



NSW Public Lighting Code  
compliance reporting

# Electricity networks reporting manual

July 2021

Energy »

## Energy Networks Regulation Committee Members

The Committee members are:

Ms Sandra Gamble, Chair

Ms Deborah Cope

Ms Naveena Rajaretnam

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## Amendment record

Issue	Date issued	Amendments made
First issue	April 2019	Draft on IPART website for comment by all stakeholders.
Second issue	June 2019	Section 2 - all reporting is required from 1 July onwards. Section 2.2.1 - amendment to sign-off requirements for the annual performance report.
Third issue	July 2021	Updates to reflect amendments to the Code, including additional quarterly and annual performance reporting requirements, and miscellaneous amendments.

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# 1 The purpose and status of this Reporting Manual

This Reporting Manual applies to Ausgrid, Endeavour Energy and Essential Energy (Service Providers). The Service Providers are required to comply with the *NSW Public Lighting Code* (Code) under condition 19A.1 of their operating licences. The Service Providers are also required to comply with any Reporting Manuals issued by IPART under condition 14 of their operating licences.

The Department of Planning, Industry and Environment (Department) established the Code to support the reliable and efficient provision of public lighting services.<sup>1</sup> The Service Providers have been required to comply with the Code since 1 July 2019. The Code is published on the Department's website. IPART will review and amend this Reporting Manual from time to time, including where there are changes to statutory requirements and licence conditions.

More generally, the reporting requirements specified in IPART Reporting Manuals do not replace any requirements identified in licence conditions, legislation, statutory instruments or codes that apply to the Service Providers and other licensed electricity network operators. Compliance with Reporting Manuals is required in addition to, not in substitution for, compliance with other applicable obligations.

Generally, the information gathered through the reporting arrangements outlined in Reporting Manuals will allow IPART to:

- determine whether electricity network operators are consistently and effectively meeting statutory obligations
- identify immediate risks and long term trends
- identify trends that signify emerging issues across the industry with a view to developing safety measures or supporting industry safety initiatives where appropriate.

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<sup>1</sup> Clause 17 of the Code defines Public Lighting Services to mean '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.'

## 2 Reporting under the Code

Service Providers are required to provide quarterly reports and an annual performance report to IPART each financial year. These reports have varying content and due dates. IPART may also request additional reports from the Service Providers regarding their compliance with the Code.

We note that the reporting requirements in this Reporting Manual reflect clause 8 of the Code. IPART has not included any additional reporting requirements or reporting to Customers<sup>2</sup> and the Department in this Reporting Manual.

### 2.1 Frequency of reporting and due dates

The due dates for each report to IPART are specified in the table below.

Table 2.1 Summary of reports

Report	Due date	Code reference
Quarterly report	Within one month of the end of each quarter <sup>a</sup>	Clause 8(f) to 8(h)
Annual performance report	31 August of each year <sup>a</sup>	Clause 8(a) to 8(e)
Ad hoc report	Within 15 business days of receipt of a written request from IPART	Clause 8(j) to 8(k)

a. Unless an alternate due date is approved by IPART.

### 2.2 Contents of the reports

Service Providers are required to prepare reports under clause 8 of the Code, as detailed in the following sections. If the content of any of the reports is subject to a variation agreement between the Service Providers and their Customers, Service Providers are required to report against the varied terms and attach a copy of the variation agreement when submitting the reports to IPART.<sup>3</sup>

<sup>2</sup> Clause 17 of the Code defines Customer to mean 'a Council (as defined by the *Local Government Act 1993*) or a Public Authority of a Local, State or Federal Government.'

<sup>3</sup> Clause 13(a) of the Code provides that a Service Provider or a customer may seek written agreement from the other to expressly vary the application of the Code, except with respect to clauses 1, 2, 3, 4 and 8.

