# Croskell Precinct Structure Plan Utility Services Assessment Situational Analysis Report Revision 03

Victorian Planning Authority 20226120.001A







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## Victorian Planning Authority

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## **EXECUTIVE SUMMARY**



Kleinfelder Australia Pty Ltd (Kleinfelder) was commissioned by the Victorian Planning Authority (VPA) to provide a utility servicing assessment (USA) to support the Croskell Precinct Structure Plan (PSP). The Croskell PSP area is located in Cranbourne East and Clyde North, Victoria, approximately 45 km south-east of the Melbourne Central Business District (CBD).







Kleinfelder completed a Before You Dig Australia search to identify current services/utilities located within and along the boundaries of the PSP area. The following utility service providers (USPs) were identified with the PSP area.

- APA Group Gas
- AusNet Services Electricity
- City of Casey drainage and easements
- Department of Energy, Environment and Climate Action (DEECA) formerly Department of Environment, Land,
   Water and Planning (DELWP) Electricity and fibre optic for the Melbourne Desalination Plant
- Melbourne Water Water supply, drainage and associated easements
- South-East Water Water supply, sewer
- National Broadband Network (NBN) Telecommunications
- Opticomm Telecommunications
- Optus Telecommunications
- Telstra Telecommunications

Kleinfelder completed a site inspection on 29 May 2022 and 20-21 June 2022 to confirm the utilities and identify additional utilities within the PSP. A questionnaire was sent to each utility provider to:

- Confirm the details of the BYDA search.
- Understand capital and maintenance programs, strategies including relevant staging issues for PSP planning and development.
- Identification of local and state policies that support low carbon emissions development.
- Ecological sustainable development for the precinct.

A majority of the identified USP's did not respond to the initial queries from Kleinfelder and only limited information was provided by those that did respond.

Kleinfelder completed a desktop search on the official websites of the USPs to inform the situational analysis report.

The key findings of the USA are summarised below:

- The existing location of the main utility services on and around the site are shown in **Attachment A** of this report.
- The main constraints for development of the PSP are the Victorian Desalination Plant and electricity (VDP) infrastructure (underground power and fibre cable) located in the central portion of the site and the above ground transmission lines located south of the VDP infrastructure.

The PSP needs to consider that all development is planned north and south of the VDP infrastructure and transmission lines easements.



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## **ATTACHMENTS**

Attachment A: Utility Infrastructure Figures

Attachment B: Water and Drainage Infrastructure documents
Attachment C: Telecommunications Infrastructure documents
Attachment D: Croskell PSP Utilities identified - BYDA



## 1 INTRODUCTION

#### 1.1 GENERAL

This assessment was commissioned by the Victorian Planning Authority (VPA) to provide a utility servicing assessment (USA) to support the Croskell Precinct Structure Plan (PSP). The Croskell PSP area (the Site) is located in Cranbourne East and Clyde North, Victoria, approximately 45 km south-east of the Melbourne Central Business District (CBD). The Croskell PSP location is provided in Figure 1-1.

The Croskell PSP area (Figure 2) is bordered by Thompsons Road (north), Narre Warren Road (west), Berwick-Cranbourne Road (east) and partly by Linsell Boulevard (south).

The USA is presented as a situational analysis report (SAR), outlining methodology, outcome of investigation, services layout plans, cross-sections (where relevant), utility services implications and recommendations. This report identifies the high-level opportunities and constraints to development with respect to utility services infrastructure to inform the Croskell PSP. The capacity of existing services and the likely future infrastructure requirements have been assessed in consultation with the relevant authorities, with the outcomes provided within this report.

#### 1.2 BACKGROUND

The VPA has commenced planning for the Croskell precinct and will ultimately deliver a PSP and Infrastructure Contributions Plan (ICP). The Croskell Precinct is located south-east of Melbourne within a predominantly existing urban area of the City of Casey and is adjacent to the approved Cranbourne North PSP (to the north), the approved Thompsons Road PSP to the east and the approved Cranbourne East Development Plan to the south and west.

The purpose of the PSP is to guide and facilitate development of growth in this area and to ensure that adequate and prompt planning is available to support future development. The Croskell PSP is estimated to provide for 754 dwellings and more than 8,911 jobs within the PSP boundary of approximately 317 hectares.

One of the key aspects of the PSP process is the planning and provision of adequate utility servicing infrastructure for these developing precincts. New developments place additional load on existing services infrastructure which often necessitates augmentation of existing infrastructure to varying degrees.

The utility services authorities are responsible for planning, designing, constructing, and maintaining trunk supply and distribution of utilities within the precinct.

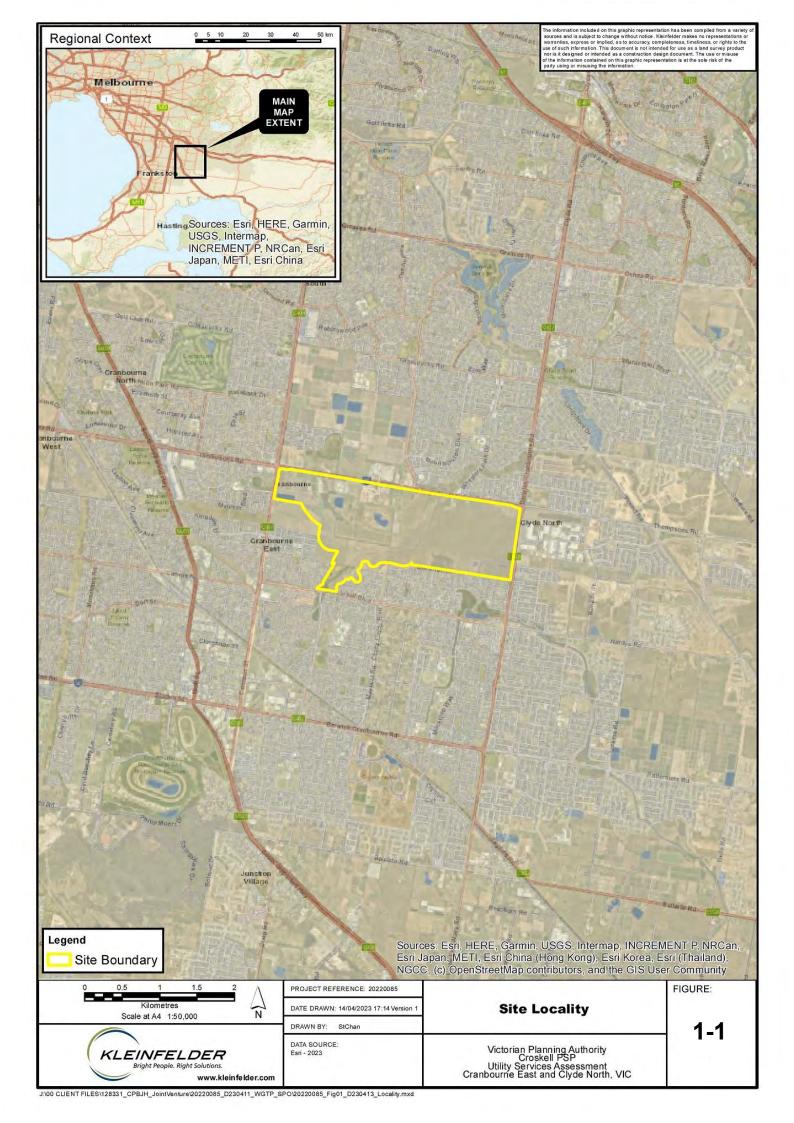
#### 1.3 PURPOSE

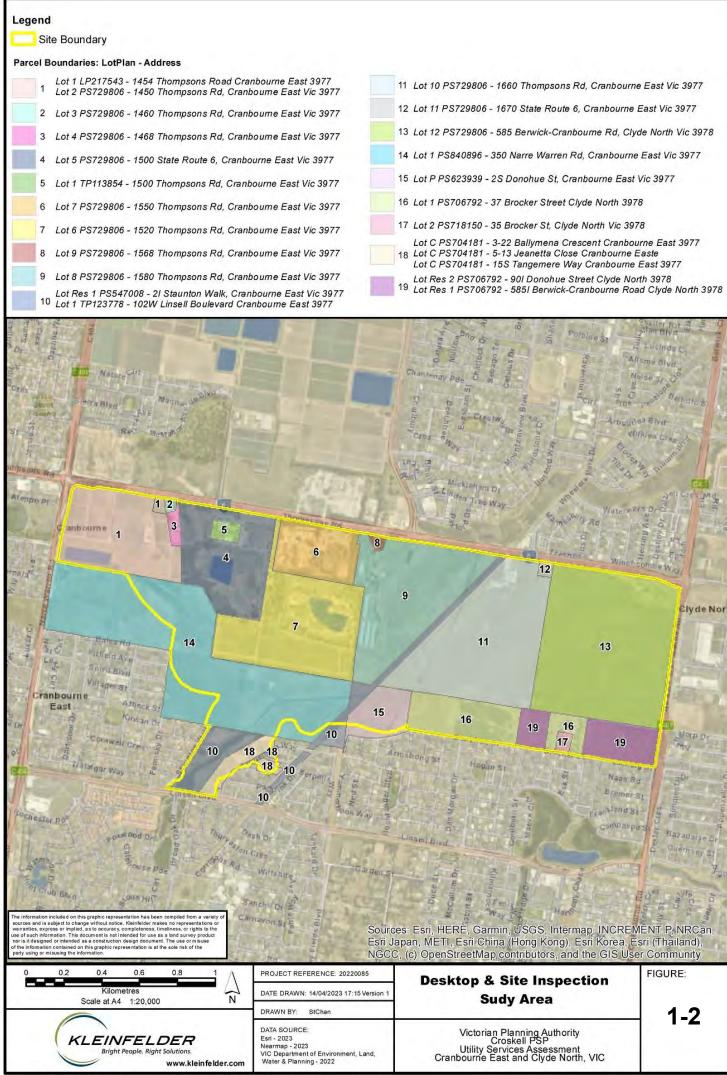
The purpose of the SAR was to undertake high-level utilities servicing assessment report for the Croskell PSP and identify existing services and utility capacity issues within the precinct and identification of constraints and key opportunities for provision of utility and servicing infrastructure to fully service the new PSP.

#### 1.4 WORKS COMPLETED

The works completed included the following:

- A desktop search of the available utilities in the PSP area (dial before you dig search).
- Consultation and liaison with the relevant authorities/asset holders to understand current servicing infrastructure, location, type, capacity and depth.
- A desktop search of the websites of the relevant utility providers for information for future servicing and maintenance plans relevant to the Croskell PSP.
- Site inspection to confirm the findings of the desktop search and information provided by the utility owners.
- Review of existing and future capital and maintenance programs, any programs consistent with low-carbon emission development, ecological sustainable development and zero net emissions pathway to year 2050.
- Preparation of this SAR for the utility services summarising the investigation methodology, detailed mapping, implications to the Croskell PSP and conclusions.







## 2 METHODOLOGY

#### 2.1 APPROACH

In order to identify the extent of utilities/services, a desktop study was conducted for the Croskell PSP area. Before You Dig Australia (BYDA) plans were generated for the Croskell PSP area and immediate surrounds, and this, in turn, generates a request to the utilities to provide the relevant services data. The following utilities and utility providers were identified for Croskell PSP:

- APA Group Gas
- AusNet Services Electricity
- City of Casey drainage and easements
- Department of Energy, Environment and Climate Action (DEECA) formerly Department of Environment, Land,
   Water and Planning (DELWP) Electricity and fibre optic for the Melbourne Desalination Plant
- Melbourne Water Water supply, drainage and associated easements
- South-East Water Water supply, sewer
- National Broadband Network (NBN) Telecommunications
- Opticomm Telecommunications
- Optus Telecommunications
- Telstra Telecommunications

The utilities were mapped on the Croskell PSP maps for indicative purposes only, for exact location, depth and condition of the underground assets, service proving will be required.

Kleinfelder consulted with relevant utility service providers (USPs) to understand the existing capacity, size, condition of the utility infrastructure, and future maintenance and development programs to meet the requirements of the PSP. The information was obtained by submitting a questionnaire to each USP asking:

- Are there any buffer zones, easements or offsets from your existing infrastructure that should be known in the context of development in the Precinct?
- What is the approximate depth and size of the existing infrastructure?
- What is the condition and capacity of the existing infrastructure and what would be the cost for connecting to these services in the future?
- Are there any constraints associated with the existing distribution infrastructure that may have implications for the future planning of the Croskell Precinct?
- What planned works (upgrades, network augmentation, extensions, relocations, new infrastructure, maintenance) do you have planned in the Croskell Precinct?
- What would trigger planned upgrade works?
- How are the works being funded? Would contributions be required from private landowners?
- Do your services provide or facilitate sustainable practise such as, low carbon emitting energy, climate change adaption, urban cooling or assist with zero emission by 2050? If so, how?
- The information was assessed and summarised in this SAR.

A desktop search of the websites of relevant utility providers was also undertaken for information on future servicing and maintenance plans for the area. This included review of existing and future capital and maintenance programs consistent with low-carbon emission development, ecological sustainable development and zero net emissions pathway.

Site inspection of the area was undertaken to ground-truth research data and reporting.

#### 2.2 REPORT CONSTRAINTS

A number of service providers presented only limited or no formal data that allowed detailed description of the existing or proposed services. This is discussed in the following report sections.



## 3 SITE OVERVIEW

#### 3.1 LOCATION AND DETAILS

General information relating to Site is provided in Table 3.1 below.

Table 3.1: Croskell PSP - General Site Details

Item	Description
Location	Cranbourne East 3977 and Clyde North, 3978 Victoria
Site area	317 hectares
Local Council	Casey City Council
	Farming Zone (FZ)
	Farming Zone – Schedule 2 (FZ2)
Current Zoning	General Residential Zone (GRZ)
Gurrent Zoning	General Residential Zone – Schedule 1 (GRZ1)
	Urban Floodway Zone (UFZ)
	Urban Growth Zone (UGZ)
Current Land Uses	Farming, commercial/industrial, residential
Proposed Land Uses	Residential, light commercial/industrial, open space/recreational

#### 3.2 LAND PARCEL DETAILS

The Site currently comprises 19 full or part parcels of land as identified in the DEECA VicPlan database (https://mapshare.vic.gov.au/vicplan), accessed 6 April 2022. The location of each land parcel is presented on **Figure 2** (attached). A summary of details for each land parcel is included in Table 3.2.

Parcel 1 (Lot 2 PS729806) is the only land parcel with a heritage overlay (HO137). The requirements of this overlay apply to both the heritage place and its associated land.

Eight land parcels have been identified as potential flood zones, are zoned as UFZ and have a LSIO overlay.

This report does not review bushfire management as it is addressed in a separate assessment report.

Several parcels are within an area of cultural heritage sensitivity. Areas of cultural heritage sensitivity are defined under the Aboriginal Heritage Regulations 2018 and include cultural heritage places and landform types that are generally regarded as more likely to contain Aboriginal cultural heritage. If significant land use change is proposed, requirement for a cultural heritage management plan may be triggered.

Under the *Aboriginal Heritage Act 2006*, where a cultural heritage management plan is required, planning permits, licenses and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.



Table 3.2: Croskell PSP – Land Parcel Details

Parcel No.	Parcel SPI	Lot and Plan Number	Address	Area	Zoning	Overlays	Details
1	1\LP217543	Lot 1 LP217543	1454 Thompsons Road Cranbourne East 3977	5,001 m <sup>2</sup>	Farming Zone (FZ) Farming Zone – Schedule 2 (FZ2)	Development Contributions Plan Overlay (DCPO) Development Contributions Plan Overlay – Schedule 4 (DCPO4) Development Plan Overlay (DPO) Development Plan Overlay – Schedule 1 (DPO1)	All or part of this parcel is an 'area of cultural heritage sensitivity'
	2\PS729806	Lot 2 PS729806	1450 Thompsons Road Cranbourne East 3977	24.09 hectares	FZ FZ2 General Residential Zone (GRZ) General Residential Zone – Schedule 1 (GRZ1)	DCPO DCPO4 DPO DPO1 Heritage Overlay (HO) Heritage Overlay – Schedule (HO137)	All or part of this parcel is an 'area of cultural heritage sensitivity'
2	3\PS729806	Lot 3 PS729806	1460 Thompsons Road Cranbourne East 3977	4,026 m <sup>2</sup>	FZ FZ2	DCPO DCPO4 DPO DPO1	All or part of this parcel is an 'area of cultural heritage sensitivity'
3	4\PS729806	Lot 4 PS729806	1468 Thompsons Road Cranbourne East 3977	1.16 hectares	FZ FZ2	DCPO DCPO4 DPO DPO1	All or part of this parcel is an 'area of cultural heritage sensitivity'
4	5\PS729806	Lot 5 PS729806	1500 Thompsons Road Cranbourne East 3977	22.63 hectares	FZ FZ2	DCPO DCPO4	All or part of this parcel is an 'area of cultural heritage sensitivity'
5	1\TP113854	Lot 1 TP113854	1500 Thompsons Road Cranbourne East 3977	1.44 hectares	FZ FZ2	None	All or part of this parcel is an 'area of cultural heritage sensitivity'
6	7\PS729806	Lot 7 PS729806	1550 Thompsons Road Cranbourne East 3977 1550t Thompsons Road Cranbourne East 3977	12.19 hectares	FZ FZ2	None	All or part of this parcel is an 'area of cultural heritage sensitivity'
7	6\PS729806	Lot 6 PS729806	1520 Thompsons Road Cranbourne East 3977	32.34 hectares	FZ FZ2 Urban Floodway Zone (UFZ)	Land Subject to Inundation Overlay (LSIO)	All or part of this parcel is an 'area of cultural heritage sensitivity'



Parcel No.	Parcel SPI	Lot and Plan Number	Address	Area	Zoning	Overlays	Details
8	9\PS729806	Lot 9 PS729806	1568 Thompsons Road Cranbourne East 3977	5,418 m <sup>2</sup>	FZ FZ2	None	All or part of this parcel is an 'area of cultural heritage sensitivity'
9	8\PS729806	Lot 8 PS729806	1580 Thompsons Road Cranbourne East 3977 1580a Thompsons Road Cranbourne East 3977 1580b Thompsons Road Cranbourne East 3977	32.01 hectares	FZ FZ2 UFZ	LSIO	All or part of this parcel is an 'area of cultural heritage sensitivity'
	1\PS729807	Lot 1 PS729807		2.90 hectares	FZ FZ2 UFZ	LSIO	All or part of this parcel is an 'area of cultural heritage sensitivity'
	1\TP123778	Lot 1 TP123778	102w Linsell Boulevard Cranbourne East 3977	1.25 hectares	UFZ	DPO DPO1 LSIO	
10	1\TP883525	Lot 1 TP883525	Granbourne Last 5577	1.85 hectares	GRZ GRZ1 UFZ	DCPO DCPO4 DPO DPO1 LSIO	
	RES1\PS5470 08	Lot Res 1 PS547008	2i Staunton Walk Cranbourne East 3977	6.90 hectares	GRZ GRZ1 UFZ	DCPO DCPO4 DPO DPO1 LSIO	All or part of this parcel is an 'area of cultural heritage sensitivity'
11	10\PS729806	Lot 10 PS729806	1660 Thompsons Road Cranbourne East 3977	41.08 hectares	FZ FZ2 UFZ Urban Growth Zone (UGZ)	LSIO Public Acquisition Overlay (PAO) Public Acquisition Overlay 3 Schedule (PAO3)	All or part of this parcel is an 'area of cultural heritage sensitivity'
12	11\PS729806	Lot 11 PS729806	1670 Thompsons Road, Cranbourne East 3977	5,762 m <sup>2</sup>	UGZ	None	
13	12\PS729806	Lot 12 PS729806	585 Berwick-Cranbourne Road Clyde North 3978 585t Berwick-Cranbourne Road Clyde North 3978	53.66 hectares	FZ FZ2 UGZ	PAO PAO3	
14	1\PS840896	Lot 1 PS840896	350 Narre Warren Road Cranbourne East 3977	64.01 hectares	FZ FZ2	DCPO DCPO4	



Parcel No.	Parcel SPI	Lot and Plan Number	Address	Area	Zoning	Overlays	Details
					GRZ GRZ1 UFZ	DPO DPO1 LSIO	
15	P\PS623939	Lot P PS623939	2s Donohue Street Cranbourne East 3977	7.26 hectares	GRZ GRZ1 UFZ	DCPO DCPO4 DPO DPO1 LSIO	
16	1\PS706792	Lot 1 PS706792	37 Brocker Street Clyde North 3978	15.10 hectares	FZ FZ2 UFZ UGZ	Environmental Audit Overlay (EAO) LSIO PAO PAO3	All or part of this parcel is an 'area of cultural heritage sensitivity'
17	2\PS718150	Lot 2 PS718150	35 Brocker Street Clyde North 3978	8,107 m <sup>2</sup>	UGZ	EAO	All or part of this parcel is an 'area of cultural heritage sensitivity'
18	C\PS704181	Lot C PS704181	3 Ballymena Crescent Cranbourne East 3977 4 Ballymena Crescent Cranbourne East 3977 5 Ballymena Crescent Cranbourne East 3977 6 Ballymena Crescent Cranbourne East 3977 8 Ballymena Crescent Cranbourne East 3977 10-12 Ballymena Crescent Cranbourne East 3977 14-16 Tangemere Way Cranbourne East 3977 18 Ballymena Crescent Cranbourne East 3977 20 Ballymena Crescent Cranbourne East 3977 20 Ballymena Crescent Cranbourne East 3977 22 Ballymena Crescent Cranbourne East 3977 38-20 Tangemere Way Cranbourne East 3977 5 Jeanetta Close Cranbourne East 3977	4.61 hectares	GRZ GRZ1 UFZ	DCPO DCPO4 DPO DPO1 LSIO	



Parcel No.	Parcel SPI	Lot and Plan Number	Address	Area	Zoning	Overlays	Details
			7 Jeanetta Close Cranbourne East 3977 9 Jeanetta Close Cranbourne East 3977 11 Jeanetta Close Cranbourne East 3977 13 Jeanetta Close Cranbourne East 3977 Linsell Boulevard Cranbourne East 3977 80s Linsell Boulevard Cranbourne East 3977 15s Tangemere Way Cranbourne East 3977				
40	RES1\PS7067 92	Lot Res 1 PS706792	585i Berwick-Cranbourne Road Clyde North 3978	7.92 hectares	UGZ	EAO PAO PAO3	
19	RES2\PS7067 92	Lot Res 2 PS706792	90i Donohue Street Clyde North 3978	3.03 hectares	UGZ	EAO PAO PAO3	All or part of this parcel is an 'area of cultural heritage sensitivity'



#### 3.3 SURROUNDING LAND USE

The area surrounding the Croskell PSP area is summarised in Table 3.3.

Table 3.3: Surrounding Land Use

Direction	Land Use
North	Thompsons Road (TRZ2), followed by a combination of commercial properties (C2Z), farmland (FZ2, GRZ1 and UGZ10) and residential properties (GRZ1), Thompsons Road Wetlands (UFZ).
South	Residential properties (GRZ1), followed by Linsell Boulevard (GRZ1).
East	Berwick-Cranbourne Road (TRZ2), followed by commercial and residential properties (UGZ6, SUZ4).
West	Narre-Warren Road (TRZ2), followed by commercial (C1Z, RGZ2) and residential properties (GRZ1).

#### Notes:

C1Z: Commercial 1 Zone RGZ2: Residential Growth Zone - Schedule 2 UFZ: Urban Floodway Zone

C2Z: Commercial 2 Zone SUZ4: Special Use Zone – Schedule 4 UGZ6: Urban Growth Zone - Schedule 6
FZ2: Farming Zone – Schedule 2 TRZ2: Transport Zone 2 UGZ10:Urban Growth Zone - Schedule 10

GRZ1: General Residential Zone - Schedule 1

#### Key surrounding features include:

- Hillcrest Farm (market gardens). Approximately 5.5 hectares, north of the Site, beyond Thompsons Road.
- Concrete batching plants (Dandy Premix Concrete and Broadway & Frame Premix) are located to the north
  of the Site, beyond Thompson Road.
- Three service stations (United Petroleum, BP & APCO), north and north-west of the Site on Thompsons Rd.

#### 3.4 SITE FEATURES

The Site is largely open, undeveloped grazing land surrounding commercial/industrial operations in the central north-western portion. The main commercial/industrial operations within the Croskell PSP area include:

- Broiler farm (operations have ceased) parcel 9\PS729806
- Concrete batching plant and quarry parcel 7\PS729806
- Abattoir (operates across two land parcels) parcel 1\TP113854 and parcel 5\PS729806
- Market gardens

   parcel 2\PS729806.

Additional features and observations from the site inspections relating to specific land parcels are discussed in **Section 4**. Existing site features can be seen in **Figure 3** and **Figure 3-1** (**Attachment A**).

Surface water bodies include a creek, dams, a lake/wetland and a quarry lake and drainage channels across the wider Site area. Areas of dense vegetation are limited to two land parcels in the south and parcel 5\PS729806 (abattoir) and 6-PS729806 (former quarry) in the central to northern portion of the Croskell PSP area.



Figure 3 Key Site Features

## 4 INFRASTRUCTURE



#### 4.1 GENERAL

The infrastructure in and around the Croskell PSP site is shown in Figure 3.1 and Figures 4.1 to 4.16. The detail shown is current as of late 2023 and is subject to change. This infrastructure is discussed in the following sections.

#### 4.2 WATER SUPPLY AND SEWERAGE INFRASTRUCTURE

#### 4.2.1 Responsible Authority

South East Water is the responsible authority for supply of water and provision of recycled water and sewerage for the Croskell PSP area.

South East Water is a water retailer who purchases drinking water from the government's wholesaler Melbourne Water and manages and maintains water and sewerage networks – the pipes, pumping stations, valves and some water recycling plant that bring water to its customers and takes wastewater away. Melbourne Water manages the water catchments (dams) and treats the water to a high standard.

#### 4.2.2 Existing Servicing Infrastructure

#### 4.2.2.1 **General**

The current servicing infrastructure was reviewed from the BYDA maps provided by South East Water and Melbourne Water. The BYDA maps are provided in **Attachment D**.

#### 4.2.2.2 Water

- 450mm, 750mm ductile iron pipes (DICL) and 150mm poly vinyl chloride (PVC) and 280 polyethylene (PE) pipes varyingly run along the north-eastern boundary of the project along Thompson Road.
- 150mm PVC pipes run along the northern and southwestern boundaries of the PSP and along the Melbourne Water easement.
- 100 mm and 450 mm mild steel cement lined pipes in the northwestern boundary along Thompsons Road.
- 100MM OPVC running along Bales Road, Brocker Street, Lodden Place, Donohue Street to the south of the PSP.
- Two easements are located on the sand and soil mixing and concrete batching plant originating from Thompsons Road. 1350mm Water main MICL (Melbourne Water – Cardinia Pearcedale Duplication Main) and 1050 MSCL water main (Cranbourne Pipeline No. 2) running northeast to south-west through the central portion of the PSP area.
- 40 mm private water pipelines servicing various parcels as indicated in Figure 3.
- A Victorian Desalination Plant and electricity easement runs through the site from east to west with an
  underground power cable and fibre cable. The desalination plant is connected to the state's electricity network
  via an 87 km long dedicated underground power line that is predominantly located within the pipeline
  easement. All operational energy is drawn through this power line. Fibre optic cables have been installed with
  the power supply for plant, power and pipeline operations.

#### 4.2.2.3 Sewer

- 225 mm PVC pipe in the southern portion of the site along Bales Street, Tangmere Way and in the northern boundary of parcel 10 (between Staunton Walk and Tangmere Way) up to the eastern end of Tangmere Way.
- 225 mm PVC pipe appears to terminate at a maintenance point to the south of the PSP on Donohue Street.
- A sewer pumping station accessible from Staunton Walk is located at the south-western corner of the Site operated by South East Water.

#### 4.2.2.4 Recycled water

- 300 mm PVC at the northern boundary along Thompsons Road, western boundary along Narre Warren-Cranbourne Road
- 100 mm cast iron cement lined (CICL) pipe along Bales Road, Donohue Street, Brocker Street, Pipers Place and Glenelg Street in the southern section of the PSP area.





#### 4.2.3.1 Future Servicing

South East Water did not respond to the email questionnaire from Kleinfelder, and no response was received from telephonic follow up.

Based on South East Water's current Corporate Plan 2022-27 (accessed via southeastwater.com.au on 12 April 2023) the water retailer is likely to support the development of the Croskell PSP and work in collaboration with developers, Melbourne Water and other stakeholders. The financial projections for 2022-2027 indicates allowance for capital expenditure of approximately 500 million per financial year (FY) from 2023-24 to FY 2026-27 (for capital, operating and local treatment plants). The funding and support will be dependent on progression of development of the project.

Full development of the Croskell PSP will require extensive capital works, which will most likely be partly funded by developers. These works will require coordination with the South East Water new infrastructure development program. The future capital works assets when constructed as part of servicing strategies are classified as "shared assets" and therefore are likely to be funded by South East Water. Where a developer requires assets ahead of South East Water's Infrastructure Works Program, Incremental Financing Costs (bring forward costs) are likely to be charged and levied on the developer. Assets classified as being interim or temporary are typically expected to be funded by developers as required.

#### 4.2.3.2 Planned Works

Short to medium-term planned works by South East Water in this area are described below.

#### Recycled Water - Thompsons Road, Cranbourne East (July 2023 onwards)

This project is to construct underground pipes (Figure 4) to allow existing estates to be supplied with recycled water in the future. Investigations started in July 2023 and there is no current completion date.

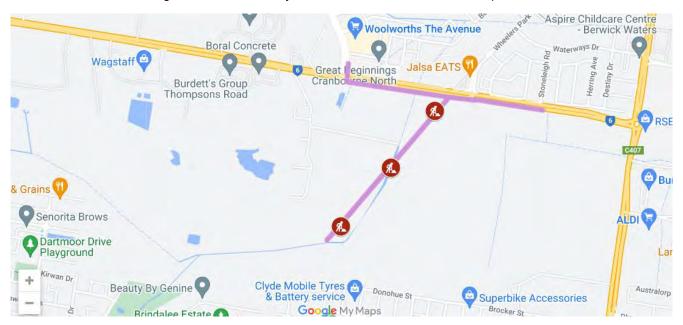


Figure 4 Proposed recycle works, Thompson Roads, Cranbourne East

(Source: South East Water website)



#### Recycled Water - Nest Circuit, Cranbourne East (January 2024 - February 2024)

This small project is to construct underground pipes (Figure 5) to allow existing estates to be supplied with recycled water in the future.

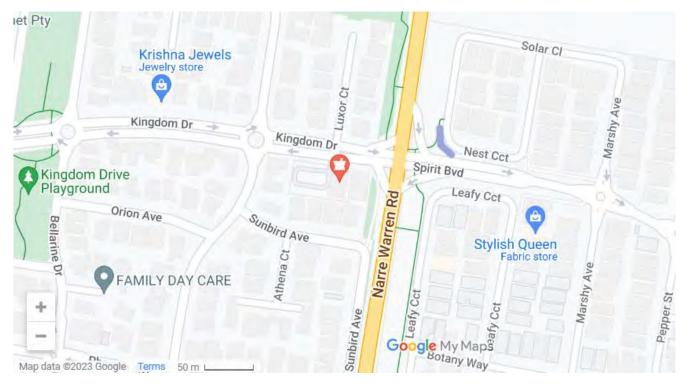


Figure 5 Proposed recycle works - Nest Circuit, Cranbourne East

(Source: South East Water website)

#### 4.2.4 Relevant Considerations for Planning

The future development at the site needs to consider the presence of the Victorian Desalination Plant and electricity infrastructure underground electricity, communications cable and presence of overhead electricity transmission and overhead powerline running through central portion of the PSP area. As per the advice received from the DEECA (formerly DELWP) no works will be approved inside the buffer zone of the underground electricity and communications cable for the Victorian Desalination Plant. There is an easement and contractual licenses granted in favour of AquaSure and AusNet which prevent any encroachment on the easement without the consent of the State and AquaSure and/or AusNet. Additionally, any works adjacent to the easement are to be undertaken in such a manner that they will have no influence, impact or interfere in any way on the easement land or the infrastructure within that easement. The consortium operating the Victorian Desalination plan AquaSure and Victorian Government will need to be consulted for any infrastructure works encroaching the desalination plant infrastructure.

Based on the assumption that electricity transmission lines and Victorian Desalination Plant and electricity infrastructure cannot be relocated, the area containing these services will remain as utilities easement and the future development is likely to be restricted north and south of this easement. Any connector roads /streets will need to be built considerate to exclusion zones associated with the transmission line /overhead powerlines and underground services for the Victorian Desalination Plant.

#### 4.2.5 Sustainability and Low-Carbon Emissions Opportunities

South East Water's Climate Adaptation Action Plan 2022 (accessed via southeastwater.com.au on 12 April 2023) summarises the strategy and action plan for Victorians as follows:

 Collaborative Action 1: The Water Cycle Climate Change Adaptation Action Plan (WCCCAAP) is a five-year plan developed by the Victorian Government to deliver on the Climate Change Action 2017 focusing on water supply, sewerage, drainage and flood management.



 Collaborative Action 2: Improve climate resilience of South East Water's water supply and demand - Climate change has already resulted in lower average rainfall and temperature increases. Combined, this means less water. These changes are projected to continue, and worsen, under 2 of the 3 climate scenarios considered.

However, our risks are shared with other stakeholders, including DEECA/DELWP, other water businesses, catchment management authorities, and more. Primarily, vehicles for action are the Central and Gippsland Region Sustainable Water Strategy (CGRSWS) and the Greater Melbourne Urban Water Systems Strategy (GMUWSS) (Water for Life) 2022.

The CGRSWS is a 15-year long-term plan developed to secure a sustainable water supply for all users. It identifies threats to water availability and quality and proposes directions and actions to help water users of all kinds – including environmental, irrigation, urban and Traditional Owners. The Water for Life Strategy is created and owned by the combined Melbourne Metropolitan Water organisations, Greater Western Water, Melbourne Water, South East Water, and Yarra Valley Water. It commits South East Water and the other water organisations to address declining water availability and increasing demand and aligns with requirements in the CGRSWS.

#### 4.3 STORMWATER DRAINAGE

#### 4.3.1 Responsible Authority

The local council City of Casey is the responsible authority for local stormwater drainage which connects to the Melbourne Water stormwater network.

#### 4.3.2 Existing Servicing Infrastructure

The BYDA search showed local stormwater infrastructure (drainage pipe and pits) at the following locations:

- 300- 525 mm North-west corner inside the PSP area and along Thompson Road (375-600mm)
- 375 mm pipe west of the PSP area north and south of Majestic Boulevard
- 375-600 mm pipe South of the PSP area along Solar Close, Bales Road, along Staunton Walk (300 mm), along Tangmere Way(225-600mm), Donohue Street (300mm-825mm), Brocker Street (225-300 mm) and Glenelg Street (300-375 mm)
- A 750-900 mm stormwater drain was observed east of the Tie -Tree Creek and Linsell Boulevard
- South-eastern corner of the PSP area (450 mm) along Berwick-Cranbourne Road.



Figure 6 Drainage culvert along Thompsons Road



#### 4.3.3 Future Servicing Needs and Planned Works

Future servicing of this area is discussed in the following section.

No specific planned works were identified for this area.

#### 4.3.4 Relevant Considerations for Planning

Melbourne Water is currently designing the Development Services Scheme (DSS) to inform the Croskell PSP as part of the Ti-Tree Creek DSS (Melbourne Water, drawing 0619, April 2017). The DSS will include the concept design of drainage pipes, waterways, retarding basins, stormwater treatment wetlands, and other drainage associated infrastructure.

Melbourne Water stated that the DSS will aim to meet the VPA's PSP time frames. Once finalised, the DSS will include development/planning requirements, including the required setback/buffers from waterways and other drainage infrastructure.

The DSS will comprise of a catchment-based drainage strategy outlining the functional designs of the relevant infrastructure required to service urban growth. The infrastructure costs will be recouped from the developers via financial contributions. The DSS ensures planning for urban development is done on a catchment basis and meets appropriate standards for flood protection, environmental performance, including protection and enhancement of waterway and biodiversity values. All developable properties pay a drainage contribution on the basis of the development size and the development type. Contributions include a hydraulic component which funds the flood protection works, and a water quality component which funds the water quality treatment works. The water quality component may be reduced or negated by the developer undertaking their own on-site water quality treatment. Contributions for each scheme are calculated so the income Melbourne Water derives from contributions is designed to equal the planned expenditure over the expected life of a scheme, using a discounted cashflow methodology. The DSS works will be constructed by developers of the Croskell PSP and will be reimbursed from the contributions received in the scheme.

The Ti-Tree DSS with Melbourne Water's contribution and reimbursement policy is presented in Attachment B.

The City of Casey will require a subdivision planning permit and approval of drainage engineering plans. The subdivision applications and plans must be prepared by a licensed surveyor. Below is summary of application process steps:

- First apply for a planning permit for the development of the land.
- Once the required planning permit has been granted, lodge engineering plans.
- Once your subdivision application has been approved by the Council the final step is to lodge a Plan of Subdivision with the Land Titles Office for the creation of the separate titles.

The subdivision application process is summarised in a Flow chart presented in **Attachment B**.

The planning subdivision application fees for various Council services can be found at the Council's website <a href="https://www.casey.vic.gov.au/planning-subdivision-fees">https://www.casey.vic.gov.au/planning-subdivision-fees</a> The application fee for the Croskell PSP subdivision based on the cost (<50M) is estimated to be \$59,539 and application amendment cost of \$3,524 (May 2023).

It is recommended that developers engage with the Council planners for advice before a formal planning application is submitted. This will allow to resolve issues that might arise during the formal application.

Individual building permits will be required after planning permit is approved based on the specific development for each lot.

#### 4.3.5 Sustainability and Low-Carbon Emissions Opportunities

The City of Casey in its Environment Strategy 2021-2025 (accessed via casey.vic.gov.au on 05 May 2023) has the following objectives:

- Becoming a climate resilient city through mitigation and adaptation net zero emissions by 2030.
- Contribute towards a circular economy through waste management and resource recovery.
- Conserve enhance and restore the natural environment.
- Create a water efficient city by renewal of Water Sensitive Urban Design (WSUD) Assets



Enhance people capability and internal processes.

WSUD is a land planning and engineering design approach which integrates the urban water cycle, including stormwater, groundwater, and wastewater management and water supply, into urban design to minimise environmental degradation and improve aesthetic and recreational appeal.

#### 4.4 GAS INFRASTRUCTURE

#### 4.4.1 Responsible Authority

APA Group (APA) is the responsible authority for supply of natural gas to the Croskell PSP area. APA is a leading Australian infrastructure business which own and operate a \$22 billion portfolio of energy infrastructure.

#### 4.4.2 Existing Servicing Infrastructure

The current servicing infrastructure was reviewed from the BYDA maps provided by APA.

- Gas main / high pressure gas line, 180 mm diameter pipe (100- 515 kPa) is located along the Berwick-Cranbourne Road east of the PSP area.
- A priority main (200S7) is present along the Narre Warren Cranbourne Road.
- Gas main / high pressure gas line, 180 mm diameter pipe (100- 515 kPa) is located along the Narre Warren Cranbourne Road west of the PSP area.
- Gas main /high pressure gas line, 125 mm diameter pipe (100- 515 kPa) is located along the Thompson Road north of the PSP area.
- Gas main /high pressure gas line, 63/68 mm plastic pipe (100- 515 kPa) is located along the Staunton Walk, Tangmere Way, Donohue Street, Brocker Street, Glenelg Street south of the PSP area.

# 4.4.3 Future Servicing Needs, Sustainability and Low-Carbon Emissions Opportunities

In response to the Victoria's Climate Change Strategy 2021 and Gas Substitution Roadmap 2022, the Victoria Planning Provisions Amendment VC221 specify:

- Removal of the requirement that the new developments should be connected to reticulated gas and ensure new connections to reticulated gas service are optional.
- Two or more dwellings on a lot and residential buildings, contained at Clause 55.02-4 (Infrastructure objectives
   — Standard B4) to amend the standard by removing the requirement that development should be connected
  to reticulated gas, if available and to ensure new connections to a reticulated gas service are optional.
- Residential subdivision, contained at Clause 56.09-2 (Electricity, telecommunications and gas objectives —
  Standard C28) to amend the standard so that, where it is proposed to be connected, a reticulated gas supply
  system must be designed in accordance with the requirements of the relevant gas supply agency.
- Apartment buildings, contained at Clause 58.02-4 (Infrastructure objectives Standard D4) to amend the standard by removing the requirement that development should be connected to reticulated gas, if available, and to ensure new connections to a reticulated gas service are optional.
- Referral requirements, contained at Clause 66.01 (Subdivision referrals) to specify that only subdivision
  applications that propose to connect a lot to reticulated gas be referred to the gas supply authority as a
  determining authority.

The above amendment is aimed at reducing emissions, facilitating transition to clean energy and decarbonizing Victoria's economy.

This amendment to the planning provision will have a significant impact on the electricity and gas requirements for the Croskell PSP. Kleinfelder understands that the new lots will be given an option of reticulated gas connection which may not be taken. It is anticipated that gas infrastructure augmentation will be reduced, and greater electricity upgrade will be required. Consumers are likely to adopt all electric appliances and use solar energy in order to reduce cost and reduce carbon emissions.

To meet the servicing requirements for the Croskell PSP, there may be insufficient capacity in the existing gas network to support the residential and commercial /employment precinct. Existing asset capacities were not provided by APA, most likely augmentation to the current infrastructure will be required.



As planning for the development and subdivision layout is finalised, an application for connection to the existing network should be submitted to APA, to ensure that services are available when required. Following confirmation of the project proceeding and the provision of a detailed scope, APA will evaluate the feasibility of supply based on the location, demand and the existing reticulation network. The final analysis can only be performed after the detailed scope has been established and the plans of the development are submitted to council for certification and endorsement. If there are multiple stages of development, each stage will need to be applied for separately. In general, gas service lines will run within the road reserve at specified offsets from the property boundary and supply each allotment. Installation will typically occur during the land development phase.

#### 4.5 ELECTRICITY INFRASTRUCTURE

#### 4.5.1 Responsible Authority

AusNet Services is the responsible authority for supply of electricity to the Croskell PSP area. AusNet services own and operate the Victorian electricity transmission network and is one of the five electricity distributors in Victoria.

#### 4.5.2 Existing Servicing Infrastructure

The current service infrastructure was reviewed from the BYDA maps provided by AusNet Services:

- High voltage and low voltage underground cable along Thompsons Road, Berwick-Cranbourne Road and along the southern boundary of the site.
- 220 kilovolts (KV) underground cable (approximately 3.2 km) runs along the central portion of the Croskell PSP area which serves the Victorian Desalination Plant. This easement also has fibre/communications cable for the desalination plant.
- A 66 KV or 220 KV transmission line (approximately 3.2 km) runs parallel to the underground cable through the transmission line easement. The BYDA search result does not provide specify if its 66 KV or 220 KV.

#### 4.5.3 Future Servicing Needs and Planned Works

AusNet was contacted on several occasions to respond to Kleinfelder's email questionnaire however no response was received. Anecdotal information from caretaker/manager of Parcel 7 received during the site inspection suggested that the duplication of the transmission line or overhead powerline is planned for the area, however this could not be confirmed.

The future development at the site needs to consider the presence of Victorian Desalination Plant and electricity infrastructure underground electricity cable, communications cable and presence of overhead electricity transmission and overhead powerline running through central portion of the PSP area. As discussed in Section 4.2.4 no development/encroachment can occur within this easement without consultation with the State Government and Aquasure.

Based on a search undertaken by Kleinfelder the following advice is proposed for the development of the PSP:

- The lead times need to be factored into the overall development of the area.
- AusNet can most likely supply an initial 500 lots from existing infrastructure but will need to augment their assets for supply service requirements beyond after that. Feeder augmentations can take up to 2 years. A new zone substation up to 3 years.
- Upgrade to the existing network for the proposed development will be timed to match development.
- The developer can choose to have some network installed underground to suit the aesthetics of the new
  development. Within the development area, underground power is compulsory up to 220kV. All asset
  alteration costs will be a developer's responsibility.
- A new zone substation will be required in the geographic area sometime in the future.
- Installation of backbone electrical infrastructure will need to be considered when determining the staging of the development.
- There are no special additional requirements within the development area.
- New estates will be supplied from underground 220kV cables supplying kiosk substations within the development area. Kiosk reserves on title will be required.
- On average, one kiosk will be required for every 125 lots.



#### 4.5.4 Sustainability and Low-Carbon Emissions Opportunities

In accordance with the Victoria Planning Provisions Amendment VC221 (Planning and Environment Act 1987) supply of gas to the new development will be optional therefore there will be greater emphasis on supply of uninterrupted and affordable electricity. Ausnet is trialling several options to be provide sustainable energy in the form solar energy and battery storage to the new developments.

#### 4.6 TELECOMMUNICATIONS

#### 4.6.1 Responsible Authority

Telstra, National Broadband Network (NBN), Optus and Opticomm are the responsible authorities for the provision of telecommunications infrastructure to the Croskell PSP area.

#### 4.6.2 Existing Servicing Infrastructure

#### 4.6.2.1 Telstra

The current servicing infrastructure was reviewed from the BYDA maps provided by Telstra which show existing major and minor distribution cables surrounding the site. The plans appear to indicate fibre optic services exist along all roads containing main distribution cables. Confirmation of presence of fibre optic cables by Telstra is required. The following locations within and surrounding the development are identified to contain telecommunication services:

- Underground 50-, 90- and 100-mm diameter pipe telecommunications cable along the Thompsons Road north of the PSP area.
- Underground 50-, 90- and 100-mm diameter pipe telecommunications cable along the Berwick-Cranbourne Road east of the PSP area and along Narre Warren Cranbourne Road west of the PSP area.
- Underground 90- and 100-mm diameter pipe is located along the Staunton Walk, Linsell Boulevard, Donohue Street, Brocker Street, Glenelg Street south of the PSP area.
- Individual businesses and residences within the PSP area are connected from the respective Telstra underground services.

#### 4.6.2.2 NBN Co. Ltd

NBN fibre optic cables are present along the Narre Warren Cranbourne Road, Staunton Walk, Tangmere Way, Brocker Street, Piper Place, Berwick Cranbourne Road and Thompsons Road. The service is likely to be in the existing Telstra conduit.

#### 4.6.2.3 Optus

Optus cables are present along the Narre Warren Cranbourne Road, Staunton Walk, Tangemere Way, Brocker Street, Piper Place, Berwick Cranbourne Road and Thompsons Road. The Optus fibre cable is servicing parcels 16 and 17 entering the Croskell PSP area from Berwick Cranbourne Road. The service is likely to be in the existing Telstra conduit or trench easement.

#### 4.6.2.4 Opticomm

Optus cables are present along the Berwick Cranbourne Road and has fibre infrastructure entering the Croskell PSP at the north-eastern section. The service is likely to be in the existing Telstra conduit or trench easement.

#### 4.6.2.5 Mobile Phone coverage

Recorded mobile phone coverage is shown in Figure 7 Recorded mobile phone coverage around the Croskell PSP site

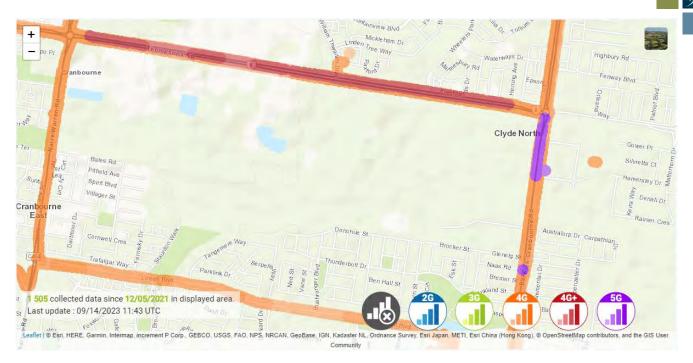


Figure 7 Recorded mobile phone coverage around the Croskell PSP site

#### 4.6.3 Future Servicing Needs and Planned Works

All new telecommunications installations will need to be undertaken after ecological due diligence assessment and Aboriginal heritage due diligence assessment and ensure that the impacts to the ecology and Aboriginal heritage are low and acceptable in accordance with Telecommunications (low impacts) Determination 2018. It is recommended that due diligence assessments are undertaken to protect threatened ecological communities (TECs) and Aboriginal heritage. The telecommunications route alignment and installation method may require changes based on the findings of the due diligence assessments.

The Statutory Infrastructure Provider (SIP) regime is set out in Part 19 of the Telecommunications Act 1997 (the Act) and commenced on 1 July 2020. It aims to ensure that all people in Australia can access high speed broadband services. Under the Act, NBN Co Limited is the default statutory infrastructure provider (SIP) for Australia. However, the SIP regime provides for alternative carriers to become SIPs for the geographic areas in which they deploy telecommunications networks.

The Telecommunications in new developments (TIND) policy (Australian Government, 01 September 2020) provides guidance for developers, property buyers, occupants and telecommunications carriers for new developments. The TIND policy and associated guidelines are presented in **Attachment B**.

People moving into new developments should have ready access to modern telecommunications, specifically broadband and voice services, which are of a high quality. Consumers that have particular preferences about the network, and/or the retail service provider they use, are encouraged to check which carrier and/or retail service providers are servicing a development before committing to it. The Australian Communications and Media Authority (ACMA) maintains a register of SIPs. Consumers can also check with the developer which carrier has been contracted to service the development.

Developers are responsible for organising and meeting the costs of pit and pipe infrastructure and telecommunications network infrastructure in their developments, so that services are available when people move into premises. This is consistent with their responsibility to organise other infrastructure required to make a premises liveable and consistent with the user pays principle.

More specifically, incorporated developers can face penalties under Part 20A of the Telecommunications Act 1997 if they seek to sell or lease lots or units in new developments without fibre-ready facilities (e.g. pit and pipe). The Commonwealth will also consider similar laws going forward for unincorporated developers.

Developers are able to undertake or sub-contract aspects of this work themselves, for example, trenching and the installation of pit and pipe. However, only licensed carriers can operate telecommunications networks for public use. As such, developers are encouraged to work with carriers to find the optimal solution for their



developments. Given Australia's open and competitive market, developers are free to approach the network provider of their choice. Carriers including NBN Co can provide turnkey packages, including pit and pipe and network infrastructure.

Most developers engage a carrier, provide pit and pipe where required, and have a carrier install the network. Developers who do not do this may create additional costs and inconvenience for new occupants, potentially attracting adverse publicity, and face difficulties in selling or leasing premises.

The Communications Alliance has published generic specifications for pit and pipe, and carriers may have pit and pipe specifications of their own they prefer developers to use (Telecommunications in new developments policy, **Attachment C**).

Consistent with their ongoing SIP requirements, the technology platform must enable the carrier to supply wholesale services to retail providers that will then allow those retail providers to supply broadband services to end-users with peak download speeds of at least 25 Mbps and peak upload speeds of at least 5 Mbps.

On fixed-line and fixed wireless networks, including NBN Co's, the wholesale services must also allow retail providers to supply end-users with voice services. Measures that prevent them being used in this way will be scrutinised and subject to appropriate action.

Carriers remain free to install networks that offer both higher and lower speeds as well as these specified speeds.

NBN Co is also subject to an additional statutory target that its fixed-line networks be capable of being used by retail providers to supply broadband fixed-line carriage services with peak speeds of at least 50/10 Mbps to 90 per cent of premises serviced by the networks use (Telecommunications in new developments policy, **Attachment C.** 

This area is not currently listed for planned NBN upgrades (Dec 2023).

#### 4.6.4 Voice services in new developments

Telstra remains the primary universal service provider for the delivery of voice services as required under the Universal Service Obligation (USO) and must ensure people in Australia have reasonable access to standard telephone services where they live or work. This is an obligation to individual end users. Voice service connection fees and timeframes for end users will be in accordance with Telstra's Customer Terms presented in **Attachment C**.

Several SIPs (Telstra, Optus, Opticomm and NBN Co) has been contacted and advised of the proposed Croskell PSP development. The developer needs to decide the SIP for the development. The SIP selected will be responsible for the installation of any new telecommunication infrastructure to meet demand. To formally register the need for telecommunications services to the site and ensure capacity planners are aware of this requirement, an Intent to Develop (ITD) application should be submitted to the selected SIP. This form should be submitted upon finalisation of the development layout and upon receipt of a planning permit. Conceptual site layout plans should also be submitted with the ITD application. During the detailed design phase, submission of an Application for Reticulation form (AFR) will be required for each stage of construction. This information will be used by the selected SIP Telstra Network Engineering for design and construction briefing. In addition, electrical trenching plans will need to be provided to ABB (authority in Country Victoria) to instigate the design and installation of Telstra network.

Proposed Works to Service the Development Connection points for supply and extension into the site will be assessed and determined by Telstra according to the application process described above. Several telecommunications services are located in close proximity to the development site and supply is not anticipated to be a problem. Assuming the existing Telstra network allows for expansion, the major telecommunications service along Berwick-Cranbourne Road may provide a likely connection point into the northern and southern segments of the Cranbourne East B study area. In general, cables and servicing pits will be located within the road reserve throughout the development at specified offsets from the property boundaries. A property connection will be provided to each allotment and cabling will typically follow the same route as the electrical reticulation cables. Consultation with Telstra should also be undertaken during the early planning stages regarding specific telecommunication requirements for the site; this may include the need / want for fibre optic access, and other

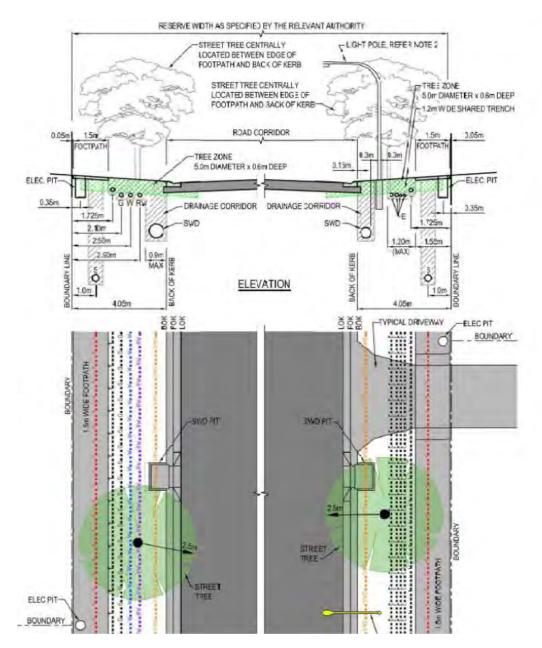


specialist telecommunication services. Additional costs may be associated with the provision of these services to the site.

#### 4.7 TYPICAL SERVICE CROSS SECTIONS

The Victorian Code of Practice Management of Infrastructure in Road Reserves (2016) under the Road Management Act 2004 includes typical services cross sections of utility locations within road reserves for residential streets (**Figure 8**). The Code of Practice also includes guidance for trunk and large feeder services and the depth to those services.





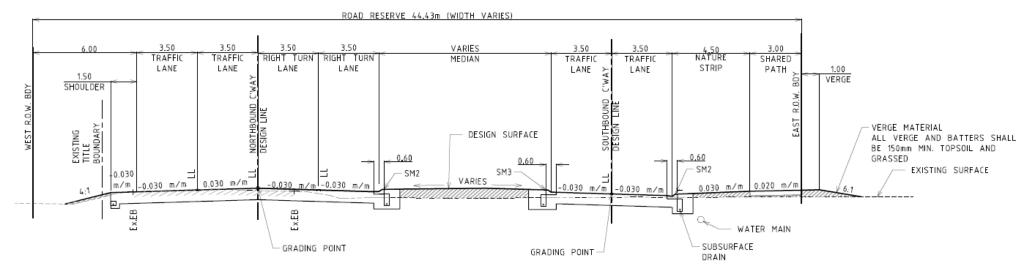
#### NOTES

- MINIMUM DEPTH OF COVER TO ALL UTIL TYSERVICES MYTH THE EXCEPTION OF THE ECO MINUNICATIONS SERVICES TO BE 600 intr. THE ECOMMUNICATIONS SERVICES ARE TO HAVE A MINIMUM DEPTH OF COVER OF 450 min. REFER TABLE AS FOR PURTHER DETAILS.
- LIGHT POLE STANDARD OFFSET TO BE BIDDING FROM BACK OF KERB TO FACE DEPOLE UNLESS THERE IS A CONFLICT WITH UNDERGROUND SERVICES.
- THE PREFERRED SEVER LOCATION IS CUTSIDE OF THE FOAD RESERVE.
   WHERE IT IS NECESSARY FOR THE SEWER TO BE WITHIN THE FOAD
  RESERVE, IT SHALL BE LOCATED AS INDICATED ON THE CROSS SECTIONS.
- WHERE STORM WATER ASSETS BELCING TO MELBOURNE WATER AND ARE GREATER THAN 750mm IN DIAMETER, CONTACT SHOULD BE MADE WITH MELBOURNE WATER TO DETERMINE ITS REQUIRED LOCATION IN RELATION TO STREET TREES.
- LOCATIONS OF STREET TREES, STREET LIGHTS, DRIVEWAYS AND PROPERTY BOUNDARIES ARE SHOWN INDICATIVELY ONLY.



Figure 8 Typical Services Locations in Residential Streets (Management of Infrastructure in Road Reserves (2016))





BERWICK-CRANBOURNE ROAD (CH 280 NORTHBOUND)

(Source: Dalton Consulting Engineers Drawing 12637.9TCS01)

Figure 9 Typical Cross Sections showing Services from Works Around Croskell PSP



## 5 REGULATORY FRAMEWORK

The following regulatory guidelines and standards are applicable to the PSP with respect to utility services. The list (Table 5.1) is not exhaustive and is provided as a guide only.

Table 5.1: Applicable Guidelines and Standards

Activity	Description					
	Essential Services Commission Act 2001					
	Electrical Industry Act 2000					
	Electrical Safety Act 1998					
	National Electricity (Victoria) Act 2005					
	Electrical Safety (Electrical Line Clearance) Regulations 2010					
	Pipelines Act 2005					
	Pipelines Regulations 2007					
	Gas Safety Act 1997					
	Subdivision Act 1988					
	Local Government Act 1989					
	Planning and Environment Act 1987					
	Environment Protection Act 2017					
Legislation, Regulations and Policies	Climate Change and Environment Protection Amendment Act 2012					
	Pollution of Waters by Oils and Noxious Substances Act 1986					
	National Environment Protection Council (Victoria) Act 1995					
	Water Industry Act 1994					
	Water Act 1989					
	Telecommunications Act 1997					
	Telecommunications Regulations 2021					
	Telecommunications (Low-Impact Facilities) Determination 2018					
	Telecommunications (Consumer Protection and Service Standards) Act 1999					
	Telecommunications in new developments policy, 01 September 2020					
	Australian Communications & Media Authority Act 2005					
	Victorian Desalination Project Specific Control Overlay					
	Victorian Desalination Project, Incorporated Document, November 2021					
	Check relevant specifications and standards for Melbourne Retail Water Agency -South East Water -Gas:					
	AS/NZS 2885-2008 Pipelines – Gas and Liquid petroleum General Requirements					
	AS/NZS 4132-2004 Copper Tubes for plumbing, gas fitting and drainage applications					
Guidelines, Standards and	Electricity -					
Code of Practice	AS3000 :2018 Electrical Installations (A/NZ Wiring Rules) AS3100: 2017 Approval and test specification – General requirements for electrical equipment Electricity Distribution Code of Practice version 2 1 May 2023					
	Telecommunications:					
	AS/NZS 3084: 2003 Telecommunications installations – Telecommunications pathways and spaces for commercial buildings					



## 6 CONCLUSIONS

Kleinfelder completed a before you dig Australia search to identify current services/utilities located within and along the boundaries of the PSP area. The following USPs were identified with the PSP area.

- APA Group Gas
- AusNet Services Electricity
- City of Casey drainage and easements
- Department of Energy, Environment and Climate Action (DEECA) formerly Department of Environment, Land,
   Water and Planning (DELWP) Electricity and fibre optic for the Melbourne Desalination Plant
- Melbourne Water Water supply, drainage and associated easements
- South East Water Water supply, sewer
- National Broadband Network (NBN) Telecommunications
- Opticomm Telecommunications
- Optus Telecommunications
- Telstra Telecommunications

Kleinfelder completed a site inspection on 29 May 2022 and 20-21 June 2022 to confirm the utilities and identify additional utilities within the PSP. A questionnaire was sent to each utility provider to:

- · Confirm the details of the BYDA search.
- Understand capital and maintenance programs, strategies including relevant staging issues for PSP planning and development.
- Identification of local and state policies that support low carbon emissions development.
- Ecological sustainable development for the precinct.
- A majority of the identified USP's did not respond to the queries from Kleinfelder and only limited information
  was provided by those that did respond.

Kleinfelder completed a desktop search on the official websites of the USPs to inform the situational analysis report.

The key findings of the USA are summarised below:

- The existing location of the main utilities on and around the site are shown in the figure in Attachment A of this report.
- The main constraints for development of the PSP are the Victorian Desalination Plant (VDP) and electricity
  infrastructure (underground power and fibre cable) located in the central portion of the site and the above
  ground transmission lines located south of the VDP infrastructure.
- The PSP needs to consider that all development is planned north and south of the VDP infrastructure and transmission lines including the associated buffer zones.



# ATTACHMENT A: UTILITY INFRASTRUCTURE FIGURES

Includes Figure 3-1 and Figures 4-1 to 4-16.







#### Legend Site Boundary Parcel Boundaries: LotPlan - Address Lot 1 LP217543 - 1454 Thompsons Road Cranbourne East 3977 11 Lot 10 PS729806 - 1660 Thompsons Rd, Cranbourne East Vic 3977 Lot 2 PS729806 - 1450 Thompsons Rd, Cranbourne East Vic 3977 12 Lot 11 PS729806 - 1670 State Route 6, Cranbourne East Vic 3977 Lot 3 PS729806 - 1460 Thompsons Rd, Cranbourne East Vic 3977 13 Lot 12 PS729806 - 585 Berwick-Cranbourne Rd, Clyde North Vic 3978 Lot 4 PS729806 - 1468 Thompsons Rd, Cranbourne East Vic 3977 14 Lot 1 PS840896 - 350 Narre Warren Rd, Cranbourne East Vic 3977 Lot 5 PS729806 - 1500 State Route 6, Cranbourne East Vic 3977 15 Lot P PS623939 - 2S Donohue St. Cranbourne East Vic 3977 Lot 1 TP113854 - 1500 Thompsons Rd, Cranbourne East Vic 3977 16 Lot 1 PS706792 - 37 Brocker Street Clyde North 3978 Lot 7 PS729806 - 1550 Thompsons Rd, Cranbourne East Vic 3977 17 Lot 2 PS718150 - 35 Brocker St, Clyde North Vic 3978 Lot 6 PS729806 - 1520 Thompsons Rd, Cranbourne East Vic 3977 Lot C PS704181 - 3-22 Ballymena Crescent Cranbourne East 3977 18 Lot C PS704181 - 5-13 Jeanetta Close Cranbourne Easte Lot 9 PS729806 - 1568 Thompsons Rd, Cranbourne East Vic 3977 8 Lot C PS704181 - 15S Tangemere Way Cranbourne East 3977 Lot 8 PS729806 - 1580 Thompsons Rd, Cranbourne East Vic 3977 Lot Res 2 PS706792 - 90l Donohue Street Clyde North 3978 19 Lot Res 1 PS706792 - 585I Berwick-Cranbourne Road Clyde North 3978 Lot Res 1 PS547008 - 2I Staunton Walk, Cranbourne East Vic 3977 Lot 1 TP123778 - 102W Linsell Boulevard Cranbourne East 3977 1 2 3 5 8 6 100 4 12 9 Clyde Nort 14 11 13 PILITER AVE SpiritBive Cranbourne East 15 16 16 19 10 MODE 17 19 10 18 18 Armstrong St 18 Hogan St 10 Nags Ru 10

ancho Dr 3 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community 0.8 PROJECT REFERENCE: 20220085 FIGURE: **Desktop & Site Inspection** 



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DATE DRAWN: 14/04/2023 17:15 Version DRAWN BY: StChan

Esri - 2023 Nearmap - 2023 VIC Department of Environment, Land, Water & Planning - 2022

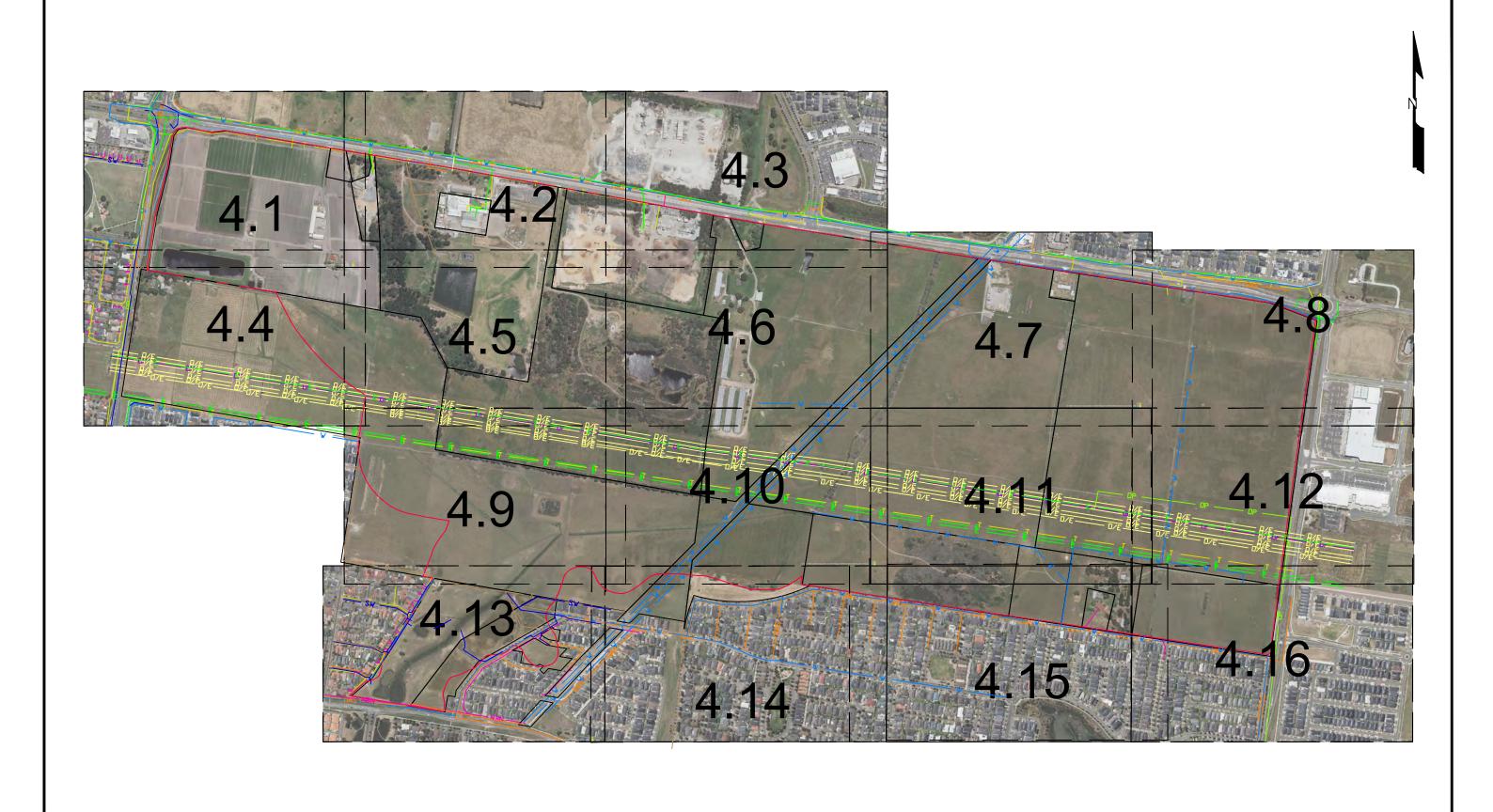
DATA SOURCE

**Sudy Area** 

ankland St

2

Victorian Planning Authority Croskell PSP Utility Services Assessment Cranbourne East and Clyde North, VIC



### NOT TO SCALE

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SITE BOUNDARY
PARCEL BOUNDARIES



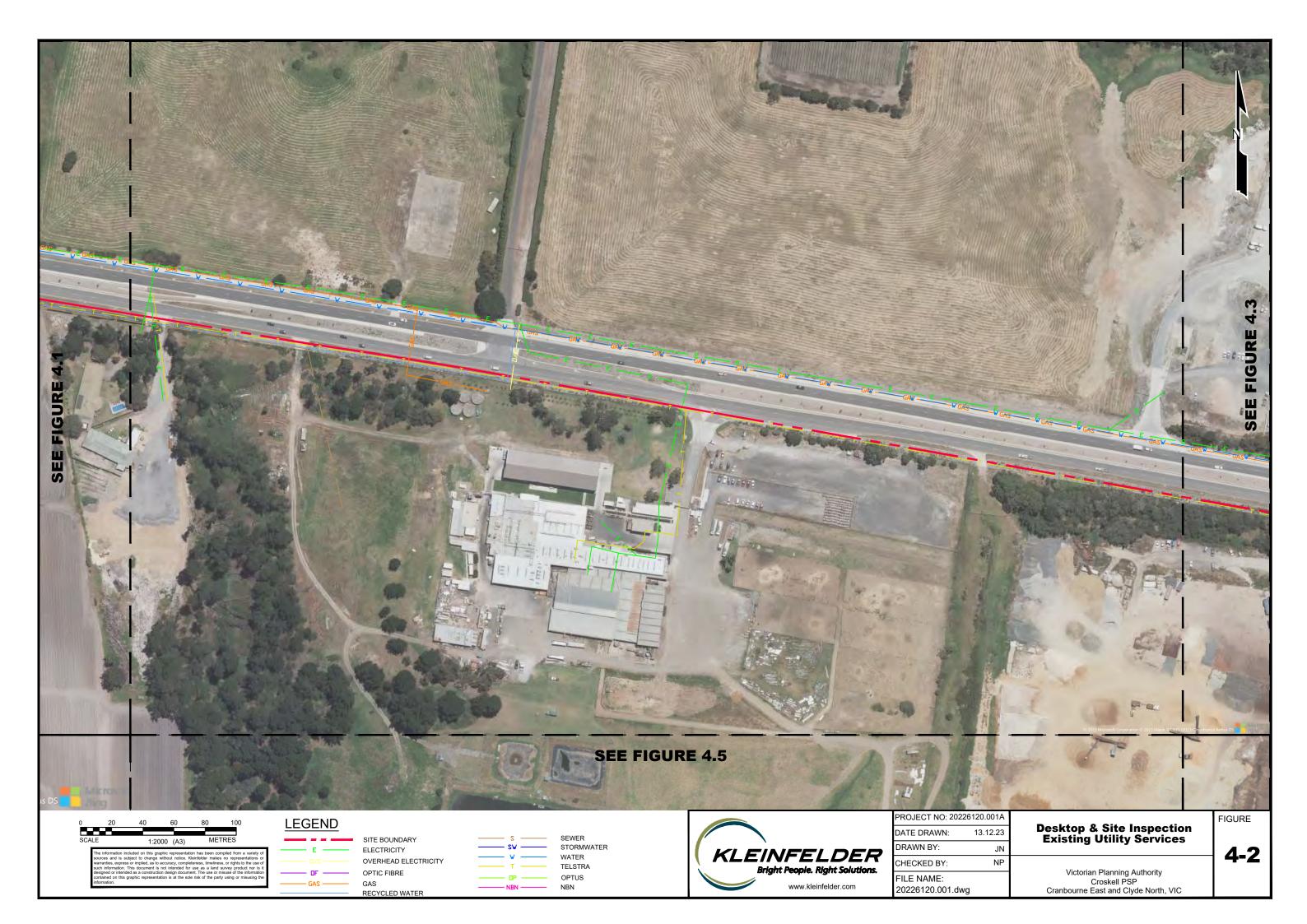
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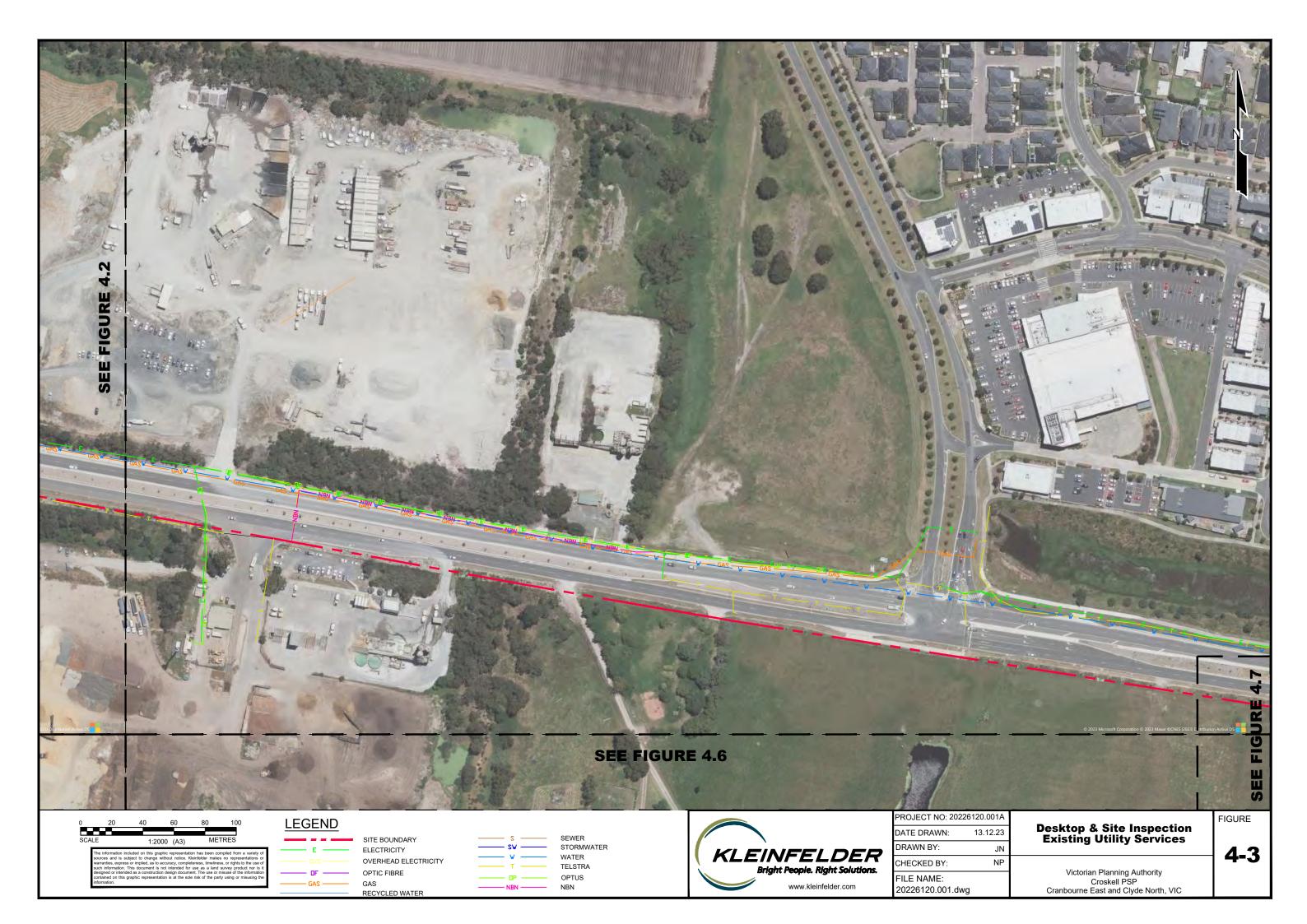
#### Desktop & Site Inspection Existing Utility Services Site Overview

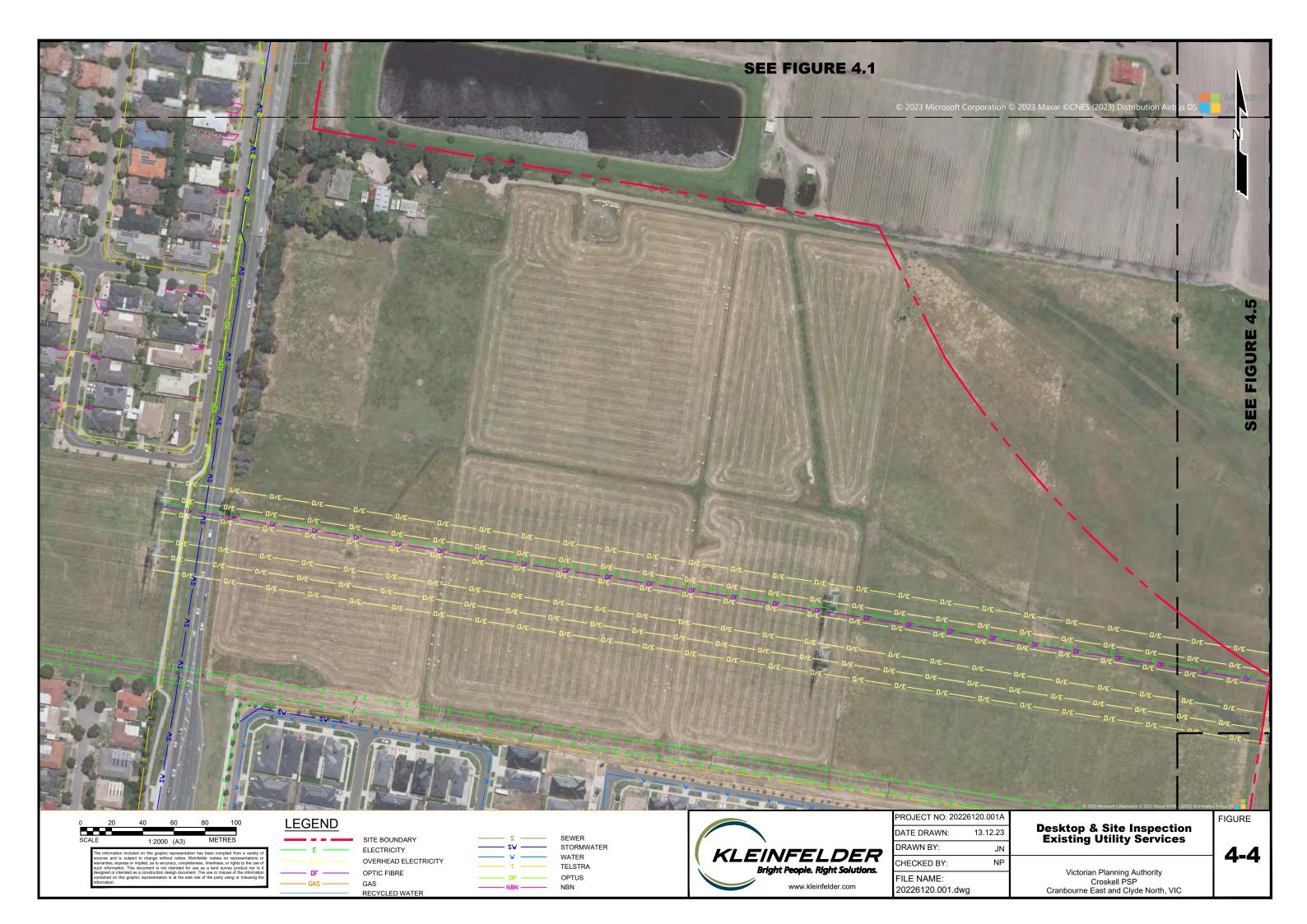
Victorian Planning Authority Croskell PSP Cranbourne East and Clyde North, VIC FIGURE

