

Independent Assurance Report

Performance Audit 2021

*Rottnest Island
Authority*

*Electricity
Integrated
Regional
Licence (EIRL3)*

December 2021



Arvid Hogstrom
Director Environment Heritage and Parks
Rottnest Island Authority
PO Box 693
Fremantle, WA 6959

17 December 2021

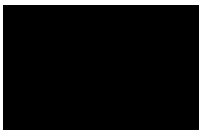
Subject: Rottnest Island Authority: 2021 EIRL3 Performance audit report

As stated in request DBCARIAQ4421, our offer submission and the acceptance of offer on 18 May 2021, we have completed the Electricity Integrated Regional Licence (EIRL3) Performance audit for Rottnest Island Authority for the period 1 April 2019 to 31 March 2021 and are pleased to submit our report to you.

I confirm that this report is an accurate presentation of the findings and conclusions from our audit procedures.

If you have any questions or wish to discuss anything raised in the report, please contact me on +61 422 002 354.

Yours sincerely



Justin Eve

Partner

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1 *Independent assurance report on the Rottnest Island Authority Performance Audit 2021*

Independent assurance report on the Rottnest Island Authority Performance Audit 2021

To Arvid Hogstrom, Director Environment Heritage and Parks:

Qualified Opinion

We have undertaken a reasonable assurance engagement on Rottnest Island Authority (RIA or licensee) compliance, in all material respects, with the general license conditions of EIRL3 (Electricity Integrated Regional License) and the relevant associated legislative obligations from the 2018 and 2020 Electricity Compliance Reporting Manual (listed in Table 5), as evaluated against the “Economic Regulation Authority (ERA) Audit and Review Guidelines: Electricity and Gas Licences (March 2019)” (the Guidelines and the Criteria) for the period 1 April 2019 to 31 March 2021.

In our opinion, except for the matters in the Basis for Qualified Opinion below, RIA has complied, in all material respects, with the EIRL3 and relevant associated legislative obligations from the 2018 and 2020 Electricity Compliance Reporting Manual (listed in Table 5), as evaluated against Economic Regulation Authority Audit and Review Guidelines: Electricity and Gas Licences (March 2019) for the period 1 April 2019 to 31 March 2021.

Basis for Qualified Opinion

During the period from 1 April 2019 to 31 March 2021, RIA did not comply with twelve (12) obligations of the EIRL3 and the relevant associated legislative obligations (in table 5).

Of these non-compliances, the following were rated as ‘C- requiring significant improvement’ and ‘3- non-compliant; moderate effect on customers or third parties’, and therefore due to their rating, we qualify our opinion on the basis of these three (3) non compliances:

| Licence Obligation description (and ref#) | Issue |
|---|---|
| 342 A network operator must ensure that each metering installation complies with at least the prescribed design requirements. | There are a number of instrument transformers which are non-compliant to the requirements and these need to be replaced in order to achieve compliance. |
| 343 A network operator must ensure that instrument transformers in its metering installations comply with the relevant requirements of any applicable specifications or guidelines, including any transitional arrangements, specified by the National Measurement Institute under the National Measurement Act and any requirements specified in the applicable metrology procedure. | There are a number of instrument transformers which are non-compliant to the requirements and these need to be replaced in order to achieve compliance. |
| 349 If, under clause 3.14(2), a metering installation uses metering class CTs and VTs that do not comply with Table 3 in Appendix 1, then the network operator must take the actions specified in order to achieve the accuracy requirements in Table 3 in Appendix 1. | On enquiry and walkthrough, it was noted that certain CT's on Rottnest Island are not compliant with Table 3 in Appendix 1. PFM and RIA have planned a Meter Replacement Project in the near future. This would involve not only updating the CT's, but the transformers and switchboards on Rottnest Island. As this is planned for the near future, RIA and PFM did not want to separately repair the CT's prior to this. This has resulted in several of the current CT's on Rottnest Island being non-compliant with Table 3 in Appendix 1 during the audit period. |

Further information on all non-compliances and is included in Section 4 of this report

We conducted our engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

RIA’s responsibilities

RIA management is responsible for:

- (a) Identifying risks that threaten the conditions within the EIRL3 License and relevant associated legislative obligations from the 2018 and 2020 Electricity Compliance Reporting Manual being met.
- (b) The compliance activity undertaken to meet the EIRL3 License Conditions and relevant associated legislative obligations from the 2018 and 2020 Electricity Compliance Reporting Manual being met.
- (c) Identification and implementation of controls which will mitigate those risks that prevent the License Conditions being met and monitoring ongoing compliance.

Our independence and quality control

We have complied with the independence and other relevant ethical requirements relating to assurance engagements, and applied Auditing Standard ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement.

Our responsibility

Our responsibility is to express an opinion on RIA’s compliance with EIRL3 and relevant associated legislative obligations in all material respects, as evaluated against the Guidelines, for the period from 1 April 2017 to 31 March 2019. ASAE 3100 requires that we plan and perform our procedures to obtain reasonable assurance about whether RIA has complied, in all material respects, with the license, as evaluated against the conditions within the license, for the period from 1 April 2019 to 31 March 2021.

An assurance engagement to report on RIA’s compliance with EIRL3 and relevant associated legislative obligations involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the conditions. The procedures selected depend on our judgement, including the identification and assessment of risks of material non-compliance with the License, as evaluated against the conditions within the license.

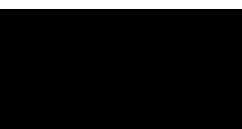
Inherent limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure, it is possible that fraud, error or non-compliance with compliance requirements may occur and not be detected.

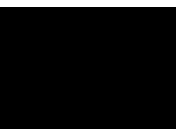
A reasonable assurance engagement relating to the period from 1 April 2019 to 31 March 2021 does not provide assurance on whether compliance with the License will continue in the future.

Use of report

This report has been prepared for use by for the purpose of section 13(1) of the Electricity Industry Act 2004 (WA). We disclaim any assumption of responsibility for any reliance on this report to any person other than “Rottnest Island Authority”, or for any other purpose than that for which it was prepared.



PricewaterhouseCoopers



Justin Eve

Partner

17 December 2021

Rottnest Island Authority
PwC

2 *Executive summary*

2.1 *Introduction and background*

The Rottnest Island Authority (RIA or the licensee) holds an Electricity Integrated Regional Licence (EIRL3) issued by the Economic Regulation Authority (ERA) required under Section 7 of the Electricity Industry Act 2004 (WA) (the Act).

Under Sections 13(1) of the Electricity Industry Act 2004 (WA) the RIA is required to provide to the Authority a Performance Audit of the Rottnest Island EIRL3 Licence. This is to be conducted by an independent expert acceptable to the Authority.

The licence has been granted for the area covering Rottnest Island, 18 km offshore of Fremantle, Western Australia and applies to the generation, retail and distribution services provided by RIA. The power generating facilities include cooling towers, fuel, oil and coolant tanks, control panels, air compressor, crane, fuel pump, main switchboard, SCADA system and power transformers. The generation and distribution facilities are operated by Programmed Facility Management (PFM) which have been contracted to provide the operation and maintenance services under a service availability agreement. Separate contracts with Burgess Rawson Property are in place to support the management of the retail side of the licence.

PricewaterhouseCoopers (PwC) has been engaged by RIA to conduct the performance audit in accordance with the Authority's "Audit and Review Guidelines: Electricity and Gas Licences (March 2019)" (the Guidelines) for the period 1 April 2019 to 31 March 2021. The Authority approved PricewaterhouseCoopers to undertake the audit in May 2021.

2.2 *Deviations from the audit plan*

During the audit, we noted the following deviations from the audit plan, with 28 additional obligations rated as Not Applicable to RIA. These were obligations 143, 144, 189, 243, 243A, 294, 295, 309, 311, 324, 329, 346, 347, 348, 351, 352, 353, 355, 356, 357, 358, 359, 360, 361, 368, 423, 424, 425.

2.3 *Observations*

In considering RIA's internal controls procedures, structure and environment, its compliance culture and its information systems specifically relevant to those license obligations subject to audit, we observed that RIA has established its control framework through policies and procedures which are explicitly aligned with License Obligations. RIA has published the Metrology procedure and completed the meter replacement program, which has resolved the majority of non-compliances noted within the previous performance audit in 2019.

2.4 *Findings*

The following tables summarise the assessments made during the audit of RIA's compliance and the adequacy of controls in place for RIA to manage its compliance with the relevant obligations or conditions of the licence.

Table 1 set out the rating scale defined by the ERA in the Guidelines for the assessment of the level of compliance with the conditions of the License.

Table 1: Criteria for classification of compliance obligations

| Rating | Adequacy of Control Rating Descriptions | Rating | Compliance Rating |
|------------|--|--------|---|
| A | Adequate controls – no improvement needed | 1 | Compliant |
| B | Generally adequate controls – improvement needed | 2 | Non-Compliant – minor impact on customers or third parties |
| C | Inadequate Controls – Significant improvement required | 3 | Non-Compliant – moderate effect on customers or third parties |
| D | No controls evident | 4 | Non-Compliant – major effect on customers or third parties |
| N/P | Not performed – A controls rating was not required | N/R | Not rated – No Activity took place during the audit period |

Table 2 provides further detail on the control adequacy and compliance rating scales. The rating scales are defined by the Guidelines.

Table 2: Summary of finding, by compliance and controls ratings

| Control Rating | Compliance Rating | | | | | Total |
|----------------|-------------------|---|---|---|-----|-------|
| | 1 | 2 | 3 | 4 | N/R | |
| A | 44 | 5 | 0 | 0 | 20 | 70 |
| B | 0 | 1 | 1 | 0 | 1 | 2 |
| C | 0 | 0 | 3 | 0 | 0 | 3 |
| D | 0 | 0 | 0 | 0 | 0 | 0 |
| N/P | 35 | 0 | 0 | 0 | 98 | 133 |
| Total: | 79 | 6 | 4 | 0 | 119 | 208 |

2.5 RIA's response to previous audit recommendations

The audit considered RIA's progress in completing the action plans detailed in the 2019 post audit implementation plan.

Table 3 below outlines RIA's current status on previous audit recommendations to address non-compliances and controls deficiencies.

Table 3: Status of recommendations addressing non-compliances from the previous audit

| A. Resolved during current audit period | | | | |
|---|---|---|---------------|---|
| Recommendation Reference | Non-compliance / Controls improvement | Auditors' Recommendation | Date resolved | Further action required (Yes/No/Not Applicable) Details of further action required |
| 01/2019 | <p>B2 (131) Code of Conduct, clause 2.2(2); Integrated Regional Licence, condition 6.3.1</p> <p>Information is provided to customers via the Standard Form Contract and monthly utility bills. The Standard Form Contract includes the following:</p> <ul style="list-style-type: none"> • reference to the Code of Conduct and tariff information being available from the RIA website • general information on the Code of Conduct, • assistance with payment difficulties; and • Complaints handling. <p>The Utility Statements issued by McGee's to customers includes a 24hr telephone number for faults and emergencies stated on their statements and not invoices (EVIDENCE: INV. NOS. 109186 and 118903).</p> | <p>RIA to instruct McGee's to include the 24-hour emergency number on their invoices As part of the tendering process for a new residential property manager, ensure utility statements are compliant with Code requirements.</p> <p>Two examples of AHR invoices during the audit period were provided and they included a 24hr telephone number for faults and emergencies on invoices The audit found that general information on the safe use of electricity was provided to customers during the audit period and was available via the RIA website.</p> | January 2020 | No. |
| 02/2019 | <p>B2 (290) Code of Conduct, clause 10.9</p> <p>Documentation prepared by the licensee for information purposes is in accordance with the requirements.</p> <p>Both McGee's and AHR billings are not as user friendly and some information is not set out in an intuitive manner</p> | <p>AMR to increase font size for ease of reading and McGee's to include 24 hour service faults and difficulties contact number to front of invoice</p> | November 2019 | No. |
| 03/2019 | <p>C2 (379) Electricity Industry Metering Code, clause 4.8(4)(a)</p> <p>Existing metering points are not secure. Not known whether new meters will have appropriate security protections.</p> | <p>RIA to confirm what devices and methods will be in place to ensure that existing and new meter energy data cannot be accessed by local or remote unauthorised users.</p> | November 2019 | No. |

| | | | | |
|---------|--|--|---------------|-----|
| 04/2019 | <p>B2 (155) Code of Conduct, clause 4.5(1)</p> <p>We performed a walkthrough with McGee's, and reviewed a sample of two invoices for the audit period. It was noted that both invoices complied with clause 4.5(1) and included all required information. However the invoices did not possess a 24 hour emergency phone number.</p> | <p>It is recommended that McGee's includes PFM's 24 emergency phone number on their invoices. This is required by the Code, but is currently not complied with by McGee's in their billing of customers.</p> | November 2019 | No. |
| 05/2019 | <p>B2 (159) Code of Conduct, clause 4.8(1)</p> <p>Through our enquiry and system walkthrough with McGee's, it was noted that McGee's has not used estimation for any customer bills during the audit period. Where metering data is unable to be provided for a particular month, the electricity amount per the invoice will be nil, and the amount will be added to the next month's invoice. The code clause assumes an estimated bill will be issued to a customer if a bill cannot be based on an actual reading.</p> <p>Metering Code clause 5.3 requires a network operator to provide the retailer with energy data, which is either actual data or estimated data. Therefore, a default \$0 bill with nil reading is not compliant to the obligation. RIA should estimate a reading instead to avoid any potential bill shock for customers.</p> <p>It was also noted that there is no formal policy held by McGee's or IA in the event that metering data cannot be provided.</p> | <p>RIA should ensure if a bill cannot be based on an actual meter reading, an estimated bill is issued to the customer following the prescribe methodologies per Metering Code for creating estimated readings</p> | November 2019 | No. |

