



**ELECTRICITY DISTRIBUTION LICENCE**

**POWERCOR AUSTRALIA LIMITED  
ABN 89 064 651 109**

**As varied on  
31 August 2005**

ESC File Ref: ED\_03/1994 [PWCR]  
ESC Licence Code: ED\_03/1994 [PWCR]

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# ELECTRICITY DISTRIBUTION LICENCE

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# ELECTRICITY DISTRIBUTION LICENCE

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this licence, words and phrases appearing *like this* have the meaning given to them in part 1 of schedule 1.
- 1.2 This licence must be interpreted in accordance with the rules set out in part 2 of schedule 1.

## 2. GRANT OF LICENCE

- 2.1 Subject to the conditions set out in this licence, the *Licensee* is authorised to distribute or supply electricity.
- 2.2 Under this licence, the *Licensee* may only distribute or supply electricity to *supply points* located in the *Licensee's distribution area*.

## 3. TERM

- 3.1 This licence first had effect on 3 October 1994 and has been varied on the dates set out in schedule 3.
- 3.2 The *Commission* may revoke this licence in accordance with clauses 3.3 or 3.4.
- 3.3 The *Commission* may at any time agree with the *Licensee* that this licence should be revoked, in which case the term of this licence ends on the day agreed.
- 3.4 The *Commission* may at any time give notice of revocation in accordance with clause 3.5 to the *Licensee* if:
- (a) the *Licensee* does not comply with an *enforcement order* or an *undertaking*; and
  - (b) the *Commission* is satisfied that revocation of this licence is necessary having regard to the *objectives*,
- in which case, subject to clause 3.6, the term of this licence ends on the expiration of the period of the notice.
- 3.5 The *Commission* must give at least 20 *business days* notice of revocation to the *Licensee* under clause 3.4.
- 3.6 The term of this licence does not end at the expiration of the period of a notice of revocation given under clause 3.4 if, before the expiration, the *Licensee* complies with the *enforcement order* or the *undertaking* (as the case may be).

#### 4. USE OF SYSTEM AGREEMENTS

##### 4.1 The *Licensee*:

- (a) must within 40 *business days* of a date nominated by the *Commission* in a *communication* given to the *Licensee*; and
- (b) may at any other time,

prepare and submit to the *Commission* a proposed *default use of system agreement* for approval by the *Commission*.

##### 4.2 If the *Commission* has received a proposed *default use of system agreement* from the *Licensee* under clause 4.1, the *Commission* may:

- (a) approve it as submitted;
- (b) if there is not an existing *default use of system agreement*, approve it with amendments following consultation by the *Commission* on its proposed amendments; or
- (c) not approve it.

##### 4.3 If:

- (a) the *Commission* has received a proposed *default use of system agreement* from the *Licensee* under clause 4.1; and
- (b) at the end of 60 *business days* after the day on which the proposed *default use of system agreement* was received by the *Commission* (or such longer period after that day not exceeding 30 days as notified by the *Commission* to the *Licensee*), the *Commission* has not:
  - (1) approved (with or without amendment) the proposed *default use of system agreement*; or
  - (2) advised the *Licensee* that the proposed *default use of system agreement* will not be approved,

the *Commission* will be deemed to have approved the proposed *default use of system agreement*.

- 4.4 Where a *retailer* or other person who has made an application for a *retail licence* requests the *Licensee* to offer a *use of system agreement* (for a period when no *use of system agreement* otherwise would be in force), the *Licensee* must offer to enter into a *written use of system agreement* in the form of the approved *default use of system agreement* with the *retailer* or other person within three *business days* of the request unless a *use of system agreement* between the *Licensee* and the person making the request has been terminated due to a material breach and the circumstances giving rise to that breach remain unchanged such that if that former agreement was still in force there would be an unremedied breach.
- 4.5 The *Licensee* and a *retailer* or other person who has made an application for a *retail licence* may negotiate a *use of system agreement* with terms and conditions different from those included in the *Licensee's default use of system agreement*. Each such *use of system agreement* must be in *writing*.
- 4.6 A *default use of system agreement* must contain terms and conditions which are fair and reasonable and do not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*.
- 4.7 The *Licensee* must amend its *default use of system agreement* in accordance with any direction to do so given by the *Commission* if:
- (a) the *Commission* is of the opinion that, without the amendment, the terms and conditions:
    - (1) are not fair and reasonable; or
    - (2) unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*; and
  - (b) the *Commission* has given the *Licensee* an opportunity to make representations on the matter and to amend the *default use of system agreement* without such a direction.
- 4.8 Upon approval of a new *default use of system agreement* (under clause 4.2 or 4.3) or any required amendment to a *default use of system agreement* (under clause 4.7), the *Licensee* must:
- (a) make an offer within 3 *business days* to each *retailer* with whom it has a *use of system agreement* to enter into a replacement *use of system agreement* in the form of the new *default use of system agreement*; and
  - (b) if such offer is accepted, terminate the existing *use of system agreement*.
- The offer must remain open for acceptance by a *retailer* for at least 40 *business days*.
- 4.9 The *Licensee* must notify the *Commission* as soon as practicable if:
- (a) it gives any notice to a *retailer* in connection with the proposed termination of a *use of system agreement*; or

- (b) it terminates a *use of system agreement* without a replacement *use of system agreement* immediately coming into force.

4.10 The *Licensee* must not terminate a *use of system agreement* if the *Commission* so directs the *Licensee* specifying the duration and circumstances of the prohibition on termination.

## 5. DEEMED DISTRIBUTION CONTRACTS

5.1 The *Licensee*:

- (a) must by a date nominated by the *Commission* in a *communication* given to the *Licensee*, which is not less than 20 *business days* after the *communication* is given to the *Licensee*; and
- (b) may at any other time,

prepare and submit to the *Commission* proposed terms and conditions of a *deemed distribution contract* for approval by the *Commission*.

5.2 The *Licensee's* proposed terms and conditions submitted under clause 5.1 must adopt, restate or expressly deal with the subject matter of each provision of the *Electricity Distribution Code* as in force from time to time, other than clauses 1.1, 1.2, 1.3 and 1.7 of the *Electricity Distribution Code* and provisions dealing with embedded generation.

5.3 As soon as practicable after approval of proposed terms and conditions of a *deemed distribution contract* by the *Commission*, the *Licensee* must give notice of those terms and conditions and publish them in the Government Gazette in accordance with the *Act*.

## 6. OBLIGATION TO OFFER CONNECTION SERVICES AND SUPPLY TO A CUSTOMER

6.1 If a *retailer* or a *customer* requests the *Licensee* to offer:

- (a) to provide *connection services* so as to allow the supply of electricity from the *Licensee's distribution system* to an *electrical installation* of the *customer*; and
- (b) to supply electricity from the *Licensee's distribution system* to that *electrical installation*,

the *Licensee* must make such an offer within 20 *business days* in accordance with clause 11 and subject to the *Electricity Distribution Code* and, if the request is made by a *retailer*, the offer must be consistent with the *retailer's use of system agreement* with the *Licensee*.