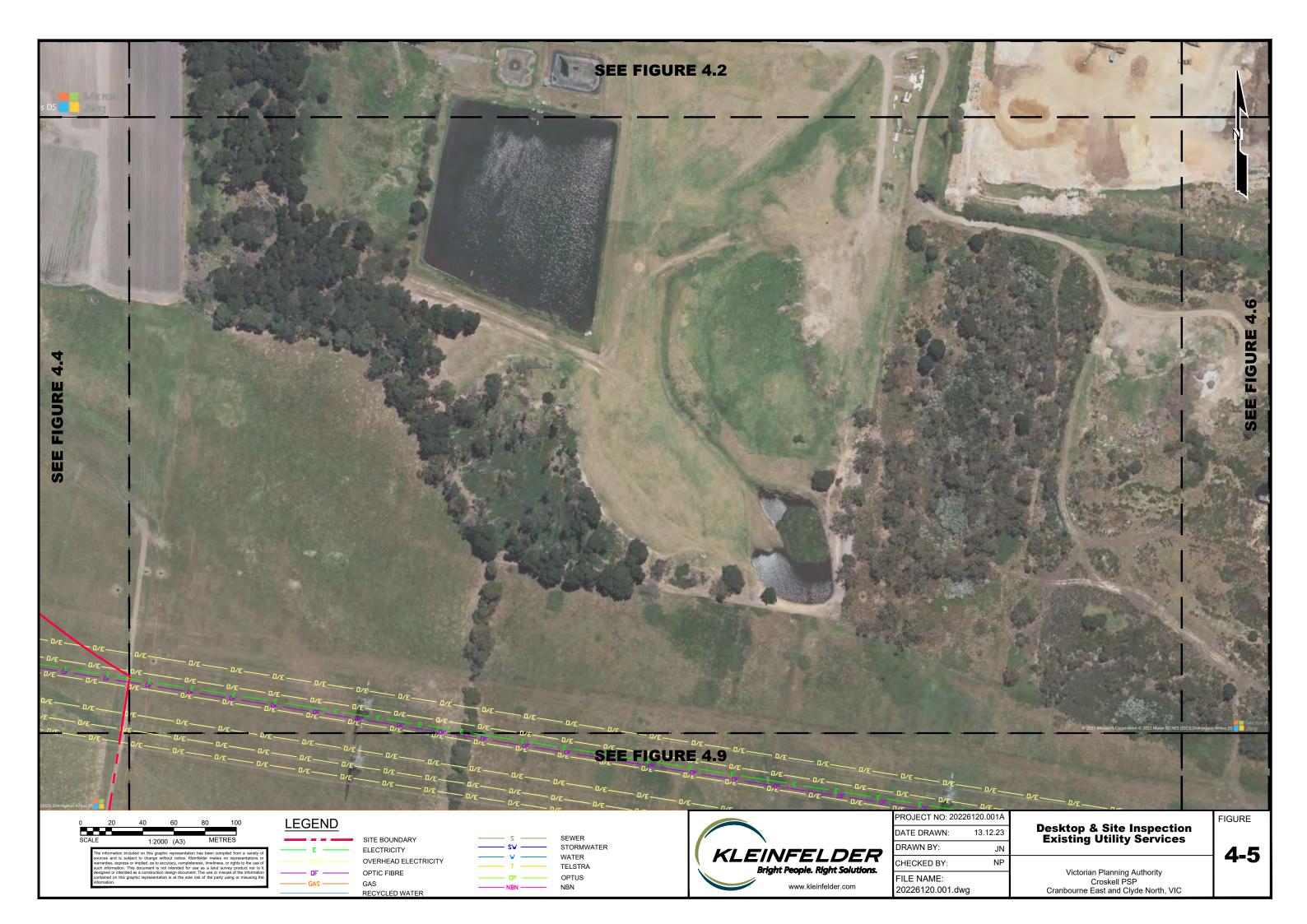
**3-**1

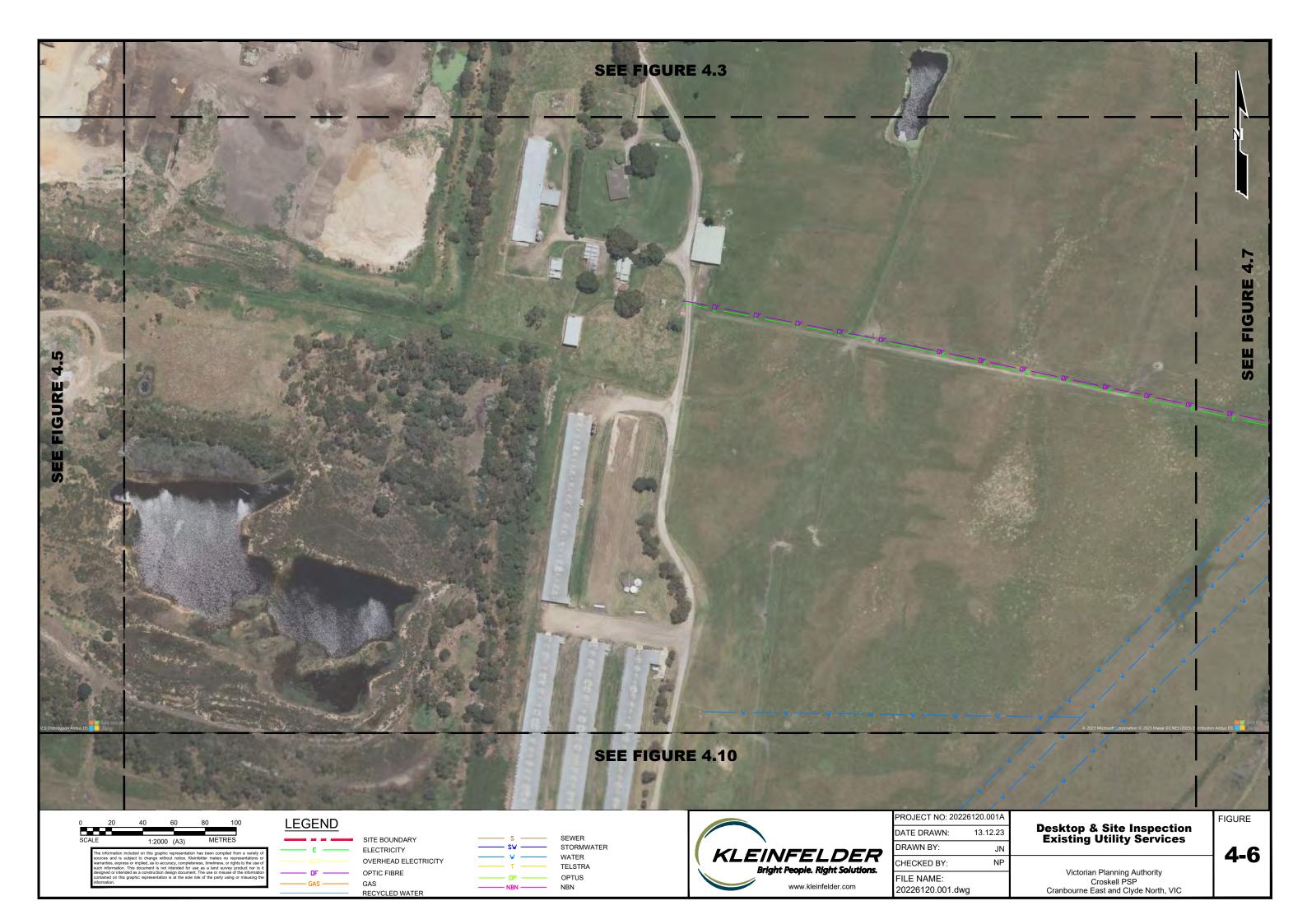


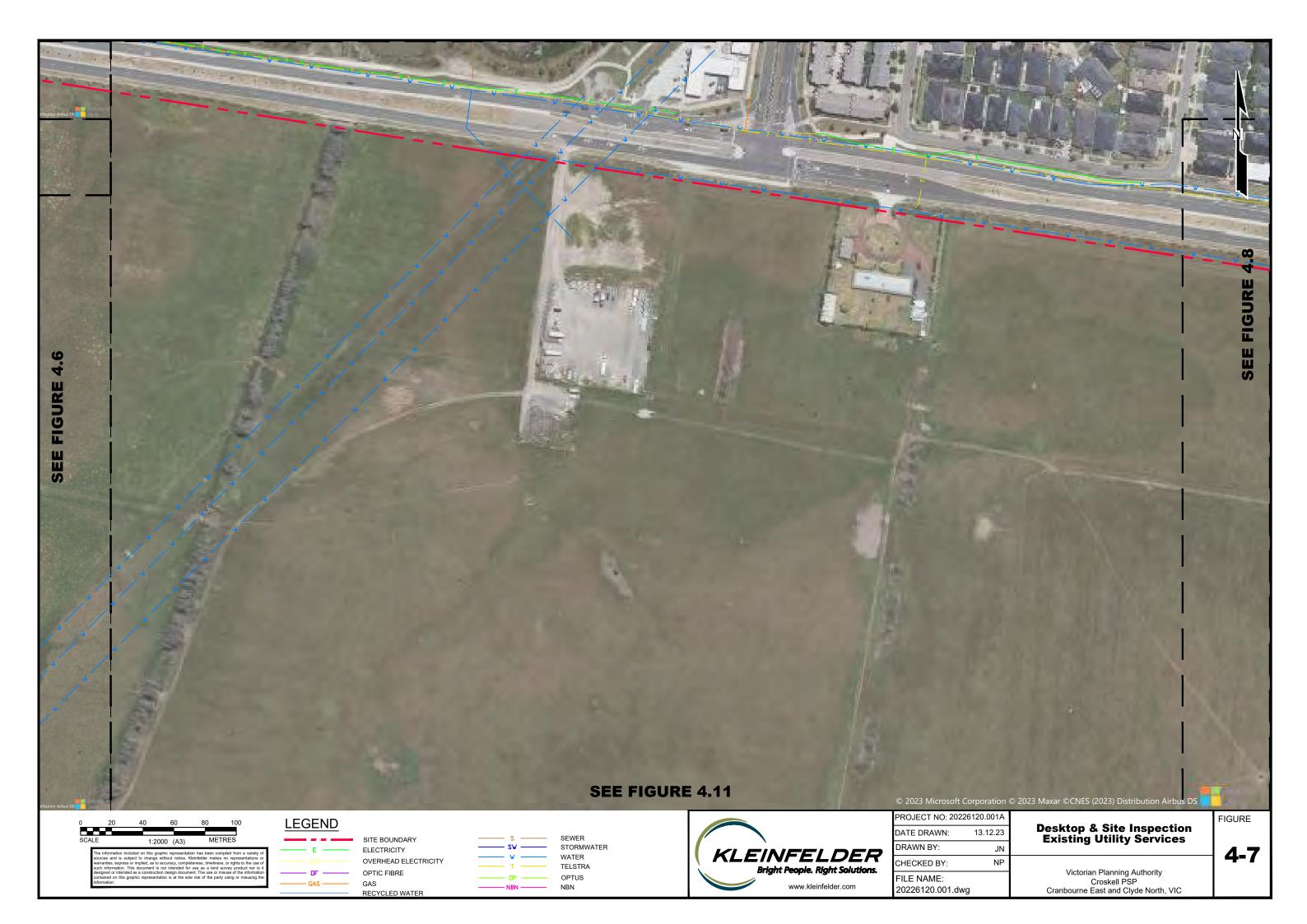


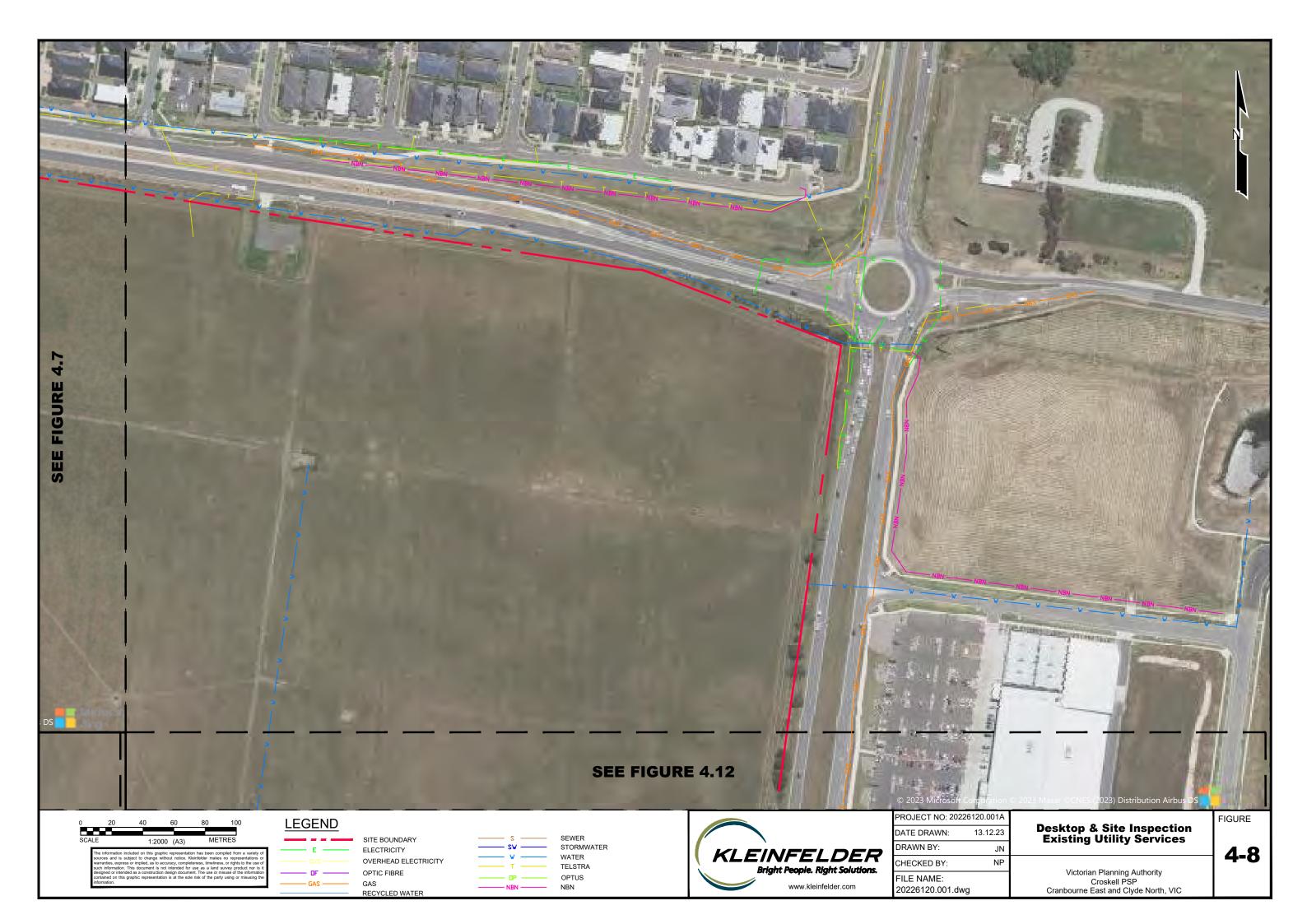


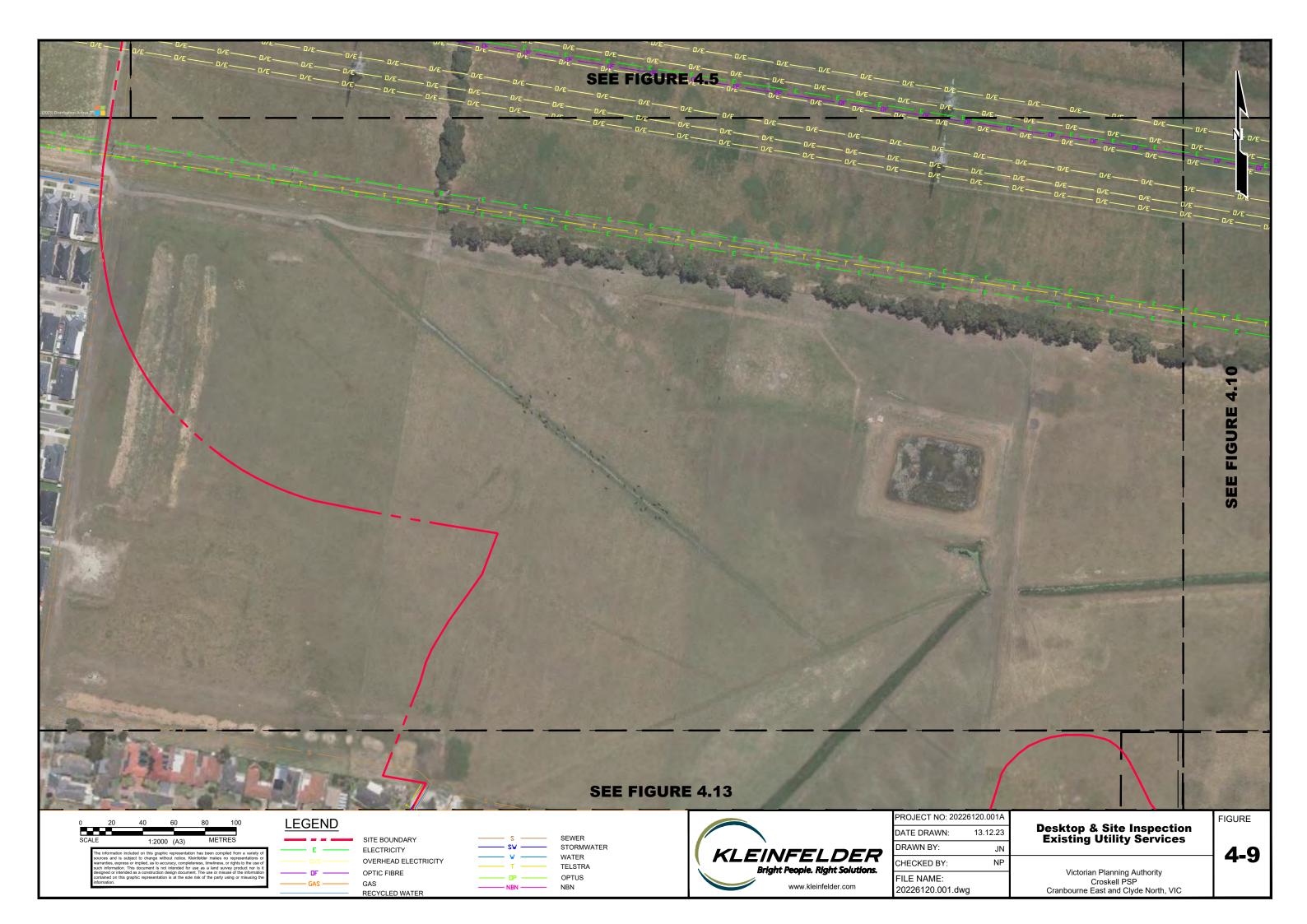


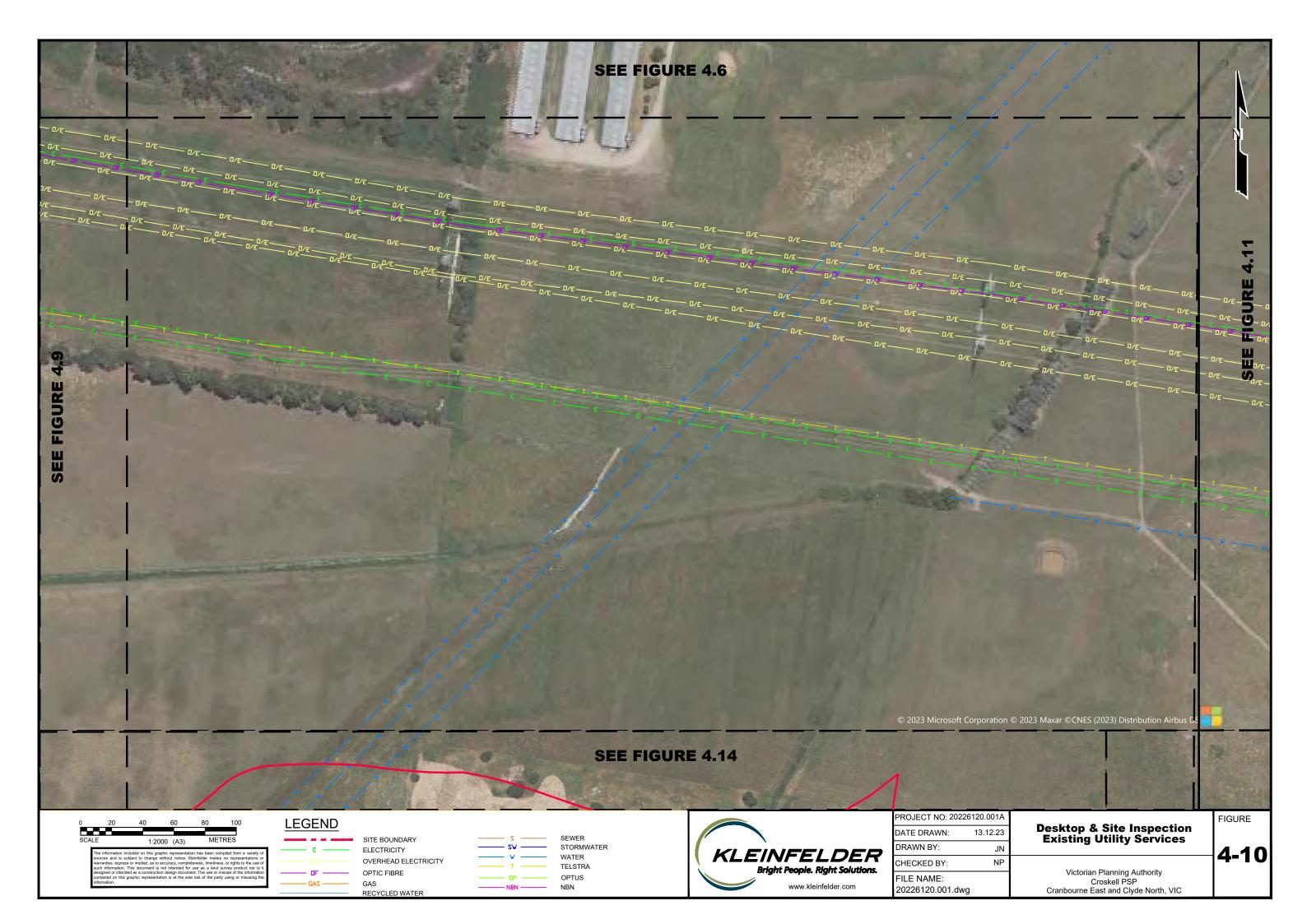


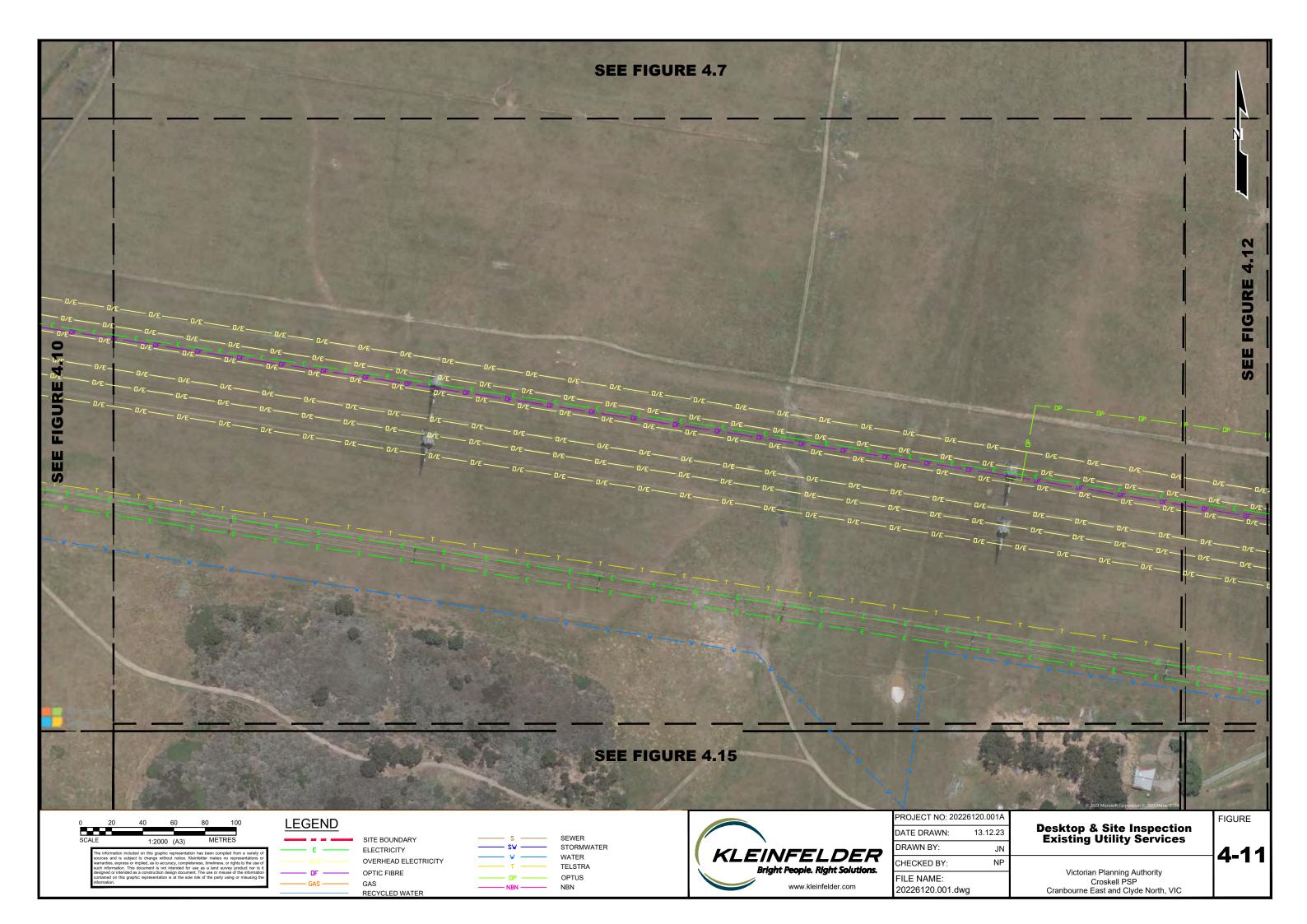


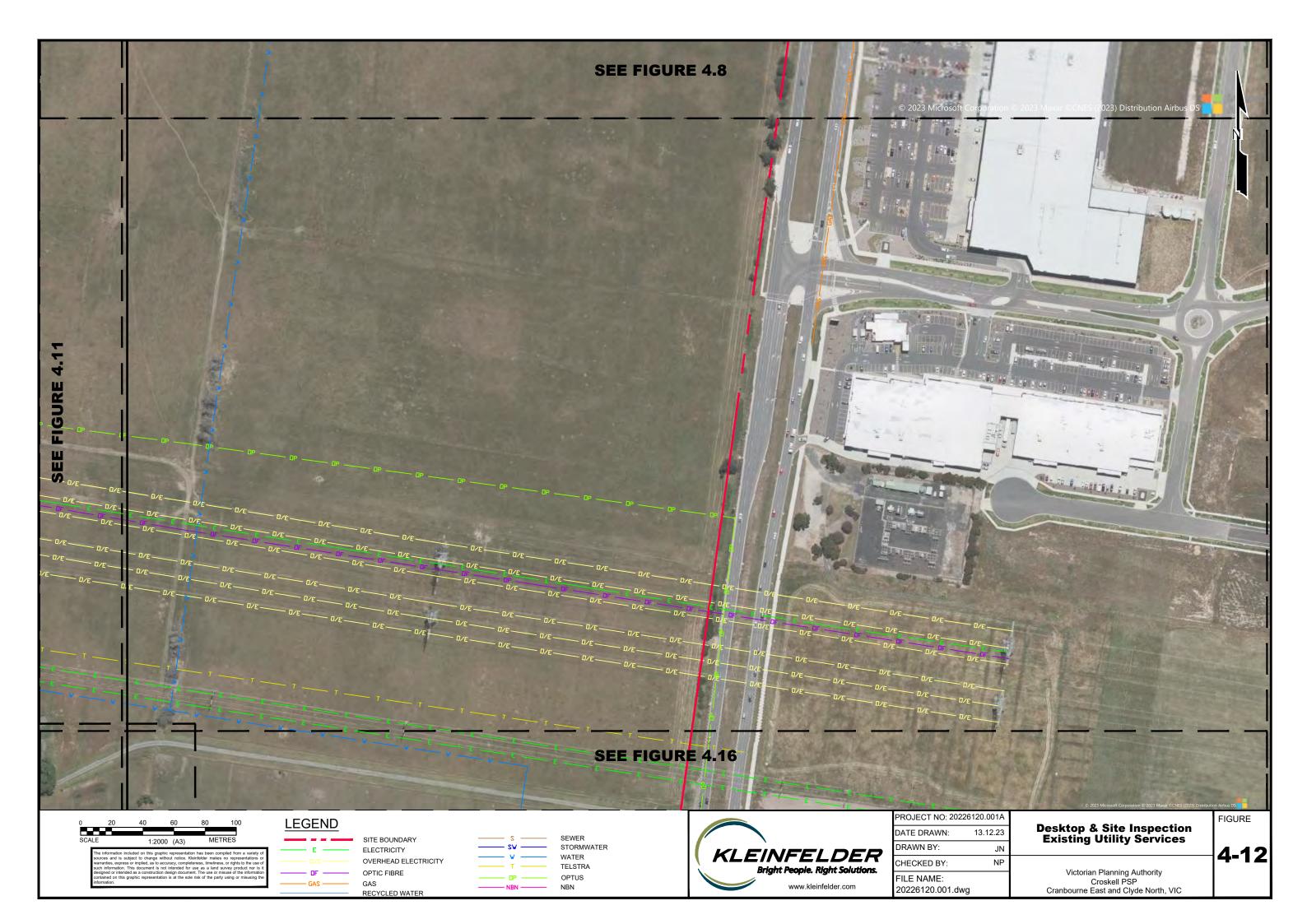


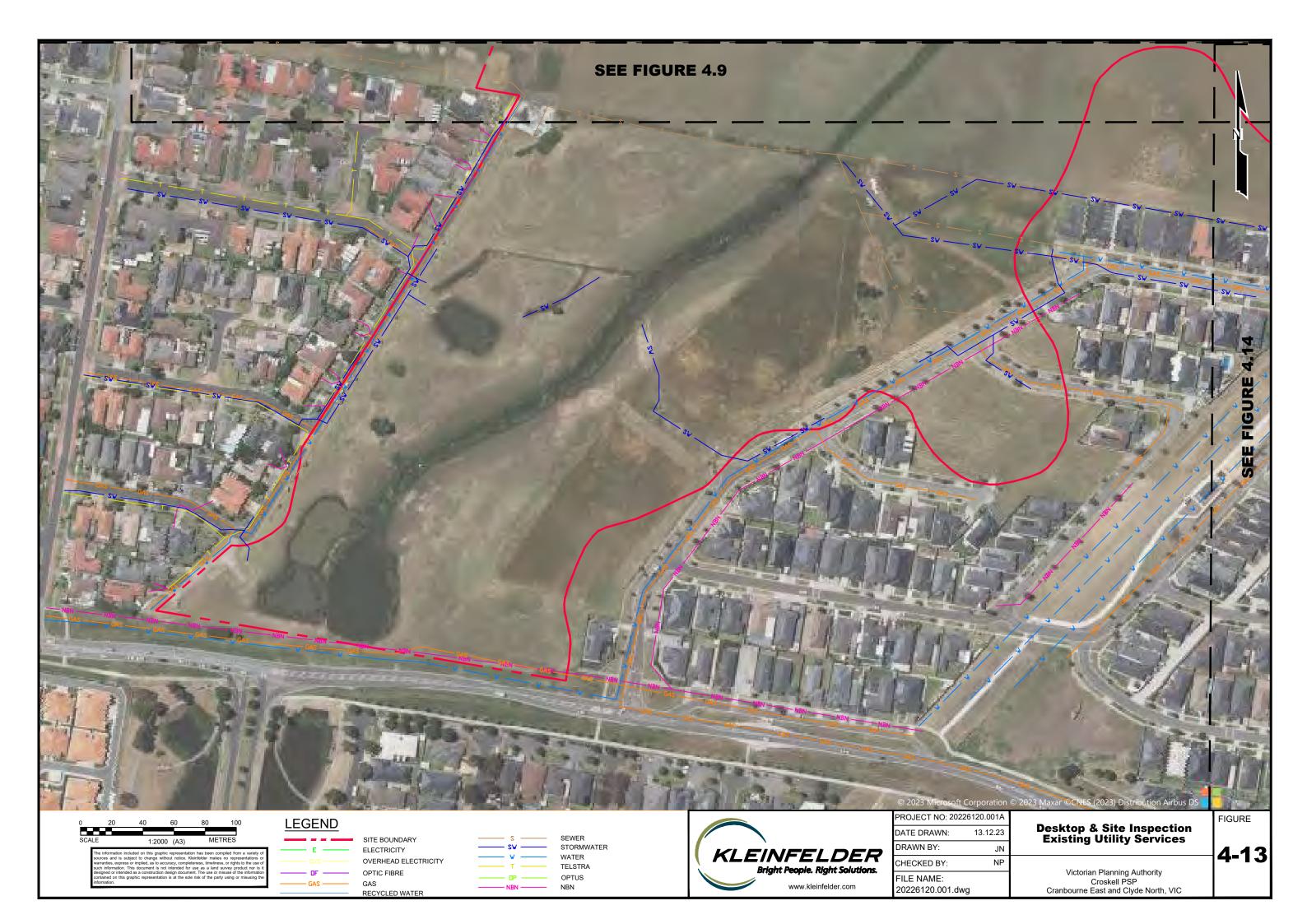


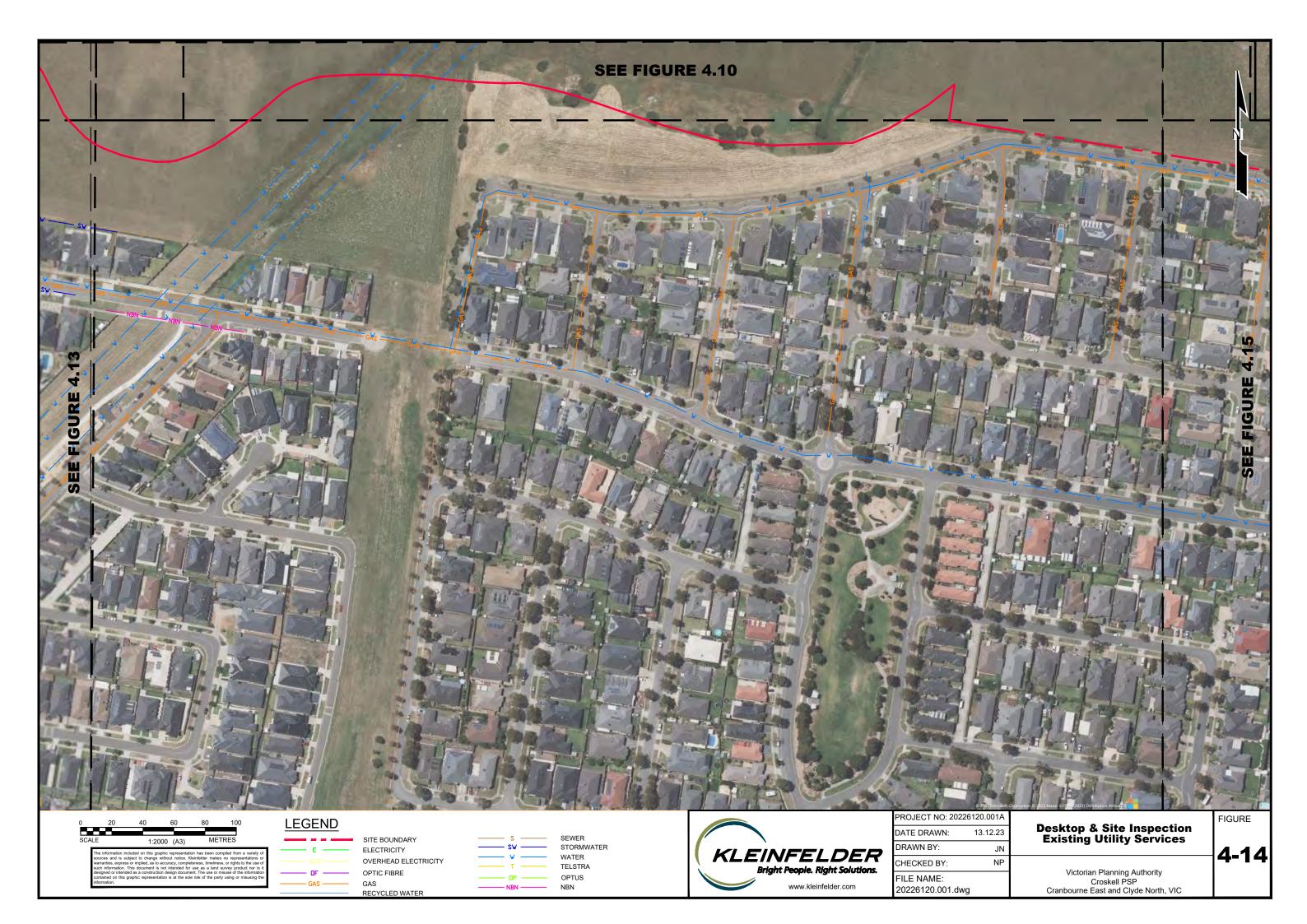


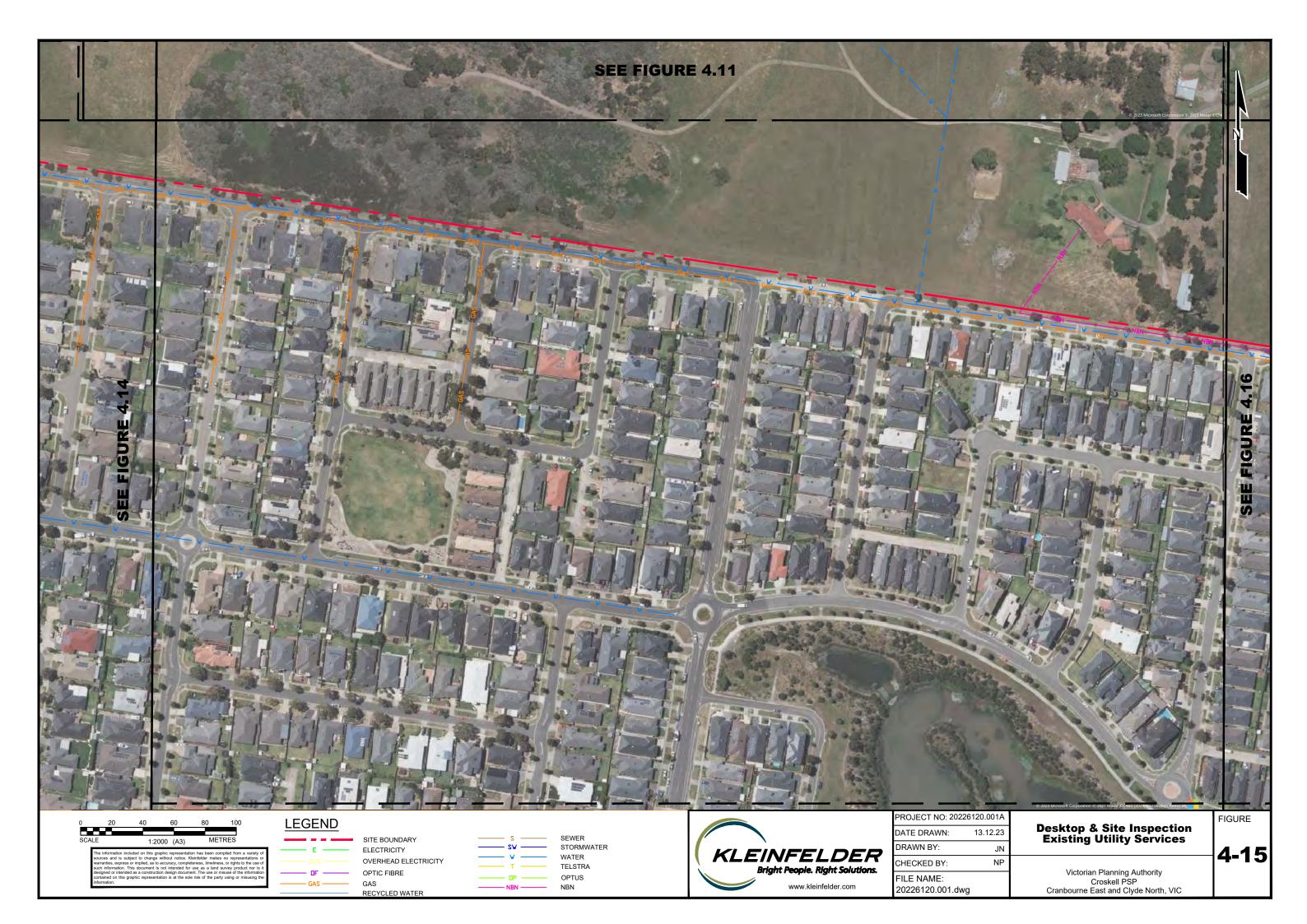


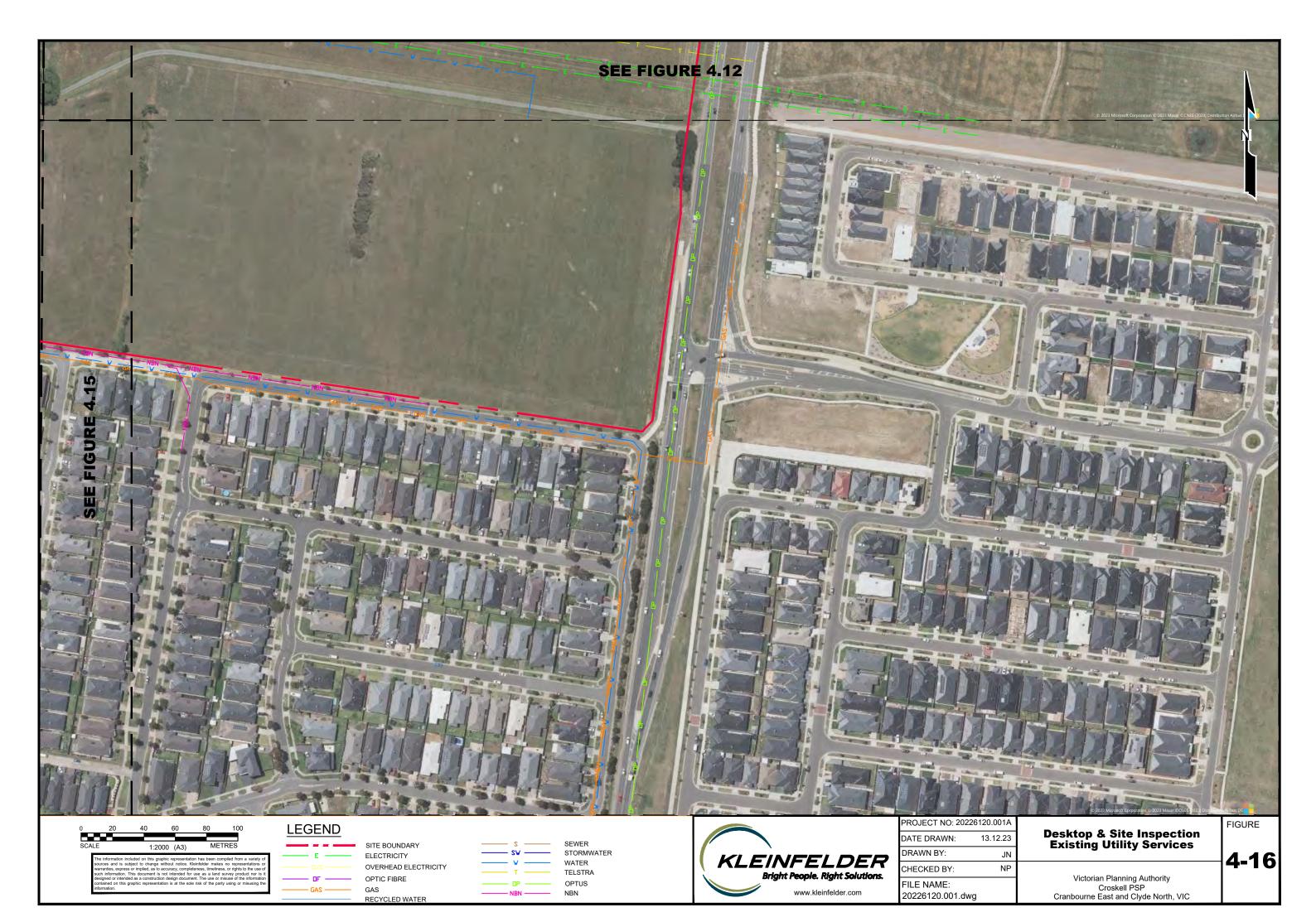










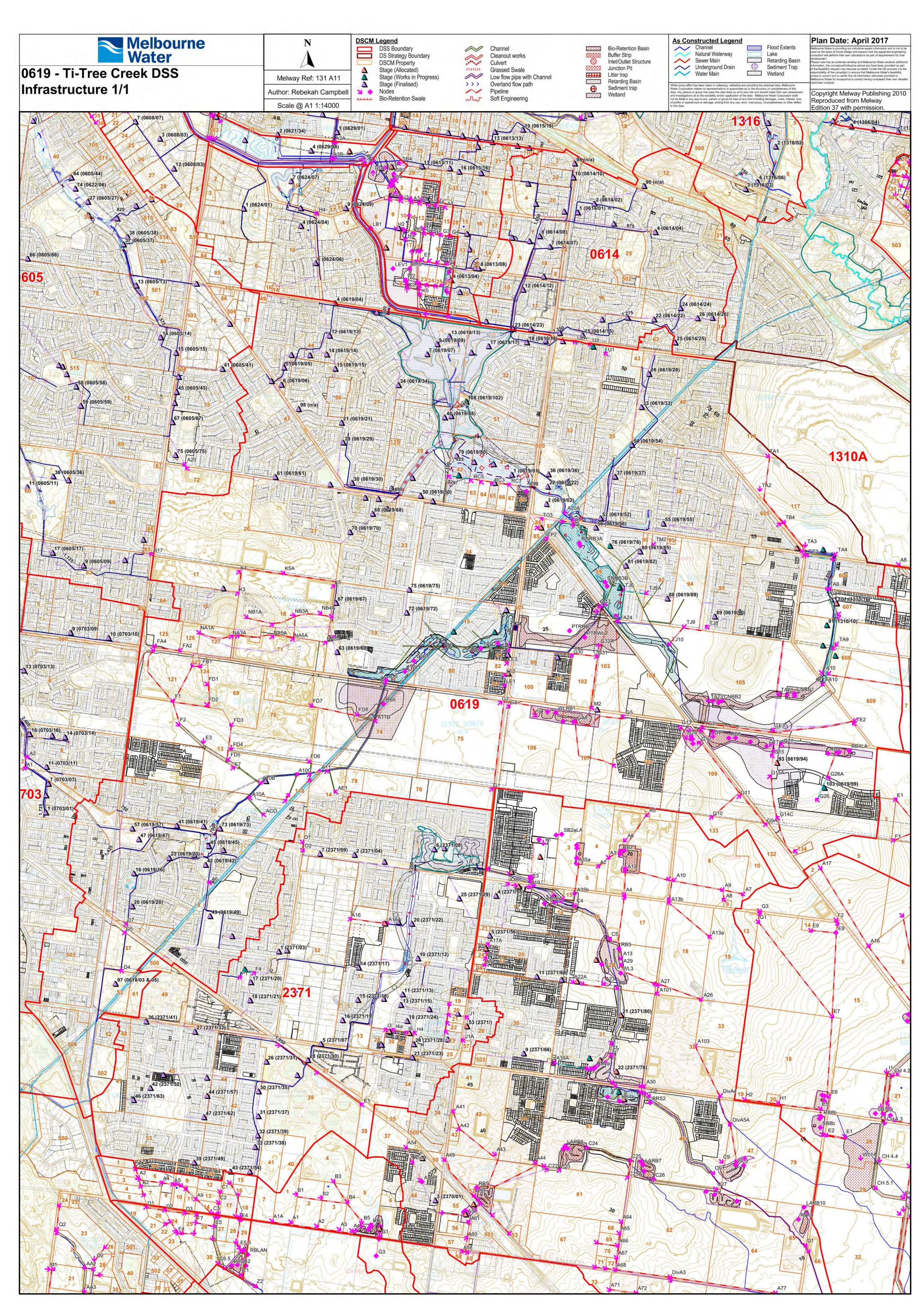




# ATTACHMENT B: WATER AND DRAINAGE INFRASTRUCTURE DOCUMENTS







### South East Region - drainage works reimbursement rates

The following information was correct as of 13 September 2021. These rates exclude GST.

For up-to-date information, please visit Melbourne Water's website:

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Category	Item	Unit	Rate (\$)	
Access Track Rates	Concrete	m2		South east
Access Track Rates	Crushed Rock	m2		South east
Bio-retention Rates	Agi Pipe Rate	m		South east
Bio-retention Rates	Filter Media Screenings Rate	m3		South east
Bio-retention Rates	Geotextile Rate	m2		South east
Box Culvert Link/Base Slab Rates	300mmW	m		South east
Box Culvert Link/Base Slab Rates	450mmW	m		South east
Box Culvert Link/Base Slab Rates	600mmW	m		South east
Box Culvert Link/Base Slab Rates	900mmW	m		South east
Box Culvert Link/Base Slab Rates	1200mmW	m	618.00	South east
Box Culvert Link/Base Slab Rates	1500mmW	m	890.00	South east
Box Culvert Link/Base Slab Rates	1800mmW	m	1,106.00	South east
Box Culvert Link/Base Slab Rates	2100mmW	m	1,331.00	South east
Box Culvert Link/Base Slab Rates	2400mmW	m	1,604.00	South east
Box Culvert Link/Base Slab Rates	2700mmW	m	1,916.00	South east
Box Culvert Link/Base Slab Rates	3000mmW	m	2,207.00	South east
Box Culvert Link/Base Slab Rates	3600mmW	m		South east
Box Culvert Link/Base Slab Rates	4200mmW	m		South east
Box Culvert Rates	300mmW x 225mmH	m		South east
Box Culvert Rates	450mmW x 300mmH	m		South east
Box Culvert Rates	600mmW x 300mmH	m		South east
Box Culvert Rates	600mmW x 450mmH	m		South east
Box Culvert Rates	900mmW x 300mmH	m		South east
Box Culvert Rates	900mmW x 600mmH	m		South east
Box Culvert Rates	1200mmW x 300mmH	m		South east
Box Culvert Rates	1200mmW x 600mmH	m		South east
Box Culvert Rates	1200mmW x 900mmH	m		South east
Box Culvert Rates	1200mmW x 1200mmH	m		South east
Box Culvert Rates	1500mmW x 600mmH	m		South east
Box Culvert Rates	1500mmW x 750mmH	m		South east
Box Culvert Rates	1500mmW x 900mmH	m	•	South east
Box Culvert Rates	1500mmW x 1200mmH	m		South east
Box Culvert Rates	1500mmW x 1500mmH	m		South east
Box Culvert Rates	1800mmW x 600mmH	m		South east
Box Culvert Rates	1800mmW x 750mmH	m	•	South east
Box Culvert Rates	1800mmW x 900mmH	m		South east
Box Culvert Rates	1800mmW x 1200mmH	m		South east
Box Culvert Rates	1800mmW x 1500mmH	m	,	South east
Box Culvert Rates	1800mmW x 1800mmH	m		South east
Box Culvert Rates	2100mmW x 600mmH			South east
Box Culvert Rates	2100mmW x 750mmH	m		South east
Box Culvert Rates	2100mmW x 730mmH	m		South east
Box Culvert Rates	2100mmW x 1200mmH	m		South east
Box Culvert Rates  Box Culvert Rates	2100mmW x 1200mmH	m		
		m		South east
Box Culvert Rates	2100mmW x 1800mmH	m		South east
Box Culvert Rates	2100mmW x 2100mmH	m		South east
Box Culvert Rates	2400mmW x 600mmH	m		South east
Box Culvert Rates	2400mmW x 750mmH	m		South east
Box Culvert Rates	2400mmW x 900mmH	m		South east
Box Culvert Rates	2400mmW x 1200mmH	m		South east
Box Culvert Rates	2400mmW x 1500mmH	m		South east
Box Culvert Rates	2400mmW x 1800mmH	m		South east
Box Culvert Rates	2400mmW x 2100mmH	m		South east
Box Culvert Rates	2400mmW x 2400mmH	m		South east
Box Culvert Rates	2700mmW x 600mmH	m		South east
Box Culvert Rates	2700mmW x 750mmH	m	2,297.00	South east
				-

### South East Region - drainage works reimbursement rates

The following information was correct as of 13 September 2021. These rates exclude GST.

For up-to-date information, please visit Melbourne Water's website:

Sox Culvert Rates					
2000 Culvert Rates	Category	Item	Unit	<b>Rate (\$)</b>	Region
30x Culvert Rates	Box Culvert Rates		m		
200 Culvert Rates			m		
300 Culvert Rates			m		
300 Culvert Rates			m		
300 Culvert Rates	Box Culvert Rates		m	•	
300 Culvert Rates   3000mmW x 1200mmH   m   2,936.00   South east   3000 Culvert Rates   3000mmW x 1200mmH   m   3,152.00   South east   3000mmW x 1200mmH   m   3,752.00   South east   3000mmW x 1500mmH   m   3,758.00   South east   3000mmW x 1500mmH   m   3,758.00   South east   3000mmW x 1200mmH   m   3,758.00   South east   3000mmW x 1200mmH   m   3,758.00   South east   3000mmW x 2400mmH   m   4,010.00   South east   3000mmW x 2400mmH   m   4,438.00   South east   3000mmW x 2400mmH   m   4,438.00   South east   3000mmW x 2400mmH   m   3,789.00   South east   3000mmW x 3000mmH   m   3,789.00   South east   3000mmW x 3000mmH   m   3,789.00   South east   3000mmW x 3000mmH   m   4,979.00   South east   3000mmW x 1500mmH   m   4,177.00   South east   3000mmW x 1500mmH   m   4,177.00   South east   3000mmW x 1500mmH   m   4,177.00   South east   3000mmW x 1200mmH   m   4,711.00   South east   3000mmW x 1200mmH   m   4,711.00   South east   3000mmW x 2700mmH   m   5,755.00   South east   3000mmW x 2700mmH   m   5,558.00   South east   3000mmW x 2700mmH   m   5,558.00   South east   3000mmW x 2700mmH   m   5,558.00   South east   3000mmW x 1200mmH   m   5,105.00   South east   3000mmW x 1200mmH   m   5,055.00   South east   3000mmW x 1200mmH   m   5,057.00	Box Culvert Rates		m		
300 Culvert Rates	Box Culvert Rates	2700mmW x 2700mmH	m	3,979.00	South east
300 Culvert Rates   3000mmW x 1500mmH   m   3,371.00   South east 300 Culvert Rates   3000mmW x 1800mmH   m   3,580.00   South east 3000 Culvert Rates   3000mmW x 2100mmH   m   4,010.00   South east 3000mmW x 2200mmH   m   4,010.00   South east 3000mmW x 2700mmH   m   4,224.00   South east 3000mmW x 3000mmH   m   4,238.00   South east 3000   South east 3000mmW x 3000mmH   m   3,789.00   South east 3000   South east 30000   Sou	Box Culvert Rates	3000mmW x 900mmH	m	2,936.00	South east
300	Box Culvert Rates	3000mmW x 1200mmH	m	3,152.00	South east
BOX CUIVERT Rates         3000mmW x 2400mmH         m         3,796.00         South east 300X CUIVERT Rates         3000mmW x 2400mmH         m         4,010.00         South east 30X CUIVER Rates         3000mmW x 2700mmH         m         4,224.00         South east 30X CUIVER Rates         3000mmW x 3000mmH         m         4,224.00         South east 30X CUIVER Rates         3600mmW x 3000mmH         m         4,388.00         South east 30X CUIVER Rates         3600mmW x 1300mmH         m         3,789.00         South east 30X CUIVER Rates         3600mmW x 1200mmH         m         4,475.00         South east 30X CUIVER Rates         3600mmW x 1300mmH         m         4,475.00         South east 30X CUIVER Rates         3600mmW x 1300mmH         m         4,711.00         South east 30X CUIVER Rates         3600mmW x 2400mmH         m         4,711.00         South east 30X CUIVER Rates         3600mmW x 2400mmH         m         4,955.00         South east 30X CUIVER Rates         3600mmW x 2400mmH         m         4,955.00         South east 30X CUIVER Rates         3600mmW x 2400mmH         m         4,955.00         South east 30X CUIVER Rates         4200mmW x 2000mmH         m         5,558.00         South east 30X CUIVER Rates         4200mmW x 2000mmH         m         5,675.00         South east 30X CUIVER Rates         4200mmW x 1500mmH         m         5,675.00         South east 30X CUIVER Rates <td>Box Culvert Rates</td> <td>3000mmW x 1500mmH</td> <td>m</td> <td>3,371.00</td> <td>South east</td>	Box Culvert Rates	3000mmW x 1500mmH	m	3,371.00	South east
BOX Culvert Rates         3000mmW x 2400mmH         m         4,010.00         South east 300 Culvert Rates         3000mmW x 2700mmH         m         4,224.00         South east 300 Culvert Rates         3000mmW x 3000mmH         m         4,224.00         South east 300 Culvert Rates         3600mmW x 200mmH         m         3,789.00         South east 300 Culvert Rates         3600mmW x 1200mmH         m         3,789.00         South east 300 Culvert Rates         3600mmW x 1200mmH         m         4,477.00         South east 300 Culvert Rates         3600mmW x 1200mmH         m         4,477.00         South east 300 Culvert Rates         3600mmW x 1200mmH         m         4,471.00         South east 300 Culvert Rates         3600mmW x 1200mmH         m         4,965.00         South east 300 Culvert Rates         3600mmW x 2400mmH         m         4,965.00         South east 300 Culvert Rates         3600mmW x 2700mmH         m         5,258.00         South east 300 Culvert Rates         3600mmW x 2700mmH         m         5,258.00         South east 300 Culvert Rates         4200mmW x 2700mmH         m         5,558.00         South east 300 Culvert Rates         4200mmW x 2700mmH         m         5,558.00         South east 300 Culvert Rates         4200mmW x 2700mmH         m         5,595.00         South east 300 Culvert Rates         4200mmW x 2700mmH         m         5,595.00         South east 300 Culv	Box Culvert Rates	3000mmW x 1800mmH	m	3,580.00	South east
30X Culvert Rates         3000mmW x 2700mmH         m         4,224.00         South eas           30X Culvert Rates         3000mmW x 3000mmH         m         4,438.00         South eas           30X Culvert Rates         3600mmW x 3000mmH         m         3,789.00         South eas           30X Culvert Rates         3600mmW x 1500mmH         m         3,977.00         South eas           30X Culvert Rates         3600mmW x 1800mmH         m         4,177.00         South eas           30X Culvert Rates         3600mmW x 1800mmH         m         4,717.00         South eas           30X Culvert Rates         3600mmW x 2400mmH         m         4,717.00         South eas           30X Culvert Rates         3600mmW x 2400mmH         m         4,715.00         South eas           30X Culvert Rates         3600mmW x 2700mmH         m         5,558.00         South eas           30X Culvert Rates         4200mmW x 300mmH         m         5,558.00         South eas           30X Culvert Rates         4200mmW x 1200mmH         m         5,050.00         South eas           30X Culvert Rates         4200mmW x 1800mmH         m         5,393.00         South eas           30X Culvert Rates         4200mmW x 2400mmH         m         5,6	Box Culvert Rates	3000mmW x 2100mmH	m	3,796.00	South east
300 Culvert Rates   3000mmW x 3000mmH   m   4,438.00   South east 300 Culvert Rates   3600mmW x 3000mmH   m   3,967.00   South east 300 Culvert Rates   3600mmW x 1200mmH   m   4,177.00   South east 300 Culvert Rates   3600mmW x 1200mmH   m   4,177.00   South east 300 Culvert Rates   3600mmW x 1800mmH   m   4,717.00   South east 300 Culvert Rates   3600mmW x 1800mmH   m   4,717.00   South east 300 Culvert Rates   3600mmW x 1800mmH   m   4,717.00   South east 300 Culvert Rates   3600mmW x 2100mmH   m   4,965.00   South east 300 Culvert Rates   3600mmW x 2700mmH   m   5,233.00   South east 300 Culvert Rates   3600mmW x 2700mmH   m   5,533.00   South east 300 Culvert Rates   3600mmW x 3000mmH   m   5,533.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   5,558.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   5,393.00   South east 300 Culvert Rates   4200mmW x 1200mmH   m   5,393.00   South east 300 Culvert Rates   4200mmW x 1200mmH   m   5,954.00   South east 300 Culvert Rates   4200mmW x 1800mmH   m   5,954.00   South east 300 Culvert Rates   4200mmW x 2100mmH   m   6,292.00   South east 300 Culvert Rates   4200mmW x 2400mmH   m   6,292.00   South east 300 Culvert Rates   4200mmW x 2400mmH   m   6,292.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 3000mm Rates   4200mmW x 3000mmH   m   6,794.00   South east 300	Box Culvert Rates	3000mmW x 2400mmH	m	4,010.00	South east
300 Culvert Rates   3000mmW x 3000mmH   m   4,438.00   South east 300 Culvert Rates   3600mmW x 1200mmH   m   3,967.00   South east 300 Culvert Rates   3600mmW x 1200mmH   m   4,177.00   South east 300 Culvert Rates   3600mmW x 1200mmH   m   4,717.00   South east 300 Culvert Rates   3600mmW x 1800mmH   m   4,717.00   South east 300 Culvert Rates   3600mmW x 1800mmH   m   4,717.00   South east 300 Culvert Rates   3600mmW x 2100mmH   m   4,711.00   South east 300 Culvert Rates   3600mmW x 2100mmH   m   4,965.00   South east 300 Culvert Rates   3600mmW x 2700mmH   m   5,233.00   South east 300 Culvert Rates   3600mmW x 2700mmH   m   5,533.00   South east 300 Culvert Rates   3600mmW x 3000mmH   m   5,533.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   5,505.00   South east 300 Culvert Rates   4200mmW x 1200mmH   m   5,105.00   South east 300 Culvert Rates   4200mmW x 1200mmH   m   5,967.00   South east 300 Culvert Rates   4200mmW x 1800mmH   m   5,967.00   South east 300 Culvert Rates   4200mmW x 1800mmH   m   5,954.00   South east 300 Culvert Rates   4200mmW x 2100mmH   m   6,226.00   South east 300 Culvert Rates   4200mmW x 2100mmH   m   6,226.00   South east 300 Culvert Rates   4200mmW x 2400mmH   m   6,292.00   South east 300 Culvert Rates   4200mmW x 2400mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 300 Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South eas	Box Culvert Rates	3000mmW x 2700mmH	m		
3,789,00   South east   South	Box Culvert Rates		m		
Sox Culvert Rates   3600mmW x 1200mmH   m   3,967.00   South east 30x Culvert Rates   3600mmW x 1300mmH   m   4,177.00   South east 30x Culvert Rates   3600mmW x 1800mmH   m   4,475.00   South east 30x Culvert Rates   3600mmW x 2100mmH   m   4,711.00   South east 30x Culvert Rates   3600mmW x 2400mmH   m   4,915.00   South east 30x Culvert Rates   3600mmW x 2400mmH   m   5,233.00   South east 30x Culvert Rates   3600mmW x 2400mmH   m   5,233.00   South east 30x Culvert Rates   3600mmW x 2700mmH   m   5,233.00   South east 30x Culvert Rates   3600mmW x 3000mmH   m   5,558.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   5,105.00   South east 30x Culvert Rates   4200mmW x 1200mmH   m   5,975.00   South east 30x Culvert Rates   4200mmW x 1200mmH   m   5,975.00   South east 30x Culvert Rates   4200mmW x 1200mmH   m   5,975.00   South east 30x Culvert Rates   4200mmW x 1200mmH   m   5,975.00   South east 30x Culvert Rates   4200mmW x 2100mmH   m   6,260.00   South east 30x Culvert Rates   4200mmW x 2400mmH   m   6,260.00   South east 30x Culvert Rates   4200mmW x 2400mmH   m   6,260.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert Rates   4200mmW x 3000mmH   m   6,794.00   South east 30x Culvert   6,994.00   South east 30x Culvert   6,994.00   Sou	Box Culvert Rates	3600mmW x 900mmH	m	•	
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Pipe Rates   300mm IFJ - 100% FCR backfill   m   194.00   South eas			m		
	Pipe Rates	300mm IFJ - 100% FCR backfill	m	194.00	South east

### South East Region - drainage works reimbursement rates

The following information was correct as of 13 September 2021. These rates exclude GST.

For up-to-date information, please visit Melbourne Water's website:

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Category	Item	Unit	Rate (\$)	Region
Pipe Rates	300mm RRJ - 100% FCR backfill	m	219.00	
Pipe Rates	375mm IFJ - 20% FCR backfill	m		South east
Pipe Rates	375mm RRJ - 20% FCR backfill	m	205.00	South east
Pipe Rates	375mm IFJ - 100% FCR backfill	m	221.00	
Pipe Rates	375mm RRJ - 100% FCR backfill	m	269.00	
Pipe Rates	450mm IFJ - 20% FCR backfill	m	201.00	
Pipe Rates	450mm RRJ - 20% FCR backfill	m	246.00	South east
Pipe Rates	450mm IFJ - 100% FCR backfill	m	263.00	South east
Pipe Rates	450mm RRJ - 100% FCR backfill	m	323.00	South east
Pipe Rates	525mm IFJ - 20% FCR backfill	m	235.00	South east
Pipe Rates	525mm RRJ - 20% FCR backfill	m	289.00	South east
Pipe Rates	525mm IFJ - 100% FCR backfill	m		South east
Pipe Rates	525mm RRJ - 100% FCR backfill	m	381.00	South east
Pipe Rates	600mm IFJ - 20% FCR backfill	m	274.00	South east
Pipe Rates	600mm RRJ - 20% FCR backfill	m	337.00	South east
Pipe Rates	600mm IFJ - 100% FCR backfill	m	362.00	South east
Pipe Rates	600mm RRJ - 100% FCR backfill	m	444.00	South east
Pipe Rates	675mm IFJ - 20% FCR backfill	m	315.00	South east
Pipe Rates	675mm RRJ - 20% FCR backfill	m	387.00	South east
Pipe Rates	675mm IFJ - 100% FCR backfill	m	417.00	South east
Pipe Rates	675mm RRJ - 100% FCR backfill	m	514.00	South east
Pipe Rates	750mm IFJ - 20% FCR backfill	m	358.00	South east
Pipe Rates	750mm RRJ - 20% FCR backfill	m	441.00	South east
Pipe Rates	750mm IFJ - 100% FCR backfill	m	475.00	South east
Pipe Rates	750mm RRJ - 100% FCR backfill	m	586.00	South east
Pipe Rates	825mm IFJ - 20% FCR backfill	m	377.00	South east
Pipe Rates	825mm RRJ - 20% FCR backfill	m	500.00	South east
Pipe Rates	825mm IFJ - 100% FCR backfill	m	502.00	South east
Pipe Rates	825mm RRJ - 100% FCR backfill	m	664.00	South east
Pipe Rates	900mm IFJ - 20% FCR backfill	m	422.00	South east
Pipe Rates	900mm RRJ - 20% FCR backfill	m	561.00	South east
Pipe Rates	900mm IFJ - 100% FCR backfill	m	560.00	South east
Pipe Rates	900mm RRJ - 100% FCR backfill	m	748.00	South east
Pipe Rates	1050mm IFJ - 20% FCR backfill	m	524.00	South east
Pipe Rates	1050mm RRJ - 20% FCR backfill	m	696.00	South east
Pipe Rates	1050mm IFJ - 100% FCR backfill	m	697.00	South east
Pipe Rates	1050mm RRJ - 100% FCR backfill	m	927.00	South east
Pipe Rates	1200mm IFJ - 20% FCR backfill	m	632.00	South east
Pipe Rates	1200mm RRJ - 20% FCR backfill	m	844.00	
Pipe Rates	1200mm IFJ - 100% FCR backfill	m		South east
Pipe Rates	1200mm RRJ - 100% FCR backfill	m	1,126.00	

### South East Region - drainage works reimbursement rates

The following information was correct as of 13 September 2021. These rates exclude GST.

For up-to-date information, please visit Melbourne Water's website:

Category	Item	Unit	<b>Rate (\$)</b>	Region
Pipe Rates	1350mm IFJ - 20% FCR backfill	m	754.00	South east
Pipe Rates	1350mm RRJ - 20% FCR backfill	m	1,005.00	South east
Pipe Rates	1350mm IFJ - 100% FCR backfill	m	1,007.00	South east
Pipe Rates	1350mm RRJ - 100% FCR backfill	m	1,346.00	South east
Pipe Rates	1500mm IFJ - 20% FCR backfill	m	887.00	South east
Pipe Rates	1500mm RRJ - 20% FCR backfill	m	1,183.00	South east
Pipe Rates	1500mm IFJ - 100% FCR backfill	m	1,184.00	South east
Pipe Rates	1500mm RRJ - 100% FCR backfill	m	1,583.00	South east
Pipe Rates	1650mm IFJ - 20% FCR backfill	m	1,029.00	South east
Pipe Rates	1650mm RRJ - 20% FCR backfill	m	1,375.00	South east
Pipe Rates	1650mm IFJ - 100% FCR backfill	m	1,376.00	South east
Pipe Rates	1650mm RRJ - 100% FCR backfill	m	1,840.00	South east
Pipe Rates	1800mm IFJ - 20% FCR backfill	m	1,183.00	South east
Pipe Rates	1800mm RRJ - 20% FCR backfill	m	1,581.00	South east
Pipe Rates	1800mm IFJ - 100% FCR backfill	m	1,579.00	South east
Pipe Rates	1800mm RRJ - 100% FCR backfill	m	2,115.00	South east
Pipe Rates	1950mm IFJ - 20% FCR backfill	m	1,341.00	South east
Pipe Rates	1950mm RRJ - 20% FCR backfill	m	1,800.00	South east
Pipe Rates	1950mm IFJ - 100% FCR backfill	m	1,794.00	South east
Pipe Rates	1950mm RRJ - 100% FCR backfill	m	2,411.00	South east
Pipe Rates	2100mm IFJ - 20% FCR backfill	m	1,523.00	South east
Pipe Rates	2100mm RRJ - 20% FCR backfill	m	2,035.00	South east
Pipe Rates	2100mm IFJ - 100% FCR backfill	m	2,038.00	South east
Pipe Rates	2100mm RRJ - 100% FCR backfill	m	2,725.00	South east
Pipe Rates	2250mm IFJ - 20% FCR backfill	m	1,706.00	South east
Pipe Rates	2250mm RRJ - 20% FCR backfill	m	2,284.00	South east
Pipe Rates	2250mm IFJ - 100% FCR backfill	m	2,280.00	South east
Pipe Rates	2250mm RRJ - 100% FCR backfill	m	3,059.00	South east
Pipe Rates	2400mm IFJ - 20% FCR backfill	m	1,906.00	South east
Pipe Rates	2400mm RRJ - 20% FCR backfill	m	2,548.00	South east
Pipe Rates	2400mm IFJ - 100% FCR backfill	m	2,551.00	South east
Pipe Rates	2400mm RRJ - 100% FCR backfill	m	3,412.00	South east
Pit Rate	Pit Rate	ea	6,710.00	South east
Planting Rates	Aquatic Revegetation	m2	14.50	South east
Planting Rates	Turf Grassing	m2	7.50	South east
Planting Rates	Hydroseeding	m2	1.50	
Planting Rates	Topsoiling (80% from stockpile +20% imported)	m2	3.30	South east
Planting Rates	Terrestrial Revegetation	m2	16.80	South east
Planting Rates	Weed Control Matting	m2	7.00	South east
Rock Beaching Rate	Rock Beaching	m2	102.00	South east
Rock Work Rate	Rock Work	m3	197.00	South east
Sediment Trap Rates	First Cleanout Allowance	ea	23,940.00	South east
Sediment Trap Rates	Riprap Allowance	ea	6,300.00	South east
Sediment Trap Rates	Structure Allowance	ea		South east
Structures Rate	Structures Rate	ea	7,010.00	South east
Traffic Management Rates	Minor Council Road	ea		South east
Traffic Management Rates	Major Council Road	ea	11,680.00	South east
Traffic Management Rates	Railway Line	ea	272,620.00	South east



Melbourne Water

Principles for Provision of Waterway and Drainage Services for Urban Growth





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### **About Melbourne Water**

Melbourne Water is owned by the Victorian Government. We manage Melbourne's water supply catchments, remove and treat most of Melbourne's sewage, and manage rivers and creeks and major drainage systems throughout the Port Phillip and Westernport region.

Under the Victorian Government's *Our Water Our Future* action plan, our boundary now extends from high up in the Yarra Ranges across to Ballan in the west, and from the Mornington Peninsula and Phillip Island north to Lancefield, covering an area of approximately 13,000 square kilometres.

We are a significant business, responsible for managing \$8.4 billion of natural and built assets. Our annual operating revenue of more than \$500 million is earned from water supply, sewage treatment and a catchment rate levied for waterways, flood and drainage management. This is used to fund our operations and infrastructure projects including water, sewerage and flood protection, as well as projects to improve and protect the health of Melbourne's rivers and creeks. We are committed to decision-making based on economic, social and environmental considerations.

An independent Board of Directors is responsible for the governance of Melbourne Water. The responsible Minister is the Minister for Water.

Our people have diverse skills and expertise, and range from environmental scientists to engineers and research and technology specialists, and we place a high priority on building strong partnerships and relationships in the government, industry and community.

### **Preface**

A specially appointed Review Group of experienced people representing the development industry, local government and Melbourne Water established a set of principles to guide the preparation of development services schemes (formerly known as greenfield drainage schemes), which were adopted as Melbourne Water policy in September 2003.

A number of matters raised during the consultation with industry have been progressed through a joint Working Group.

The Working Group has been meeting regularly (about everythree months) since April 2004 to discuss and address various issues relating to development services schemes. In late 2005, the Working Group agreed that it was appropriate to update the original principles and to also incorporate the principles relating to Works Outside of Development Services Schemes and Stormwater Quality Offsets into a combined Melbourne Water Principles for Provision of Waterway and Drainage Services for Urban Growth document.

On 1 January 2004, the Essential Services Commission (ESC) became responsible for the economic regulation of the Victorian water industry. This responsibility includes setting prices and service standards for regulated services provided by the State's water businesses.

The ESC has endorsed the development services scheme approach and the manner in which developer charges are calculated whereby the cost of all capital expenditure expected over the life of the scheme is recovered from developers in the form of developer contributions under the *Water Act 1989 (Vic) (the Water Act)*.

### (Original) Review Group Members

The members of the Review Committee were:
Mark Bartley, Urban Development Institute of Australia
Chris Betts, Housing Industry Association
Bert Dennis, Urban Development Institute of Australia
Mike Ellis, Municipal Association of Victoria
Simon Holloway, Municipal Association of Victoria
John Maxwell, Association of Land Development Engineers
Fiona Nield, Housing Industry Association
Jim O'Donahue, Association of Land Development Engineers
Ross Young, (Chair) Melbourne Water

### **Working Group Members**

Michael Brown, Melbourne Water
Chris Chesterfield, Melbourne Water
Y.C. Chia, (Chair) Melbourne Water
Graham Daff, Melbourne Water
Mike Ellis, Municipal Association of Victoria
Eleanor Jacobs, Municipal Association of Victoria
Simon Marchington, Melbourne Water
John Maxwell, Association of Land Development Engineers
Chris McNeill, Urban Development Institute of Australia
Janine Nechwatal, Housing Industry Association
David Norman, Melbourne Water
Jim O'Donahue, Association of Land Development Engineers
Ken O'Neill, Melbourne Water
John Prentice, Association of Land Development Engineers
David Richardson, Municipal Association of Victoria

### Introduction

Melbourne Water established a Review Group in March 2003 to review the basic principles that underpin our approach to the creation of development services schemes (formerly drainage schemes). The original document consisted of:

- · An endorsed set of 16 principles to guide the preparation and review of development services schemes
- · An outline of Melbourne Water and local government drainage responsibilities
- · A summary description of development services scheme and development corridor charging models.

This new document consists of a set of revised principles endorsed by the Working Group and industry stakeholder association members.

#### Melbourne Water

Melbourne Water is responsible for regional drainage, flood plain and waterway management, and for contributing to the protection and improvement of waterway health across greater Melbourne. These responsibilities are managed with a focus on sustainable social, environmental and economic outcomes.

In relation to regional drainage, flood plain and waterway management, Melbourne Water is a:

- · Water Corporation and an Authority under the *Water Act*, with waterway management, regional drainage and floodplain management functions under Divisions 2, 3 and 4 of Part 10 of the *Water Act*. These functions include:
  - ensuring that adequate drainage and flood protection standards for development are achieved; and
  - ensuring that the bed and banks of waterways are protected and enhanced.
- · Referral authority under the *Planning and Environment Act 1987* with the ability to specify conditions pertaining to the use or development of a property.

Development services schemes are prepared to plan the infrastructure required to ensure new urban development meets appropriate standards for flood protection, water quality, waterway health and amenity. Infrastructure requirements are costed and used to establish contributions under the *Water Act* that will apply to developers to fund the provision of infrastructure.

Drainage infrastructure is planned to service catchments downstream of the top 0.4 hectare in a greenfield development catchment.

Melbourne Water owns and maintains constructed assets downstream of the 60-hectare limit. The remaining assets are transferred to local councils following an agreed process.

#### Council

Councils are the responsible authorities for planning decisions made with reference to planning schemes that control land use and development. Planning schemes contain State and local planning policies, zones and overlays and other provisions that affect how land can be used and developed.

Councils are also responsible for managing local drainage infrastructure in catchments of less than 60 hectares, including ownership and maintenance of drainage assets.

### **Development Services Schemes (DSS)**

The planning and provision of new infrastructure to support greenfield development within Melbourne Water's operational boundary (waterway management district) is usually managed using a development services scheme.

A development services scheme comprises a drainage strategy for an area together with a pricing arrangement that allows Melbourne Water to require developers to contribute to the cost of the construction of works by Melbourne Water in connection with a development. Planning permit referrals received from councils under the Subdivision and Planning and Environment Acts are one trigger for this process.

The strategy consists of functional designs for Melbourne Water (regional) and local council drainage assets, including works such as pipelines, overland flow paths, retarding basins, waterways, wetlands and gross pollution traps and identification of land to be set as ide for these purposes.

The strategy ensures that planning for urban development is conducted on a catchment basis and meets appropriate standards for flood protection and environmental performance, including protection and enhancement of waterway and biodiversity values.

The infrastructure within the scheme is funded by financial contributions from developers or landowners when development occurs, with all developable properties contributing on the basis of land area and land zoning. Income from developer contributions is designed to equal planned expenditure of drainage infrastructure over the expected life of a development services scheme (typically 25 years).

Currently, there are in excess of 80 active development services schemes. Priority is given to preparing schemes in areas where new development activity is most concentrated. The aim is to ensure a scheme is prepared within three years of the start of a consistent pattern of significant subdivisional activity.

Annual financial reviews and engineering reviews at least once every five years, are required to ensure that expenditure on drainage growth infrastructure is matched by contributions.

#### Overview

Development charges serve two main purposes:

- Provide price signals regarding the cost of provision of drainage infrastructure for development. Reasonable development charges should reflect the cost of servicing developments including identifiable upstream and downstream effects, minimise cross subsidies and signal the relative costs of providing drainage infrastructure for growth
- · Provide an equitable means of sharing costs of drainage infrastructure required for urban development.

The principles outlined in this document, together with Melbourne Water's legislative powers and principles adopted by the Council of Australian Governments (COAG) for Water Policy, are designed to provide an integrated solution to drainage, waterway and stormwater quality works including:

- · Adoption of an integrated catchment approach to stormwater management
- · User based pricing, full cost recovery and removal of cross subsidies that are not consistent with efficient and effective services
- · Environmental requirements based on the best available scientific information
- · Protection of waterway health and biodiversity values.

The principles are designed to meet the tests of equity, transparency and nexus, while facilitating development in a way that leads to positive social, economic and environmental outcomes.

### Tests of the Principles

In order to assess whether a development services scheme accords with the principles set out in this document, the scheme design would be reviewed and the following tests applied to determine that:

- · There is a reasonable basis for determination of the scheme boundary
- There is a nexus between contributions and the costs of the infrastructure required and that common costs are apportioned in an equitable manner to achieve a reasonable development contribution amount.

#### Design Standards for Development Services Schemes

A common set of hydraulic and environmental performance criteria are incorporated into the design of development services schemes. They are:

- · All new developments will be provided with 1-in-100 year flood protection consistent with ResCode requirement
- · The minor drainage system shall have a capacity to cater for a 1-in-5 year storm event
- · Waterquality treatment to 'Best Practice'\* (currently 45% reduction in total nitrogen and phosphorous, 80% reduction in total suspended solids)
- · Protection of the environmental, social (including heritage) and economic values of waterways.

The above criteria form the basis of the development services scheme strategy prepared for the catchment.

### The Principles

#### 1. There shall be no formal limit on the size of the scheme area.

The appropriateness of size will vary from scheme to scheme and is governed by nexus between contributing properties and infrastructure provision. This is likely to be closely related to the drainage characteristics of the land.

The minimum sizing of the scheme should achieve a direct relationship between land in the scheme and proposed drainage works, and should have regard to practical planning and administrative requirements.

### 2. The boundary of a scheme will be determined by the drainage characteristics of the land.

The best boundary for a scheme is the natural drainage topography of the sub-catchment itself. This consists of ridgelines which direct run-off into separate catchments on either side of the ridge and waterways that receive stormwater run-off.

Selecting the natural boundary may be rendered impractical by pre-existing modifications to the topography of the land. These include:

- · Railway lines
- · Raised roads
- · Levee banks
- · Other engineering works that redirect drainage flows.

The modifications described above form "constructed boundaries" that may be adopted as a logical alternative to natural boundaries to determine the scheme boundary.

There are also other influences on boundary lines including urban development zones and property titles straddling catchment boundaries.

### 3. Schemes will be planned to service all developable lots.

Development services schemes will be planned to service all developable lots within the scheme. This usually involves planning infrastructure down to 0.4 hectare lots.

The ownership and ongoing maintenance of drainage assets in catchments of less than 60 hectares within development services schemes will generally be transferred to local councils.

### 4. Schemes should propose infrastructure to service development that is optimal in terms of cost and performance.

Development services schemes identify the infrastructure required to adequately service land capable of being developed. The scheme consists of an infrastructure plan, which takes into account environmental considerations and an estimate of the cost of works to control the quality and quantity of stormwater run-off.

The design should propose works that are optimal in terms of cost and performance, while protecting environmental and other waterway values.

Development services schemes may include mandatory water sensitive urban design requirements applicable to all developments rather than provision of scheme financed infrastructure.

### 5. Infrastructure benefits common to more than one scheme will have the cost apportioned.

The cost of infrastructure contained within and specific to a single scheme is costed entirely to that scheme.

The cost of infrastructure servicing multiple schemes will need to be transparently apportioned based on capacity share. This infrastructure may be sited in different locations but will be apportioned according to the benefits derived by the schemes. For example, a retarding basin may be located:

- · Downstream of the scheme it services
- · Within one of the schemes for reasons of cost effectiveness, but having the effect of enabling more than one scheme to develop.

### 6. All landowners will receive an equivalent level of service.

Scheme infrastructure will be designed to service all developable lots within the scheme down to 0.4 hectare lots and provide a single drainage outlet to each lot regardless of size.

Owners of large lots will receive an equivalent level of service provided to smaller lots with appropriate drainage works based on engineering judgement.

Appropriate works may include:

- · Additional drainage lines
- · Upsizing of the stormwater system to enable additional connection points
- · Additional infrastructure to low points to facilitate further connection points.

## 7. Infrastructure designed to accommodate run-off from non-developable land within the scheme boundary will be funded by development contributions.

Works may be required to protect new developments against runoff from non-developable land.

Non-developable land includes:

- · Existing reserves and conservation areas
- · Flood plains
- · Existing roads (including sealed, gravel and paper roads)
- · Other land types not zoned for development.

Protection works will generally be funded by the development services scheme. Should the non-developable land subsequently be developed, new infrastructure and scheme charges may apply.

If plans for future roads are presented early enough the required drainage design and related run-off will be accommodated by the development services scheme. Otherwise the organisation creating the new road will be required to pay the relevant contributions and for additional drainage works above the scheme proposal.

If an existing road is widened after the development services scheme has been implemented, where the road widening was not communicated to Melbourne Water prior to implementing the scheme, the responsible road authority is accountable for the drainage works through the road widening but is not required to contribute for the area of the road widening.

Paper roads are public road reservations that are not constructed at the time of the scheme preparation. Paper roads are exempt from contributing to the development services scheme even if they are developed as constructed roads. If paper road areas are purchased for development purposes then the area will be subject to paying contributions to the scheme.

Contributions are always required from the developer for all subdivisional roads.

No contributions are required for existing roads.

### 8. Scheme infrastructure to service existing developed land within the scheme boundary will be funded by Melbourne Water or Council.

Melbourne Water or in some cases the local council (via private scheme) will meet the costs of servicing existing development within a development services scheme. These areas have either already paid contributions, or are deemed to have contributed to drainage works under arrangements that preceded the establishment of the development services scheme. This is based on the assumption that the density of development is not changing. If the density is changing then a contribution may apply.

## 9. Infrastructure to service existing and future development external to the scheme will not be funded by development contributions from within the scheme.

Where upstream flows within the natural catchment, but outside the scheme boundary, have been modified by existing urban development (eg. rural townships) or will be modified by expected future urban development, upsizing works within the development services scheme to cater for the modified flows will not be funded by developer contributions to that scheme.

Melbourne Water will participate in the scheme and contribute to the funding of the drainage infrastructure. This contribution will be recovered when the land outside the scheme is ultimately developed.

## 10. Environmental works downstream of development services schemes will be funded by schemes where upstream development is the cause of the problem.

Costs of works downstream of development services schemes that are attributable to altered flows and waterway pollution from development within the upstream development services scheme will be included in the scheme.

The cost of such downstream works will be incorporated into individual contributing development services schemes based on analysis of relative share of the problem caused by each scheme.

### 11. Melbourne Water or local councils will meet the cost of improved service standards for existing development within a scheme.

Melbourne Water or the local council (via private scheme) will meet the additional costs incurred in the scheme to increase the standard of flood protection, water quality or to enhance waterway values for existing development to an acceptable level in their respective drainage areas.

Works to improve existing standards may be undertaken concurrently with growth works with costs shared between Melbourne Water (rates funded) and developments (growth). The same arrangement would apply to councils.

### 12. Contribution rates will be structured to balance income and expenditure over the life of a development services scheme.

Infrastructure within the scheme is funded from contributions received from landowners within the scheme area when they develop properties.

The contribution amount is based on the area of the development and the rate, quantity and quality of stormwater run-off.

Financial modelling will be undertaken upon the establishment of each new scheme to calculate the contribution rate that balances income and expenditure over the life of the scheme after adjustment for the time value of money.

Adjusting for the time value of money involves calculating the costs of the scheme in today's dollars and discounting at an appropriate rate. A contribution rate per hectare is determined which effectively brings the Net Present Value of the combined income and expenditure stream to a zero balance.

### 13. A robust consultation process will govern the creation of development services schemes.

To ensure interested parties are kept informed and have an opportunity to contribute to the creation of development services schemes Melbourne Water will:

- · Inform all interested parties of the proposed scheme area at the commencement of the scheme design
- · Exhibit and forward draft scheme proposals to interested parties for comment
- · Communicate with respondents and amend scheme details where appropriate
- · Submit final draft to interested parties and provide an opportunity for objections which will be considered by Melbourne Water
- · Advise interested parties of the adoption of the scheme. Interested parties include landowners within a scheme or potentially affected by a scheme, development industry, and community interest groups (e.g. Friends Group).

Should there be a difference of opinion on the planned scheme, the following dispute resolution process will apply:

- · An attempt to reach agreement between the parties by negotiation
- · If unsuccessful, present objection to Melbourne Water's Waterways Group General Manager for consideration
- · If the outcome is not acceptable to the objector, the proposed scheme would be referred to an independent review panel. The panel may consist of a lawyer, town planner and civil engineer
- During the dispute resolution process Melbourne Water will continue to accept development contributions and facilitate ongoing development activity.

A developer who is required by Melbourne Water to make a contribution to a development services scheme under the relevant provisions of the *WaterAct* may object to Melbourne Water in accordance with the procedure set out in section 271 of the *WaterAct*.

### 14. Development services schemes will be adjusted for innovation works that benefit the scheme.

Development services scheme charges will be reduced if developers provide innovative solutions that benefit the scheme and result in significant savings to scheme finances.

Melbourne Water will reward for innovations that financially benefit the scheme. The level of reward will be based on the particular circumstances relating to each innovation. The reward or reduction in scheme contribution will be based on the saving to the scheme; the overall financial benefit of the innovation, and other benefits derived by the developer.

Melbourne Water will reduce scheme water quality contributions according to the percentage of best practice (for Total Nitrogen) that is achieved within the development.

### 15. Development services schemes will have annual financial reviews and engineering reviews at least once every five years.

Development services schemes require financial, engineering and environmental reviews on a regular basis to ensure costs are neither over nor under recovered and up-to-date requirements are included in the technical provision.

- · Financial reviews will occur on a yearly basis
- Engineering reviews (hydraulic and water quality) will occur progressively as the circumstances of the scheme alter with a maximum five-year interval between reviews.

Two months notice will apply for rate increases. Decreases or no alterations to existing rates will apply immediately. The results of reviews will be communicated via Melbourne Water's Land Development Manual website and via email to developers' consultants. For engineering reviews, consultation processes as per Principle 13 will operate for affected landowners. All parties in receipt of a current offer will be contacted.

### 16. Development services schemes will include land acquisition costs based on the undeveloped broad acre value.

Determining applicable contribution rates for new schemes involves estimating the cost of land to be purchased for scheme purposes and incorporating these estimates into the pricing model.

For a consistent and predictable approach to the valuation of land for scheme pricing purposes, Melbourne Waterwill:

- · Include acquisition costs in development services schemes where the land is otherwise deemed to be developable
- · Value the land based on the undeveloped broad acre land value, recognising the underlying zoning and any infrastructure works completed at the date of inspection by a land valuer.

When the time comes to purchase the land, the compensation paid to the landowner is determined using State Government issued valuation guidelines.

Table 1: Summarising the Principles

Principle	Comment
1 . There shall be no formal limit on the size of the scheme area.	The minimum sizing of the scheme should achieve a direct relationship between land in the scheme and proposed drainage works and should have regard to practical planning and administrative requirements.
2. The boundary of a scheme will be determined by the drainage characteristics of the land.	<ul> <li>The best boundary for a scheme is the natural drainage topography of the sub-catchment itself.</li> <li>Selecting the natural boundary may be rendered impractical by pre-existing modifications to the topography of the land.</li> <li>The modifications described above form "constructed boundaries" that may be adopted as a logical alternative to natural boundaries to determine the scheme boundary.</li> <li>There are other minor influences on boundary lines (eg. property titles straddling catchment boundaries).</li> </ul>
3. Schemes will be planned to service all developable lots.	<ul> <li>Melbourne Water will plan development services schemes to service all developable lots within the scheme. This involves planning infrastructure down to 0.4 hectare lots.</li> </ul>
4. Schemes should propose infrastructure to service developmentthatis optimal in terms of cost and performance.	<ul> <li>The design should propose works that are optimal in terms of cost and performance, while protecting environmental and other waterway values.</li> </ul>
5. Infrastructure benefits common to more than one scheme will have the cost apportioned.	The cost of infrastructure servicing multiple schemes will be apportioned based on capacity share. This infrastructure may be sited in different locations but will be apportioned according to the benefits derived by the catchments.
6. All landowners will receive an equivalent level of service.	Owners of large lots will receive an equivalent level of service provided to smaller lots with appropriate drainage works based on engineering judgement.
7. Infrastructure designed to accommodate run-off from non-developable land within the scheme boundary will be funded by developmentcontributions.	<ul> <li>Non-developable land includes:</li> <li>Existing reserves and conservation areas</li> <li>Flood plains</li> <li>Existing roads</li> <li>Other land types not zoned for development.</li> </ul>
8. Scheme infrastructure to service existing developed land within the scheme will not be funded by development contributions.	<ul> <li>Melbourne Water or the council will meet costs due to existing development.</li> </ul>
<ol> <li>Infrastructure to service existing and future development external to the scheme will not be funded by development contributions from within the scheme.</li> </ol>	Where upstream flows within the natural catchment but outside the scheme boundary have been modified by existing urban development (eg. rural townships) or will be modified by expected future urban development, upsizing works within the development services scheme to cater for the modified flows will not be funded by developer contributions to that scheme.

Principle	Comment
10. Environmental works downstream of development services schemes will be funded by schemes where upstream development is the cause of the problem.	· Costs of works downstream of development services schemes that are attributable to altered flows and waterway pollution from development within the upstream development services scheme will be included in the development services scheme.
11. Melbourne Water or local councils will meet the cost of improved flood protection for existing development.	<ul> <li>Melbourne Water or the local councils will meet the additional costs incurred in the scheme to increase the standard of drainage protection, water quality and waterway values to existing development to an acceptable level.</li> </ul>
12. Contribution rates will be structured to balance income and expenditure over the life of a development services scheme.	Financial modelling will be undertaken upon the establishment of each new development services scheme to calculate the contribution rate that balances income and expenditure over the life of the scheme after adjustment for the time value of money.
13. A robust consultation process will govern the creation of development services schemes.	<ul> <li>Melbourne Water will consult with industry, landowners and other interested parties prior to finalising and establishing new development services schemes, including possible mediation and independent review.</li> </ul>
14. Development services schemes will be adjusted for innovation works that benefit the scheme.	<ul> <li>Melbourne Water will reward innovation by developers that financially benefit the scheme.</li> <li>The reward or reduction in scheme contribution will be based on the saving to the scheme; the overall financial benefit of the innovation, and benefit derived by the developer.</li> </ul>
15. Development services schemes will have annual financial reviews and engineering reviews at least once every five years.	<ul> <li>Schemes will have annual financial reviews to ensure the contribution rate reflects actual and forecast income and expenditure cash flows.</li> <li>Schemes will have engineering and environmental reviews at least once every five years to ensure current standards are being met.</li> <li>Two months notice will apply for rate increases. Decreases or no alterations to existing rates will apply immediately.</li> </ul>
16. Development services schemes will include land acquisition costs based on the undeveloped broad acre value.	<ul> <li>For a consistent and predictable approach to land valuation for scheme pricing purposes Melbourne Water will:</li> <li>Include acquisition costs in schemes where the land is otherwise deemed to be developable</li> <li>Value the land based on the undeveloped broad acre land value, recognising the underlying zoning and infrastructure works completed at the date of inspection by a land valuer.</li> </ul>

# Principles for Funding of Drainage Works Outside of Development Services Schemes

### Introduction

In the past, the cost of providing infrastructure to service growth outside of development services schemes was funded from 'Corridor' contributions. Development corridor contributions were based on larger planning areas (not necessarily based on a drainage catchment) and had been in place since 1993. Development corridor contributions only considered Melbourne Water assets, with the developer providing local drainage and water quality improvement works. Development corridor contributions have now been phased out in favour of development services schemes.

With the discontinuation of Melbourne Water Corridor Area and associated charges, Melbourne Water no longer will be collecting contributions to fund the construction of Melbourne Water infrastructure in development areas outside of schemes.

As discussed above in relation to Development Services Schemes, the *Water Act* entitles Melbourne Water to require an owner of property in its waterway management district to contribute to the cost of the construction of drainage works.

Adeveloper or landowner who is required by Melbourne Water to make a contribution to the cost of the construction of drainage works under the relevant provisions of the *Water Act* may object to Melbourne Water in accordance with the procedure set out in section 271 of the *Water Act*.

Therefore principles are required for the funding of works outside schemes, consistent with the principles developed for Development Services Schemes. Each development however will be assessed on a case-by-case basis.

### The Principles

1. The Developer will be required to contribute to water quality treatment works as a part of the development.

 $Developers will be required to fund and construct on site water quality treatment to meet \\ Best Practice Objectives for the removal of litter, total suspended solids, total nitrogen and total phosphorus.$ 

2. The Developer will be required to fund the infrastructure necessary to cater for upstream rural flows.

Existing conditions of a site will need to be considered in the development of any property. Existing conditions may include drainage lines conveying upstream rural flow. It is considered reasonable that a developer should fund works to cater for existing conditions on their property.

3. Melbourne Water will fund the upsizing of infrastructure to cater for upstream-developed flows from catchment areas larger than 60 hectares.

In the case where a development has occurred upstream of a developing property and the discharge through the developing property is increased, it is reasonable that the developer should not pay for upsizing of infrastructure on their developing property if the catchment area is larger than 60 hectares. Melbourne Water will fund the 'upsizing' of such infrastructure required to cater for upstream urban flows and the developer will be required to fund an amount equivalent to what would be required to construct infrastructure to cater for rural flows.

Upsizing of infrastructure on the developing property to cater for the property's internal subdivisional developed flows will be funded by the developer.

Principles for Funding of Drainage Works Outside of Development Services Schemes

4. The Developer will be required to fund works to retard flows in their own property if necessary to protect downstream development.

In addition to Principle 2, works to ensure that a development does not create a flood risk for downstream properties will be funded by the developer and located on their own property.

5. Melbourne Water will fund flood mitigation works associated with existing development.

Consistent with Principle 3, Melbourne Water will meet the costs associated with improved flood mitigation works or upsizing of mitigation works due to upstream-developed flows in order to provide protection to existing downstream properties.

6. Melbourne Water will fund basic works for stabilisation, revegetation and protection works to Melbourne Water waterways and creeks caused by upstream development.

Costs associated with basic works such as bank stabilisation, weed eradication and revegetation to a Melbourne Water waterway or open drain due to altered flows resulting from existing upstream development will be funded by Melbourne Water. Timing of works will generally be negotiated between the Developer and Melbourne Water.

7. The Developer will fund additional enhancement of waterways and creeks above basic works.

Any works undertaken by the developer to provide additional aesthetic value to the waterway or a higher level of waterway recreational value to the development will be funded by the developer.

8. Waterway Plans will be prepared by Melbourne Water.

Where a Waterway Plan has been prepared, identified works may be co-funded by Melbourne Water and the developer.

Restoration to degraded waterways on a developing property due to rural practices or existing land uses on the site must be funded by the developer.

9. New roads or crossing of waterways and drains will be funded by the developer or road authority.

Any new road culverts or bridge crossings of existing waterways will be funded by the developer or road authority.

Table 3: Summarising the Principles

Principle	Comment
1. The Developer will be required to contribute to water quality treatment works as a part of the development.	Developers will be required to fund and construct on site water quality treatment to meet Best Practice Objectives for the removal of litter, total suspended solids, nitrogen and phosphorus.
2. The Developer will be required to fund the infrastructure necessary to cater for upstream rural flows.	<ul> <li>The developer is required to fund works to cater for existing upstream rural conditions on their property as a part of the development.</li> </ul>
3. Melbourne Water will fund the upsizing of infrastructure to cater for upstream-developed flows from catchment areas larger than 60 hectares.	<ul> <li>Melbourne Water will fund the upsizing of infrastructure required to cater for upstream urban flows and the developer will be required to fund an amount equivalent to what would be required to construct infrastructure to cater for rural flows.</li> </ul>
iarger than oo nectares.	<ul> <li>Upsizing of infrastructure on the developing property to cater for the property's internal subdivisional developed flows will be funded by the developer.</li> </ul>
4. The Developer will be required to fundworks to retard flows in their own property if necessary to protect downstream development.	<ul> <li>Works to ensure that a development does not create a flood risk for downstream properties will be funded by the developer and located on their own property.</li> </ul>
5. Melbourne Water will fund flood mitigation works associated with existing development.	Melbourne Water will meet the costs associated with improved flood mitigation works or upsizing of mitigation works due to upstream-developed flows in order to provide protection to existing downstream properties.
6. Melbourne Water will fund basic works for stabilisation, revegetation and protection works to Melbourne Water waterways and creeks caused by upstream development.	Costs associated with basic works such as bank stabilisation, weed eradication and revegetation to a Melbourne Water waterway or open drain due to altered flows resulting from existing upstream development will be funded by Melbourne Water.
7. The Developer will fund additional enhancement of waterways and creeks above basic works.	<ul> <li>Any works undertaken by the developer to provide additional aesthetic value to the waterway or a higher level of waterway recreational value to the development will be funded by the developer.</li> </ul>
8. Waterway Plans will be prepared by Melbourne Water.	· Where a Waterway Planhas been prepared, identified works may be co-funded by Melbourne Water and the developer.
	<ul> <li>Restoration to degraded waterways on a developing property due torural practices or existing land uses on the site will be funded by the developer.</li> </ul>
9. New roads or crossing of waterways and drains will be funded by the developer or road authority.	<ul> <li>Any new road culverts or bridge crossings of existing waterways will be funded by the developer or road authority.</li> </ul>

# Principles for Stormwater Quality Offsets

#### Introduction

In recent years the development industry has embraced a more sustainable approach to urban stormwater management. These efforts are being increasingly recognised for the important part they play in protecting our waterways, bays and enhancing urban amenity.

Under the *Water Act*, Melbourne Water's drainage functions include developing and implementing plans or schemes, and taking any action necessary, to improve stormwater quality of water in drainage systems.

Melbourne Water has recently introduced a Stormwater Quality Offsets Strategy to mitigate pollution impacts of urban development. The program has two major aims: (1) to uniformly apply stormwater quality standards for all development and, (2) to integrate various regional, precinct and lot scale initiatives currently underway.

Current best practice for stormwater management encourages an integrated and distributed approach to stormwater quality treatment through water sensitive urban design (WSUD). WSUD treats stormwater at its source, is practical and achievable on large and small-scale developments. WSUD is about integration of water cycle management into urban planning and design.

The offsets program will require developers to contribute to a combined offset fund if best practice objectives for water quality are not met within the development. Melbourne Water will use the funds generated by offsets to construct water quality treatment measures elsewhere in the Port Phillip and Western Port catchments. A developer or landowner who is required by Melbourne Water to make a contribution to the offsets program under the relevant provisions of the *Water Act* may object to Melbourne Water in accordance with the procedure set out in section 271 of the *Water Act*.

Several factors have shaped the style of the offsets program. Firstly, the Government's *State EnvironmentProtectionPolicy(SEPP)* and Environmental Management Plan (EMP) for Port Phillip Bay provide a strong basis for the use of nitrogen as a currency. Secondly, reduction in nitrogen loads has been found to be the critical factor in the sizing and costing of its treatment infrastructure and hence objectives for phosphorous and suspended sediment will also be met. In addition to government-endorsed objectives, tools for modelling loads and treatment measures are now widely accessible. Finally, Melbourne Water has been able to determine an offset price for treating nitrogen based on an assessment of past and planned regional water quality works.

#### The Principles

### 1. All urban developments shall achieve best practice water quality objectives.

In 1999, the Victorian Government introduced objectives for stormwater management to protect the environment from the impacts of urban development. These objectives are contained in "Urban Storm Water: Best Practice Environmental Management Guidelines" prepared by the Victorian Stormwater Committee (1999) and state that:

80% of the suspended solid annual load, 45% of total phosphorus and 45% of the total nitrogen annual load are to be retained to achieve stormwater management objectives.

These guidelines are a referenced document in the State Planning Policy Framework and form part of the attainment program for State Environment Protection Policies including Waters of Victoria.

### 2. Objectives can be achieved through on-site works, a contribution to off-site works or a combination.

Under the strategy, developers can achieve water quality objectives by either implementing WSUD treatment measures on-site or by paying a contribution to balance the shortfall in on-site nitrogen removal. Contributions will be spent on providing stormwater quality treatment elsewhere in the catchment.

The Sustainable Neighbourhoods (Clause 56) provision requires all new residential subdivisions to meet water quality objectives within the subdivision. Offsets may be allowable for sites less than 1 hectare and where water quality is provided for in the development services scheme.

### 3. Nitrogen will be used as the common unit of measure for achievement of stormwater quality objectives.

The contributions and effectiveness (performance) of works towards attaining best practice objectives will be assessed using nitrogen as the common unit of measurement. Nitrogen has been chosen as the unit of measurement for two principal reasons:

- Nitrogen was identified as the critical pollutant for Port Phillip Bay (CSIRO study, 1996) and the Government's SEPP and EMP have consequently established a nitrogen reduction target.
   Nitrogen provides a link (nexus) for all works within the Port Phillip catchment, where nitrogen reduction works will be benefiting the downstream receiving water body.
- Nitrogen has been found to be the critical factor in sizing the dimensions and capital cost of waterqualitytreatment infrastructure. It is assumed that effective removal of nitrogen will imply an effective removal of all other typical stormwater pollutants (CRC for Catchment Hydrology 2002).
- 4. Outside development services schemes offsets will be based on the cost of regional water quality works designed to achieve equivalent stormwater pollutant load reductions.

In 2004, all Melbourne Water constructed and planned regional wetlands were reviewed in order to establish a scientifically sound offset rate for the removal of nitrogen.

The offset rate will be reviewed periodically.

### 5. Outside of development services schemes offsets will vary according to landuse and climatic conditions across the catchment.

Pollutant loads from urban landuses across the Port Phillip and Western Port Bay catchments vary largely according to the amount of stormwater runoff. Standard residential rates (\$/ha) have been developed for each of the 38 local government areas as they reflect the climatic variability across the region.

#### Principles for Stormwater Quality Offsets

### 6. The water quality contribution in development services schemes will be based on scheme specific costs to achieve water quality objectives.

Since the introduction of best practice water quality objectives for stormwater, Melbourne Water has required stormwater quality treatment measures within "greenfield" developments through the development services scheme development process.

A scheme specific water quality offset rate is determined for each development services scheme based on the combined cost of the works and the reduction in nitrogen load that the scheme achieves.

Where scheme specific water quality works do not meet best practice (in accordance with the Best Practice Environmental Management Guidelines), developers will be required to either undertake works on-site to achieve best practice, or pay an additional offset to water quality works in the broader catchment. This 'top up' water quality rate is based on the number of kilograms the scheme is short of meeting best practice for total nitrogen. The 'top up' rate will be reviewed in conjunction with annual scheme financial reviews.

### 7. Proposed development services scheme infrastructure will be reviewed in response to developers meeting objectives on-site.

Where a significant proportion of the upstream developing catchment meets best practice on-site, the downstream water quality works proposed for the scheme may no longer be required to achieve environmental performance for the scheme.

An analysis of the cost effectiveness of the proposed scheme works and an analysis of the resulting performance of the scheme will aid in deciding whether to construct the scheme works or not.

Regardless of whether water quality works have been built within a specific scheme, rate reductions will be offered for at-source treatment, even if this results in an over performance of the scheme. In these cases, offset contributions collected from developments outside of development services schemes will be used to fund scheme works.

Table 4: Summarising the Principles

Principle	Comment	
All urban developments shall achieve best practice water quality objectives.	<ul> <li>80% of the suspended solid annual load, 45% of total phosphorus and 45% of the total nitrogen annual load are to be retained to achieve stormwater management objectives.</li> </ul>	
2. Objectives can be achieved through on-site works, a contribution to off-site works or a combination.	<ul> <li>Developers can achieve water quality objectives by either implementing WSUD treatment measures on-site or by paying a contribution to balance the shortfall in on-site nitrogen removal.</li> <li>Contributions will be spent on providing stormwater quality treatment elsewhere in the catchment.</li> </ul>	
3. Nitrogen will be used as the common unit of measure for achievement of stormwater quality objectives.	<ul> <li>The contributions and effectiveness (performance) of works towards attaining best practice objectives will be assessed using nitrogen as the common unit of measurement.</li> </ul>	
4. Outside development services schemes offsets will be based on the cost of regional water quality works designed to achieve equivalent stormwater pollutant load reductions.	<ul> <li>The offset rate is based on MelbourneWater constructed and planned regional wetlands.</li> <li>The offset rate will be reviewed periodically.</li> </ul>	
5. Outside of development services schemes offsets will vary according to landuse and climatic conditions across the catchment.	<ul> <li>Standard residential rates (\$/ha) have been developed for each of the 38 local government areas as they reflect the climatic variability across the region.</li> </ul>	
6. The water quality contribution in development services schemes will be based on	<ul> <li>A scheme specific water quality offset rate is determined for each development services scheme based on the combined cost of the works and the reduction in nitrogen load that the scheme achieves.</li> </ul>	
scheme specific costs to achieve water quality objectives.	<ul> <li>Where schemes do not meet best practice, developers will be required to either undertake works on-site, or pay an additional offset to meet best practice.</li> </ul>	
	<ul> <li>The 'top up' rate will be reviewed in conjunction with annual scheme financial reviews.</li> </ul>	
7. Proposed development services scheme infrastructure will be reviewed in response to developers meeting objectives on-site.	Regardless of whether water quality works have been built within a specific scheme, rate reductions will be offered for at-source treatment, even if this results in an over performance of the scheme. In these cases, offset contributions collected from developments outside of development services schemes will be used to fund scheme works.	

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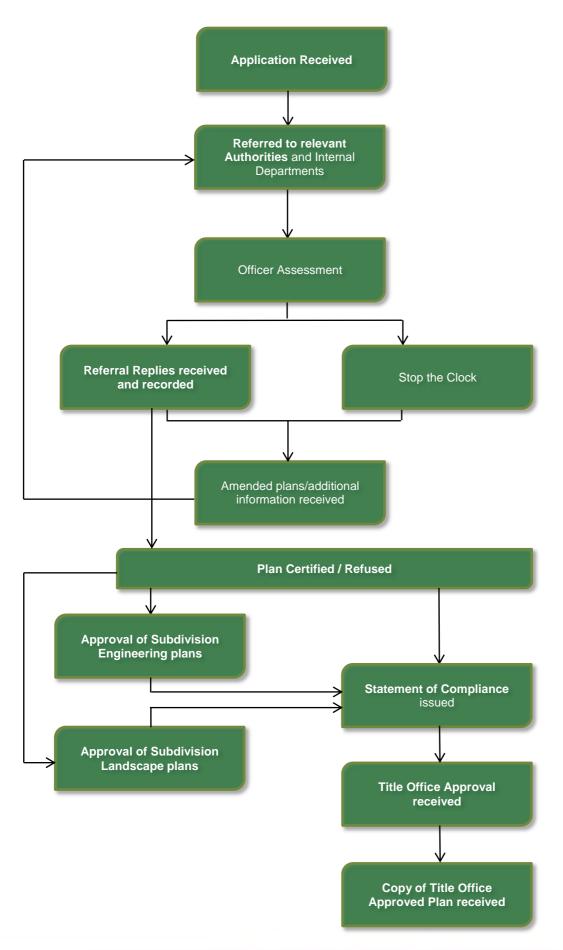
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Edited November 2019.





### **Subdivision Applications**



Customer Service Centres

Cranbourne Centro Cranbourne

> Narre Warren Magid Drive

Narre Warren South Amberly Park Shopping Centre

Telephone: 9705 5200 Facsimile: 9704 9544

TTY: 9705 5568 TIS: 131 450 (Translating and Interpreting Service)

Magid Drive PO Box 1000 Narre Warren VIC 3805

Email: caseycc@casey.vic.gov.au Website: www.casey.vic.gov.au





## ATTACHMENT C: TELECOMMUNICATIONS INFRASTRUCTURE DOCUMENTS





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#### RECENT CHANGES

DATE OF CHANGE	SERVICE/FEATURE	WHAT HAS CHANGED?	SEE
9 December 2022	Defined term	Update to definition of Telstra for Corporate Restructure	12.1
11 February 2022	Consumer threshold	onsumer threshold Update to threshold in definition of corporate customer	
1 July 2019	General Terms for Corporate Customers	Inclusion of novation clauses	2.12 and 2.13
1 July 2018	General Terms for Corporate Customers Payment and suspension terms triggered by insolvency, definition of insolvency		4.25, 5.3(j), (k), 12.1

NOTE: Some of these terms have important consequences for you. Please read them carefully.

Certain words are used with the specific meanings set out in clause 12.

#### 1 ABOUT OUR CUSTOMER TERMS

#### What is "Our Customer Terms"?

- 1.1 "Our Customer Terms" sets out our standard customer terms. It is divided into several sections:
  - (a) these Corporate General Terms which apply to all services and to all corporate customers;
  - (b) Consumer General Terms which apply to all consumer services when not acquired by small business customers;
  - (c) Small Business General Terms which apply to all small business customers; and
  - (d) particular sections which each set out terms for a particular service or customer group (like the service features, call charges and maintenance commitments that apply to that service).

To understand your rights and obligations you need to read the General Terms which apply to you and the sections that relate to you and your service.

Who is a corporate customer?

- 1.2 You will be a corporate customer (and these Corporate General Terms will apply to you) if you acquired your service for the purpose of resale, or:
  - (a) you are a business or non-profit organisation (including a body corporate, sole trader, partnership, trust, or registered charity) who had a genuine and reasonable opportunity to negotiate the terms of your contract with us; or has or will have an annual spend with us which is, or is reasonably estimated by us to be, greater than

\$40,000; and

(b) you are using your service for the primary purpose of business use.

Business use is a use that is not personal, domestic or household use.

You will not be a corporate customer if:

- (a) at the time you enter into a contract with us, you employ fewer than 20 people; or
- (b) the upfront price you have to pay us for the services we supply under your contract is less than \$300,000, or if your contract is for longer than 12 months, under \$1,000,000,

rather, you will be a small business customer and the Small Business General Terms will apply to you.

#### Reference to General Terms

1.3 In relation to any particular service, if these Corporate General Terms apply to you, then references to "General Terms" in any other section of Our Customer Terms or our other communications refer to these Corporate General Terms.

#### Changing Our Customer Terms

1.4 We may change Our Customer Terms unilaterally.

#### Telecommunications legislation

- 1.5 Telecommunications legislation allows us to set out our standard customer terms in a "Standard Form of Agreement". Our Customer Terms is our "Standard Form of Agreement". Under the legislation:
  - (a) you and we must comply with Our Customer Terms unless you and we have agreed differently;
  - (b) if we change Our Customer Terms and it would cause detriment to you, we must first publish an advertisement or tell you directly; and
  - (c) if we change Our Customer Terms and it does not cause detriment to you, we can make the change without having to first publish an advertisement or tell you directly.

