



# **PUBLIC LIGHTING CODE**

**December 2015**

Version 2

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Revisions to this Code

<b>Version No.</b>	<b>Date</b>	<b>Nature of Amendment</b>
2	December 2015	To implement the Commission's Review of the Victorian Electricity Distributors' Guaranteed Service Level payment scheme Final Decision, clause 2.5 has been amended

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## 1. INTRODUCTION

### 1.1 Purpose

The purpose of this Code is to regulate the provision of public lighting or the arrangements for such provision by specifying minimum standards and certain obligations of *distributors* and *public lighting customers*. The objective of such regulation is to provide a safe visual environment for pedestrian and vehicular movement during times of inadequate natural light.

### 1.2 Date of effect

This Code replaces the Public Lighting Code published in September 2001 with effect from 1 July 2005.

### 1.3 To whom and how this Code applies

This Code applies to each *distributor* under its *distribution licence*<sup>1</sup> only in respect of the *public lighting assets* owned by that *distributor*.

### 1.4 Variation by written agreement

1.4.1 A *distributor* or a *public lighting customer* may seek a written agreement with the other party to expressly vary their respective rights and obligations under this Code.

1.4.2 If such an agreement is sought, the *public lighting customer* and the *distributor* must negotiate in good faith.

### 1.5 Amendment of Code

1.5.1 The *Commission* may amend this Code on its own initiative or in response to a proposal by a *distributor*, a *public lighting customer* or other interested persons if it considers the amendment would better achieve the *Commission's* objective in the *Essential Services Commission Act* 2001(Vic) or the *Act* or any relevant statement of government policy.

1.5.2 The *Commission* will effect an amendment by applying the *Commission's* common seal to a document detailing the amendment.

1.5.3 Unless the *Commission* is satisfied on reasonable grounds that an amendment is urgently required, the *Commission* will not amend this Code unless and until:

(a) all *distributors*, all *public lighting customers* and other interested persons have been given a reasonable opportunity to make representations to the *Commission* concerning the amendment; and

(b) those representations have been taken into account.

1.5.4 The date specified on the amendment must not be earlier than the date on which the amendment is made without prior agreement from *distributors* and *public lighting customers*.

1.5.5 The *Commission* will notify all *distributors*, all *public lighting customers* and other interested persons of any amendment the *Commission* makes to this Code.

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<sup>1</sup> The Code specifies minimum standards which must be reflected in a *distributor's* offer under clause 9.1 of a *distribution licence* or the required standards where services **must** be provided under clause 9.3 of a *distribution licence*.

## 2. ASSET MANAGEMENT

### 2.1 Good asset management

**EXPLANATORY NOTE:** This clause defines elements of good asset management which are designed to encourage innovation in the provision of **public lighting services** and not prescribe **distributor's** practices in detail. The **Commission** may, however, undertake detailed examination of a **distributor's** practices if there is a substantial decline in the quality or reliability of services or evidence of a significant risk that such a decline may occur in the future when compared to the licensee's historical performance and its performance targets.

A **distributor** must use best endeavours to:

- (a) record the type, **rated power** and location of its **luminaires** and identify the relevant **public lighting customer(s)** for each **luminaire**;
- (b) assess and monitor the condition and performance of **public lighting assets**;
- (c) develop and implement plans for the operation, maintenance, refurbishment, replacement, repair and disposal of its **public lighting assets**:
  - to comply with the laws and other performance obligations which apply to the provision of **public lighting services** including those contained or referred to in this Code;
  - to minimise the risks associated with the failure or reduced performance of **public lighting assets**; and
  - in a way which minimises costs to **public lighting customers**.

### 2.2 Use of distribution system

A **distributor** must use best endeavours to ensure that **public lighting assets** remain connected to the **distributor's distribution system** to enable the supply of energy for their operation.

