



**Department
of Industry**
Resources & Energy

NSW Public Lighting Code

**1 January 2006
V2**

Foreword

Public lighting is an important contributor to a safe, secure and attractive visual environment for pedestrian and vehicular traffic during times of inadequate natural light.

A large majority of NSW Public Lighting Assets are owned and maintained by licensed electricity distributors. Local councils are the primary customers of public lighting services provided by distributors.

The NSW Public Lighting Code is designed to help clarify the relationship between Public Lighting Service Providers and Public Lighting Customers. In particular, it sets out:

- minimum maintenance standards and associated service level guarantees;
- minimum requirements for inventories, management plans, performance reporting and billing;
- a requirement that Service Providers consult with Customers in deciding which core lighting types they are going to offer; and
- a mechanism allowing for connection of lighting types outside the core choices offered by Service Providers.

Lighting design decisions are beyond the scope of the Code. However, the following list highlights a range of issues that may be considered when making decisions about public lighting:

- improving public safety and amenity;
- compliance with relevant Australian standards;
- minimising total life cycle costs;
- reducing light pollution, including obtrusive light onto residents' properties, spill light to the night sky and glare;
- improving energy efficiency and reducing greenhouse gas emissions; and
- managing technical risk.

Many Customers have been able to take advantage of economies of scale in accessing appropriate expertise, negotiating with Service Providers and making decisions on Public Lighting design issues by forming joint committees with other Customers (for example, groups of local councils in a region).

The Department of Industry, Resources and Energy acknowledges the contribution made by the Street Lighting Working Group to the drafting of this Code. The Street Lighting Working Group was formed in February 2004 to provide advice to the NSW Government on a range of issues relating to street lighting in NSW, and to contribute to the development of a Public Lighting Code for NSW. The Working Group's membership has included

representatives and/or received assistance from the following organisations and groups:

Local Government and Shires Association of NSW, Southern Sydney Regional Organisation of Councils, Street Lighting Improvement Program, Burwood, Lake Macquarie, Leichhardt and Marrickville City Councils, EnergyAustralia, Integral Energy, Country Energy (including the former Australian Inland), NSW Treasury and Independent Pricing and Regulatory Tribunal.

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1 Purpose

1.1 The purpose of the NSW Public Lighting Code (to be referred to as the 'Code') is to provide guidance on the provision of Public Lighting Services by setting out minimum performance standards and outlining the rights and obligations of Public Lighting Service Providers (to be referred to as 'Service Providers') and Public Lighting Customers (to be referred to as 'Customers').

1.2 The Code represents the outcome of consultation between Service Providers and Customer representatives.

2 Coverage of Code

2.1 This Code applies to each NSW Service Provider.

2.2 A Service Level Agreement may include a clause requiring a Customer to agree to be bound by this Code.

3 Availability

3.1 Service Providers must provide a current copy of the Code to each Customer:

a) to whom the Service Provider provides Public Lighting Services;
or

b) who has requested the Service Provider to provide Public Lighting Services.

3.2 The Department of Industry, Division of Resources and Energy will publish the Code, including any amendments, on its website at www.resourcesandenergy.nsw.gov.au. Interested parties may also obtain copies of the Code by contacting the office of the Group Director Operations and Programs, located at:

Level 11, 323 Castlereagh Street
SYDNEY NSW 2000
PO Box K348
HAYMARKET NSW 1240

Ph: (02) 9995 0300
Fax (02) 9995 0888

4 Amendment

4.1 The Secretary of the Department of Industry may amend this Code on his or her own initiative or in response to a proposal by a Service Provider, a Customer or other interested persons.

4.2 Unless the Secretary is satisfied on reasonable grounds that an amendment is a Non-Material Amendment, the Secretary will not amend the Code unless and until:

- a) all Service Providers, all Customers and other interested persons have been given a reasonable opportunity to make representations concerning the amendment; and
- b) all such representations have been considered.

4.3 The date on which the amendment comes into force must not be earlier than the date on which the amendment is made without prior agreement from Service Providers and Customers. This does not apply to Non-Material Amendments.

4.4 Where an amendment to the Code may have an impact on pricing, the amendment must not come into force for a period of less than two months after the date on which the amendment is made.

Changes to the Code will be published on the Division Resources and Energy website as they become available.

5 Service Level Agreements

5.1 Where a Service Level Agreement is proposed by either party, it must be negotiated in good faith between the Service Provider and the Customer and should cover arrangements for the provision of Public Lighting Services.

5.2 In accordance with 2.2 above, a Service Level Agreement may include a clause requiring a Customer to agree to be bound by the terms of this Code.

5.3 In accordance with 17.2 below, a Service Level Agreement may expressly vary the application of this Code in accordance with that agreement, including by altering the minimum standards of service specified in the Code.