| | | | | |
|---------|--|--|---------------|-----|
| 06/2019 | <p>B2 (124) Integrated Regional Licence, condition 4.4.1</p> <p>ERA annual compliance report EIRL3 covering period July 2017 - June 2018 was submitted to ERA on 30 August 2018.</p> <p>The following 2017 annual electricity license reporting data sheets were issued to ERA on 20 September and published on RIA website on 6 October 2017:</p> <ul style="list-style-type: none"> • 2017 Electricity License Reporting Datasheets -Distribution • 2017 Electricity Performance Reporting Datasheets- Retail • 2017 Electricity License Reporting Datasheets Network Quality Reliability Code <p>The following 2018 annual electricity license reporting datasheets were submitted to ERA and published on the RIA website on 23 October 2018, outside the 1 October deadline stipulated by the ERA</p> <ul style="list-style-type: none"> • 2018 Electricity License Reporting Datasheets Network Quality Reliability Code • 2018 Electricity License Reporting Datasheets -Distribution • 2018 Electricity Performance Reporting Datasheets - Retail | Ensure the annual electricity licence reporting datasheets report are issued to ERA no later than the 1 October dead-line following the reporting period. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved. | March 2021 | No. |
| 07/2019 | <p>B2 (172) Code of Conduct, clause 4.16(1)(a)</p> <p>We note that during the audit period, there was only one request from a customer for McGee's/ RIA to review their electricity bill. Subsequently, the customer paid the bill amount owing with no further proceedings or action required. We note in the email correspondence between McGee's and the customer. McGee's advised the customer that they could request a meter test in accordance with the Code of Conduct. However, it was noted that the customer was not informed of the existence and operation of RIA's internal complaints handling processes and details of applicable external complaints handling processes. We reviewed the internal complaints register to confirm that no other requests for meter</p> | RIA to ensure, when reviewing customers' bills on request by the customer, that the customer is informed of the existence and operation of RIA's internal complaints handling processes and details of applicable external complaints handling processes. | November 2019 | No. |

| | | | | |
|---------|--|---|---------------|-----|
| | review occurred during the audit period. | | | |
| 08/2019 | <p>B2 (306) Code of Conduct, clause 13.2</p> <p>The following 2017 datasheets and reports were provided to ERA on 20 September 2017, within the timeframe, manner and form specified by ERA.</p> <ul style="list-style-type: none"> • 2017 Electricity License Reporting Datasheets –Distribution • 2017 Electricity Performance Reporting Datasheets-Retail • 2017 Electricity License Reporting Datasheets Network Quality Reliability Code <p>The following 2018 datasheets and reports were provided to ERA in the manner and form specified by ERA, however these were provided on 23 October 2018, outside the timeframe (1 October) stipulated by the ERA.</p> <ul style="list-style-type: none"> • 2018 Electricity License Reporting Datasheets Network Quality Reliability Code 2018 Electricity License Reporting Datasheets - Distribution • 2018 Electricity Performance Reporting Datasheets -Retail | Ensure the annual electricity licence reporting datasheets report are provided to ERA no later than the 1 October deadline following the reporting period. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved. | March 2021 | No. |
| 09/2019 | <p>C3 (326) Electricity Industry Metering Code, clause 3.5(1) and (2)</p> <p>It was confirmed through inquiries that RIA/PFM does not comply with this requirement.</p> <p>We note that not every connection point has an individual meter. There are 510 connection points on Rottnest Island and only 205 meters. The unmetered connection points are mainly made up of RIA holiday accommodation units.</p> | RIA should determine whether it intends to operate the holiday accommodation units as Type 7 connections, or if it intends for them to be metered connections that are not currently fitted with a meter. Per the Metering Code, the definition of a Type 7 connection point does not include residential short-stay accommodation. It is specific to small loads and loads consuming less than the starting electrical current of a meter. | March 2021 | No. |
| 12/2019 | <p>C3 (345) Electricity Industry Metering Code, clause 3.12(4)</p> <p>Based on our inquiry, we noted that PFM does not maintain drawings detailing metering installation of all meters at Rottnest Island, consistent with good electricity industry practice.</p> | It is recommended that drawings of the metering installation on Rottnest Island are produced and maintained, to comply with good electricity industry practice. | November 2019 | No. |

| | | | | |
|---------|--|---|------------|-----|
| 14/2019 | <p>B2 (483A) Electricity Industry (Network Quality and Reliability of Supply) Code, clauses 26(3) and (4)</p> <p>The 2017 Network Quality and Reliability of Supply Performance Audit Report - Operation of Compliance Monitoring Systems was published on the RIA website on 6 October 2017.</p> | Ensure the network quality and reliability of the supply independent report is published on the RIA website no later than the 1 October deadline following the reporting period. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved. | March 2021 | No. |
| 15/2019 | <p>B2 (485) Electricity Industry (Network Quality and Reliability of Supply) Code, clause 27(3)</p> <p>The Rottnest Island Network Quality Report 2017-2018 was provided to ERA on 23 October 2018, the same day it was published on the RIA website.</p> | Ensure the Network Quality report is provided to ERA not less than 7 days before it is published. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved. | March 2021 | No. |

B. Unresolved during current audit period

| Recommendation Reference | Non-compliance / Controls improvement | Auditors' Recommendation | Further action required (Yes/No/Not Applicable) Details of further action required |
|--------------------------|---|---|--|
| 10/2019 | <p>C3 (342) Electricity Industry Metering Code, clause 3.12(1)</p> <p>On enquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. An upgrade process is currently underway for all the CT's on the island. We further note that PFM confirmed that the non-compliant installations cannot be changed until the upgrade is completed. (For e.g. Geordie Bay Transformer & Abbott St Transformer).</p> <p>It was also further noted that the Rottnest Island Authority has a Metrology Procedure in place, however, it does not address the design of metering installations. RIA is aware of this issue and has a program planned to change the CTs, subject to receiving funding.</p> | <p>We noted that PFM and RIA have a program in place to rectify non-compliant CT's. including a capital expenditure commitment.</p> <p>We recommend that PFM and RIA should also maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | <p>Yes.</p> <p>RIA has engaged a suitable firm to carry out an in-depth review of the Metrology Procedure and identify the appropriate corrective actions to address this audit finding.</p> <p>The ERA has accepted this review and it was noted that the RIA Metrology procedure aligned the Horizon Power procedure with the ERA accepting RIA's position.</p> <p>Refer to 03/2021 for further details.</p> |
| 11/2019 | C3 | We noted that PFM and RIA have a program in place to rectify non-compliant | Yes. |

| | | | |
|---------|---|---|--|
| | <p>(343) Electricity Industry Metering Code, clause 3.12(2)</p> <p>On enquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. An upgrade process is currently underway for all the CT's on the island. We further note that PFM confirmed that the non-compliant installations cannot be changed until the upgrade is completed. (For e.g. Geordie Bay Transformer & Abbott St Transformer).</p> <p>It was also further noted that the Rottnest Island Authority has a Metrology Procedure in place, however, it does not address the design of metering installations. RIA is aware of this issue and has a program planned to change the CTs, subject to receiving funding.</p> | <p>CT's. including a capital expenditure commitment.</p> <p>We recommend that PFM and RIA should also maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | <p>RIA has confirmed metering survey checking and identification of all meters is complete.</p> <p>RIA has a development plan underway to replace non-compliant CT metering units. Due December 2024 subject to funding .</p> <p>Refer to 04/2021 for further details.</p> |
| 13/2019 | <p>C3 (349) Electricity Industry Metering Code, clause 3.14(3)</p> <p>On enquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. An upgrade process is currently underway for all the CT's on the island. We further note that PFM confirmed that the non-compliant installations cannot be changed until the upgrade is completed. (For e.g. Geordie Bay Transformer & Abbott St Transformer).</p> <p>It was also further noted that the Rottnest Island Authority has a Metrology Procedure in place, however, it does not address the design of metering installations. RIA is aware of this issue and has a program planned to change the CTs, subject to receiving funding.</p> | <p>We noted that PFM and RIA have a program in place to rectify non-compliant CT's. including a capital expenditure commitment.</p> <p>We recommend that PFM and RIA should also maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | <p>Yes.</p> <p>Metering survey checking and identifying all meters complete.</p> <p>RIA has a development plan underway to replace non-compliant CT metering units. Due December 2024 subject to funding.</p> <p>Refer to 05/2021 for further details.</p> |

2.6 Current audit non-compliances

Based on our examination of the relevant documents, discussion with staff and consideration of the results of this audit's observations against the compliance obligations, we confirmed the following during the current audit period:

- There were fifteen (15) non-compliances noted in the 2019 performance audit report.
- Of these, twelve (12) were resolved during the current audit period, leaving three (3) non-compliances unresolved from the previous audit period
- Two (2) new non-compliances were identified during the current audit period, giving a total of five (5) non-compliances which remain open at the end of the current audit period.

2.7 Scope and Objective

We have conducted a reasonable assurance audit in order to state whether, in our opinion, based on our procedures, RIA has complied, in all material respects, with the conditions of its Licence as outlined in the approved Audit Plan (dated 14 July 2021) during the period 1 April 2019 to 31 March 2021.

Our engagement was conducted in accordance with Australian Standard on Assurance Engagements ASAE 3100 Compliance Engagements, issued by the Australian Auditing and Assurance Standards Board and provides reasonable assurance as defined in ASAE 3100. The procedures we performed are described in more detail in section 2.7 below.

A reasonable assurance engagement in accordance with ASAE 3100 involves performing procedures to obtain evidence about the compliance with the conditions of the Licence. The nature, timing and extent of procedures selected depend on the assurance practitioner's professional judgement, including the assessment of the risks of material misstatement in compliance with the conditions of the Licence. In making those risk assessments, we considered internal controls in relation to compliance with the conditions of the Licence.

ASAE 3100 also requires us to comply with the relevant ethical requirements of the Australian professional accounting bodies. The ERA has summarised the requirements of the applicable legislation that it expects to be reported upon and included in the scope of this audit in the 2018 and 2020 Electricity Compliance Reporting Manual (Reporting Manual).

The Audit Plan approved by the ERA for this audit sets out RIA's Licence obligations confirmed to be included in the scope of the audit, along with the risk assessments and audit priority assigned to each licence obligation.

1.7 Approach

Our approach for this audit involved the following activities, which were undertaken during the period April to June 2021:

- Utilising the Guidelines and Reporting Manuals as a guide, developed a risk assessment, which involved discussions with key staff and document review to assess controls
- Developed an Audit Plan for approval by the ERA and an associated work program Interviews with relevant RIA staff to gain understanding of process controls (see Appendix A for staff involved)
- Reviewed relevant documentation and walked through processes and controls to assess overall compliance and effectiveness in accordance with Licence obligations (see Appendix A for reference listing)
- Sample tested relevant obligations (assessed as an audit priority 3 or 2) and where there was relevant activity, determine whether transactions complied with the requirements of the obligation
- Reporting of findings to RIA for review and response.

3 Summary of findings

Table 1 in section 2 above sets out the rating scale defined by the ERA in the Audit Guidelines for the assessment of the level of compliance with the condition of the License.

The remainder of this report provides:

- Summary of findings for the compliance obligations (at Table 4 below)
- Detailed findings, including relevant observation and recommendations (at section 4 below).