### 2.3 Minimum standards

2.3.1. A **distributor's** plans under clause 2.1(c) must include performance targets. The **distributor** and the **public lighting customer** must negotiate in good faith to agree upon such performance targets. As a minimum, the **distributor** must (or must ensure that a person responsible to it must):

- (a) operate a 24 hour call centre to receive public and **public lighting customer** reports of public lighting faults;
- (b) repair or replace **standard fittings** within 7 **business days** of a **fault report** and use best endeavours to repair or replace **non-standard fittings** within 7 **business days** of a **fault report** subject to the availability of fittings;
- (c) replace **non-major road lamps** at least every 4 years or otherwise as required by **public lighting standards**;
- (d) clean, inspect for damage and repair **luminaires** during any re-lamping;
- (e) replace photo-electric cells at least every 8 years or otherwise as required by **public lighting standards**;
- (f) routinely patrol **major roads** at night to inspect, replace or repair **luminaires** at least 3 times per year;

- (g) replace *luminaires* with appropriate new *luminaires* at the end of their economic life.

2.3.2 A *distributor* is relieved of its obligation to meet the minimum standards for *public lighting services* set out in this clause 2.3 during any period in which a *public lighting customer* unreasonably withholds payment for *public lighting services* provided by the *distributor*. The relief does not extend to allowing such a low standard as would compromise public safety. To avoid doubt the relief does not extend to clauses 2.3(a), 2.3(b) and 2.3(c).

## 2.4 Charges

All of a *distributor's* charges for *public lighting services* performed under its plans, other than installation of new *public lighting assets*, must be set out in a schedule of charges. The schedule of charges must be set out on a per *luminaire* per annum basis. The charges must be fair and reasonable.

## 2.5 Guaranteed service level

Where a *distributor* does not repair a public light within 2 *business days* of a *fault report* or a period otherwise agreed between the *distributor* and the person, it must pay the first person who reported the fault a minimum of \$25 if:

- (a) that person is the occupier of an immediately neighbouring residence or is the proprietor of an immediately neighbouring business, and
- (b) the public light is a distributor-owned public lighting asset for which the operation, maintenance, repair and replacement is regulated by the Australian Energy Regulator as an alternative control service under Chapter 6 of the National Electricity Rules.

### 3. NEW PUBLIC LIGHTING

**EXPLANATORY NOTE:** Unless the *distributor* and the *public lighting customer* agree otherwise this Code does not apply where the *public lighting customer* elects to own new public lighting. However, the *distributor* and the *public lighting customer* may agree that after the construction and commissioning of the assets the ownership of the assets will transfer to the *distributor*. Where such an agreement is made (to transfer the assets to the *distributor*) the assets become subject to the applicable provisions of this Code.

#### 3.1 Design brief

A *distributor* is not required to construct new *public lighting assets* until a *public lighting customer* has provided a design brief in accordance with the *public lighting standards* for any required new *public lighting assets*.

#### 3.2 Standard fittings

3.2.1 A *distributor* must maintain a list of *standard fittings*. A *distributor* must provide a copy of its list of *standard fittings* to a *public lighting customer* on request, or upon any change to the list of *standard fittings*.

3.2.2 If a *public lighting customer* proposes the addition of a new item to the list of *standard fittings* the *distributor* must add the new item if it complies with the *distributor's public lighting technical standards*. The *distributor* must not unreasonably refuse the addition of a new item to the list of *standard fittings* if the *public lighting customer* has agreed to pay a fair and reasonable charge for operation, maintenance and repair of the proposed new *standard fitting* if used in public lighting. The *distributor* is not required to assess the compliance of a proposed new *standard fitting* unless the *public lighting customer* has agreed to pay any fair and reasonable fee to the *distributor* for assessing such compliance.

#### 3.3 Non-standard fittings

If a *public lighting customer* specifies the use of *non-standard fittings* or light types with *non-standard fittings* the *distributor* must offer to install the lighting on fair and reasonable terms. In considering the acceptability to it of *non-standard fittings*, the *distributor* must have regard to its *public lighting technical standards*.

#### 3.4 Supply point

Subject to satisfying a *public lighting customer's* requirement, a *distributor* will nominate any new *public lighting supply point* on the basis of its assessment of technical suitability.

#### 3.5 Detailed design documentation

3.5.1 If a *public lighting customer* agrees to a fair and reasonable fee, a *distributor* must undertake design work (if necessary) to translate a *design brief* into working design documents for construction.