## 7. OBLIGATION TO OFFER CONNECTION SERVICES TO EMBEDDED GENERATORS

- 7.1 If an *embedded generator* (or a person who has made application or intends to make application for a *generation licence* or for an exemption granted under the *Act*) requests the *Licensee* to offer to provide *connection services* so as to allow the supply of electricity from an *embedded generating unit* of the *embedded generator* which is in the *distribution area* to the *Licensee's distribution system*, the *Licensee* must make such an offer within 65 *business days* in accordance with clause 11.
- 7.2 An offer by the *Licensee* under clause 7.1 must require the *embedded generator* (or other) to comply with the provisions of the *Electricity Distribution Code* which are expressed to impose obligations on *embedded generators* unless otherwise agreed by the *Licensee* and the *generator* (both of whom in that respect must act reasonably).

## 8. OBLIGATION TO OFFER UNDERGROUNDING AND SIMILAR SERVICES

If a person requests the *Licensee* to participate in the development of a proposal to underground or otherwise relocate or modify any of the *Licensee's distribution fixed assets*, in order to:

- (a) avoid or minimise any threat or possible threat to the health or safety of any person or any property or the environment or an element of the environment; or
- (b) improve the amenity or appearance of the environment,

the *Licensee* must so participate and make an offer for such undergrounding or other relocation or modification within 20 *business days* in accordance with clause 11.

## 9. OBLIGATION TO OFFER TO PROVIDE CERTAIN SERVICES TO OTHER DISTRIBUTORS

- 9.1 If a *distributor* (or a person who has made application or intends to make application for a *distribution licence*) requests the *Licensee* to offer:
- (a) to provide services to facilitate the *distribution* of electricity by the *distributor* such as:
    - (1) power transfer capability services;
    - (2) reactive capacity at relevant points of *connection*;
    - (3) control protection and monitoring services;
    - (4) metering services; or

- (b) to allow the *distributor* to:
- (1) use the poles, trenches, conduits, communication lines and cables which the *Licensee* has a right to use other than by the operation of a provision in the *distribution licence* of another *distributor* which is identical or similar to this clause 9.1(b); or
  - (2) install or keep installed (as the case may be), use, maintain, modify and operate remote operations equipment,

and includes in the request all information the *Licensee* reasonably requires in order to make such an offer, the *Licensee* must make such an offer within 20 *business days* in accordance with clause 11.

- 9.2 The *Licensee* must ensure that it has sufficient rights in respect of all poles, trenches, conduits, communication lines and cables in the *distribution area* (other than those owned or controlled by another *distributor* licensed to distribute or supply electricity in the *Licensee's distribution area*) to enter into an effective contract for their use by another *distributor* under clause 9.1(b)(1).

## 10. OBLIGATION TO OFFER PUBLIC LIGHTING SERVICES

- 10.1 If a *public lighting customer* requests the *Licensee* to provide *public lighting services*, the *Licensee* must make an offer to do so within 20 *business days* in accordance with clause 11.

- 10.2 If a *public lighting customer* accepts an offer made by the *Licensee* in accordance with clause 10.1, the *Licensee* must comply with the resulting contract.

- 10.3 If a *public lighting customer*:

- (a) does not request or has not received an offer in accordance with clause 10.1; or
- (b) has not accepted an offer made by the *Licensee* in accordance with clause 10.1,

the *Licensee* must provide *public lighting services* (other than the installation of new *public lighting assets*) at a price and on terms and conditions which comply with:

- (c) the *Price Determination*;
- (d) any applicable *approved statement*; and
- (e) the *Public Lighting Code*.

- 10.4 From a date notified to the *Licensee* by the *Commission in writing*, the *Licensee* must allow a *public lighting customer* to purchase from a *retailer* or the *wholesale electricity market* the electricity supplied to *public lighting assets*.

## 11. REQUIREMENTS FOR OFFERS

- 11.1 A *Licensee's* obligation to make an offer within a number of *business days* under clause 6, 7, 8, 9 or 10 begins on the date when the *Licensee* receives the request or the date when the *Licensee* receives all information which the *Licensee* reasonably requires to make the offer, whichever is the later.
- 11.2 Any question as to the reasonableness of a requirement by the *Licensee* for information as contemplated by clause 11.1 is to be decided by the *Commission* on the basis of the *Commission's* opinion of the reasonableness of the requirement.
- 11.3 An offer made by a *Licensee* under clause 6, 7, 8, 9 or 10 must include a price and other terms and conditions which are fair and reasonable and consistent with:
- (a) the *Price Determination* or any other applicable price determination made by the *Commission*;
  - (b) any applicable *approved statement*; and
  - (c) in the case of clause 10, the *Public Lighting Code*.
- 11.4 Any question as to the fairness and reasonableness of a term or condition is to be decided by the *Commission* on the basis of the *Commission's* opinion of the fairness and reasonableness of the term or condition.
- 11.5 Any question as to the relevance or applicability of a *guideline*, the *Price Determination* or *approved statement* is to be decided by the *Commission* on the basis of the *Commission's* opinion of the relevance or applicability of the *guideline*, the *Price Determination* or *approved statement*.
- 11.6 If requested, the *Licensee* must not refuse to make an offer contemplated by clause 6, 7, 8, 9 or 10 unless:
- (a) the *Licensee* has already made an offer in response to an earlier request and the offer has not been accepted; or
  - (b) the *Licensee* is permitted or required to do so by any of the regulatory instruments with which the *Licensee* must comply under clause 22, or any applicable law.
- 11.7 If the *Licensee* proposes to *augment its distribution system* in connection with an offer to provide services under clause 6, 7, 8, 9 or 10 then, if required by any relevant *guideline*, the *Licensee* must call for tenders in accordance with that *guideline*. The *Licensee* must also comply with other aspects of that *guideline*.

## 12. PROVISION OF OTHER EXCLUDED SERVICES

12.1 The charge for and terms and conditions on which, in the conduct of its *distribution business*, the *Licensee* provides any *excluded service* other than an *excluded service* contemplated by clauses 6, 7, 8, 9 or 10 must be fair and reasonable and consistent with:

- (a) the *Price Determination* or any other applicable price determination made by the *Commission*; and
- (b) any applicable *approved statement*.

12.2 Any question as to the fairness and reasonableness of such terms and conditions is to be decided by the *Commission* on the basis of the *Commission's* opinion of the fairness and reasonableness of the terms and conditions.

## 13. OTHER AUGMENTATION WORKS

Where:

- (a) the *Licensee* proposes to *augment* its *distribution system* otherwise than in connection with an offer to provide services under clause 6, 7, 8, 9 or 10; and
- (b) a *guideline* requires the *Licensee* to call for offers to perform the *augmentation* works, before the *Licensee* performs or procures the performance of any *augmentation* works,

the *Licensee* must call for offers to perform the *augmentation* works.