Table 4: Performance summary table - ratings

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|--|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| Type 1 Reporting Obligations for all Licence Types | | | | | | | | | | | | |
| 127 | Distribution Licence, condition 6.9.1 Integrated Regional Licence, condition 6.9.1 | 4 | ✓ | | | | | ✓ | | | | |
| 234 | Code of Conduct, clause 7.6 | 4 | | | | | ✓ | | | | | ✓ |
| 10 Electricity Industry (Obligation to Connect) Regulations – Licence Conditions and Obligations | | | | | | | | | | | | |
| 72 | Electricity Industry (Obligation to Connect) Regulations, regulation 4 | 4 | | | | | ✓ | | | | | ✓ |
| 73 | Electricity Industry (Obligation to Connect) Regulations, regulation 5(5) | 4 | | | | | ✓ | | | | | ✓ |
| 74 | Electricity Industry (Obligation to Connect) Regulations, regulation 5(6) | 4 | | | | | ✓ | | | | | ✓ |
| 75 | Electricity Industry (Obligation to Connect) Regulations, regulation 6 | 4 | | | | | ✓ | | | | | ✓ |
| 76 | Electricity Industry (Obligation to Connect) Regulations, regulation 7(1) | 4 | ✓ | | | | | | | | | ✓ |
| 77 | Electricity Industry (Obligation to Connect) Regulations, regulation 8 | 4 | ✓ | | | | | | | | | ✓ |
| 11 Electricity Industry (Customer Contracts) Regulations – Licence Conditions and Obligations | | | | | | | | | | | | |
| 78 | Electricity Industry Act, section 51 | 4 | ✓ | | | | | ✓ | | | | |
| 100 | Electricity Industry (Customer Contracts) Regulations, regulation 38 | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|---|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 12 Electricity Industry Act – Licence Conditions and Obligations | | | | | | | | | | | | |
| 101 | Electricity Industry Act, section 13(1) | 4 | | | | | ✓ | ✓ | | | | |
| 102 | Electricity Industry Act, section 14(1)(a) | 5 | | | | | ✓ | ✓ | | | | |
| 103 | Electricity Industry Act, section 14(1)(b) | 5 | | | | | ✓ | | | | | ✓ |
| 104 | Electricity Industry Act, section 14(1)(c) | 4 | | | | | ✓ | ✓ | | | | |
| 105 | Electricity Industry Act, section 17(1) Economic Regulation Authority (Licensing Funding) Regulations 2014 | 4 | | | | | ✓ | ✓ | | | | |
| 106 | Electricity Industry Act, section 31(3) | 4 | ✓ | | | | | | | | | ✓ |
| 108 | Electricity Industry Act, section 54(1) | 4 | | | | | ✓ | ✓ | | | | |
| 109 | Electricity Industry Act, section 54(2) | 4 | | | | | ✓ | | | | | ✓ |
| 111 | Electricity Industry Act, section 101 | 5 | | | | | ✓ | ✓ | | | | |
| 13 Electricity Licences – Licence Conditions and Obligations | | | | | | | | | | | | |
| 116 | Integrated Regional Licence, condition 6.4.2 Retail Licence, condition 6.4.2 | 5 | | | | | ✓ | | | | | ✓ |
| 117 | Integrated Regional Licence, condition 6.4.3 Retail Licence, condition 6.4.3 | 5 | | | | | ✓ | | | | | ✓ |
| 118 | Integrated Regional Licence, condition 6.5.1 Retail Licence, condition 6.5.1 | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|----------------------------------|--|----------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 119 | Distribution Licence, condition 4.3.1 Generation Licence, condition 4.3.1 Integrated Regional Licence, condition 4.3.1 Retail Licence, condition 4.3.1 Transmission Licence, condition 4.3.1 | 4 | | | | | ✓ | ✓ | | | | |
| 121 | Distribution Licence, condition 5.3.2 Generation Licence, condition 5.3.2 Integrated Regional Licence, condition 5.3.2 Retail Licence, condition 5.3.2 Transmission Licence, condition 5.3.2 | 4 | | | | | ✓ | ✓ | | | | |
| 122 | Distribution Licence, condition 5.1.5 Generation Licence, condition 5.1.5 Integrated Regional Licence, condition 5.1.5 Transmission Licence, condition 5.1.5 | 4 | | | | | ✓ | ✓ | | | | |
| 123 | Distribution Licence, condition 4.4.1 Generation Licence, condition 4.4.1 Integrated Regional Licence, condition 4.4.1 Retail Licence, condition 4.4.1 Transmission Licence, condition 4.4.1 | 4 | | | | | ✓ | | | | | ✓ |
| 124 | Distribution Licence, condition 4.5.1 Generation Licence, condition 4.5.1 Integrated Regional Licence, condition 4.5.1 Retail Licence, condition 4.5.1 Transmission Licence, condition 4.5.1 | 3 | ✓ | | | | | ✓ | | | | |
| 125 | Distribution Licence, condition 3.8.1 and 3.8.2 Generation Licence, condition 3.8.1 and 3.8.2 Integrated Regional Licence, condition 3.8.1 and 3.8.2 Retail Licence, condition 3.8.1 and 3.8.2 Transmission Licence, condition 3.8.1 and 3.8.2 | 4 | ✓ | | | | | ✓ | | | | |
| 126 | Distribution Licence, condition 3.7.1 Generation Licence, condition 3.7.1 Integrated Regional Licence, condition 3.7.1 Retail Licence, condition 3.7.1 Transmission Licence, condition 3.7.1 | 4 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|--|---|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 14 Code of Conduct – Licence Conditions and Obligations | | | | | | | | | | | | |
| Marketing | | | | | | | | | | | | |
| 130 | Code of Conduct, clause 2.2(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 4 | | | | | ✓ | ✓ | | | | |
| 131 | Code of Conduct, clause 2.2(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 3 | ✓ | | | | | | ✓ | | | |
| 132 | Code of Conduct, clause 2.3(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 4 | | | | | ✓ | | | | | ✓ |
| 133 | Code of Conduct, clause 2.3(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 4 | | | | | ✓ | | | | | ✓ |
| 135 | Code of Conduct, clause 2.3(5) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 4 | | | | | ✓ | | | | | ✓ |
| 137 | Code of Conduct, clause 2.4(2) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 4 | | | | | ✓ | ✓ | | | | |
| 138 | Code of Conduct, clause 2.5(1) Integrated Regional Licence, condition 6.3.1 Retail Licence, condition 6.3.1 | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|--------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| Billing | | | | | | | | | | | | |
| 145 | Code of Conduct, clause 4.1 | 4 | ✓ | | | | | ✓ | | | | |
| 146 | Code of Conduct, clause 4.2(1) | 4 | | | | | ✓ | | | | | ✓ |
| 147 | Code of Conduct, clause 4.2(2) | 4 | | | | | ✓ | | | | | ✓ |
| 148 | Code of Conduct, clause 4.2(3) | 4 | | | | | ✓ | | | | | ✓ |
| 149 | Code of Conduct, clause 4.2(4) | 4 | | | | | ✓ | | | | | ✓ |
| 150 | Code of Conduct, clause 4.2(5) | 4 | | | | | ✓ | | | | | ✓ |
| 151 | Code of Conduct, clause 4.2(6) | 4 | | | | | ✓ | | | | | ✓ |
| 152 | Code of Conduct, clause 4.3(1) | 4 | | | | | ✓ | | | | | ✓ |
| 153 | Code of Conduct, clause 4.3(2) | 4 | | | | | ✓ | | | | | ✓ |
| 154 | Code of Conduct, clause 4.4 | 4 | | | | | ✓ | ✓ | | | | |
| 155 | Code of Conduct, clause 4.5(1) | 3 | ✓ | | | | | | ✓ | | | |
| 156 | Code of Conduct, clause 4.5(3) | 4 | | | | | ✓ | | | | | ✓ |
| 157 | Code of Conduct, clause 4.6 | 4 | ✓ | | | | | ✓ | | | | |
| 158 | Code of Conduct, clause 4.7 | 5 | | | | | ✓ | ✓ | | | | |
| 159 | Code of Conduct, clause 4.8(1) | 3 | ✓ | | | | | | ✓ | | | |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|------------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 160 | Code of Conduct, clause 4.8(2) | 4 | | ✓ | | | | | | ✓ | | |
| 161 | Code of Conduct, clause 4.8(3) | 4 | ✓ | | | | | | | | | ✓ |
| 162 | Code of Conduct, clause 4.9 | 4 | ✓ | | | | | ✓ | | | | |
| 163 | Code of Conduct, clause 4.10 | 5 | | | | | ✓ | | | | | ✓ |
| 164 | Code of Conduct, clause 4.11(1) | 4 | | | | | ✓ | | | | | ✓ |
| 165 | Code of Conduct, clause 4.11(2) | 4 | | | | | ✓ | | | | | ✓ |
| 166 | Code of Conduct, clause 4.12(1) | 4 | | | | | ✓ | | | | | ✓ |
| 167 | Code of Conduct, clause 4.13 | 4 | | | | | ✓ | | | | | ✓ |
| 168 | Code of Conduct, clause 4.14(1) | 5 | | | | | ✓ | | | | | ✓ |
| 169 | Code of Conduct, clause 4.14(2) | 4 | | | | | ✓ | | | | | ✓ |
| 170 | Code of Conduct, clause 4.14(3) | 4 | | | | | ✓ | | | | | ✓ |
| 171 | Code of Conduct, clause 4.15 | 4 | | | | | ✓ | ✓ | | | | |
| 172 | Code of Conduct, clause 4.16(1)(a) | 3 | ✓ | | | | | | | | | ✓ |
| 173 | Code of Conduct, clause 4.16(1)(b) | 4 | | | | | ✓ | ✓ | | | | |
| 174 | Code of Conduct, clause 4.16(2) | 4 | | | | | ✓ | ✓ | | | | |
| 175 | Code of Conduct, clause 4.16(3) | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|--------------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 176 | Code of Conduct, clause 4.17(2) | 4 | | | | | ✓ | | | | | ✓ |
| 176A. | Code of Conduct, clause 4.17(3) | 5 | | | | | ✓ | | | | | ✓ |
| 177 | Code of Conduct, clause 4.18(2) | 5 | | | | | ✓ | | | | | ✓ |
| 178 | Code of Conduct, clause 4.18(3) | 4 | | | | | ✓ | | | | | ✓ |
| 179 | Code of Conduct, clause 4.18(4) | 5 | | | | | ✓ | | | | | ✓ |
| 180 | Code of Conduct, clause 4.18(6) | 5 | | | | | ✓ | | | | | ✓ |
| 181 | Code of Conduct, clause 4.18(7) | 5 | | | | | ✓ | | | | | ✓ |
| 182 | Code of Conduct, clause 4.19(1) | 4 | | | | | ✓ | | | | | ✓ |
| 183 | Code of Conduct, clause 4.19(2) | 5 | | | | | ✓ | | | | | ✓ |
| 184 | Code of Conduct, clause 4.19(3) | 4 | | | | | ✓ | | | | | ✓ |
| 185 | Code of Conduct, clause 4.19(4) | 5 | | | | | ✓ | | | | | ✓ |
| 186 | Code of Conduct, clause 4.19(7) | 5 | | | | | ✓ | | | | | ✓ |
| Payment | | | | | | | | | | | | |
| 187 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | |
| 188 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | |
| 189 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | Licence Condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|---|--------------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 190 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 193 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 194 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 197 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 198 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 199 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 201 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 201A. | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| Payment difficulties & financial hardship - As mentioned in the Post Audit Implementation plan for 2021, obligations under this section are not rated and not Applicable– There are no residential customers on Rottneest Island and Rottneest Island confirmed to the Authority in 2015 that it is not required to submit a Financial Hardship Policy | | | | | | | | | | | | | |
| Disconnection & interruption | | | | | | | | | | | | | |
| 229 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | | ✓ |
| 230 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | | ✓ |
| 232 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | | ✓ |
| 233 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | | ✓ |
| 234 | Electricity Industry Act, section 82 | 4 | | | | | | ✓ | | | | | ✓ |
| Reconnection | | | | | | | | | | | | | |
| 242 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | | ✓ |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|---|--------------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 244 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | | ✓ |
| Information & communication | | | | | | | | | | | | | |
| 272 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | ✓ | | | | |
| 273 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 274 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 275 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 276 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 277 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 278 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | | |
| 280 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | | |
| 281 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 282 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 283 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 284 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |
| 285 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | | ✓ |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|--|--------------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 286 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 287 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | |
| 288 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 289 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | ✓ | | | | |
| 290 | Electricity Industry Act, section 82 | 3 | ✓ | | | | | ✓ | | | | |
| 291 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 292 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | |
| 296 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 297 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| Complaints & Dispute resolution | | | | | | | | | | | | |
| 298 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | ✓ | | | | |
| 299 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | ✓ | | | | |
| 300 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | ✓ |
| 301 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | ✓ |
| 302 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|--------------------------------------|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 302 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | ✓ | | | | |
| 303 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 304 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| Reporting | | | | | | | | | | | | |
| 305 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | |
| 306 | Electricity Industry Act, section 82 | 3 | ✓ | | | | | ✓ | | | | |
| 307 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | ✓ | | | | |
| Service standard payments | | | | | | | | | | | | |
| 308 | Electricity Industry Act, section 82 | 4 | ✓ | | | | | | | | | ✓ |
| 310 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 312 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 313 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 314 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 315 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |
| 316 | Electricity Industry Act, section 82 | 4 | | | | | ✓ | | | | | ✓ |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|---|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 15 Electricity Industry Metering Code – Licence Conditions and Obligations | | | | | | | | | | | | |
| 319 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 320 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 321 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 322 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | | | | | ✓ |
| 323 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | ✓ |
| 325 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 326 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | ✓ | | | | | | | | | ✓ |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|---|---|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 327 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 328 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 330 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 331 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 332 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |
| 333 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 334 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|--|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 335 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | ✓ |
| 336 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | ✓ |
| 337 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 338 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | ✓ |
| 339 | Distribution Licence, condition 4.1.1 Generation Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Retail Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | | | | | ✓ |
| 340 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 341 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | ✓ | | | | | | | | ✓ |
| 342 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | | | ✓ | | | | | ✓ | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|---|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 343 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | | | ✓ | | | | | ✓ | | |
| 344 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 345 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | ✓ | | | | | | ✓ | | | |
| 349 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | | | ✓ | | | | | ✓ | | |
| 350 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | |
| 364 | Generation Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Retail Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | ✓ |
| 365 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |
| 366 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|----------------------------------|---|----------------|-----------------|---|---|---|----|------------|---|---|---|----|--|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 367 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 370 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 379 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | | ✓ | | | | |
| 380 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 381 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 382 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 385 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | ✓ | | | | | ✓ | | | | |
| 386 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|----------------------------------|---|----------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 387 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 403 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | | | | | | ✓ |
| 404 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 422 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |
| 426 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 427 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 428 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|--|--|----------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 429 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 430 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |
| 431 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |
| 432 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |
| 434 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 449 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | | | | | ✓ | | | | | | ✓ |
| 450 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 16 Electricity Industry (Network Quality and Reliability of Supply) Code – Licence Conditions and Obligations | | | | | | | | | | | | | |
| 462 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | ✓ | | | | | ✓ | | | | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|---|--|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 463 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | | | | | ✓ | | | | | | ✓ |
| 464 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | ✓ | | | | | ✓ | | | | | |
| 465 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | ✓ | | | | | ✓ | | | | | |
| 466 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | ✓ | | | | | | | | | | ✓ |
| 467 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 468 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | ✓ | | | | | ✓ | | | | | |
| 469 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 470 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 471 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | | |
|---|--|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|---|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR | |
| 477 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 5 | ✓ | | | | | ✓ | | | | | |
| 478 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 479 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 480 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | | | | | | ✓ |
| 481 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | | | | | | ✓ |
| 482 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | ✓ | | | | | ✓ | | | | | |
| 483 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | | |
| 483A. | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | ✓ | | | | | ✓ | | | | | |

| Licence Obligation Reference No. | Licence condition | Audit Priority | Controls Rating | | | | | Compliance | | | | |
|---|--|-------------------|-----------------|---|---|---|----|------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 483B. | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | |
| 484 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 4 | | | | | ✓ | ✓ | | | | |
| 485 | Distribution Licence, condition 4.1.1 Integrated Regional Licence, condition 4.1.1 Transmission Licence, condition 4.1.1 | 3 | | | | | ✓ | ✓ | | | | |

4 Detailed findings

This section has been structured in subsections for the relevant Codes and Regulations against which we assessed RIA’s compliance.