6 Nominated Representatives

6.1 Each Service Provider must nominate a designated Public Lighting Customer Liaison Representative. Each Customer must nominate a designated Public Lighting Customer Representative.

6.2 These representatives will act as the primary point of contact between each Service Provider and Customer for all matters under this Code. Each party must notify the other in writing if it changes its representative.

7 Management Plan

7.1 A Public Lighting Service Provider must, in consultation with each of its Customers, develop and implement a Management Plan for the operation, maintenance, refurbishment, replacement, repair and disposal of Public Lighting Assets relevant to that Customer, being those that the Service Provider:

- a) owns and maintains to allow the Customer to discharge its obligations to provide lighting services in an area; or
- b) has agreed to maintain and manage on the Customer's behalf.

7.2 The Management Plan must be sufficient to ensure that the requirements of the Code and any additional performance requirements under a Service Level Agreement with a Customer are met.

7.3 As part of a Management Plan, a maintenance program must cover the following areas:

- a) outage detection and service availability requirements;
- b) lamp replacement and disposal;
- c) Luminaire cleaning and inspection;
- d) tree management strategies, including informing Customers of their responsibilities;
- e) inspection, test, repair, and replacement of equipment;
- f) condition monitoring;
- g) maintenance recording and performance review; and
- h) modifications of maintenance program as required.

8 Public Lighting Inventory

8.1 A Service Provider must maintain an accurate Public Lighting inventory to record (for each Luminaire that it owns and maintains or has agreed to maintain and manage on a Customer's behalf) the location, type, rated power, date installed (where the Luminaire was installed after the commencement of the Code) and infrastructure required to support the Luminaire and any other

information that is required to identify charges and ownership status.

8.2 The Service Provider must investigate and report back to the Customer within 30 days of receipt of a written notice from the Customer of a query in relation to a Service Provider's Public Lighting inventory, insofar as it is relevant to that Customer.

9 Reporting

9.1 A Service Provider must provide to each of its Customers:

- a) an annual performance report of progress against the Management Plan for that Customer, including analysis of performance against performance targets and the Guaranteed Service Level to be provided no later than one month after the end of the financial year; and
- b) any other reports and documents relevant to that Customer, including a current version of the Public Lighting inventory and Management Plan, which the Service Provider's Customer may reasonably require.

9.2 A Service Provider must also provide reports relating to compliance with this Code to the Secretary if and when required. This requirement must be specified in writing by the Secretary.

9.3 Where the Secretary determines the format of a report required by this condition the Service Provider must submit the report in that format.

9.4 The Secretary may from time to time establish guidelines to be followed by the Service Provider in complying with reports required by this condition and the licence holder must comply with any such guidelines.

10 Minor Capital Works

10.1 Where the Customer requests infill lighting or other minor additions or alterations to existing Public Lighting Assets (for an explanation of what constitutes 'minor' see the definition of Minor Capital Works in Clause 19 - Definitions), the Service Provider must install, operate and maintain on fair and reasonable terms any new Public Lighting Assets or alterations to existing Public Lighting Assets where:

- a) the lighting is to be mounted on the Service Provider's existing electricity distribution poles;
- b) the distribution poles are supplied with overhead wiring; and
- c) Standard Luminaires are specified and are to be installed in accordance with relevant network standards.

10.2 Where Minor Capital Works are not contestable, the Service Provider must:

- a) provide design services in a timely fashion being not more than 30 days from the date of a written request by a Customer;
- b) provide construction services in a timely fashion being not more than 120 days from the date of receipt of a written approval of a quote by a Customer;
- c) provide notice to Customers of completion of works within 30 days of completion of works; and
- d) update the Public Lighting inventory within 90 days of completion of works.

10.3 Where the Service Provider cannot meet these timeframes, the Service Provider must notify the Customer of the expected delay and give reasons as to why delays are expected in relation to a particular work.

11 Minimum Service Standards

11.1 A Service Provider must ensure that it operates a Public Lighting scheme safely, efficiently and effectively over the scheme's economic life in accordance with 'in-service' values specified for 'Category V' and 'Category P' lighting (see Public Lighting definition in Clause 19 - Definitions) in the AS/NZS1158 series of standards pertaining to the lighting of roads and public spaces.

11.2 The Service Provider and the Customer must negotiate in good faith to agree upon a list of performance indicators against which the Service Provider will provide and measure the provision of the Public Lighting maintenance service for that Customer. As a minimum (but subject to any agreement to the contrary in accordance with 17.2 below), the Public Lighting Service Provider must:

- a) operate a 24 hour call centre to receive public and Customer Fault Reports;
- b) repair Public Lighting Assets (excluding network supply faults) within eight working days on average per Customer per year from receipt of a Fault Report. However, in priority cases, such as high crime areas, or areas with high night-time activity, supplementary floodlights at pedestrian crossings or groups of three or more lights on 'Category V' roads (as defined in the AS/NZS1158 series of standards), Service Providers must endeavour to complete repairs more quickly;
- c) in the case of network supply faults affecting three or more lights in close proximity on 'Category V' roads, the Service Provider must

maintain communication with the Customer and Road Authority (where these are not one and the same) on the timeframe for repairs; and

- d) undertake cyclic maintenance of Public Lighting Assets to ensure the efficient and safe operation of the system. A lamp replacement program (or a similar process aimed at achieving the same or an improved result) must be established to achieve agreed maintenance standards and to maintain the designed lighting technical parameters of the Luminaire.

