

NSW Public Lighting Code

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Disclaimer: The information contained in this publication is based on knowledge and understanding at the time of writing (September 2018). However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of the NSW Department of Planning and Environment or the user's independent advisor.

Foreword

Public lighting is an important contributor to a safe, secure and attractive visual environment for pedestrians and vehicular traffic during times of inadequate natural light.

A large majority of NSW Public Lighting Assets are owned and maintained by licensed electricity distributors. Local councils and Roads and Maritime Services are the primary customers of Public Lighting Services provided by distributors.

This Code is not intended to replace or alter regulatory requirements arising under the national energy laws, nor is it intended to alter the application of the NSW Accredited Service Provider Scheme.

The Code is intended to support the reliable and efficient provision of public lighting services.

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1 Scope of NSW Public Lighting Code

- (a) The NSW Public Lighting Code sets out:
 - (i) requirements for the provision of Public Lighting Services to be provided by Service Providers;
 - (ii) Service Standards to be met by Service Providers;
 - (iii) a requirement that Service Providers consult with Customers in relation to the types of Standard Luminaires to be provided by Services Providers to Customers; and
 - (iv) a mechanism that allows Services Providers and Customers to agree to the installation of Non-Standard Luminaires.
- (b) The Code does not apply to lighting designs.
- (c) A Service Provider must comply with this Code as a condition of its distributor's licence issued under the *Electricity Supply Act 1995* (NSW).
- (d) This Code commences on 1 July 2019.

2 Responsibilities

A Service Provider must:

- (a) provide Public Lighting Services in relation to its Public Lighting Assets in accordance with this Code and any applicable Regulatory Requirements; and
- (b) prepare and publish reports as described in Clause 8.

3 Availability

The Department must publish the Code on a website administered by the Department.

4 Amendment

- (a) The Department may amend this Code.
- (b) Notwithstanding clause 4(a), the Department must not amend the Code until:
 - (i) notice of the proposed amendments to the Code has been given to Service Providers and Customers (in any form and manner that the Department is satisfied will bring the notice of the proposed amendment to the attention to Service Providers and Customers).
 - (ii) Service Providers and Customers have been given a reasonable opportunity (being not less than 15 business days from the date they are given notice of the proposed change by the Department) to make submissions with respect to the proposed amendment; and
 - (iii) the Department has given due consideration to any such submissions,unless the Department is satisfied on reasonable grounds that the amendments to the Code are Non-Material Amendments.

5 Nominated Representatives

- (a) A Service Provider must nominate the primary representative of the Service Provider in any dealings with a Customer, to be known as the Public Lighting Service Provider Representative.
- (b) For each Customer, the Service Provider must liaise with the Customer to identify a representative from the Customer's organisation to be the primary point of contact between

the Service Provider and the Customer with respect to all matters under this Code, to be known as the Public Lighting Customer Representative.

6 Management Plan

- (a) A Service Provider must have in place from the Commencement Date a Management Plan which applies to all of the Service Provider's Customers in relation to the operation, maintenance, refurbishment, replacement, repair and disposal of Public Lighting Assets.
- (b) A Service Provider must take all reasonable steps to ensure its Management Plan is current.
- (c) A Service Provider must make reasonable efforts to consult with its Customers when developing and amending the Management Plan.
- (d) A Service Provider must ensure that its Management Plan meets all the requirements of the Code including the Service Standards.
- (e) A Service Provider must include a maintenance program in the Management Plan which identifies the level of service to be provided by the Service Provider, in respect of:
 - (i) outage detection of Public Lighting Assets (for example inspection patrols), and service availability requirements;
 - (ii) bulk and spot lamp replacement and disposal as applicable;
 - (iii) Luminaire cleaning and inspection;
 - (iv) tree management strategies, including informing Customers of their responsibilities to manage vegetation to ensure effective lighting;
 - (v) inspection, test, repair, and replacement of equipment including column / poles; and
 - (vi) condition monitoring.
- (f) The Management Plan must set out how the Service Provider will:
 - (i) maintain records of maintenance and a process for recording maintenance activities of Public Lighting Assets; and
 - (ii) make modifications to its maintenance program as required.