## 2.2.1 Quarterly reports

Service Providers are required to provide a quarterly report to IPART and each of their Customers.<sup>4</sup> IPART has provided a Microsoft Excel spreadsheet (Reporting Template)<sup>5</sup> for the Service Providers to input quarterly report information that includes:

- the list of all faults
- who reported each fault (e.g. a Customer, member of public or Service Provider)
- the location of each fault
- if repaired, the time taken to repair each fault
- if not yet repaired, the number of days since notice of the fault was received
- the fault type (i.e. General<sup>6</sup> or Complex<sup>7</sup>), and whether each fault is also a priority fault
- whether the fault was subject to an Excluded Fault Condition<sup>8</sup>
- the number of General faults not repaired within 10 business days
- the number of Complex faults not repaired within 30 business days
- compliance with the timeframes for performing Public Lighting Services under clause 9 of the Code
- where there have been any instances of Widespread Non-conformity<sup>9</sup> the following should also be included in the report for the relevant quarter:
  - details of the specific factors that contributed to the Widespread Non-conformity for the quarter
  - any actions taken, or proposed, to address the Widespread Non-conformity
  - the expected timeframe to address the Widespread Non-conformity.

In addressing the 3 points above, Service Providers should provide details of the Customers affected by Widespread Non-conformity. Service Providers may report details of Widespread Non-conformity in the relevant section of the Reporting Template, or in the cover letter to accompany the quarterly report.

<sup>4</sup> Clause 8(h) of the Code requires Service Providers to provide quarterly reports 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.

<sup>5</sup> The Reporting Template is available at:  
<https://www.ipart.nsw.gov.au/Home/Industries/Energy/Reviews/Electricity/Public-Lighting-Code-DraftElectricity-Networks-Reporting-manual-2019?qDh=2>

<sup>6</sup> Clause 17 of the Code defines General Faults to mean 'all Faults that are not Complex Faults and are not subject to an Excluded Fault Condition.'

<sup>7</sup> Clause 17 of the Code defines Complex Faults to mean 'Faults related to Repairs not subject to an Excluded Fault Condition: i. Where a site-specific traffic management plan and an additional dedicated traffic control crew are required; and/or ii. Where a site-specific Road Occupancy Licence or other specific authority for road occupancy is required; and/or iii. Where identification of an underground fault is required; and/or iv. Where access to private property is required.'

<sup>8</sup> Clause 17 of the Code defines Excluded Fault Condition to mean 'a condition affecting the Repair time for a Fault as described in Schedule 1 Table B.'

<sup>9</sup> Clause 17 of the Code defines Widespread Non-conformity to mean 'where 5 per cent or more of General Faults in the relevant period have not been repaired within the maximum Repair time allowed under the Individual Repair Standard as a result of, or in connection with, a specific factor or reasonably related factors.'

The Service Provider's CEO or equivalent (e.g. Managing Director if there is no CEO) must sign-off on the cover letter to accompany the quarterly report.

## Faults to include in quarterly reports

A quarterly report should include:

- details of faults identified during the quarter
- only faults with a 'date reported' of 1 July 2019 or later
- details of any faults that were reported in previous quarters and repaired in the current quarter
- details of any outstanding faults that were reported in previous quarters.

## 2.2.2 Annual performance report

Service Providers are required to provide an annual performance report to IPART, which includes:

- activities undertaken in accordance with the Service Provider's Management Plan, as described under clause 6(e) of the Code
- compliance with the Service Standards<sup>10</sup> at clause 1 of Schedule 1 to the Code. (The Reporting Template calculates a Service Provider's compliance with the Service Standards. A Service Provider must populate the Reporting Template with details of faults reported throughout the financial year and details of faults that are outstanding, and provide the completed Reporting Template as part of its annual performance report.)<sup>11</sup>
- compliance with the Service Provider's obligations under the Code (including clauses 7, 9, 10, 11, 12 and 14)
- compliance with the AEMO metering requirements for Type 7 metering set out in AEMO Metrology Procedure adopted under clause 7.16 of the National Electricity Rules
- the number and value of payments and credits made under clause 10(d), clause 10(f), and clause 10(g) of the Code
- information on the dates and locations of any inspection patrols undertaken by the Service Provider
- details of Widespread Non-conformity and/or non-compliance with the Average Repair Standard,<sup>12</sup> and details of associated rectification actions and timeframes.<sup>13</sup>

A pro forma for the annual performance report is attached at Appendix A.

<sup>10</sup> Clause 17 of the Code defines Service Standards to mean 'the standards of service that the Service Provider must meet in the delivery of Public Lighting Services as specified in Schedule 1 clause 1.'