## 14. TRANSMISSION CONNECTION ASSET PLANNING AND AUGMENTATION

The *Licensee* is responsible for planning, and directing the *augmentation* of, *transmission connection assets* to assist it to fulfill its obligations under clause 6.

## 15. NATIONAL METERING IDENTIFIERS

15.1 The *Licensee* must issue a unique *NMI* for each *metering installation* in its *distribution area* (even in those cases where the *National Electricity Code* does not require it to do so) in a manner consistent with its obligations under the *National Electricity Code*.

15.2 The *Licensee* must issue a *NMI* under clause 15.1 prior to *connecting a customer's electrical installation* to the *distribution system*.

## 16. PROVISION OF INFORMATION TO THE RETAILER OF LAST RESORT

On request by a *retailer* which has been directed by the *Commission* to act as a *retailer of last resort*, the *Licensee* must disclose to the *retailer* such *customer* or other information as is necessary for the *retailer* to act as the *retailer of last resort* for a *customer*.

## 17. APPROVED STATEMENTS

### 17.1 The *Licensee*:

- (a) must by a date nominated by the *Commission* in a *communication* given to the *Licensee*, which is not less than 20 *business days* after the *communication* is given to the *Licensee*, and in accordance with that *communication*; and
- (b) may at any other time,

submit to the *Commission* for the *Commission's* approval a statement of the *Licensee's* proposed charge and terms and conditions for the provision of any *excluded service*.

### 17.2 The *Licensee* must publish or provide copies of any *approved statement*.

## 18. CONFIDENTIALITY

### 18.1 The *Licensee* must not:

- (a) use *customer* information acquired for one purpose for another purpose; or
- (b) disclose *customer* information to any person,

unless the *customer* has given consent in *writing* to the use or disclosure or the *Licensee* is authorised by or under this licence or by law.

## 19. STATEMENT OF CHARGES

On request from a *retailer*, the *Licensee* must provide to the *retailer* such information as the *retailer* reasonably requires to allow the *retailer* to include, in statements the *retailer* issues to any *customer* requiring payment in respect of electricity sold, the total of amounts charged by the *distributor* in respect of that *customer*.

## 20. COOPERATION WITH VENCORP

### 20.1 The *Licensee* must co-operate with *VENCorp* in the establishment of demand reduction procedures (including *customer* load shedding arrangements).

### 20.2 As soon as practicable after any request made by *VENCorp*, the *Licensee* must supply such information to *VENCorp* as *VENCorp* may reasonably require to perform its functions and exercise its powers under the *Act*.

### 20.3 Any question as to the reasonableness of a requirement by *VENCorp* for information as contemplated by clause 20.3 is to be decided by the *Commission* on the basis of the *Commission's* opinion of the reasonableness of the requirement.

## 21. NON-DISCRIMINATION IN CONDUCT OF BUSINESS

### 21.1 In conducting its *distribution business*, the *Licensee* must not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*.

- 21.2 Without limiting clause 22.1, the *Licensee* must not use *customer* information or information about the activities of a *retailer* obtained by it in conducting its *distribution business* to gain an advantage for a *retail business* conducted by it or by a *related body corporate* if that information is not available to other *retailers*.
- 21.3 Any question as to the meaning of unreasonable discrimination or advantage, or the application of those concepts, is to be decided by the *Commission* on the basis of the *Commission's* opinion of the matter.

## 22. COMPLIANCE WITH ORDERS, CODES AND GUIDELINES

22.1 As well as complying with this licence, the *Licensee* must comply with all applicable provisions of:

- (a) any *order*;
- (b) the following codes:
  - (1) the *Electricity Distribution Code*;
  - (2) the *Electricity System Code*;
  - (3) the *Public Lighting Code*;
  - (4) the *Electricity Customer Metering Code*; and
  - (5) the *Electricity Customer Transfer Code*;
- (c) the *Price Determination*; and
- (d) any *guideline*, if the *guideline* itself requires the *Licensee* to comply or the *Commission* has informed the *Licensee* that compliance is required by way of a *communication* given to the *Licensee* by the *Commission*.

22.2 The *Licensee* must monitor its compliance with this licence and any *order*, code or *guideline* it is required to comply with under clause 22.1.

22.3 If the *Licensee* becomes aware of a material breach by the *Licensee* of this licence or any *order*, code or *guideline* it is required to comply with under clause 22.1, the *Licensee* must notify the *Commission* of the material breach as soon as practicable.

## 23. STANDARDS AND PROCEDURES

23.1 At the request of the *Commission*, the *Licensee* must participate to the extent specified by the *Commission* in the development, issue and review of any *standards and procedures* specified by the *Commission*.

23.2 The *Licensee* must in accordance with any *guideline* published for this purpose, or as directed by the *Commission*, report to the *Commission* on its performance against applicable *standards and procedures*.

23.3 In addition to its powers under section 26 of the *Act*, if the *Commission* considers that:

- (a) the *Licensee* has failed to comply with clause 23.1; or
- (b) *standards or procedures* applicable to the *Licensee* have been shown to be insufficient to prevent abuses by the *Licensee* of any monopoly power it enjoys,

the *Commission* may issue *standards and procedures* applicable to the *Licensee* and with which the *Licensee* must comply.

## **24. REGULATORY AUDITS**

24.1 Upon request by the *Commission*, the *Licensee* must appoint an independent auditor to conduct audits of:

- (a) its compliance with obligations under this licence, including obligations to comply with codes and *guidelines*; and
- (b) the reliability and quality of information reported by the *Licensee* to the *Commission*, and the consistency of that information with the *Commission's* specifications.

24.2 The *Licensee* must comply, and must require the *Licensee's* auditor to comply, with relevant aspects of any *guideline* dealing with audits under this clause 24, including any minimum requirements relating to the appointment of the auditor, the terms and conditions of the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit.

## **25. DISPUTE RESOLUTION**

25.1 The *Licensee* must submit to the *Commission* for its approval, and if approved implement, a scheme for the fair, reasonable and effective investigation and resolution of disputes between it and:

- (a) a *customer* about the *Licensee's* services, billing and charging; and
- (b) aggrieved persons about the manner in which the *Licensee* conducts its business under this licence generally.

25.2 Unless it has been notified by the *Commission* that it need not comply with this clause 25.2, the *Licensee* must comply with clause 25.1 by submitting to the *Commission* for its approval an ombudsman scheme and implementing any such scheme that the *Commission* has approved.