#### Inconsistencies

- 1.6 If anything in these Corporate General Terms is inconsistent with something in a particular section of Our Customer Terms, then the particular section applies instead of these Corporate General Terms to the extent of the inconsistency.
- 2 BECOMING OUR CUSTOMER

#### Accepting your application

2.1 When you ask for a service, we decide whether to supply it to you based on:

- (a) the particular terms for that service; and
- (b) your eligibility for the service; and
- (c) its availability to you; and
- (d) you meeting our credit requirements.
- We are implementing new customer management and billing systems and will be progressively moving our customers' services over onto the new systems.
- 2.3 You may not be eligible for certain services if your eligible Telstra services are billed across our old and new systems. We will try to tell you when your service is scheduled to be or has been moved to our new billing system but may not always do so.

You can also tell whether your service is on our old or new billing system by its account number: Services on our old billing systems have a 10-digit account number and services on our new system have a 13-digit Telstra account number. You can check your Telstra account number on the top right hand corner of your Telstra bill.

#### Connecting your service

- 2.4 We have to try to connect some services within particular timeframes. For other services, we try to connect your service within a reasonable time.
- 2.5 We may need to install cables at your premises to connect your service. You have to arrange and pay for any trenching or other equipment needed to house the cabling. You indemnify us against (and must pay us for) any liability we incur (including any claim made against us by you), any loss or damage we suffer and any costs we incur relating to your breach of this clause.
- 2.6 We decide the route and technical means that we use to provide your service.
- 2.7 If we need to carry out work at a premises to provide you with your service, you can nominate a person who is at least 18 years old as your 'appointed agent' in which case, you acknowledge and agree that:
  - (a) we may disclose your personal information to your 'appointed agent'; and
  - (b) your 'appointed agent' will on your behalf:
    - (i) be present at the location and at time agreed with us to connect your service;
    - (ii) make any decisions necessary to connect your service (including the locations of wiring and wall sockets);
    - (iii) accept or reject quotes from us; and
    - (iv) accept all charges for the work undertaken by us at the premises.

#### Transferring your service

2.8 You can transfer legal responsibility for your service if you get our written consent first.

#### **Business customers**

- If you are or become or operate as a "carrier" or "carriage service provider" under the Telecommunications Act 1997, you have to tell us. We can refuse to provide a retail service to you if you tell us or we reasonably believe that you are operating and using retail services as a carrier or carriage service provider. We can also cancel or suspend your retail services by telling you in writing 30 days before we do so. You can enter into a written agreement with us for the supply of wholesale services, if you choose to do so. If we do not exercise a right under this clause fully or at a given time, we may still exercise it later.
- 2.10 We occasionally need your consent to do certain things. We can rely on the authority of any of your employees who tell us they have authority to give your consent, as long as we act in good faith.
- 2.11 If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to Our Customer Terms if you get our written consent first. We cannot withhold our consent unreasonably but we can withdraw our consent on reasonable grounds relating to the third party's conduct.

#### Assignment by us

- 2.12 We can assign, novate or transfer our rights, benefits, obligations and/or liabilities under Our Customer Terms to another person (Incoming Party) provided that:
  - (a) the Incoming Party is a related body of us, or is a company of substance;
  - (b) the Incoming Party will assume those rights, benefits, obligations and/or liabilities;
  - (c) your rights and the services provided to you under Our Customer Terms will not be prejudiced as a result of the assignment, novation or transfer;
  - (d) the assignment, novation or transfer is occurring as part of a sale of our business or business restructure; and
  - (e) we have given you 30 days' prior notice of any such novation, assignment or transfer.
- 2.13 You must accept performance by the Incoming Party in place of performance by us.

#### 3 USING YOUR SERVICE

Our aim of providing continuous and fault-free services

3.1 We aim to provide, but do not promise, continuous or fault-free services.

#### Maintenance and repair

- 3.2 The particular sections of Our Customer Terms set out our maintenance commitments that apply to our services. Generally, we maintain all of our services for as long as they are offered to customers. Also particular timeframes for repairing faults in your Basic Telephone Service may be set out in our Universal Service Policy, in the Customer Service Guarantee Standard or under our Priority Assistance policy at <a href="https://www.telstra.com.au/consumer-advice/customer-service">www.telstra.com.au/consumer-advice/customer-service</a>.
- 3.3 You have to maintain and repair any equipment that does not belong to us and is at your premises and do any maintenance or repairs that we ask you to.

3.4 Where your equipment causes a fault in your service, we can charge you a call-out fee and our reasonable charges for rectifying the fault.

#### Use for intended purpose

3.5 Our Customer Terms may state that a service is provided for a particular purpose. You must only allow the service to be used for that purpose.

#### Your responsibility

3.6 You are responsible for and have to pay for any use of your service, whether you authorise it or not. Also, if you do not disconnect your service when you leave your premises, you have to pay for any use of the service by later occupants or others. We recommend you consider taking measures to protect yourself from unauthorised use of your service. Any person who uses your service, or allows someone else to use it, after you have vacated your premises, is jointly and individually liable with you for any charges relating to that use.

#### Excessive or unusual use

3.7 We do not promise to monitor your service for excessive or unusual usage. We can suspend or cancel your service if it is used in an excessive or unusual way, but do not promise to do so. If we do suspend or cancel your service, you still have to pay any charges incurred for any excessive or unusual usage.

There might be excessive or unusual use if you have a call that remains connected for an unusually long period of time or where an unusually large volume of calls to premium-rate or international services start being made from your service.

#### Breaking the law

3.8 You must not use a service to commit an offence or allow anybody else to do so.

#### Causing interference

- 3.9 You must do what we tell you to do if your use of a service interferes (or threatens to interfere) with the efficiency of our network (including because you have inadequate capacity).
- 3.10 You have to make sure that no-one interferes with the operation of a service or makes it unsafe.

#### Your responsibility for equipment

3.11 You are responsible for any equipment at your premises (including any that belongs to us). You have to pay us for any loss or damage to our equipment at your premises, except for fair wear and tear.

#### Power supply

3.12 You have to arrange and pay for any electricity supply needed for a service at your premises. The service may not work if the electricity supply is cut.

#### Compliant equipment only

3.13 You must only connect equipment that complies with relevant technical standards and other

relevant requirements. For these standards see the Australian Communication Authority's website at: <a href="http://www.acma.gov.au">http://www.acma.gov.au</a>.

3.14 You must make any changes we ask to your equipment to avoid any danger or interference it may cause.

#### Tell us if things change

- 3.15 You have to tell us about any relevant changes to your services or equipment.
- 4 CHARGES AND PAYMENT

#### Charges

- 4.1 Our Customer Terms set out the charges you must pay us for your services. Sometimes you have to pay a particular charge in advance.
- 4.2 If you use your service to access a service provided by someone else, and we are charged for that other service, you must pay us for that service.

#### Bills

- 4.3 We issue bills for charges for your services regularly. We can also issue an interim bill at any time.
- 4.4 We may issue bills to you either electronically or on paper. Electronic bills can be viewed and paid online by registering at <u>Your Telstra Tools</u> or <u>Telstra Connect</u>.
- 4.5 We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods.
- 4.6 Our records are sufficient proof that a charge is payable unless they are shown to be incorrect.
- 4.7 Any claim that charges in a bill are incorrect must be made within 12 months of the **bill's due date.**

#### Setting up the Single Bill service

- 4.8 If you have two or more eligible Telstra fixed, mobile, BigPond internet and/or subscription television services in your name, we will send you a Single Bill if you:
  - (a) request us to do so; or
  - (b) do not opt out of any campaign that offers a Single Bill to you (please note that your bill date may change).

You can contact us to find out whether relevant services are eligible to be included in a Single Bill and whether Single Bill is generally available to you. The consolidation of your services on a Single Bill does not create an entitlement to any discount on those services.

In some cases, we may not be able to consolidate your services on the Single Bill, including where:

• your services are not managed by the same billing and customer care system;

- you receive customised pricing and your services are managed by our old billing and customer care system; and
- we have agreed to an alternate billing arrangement with you (such as a customised billing solution).
- 4.9 We may also be able to provide a Single Bill which combines Telstra services in more than one name, but only if each Nominated Service Customer and the Single Bill Customer agree to these Single Bill terms (specified in clauses 4.7 to 4.18) in writing. Single Bill Customers and Nominated Service Customers acknowledge, for the purposes of Parts III and IIIA of the Privacy Act 1988 (Cth) (which regulate the extent to which we can disclose your personal credit information), that we may disclose personal and/or credit information about each one of them to the other (where applicable).
- 4.10 Where the Single Bill includes subscription television service(s), Single Bill Customers and Nominated Service Customers acknowledge that credit information about them may be disclosed between us and Telstra Pay TV to the extent necessary to administer, manage, and enforce these terms and any of the services on the Single Bill.

Single Bill Customers and what they can do

- 4.11 Only the Single Bill Customer will receive the Single Bill and be able to change the Single Bill address, request reprints of the Single Bill or receive bill information about the Single Bill.
- 4.12 In addition to their own service(s), the Single Bill Customer will be liable to pay all charges incurred on the Single Bill, including any Nominated Service. However, the Single Bill Customer cannot make any changes to or cancel a Nominated Service Customer's services.
- 4.13 Additional services can only be added to the Single Bill if the Single Bill Customer agrees.

Entitlements of Nominated Service Customers in relation to Single Bill

- 4.14 **A Nominated Service Customer's entitlements in relation to their** Nominated Service on a Single Bill will remain the same except that:
  - (a) a Nominated Service Customer will no longer receive a bill from us about their services. Nominated Service Customers can, however, request and receive billing information about their own Nominated Services but not other customers' services under the Single Bill;
  - (b) a Nominated Service Customer can only add a new Telstra service to the Single Bill with the written consent of the Single Bill Customer;
  - (c) a Nominated Service Customer can only add new service features to their Nominated Service with the Single Bill Customer's consent;
  - (d) any change to a Telstra mobile Nominated Service that requires the payment of an additional fee needs the Single Bill Customer's written consent (e.g. cancellation of a Telstra mobile contract which includes the supply of a discount priced phone); and
  - (e) a Nominated Service Customer cannot transfer their service to another person and keep that service under the Single Bill without the written consent of the Single Bill Customer.

Cancelling Single Bill and removing Nominated Services from Single Bill

- 4.15 The Single Bill Customer may cancel the Single Bill or remove Nominated Services from the Single Bill by providing us with five days' notice by calling the bill enquiries number referred to on the bill. From the date the Single Bill is cancelled, Services will then revert back to being billed separately by us. If the Single Bill is cancelled by the Single Bill Customer, the Single Bill Customer remains liable for all amounts incurred under the Single Bill up to and including the date of cancellation.
- 4.16 A Nominated Service Customer may remove their Nominated Services from the Single Bill by giving us five days' notice. Notice can be given by calling us on the bill enquiries number found on the Single Bill. If Nominated Services are removed from the Single Bill, the Single Bill Customer remains liable for all amounts incurred in relation to the Nominated Services up to and including the date of their removal from the Single Bill.

Amounts in relation to Telstra Nominated Services which is a mobile service can include extra amounts for enhanced service features, excess usage charges, set up fees, special Telstra mobile contract payments and any monthly credit payments. The terms and conditions of the additional enhanced service features, which the Nominated Service Customer requests, apply to the Single Bill Customer. Terms and conditions relating to mobile services are set out in the Telstra Mobile Section of Our Customer Terms.

#### Who we tell if the Single Bill is not paid

- 4.17 We will notify the Single Bill Customer if the Single Bill Customer does not pay a Single Bill by its due date.
- 4.18 Nominated Service Customers continue to own their Nominated Services and to be responsible for all amounts payable to us for those services, which are not paid by the Single Bill Customer.
- 4.19 If the Single Bill Customer does not pay a Single Bill in full by its due date, we may suspend or cancel any or all of the services included in the Single Bill in accordance with clause 5 or, where applicable, Part A General Terms for BigPond services of the BigPond Service Section of Our Customer Terms at <a href="http://www.telstra.com.au/customerterms/bigpond/bigpond\_general.htm">http://www.telstra.com.au/customerterms/bigpond/bigpond\_general.htm</a> or any relevant Service Agreements.

#### Credit card payments

4.20 If you pay a bill by credit card, we can charge you a credit card payment processing fee. Refer to your bill for the amount of the fee

#### Late or dishonoured payments

- 4.21 If you do not pay a bill by its due date, we can charge you an administrative fee of
  - (a) \$15.00 if the amount outstanding on your bill is \$70.00 or more.

No administrative fee is charged if the amount outstanding on your bill after the due date is less than \$70.

4.22 We can also restrict, suspend or cancel your service (or restrict, suspend or cancel any or all of your services in the case of a Single Bill), provided we comply with our rights to cancel or suspend your service set out in Cancelling or suspending your service below (or under any other agreement between us for any services included on a Single Bill).

4.23 If you pay a bill by cheque and the cheque is dishonoured, you must also pay us a fee of \$15.00. If you pay a bill by direct debit and there are insufficient funds in the account, you must also pay us a fee of \$10.00. These fees do not attract GST.

ACT Government Utilities (Network Facilities) Tax Charge

- 4.24 From 1 July 2009, an annual ACT Government Utilities Tax Charge applies to some of our customers.
  - (a) you have one or more affected services at an address within the ACT Government area including the Jervis Bay area of NSW; and
  - (b) you are our customer following the relevant assessment date (regardless of whether you still have one or more of the affected services at the time of billing),

then we can charge you an ACT Government Utilities Tax Charge.

- 4.25 The assessment date in relation to the ACT Government Utilities Tax Charge is 31 March of each calendar year. The affected services for the purpose of the ACT Government Utilities Tax Charge are as determined by us each year at each assessment date.
- 4.26 The amount of the ACT Government Utilities Tax Charge will change over time and will be determined by us following the relevant assessment date each year. We will notify you of the applicable ACT Government Utilities Tax Charge amount each year in accordance with these General Terms. The ACT Government Utilities Tax Charge will be itemised on your bill.
- 4.27 If you have a fixed length contract with us for all of your affected services which was entered into before 1 July 2009, we will not charge you the ACT Government Utilities Tax Charge until that fixed length has expired or when that contract is renewed.

#### Adjustments

- 4.28 We can round charges up or down to the nearest whole cent (0.5 cent is rounded up). If you pay a bill by cash, we may round the amount payable by you to the nearest multiple of five cents.
- 4.29 We can pay you amounts we owe you by deducting them from amounts you owe us. If you become bankrupt or insolvent, we may deduct any amounts you owe us even if such amounts are not yet due and payable. You must pay us without any set-off, counter-claim or deduction.
- 4.30 If we require you to pay any charges in advance (e.g. monthly access fees) and they are varied or the service is cancelled, we refund you any overpayment and you have to pay us any underpayment.
- 4.31 In order to provide some services to you (like international calls), we enter into arrangements with other providers and may be charged by them. If the other providers charge us more than we charge you for the service, we can charge you the difference in addition to our charge if we think your use of services has been excessive or unusual.

There might be excessive or unusual use if you have a large volume of calls being made from your service to particular numbers where what we are charged for those calls is higher than what we charge you.

#### **GST**

- 4.32 If GST is imposed on any supply we make to you under Our Customer Terms and the consideration payable for the supply under any other clause of Our Customer Terms is not expressed to be inclusive of GST, you must pay us on demand by us, an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed.
- 4.33 GST-free pricing plans may be available to you if you live, or are a business located in, an Australian External Territory and apply to Telstra to connect to a GST-free pricing plan.

#### Bill Format

- 4.34 Our bills are available in the following formats:
  - (a) Paper Bill Receive a summary or detailed paper bill in the mail. Not available with Email Bill
  - (b) Email Bill Receive a summary bill, standard bill or detailed bill by email in PDF format. Email bill is available to customers with a 13 digit account number and most customers with a 10 digit account number ending in 0. Email bill is not available with a Paper Bill.
  - (c) Online Billing –View your bill online via My Account on the telstra.com/business-enterprise website. Available on its own, or with Paper Bill or Email Bill.
- 4.35 You can change the format of your bill by changing your billing preference online in My Account on the telstra.com/business-enterprise website, or by contacting us. It may take up to one billing cycle for changes to your bill format or billing email address to take effect.
- 4.36 If you receive a summary Paper Bill, detailed billing information will be available electronically in My Account on the telstra.com/business-enterprise website for the period for which that option remains your preferred billing option. We may not be able to send you a detailed Paper Bill in relation to this period if you subsequently decide that you want one.
- 4.37 Billing notices sent by email can only be sent to one email address per billing account. If you request that we send your billing notices to another person's email address or phone number, it remains your responsibility to ensure you receive all your billing information.
- 4.38 The following terms apply to Email Bill and Online Billing, as indicated:
  - (a) We will use our best endeavours to deliver your Email Bill to the email address you nominated. If we cannot deliver your Email Bill to that email address, we may:
    - (i) send a Paper Bill to the billing address on your account;
    - (ii) in our discretion change your billing preference to a Paper Bill for all future bills; or
    - (iii) contact you to request that you update your email address.
  - (b) We are not obliged to notify you when a new Online Bill is made available in My Account on the telstra.com website. As a courtesy and unless you are on Email Bill, we will attempt to give you notice that your bill is available for viewing online (for

- example, by SMS or by email to your last registered billing email address). It is your responsibility to contact us if you do not receive billing notices.
- (c) Provided that we use our best endeavours to deliver your Email Bill or other billing notices your Telstra account(s), remain payable by you by the due date specificied in the bill, whether or not you receive, read or access your Email Bill or Online Bill or any notices from us regarding your Email Bill or Online Bill.
- (d) It is your responsibility to:
  - (i) keep your contact details, and billing notices address up to date and notify us of any changes;
  - (ii) ensure that you have sufficient space available in your email mailbox to receive our billing notices;
  - (iii) contact us if you do not receive your Email Bill or any billing notices. You may wish to first check your junk email folder to see if your billing notices have been delivered there instead of your Inbox;
  - (iv) keep your email account and mobile phone secure to protect the privacy of your personal and credit information contained in billing notices; and
  - (v) if you have elected Online Billing, regularly check the telstra.com website for your delivered Online Bills and other billing notices.
- (e) Your Email Bills and any related emails will count towards your usage allowance under your plan.
- 4.39 We may change these Email Bill and Online Bill terms in accordance with clauses 1.4 and 1.5. You agree that we may tell you about changes to these terms using the email address on your account for your billing notices.

#### 5 CANCELLING OR SUSPENDING YOUR SERVICE

You can cancel your service

- You can cancel your service at any time by telling us in writing at least 30 days beforehand. However, if you cancel your service before the end of any fixed length contract we may charge you any applicable early termination charges.
- If you cancel a service before we have provided it to you, we can charge you any costs we incurred in preparing to provide it to you.

When we can cancel or suspend your service

- 5.3 We can suspend or cancel a service if:
  - (a) we are allowed to under another term in these General Terms; or
  - (b) you breach Our Customer Terms (including these General Terms); or
  - (c) we believe it is desirable or necessary to do so to maintain or restore any part of our network: or

- (d) we cannot enter your premises to install, inspect, repair, maintain, replace or remove equipment connected with the service; or
- (e) there is an emergency; or
- (f) the law allows or requires us to; or
- (g) providing the service to you may be illegal or we anticipate that it may become illegal; or
- (h) the Australian Competition and Consumer Commission issues a competition notice relating to the service or we anticipate that it may do; or
- (i) you vacate your premises or you die;
- (j) you become bankrupt or insolvent or appear likely to do so; or
- (k) an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so.
- 5.4 If we decide to exit a Service then we may, by giving you prior reasonable notice:
  - (a) transfer you to an alternative service; or
  - (b) cancel the Service.

If the proposed alternative service is materially detrimental to you, then you may cancel the Service without the payment of any early termination charges.

- 5.5 In addition to our other rights, for new and recontracting customers from 5 June 2012, if we decide, or are required, to transfer your service to the NBN, then we may, by giving you prior reasonable notice:
  - (a) transfer you to an alternative service provided on the NBN and cancel your access to existing networks; or
  - (b) cancel your service and your access to existing networks.
- 5.6 Where we transfer you to an alternative service provided on the NBN in accordance with clause 5.5:
  - (a) you must provide us and NBN Co with assistance and access to the premises as requested to complete the transfer and perform any other work.
    - If you are not the owner of the premises, your landlord will need to approve the installation of equipment and where the equipment is located within the premises;
  - (b) you understand that in performing the work reasonably required to complete the transfer, temporary outages or interruptions may be caused;
  - (c) if any installation charges apply and you do not agree to pay these charges we may cancel your service and your access to existing networks. We will not charge you an early termination fee in these circumstances;

- (d) you consent to us completing the transfer, unless you tell us otherwise; and
- (e) if the alternative service provided on the NBN is materially detrimental to you, then you may cancel the service without payment of any early termination charge.
- 5.7 If you do not comply with your obligations under clause 5.6(a), we may terminate your service and access to existing networks and we may charge you an early termination fee.

#### After cancellation or suspension

- If a service is cancelled or suspended, you still have to pay charges incurred beforehand. The provisions relating to liability and indemnity also continue unaffected.
- 5.9 We can ask you to pay a reconnection charge before we reconnect a service that has been cancelled.

#### 6 OUR LIABILITY TO YOU

#### Death, personal injury or property damage

- 6.1 We accept liability for our negligence in relation to supplying services if it causes personal injury or death.
- 6.2 If our negligence in relation to supplying services causes damage to property, we will repair or replace the property (or pay to do so).

#### Quality of service

6.3 Certain laws imply terms into contracts for the supply of goods or services that cannot be excluded (e.g. that services are provided with due care and skill and goods are reasonably fit for their purpose and of a certain quality). If those terms are implied into Our Customer Terms and we breach them, we accept liability for the breach. Our liability is limited to resupplying, repairing or replacing the relevant goods or services where the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

#### When we are not liable

6.4 We are only liable to you in the cases set out in this clause. Otherwise, we are not liable to you in contract, tort (including negligence) or otherwise for any loss or damage. For example, we are not liable for loss of profits or anticipated savings, economic loss, lost data or any indirect or consequential damage.

#### Beyond our control

6.5 We are not liable for failing to comply with Our Customer Terms because something happens beyond our control.

#### 7 YOUR LIABILITY TO US

#### Joint customers

7.1 If you and one or more others are the customer for a service, each of you is jointly and individually responsible for all charges and other obligations relating to that service.

#### Indemnity

- 7.2 You indemnify us against (and must pay us for) any loss or damage we suffer, relating to:
  - (a) the use (or attempted use) of your service;
  - (b) equipment used in connection with your service.
- 7.3 You indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of Our Customer Terms.
- 8 TELEPHONE NUMBERS AND PINS
- 8.1 The Telecommunications Number Plan sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.
- 8.2 You do not own or have any legal interest or goodwill in any telephone number or PIN issued to you. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.
- 8.3 You can transfer a telephone number or PIN to another person if you get our consent first.
- 8.4 Because you have to pay for any use of your service, whether you authorise it or not, we recommend you protect the security of any PIN used with your service.
- 8.5 We can vary customer dialling codes used to access a service with a PIN.
- 9 ACCESSING YOUR PREMISES

When we can access your premises

- 9.1 We may need access to your premises. You agree to provide us safe access to your premises:
  - (a) to install equipment for a service you have asked for; and
  - (b) to inspect, test, maintain, repair or replace equipment; and
  - (c) to recover our equipment after your service is cancelled.
- 9.2 You owe us the value of our equipment as a debt due if we cannot access your premises to recover it.

#### **Owner's permission**

- 9.3 If you do not own your premises, you have to get the owner's permission for us to access the premises and install any equipment. You promise to us that you have got that permission. You indemnify us against (and must pay us for) any claim the owner makes against us relating to our entering your premises.
- 10 SECURITY
- 10.1 At any time, we can require you to provide some form of security (e.g. a security deposit, a

charge or bank guarantee) or pay some or all of the charges for your service in advance. If you do not, we can refuse to provide you the service or cancel it.

- 10.2 If you cancel all your services, we return the security deposit or advance payment to you less any outstanding charges.
- 10.3 Our acceptance of any form of security or advance payment does not affect any other terms of Our Customer Terms.

#### 11 OTHER MATTERS

11.1 If any term (or part of a term) in Our Customer Terms is void or unenforceable, that term (or part) is taken to be removed from Our Customer Terms and not to form part of them. The remaining terms continue to have full effect.

#### 12 SPECIAL MEANINGS

#### 12.1 In Our Customer Terms:

business customer means any customer who we believe carries on a business, and includes:

- (a) an individual whose White Pages entry incorporates a business reference; or
- (b) a company registered under the Corporations Act having an ACN or an ARBN/ABN or any other body corporate; or
- (c) an association or club (whether incorporated under Associations Incorporation Legislation or not) that is not a non-profit organisation or charitable organisation.

charge means a charge specified in Our Customer Terms.

charitable organisation or charity means an organisation that is endorsed by the Commissioner of Taxation as a deductible gift recipient under Subdivision 30-BA by reason of being a public benevolent institution under item 4.1.1 of the table in section 30-45 of the Income Tax Assessment Act 1997.

credit card means any credit or charge card accepted by us as a form of payment from time to time.

customer means a person who contracts with us for a service (including for supply of that service to another person) or who otherwise acquires a service from us, or who seeks to do either of these.

equipment means a "Facility" under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a service.

government customer includes all federal, state, territory and local government departments, authorities, agencies and businesses.

GST means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

insolvent includes having a receiver, manager, administrator, deed administrator, scheme administrator, provisional liquidator or liquidator appointed to you or your parent company,

or you or your parent company making or publically announcing an application for a scheme of arrangement to avoid an insolvent liquidation.

NBN means the fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any related body corporate of NBN Co) and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

NBN Co means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

network means our "telecommunications network" as defined under the Telecommunications Act 1997.

Nominated Service means a service of a Nominated Service Customer billed under a Single Bill.

Nominated Service Customer means a customer other than the Single Bill Customer who has agreed to have their service included in a Single Bill.

non-profit organisation means an organisation that does not operate for profit and includes:

- (d) government and non-government schools, pre-schools, kindergartens and child-care centres; and
- (e) sporting, social, cultural and community clubs and groups that are operated substantially by their members, players or their parents,

but does not otherwise include Government departments, business or agencies.

a reference to a person includes the person's executors, successors and assigns.

PIN means a personal identification number.

premises means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing equipment or a service, or to which a service is supplied.

service includes any goods or equipment provided in connection with a service.

Service Agreements means:

- (a) Telstra Pay TV Subscription Agreement; or
- (b) any other agreement for a service with us or one of our subsidiaries that may be included on a Single Bill.

Single Bill means the consolidated billing service provided by us.

Single Bill Customer means the customer who has agreed to being issued with a Single Bill.

tax invoice has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Telstra Pay TV means Telstra Pay TV Pty Limited.

Telstra Pay TV Subscription Agreement means the terms and conditions pursuant to which Telstra Pay TV supplies subscription television services.

#### we means

- (a) until 1 January 2023, Telstra Corporation Limited ABN 33 051 775 556;
- (b) on and from 1 January 2023, Telstra Limited ABN 64 086 174 781,

and includes their respective successors and assigns.

you means the customer.



# Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022

I, Michelle Rowland, Minister for Communications, make the following declaration.

Dated 18 November 2022

Michelle Rowland Minister for Communications

Conte	nts	
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#### 1 Name

This instrument is the *Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No.5)* 2022.

#### 2 Commencement

(1) Each provision of this instrument specified in column 1 of the table commences, or is taken to have commenced, in accordance with column 2 of the table. Any other statement in column 2 has effect according to its terms.

Commencement information			
Column 1	Column 2	Column 3	
Provisions	Commencement	Date/Details	
The whole of this instrument	The day after this instrument is registered.		
Note:	This table relates only to the provisions of this instrume not be amended to deal with any later amendments of th		

(2) Any information in column 3 of the table is not part of this instrument. Information may be inserted in this column, or information in it may be edited, in any published version of this instrument.

#### 3 Authority

This instrument is made under section 360L of the *Telecommunications Act 1997* and subsection 33(3) of the *Acts Interpretation Act 1901*.

#### 4 Schedules

Each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

#### Schedule 1—Amendments

#### Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Declaration (No. 1) 2020

#### 1 Section 4 (Heading)

Repeal the heading, substitute:

#### (4) Interpretation

#### 2 Section 4

Repeal the note, substitute:

•

A number of expressions used in this instrument are defined in the Act, including the following:

- (a) designated service area (section 360A);
- (b) carriage service provider (section 7);
- (c) eligible service (section 142A);
- (d) GDA94 (section 360A);
- (e) qualifying fixed-line carriage service (section 360A);
- (f) statutory infrastructure provider (section 360A);
- (g) TAB vector format (section 360A).

#### 3 Section 4

Omit "In this instrument:" substitute "(1) In this instrument:"

#### 4 Section 4 (definition of "Opticomm Ltd")

Repeal and substitute:

*Opticomm Pty Ltd* means Opticomm Pty Ltd (ACN 117 414 776), as the company exists from time to time (even if its name is later changed).

#### 5 Section 4 (after definition of "Taipan Networx Pty Ltd")

Insert:

*Telstra* means either of the following:

- (a) Telstra Corporation Limited; or
- (b) Telstra Limited.

#### 6 Section 4 (after definition of "Telstra Corporation Limited")

Insert:

*Telstra Limited* means Telstra Limited (ACN 086 174 781) as the company exists from time to time (even if its name is later changed).

**Telstra-Equipped Services** means services which satisfy the following conditions:

(a) the service is one in relation to which Telstra is in a position to exercise operational control of:

- (i) all or part of the telecommunications network in the designated service area; or
- (ii) the kinds of services that are supplied using the telecommunications network in the designated service area; and
- (b) the service is either:
  - (i) a qualifying fixed-line carriage service which Telstra supplies to end-users at the premises in a designated service area; or
  - (ii) an eligible service which Telstra supplies to another carriage service provider in order that the other carriage service provider can provide qualifying fixed-line carriage services to end-users at premises in a designated service area.

### 7 Section 4 (after definition of "Transact Capital Communications Pty Ltd")

Insert:

Transition Period means the period of time:

- (a) during which both Telstra and Opticomm Pty Ltd are the statutory infrastructure providers in respect of each designated service area specified in column 1 of Schedule 16A in accordance with this instrument; and
- (b) continues until the day before the Transition End Date.

#### **Transition End Date** means the earlier of:

- (a) the day on which Telstra:
  - (i) has completed the disconnection of all Telstra-Equipped Services supplied in relation to all premises within all the designated service areas specified in column 1 of Schedule 16A to the *Telecommunications (Designated Service Area and Statutory Infrastructure Provider Declaration (No.1) 2020*; and
  - (ii) has made available the fact that disconnection has occurred on its website; and
- (b) 1 July 2025.
- (2) For the purposes of the definition of 'Telstra' at subsection 4(1), Telstra will only mean Telstra Limited if Schedules 2 and 3 of the *Telstra Corporation and Other Legislation Amendment Act 2021* commence in all other circumstances, Telstra means Telstra Corporation Limited.

### 8 Section 5 (Designated service areas and statutory infrastructure provider)

Repeal paragraph 5(1)(b) and substitute:

(b) subject to subsection 5(3), each carrier specified in the heading of a Schedule to this instrument (*specified carrier*) is the *statutory infrastructure provider* for each *designated service area* specified in column 1 of the table in that corresponding Schedule.

### 9 Section 5 (Designated service areas and statutory infrastructure provider)

After subsection 5(2), insert:

- (3) For the purposes of Schedule 16A:
  - (a) Telstra and Opticomm Pty Ltd are the *statutory infrastructure providers* in respect of each *designated service area* specified in column 1 of Schedule 16A during the *Transition Period*;
  - (b) Telstra ceases to be the *statutory infrastructure provider* in respect of each *designated service area* in column 1 of Schedule 16A on the *Transition End Date*; and
  - (c) Opticomm Pty Ltd is the *statutory infrastructure provider* in respect of each *designated service area* in column 1 of Schedule 16A on and from the *Transition End Date*.

#### 10 Schedule 12 - (heading)

Repeal "Schedule 12 – Opticomm Ltd", substitute:

"Schedule 12 - Opticomm Pty Ltd"

#### 11 Schedule 12 – (table heading)

Repeal "Specified areas for which Opticomm Ltd is the specified carrier and to which this declaration applies", substitute:

"Specified areas for which Opticomm Pty Ltd is the specified carrier and to which this declaration applies".

#### 12 Schedule 16A – (heading)

Repeal "Schedule 16A – Telstra Corporation Limited", substitute:

"Schedule 16A – Telstra and Opticomm Pty Ltd subject to the Transition Period"

#### 13 Schedule 16A – (table heading)

Repeal "Specified areas for which Telstra is the specified carrier and to which this declaration applies", substitute:

"Subject to subsection 5(3), areas for which Telstra and Opticomm Pty Ltd are the specified carriers and to which this declaration applies".

#### 14 Schedule 16A (after table item 48)

	Insert:	
48A	Freeman's	POLYGON ((150.8500874 -33.9404255,150.850049 -
	Ridge, Stage	33.940468,150.8504251 -33.941038,150.8504776 -33.941009,150.8506427
	13 (Carnes	-33.9409342,150.8509262 -33.9408045,150.8510745 -
	Hill, NSW)	33.9407256,150.8511024 -33.9407105,150.8512648 -
		33.9406035,150.8514095 -33.9404842,150.8515367 -
		33.9403564,150.8516521 -33.940211,150.8518157 -
		33.9399508,150.851992 -33.939671,150.852031 -33.9395876,150.8522612
		-33.9394219,150.8523655 -33.9393208,150.8526101 -

		33.9391448,150.8520814 -33.938634,150.8518375 -
		33.9388094,150.8516953 -33.9388758,150.8514638 -
		33.9390419,150.8514275 -33.9391249,150.8510257 -
		33.9397654,150.8509136 -33.9399293,150.8507465 -
		33.9400903,150.8505358 -33.940219,150.8500874 -33.9404255))
48B	Freeman's	POLYGON ((150.852611 -33.9391436,150.8523656 -
	Ridge, Stage	33.9393205,150.8522623 -33.9394217,150.8520307 -
	16 (Carnes	33.939587,150.851993 -33.9396707,150.8518859 -33.939842,150.851817 -
	Hill, NSW)	33.9399511,150.8517407 -33.9400705,150.8516543 -
		33.9402074,150.8516123 -33.9402614,150.8515411 -
		33.940352,150.8515214 -33.9403713,150.8517792 -
		33.9405344,150.8518433 -33.9406776,150.8521648 -
		33.9408708,150.8521327 -33.9409062,150.8523363 -
		33.9411148,150.8523487 -33.9411083,150.8523946 -
		33.9410744,150.8524601 -33.9410231,150.8525242 -
		33.9409688,150.8525624 -33.9409335,150.8526567 -
		33.940837,150.8527431 -33.9407348,150.8528194 -
		33.9406306,150.8528869 -33.9405191,150.8529172 -
		33.9404641,150.8529451 -33.9404041,150.8529969 -
		33.940288,150.8531996 -33.9401259,150.8532757 -
		33.9400702,150.8532473 -33.9397574,150.85307 -
		33.9395866,150.8526994 -33.9392301,150.852611 -33.9391436))

#### 15 Schedule 16A (item 1)

Repeal the item, substitute:

	1	,
1	24	POLYGON ((115.6952081 -31.633078,115.695617 -31.63308,115.6961239
	Halesworth	-31.632928,115.698386 -31.632926,115.69844 -31.632914,115.698476 -
		31.632863,115.698487 -31.63277,115.697997 -31.631249,115.695925 -
	Parade	31.631239,115.6952039 -31.631251,115.6952081 -31.633078,115.6952081
	(Butler,	
	,	-31.633078,115.6952081 -31.633078))
	WA)	

#### 16 Schedule 16A (after item 1)

	Insert:	
C S N	50 Clarendon Street (East Melbourne, VIC)	POLYGON((144.983347 -37.812643, 144.983497 -37.811749, 144.983916 -37.811794, 144.983843 -37.812226, 144.984061 -37.81225, 144.984038 - 37.812385, 144.983849 -37.812361, 144.983793 -37.812695, 144.983347 - 37.812643))

### Schedule 2 —Repeals

Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 1) 2022

#### 1 The whole of the instrument

Repeal the instrument.

#### **Explanatory Statement**

Issued by the Authority of the Minister for Communications.

Telecommunications Act 1997

### Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022

#### **Authority**

The Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022 (the Amending Declaration) is made under section 360L of the Telecommunications Act 1997 (the Act) and subsection 33(3) of the Acts Interpretation Act 1901.

#### **Purpose**

The purpose of the Amending Declaration is to amend the *Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Declaration (No. 1) 2020* (the Principal Declaration) to provide a framework for the phased transfer of statutory infrastructure provider (SIP) responsibilities from Telstra to Opticomm in relation to Telstra's service areas. It does this together with another instrument being made at the same time, the *Telecommunications (Exceptions to Statutory Infrastructure Provider Obligations – Telstra and Opticomm Pty Ltd) Determination 2022* (the Exceptions Determination).

#### **Background**

The SIP regime is set out in Part 19 of the Act and commenced on 1 July 2020. It aims to ensure that all people in Australia can access high speed broadband services. Under the Act, NBN Co is the default SIP for Australia, reflecting its role in the market. However, the SIP regime provides for alternative carriers to be the SIPs for the geographic areas where they deploy telecommunications networks. This recognises that there is a competitive market in Australia for the provision of telecommunications networks.

There are three main routes by which alternative carriers become the SIPs for service areas: through deeming provisions in the statute; through carrier nomination; or by Ministerial designation.

The key obligations of SIPs are to connect premises in their service areas to their telecommunications networks, and supply wholesale services, on reasonable request from a carriage service provider (CSP) acting on behalf of an end-user within the designated SIP area. The wholesale services must allow the retail provider to supply 'qualifying carriage services', which are broadband services with peak download and upload speeds of at least 25/5 Mbps. On fixed-line or fixed wireless networks, the wholesale services SIPs supply must also enable CSPs to supply voice services. SIPs must also publish the terms and conditions on which they offer to connect premises and supply eligible services to CSPs.

Under section 360Z of the Act, the Australian Communications and Media Authority (ACMA) is required to maintain a register which, amongst other things, must contain the

name of each SIP and, for each of those SIPs, the relevant service area or areas. The ACMA will update its register to reflect that both Opticomm and Telstra are being designated as the SIPs for the Velocity estates. The data will also be available for display on the National Map.

#### Telstra - Opticomm network transfer

On 18 December 2020, the then Communications Minister declared Telstra as the SIP for 127 designated service areas in which it had deployed fibre-to-the-premises (FTTP) networks. These service areas are collectively known as 'Velocity' estates and include Telstra's FTTP network in South Brisbane. Telstra has also declared a number of provisional nominated service areas under the SIP regime, for new stages of developments in the estates. Three of these areas are outside the existing designated service areas and are being incorporated into Telstra's designated service areas by the Amending Declaration. This means the Amending Declaration deals with 130 Telstra Velocity estate areas in total.

On 24 December 2020, Telstra and Uniti announced that they had entered into a commercial agreement relating to the Velocity estates. The ownership of the Telstra FTTP networks in the estates passed to Uniti at that date, but Telstra retained operational control of the networks pending a transition process. As such it has continued to be responsible for connecting premises to the networks, and for providing wholesale services under the SIP regime. It has therefore remained the SIP for the estates until now.

The transition process will commence soon. While it is anticipated to be completed in about one year, there is the potential for delay and so the Amending Declaration and the Exemptions Determination allow for a transition period that ends by 1 July 2025.

Under the transition process, Telstra's 130 SIP service areas in the Velocity estates are divided into 533 smaller areas, known as 'Fibre Distribution Hub areas' or FDHAs. For each of those 533 FDHAs, there is a scheduled date during the transition period for premises in the FDHA to be disconnected from the Telstra network, and then connected to the Opticomm network. Opticomm and Telstra have jointly published a Transition Roadmap and Schedule which includes transition commencement and end dates for each FDHA. This is available at <a href="https://www.telstrawholesale.com.au/products/product-exits-and-solutions/fibre-access-broadband.html">https://www.opticomm.com.au/products/product-exits-and-solutions/fibre-access-broadband.html</a> and at <a href="https://www.opticomm.com.au/velocity/">https://www.opticomm.com.au/velocity/</a>.

The transition process will involve the disconnection of Telstra's equipment and the installation of new equipment owned by Uniti's subsidiary, Opticomm. Both Telstra and Opticomm have stated that the process at any individual premises will be completed in a single day, meaning disruptions to service for end-users should be limited. Once the Opticomm equipment has been installed, Opticomm will fully control the networks and take over the role of providing network connectivity and wholesale services in the Velocity estates. As such, it should also be the SIP for the estates.

#### The role of the Amending Declaration in the transition

The Amending Declaration and the Exceptions Determination establish a framework for SIP obligations in the Velocity estates to transfer from Telstra to Opticomm on a phased basis during the transition period, consistent with the Transition Roadmap and Schedule. The objective is to deliver a smooth and streamlined switchover for end-users and maintain continuity of service.

The Amending Declaration inserts key definitions and interpretive clauses into the Principal Declaration that are required to establish the framework for the transition. It makes both Telstra and Opticomm SIPs for the Velocity estates during the transition period, with Opticomm becoming the sole SIP for the estates after the transition period ends. This approach reflects the structure of the statute and the difficulty in establishing in advance the point in time at which operational control will pass from Telstra to Opticomm at any individual premises.

The Amending Declaration also adds three nominated service areas that Telstra has declared to the Schedule of Telstra's designated service areas. This allows the nominated service areas as well as the designated service areas to be subject to the transition framework.

The Exceptions Determination performs three key functions.

First, it defines a *Premises Transition Date*, which establishes a time when individual premises are transferred from Telstra's operational control to Opticomm's.

Second, the Exceptions Determination specifies exceptions from Telstra's and Opticomm's SIP obligations as follows:

- Opticomm does not have to fulfil SIP obligations at individual premises *prior* to the Premises Transition Date for those premises.
- Telstra does not have to fulfil SIP obligations at individual premises *after* the Premises Transition Date for those premises.

Third, the Exceptions Determination specifies conditions in relation to the exceptions. The exceptions only apply if the conditions are met. The conditions are:

- Telstra and Opticomm have executed an agreement on the operational measures required to comply with a request to fulfil SIP obligations.
- Details of those measures are made available on their respective websites.
- The details remain on the websites during the transition period.
- The agreement remains in force during the transition period.

#### Consultation

The Department of Infrastructure, Transport, Regional Development, Communications and the Arts consulted Opticomm and Telstra on the two instruments, and also consulted NBN Co Limited, as the default SIP for Australia, consumer and industry representatives and the ACMA, as the regulator for the SIP regime. These organisations did not raise any concerns with the instruments.

#### Legislative requirements

The Amending Declaration is a legislative instrument for the purposes of the *Legislation Act* 2003 and therefore subject to the default consultation, sunsetting and disallowance requirements under that Act. The Amending Declaration commences the day after it is registered.

The Amending Declaration is covered by a standing Regulatory Impact Statement (RIS) exemption issued by the Office of Best Practice Regulation (OBPR), as the regulatory impacts of the Amending Declaration are minor and/or machinery in nature, and were considered and costed as part of the implementation of the wider SIP regime (OBPR ID: 44338).

Details of the Amending Declaration are set out in <u>Attachment A</u>.

## **Statement of Compatibility with Human Rights**

A statement of compatibility with human rights for the purposes of Part 3 of the *Human Rights (Parliamentary Scrutiny) Act 2011* is set out at <u>Attachment B</u>.

## Details of the Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022

#### Section 1 - Name

This section provides that the name of the instrument is the *Telecommunications* (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022 (the Amending Declaration).

#### **Section 2 – Commencement**

This section provides for the Amending Declaration to commence on the day after it is registered on the Federal Register of Legislation.

#### **Section 3 – Authority**

This section provides that the Amending Declaration is made under section 360L of the *Telecommunications Act 1997* (the Act) and subsection 33(3) of the *Acts Interpretation Act 1901*.

#### Section 4 – Schedule

This section provides that each instrument specified in the Schedule to the Amending Declaration is amended or repealed as set out in the applicable item in the Schedule concerned, and that any other item in a Schedule to the Amending Declaration has effect according to its terms. The Schedule specifies amendments to the Principal Declaration.

#### Schedule 1 – Amendments

Schedule 1 to the Amending Declaration sets out amendments to the *Telecommunications* (Designated Service Area and Statutory Infrastructure Provider) Declaration (No. 1) 2020 (the Principal Declaration).

#### **Item 1 – Section 4 (Heading)**

Item 1 amends section 4 of the Principal Declaration by changing the heading of the section. Currently, section 4 is titled 'Definitions'. Item 1 will retitle the section 'Interpretation'. The change in title is consequential to the insertion of subsection 4(2) by item 7 of the Amending Declaration, which is an interpretive clause rather than a strict definition.

#### Item 2 – Section 4

Item 2 amends section 4 of the Principal Declaration by repealing the note at the start of the section and replacing it with an expanded note. The note provides that a number of expressions used in the Principal Declaration are defined in the Act, including *designated service area* (section 360A), *carriage service provider* (section 7), *eligible service* (section 142A), *GDA94* (section 360A), *qualifying fixed-line carriage service* (section 360A), *statutory infrastructure provider* (section 360A) and *TAB vector format* (section 360A). The new cross-references inserted by the Amending Declaration are those to *carriage service provider*, *eligible service* and *qualifying fixed-line carriage service*. They are included because they are used in the definitions and interpretive clauses being inserted by the Amending Declaration.

#### Item 3 – Section 4

Item 3 amends the beginning of section 4 of the Principal Declaration by inserting a new subsection number (1) before the words 'In this instrument'. This amendment is consequential to the insertion of new subsection 4(2) by item 7.

#### Item 4 – Section 4 (definition of "Opticomm Ltd")

Item 4 amends section 4 of the Principal Declaration by repealing the definition of *Opticomm Ltd* and replacing it with a definition of *Opticomm Pty Ltd*. This reflects organisational changes in that company. The definition, including the Australian Company Number, is otherwise the same as in the Principal Declaration, with Opticomm Pty Ltd defined to mean Opticomm Pty Ltd (ACN 117 414 776), as the company exists from time to time (even if its name is later changed).

#### Item 5 – Section 4 (after definition of "Taipan Networx Pty Ltd")

Item 5 inserts a new definition of *Telstra* into the Principal Declaration, with Telstra defined to mean either of Telstra Corporation Limited or Telstra Limited. The amendment is one of a number of provisions dealing with the impact of Telstra's corporate restructure on its SIP obligations, along with items 6, 7, 12 and 13 of Schedule 1 and Schedule 2.

#### Together these amendments:

- repeal an instrument made earlier in 2022, the *Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 1) 2022* (the First Amending Declaration);
- define Telstra, Telstra Corporation Limited and Telstra Limited; and
- specify when Telstra Corporation Limited and then Telstra Limited respectively must fulfil SIP obligations.

The First Amending Declaration anticipated Telstra's restructure into different corporate entities. Telstra has developed a Scheme of Arrangement that provides that Telstra assets and business lines will be allocated to different companies within Telstra's overall corporate group on 1 January 2023. Operational control of the FTTP networks in the Velocity estates will be transferred from Telstra Corporation Limited to Telstra Limited. Given that, the First Amending Declaration also provided for SIP responsibilities to be transferred to Telstra Limited, as it would be the entity best placed to fulfil those obligations.

The First Amending Declaration is expected to commence after 1 January 2023, when the transfer of property under Telstra's Scheme of Arrangement becomes effective.

The First Amending Declaration would amend Schedule 16A of the Principal Declaration to insert new table headings. These amendments would not be able to be reconciled with the amendments proposed by the Amending Declaration. The Amending Declaration will insert new table headings into Schedule 16A to provide that both Telstra and Opticomm are the SIPs for the Velocity estates (see items 12-13 below). As a result, Schedule 2 will repeal the First Amending Declaration.

The repeal of the First Amending Declaration then needs to be supplemented with new drafting to reflect Telstra's restructure and transfer SIP responsibilities, after 1 January 2023,

from Telstra Corporation Limited to Telstra Limited. This is achieved by items 6 and 7 of Schedule 1 (below).

#### Item 6 – Section 4 (after definition of "Telstra Corporation Limited")

Item 6 inserts two new definitions into section 4 of the Principal Declaration.

First, it inserts a definition of *Telstra Limited*. This is defined to mean Telstra Limited (ACN 086 174 781) as the company exists from time to time (even if its name is later changed). The definition is consequential to item 5. Telstra Limited will assume operational control of the FTTP networks in the Velocity estates once Telstra's restructure has taken effect on 1 January 2023.

Second, item 6 inserts a definition of *Telstra-Equipped Services*. This is a key definition for both the Amending Declaration and the Exceptions Determination and is used to identify services that can only be supplied at premises in the Velocity estates before Telstra disconnects its equipment.

Telstra-Equipped Services are defined by reference to two characteristics.

First, the service must be one in relation to which Telstra is in a position to exercise operational control of:

- all or part of the telecommunications network in the designated service area; or
- the kinds of services that are supplied using the telecommunications network in the designated service area.

Second, the service must be either:

- a qualifying fixed-line carriage service which Telstra supplies to end-users at the premises in a designated service area; or
- an eligible service which Telstra supplies to another CSP in order that the other CSP can provide qualifying fixed-line carriage services to end-users at premises in a designated service area.

'Operational control' is not defined and is therefore to be understood in relation to ordinary usage. The intention is that it would refer to an ability to control the day-to-day management and operation of the FTTP networks in the Velocity estates, including control of the kinds of services that are supplied. Once Telstra has disconnected Telstra-Equipped Services at premises, and Opticomm has connected the premises to its networks, Telstra would no longer be able to control such things as the day-to-day management and operation, or the kinds of services that are supplied. These would instead be determined by Opticomm.

'Qualifying fixed-line carriage service' is defined in section 360A of the Act, and means a carriage service where:

- a) the carriage service enables end-users to download communications; and
- b) the carriage service is supplied using a line to premises occupied or used by an end-user; and
- c) the peak download transmission speed of the carriage service is at least 25 megabits per second (Mbps); and

d) the peak upload transmission speed of the carriage service is at least 5 Mbps.

#### Item 7 – Section 4 (after definition of "Transact Capital Communications Pty Ltd")

Item 7 inserts two new definitions into section 4 of the Principal Declaration, and adds a new subsection 4(2).

First, item 7 inserts a definition of *Transition Period*. This means the period of time during which both Telstra and Opticomm are the SIPs for the designated service areas specified in Schedule 16A of the Principal Direction, and continues until the day before the Transition End Date.

The *Transition End Date* will occur on one of two days, whichever comes earlier. It will either be the day on which Telstra has disconnected all Telstra-Equipped Services supplied in all the designated service areas, or 1 July 2025. Although Telstra and Opticomm expect to complete disconnections before 1 July 2025, the Amending Declaration provides a buffer in case of delays, for example due to complex disconnections or the impacts of natural disasters or other force majeure events.

Together, these two definitions determine the period of time during which both Telstra and Opticomm will be the SIPs for the Velocity estates, and during which the transfer of the premises from Telstra's networks to Opticomm's networks will occur.

Item 7 then inserts new subsection 4(2), which is an interpretive provision linked to the definition of *Telstra* and provides clarity about which Telstra entity will be the SIP for the Velocity estates during and after Telstra's restructure. It provides that *Telstra* will only mean Telstra Limited if Schedules 2 and 3 of the *Telstra Corporation and Other Legislation Amendment Act 2021* (the Telstra Amendment Act) commence. In all other circumstances, Telstra means Telstra Corporation Limited.

Schedules 2 and 3 of the Telstra Amendment Act commence when any of the property of Telstra Corporation Limited is transferred to, and vested in, Telstra Limited by virtue of a court order. A court order was made on 19 October 2022. As noted above, property, including control of the FTTP networks in the Velocity estates, will be transferred from Telstra Corporation Limited to, and vested in, Telstra Limited on 1 January 2023.

#### Item 8 – Section 5 (Designated service areas and statutory infrastructure provider)

Item 8 repeals paragraph 5(1)(b) of the Principal Determination and substitutes a new paragraph.

Currently paragraph 5(1)(b) provides that each carrier specified in the heading of a Schedule to the Principal Determination is the SIP for each designated service area specified in the Schedule. Item 8 adds that this is subject to a new subsection 5(3), being inserted by item 9.

#### Item 9 – Section 5 (Designated service areas and statutory infrastructure provider)

Item 9 inserts new subsection 5(3) into the Principal Determination. This provides that, for the purposes of Schedule 16A to the Principal Determination, Telstra and Opticomm Pty Ltd are the SIPs in respect of each designated service area specified in the Schedule during the Transition Period. Telstra ceases to be the SIP for each designated service area on the

Transition End Date, and Opticomm Pty Ltd will be the sole SIP for each designated service area in the Schedule on and from the Transition End Date.

The Minister has a general power, under section 360L of the Act, to designate service areas and carriers as SIPs for those service areas. The power allows the Minister to declare a single SIP for a service area, or multiple SIPs for a service area.

#### Item 10 – Schedule 12 – (heading)

Item 10 repeals the current heading of Schedule 12 to the Principal Determination and substitutes a new heading so that, instead of referring to Opticomm Ltd, the heading now refers to Opticomm Pty Ltd. This is consequential to item 4.

#### Item 11 – Schedule 12 – (table heading)

Item 11 repeals the heading in the table in Schedule 12, and substitutes a new heading that refers to Opticomm Pty Ltd rather than Opticomm Ltd. This is consequential to item 4.

#### Item 12 – Schedule 16A – (heading)

Item 12 repeals the current heading of Schedule 16A, which refers to Telstra Corporation Limited, and substitutes a new heading that refers to both Telstra and Opticomm Pty Ltd, subject to the Transition Period. The item, together with item 9, establishes that both carriers are the SIPs for the designated service areas in Schedule 16A. The reference to this being subject to the Transition Period clarifies that they are both the SIPs only during the Transition Period, and, in accordance with proposed new subsection 5(3), Opticomm will be the sole SIP for the designated service areas on and from the Transition End Date.

#### Item 13 – Schedule 16A – (table heading)

Item 13 repeals the table heading in Schedule 16A, which currently refers to Telstra alone, and substitutes a new table heading that refers to both Telstra and Opticomm Pty Ltd. This is consequential to item 12.

#### Item 14 – Schedule 16A (after table item 48)

Item 14 inserts two new designated service areas in Schedule 16A, as items 48A and 48B. These are two stages of a development at Freeman's Ridge, Carnes Hill, New South Wales. Earlier stages of the development were designated in 2020, as item 48 of Schedule 16A.

The two areas were the subject of provisional nominated service area declarations made by Telstra in 2021 and therefore are already SIP service areas. These areas are being designated so that they can be incorporated into the framework for the transfer of SIP obligations. Otherwise, the areas would need to be dealt with separately by a Ministerial instrument under subsection 360K(2) of the Act, which allows the Minister to change the SIP for a nominated service area. Such an instrument would need to specify similar matters to those in the Amending Declaration and the Exceptions Determination, so to reduce regulatory complexity the areas are being designated and included in the Amending Declaration.

There is no need to revoke the provisional nominated service area declarations made by Telstra as the designation of the areas will automatically invalidate those declarations. This is a consequence of subsection 360H(1) of the Act, which provides that the whole or a part of a

provisional nominated service area that is also a designated service area cannot be a nominated service area.

Item 15 – Schedule 16A (item 1) Item 16 – Schedule 16A (after item 1)

Item 15 repeals the existing item 1 in Schedule 16A and replaces it with a new designated service area at 24 Halesworth Parade in Butler, Western Australia. Like the areas being designated under item 14, this area has been specified in a provisional nominated service area by Telstra and is being incorporated into Schedule 16A to make it subject to the transfer process and reduce regulatory complexity. Item 16 then reinserts the previous item 1 (150 Clarendon Street in East Melbourne, Victoria) in Schedule 16A as a new item 1A. It is included as item 1A because designated service areas are listed in numerical order first, and so 24 Halesworth Parade must precede 150 Clarendon Street.

#### Schedule 2 – Repeals

Item 1 of Schedule 2 repeals the whole of the *Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 1) 2022.* As discussed in relation to item 5 of Schedule 1, this instrument is being repealed because it has not yet taken effect and there could be inconsistencies between the amendments to Schedule 16A to the Principal Declaration contained in the Amending Declaration and the First Amending Declaration.

#### **Statement of Compatibility with Human Rights**

Prepared in accordance with Part 3 of the Human Rights (Parliamentary Scrutiny) Act 2011

## Telecommunications (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022

#### **Overview**

The purpose of the *Telecommunications* (Designated Service Area and Statutory Infrastructure Provider) Amendment Declaration (No. 5) 2022 (the Amending Declaration) is to amend the *Telecommunications* (Designated Service Area and Statutory Infrastructure Provider) Declaration (No. 1) 2020 to provide a framework for the phased transfer of statutory infrastructure provider (SIP) responsibilities from Telstra to Opticomm in relation to Telstra's service areas. It does this together with another instrument being made at the same time, the *Telecommunications* (Exceptions to Statutory Infrastructure Provider Obligations – Telstra and Opticomm Pty Ltd) Determination 2022 (the Exceptions Determination).

Telstra is the SIP for 130 service areas, known as the Velocity estates, including Telstra's fibre-to-the-premises (FTTP) network in South Brisbane. On 24 December 2020, Telstra announced that it had sold the networks in the Velocity estates to Uniti. Uniti's subsidiary, Opticomm, has entered into a commercial arrangement with Telstra which will see a phased transfer of the networks. Telstra will disconnect its equipment at premises and Opticomm will then connect its equipment. This process will commence shortly.

The Amending Declaration provides that Telstra and Opticomm will both be SIPs for the Velocity estates, until such time as all Telstra equipment has been disconnected, or 1 July 2025 (whichever is the earlier). After that time, Opticomm alone will be the SIP. The Exceptions Determination sets out when Telstra and Opticomm respectively are required (or not required) to fulfil their SIP obligations in the Velocity estates during the transition period.

Together, the instruments provide for a smooth and streamlined transfer of SIP responsibilities while preserving continuity of service for people at premises in the Velocity estates. This will support ongoing access to telecommunications, which is important for social, economic, cultural and political participation.

#### Human rights implications

The Amending Declaration is compatible with the rights and freedoms recognised or declared by the international instruments listed in subsection 3(1) of the *Human Rights (Parliamentary Scrutiny) Act 2011* as they apply to Australia. The Amending Declaration does not engage any of the applicable rights or freedoms.

#### **Conclusion**

The Amending Declaration is compatible with human rights as it does not raise any human rights issues.



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#### 1 ABOUT OUR CUSTOMER TERMS

#### What is "Our Customer Terms"?

- 1.1 Telecommunications legislation allows us to set out our standard customer terms in a "Standard Form of Agreement". Our Customer Terms is our "Standard Form of Agreement". Under the legislation you and we must comply with Our Customer Terms unless you and we have agreed differently.
- 1.2 "Our Customer Terms" is divided into several sections:
  - (a) these Small Business General Terms which apply to all small business customers;
  - (b) Consumer General Terms which apply to all consumer services when not acquired by small business customers;
  - (c) Corporate General Terms which apply to all corporate customers; and
  - (d) particular sections which each set out terms for a particular service or customer group (like the service features, call charges and maintenance commitments that apply to that service).

To understand your rights and obligations you need to read the General Terms which apply to you and the sections that relate to you and your service.

#### Who is a small business customer?

- 1.3 You will be a small business customer (and unless you and we agree otherwise, these Small Business General Terms will apply to you) if you are a business or non-profit organisation (including a body corporate, sole trader, partnership, trust, or registered charity), and:
  - (a) you are using your service for the primary purpose of business use;
  - (b) you did not have a genuine and reasonable opportunity to negotiate the terms of your contract with us; and
  - (c) you had or will have an annual spend with us which is, or is reasonably estimated by us to be, less than \$40,000,

as long as you are not acquiring a service for the purposes of resale.

You will also be a small business customer (and unless you and we agree otherwise, these Small Business General Terms will apply to you) if:

- (a) at the time you enter into a contract with us, you employ fewer than 20 people; or
- (b) the upfront price you have to pay us for the services we supply is less than \$300,000, or if your contract is for longer than 12 months, under \$1,000,000.

Business use is a use that is not personal, domestic or household use.

1.4 You will also be small business customer (and these Small Business General Terms will apply to you) if you are not a business or non-profit organisation, but are using your service for the primary purpose of business use.

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## OUR CUSTOMER TERMS SMALL BUSINESS GENERAL TERMS

- 1.5 In addition to clauses 1.3 and 1.4, you will also be a small business customer (and these Small Business General Terms will apply to you) if:
  - (a) you are using your service for the primary purpose of personal, domestic or household use; and
  - (b) your service is of a kind ordinarily acquired for business use,

regardless of whether you are a business or non-profit organisation.

#### Reference to General Terms

1.6 In relation to any particular service, if these Small Business General Terms apply to you, then references to "General Terms" in all other sections of Our Customer Terms or our other communications refer to these Small Business General Terms.

#### Inconsistencies

1.7 If anything in these Small Business General Terms is inconsistent with something in a particular section of Our Customer Terms, then the particular section applies instead of these Small Business General Terms to the extent of the inconsistency.

#### 2 BECOMING OUR CUSTOMER

#### Accepting your application

- 2.1 When you ask for a service, we decide whether to supply it to you based on:
  - (a) the particular terms for that service; and
  - (b) your eligibility for the service; and
  - (c) its availability to you; and
  - (d) you meeting our credit requirements.
- We are implementing new customer management and billing systems and will be progressively moving our customers' services over onto the new systems.
- 2.3 You may not be eligible for certain services if your eligible Telstra services are billed across our old and new systems. We will try to tell you when your service is scheduled to be or has been moved to our new billing system but may not always do so.

#### Connecting your service

- 2.4 We try to connect some services within particular timeframes. If such timeframes apply, we tell you in the OCT section applying to the relevant service (or in other material we provide to you). For other services where no timeframes apply, we try to connect your service within a reasonable time.
- 2.5 We may need to install cables at your premises to connect your service. You have to arrange and pay for any trenching or other equipment needed to house the cabling. If you arrange for us to do this work, we will try to give you an estimate of the costs involved. However, this will depend on your location and the type of work needed to be done.

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## OUR CUSTOMER TERMS SMALL BUSINESS GENERAL TERMS

- 2.6 We decide the route and technical means that we use to provide your service.
- 2.7 If we need to carry out work at a premises to provide you with your service, you can nominate a person who is at least 18 years old as your 'appointed agent' in which case, you acknowledge and agree that:
  - (a) we may disclose your personal information to your 'appointed agent'; and
  - (b) your 'appointed agent' will on your behalf:
    - (i) be present at the location and at time agreed with us to connect your service;
    - (ii) make any decisions necessary to connect your service (including the locations of wiring and wall sockets);
    - (iii) accept or reject quotes from us; and
    - (iv) accept all charges for the work undertaken by us at the premises.

#### Transferring your service

2.8 You can transfer legal responsibility for your service if you get our written consent first.

#### Assignment by us

- 2.9 We can assign, novate or transfer our rights, benefits, obligations and/or liabilities under Our Customer Terms to another person (Incoming Party) provided that:
  - (a) the Incoming Party is a related body of us, or is a company of substance;
  - (b) the Incoming Party will assume those rights, benefits, obligations and/or liabilities;
  - (c) your rights and the services provided to you under Our Customer Terms will not be prejudiced as a result of the assignment, novation or transfer;
  - (d) the assignment, novation or transfer is occurring as part of a sale of our business or business restructure; and
  - (e) we have given you 30 days' prior notice of any such novation, assignment or transfer.
- 2.10 You must accept performance by the Incoming Party in place of performance by us.
- 3 USING YOUR SERVICE

Our aim of providing continuous and fault-free services

3.1 We will use reasonable care and skill in providing our services and will provide our service in accordance with Our Customer Terms. However, given the nature of telecommunications systems (including our services' reliance on systems and services that we do not own or control), we cannot promise that our services will be continuous or fault-free.

#### Maintenance and repair

3.2 The particular sections of Our Customer Terms set out our maintenance commitments that apply to our services. Generally, we maintain all of our services for as long as they are



offered to customers. Also particular timeframes for repairing faults in your Basic Telephone Service may be set out in our Universal Service Policy, in the Customer Service Guarantee Standard or under our Priority Assistance policy at <a href="https://www.telstra.com.au/consumer-advice/customer-service">www.telstra.com.au/consumer-advice/customer-service</a>.

- 3.3 Where use of our services involves equipment that does not belong to us and that is at your premises, you have to maintain and repair that equipment. This includes carrying out any maintenance or repairs that we reasonably think is required within a reasonable timeframe of when we ask you to do so.
- 3.4 Where your equipment causes a fault in your service that we need to repair, we can charge you a call-out fee and our reasonable charges for repairing the fault. We will tell you the amount of the call-out fee and hourly rates we charge for repairing faults before we start work.

#### Use for intended purpose

3.5 Our Customer Terms may state that a service is provided for a particular purpose. You must only allow the service to be used for that purpose.

#### Your responsibility

3.6 You are responsible for and have to pay for any use of your service, whether you authorise it or not, except to the extent we have caused or contributed to any unauthorised use. You can take steps to prevent unauthorised use of your service (for example, depending on your service, by using passwords, PIN numbers, barring options and/or other security measures to control who gains access to and uses your service) and you can contact us to arrange for your service to be suspended if for example, you have a mobile service and your mobile handset has been lost or stolen. Also, if you do not disconnect your service when you leave your premises, you have to pay for any use of the service by later occupants or others. We recommend you consider taking measures to protect yourself from unauthorised use of your service. Any person who uses your service, or allows someone else to use it, after you have vacated your premises, is jointly and individually liable with you for any charges relating to that use.

#### Excessive or unusual use

3.7 In some circumstances we may monitor usage of your service for excessive or unusual usage patterns, but we do not promise to do so.

#### Breaking the law

3.8 You must not use a service to commit an offence or allow anybody else to do so.

#### Causing interference

- 3.9 You must do what we tell you to do if your use of a service interferes (or threatens to interfere) with the efficiency of our network (including because you have inadequate capacity).
- 3.10 You have to make sure that no-one interferes with the operation of a service or makes it unsafe.



#### Your responsibility for equipment

3.11 You are responsible for any equipment at your premises (including any that belongs to us). You have to pay us for any loss or damage to our equipment at your premises, except for fair wear and tear.

#### Power supply

3.12 You have to arrange and pay for any electricity supply needed for a service at your premises. The service may not work if the electricity supply stops.

#### Compliant equipment only

- 3.13 You must only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards see the Australian Communications and Media Authority site at <a href="https://www.acma.gov.au">www.acma.gov.au</a>.
- 3.14 You must make any changes we ask to your equipment to avoid any danger or interference it may cause.

#### Tell us if things change

3.15 You have to tell us about any relevant changes to your services or equipment that may affect our ability to provide your service to you.

#### 4 CHANGING OUR CUSTOMER TERMS

In this clause 4, you are a "fixed term" customer if you have acquired your service on a fixed length contract for a minimum contract term and there is an early termination charge if your service is cancelled before the end of that term. You are not a "fixed term" customer if you acquire your service on a month by month basis or for a minimum contract term but there is no early termination charge.

- 4.1 If you are a pre-paid mobile customer, the <u>Telstra mobile Pricing Plans Pre Paid Pricing Plans section of Our Customer Terms</u> apply to you. If you are a Telstra Phonecard customer, the <u>Public Payphone section of Our Customer Terms</u> apply to you. Otherwise, we can change Our Customer Terms by:
  - (a) getting your consent; or
  - (b) complying with this clause 4.

#### Terms we cannot change without your consent

- 4.2 If you entered into a fixed term contract before 11 October 2012, we can only change the monthly access charge, minimum monthly charge or early termination charge during the term of your fixed term contract by getting your consent. This clause does not apply for changes as a result of a change in the price from a supplier for an input required for your service.
- 4.3 If you entered into a fixed term contract from 15 September 2017, we can only change the monthly access charge, minimum monthly charge, device repayment amounts or early termination charge during the term of your fixed term contract by getting your consent. This clause does not apply to third-party charges relating to your service which we incur and choose to pass-through to you, or are required to pass-through to you.



#### Changes we can make without telling you

- 4.4 We can change Our Customer Terms immediately without telling you if we reasonably consider the change is likely to:
  - (a) benefit you; or
  - (b) have a neutral impact on you.

Examples of changes that will benefit you: reducing charges, adding services at no extra cost to you, increasing our obligations or giving you new rights.

Examples of changes that will have a neutral impact on you: changing the access number for a service, or changing the name of a service or how we provide a service to you (including the technology we use) in a way that does not detrimentally impact you.

#### Changes we can make by telling you at least 3 days beforehand

4.5 We can change Our Customer Terms by telling you at least 3 days beforehand if we reasonably consider the change is likely to have a minor detrimental impact on you. You can cancel your service on Fair Terms if you are a fixed term customer and you can demonstrate that the change has more than a minor detrimental impact on you.

Examples of changes with a minor detrimental impact: a small increase in charges or taxes, an increase to an ancillary service charge (eg billing charges or credit card transaction charges) where we offer a reasonable alternative service at no extra cost, or the removal of a minor feature of your service.

#### Changes we can make by telling you at least 30 days beforehand

4.6 We can change Our Customer Terms by telling you at least 30 days beforehand if we reasonably consider that it has more than a minor detrimental impact on you. You can cancel your service on Fair Terms within 42 days of us telling you of the change if you are a fixed term customer.

Examples of such changes: a significant increase in charges, or the removal of a key feature of your service or a key pricing offer associated with the service without providing a reasonably comparable alternative feature or pricing offer, or changes that significantly increase the obligations or significantly limit the rights of the majority of our customers.

#### When we reasonably consider that a change impacts you

- 4.7 In this clause 4, in determining whether we reasonably consider that a change is likely to have a minor detrimental impact or more than a minor detrimental impact on you, we will take into account whether:
  - (a) you have used, or been billed for, the affected service in the last 6 months;
  - (b) the service is an optional 'add-on' or 'value add' service that you have acquired in the past; and
  - (c) the service is a 'once-off service' and we reasonably determine that you are likely to acquire the service in future.

#### What we mean by cancelling the contract for a service on "Fair Terms"

4.8 In this clause 4, if you cancel **your service on "Fair Terms"** you will only incur the following



#### fees and charges:

- (a) usage and other charges up to the cancellation date;
- (b) installation fees; and
- (c) cost of equipment we have provided to you that you have not paid us for where the equipment can be used with another service provider.
- 4.9 If you have paid upfront costs for equipment that cannot be used with another service provider and you cancel your service on "Fair Terms", we will refund those costs according to the following formula:

## Upfront equipment cost x number of months (or part thereof) remaining in minimum contract term

#### Total number of months in minimum contract term

#### Urgent changes

- 4.10 We can make urgent changes to Our Customer Terms that are:
  - (a) required by law; or
  - (b) necessary for security reasons, to prevent fraud or for technical reasons,

by telling you at least 3 days before the changes, or if we are unable to do so, by giving as much notice as we reasonably can.

#### How we can tell you about the changes

4.11 We can tell you about changes to Our Customer Terms under this clause 4 by any method we consider reasonable in the circumstances, including: bill message, bill insert, direct mail, email, SMS/MMS, the Telstra 24x7® App or our other mobile apps, online account management tools (such as My Account or Your Telstra Tools), or telephone. We may use these methods to direct you to further information about the changes, such as on Telstra.com or at a Telstra Shop.

#### 5 CHARGES AND PAYMENT

#### Charges

- 5.1 Our Customer Terms set out the charges you must pay us for your services. Sometimes you have to pay a particular charge in advance.
- If you use your service to access a service provided by someone else, and we are charged for that other service, you must also pay us for that other service.

#### Bills

5.3 We issue bills for charges for your services regularly. We can also issue an interim bill at any time. We may issue bills to you either electronically or on paper. Electronic bills can be viewed and paid online by registering at <u>Your Telstra Tools</u> or <u>Telstra Connect</u>. If we issue a

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## OUR CUSTOMER TERMS SMALL BUSINESS GENERAL TERMS

Paper bill, we may charge you a fee monthly in arrears per bill copy sent (some exemptions apply). Refer to our <u>website</u> for more information and the current billing fees.

- 5.4 We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods as long as we comply with the billing requirements in the Communications Alliance Code Telecommunications Consumer Protections (C628).
- We are required by various industry codes to ensure that our bills are accurate and verifiable and we are committed to complying with these requirements. Our records are sufficient proof that a charge is payable unless they are shown to be incorrect.

#### Setting up the Single Bill service

- 5.6 If you have two or more eligible Telstra fixed, mobile, BigPond internet and/or subscription television services in your name, we will send you a Single Bill if you:
  - (a) request us to do so; or
  - (b) do not opt out of any campaign that offers a Single Bill to you (please note that your bill date may change).

You can contact us to find out whether relevant services are eligible to be included in a Single Bill and whether Single Bill is generally available to you. The consolidation of your services on a Single Bill does not create an entitlement to any discount on those services.

In some cases, we may not be able to consolidate your services on the Single Bill, including where:

- your services are not managed by the same billing and customer care system;
- you receive customised pricing and your services are managed by our old billing and customer care system; and
- we have agreed to an alternate billing arrangement with you (such as a customised billing solution).
- 5.7 We may also be able to provide a Single Bill which combines Telstra services in more than one name, but only if each Nominated Service Customer and the Single Bill Customer agree to these Single Bill terms (specified in clauses 5.6 to 5.17) in writing. Single Bill Customers and Nominated Service Customers acknowledge, for the purposes of Parts III and IIIA of the Privacy Act 1988 (Cth) (which regulate the extent to which we can disclose your personal credit information), that we may disclose personal and/or credit information about each one of them to the other (where applicable).
- 5.8 Where the Single Bill includes subscription television service(s), Single Bill Customers and Nominated Service Customers acknowledge that credit information about them may be disclosed between us and Telstra Pay TV to the extent necessary to administer, manage, and enforce these terms and any of the services on the Single Bill.

#### Single Bill Customers and what they can do

- 5.9 Only the Single Bill Customer will receive the Single Bill and be able to change the Single Bill address, request reprints of the Single Bill or receive bill information about the Single Bill.
- 5.10 In addition to their own service(s), the Single Bill Customer will be liable to pay all charges



incurred on the Single Bill, including any Nominated Service. However, the Single Bill Customer cannot make any changes to or cancel a Nominated Service Customer's services.

5.11 Additional services can only be added to the Single Bill if the Single Bill Customer agrees.

Entitlements of Nominated Service Customers in relation to Single Bill

- 5.12 A Nominated Service Customer's entitlements in relation to their Nominated Service on a Single Bill will remain the same except that:
  - (a) a Nominated Service Customer will no longer receive a bill from us about their services. Nominated Service Customers can, however, request and receive billing information about their own Nominated Services but not other customers' services under the Single Bill;
  - (b) a Nominated Service Customer can only add a new Telstra service to the Single Bill with the written consent of the Single Bill Customer;
  - (c) a Nominated Service Customer can only add new service features to their Nominated Service with the Single Bill Customer's consent;
  - (d) any change to a Telstra Nominated Service that requires the payment of an additional fee needs the Single Bill Customer's written consent (e.g. cancellation of a Telstra mobile contract which includes the supply of a discount priced phone); and
  - (e) a Nominated Service Customer cannot transfer their service to another person and keep that service under the Single Bill without the written consent of the Single Bill Customer.

Cancelling Single Bill and removing Nominated Services from Single Bill

- 5.13 The Single Bill Customer may cancel the Single Bill or remove Nominated Services from the Single Bill by providing us with five days' notice by calling the bill enquiries number referred to on the bill. From the date the Single Bill is cancelled, Services will then revert back to being billed separately by us. If the Single Bill is cancelled by the Single Bill Customer, the Single Bill Customer remains liable for all amounts incurred under the Single Bill up to and including the date of cancellation.
- 5.14 A Nominated Service Customer may remove their Nominated Services from the Single Bill by giving us five days' notice. Notice can be given by calling us on the bill enquiries number found on the Single Bill. If Nominated Services are removed from the Single Bill, the Single Bill Customer remains liable for all amounts incurred in relation to the Nominated Services up to and including the date of their removal from the Single Bill.

Amounts in relation to Telstra Nominated Services which are mobile services can include extra amounts for enhanced service features, excess usage charges, set up fees, special Telstra mobile contract payments and any monthly credit payments. The terms and conditions of the additional enhanced service features, which the Nominated Service Customer requests, apply to the Single Bill Customer. Terms and conditions relating to mobile services are set out in the Telstra Mobile Section of Our Customer Terms.

Who we tell if the Single Bill is not paid

5.15 We will notify the Single Bill Customer if the Single Bill Customer does not pay a Single Bill by its due date.



- 5.16 Nominated Service Customers continue to own their Nominated Services and to be responsible for all amounts payable to us for those services, which are not paid by the Single Bill Customer.
- 5.17 If the Single Bill Customer does not pay a Single Bill in full by its due date, we may suspend, restrict or cancel any or all of the services included in the Single Bill in accordance with clause 7 or, where applicable, Part A General Terms for BigPond services of the BigPond Service Section of Our Customer Terms at <a href="https://www.telstra.com.au/customer-terms/home-family#big-pond-services">www.telstra.com.au/customer-terms/home-family#big-pond-services</a> or any relevant Service Agreements.

#### Non-electronic payments

5.18 If your bill is paid in-person or via cheque, we may charge you a non-electronic payment processing fee monthly in arrears (some exemptions apply). Refer to our <u>website</u> for more information and the current non-electronic payment fees.

#### Credit card payments

5.19 If your bill is paid by credit card, we can charge you a credit card payment processing fee. Refer to your bill for the amount of the fee.

#### Late or dishonoured payments

- 5.20 If we do not receive your payment by the due date on your bill, we can charge you an administrative fee of \$15.00 if the amount outstanding on your bill is \$70.00 or more. No administrative fee is charged if the amount outstanding on your bill after the due date is less than \$70. If appropriate, please check with your financial institution or payment service provider about payment processing times which may affect when we receive your payment.
- 5.21 We can also restrict, suspend or cancel your service (or restrict, suspend or cancel any or all of your services in the case of a Single Bill), provided we comply with our rights to cancel or suspend your service set out in Our rights to cancel or suspend your service under clause 7 (or under any other agreement between us for any services included on a Single Bill).
- 5.22 If you pay a bill by cheque and the cheque is dishonoured, you must also pay us a fee of \$15.00. If you pay a bill by direct debit and there are insufficient funds in the account, you must also pay us a fee of \$10.00. These fees do not attract GST.

#### ACT Government Utilities (Network Facilities) Tax Charge

- 5.23 An annual ACT Government Utilities Tax Charge applies to you if:
  - (a) you have one or more of the affected fixed services in clause 5.25 below as at the assessment date of 31 March of each calendar year;
  - (b) those services are at an address within the ACT Government area including the Jervis Bay area of NSW; and
  - (c) you are our customer following the relevant assessment date (regardless of whether you still have one or more of the affected services at that time),
- 5.24 The amount of the ACT Government Utilities Tax Charge will change over time and will be determined by us following the relevant assessment date each year. The amount you are charged each year depends on the number of affected services you have at the relevant assessment date. We will notify you of the amounts which will apply each year in



accordance with these General Terms.

- 5.25 The affected services for the purpose of the ACT Government Utilities Tax Charge are:
  - (a) all fixed phone services (excluding Telstra Voice Part and BusinessLine Part);
  - (b) all fixed data services including ISDN and IP network services; and
  - (c) any other service which Our Customer Terms expressly indicate as being relevant to the assessment of this charge.

#### Adjustments

- 5.26 We can round charges up or down to the nearest whole cent (0.5 cent is rounded up). If you pay a bill by cash, we can round the amount payable by you to the nearest multiple of five cents.
- 5.27 We can pay you amounts we owe you by deducting them from amounts you owe us. If you become bankrupt or insolvent, we may deduct any amounts you owe us even if such amounts are not yet due and payable.
- 5.28 If we require you to pay any charges in advance (e.g. monthly access charges) and they are varied or the service is cancelled, we refund you any overpayment and you have to pay us any underpayment.
- 5.29 In order to provide international calls and premium rate services to you, we enter into arrangements with other providers and may be charged by them. If the other providers charge us more than we charge you for the service, and we think your use of services has been excessive or unusual, we will notify you and following notification, may charge you the difference in addition to our charge.

#### GST

- 5.30 If GST is imposed on any supply we make to you under Our Customer Terms and the consideration payable for the supply under any other clause of Our Customer Terms is not expressed to be inclusive of GST, you must pay us on demand by us, an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed.
- 5.31 GST-free pricing plans may be available to you if you live, or are a business located in, an Australian External Territory and apply to Telstra to connect to a GST-free pricing plan.

#### Bill Format

- 5.32 Our bills are available in the following formats:
  - (a) Paper Bill Receive a summary or detailed paper bill in the mail. Not available with Email Bill. We may charge you a fee monthly in arrears per Paper Bill copy sent (some exemptions apply). Refer to on our <a href="website">website</a> for more information and the current billing fees.
  - (b) Email Bill Receive a summary bill, standard bill or detailed bill by email in PDF format. Email bill is available to customers with a 13 digit account number and most customers with a 10 digit account number ending in 0. Email bill is not available with



a Paper Bill.

- (c) Online Billing -View your bill online via My Account at telstra.com/business/myaccount Available on its own, or with Paper Bill or Email Bill.
- 5.33 You can change the format of your bill by changing your billing preference online in My Account (telstra.com/business/myaccount), or by contacting us. It may take up to one billing cycle for changes to your bill format or billing email address to take effect.
- 5.34 If you receive a summary Paper Bill, detailed billing information will be available electronically in My Account (telstra.com/business/myaccount) for the period for which that option remains your preferred billing option. We may not be able to send you a detailed Paper Bill in relation to this period if you subsequently decide that you want one.
- 5.35 Billing notices sent by email can only be sent to one email address per billing account. If you request that we send your billing notices to another person's email address or phone number, it remains your responsibility to ensure you receive all your billing information.
- 5.36 The following terms apply to Email Bill and Online Billing, as indicated:
  - (a) We will use our best endeavours to deliver your Email Bill to the email address you nominated. If we cannot deliver your Email Bill to that email address, we may:
    - (i) send a Paper Bill to the billing address on your account and we may charge you a fee monthly in arrears per Paper Bill copy sent (some exemptions apply);
    - (ii) in our discretion change your billing preference to a Paper Bill and we may charge you a fee monthly in arrears per Paper Bill copy sent (some exemptions apply); or
    - (iii) contact you to request that you update your email address.
  - (b) We are not obliged to notify you when a new Online Bill is made available in My Account on <a href="www.telstra.com">www.telstra.com</a>. As a courtesy and unless you are on Email Bill, we will attempt to give you notice that your bill is available for viewing online (for example, by SMS or by email to your last registered billing email address). It is your responsibility to contact us if you do not receive billing notices.
  - (c) Provided that we use our best endeavours to deliver your Email Bill or other billing notices, your Telstra account(s) remain payable by you by the due date specified in the bill, whether or not you receive, read or access your Email Bill or Online Bill or any notices from us regarding your Email Bill or Online Bill.
  - (d) It is your responsibility to:
    - (i) keep your contact details, and billing notices address up to date and notify us or any changes;
    - (ii) ensure that you have sufficient space available in your email mailbox to receive our billing notices;
    - (iii) contact us if you do not receive your Email Bill or any billing notices. You may wish to first check your junk email folder to see if your billing notices have been delivered there instead of your Inbox;



- (iv) keep your email account and mobile phone secure to protect the privacy of your personal and credit information contained in billing notices; and
- (v) if you have elected Online Billing, regularly check <u>www.telstra.com</u> for your delivered Online Bills and other billing notices.
- (e) Your Email Bills and any related emails will count towards your usage allowance under your plan.
- 5.37 We may change these Email Bill and Online Billing terms in accordance with clause 4.

#### 6 YOUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

#### Choosing to cancel your service

- 6.1 You can cancel your service at any time by telling us in writing at least 30 days beforehand. However, if you cancel your service before the end of any fixed length contract, we may charge you any applicable early termination charges. The amount of the early termination charge is set out in the application form you used to apply for your service or was disclosed to you when you applied for your service.
- 6.2 If you cancel a service before we have provided it to you, we can charge you any reasonable costs we incurred as a result of preparing to provide it to you.

#### Material breach by us

- 6.3 You can cancel your service at any time if:
  - (a) we are in material breach of Our Customer Terms (for example, because we fail to use reasonable care and skill in providing the service to you); and
  - (b) you have told us in writing of our material breach and we have failed to remedy it within 14 days of you telling us; or
  - (c) the breach is something which cannot be remedied (in which case you can terminate the service immediately by telling us).

We will not charge you any early termination charge if you cancel your service because of our material breach.

### Your other rights to cancel

- 6.4 You can also cancel your service by telling us with as much warning as you reasonably can if:
  - (a) we become bankrupt or insolvent or appear likely to do so;
  - (b) the law requires you to do so; or
  - (c) provision of the service becomes illegal.

We will not charge you any early termination charge if you cancel your service in these circumstances.



#### Refunds of prepayments

6.5 If you cancel your service under this clause, we will refund to you any unused portion of your monthly access charge and any other amount you have prepaid. However, we can deduct from your refund any amounts that you owe to us, such as charges you incurred before the cancellation or any applicable early termination charge.

#### 7 OUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

Choosing to cancel your service - casual customers

You will be a casual customer if you are acquiring your service on a month by month basis or on a fixed length contract for a minimum term but there is no early termination charge if your service is cancelled before the end of that term.

- 7.1 If you are a casual customer, we can cancel your service at any time, if we:
  - (a) get your consent; or
  - (b) tell you a reasonable period (but at least 30 days) beforehand or;
  - (c) transfer you to a reasonably comparable alternative service.

Choosing to cancel your service - fixed term customers

In this clause 7.2, you will also be a fixed term customer if you are a pre-paid customer.

- 7.2 If you are a fixed term customer, we can cancel your service before the end of your fixed length contract at any time if:
  - (a) we get your consent to do so; or
  - (b) we take reasonable steps to appropriately offset the effect of the cancellation on you (for example, by providing a credit or rebate to you); or
  - (c) we transfer you to a reasonably comparable alternative service for the remainder of your fixed length contract; or
  - (d) we offer to transfer you to an alternative service for the remainder of your fixed length contract and take reasonable steps to offset any material detrimental effects of the transfer caused by any material differences between the cancelled service and the alternative service we offer.

If we cancel your service in this way, we will not charge you any early termination charge.

7.3 If you're a fixed term customer at the date on which we're required to disconnect your service as part of the migration to the NBN, we will terminate your service and your access to existing networks. No early termination charge will be charged in these circumstances.

Material breach by you

- 7.4 We can cancel your service at any time if:
  - (a) you are in material breach of Our Customer Terms; and



- (b) we have told you in writing of your breach and you have failed to remedy it within 14 days of us telling you (or such longer period as we tell you or as set out in another section of Our Customer Terms); or
- (c) the breach is something which cannot be remedied (in which case we can cancel the service immediately by telling you).
- 7.5 You will be in material breach of Our Customer Terms if you:
  - (a) breach your obligation to pay our charges for your service;
  - (b) use your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or is illegal or likely to be found illegal; or
    - Using your service this way is also a breach that cannot be remedied.
  - (c) breach your obligations under the Telstra FairPlay Policy.
    - The Telstra Fair Play Policy is set out under Part A General of the Telstra Mobile Section of Our Customer Terms at www.telstra.com.au/customer-terms/business-government#telstra-mobile.
- 7.6 We can charge you the applicable early termination charge if you are a fixed term customer and we cancel your service before the end of the fixed term because of your material breach.

Suspension during period before we cancel your service

7.7 We can suspend or restrict the provision of your service during the period before we cancel your service because you are in material breach of Our Customer Terms. If you ask us to reconnect your service following your suspension for failing to pay an account, you may have to pay us a reconnection fee. The amount of the reconnection fee is set out in the General section of each relevant service (e.g. Part A - General - Telstra Mobile at <a href="https://www.telstra.com.au/customer-terms/business-government#telstra-mobile">www.telstra.com.au/customer-terms/business-government#telstra-mobile</a>). In the case of Single Bill customers, the reconnection fee is set out in Part A - General - Basic Telephone Service section at <a href="https://www.telstra.com.au/customer-terms/business-government#business-fixed-line">www.telstra.com.au/customer-terms/business-government#business-fixed-line</a>.

Our other rights to cancel, suspend or restrict your service

- 7.8 We can cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:
  - (a) the law requires us to do so;
  - (b) providing the service becomes illegal or we believe on reasonable grounds that it may become illegal;
  - (c) you die;
  - (d) there is an emergency that affects our ability to provide the service;
  - (e) we are not able to provide the service to you due to an event outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God); or



(f) we reasonably believe that providing the service may cause death, personal injury or damage to property.

We will not charge you any applicable early termination charge if we cancel your service for one of these reasons.

- 7.9 We can also cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:
  - (a) we cannot enter your premises to do something in connection with the service that we need to do in order to supply the service or make the service or related equipment safe:
  - (b) you become bankrupt or insolvent or appear likely to do so;
  - (c) an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so;
  - (d) you vacate the premises to which the service is connected;
  - (e) there is excessive or unusual use of the service; or
  - (f) we reasonably consider that you pose an unacceptably high credit risk to us.

We consider that you pose an unacceptably high credit risk to us when there is some doubt as to your ability to pay by the due date based on factors such as:

- previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);
- any previous advice from you about a potential inability or unwillingness to pay;
- your usage is inconsistently high when compared with previous usage patterns;
- your response where we have told you of this unusually high usage; or
- pending bankruptcy or insolvency.
- 7.10 We can charge you any applicable early termination charge if you are a fixed term customer and we cancel your service before the end of the fixed period under the previous clause.

#### Maintenance and repair work

7.11 We can also suspend or restrict your service temporarily if we reasonably believe it is desirable or necessary to do so to maintain or restore any part of our network or a network used to supply your service. Where possible maintenance and repair work will be attempted to be performed at times that will cause the least inconvenience to our customers. However, where your service is provided on the NBN, we are relying on NBN Co to determine the times for this work and to provide us with information about the NBN. In these circumstances we will try and give you as much warning as we reasonably can. If we have no alternative but to cancel your service due to necessary maintenance or restoration of any part of our network or a network used to provide your service, we will not charge you any early termination charge.



#### Refund of prepayments

7.12 If we cancel your service under this clause, we will refund to you any unused portion of your monthly access charge or minimum monthly spend and any other amount you have prepaid. However, we can deduct from your refund any amounts that you owe to us (unless these terms say otherwise). For example, we can deduct charges you have incurred before cancellation or any applicable early termination charge.

#### If you use your Service for business purposes

- 7.13 If we are providing your service to you mainly for your personal use and we reasonably believe that you are using the service mainly for business purposes, we can tell you of this and ask you to move to a suitable business service. If you do not agree to move to a business service, we can cancel your service by telling you 30 days beforehand and charge you any applicable early termination charge.
- 7.14 If you are or become or operate as a "carrier" or "carriage service provider" under the Telecommunications Act 1997, you have to tell us. We can refuse to provide a retail service to you if you tell us or we reasonably believe that you are operating and using retail services as a carrier or carriage service provider. We can also cancel or suspend your retail services by telling you in writing 30 days before we do so. You can enter into a written agreement with us for the supply of wholesale services, if you choose to do so. If we do not exercise a right under this clause fully or at a given time, we can still exercise it later.
- 7.15 We occasionally need your consent to do certain things. We can rely on the authority of any of your employees who tell us they have authority to give your consent, as long as we act reasonably.
- 7.16 If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to Our Customer Terms if you get our written consent first. We will only withhold our consent (or withdraw our consent if previously given) on reasonable grounds (for example, grounds relating to a breach of the third party's obligations).

#### 8 OUR LIABILITY TO YOU

#### Interruption or delay

8.1 If we fail to meet any of our service level obligations as a result of any interruption or delay to your service, we accept liability to you, but limit our liability to the applicable service level rebates or credits. Where you are not entitled to a service level rebate or credit, we limit our liability to an amount equal to the service charges billed for the affected services for the period of the interruption or delay.

#### Our breach of contract or negligence

- 8.2 Subject to clause 8.5, we accept liability arising from our breach of contract or negligence:
  - (a) for any personal injury or death to you, your employees, agents and contractors in relation to the supply of the Services;
  - (b) for any damage to your real or tangible property resulting from the supply of the Services, but we limit our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it; and



(c) unless clause 8.1 applies, for any other cost or expense you reasonably incur that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data), but we limit our liability for all such claims in aggregate to the total amount payable to us under Our Customer Terms for 12 months of acquiring the relevant services.

#### When we are not liable

- 8.3 Other than for the liability we accept under clauses 8.1 and 8.2, we exclude all other liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded as it is under this clause 8, our liability is limited to resupplying or paying the cost of resupplying services and repairing, replacing or paying the cost of repairing goods.
- 8.4 Notwithstanding anything else in this clause 8, our liability will be reduced to the extent the loss or damage is caused by you, your employees, agents or contractors.

#### Beyond our control

8.5 We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

#### After cancellation or suspension

8.6 These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

#### 9 YOUR LIABILITY TO US

#### Joint customers

9.1 If you and one or more others are the customer for a service, each of you is jointly and individually responsible for all charges and other obligations relating to that service.

#### Liability and excluded types of loss

9.2 You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

#### After cancellation or suspension

9.3 These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

#### 10 TELEPHONE NUMBERS AND PINS

10.1 The Telecommunications Numbering Plan contains obligations that we must comply with in relation to the use of numbers (such as rules for issuing, transferring, recovering and changing telephone numbers). When we issue you with a number, certain rights of use arise. You can obtain more about our obligations and other information in the <a href="Telecommunications">Telecommunications</a> Number Plan 2015.



#### 11 ACCESSING YOUR PREMISES

When we can access your premises

- 11.1 We may need access to your premises. You agree to provide us safe access to your premises to:
  - (a) install equipment for a service to be provided; and
  - (b) inspect, test, maintain, repair or replace equipment; and
  - (c) recover our equipment after your service is cancelled or after we transfer you to another service in accordance with our rights under clause 7.
- 11.2 You owe us the value of our equipment as a debt due if we cannot access your premises to recover it.
- 11.3 Where your service is provided on the NBN, you agree to also provide NBN Co with safe access to your premises:
  - (a) for the purposes set out in clause 11.1;
  - (b) for NBN Co to perform any other work reasonably required; and
  - (c) for NBN Co to recover any NBN Co equipment after your service provided on the NBN is cancelled.

#### **Owner's permission**

11.4 If you do not own your premises, you have to get the owner's permission for us to access the premises and install any equipment. You promise to us that you have got that permission.

#### 12 SECURITY

- 12.1 At any time, we can require you to provide some form of security (e.g. a security deposit, a charge or bank guarantee) or pay some or all of the charges for your service in advance. We will only do so if we have reasonable concerns about your credit worthiness or have reasonable grounds for believing that we may not be paid for this service. In the case of new services, we can refuse to provide you the services until we receive the security. In the case of existing services, if you do not provide the security within 14 days of our request, we can restrict, suspend or cancel the service this is in addition to any other rights that we may have.
- 12.2 If you cancel all your services, we will return the security deposit or advance payment to you less any outstanding charges within a reasonable time.
- 12.3 Our acceptance of any form of security or advance payment does not affect any other terms of Our Customer Terms.
- 13 PRIVACY
- 13.1 We collect, use and disclose personal information as set in our Privacy Statement at www.telstra.com/privacy.



#### 14 OTHER MATTERS

14.1 If any term (or part of a term) in Our Customer Terms is void or unenforceable, that term (or part) is taken to be removed from Our Customer Terms and not to form part of them. The remaining terms continue to have full effect.

#### 15 SPECIAL MEANINGS

#### 15.1 In Our Customer Terms:

business customer means any customer who we believe carries on a business, and includes:

- (a) an individual whose White Pages entry incorporates a business reference; or
- (b) a company registered under the Corporations Act having an ACN or an ARBN/ABN or any other body corporate; or
- (c) an association or club (whether incorporated under Associations Incorporation Legislation or not) that is not a non-profit organisation or charitable organisation.

charge means a charge specified in Our Customer Terms.

charitable organisation or charity means an organisation that is endorsed by the Commissioner of Taxation as a deductible gift recipient under Subdivision 30-BA by reason of being a public benevolent institution under item 4.1.1 of the table in section 30-45 of the Income Tax Assessment Act 1997.

credit card means any credit or charge card accepted by us as a form of payment from time to time.

customer means a person who contracts with us for a service (including for supply of that service to another person) or who otherwise acquires a service from us, or who seeks to do either of these.

equipment means a "Facility" under the Telecommunications Act 1997 and includes any line, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a service.

excessive or unusual use of a service in these Small Business General Terms means where there is a high volume of usage outside of normal usage patterns or other usage which suggests irregular network access (for example, where a call remains connected for an unusually long period of time, where an unusual pattern of short calls is made in a short period of time, or where an unusually large volume of calls are made, particularly to premium-rate or international services).

government customer includes all federal, state, territory and local government departments, authorities, agencies and businesses.

GST means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

insolvent includes having a receiver, manager, administrator, deed administrator, scheme administrator, provisional liquidator or liquidator appointed to you or your parent company,



or you or your parent company making or publically announcing an application for a scheme of arrangement to avoid an insolvent liquidation.

NBN means the fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any related body corporate of NBN Co) and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

NBN Co means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

network means our "telecommunications network" as defined under the Telecommunications Act 1997.

Nominated Service means a service of a Nominated Service Customer billed under a Single Bill.