11.3 It is recognised that longer response times may be unavoidable in the following circumstances:

- a) severe weather conditions, large scale power outages and high risk situations where public safety and the restoration of power to consumers receive priority; and
- b) where repairs are required in remote locations as agreed with the Customer.

12 Guaranteed Service Level

12.1 In instances where a Public Lighting Asset is not repaired within twelve working days from receipt of a Fault Report (except where subject to the circumstances outlined in 11.3 above), the Service Provider responsible for maintaining the Public Lighting Asset must pay the first person who made the Fault Report \$15 per Public Light if that person is:

- a) the owner or occupier of a premises that abuts the part of the street that, but for the fault, would ordinarily be illuminated by the Public Lighting Asset; or
- b) a Customer of the Service Provider for the relevant Public Lighting Asset.

12.2 Where the Customer provides the Fault Reports in the form of a material list of faults, the Service Provider may nominate a reasonable timeframe, being not more than 30 days from receipt of the list of faults, to repair the Public Lighting Assets (excluding network supply faults). If this timeframe is not achieved, the Service Provider must pay the Customer \$15 for each Public Light not repaired within the required timeframe.

12.3 In the case of any of the circumstances described in 11.3 above, the Service Provider may nominate a timeframe longer than seven working days to make the repairs to the Public Lighting Assets. This revised timeframe should not be longer than 30 days from the receipt of a Fault Report. If this revised timeframe is not achieved, the Service Provider must pay the first person who made the Fault Report as provided in 12.1 above.

13 Billing

13.1 Bills provided by a Service Provider must identify separately in summary form the charge for each type of Public Lighting Service provided and must contain at least the following information:

- a) details of the number and type of lights; and
- b) any other information reasonably necessary for the Customer to verify the accuracy of an amount charged on the bill.

13.2 The Customer must pay the Service Provider by the due date shown on the tax invoice, which must not be less than 30 days from the date the tax invoice is sent.

13.3 The Service Provider must provide bills to the Customer on a timely and regular basis.

14 Standard Luminaires

14.1 Each Service Provider must develop and maintain a list of Standard Luminaires which will be the default for all new and replacement installations.

14.2 Service Providers must make their current Standard Luminaire list available to each Customer:

- a) to whom the Service Provider provides Public Lighting Services; or
- b) who has requested the Service Provider to provide Public Lighting Services.

14.3 Service Providers must consult with Customers on any changes to the Standard Luminaire list.

14.4 Customers may request that Service Providers add specific technologies to the Standard Luminaire list. Service Providers must give reasonable consideration to such requests. Factors to be considered by Service Providers and Customers may include the cost and performance of the requested Luminaires, energy efficiency considerations and the extent of Customer interest expressed.

14.5 Luminaires on a Standard Luminaire list must conform to the relevant Australian standards (currently the AS/NZS1158 series of standards on the lighting of roads and public spaces).

15 Non-Standard Luminaires

15.1 Each Service Provider must continue to support, on fair and reasonable terms, all existing Public Lighting Assets (except those owned and maintained by Customers) that are not on its Standard Luminaire list, where the Service Provider owns those assets or has previously maintained an asset for a Customer, until the end of the useful economic life of those assets or until the Customer has agreed to the removal of the asset.

15.2 Customers may request the use of Luminaires that are not on a Standard Luminaire list. However, a Service Provider is under no obligation to install or maintain such Luminaires.

15.3 Where a Customer wishes to own and maintain a new lighting installation and the Service Provider does not wish to own and maintain this lighting installation, this lighting installation must be connected in accordance with the NSW Service and Installation Rules and the relevant Australian standard (currently the *AS/NZS 3000:2000 – Electrical Installations, known as the Australian/New Zealand Wiring Rules*).

16 Implementation

16.1 Service Providers must implement the requirements of this Code within the following timeframe from the date of the commencement of the Code (being 1 January 2006):

- a) develop and implement Management Plans – within six months;
- b) develop/update and implement performance reports – within 12 months;
- c) develop and implement a system for paying penalties to the Customer in accordance with 12.1 b) above – within 12 months;
- d) update the Public Lighting Inventory to a reasonable standard – within 48 months; and
- e) report on steps towards implementation of the Code including implementation of a Management Plan – within six months.

