

22 September 2025

Essential Services Commission
Victoria Level 8, 570 Bourke Street
Melbourne VIC 3000

By email: [REDACTED]

Dear Energy reform team,

Consultation on the proposed revocation of the Public Lighting Code

CitiPower, Powercor and United Energy (the **networks**) welcome the opportunity to provide feedback on the Essential Services Commission's (**Commission**) consultation paper regarding the proposed revocation of the *Public Lighting Code (PLC)*.

We acknowledge the Commission's position that the PLC is no longer fit-for-purpose, as some of its provisions are addressed under the *National Electricity Rules (Rules)*. We therefore support revoking the PLC, provided certain obligations are retained and incorporated under the *Electricity Distribution Code of Practice (EDCoP)*.

Following our review of the Commission's proposal to revoke the PLC, and incorporate certain obligations into the EDCoP, we have identified the following key considerations.

Civil penalty implications

Once PLC obligations are transferred into the EDCoP, any breach of these obligations will be treated as a civil penalty requirement under the *Essential Services Commission Act 2001 (Vic)*. Schedule 1 of the amended EDCoP will classify these obligations as either tier 1 or tier 2, with maximum court-ordered penalties of up to 60,000 penalty units (currently \$12.2 million) for tier 1 and 8,000 penalty units (currently \$1.63 million) for tier 2. While this does not expand the Commission's enforcement powers, it highlights that these obligations carry significant compliance risk for distributors which they have not previously been subject to.

Definition of 'distribution system'

The Commission proposes to amend the EDCoP definition of 'distribution system' to explicitly include public lighting assets. This would achieve the intent of applying existing asset management requirements to public lighting. Such a definitional change has unintended effects by extending the term 'distribution system' across all EDCoP provisions. This includes areas not specifically designed for public lighting.

We recommend that the Commission adopts an explicit reference to 'public lighting assets' to ensure the relevant clauses only apply where they are intended to do so (for example, clause 19.2.1 on asset management). This will prevent the unintended expansion of unrelated rights and obligations across the EDCoP.

Ability to vary obligations by agreement

Under clause 1.4 of the PLC, distributors and public lighting customers may vary their rights and obligations by written agreement. In the EDCoP, this flexibility is narrower as it applies only where the customer meets

the definition of a 'large customer' (≥ 500 kVA demand or ≥ 160 MWh annual consumption) and where the variation does not reduce rights, or increase obligations, without providing equal value benefits. We recommend the Commission considers retention of a mechanism that allows negotiated variations with all public lighting customers, not only 'large customers' to maintain flexibility and support efficient management of service arrangements.

Billing and service Information clarity

The proposed new clause 25.3.4(k) of the EDCoP requires distributors to provide billing information that enables public lighting customers to verify the amounts charged. We suggest the Commission clarify how this obligation is intended to operate in situations where customers are billed indirectly through retailers. Clear and targeted drafting will help avoid confusion and ensure that the information provided remains meaningful and proportionate to customer needs.

Application and practicality of proposed clauses

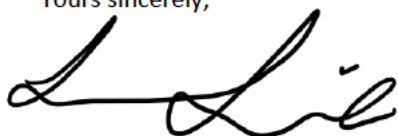
We suggest the Commission clarify that the proposed obligations apply only to public lighting assets owned by the distributor. This will avoid inadvertently extending responsibilities to third party or contestable installations outside the distributor's control. In relation to reporting and data provision under proposed clause 25.3.4, the requirement to agree data formats with each public lighting customer could create unnecessary administrative burden. We suggest allowing the use of standard formats such as CSV or DXF by default with alternatives available by agreement.

We recommend retaining the reference to the wholesale electricity market in clause 25.3.4(j). This is so customers who wish to source electricity directly from the wholesale market can do so. Finally, the opening wording of clause 25.3.4 should be tightened to make clear it applies to distributor owned public lighting assets, and some requirements such as the reporting of charges in paragraph (l) would be clearer and easier to implement if expressed as separate standalone clauses.

Our detailed responses to each consultation question are provided in **Attachment A – Response to ESC Questions**.

Should you wish to discuss our submission further, please contact [REDACTED], Compliance Analyst on [REDACTED] or at [REDACTED].

Yours sincerely,



[REDACTED]
Head of Regulatory Policy and Compliance
CitiPower, Powercor and United Energy

Attachment A – Response to ESC questions

CONSULTATION QUESTIONS

Public Lighting Code

Q1. Do you have any concerns regarding the proposed revocation of the Public Lighting Code of Practice? Please elaborate.