Nominated Service Customer means a customer other than the Single Bill Customer who has agreed to have their service included in a Single Bill.

non-profit organisation means an organisation that does not operate for profit and includes:

- (d) government and non-government schools, pre-schools, kindergartens and child-care centres; and
- (e) sporting, social, cultural and community clubs and groups that are operated substantially by their members, players or their parents,

but does not otherwise include Government departments, business or agencies.

a reference to a person includes the person's executors, successors and assigns.

PIN means a personal identification number.

premises means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing equipment or a service, or to which a service is supplied.

service includes any goods or equipment provided in connection with a service.

Service Agreements means:

- (a) Telstra Pay TV Subscription Agreement; or
- (b) any other agreement for a service with us or one of our subsidiaries that may be included on a Single Bill.

Single Bill means the consolidated billing service provided by us.

Single Bill Customer means the customer who has agreed to being issued with a Single Bill.

tax invoice has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).



Telstra Pay TV means Telstra Pay TV Pty Limited.

Telstra Pay TV Subscription Agreement means the terms and conditions pursuant to which Telstra Pay TV supplies subscription television services.

#### we means:

- (c) until 1 January 2023, Telstra Corporation Limited ABN 33 051 775 556;
- (d) on and from 1 January 2023, Telstra Limited ABN 64 086 174 781,

and includes their respective successors and assigns.

you means the customer.



# Telecommunications in new developments policy

Issued by the Minister for Communications, Cyber Safety and the Arts

**Effective 1 September 2020** 

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# 1. Overview

This document sets out the Australian Government's policy on the provision of telecommunications in new developments. It replaces the Telecommunications Infrastructure in New Developments (TIND) policy that took effect on 1 March 2015. This policy takes effect on 1 September 2020 and applies to the provision of telecommunications infrastructure in all developments, including historic and future developments.

The TIND policy has two key objectives: to provide people moving into new developments with ready access to modern telecommunications, both voice and broadband; and to support a competitive and sustainable market for the provision of such infrastructure, thereby fostering efficiency, innovation and choice.

The TIND policy reflects Australia's open and competitive telecommunications market in which telecommunications carriers compete to provide infrastructure and services, including in different developments. The policy seeks to promote sustainable outcomes by minimising government intervention and fostering commercial operation in a competitive context. Concerns about potential anti-competitive conduct in the market are left to the usual tools to deal with such conduct.

The policy has been revised in light of changes since the 2015 policy took effect, notably the completion of the scale rollout of the National Broadband Network (NBN), the evolution of alternative providers' operations, Telstra's reduced role in new developments and the commencement of the new statutory infrastructure provider (SIP) legislation.

The policy supplements statutory requirements under Part 20A of the *Telecommunications Act 1997* for the installation of fibre-ready facilities, typically passive infrastructure like pit and pipe, in new developments. In many instances these rules are backed up by complementary requirements under state and territory planning laws.

The Government has decided to continue to address the provision of telecommunications in new developments through this policy rather than additional regulation because the market overall is working well. Most participants in the market have been operating in line with the policy and most outcomes are positive. The number of negative outcomes is limited. In this context a lighter touch approach is warranted. The Government will, however, look at more direct approaches should this change and greater guidance be required.

# 2. Key concepts

# 2.1 What is a development?

Development has a broad meaning under this policy, largely deriving from the statutory definition in Part 20A. The Part 20A obligations apply to real estate development projects which involve making lots available for sale or lease, where building units are expected to be constructed at a later date, as well as the construction of new premises.

A development includes the subdivision and development of land for further sale or lease, for example, as is common in large greenfield broadacre developments in outer urban areas, such as new suburbs or estates, or comparable infill developments in more established brownfield areas. A brownfields area is a location with existing housing and buildings. A development also includes the construction of new premises in greenfield or brownfield areas or the refurbishment of premises.

New developments may vary in size and scope. A new development could be a single lot with a free-standing residential premises built on it (known as a 'single-dwelling unit' or SDU), a single lot with more than one SDU on it, or a unit in a new apartment block (known as a 'multi-dwelling unit' or MDU).

In brownfield areas, a SDU or MDU may be built on a vacant block, existing premises may be knocked down and new SDUs or MDUs built at the same location (known as a 'knock-down rebuild'), or an existing building redeveloped or refurbished (e.g. where a warehouse is converted into apartments).<sup>1</sup>

Developments are covered by the policy regardless of their use. The policy therefore covers residential, business, commercial, industrial, agricultural, mixed or any other types of development.

Developments by owner-builders such as the construction of a new premises on a vacant block, construction of a new premises on a sub-divided block or a knock-down rebuild project, whether it involves one or more premises, are treated as developments under the policy.

While the definition of development under the policy is broad and most rules under the policy apply to all developments, there are some areas where some developments many be treated differently to others. These are identified where this is the case.

# 2.2 Who is a developer?

Just as there are many types of developments, there are many types of developers. Developers may be large corporations, partnerships, families or individuals. The policy applies to all developers, regardless of their nature and whether they are incorporated or unincorporated. Owner-builders are also considered to be developers.

Regardless of their size or nature, all developers have responsibilities to ensure telecommunications are appropriately provided in their new development, just as they do for other utilities like power, water, and sewerage.

Again, while the definition of developer under the policy is broad and most rules under the policy apply to all developers, there are some areas where some developers may be treated differently to others. These are identified where this is the case.

## 2.3 Broadband and voice services on fixed networks

The TIND policy is focussed on the provision of broadband and voice services using fixed infrastructure.<sup>2</sup> This is because the provision of fixed infrastructure is best done as part of the development process, involves more investment and co-ordination and has been historically more challenging. While an increasing amount of telecommunications traffic is now carried by mobile networks, fixed networks still carry the vast majority of internet traffic, for example, streaming videos and large file downloads. Access to voice services over fixed lines is also considered beneficial as a back-up for mobile services and for those consumers not comfortable with mobile technology. The TIND policy does not directly address the provision of mobile services in new developments as these services are typically provided by competing carriers on a commercial basis with minimal government involvement. The Government does, however, encourage developers wanting mobile coverage in their developments to engage early with mobile carriers on this matter.

<sup>&</sup>lt;sup>1</sup> Such 'building redevelopment projects' are also defined in statute (see section 360Y of the *Telecommunications Act 1997*).

<sup>&</sup>lt;sup>2</sup> Inclusive of fixed-line, fixed wireless and satellite technology as all deliver fixed services to end-user premises.

# 2.4 Fibre-ready and other telecommunications facilities

The TIND policy seeks to provide people moving into new developments with ready access to modern telecommunications facilities by having developers organise and fund the cost of two main sets of telecommunications infrastructure.

The first set is known as 'fibre-ready facilities'. These are typically passive infrastructure like underground pits and conduits through which telecommunications lines can be fed. In some instances, the facilities may be aboveground (e.g. poles where ducts are not practical).

The second set of infrastructure is the active infrastructure such as cabling (or radio pathways) and associated electronics that connect individual premises to the wider telecommunications network and provide the active services that consumers use.

# 2.5 Carriers and carriage service providers

While passive infrastructure is typically installed by a civil contractor working for a developer, active network infrastructure is generally provided by telecommunications carriers. These are firms licensed under the *Telecommunications Act 1997* to provide such infrastructure for public use. Rather than provide this infrastructure themselves, developers typically contract a carrier to provide it for them. NBN Co Limited (NBN Co), Lynham Networks, OptiComm, Telstra and Uniti are some examples of carriers active in the new developments market.

Developers are free to choose the carrier that services their developments. Most carriers make commercial decisions as to whether to provide infrastructure and services in new developments. However, to ensure services are available, NBN Co is obliged to service new developments with broadband infrastructure upon reasonable request. That is, it is the default infrastructure provider. Fixed-line and fixed wireless infrastructure can typically support voice services as well as broadband.

Telecommunications infrastructure is commonly used to provide wholesale services which are then used by competing retail service providers to provide services to their customers. Again, most retail service providers make a commercial decision as to where they will provide services. However, Telstra is obliged to provide a voice service upon reasonable request nationally as part of its universal service obligation (USO).

Telstra will generally provide a voice service where required using NBN Co's infrastructure and wholesale services. Where Telstra is unable to, or does not, use NBN Co's infrastructure, it may need to provide its own infrastructure to supply voice services.

# 2.6 Statutory infrastructure providers (SIPs)

To ensure all places in Australia have ready access to modern telecommunications the Australian Parliament has enacted new statutory infrastructure provider (SIP) legislation. The legislation commenced on 1 July 2020. This legislation created obligations for NBN Co (as the default SIP for Australia) and for other carriers who roll out networks in new developments.<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> Information on the SIP legislation can be found at www.communications.gov.au/what-we-do/internet/telecommunication-reform-package#statutory-infrastructure-providers.

When a developer contracts a carrier to service its development, the carrier will become the SIP for that development. SIPs are required to connect premises in their service areas to their networks on reasonable request from a retail provider, and supply wholesale services that allow end-users to receive high-speed broadband and (on fixed-line and fixed wireless networks) voice services.<sup>4</sup>

The Minister can make standards, rules and benchmarks that apply to SIPs and SIPs must provide mapping information on their new developments to the Australian Communications and Media Authority (ACMA).

# 3. The policy

# 3.1 Consumer outcomes

People moving into new developments should have ready access to modern telecommunications, specifically broadband and voice services, which are of a high quality. Before they take possession of new premises, they should be able to know that telecommunications services are or will be available to them, who is providing them, the timeframes for delivery, and what costs apply.

Consumers that have particular preferences about the network, and/or the retail service provider they use, are encouraged to check which carrier and/or retail service providers are servicing a development before committing to it. The ACMA maintains a register of SIPs. 5 Consumers can also check with the developer which carrier has been contracted to service the development.

# 3.2 Developer responsibilities

Developers are responsible for organising, and meeting the costs of pit and pipe infrastructure and telecommunications network infrastructure in their developments, so that services are available when people move into premises. This is consistent with their responsibility to organise other infrastructure required to make a premises liveable and consistent with the user pays principle.

More specifically, incorporated developers can face penalties under Part 20A of the *Telecommunications Act 1997* if they seek to sell or lease lots or units in new developments without fibre-ready facilities (e.g. pit and pipe). The Commonwealth will also consider similar laws going forward for unincorporated developers.

Developers are able to undertake or sub-contract aspects of this work themselves, for example, trenching and the installation of pit and pipe. However, only licensed carriers can operate telecommunications networks for public use. As such, developers are encouraged to work with carriers to find the optimal solution for their developments. Given Australia's open and competitive market, developers are free to approach the network provider of their choice. Carriers including NBN Co can provide turnkey packages, including pit and pipe and network infrastructure, if they wish.

Most developers engage a carrier, provide pit and pipe where required, and have a carrier install the network. Developers who do not do this may create additional costs and inconvenience for new occupants, potentially attracting adverse publicity, and face difficulties in selling or leasing premises.

The Communications Alliance has published generic specifications for pit and pipe<sup>6</sup>, and carriers may have pit and pipe specifications of their own they prefer developers to use.

<sup>&</sup>lt;sup>4</sup> Some networks that are primarily intended to supply voice services are exempt from the SIP regime. In these circumstances carriers may supply voice services under a contract with a developer, but will not be the SIPs. (NBN Co, as the default SIP, will be the SIP). The exemption instrument can be found at <a href="https://www.legislation.gov.au/Details/F2020L00856">www.legislation.gov.au/Details/F2020L00856</a>.

<sup>&</sup>lt;sup>5</sup> See: <u>www.acma.gov.au/statutory-infrastructure-provider-sip-register</u>.

<sup>&</sup>lt;sup>6</sup> Guideline G645: Fibre ready pit and pipe specification for real estate development projects, available at www.commsalliance.com.au/Documents/all/quidelines/q645.

Developers should approach a carrier early so that there is enough time to install network infrastructure before people move into premises. The minimum notice period for a developer to apply to NBN Co to install infrastructure is six months (180 calendar days) prior to the development's estimated first occupancy date. Carriers can also specify a minimum period for which pit and pipe should be available prior to the date when infrastructure needs to be ready for service. NBN Co asks for a minimum of four months (120 calendar days) between the completion of pit and pipe to its satisfaction and the ready for service date. Other carriers may have other requirements, and this may be an area where carriers compete. Failure by developers to follow a carrier's timeframes can lead to delays and inconvenience for occupants of their developments.

# 3.3 Exemptions from pit and pipe requirements

In rural and remote areas incorporated developers may claim an exemption from the pit and pipe infrastructure requirements under Part 20A of the *Telecommunications Act*<sup>7</sup>. This exemption is specifically targeted at developments where telecommunications would generally be offered by direct buried cable, wireless or satellite service, and do not need pit and pipe infrastructure. Details on claiming an exemption are available from the website of the Department of Infrastructure, Transport, Regional Development and Communications.<sup>8</sup>

It is important to note that an exemption of this type would only exempt a development from the requirement to install pit and pipe infrastructure under Part 20A, and not any other obligation to provide telecommunications infrastructure, for example under state or territory planning laws. That said, the Commonwealth's preference is for state, territory and local government requirements to be consistent with, and to complement, the Commonwealth's TIND laws and policies.

Other exemptions may also be available, for example, where there is existing pit and pipe infrastructure that can be used, infrastructure is scheduled to be installed, or where above ground infrastructure is used in connection with optical fibre networks.<sup>9</sup>

# 3.4 SIPs and infrastructure providers

As noted above, developers are free to approach the carrier of their choice. The carrier a developer contracts to roll out networks in a new development will generally become the SIP for that development, and that SIP will need to connect premises and supply wholesale services so retail providers can supply broadband and voice to consumers at those premises.

As also noted above, Telstra (as the USO provider) may also need to provide infrastructure of its own to provide voice services, and may contract with developers to do this. This infrastructure may be additional to infrastructure provided by SIPs for broadband.

Unlike past versions of the TIND policy, there is no threshold for the size of developments NBN Co must service as SIP.

# 3.5 Access technology

So they can meet their ongoing SIP requirements, carriers should install fixed-line networks in new developments unless this is not reasonable, in which case they should use either fixed wireless or satellite technologies.

<sup>&</sup>lt;sup>7</sup> The formal exemption instrument is at <a href="https://www.legislation.gov.au/Details/F2016L01871">www.legislation.gov.au/Details/F2016L01871</a>.

<sup>&</sup>lt;sup>8</sup> See <u>www.communications.gov.au/policy/policy-listing/telecommunications-new-developments</u>.

<sup>&</sup>lt;sup>9</sup> The formal exemption instrument is at <a href="www.legislation.gov.au/Details/F2011L02808">www.legislation.gov.au/Details/F2011L02808</a>.

Consistent with their ongoing SIP requirements, the technology platform must enable the carrier to supply wholesale services to retail providers that will then allow those retail providers to supply broadband services to end-users with peak download speeds of at least 25 Mbps and peak upload speeds of at least 5 Mbps.

On fixed-line and fixed wireless networks, including NBN Co's, the wholesale services must also allow retail providers to supply end-users with voice services. Measures that prevent them being used in this way will be scrutinised and subject to appropriate action.

Carriers remain free to install networks that offer both higher and lower speeds as well as these specified speeds.

NBN Co is also subject to an additional statutory target that its fixed-line networks be capable of being used by retail providers to supply broadband fixed-line carriage services with peak speeds of at least 50/10 Mbps to 90 per cent of premises serviced by the networks.

# 3.6 Adjacency to NBN Co's long term fixed-line footprint

Where NBN Co is servicing a new development that is outside but adjacent to its long-term fixed-line footprint, it should consider using fixed-line technology, noting that this is the default technology platform under the SIP regime. A new development is considered to be adjacent to NBN Co's fixed-line footprint if the development's nearest boundary is 1,000 metres or less from the nearest point of NBN Co's fixed-line footprint boundary.

In all such cases, NBN Co will need to consider whether it is cost effective for it to install fixed-line infrastructure. It must keep records where it decides not to use fixed-line infrastructure, including its reasons for not using such infrastructure, and must make those records available to the Minister or Department of Infrastructure, Transport, Regional Development and Communications on request. The Minister and Department can also request in writing regular reports on NBN Co's treatment of adjacent developments, with the Department to specify the details of such reports as required.

# 3.7 Charging

Like other businesses, carriers are entitled to charge developers for the infrastructure and services they provide. Generally the charging arrangements they enter into with developers, including the structure and level, will be a commercial and contractual matter for the parties concerned.

Like other carriers, NBN Co is entitled to charge and is expected to do so, even when acting as the default SIP. The charges NBN Co may charge are set out in Annex A. These charges include a developer contribution per lot or unit to the cost of the network, a developer contribution per lot or unit to backhaul costs, and a retail customer contribution per lot or unit to the cost of the network.

As the default, the retail customer contribution is to be paid to NBN Co by the retail service provider servicing the premises, who may pass it on to their customer. However, NBN Co may also put in place arrangements so the contribution can also be recovered from another person or entity (for example, a state or territory housing authority, landlord or developer) if they wish to pay the contribution. This is to provide flexibility on the recovery of the amount, noting a tenant may not be a long-term occupant of a premises but a broadband connection provides ongoing amenity. If NBN Co does not recover the contribution from another person or entity, then the amount is payable by the retail service provider.

NBN Co may charge below the amounts in Annex A if warranted by competitive and commercial forces, but it is not able to charge above them; that is, the charges operate as caps. These caps are to protect developers and occupants from costs that might otherwise discourage them from accessing telecommunications.

NBN Co may, however, charge other amounts to provide additional services (such as expedited installation). In this case, NBN Co may charge above the cap.

As set out in section 3.10 below, NBN Co must have a charging policy and schedule and lodge it with the Minister for Communications, Cyber Safety and the Arts, in advance of applying it and must update the document as required. The document must cover charging below the amounts specified in Annex A and any other amounts to provide additional services.

The charges in Annex A apply to typical development projects providing residential, business and other premises. Consistent with established practice, the provision of telecommunications to one-off major projects like major office complexes, industrial sites, commercial premises, hospitals, airports, hotels or similar, would be subject to commercial negotiations. Generally, the commercial component of a mixed development is considered commercial and subject to commercial flexibility while the residential component is considered residential and subject to the charging principles set out above.

The structure and level of charges set by providers other than NBN Co is a commercial matter for them in a competitive marketplace.

Where a carrier other than NBN Co seeks an end-user contribution (possibly referred to as a connection charge) from a retail carriage service provider or a retail customer or another party, it should publish the charge on its website. Carriers should not charge end-users more than the relevant published rate. The maximum end-user contribution charge is set by this policy at \$300 for a telephone and Internet service. The Government will monitor carrier compliance with these aspects of the policy and will consider further regulation if warranted.

NBN Co must publish information on the treatment of infill developments, where premises have ready access to NBN Co's existing infrastructure. Such developments would include the construction of new premises on vacant land or subdivisions and knock-down rebuilds where owner-builders or others construct one or more premises in established areas. NBN Co's published information must set out the circumstances in which it will require the payment of new development charges in Annex A as opposed to its usual connection charges for pre-existing properties. Other carriers should publish similar information. The objective of this principle is to ensure it is clear to developers, including owner-builders, when a standard connection charge is payable as opposed to additional new development charges.

# 3.8 Competitive infrastructure provisioning ('overbuilding')

Consistent with the evolution of the telecommunications in new development market and the move to a more normal and sustainable market for the future, there will be no special rules relating to the competitive provision of telecommunications infrastructure in new developments or overbuilding of one network by another.

In an open and competitive market like Australia's, where developers are free to choose which carrier they wish to use and carriers are generally free to make commercial decisions, such rules have no merit going forward. To the extent market circumstances dictate an area is most efficiently serviced by one fixed-line network, this should be the outcome of normal commercial forces and does not need to be mandated by Government policy. Conversely, where an area may be profitably served by multiple competing networks, this should not be ruled out (and indeed cannot be ruled out under Australian law).

Section 3.10 below looks further at residual concerns that NBN Co may take advantage of its Government ownership or position in the market to compete unfairly or to undermine the value of past investments.

# 3.9 Access to NBN Co's backhaul and business to business interface

Mechanisms exist in the telecommunications sector to provide access to services (such as backhaul). Consistent with normalising operation of the new developments market, the policy gives preference to these mechanisms.

Carriers can seek access to these services on a commercial basis. There is no need for the policy to instruct NBN Co to offer commercial products as it should have incentives to do so as a matter of course. If NBN Co needs to develop new products, it has a Product Development Forum, through which new products can be sought. If a service cannot be obtained through these means, the ACCC can be asked to look at the issue.

Part 6 of the *Telecommunications Act 1997* also provides mechanisms by which industry can make codes or the ACMA can make standards in relation to industry-wide processes and practices, which could include business-to-business interfaces. It is always open to retail service providers to operate on multiple networks as many do, though ultimately this is their commercial decision.

# 3.10 Competitive safeguards and competitive neutrality

The Government strongly supports competition in all telecommunications markets and between all providers, including NBN Co and alternative carriers servicing new developments. In the case of telecommunications in new developments, this includes competition for the market, as often the first fixed-line provider in a development may be the only such provider due to the economics of fixed-line supply, as well as competition within the market, where it can support multiple providers. However, competition should be fair and subject to the usual competitive safeguards.

To the extent there may be residual concerns that NBN Co may take advantage of its Government ownership or position in the market to compete unfairly or to undermine the value of past investments, NBN Co is required to operate commercially and this places an inherent discipline on any charging or overbuilding decisions, particularly in lower density, residential markets. However, it is possible that NBN Co could consider it is in its long-term interest to seek to exclude competition. The possibility of such anti-competitive conduct is a significant concern, however there are powerful and long-standing tools to deal with it and these should be preferred.

NBN Co, as a matter of course, is subject to normal competition law requirements. This includes both Part IV and Part XIB of the *Competition and Consumer Act 2010*, both of which include prohibitions on conduct that has the effect, or likely effect, of substantially lessening competition. Under Part XIB, the ACCC has the ability to issue competition notices to address emerging conduct issues. As a Commonwealth Government Business Enterprise, NBN Co is also subject to the Commonwealth Competitive Neutrality Policy<sup>10</sup>. In the event of a breach of the Competitive Neutrality Policy, a complaint can be made to the Australian Government Competitive Neutrality Complaints Office (AGCNCO)<sup>11</sup>. The Government considers these established legislated and policy mechanisms, administered by dedicated regulators, are better and more appropriate protections against anti-competitive conduct than proscriptions in this policy.

In the event of concerns nevertheless arising in this area, it is important that information is readily available. NBN Co must therefore have a charging strategy and schedule and lodge it with the Minister for Communications, Cyber Safety and the Arts in advance of applying it and it must keep it up-to-date. It must also retain records of its charging decisions, including the charges it has applied and its reasons for charging below the caps. NBN Co must also retain records of any decisions to build

 $<sup>^{10}~</sup>See~\underline{treasury.gov.au/publication/commonwealth-competitive-neutrality-policy-statement}.$ 

<sup>&</sup>lt;sup>11</sup> See <u>www.pc.gov.au/about/core-functions/competitive-neutrality</u>.

competing infrastructure in new developments being serviced by other carriers and the commercial case for such activities. NBN Co must also keep records of its compliance with competitive neutrality policy in relation to new developments.

NBN Co will report to the Department of Infrastructure, Transport, Regional Development and Communications on these matters monthly, unless otherwise agreed in advance in writing by the Department, with the Department to specify the details of such reports as required. This will provide the Government with ongoing visibility of such matters. By retaining such information, NBN Co will also be better able to assist the ACCC or AGCNCO if required.

Given the concerns raised, NBN Co's conduct in the market will be closely monitored by the Government as policy maker and it reserves the right to adjust this policy or take other remedial steps if needed. The Government also expects the ACCC and AGCNCO will be equally vigilant.

## 3.11 Network and service standards

Telecommunications infrastructure and services in new developments need to meet the reasonable expectations of consumers. Market forces play an important role in this regard as developers who provide high quality telecommunications networks in their developments will be more attractive to buyers or tenants while those offering sub-standard telecommunications are likely to face difficulties in selling or leasing properties. This means consumers need to be well informed. Proposed new consumer safeguards flowing from the Consumer Safeguards Review will be beneficial in this regard, however consumers also need to take responsibility for finding information and using it to make informed choices.

The new SIP legislation will also be beneficial as it will, in effect, set baseline requirements for access technologies and download and upload speeds that will need to be provided in new developments.

The Government has also indicated it will set standards and associated benchmarks applying to SIPs<sup>12</sup>, including providers in new developments. It is envisaged these will provide maximum timeframes for connection and repair of wholesale services, and set out associated appointment keeping arrangements. Further network performance and reliability standards may also be considered over time if warranted by market outcomes.

# 3.12 Awareness-raising and compliance

As noted above, the vast majority of developers have followed past policies on telecommunications in new developments and had high quality telecommunications installed in their projects for the benefit of property buyers and other occupants. The proportion of developers that have not done the right thing is relatively small. To maintain and improve on these outcomes, ongoing awareness-raising of this policy and relevant regulation is essential.

The Government will continue to work with relevant parties, including firms and associations in the development and telecommunications sectors, consumer groups and state, territory and local governments, to maintain and raise awareness among all developers of the need to install appropriate telecommunications infrastructure in new developments. As most developers turn to local planning laws for guidance in the first instance, the Government sees ongoing merit in complementary state, territory and local government rules on telecommunications in new developments.

<sup>&</sup>lt;sup>12</sup> See <a href="www.communications.gov.au/documents/part-b-reliability-services-consumer-safequards-review-final-report">www.communications.gov.au/documents/part-b-reliability-services-consumer-safequards-review-final-report</a>.

## 3.13 Review

The Government expects to review this policy in five years' time, but will do so earlier if warranted by changes in the market. By emphasising normal commercial practices and general market rules and given the general adherence to the policy, the Government would prefer not to continue with a TIND policy beyond this date.

# 4. Further information

This policy and further information on new developments issues are available on the website of the Department of Infrastructure, Transport, Regional Development and Communications.<sup>13</sup> This includes information on the SIP regime and obligations in Part 20A of the *Telecommunications Act 1997*.

Comments or queries about the policy can be directed to the Department of Infrastructure, Transport, Regional Development and Communications at <a href="mailto:new.developments@communications.gov.au">new.developments@communications.gov.au</a>.

<sup>&</sup>lt;sup>13</sup> www.communications.gov.au/policy/policy-listing/telecommunications-new-developments

# Annex A—NBN Co maximum charges and caps for new developments

NBN Co charge per premises/lot		Paying party
Network		Developer
Deployment contribution per lot/premises (SDU)	\$600	
Deployment contribution per premises (MDU)	\$400	
Wireless/satellite contribution per premises (SDU)	\$1300	
Wireless/satellite contribution per premises (MDU)	\$1100	
Backhaul		
NBN backhaul already available	No charge	
Backhaul costs up to \$1000 per lot/premises	Up to 50% of costs	
Backhaul costs over \$1000 per lot/premises	Up to 100% of costs over \$1000 (in addition to up to 50% of the first \$1000)	
Network		
End-user contribution per premises	\$300	RSP contracted with NBN Co (RSP may pass through to end-user) unless recovered from another person (e.g. state or territory housing authority, landlord or developer)

The charges in this table are maximum amounts and NBN Co can charge below these amounts for the network infrastructure it provides to new developments. It may charge additional amounts where developers require additional services (such as expedited installation).

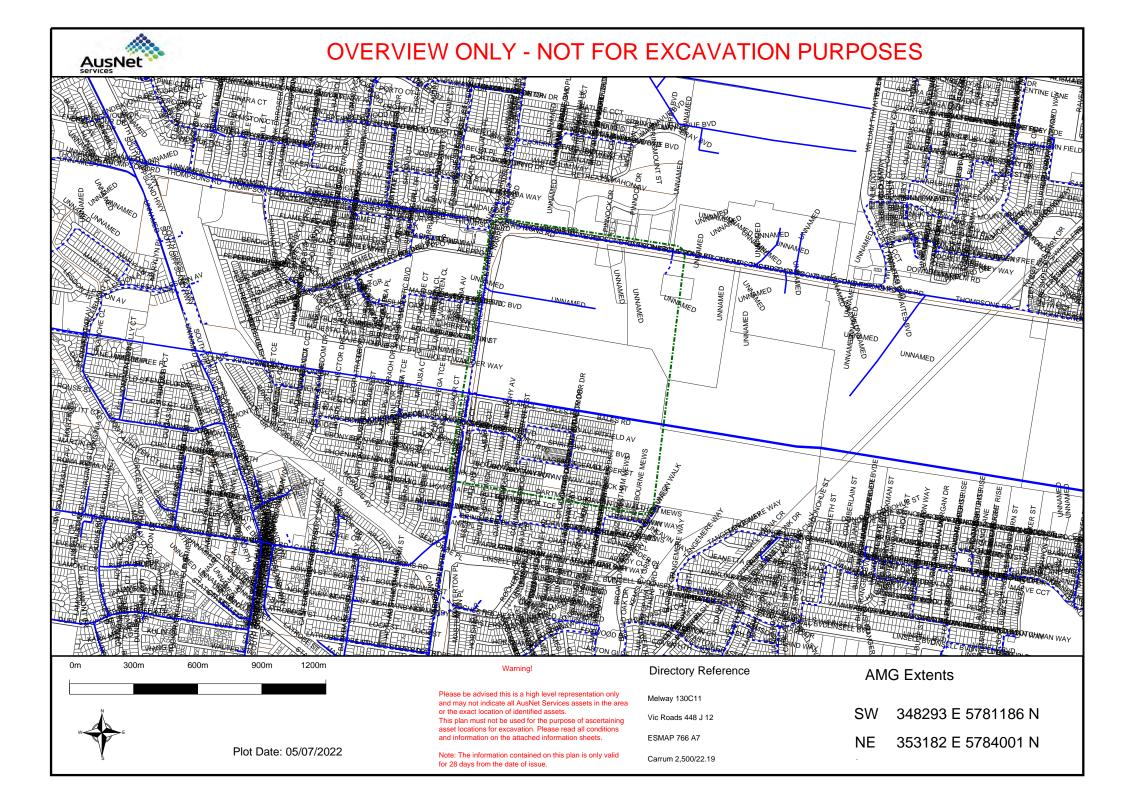
The specific definitions of what qualifies as an SDU and what qualifies as an MDU will be a matter for NBN Co in the first instance. Its definitions will need to be consistent with generally accepted industry practice. The Government reserves the right to require NBN Co to provide or publish its definitions if warranted.

In addition to these charges, developers are required to meet the cost of pit and pipe or other fibre-ready facilities required by NBN Co (or any other carriers).

# ATTACHMENT D: CROSKELL PSP UTILITIES IDENTIFIED - BYDA









# Job No 32271744

Phone: 1100 www.1100.com.au

**Caller Details** 

Angelina Bosnjak Caller Id: 0400 499 488 Contact: 3115974 Phone:

Company: Angelina Bosnjak

Address: Level 1 95 Coventry Street

Email: abosnjak@kleinfelder.com Southbank VIC 3006

## **Dig Site and Enquiry Details**

WARNING: The map below only displays the location of the proposed dig site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.



**User Reference:** VPA Croskell PSP1

Private Working on Behalf of:

Start Date: **End Date: Enquiry Date:** 05/07/2022 29/07/2022 29/07/2022

Address:

24 Bales Road

Cranbourne East VIC 3977

Onsite Activities: Job Purpose:

Excavation Non-Destructive Digging Location of Workplace: Location in Road:

Both Road, Nature Strip, Footpath

Check that the location of the dig site is correct. If not you must submit a new enquiry.

- Should the scope of works change, or plan validity dates expire, you must submit a new
- Do NOT dig without plans. Safe excavation is your responsibility. If you do not understand the plans or how to proceed safely, please contact the relevant asset owners.

## Notes/Description of Works:

verification of water services

## Your Responsibilities and Duty of Care

- The lodgement of an enquiry does not authorise the project to commence. You must obtain all necessary information from any and all likely impacted asset owners prior to excavation.
- If plans are not received within 2 working days, contact the asset owners directly & quote their Sequence No.
- ALWAYS perform an onsite inspection for the presence of assets. Should you require an onsite location, contact the asset owners directly. Please remember, plans do not detail the exact location of assets.
- Pothole to establish the exact location of all underground assets using a hand shovel, before using heavy machinery.
- Ensure you adhere to any State legislative requirements regarding Duty of Care and safe digging requirements.
- If you damage an underground asset you MUST advise the asset owner immediately.
- By using this service, you agree to Privacy Policy and the terms and disclaimers set out at www.1100.com.au
- For more information on safe excavation practices, visit www.1100.com.au

## **Asset Owner Details**

The assets owners listed below have been requested to contact you with information about their asset locations within 2 working days.

Additional time should be allowed for information issued by post. It is your responsibility to identify the presence of any underground assets in and around your proposed dig site. Please be aware, that not all asset owners are registered with the Before You Dig service, so it is your responsibility to identify and contact any asset owners not listed here

\*\* Asset owners highlighted by asterisks \*\* require that you visit their offices to collect plans.

# Asset owners highlighted with a hash # require that you call them to discuss your enquiry or to obtain plans.

Seq. No.	Authority Name	Phone	Status
213299105	APA Group Networks Mornington	1800 085 628	NOTIFIED
213299094	AusNet Electricity Services Pty Ltd	1800 088 208	NOTIFIED
213299101	AusNet Transmission Group Pty Ltd	(03) 9695 6689	NOTIFIED
213299106	City of Casey	(03) 9705 5200	NOTIFIED
213299098	CNT Corp	1300 787 178	NOTIFIED
213299099	Department of Environment Land Water & Planning (DELWP)	(03) 9948 2800	NOTIFIED
213299100	Melbourne Water	13 17 22	NOTIFIED
213299095	NBN Co VicTas	1800 687 626	NOTIFIED
213299097	Optus and or Uecomm Vic	1800 505 777	NOTIFIED
213299104	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299103	South East Water Corporation	(03) 9552 3459	NOTIFIED

Seq. No.	Authority Name	Phone	Status
213299102	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299096	Telstra VICTAS	1800 653 935	NOTIFIED

END OF UTILITIES LIST



# **Job No 32271768**

Phone: 1100 www.1100.com.au

**Caller Details** 

Contact: Angelina Bosnjak Caller Id: 3115974 Phone: 0400 499 488

Company: Angelina Bosnjak

Address: Level 1 95 Coventry Street

Southbank VIC 3006 Email: abosnjak@kleinfelder.com

## **Dig Site and Enquiry Details**

<u>WARNING:</u>The map below only displays the location of the proposed dig site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.



User Reference: VPA Croskell PSP 2

Working on Behalf of: Private

 Enquiry Date:
 Start Date:
 End Date:

 05/07/2022
 29/07/2022
 29/07/2022

Address:

41 Tangemere Way Cranbourne East VIC 3977

Job Purpose: Onsite Activities:

Excavation Non-Destructive Digging

Location of Workplace: Location in Road:

Both Road, Nature Strip, Footpath

- Check that the location of the dig site is correct. If not you must submit a new enquiry.
- Should the scope of works change, or plan validity dates expire, you must submit a new enquiry.
- Do NOT dig without plans. Safe excavation is your responsibility. If you do not understand the plans or how to proceed safely, please contact the relevant asset owners.

## Notes/Description of Works:

Not supplied

## **Your Responsibilities and Duty of Care**

- The lodgement of an enquiry <u>does not authorise</u> the project to commence. You must obtain all necessary information from any and all likely impacted asset owners prior to excavation.
- If plans are not received within 2 working days, contact the asset owners directly & quote their Sequence No.
- ALWAYS perform an onsite inspection for the presence of assets. Should you require an onsite location, contact the asset owners directly. Please remember, plans do not detail the exact location of assets.
- Pothole to establish the exact location of all underground assets using a hand shovel, before using heavy machinery.
- Ensure you adhere to any State legislative requirements regarding Duty of Care and safe digging requirements.
- If you damage an underground asset you MUST advise the asset owner immediately.
- · By using this service, you agree to Privacy Policy and the terms and disclaimers set out at www.1100.com.au
- For more information on safe excavation practices, visit www.1100.com.au

## **Asset Owner Details**

The assets owners listed below have been requested to contact you with information about their asset locations within 2 working days.

Additional time should be allowed for information issued by post. It is your responsibility to identify the presence of any underground assets in and around your proposed dig site. Please be aware, that not all asset owners are registered with the Before You Dig service, so it is your responsibility to identify and contact any asset owners not listed here directly.

\*\* Asset owners highlighted by asterisks \*\* require that you visit their offices to collect plans.

# Asset owners highlighted with a hash # require that you call them to discuss your enquiry or to obtain plans.

Seq. No.	Authority Name	Phone	Status
213299261	APA Group Networks Mornington	1800 085 628	NOTIFIED
213299250	AusNet Electricity Services Pty Ltd	1800 088 208	NOTIFIED
213299256	AusNet Transmission Group Pty Ltd	(03) 9695 6689	NOTIFIED
213299262	City of Casey	(03) 9705 5200	NOTIFIED
213299254	Department of Environment Land Water & Planning (DELWP)	(03) 9948 2800	NOTIFIED
213299255	Melbourne Water	13 17 22	NOTIFIED
213299251	NBN Co VicTas	1800 687 626	NOTIFIED
213299253	Optus and or Uecomm Vic	1800 505 777	NOTIFIED
213299260	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299258	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299257	South East Water Corporation	(03) 9552 3459	NOTIFIED

Seq. No.	Authority Name	Phone	Status
213299259	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299252	Telstra VICTAS	1800 653 935	NOTIFIED

END OF UTILITIES LIST



# **Job No 32271785**

Phone: 1100 www.1100.com.au

**Caller Details** 

Contact: Angelina Bosnjak Caller Id: 3115974 Phone: 0400 499 488

Company: Angelina Bosnjak

Address: Level 1 95 Coventry Street

Southbank VIC 3006 Email: abosnjak@kleinfelder.com

## **Dig Site and Enquiry Details**

<u>WARNING:</u>The map below only displays the location of the proposed dig site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.



User Reference: VPA Croskell PSP 3

Working on Behalf of: Private

**Enquiry Date: Start Date: End Date:** 05/07/2022 29/07/2022 29/07/2022

Address:

1580 Thompsons Road Cranbourne East VIC 3977

Job Purpose: Onsite Activities:

Excavation Non-Destructive Digging

Location of Workplace: Location in Road:

Both Road, Nature Strip, Footpath

- Check that the location of the dig site is correct. If not you must submit a new enquiry.
- Should the scope of works change, or plan validity dates expire, you must submit a new enquiry.
- Do NOT dig without plans. Safe excavation is your responsibility. If you do not understand the plans or how to proceed safely, please contact the relevant asset owners.

## Notes/Description of Works:

Not supplied

## **Your Responsibilities and Duty of Care**

- The lodgement of an enquiry <u>does not authorise</u> the project to commence. You must obtain all necessary information from any and all likely impacted asset owners prior to excavation.
- If plans are not received within 2 working days, contact the asset owners directly & quote their Sequence No.
- ALWAYS perform an onsite inspection for the presence of assets. Should you require an onsite location, contact the asset owners directly. Please remember, plans do not detail the exact location of assets.
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- If you damage an underground asset you MUST advise the asset owner immediately.
- · By using this service, you agree to Privacy Policy and the terms and disclaimers set out at www.1100.com.au
- For more information on safe excavation practices, visit www.1100.com.au

## **Asset Owner Details**

The assets owners listed below have been requested to contact you with information about their asset locations within 2 working days.

Additional time should be allowed for information issued by post. It is <u>your responsibility</u> to identify the presence of any underground assets in and around your proposed dig site. Please be aware, that not all asset owners are registered with the Before You Dig service, so it is <u>your responsibility</u> to identify and contact any asset owners not listed here directly

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# Asset owners highlighted with a hash # require that you call them to discuss your enquiry or to obtain plans.

Seq. No.	Authority Name	Phone	Status
213299370	APA Group Networks Mornington	1800 085 628	NOTIFIED
213299360	AusNet Electricity Services Pty Ltd	1800 088 208	NOTIFIED
213299366	AusNet Transmission Group Pty Ltd	(03) 9695 6689	NOTIFIED
213299371	City of Casey	(03) 9705 5200	NOTIFIED
213299364	Department of Environment Land Water & Planning (DELWP)	(03) 9948 2800	NOTIFIED
213299365	Melbourne Water	13 17 22	NOTIFIED
213299361	NBN Co VicTas	1800 687 626	NOTIFIED
213299363	Optus and or Uecomm Vic	1800 505 777	NOTIFIED
213299369	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299368	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299367	South East Water Corporation	(03) 9552 3459	NOTIFIED

Seq. No.	Authority Name	Phone	Status
213299362	Telstra VICTAS	1800 653 935	NOTIFIED

END OF UTILITIES LIST



# Job No 32271796

Phone: 1100 www.1100.com.au

**Caller Details** 

Contact: Angelina Bosnjak Caller Id: 3115974 Phone: 0400 499 488

Company: Angelina Bosnjak

Address: Level 1 95 Coventry Street

Southbank VIC 3006 Email: abosnjak@kleinfelder.com

## **Dig Site and Enquiry Details**

<u>WARNING:</u>The map below only displays the location of the proposed dig site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.



User Reference: VPA Croskell PSP 4

Working on Behalf of: Private

**Enquiry Date: Start Date: End Date:** 05/07/2022 29/07/2022 29/07/2022

Address:

37 Brocker Street Clyde North VIC 3978

Job Purpose: Onsite Activities:

Excavation Non-Destructive Digging
Location of Workplace: Location in Road:

Both Road, Nature Strip, Footpath

• Check that the location of the dig site is correct. If not you must submit a new enquiry.

 Should the scope of works change, or plan validity dates expire, you must submit a new enquiry

• Do NOT dig without plans. Safe excavation is your responsibility. If you do not understand the plans or how to proceed safely, please contact the relevant asset owners.

## Notes/Description of Works:

Not supplied

## **Your Responsibilities and Duty of Care**

- The lodgement of an enquiry <u>does not authorise</u> the project to commence. You must obtain all necessary information from any and all likely impacted asset owners prior to excavation.
- If plans are not received within 2 working days, contact the asset owners directly & quote their Sequence No.
- ALWAYS perform an onsite inspection for the presence of assets. Should you require an onsite location, contact the asset owners directly. Please remember, plans do not detail the exact location of assets.
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- Ensure you adhere to any State legislative requirements regarding Duty of Care and safe digging requirements.
- If you damage an underground asset you MUST advise the asset owner immediately.
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- For more information on safe excavation practices, visit www.1100.com.au

## **Asset Owner Details**

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# Asset owners highlighted with a hash # require that you call them to discuss your enquiry or to obtain plans.

Seq. No.	Authority Name	Phone	Status
213299441	APA Group Networks Mornington	1800 085 628	NOTIFIED
213299430	AusNet Electricity Services Pty Ltd	1800 088 208	NOTIFIED
213299436	AusNet Transmission Group Pty Ltd	(03) 9695 6689	NOTIFIED
213299442	City of Casey	(03) 9705 5200	NOTIFIED
213299434	Department of Environment Land Water & Planning (DELWP)	(03) 9948 2800	NOTIFIED
213299435	Melbourne Water	13 17 22	NOTIFIED
213299431	NBN Co VicTas	1800 687 626	NOTIFIED
213299440	Opticomm Co Pty Ltd (VIC)	1300 137 800	NOTIFIED
213299433	Optus and or Uecomm Vic	1800 505 777	NOTIFIED
213299437	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299438	South East Water Corporation	(03) 9552 3459	NOTIFIED

Seq. No.	Authority Name	Phone	Status
213299439	South East Water Corporation	(03) 9552 3459	NOTIFIED
213299432	Telstra VICTAS	1800 653 935	NOTIFIED

END OF UTILITIES LIST

To: Angelina Bosnjak
Phone: Not Supplied
Fax: Not Supplied

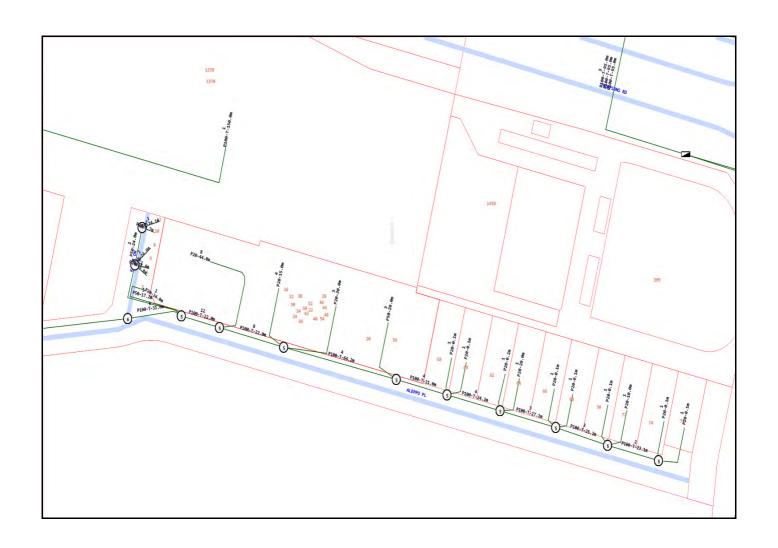
Email: abosnjak@kleinfelder.com

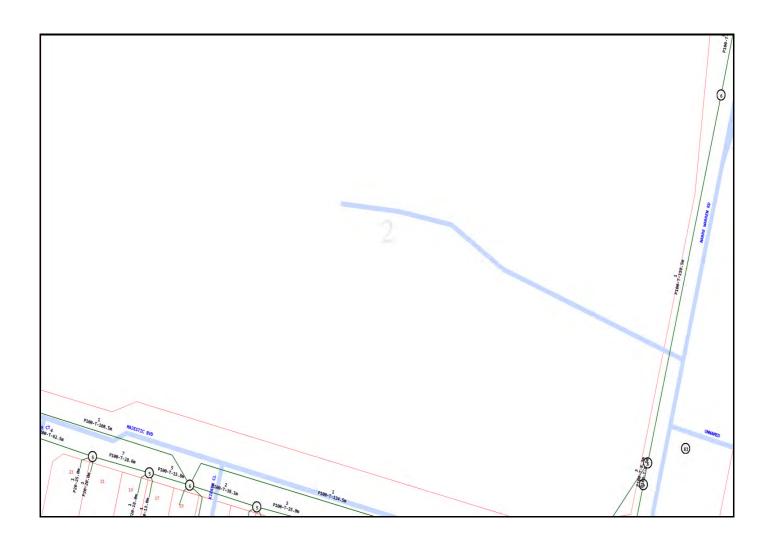
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Sequence #	213299095	YOU DIG
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Location:	24 Bales Road , Cranbourne East , VIC , 3977	THE STATE OF THE S

# **Indicative Plans**

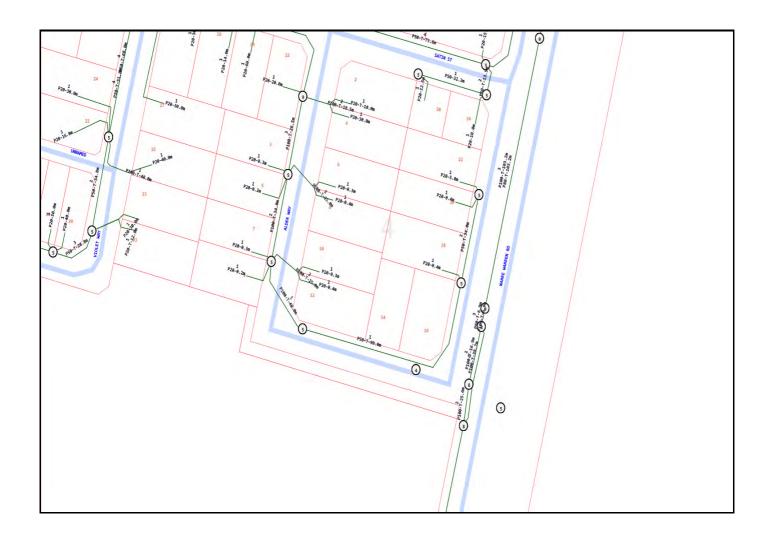
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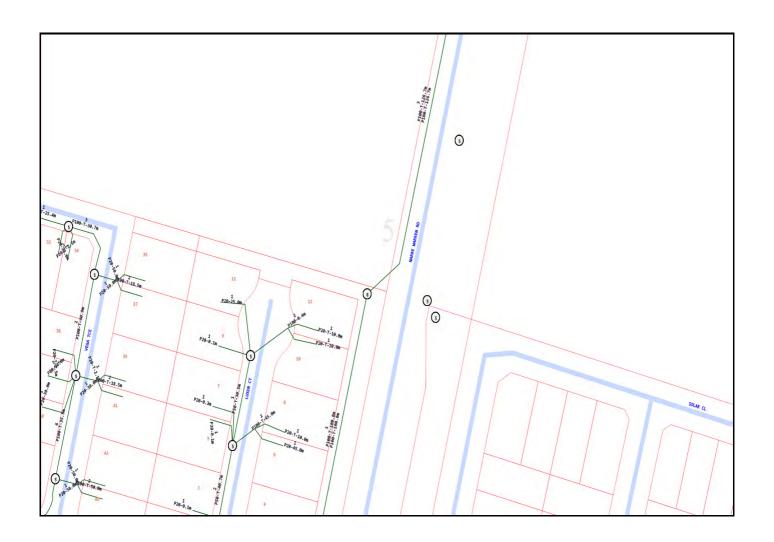
+	LEGEND nbn (6)
44	Parcel and the location
3	Pit with size "5"
<b>(2E)</b>	Power Pit with size "2E".  Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, nuil.
	Manhole
$\otimes$	Pillar
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2.  One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.  One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
3 1 0	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
-0-0-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
-0-0-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
PROADWAY ST	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m







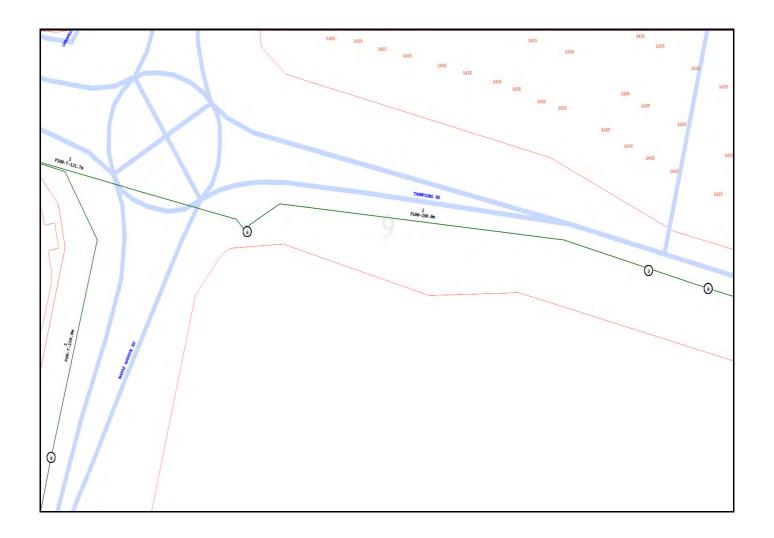


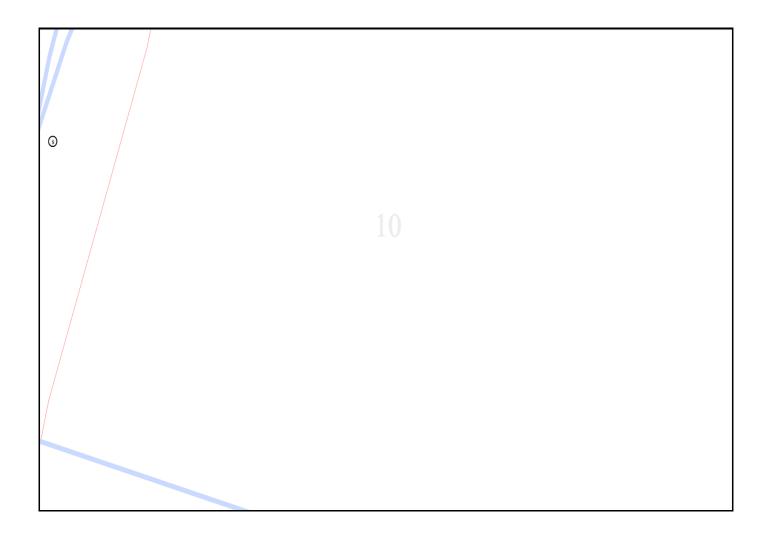


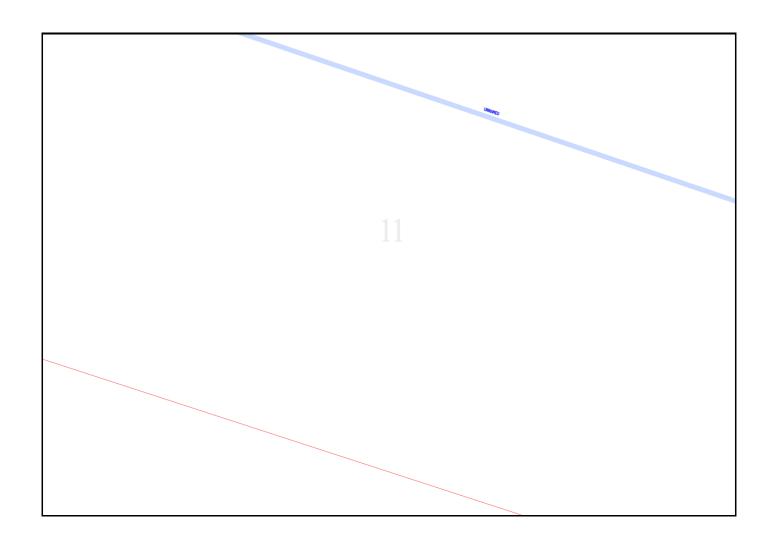


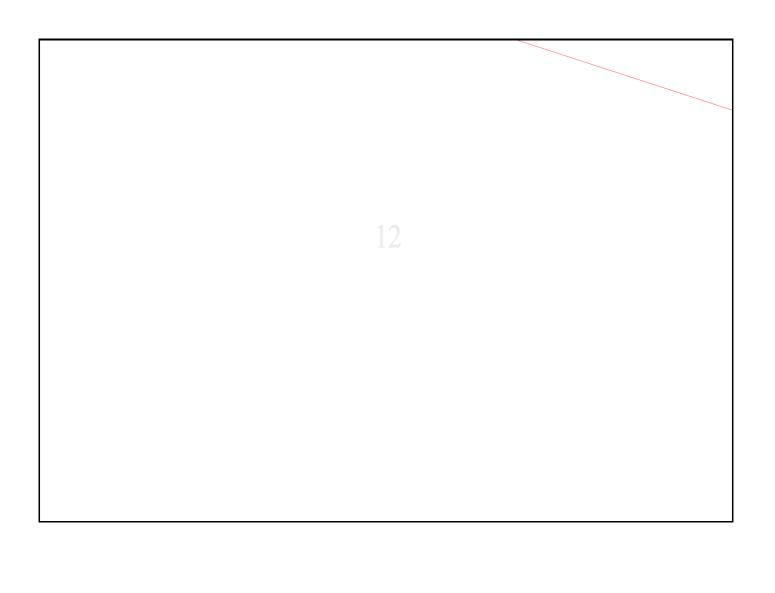


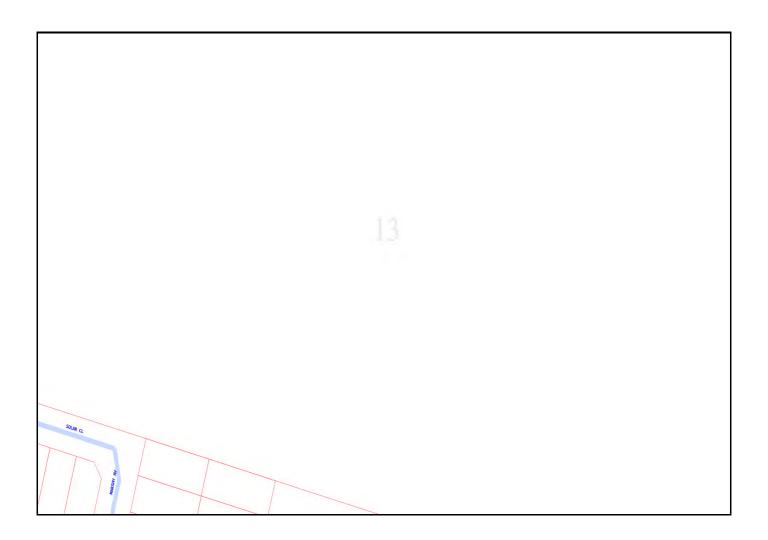










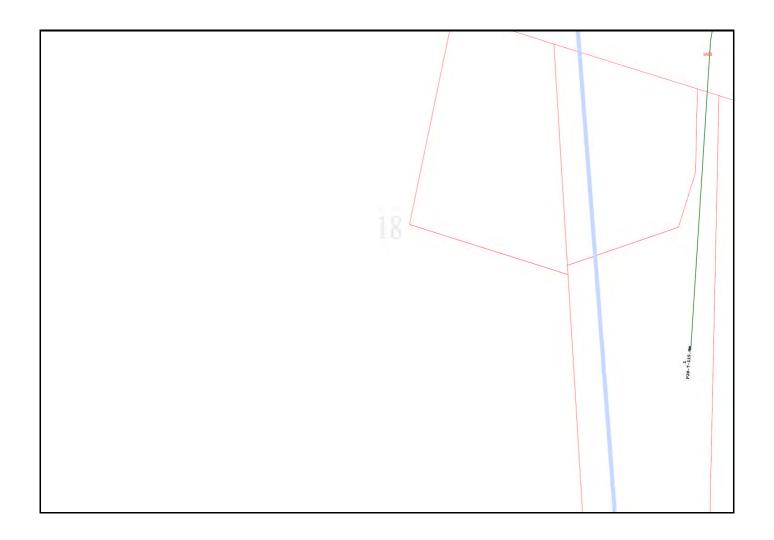


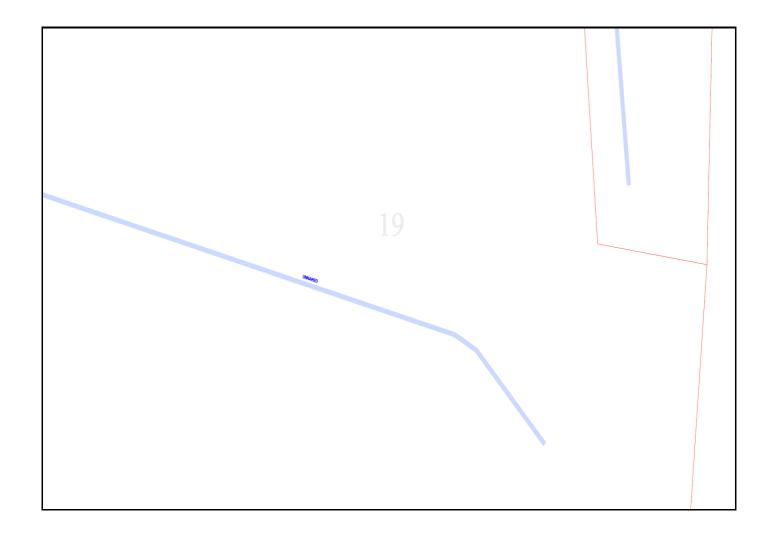


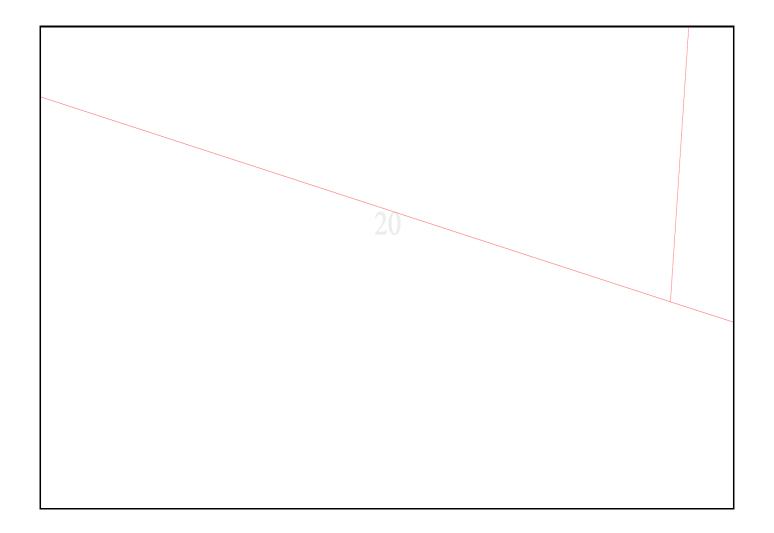


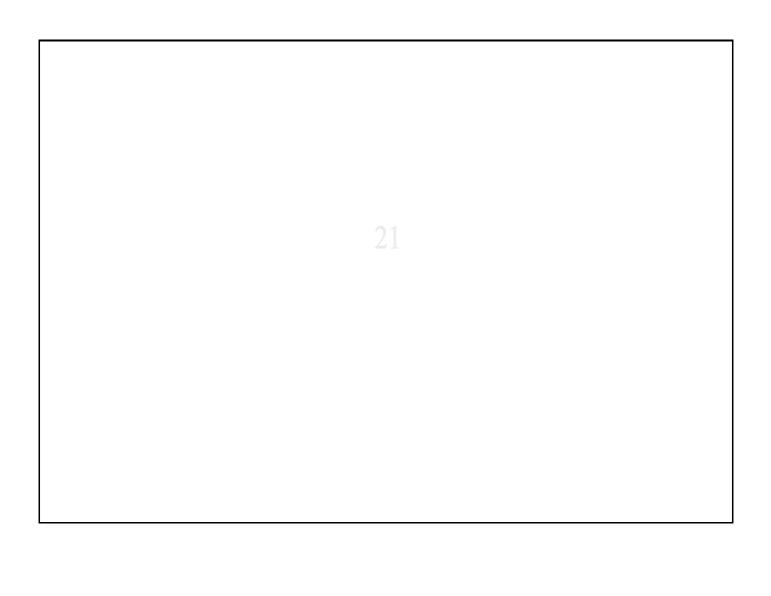


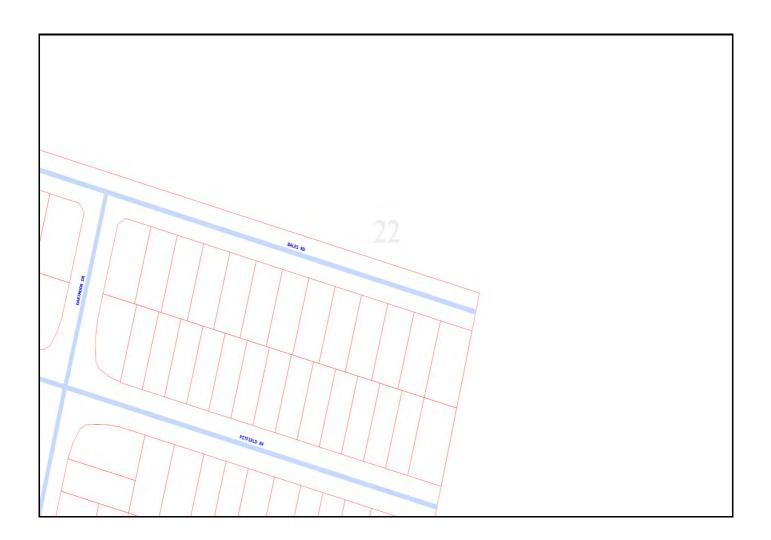






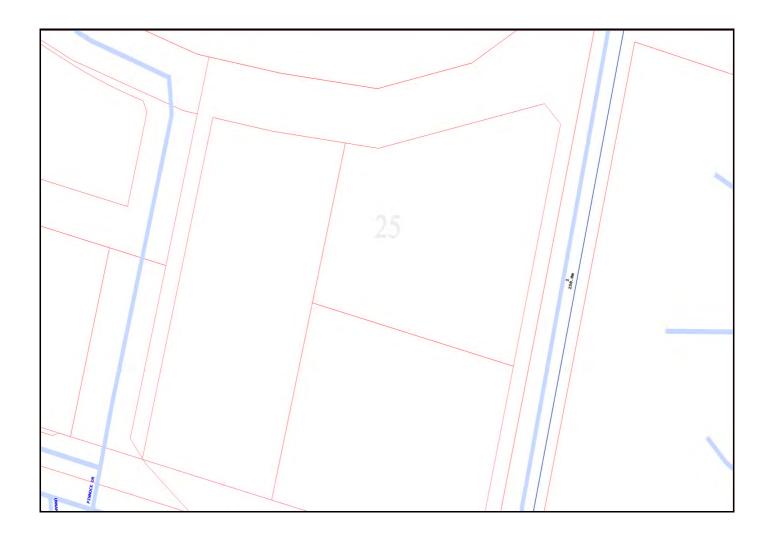


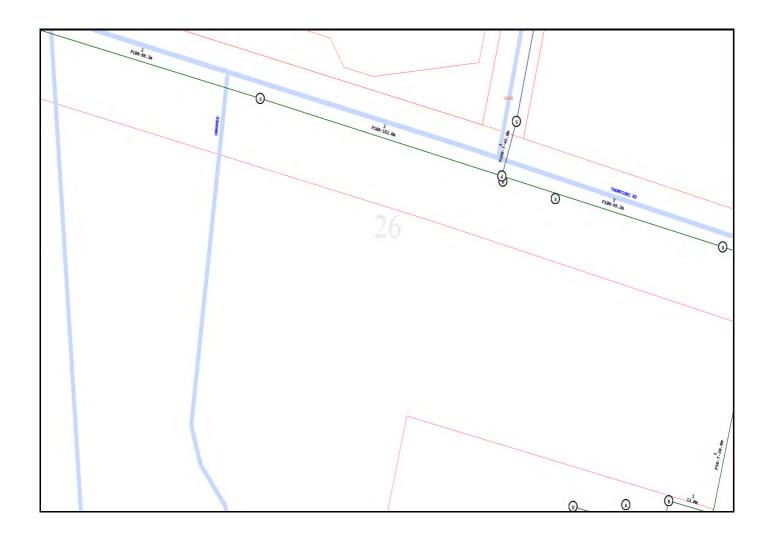


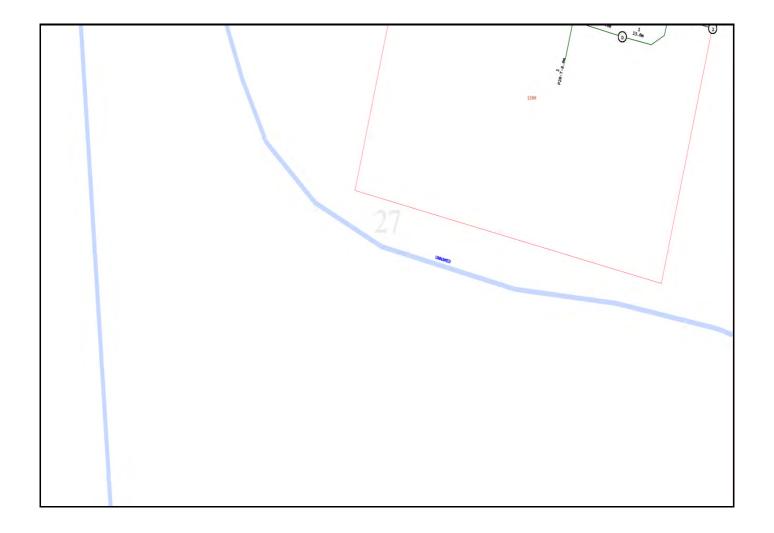


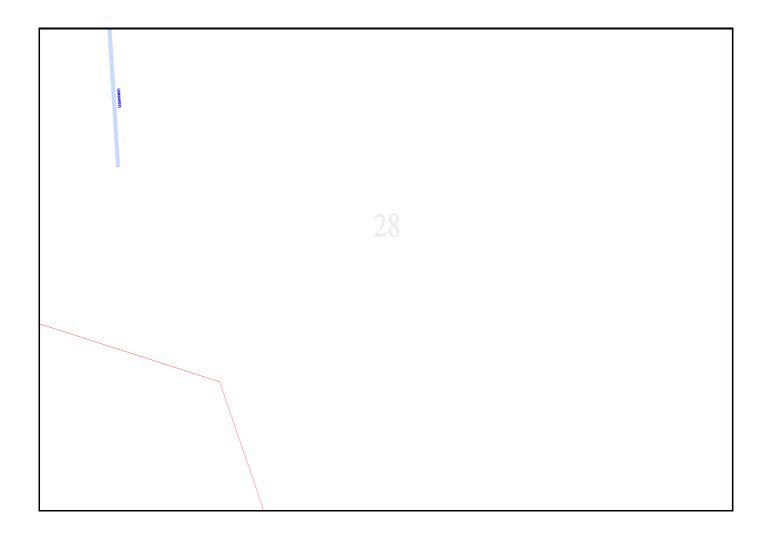


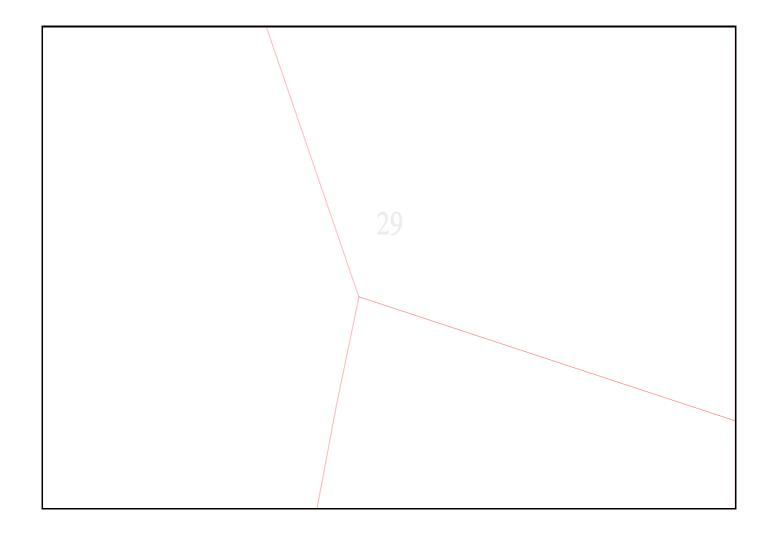


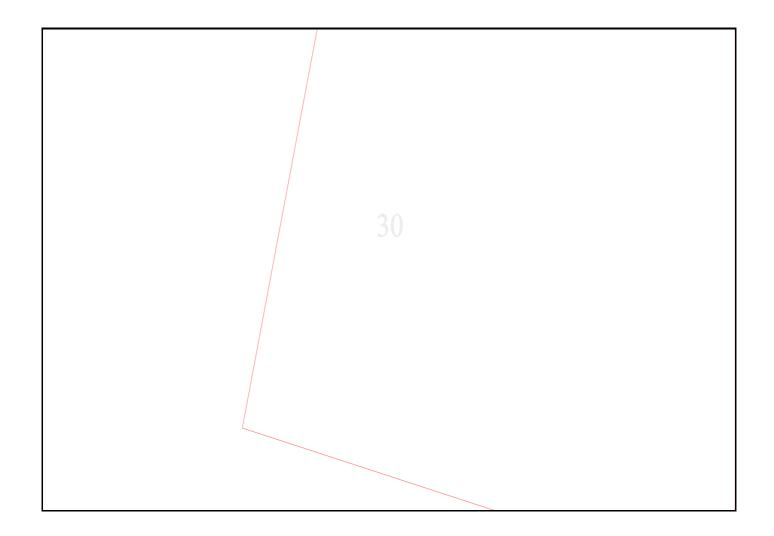


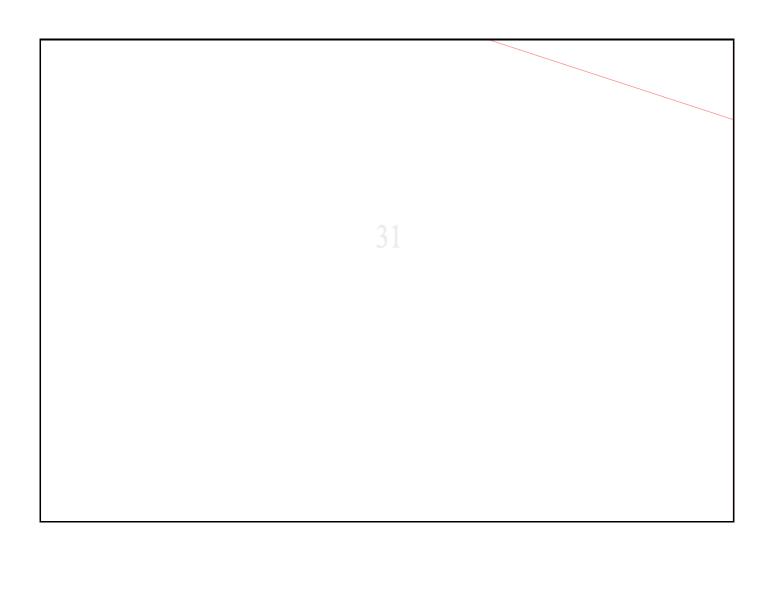


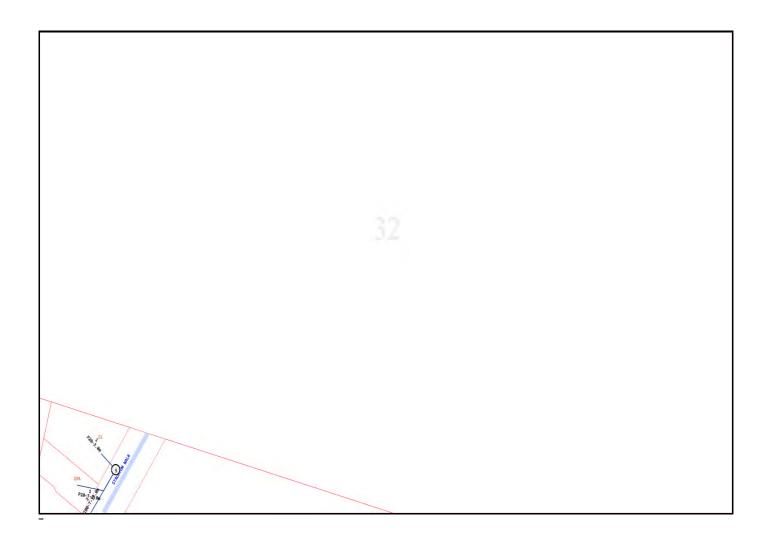












## **Emergency Contacts**

You must immediately report any damage to the **nbn**<sup>™</sup> network that you are/become aware of. Notification may be by telephone - 1800 626 329.

To: Angelina Bosnjak
Phone: Not Supplied
Fax: Not Supplied

Email: abosnjak@kleinfelder.com

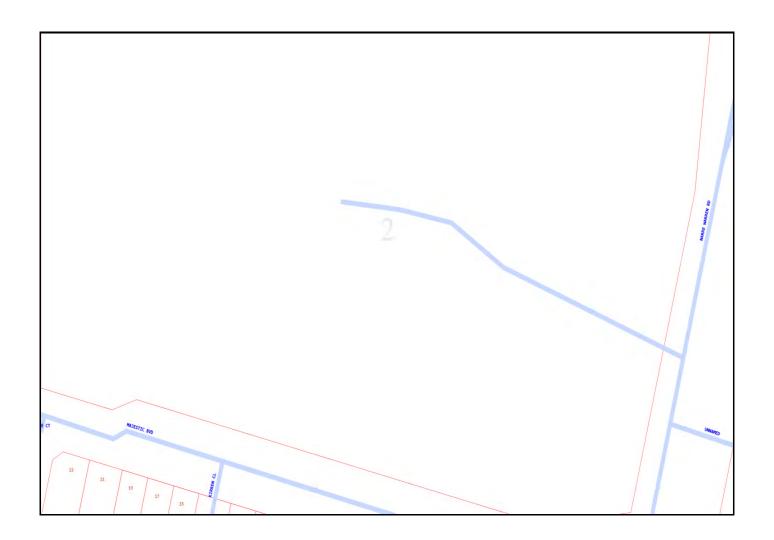
Dial before you dig Job #:	32271744	DIAL DECORE
Sequence #	213299095	YOU DIG
Issue Date:	05/07/2022	www.1100.com.au
Location:	24 Bales Road , Cranbourne East , VIC , 3977	THE STATE OF THE S

## **Indicative Plans**

2	10	18	26
3	11	19	27
4	12	20	28
5	13	21	29
6	14	22	30
7	15	23	31
8	16	24	32

+	LEGEND nbn (6)		
44	Parcel and the location		
3	Pit with size "5"		
<b>(2E)</b>	Power Pit with size "2E".  Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.		
	Manhole		
$\otimes$	Pillar		
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2.  One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.  One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.		
3 1 0	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.		
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.		
-0-0-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.		
-0-0-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.		
BROADWAY ST	Road and the street name "Broadway ST"		
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m		







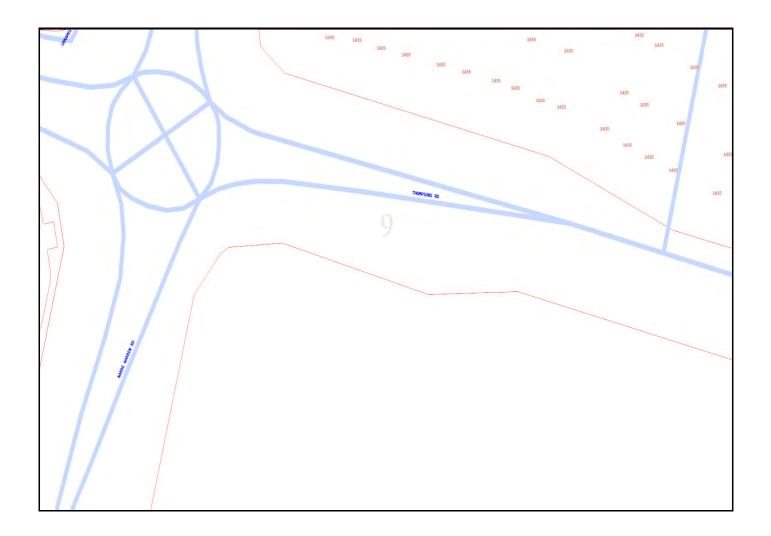


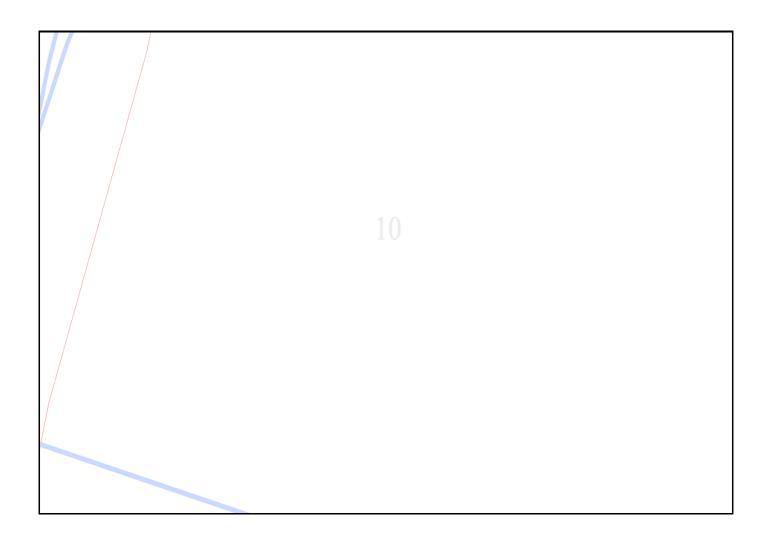


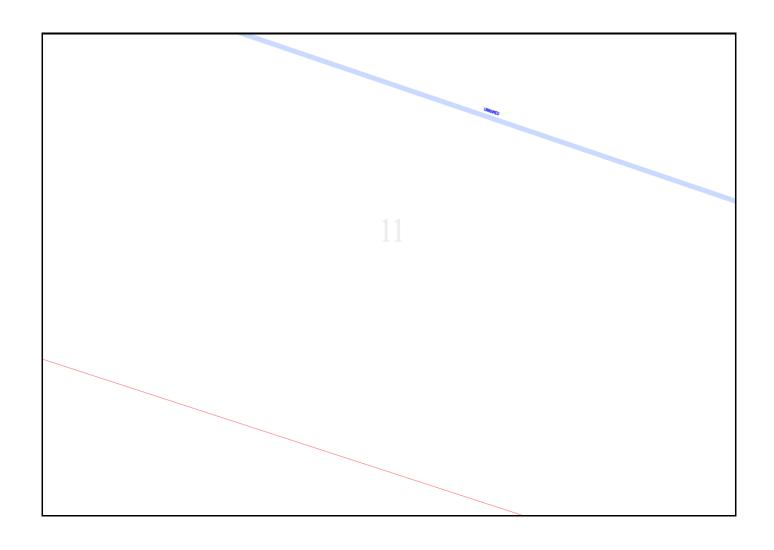


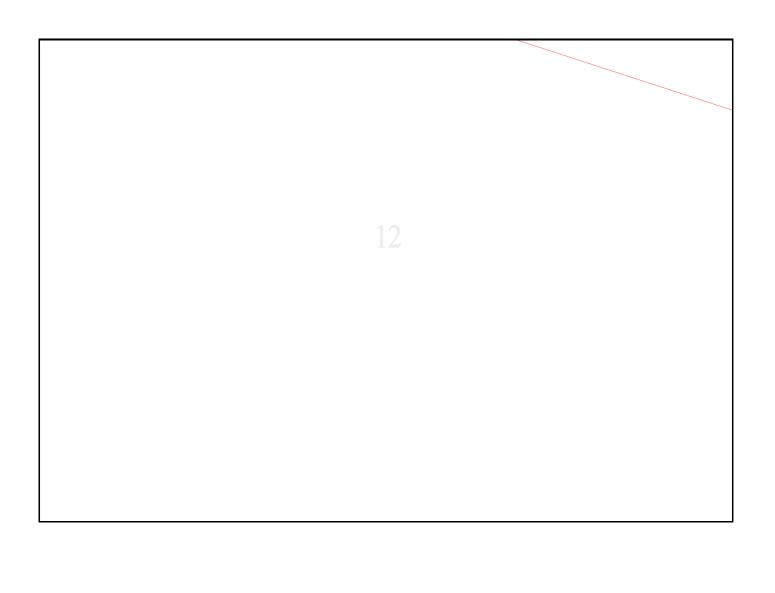


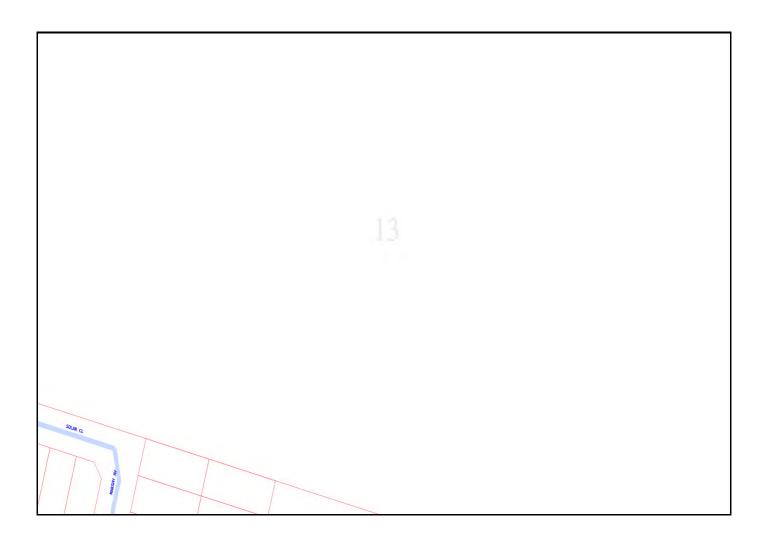










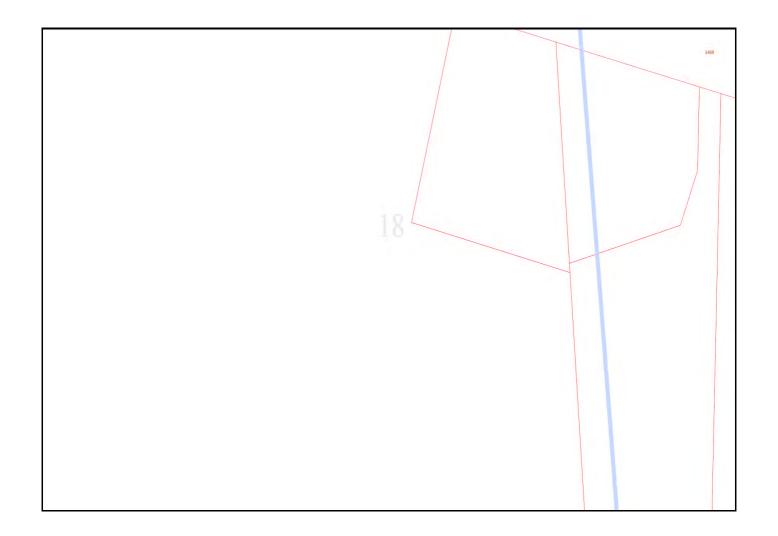


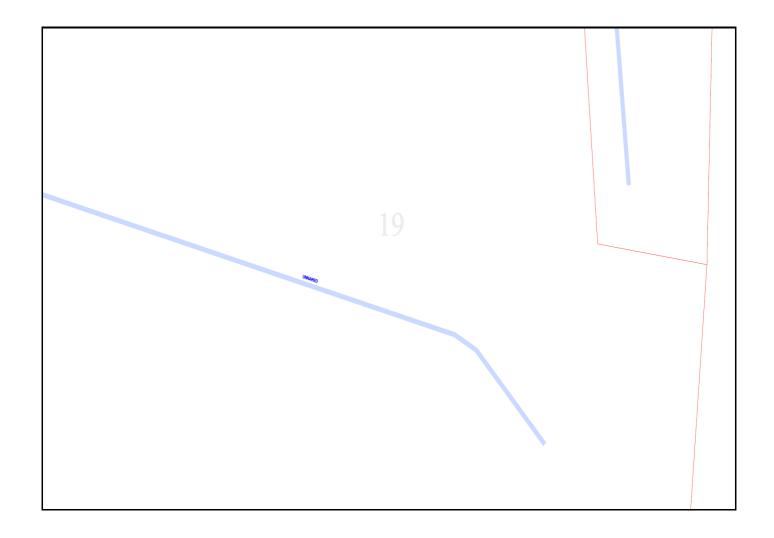


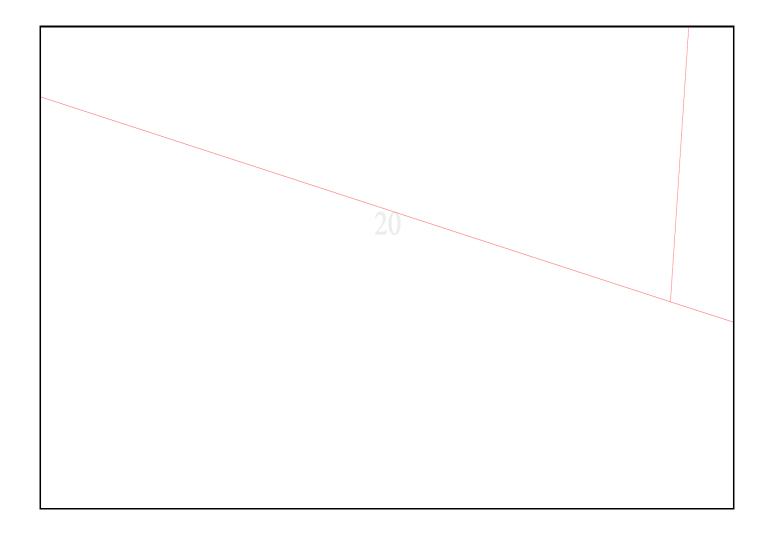


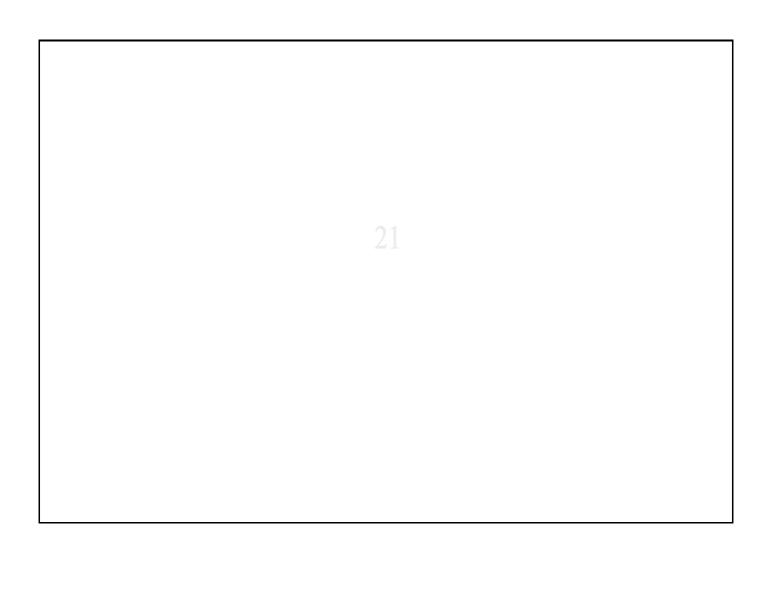


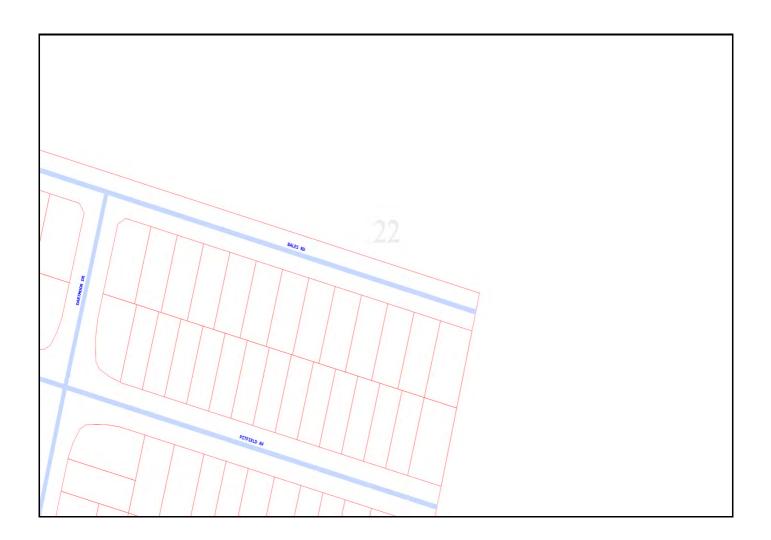






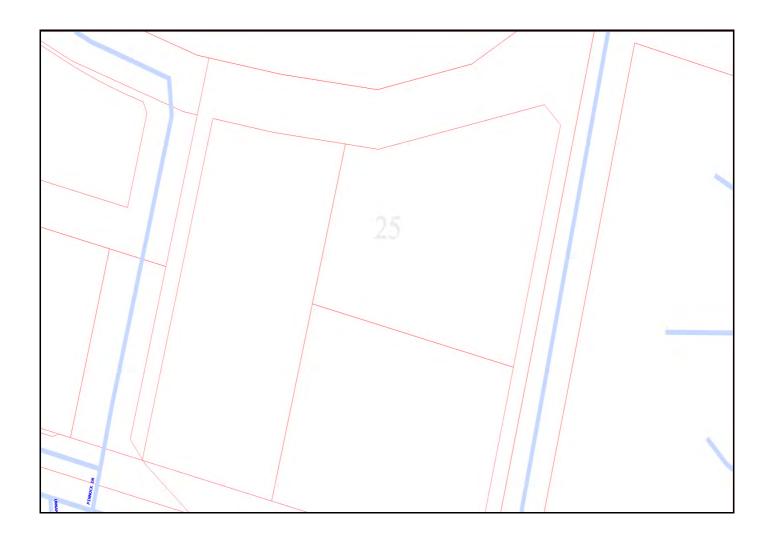


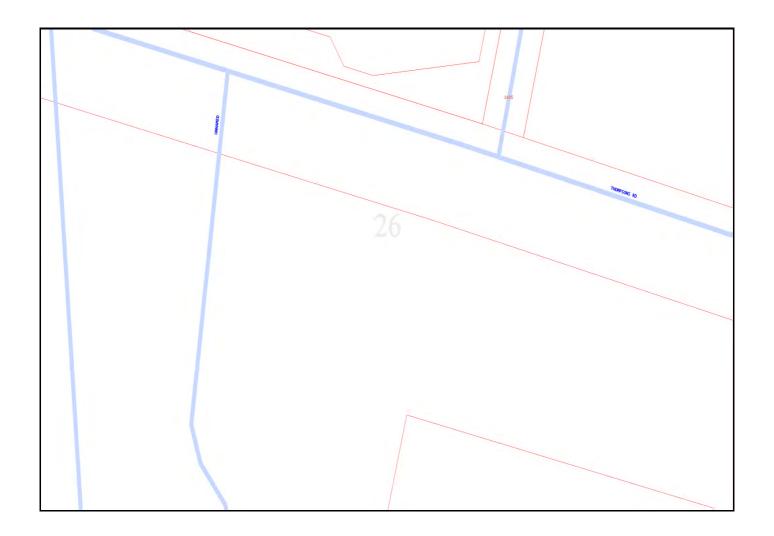


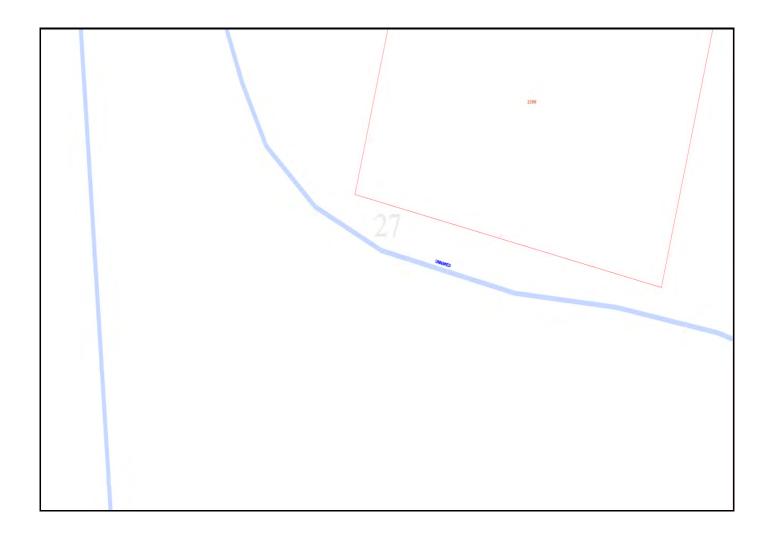


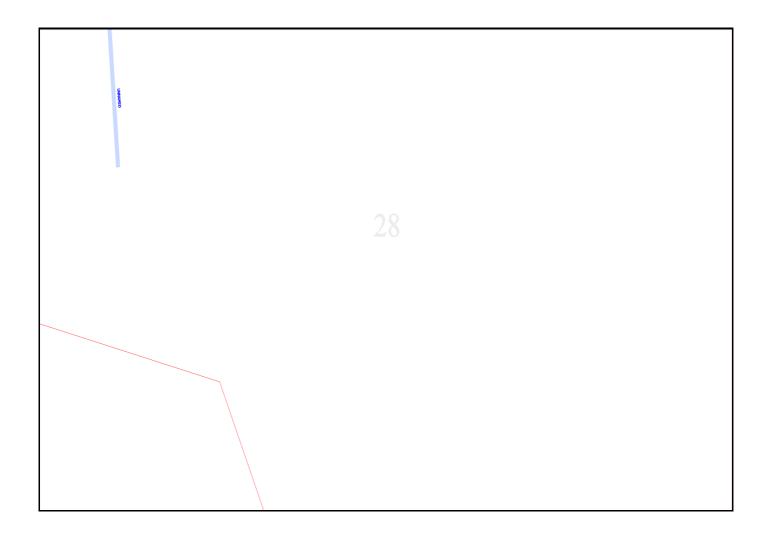


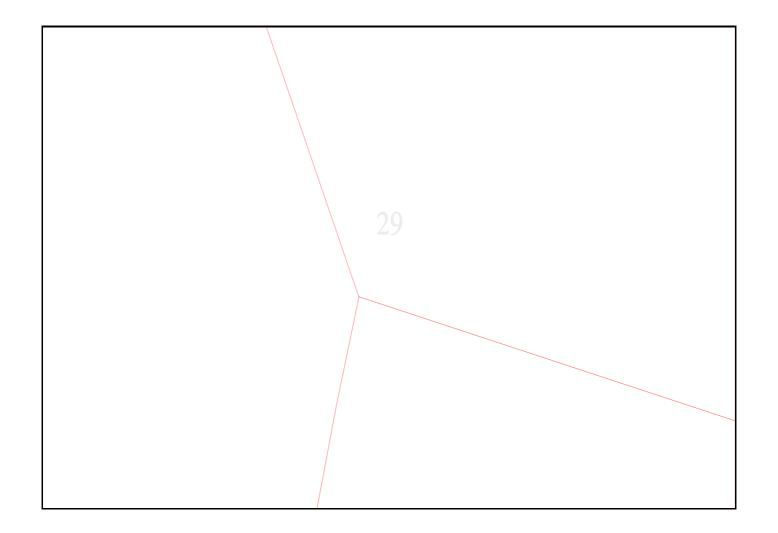


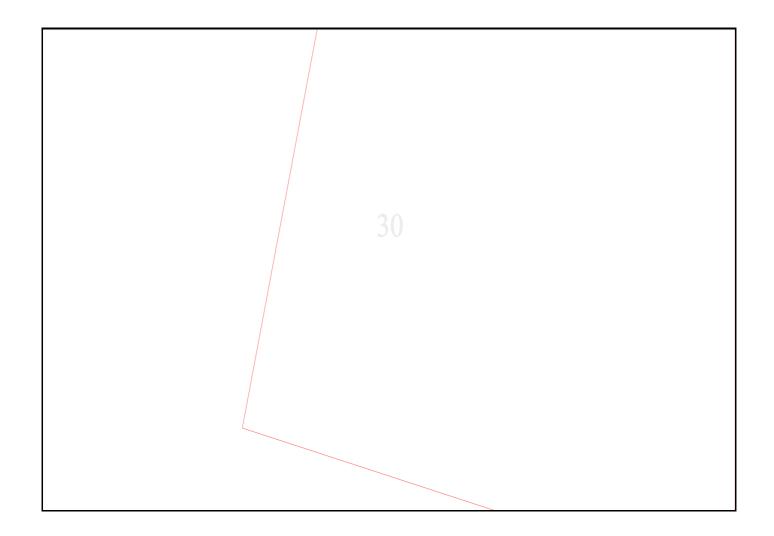


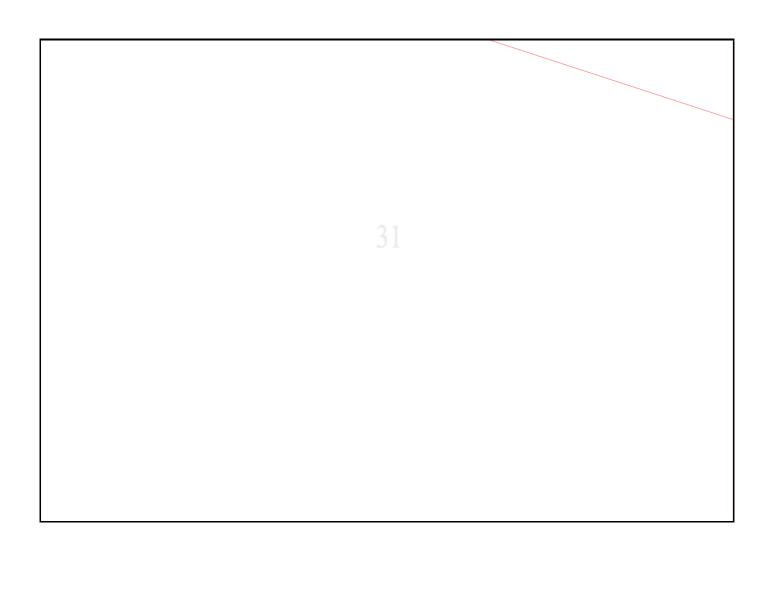


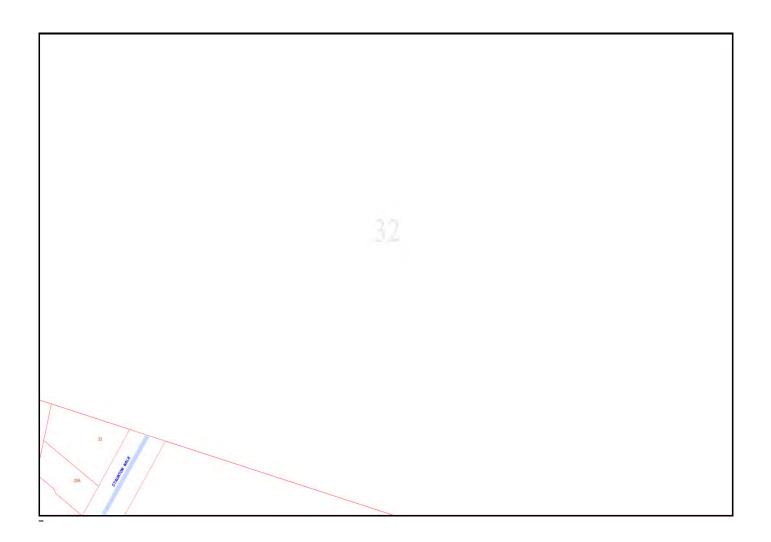






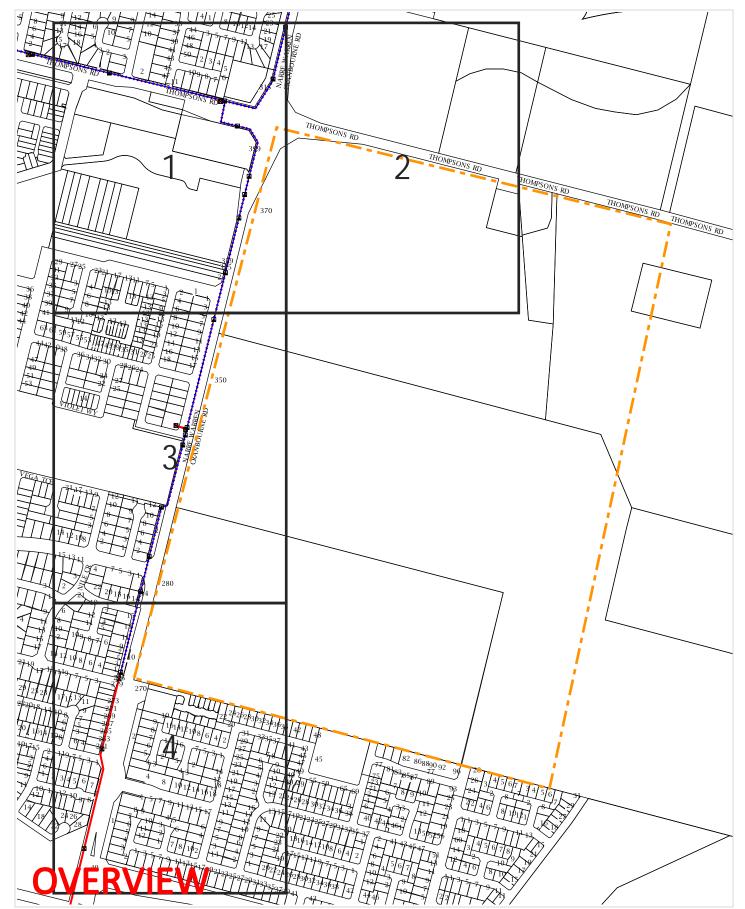






## **Emergency Contacts**

You must immediately report any damage to the **nbn**<sup>™</sup> network that you are/become aware of. Notification may be by telephone - 1800 626 329.