Assessment of compliance adequacy

- **Findings** – the auditor's understanding of the process and any issues that have been identified during the audit

The compliance and control adequacy rating have been summarised below for each sub-section below

Table 5: Detailed findings and recommendations

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observations | Recommendations | Controls Rating | Compliance Rating |
|---|---|----------------|--|-----------------|-----------------|-------------------|
| Type 1 Reporting Obligations for all Licence Types | | | | | | |
| 127 | A distributor must create and maintain a Priority Restoration Register. (Electricity Industry Act, section 11) | 4 | We inspected the "Restoration Priority Register Electrical Services Procedure" document. The document contains the various critical services with assigned priorities and the restoration feeder information which will be used in case of emergencies. We confirmed this document is current and was previously updated on 8 February 2021. | N/A. None noted | A | 1 |
| 234 | Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in clause 7.6 when arranging for disconnection or disconnecting a customer’s supply address. (Electricity Industry Act, section 82) | 4 | On enquiry with PFM, we confirmed that there were no disconnections requested by a customer during the audit period. A number of interruptions were carried out by PFM during the audit period and it was confirmed that these were due to either planned/unplanned outages for emergency reasons. The Power Outages 2019 - 2020_Password_dino document provides details of outages carried out during this period. PFM further added that this document covers the network reliability on Rottneest Island. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---|---|----------------|--|-----------------|-----------------|-------------------|
| 10 Electricity Industry (Obligation to Connect) Regulations – Licence Conditions and Obligations | | | | | | |
| 72 | A distributor must attach, or connect, premises to a distribution system if a retailer or customer takes prescribed action and the circumstances exist in regulation 5(1) of the Electricity Industry (Obligation to Connect) Regulations. (Electricity Industry (Obligation to Connect) Regulations, regulation 4) | 4 | <p>Through enquiry and system walkthrough, we determined that RIA has a distribution and connection manual in place. Although the manual does not specify the need for connection if customers take the prescribed action, we note there are limited premises on the island and all are attached to the distribution system.</p> <p>We further noted that no connections or disconnections were made during the audit period.</p> | N/A. None noted | N/P | N/R |
| 73 | A distributor that is obliged to attach, or connect, premises to the distribution system under regulation 4 of the Electricity Industry (Obligation to Connect) Regulations must extend the distribution system to a suitable connection point. (Electricity Industry (Obligation to Connect) Regulations, regulation 5(5)) | 4 | <p>Through enquiry and system walkthrough, we determined that RIA has a distribution and connection manual in place. In section 3.4 of the distribution and connection manual, it is stated that RIA as a distributor, is responsible for:</p> <ul style="list-style-type: none"> -Metering arrangements -Type of connection -Date of connection or disconnection <p>Section 9.7 (Connection arrangements) of RIA’s distribution and connection manual states that the customer’s HV installation shall commence at the PoS, which will be the connection point agreed between the customer and the Network Operator (Facility Manager). Hence the RIA manual covers the requirements of the obligation.</p> <p>We further noted that no extensions, connections or disconnections were made during the audit period.</p> | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|-----------------|-----------------|-------------------|
| 74 | The capacity and standard of an extension must be adequate for the supply required and in accordance with accepted good industry practice as would be applied by a prudent distributor. (Electricity Industry (Obligation to Connect) Regulations, regulation 5(6)) | 4 | <p>Through enquiry and system walkthrough, we determined that RIA has a distribution and connection manual in place. In section 3.4 of the distribution and connection manual, it is stated that RIA as a distributor, is responsible for:</p> <ul style="list-style-type: none"> -Metering arrangements -Type of connection -Date of connection or disconnection <p>Section 9.7 (Connection arrangements) of RIA's Distribution and Connection manual states that changes on the load/to the network must meet the standards stipulated by the Network Operator (Facility Manager), including but not limited to, power quality and general operational conditions for individual customers. Hence the RIA manual covers the requirements of the obligation.</p> <p>We further noted that no extensions, connections or disconnections were made during the audit period.</p> | N/A. None noted | N/P | N/R |
| 75 | A distributor that is obliged to attach, or connect, premises to the distribution system under regulation 4 of the Electricity Industry (Obligation to Connect) Regulations must do so within a defined timeframe. (Electricity Industry (Obligation to Connect) Regulations, regulation 6) | 4 | <p>Through enquiry and system walkthrough, we determined that RIA has a distribution and connection manual in place, which includes RIA's responsibility relating to the Electricity Industry (Obligation to Connect) Regulations. In section 3.4 of the distribution and connection manual, it is stated that RIA as a distributor, is responsible for:</p> <ul style="list-style-type: none"> -Metering arrangements -Type of connection -Date of connection or disconnection <p>Section 9.4.4.17 of RIA's Distribution and Connection manual states the estimated time frame and date for a connection shall be provided and agreed with the customer. Hence the RIA manual covers the requirements of the obligation.</p> <p>We further noted that no connections or disconnections were made during the audit period.</p> | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|--|-----------------|-----------------|-------------------|
| 76 | A distributor must energise premises in certain prescribed circumstances. (Electricity Industry (Obligation to Connect) Regulations, regulation 7(1)) | 4 | <p>Through our enquiry and system walkthrough, it was noted that RIA has in place, a "Distribution and Connection Manual" which includes RIA's responsibility relating to the "Electricity Industry (Obligation to Connect) Regulations". In section 3.4 of the Distribution and Connection Manual, RIA as a distributor is responsible for:</p> <ul style="list-style-type: none"> -Metering arrangements -Type of connection -Date of connection or disconnection <p>We further noted that no no premises were energised during the audit period.</p> | N/A. None noted | A | N/R |
| 77 | A distributor that is obliged to energise premises must do so within a defined timetable. (Electricity Industry (Obligation to Connect) Regulations, regulation 8) | 4 | <p>Through enquiry and system walkthrough, we determined that RIA has a distribution and connection manual in place, which includes RIA's responsibility relating to the Electricity Industry (Obligation to Connect) Regulations. In section 3.4 of the distribution and connection manual, it is stated that RIA as a distributor, is responsible for:</p> <ul style="list-style-type: none"> -Metering arrangements -Type of connection -Date of connection or disconnection <p>Section 9.4.4.17 of RIA's Distribution and Connection manual states the estimated time frame and date for energising a connection shall be provided and agreed with the customer.</p> <p>We further noted that no no premises were energised during the audit period</p> | N/A. None noted | A | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|--|--|----------------|--|------------------|-----------------|-------------------|
| 11 Electricity Industry (Customer Contracts) Regulations – Licence Conditions and Obligations | | | | | | |
| 78 | Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with that licensee approved standard form contract on the ERA's website. (Electricity Industry Act, section 51) | 4 | <p>On inquiry with RIA we noted that they have appointed Burgess Rawson since 2019, as their agent to administer and monitor all commercial and billing activities on the island.</p> <p>We observed Rottnest Island's Standard Form Contract on the Economic Regulation Authority website, which had been approved by ERA. We further inquired with Burgess Rawson and confirmed the Standard Form Contract was last amended in December 2016 (which is outside the audit period). No further amendments were noted in the audit period</p> | N/A - None noted | A | 1 |
| 100 | If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information. (Electricity Industry (Customer Contracts) Regulations, regulation 38) | 4 | On inquiry with Burgess Rawson, we noted that no new customers were added during the audit period. All customers on the island are given the current Standard Form Contract issued by Burgess Rawson. Furthermore, we also noted that the licensee did not become aware of customers taking supply of electricity at premises without entering into a contract for the supply during the audit period. We also sighted the Standard Form Contract For the supply of electricity on Rottnest Island to confirm appropriateness. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---|---|----------------|---|-----------------|-----------------|-------------------|
| 12 Electricity Industry Act – Licence Conditions and Obligations | | | | | | |
| 101 | A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months. (Electricity Industry Act, section 13(1)) | 4 | RIA has commissioned an independent auditor (PricewaterhouseCoopers) to provide a performance audit for the period 1 April 2019 to 31 March 2021. The previous performance audit was performed by PricewaterhouseCoopers in 2019 with the performance audit report published on the ERA website. | N/A. None noted | N/P | 1 |
| 102 | A licensee must provide for an asset management system. (Electricity Industry Act, section 14(1)(a)) | 5 | On inquiry with RIA, we noted that the RIA has in place, an asset management system (AMS) which has been reviewed by PricewaterhouseCoopers for the period 1 April 2019 - 31 March 2021 | N/A. None noted | N/P | 1 |
| 103 | A licensee must notify details of the asset management system and any substantial changes to it to the ERA. (Electricity Industry Act, section 14(1)(b)) | 5 | On enquiry with PFM, and RIA, we noted that RIA has advised that no substantial changes have been made to the asset management system during the audit period. | N/A. None noted | N/P | N/R |
| 104 | A licensee must provide the ERA with a report by an independent expert about the effectiveness of its asset management system every 24 months, or such longer period as determined by the ERA. (Electricity Industry Act, section 14(1)(c)) | 4 | RIA has commissioned an independent auditor (PricewaterhouseCoopers) to provide an Asset Management System Review for the period 1 April 2019 to 31 March 2021. The previous Asset Management System Review was performed by PricewaterhouseCoopers in 2019 with the report published on the ERA website. | N/A. None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|-----------------|-----------------|-------------------|
| 105 | A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014. (Economic Regulation Authority (Licensing Funding) Regulations 2014) | 4 | We obtained the system screenshot of the annual license fees paid to ERA by RIA for across the audit period, from their internal payment system, SAGE and reviewed a sample invoice (Invoice copy 102525). The annual license fees per the inspected invoice paid by RIA to ERA, were for the period 21 June 2020 to 20 June 2021. | N/A. None noted | N/P | 1 |
| 106 | A licensee must take reasonable steps to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause. (Electricity Industry Act, section 31(3)) | 4 | <p>The "RIA - Electrical - Service Recovery and Contingency Plan", the "Restoration Priority Register Electrical Services Procedure" and the "Emergency Response Management Plan" were inspected and confirmed documents outline the steps required to minimise the interruption of supply during unavoidable causes.</p> <p>We also obtained and reviewed the "FUSS Rottneest Facilities Utilities and Support Services Contract". This contract includes PFM's responsibilities regarding monitoring the operation of its electricity supply on the island.</p> <p>On enquiry with and document review with PFM, we further noted that there was no activity which involved accident, emergency, potential danger or other unavoidable cause.</p> | N/A. None noted | A | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|-----------------|-----------------|-------------------|
| 108 | A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non- standard form contract that complies with the Act. (Electricity Industry Act, section 54(1)) | 4 | Per inquiry with RIA and Burgess Rawson, we noted there are no residential customers on the Island. All RIA customers at Rottnest Island are supplied electricity under the "Rottnest Island Standard Form Contract for The Supply of Electricity". We note that the standard form contract complies with the Electricity Industry Act 2004 and has been approved by the Economic Regulation Authority as it is published on their website in the following URL: https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts . | N/A. None noted | N/P | 1 |
| 109 | A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified. (Electricity Industry Act, section 54(2)) | 4 | Per inquiry with RIA and Burgess Rawson, we noted that there was no direction from the ERA to amend the SFC (Standard Form Contract). We observed Rottnest Island's Standard Form Contract on the Economic Regulation Authority website, which had been approved by ERA. We further inquired with Burgess Rawson and confirmed the Standard Form Contract was last amended in December 2016 (which is outside the audit period). No further amendments were noted in the audit period. | N/A. None noted | N/P | N/R |
| 111 | A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme. (Electricity Industry Act, section 101) | 5 | We reviewed the Economic Regulation Authority website, noting that the Rottnest Island Authority is an authorised electricity licence holder in the following link: https://www.erawa.com.au/electricity/electricity-licensing/licence-holders Hence confirmed that RIA is able to supply electricity to small use customers. Further, we note that the Rottnest Island Authority is listed as a current member of the Energy and Water Ombudsman Western Australia, in the following link: http://www.ombudsman.wa.gov.au/ewowa/making_complaints/who_you_can_complain_about.htm Hence we are comfortable that RIA is able to supply electricity to small use customers. | N/A. None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---|---|----------------|--|-----------------|-----------------|-------------------|
| 13 Electricity Licences – Licence Conditions and Obligations | | | | | | |
| 116 | A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified. (Integrated Regional Licence, condition 6.4.2) | 5 | Please refer to obligation 109 above. The ERA has not directed RIA to review the standard form contract and therefore, no activity took place during the audit period. | N/A. None noted | N/P | N/R |
| 117 | A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review. (Integrated Regional Licence, condition 6.4.3) | 5 | Please refer to obligation 109 above. The ERA has not directed RIA to review the standard form contract and therefore, no activity took place during the audit period. | N/A. None noted | N/P | N/R |
| 118 | A licensee can only amend the standard form contract with the ERA's approval. (Integrated Regional Licence, condition 6.5.1) | 4 | Per inquiry with RIA, the standard form contract will only be amended with ERA approval. We note that the ERA has not directed RIA to review the standard form contract and therefore, no activity took place during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|--|-----------------|-----------------|-------------------|
| 119 | A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards. (Integrated Regional Licence, condition 4.3.1) | 4 | Per inquiry with RIA, and via inspection of the 2019-2020 annual report for the Rottnest Island Authority, we confirmed that reports comply with Australian Accounting Standards. We note that the 2020-2021 annual report has not yet been uploaded on the RIA website and therefore was not available for inspection at the time of the audit. | N/A. None noted | N/P | 1 |
| 121 | A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit. (Integrated Regional Licence, condition 5.3.2) | 4 | The licensee has specified and the auditor (PricewaterhouseCoopers) has documented in the 2021 Audit Plan its compliance with the ERA's guidelines. | N/A. None noted | N/P | 1 |
| 122 | A licensee must comply, and must require the licensee's expert to comply, with the relevant aspects of the ERA's standard audit guidelines for an asset management system review. (Integrated Regional Licence, condition 5.1.5) | 4 | The licensee has specified and the auditor (PricewaterhouseCoopers) has documented in the 2020-2021 Audit and Review Plan, its compliance with the ERA's guidelines. | N/A. None noted | N/P | 1 |
| 123 | In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was granted which may affect the licensee's ability to meet its obligations. (Integrated Regional Licence, condition 4.4.1) | 4 | Through inquiry and system walkthrough, it was noted there were no such changes in the 2018-2019, 2019-2020 and the 2020-2021 financial reports. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|-----------------|-----------------|-------------------|
| 124 | A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act. (Integrated Regional Licence, condition 4.5.1) | 3 | <p>Per inquiry with RIA, we noted that the Annual Compliance Report and Performance Report provided to ERA complied with the standards prescribed in the manner and time frame requested by the ERA.</p> <p>We further sighted the 'Licence and Compliance Register' spreadsheet maintained by RIA which ensures monitoring over this obligation.</p> <p>On enquiry with RIA we reviewed the email sent to ERA by RIA. This was sent to ERA on the 31 Aug 2020 and uploaded to RIA website on 8 Sep, 2020. This email contained the following reports:</p> <ul style="list-style-type: none"> - 2020 Electricity Licence Report Datasheet – Distribution - 2020 Electrical Retail Licence Performance Report Datasheet - 2020 Electrical Licence Reporting Datasheet – Network Quality Reliability Code - Rottnest Island Authority NQR Report 2019-2020 - Rottnest Island Authority Compliance Report – Electricity 2019-2020 | N/A. None noted | A | 1 |
| 125 | A licensee must publish any information as directed by the ERA to publish, within the timeframes specified. (Integrated Regional Licence, condition 3.8.1) | 4 | <p>Per inquiry with RIA, we noted that RIA maintains a Licence Compliance Register that identifies all information and as directed by the ERA to publish and required timeframes. PFM incorporates this into their FUSS Compliance and Licence Document to further ensure obligations are met on time.</p> <p>On enquiry with RIA we also reviewed the email sent to ERA by RIA. This was sent to ERA on the 31 Aug 2020 and published to RIA website on 8 Sep, 2020, per the time frames confirmed with ERA.</p> <p>This email contained the following reports:</p> <ul style="list-style-type: none"> - 2020 Electricity Licence Report Datasheet – Distribution - 2020 Electrical Retail Licence Performance Report Datasheet - 2020 Electrical Licence Reporting Datasheet – Network Quality Reliability Code - Rottnest Island Authority NQR Report 2019-2020 - Rottnest Island Authority Compliance Report – Electricity 2019-2020 | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|--|---|----------------|--|------------------|-----------------|-------------------|
| 126 | All notices must be in writing, unless otherwise specified. (Integrated Regional Licence, condition 3.7.1) | 4 | <p>All notices and correspondences between RIA and ERA have been in writing.</p> <p>On enquiry with RIA we also reviewed the email sent to ERA by RIA. This was sent to ERA on the 31 Aug 2020 and published to RIA website on 8 Sep, 2020</p> <p>This email contained the following reports:</p> <ul style="list-style-type: none"> - 2020 Electricity Licence Report Datasheet – Distribution - 2020 Electrical Retail Licence Performance Report Datasheet - 2020 Electrical Licence Reporting Datasheet – Network Quality Reliability Code - Rottnest Island Authority NQR Report 2019-2020 - Rottnest Island Authority Compliance Report – Electricity 2019-2020 | N/A. None noted | A | 1 |
| 14 Code of Conduct – Licence Conditions and Obligations | | | | | | |
| Marketing | | | | | | |
| 130 | A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1). (Code of Conduct, clause 2.2(1) Integrated Regional Licence, condition 6.3.1) | 4 | Through inquiry and system walkthrough, it was noted that RIA's standard form contracts are managed by Burgess Rawson. We noted further that signed standard form contract contains the date a copy is emailed to the customer at no charge immediately upon signing, therefore complying with clause 2.2(1) of the code. | N/A. None noted. | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|--|-----------------|-------------------|
| 131 | Subject to subclause 2.2(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 2.2(2) no later than on, or with, the customer's first bill. (Code of Conduct, clause 2.2(2) Integrated Regional Licence, condition 6.3.1) | 3 | <p>Per inquiry and through our system walkthrough with Burgess Rawson, it was noted that the relevant details listed within subclause 2.2(2) are included in RIA's Standard Form Contract. Prior to signing this contract, the customer is required to have read, signed and dated the contract. Testing was not performed over new customers as we note there have not been any new customers for the RIA in the audit period.</p> <p>We further note from the Post Audit Implementation Audit Plan 2021 that the required recommendations for this obligation were resolved in January 2020. Hence, we determined that RIA has been non-compliant for the period March 2019 - December 2019.</p> <p>In prior year audit findings it was noted that the 24 hour emergency contact number was not updated on the invoices. A redesign on invoices was done in January 2020. Burgess Rawson are now the property managers for RIA and their invoices are compliant with requirements of this obligation.</p> | The non-compliance was resolved during the audit period, therefore a recommendation has not been made. No further action required. | A | 2 |
| 132 | A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.3(1). (Code of Conduct, clause 2.3(1) Integrated Regional Licence, condition 6.3.1) | 4 | We noted via inquiry and system walkthrough with Burgess Rawson that no non-standard contracts are issued by RIA. | N/A. None noted. | N/P | N/R |
| 133 | A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering a non-standard contract. (Code of Conduct, clause 2.3(2) Integrated Regional Licence, condition 6.3.1) | 4 | We noted via inquiry and system walkthrough with Burgess Rawson that no non-standard contracts are issued by RIA. | N/A. None noted. | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 135 | Subject to subclause 2.3(3), a retailer or electricity marketing agent must obtain the customer's verifiable consent that the specified information in subclause 2.3(2) and 2.3(4), as applicable, has been provided. (Code of Conduct, clause 2.3(5) Integrated Regional Licence, condition 6.3.1) | 4 | We noted via enquiry and system walkthrough with Burgess Rawson that no non-standard contracts are issued by RIA. | N/A. None noted. | N/P | N/R |
| 137 | A retailer or electricity marketing agent must provide contact details, including a telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints. (Code of Conduct, clause 2.4(2) Integrated Regional Licence, condition 6.3.1) | 4 | On enquiry with Burgess Rawson we observed a sample invoice provided. It was noted that the RIA's phone number, website details and physical location are clearly located on every RIA Standard Form Contract and the Tax Invoice issued by Burgess Rawson to the commercial customers on the island. These details are further freely available on RIA's website. It was further noted that on the Standard Form Contracts and website, RIA's office hours are 8.30am - 4.15pm Monday to Friday. We also confirmed compliance with the requirements per the Code through walkthrough evidence of one invoice selected within the audit period. | N/A. None noted. | N/P | 1 |
| 138 | A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1). (Code of Conduct, clause 2.5(1) Integrated Regional Licence, condition 6.3.1) | 4 | On enquiry with Burgess Rawson we confirmed that RIA did not contact a customer for the purposes of marketing. | N/A. None noted. | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| Billing | | | | | | |
| 145 | A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1. (Code of Conduct, clause 4.1) | 4 | Per inquiry with Burgess Rawson it was noted that Burges Rawson bills RIA's 24 customers on a monthly basis. This has been consistent throughout the entire audit period. We further observed and reviewed the Tenant Reconciliation 1 April 2019 - 31 March 2021" data which showed the billing history from Burgess Rawson, ensuring billing has occurred on a monthly basis. | N/A. None noted. | A | 1 |
| 146 | For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice if, prior to placing a customer on a shortened billing cycle, the retailer advises the customer of the information specified in subclause 4.2(1). (Code of Conduct, clause 4.2(1)) | 4 | On enquiry and system walkthrough with Burgess Rawson and RIA, we noted that no customers were placed on a shortened billing cycle. | N/A. None noted. | N/P | N/R |
| 147 | If a residential customer informs a retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship, the retailer must not place that customer on a shortened billing cycle without that customer's verifiable consent. (Code of Conduct, clause 4.2(2)) | 4 | Through enquiry with PFM it was confirmed that RIA does not have any residential customers. It was further noted that financial hardship requirements have been applicable due COVID-19, during the audit period. However, Burgess Rawson confirmed they have not placed a customer experiencing financial hardship on a shortened billing cycle within the audit period. There are no formal policy documents in place relating to a situation where customers are experiencing financial hardship, and this is deemed appropriate due to the small number of customers and the fact that these are commercial. | N/A. None noted. | N/P | N/R |