<sup>11</sup> We have provided further instructions in the Reporting Template.

<sup>12</sup> Clause 17 of the Code defines Average Repair Standard to mean 'for a financial year, the average number of Business Days within which Faults must be repaired as specified at Schedule 1 Table A Column 3' of the Code.

<sup>13</sup> Service Providers may report details of Widespread Non-conformity and/or non-compliance with the Average Repair Standard in the relevant section of the Reporting Template, or in the cover letter to accompany the annual performance report.

## 2.3 Lodgement

The Service Providers must lodge the compliance reports by email to [energy@ipart.nsw.gov.au](mailto:energy@ipart.nsw.gov.au), including contact details (phone, email) of the primary contact as well as an alternative contact for those times when the primary contact is unavailable.

All reports must be addressed to the CEO, Independent Pricing and Regulatory Tribunal of NSW and be signed off by the Service Provider's CEO or an equivalent (e.g. Managing Director if there is no CEO). Where the CEO has delegated this responsibility, the Service Provider must also provide evidence of that delegation.

IPART recommends that Service Providers submit any extension requests well in advance of the due date to ensure that IPART has adequate time to consider the request and make a decision on a case-by-case basis. As a guide, we recommend that Service Providers submit any requests for extensions at least two weeks before the due date of the relevant report to [energy@ipart.nsw.gov.au](mailto:energy@ipart.nsw.gov.au).



# Appendices



## A Annual performance reporting pro forma

Annual Performance Report for year 20 -

Submitted by *[Name of Service Provider]* ACN: *(insert ACN)*

To: The Chief Executive Officer  
Independent Pricing and Regulatory Tribunal of NSW  
PO Box K35 Haymarket Post Shop NSW 1240

*[Name of Service Provider]* reports as follows:

1. This report details *[Name of Service Provider]*'s activities under the management plan, its compliance with the Service Standards in Schedule 1 of the NSW Public Lighting Code and its remaining obligations under the Code. These requirements form part of *[Name of Service Provider]*'s obligations under condition 19A of its Distribution Network Service Provider Licence.
2. This report has been prepared by *[Name of Service Provider]* with all due care and skill in full knowledge of conditions to which it is subject and in compliance with IPART's *Electricity networks reporting manual – NSW Public Lighting Code compliance reporting*.
3. Schedule A provides information on the activities undertaken in accordance with the management plan that is also attached to this report.
4. Schedule B provides information on *[Name of Service Provider]*'s compliance with Schedule 1 Service Standards of the Code during *[financial year]*.
5. Schedule C provides information on *[Name of Service Provider]*'s compliance with obligations under the Code, including clauses 7, 9, 10, 11, 12 and 14 during *[financial year]*.
6. Schedule D provides information on *[Name of Service Provider]*'s compliance with AEMO metering requirements during *[financial year]*.
7. Schedule E provides a summary of the number and value of payments and credits made by *[Name of Service Provider]* under clause 10(d), clause 10(f), and clause 10(g) of the Code during *[financial year]*.
8. Schedule F provides a summary of the dates and locations of any inspection patrols undertaken by *[Name of Service Provider]* during *[financial year]*.
9. Schedule G provides details of Widespread Non-conformity and/or non-compliance with the Average Repair Standard during *[financial year]*, and details of associated rectification actions and timeframes.
10. *[Name of Service Provider]* has complied with all its obligations under the NSW Public Lighting Code during *[financial year]*, except as noted in Schedule H.

Signed: .....

Name: .....

Designation: .....

Date: .....

**NB:** Signatory must be the CEO or equivalent (e.g. Managing Director if there is no CEO). Where the CEO (or equivalent) has delegated this responsibility, IPART may request evidence of the delegation.

## Schedule A: Activities undertaken in accordance with Management Plan

The Service Provider must report on its performance against the level of service identified for the activities under clause 6(e) of the NSW Public Lighting Code.

Table A.1 Management plan activities

Clause 6(e) activity <sup>a</sup>	Level of service identified	Performance against level of service	If level of service was not met, the reason why it was not met

a. The Service Provider must enter in this column the relevant Management Plan activity listed under clause 6(e) of the Code. For example, clause 6(e)(iii) luminaire cleaning and inspection.