25.3 An ombudsman scheme that is implemented by the *Licensee* to comply with clause 25.2 must contain and comply with terms and conditions that:

- (a) bind the *Licensee* to participate in the scheme and comply with its rules (as amended from time to time) from the date on which it is approved by the *Commission*;

- (b) provide the *Licensee's customers* and aggrieved persons with ready and equal access to the scheme;
- (c) subject to clause 25.3(d), present no cost barriers to *customers*;
- (d) do not permit fees to be charged to, or costs to be awarded against, residential and small business *customers*;
- (e) provide that the scheme be governed by a board consisting of an independent chairperson and equal numbers of *customer* representatives appointed by the *Commission* and representatives appointed by the members of the scheme;
- (f) in accordance with a process approved by the *Commission*, provide for those members of the scheme and *customer* representatives that are members of the board to appoint the chairperson after consultation with the *Commission*;
- (g) provide for the board to appoint the ombudsman;
- (h) require the board to inform the *Commission* of any proposed amendments of the scheme;
- (i) confer on the ombudsman the power to make rulings with which the *Licensee* is required to comply;
- (j) provide that, if the scheme prevents a ruling of the ombudsman from exceeding in value a maximum amount, that amount must be no less than \$20,000 in respect of a complaint from an individual *customer*;
- (k) confer on the ombudsman the power to impose sanctions on the *Licensee* for a breach of a ruling;
- (l) require the ombudsman to follow fair and efficient procedures, and make decisions that are fair and reasonable having regard to the law, the licences, industry codes, deemed contracts, and good industry practice;
- (m) enable the *Commission* to refer complaints in relation to the conduct of the participating *Licensee's* business conducted under this licence to the ombudsman;
- (n) require the *Licensee* to bear a fair proportion of the cost of the development, establishment and operation of the ombudsman scheme;
- (o) enable a question as to the fairness of the proportion of the costs which must be borne by a *Licensee* to be decided by the *Commission* on the basis of the *Commission's* opinion of the fairness of the proportion;
- (p) require the ombudsman to report to the *Commission* as and when required by the *Commission* on the operation of the scheme in relation to the industry of which the *Licensee* is part;

- (q) require the ombudsman to publish its decisions and annual reports on the operation of the scheme and the performance of each member of the scheme in relation to the industry of which the *Licensee* is part;
- (r) require the board to conduct periodic and comprehensive reviews of the performance of the scheme in consultation with members, *customer* representatives, the *Commission* and other interested parties; and
- (s) provide for the *Licensee* to withdraw from the scheme subject to:
  - (1) the *Commission* notifying the *Licensee* that it need not comply with clause 25.2;
  - (2) the *Licensee* providing to the *Commission* 12 months notice in *writing* of the *Licensee's* intention to withdraw; and
  - (3) the *Licensee* satisfying the *Commission* that the *Licensee* complies with clause 25.1.

## **26. SEPARATE ACCOUNTS**

The *Licensee* must ensure that separate accounts are prepared for its *distribution business*.

## **27. PROVISION OF INFORMATION TO THE COMMISSION**

The *Licensee* must provide to the *Commission*, in the manner and form decided by the *Commission*, such information as the *Commission* may from time to time require.

## **28. PAYMENT OF LICENCE FEES**

- 28.1 The *Licensee* must pay as directed by the *Commission* a licence fee determined in accordance with section 22 of the *Act*.
- 28.2 Insofar as a fee or charge determined by the *Minister* under section 22 of the *Act* in respect of this licence is an annual fee or charge, it must be paid in either four equal instalments on the last days of September, December, March and June in each year or paid in one payment on or before the last day of September in each year and in the manner notified to the *Licensee* by the *Commission*.
- 28.3 The *Licensee* must pay as directed by the *Commission* such other fees and charges in respect of this licence as are determined by the *Minister* in accordance with section 22 of the *Act*.

## **29. ADMINISTRATOR**

- 29.1 If an *administrator* is appointed to the *Licensee's* business under section 34 of the *Act*, the *administrator* must exercise its functions and powers in such a manner as may be specified by the *Commission* in the instrument of appointment.
- 29.2 The *Licensee* is responsible for the acts and defaults of the *administrator*.

**30. COMPLIANCE WITH LAWS**

The *Licensee* must comply with all applicable laws.

**31. VARIATION**

This licence may be varied in accordance with section 29 of the *Act*.

**32. TRANSFER OF LICENCE**

This licence may be transferred in accordance with section 31 of the *Act*.

**33. COMMUNICATIONS**

33.1 A *communication* must be in *writing*.

33.2 A *communication* is to be regarded as having been given by the sender and received by the addressee:

- (a) when delivered in person to the addressee;
- (b) 3 *business days* after the date of posting, if the *communication* is posted within Australia;
- (c) 7 *business days* after the date of posting, if the *communication* is posted outside Australia;
- (d) when, according to the sender's transmission report, received by facsimile transmission by the addressee; or
- (e) when it is an electronic *communication*, in accordance with the *Electronic Transactions (Victoria) Act 2000*.

**THE COMMON SEAL of  
THE ESSENTIAL SERVICES  
COMMISSION**

was affixed pursuant to the  
authority of the Commission  
on 31 August 2005

A C. LARKIN  
**Acting Chairperson**

**SCHEDULE 1  
DEFINITIONS AND INTERPRETATION**

**1. DEFINITIONS**

In this licence:

*Act* means the *Electricity Industry Act 2000*.

*administrator* means an administrator appointed by the *Commission* under section 34 of the *Act* in respect of the *Licensee's distribution business*.

*approved statement* means a statement of the kind referred to in clause 17.1 that is submitted to and approved, by notice to the *Licensee*, by the *Commission*.

*augmentation* in relation to the *transmission connection assets* or the *Licensee's distribution system*, means the process of upgrading the *transmission connection assets* or the *distribution system* by replacing or enhancing existing plant and equipment or by adding new plant and equipment and includes modifying any of the *Licensee's distribution fixed assets*.

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

*Commission* means the Essential Services Commission under the *Essential Services Commission Act 2001*.

*communication* means a notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to or in connection with this licence.

*connect* means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems (and *connection* has a corresponding meaning).

*connection services* means the service of establishing *connection* between the *Licensee's distribution system* and another electrical system (including, without limitation, an *electrical installation*).

*customer* means a person who buys or proposes to buy electricity from a *retailer* or directly through the *wholesale electricity market*.

*deemed distribution contract* means a contract deemed to be entered into between the *Licensee* and each "retail customer" or each member of a class of retail customers by section 40A(5) of the *Act*.

**default use of system agreement** means a form of agreement submitted to the *Commission* by a *distributor* under this *distribution licence* and approved by the *Commission*.

**distribution area** in relation to a *distributor* who holds a *distribution licence*, means the area in which the *distributor* may distribute or supply electricity under the *distribution licence*. In relation to the *Licensee*, this is the area described in schedule 2.

**distribution business** means a business carried on by a *distributor* under a *distribution licence* or exemption granted under the *Act*.

**distribution fixed assets** means any distribution fixed assets used by the *Licensee* to distribute or supply electricity, whether or not located in the *Licensee's* or another *distributor's distribution area*.