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| 148 | A retailer must give a customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision. (Code of Conduct, clause 4.2(3)) | 4 | Please see obligations 146 as above. | N/A. None noted. | N/P | N/R |
| 149 | A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days. (Code of Conduct, clause 4.2(4)) | 4 | Please see obligations 146 as above. | N/A. None noted. | N/P | N/R |
| 150 | On request, a retailer must return a customer who is subject to a shortened billing cycle to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date. (Code of Conduct, clause 4.2(5)) | 4 | Please see obligations 146 as above. | N/A. None noted. | N/P | N/R |
| 151 | A retailer must inform a customer, who is subject to a shortened billing cycle, at least every 3 months about the conditions upon which the customer can be returned to the previous billing cycle. Code of Conduct, clause 4.2(6)) | 4 | Please see obligations 146 as above. | N/A. None noted. | N/P | N/R |

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| 152 | Notwithstanding clause 4.1, on receipt of a request by a customer, a retailer may provide the customer with a bill that reflects a bill-smoothing arrangement with respect to any 12 month period. (Code of Conduct, clause 4.3(1)) | 4 | Per inquiry with Burgess Rawson, it was noted that they have not provided any bill smoothing arrangements to RIA's 24 customers during the audit period. | N/A. None noted. | N/P | N/R |
| 153 | If a retailer provides a customer with a bill under a bill- smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met. (Code of Conduct, clause 4.3(2)) | 4 | Please refer to obligation 152 above. | N/A. None noted. | N/P | N/R |
| 154 | A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address. (Code of Conduct, clause 4.4) | 4 | Through inquiry with Burgess Rawson, it was noted that all 24 customers of Rottnest Island are sent their bills via email. We further reviewed a full listing of email addresses for each of the 24 customers directly from Burgess Rawson's CMS accounting system to confirm existence. | N/A. None noted. | N/P | 1 |

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| 155 | A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise. (Code of Conduct, clause 4.5(1)) | 3 | <p>Per inquiry and through our system walkthrough with Burgess Rawson, it was noted that the relevant details listed within sub clause 4.5(1) are included in RIA's Standard Form Contract. Prior to signing this contract, the customer is required to have read, signed and dated the contract. Testing was not performed over new customers as we note there have not been any new customers for the RIA in the audit period.</p> <p>We further note from the Post Audit Implementation Audit Plan 2021 that the required recommendations for this obligation were resolved in November 2019. Hence, we determined that RIA has been non-compliant for the period April 2019 - October 2019.</p> <p>In prior year audit findings it was noted that the 24 hour emergency contact number was not updated on the invoices. A redesign on invoices was done in January 2020. Burgess Rawson are now the property managers for RIA and their invoices are compliant with requirements of this obligation.</p> | The non-compliance was resolved during the audit period, therefore a recommendation has not been made. No further action required. | A | 2 |
| 156 | If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with, or on the customer's next bill. (Code of Conduct, clause 4.5(3)) | 4 | Per inquiry and system walkthrough with Burgess Rawson, it was noted that they did not bill any of RIA's 24 customers for historical debt, during the audit period from 1 April 2019-31 March 2021. | N/A. None noted. | N/P | N/R |

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| 157 | <p>Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following:</p> <ul style="list-style-type: none"> · the distributor's or metering agent's reading of the meter at the customer's supply address; · the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or · if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law. (Code of Conduct, clause 4.6) | 4 | <p>Through our inquiry and system walkthrough with Burgess Rawson, it was noted that Burgess Rawson bases its monthly bills to RIA's 24 customers, on meter readings performed on a monthly basis by PFM staff. Burgess Rawson do not obtain customer readings, and we further noted that there are no Type 7 meters on Rottnest Island during the audit period.</p> <p>The meter readings are captured onsite by third party (Energy Tech) electricians appointed by PFM. They capture the meter reading data (e.g. pictures and readings) and upload it via an internal software, Maximo, which is maintained by PFM. This data is then passed onto Burgess Rawson through the RIA.</p> <p>Burgess Rawson also maintains a separate 'Meter Read Spreadsheet' which contains listings and data of all customer meters on the island. Burgess Rawson will use this data from the Meter Read Spreadsheet which is then used to bill the customers. We obtained supporting documentation from Burgess Rawson in the form of invoices, and PFM in the form of the Monthly Meter Reading Procedure, as well as meter readings for the audit period. We further obtain a listing from the metering database, which demonstrates how all meter connections are Type 5 and 6 during the audit period.</p> | N/A. None noted. | A | 1 |

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| 158 | Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure that the meter reading data is obtained as frequently as required to prepare its bills. (Code of Conduct, clause 4.7) | 5 | <p>Per inquiry and system walkthrough with Burgess Rawson, it was noted that PFM is responsible for all monthly meter reading for RIA's 24 customers. PFM has consistently provided metering data in a timely manner throughout the audit period. As Burgess Rawson prepares monthly invoices, PFM undertakes monthly meter readings.</p> <p>It was noted that in the event PFM is unable to obtain a meter reading for one particular month, Burgess Rawson will raise the electricity amount owing as \$0 on the customer's invoice for that particular month. This will then be rectified in the following month's invoice, with both month's amounts being recognised. This is not deemed an estimated bill as no fee is being charged on the invoice.</p> <p>PFM will provide metering data to Energy Tech, an independent third party, who transform the data into a readable excel spreadsheet. This is then provided to Burgess Rawson who input it into their invoicing system to generate a customer invoice.</p> | N/A. None noted. | N/P | 1 |

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|---------|--|----------------|--|--|-----------------|-------------------|
| 159 | If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill. (Code of Conduct, clause 4.8(1)) | 3 | <p>Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing.</p> <p>Historical data from the metering spreadsheet is used for billing, by using a 12-month average of the previous year. Meter readings for these bills are conducted and information of these readings is provided to customers if they request it. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted via a credit in the next billing cycle.</p> <p>On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020 we noted that the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316).</p> <p>Estimation procedures are covered under section 7.4 of the Standard Form Contract of RIA.</p> <p>Accordingly, we conclude that the control activity is being performed appropriately, without any issues or complaints noted from the customer, i.e The Anglican Church property.</p> <p>We further note that there was a previous non-compliance reported that estimation billing was not available to customers. This observation was resolved in November 2019. Hence we can conclude that RIA was non-compliant between April 2019 - October 2019.</p> | The non-compliance was resolved during the audit period, therefore a recommendation has not been made. No further action required. | A | 2 |

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| 160 | In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2). (Code of Conduct, clause 4.8(2)) | 4 | <p>As per the Code of Conduct clause 4.8(2), Estimations, if a retailer bases a bill upon an estimation, the retailer must clearly specify on the customer's bill that—</p> <ul style="list-style-type: none"> (a) the retailer has based the bill upon an estimation; (b) the retailer will tell the customer on request— <ul style="list-style-type: none"> (i) the basis of the estimation; and (ii) the reason for the estimation; and (c) the customer may request— <ul style="list-style-type: none"> (i) a verification of energy data; and (ii) a meter reading <p>Per inquiry with Burgess Rawson and observation of two (2) estimation invoices and electricity summary documents charged to the Anglican Church Property, we noted that the 'reason for estimation' was not specified in the documents.</p> <p>Estimation procedures are covered under section 7.4 of the Standard Form Contract of RIA. However, the reasons for estimation are not referred to in the Standard Form Contract.</p> | <p>01/2021</p> <p>RIA to incorporate reason for providing estimation on all invoices and the Standard Form Contract (section 7.4) which use estimation, for their customers.</p> | B | 3 |
| 161 | On request, a retailer must inform a customer of the basis and the reason for the estimation. (Code of Conduct, clause 4.8(3)) | 4 | <p>On enquiry with Burgess Rawson we noted that there were no requests made by the customer (Anglican Church property) requesting the reasons for estimation billing of their invoice. Estimation procedures are covered under section 7.4 of the Standard Form Contract of RIA.</p> | N/A. None noted | A | N/R |