3.5.2 Alternatively, a *public lighting customer* may request a person other than the *distributor* to prepare design documentation, in which case:



- (a) the *distributor* must within 10 *business days* of a written request advise the designer of the *distributor's* reasonable requirements and applicable *public lighting technical standards*;
- (b) the *distributor* must, subject to paragraph (d), confirm compliance or non-compliance with the *distributor's public lighting technical standards* of the *public lighting customer's* proposal if the *public lighting customer* has submitted the design documentation to the *distributor* before construction commences;
- (c) written confirmation or advice of non-compliance of a submitted design must be given by the *distributor* within 20 *business days* if the design uses *standard fittings* or otherwise within a reasonable period of time; and
- (d) the *distributor* is not obliged to confirm compliance or non-compliance of the *public lighting customer's* proposal with the *distributor's public lighting technical standards* unless the *public lighting customer* has agreed to pay a fair and reasonable fee for the *distributor* to review the compliance or non-compliance.

### **3.6 Connection of public lights constructed by the public lighting customer**

A *distributor* must within 20 *business days* of a request provide all necessary information including advice of its reasonable requirements and applicable *public lighting technical standards* to enable another person to construct the new *public lighting assets* at the request of the *public lighting customer*. Compliance with such requirements and standards is necessary before the *distributor* is obliged to connect those assets to the *distribution system*.

### **3.7 Notice of proposed works**

A *distributor* is not obliged to commence or facilitate construction of a new *public lighting asset* unless all interested persons are given adequate notice by the *distributor* or the *public lighting customer* (as agreed between them) of proposed works for new lighting including, where relevant, any associated installation of temporary lighting.

## 4. ALTERATIONS TO EXISTING PUBLIC LIGHTING

### 4.1 Design brief

A *distributor* is not required to alter *public lighting assets* until a *public lighting customer* has provided a *design brief* in accordance with the *public lighting standards* for any required alteration, relocation or replacement of *public lighting assets*.

### 4.2 Non-standard fittings

If a *public lighting customer* which requests an alteration, relocation or replacement of *public lighting assets* specifies the use of *non-standard fittings* or light types with *non-standard fittings* the *distributor* must offer to perform the alteration, relocation or replacement on fair and reasonable terms. In considering the acceptability to it of *non-standard fittings*, the *distributor* must have regard to its *public lighting technical standards*.

### 4.3 Detailed design documentation

Clause 3.5 applies to the preparation of design documentation for alteration, relocation or replacement of *public lighting assets*.

### 4.4 Alterations by public lighting customer

A *distributor* must within 20 *business days* of a request provide all necessary information including advice of its reasonable requirements and applicable *public lighting technical standards* to enable another person to alter, relocate or replace *public lighting assets* at the request of the *public lighting customer* if the *public lighting customer* has obtained the *distributor's* approval of the person who will be undertaking the alteration, relocation or replacement. The *distributor* must not unreasonably withhold such approval, subject to any applicable *guideline*. Compliance with such requirements and standards is necessary before the *distributor* is obliged to reconnect or connect those altered, relocated or replaced assets to the *distribution system*.

### 4.5 Notice of proposed works

A *distributor* is not obliged to commence or facilitate proposed works for alteration, relocation, replacement or removal of *public lighting assets* including, where relevant, any associated installation of temporary lighting unless all interested persons are given adequate notice by the *distributor* or the *public lighting customer* (as agreed between them).

## 5. PROVISION OF INFORMATION

### 5.1 Public lighting data

5.1.1 A *distributor* must provide to a *public lighting customer*:

- (a) an electronic copy of public lighting data held by the *distributor* on request at reasonable intervals, using either *csv* or *dxg* format (or other format as agreed with the *public lighting customer*); and
- (b) ongoing access to public lighting data held by the *distributor* through its Internet web site.