Sequence Number: 213299097 Date Generated: 05 Jul 2022



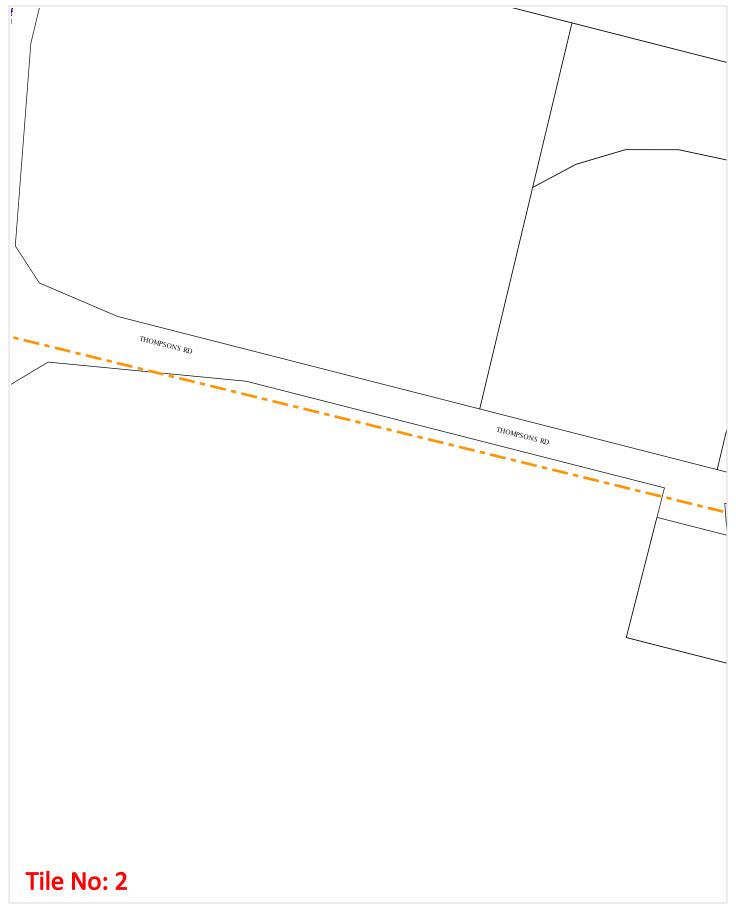




Sequence Number: 213299097 Date Generated: 05 Jul 2022







Sequence Number: 213299097 Date Generated: 05 Jul 2022







Sequence Number: 213299097 Date Generated: 05 Jul 2022







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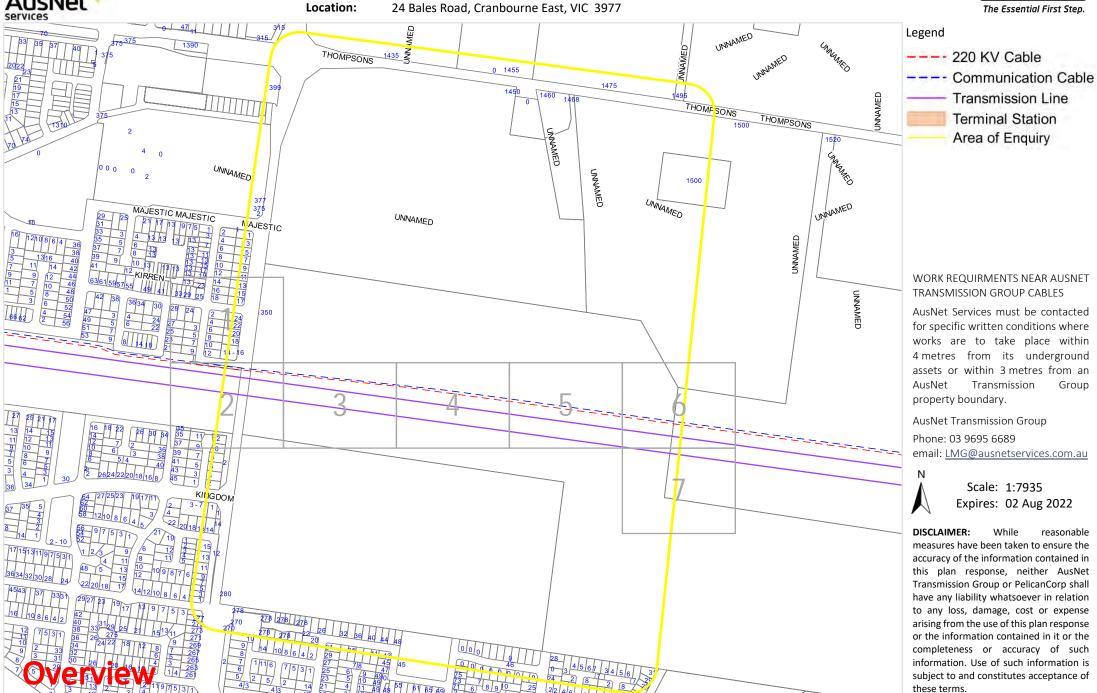














24 Bales Road, Cranbourne East, VIC 3977





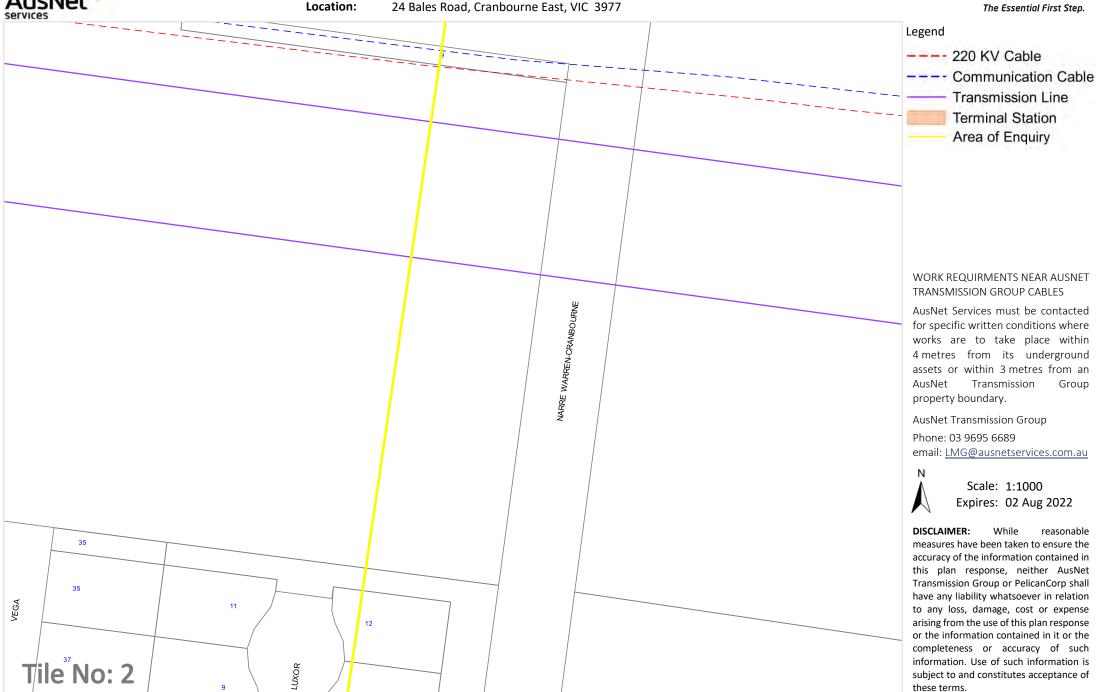




24 Bales Road, Cranbourne East, VIC 3977



The Essential First Step.







# 

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: LMG@ausnetservices.com.au



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 3



**Location:** 24 Bales Road, Cranbourne East, VIC 3977



The Essential First Step.

#### Legend

---- 220 KV Cable

--- Communication Cable

Transmission Line

Terminal Station

Area of Enquiry

## WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $email: \underline{\mathsf{LMG@ausnetservices.com.au}}$ 



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 4



**Location:** 24 Bales Road, Cranbourne East, VIC 3977



The Essential First Step.

#### Legend

---- 220 KV Cable

Transmississ Line

Transmission Line

Communication Cable

Terminal Station

Area of Enquiry

## WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $\pmb{\mathsf{email}} : \underline{\mathsf{LMG@ausnetservices.com.au}}$ 



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

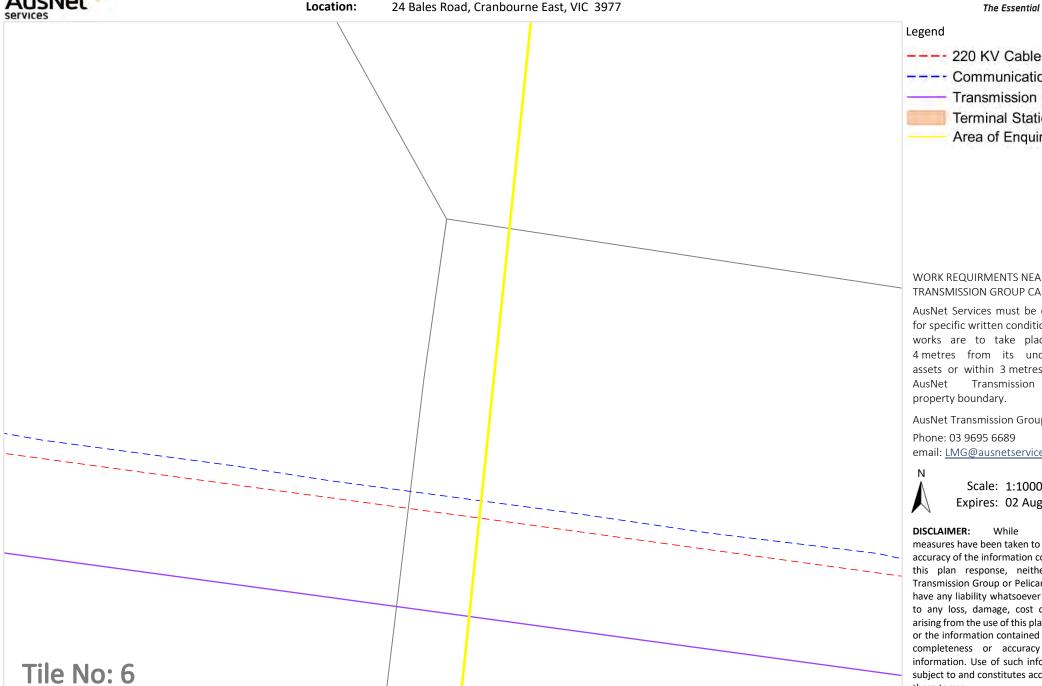
Tile No: 5



24 Bales Road, Cranbourne East, VIC 3977



Communication Cable Transmission Line Terminal Station Area of Enquiry



WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: LMG@ausnetservices.com.au

Scale: 1:1000

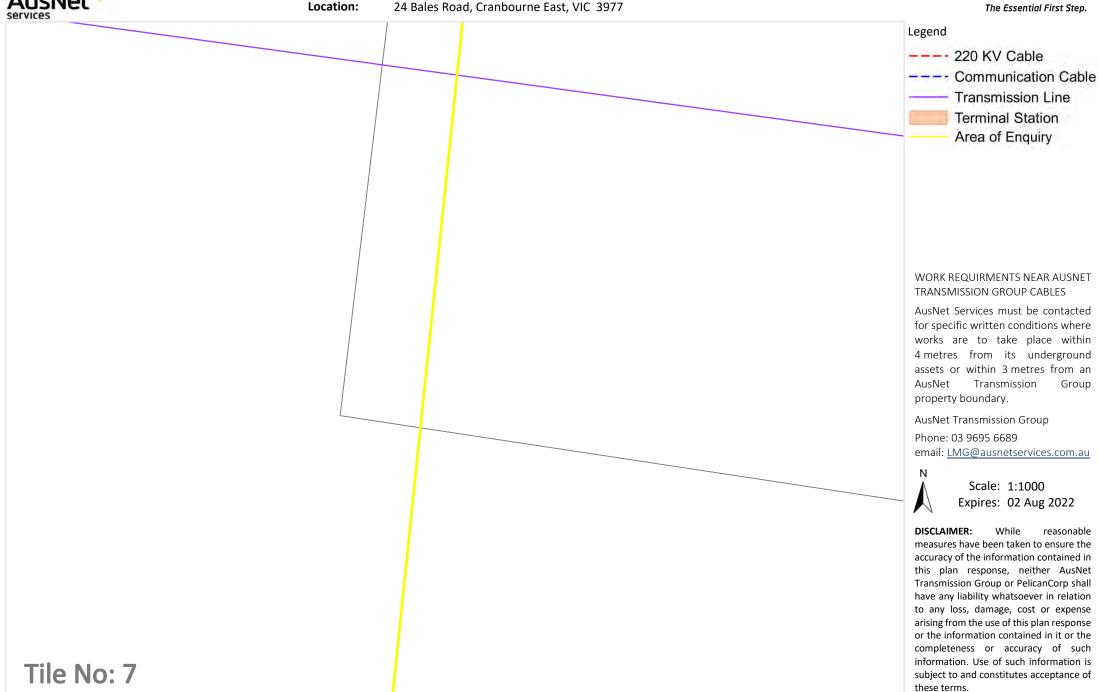
Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



24 Bales Road, Cranbourne East, VIC 3977









APA Group PO Box 6014 Halifax Street South Australia 5000

For your immediate information THERE IS A CRITICAL GAS PIPELINE AND/OR ASSOCIATED INFRASTRUCTURE in the area of your works.

05/07/2022

Company: Angelina Bosnjak Angelina Bosnjak Level 1,95 Coventry Street Southbank VIC 3006 abosnjak@kleinfelder.com

Dear Angelina Bosnjak

Sequence Number: 213299105 Worksite Address: 24 Bales Road

Cranbourne East

VIC 3977

Thank you for your Dial Before You Dig enquiry regarding the location of Gas Assets. We can confirm that the APA Group has **Critical Gas Assets** in the vicinity of the above location.

You are hereby notified that **before you commence any works** you are required to complete the attached '**Work In The Vicinity Of Critical Gas Assets**' request form and forward this to APA as soon as practicable.

As laid out in the **Duty of Care** requirements supplied, any activity in the vicinity of Critical Gas Assets operated by APA requires an Authority to Work Permit and potentially attendance on site by an APA representative during any work. Please ensure you read and comply with all the relevant requirements. Should you have any questions with regards to the attached information please contact our DBYD officer - 1800 085 628.

Caution - Damage to gas assets could result in possible explosion and fire with the risk of personal injury.

For Gas Emergencies please call 1800 GAS LEAK (1800 427 532)

Please find enclosed the following information:-

- APA's Duty of Care, If you are unclear of your obligations under these requirements please contact the APA Representative listed above immediately
- An overview map with your requested area highlighted to assist in locating APA's Gas Assets
- A map(s) showing APA's Gas Assets in the requested area, this information is valid for 30 days from the
  date of this response, please check this represents the area you requested, if it does not, please contact the APA Representative listed above immediately
- A 'Work In The Vicinity Of Critical Gas Assets' request form, please complete and forward to APA as soon as practicable via <u>DBYDNetworksAPA@apa.com.au</u>, or the address above. A minimum of 2 business days advance notification is required to process Authority To Work Request applications

The outcome of this request may be that a qualified APA Group Representative will be required on site when you undertake your proposed works, if this is the case, this will need to be arranged dependent on their availability. Whilst we will aim to facilitate this within 2 business days from a decision, **this cannot be guaranteed.** 

**Please Note:** For some DBYD enquiries, you might receive 2 responses from the APA Group. Please read both responses carefully as they will relate to different assets. It is your responsibility to action all requirements set out in APA Group responses.





Please take some time to review the entire response document and check the information supplied and please let us have any feedback by sending an email to <a href="mailto:DBYDNetworksAPA@apa.com.au">DBYDNetworksAPA@apa.com.au</a> or contacting us direct on 1800 085 628.

### **Duty of Care - Working Around Gas Assets**

#### **General Conditions**

- This location enquiry is valid for 30 days from the enquiry date
- Expired locations, i.e., over 30 days from the date of this response, require a new Dial Before You Dig request to validate location information
- The location information supplied in this document shall be used as a guide only. APA Group shall not be liable or responsible for the accuracy of any such information supplied pursuant to this request
- It is the responsibility of the excavator to expose all Gas Assets, including Gas Service pipes (see below), Gas Asset depths may vary according to ground conditions
- Gas Services (inlet service) connecting Gas Assets in the street to the gas meter on the property are typically not marked on the map
- Some Gas Assets are installed inside of a casing. The locations where a Gas Asset changes from inserted to direct burial are not marked on the map unless otherwise stated
- This information has been generated by an automated system based on the area highlighted in your DBYD request and has not been independently verified. It is your responsibility to ensure that the information supplied in this response matches the dig site you defined when submitting your Dial Before You Dig enquiry. If the information does not match the dig site or you have any question, please contact APA immediately using the details listed on the first page and / or please resubmit your enquiry
- For Gas Emergencies please call 1800 GAS LEAK (1800 427 532)

#### **Critical Gas Assets - Conditions**

It is your responsibility to follow these important conditions when working in the vicinity of Critical Gas Assets

- A 'Work In The Vicinity Of Critical Gas Assets" request form must be submitted to APA Group PRIOR to any
  work commencing, a minimum of 2 business days are required to arrange attendance by an APA Group
  representative
- Whilst we will aim to facilitate this within **2 business days** from a decision, **this cannot be guaranteed**. Charges for APA Group supervision may apply
- Any works in the vicinity of Critical Gas Assets requires approval from APA via APA's 'Authority to work" permit and supervision by an APA Group representative unless expressed otherwise on the "Authority to work" permit.
- Penalties apply to excavators commencing work in the vicinity of Critical Gas Assets prior to receiving an APA Group 'Authority to Work' permit and an APA Group representative is present





### Rates applicable to APA on-site representation for supervision or location

Item	Rate
Site Watch - Normal Hours	\$143.42 (hr)
Site Watch - After Hours	\$175.06 (hr)
Electronic Locate – Normal Hours	\$143.42 (hr)
Electronic Locate – After Hours	\$175.06 (hr)
Cancellation	2 hrs (where less than 1 business day notice is provided)
Mains Proving	As quoted by APA

#### Notes:

- All prices are exclusive of GST
- All partial hours will be charged at a full hour rate for the first hour, 1hr minimum charge.
- Cancellations must be received 1 business day prior to the booked supervision otherwise a 2hr charge will be incurred.
- Contact us for State specific hours of business.

### **APA CHANGE NOTIFICATION**

The map below may have different symbols to those you are familiar with.

APA recently upgraded the asset mapping software utilised for Dial Before You Dig requests.

To avoid confusion, please carefully review the legend along with the map.

Please direct any questions to <a href="mailto:DBYDNetworksAPA@apa.com.au">DBYDNetworksAPA@apa.com.au</a>



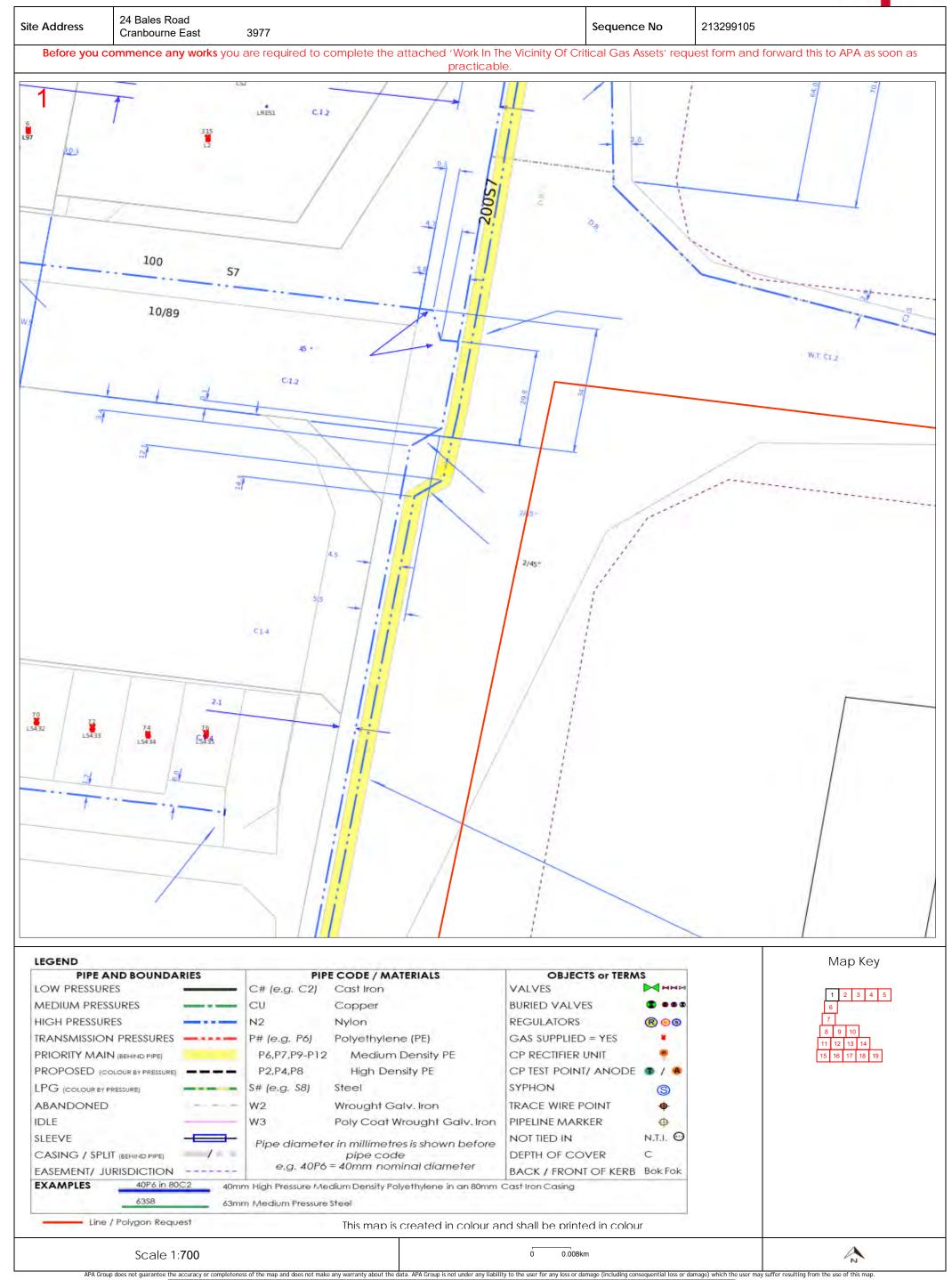


Site Address	24 Bales Road Cranbourne East 3977		Sequence No	213299105		
Name	Angelina Bosnjak					
Email	abosnjak@kleinfelder.d	com				
abosnjak@kleinfelder.com  Alamanda Najara						
Scale 1: <b>7</b> 5	500	2	Enquiry Area	Map Key Area		

APA Group does not guarantee the accuracy or completeness of the map and does not make any warranty about the data. APA Group is not under any liability to the user for any loss or damage (including consequential loss or damage) which the user may suffer resulting from the use of this map.











Site Address

24 Bales Road
Cranbourne East

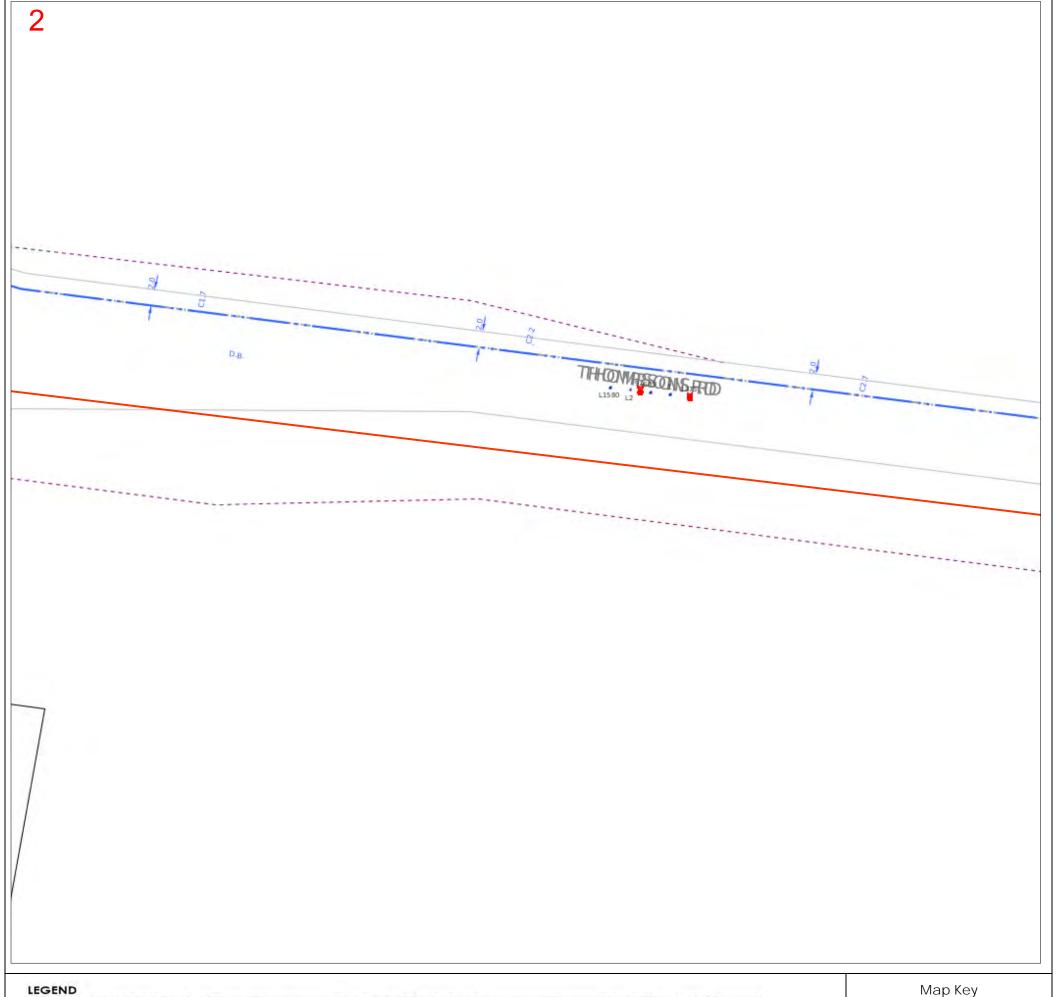
3977

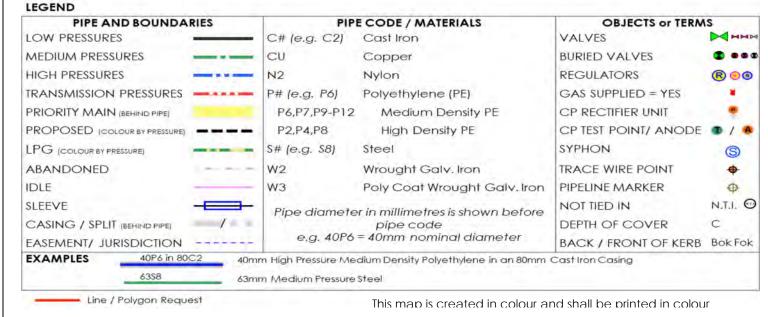
Sequence No

213299105

Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as

practicable





Scale 1:700



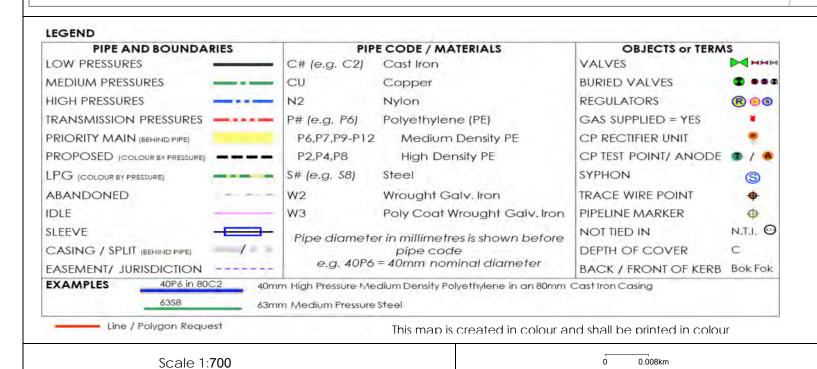
N

0.008km





24 Bales Road Site Address 213299105 Sequence No Cranbourne East 3977 Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as practicable 3 180P7 511607 9 17212729 3 112325 D.B.





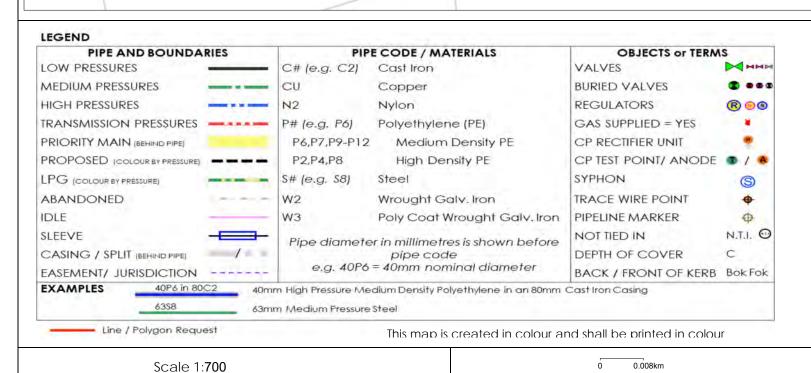
Map Key

N ata. APA Group is not under any liability to the user for any loss or damage (including consequential loss or damage) which the user





24 Bales Road Site Address Sequence No 213299105 Cranbourne East 3977 Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as practicable 4 180P7 D.B.







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24 Bales Road Site Address 213299105 Sequence No Cranbourne East 3977 Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as practicable. 5 125P7 R. C1.7 LEGEND Map Key **OBJECTS or TERMS** PIPE AND BOUNDARIES PIPE CODE / MATERIALS LOW PRESSURES Cast Iron C# (e.g. C2) VALVES MEDIUM PRESSURES CU **BURIED VALVES** Copper HIGH PRESSURES N2 Nylon REGULATORS TRANSMISSION PRESSURES ----Polyethylene (PE) GAS SUPPLIED = YES P# (e.g. P6) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT PRIORITY MAIN (BEHIND PIPE) P2,P4,P8 PROPOSED (COLOUR BY PRESSURE) -High Density PE CP TEST POINT/ ANODE . / . LPG (COLOUR BY PRESSURE) SYPHON Steel S# (e.g. \$8) S ABANDONED W2 Wrought Galv. Iron TRACE WIRE POINT 0 Poly Coat Wrought Galv. Iron IDLE W3 PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before DEPTH OF COVER CASING / SPLIT (BEHIND PIPE) 1 pipe code C e.g. 40P6 = 40mm nominal diameter BACK / FRONT OF KERB Bok Fok EASEMENT/ JURISDICTION -----EXAMPLES 40P6 in 80C2 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour

Scale 1:700

0.008km

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24 Bales Road Site Address 213299105 Sequence No Cranbourne East 3977 Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as 6 20057 C1.2 2.1 C.1.2 C0.5 20057 200W.S. 15057 20057 50P6 LEGEND Map Key PIPE AND BOUNDARIES PIPE CODE / MATERIALS **OBJECTS or TERMS** LOW PRESSURES C# (e.g. C2) Cast Iron VALVES MEDIUM PRESSURES CU **BURIED VALVES** Copper HIGH PRESSURES N2 Nylon REGULATORS TRANSMISSION PRESSURES ----GAS SUPPLIED = YES P# (e.g. P6) Polyethylene (PE) PRIORITY MAIN (BEHIND PIPE) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT CP TEST POINT/ ANODE . / 8 PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE LPG (COLOUR BY PRESSURE) SYPHON Steel S# (e.g. S8) S ABANDONED Wrought Galv. Iron W2 TRACE WIRE POINT 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before DEPTH OF COVER 1 CASING / SPLIT (BEHIND PIPE) pipe code C e.g. 40P6 = 40mm nominal diameter EASEMENT/ JURISDICTION -----BACK / FRONT OF KERB Bok Fok 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing EXAMPLES 40P6 in 80C2 63mm Medium Pressure Steel

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0.008km

Line / Polygon Request

Scale 1:700





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This map is created in colour and shall be printed in colour

0.008km

Line / Polygon Request

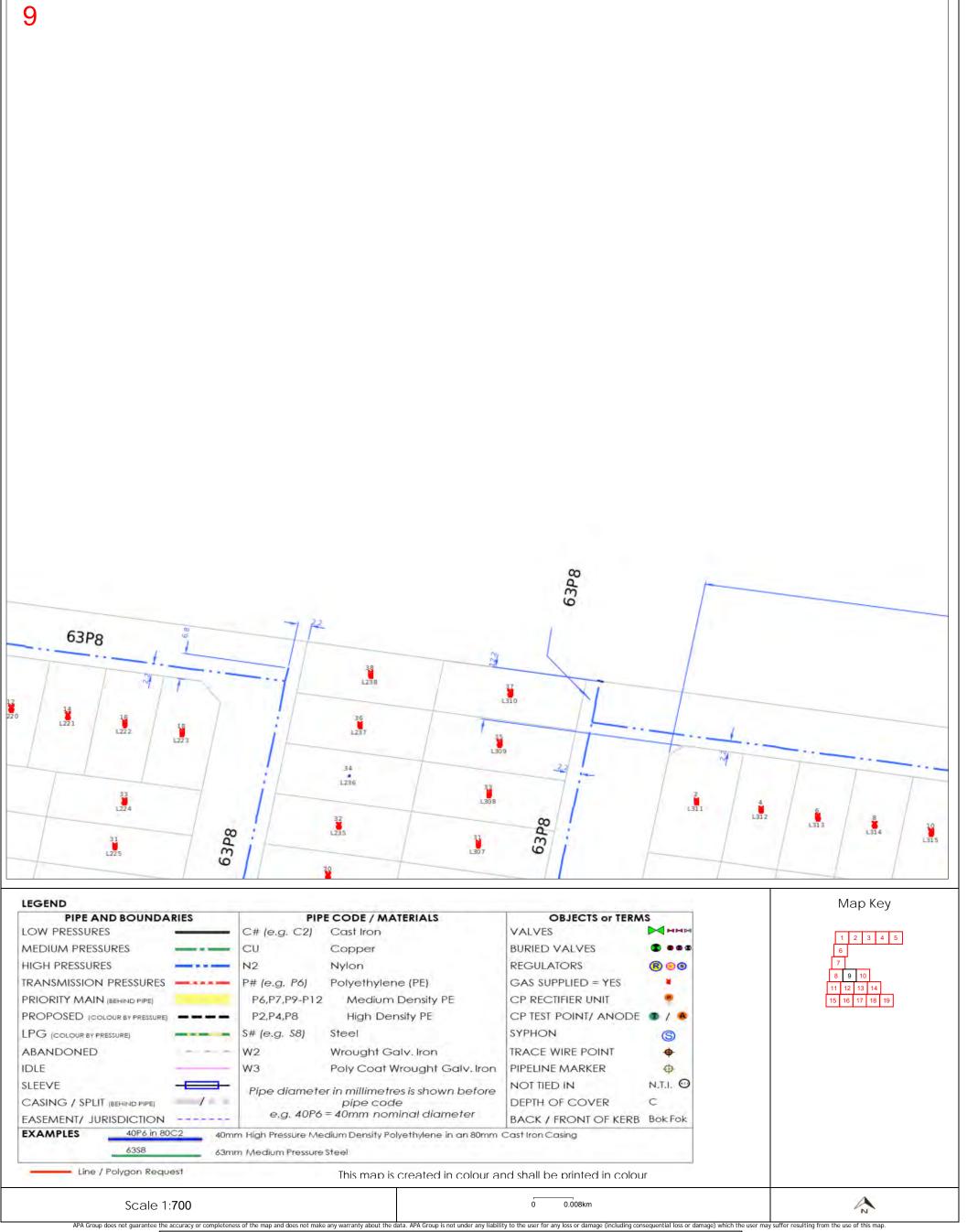
Scale 1:700





Site Address 24 Bales Road Cranbourne East 3977 Sequence No 213299105

**Before you commence any works** you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as practicable.







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24 Bales Road Site Address 213299105 Sequence No Cranbourne East 3977 Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as practicable. 10 63P8 BALES RD 63P8 12 L316 14 L317 LEGEND Map Key PIPE AND BOUNDARIES PIPE CODE / MATERIALS **OBJECTS or TERMS** LOW PRESSURES Cast Iron C# (e.g. C2) VALVES MEDIUM PRESSURES CU **BURIED VALVES** Copper HIGH PRESSURES N2 Nylon REGULATORS TRANSMISSION PRESSURES ----GAS SUPPLIED = YES P# (e.g. P6) Polyethylene (PE) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT PRIORITY MAIN (BEHIND PIPE) PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / . LPG (COLOUR BY PRESSURE) SYPHON Steel S# (e.g. S8) S ABANDONED W2 Wrought Galv. Iron TRACE WIRE POINT 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before DEPTH OF COVER CASING / SPLIT (BEHIND PIPE) 1 pipe code C e.g. 40P6 = 40mm nominal diameter BACK / FRONT OF KERB Bok Fok EASEMENT/ JURISDICTION -----EXAMPLES 40P6 in 80C2 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour

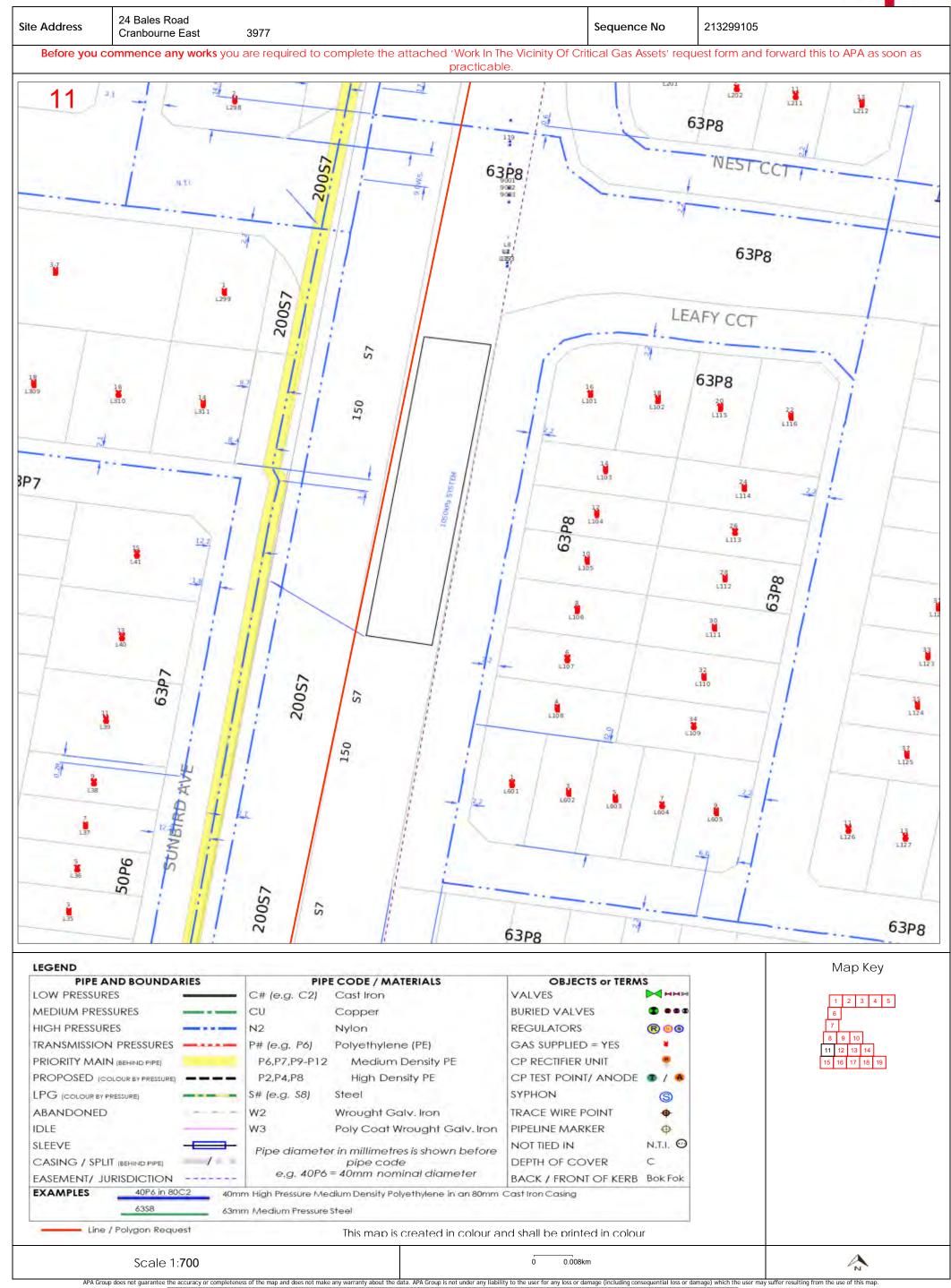
Scale 1:700

0.008km

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24 Bales Road Site Address Sequence No 213299105 Cranbourne East 3977 Before you commence any works you are required to complete the attached 'Work In The Vicinity Of Critical Gas Assets' request form and forward this to APA as soon as practicable 1226 LZ26 29 1306 12 L340 16 L215 L339 Z8 L233 1227 27 1305 26 L232 6398 63P8 63p8 1343 18 L342 MARSHYAVE 21 117 L139 L401 L403 L118 17 L138 20 L140 PEPPER ST 63P8 15 L137 SPI 18 L141 27 L120 13 L136 16 L142 L467 2 1 1469 L470 11 L135 L471 14 143 L472 13 L466 3 8dE9 63P8 12 L144 L134 10 1145 L481 7 L133 L480 L479 L478 477 1146 63P8 1.132 1463 63P8 L147 L131 10 552 L148 15 L128 L553 L551 L550 17 L549 130 L130 21 1149 23 L150 25 L503 27 1502 8dE0 L55.5 LEGEND Map Key PIPE AND BOUNDARIES PIPE CODE / MATERIALS **OBJECTS or TERMS** LOW PRESSURES C# (e.g. C2) Cast Iron VALVES BURIED VALVES MEDIUM PRESSURES CU Copper HIGH PRESSURES N2 Nylon REGULATORS TRANSMISSION PRESSURES -Polyethylene (PE) GAS SUPPLIED = YES P# (e.g. P6) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT PRIORITY MAIN (BEHIND PIPE) PROPOSED (COLOUR BY PRESSURE) P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / . LPG (COLOUR BY PRESSURE) SYPHON S# (e.g. S8) Steel S ABANDONED Wrought Galv. Iron TRACE WIRE POINT W2 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before CASING / SPLIT (BEHIND PIPE) 1 pipe code DEPTH OF COVER C e.g. 40P6 = 40mm nominal diameter EASEMENT/ JURISDICTION -----BACK / FRONT OF KERB Bok Fok EXAMPLES 40P6 in 80C2 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour N Scale 1:700 0.008km ata. APA Group is not under any liability to the user for any loss or damage (including consequential loss or damage) which the user





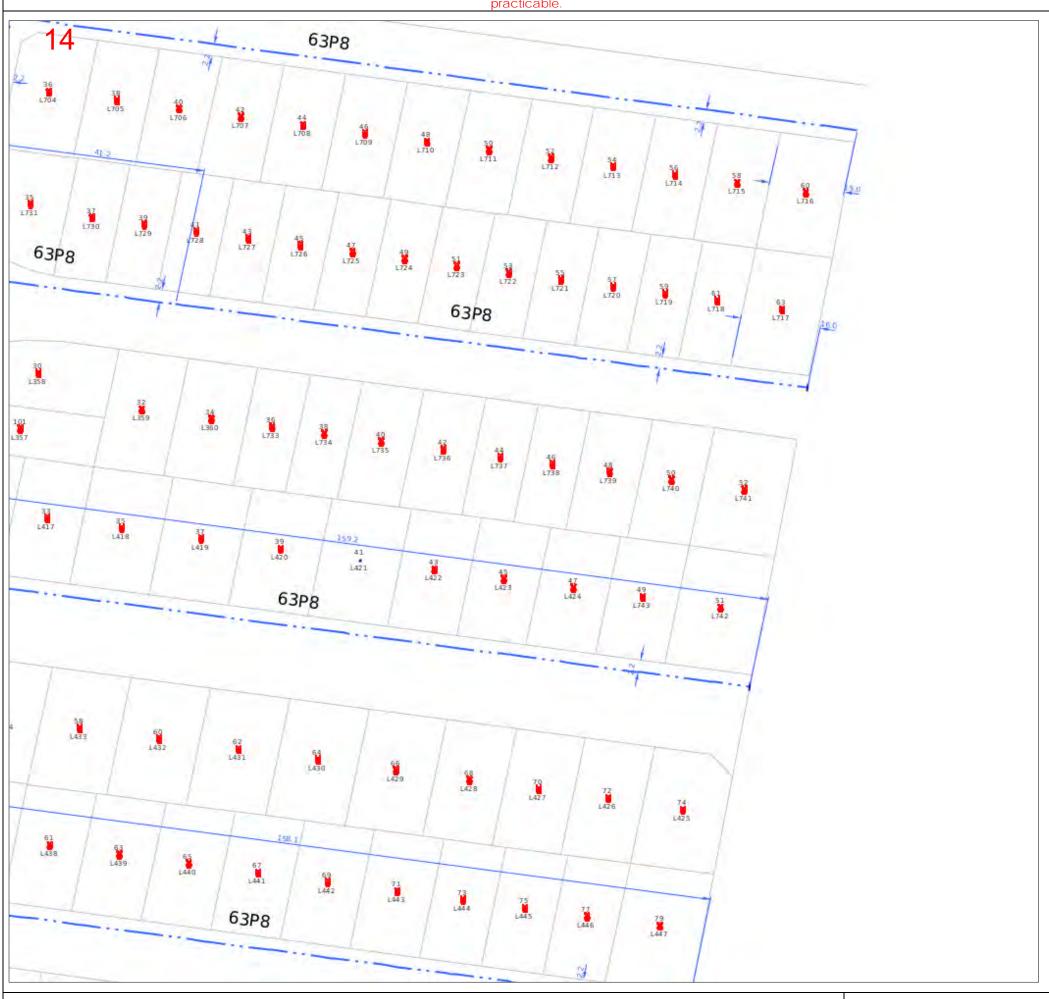
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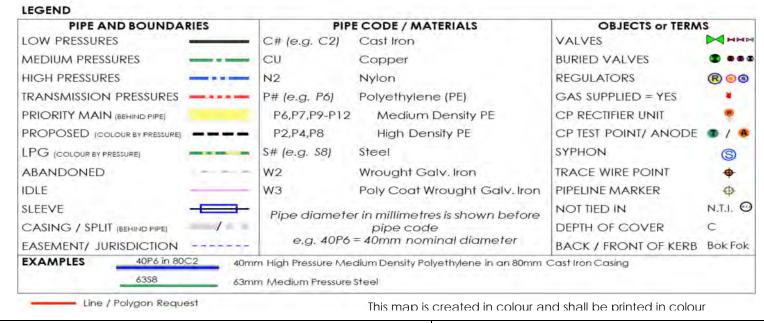




24 Bales Road Site Address 213299105 Sequence No Cranbourne East 3977

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Scale 1:700



Map Key



N

0.008km





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0.008km

Line / Polygon Request

Scale 1:700





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0.008km

63mm Medium Pressure Steel

Line / Polygon Request

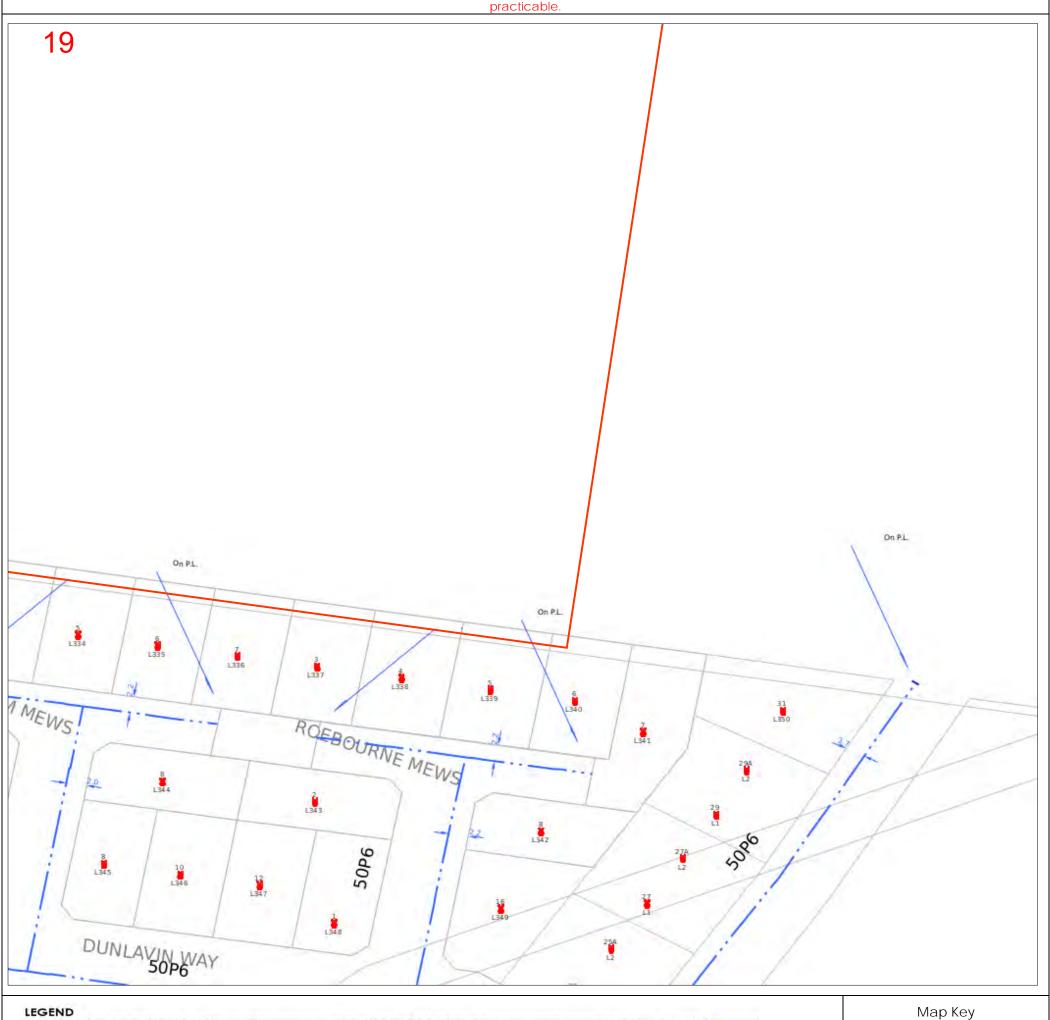
Scale 1:700

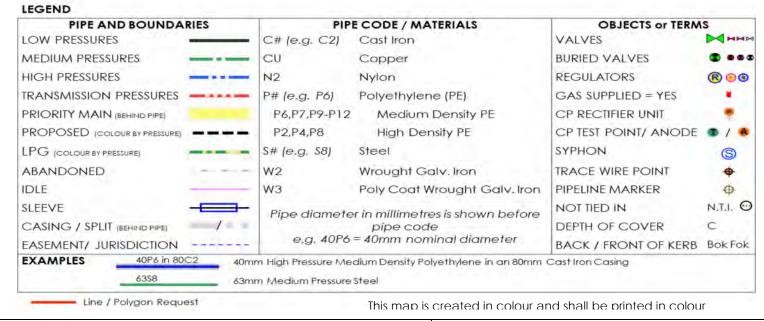




Site Address 24 Bales Road Cranbourne East 3977 Sequence No 213299105

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Scale 1:700 0.008km

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### WORK IN THE VICINITY OF CRITICAL GAS ASSETS

### It is your responsibility to read and complete this request form

- 1. This request form must be received by the APA Group via the options below at least <u>2 business days</u> prior to excavation or site location work commencement
- 2. Excavation / works must not commence on site until you have received a 'Authority to Work Permit' from the APA Group
- 3. This request form must be accompanied by a detailed schedule of works
- 4. Penalties apply to excavators commencing work in the vicinity of Critical Gas Assets **prior to receiving an APA Group 'Authority to Work Permit'**

For further information refer to:-

- NSW Gas Supply Act 1996 Sec 64 C, Requirements in relation to carrying out of certain excavation work
- Victoria: Pipelines Act 2005 Section 118, Digging near pipelines and Section 119, Interference with pipeline
- South Australia: Gas Industry Act 1997 Section 83, Notice of work that may affect gas infrastructure.
- Northern Territory: Energy Pipelines Act as in force at 8 March 2007 Section 66, Threat to pipeline.

**Return to:** DBYDNetworksAPA@apa.com.au

**Enquiries:** 

Should you have any questions with regards to the attached information please contact our Dial Before You Dig officer - 1800 085 628.

### Work / Excavation Site Details:

Number:	Street:					
Suburb:		State:				
Sequence Number: 213299105						
Requestors Name:						
Company Name:						
Name of Authorised Company Site Representative:						
Email:						





					Mobile:			
Signature:					1			
Description of	Work	/ Excava	tion:					
Activity/Excavati	on Deta	ails:						
Tick Applicable	e Box							
Excavation					change to su	ırface level		
Service crossing					oring			
Proving					Other (provide d	etails)		
Earthworks					·			
	T 7							
Excavator Size,	Tooth 1	Type & Toot	h Size	(provide details)				
Excavator Size,	Tooth 1	Type & Toot	h Size	(provide details)				
Excavator Size,  Work / Excava					:	<u>Yes</u>	<u>No</u>	
Work / Excava	ation I	Drawings .			:	<u>Yes</u>	<u>No</u>	
	ation I	Drawings .	Attac		:	<u>Yes</u>	<u>No</u> To	
Work / Excava	ation I	Drawings ,	Attac			<u>Yes</u> Date		ne
Work / Excava	ation I	Drawings . d Times: From	Attac	ched (circle)			То	
Work / Excava	ation I	Drawings of Times: From	Attac	ched (circle)	ne am/pm	Date	То	am/pm
Work / Excava	ation I	Drawings Ad Times: From Dat	Attac	ched (circle)	ne am/pm	Date / /	To Tim	am/pm
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Work / Excava	es and	Drawings Ad Times: From Dat / Dat /	Attac	Tim  Class 2	am/pm ne am/pm	Date / / Date / /	To Tim	am/pm e am/pm
Work / Excava Proposed Date Excavation Backfill	es and	Drawings Ad Times: From Dat / Dat /	Attac	thed (circle)	am/pm ae am/pm in 3m of a	Date / / Date / / Class 3 Works involvin vibrations or b	To Tim  g large excava plasting beyond	am/pm e am/pm
Work / Excava Proposed Date Excavation Backfill Work is as-	es and	Drawings Ad Times: From Dat / Dat / ss 1	Attac	Tim  Class 2  Works with	am/pm ae am/pm in 3m of a	Date / / Date / / Class 3 Works involvin	To Tim  g large excava plasting beyond	am/pm e am/pm
Work / Excava Proposed Date Excavation Backfill Work is as-	es and Class Work	Drawings Ad Times: From Dat / Dat / ss 1 ss crossing a sal gas asse	Attac	Tim  Class 2  Works with	am/pm ae am/pm in 3m of a	Date / / Date / / Class 3 Works involvin vibrations or b	To Tim  g large excava plasting beyond	am/pm e am/pm
Work / Excava Proposed Date Excavation  Backfill  Work is assessed as:	Clas Work critic	Drawings Ad Times: From Dat / Dat / ss 1 ss crossing a sal gas asse	Attac	Tim  Class 2  Works with	am/pm ae am/pm in 3m of a a sasset	Date / / Date / / Class 3 Works involvin vibrations or b	To Tim  g large excava plasting beyond	am/pm e am/pm





### Third Party Works Authorisation requested by (mandatory fields required for invoicing):

Company/Biller Name:				
Billing Address:				
Purchase Order:	Billing Email:			
Biller Phone:				
Requestors Name:	Requesters Signature:			

### **NOTES**

- 5. This Authority to Work applies only to work in the vicinity of the Gas Mains. It does not authorise work near or on the Gas Mains itself
- 6. A minimum of 2 business days must be allowed between receipt by APA Group of this Request and a response. However, more time for notification may be necessary
- 7. For any gas leak related work this application must be accompanied by a detailed sequence of events, outlining all aspects of work involved and work is not permitted until an Authority to Work is issued
- 8. For class 1 and 2 Dial Before You Dig, APA Group will arrange for an inspector to be on site as necessary during the work. An inspector must be present at all times for works involving excavation within 1m of the Gas Mains. APA Group will advise the requirement for an inspector for other works within 3m of the Gas Mains
- 9. The applicant is responsible for any damage resulting from the work and all consequential damages and losses arising from such damage and therefore must insure against every liability of the contractor in respect of or arising out of any loss of life, loss of or damage to property of person (both real and personal), arising out of or in any way connected to this permit
- 10. Rates applicable to APA on-site representation for supervision or location exclude GST.



## Dial Before You Dig (DBYD)

### **Asset Location Information**

### **Enquiry Details**

Utility ID 20960

Sequence Number 213299106

Enquiry Date 05/07/2022

Response ASSETS AFFECTED

Works Address 24 Bales Road

Cranbourne East

Location in Road Road, Nature Strip, Footpath

Activity Non-Destructive Digging

### **Enquirer Details**

Customer ID 3115974

Contact Angelina Bosnjak

Company Angelina Bosnjak

Email abosnjak@kleinfelder.com

Phone +61400499488

### **Permit Requirements**

A Vehicle crossing permit or Working within the road reserve permit may be required to undertake intrusive digging within the City of Casey, please refer to our website for more information

https://www.casey.vic.gov.au/apply-vehicle-crossings-permit

https://www.casey.vic.gov.au/apply-working-within-road-reserve-permit



Requirements to apply for a consent are nominated in the Road Management (Works and infrastructure) Regulations 2015.

### **Asset Location Information**

The attached plans show the approximate location of the City of Casey underground assets located near your enquiry area.

This advice is valid for 28 days from the date of issue of this document.

Please review the information provided and if you have any further questions please contact the City of Casey Engineering and Asset Management Department on 9705 5200.

### **Warning**

The City of Casey makes no warranty as to the accuracy or completeness of the enclosed plans and does not assume any duty of care to you nor any responsibility for the accuracy, adequacy, suitability or completeness of the plans or for any error, omission, lack of detail, transmission failure or corruption in the information provided.

The City of Casey does not accept any responsibility for any loss that you or anyone else may suffer in connection with the provision of these plans, however that loss may arise.

As the recipient of these plans, you must use your own care and diligence in carrying out your works and must carry out further surveys to accurately locate underground services at your work site. Visual locating of underground assets must be carried out by hand digging or using non-destructive water jet method (pot holing) where your construction activities may damage or interfere with City of Casey assets.

### **Asset Damage**

You will be held responsible for any damage you cause to City of Casey assets.

City of Casey will seek compensation for any loss caused by damage to its assets.

Damage to any City of Casey asset must be immediately reported to the City of Casey Works Centre on 9705 5200.

### **Asset Relocation**

You are not permitted to relocate, modify or alter any City of Casey asset without prior approval from Council.

Please contact the City of Casey on 9705 5200 for all enquiries relating to relocation of Council assets.

### **Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service) caseycc@casey.vic.gov.au

casey.vic.gov.au

facebook.com/CityOfCasey

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PO Box 1000 Narre Warren VIC 3805

### **Customer Service Centres**

Cranbourne

Cranbourne Park Shopping Centre

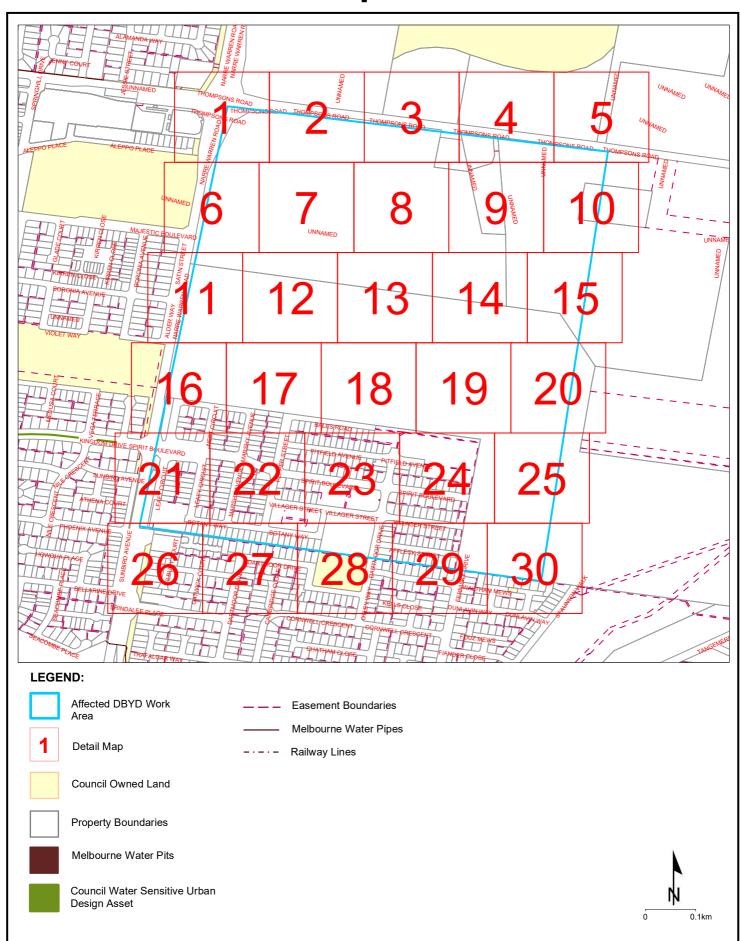
Narre Warren Magid Drive

Narre Warren South Amberly Park Shopping Centre



# Casey Overview Map

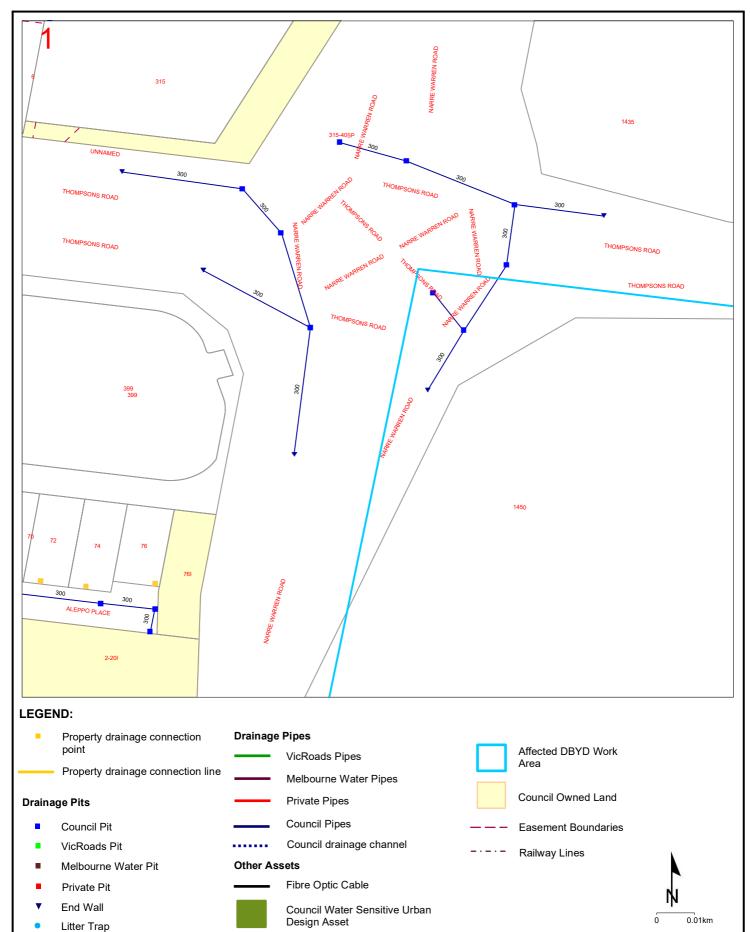
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### Disclaimer:

### **Sequence No:** 213299106

24 Bales Road Cranbourne East



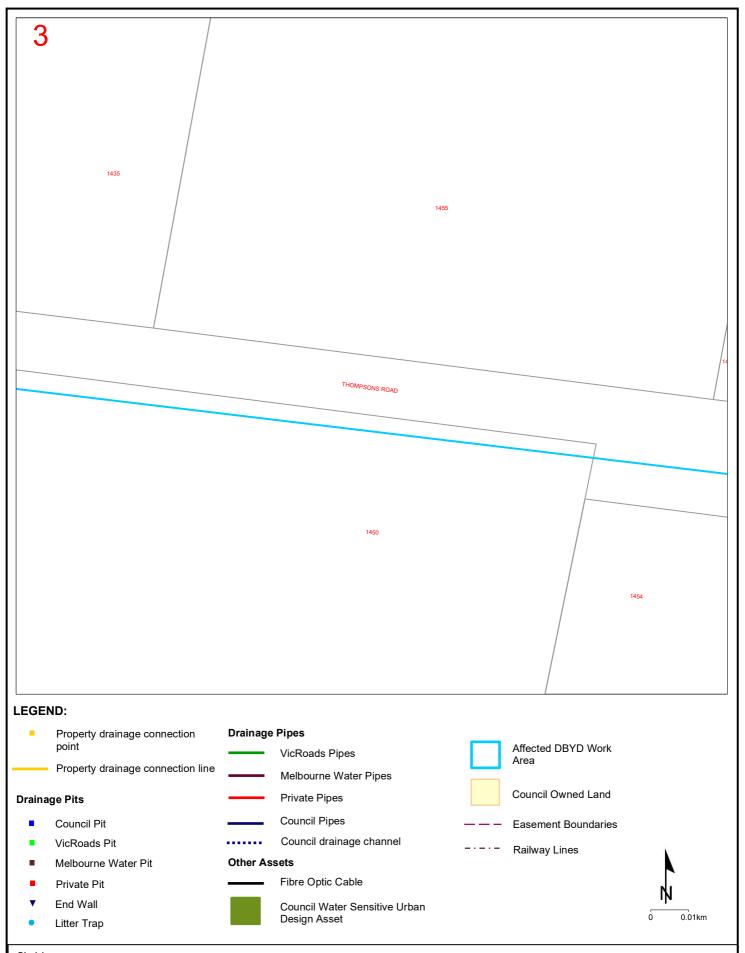
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THOMPSONS ROAD THOMPSONS ROAD THOMPSONS ROAD THOMPSONS ROAD LEGEND: **Drainage Pipes** Property drainage connection point Affected DBYD Work VicRoads Pipes Area Property drainage connection line Melbourne Water Pipes Council Owned Land Private Pipes **Drainage Pits** Council Pipes Council Pit **Easement Boundaries** Council drainage channel VicRoads Pit Railway Lines Melbourne Water Pit Other Assets Fibre Optic Cable Private Pit End Wall Council Water Sensitive Urban Design Asset Litter Trap

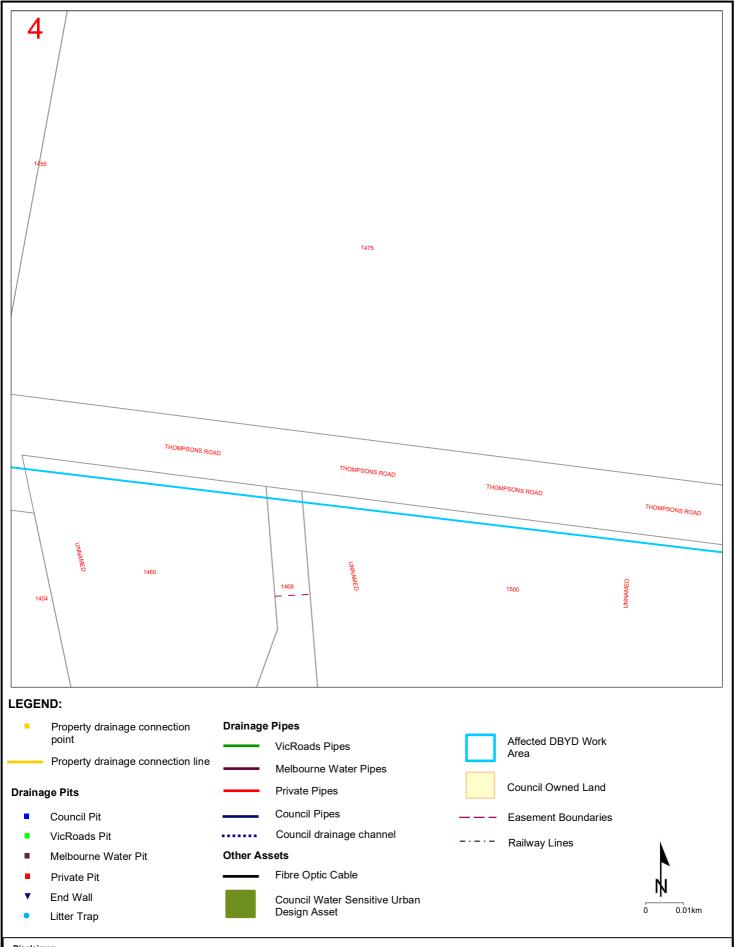
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### **Sequence No:** 213299106

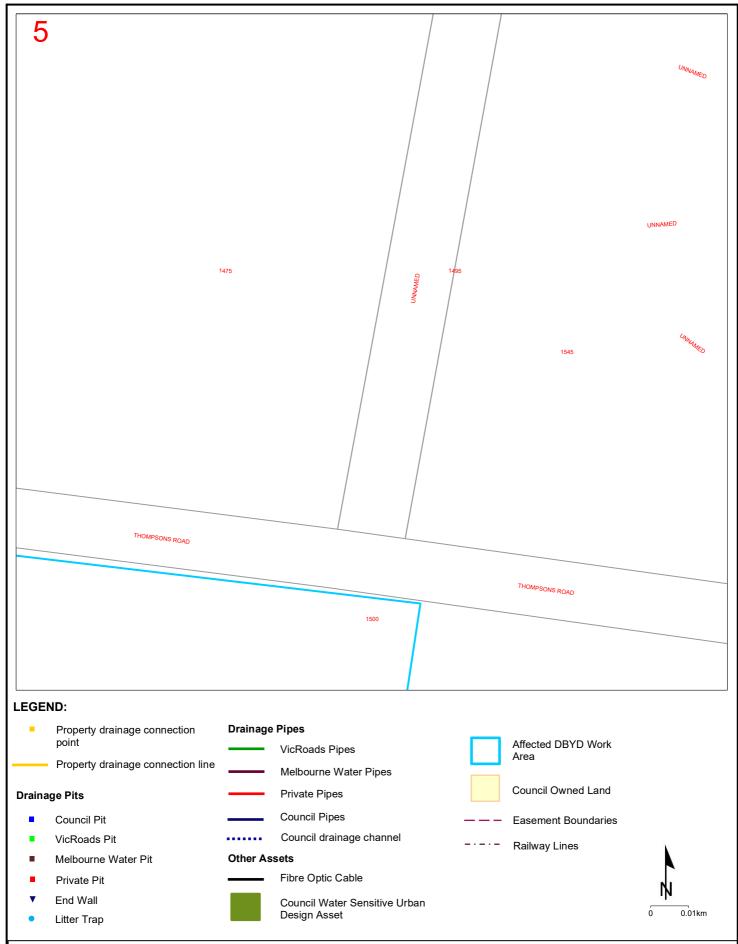
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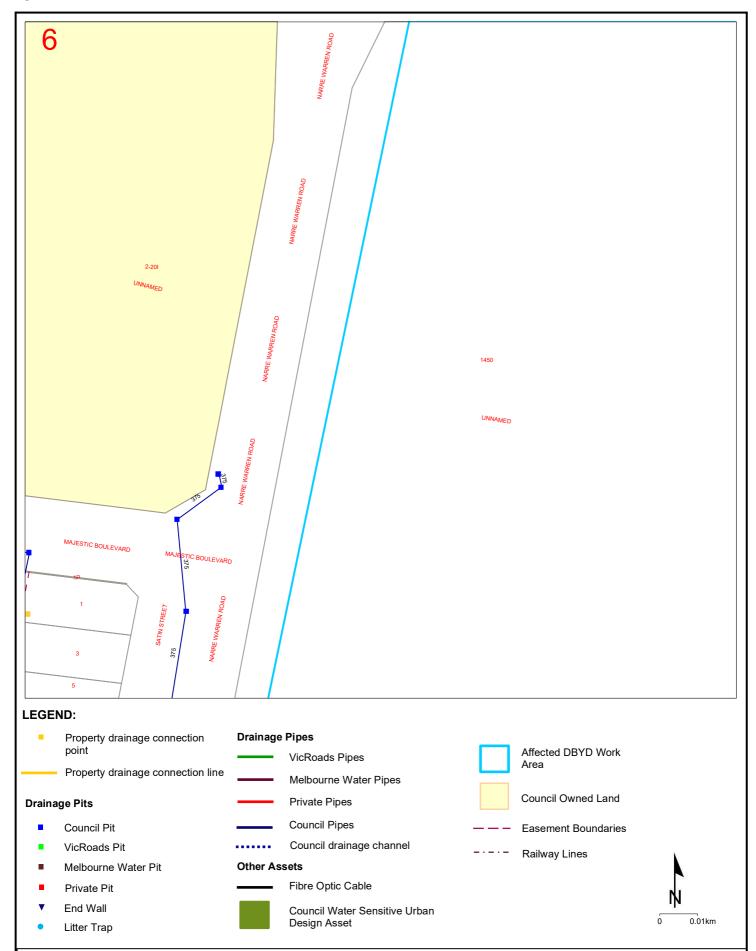
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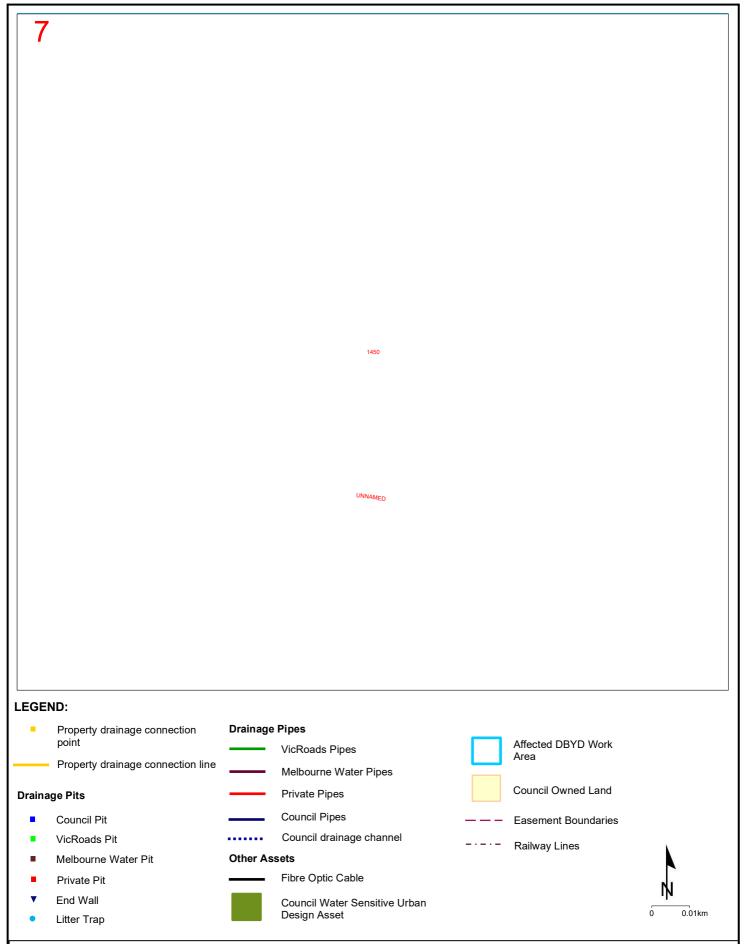
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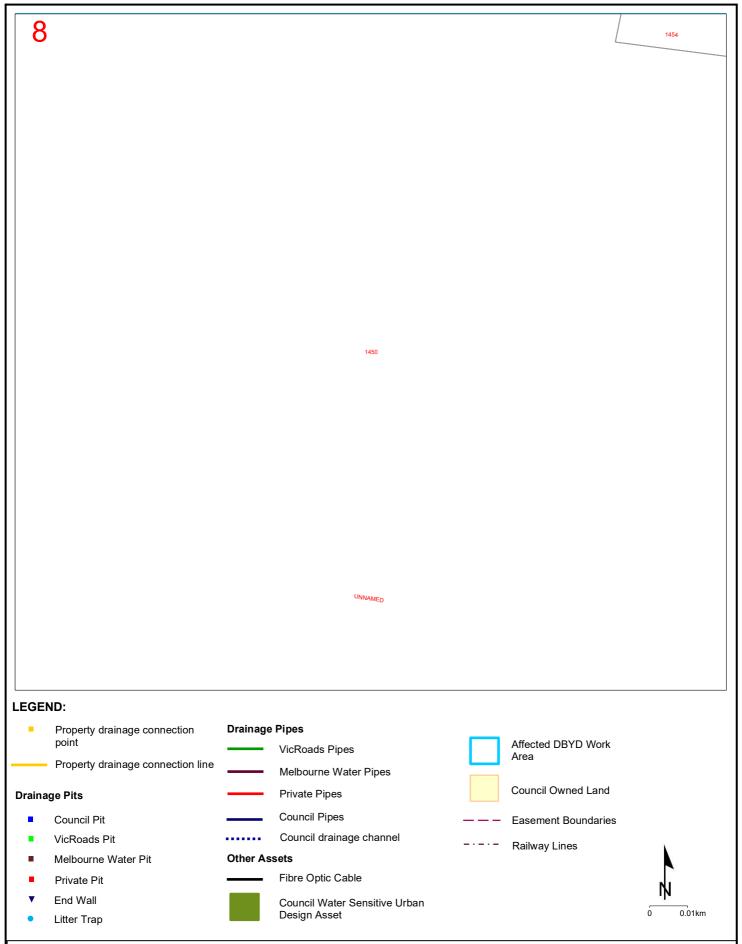
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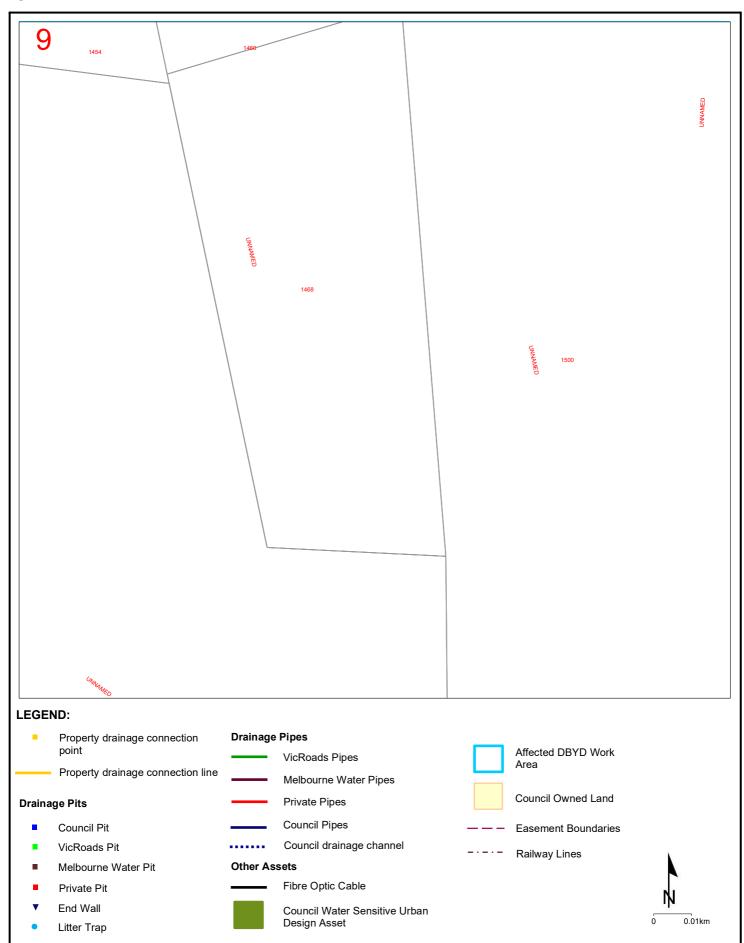
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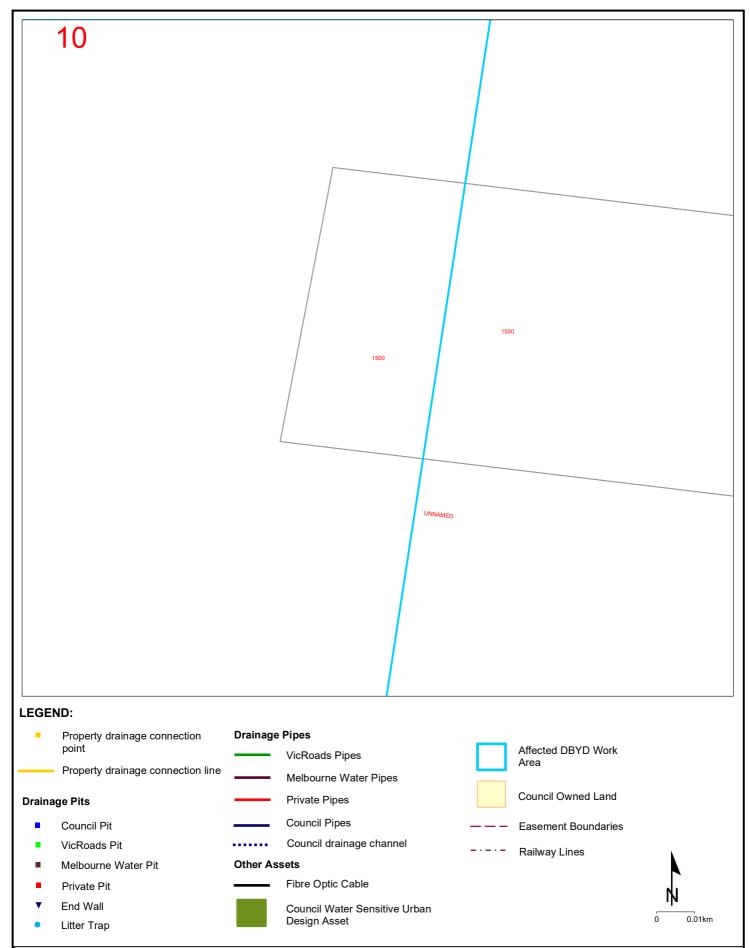
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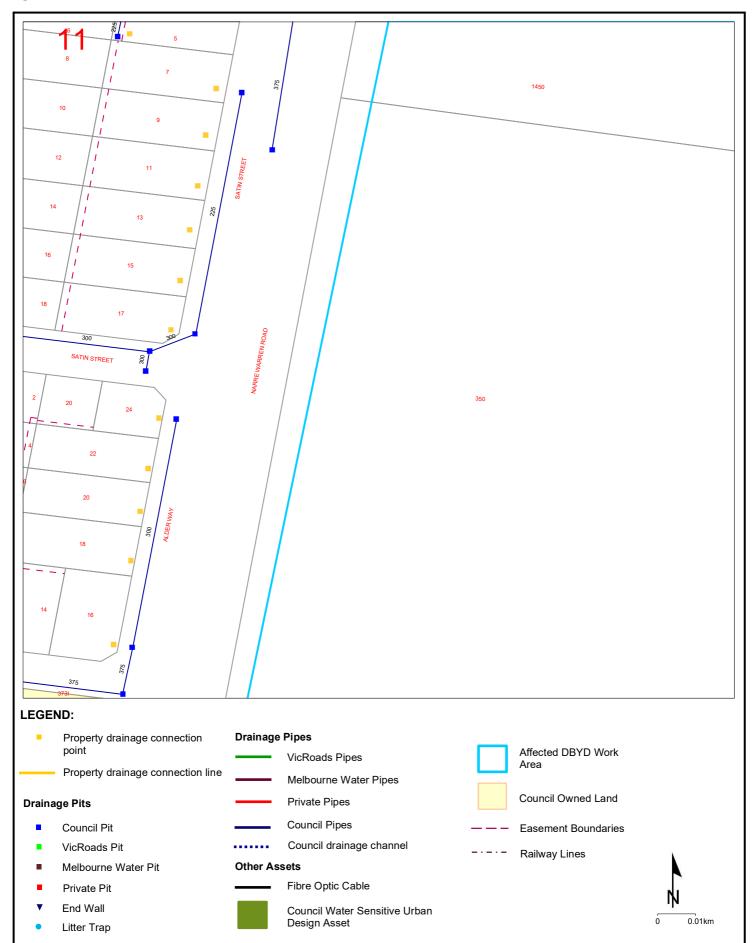
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### Disclaimer:

## **Sequence No:** 213299106 24 Bales Road Cranbourne East



### Disclaimer:

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- Melbourne Water Pit
- Private Pit
- End Wall
- Litter Trap

### Other Assets

Fibre Optic Cable

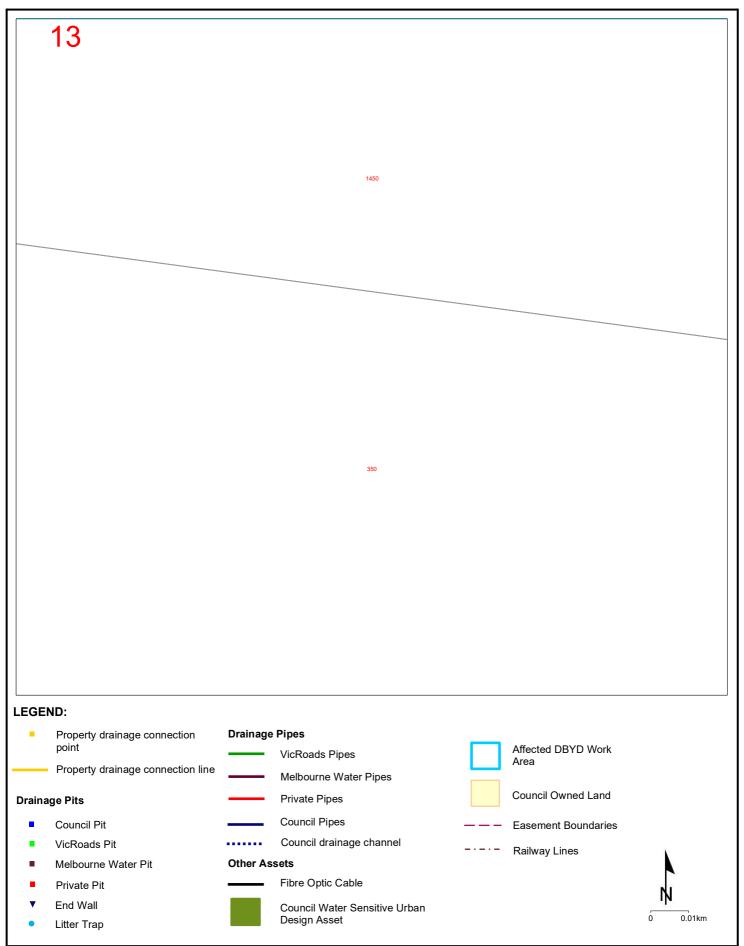
Council Water Sensitive Urban Design Asset