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| 162 | In accordance with clause 4.19, if a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading. (Code of Conduct, clause 4.9) | 4 | On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020, we noted that the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316). Estimation procedures are covered under section 7.4 of the Standard Form Contract of RIA. Based on the observation evidence and enquiry with Burgess Rawson, we determine that RIA have been compliant with this obligation. | N/A. None noted | A | 1 |
| 163 | If a customer satisfies the requirements specified in subclause 4.10, a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading. (Code of Conduct, clause 4.10) | 5 | Per inquiry with Burgess Rawson and observation of an invoice sample, we reviewed the corresponding email sent from the customer to Burgess Rawson for requesting access to meter reading photographs. We further confirmed that all customers provided access to the meter and therefore bills were not based on an estimate because a customer failed to provide access to the meter. | N/A. None noted | N/P | N/R |
| 164 | If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so. (Code of Conduct, clause 4.11(1)) | 4 | Per inquiry with Burgess Rawson and PFM, we noted that no meter tests were requested. In case a customer requests a meter to be tested, Burgess Rawson will request PFM to provide a picture of the meter and investigate further as required. | N/A. None noted | N/P | N/R |

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| 165 | If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer. (Code of Conduct, clause 4.11(2)) | 4 | Please refer to obligation 165 above. | N/A. None noted | N/P | N/R |
| 166 | If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff and demonstrates to the retailer that they satisfy the conditions of eligibility, a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions. (Code of Conduct, clause 4.12(1)) | 4 | Per inquiry and system walkthrough with Burgess Rawson, it was noted that the RIA does not offer alternative tariffs to customers. As such, no customers have applied for an alternative tariff in the audit period. We obtained a listing of tariffs during the audit period, noting that the process is consistent for all customers, and is reviewed and updated on an annual basis only. We observed the 'Utility, tariffs, fees & charges register; for 2020/21 and 2019/20 to confirm that alternative tariffs were not issued to customers on the island | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 167 | If a customer's electricity use changes, and the customer is no longer eligible to continue to receive an existing more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff. (Code of Conduct, clause 4.13) | 4 | Please refer to obligation 166 above. | N/A. None noted | N/P | N/R |
| 168 | If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request. (Code of Conduct, clause 4.14(1)) | 5 | Through our enquiry and system walkthrough with Burgess Rawson, it was noted that no customers vacated the Island. Per inquiry and system walkthrough with Burgess Rawson, it was noted that there was a situation where a swap of tenancy occurred during the audit period. We observed the 'final bill' and confirmed they were not required to pay following the swap. We note that the final bill was not requested by the customer, it was directly issued by Burgess Rawson. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 169 | Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time. (Code of Conduct, clause 4.14(2)) | 4 | Please refer to obligation 168 above. | N/A. None noted | N/P | N/R |
| 170 | If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2). (Code of Conduct, clause 4.14(3)) | 4 | Please refer to obligation 168 above. | N/A. None noted | N/P | N/R |

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| 171 | <p>A retailer must review a customer's bill on request by the customer, subject to the customer paying:</p> <ul style="list-style-type: none"> · that portion of the bill under review that the customer and a retailer agree is not in dispute; or · an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute) and · any future bills that are properly due. (Code of Conduct, clause 4.15) | 4 | <p>Per inquiry with Burgess Rawson, we noted that during the audit period, there was one request from a customer to review their bill. Burgess Rawson only receives requests to review bills for the Anglican Church property as their invoicing is based on estimation. Subsequently, the customer paid the bill amount owing with no further proceedings or action required. In the email correspondence between Burgess Rawson and the customer, Burgess Rawson advised the customer that they could request a meter test in accordance with the Code of Conduct.</p> <p>Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing.</p> <p>Historical data from the metering spreadsheet is used for billing, using a 12-month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted via a credit in the next billing cycle.</p> <p>On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020, the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316).</p> <p>We further reviewed the internal complaints register to confirm that no other requests for meter review occurred during the audit period.</p> | N/A. None noted | N/P | 1 |

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| 172 | <p>If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount.</p> <p>The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes. (Code of Conduct, clause 4.16(1)(a))</p> | 3 | <p>Per inquiry with Burgess Rawson and also as mentioned in obligation 171, we noted that during the audit period, there was one request from a customer to review their bill, however, there were no instances noted where a customer had to repay the bill.</p> <p>Historical data from the metering spreadsheet is used for billing, using a 12-month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted via a credit in the next billing cycle.</p> <p>We note the Anglican Church meter billing the adjusted invoice (#2316) contained a credit to the customer and did not require the customer to repay the unpaid amount after the retailer had reviewed the bill, since the credit amount was adjusted by the retailer in the next billing cycle.</p> <p>We further reviewed the internal complaints register to confirm that no other requests for meter review occurred during the audit period and also note that RIA have the Utilities Customer Complaints Procedure document handling customer complaints.</p> | N/A. None noted | A | N/R |
| 173 | <p>If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18. (Code of Conduct, clause 4.16(1)(b))</p> | 4 | <p>Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing.</p> <p>Historical data from the metering spreadsheet is used for billing, by using a 12-month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted via a credit in the next billing cycle.</p> <p>On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316).</p> | N/A. None noted | N/P | 1 |

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| 174 | A retailer must inform a customer of the outcome of the review of a bill as soon as practicable. (Code of Conduct, clause 4.16(2)) | 4 | On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020, the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316). All correspondence and adjustments were completed within the stipulated time frame of 20 days. | N/A. None noted | N/P | 1 |
| 175 | If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must provide the customer with notification of the status of the review as soon as practicable. (Code of Conduct, clause 4.16(3)). | 4 | On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020, the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316). All correspondence and adjustments were completed within the stipulated time frame of 20 days. Per enquiry with RIA and Burgess Rawson, there were no instances noted where RIA did not inform the customer of the outcome of a bill within 20 business days. | N/A. None noted | N/P | N/R |
| 176 | If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified. (Code of Conduct, clause 4.17(2)) | 4 | Through our enquiry and system walkthrough with Burgess Rawson, it was noted, during the audit period, no recovery of amounts from a customer had occurred due to, an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective). | N/A. None noted | N/P | N/R |

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| 176 A. | A retailer may charge a customer interest on the undercharged amount or require the customer to pay a late fee, if the conditions in clause 4.17(3) are met. | 5 | Through our enquiry and system walkthrough with Burgess Rawson, it was noted that this has not occurred during the audit period. | N/A. None noted | N/P | N/R |
| 177 | <p>If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect, or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must:</p> <ul style="list-style-type: none"> · use its best endeavours to inform the customer within 10 business days of the retailer becoming aware of the error, defect, or default; and · subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions for the credit or repayment of the amount. (Code of Conduct, clause 4.18(2)) | 5 | Per inquiry and system walkthrough with Burgess Rawson, it was noted that this has not occurred during the audit period. There have been no new or vacated customers on the island. | N/A. None noted | N/P | N/R |

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| 178 | A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions. (Code of Conduct, clause 4.18(3)) | 4 | Per inquiry with Burgess Rawson, it was confirmed that there were no instances where a customer was overcharged and a subsequent refund was made during the audit period. We further reviewed the Electrical Customer Complaints Reporting Register and confirmed there were no customer complaints regarding overcharging of a bill. | N/A. None noted | N/P | N/R |
| 179 | If instructions regarding repayment of an overcharged bill are not received within 20 business days of a retailer making the request, a retailer must use reasonable endeavours to credit the amount overcharged to a customer's account. (Code of Conduct, clause 4.18(4)) | 5 | Please refer to obligation 178 above. | N/A. None noted | N/P | N/R |
| 180 | Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6). (Code of Conduct, clause 4.18(6)) | 5 | Please refer to obligation 178 above. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 181 | A retailer may, by giving the customer written notice, use an amount overcharged to set off a debt owed to the retailer, provided that the customer is not a residential customer experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with the amount of credit in accordance with subclauses 4.18(2) or 4.18(6), as applicable. (Code of Conduct, clause 4.18(7)) | 5 | Please refer to obligation 178 above. | N/A. None noted | N/P | N/R |
| 182 | If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of a customer, the retailer must comply with the requirements specified in subclause 4.19(1). (Code of Conduct, clause 4.19(1)) | 4 | On enquiry with Burgess Rawson we noted that there have not been any amounts recovered from customers during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 183 | If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the adjustment is an amount owing to the customer, the retailer must: <ul style="list-style-type: none"> · use its best endeavours to inform the customer within 10 business days; and · subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount. (Code of Conduct, clause 4.19(2)) | 5 | Through our enquiry and system walkthrough with Burgess Rawson, it was noted that Burgess Rawson has not informed any customers of adjustments to their bills during the audit period. | N/A. None noted | N/P | N/R |
| 184 | If a retailer receives instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions. (Code of Conduct, clause 4.19(3)) | 4 | Per inquiry and system walkthrough with Burgess Rawson, it was noted that Burgess Rawson has not informed any customers of adjustments to their bills during the audit period. It was further confirmed with Burgess Rawson and RIA, that if this were to occur, the customer is given a credit or a refund on the same day. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 185 | If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account. (Code of Conduct, clause 4.19(4)) | 5 | Refer to 184 above. Customers would be notified and a credit would be processed on the same day should this occur. We note this has not occurred during the audit period. | N/A. None noted | N/P | N/R |
| 186 | A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or, if the amount is less than \$100, subclause 4.19(5). (Code of Conduct, clause 4.19(7)) | 5 | Per inquiry and system walkthrough with Burgess Rawson, it was noted that Burges Rawson has not informed any customers of adjustments to their bills during the audit period. It was further confirmed that if the customer were unable to pay the adjustment upfront, Burgess Rawson would approach RIA and offer the customer a payment plan. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| Payment | | | | | | |
| 187 | The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer. (Code of Conduct, clause 5.1) | 4 | <p>Per inquiry and system walkthrough with Burgess Rawson, it was confirmed that all bills sent to customers are due at least 12 business days from their dispatch date.</p> <p>We reviewed a sample of two invoices and noted that for both invoices the due date was over 12 days from dispatch date.</p> | N/A. None noted | N/P | 1 |
| 188 | Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2. (Code of Conduct, clause 5.2) | 4 | <p>Through our enquiry and system walkthrough with Burgess Rawson, it was confirmed that all bills sent to customers include several payment terms on the invoice:</p> <ol style="list-style-type: none"> 1. BPay 2. Debit/Credit cards 3. EFT 4. Cash or Cheque <p>We further noted that information required is made available on invoices to customers to pay by the methods stipulated in clause 5.2 i.e. provide telephone number, bpay option, mailing address for cheques and an in person payment address. There are no residential customers on the island therefore a Centrepay option is not required.</p> <p>We reviewed a sample of one invoice and confirmed payment terms were clearly offered on the first page of the invoice.</p> | N/A. None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 190 | Upon request, a retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. Subject to clause 6.9, and unless otherwise agreed with a customer, the minimum amount for an advance payment that a retailer will accept is \$20.(Code of Conduct, clause 5.4) | 4 | Through inquiry and system walkthrough with Burgess Rawson, it was noted that it is rare for customers to pay their electricity bills in advance. We further confirmed this by reviewing the tenant reconciliation which shows all payments during the current audit period and confirmed this had not occurred. | N/A. None noted | N/P | N/R |
| 193 | If a retailer has charged a late payment fee in the circumstances set out in subclause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill. (Code of Conduct, clause 5.6(2)) | 4 | Per inquiry and system walkthrough with Burgess Rawson, it was noted that Burgess Rawson and RIA have not charged a late payment fee to any of Rottnest Island's 24 customers during the audit period. We further confirmed this by reviewing the tenant reconciliation which shows all payments during the audit period. | N/A. None noted | N/P | N/R |
| 194 | A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice. (Code of Conduct, clause 5.6(3)) | 4 | Please refer to obligation 193 above. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 197 | A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1). (Code of Conduct, clause 5.7(1)) | 4 | Per inquiry with Burgess Rawson, we noted that no customers have vacated the Island within the audit period. | N/A. None noted | N/P | N/R |
| 198 | If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer. (Code of Conduct, clause 5.7(2)) | 4 | Through our enquiry and system walkthrough with Burgess Rawson, it was noted that no customers vacated the Island. Per inquiry and system walkthrough with Burgess Rawson, it was noted that there was a situation where a swap of tenancy occurred during the audit period. We observed the 'final bill' and confirmed they were not required to pay following the swap. We note that the final bill was not requested by the customer, it was directly issued by Burgess Rawson. | N/A. None noted | N/P | N/R |
| 199 | Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4). (Code of Conduct, clause 5.7(4)) | 4 | Please refer to obligation 198 above. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 201 | A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered a contract for the supply of electricity to that supply address. (Code of Conduct, clause 5.8(2)) | 4 | Per enquiry with RIA and Burgess Rawson, we confirmed that there were no instances noted where a debt was required to be recovered during the audit period. | N/A. None noted | N/P | N/R |
| 201 A | A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other customer's verifiable consent to the transfer. (Code of Conduct, clause 5.8(3)) | 4 | Per inquiry with Burgess Rawson, we confirmed that there were no customer debts requiring transfer during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| Payment difficulties & financial hardship - <i>We noted from the Post Audit Implementation Plan 2021 that this section contains obligations that are deemed not applicable to RIA.</i> | | | | | | |
| Disconnection & interruption | | | | | | |
| 229 | Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c). (Code of Conduct, clause 7.1(1)) | 4 | Per inquiry with PFM, we confirmed that there have been no disconnections for failure to pay a bill during the audit period. There have only been planned outages for maintenance reasons per the Power Outages 2019 - 2020 register. Disconnection requirements are outlined in the Standard Form Contract and these are in line with the Code of Conduct requirements. The disconnection process is further outlined in the Rottnest Distribution and Connection Manual. | N/A. None noted | A | N/R |
| 230 | A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 7.2(1). (Code of Conduct, clause 7.2(1)) | 4 | Please refer to obligation 229 above. | N/A. None noted | A | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 232 | Unless the conditions specified in subclause 7.4(1) are satisfied, a retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter. (Code of Conduct, clause 7.4(1)) | 4 | <p>Refer to obligation 229 above.</p> <p>Per inquiry with PFM we confirmed that there have been no disconnections for denying access to a meter, during the audit period. There have only been planned outages for maintenance reasons as reviewed in the Power Outages 2019 - 2020 register.</p> <p>Disconnection requirements are outlined in the Standard Form Contract and these are in line with the Code of Conduct requirements. The disconnection process is further outlined in the Rottnest Distribution and Connection Manual.</p> | N/A. None noted | A | N/R |
| 233 | A distributor who disconnects or interrupts a customer's supply address for emergency reasons must provide a 24-hour emergency line and use its best endeavours to restore supply as soon as possible. (Code of Conduct, clause 7.5) | 4 | We inspected the Standard Form Contract Supply of Electricity Document and confirmed it has outlined that in the case of an emergency where the supply of electricity has been cut, RIA will attempt to reinstate electricity as soon as possible. We noted in a sample of a Tax Invoice provided by Burgess Rawson, that there is a 24-hour Emergency Helpline number available to customers. Burgess Rawson and RIA will email the customers prior to any planned or unplanned interruptions or disconnections. | N/A. None noted | A | N/R |
| 234 | Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in subclauses 7.6(1)-(2) when arranging for disconnection or disconnecting a customer's supply address. (Code of Conduct, clause 7.6) | 4 | On enquiry with PFM, we confirmed that there were no complaints raised by a customer during the audit period relating to proposed disconnections, nor were there any disconnections to customer supply. There were some planned outages for maintenance purposes, which were compliant with the requirements of the Code of Conduct, clause 7.6. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| Reconnection | | | | | | |
| 242 | A retailer must arrange to reconnect a customer's supply address if the customer remedies their breach, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or accepts an offer of an instalment plan for the retailer's reasonable charges. (Code of Conduct, clause 8.1(1)) | 4 | <p>It was confirmed that there have been no reconnections as there were no customers that were disconnected or failed to pay charges during the audit period.</p> <p>We further confirmed that the reconnection requirements are outlined in the Standard Form Contract and these are in line with the Code of Conduct requirements. The reconnection process is further outlined in the Rottnest Island Distribution and Connection Manual.</p> | N/A. None noted | A | N/R |
| 244 | A distributor must reconnect the customer's supply address on the request of a retailer within the timeframes specified in subclause 8.2(2). (Code of Conduct, clause 8.2) | 4 | <p>It was confirmed that there have been no disconnections or reconnections during the audit period, apart from disconnections/reconnections during planned outages as per the Outages Register 2019-2020.</p> <p>We further confirmed that the reconnection requirements are outlined in the Standard Form Contract and these are in line with the Code of Conduct requirements. The reconnection process is further outlined in the Rottnest Island Distribution and Connection Manual.</p> | N/A. None noted | A | N/R |
| Information & communication | | | | | | |
| 272 | A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later than the next bill in the customer's billing cycle. (Code of Conduct, clause 10.1(1)) | 4 | <p>Through our inquiry and system walkthrough with Burgess Rawson, it was noted that during the audit period and consistent with prior years, Tariffs on Rottnest Island are reviewed annually. The Standard Form Contract covers the regulation around notice of tariff changes given to RIA's customers.</p> <p>There are no further variations in Tariffs. Annually, the RIA will send an email to all customers including the details of traded changes. We reviewed the 'Utility, Tariff, Fees and Charges' for 2019, 2020 and 2021 from Burgess Rawson, as well as the invoice of one customer, confirming that the electricity tariff showed no variation. We note that there are no alternative tariffs available to customers on Rottnest Island.</p> | N/A. None noted | A | 1 |