5.1.2 Public lighting data provided by the distributor under clause 5.1 must include:

- (a) spatial location;
- (b) ownership of the public light;
- (c) the *public lighting customer*;
- (d) whether it is a shared cost light;
- (e) for assets installed after 30 June 2005, the date the public light was installed;
- (f) date of bulk re-lamping of the public lights;
- (g) the type of *lamp*;
- (h) the *rated power* of the lamp; and
- (i) for poles installed after 30 June 2005, the type of pole (ie standard/non-standard/frangible)

### 5.2 Reports

5.2.1 A *distributor* must provide to a *public lighting customer*:

- (a) upon any material change, an up-to-date report and map in hard copy or electronic format (*csv* or *dxg*), as requested by the *public lighting customer*, conveying the asset records referred to in clause 5.1 insofar as they detail location, type and *rated power* of the *public lighting assets* relevant to that *public lighting customer*;
- (b) upon any material change, a current copy of its plans for the operation, maintenance, refurbishment, replacement, repair and disposal of its *public lighting assets*;
- (c) a quarterly report of progress against the maintenance plan including identification of the number of fault repairs and preventative maintenance activities;
- (d) a quarterly report containing analysis of performance against any performance targets referred to in clause 2.3 and the guaranteed service level set out in clause 2.5;
- (e) an annual report of operations and maintenance, including refurbishment, replacement, repair and disposal, expenditure for the distribution business allocated by *public lighting customer*. The report should be provided at a time to align with the *public lighting customer's* annual budgeting requirements;

- (f) not less often than annually, a report on its work program providing details of the timing and extent of works to be undertaken on the *public lighting assets* relevant to that *public lighting customer*; and
- (g) upon request from a *public lighting customer*, any other reports which a *public lighting customer* may reasonably require.

5.2.2 Reports under paragraphs (a) to (f) will be provided at no additional charge. A fair and reasonable charge may be made for other reports.

### 5.3 Billing information

Bills provided by a *distributor* must identify separately the charge for each type of *public lighting service* provided and must contain at least the following information:

- (a) detail of the number and type of lights operated and maintained; and
- (b) any other information necessary for the *public lighting customer* to verify the accuracy of an amount charged on the bill.

### 5.4 Energy procurement information

A *distributor* must promptly provide to the *public lighting customer* or the *public lighting customer's retailer* any information held by the *Distributor* which a *public lighting customer* or a *public lighting customer's retailer* needs in order for the *public lighting customer* to purchase the electricity required for operation of the public lighting directly from a *retailer* or the wholesale electricity market (in accordance with its right under clause 9.4 of *distribution licences*).

## 6. BILLING

Where a *public lighting customer* does not have an agreement with a *retailer* for billing all *public lighting services* other than installation of new *public lighting assets*, the *distributor* must issue a bill to a *public lighting customer* each month, specifying a pay by date which must be not less than 12 *business days* after the date of dispatch.

## 7. DISPUTE RESOLUTION

### 7.1 Standard for dispute resolution

A *distributor* must handle a *complaint* by a *public lighting customer* in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Commonwealth Department of Industry, Science and Tourism.

### 7.2 Information to be given to complainant

When a *distributor* responds to a *public lighting customer's complaint*, the *distributor* must inform the *public lighting customer*:

- (a) that the *public lighting customer* has a right to raise the complaint to a higher level within the *distributor's* management structure; and
- (b) if, after raising the *complaint* to a higher level the *public lighting customer* is still not satisfied with the *distributor's* response, the *public lighting customer* has a right to refer the *complaint* to the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external dispute resolution body. This information must be given in writing.

## 8. DEFINITIONS

In this Code:

*Act* means the *Electricity Industry Act 2000* (Vic).

*Australian Standard* or “AS” or “AS/NZ” means a standard published by Standards Australia.

*business day* means a day other than a Saturday or Sunday or a public holiday appointed under the *Public Holidays Act 1993* (Vic).

*Commission* means the Essential Services Commission established by the *Essential Services Commission Act 2001* (Vic).

*complaint* means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by a *distributor*, its employees or contractors. This includes failure by a *distributor* to observe its published practices or procedures.

*csv* means comma separated values.

*design brief* means all necessary information for the location and design of the new (or altered, relocated or replaced, as the case may be) *public lighting assets*.

*distribution licence* means a licence to distribute and *supply* electricity granted under the *Act*.

*distribution system* means in relation to a *distributor* a system of electric lines (generally at nominal voltage levels of 66kV or below) which that *distributor* is licensed to use to distribute electricity for *supply* under its *distribution licence*, excluding *public lighting assets*.