7 Public Lighting Inventory

- (a) A Service Provider must develop and maintain an inventory of Public Lighting Assets for all Customers, in accordance with this clause.
- (b) A Public Lighting Inventory must record the following details for each Public Lighting Asset:
 - (i) the location of the Luminaire (including GIS coordinates);
 - (ii) Luminaire, light source, bracket, column / pole and connection type (all items to include height of luminaire and material of column if available and applicable);
 - (iii) lamp rating (if applicable) and total power consumption assumed for billing purposes;
 - (iv) actual date lamp (where information available), luminaire, bracket, column / pole and connection were installed (where the asset was installed after 1 January 2006);
 - (v) the Public Lighting Charges; and
 - (vi) any other information that is required to readily identify charges and ownership status.
- (c) If a Service Provider receives written notice from a Customer of a query in relation to the Service Provider's Public Lighting Inventory for that Customer, the Service Provider must investigate the query and report back to the Customer within 20 business days.
- (d) A Service Provider must take all reasonable steps to ensure that the Public Lighting Inventory is accurate and complies with the requirements of this Code within twelve months of the Commencement Date.

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- (e) A Service Provider must implement a documented process for making changes or updates to its Public Lighting Inventories with the objective of ensuring that the Public Lighting Inventory continues to be accurate and complies with the requirements of this Code. The documented process must provide for making changes or updates to the Public Lighting Inventories within 60 business days of completion of any alteration to a Public Lighting Asset.

8 Reporting

Annual Reports

- (a) A Service Provider must prepare an annual performance report, which must include details of:
 - (i) activities undertaken in accordance with the Service Provider's Management Plan;
 - (ii) compliance with the Service Standards; and
 - (iii) compliance with the Service Provider's obligations under the Code.
- (b) A Service Provider must prepare an annual Customer report for each of its Customers which must include:
 - (i) Information on maintenance activities for that Customer, including those items in 6(e); and
 - (ii) a current version of the Service Provider's Public Lighting Inventory for that Customer.
 - (iii) any written agreements with the Customer made in accordance with clause 13 of this Code including the date and term of the agreement.
- (c) A Service Provider must provide to each of its Customers copies of the Service Provider's annual performance report and its annual Customer report relevant to that particular Customer no later than 31 August each year, or at an alternate date approved by IPART.
- (d) A Service Provider must provide to IPART:
 - (i) a copy of its annual performance report no later than 31 August each year, or at an alternate date approved by IPART; and
 - (ii) a copy of any of its annual Customer reports within 15 business days of a request from IPART, after 31 August each year.

Quarterly Reporting

- (e) A Service Provider must prepare a quarterly report which must include:
 - (i) details of completion of Fault repairs, including the location and number of Fault repairs;
 - (ii) in relation to General Faults (as specified in Schedule 1) that were not repaired within 10 business days (calculated in accordance with clause 1(a) of Schedule 1):
 - A. the number of such Faults;
 - B. the times taken to repair the Faults;
 - C. in relation to Faults yet to be repaired, the number of days since notice of the Fault was received.
 - (iii) in relation to Specific Faults (as specified in Schedule 1) that were not repaired within 20 business days (calculated in accordance with clause 1(a) of Schedule 1):
 - A. the number of such Faults;
 - B. the times taken to repair the Faults;
 - C. in relation to Faults yet to be repaired, the number of days since notice of the Fault was received by the Service Provider;
 - (iv) in relation to both General Faults (as specified in Schedule 1) that are also Priority Faults and Specific Faults (as specified in Schedule 1) that are also Priority Faults:
 - A. the number of such Faults;
 - B. the times taken to repair the Faults; and

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- (v) compliance with the timeframes for performing Public Lighting Services under clause 9.
 - (f) The Service Provider must provide the quarterly report prepared under clause 8(e) to its Customers and IPART within one month of the end of the relevant quarter to which the report relates or at a later date as approved by IPART.