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

**distribution system** in relation to a *distributor*, means a system of electric lines and associated equipment (generally at nominal voltage levels of 66kV or below) which the *distributor* uses to distribute or supply electricity, including *distribution fixed assets* but excluding *public lighting assets*.

**distributor** means a person who holds, or is exempt from holding, a *distribution licence*.

**electrical installation** means any electrical equipment at a *customer's* site that is *connected* to, but not part of, a *distribution system*.

**Electricity Customer Metering Code** means the code of that name certified by the *Commission*.

**Electricity Customer Transfer Code** means the code of that name certified by the *Commission*.

**Electricity Distribution Code** means the code of that name certified by the *Commission*.

**Electricity System Code** means the code of that name certified by the *Commission*.

**embedded generating unit** means a *generating unit* which is *connected* (or to be *connected*) to a *distribution system*.

**embedded generator** means a *generator* whose *generating units* are *connected* to a *distribution system*.

**enforcement order** means a provisional or final order made and served by the *Commission* under section 53 of the *Essential Services Commission Act 2001*.

*excluded services*, for the purpose of this licence, are the same as excluded services for the purpose of the *Price Determination*.

*generating unit* means an electricity generator and related equipment essential to its operation, which together function as a single unit.

*generation licence* means a licence to generate electricity for supply or sale, to supply electricity and to sell electricity granted under the *Act*.

*generator* means a person who holds, or is exempt from holding, a *generation licence*.

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

*Licensee* means Powercor Australia Limited ABN 89 064 651 109, or each of them, as the context requires

*metering installation* has the meaning given to that term by the *National Electricity Code*.

*Minister* means the person who is the Minister for the purposes of the relevant section of the *Act*.

*National Electricity Code* means the Code approved in accordance with section 6(1) of the National Electricity (Victoria) Law applicable in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act 1997*.

*NEMMCO* means National Electricity Market Management Company Limited ACN 072 010 327.

*NMI* means a national metering identifier.

*objectives* means the objectives specified in section 10 of the *Act* and section 8 of the *Essential Services Commission Act 2001*.

*order* means an Order in Council made or in force under the *Act*.

*Price Determination* means the Electricity Distribution Price Determination 2001-2005, the 2001 Electricity Distribution Price Review Re-Determination and any other price determination in force.

*public lighting assets* means all assets of the *Licensee* which are dedicated to the provision of public lighting in the *distribution area*, 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 *Licensee's* protection equipment (for example fuses and circuit breakers).

*public lighting customer* means:

- (a) VicRoads in respect of public lighting of declared roads (as defined in the *Transport Act 1983*);

- (b) a municipal council in respect of public lighting in its municipal district other than public lighting of declared roads; and
- (c) the Docklands Authority in respect of public lighting in the docklands area (as defined in the *Docklands Act 1991*) other than public lighting of declared roads.

**public lighting services** means 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 Code** means the code of that name certified by the *Commission*.

**related body corporate** has the meaning given to that term by the *Corporations Act 2001*.

**retail business** means the business that a **retailer** carries on under its **retail licence** or exemption granted under the *Act*.

**retail licence** means a licence to sell electricity granted under the *Act*.

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

**retailer of last resort** means a **retailer** acting as a retailer of last resort under its **retail licence**.

**standards and procedures** means:

- (a) customer-related standards;
- (b) overall performance standards;
- (c) complaint handling, escalation and resolution policies, practices and procedures;
- (d) security deposit, disconnection and credit policies, practices and procedures including practices and procedures concerning the installation and use of load limiters;
- (e) rules and procedures for compensating **customers** for the **Licensee's** failure to comply with any such standards, policies, practices and procedures; and
- (f) procedures for the introduction of debit or prepaid meter cards or other prepayment schemes,

which are issued by the *Licensee* under clause 23.1 or by the *Commission* under clause 23.3.

**supply point** in relation to the distribution or supply of electricity to a person, means the point at which a supply of electricity last leaves a supply facility owned or operated by a *distributor* before being supplied to the person, whether or not the electricity passes through facilities owned or operated by any other person after leaving that point before being so supplied.

**transmission connection assets** means those parts of an electricity transmission network which are dedicated to the *connection* of *customers* at a single point, including transformers, associated switchgear and plant and equipment.

**undertaking** means an undertaking given by the *Licensee* under section 53(5)(a) of the *Essential Services Commission Act 2001*.

**use of system agreement** means an agreement between a *retailer* (or other person who has made an application for a *retail licence*) and a *distributor* which is necessary to ensure that, subject to the *Act*, electricity is distributed or supplied by means of the *distributor's distribution system* to the extent necessary to enable the *retailer* (or other person) to sell electricity to its *customers*.

**VENCorp** means Victorian Energy Networks Corporation continued under Part 8 of the *Gas Industry Act 2001*.

**wholesale electricity market** means the market for wholesale trading in electricity operated by *NEMMCO* under the *National Electricity Code*.

**writing** includes any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

## **2. INTERPRETATION**

In this licence, unless the context otherwise requires:

- (a) headings, footnotes and schedule 3 are each for convenience only and do not affect the interpretation of this licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;

- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (g) a reference to any statute including the *Act* and regulation, proclamation, Order in Council, ordinance or by-law includes all statutes, regulations, proclamations, Orders in Council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, Orders in Council, ordinances, by-laws and determinations issued under that statute;
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (j) other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning;
- (k) a period of time:
  - (1) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (2) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
  - (l) an event which is required under this licence to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*.

**SCHEDULE 2  
DISTRIBUTION AREA**

**POWERCOR AUSTRALIA LTD DISTRIBUTION AREA**

**NORTHERN BOUNDARY**

Commencing at the intersection of the Victoria - South Australia border with the left bank of the Murray River; then generally easterly by the said left bank of that river to a point upstream of the junction of the Ovens River at AMG Co-ordinates 428167E 6011293N.