17 Variation

17.1 This Code establishes a framework for the management of Public Lighting Assets that the Service Provider owns and maintains or has agreed to maintain. However, it is acknowledged that local circumstances may sometimes necessitate alternative arrangements.

17.2 Either a Service Provider or a Customer may seek written agreement from the other to expressly vary the application of this Code to particular circumstances that affect both parties. If such agreement is sought, both the Service Provider and the Customer must negotiate in good faith. Any variation

to the operation of this Code, including any alterations to the minimum standards, must be specified in the Service Level Agreement or (if there is no Service Level Agreement) otherwise documented in writing.

17.3 If a Service Provider and a Customer have agreed (in accordance with 17.2) to alter the application of this Code in specified circumstances by reducing the minimum standard of service under the Code, the Service Provider is only obliged to comply with the agreed reduced standard of service in those circumstances specified.

18 Dispute Resolution

18.1 The Service Provider must handle a Complaint by a Customer in accordance with the relevant Australian Standard on Complaints Handling (currently AS-4269 *Complaints Handling*).

18.2 Where the Service Provider does not resolve the Complaint to the Customer's satisfaction, the Customer may refer the matter to mediation by an independent third party such as the Australian Commercial Disputes Centre (ACDC) or another individual or organisation agreed to by both parties. Mediation must be attempted before a Customer has recourse to arbitration or litigation.

19 Definitions

Complaint – a written expression of dissatisfaction about an action, a proposed action, or a failure to act by the Public Lighting Service Provider, its employees or contractors. This includes failure by the Public Lighting Service Provider to observe its published practices or procedures.

Customer – a Public Lighting Customer.

Distribution Network Service Provider – has the meaning given to that term in the *Electricity Supply Act 1995*.

Fault – a Luminaire that is not producing light or whose light output is either materially lower than normal operation or is ineffective.

Fault Report – an instance of the Public Lighting Service Provider receiving a report of a Fault via its call centre or website.

Luminaire – an apparatus that distributes, filters or transforms the light transmitted from one or more lamps and 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.

Management Plan – the management plan referred to in clause 7.

Non-Material Amendment – an amendment to the Code that the Secretary considers will have little or no financial or operational impact on Service Providers or Customers and includes:

- a) correction of grammatical errors, omissions, numbering or other similar matters contained within the Code; or
- b) the changing of processes and procedures where this will have little or no financial or operational impact on Service Providers or Customers.

Non-Standard Luminaire – a Public Lighting fitting other than those appearing on a Public Lighting Service Provider's Standard Luminaire list.

Minor Capital Works – installations of up to seven Luminaires.

Public Lighting – the term Public Lighting is used throughout this Code to cover lighting schemes for the generality of roads and outdoor public areas (eg parks, reserves, pedestrian zones, footpaths, cycle paths, car parks and other public areas) that are managed by or on behalf of a Customer.

As the primary aim of a Public Lighting scheme is that of safe movement of

people, the AS/NZS1158 *Lighting for Roads and Public Spaces* series of standards divide road lighting into the following broad categories:

- i) 'Category V' lighting means lighting that is applicable to roads on which the visual requirements of motorists are dominant, for example, traffic routes.
- ii) 'Category P' lighting means lighting that is applicable to roads on which the visual requirements of pedestrians are dominant, for example, local roads and outdoor public areas.

Public Lighting Assets – all assets of the Public Lighting Service Provider or the Public Lighting Customer that are dedicated to the provision of Public Lighting, including lamps, Luminaires, mounting brackets and supports on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry) but not including the Public Lighting Service Provider's protection equipment (for example, fuses and circuit breakers).

Public Lighting Customer – a Council (as defined by the *Local Government Act 1993*), or Local, State or Federal Government agency that has authority over areas with Public Lighting.

Public Lighting Customer Liaison Representative – the primary representative of the Public Lighting Service Provider in any dealings with the Public Lighting Customer.

Public Lighting Customer Representative – the primary representative of the Public Lighting Customer in any dealings with the Public Lighting Service Provider.

Public Lighting Service Provider – a Distribution Network Service Provider providing Public Lighting Services.

Public Lighting Services – any of the following services that may be provided for the purpose of Public Lighting:

- a) operation of Public Lighting Assets, including handling enquiries and complaints about Public Lighting, and dispatching crews to repair Public Lighting Assets;
- b) maintenance, repair, alteration, relocation and replacement of Public Lighting Assets;
- c) design of new Public Lighting Assets;
- d) installation of new Public Lighting Assets; and
- e) financing of Public Lighting Assets.

Service Level Agreement - an agreement between a Service Provider and a Customer setting out arrangements for the provision of a Public Lighting

Service.

Standard Luminaire - a Luminaire appearing on a Public Lighting Service Provider's Standard Luminaire list.