Other

- (g) Customers and Service Providers may agree on any additional regular reporting requirements for the purpose of this Code.
- (h) IPART may request in writing that a Service Provider provide reports to IPART regarding the Service Provider's compliance with this Code.
- (i) A Service Provider must provide reports relating to compliance with this Code to IPART in the form requested by IPART within 15 business days of receipt of a written request referred to in clause 8(h).
- (j) The Department may, for policy or other purposes, request in writing that a Service Provider provide a report to the Department regarding the Service Provider's provision of public lighting services. The Service Provider must respond to this request within 30 business days or by a date otherwise agreed with the Department.
- (k) A Service Provider must provide a report identifying the steps taken by the Service Provider towards implementation of the requirements in this Code, to each of its Customers and IPART within six months of the Commencement Date.

9 Public Lighting Services provided by Service Provider

- (a) Nothing in this clause is intended to alter or replace:
 - (i) an agreement reached between the Customer and the Service Provider in relation to the performance of Public Lighting Services; or
 - (ii) a Regulatory Requirement which applies to Public Lighting Services,and in the event of an inconsistency, the agreement or the Regulatory Requirement (as the case may be) is to prevail to the extent of the inconsistency.
- (b) If a Customer requests in writing that its Service Provider perform Public Lighting Services involving the installation of up to 10 Standard Luminaires, the Service Provider must:
 - (i) use reasonable endeavours to meet the specific details of the Customer's request;
 - (ii) install Standard Luminaires;
 - (iii) perform the required services in a timely fashion and in any event within 90 business days from the date of receipt of a written approval of a quote by a Customer; and
 - (iv) provide notice to the Customer of completion of the Public Lighting Services within 20 business days of completion.
- (c) Where the Service Provider expects that it will not be able to meet the timeframes specified in clause 9(b), the Service Provider must notify the Customer of the expected delay as soon as practicable after becoming aware of the expected delay and provide reasons for the delay.

10 Service Standards

- (a) A Service Provider must ensure that it operates Public Lighting Assets safely, efficiently and effectively over the Public Lighting Assets' economic life in accordance with 'in-service' values specified for 'Category V' and 'Category P' lighting in AS/NZS 1158 series of standards pertaining to the lighting of roads and public spaces.
- (b) A Service Provider must maintain a 24-hour facility to receive calls or online based reporting in relation to Faults.
- (c) A Service Provider must meet the Service Standards specified in Schedule 1.

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- (d) If the Service Provider exceeds the Individual Fault Standard for a Fault as specified in Schedule 1, the Service Provider must pay \$25 to the first person who made the Fault Report if that person is:
 - (i) the owner or occupier of a premises that abuts the part of the street that, but for the Fault, would ordinarily be illuminated by the Public Lighting Asset: or
 - (ii) a Customer of the Service Provider for the relevant Public Lighting Asset.
 - (e) If the Service Provider exceeds the Average Fault Standard for a Specific Fault (as specified in Schedule 1) for the relevant financial year, the Service Provider must credit the relevant Customer's account with 0.25% of the total annual maintenance charge for that Customer for that year.
 - (f) If the Service Provider exceeds the Average Fault Standard for a General Fault (as specified in Schedule 1) for the relevant financial year, the Service Provider must credit the relevant Customer's account with 0.25% of the total annual maintenance charge for that Customer for that year.
 - (g) A Service Provider is required to credit a Customer's account in accordance with clauses 10(e) and 10 (f) for exceeding the Average Fault Standard only once in a financial year.
 - (h) A payment made under clause 10(d) or a credit on a Customer's account made under clauses 10(e) and 10 (f), does not:
 - (i) in any way alter or diminish any rights that a Customer may have against any person under any trade practices or other applicable legislation, common law or contract; or
 - (ii) represent any admission of legal liability by the Service Provider.
 - (i) The Service Standards do not apply where:
 - (i) compliance with those Service Standards is affected by a Force Majeure Event; or
 - (ii) the Fault requires replacement of the electricity distribution pole.
 - (j) Where there is no applicable Service Standard for a Public Lighting Service provided by the Service Provider, the Service Provider must document the level of service to be provided in the relevant Management Plan.