**EASTERN COMMON BOUNDARY OF POWERCOR AUSTRALIA LTD AND TXU  
ELECTRICITY LIMITED**

Commencing from a point on the left bank of the Murray River at AMG Co-ordinates 428167E 6011293N; then generally south-westerly by a line to a point at the centre of the Ovens River at AMG Co-ordinates 427812E 6008527N; then generally southerly by the centre of that river to a point at AMG Co-ordinates 429005E 6004646N; then generally south-westerly by a line into the Parish of Peechelba to the south-eastern angle of allotment 19 in that Parish AMG Co-ordinates 426569E 6003741N; then generally north-westerly by a line to a point at the centre of the intersection of Lanes Road and a Government Road in the Parish of Bundalong AMG Co-ordinates 424894E 6006170N; then westerly by the centre of that Government Road to a point at the centre of the intersection of the Boomahnoomoonah Road East at AMG Co-ordinates 421660E 6006133N; then southerly by the centre of that road to a point at the centre of the intersection of Geodetic Road AMG Co-ordinates 421678E 6004511N; then westerly by the centre of that road to a point at the centre of the intersection of G.Willetts Road AMG Co-ordinates 419134E 6004490N; then southerly by the centre of that road to a point at the centre of the intersection of Bonds Road in the Parish of Boomahnoomoonah AMG Co-ordinates 419173E 6000601N; then westerly by the centre of that road and further westerly by the centre of Hargreaves Road to a point at the centre of the intersection of Whinrays Road AMG Co-ordinates 414329E 6000570N; then generally south-westerly by a line to a point at the centre of Almonds Road AMG Co-ordinates 412770E 5996468N; then westerly by a line to a point at the centre of Three Chain Road in the Parish of Pelluebla AMG Co-ordinates 403754E 5996421N; then southerly by the centre of that road and further southerly by the centre of Pelly Road to a point in the Parish of St James AMG Co-ordinates 403817E 5991429N; then south-westerly by a line to a point at the south-eastern angle of allotment 12 section D in that parish AMG Co-ordinates 401291E 5990300N; then generally southerly by a line to a point in allotment 12 section C in that parish AMG Co-ordinates 401043E 5989113N; then westerly by a line immediately north an **'Open Point'** at Pole No.173 on the Tungamah 1809/2 feeder and further westerly by a line to a point on the western boundary of allotment 9 section C in that Parish AMG Co-ordinates 399663E 5989094N; then northerly by that boundary and further northerly by a line to a point at the centre of Wright Road AMG Co-ordinates 399638E 5990971N; then westerly by the centre of that road to a point at the centre of the intersection of Wren Road AMG Co-ordinates 397103E 5990938N; then southerly by the centre of that road to a point at the centre of the intersection of Cooper Road AMG Co-ordinates 397130E 5988538N; then south-westerly by a line to a point at the centre of Beggs Road AMG Co-ordinates 395395E 5986914N; then westerly by the centre of that road and further westerly by a line to a point in

allotment 20 section D in the Parish of Waggarandall AMG Co-ordinates 393914E 5986896N; then generally north-westerly by a line to a point at the eastern boundary of allotment 2 section A in that Parish AMG Co-ordinates 392282E 5988370N; then westerly by a line immediately south of an '**Open Point**' at Pole No.262 on the Emu Plains 1807/5 feeder and further westerly to a point on the eastern boundary of allotment 23 section B in that Parish AMG Co-ordinates 391338E 5988355N; then south-westerly by a line to a point in allotment 28 section C AMG Co-ordinates 389158E 5986780N; then generally south-westerly by a line to a point at the centre of the intersection of Baxter Road and Waggarandall Road AMG Co-ordinates 385958E 5985574N; then generally south-easterly by a line to a point at the centre of the intersection of Hartmers Road and Robert's Road AMG Co-ordinates 390407E 5982007N; then southerly by a line to a point on the southern boundary of allotment 117A in the Parish of Dookie AMG Co-ordinates 390486E 5976878N; then generally south-easterly by a line to a point at the centre of Grogan Road in the Parish of Devenish AMG Co-ordinates 392929E 5974074N; then southerly by the eastern boundary of allotments 115A & 117 in that Parish to a point at the centre of Goorambat - Dookie College Road AMG Co-ordinates 392961E 5971760N and further southerly by a line to a point at the centre of the Broken River AMG Co-ordinates 392193E 5964417N; then generally westerly by the centre of that river to a point at AMG Co-ordinates 390173E 5965701N and further westerly by the centre of the McMiekens Road to the centre of the intersection of a Government Road in the Parish of Upotipotpon AMG Co-ordinates 387581E 5965676N; then southerly by the centre of the said Government Road to a point at AMG Co-ordinates 387606E 5963221N; then generally south-westerly by a line to the south-east angle of allotment 13D in the Parish of Gowangardie AMG Co-ordinates 384115E 5961016N; then westerly by the southern boundaries of allotments 13D & 14B to the north-west angle of allotment 15A in that Parish AMG Co-ordinates 381799E 5960990N; then southerly by a line to a point in allotment 48 in that Parish AMG Co-ordinates 381838E 5957937N; then westerly by a line to a point at the eastern boundary of allotment 36 in that Parish AMG Co-ordinates 378169E 5957876N; then southerly by that boundary and further southerly by a line to a point at the eastern boundary of allotment 22 section A in that Parish AMG Co-ordinates 378231E 5954622N; then westerly by a line to a point at the centre of Miepoll Road in the Parish of Tamleugh AMG Co-ordinates 371550E 5954514N; then generally south-westerly by a line to a point at the centre of the intersection of Violet Town Boundary Road and Richard's Road AMG Co-ordinates 368528E 5949929N; then westerly by a line to a point at the centre of Pine Lodge Road AMG Co-ordinates 365988E 5949893N; then northerly by the centre of that road to a point at AMG Co-ordinates 365965E 5951242N; then westerly by a line to a point at the centre of Geodetic Road in the Parish of Arcadia AMG Co-ordinates 359570E 5951128N; then southerly by the centre of that road to the centre of the intersection of the Murchison-Violet Town Road in the Parish of Molka AMG Co-ordinates 359634E 5947148N; then generally south-westerly by a line to the centre of the intersection of a Government Road and Summer Road AMG Co-ordinates 354365E 5945050N; then southerly by the centre of Summer Road to a point at the centre of the intersection of Curries Road AMG Co-ordinates 354493E 5936990N; then westerly by the centre of that road and again further westerly by a line to a point at the centre of the intersection of Youngs Road in the Parish of Dargalong AMG Co-ordinates 345852E 5936855N; then northerly by the centre of that road to the centre of the intersection of Deanes Road AMG Co-ordinates 345822E 5938279N; then westerly by the centre of that road to a point at the centre of the Goulburn River AMG Co-ordinates 341121E 5938207N; then generally westerly by the centre of that river to a point at AMG Co-ordinates 337801E 5938189N; then generally north-westerly by a line to a point at the centre of the intersection of Willow Road and Buffalo Swamp Road in