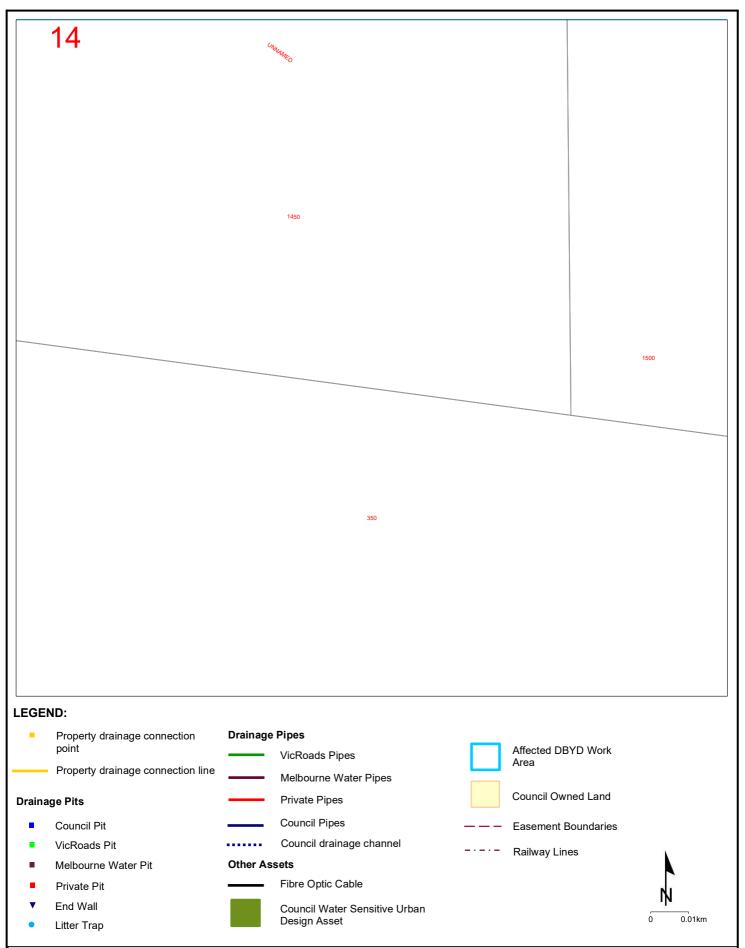
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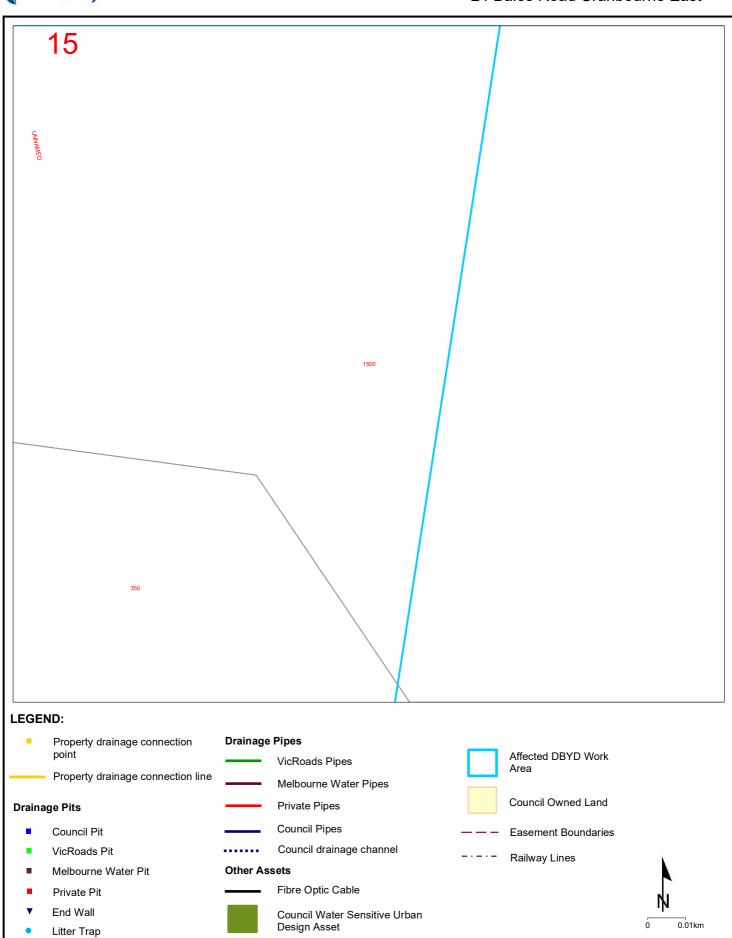
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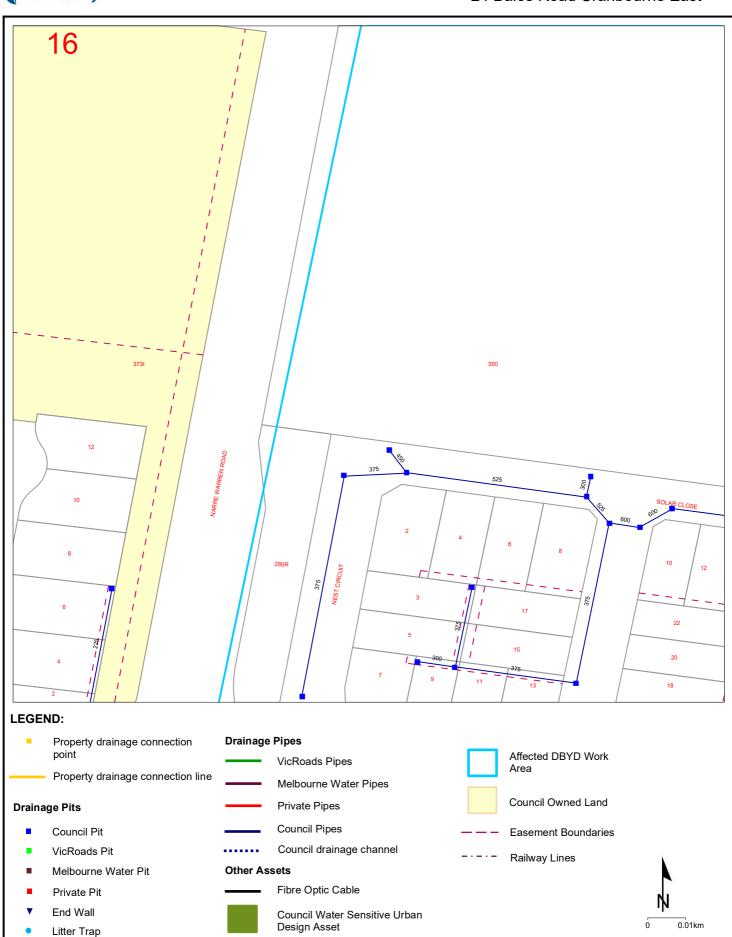
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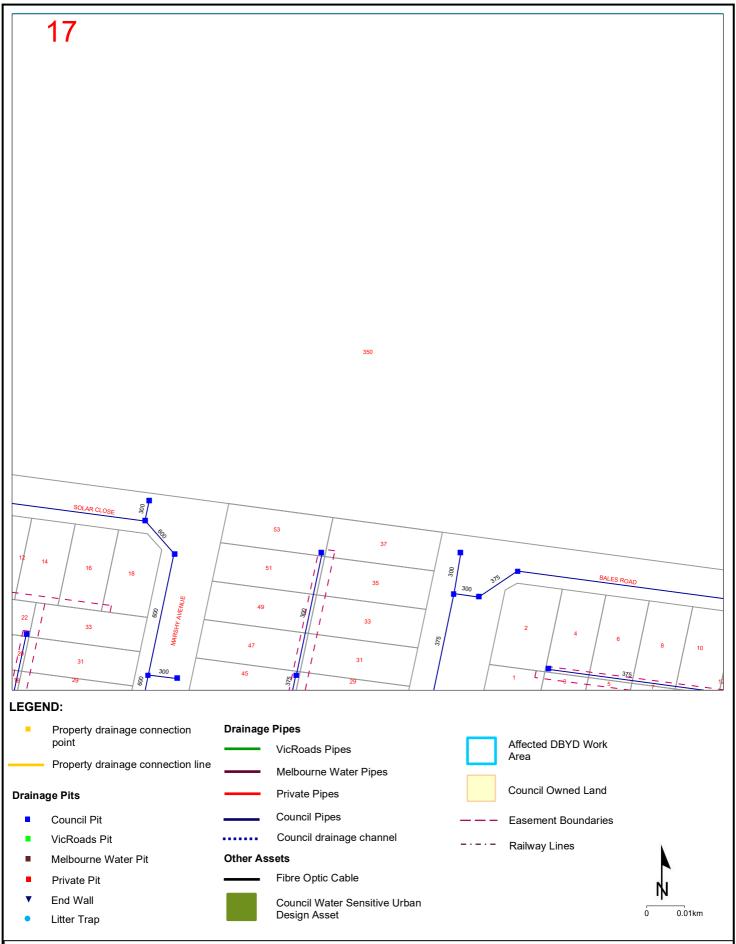
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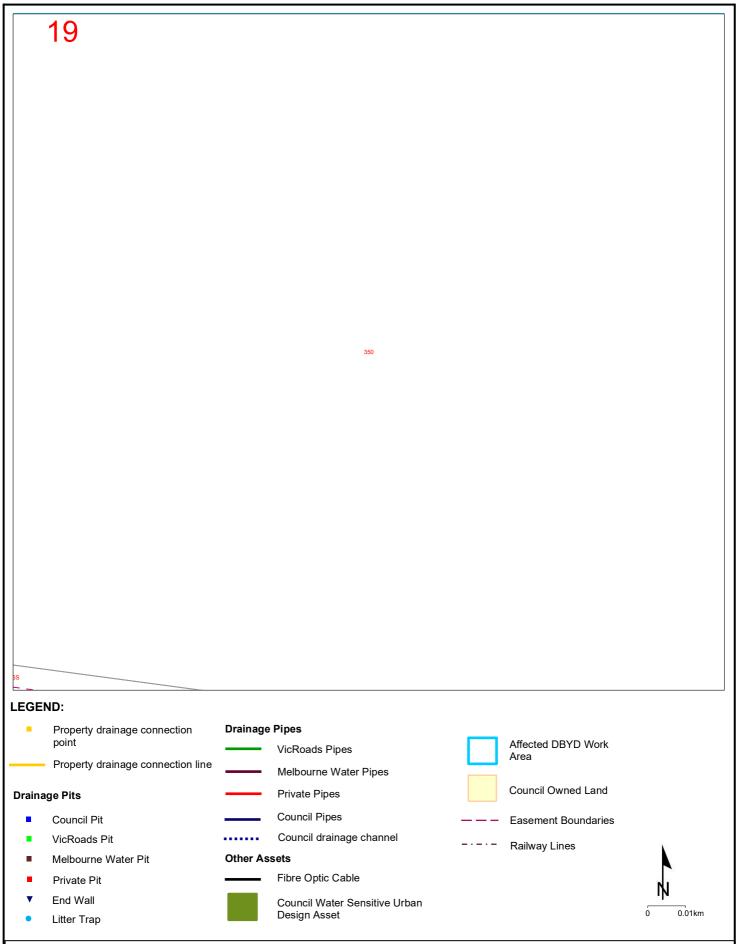
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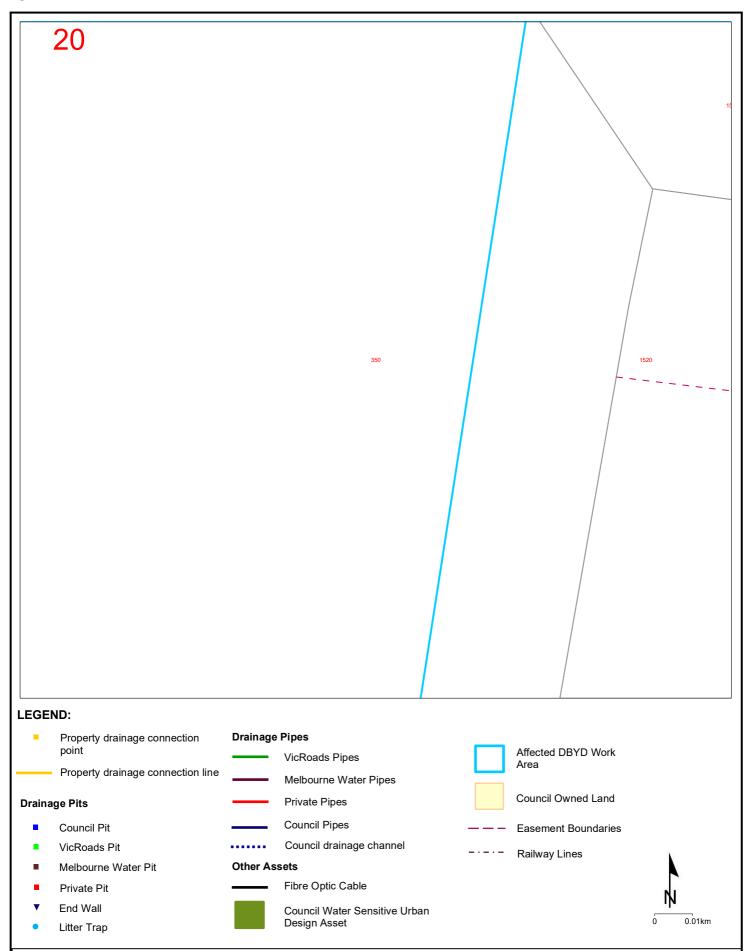
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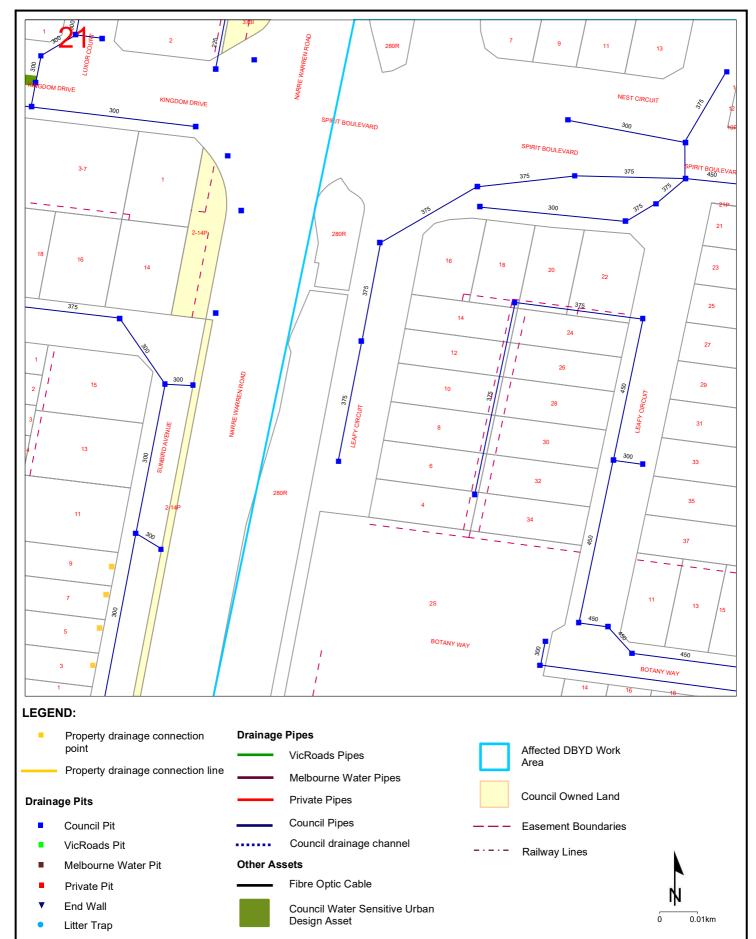
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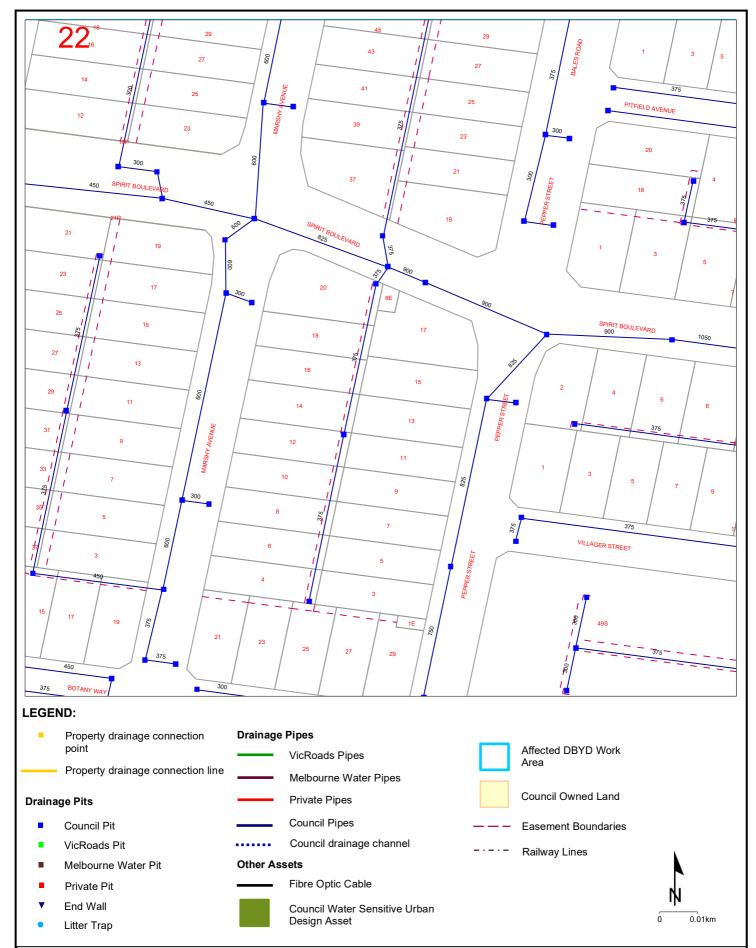
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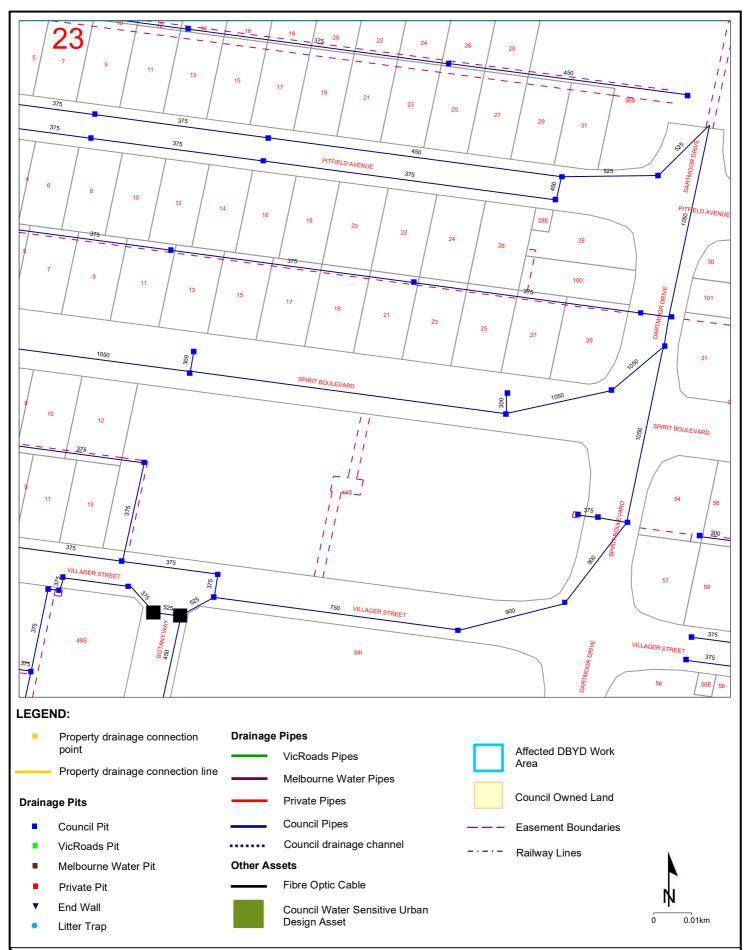
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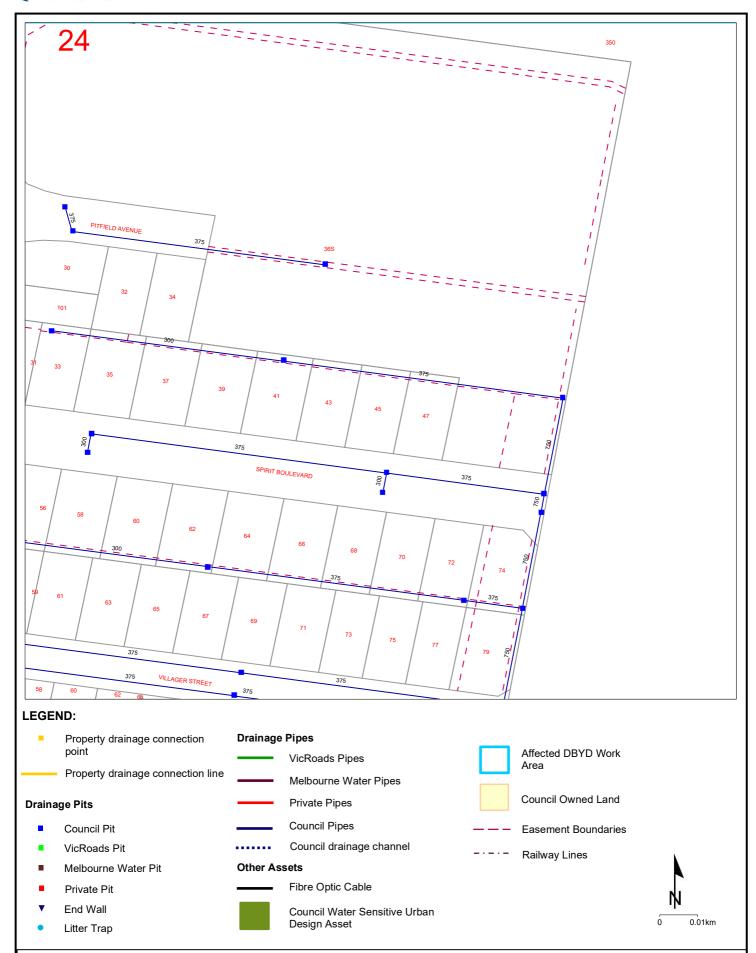
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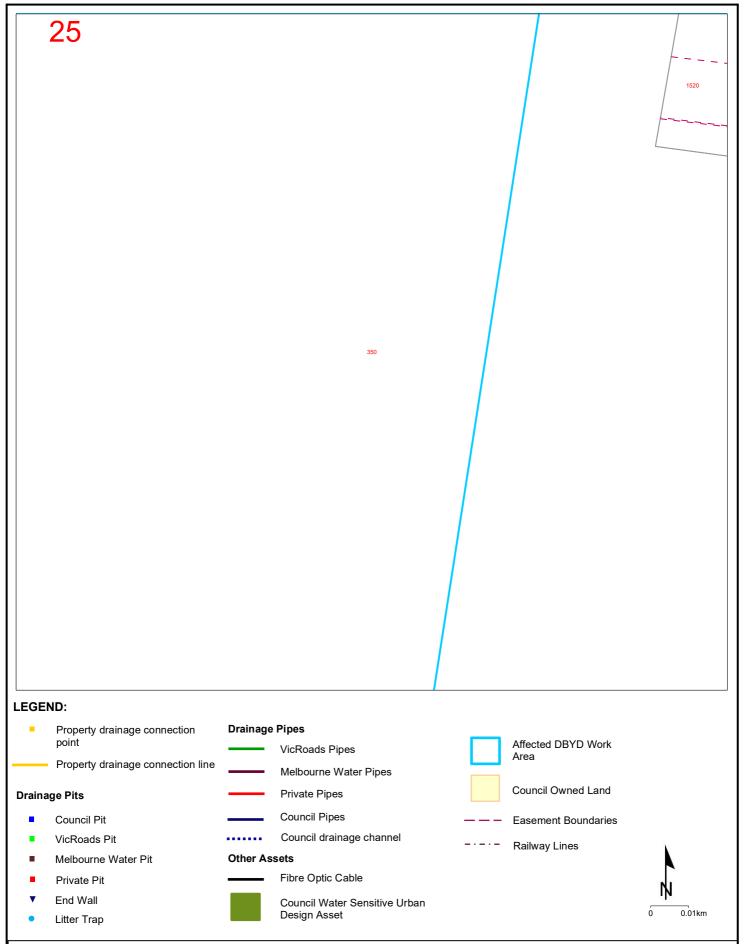
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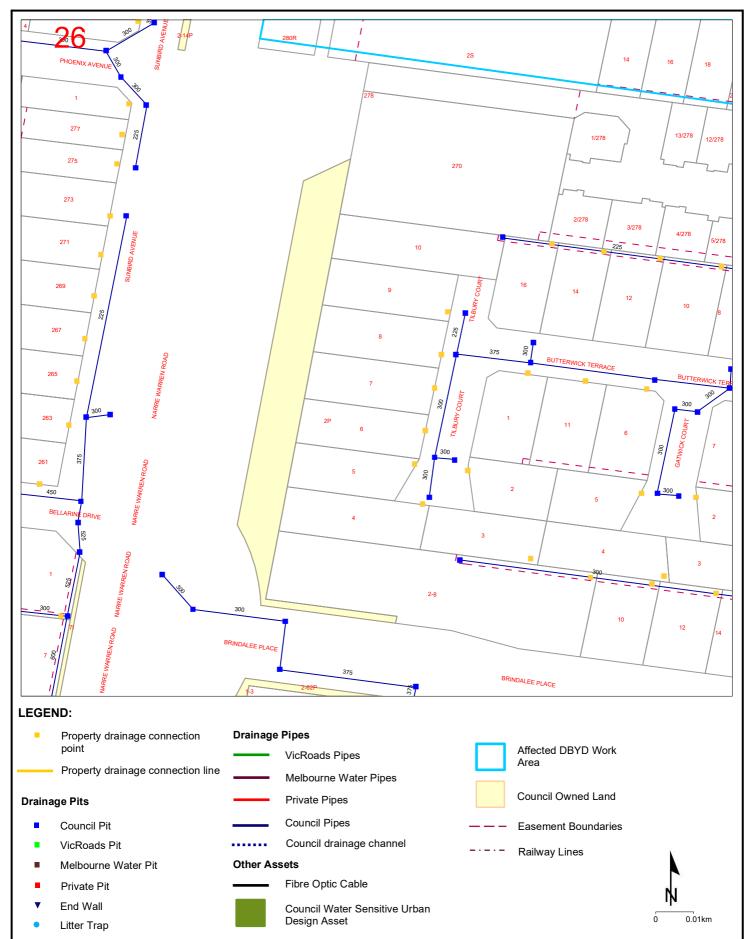
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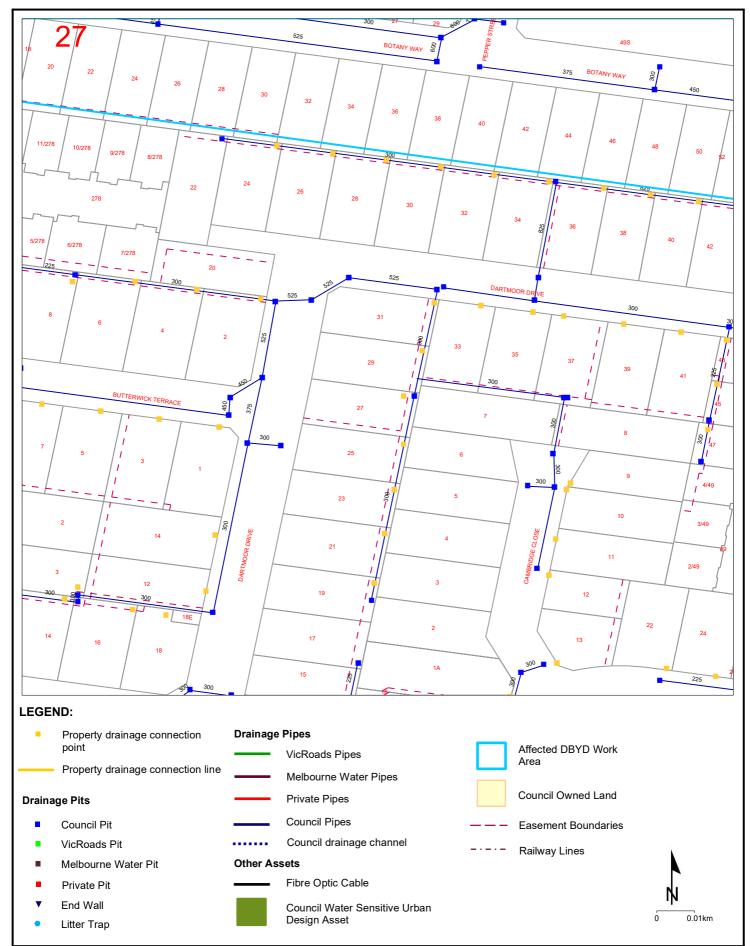
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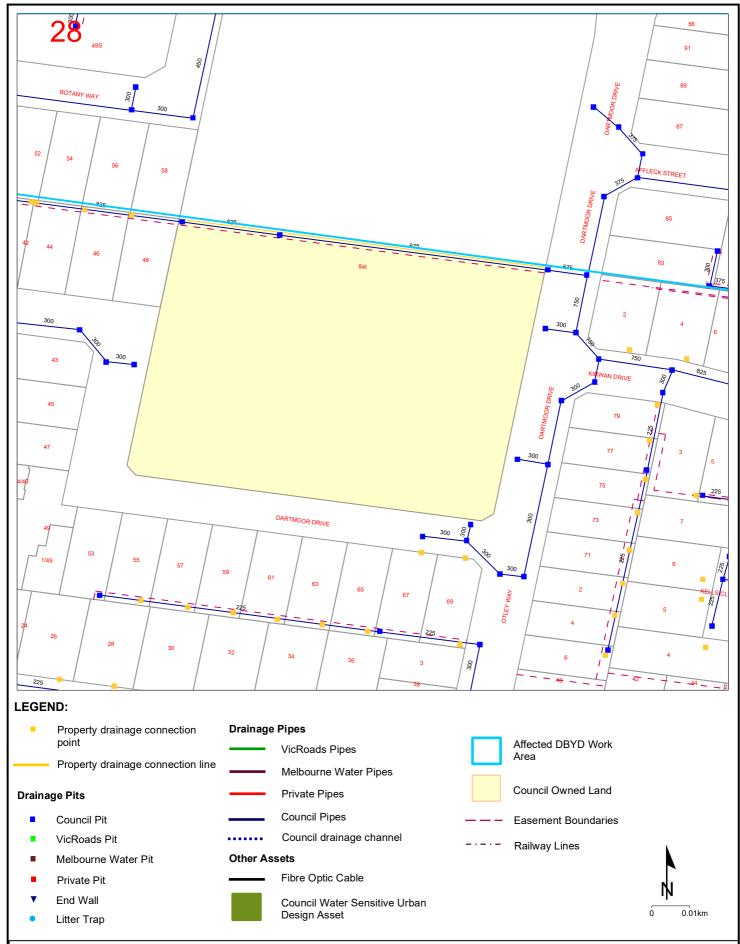
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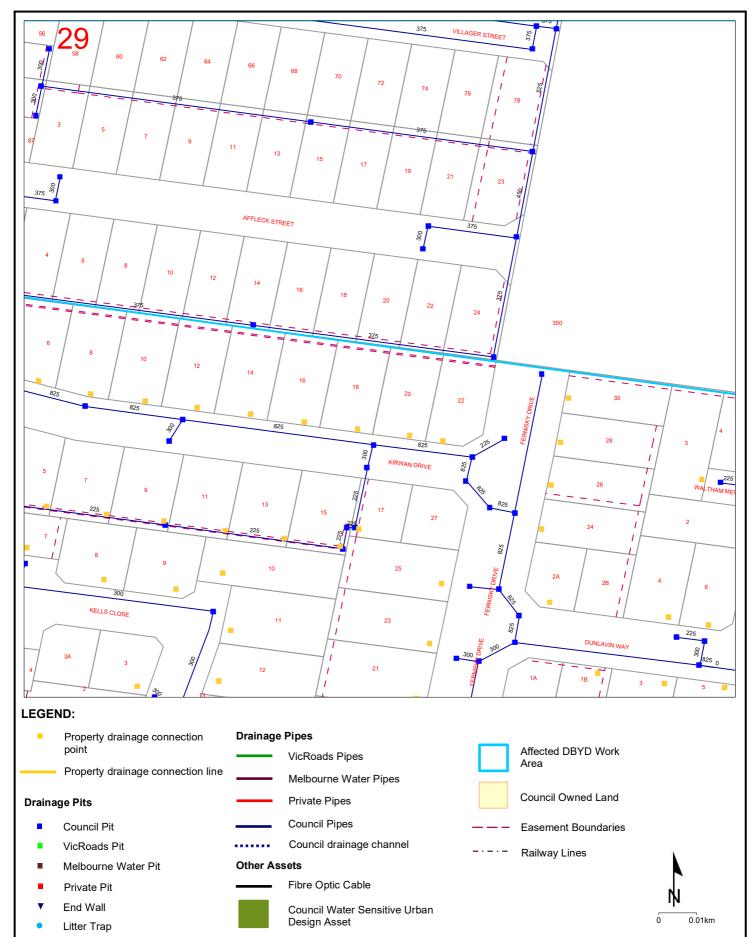
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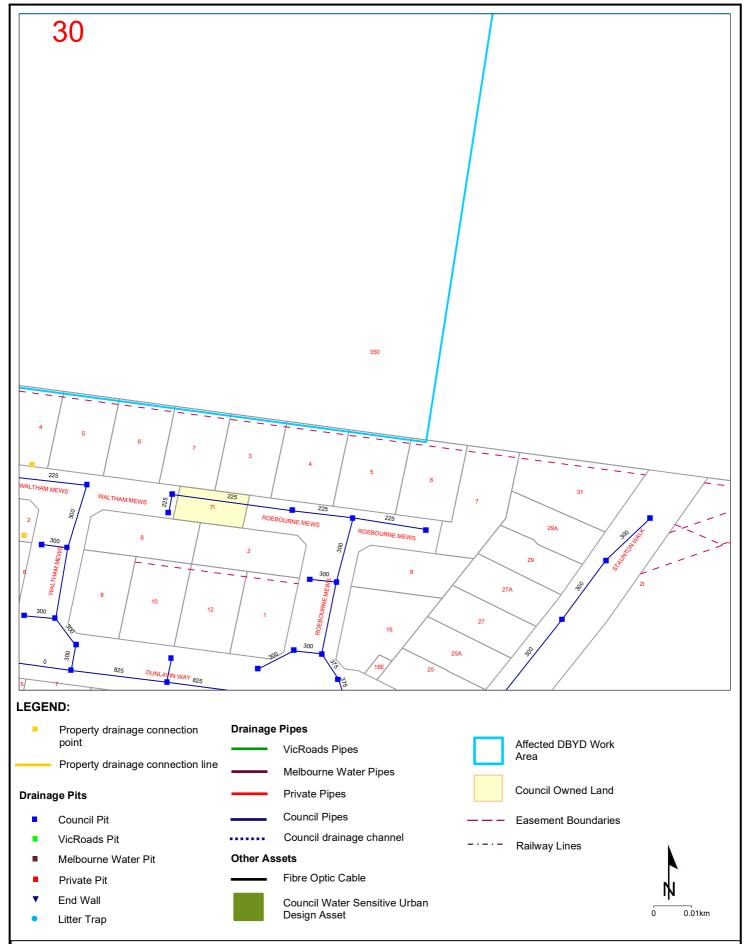
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24 Bales Road Cranbourne East



### Disclaimer:

24 Bales Road Cranbourne East



### Disclaimer:

To: Angelina Bosnjak
Phone: Not Supplied
Fax: Not Supplied

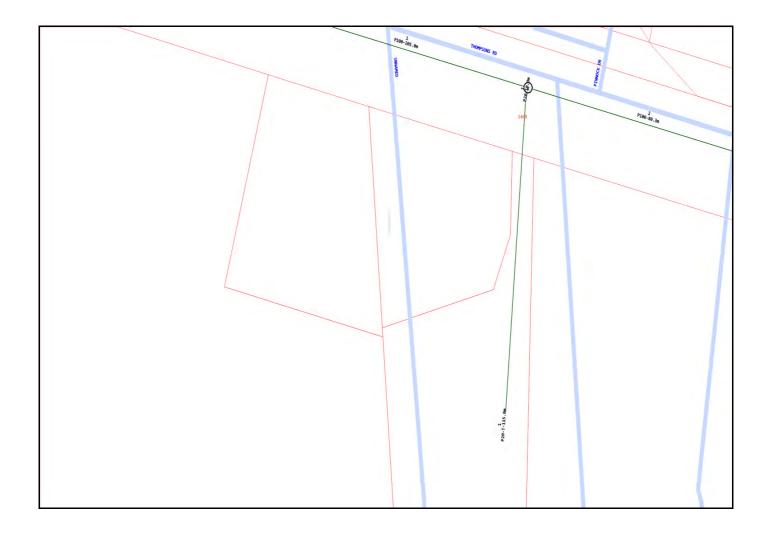
Email: abosnjak@kleinfelder.com

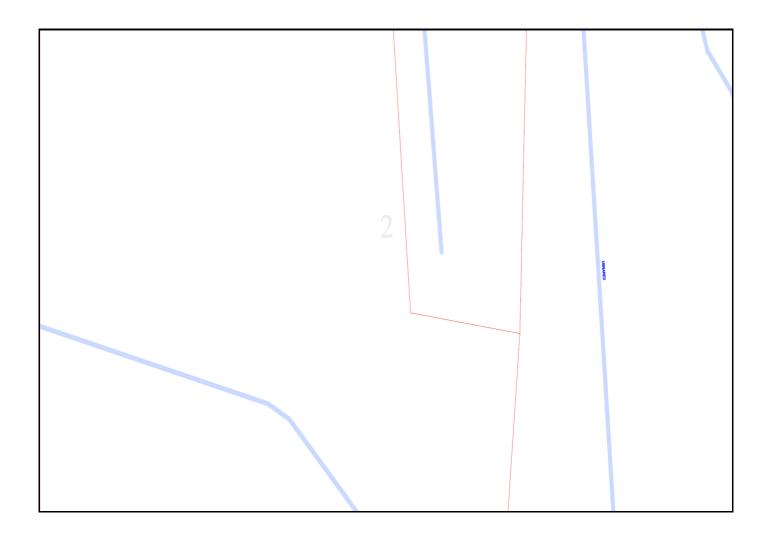
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Sequence #	213299251	YOU DIG
Issue Date:	05/07/2022	www.1100.com.au
Location:	41 Tangemere Way, Cranbourne East, VIC, 3977	WWW.TOO.COM.SO

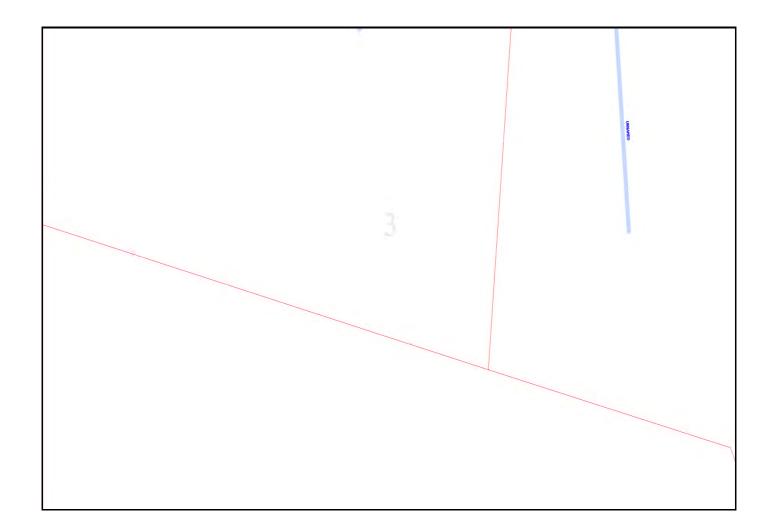
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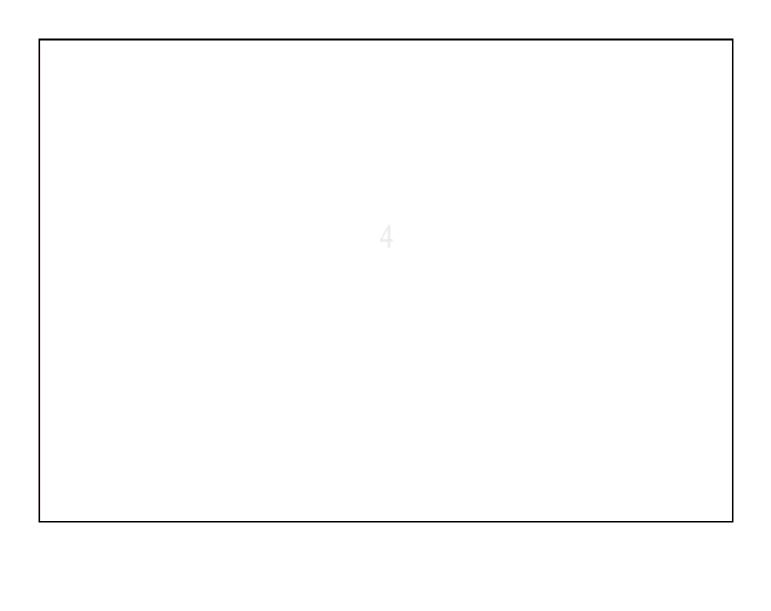
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3	13	23	33
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9	19	29	39
10	20	30	40

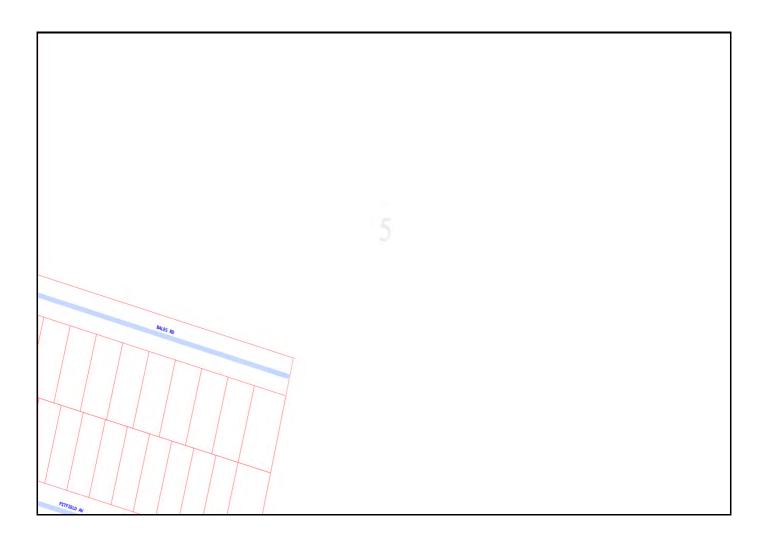
+	LEGEND nbn (6)		
44	Parcel and the location		
3	Pit with size "5"		
<b>(2E)</b>	Power Pit with size "2E".  Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.		
	Manhole		
$\otimes$	Pillar		
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2.  One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.  One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.		
3 1 0	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.		
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.		
-0-0-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.		
-0-0-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.		
BROADWAY ST	Road and the street name "Broadway ST"		
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m		

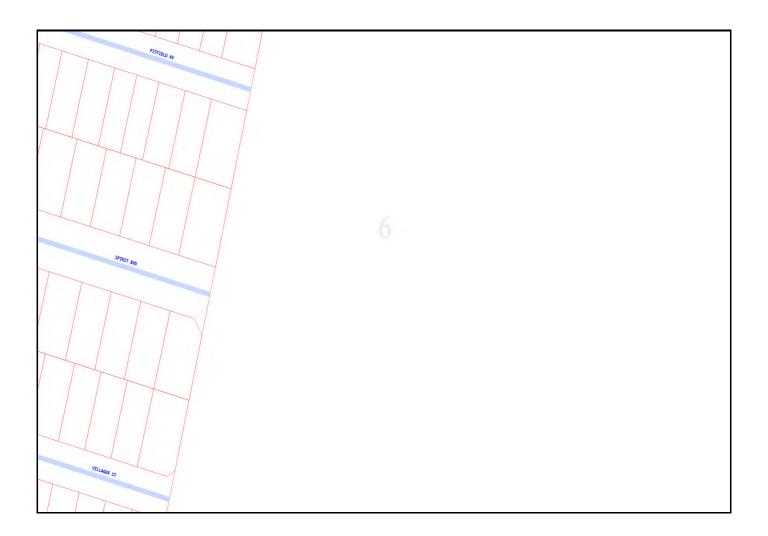


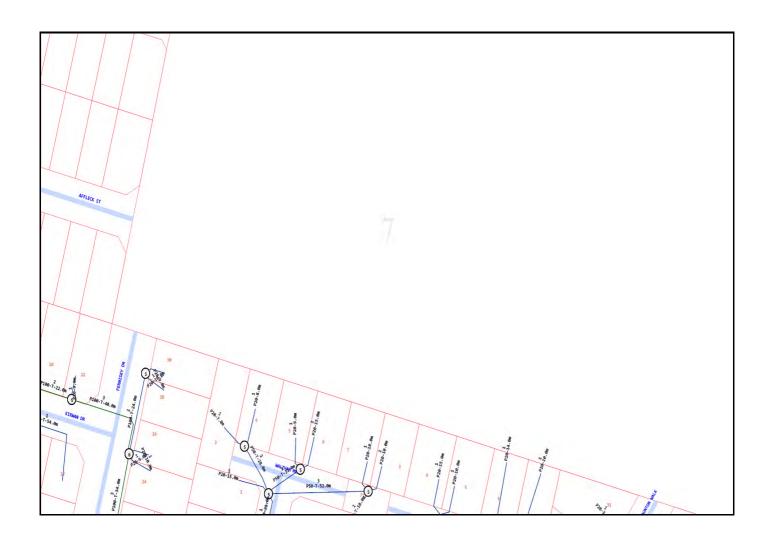




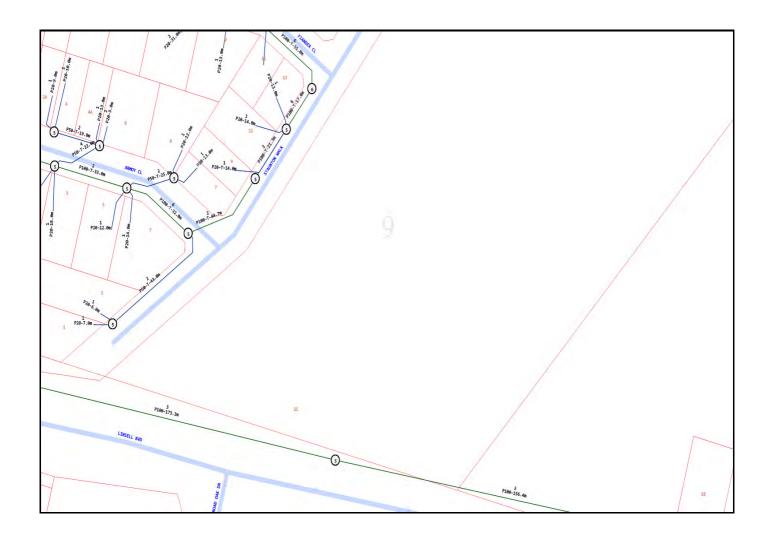




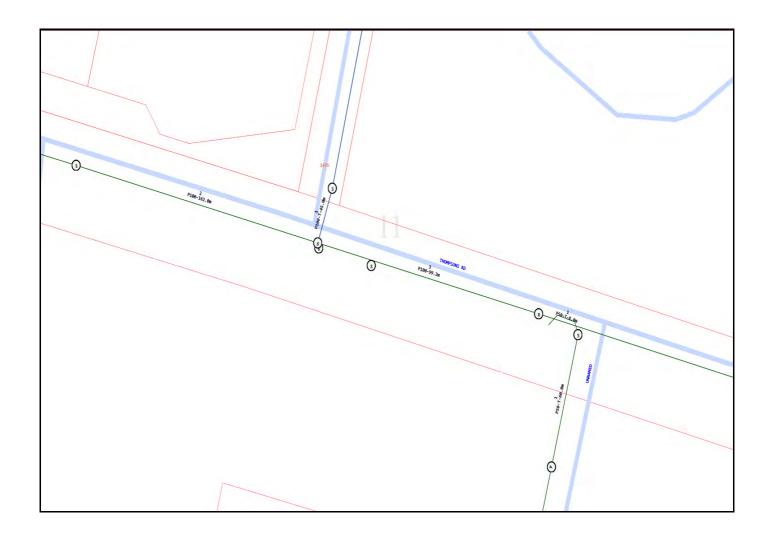




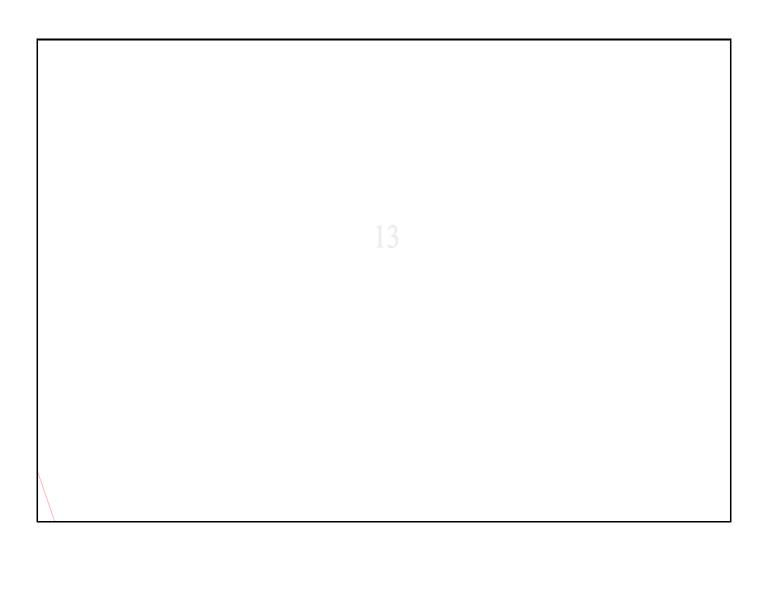


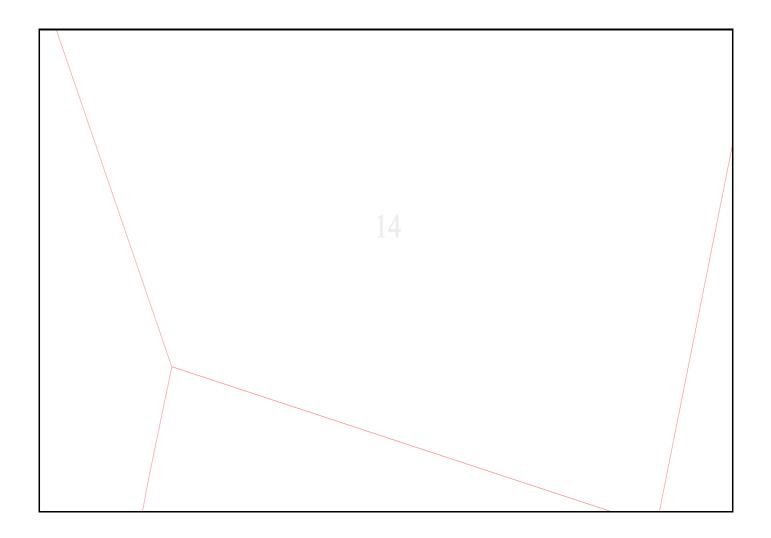


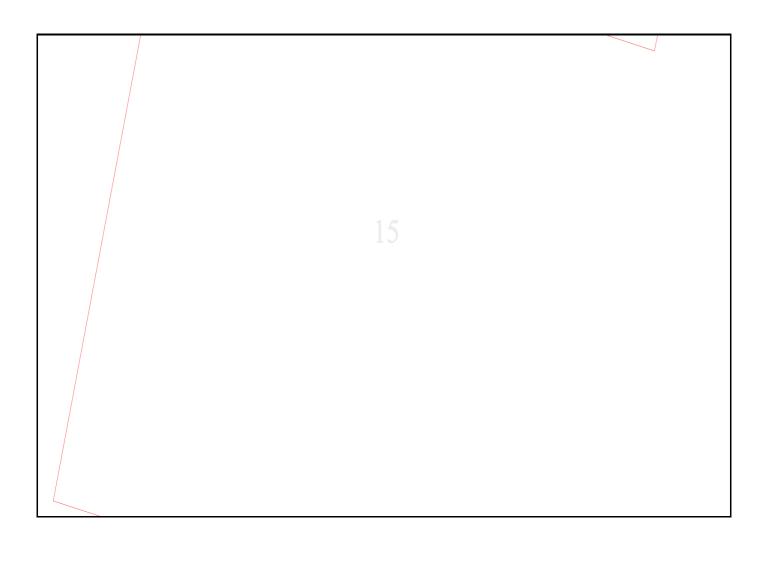


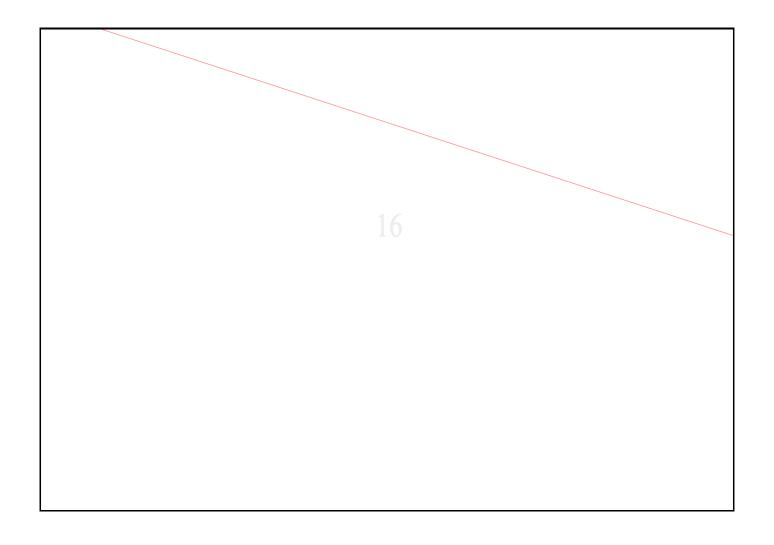


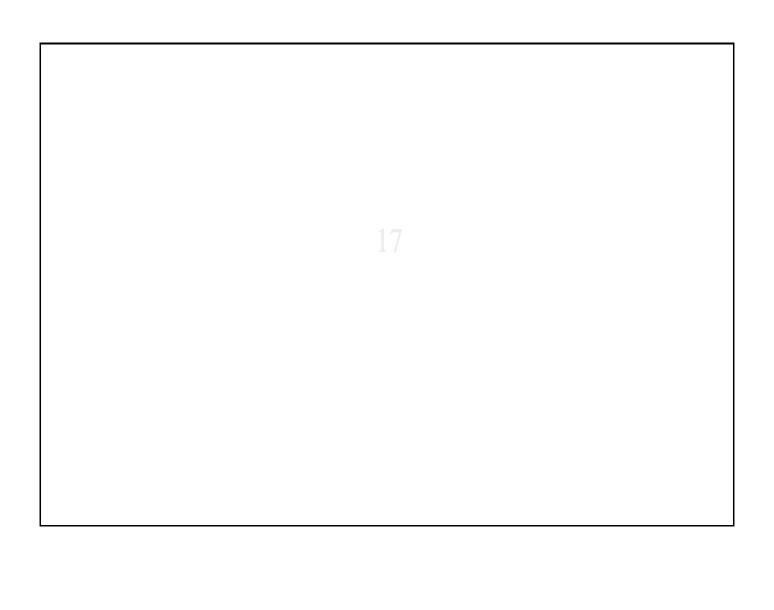


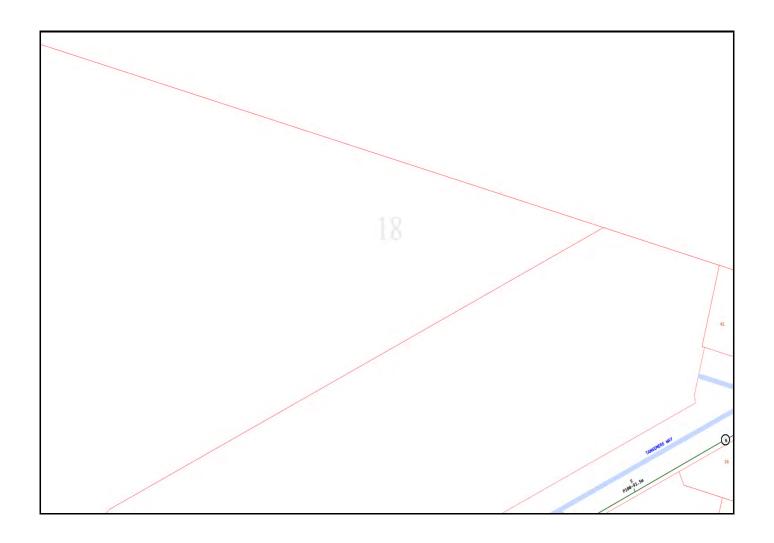


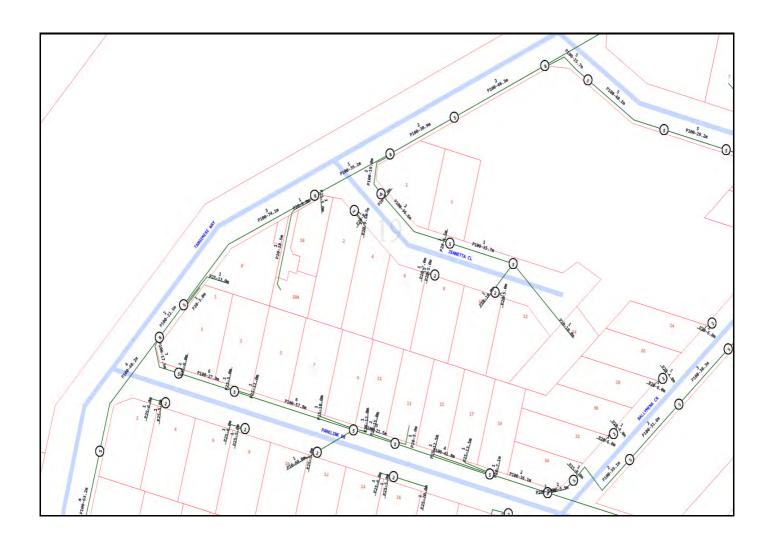


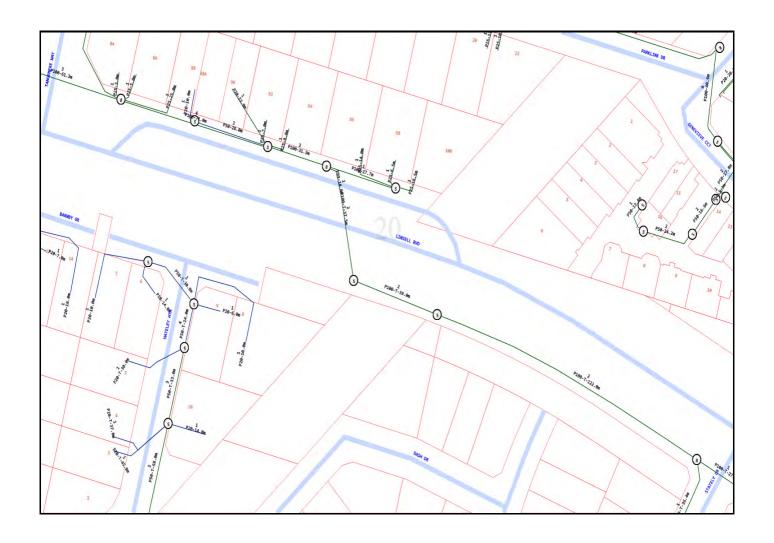




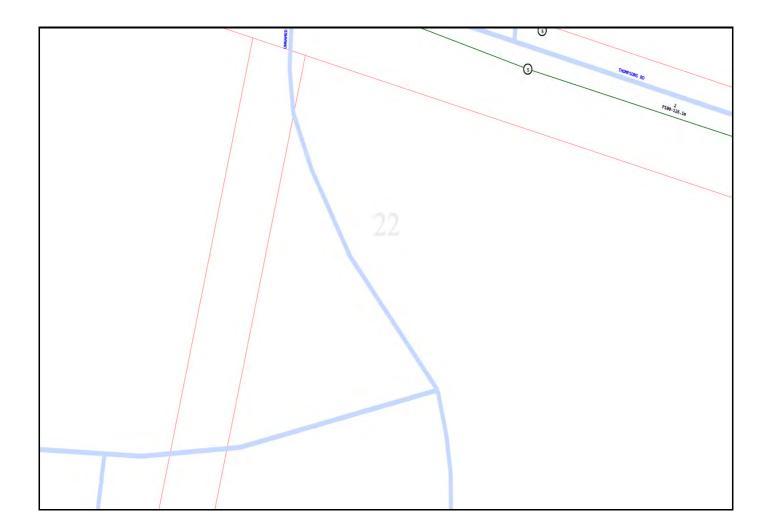


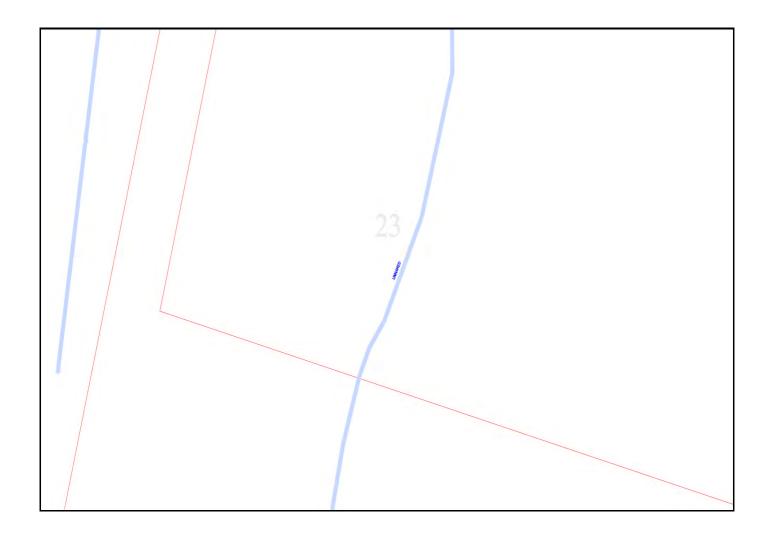


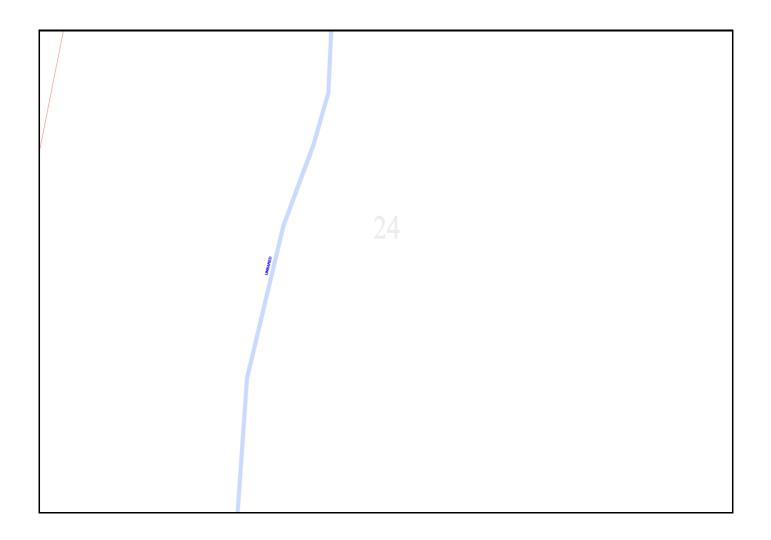


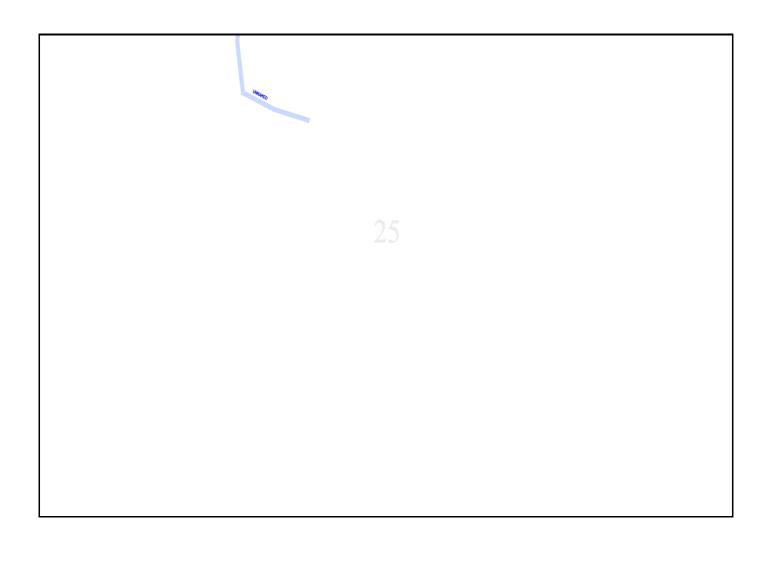


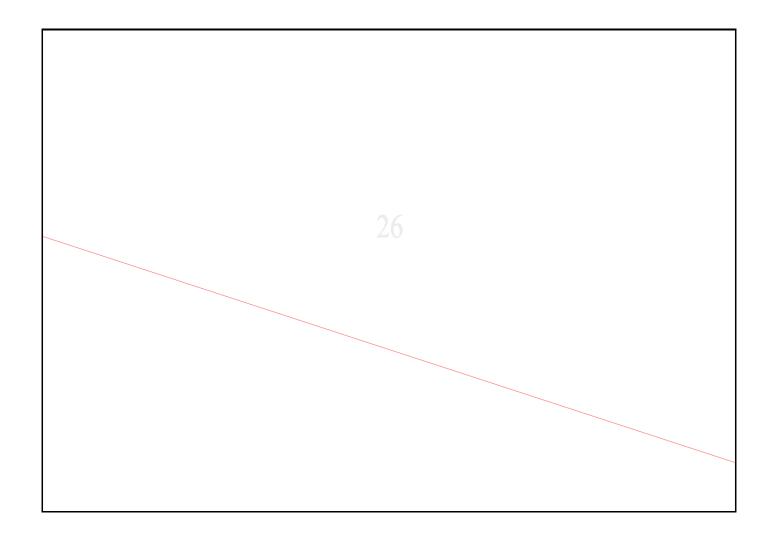


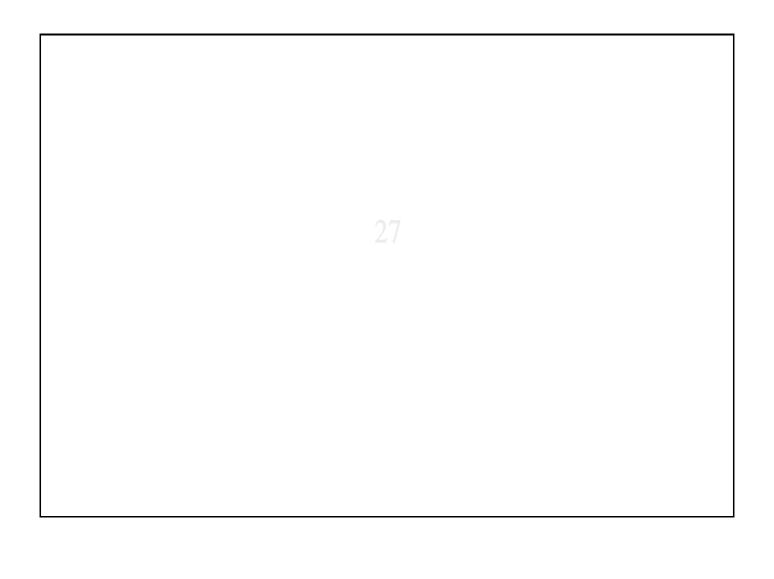


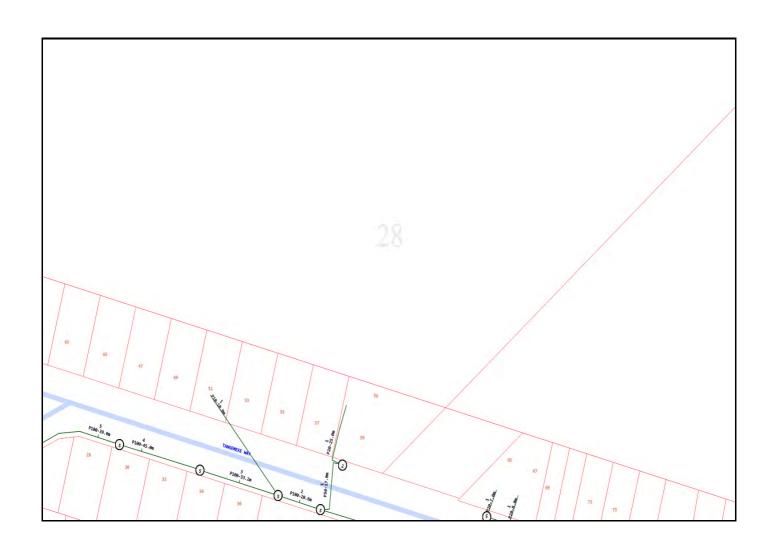


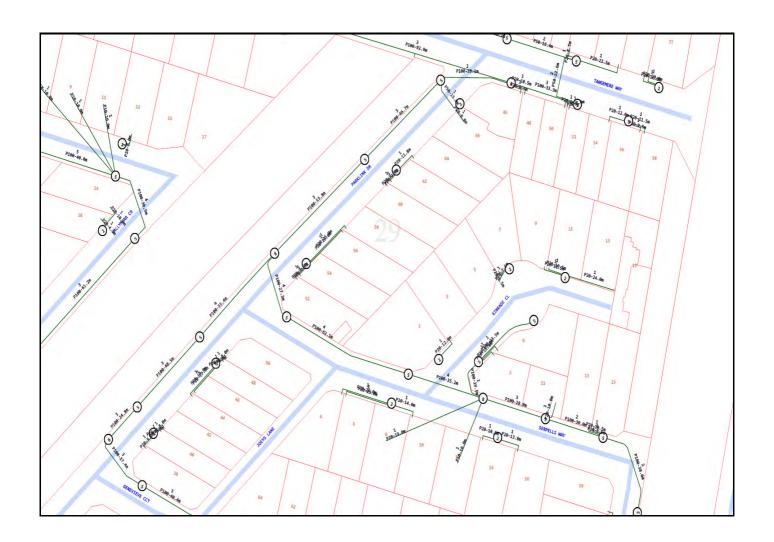




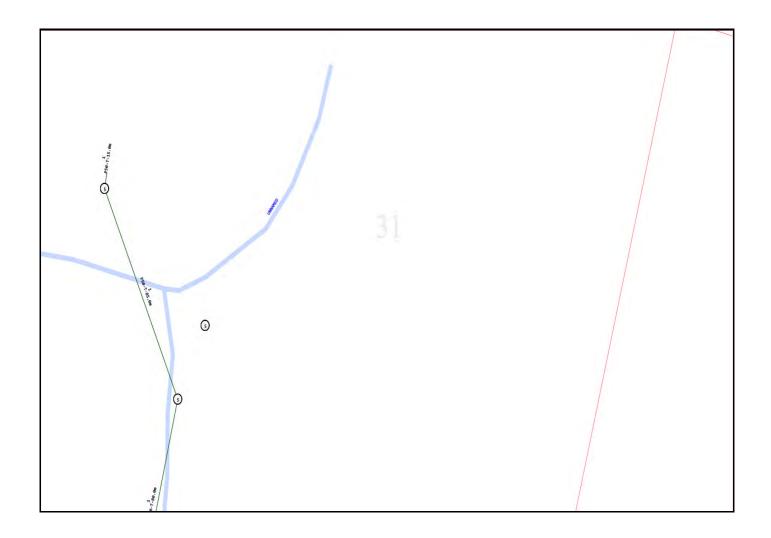


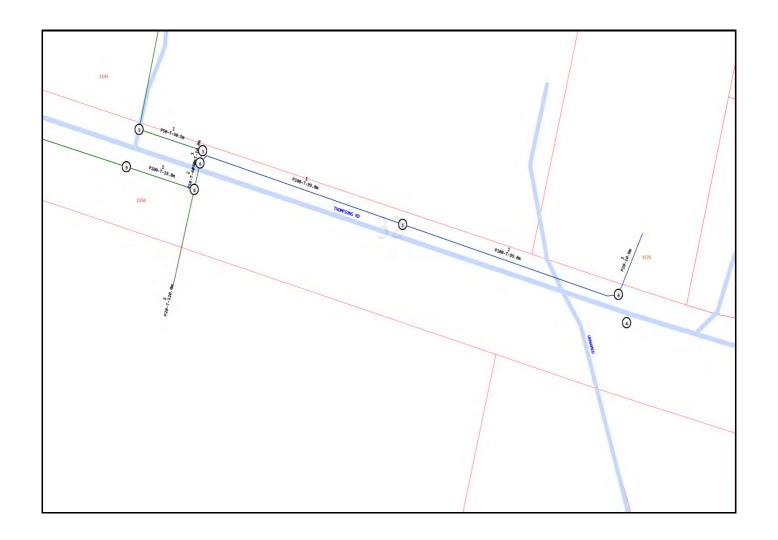


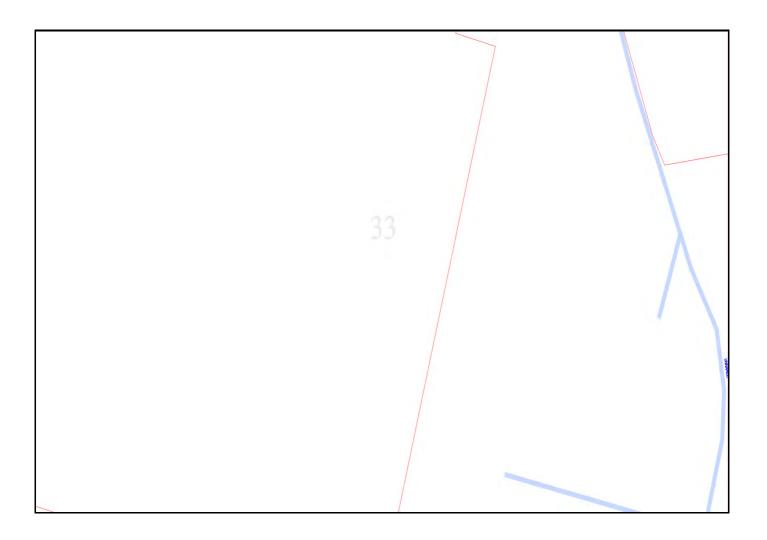


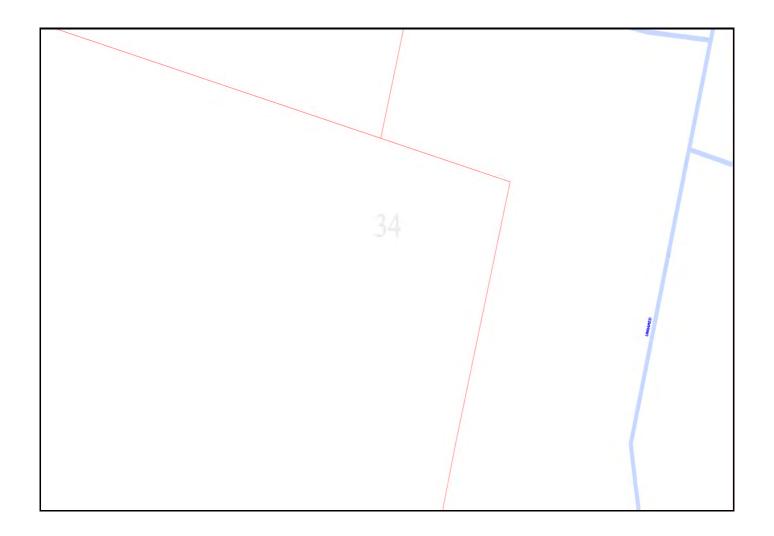


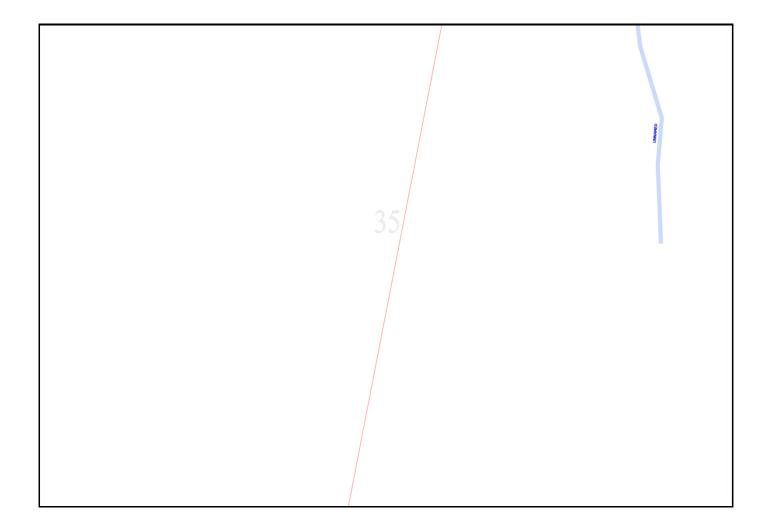


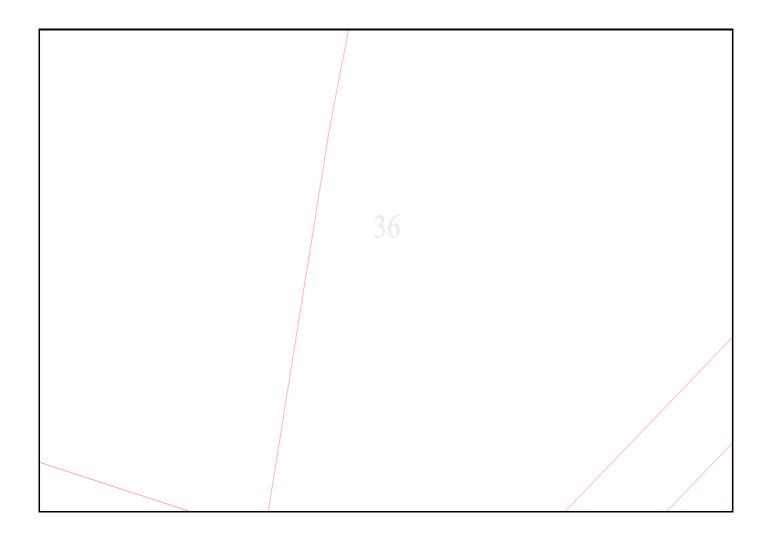


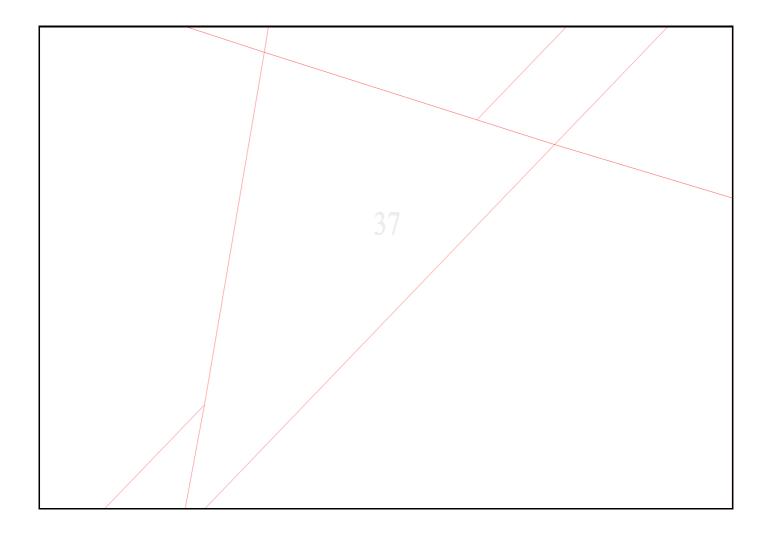












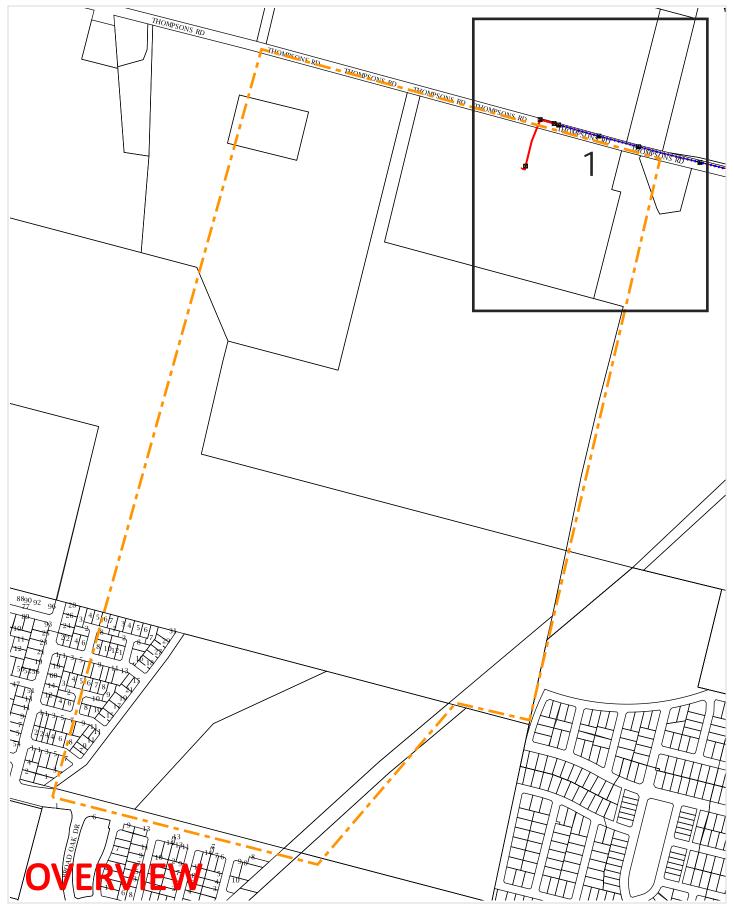






### **Emergency Contacts**

You must immediately report any damage to the **nbn**<sup>™</sup> network that you are/become aware of. Notification may be by telephone - 1800 626 329.



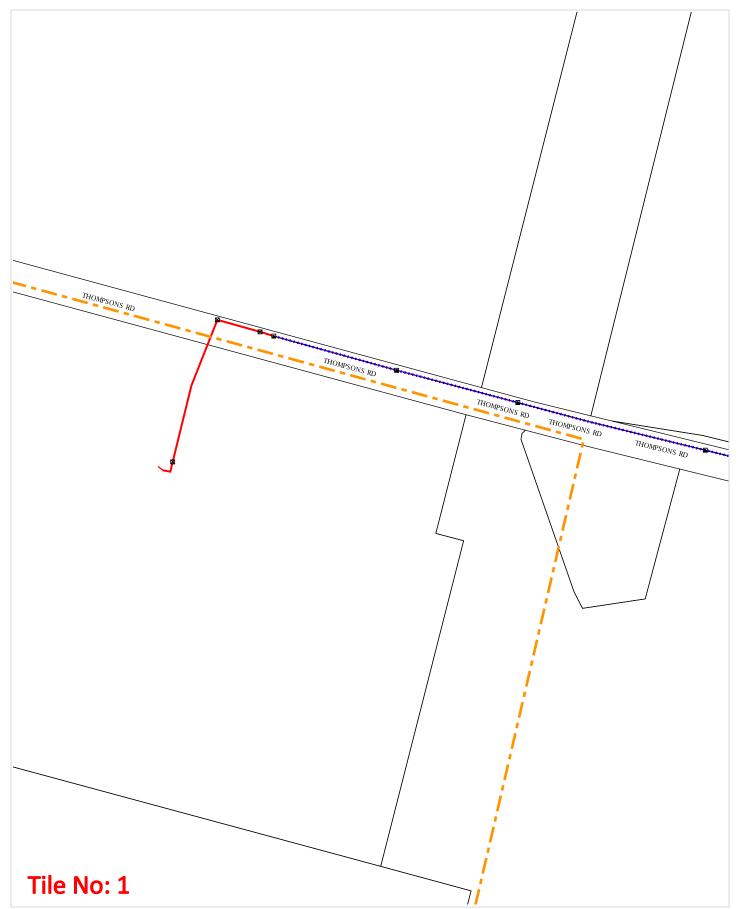
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Sequence Number: 213299253 Date Generated: 05 Jul 2022



For all Optus DBYD plan enquiries – Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





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Sequence Number: 213299253 Date Generated: 05 Jul 2022



For all Optus DBYD plan enquiries – Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.

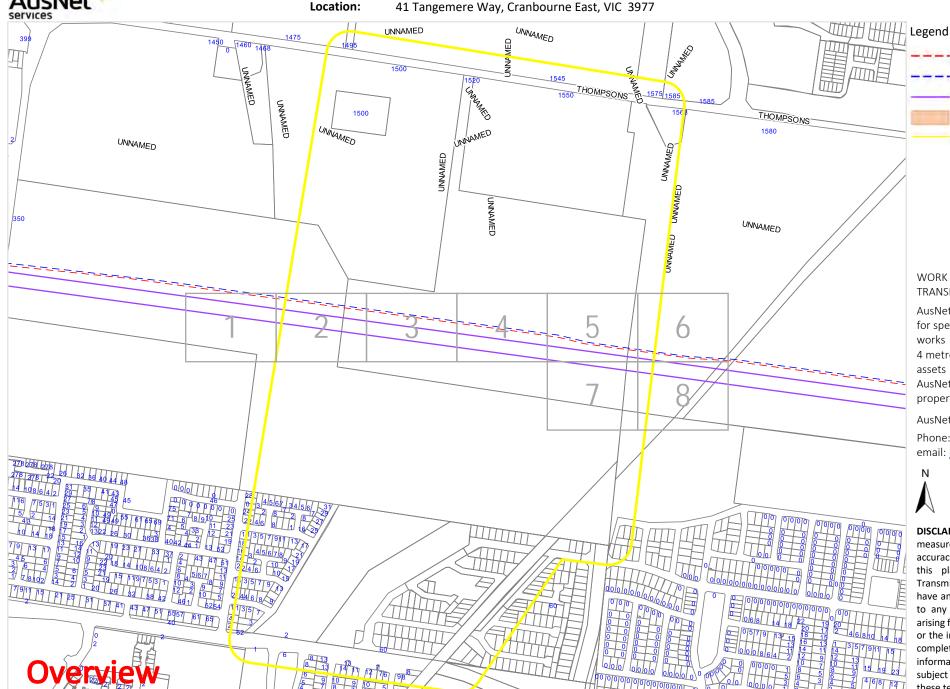
Communication Cable

Transmission Line

**Terminal Station** 

Area of Enquiry

220 KV Cable



WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: LMG@ausnetservices.com.au

Scale: 1:9915

Expires: 02 Aug 2022

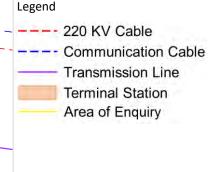
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Location:** 41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.



#### WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $\pmb{\mathsf{email}} : \underline{\mathsf{LMG@ausnetservices.com.au}}$ 



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 1

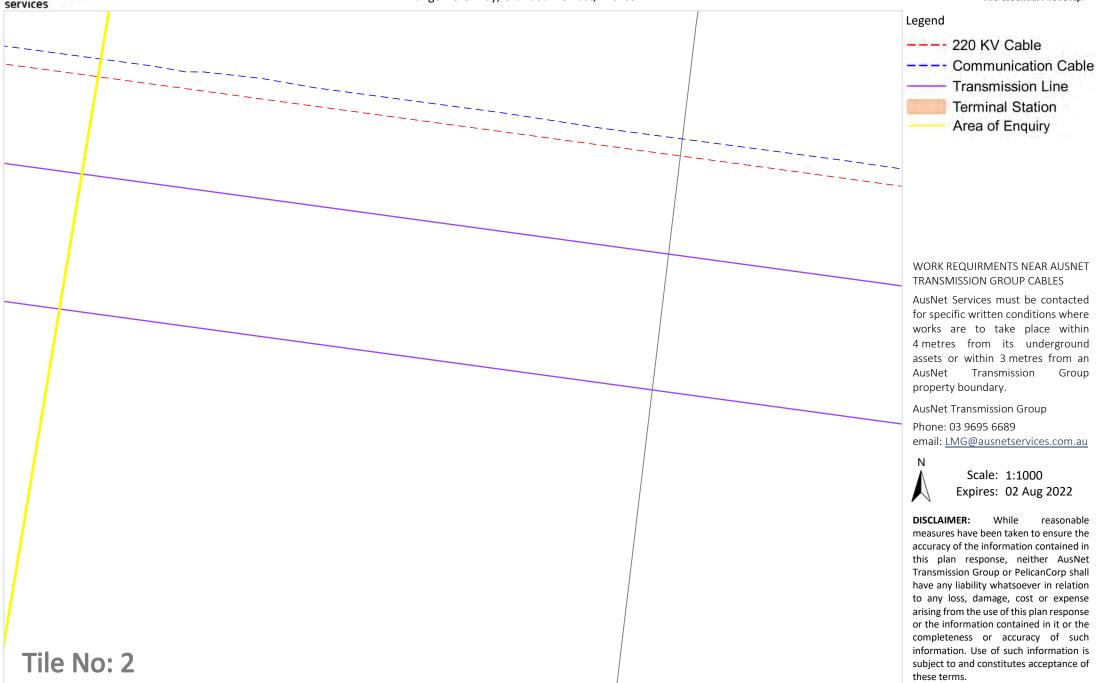


Location:

41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.



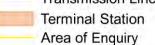


**Location:** 41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.

# Legend ---- 220 KV Cable ---- Communication Cable ---- Transmission Line



## WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $email: \underline{\mathsf{LMG@}} ausnets ervices.com.au$ 



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 3



Location: 322/1/68
41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.



#### WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $\pmb{\mathsf{email}} : \underline{\mathsf{LMG@ausnetservices.com.au}}$ 



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Location:** 41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.

#### Legend --- 220 KV Cable Communication Cable Transmission Line Terminal Station Area of Enquiry WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission property boundary. AusNet Transmission Group Phone: 03 9695 6689 email: LMG@ausnetservices.com.au Ν Scale: 1:1000 Expires: 02 Aug 2022 DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is Tile No: 5 subject to and constitutes acceptance of

these terms.



Location:

41 Tangemere Way, Cranbourne East, VIC 3977



The Essential First Step.

#### Legend

---- 220 KV Cable

--- Communication Cable

Transmission Line

Terminal Station

Area of Enquiry

#### WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $\pmb{\mathsf{email}} : \underline{\mathsf{LMG@ausnetservices.com.au}}$ 



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

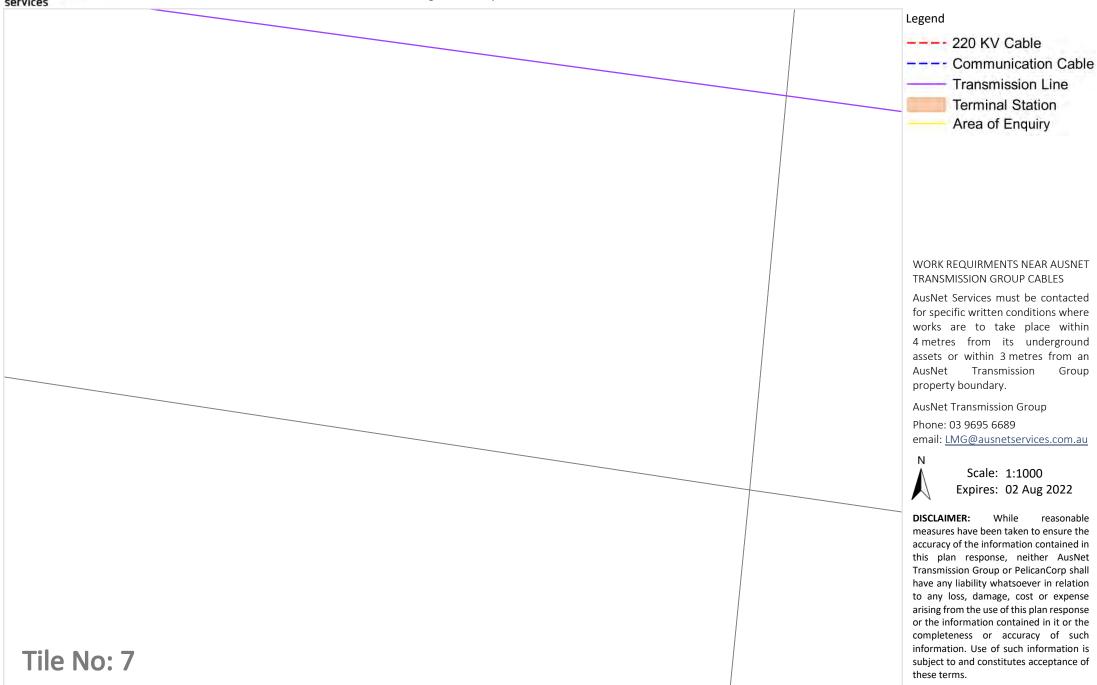




**Location:** 41 Tangemere Way, Cranbourne East, VIC 3977



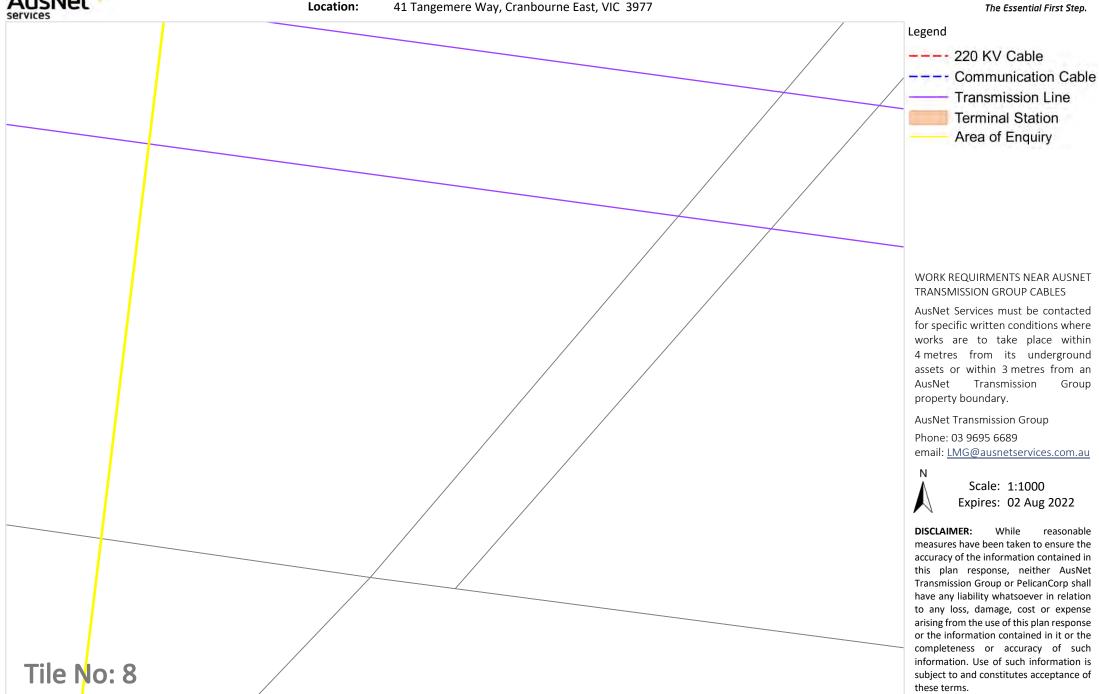
The Essential First Step.





41 Tangemere Way, Cranbourne East, VIC 3977









APA Group PO Box 6014 Halifax Street South Australia 5000

For your immediate information THERE IS A GAS DISTRIBUTION PIPELINE AND/OR ASSOCIATED INFRASTRUCTURE in the area of your works.

05/07/2022

Company: Angelina Bosnjak Angelina Bosnjak Level 1,95 Coventry Street Southbank VIC 3006

abosnjak@kleinfelder.com

Dear Angelina Bosnjak

Sequence Number: 213299261

Worksite Address: 41 Tangemere Way

Cranbourne East

VIC 3977

You are hereby notified that the attached Duty of Care requirements apply to any activity in the vicinity of Gas Assets operated by APA, please ensure you read and comply with all the relevant requirements.

Should you have any questions with regards to the attached information please contact our Dial Before You Dig officer - 1800 085 628.

Caution - Damage to gas assets could result in possible explosion and fire with the risk of personal injury.

For Gas Emergencies please call 1800 GAS LEAK (1800 427 532).

Please find enclosed the following information:

- APA's Duty of Care, If you are unclear of your obligations under these requirements please contact the APA Representative listed above immediately
- An overview map with your requested area highlighted to assist in identifying the location of APA's Gas Assets
- A map(s) showing APA's Gas Assets in the requested area, this information is valid for 30 days
  from the date of this response, please check this represents the area you requested, if it does
  not, please contact the APA Representative listed above immediately

**Please Note:** For some DBYD enquiries, you might receive 2 responses from the APA Group. Please read both responses carefully as they will relate to different assets. It is your responsibility to action all requirements set out in APA Group responses.

Please take some time to review the entire response document and check the information supplied and please let us have any feedback by sending an email to <a href="mailto:DBYDNetworksAPA@apa.com.au">DBYDNetworksAPA@apa.com.au</a> or contacting us direct on 1800 085 628.

Yours Faithfully,

Dial Before You Dig Officer APA Group

Email: DBYDNetworksAPA@apa.com.au





### **Duty of Care - Working Around Gas Assets**

### **General Conditions**

- This location enquiry is valid for 30 days from the date of this response
- Expired locations, i.e., over 30 days from the date of this response, require a new Dial Before You Dig request to validate location information
- The location information supplied in this document shall be used as a guide only.
   APA Group shall not be liable or responsible for the accuracy of any such information supplied pursuant to this request
- It is the responsibility of the excavator to expose all Gas Assets, including Gas Service pipes (see below), **by hand**. Gas Asset depths may vary according to ground conditions
- Gas Service (inlet service) connecting Gas Assets in the street to the gas meter on the property are typically not marked on the map
- Generally, a map of the inlet service connection installation may be found inside the gas meter box
- The use of Non Destructive Digging (hydro-excavation) is permitted only if the following are adhered to:
  - a) maximum water pressure of 1000psi
  - b) impacting the gas asset must be prevented at all times
  - c) vertical movements in the vicinity of the gas asset such as pushing the pressure wand nozzle or vacuum tube into the soil to break it up is prohibited
  - d) the use of root cutting heads/turbo nozzles is prohibited at all times
  - e) a minimum distance o 100mm shall be maintained between the end of the pressure wand nozzle and the gas asset. Aiming directly at the gas asset shall be avoided at all times
  - f) a dead man trigger or similar, shall be installed on the wand
  - g) once a gas asset has been exposed via hydro-excavation methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or it's coating
- This information has been generated by an automated system based on the area highlighted in your DBYD request and has not been independently verified. It is your responsibility to ensure that the information supplied in this response matches the dig site you defined when submitting your Dial Before You Dig enquiry. If the information does not match the dig site or you have any question, please contact APA immediately using the details listed on the first page and / or please resubmit your enquiry
- For Gas Emergencies please call 1800 GAS LEAK (1800 427 532).





### **APA CHANGE NOTIFICATION**

The map below may have different symbols to those you are familiar with.

APA recently upgraded the asset mapping software utilised for Dial Before You Dig requests.

To avoid confusion, please carefully review the legend along with the map.