11 Standard Luminaires

- (a) A Service Provider must develop and maintain a list of Luminaires for each Customer which will be used as the basis for all new and replacement installations of Luminaires in Public Lighting Assets, unless a Customer makes a request for a Non-Standard Luminaire in accordance with Clause 12.
- (b) A Service Provider must make the most current version of their Standard Luminaire List available to each Customer and provide a revised Standard Luminaire List to each Customer upon any change to the Standard Luminaire List.
- (c) A Customer or the Service Provider may propose that a specific lighting technology for a Luminaire be added or removed from the Standard Luminaire List.
- (d) Upon receipt of a proposal under clause 11(c) or at any time before adding or removing a specific lighting technology from the Standard Luminaire List, the Service Provider must consult with its Customers with respect to:
 - (i) the technical specifications for the technology;
 - (ii) the strategies for sourcing the technology; and
 - (iii) the annual cost to the Customer including the capital and operating costs of the technology.
- (e) The Service Provider must take into account any comments and recommendations made by its Customers during the consultation required under clause 11(d).

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- (f) Where, during the consultation required under Clause 11(d), a majority of the Customers agree on the technical specifications for the specific lighting technology, a Luminaire selected for addition to the Standard Luminaire List must meet these specifications if:
 - (i) there is no inconsistency with the Service Provider's technical standards with respect to connection to its distribution system (if applicable);
 - (ii) there is no inconsistency with Clause 11(g); and
 - (iii) the Customers who agreed to the specifications, have provided written agreement to pay the fair and reasonable charge for the operation, maintenance and repair of a relevant Luminaire that meets the agreed specifications.
 - (g) The Standard Luminaire List must, where applicable, comply with the relevant Australian Standards (AS/NZS 60598.2.3:2015 Luminaires Part 2.3: Particular Requirements – Luminaires for road and street lighting) and Regulatory Requirements.
 - (h) Where a Service Provider has decided not to add a technology to the Standard Luminaire List following a request from a Customer under Clause 11(c), the Service Provider must provide the reasons for its decision in writing to the Customer who made the request within 30 business days of the decision.

12 Non-Standard Luminaires

- (a) Where Luminaires:
 - (i) are not on a Service Provider's Standard Luminaire List; and
 - (ii) are owned, or have previously been maintained as an asset for a Customer, by a Service Provider,the Service Provider must continue to provide Public Lighting Services in respect of those Public Lighting Assets on fair and reasonable terms, which must be set out in the Management Plan, until the end of the useful economic life of those Public Lighting Assets or until the Customer has agreed to their removal. The useful economic life of the asset is the period over which the Public Lighting Asset is depreciated.
- (b) Where a new or replacement Luminaire is to be installed as part of a Public Lighting Asset, the Customer may request in writing that the Service Provider install a Non-Standard Luminaire.
- (c) Where a Customer makes a request in accordance with clause 12(b), a Service Provider must:
 - (i) notify the Customer of its decision within 30 business days of receipt of the request; and
 - (ii) if the Service Provider declines the request, advise the Customer in writing of the reasons why it has declined the request.

13 Variation

- (a) A Service Provider or a Customer may seek written agreement from the other to expressly vary the application of this Code except with respect to Clauses 1, 2, 3, 4 and 8.
- (b) Any variation to the operation of this Code agreed between the Service Provider and the Customer in accordance with this clause, including variations to the Service Standards must be:
 - (i) documented in writing;
 - (ii) provided to the Department within 10 business days of a written request from the Department; and
 - (iii) provided to IPART within 10 business days of a written request from IPART.

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- (c) In the event of any inconsistency between this Code and a written agreement made in accordance with this clause, the written agreement prevails to the extent of the inconsistency.

14 Dispute Resolution

- (a) The Service Provider must process a Complaint by a Customer in accordance with the most up-to-date Australian Standard in respect of Complaints Handling.

Note: The current Australian Standard is AS- 4269 Complaints Handling.