the Parish of Murchison AMG Co-ordinates 336233E 5939400N; then westerly by the centre of Buffalo Swamp Road to the centre of the intersection of East Boundary Road AMG Co-ordinates 332942E 5939391N; then northerly by the centre of that road to the centre of the intersection of Smith Road AMG Co-ordinates 332879E 5942588N; then generally westerly by a line to the northern angle of allotment 42 in the Parish of Whroo AMG Co-ordinates 332996E 5941890N; then generally south-westerly by a line to a point at the centre of the intersection of the Nagambie - Rushworth Road and Days Road in the Parish of Bailieston AMG Co-ordinates 324086E 5936270N; then southerly by the eastern boundary of allotments 1 & 9 in the Parish of Wirrate and again further southerly by the eastern boundary of the State Forest and allotment 25 to a point at the centre of the intersection of Nagambie-Rushworth Road and Pettiffers Lane AMG Co-ordinates 324262E 5929026N; then generally south-westerly by a line to Mt Black Trig. Station in that Parish AMG Co-ordinates 320361E 5927697N; then generally southerly by a line to Mt Puckapunyal Trig. Station in the Parish of Puckapunyal AMG Co-ordinates 318588E 5904560N; then generally south-westerly by a line to a point at the north-western angle of allotment 18 in the Parish of Panyule AMG Co-ordinates 310436E 5898188N; then south-easterly by a line to the north-western angle of allotment 33E section C in the Parish of Glenaroua AMG Co-ordinates 315621E 5894565N and further south-easterly by a line to a point at the centre of the Pyalong-Seymour Road in that parish AMG Co-ordinates 318137E 5890703N; then generally southerly by a line to the north-east angle of allotment 124 in the Parish of Moranding AMG Co-ordinates 317652E 5878695N; then westerly by a line to a point in allotment 9B1 in the Parish of Goldie AMG Co-ordinates 309552E 5879000N; then generally southerly by a line to a point at the centre of the intersection of Willowmavin-Tantaraboo Road and Diggings Road AMG Co-ordinates 309031E 5874720N; then generally south-westerly by a line to the north-east angle of allotment A10 in that parish AMG Co-ordinates 307898E 5873765N; then generally southerly by a line to a point on the southern boundary of allotment X18 in that parish AMG Co-ordinates 307565E 5870965N; then generally south-easterly by a line to the north-east angle of allotment X16 in that parish AMG Co-ordinates 309640E 5869801N; then generally north-easterly by a line to the north-west angle of allotment L3 in the Parish of Willowmavin AMG Co-ordinates 311794E 5871318N; then generally easterly by a line to a point in Part of Rutledge's Special Survey AP64795-S103 in that parish AMG Co-ordinates 314328E 5871019N; then generally southerly by a line to a point at the centre of Lintons Creek in the Parish of Forbes AMG Co-ordinates 313968E 5867811N and further southerly by the centre of that creek and by the centre of Boyd Creek to the centre of the intersection of a Government Road AMG Co-ordinates 313400E 5862699N; then generally south-easterly by a line to a point at the western boundary of allotment 99A in the Parish of Bylands AMG Co-ordinates 317112E 5860378N; then generally southerly by a line to a point on the northern boundary of allotment 20 in the Parish of Darraweit Guim AMG Co-ordinates 316620E 5854777N; then generally westerly by the northern boundary of that allotment to a point at the centre of Deep Creek AMG Co-ordinates 313941E 5855074N;

**EASTERN COMMON BOUNDARY OF POWERCOR AUSTRALIA LTD AND AGL  
ELECTRICITY LIMITED**

Commencing from a point at the centre of Deep Creek in the Parish of Darraweit Guim AMG Co-ordinates 313917E 5850170N; then generally southerly by the centre of the course of that creek to a point at the centre of the junction of Konagaderra Creek AMG Co-ordinates 310443E 5844312N; then generally northerly by the centre of the course of that creek to a

point at the intersection of the centre of Fenton Hill Road in the Parish of Havelock AMG Co-ordinates 308689E 5847664N; then north-westerly by a line to a point on the eastern boundary of Lot 9 LP6781 AMG Co-ordinates 308827E 5847972N; then northerly by that boundary and further northerly and westerly by the eastern and northern boundaries of Lot 7 LP6781 to the north-western angle of that lot AMG Co-ordinates 306708E 5850310N; then westerly by the northern boundaries of Lots 19, 20 & 1 LP110951 then further westerly again to the northwestern angle of Lot 2 LP6781 in that parish AMG Co-ordinates 304066E 5850657N; then generally westerly by a line to a point on the Railway Reserve in the W.J.T. Clarke Special Survey in the Parish of Kerrie AMG Co-ordinates 296828E 5851078N; then generally south-westerly by the western boundaries of Lot 43 LP5477 and Lot 1 LP125310 in that parish to a point at the centre of Riddells Creek AMG Co-ordinates 296276E 5849834N; then generally westerly by the centre of the course of that creek to the north-eastern angle of Lot 2 LP139860 in that parish AMG Co-ordinates 295031E 5850029N; then by the south-eastern boundary to the southern angle of that lot AMG Co-ordinates 294245E 5849447N; then generally westerly by a line to the south-eastern angle of Lot 1 LP204797 AMG Co-ordinates 294208E 5849418N; then generally south-westerly by the south-eastern boundary of that lot to the southern angle of Lot 3 LP200999 in the Parish of Gisborne AMG Co-ordinates 293012E 5848527N, and further south-westerly by the south-eastern boundary of Lot 1 LP149447 to the southern angle of Lot 2 in that parish AMG Co-ordinates 291098E 5846909N; then southerly by the eastern boundary of Lot 5 LP5225 to a point on that boundary AMG Co-ordinates 290888E 5845250N; then westerly by a line to the centre of Brooking Road and further by the centre of that road to the centre of the intersection of Mc George Road AMG Co-ordinates 288588E 5845533N; then generally south-westerly by a line to a point on the western boundary of Lot 16 LP111370 in that parish AMG Co-ordinates 285847E 5844661N; then generally north-westerly by a line to a point in the State Forest in the Parish of Bullengarook AMG Co-ordinates 281550E 5845206N; then southerly by a line to a point in the State Forest in the Parish of Coimadai AMG Co-ordinates 281550E 5838509N; then easterly by a line to the north-western angle of Allotment 96B in the Parish of Yangardook AMG Co-ordinates 284459E 5838509N; then generally north-easterly to a point on the eastern boundary of allotment 19P in that parish AMG Co-ordinates 286486E 5839327N; then southerly by that boundary and further southerly by a line to a point at the centre of Benson Road in that parish AMG Co-ordinates 286417E 5838808N; then generally easterly by a line to the north-western angle of allotment 19F in that parish AMG Co-ordinates 287532E 5838519N; then southerly by a line to a point in the former Crown Portion 16 in that parish AMG Co-ordinates 287710E 5836956N; then generally south-westerly by a line to a point in allotment 19 in that parish AMG Co-ordinates 290456E 5836071N and further south-westerly by a line to a point at the centre of Kororoit Creek West Branch AMG Co-ordinates 292039E 5835332N; then generally southerly by the centre of the course of that creek to a point at AMG Co-ordinates 292867E 5834637N; then generally southerly by a line to a point at the centre of Townsing Road AMG Co-ordinates 292562E 5833147N; then easterly by a line to a point at the centre of Kororoit Creek West Branch AMG Co-ordinates 293296E 5833260N; then generally south-easterly by a line to a point on the eastern boundary of CA 4 Section 2 in the Parish of Holden AMG Co-ordinates 295758E 5830525N; then southerly by that boundary and further southerly to a point at the intersection of the centre of a creek and the eastern boundary of former Section 23 in the Parish of Kororoit AMG Co-ordinates 295411E 5827661N; then generally southerly by the centre of that creek to a point at AMG Co-ordinates 294088E 5825427N; then easterly by a line to a point at the centre of Plumpton Road AMG Co-ordinates 296723E 5825081N; then generally south-easterly by a line crossing north of an 'Open Point' to a point at the centre of Beattys Road

