

Witness Statement

Terrence Whittle states –

1. The matters set out in this statement are known to me personally or are based on Downer's documentary records that I have reviewed in the preparation of this statement.

2. I have given a witness statement to the Board of Inquiry previously, dated 3 June 2025. In that witness statement I annexed a copy of the Agreement. Where necessary, if I refer to the Agreement in this witness statement, I am referring to the same agreement that is annexed to my earlier witness statement.

3. I am aware that South East Water use a work management system called "Montage". Montage is used to perform a series of tasks including:
 - a) creation of work orders;
 - b) correspondence between Downer and South East Water staff;
 - c) reporting tasks activities; and
 - d) financial costing of all maintenance and operational tasks in the South East Water area,

which are covered by the Agreement.

4. Under the Agreement, Downer is required to use the Montage system for all maintenance activities Downer completes on behalf of South East Water.

5. Downer is provided access to Montage and I also have access to that system. This allows me to access Montage office and field client back-end reporting data, which allows me to extract task creation information, correspondence, reporting data and costing data of all maintenance and operational tasks Downer has completed under the Agreement

6. I have extracted from Montage the tasks performed by Downer for the period 1 October 2024 and 14 January 2025 within the McCrae Landslide Area. At Annexure A is a true copy of those extracts from Montage.
7. Within the parameters identified by the Board of Inquiry, Downer completed seven tasks. Those tasks, with the corresponding work order number, are:
 - i. 1277927/001 – Water task - Repair of Domestic Service;
 - ii. 1280133/001 - Water Task - Explore Leak, Isolate Ferrule, Temps fitted;
 - iii. 1280133/002 - Water Task - Renewal/Installation Long Side Service;
 - iv. 1286412/001 - Water Task - Height Adjustment of Hydrant Head;
 - v. 1289221/001 - Water Task - Repair of Leaking Valve;
 - vi. 1296804/001- Water Task - Renewal/Installation Short Side Service; and
 - vii. 1300775/001 - Sewer Task - Clean - Reticulation and Branch Main Cleaning.
8. Annexure A provides details of work completed on the tasks listed above. I consider that all of the details required by the Board of Inquiry for the sub-questions 1a. to e. are contained within Annexure A.
9. In answer to question 2, I consider, based on my experience working on tasks under the Agreement, that Downer performed the tasks listed above in conformance with its ordinary practices and procedures.
10. In answer to question 3, I believe, based on my understanding of the Agreement, that Downer follows the systems and procedures for testing the electrical conductivity (EC) of water when locating a potential leak in SEW's assets as stated under the Agreement. The relevant procedures are set out in the Agreement under Schedule 4

Specification, Part 2 - Water Civil.

11. I respond to each of the sub-questions of question 3 as follows:

- a) I am aware that basic training is provided to Downer's staff in connection with the water testing. For the water electrical conductivity (EC) tests Downer uses an instrument called a "Hanna Instruments – DiST 3 waterproof low-range EC tester - HI98303". At Annexure B is a true copy of the Hanna Instruments - HI98303 manual.
- b) I am aware, based on my understanding of the Agreement, that the parameters used to determine whether or not water has emanated from SEW's assets are found in the Melbourne Retail Water Agencies (MRWA) - Water Quality Compliance Specification. At Annexure C is a true copy of the MRWA Water Quality Specification.1.0.
- c) I am aware, based on my understanding of the Agreement, that policies, procedures, guidelines or requirements provided by SEW in respect of water testing are set out in the Agreement under Schedule 4 Specification, Part 2 - Water Civil – Section 6 Water Quality.
- d) I am aware, based on my experience and understanding of the Agreement, that if an EC test confirms range of a water leak, the Downer field technician completing the test will then organise a crew from Downer to perform repair works. If those repair works have not sufficiently repaired the leak, Downer will request further specialist leak detection services from a third party in accordance with the Agreement to confirm the leak location and repair area.

Dated this 18th day of June 2025

Irrelevant & Sensitive

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(Signed by Terrence (Terry) Whittle)