- (b) Where the Service Provider does not resolve the Complaint to the Customer's satisfaction, the Customer may refer the matter to mediation by an independent third party, such as the Australian Disputes Centre (ADC) or another individual or organisation agreed to by both parties.
- (c) Where a Complaint is referred to mediation in accordance with clause 14(b), the Service Provider must attend the mediation and negotiate in good faith to resolve the Complaint.

15 Review

- (a) The Department is to periodically review the operation of this Code to determine whether the terms of the Code remain appropriate for securing the relevant policy objectives.
- (b) The first review is to be completed 18 months after the Commencement Date.
- (c) Following the first review referred to in clause 15(b), a review is to commence 3 years before the commencement of the next Regulatory Control Period for the NSW Service Providers.

16 Interpretation

In the event of any inconsistency between this Code and the *National Electricity Law* (NSW), the *National Energy Retail Law* (NSW) or the *Electricity Supply Act 1995* (NSW), the National Electricity Law (NSW), the National Energy Retail Law (NSW) or the *Electricity Supply Act 1995* (NSW), as the case may be, prevails to the extent of the inconsistency.

Notes do not form part of this Code.

17 Definitions

AS/NZS 1158 means the series of standards applying to the lighting of roads and public spaces set out in AS/NZS 1158 as updated from time to time.

Code means this Public Lighting Code.

Commencement Date means the date specified in clause 1(d).

Complaint means a written expression of dissatisfaction about an action, a proposed action, or a failure to act by the Service Provider, its employees or contractors. This includes failure by the Service Provider to observe its published practices or procedures.

Customer means a Council (as defined by the Local Government Act 1993) or a Public Authority of a Local, State or Federal Government.

Department means the NSW Department of Planning and Environment.

Distributor has the meaning given to that term in the National Energy Retail Law (NSW)

Fault means circumstances where the lumen output of a Luminaire has dropped below the standards set out in AS/NZS 1158, or a Luminaire is operating inconsistently with the operating times agreed with the Customer (“day-burner”).

Fault Report means a report received by the Service Provider through a facility to receive calls or online based reporting informing the Service Provider of a Fault.

Force Majeure Event means, without limiting its generality, any of the following events or occurrences, and the effect of the following events and occurrences not within a Service Provider’s control, but only to the extent that the Service Provider is prevented from, or delayed in, performing the Service Provider’s obligations under this Code, taking into account contingency measures that the Service Provider should reasonably have in place:

- (a) acts of God, including fire, tidal wave, cyclone, earthquake, landslide, mudslide, Major Storm events;
- (b) war, revolution or other state of armed hostility of a like nature;
- (c) insurrection, an act of terrorism, civil disturbances or riot;
- (d) collisions or accidents which constitute a major catastrophe, an example being an aircraft crash;
or
- (e) state-wide or national industrial disputation that prevents delivery of the Services.

IPART means the Independent Pricing and Regulatory Tribunal of NSW.

Luminaire means an apparatus that distributes, filters or transforms the light transmitted from one or more light sources and includes, other than the light source(s) themselves, all the parts necessary for fixing and protecting the light source(s) and where necessary circuit auxiliaries together with the means for connecting them to the electricity distribution system.

Major Storm means a storm event where the responsible NSW Minister has made a declaration of a Natural Disaster in NSW enabling the NSW Disaster Assistance Arrangements to apply in respect of that natural disaster for that region.

Management Plan means the management plan referred to in clause 6.

Non-Material Amendment means an amendment to this Code that the Department considers will have little or no financial or operational impact on Service Providers or Customers and includes:

- (a) correction of grammatical errors, omissions, numbering or other similar matters contained within the Code; or
- (b) the changing of processes and procedures where this will have little or no financial or operational impact on Service Providers or Customers.

Non-Standard Luminaire means a Luminaire which does not appear on a Service Provider's Standard Luminaire List.

Priority Fault means a fault relating to lighting at pedestrian crossings or groups of three or more consecutive lights on 'Category V roads' (as defined in AS/NZS 1158).