*distributor* means a person who holds a *distribution licence* under the *Act*.

*dxf* means drawing exchange format.

*fault report* means the time when a *distributor's* 24 hour call centre receives a report of a fault (from any source).

*guideline* means a guideline published by the *Commission*.

*lamp* means a source made in order to produce an optical radiation.

*luminaire* means an apparatus which distributes, filters or transforms the light transmitted from one or more *lamps* and which includes, other than the *lamps* themselves, all the parts necessary for fixing and protecting the *lamps* and where necessary circuit auxiliaries together with the means for connecting them to the *distribution system*.

*major road* means a primary or secondary road depicted by a black or red line in the current edition from time to time of the Melway street directory, or a road in the non-metropolitan area designated ‘M’, ‘A’ or ‘B’ by VicRoads.

*non-major road lamps* means a *lamp* installed other than a on *major road* and includes *lamps* installed in parks.

*non-standard fitting* means a fitting other than a *standard fitting*.

*public lighting assets* means all assets of a *distributor* which are dedicated to the provision of public lighting, including *lamps*, *luminaires*, mounting brackets and poles on which the fixtures are mounted, supply cables and control equipment (for

example, photoelectric cells and control circuitry) but not including the *distributor's* protection equipment (for example fuses and circuit breakers).

*public lighting customer* means:

- (a) VicRoads or a municipal council in its municipal district, as the case may be, in respect of public lighting of freeways or arterial roads within the meaning of the *Road Management Act 2004*;
- (b) the Docklands Authority in respect of public lighting in the docklands area (as defined in the *Docklands Act 1991 (Vic)*) other than public lighting in sub paragraph (a); and
- (c) a municipal council in respect of all other public lighting in its municipal district.

*public lighting services* mean any of the following services provided for the purpose of lighting public places:

- (a) the operation of *public lighting assets*, including handling enquiries and complaints about public lighting, and dispatching crews to repair *public lighting assets*;
- (b) the maintenance, repair, alteration, relocation and replacement of *public lighting assets*; and
- (c) the installation of new *public lighting assets*.

*public lighting standard* means the current version from time to time of AS/NZ 1158 and AS/NZ 3771.

*public lighting supply point* means a point at which *public lighting assets* are connected to the *distribution system*.

*public lighting technical standards* means standards published by a *distributor* which are consistent with the *public lighting standards* and deal with technical requirements for connection to the *distributor's distribution system*.

*rated power* means the value of the power of a type of lamp declared by the manufacturer or responsible vendor applying when the lamp is operated under the manufacturer's or vendor's specified conditions.

*retailer* means a person who holds, or is exempt from holding, a *retail licence* under the *Act*.

*retail licence* means a licence granted under the *Act* to sell electricity otherwise than through the wholesale electricity market.

*standard fitting* means a *lamp*, *luminaire*, mounting bracket, public lighting pole, supply cable or control equipment, normally used by or acceptable to a *distributor*.

*supply*, in relation to electricity, means the delivery of electricity and related services.

## 9. INTERPRETATION

- 9.1 In deciding whether a person has used best endeavours, regard will be had to all relevant factors including whether the person has acted in good faith and has done what is reasonably necessary in the circumstances.
- 9.2 In this Code, unless the context otherwise requires:
- (a) any question as to the fairness and reasonableness of a matter in this Code will be decided by the *Commission* on the basis of the *Commission's* opinion of fairness and reasonableness.
  - (b) headings and footnotes are for convenience or information only and do not affect the interpretation of this Code or of any term or condition set out in this Code;
  - (c) words importing the singular include the plural and vice versa;
  - (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
  - (e) a reference to a clause or appendix is to a clause or appendix of this Code;
  - (f) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
  - (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
  - (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
  - (i) other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning;
  - (j) a period of time:
    - which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
    - which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
  - (k) a reference to:
    - time is a reference to Standard Time within the meaning of the *Summer Time Act 1972 (Vic)* and not Summer Time within the meaning of that Act;
    - a day is a reference to a period commencing immediately after midnight and ending the following midnight; and
    - a month is a reference to a calendar month;
  - (l) an event which is required under any term or condition set out in this Code to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*.