We acknowledge many clauses in the PLC are duplicated in the EDCoP and therefore, support streamlining obligations. However, there are several important caveats.

First, the EDCoP is written from the perspective of distribution assets. It does not fully address the unique aspects of public lighting. It is essential to retain clear definitions and applications of clause 3.2 (Standard Fittings) and clause 3.3 (Non-Standard Fittings). Their removal would likely create significant confusion amongst public lighting customers, the Department of Transport and Planning (**DTP**), and distributors.

Many local government authorities (**LGAs**) currently link to the PLC on their websites as a resource for the community. Revoking the PLC without an accessible equivalent would make it more difficult for the public to understand the obligations and relationships between LGAs, DTP, and distributors.

From a metering perspective, the PLC does not directly mention type 7 metering, but clauses 5.3 (Billing Information) and 5.4 (Energy Procurement Information) remain relevant. These obligations, now transferred to EDCoP clauses 25.3.4(k) and 25.3.4(j), are important because they ensure that billing clearly shows the number and type of public lights being operated and maintained. This information underpins both operations, maintenance and replacement (**OM&R**) billing and type 7 network tariff billing.

It is important that the EDCoP wording remains clear so there is no confusion about how these obligations apply. This is particularly important as the Victorian obligation instruments (OICs) progress toward enabling public lighting customers to nominate their preferred metering coordinator (**MC**), which may include the distributor.

The Australian Energy Market Operator (**AEMO**)'s draft type 9 procedures do not currently address 'cost-shared' public lighting, which distributors must manage under the *Victorian Roads Management Act*. This makes it even more important for distributors to act as the metering coordinators for type 9 public lighting so this obligation can be met consistently.

We recommend updating related definitions to improve clarity and relevance. This includes adding a definition of 'minor road' in the EDCoP and updating the definition of 'public lighting customer' to replace the reference to VicRoads with the DTP and consider removing the outdated reference to the Docklands Authority.

Q2. Are there any other obligations in the Public Lighting Code we should consider retaining and transferring (other than those already proposed to be)? Please elaborate.

We recommend retaining clause 6 (Billing) of the PLC and transferring it into the EDCoP.

Clause 6 provides a consistent default billing arrangement where no retailer is involved and acts as a clear reference point for resolving disputes. While these scenarios are now relatively uncommon, keeping this clause ensures there remains a reliable framework should such situations arise.

We do not negotiate separate service contracts with each of the 57 LGAs or with the DTP. Removing clause 6 would create a significant administrative burden to establish and maintain individual agreements with each party. Retaining this clause avoids that complexity and ensures a consistent, equitable approach for all public lighting customers.

We also note that clause 2.5 (repair timeframes) is proposed to be transferred to the EDCoP. The current requirement to repair a public light within 2 business days can place unnecessary pressure on operational resources. This review presents an opportunity to adopt a more practical standard, consistent with other jurisdictions such as New South Wales, which allow up to 10 days for repairs.

Q3. Would public lighting customers prefer only negotiating specific service standards with distributors, rather than having minimum obligations for distributors (by transferring service standards to the Electricity Distribution Code of Practice)? Please elaborate.

We have not seen any evidence that LGAs or the DTP have asked for specific, individually negotiated service standards.

Service standards for type 7 metering and type 9 centralised management system (CMS) metering are already set under Chapter 7 of the Rules and the relevant AEMO procedures. Additional negotiation is unnecessary.

We therefore support retaining minimum obligations in the EDCoP rather than moving to customer-by-customer negotiation, as this ensures consistent expectations and avoids multiple separate agreements with different customers.

Q4. Do you have any concerns regarding the transferred obligations to the Electricity Distribution Code of Practice starting from 1 January 2026? Please elaborate.

We have 2 considerations regarding the proposed 1 January 2026 transfer date:

Regulatory year alignment

Changing obligations mid-financial year will require splitting reporting periods, which could create additional complexity for compliance and reporting. Aligning the transfer with the start of the regulatory year on 1 July 2026 would provide a cleaner transition and simplify annual reporting.

Metering readiness

There is no impact on type 7 metering from the proposed transfer.

For type 9 CMS metering, it is critical that the Victorian obligation instruments are finalised by late 2025 to confirm the process for customers to nominate their MC. This would allow distributors, if nominated, sufficient time to register with AEMO and prepare for the May 2026 type 9 go-live date.