Please direct any questions to <a href="mailto:DBYDNetworksAPA@apa.com.au">DBYDNetworksAPA@apa.com.au</a>



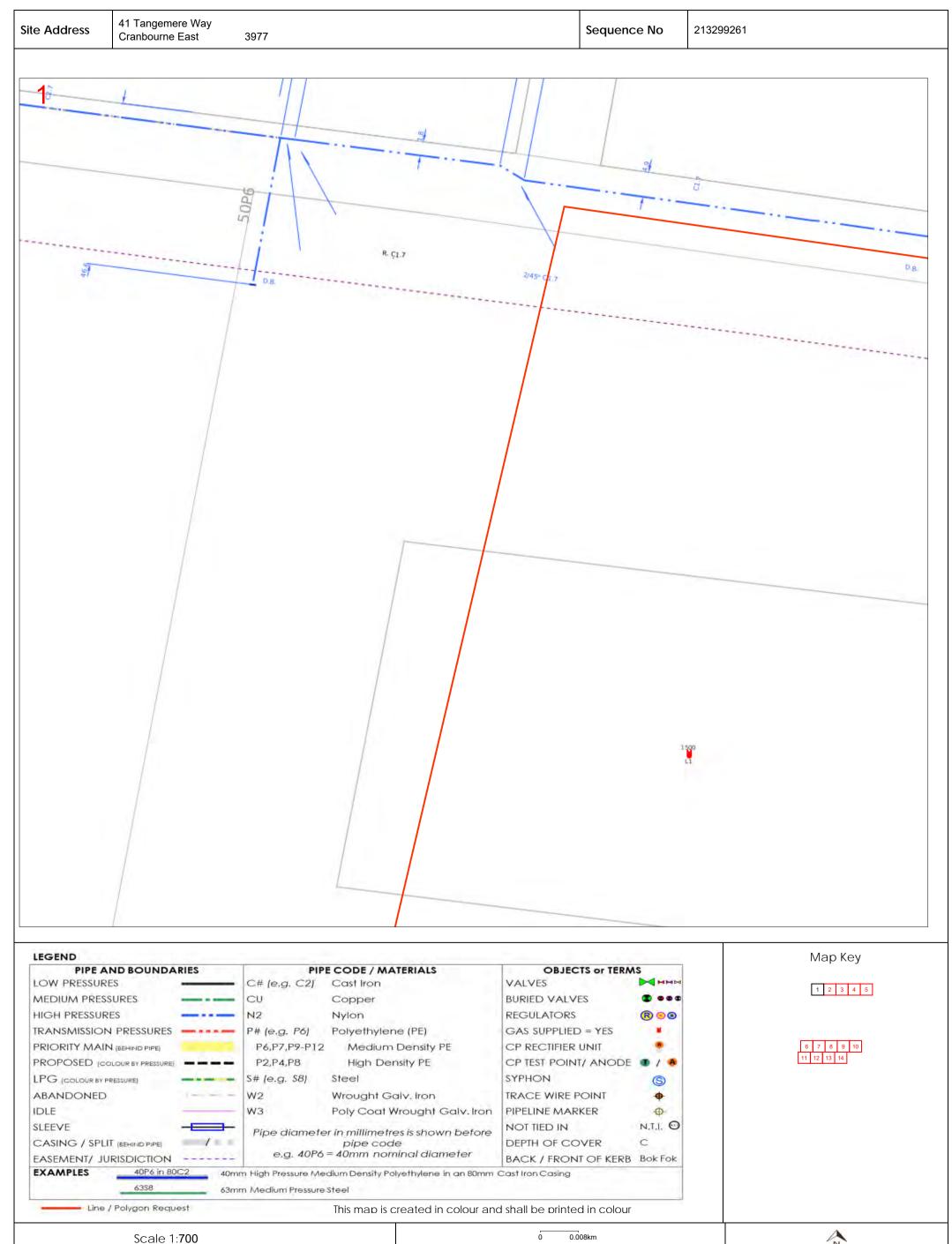


		<del>-</del>		<del>_</del>					
Site Address	41 Tangemere Way Cranbourne East 3977		equence lo	213299261					
Name	Angelina Bosnjak								
Email	abosnjak@kleinfelder.com								
Scale 1: 8500 Enquiry Area Map Key Area									

APA Group does not guarantee the accuracy or completeness of the map and does not make any warranty about the data. APA Group is not under any liability to the user for any loss or damage (including consequential loss or damage) which the user may suffer resulting from the use of this map.

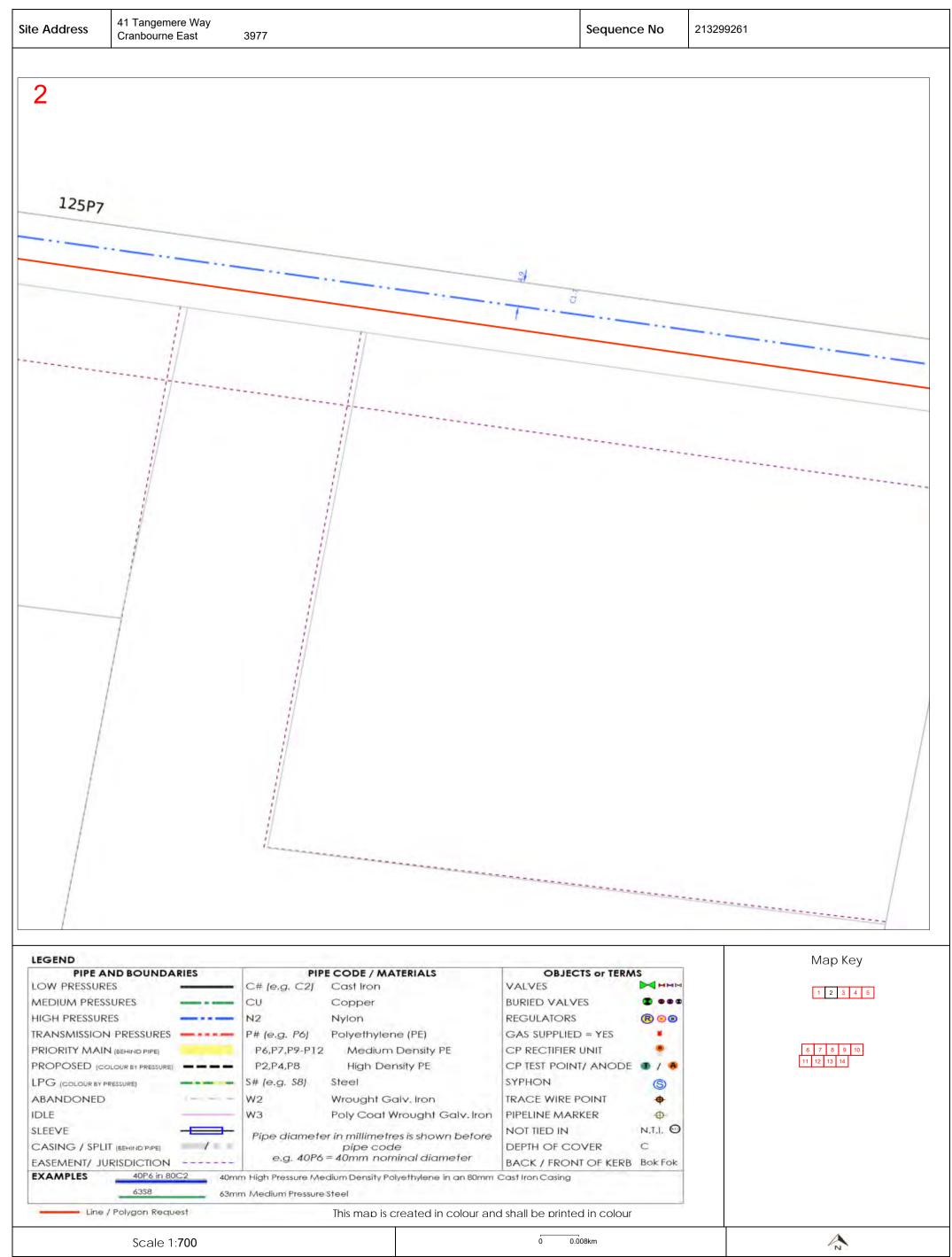






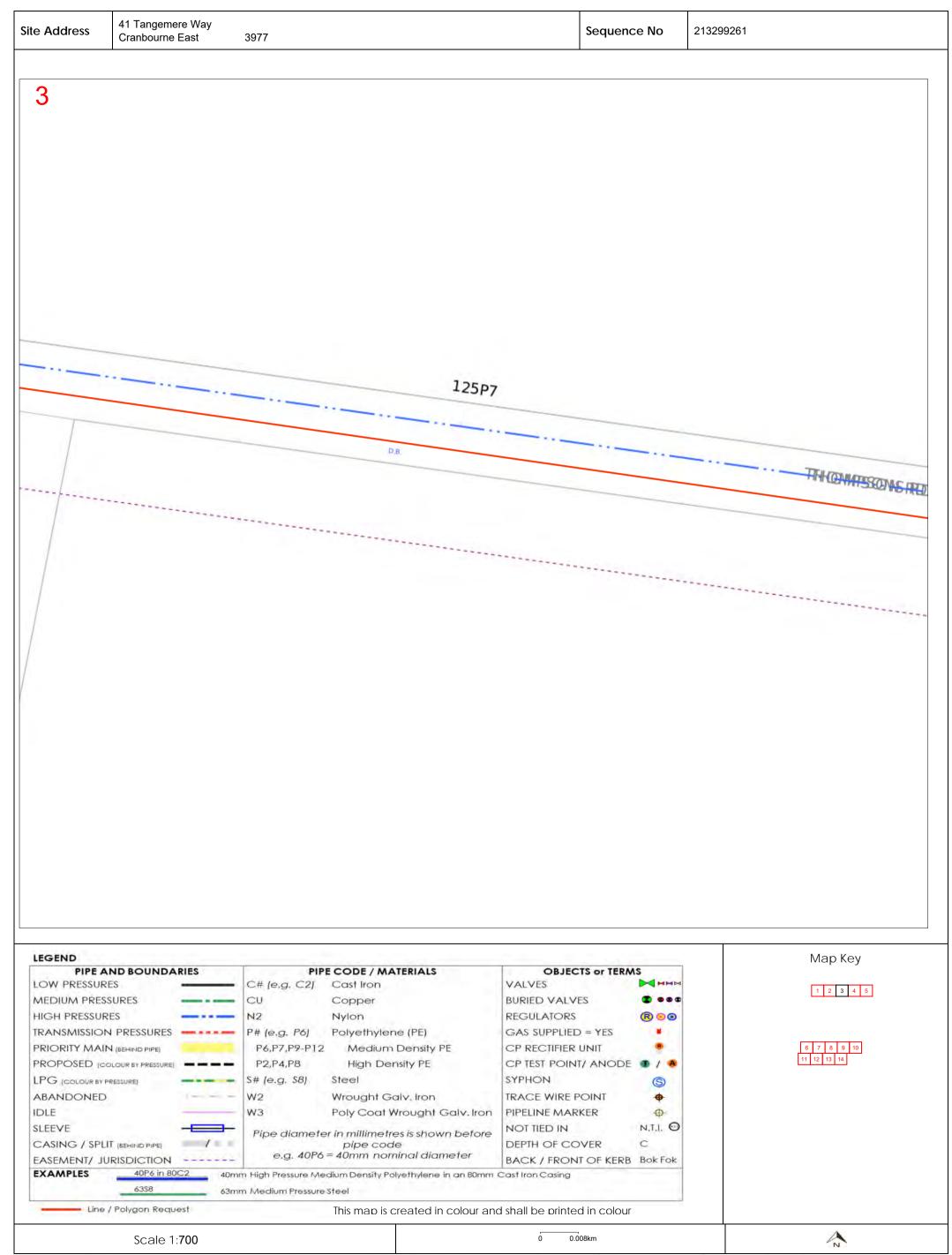






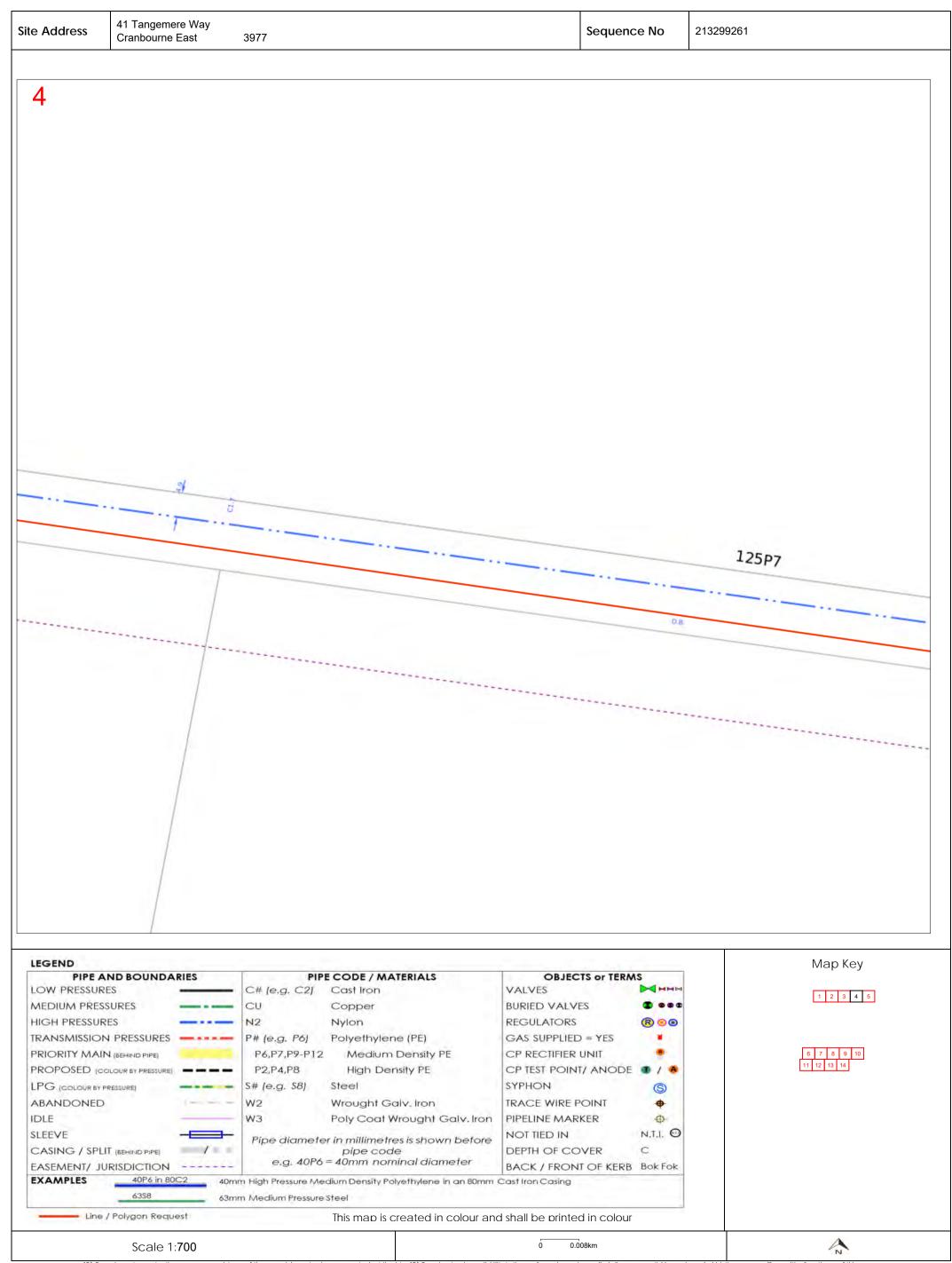






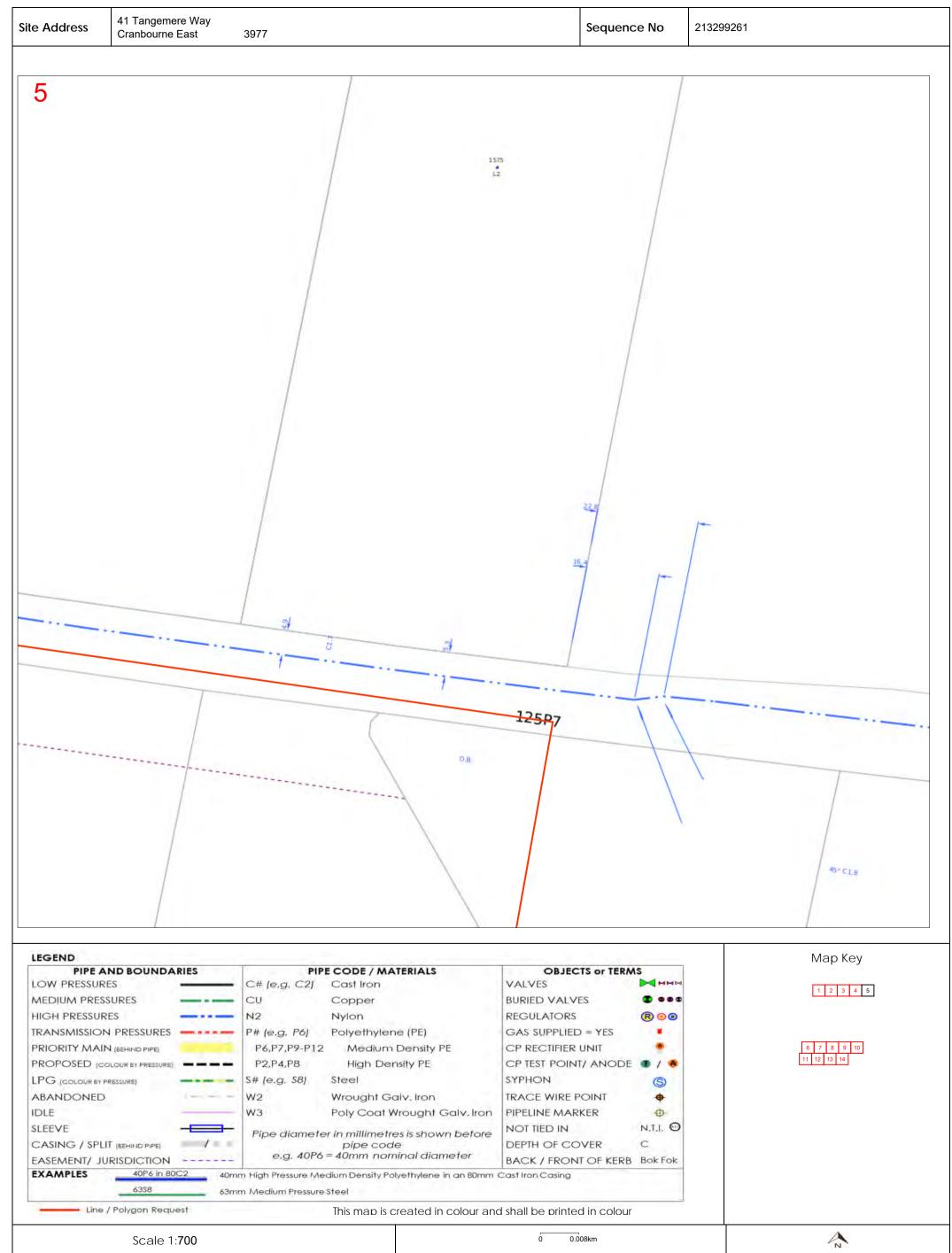












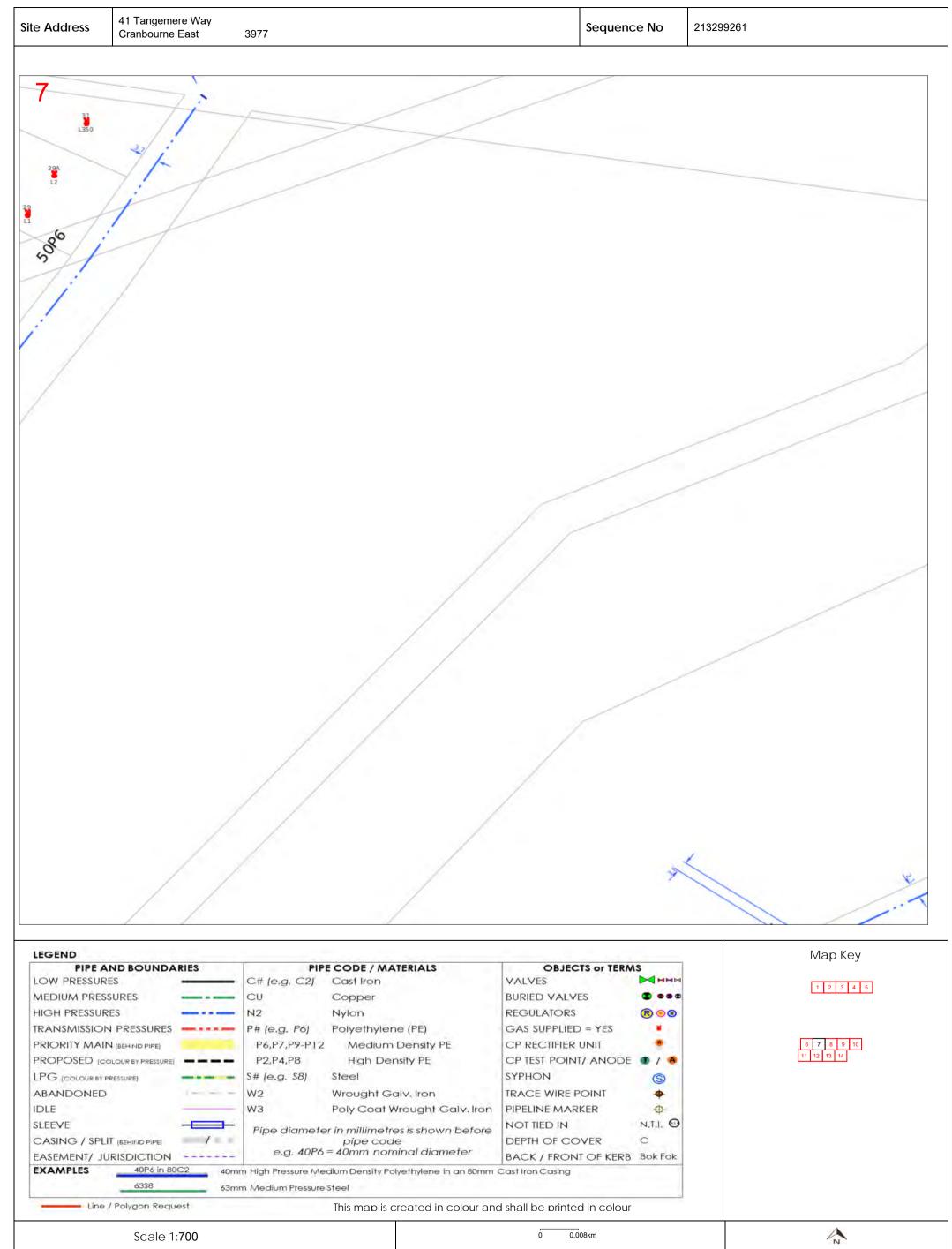






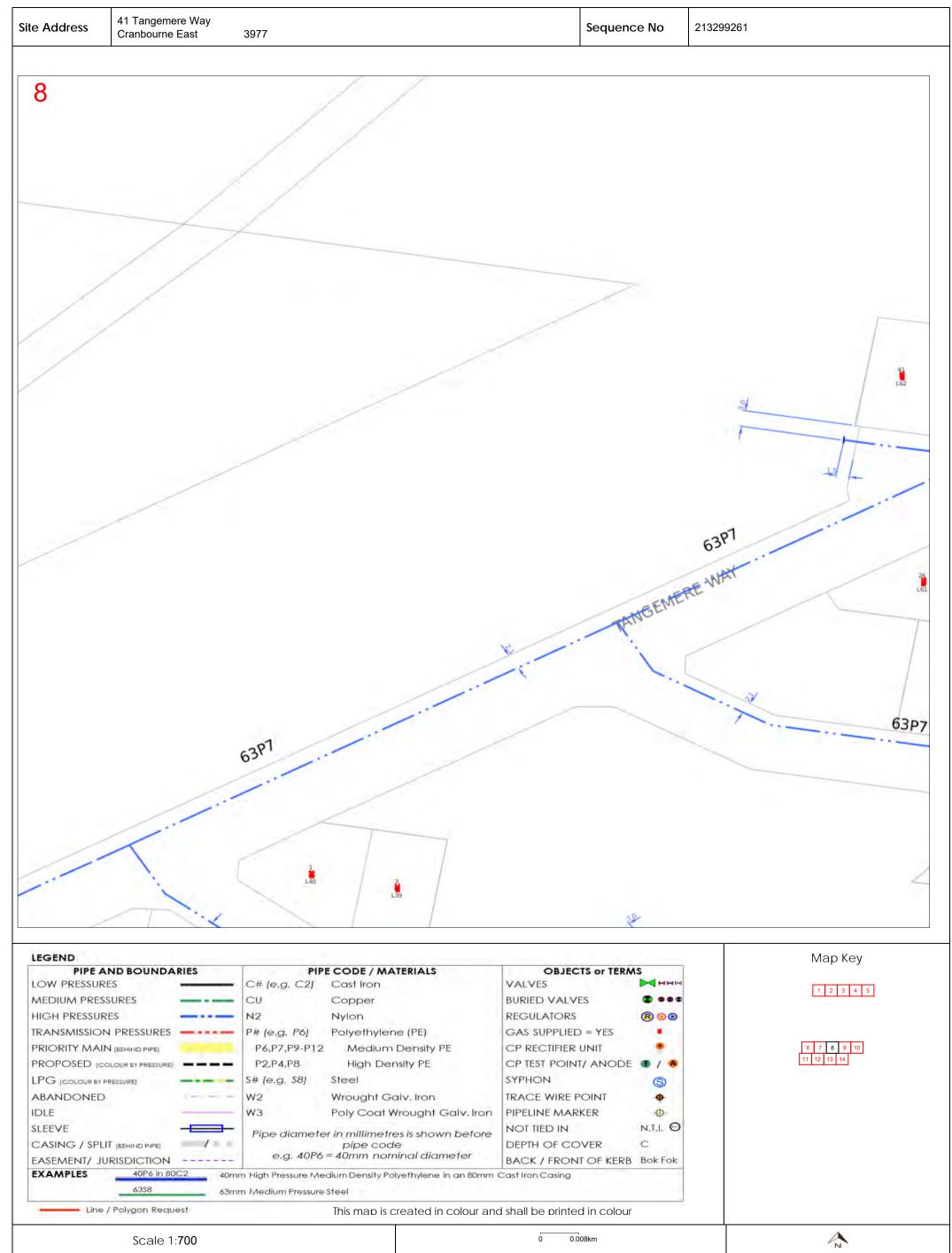
















41 Tangemere Way 213299261 Site Address Sequence No Cranbourne East 3977 9 57 L70 63P7 6/3P8 11 17 154 63P8 \$8 L87 15 L42 LEGEND Map Key PIPE AND BOUNDARIES LOW PRESSURES C# [e,g, C2] Cast Iron VALVES 1 2 3 4 5 MEDIUM PRESSURES **BURIED VALVES** Copper REGULATORS HIGH PRESSURES N2 Nylon GAS SUPPLIED = YES TRANSMISSION PRESSURES P# (e.g. P6) Polyethylene (PE) PRIORITY MAIN (BEHIND PIPE) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / 4 SYPHON LPG (COLOUR BY PRESSURE) S# (e.g. S8) Steel (S) TRACE WIRE POINT ABANDONED W2 Wrought Galv. Iron 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before CASING / SPLIT (BEHIND PIPE) 1 DEPTH OF COVER C pipe code e.g. 40P6 = 40mm nominal diameter BACK / FRONT OF KERB Bok Fok EASEMENT/ JURISDICTION -----40P6 in 80C2 EXAMPLES 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour Ó 0.008km Scale 1:700

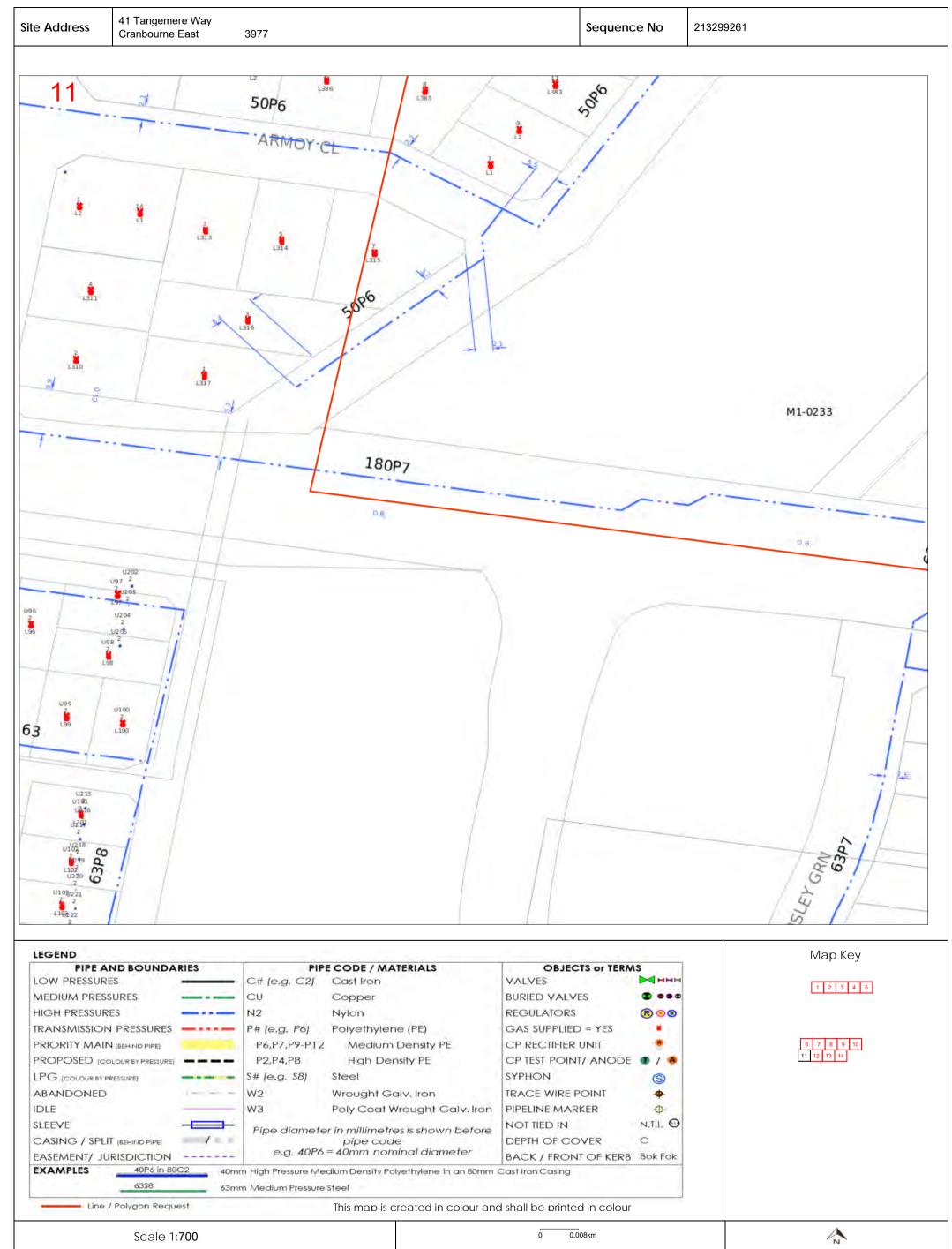




41 Tangemere Way Site Address 213299261 Sequence No Cranbourne East 3977 10 63 L1156 L1155 On P.L. L1157 75 175 63P8 L1158 L1159 L1151 63P8 63P7 48 182 56 178 L1160 L1161 L1162 13 U2 15 63P8 33 L872 LEGEND Map Key LOW PRESSURES C# [e,g, C2] Cast Iron VALVES 1 2 3 4 5 MEDIUM PRESSURES **BURIED VALVES** Copper HIGH PRESSURES N2 REGULATORS Nylon TRANSMISSION PRESSURES P# (e.g. P6) Polyethylene (PE) GAS SUPPLIED = YES PRIORITY MAIN (BEHIND PIPE) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / 4 SYPHON LPG (COLOUR BY PRESSURE) S# (e.g. S8) Steel (S) Wrought Galv. Iron ABANDONED W2 TRACE WIRE POINT 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before CASING / SPLIT (BEHIND PIPE) 1 C pipe code DEPTH OF COVER e.g. 40P6 = 40mm nominal diameter EASEMENT/ JURISDICTION -----BACK / FRONT OF KERB Bok Fok 40P6 in 80C2 EXAMPLES 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour Ó 0.008km Scale 1:700

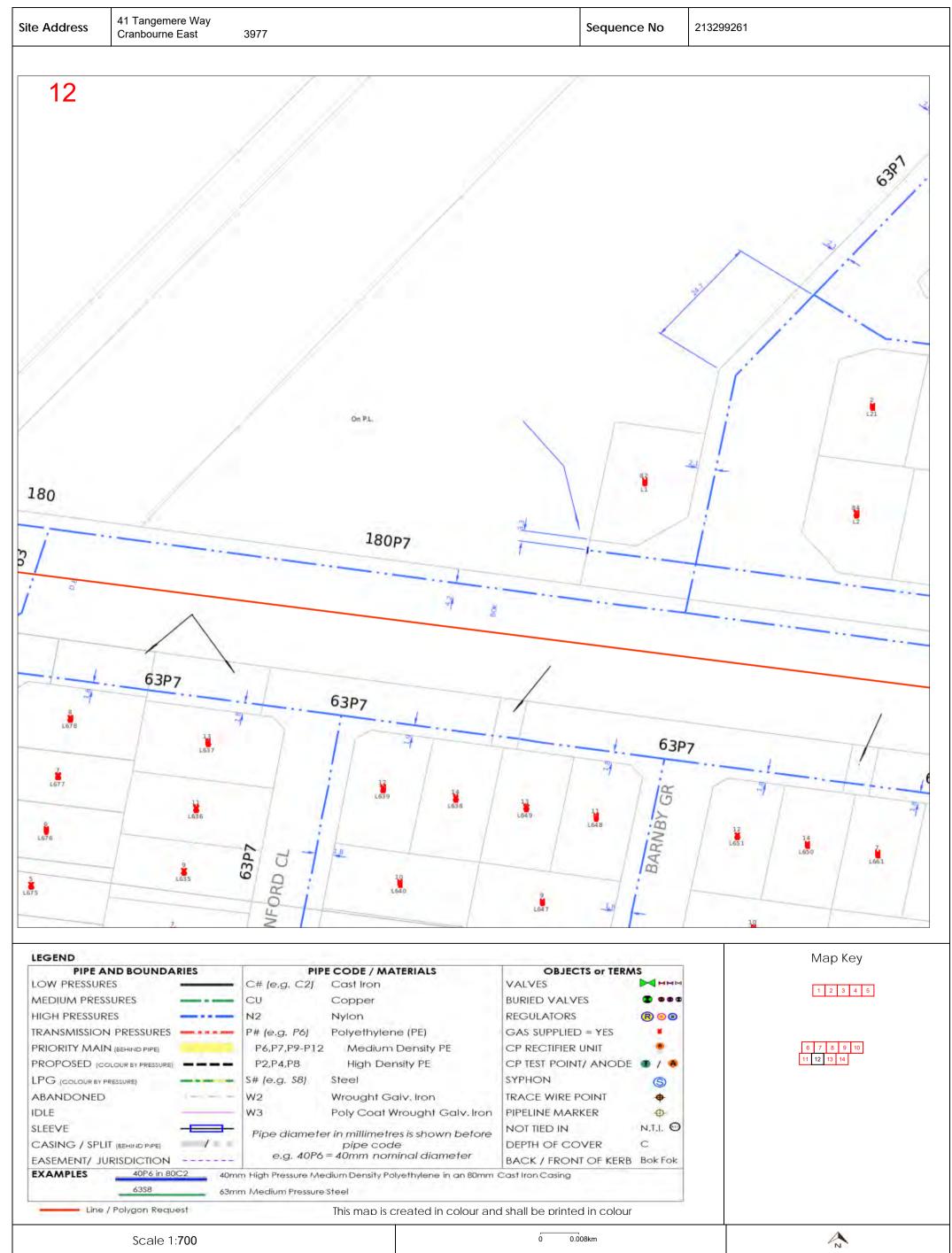






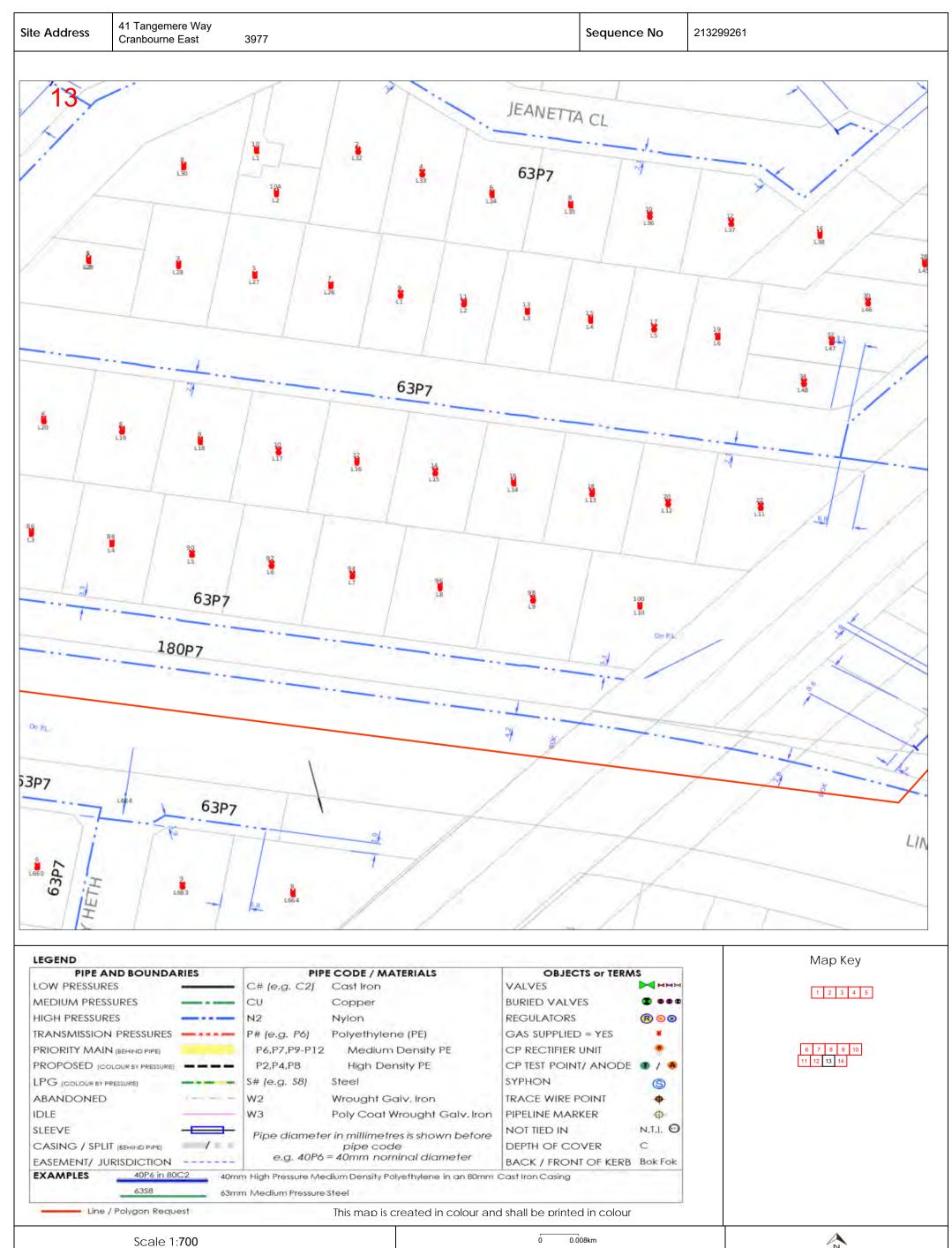






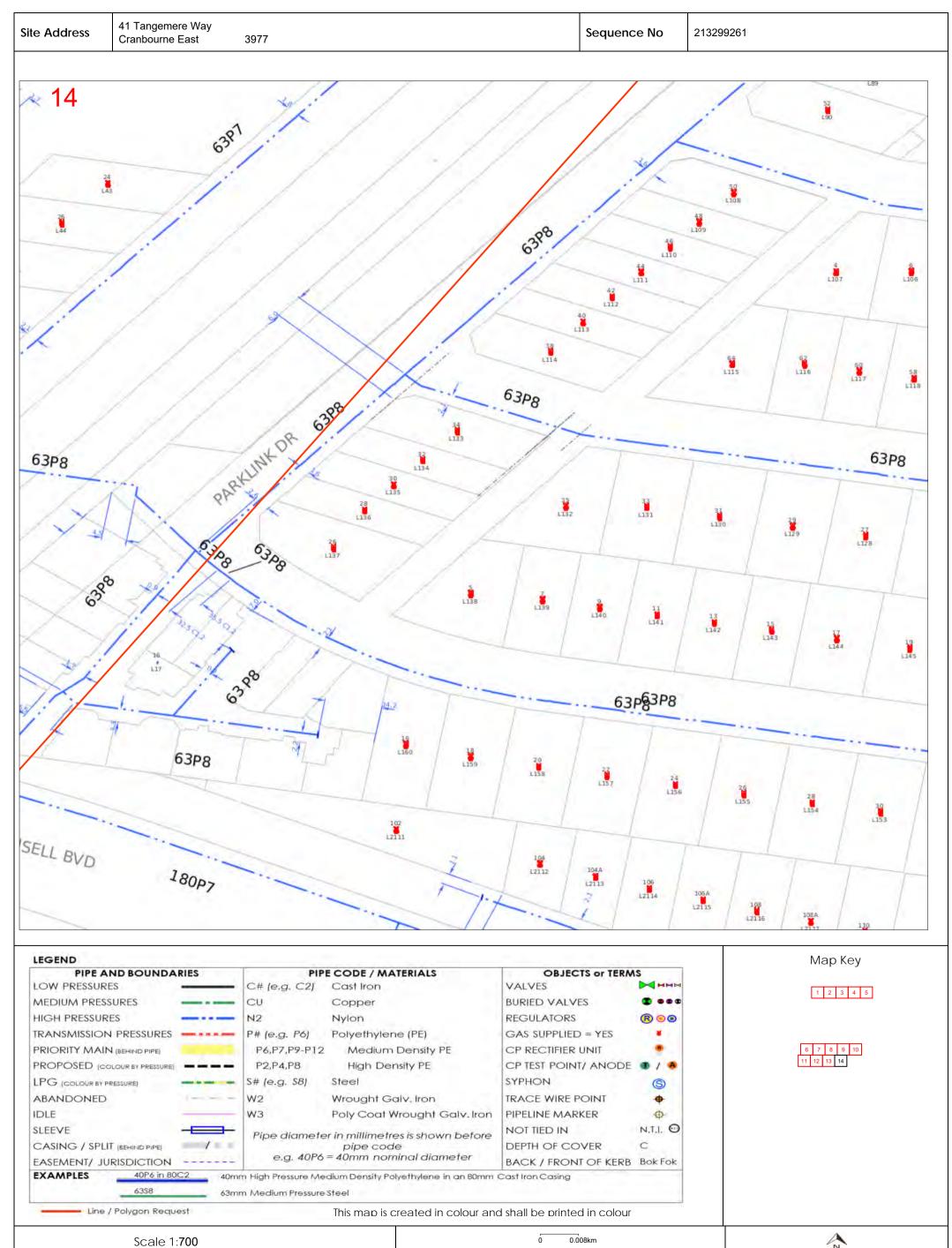














# Dial Before You Dig (DBYD)

### **Asset Location Information**

### **Enquiry Details**

Utility ID 20960

Sequence Number 213299262

Enquiry Date 05/07/2022

Response ASSETS AFFECTED

Works Address 41 Tangemere Way

Cranbourne East

Location in Road Road, Nature Strip, Footpath

Activity Non-Destructive Digging

### **Enquirer Details**

Customer ID 3115974

Contact Angelina Bosnjak

Company Angelina Bosnjak

Email abosnjak@kleinfelder.com

Phone +61400499488

### **Permit Requirements**

A Vehicle crossing permit or Working within the road reserve permit may be required to undertake intrusive digging within the City of Casey, please refer to our website for more information

https://www.casey.vic.gov.au/apply-vehicle-crossings-permit

https://www.casey.vic.gov.au/apply-working-within-road-reserve-permit



Requirements to apply for a consent are nominated in the Road Management (Works and infrastructure) Regulations 2015.

### **Asset Location Information**

The attached plans show the approximate location of the City of Casey underground assets located near your enquiry area.

This advice is valid for 28 days from the date of issue of this document.

Please review the information provided and if you have any further questions please contact the City of Casey Engineering and Asset Management Department on 9705 5200.

### **Warning**

The City of Casey makes no warranty as to the accuracy or completeness of the enclosed plans and does not assume any duty of care to you nor any responsibility for the accuracy, adequacy, suitability or completeness of the plans or for any error, omission, lack of detail, transmission failure or corruption in the information provided.

The City of Casey does not accept any responsibility for any loss that you or anyone else may suffer in connection with the provision of these plans, however that loss may arise.

As the recipient of these plans, you must use your own care and diligence in carrying out your works and must carry out further surveys to accurately locate underground services at your work site. Visual locating of underground assets must be carried out by hand digging or using non-destructive water jet method (pot holing) where your construction activities may damage or interfere with City of Casey assets.

### **Asset Damage**

You will be held responsible for any damage you cause to City of Casey assets.

City of Casey will seek compensation for any loss caused by damage to its assets.

Damage to any City of Casey asset must be immediately reported to the City of Casey Works Centre on 9705 5200.

### **Asset Relocation**

You are not permitted to relocate, modify or alter any City of Casey asset without prior approval from Council.

Please contact the City of Casey on 9705 5200 for all enquiries relating to relocation of Council assets.

### **Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service) caseycc@casey.vic.gov.au

casey.vic.gov.au

facebook.com/CityOfCasey

© @CityOfCasey

PO Box 1000 Narre Warren VIC 3805

### **Customer Service Centres**

Cranbourne

Cranbourne Park Shopping Centre

Narre Warren Magid Drive

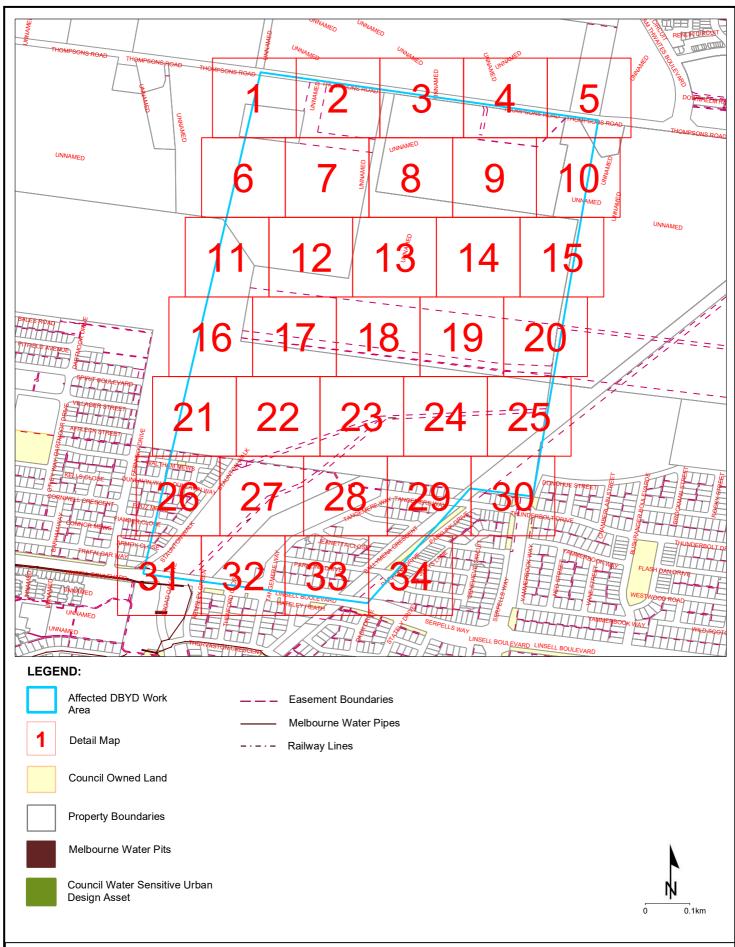
Narre Warren South Amberly Park Shopping Centre



# Casey Overview Map

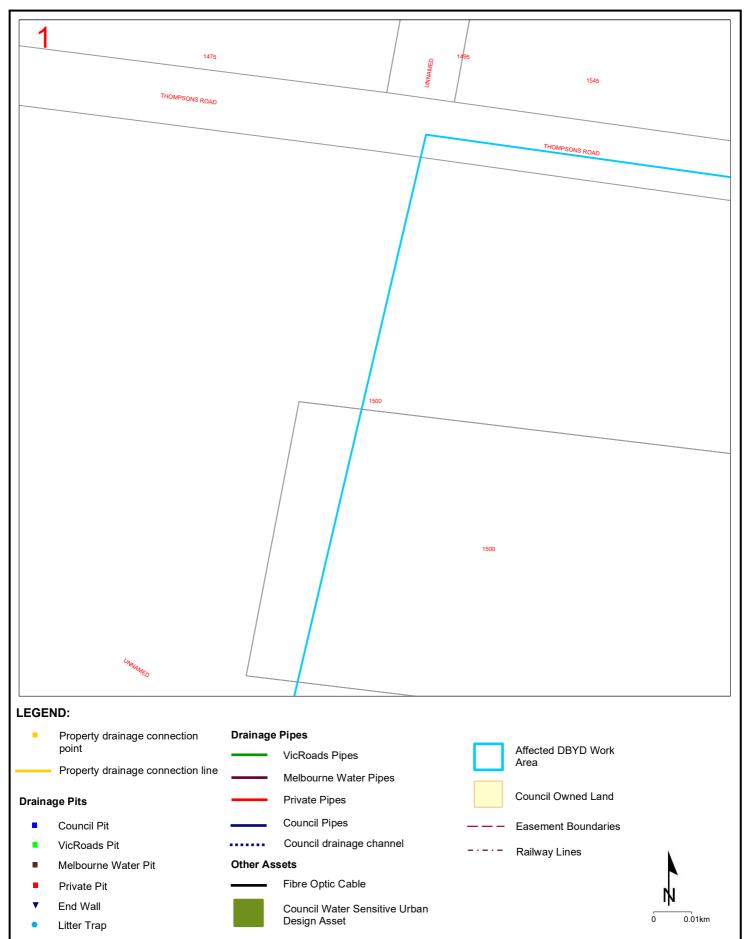
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41 Tangemere Way Cranbourne East



### Disclaimer:

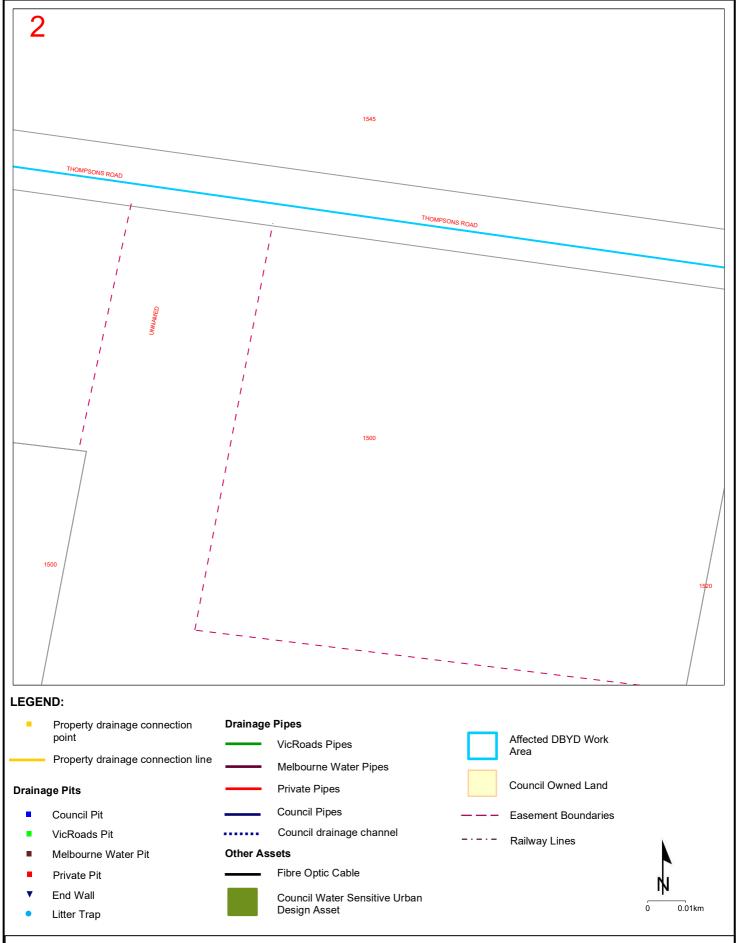
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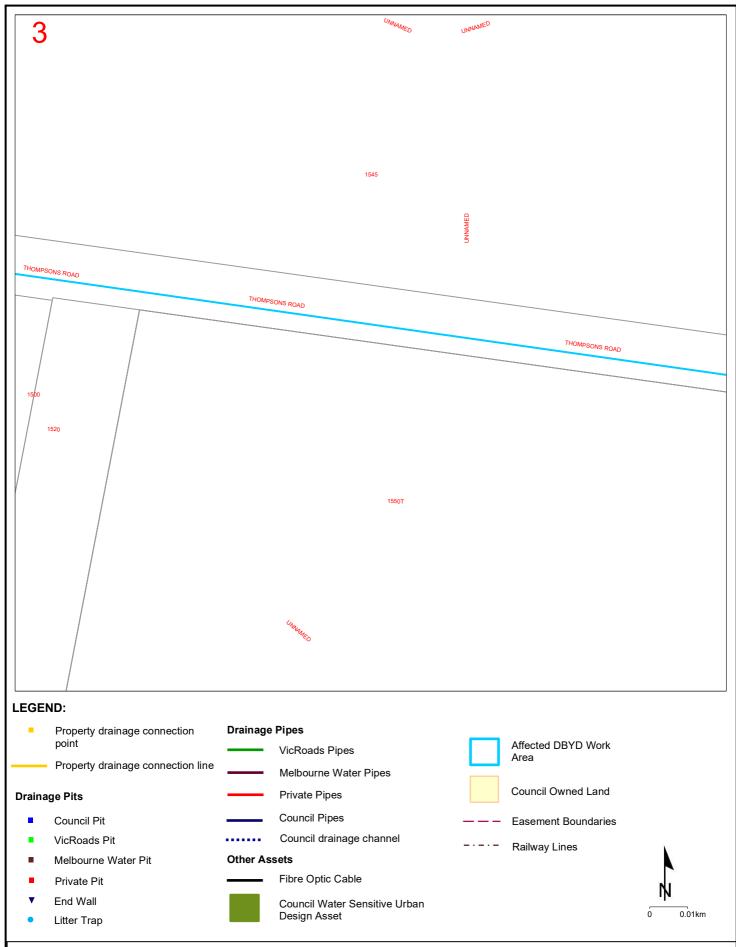
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41 Tangemere Way Cranbourne East



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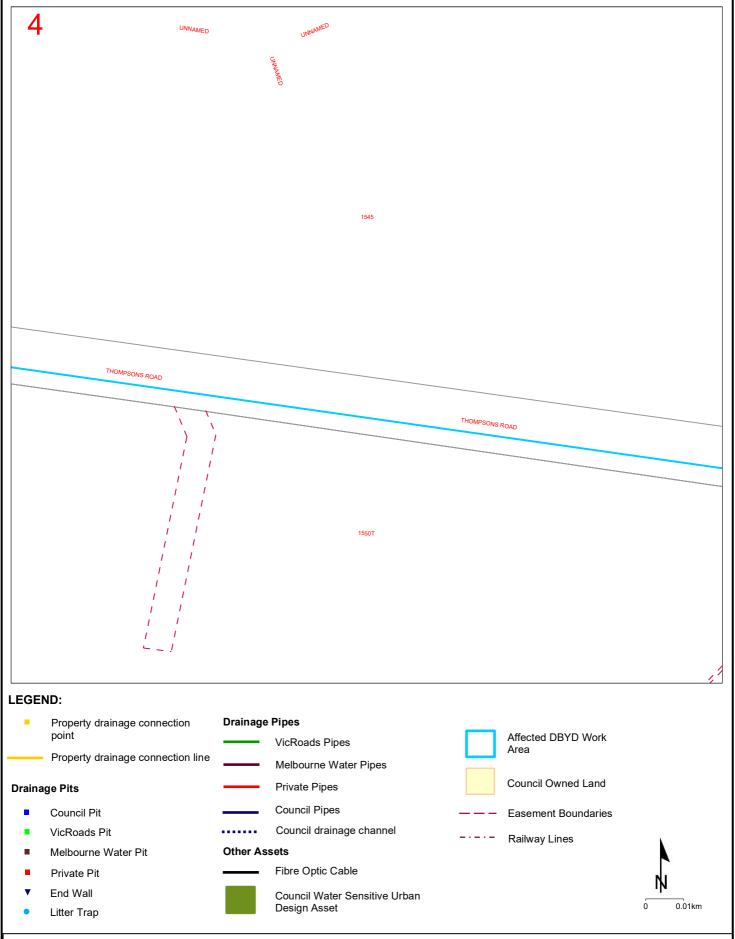
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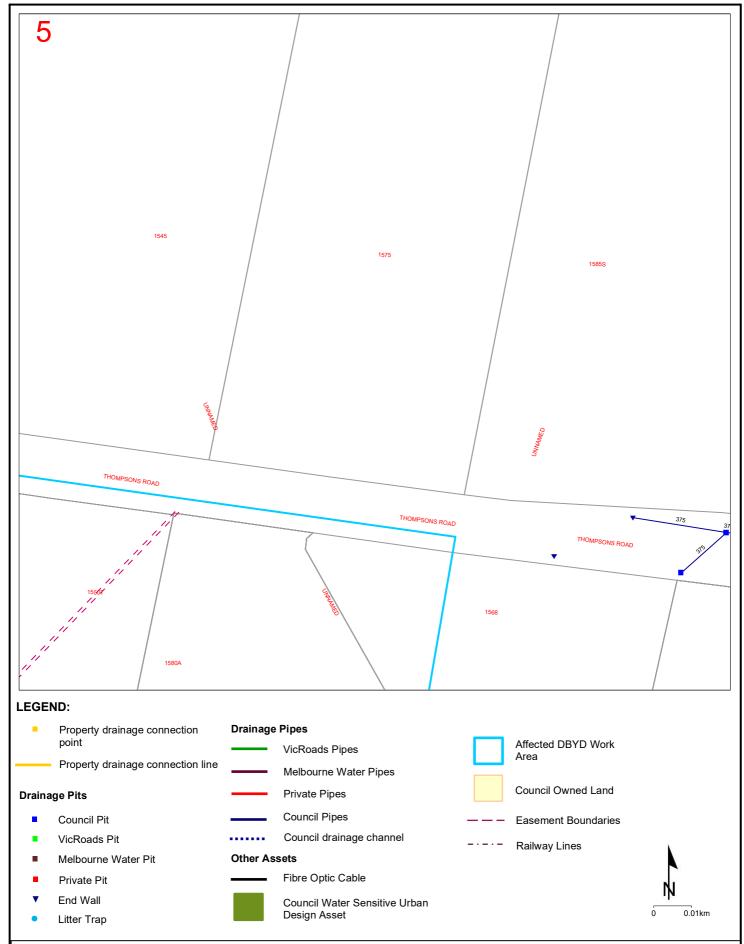
41 Tangemere Way Cranbourne East



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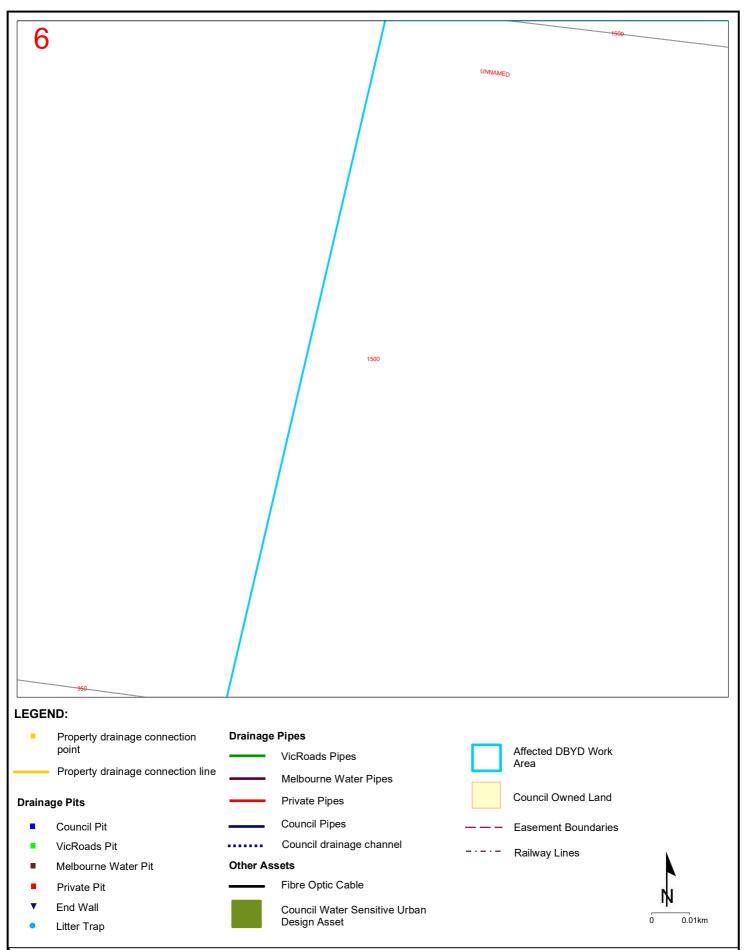
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41 Tangemere Way Cranbourne East



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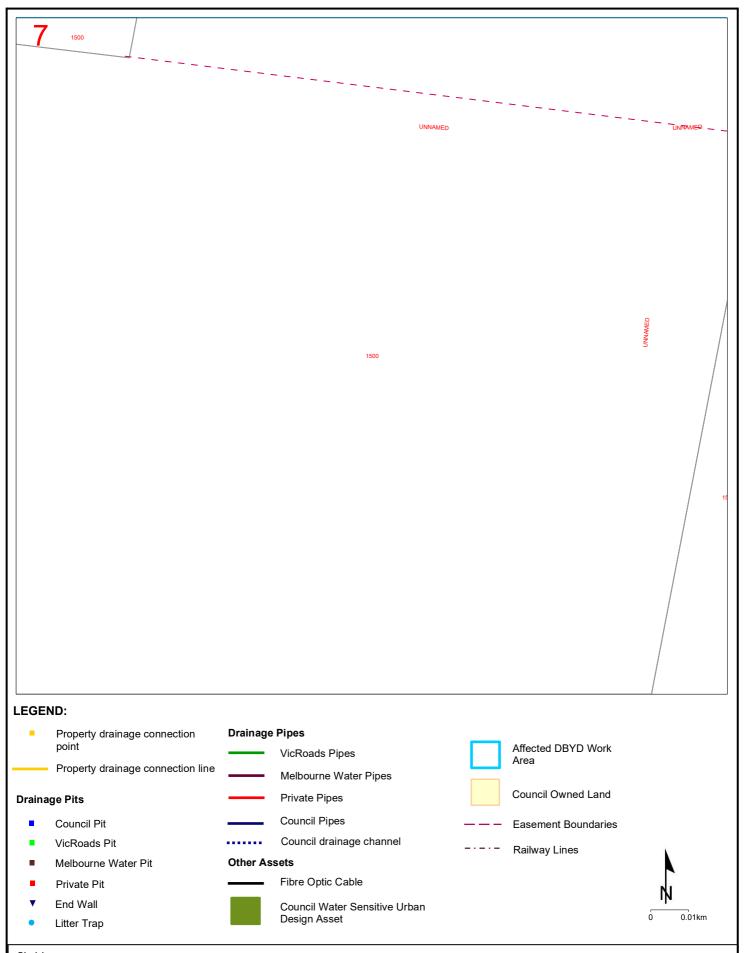
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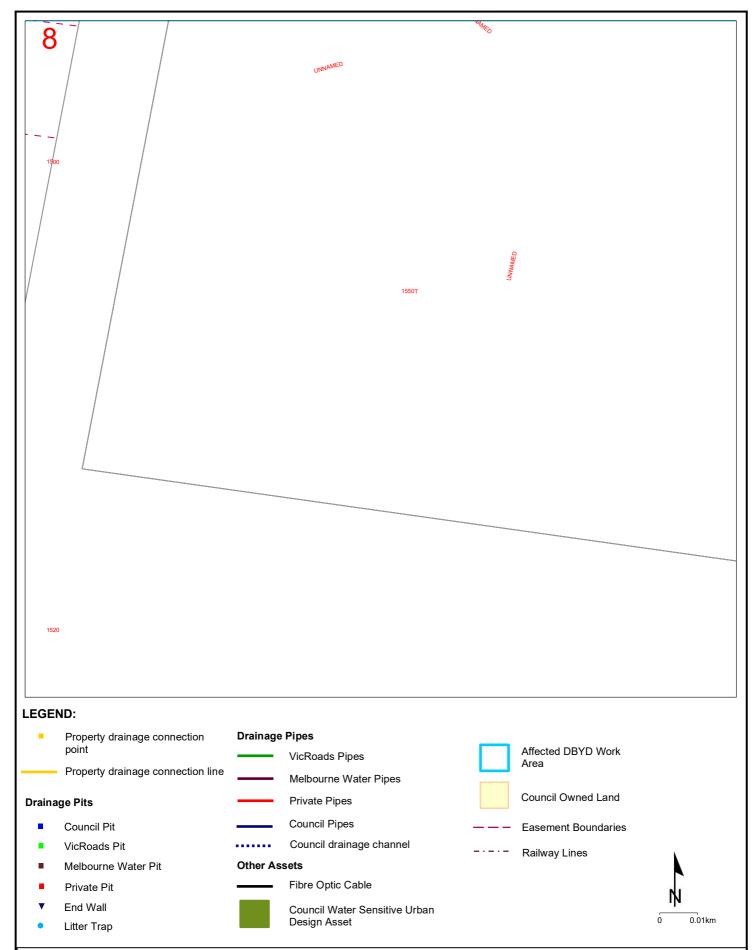
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41 Tangemere Way Cranbourne East



# **Sequence No:** 213299262

41 Tangemere Way Cranbourne East

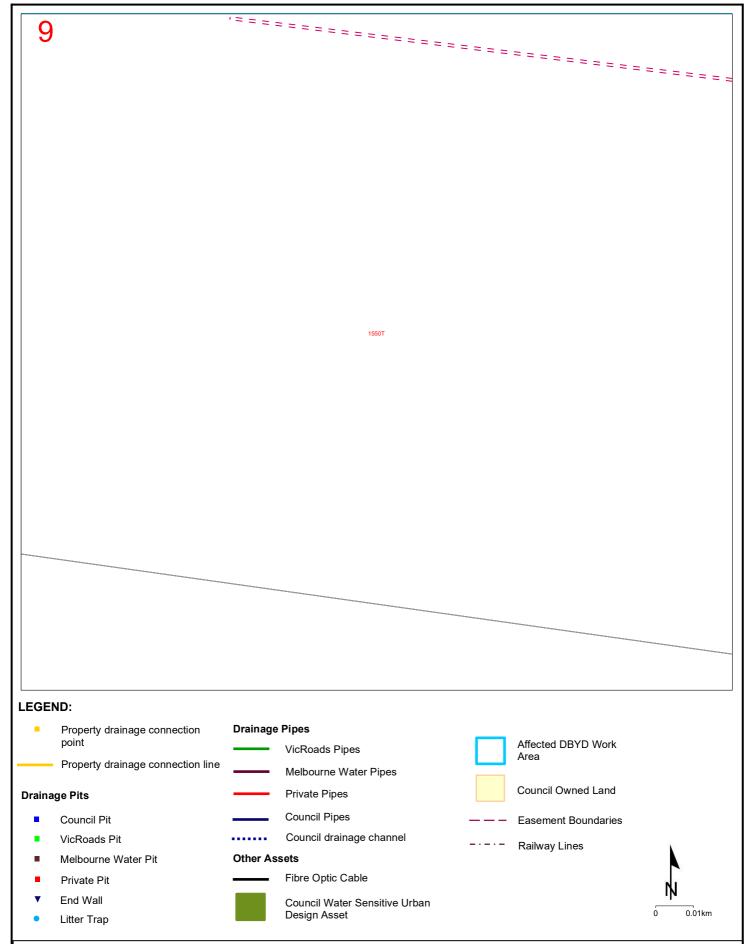


### Disclaimer:



### **Sequence No:** 213299262

41 Tangemere Way Cranbourne East



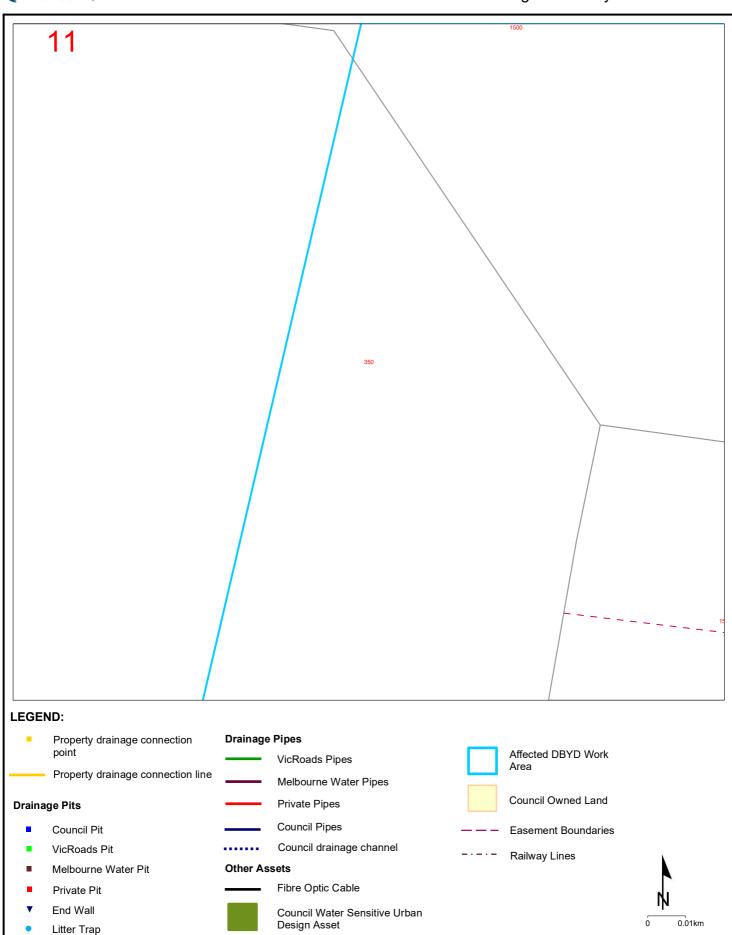
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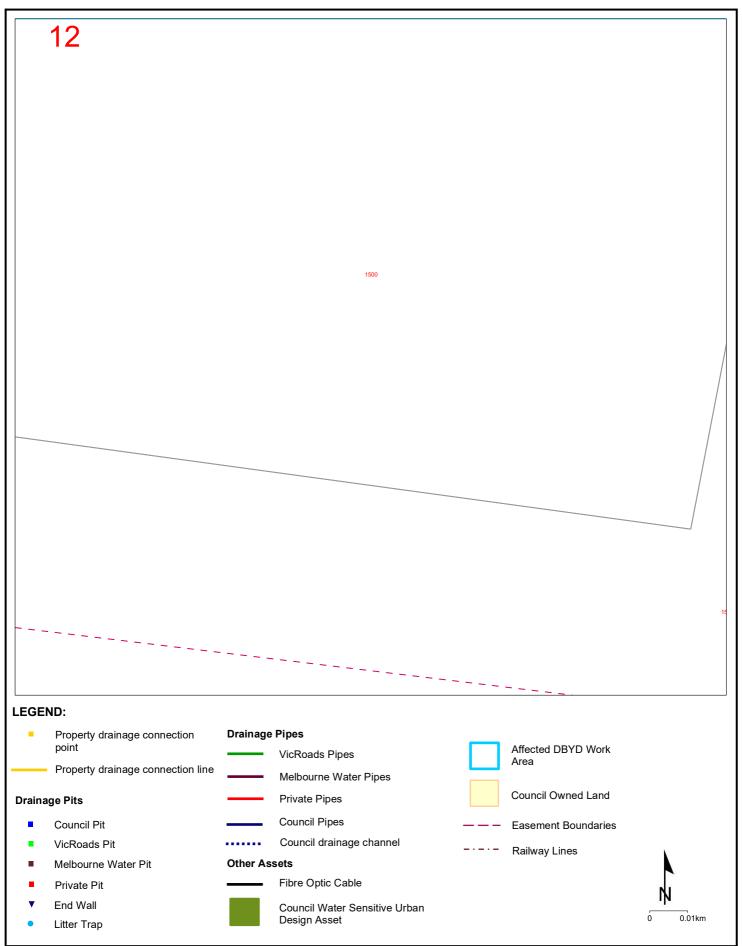
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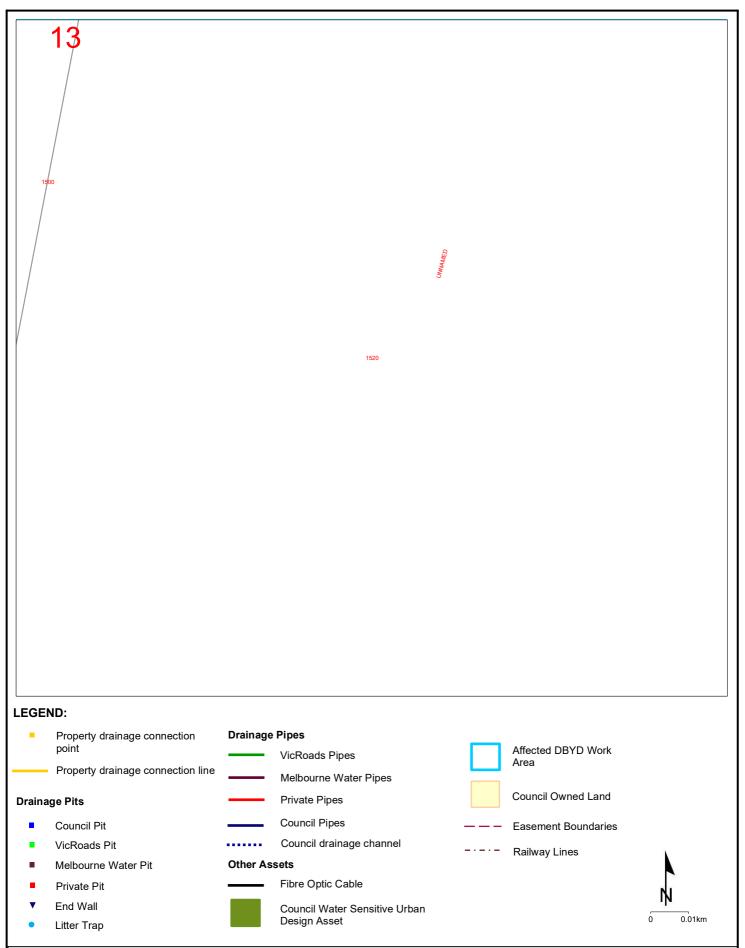
### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East

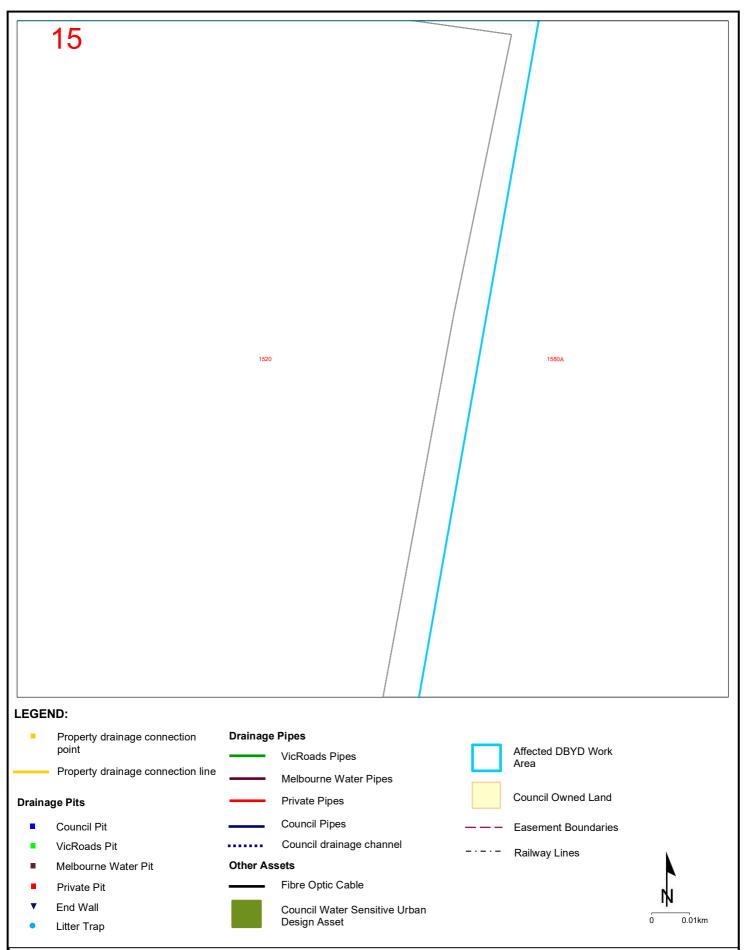


### Disclaimer:

**Sequence No:** 213299262 41 Tangemere Way Cranbourne East

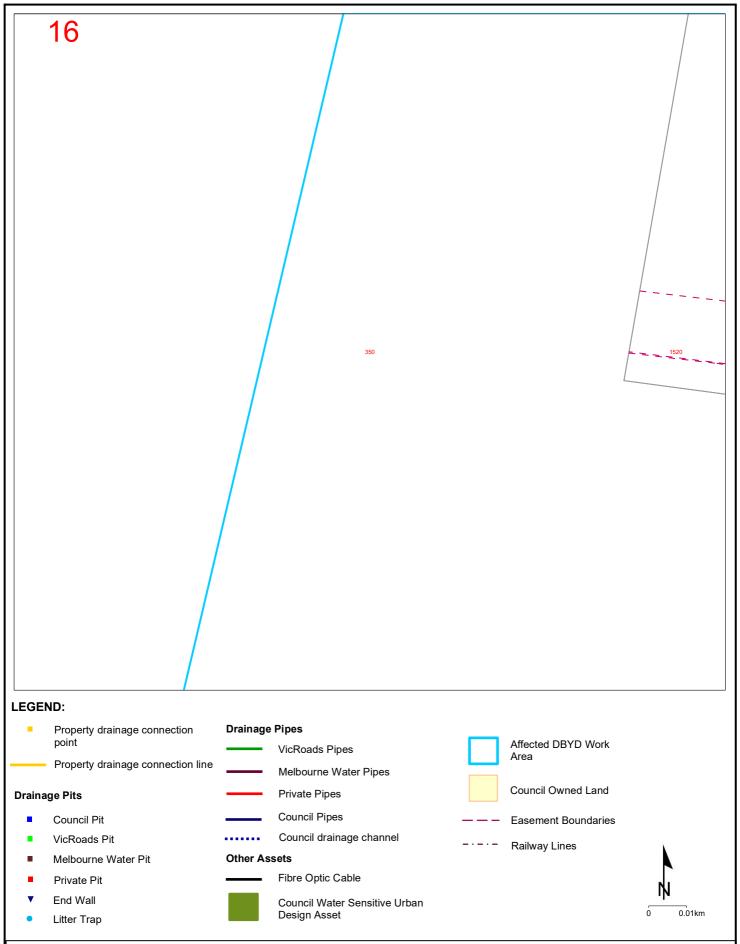
	14				
			1520		
			1520		
LEGE	ND:  Property drainage connection	Drainage	Pines		
_	point	Dramage	VicRoads Pipes	Affected DBYD Work Area	
	Property drainage connection line		Melbourne Water Pipes		
Draina	ge Pits		Private Pipes	Council Owned Land	
•	Council Pit		Council Pipes	 Easement Boundaries	
•	VicRoads Pit		Council drainage channel	 Railway Lines	<b>L</b>
	Melbourne Water Pit	Other As			
•	Private Pit		Fibre Optic Cable		ή
•	End Wall Litter Trap		Council Water Sensitive Urban Design Asset		0 0.01km
	·				

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



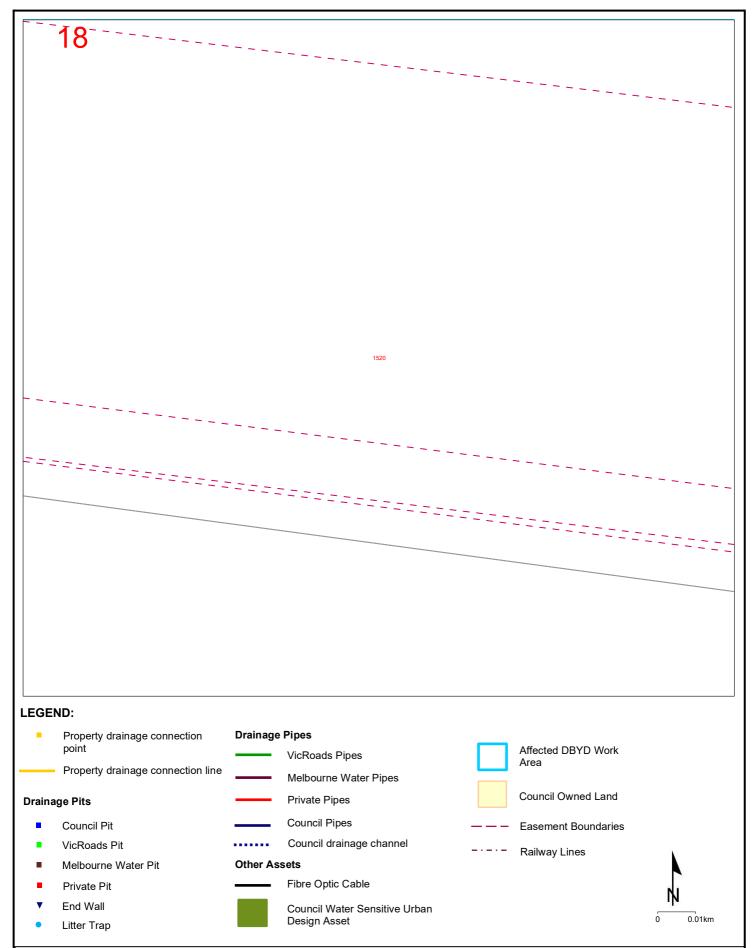
### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East

LEGEND: **Drainage Pipes** Property drainage connection point Affected DBYD Work VicRoads Pipes Property drainage connection line Melbourne Water Pipes Council Owned Land Private Pipes **Drainage Pits** Council Pipes Council Pit **Easement Boundaries** Council drainage channel VicRoads Pit Railway Lines Melbourne Water Pit Other Assets Fibre Optic Cable Private Pit End Wall Council Water Sensitive Urban Design Asset Litter Trap

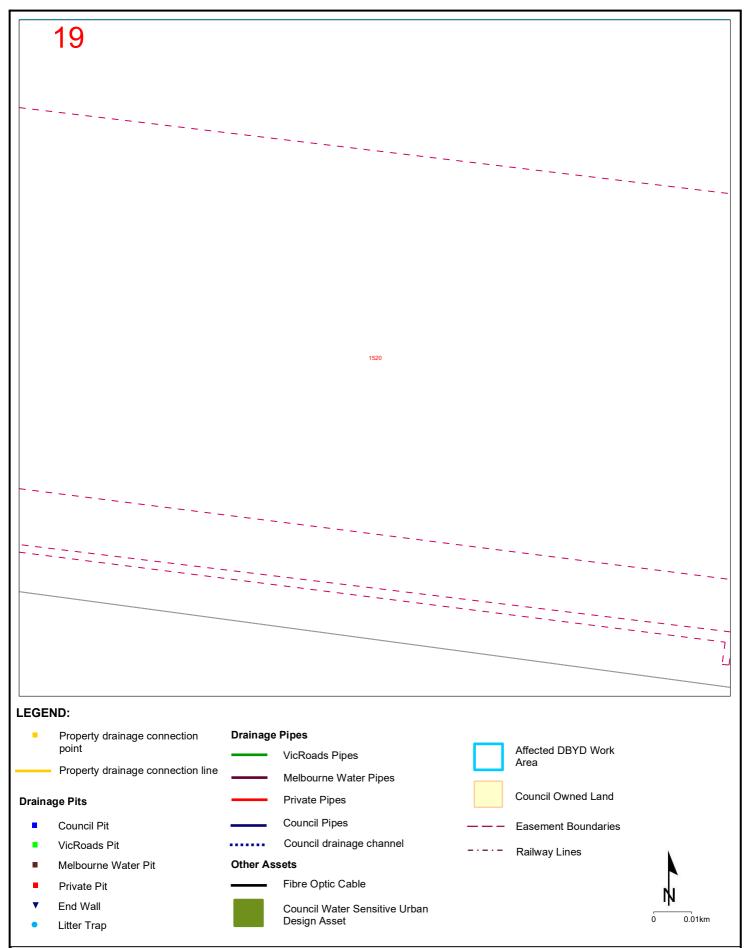
#### Disclaimer:

41 Tangemere Way Cranbourne East



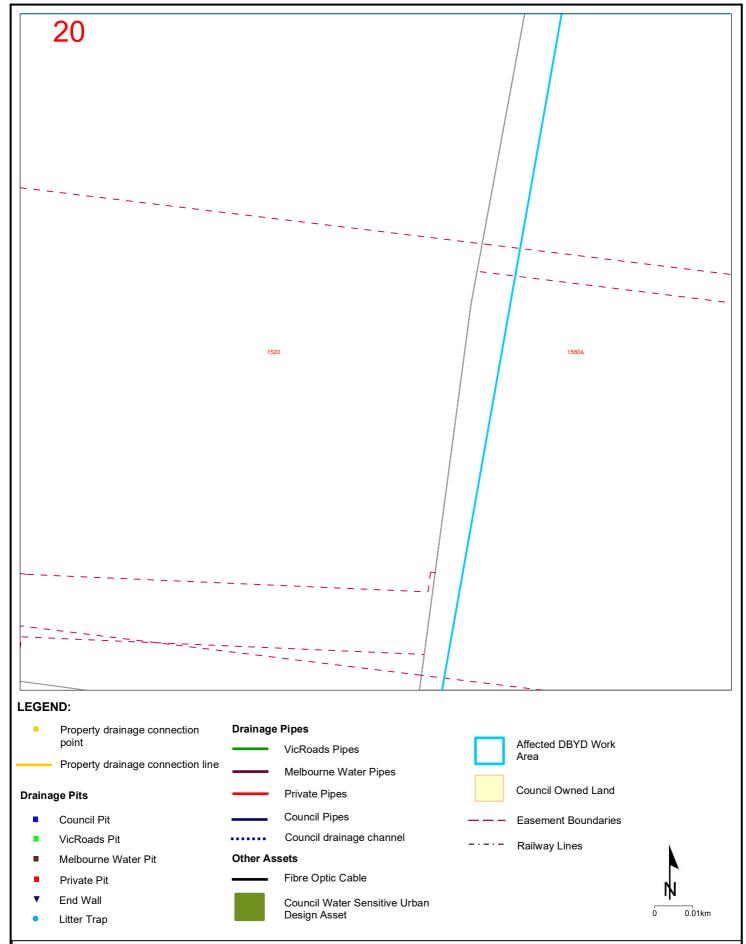
#### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



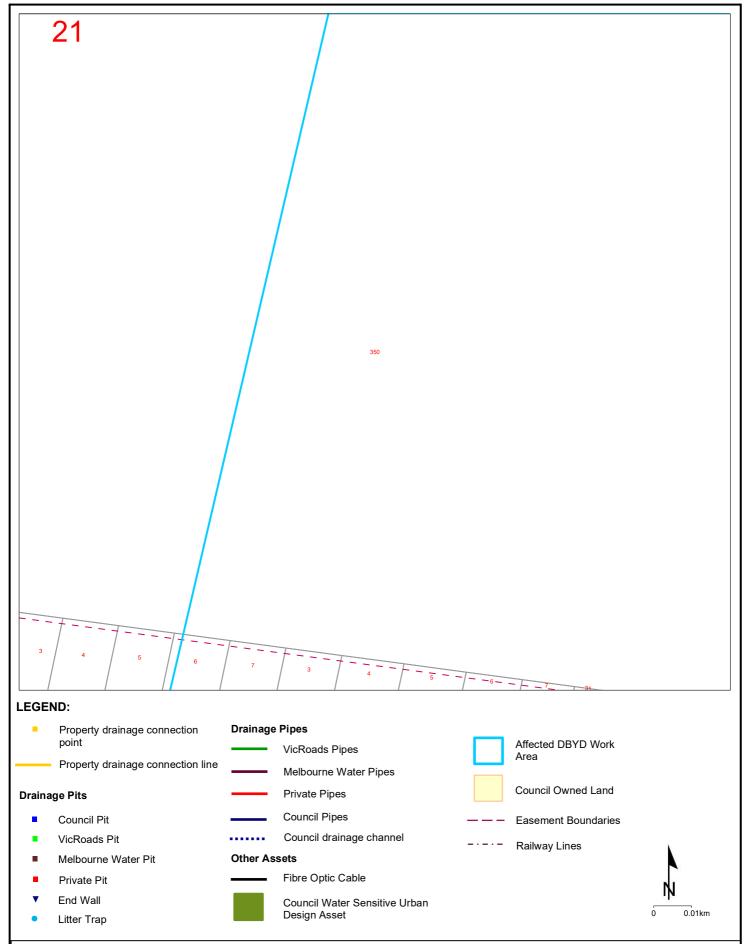
#### Disclaimer:

41 Tangemere Way Cranbourne East



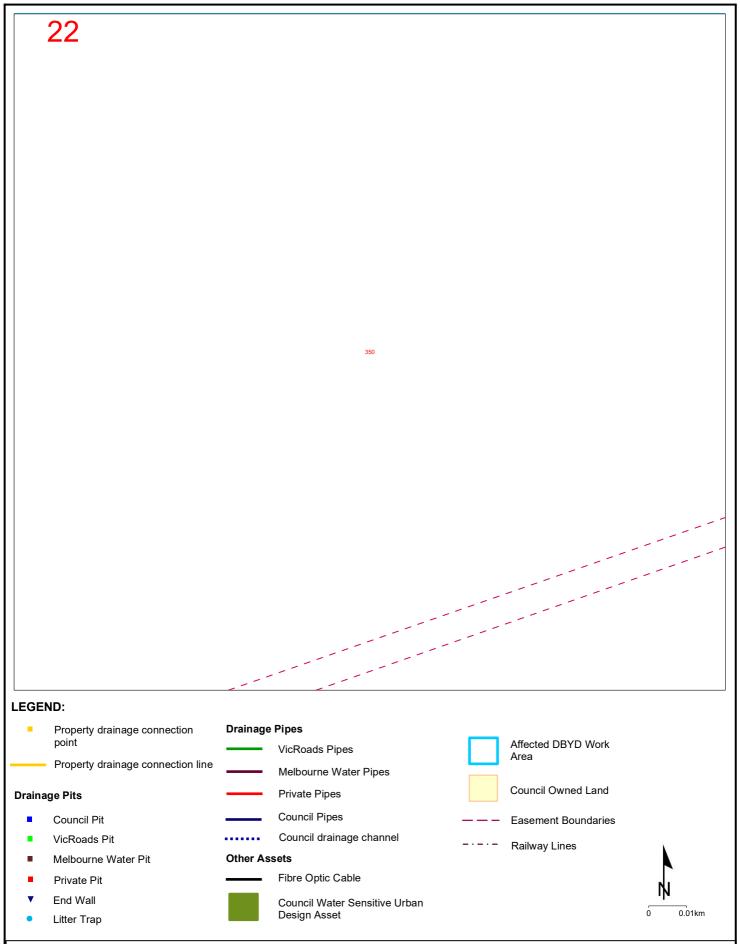
#### Disclaimer:

41 Tangemere Way Cranbourne East



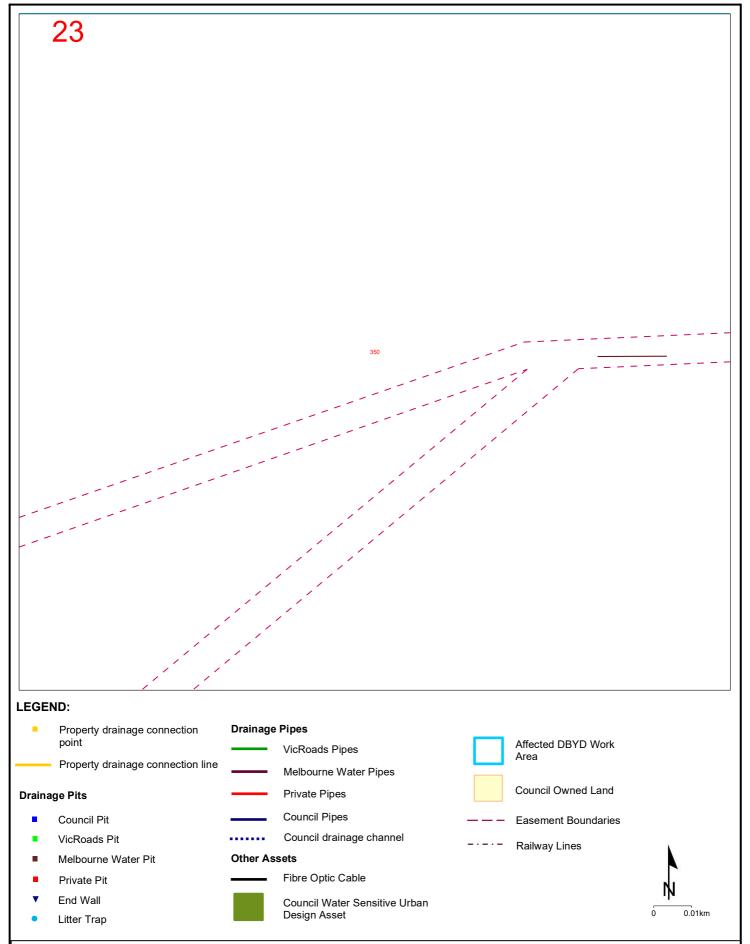
#### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



#### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East

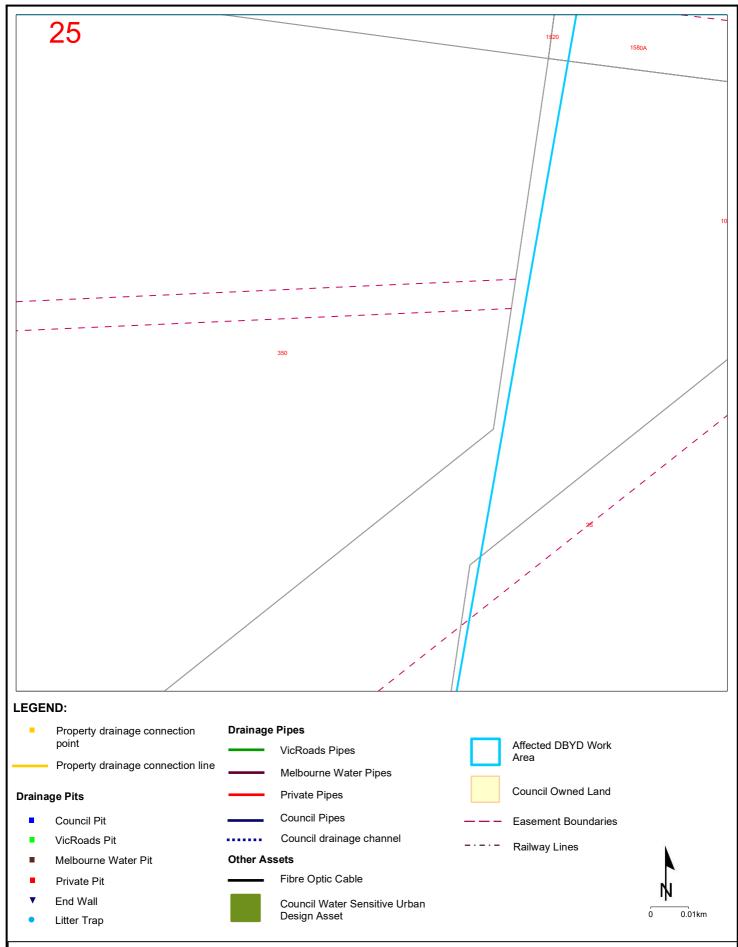


#### Disclaimer:

# **Sequence No:** 213299262 41 Tangemere Way Cranbourne East

	24		
LEGEI	ND: Property drainage connection	Drainage Pipes	
	point	VicRoads Pines Affected DBYD Work	
	Property drainage connection line	Melbourne Water Pipes  Area	
Draina	ge Pits	Private Pipes Council Owned Land	
•	Council Pit	Council Pipes — — Easement Boundaries	
•	VicRoads Pit	Council drainage channel	9
	Melbourne Water Pit	Other Assets	
•	Private Pit	Fibre Optic Cable	$\Gamma$
•	End Wall	Council Water Sensitive Urban	ĪΜ
•	Litter Trap	Design Asset	0 0.01km

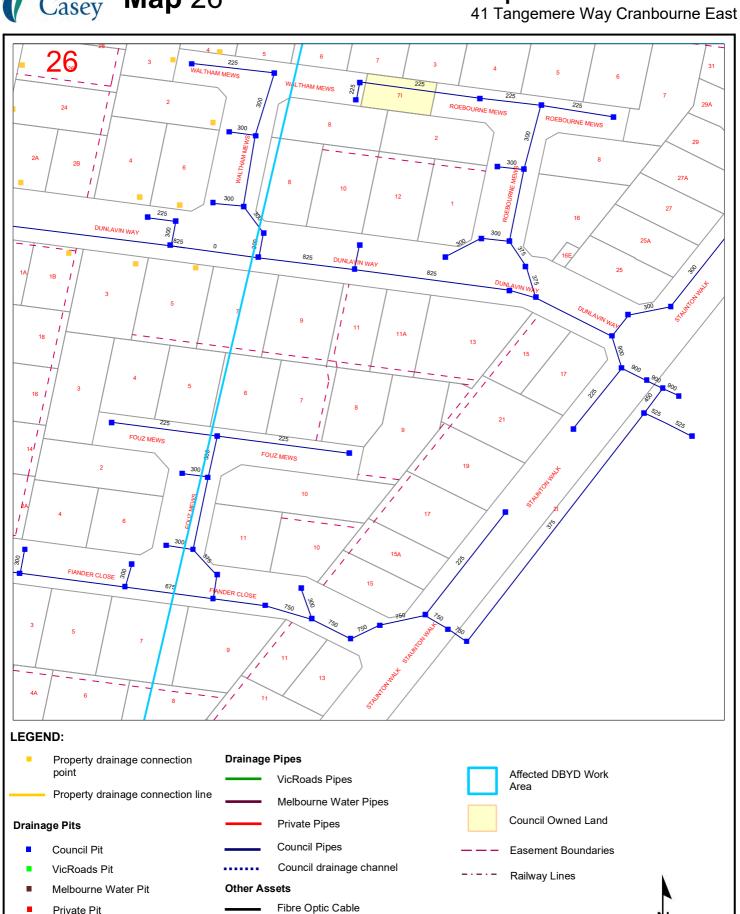
### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



#### Disclaimer:

### **Sequence No:** 213299262

0.01km



### Litter Trap

Disclaimer:

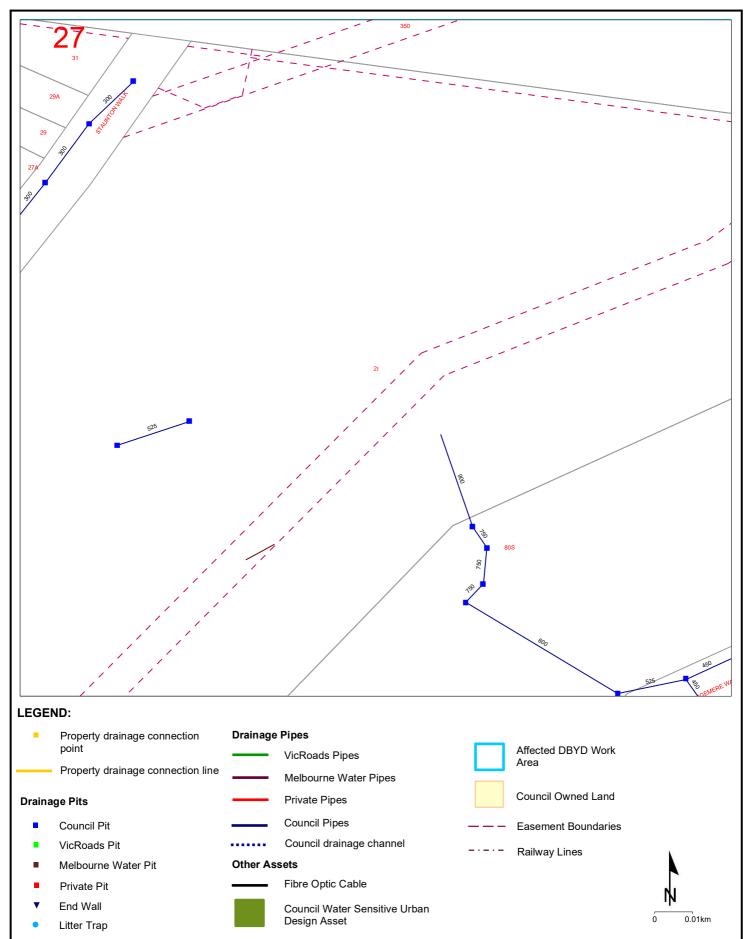
End Wall

This map has been produced by the City of Casey. The map contains data supplied under licence from the State of Victoria. Whilst every effort has been made to ensure the information contained in the map is up-to-date and accurate neither the City of Casey nor the State of Victoria accepts responsibility if the map is not complete and/or contains inaccuracies. No person should rely on the information without first obtaining independent advice from a suitably qualified person. This map is not to be reproduced without prior consent from the City of Casey.