## Schedule B: Compliance with Service Standards

Table A.2 Summary for the financial year

Type of information	Statistic	Service Provider entry
Customers and faults	Total number of Customers	
	Total number of faults repaired	
General faults	Total number of General Faults repaired	
	Total General Fault repairs exceeding 10 business days	
	Total number of Customers for which General Faults were repaired within 8 business days on average	
	Total number of Customers to which average repair standard for General Faults applies <sup>a</sup>	
	Total number of Customers for which General Priority faults were repaired on time	
	Total number of Customers for which General Priority faults were repaired	
Complex faults	Total number of Complex Faults repaired	
	Total Complex Fault repairs exceeding 30 business days	
	Total number of Customers for which Complex Faults were repaired within 25 business days on average	
	Total number of Customers to which average repair standard for Complex Faults applies <sup>b</sup>	
	Total number of Customers for which Complex Priority faults were repaired on time	
	Total number of Customers for which Complex Priority faults were repaired	

Type of information	Statistic	Service Provider entry
Faults with an Excluded Fault Condition	Total number of faults with an Excluded Fault Condition repaired that met Permitted Repair Standard <sup>c</sup>	
	Total number of faults with an Excluded Fault Condition repaired	
Faults to which Service Standards do not apply	Total number of faults affected by a Force Majeure Event (that did not result in a loss of electricity supply) that were repaired on time	
	Total number of faults affected by a Force Majeure Event (that did not result in a loss of electricity supply) that were repaired	
	Total number of faults affected by a Force Majeure Event (that resulted in a loss of electricity supply) that were repaired on time	
	Total number of faults affected by a Force Majeure Event (that resulted in a loss of electricity supply) that were repaired	
	Total number of faults that required replacement of the electricity distribution pole that were repaired on time	
	Total number of faults that required replacement of the electricity distribution pole that were repaired	
Public Lighting Services	Total written requests for Public Lighting Services	
	Total jobs not performed within 90 business days or timeframe mutually agreed with Customer	

a. Refers to the total number of Customers for which General Faults were required to be repaired within 8 business days on average.

b. Refers to the total number of Customers for which Complex Faults were required to be repaired within 25 business days on average.

c. Clause 17 of the Code defines Permitted Repair Standard to mean 'the number of Business Days within which an individual Fault must be repaired as specified at Schedule 1 Table B Column 2.'

Note: This table is a summary of the key data from the quarterly reports submitted by *[Name of Service Provider]* throughout the financial year.

## Schedule C: Compliance with the Service Provider's obligations under the Code

The Service Provider must provide details of compliance with the Service Provider's obligations under the Code (including clauses 7, 9, 10, 11, 12 and 14).

## Schedule D: Compliance with AEMO metering requirements

The Service Provider must provide details of compliance with the AEMO metering requirements for Type 7 metering set out in AEMO Metrology Procedure adopted under clause 7.16 of the National Electricity Rules.

## Schedule E: Summary of payments and credits

The Service Provider must provide details of the number and value of payments and credits made under clause 10(d), clause 10(f), and clause 10(g) of the Code.

## Schedule F: Summary of inspection patrols

The Service Provider must provide the dates and locations of any inspection patrols undertaken.

Schedule G: Details of Widespread Non-conformity

Where there has been Widespread Non-conformity and/or there has been non-compliance with the Average Repair Standard as a result of, or in connection with, a specific factor or reasonably related factors, a Service Provider must provide details of the following:

- specific factors that contributed to the Widespread Non-conformity and/or the non-compliance with the Average Repair Standard
- the actions taken, or proposed to be taken, in order to rectify the Widespread Non-conformity and/or the non-compliance with the Average Repair Standard, and
- the expected timeframe to address the Widespread Non-conformity and/or the non-compliance with the Average Repair Standard.

In addressing the 3 points above, Service Providers should provide details of the Customers affected by Widespread Non-conformity and/or non-compliance with the Average Repair Standard.

Schedule H: Non-compliances with Service Provider obligations

Table A.3 Service Provider non-compliances

Relevant Code reference (clause)	Details of non-compliance	Plan for rectification	Timeframe for rectification

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