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| 273 | On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees and charges, including any alternative tariffs that may be available to that customer. (Code of Conduct, clause 10.1(2)) | 4 | Please refer to obligation 272 above. We note during the period no further information on tariffs was requested by RIA customers. | N/A. None noted | N/P | N/R |
| 274 | A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing. (Code of Conduct, clause 10.1(3)) | 4 | Please refer to obligation 273 above. Tariff information is provided annually to customers. We note during the period no further information on tariffs was requested by RIA customers. | N/A. None noted | N/P | N/R |
| 275 | On request, a retailer must provide a non-contestable customer with their billing data. (Code of Conduct, clause 10.2(1)) | 4 | It was confirmed with Burgess Rawson that no requests for billing data were made by non-contestable customers during the audit period. | N/A. None noted | N/P | N/R |

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| 276 | If a non-contestable customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with a retailer, the retailer must provide the data at no charge. (Code of Conduct, clause 10.2(2)) | 4 | Please refer to obligation 275 above. | N/A. None noted | N/P | N/R |
| 277 | A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request, or on payment of the retailer's reasonable charge for providing this data. (Code of Conduct, clause 10.2(3)) | 4 | Please refer to obligation 275 above. | N/A. None noted | N/P | N/R |
| 278 | A retailer must keep a non-contestable customer's billing data for 7 years. (Code of Conduct, clause 10.2(4)) | 4 | Through our enquiry and system walkthrough with Burgess Rawson, it was noted that Burgess Rawson is obliged to retain all customer records and billing data for a 7-year period. However, Burgess Rawson were appointed by RIA in 2019, hence their records are only available for two years (prior to this McGees was responsible for billing. All billing data is stored in the cloud securely, as well as in hard copy. We sighted the 7-year billing data (including evidence retained from previous billing company McGees) provided by RIA to confirm compliance. | N/A. None noted | N/P | 1 |

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| 280 | At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment. (Code of Conduct, clause 10.3A) | 4 | It was confirmed through sample verification that annually, RIA sends a letter to all customers including written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment. | N/A. None noted | N/P | 1 |
| 281 | On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances. (Code of Conduct, clause 10.4) | 4 | It was confirmed that no requests have been made for such information during the audit period. | N/A. None noted | N/P | N/R |
| 282 | If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response. (Code of Conduct, clause 10.5) | 4 | It was confirmed that no requests have been made for such information during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 283 | On request and at no charge, a distributor must provide a customer with the information specified in subclause 10.6. (Code of Conduct, clause 10.6) | 4 | It was confirmed that no requests have been made for such information during the audit period. | N/A. None noted | N/P | N/R |
| 284 | On request, a distributor must provide a customer with their consumption data. (Code of Conduct, clause 10.7(1)) | 4 | It was confirmed that no requests have been made for such information during the audit period. We further noted that the electricity consumption data is provided on the customer invoices. | N/A. None noted | N/P | N/R |
| 285 | If a customer requests their consumption data under subclause 10.7(1), the distributor must provide the information at no charge in the circumstances specified in subclause 10.7(2)(a)-(b). (Code of Conduct, clause 10.7(2)) | 4 | It was confirmed that no requests have been made for such information during the audit period. We further noted that the electricity consumption data is provided on the customer invoices. In the case where a customer wants to know additional specific information regarding consumption data on their invoice, it can be gathered by Burgess Rawson immediately and sent to the customer via email. | N/A. None noted | N/P | N/R |
| 286 | A distributor must provide a customer with the requested consumption data within 10 business days of the receipt of: <ul style="list-style-type: none"> · the request; or · payment of the distributor's reasonable charge for providing the consumption data (if payment is required and requested by the distributor within 2 business days of the request). (Code of Conduct, clause 10.7(3)) | 4 | It was confirmed that no requests have been made for such information during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 287 | A distributor must keep a customer's consumption data for 7 years. (Code of Conduct, clause 10.7(4)) | 4 | PFM and RIA have raw data (meter readings and billing data) available from 2010 to 2021. We inspected the files through a system walkthrough to validate compliance. | N/A. None noted | N/P | 1 |
| 288 | On request, a distributor must inform a customer how the customer can obtain information on distribution standards and metering arrangements prescribed under the specified Acts that are relevant to the customer or adopted by the distributor. (Code of Conduct, clause 10.8(1)) | 4 | It was confirmed that no requests have been made for such information during the audit period. | N/A. None noted | N/P | N/R |
| 289 | A distributor must publish information on distribution standards and metering arrangements on its website. (Code of Conduct, clause 10.8(2)) | 4 | We observed the following documents outlining the distribution standards and metering arrangements are available on the RIA website, at the following link: <ul style="list-style-type: none"> - Rottnest Electrical Distribution Manual - Rottnest Electrical Metrology Procedure https://ria.wa.gov.au/policy-and-reports/sustainability/environmental-sustainability/utility-reports/electrical-reports | N/A. None noted | A | 1 |

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| 290 | To the extent practicable, a retailer and distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand. (Code of Conduct, clause 10.9) | 3 | It was noted that based on the documentation provided during our walkthrough (including standard form contracts, invoices to customers, agreements, email communications and notices), written information is expressed in clear, simple and concise language during the audit period. We further note that, in the case where a customer wants to know specific information regarding their invoice, it can be gathered by Burgess Rawson immediately and sent to the customer via email. | N/A. None noted | A | 1 |
| 291 | On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct. (Code of Conduct, clause 10.10(1)) | 4 | It was confirmed that no requests have been made for such information during the audit period. We further observed that the 'Code of Conduct data and website is stated on the invoice, as confirmed by Burgess Rawson and via review of one sample. | N/A. None noted | N/P | N/R |
| 292 | A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge. (Code of Conduct, clause 10.10(2)) | 4 | We observed the Rottnest Island Authority website, noting that the Code of Conduct was freely available in the following link: https://ria.wa.gov.au/policy-and-reports/sustainability/environmental-sustainability/utility-reports/electrical-reports | N/A. None noted | N/P | 1 |

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| 296 | On request and at no charge, a distributor must advise a customer of the availability of different types of meters, as well as their suitability for the customer's supply address, purpose, costs, and installation, operation and maintenance procedures. (Code of Conduct, clause 10.12(1)) | 4 | On enquiry with Burgess Rawson and RIA , we confirmed that no requests on information regarding the type of meters, were made by customers, during the audit period. We further noted that Burgess Rawson, will readily provide any requested information to its customers via email. | N/A. None noted | N/P | N/R |
| 297 | On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the relevant distributor for a response. (Code of Conduct, clause 10.12(2)) | 4 | Please refer to obligation 296 as above. | N/A. None noted | N/P | N/R |
| Complaints & Dispute resolution | | | | | | |
| 298 | A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes. (Code of Conduct, clause 12.1(1)) | 4 | It was noted that clause 16 of the RIA's Standard Form Contract includes procedures for dispute resolution and complaints resolution. These procedures involve the following: -Utilities Customer Complaints Procedure -Utilities Customer Complaints Form It was observed that both forms are freely available on the RIA website. | N/A. None noted | A | 1 |

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| 299 | The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost. (Code of Conduct, clause 12.1(2)) | 4 | It was observed the dispute resolution and complaints process within Clause 16 of RIA's Standard Form Contract, is provided to all customers. It was noted that the complaints process within this Contract complies with the code, and is made freely available not only to all customers through the Standard Form Contract, but also on the RIA's website in the following link: http://ria.wa.gov.au/policy-and-reports/utility-reports | N/A. None noted | A | 1 |
| 300 | A retailer or a distributor must advise the customer in accordance with subclause 12.1(3). (Code of Conduct, clause 12.1(3)) | 4 | The customer complaint handling process is set out in the Standard Form Contract. A customer receives a copy of the signed contract which points to the complaints handling procedure and its location. We further note that there were no written complaints received within the audit period. | N/A. None noted | A | N/R |
| 301 | On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days. (Code of Conduct, clause 12.1(4)) | 4 | Through our enquiry and system walkthrough, it was noted that the Rottnest Island Utilities Customer Complaints Procedure, includes the following: "The RIA will aim to acknowledge written queries or complaints by a customer within 10 business days and respond to queries or complaints by addressing the matters within 15 business days". We further note that there were no written complaints received within the audit period. | N/A. None noted | A | N/R |
| 302 | A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints. (Code of Conduct, clause 12.2) | 4 | It was that the Rottnest Island Utilities Customer Complaints Procedure includes definitions of a "Customer Complaint" and a "Customer Query". This allows the RIA to clearly distinguish between the two and is consistent with the requirements in Code of Conduct, clause 12.2 | N/A. None noted | A | 1 |