AMG Co-ordinates 296866E 5824295N; then easterly by a line to the north-east angle of Lot 9 LP147857 in the Parish of Maribyrnong AMG Co-ordinates 300000E 5824174N; then southerly by the eastern boundary to a point on that boundary AMG Co-ordinates 300015E 5823809N; then easterly by a line to a point at the centre of the southern end of Pecks Road AMG Co-ordinates 302418E 5823503N; then northerly by the centre of that road to a point at the centre of the intersection of a Government Road AMG Co-ordinates 302475E 5823942N; then easterly by the centre of that road to a point at the intersection of the west boundary of Sydenham Road AMG Co-ordinates 304347E 5823720N; then north-westerly by that road boundary and further north-westerly by a line to a point at the centre of the intersection with the Keilor-Melton Road AMG Co-ordinates 303187E 5825502N; then generally easterly by the centre of that road to a point at the intersection of the western boundary of the Calder Freeway AMG Co-ordinates 306827E 5824874N; then north-easterly by a line to a point at the centre of the course of the Maribyrnong River AMG Co-ordinates 307029E 5825127N; then generally southerly by the centre of the course of that river to a point in the City of Sunshine AMG Co-ordinates 310370E 5818275N; then southerly by a line to a point at the intersection of the northern boundary of Surrey Street and the western boundary of Duke Street in that city; then southerly by the western boundary of Duke Street crossing the Western Highway (or Ballarat Road) to the intersection with the northern boundary of Burnett Street; then easterly by that boundary to the intersection with the western boundary of Darnley Street; then southerly by that boundary to the intersection with the northern boundary of South Road and further southerly by a line to a point at the intersection of the southern boundary of South Road with the centre of Turner Crescent; then generally south-easterly by the centre of that crescent to a point at the centre of the intersection with Stewart Street; then southerly by the centre of that street to a point at the centre of the intersection with Prichard Avenue; then easterly by the centre of that avenue to a point at the centre of the intersection with the western boundary of Beachley Street; then southerly by that boundary to a point at AMG Co-ordinates 310623E 5814613N; then westerly by a line and further westerly by the southern boundary of Mathews Street and further westerly by a line to a point at the centre of the Sunshine-Newport Railway Line AMG Co-ordinates 309372E 5814754N; then generally south-easterly by the centre of that railway line to a point AMG Co-ordinates 309759E 5814138N; then southerly by a line and further southerly by the centre of Judge Street to a point at the centre of the intersection with Linda Street; then westerly by the centre of Linda Street to a point at the centre of the intersection with Market Road; then southerly by the centre of Market Road to a point at AMG Co-ordinates 309612E 5813741N; then westerly by a line to a point at the centre of Kororoit Creek AMG Co-ordinates 309039E 5813804N; then generally southerly by the centre of that creek to a point at AMG Co-ordinates 308567E 5811575N; then easterly by a line to the intersection of the northern Boundary of Paw Paw Road and the southern boundary of the Princes Highway (Geelong Road); then generally north-easterly by the southern boundary of the Princes Highway to a point at the centre of the intersection of Burgess Street; then southerly by the centre of that street to a point at the centre of the intersection with Paw Paw Road; then easterly by the centre of that road to a point at the centre of the intersection with Lynch Road in the City of Altona; then southerly by the centre of that road to a point at the centre of the intersection with Primula Avenue in that city; then easterly by the centre of that road to a point at the centre of the intersection with Millers Road; then southerly by the centre of that road to the intersection with the northern boundary of the West Gate Freeway; then by that boundary to a point at AMG Co-ordinates 312241E 5811482N; then southerly by a line and further southerly by the centre of New Street to a point at the intersection of the northern boundary of Blackshaws Road; then easterly by that boundary to a point at AMG Co-

ordinates 312972E 5810283N; then southerly by a line and further southerly by the western boundary of Johnson Street to the intersection of the southern boundary of Junction Street in the City of Williamstown; then westerly by that boundary to the intersection of the eastern boundary of Bruce Street; then southerly and westerly by the eastern and southern boundaries of Bruce Street and further westerly by the southern boundary of Percy Street to the intersection of the eastern boundary of Graham Street; then southerly by that boundary to the intersection of the northern boundary of Margaret Street; then generally south-westerly and southerly by that boundary to a point at the centre of the intersection of Mason Street; then westerly by the centre of that street to a point AMG Co-ordinates 311817E 5809562N; then southerly by a line to a point at AMG Co-ordinates 311783E 5809283N; then easterly by a line to a point on the western boundary of Blenheim Road AMG Co-ordinates 311929E 5809266N; then southerly by that boundary to a point at the centre of the Geelong-Melbourne Railway Line AMG Co-ordinates 311865E 5808657N; then easterly by the centre of that railway line to a point at AMG Co-ordinates 312674E 5808565N; then southerly by a line and further southerly by the centre of Challis Street and further southerly by a line crossing Kororoit Creek Road to a point at the shoreline of Port Phillip Bay AMG Co-ordinates 312250E 5807480N.

### **SOUTHERN BOUNDARY**

Commencing at a point on the shoreline of Port Phillip Bay AMG Co-ordinates 312250E 5807480N; then westerly by the southern coastline of Victoria to the intersection with the South Australia state border.

### **WESTERN BOUNDARY**

Commencing at a point at the intersection of the southern coastline of the State of Victoria and the South Australia state border; then northerly by that state boundary to the intersection of the left bank of the Murray River.

### **DEFINITIONS**

In this boundary delineation "AMG" is a reference to Australian Map Grid, Zone 55.

**SCHEDULE 3  
VARIATIONS TO THE LICENCE**

<b>Date</b>	<b>Reason for variation</b>
24 July 1998	To give effect to introduction of retailer of last resort scheme, vary the payment dates for annual licence fees and remove obsolete clauses.
8 April 1999	To include a condition requiring the licensee to conduct audits of its compliance with licence, code and guideline obligations
22 March 2001	To establish the regulatory framework for full retail competition, to reflect changes established by the Electricity Industry Act 2000, to make other minor amendments and to amend the dispute resolution clause to establish the Energy and Water Ombudsman.
28 August 2001	To include new clause 4A on deemed distribution contracts, amend clause 4 in relation to approval of default use of system agreements and amend schedule 3 to change the date on which some full retail competition systems are to be operational.
30 January 2002	To bring the licences up to date for developments in full retail competition and to make other minor administrative amendments.
29 April 2002	To include the framework for common arrangements for the electronic communication of customer information between distributors and retailers.
31 August 2005	To make various administrative and substantive amendments following a review by the Commission of electricity generation, distribution and retail licences- 18 August 2005.