Appendix A: Consolidated list of questions with the Queensland Department of Transport and Main Roads' response in red text

1. Should the words 'may choose to' be deleted and replaced with 'must' in Sub-clause 4.5.1 of the Facilities Access Code?

TMR supports the proposed change.

2. Should the words 'including by public notice' be inserted in to Sub-clause 4.5.2?

TMR supports the proposed change. TMR also advises:

- Due to recent events, before TMR will enter into any licence agreement with telecommunication carriers (telcos) for a NEW tower, TMR requires all telcos to complete a community consultation process including letters to adjoining properties and any interested or affected parties, public notice in the paper and notice sign on the proposed site. This is completed at the telco's time and cost. After the consultation process is complete, the telcos must provide their report/comments to TMR for review.

- TMR also require the telco to contact the local-state member (MP) to inform them (usually via letter to the MP's office) of the proposed telco tower so that are aware of the proposal in the event of a complaint. It is to be noted the telcos notify the local-state member as an 'information only' and not for approval or consent to proceed. Thus far, the telcos have been very accommodating in completing these requirements for TMR.

3. Should the co-location consultation process in Clause 4.5 of the Facilities Access Code be made a mandatory condition of the Code? If so, should it relate to all eligible facilities? If not, please specify the eligible facilities to which Clause 4.5 should apply?

TMR supports the proposed change for all eligible facilities, particularly facilities where there is high demand by a wide range of third parties (other state, federal and local utilities seeking access) to land or infrastructure specifically declared and designated for the purposes of transport infrastructure, bridges are an example.

TMR's approach to co-location on towers is based around:

- Where possible, TMR supports co-location on any existing or new telco towers within TMR state-controlled road or freehold land.

- From past discussions with the telcos, normally they do endeavour to co-locate, where possible. Sometimes it is not possible due to land capacity, inadequate height and or inability to comply with technical requirements. In some situations it is more economical for the telco to construct their own facility.

- TMR's Licence Agreements allow for sub-licencing if the telco wishes to co-locate within an existing telco 'Licensed Area'. If the telco wishing to co-locate requires TMR land outside of the existing carrier's 'Licensed Area', TMR will enter into a new licence agreement with the telco co-locating. That is, a licence agreement for the ground equipment shelter and associated equipment & cabling. A fair and reasonable annual licence fee is charged for the use of the land.

- Where TMR needs to enter into a Deed for sub-licencing or a new agreement, TMR is of the opinion that it would be fair and reasonable for TMR to charge a one-off cost to cover any legal or administrative costs in negotiating and completing the documents.

4. Should any of the co-location negotiation processes be changed? If so, why?

TMR would like to be reassured that the initiating party has made an attempt to negotiate co-location with the process outlined in TMR's response to question 3 applying.

5. Do any of these co-location negotiation processes require further clarification? For example, should 'reasonable' in clause 4.5.2 of the Facilities Access Code be defined?

Yes, reasonable should be defined.

6. Are there any new processes that should be added to Clause 4.5, or any other part of the Facilities Access Code to promote co-location of eligible facilities?

See TMR's response to question 3.

7. Should the Facilities Access Code impose a 'use it or lose it' obligation as a mandatory or non-mandatory Code condition. If so, should it apply to all eligible facilities and carriers using the facility? What time period should apply?

Yes, TMR proposes a one year time limit.

8. How would a 'use it or lose it' obligation operate? For example, should a carrier lose access to any portion of the facility that it does not use within the designated timeframe?

TMR's Licence Agreement provides some example clauses that might assist your review.

9. Are there any improvements that could be made to the Facilities Access Code to further facilitate access to eligible facilities owned and/or operated by NBN Co?

TMR has no specific feedback other than TMR has a Memorandum of Understanding (MoU) in place with NBN.

10. Are there any improvements that could be made to the Facilities Access Code to facilitate the deployment of distributed antenna systems?

TMR does not support any changes to the Code to allow uncontrolled access to the transport network and placing distributed antenna systems on any transport infrastructure (including but not limited to any traffic control and direction signage, traffic lights and street lighting facilities).

11. Are there any barriers to accessing underground facilities, particularly leading to NBN POI sites and data centres? If so, how could the Facilities Access Code be amended to mitigate these barriers?

To avoid any doubt, TMR does not regard bridges as "underground facilities" that may be regarded by the telecommunications (and any other sector) as "low impact" facilities.

12. Are there any changes to the Facilities Access Code required to facilitate the roll-out of 5G technologies?

TMR has written to all telcos (July 2018) to advise "Small cell, 4G, 5G and fixed wireless installations on street lighting, traffic lighting signs and any other road safety assets cannot be accommodated due to safety, impacts to the structural integrity of the asset, and the inability of TMR to safety support ongoing maintenance".

13. Are there any other changes to the Facilities Access Code that are not covered in this Discussion Paper but which would facilitate access to eligible facilities?

Yes, namely:

- not overloading structures from an engineering point of view
- requiring telcos to comply with our design requirements (for example, slip bases and electrical/data disconnects)
- what happens in the event the infrastructure proposed for co-location is unable to accommodate the additional facility (such as a congested conduit or tower that is at or nearing its structural limits
- TMR's infrastructure delivery projects can incur significant indirect costs through delays caused by telcos not complying with TMR's requirements
- telcos should be required to move their assets at their own cost, and within a statutory timeframe, if TMR provides reasonable notice – see TMR's existing approach below for towers:

- **Termination and/or Relocation**

- As per our Licence Agreement for telco towers, in the event TMR require the telco to remove their facility due to infrastructure purposes/project work/road works, the telco must do so at their own cost, including making good the site. Our standard notice period is 12 months, which is quite reasonable.

- Where possible, TMR will endeavour to assist the telco in a relocation site to ensure mobile coverage is not lost within the particular area. This has already been agreed with a Telco in our negotiated precedent agreement.