Council Water Sensitive Urban

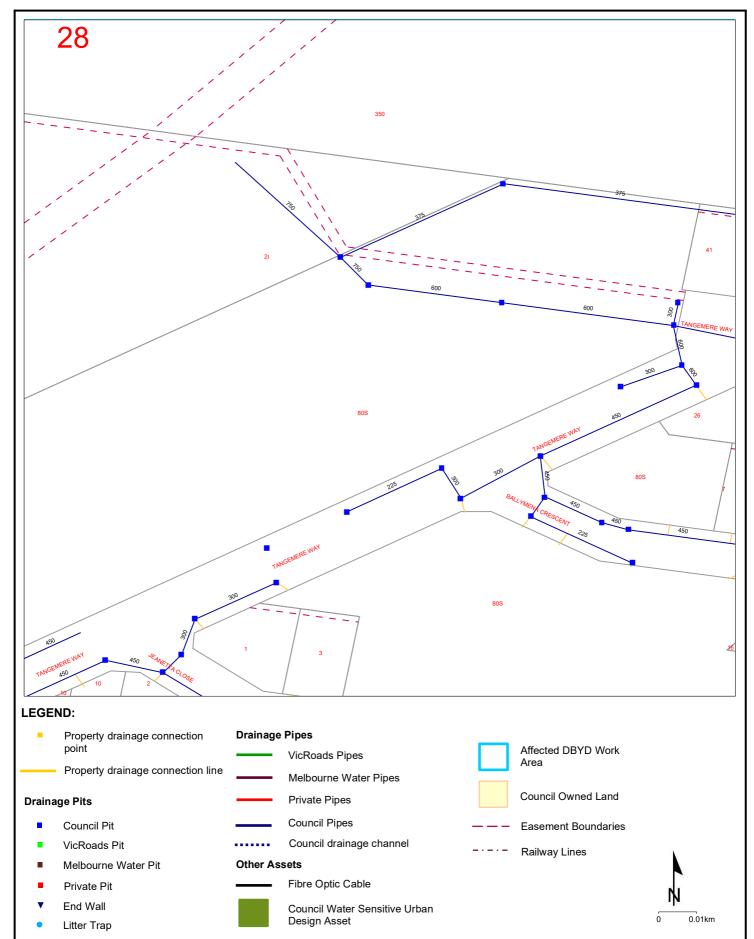
Design Asset

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



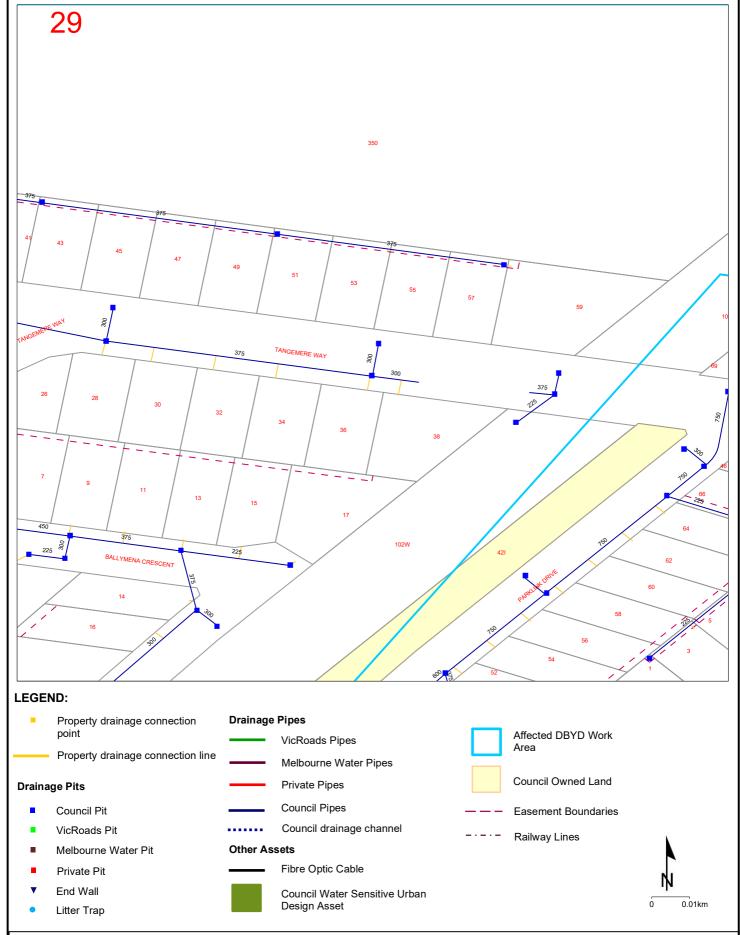
#### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



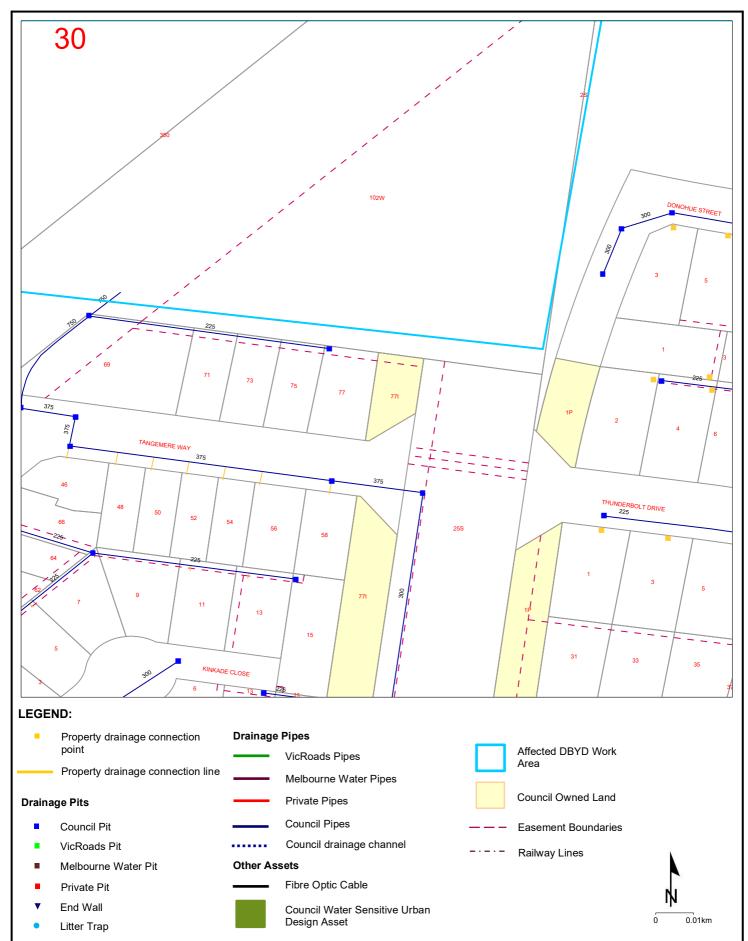
#### Disclaimer:

41 Tangemere Way Cranbourne East



#### Disclaimer:

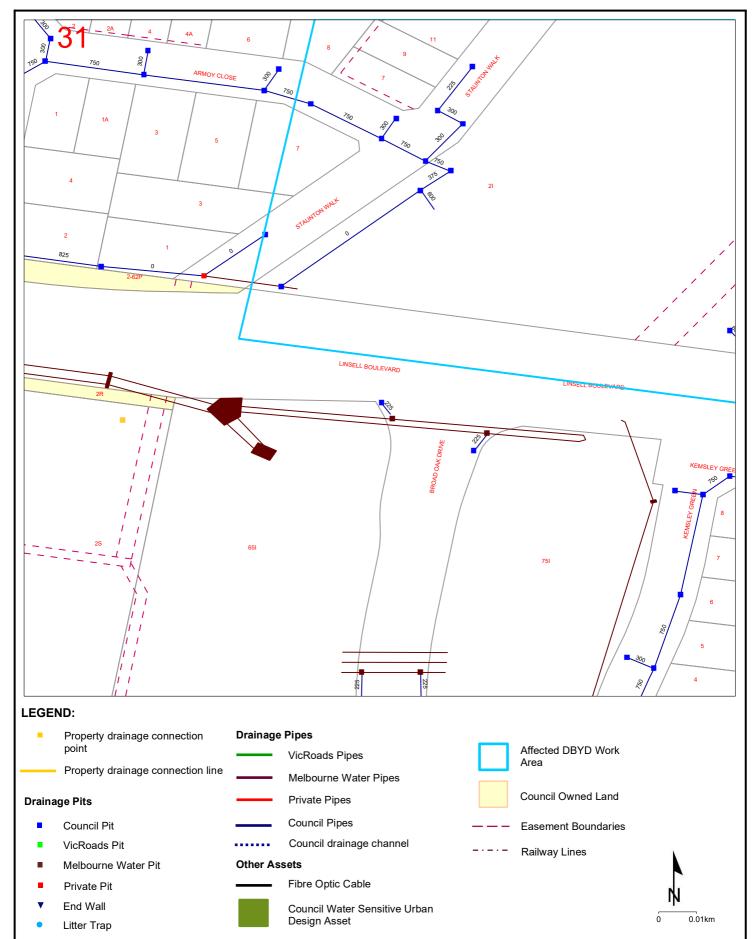
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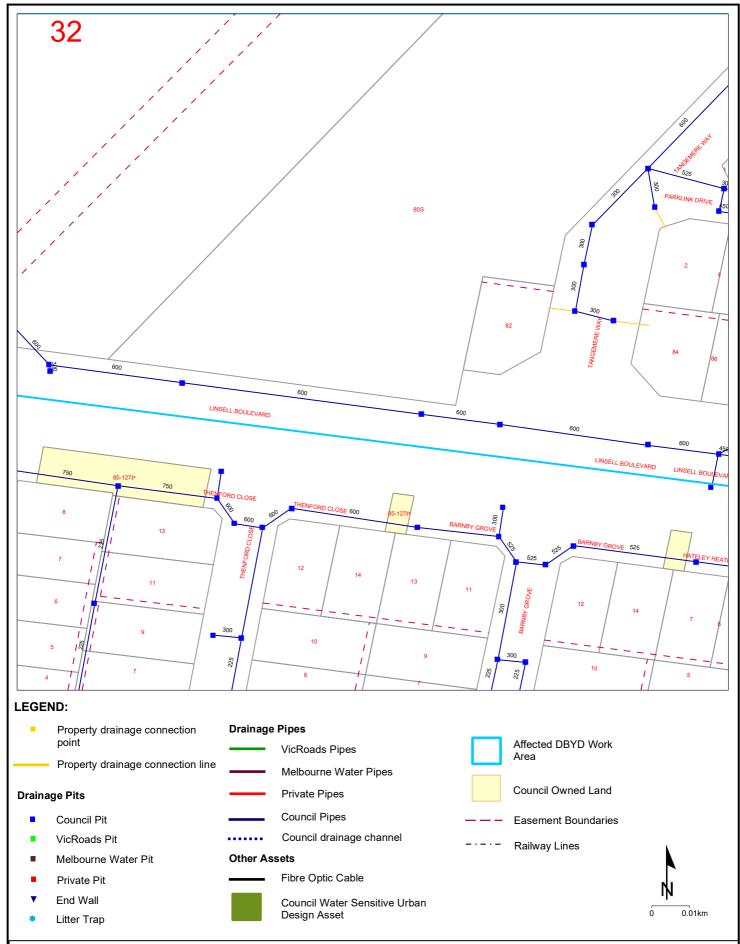
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41 Tangemere Way Cranbourne East



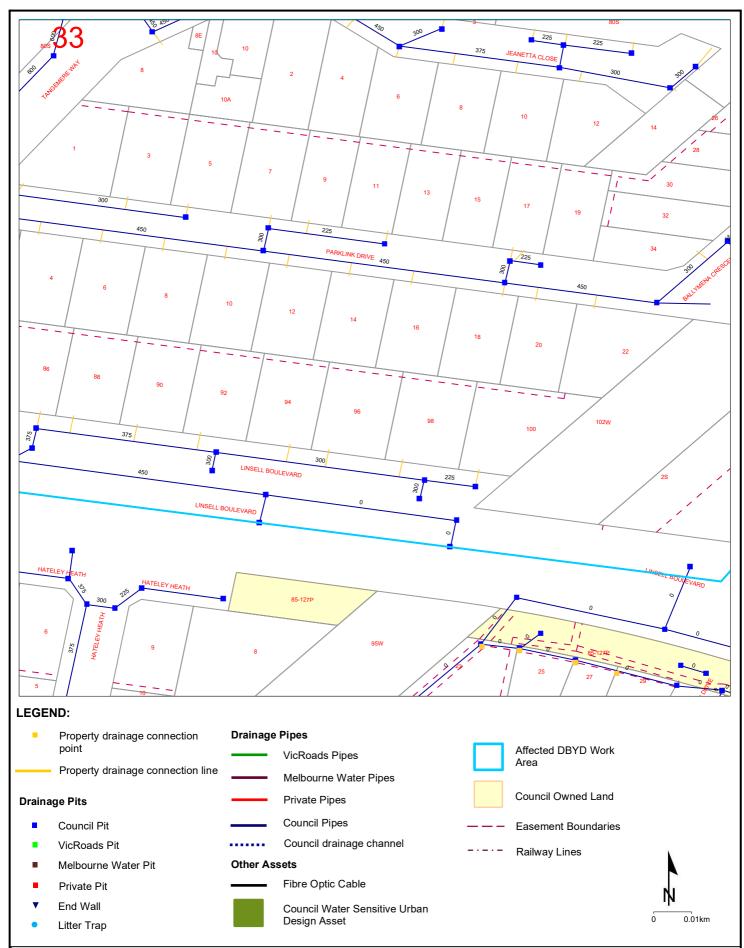
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### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



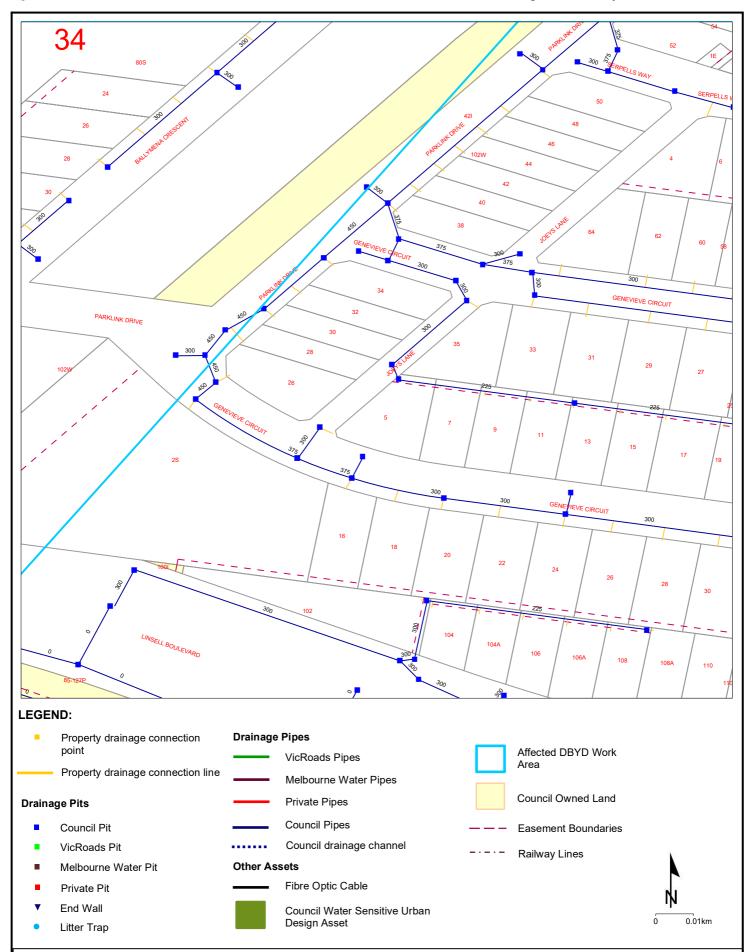
#### Disclaimer:

41 Tangemere Way Cranbourne East



#### Disclaimer:

### **Sequence No:** 213299262 41 Tangemere Way Cranbourne East



#### Disclaimer:

To: Angelina Bosnjak
Phone: Not Supplied
Fax: Not Supplied

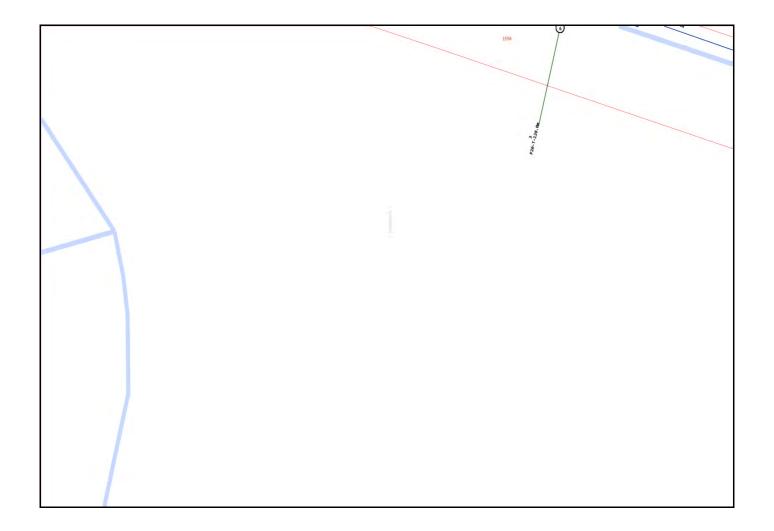
Email: abosnjak@kleinfelder.com

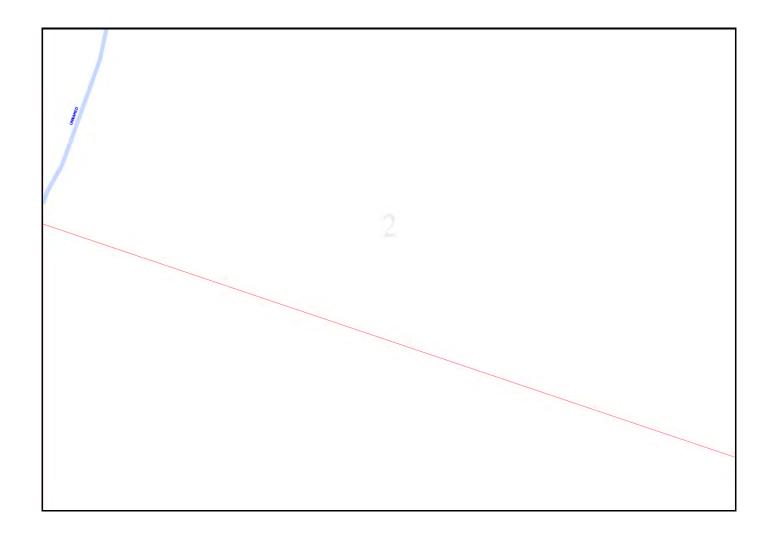
Dial before you dig Job #:	32271785	PLAN DECORE
Sequence #	213299361	YOU DIG
Issue Date:	05/07/2022	www.1100.com.gu
Location:	1580 Thompsons Road , Cranbourne East , VIC , 3977	THE TOO LONING

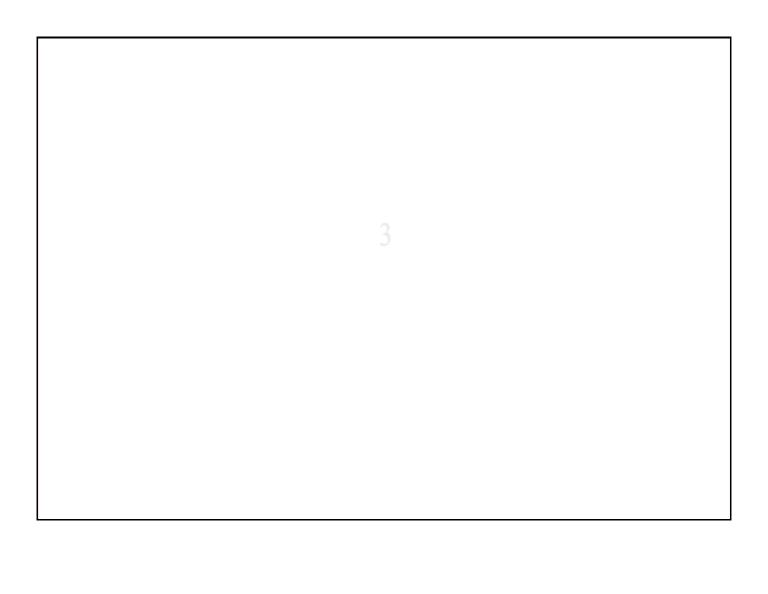
### **Indicative Plans**

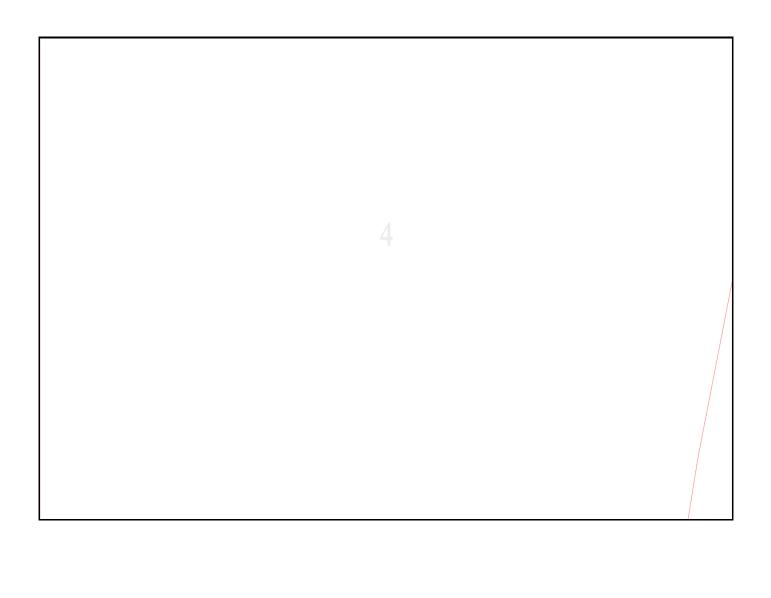
2	9	16	23
3	10	17	24
4	11	18	25
5	12	19	26
6	13	20	27
7	14	21	28

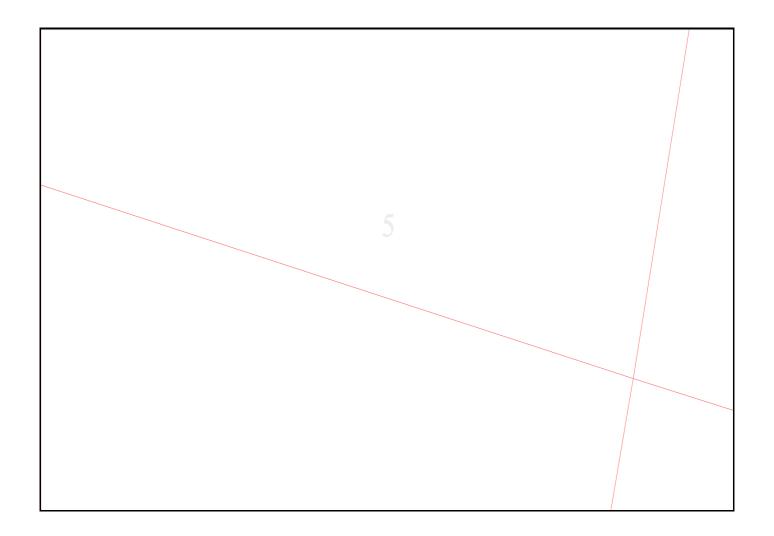
+	LEGEND nbn (6)		
44	Parcel and the location  Pit with size "5"		
3			
<b>(2E)</b>	Power Pit with size "2E".  Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.		
	Manhole		
$\otimes$	Pilfar		
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2.  One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.  One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.		
3 1 0	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.		
-00-	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.		
-0-0-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.		
-0-0-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.		
BROADWAY ST	Road and the street name "Broadway ST"		
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m		

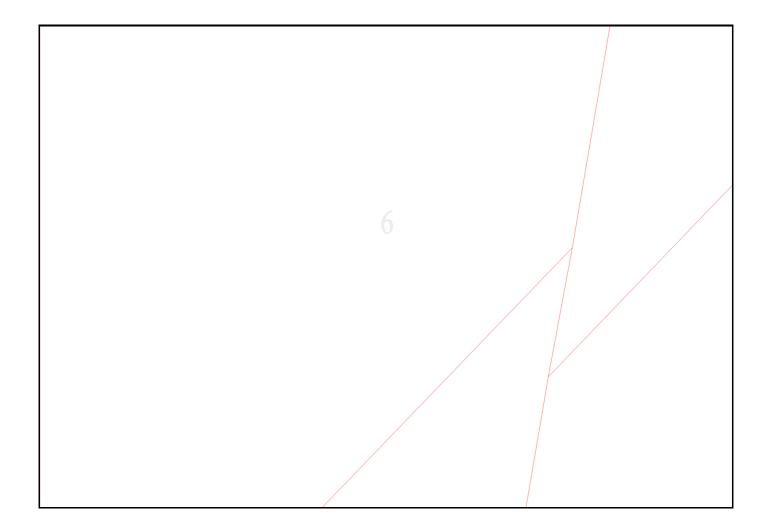


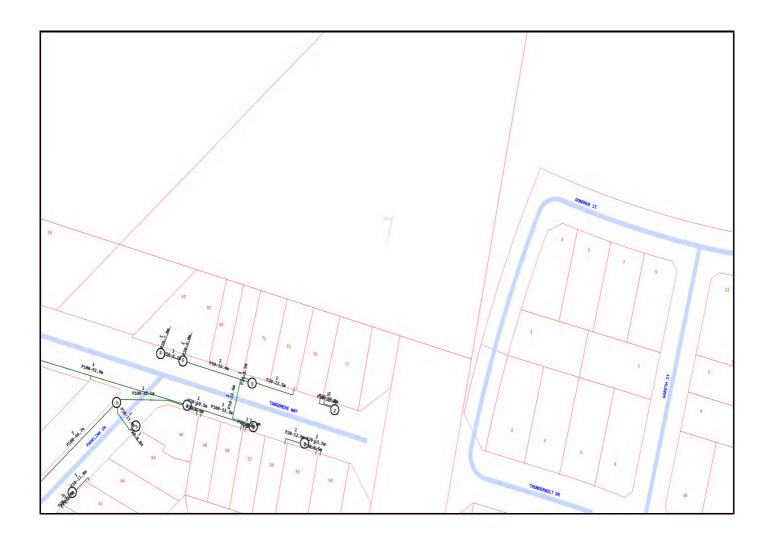




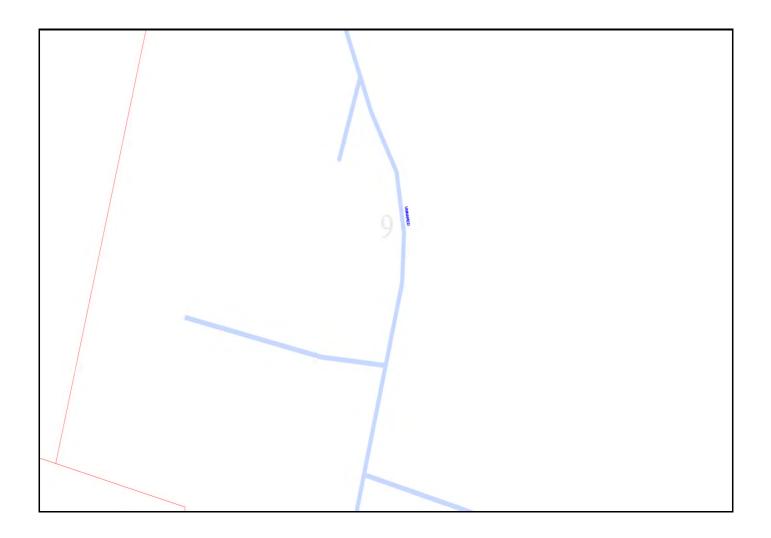


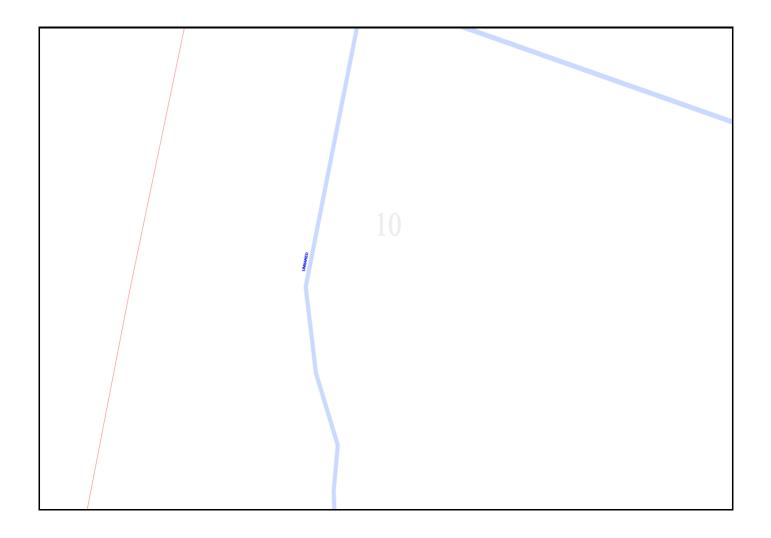


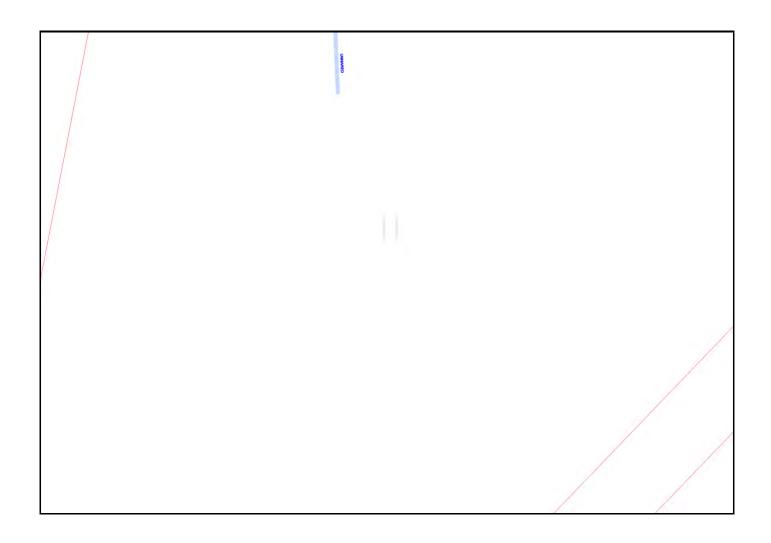


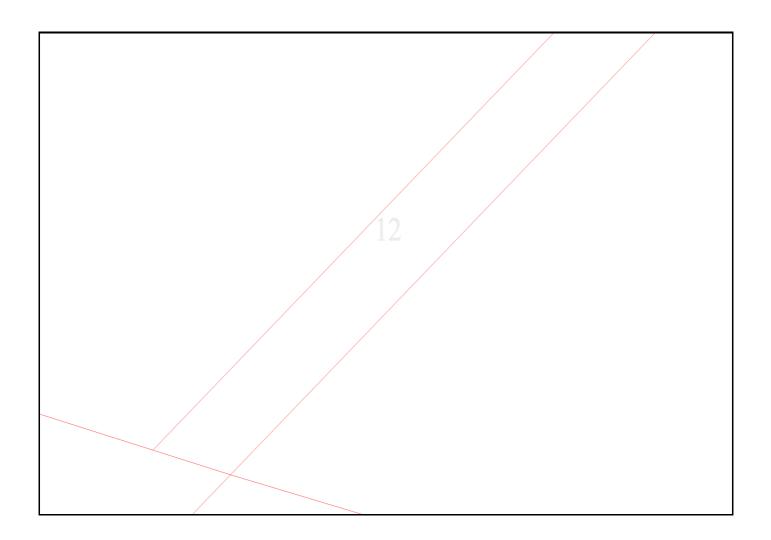


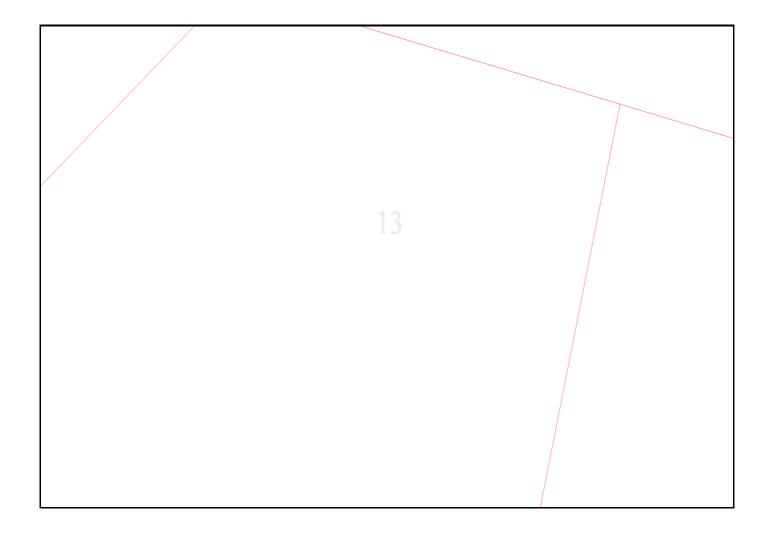




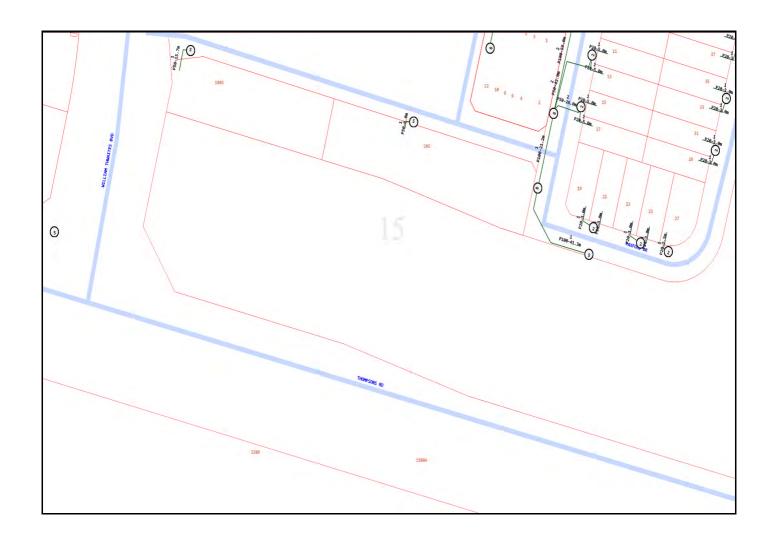


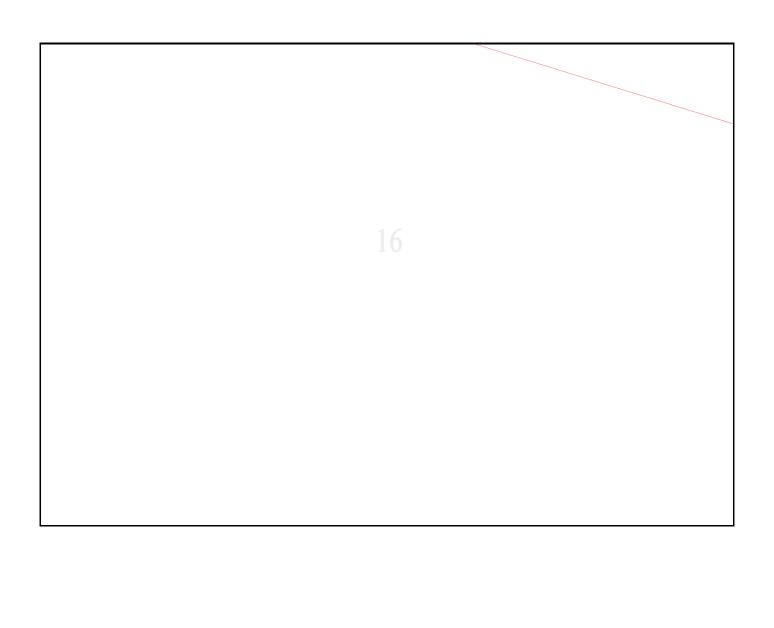


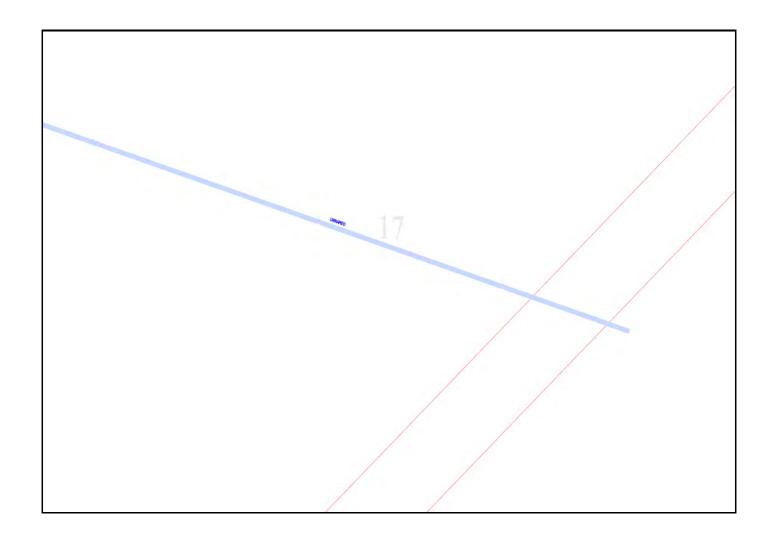


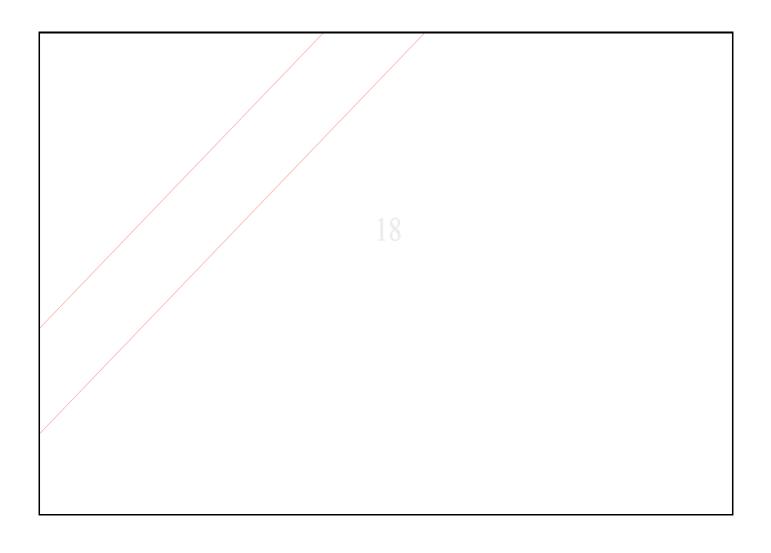


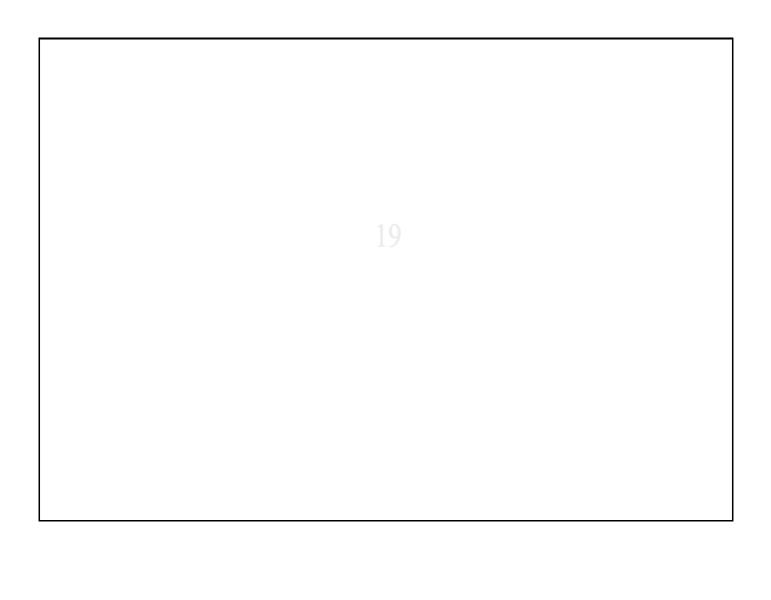


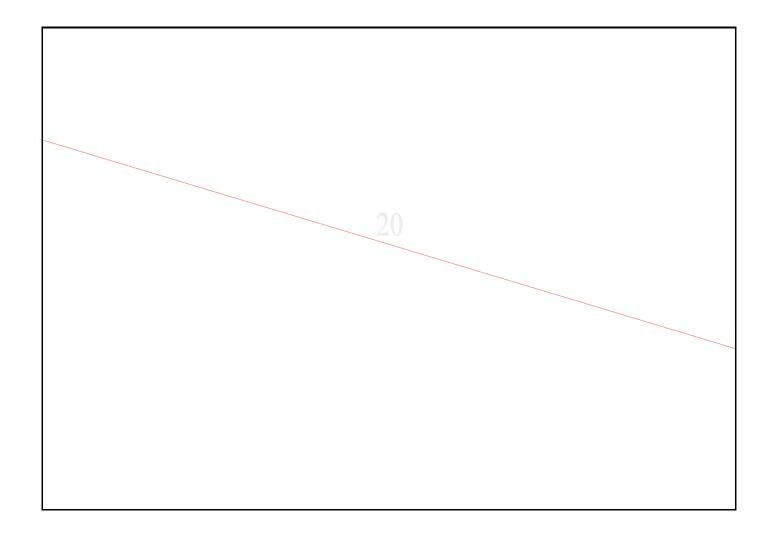




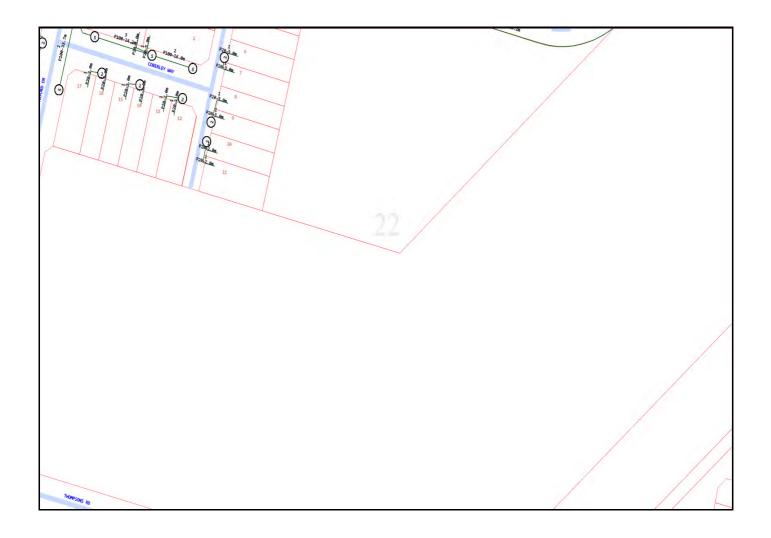


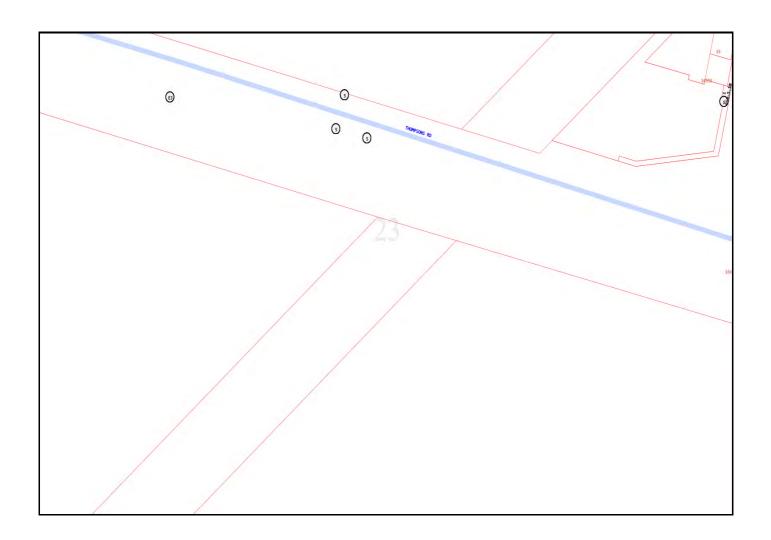


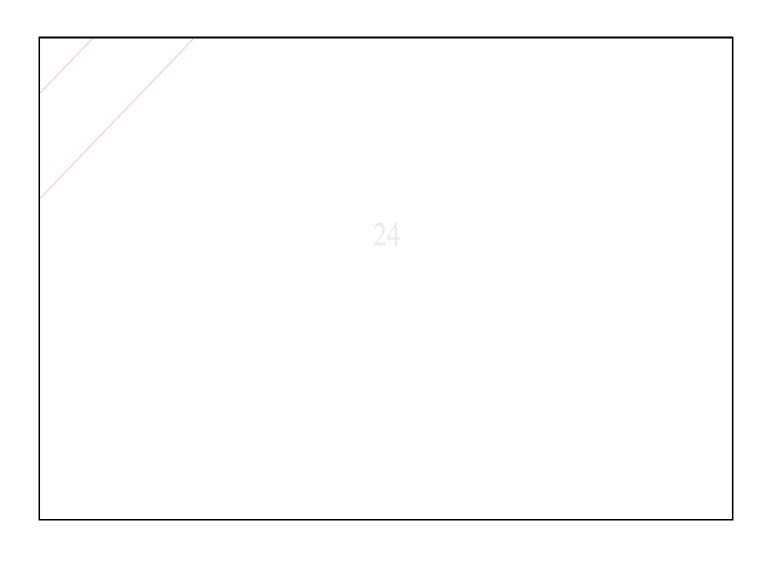


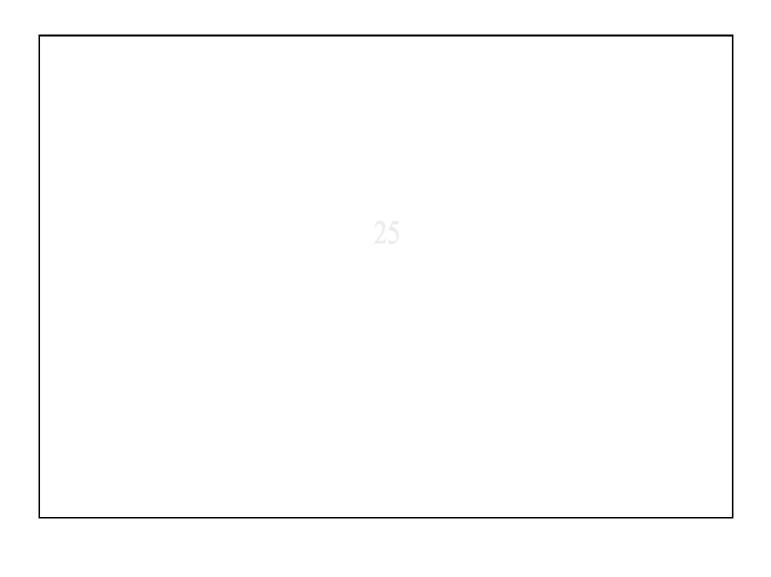


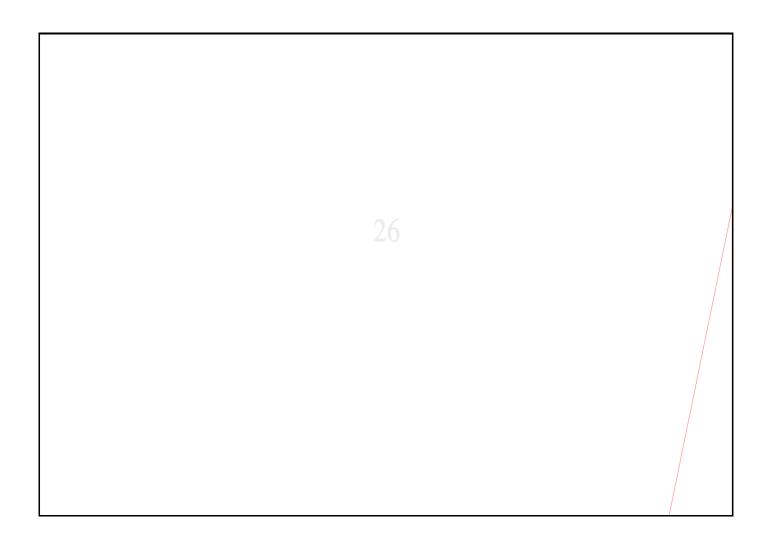


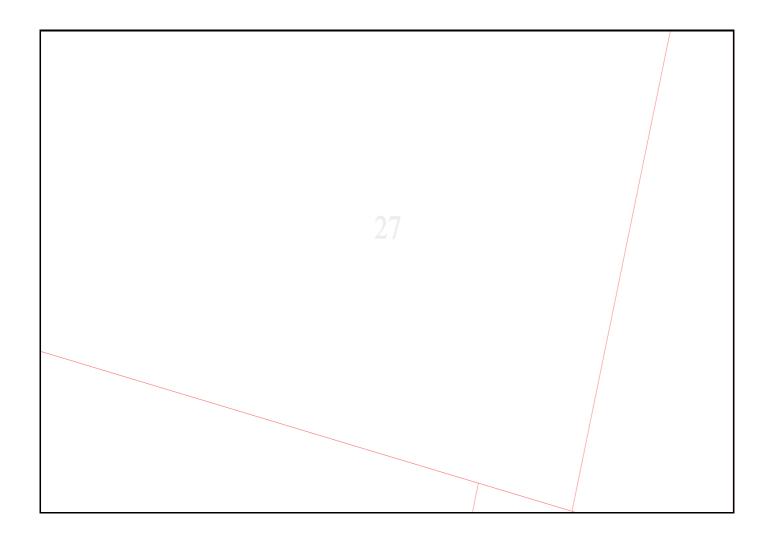


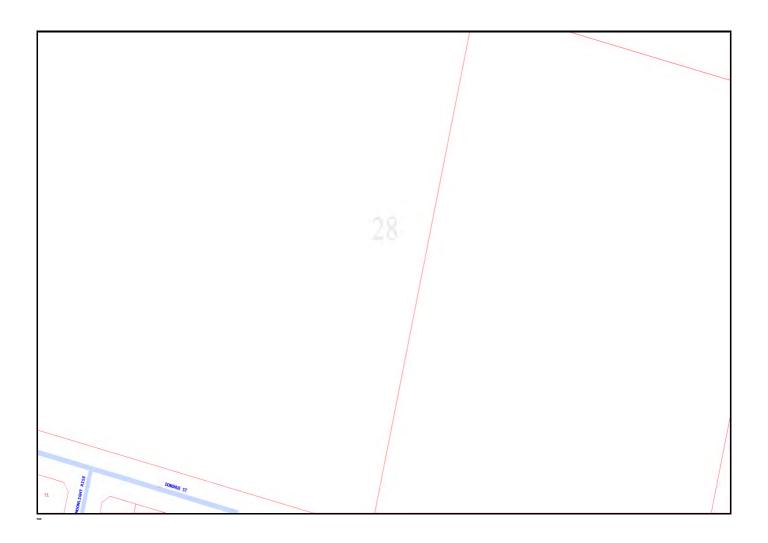






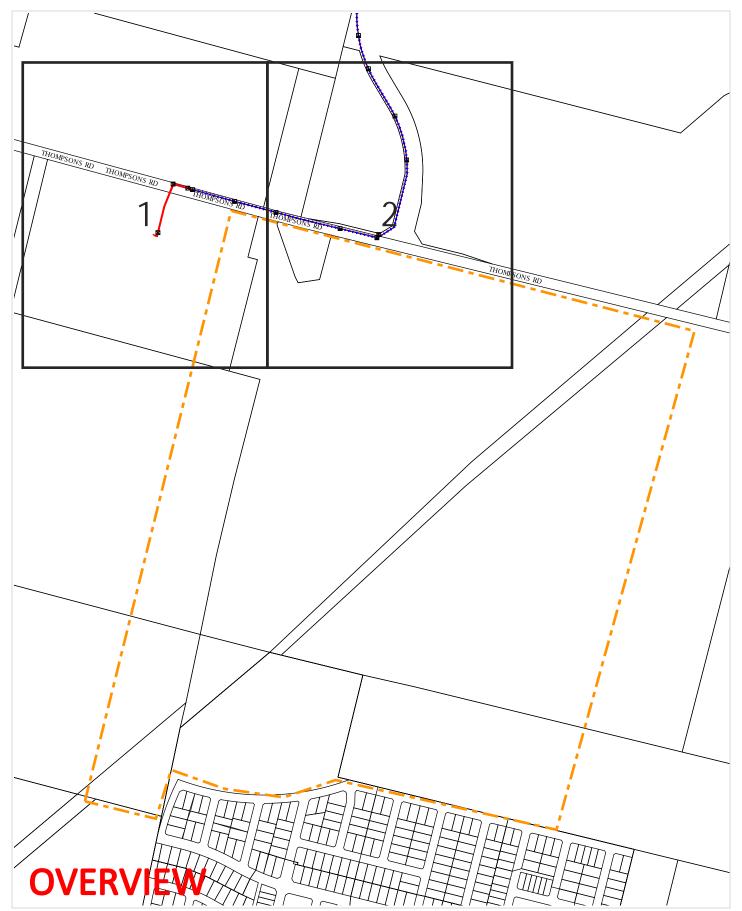






## **Emergency Contacts**

You must immediately report any damage to the **nbn**<sup>™</sup> network that you are/become aware of. Notification may be by telephone - 1800 626 329.



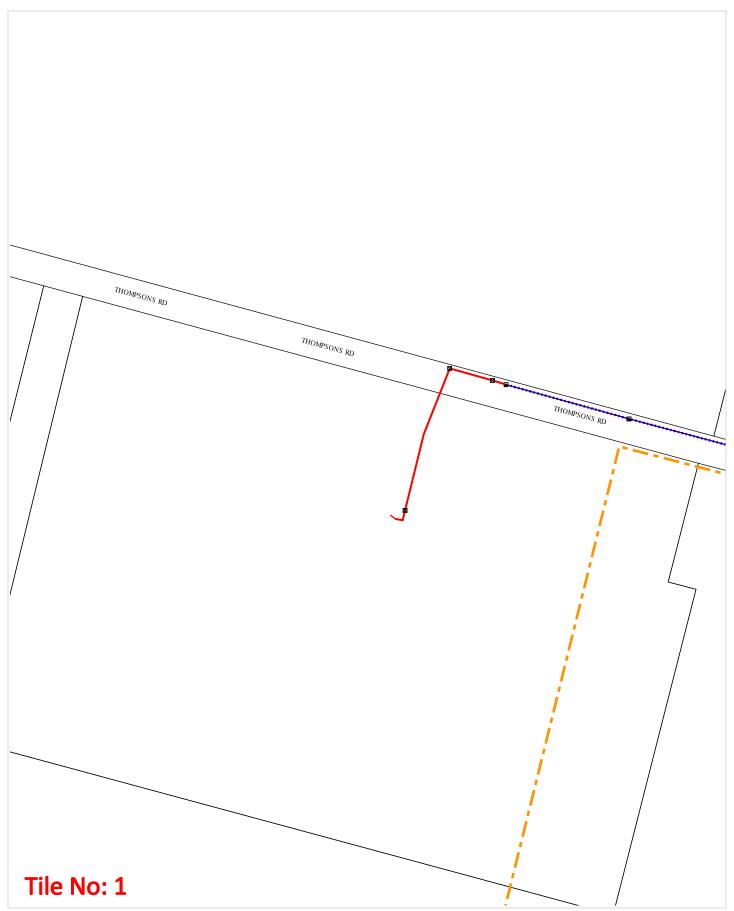
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Sequence Number: 213299363 Date Generated: 05 Jul 2022



For all Optus DBYD plan enquiries – Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





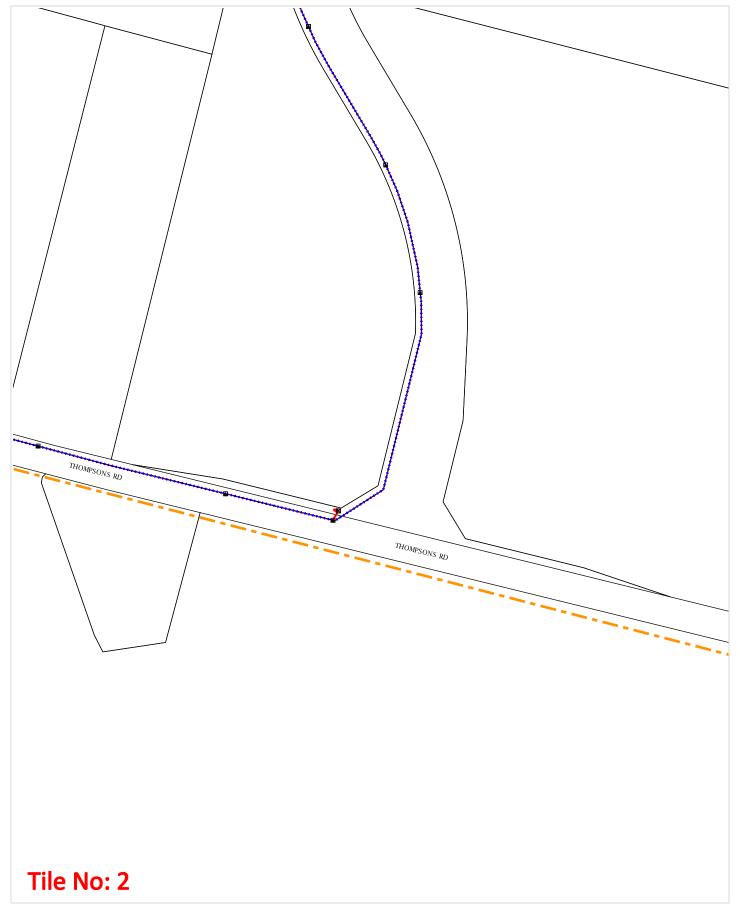
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Optus Limited ACN 052 833 208





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Sequence Number: 213299363 Date Generated: 05 Jul 2022



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For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208

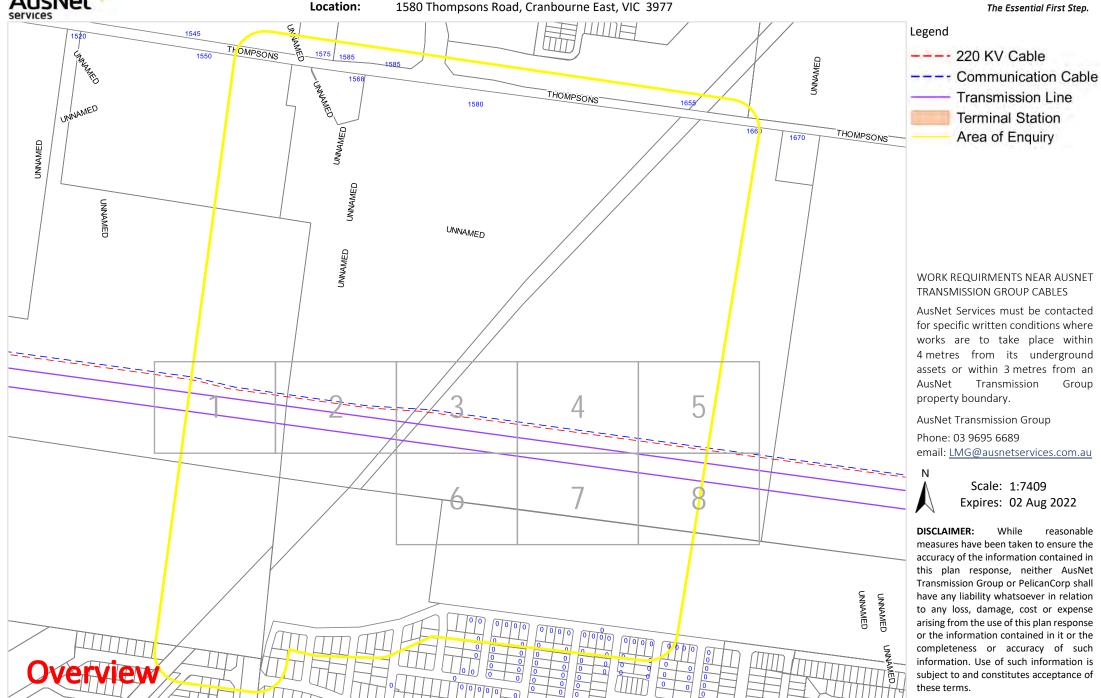




1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.





1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.

Communication Cable Transmission Line Terminal Station Area of Enquiry



WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: LMG@ausnetservices.com.au

Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.





The Essential First Step.

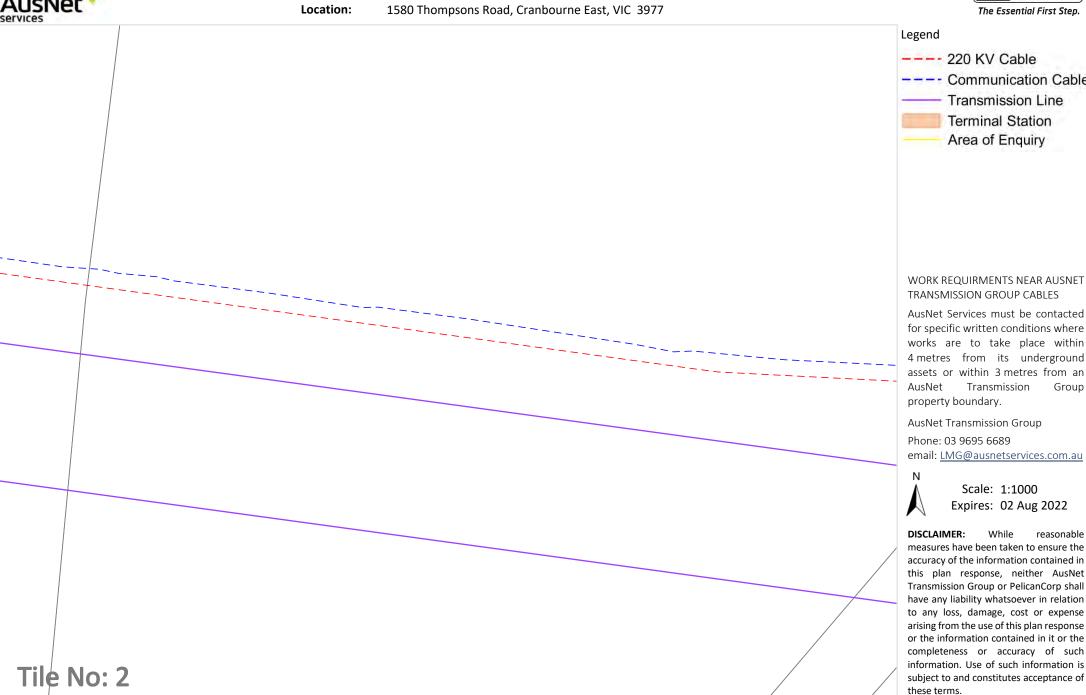
Communication Cable Transmission Line Terminal Station Area of Enquiry

Transmission

Scale: 1:1000 Expires: 02 Aug 2022

While

reasonable



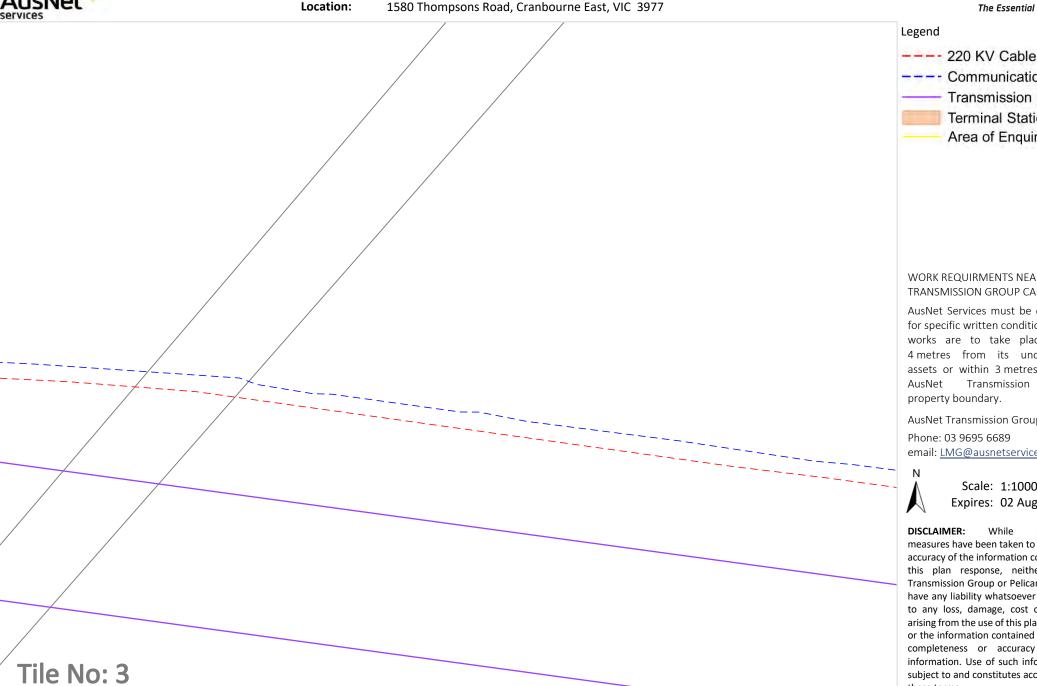


1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.

Communication Cable Transmission Line Terminal Station Area of Enquiry



#### WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: LMG@ausnetservices.com.au

Scale: 1:1000 Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



**Location:** 1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.

#### Legend

---- 220 KV Cable

--- Communication Cable

Transmission Line

Terminal Station

Area of Enquiry

## WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

 $email: \underline{\mathsf{LMG@}} ausnets ervices.com.au$ 



Scale: 1:1000

Expires: 02 Aug 2022

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Tile No: 4



**Location:** 1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.

# Legend ---- 220 KV Cable ---- Communication Cable ---- Transmission Line Terminal Station

# Area of Enquiry

## WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: LMG@ausnetservices.com.au



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

Tile No: 5



**Location:** 1580 Thompsons Road, Cranbourne East, VIC 3977



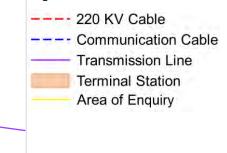




**Location:** 1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.



Legend

## WORK REQUIRMENTS NEAR AUSNET TRANSMISSION GROUP CABLES

AusNet Services must be contacted for specific written conditions where works are to take place within 4 metres from its underground assets or within 3 metres from an AusNet Transmission Group property boundary.

AusNet Transmission Group

Phone: 03 9695 6689

email: <u>LMG@ausnetservices.com.au</u>



Scale: 1:1000

Expires: 02 Aug 2022

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither AusNet Transmission Group or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

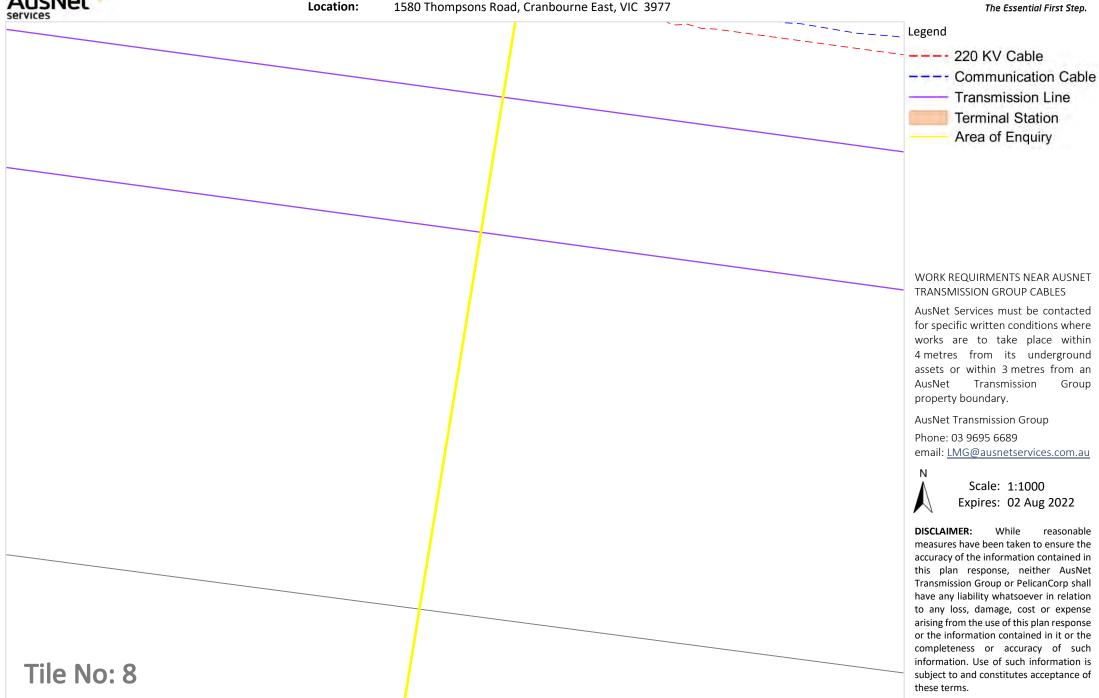
Tile No: 7



1580 Thompsons Road, Cranbourne East, VIC 3977



The Essential First Step.







APA Group PO Box 6014 Halifax Street South Australia 5000

For your immediate information THERE IS A GAS DISTRIBUTION PIPELINE AND/OR ASSOCIATED INFRASTRUCTURE in the area of your works.

05/07/2022

Company: Angelina Bosnjak Angelina Bosnjak Level 1,95 Coventry Street Southbank VIC 3006

abosnjak@kleinfelder.com

Dear Angelina Bosnjak

Sequence Number: 213299370

Worksite Address: 1580 Thompsons Road

Cranbourne East

VIC 3977

You are hereby notified that the attached Duty of Care requirements apply to any activity in the vicinity of Gas Assets operated by APA, please ensure you read and comply with all the relevant requirements.

Should you have any questions with regards to the attached information please contact our Dial Before You Dig officer - 1800 085 628.

Caution - Damage to gas assets could result in possible explosion and fire with the risk of personal injury.

For Gas Emergencies please call 1800 GAS LEAK (1800 427 532).

Please find enclosed the following information:

- APA's Duty of Care, If you are unclear of your obligations under these requirements please contact the APA Representative listed above immediately
- An overview map with your requested area highlighted to assist in identifying the location of APA's Gas Assets
- A map(s) showing APA's Gas Assets in the requested area, this information is valid for 30 days
  from the date of this response, please check this represents the area you requested, if it does
  not, please contact the APA Representative listed above immediately

**Please Note:** For some DBYD enquiries, you might receive 2 responses from the APA Group. Please read both responses carefully as they will relate to different assets. It is your responsibility to action all requirements set out in APA Group responses.

Please take some time to review the entire response document and check the information supplied and please let us have any feedback by sending an email to <a href="mailto:DBYDNetworksAPA@apa.com.au">DBYDNetworksAPA@apa.com.au</a> or contacting us direct on 1800 085 628.

Yours Faithfully,

Dial Before You Dig Officer APA Group

Email: DBYDNetworksAPA@apa.com.au





#### **Duty of Care - Working Around Gas Assets**

#### **General Conditions**

- This location enquiry is valid for 30 days from the date of this response
- Expired locations, i.e., over 30 days from the date of this response, require a new Dial Before You Dig request to validate location information
- The location information supplied in this document shall be used as a guide only.
   APA Group shall not be liable or responsible for the accuracy of any such information supplied pursuant to this request
- It is the responsibility of the excavator to expose all Gas Assets, including Gas Service pipes (see below), by hand. Gas Asset depths may vary according to ground conditions
- Gas Service (inlet service) connecting Gas Assets in the street to the gas meter on the property are typically **not** marked on the map
- Generally, a map of the inlet service connection installation may be found inside the gas meter box
- The use of Non Destructive Digging (hydro-excavation) is permitted only if the following are adhered to:
  - a) maximum water pressure of 1000psi
  - b) impacting the gas asset must be prevented at all times
  - c) vertical movements in the vicinity of the gas asset such as pushing the pressure wand nozzle or vacuum tube into the soil to break it up is prohibited
  - d) the use of root cutting heads/turbo nozzles is prohibited at all times
  - e) a minimum distance o 100mm shall be maintained between the end of the pressure wand nozzle and the gas asset. Aiming directly at the gas asset shall be avoided at all times
  - f) a dead man trigger or similar, shall be installed on the wand
  - g) once a gas asset has been exposed via hydro-excavation methods, a visual check must be undertaken to ensure no damage has occurred to the pipe or it's coating
- This information has been generated by an automated system based on the area highlighted in your DBYD request and has not been independently verified. It is your responsibility to ensure that the information supplied in this response matches the dig site you defined when submitting your Dial Before You Dig enquiry. If the information does not match the dig site or you have any question, please contact APA immediately using the details listed on the first page and / or please resubmit your enquiry
- For Gas Emergencies please call 1800 GAS LEAK (1800 427 532).





#### **APA CHANGE NOTIFICATION**

The map below may have different symbols to those you are familiar with.

APA recently upgraded the asset mapping software utilised for Dial Before You Dig requests.

To avoid confusion, please carefully review the legend along with the map.

Please direct any questions to <a href="mailto:DBYDNetworksAPA@apa.com.au">DBYDNetworksAPA@apa.com.au</a>



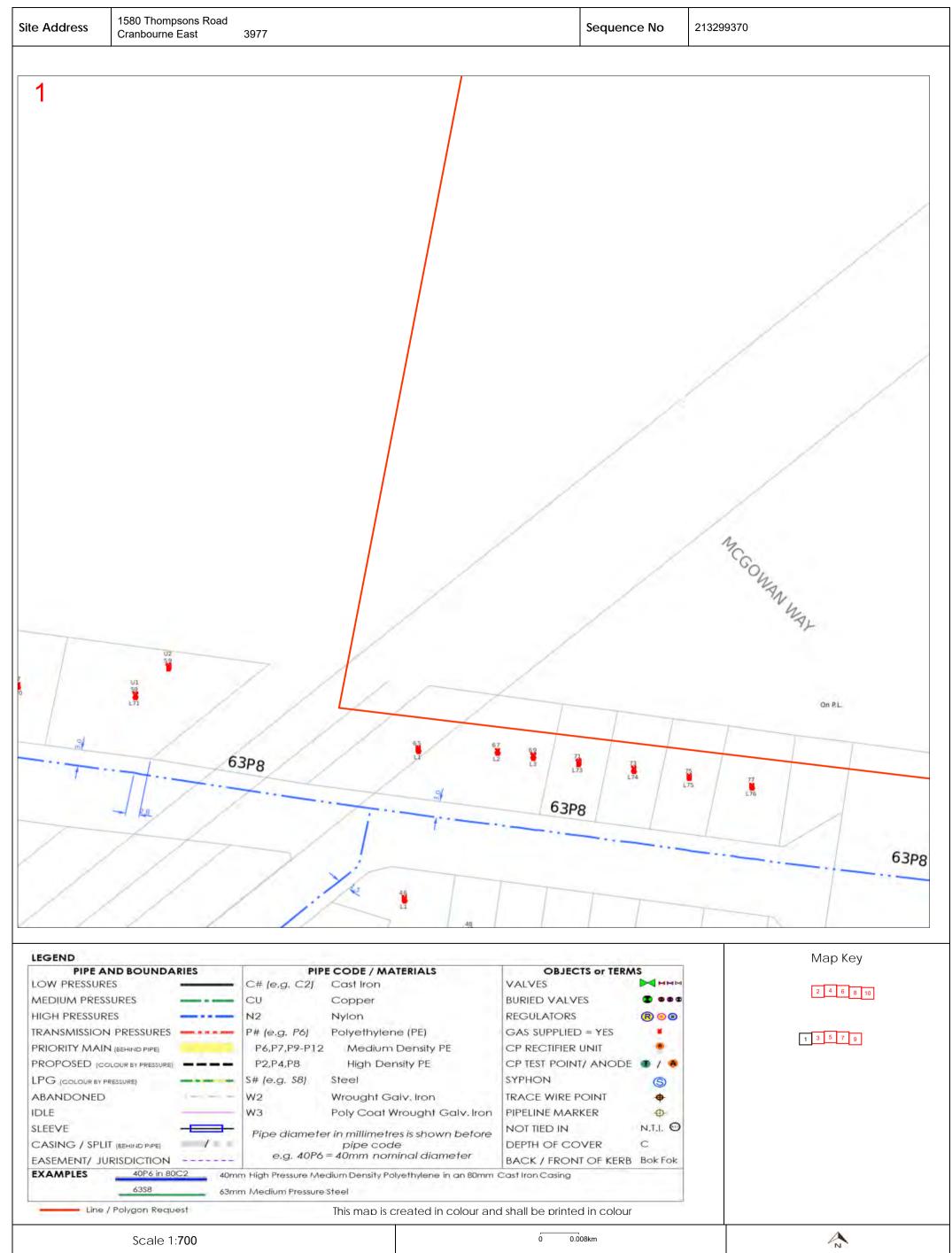


Site Address	1580 Thompsons Road Cranbourne East 3977		Sequence No	213299370
Name	Angelina Bosnjak			
Email	abosnjak@kleinfelder.com			
Email abosnjak@kleinfelder.com  Micklenam.prive Under Tree Way  Thompsons Road  2 4 6 mmp8 street  Browning Street  Thunderbolt Drive  Thunderbolt Drive				
Scale 1: 8500 Enquiry Are		Area Map Key Area		

APA Group does not guarantee the accuracy or completeness of the map and does not make any warranty about the data. APA Group is not under any liability to the user for any loss or damage (including consequential loss or damage) which the user may suffer resulting from the use of this map.

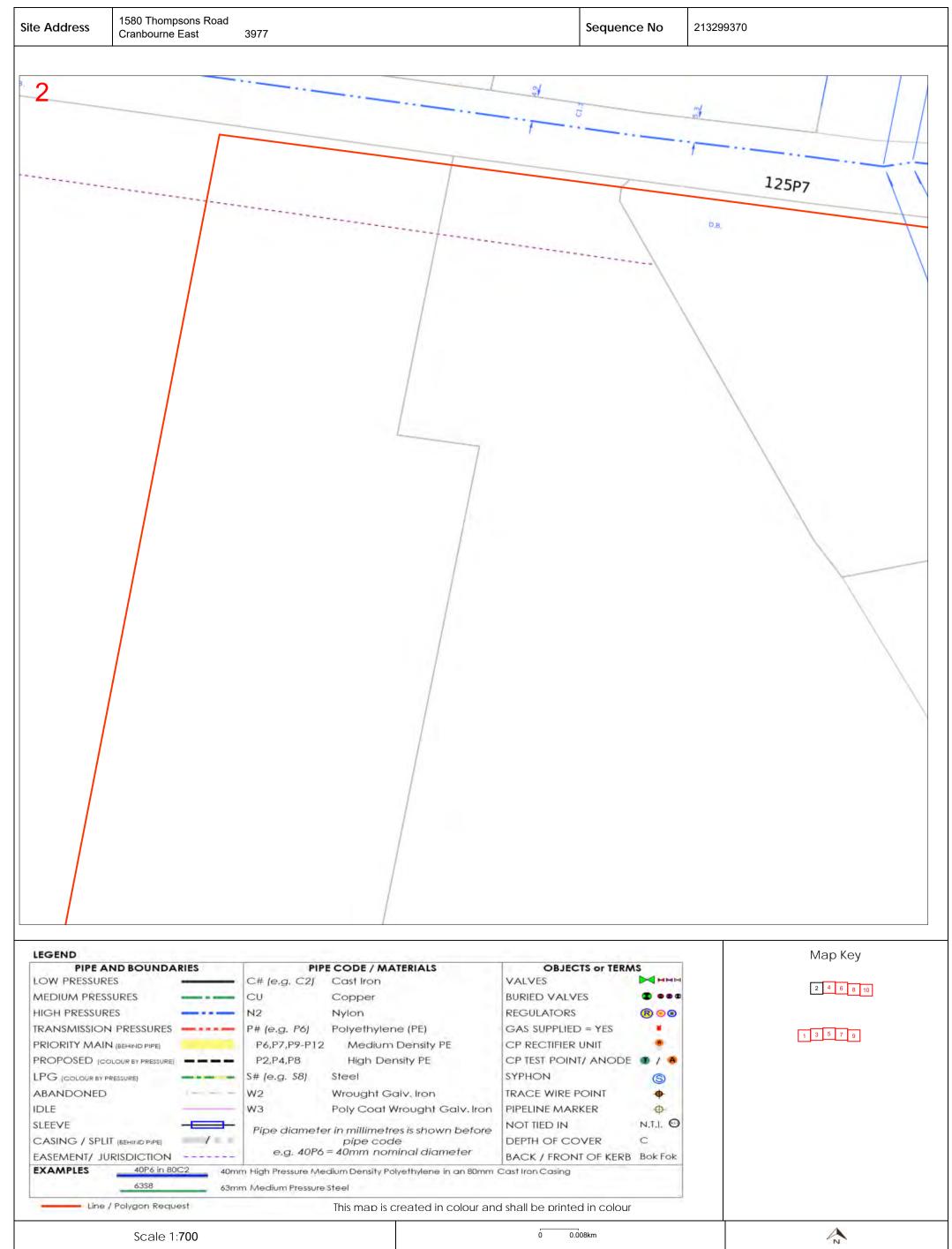






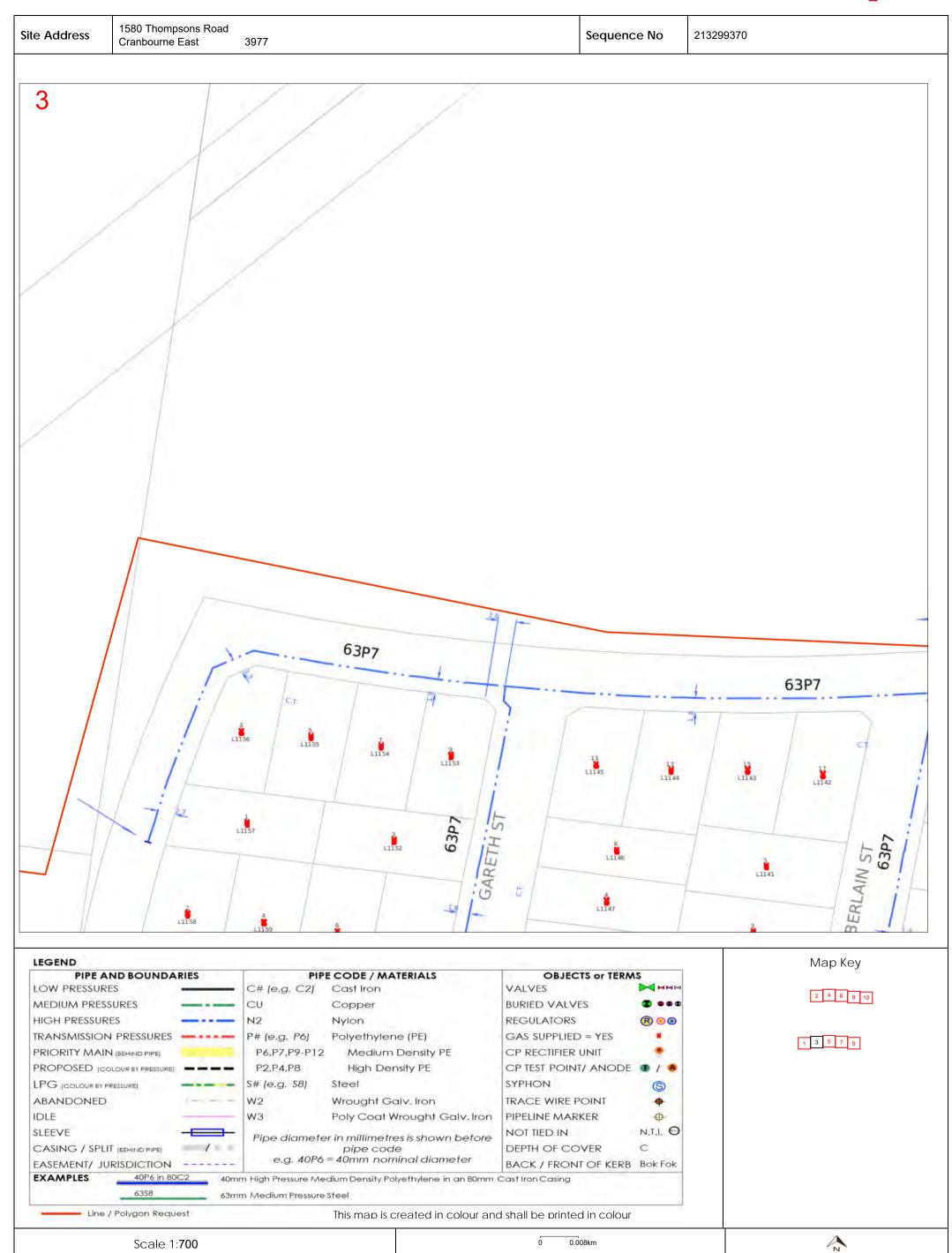






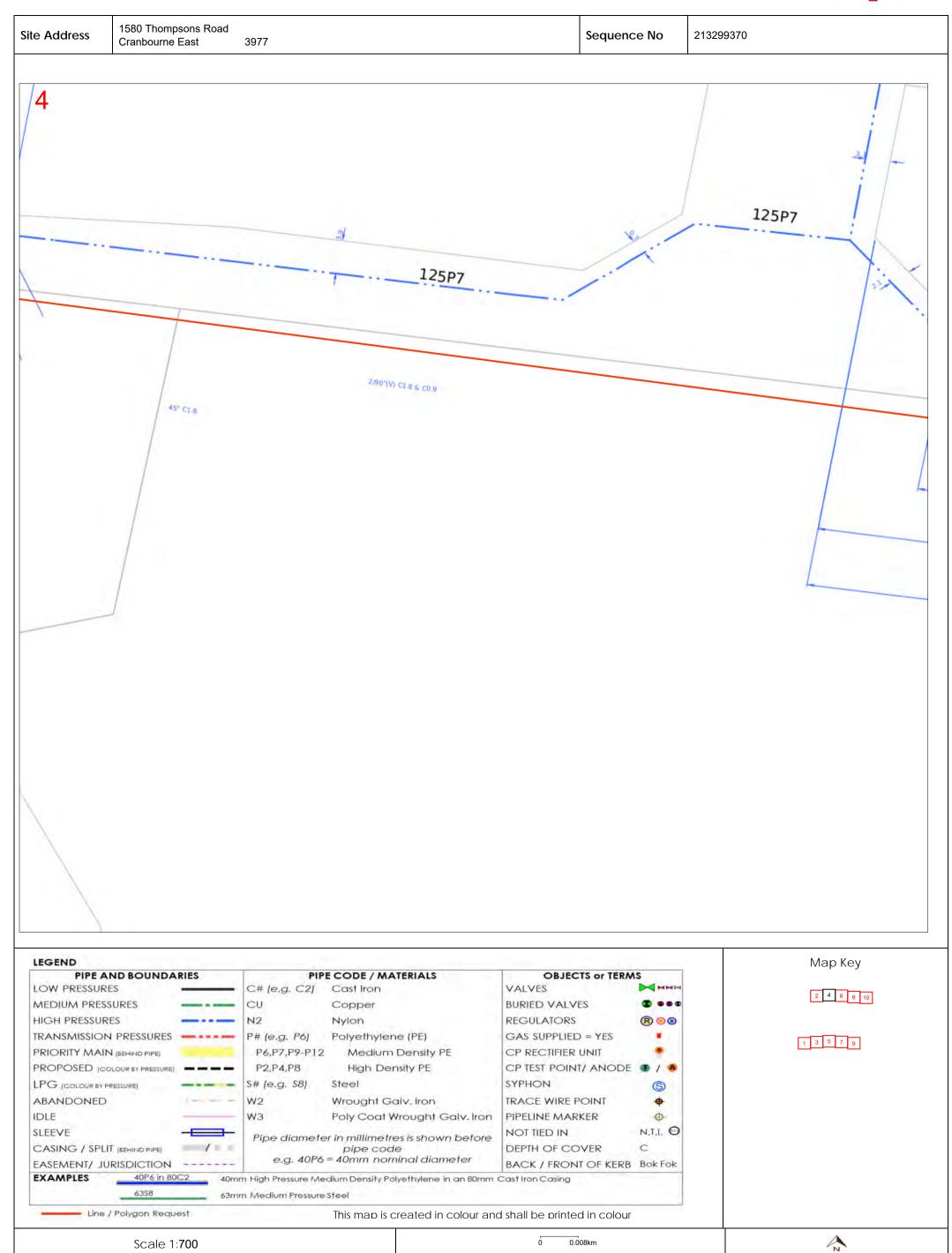
















1580 Thompsons Road 213299370 Site Address Sequence No Cranbourne East 3977 5 63P7 31 L1126 L1127 L1128 L1125 BROCKMAN ST 63P7 25 L1130 23 L1131 L1124 L1133 L1132 £1129 L1123 L1118 49 L1111 LEGEND Map Key LOW PRESSURES C# [e,g, C2] Cast Iron VALVES MEDIUM PRESSURES **BURIED VALVES** Copper HIGH PRESSURES N2 REGULATORS Nylon GAS SUPPLIED = YES TRANSMISSION PRESSURES P# (e.g. P6) Polyethylene (PE) 1 3 5 7 9 PRIORITY MAIN (BEHIND PIPE) P6,P7,P9-P12 Medium Density PE CP RECTIFIER UNIT PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / 4 SYPHON LPG (COLOUR BY PRESSURE) S# (e.g. S8) Steel (S) ABANDONED W2 Wrought Galv. Iron TRACE WIRE POINT 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before DEPTH OF COVER CASING / SPLIT (BEHIND PIPE) 1 C pipe code e.g. 40P6 = 40mm nominal diameter BACK / FRONT OF KERB Bok Fok EASEMENT/ JURISDICTION EXAMPLES 40P6 in 80C2 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour Ó 0.008km Scale 1:700





1580 Thompsons Road 213299370 Site Address Sequence No Cranbourne East 3977 6 63P7 1.5 125P7 D.B. LEGEND Map Key LOW PRESSURES C# [e.g. C2] VALVES Cast Iron MEDIUM PRESSURES Copper **BURIED VALVES** HIGH PRESSURES N2 REGULATORS Nylon TRANSMISSION PRESSURES P# (e.g. P6) Polyethylene (PE) GAS SUPPLIED = YES PRIORITY MAIN (BEHIND PIPE) P6,P7,P9-P12 CP RECTIFIER UNIT Medium Density PE PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / 4 LPG (COLOUR BY PRESSURE) S# (e.g. S8) SYPHON Steel (S) ABANDONED TRACE WIRE POINT W2 Wrought Galv, Iron 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 SLEEVE N.T.I. O NOT TIED IN Pipe diameter in millimetres is shown before CASING / SPLIT (BEHIND PIPE) 1 DEPTH OF COVER C pipe code e.g. 40P6 = 40mm nominal diameter EASEMENT/ JURISDICTION BACK / FRONT OF KERB Bok Fok EXAMPLES 40P6 in 80C2 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour Ó 0.008km Scale 1:700





1580 Thompsons Road 213299370 Site Address Sequence No 3977 Cranbourne East 7 63P7 DONOHUE ST 63P7 35 11.22 L1060 11043 L1042 45 L1041 47 L1040 L1024 6397 L1023 L1058 -ROGKY ST 16 L1026 L1046 L1019 LEGEND Map Key **OBJECTS or TERMS** LOW PRESSURES C# [e,g, C2] Cast Iron VALVES MEDIUM PRESSURES **BURIED VALVES** Copper REGULATORS HIGH PRESSURES N2 Nylon TRANSMISSION PRESSURES P# (e.g. P6) Polyethylene (PE) GAS SUPPLIED = YES PRIORITY MAIN (BEHIND PIPE) Medium Density PE P6,P7,P9-P12 CP RECTIFIER UNIT PROPOSED (COLOUR BY PRESSURE) -P2,P4,P8 High Density PE CP TEST POINT/ ANODE . / 4 SYPHON LPG (COLOUR BY PRESSURE) S# (e.g. S8) Steel (S) ABANDONED W2 Wrought Galv. Iron TRACE WIRE POINT 0 IDLE W3 Poly Coat Wrought Galv. Iron PIPELINE MARKER 0 N.T.I. O SLEEVE NOT TIED IN Pipe diameter in millimetres is shown before CASING / SPLIT (BEHIND PIPE) 1 C pipe code DEPTH OF COVER e.g. 40P6 = 40mm nominal diameter EASEMENT/ JURISDICTION BACK / FRONT OF KERB Bok Fok EXAMPLES 40P6 in 80C2 40mm High Pressure Medium Density Polyethylene in an 80mm Cast Iron Casing 63mm Medium Pressure Steel Line / Polygon Request This map is created in colour and shall be printed in colour Ó 0.008km Scale 1:700