Public Authority means a public or local authority constituted by or under an Act or a statutory body representing the Crown and includes a statutory State-owned corporation and its subsidiaries.

Public Lighting Assets means all assets of:

- (a) the Service Provider; or
- (b) the Customer that the Service Provider has agreed to maintain,

that are used for the provision of Public Lighting Services, including Luminaires, mounting brackets and supports on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry) but not including the Service Provider's protection equipment (for example, fuses and circuit breakers).

Public Lighting Charges means the charges payable with respect to the Public Lighting Services provided in relation to the Public Lighting Asset and where applicable, the charges approved by the Australian Energy Regulator.

Public Lighting Inventory means the inventory list prepared for Public Lighting Assets in accordance with clause 7(a).

Public Lighting Services means any of the following services that are provided for the purpose of lighting public places:

- (a) the operation, maintenance, repair and replacement of Public Lighting Assets;
- (b) the alteration and relocation of Public Lighting Assets; and
- (c) the installation and provision of new Public Lighting Assets.

Regulatory Control Period has the meaning given to it in the National Electricity Rules.

Regulatory Requirements means all relevant legislation, regulations, licences, proclamations and Ministerial directions relevant to the provision of Public Lighting Services in NSW.

Road Occupancy Licence means a consent granted by a Roads Authority under section 138 of the *Roads Act 1993* (NSW).

Roads Authority has the meaning given to that term in the *Roads Act 1993* (NSW).

Service Provider – a Distributor providing Public Lighting Services.

Service Standards means the standards of service that the Service Provider must meet in the delivery of Public Lighting Services as specified in Schedule 1.

Standard Luminaire means a Luminaire appearing on a Service Provider's Standard Luminaire List from time to time.

Standard Luminaire List means the list prepared and amended in accordance with clause 11 which provides details and specifications in relation to Standard Luminaires.

Schedule 1

1. Fault Service Standards

Public Lighting Asset Fault Type	Individual Fault Standard	Average Fault Standard
<i>Specific Faults:</i> Faults related to repairs to underground faults or requiring a site-specific Road Occupancy Licence	No standard applicable	Faults must be repaired, on average, within 20 business days. Applies twelve months from the Commencement Date.
<i>General Faults:</i> All Faults that are not Specific Faults	Fault must be repaired within 10 business days	Faults must be repaired, on average, within 8 business days.

- (a) In the case of Priority Faults, reasonable steps must be taken to repair the Fault more quickly than the Fault Service Standard for Specific Faults or General Faults, whichever is applicable for the Fault type.

Note: This clause aims to ensure that faults that may affect public safety are prioritised.

- (b) The time taken to repair a Fault is to be calculated as the period of time from the day notice of the Fault is received by the Service Provider to the day the Fault is repaired excluding:
- (i) the time taken to source parts for Non-Standard Luminaires where the Service Provider has taken all reasonable steps to source those parts as soon as practicable;
 - (ii) the time taken to obtain a site specific Road Occupancy Licence or other specific authority for road occupancy where the Service Provider has taken all reasonable steps to obtain the Licence or authority as soon as practicable;
 - (iii) delays involved in undertaking the repairs as agreed with the Customer or as requested by the Customer;
 - (iv) the time taken to obtain access to private property where the Service Provider has use best endeavours to obtain the required access; and
 - (v) any notice periods that the Service Provider must give to third parties as required by the Regulatory Requirements or otherwise.
- (c) The Average Fault Standard is to be calculated by adding the number of days taken for the Service Provider to repair all Faults (in the relevant Fault Type) of the relevant Customer divided by the number of Faults (in the relevant Fault Type) of the relevant Customer.

2. Notification Service Standard

Where a Service Provider becomes aware that there are Faults relating to lighting at pedestrian crossings or groups of three or more consecutive lights on a 'Category V road' (as defined in AS/NZS 1158), the Service Provider must:

- (a) as soon as reasonably possible notify the Road Authority;
- (b) as soon as practicable, inform the Road Authority of the expected timeframe for repairs; and
- (c) inform the Road Authority when the repairs are completed.