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| 303 | On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes. (Code of Conduct, clause 12.3) | 4 | It was confirmed that no requests have been made for such information during the audit period. | N/A. None noted | N/P | N/R |
| 304 | When a retailer, distributor or electricity marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be appropriate to deal with the complaint (if known). (Code of Conduct, clause 12.4) | 4 | It was advised by RIA that there were no such formal instances noted of a complaint lodged which did not relate to RIA functions. | N/A. None noted | N/P | N/R |
| Reporting | | | | | | |
| 305 | A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA. (Code of Conduct, clause 13.1) | 4 | It was noted that RIA has prepared a report each reporting year during the audit period 2019-2021. These are included on the RIA website. | N/A. None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 306 | The report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA. (Code of Conduct, clause 13.2) | 3 | It was noted that the RIA has prepared a report each reporting year during the audit periods 2018-2019, 2019-2020 and 2020-2021. These are included on the RIA website. We further reviewed the email sent by RIA to ERA for publishing the reports within the manner and form as prescribed in Code of Conduct, clause 13.2. This was sent to ERA on 31 Aug 2020 and uploaded to RIA website on 8 Sep, 2020, confirming that it was submitted by the due date. | N/A. None noted | A | 1 |
| 307 | The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if: <ul style="list-style-type: none"> · copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and · a copy is posted on the retailer or distributor's website. (Code of Conduct, clause 13.3) | 4 | It was noted that the RIA has prepared a report each reporting year during the audit period (Annual Reports, 2018 - 2019, 2019 - 2020 and 2020-2021). These are included on the RIA website. These reports are available to the public at no cost via RIA's website. https://ria.wa.gov.au/policy-and-reports/annual-reports | N/A. None noted | N/P | 1 |
| Service standard payments | | | | | | |
| 308 | Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8. (Code of Conduct, clause 14.1(1)) | 4 | It was confirmed that there have been no reconnections during the audit period. Reconnection requirements are outlined in the Standard Form Contract and these are in line with the Code of Conduct requirements. The reconnection process is further outlined in the Rottneest Island Distribution and Connection Manual. | N/A. None noted | A | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 310 | Subject to clause 14.6, a retailer must pay the specified compensation to a customer if: <ul style="list-style-type: none"> · it fails to comply with any of the procedures specified in Part 6 or Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill; or · arranges for disconnection or disconnects the customer for failure to pay a bill in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill. (Code of Conduct, clause 14.2(1)) | 4 | We confirmed with Burgess Rawson that no bill payment failures were noted for the audit period. It was also confirmed that there have been no planned disconnections or reconnections during the audit period, apart from disconnections/reconnections during planned outages. Furthermore, there were no formal customer complaints during the audit period, only customer queries which were all responded in a timely manner. | N/A. None noted | N/P | N/R |
| 312 | Subject to clause 14.6, a retailer must pay the customer \$20 if the retailer has failed to acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4). (Code of Conduct, clause 14.3(1)) | 4 | It was confirmed that there have been no disconnections or reconnections during the audit period. Furthermore, there were no formal customer complaints during the audit period, only customer queries which were all responded in a timely manner. Therefore, no payments were due to customers during the audit period. | N/A. None noted | N/P | N/R |
| 313 | Subject to clause 14.6, a distributor must pay the customer \$20 if the distributor has failed to acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4). (Code of Conduct, clause 14.4(1)) | 4 | It was confirmed, via enquiry with Burgess Rawson that, there have been no complaints recorded during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 314 | Subject to subclause 14.6, if a distributor disconnects a customer's supply address other than as authorised by this Code or otherwise by law, or as authorised by a retailer, then the distributor must pay the customer \$100 for each day that the customer was wrongfully disconnected. (Code of Conduct, clause 14.5) | 4 | It was confirmed, via enquiry with PFM that there have been no disconnections during the audit period, apart from disconnections due to planned outages. We noted that, in three (3) instances of power outages per the register 2019 - 2020 where customers were not provided greater than 72 hours notice, however as this was an outage not a disconnection. | N/A. None noted | N/P | N/R |
| 315 | A retailer that is required to make a compensation payment for failing to satisfy a service standard under clauses 14.1, 14.2 or 14.3 must do so in the manner specified in subclause 14.7(1). (Code of Conduct, clause 14.7(1)) | 4 | It was confirmed, via enquiry with Burgess Rawson that, there have been no instances where a compensation was paid to a customer, during the audit period. This was further supported via, enquiry with Burgess Rawson that, there have been no complaints recorded during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 316 | A distributor that is required to make a compensation payment for failing to satisfy a service standard under clauses 14.4 or 14.5 must do so in the manner specified in subclause 14.7(2). (Code of Conduct, clause 14.7(2)) | 4 | It was confirmed, via enquiry with Burgess Rawson that, there have been no instances where a compensation was paid to a customer, during the audit period. This was further supported via, enquiry with Burgess Rawson that, there have been no complaints recorded during the audit period. | N/A. None noted | N/P | N/R |
| 15 Electricity Industry Metering Code – Licence Conditions and Obligations | | | | | | |
| 319 | A network operator must ensure that its meters meet the requirements specified in the applicable metrology procedure and comply with any applicable specifications or guidelines, including any transitional arrangements, specified by the National Measurement Institute under the National Measurement Act. (Electricity Industry Metering Code, clause 3.1) | 4 | The meters are supported by Certificates of Conformance, which provides assurance that the meters were calibrated and verified independently to ensure conformance to relevant accuracy requirements of AS62053. A sample of 1 meter was reviewed (Landis + Gyr), randomly selected from the meter database and verified for certificate of conformance. This was compliant with the specifications and guidelines specified by the National Measurements Institute as stated in the Meter Installation and Calibration Procedure. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 320 | An accumulation meter must at least conform to the requirements specified in the applicable metrology procedure and display, or permit access to a display of the measurements that are specified in subclauses 3.2(1)(a)(b) using dials, a cyclometer, an illuminated display panel or some other visual means. (Electricity Industry Metering Code, clause 3.2(1)) | 4 | It was noted that the Rottnest Island Authority has a Metrology Procedure in place, which defines accumulation meters and provides the minimum requirements for these types of meters. As newly installed meters are to comply with the Metrology Procedure, they therefore comply with the Metering Code 2012. | N/A. None noted | A | 1 |
| 321 | An interval meter must at least have an interface to allow the interval energy data to be downloaded in the manner prescribed using an interface compatible with the requirements specified in the applicable metrology procedure. (Electricity Industry Metering Code, clause 3.3(1)) | 4 | It was noted that the Rottnest Island Authority has a Metrology Procedure in place, which defines an interface, and provides the minimum requirements for an interface which allows interval energy data to be downloaded. This is required for a Type 5 Meter. On reviewing the Metering Database , we noted that RIA has Type 5 and Type 6 meters only. We further confirmed that the Metrology Procedure was last updated in 2017, although there was an independent update conducted by Qualeng in 2020, providing recommendations on updating the Metrology Procedure, the ERA has advised these updates are not required. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 322 | If a metering installation is required to include a communications link, the link must, where necessary, include a modem and isolation device approved under the relevant telecommunications regulations that allows the interval energy data to be downloaded in the manner prescribed. (Electricity Industry Metering Code, clause 3.3(3)) | 4 | Per inquiry with PFM, we noted that the RIA has a Metrology Procedure in place. Section 1.6 of the Procedure defines Metering Installation Components, which includes information relating to communications links. On further enquiry with PFM we noted that a communication link was not required for meter installations during the audit period. We further confirmed with PFM that RIA has upgraded the meter installation (New solar installation). This PV system is supported by an independent engineering compliance report, performed by 'Infinite Energy' which confirms that the system complies with all relevant legislation and requirements set out by Western Power. | N/A. None noted | A | N/R |
| 323 | A network operator must ensure that bi-directional electricity flows do not occur at a metering point unless the metering installation for the metering point is capable of separately measuring and recording electricity flows in each direction. (Electricity Industry Metering Code, clause 3.3A(1)) | 4 | Per inquiry with PFM, it was noted that RIA no longer accepts any solar applications or installations. There is only one PV (solar powered) system on Rottnest Island, situated at the Rottnest Hotel. This PV system is supported by an independent engineering compliance report which confirms that the system complies with all relevant codes, legislation and requirements set out by Western Power. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|-----------------|-----------------|-------------------|
| 325 | An accumulation meter or an interval meter that separately measures and records bi-directional electricity flows at the metering point must record: <ul style="list-style-type: none"> · the net electricity production transferred into the network that exceeds electricity consumption; and · the net electricity consumption transferred out of the network that exceeds electricity production. (Electricity Industry Metering Code, clause 3.3C) | 4 | It was noted that there is only one PV system on Rottnest Island, situated at the Rottnest Hotel. Noted through inquiry with PFM, review of technical reports and meter photographs, that this meter complies with the requirements per clause 3.3C. This PV system is supported by an independent engineering compliance report which confirms that the system complies with all relevant codes, legislation and requirements set out by Western Power. Further, PFM confirmed that Rottnest Island does not offer any returns for electricity exported to the grid and therefore this is not recorded. | N/A. None noted | A | 1 |
| 326 | A network operator must ensure that there is a metering installation at every connection point on its network that is not a Type 7 connection point. Unless it is a Type 7 metering installation, the metering installation must meet the functionality requirements prescribed. (Electricity Industry Metering Code, clause 3.5(1) and (2)) | 3 | Per inquiry with RIA and PFM we noted that currently not all holiday accommodation units are cluster metered i.e. do not have individual meters for each holiday accommodation unit, however they have an individual master meter. All other properties on the island do not have a Type 7 connection point and have metering installations. All the metering connections on the island meet the functionality requirements as mentioned in Electricity Industry Metering Code, clause 3.5(1) and (2) ERA confirmed with RIA in August 2021 that this obligation is not applicable to the holiday accommodation units as selling of electricity only applies to the customers and commercial metering points on the island. We further note that RIA owns all the holiday accommodation units and therefore self-supplies electricity. | N/A. None noted | A | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|--|-----------------|-----------------|-------------------|
| 327 | For each metering installation on its network, a network operator must provide, install, operate and, subject to subclause 3.7(5), maintain the metering installation in the manner prescribed, unless otherwise agreed. (Electricity Industry Metering Code, clause 3.5(3)) | 4 | Per inquiry with RIA and PFM, we noted RIA and PFM maintain a Metrology Policy which covers the installation and operation of meters on Rottneest island. We further noted the Metering Database which provides data on installation and operation of meters, this data is in line with specifications mentioned in subclause 3.7(5). | N/A. None noted | A | 1 |
| 328 | Except for a Type 7 metering installation, a network operator must ensure that the metering point for a revenue metering installation is located as close as practicable to the connection point in accordance with good electricity industry practice. (Electricity Industry Metering Code, clause 3.5(4)) | 4 | It was noted through inquiry with PFM that a metering replacement operation was completed in January 2019. This replacement operation ensured that all meters which required replacement were replaced and comply with standards per the Electricity Industry Metering Code. We note that all meters are installed within 30 meters of the load. We obtained the Metrology Procedure and Distribution & Connection Manual which confirms the above replacement has taken place and meters have been appropriately updated. | N/A. None noted | A | 1 |
| 330 | If a network operator becomes aware that a metering installation does not comply with the Code, it must advise affected parties of the non-compliance and arrange for the non-compliance to be corrected as soon as practicable. (Electricity Industry Metering Code, clause 3.5(9)) | 4 | Not applicable, no non-compliant metering installations were noted during the audit. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|-----------------|-----------------|-------------------|
| 331 | All devices that may be connected to a telecommunications network must be compatible with the telecommunications network and comply with all applicable State and Commonwealth enactments. (Electricity Industry Metering Code, clause 3.7) | 4 | We noted through inquiry with PFM that currently none of the meters on Rottnest Island have capability to connect to a telecommunications network. All meters are reviewed and read manually by PFM staff on a monthly basis. The primary reason for not installing smart meters was due to financial reasons and additional cost of the new meters. | N/A. None noted | N/P | N/R |
| 332 | Subject to clause 3.27, a network operator must ensure that, consistent with the standards of good electricity industry practice, each metering installation on its network is secured by devices or methods that hinder unauthorized access and enable unauthorized access to be detected. (Electricity Industry Metering Code, clause 3.8) | 4 | It was confirmed with PFM that all the meters on Rottnest Island have a seal which prevents unauthorized access. We performed a site tour and selected a random sample of 2 meters to test. We noted that both meters were sealed which prevented unauthorized access. It was further noted that PFM conducts a monthly review of all meters which involves recording the reading on the meter. This will ensure that any unauthorized access or tampering with meters is detected. | N/A. None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|--|-----------------|-----------------|-------------------|
| 333 | Subject to subclauses 3.9(4), 3.9(5) and 3.9(7), each metering installation must meet at least the requirements for that type of metering installation as specified in Table 3 in Appendix 1 of the Code. (Electricity Industry Metering Code, clause 3.9(3)) | 4 | It was noted through inquiry with PFM that all meters on Rottnest Island are type 6 meters per Table 3 of Appendix 1 in the code. PFM has the Metrology Procedure in place, to ensure that any changes to the classification/type of these meters are updated appropriately. | N/A. None noted | A | 1 |
| 334 | A metering installation used to supply a customer with requirements above 1000 volts that requires a VT (Voltage Transformer) and whose annual consumption is below 750MWh must meet the relevant accuracy requirements of a Type 3 metering installation for active energy only. (Electricity Industry Metering Code, clause 3.9(7)) | 4 | It was noted that none of the meters on Rottnest Island supplied more than 1000 volts of electricity (HV) during the audit period. | N/A. None noted | N/P | N/R |
| 335 | If compensation is carried out within the meter, then the resultant metering system error must be as close as practicable to zero. (Electricity Industry Metering Code, clause 3.9(9)) | 4 | It was noted that compensation has not been carried out within any of the meters on Rottnest Island in the past. Rottnest Island uses NMI approved meters which have regular calibration procedures in place as dictated by the RIA Metrology Procedure. NMI approved meters are accurate meters which automatically adjust the meter as required. We further noted that the NMI number was incorporated in the Metering Database. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|-----------------|-----------------|-------------------|
| 336 | A network operator must ensure that any programmable settings in any of its metering installations, data loggers or peripheral devices, which may affect the resolution of displayed or stored data, satisfy the relevant requirements specified in the applicable metrology procedure and comply with any applicable instructions by the National Measurement Institute under the National Measurement Act. (Electricity Industry Metering Code, clause 3.10) | 4 | It was noted that none of the 198 meters on Rottneest Island are smart meters. Hence there are no programmable settings in the meters, and they are checked manually on a monthly basis. Furthermore, we noted that all meters are NMI approved and compliant meters. | N/A. None noted | N/P | N/R |
| 337 | A network operator must ensure that a metering installation on its network is operating consistently with good electricity industry practice to measure and record data, and permits the collection of data within the time specified in the applicable service level agreement, for at least the percentages of the year specified. (Electricity Industry Metering Code, clause 3.11(1)) | 4 | It was noted that all meters on Rottneest Island are NMI approved and are manually checked on a monthly basis. These meters are calibrated and reviewed in accordance with the RIA Metrology Procedure, which is consistent with good electricity industry practice. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|--|-----------------|-----------------|-------------------|
| 338 | If an outage or malfunction occurs to a metering installation, the network operator must repair the metering installation in accordance with the applicable service level agreement. (Electricity Industry Metering Code, clause 3.11(2)) | 4 | It was noted that all service level agreements are held by Burgess Rawson, on behalf of RIA. The service level agreement specified the maximum wait time should a power outage or malfunction occur on Rottnest Island. We further noted that no unplanned outages or malfunctions occurred during the audit period. | N/A. None noted | N/P | N/R |
| 339 | A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable. (Electricity Industry Metering Code, clause 3.11(3)) | 4 | It was noted that the Rottnest Island Authority has a Metrology Procedure in place. Within section 3.7 of the Metrology Procedure, it contains details regarding the maintenance of metering installations. The Metrology Procedure provides that "If an outage or malfunction occurs to an instrument transformer, repairs must be made as soon as practicable, and in any event within the period specified within the relevant service level agreement." We further noted that no unplanned outages or malfunctions occurred during the audit period. | N/A. None noted | A | N/R |
| 340 | A network operator must ensure that the meters on its network are systematically sampled and tested for accuracy in accordance with AS 1284.13. (Electricity Industry Metering Code, clause 3.11A(1)) | 4 | It was noted the Rottnest Island Authority has a Metrology Procedure in place. Within section 3.6 of the Metrology Procedure, it contains details regarding the sampling of meters on its network. RIA's Metrology Procedure requires sampling to be done in accordance with AS 1284.13 as well as Schedules 1,2, or 3 within the Metrology Procedure. We noted from the Metering Database spreadsheet that all meters have been tested for accuracy and also calibration as per NMI regulations. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 341 | Subject to clause 3.11A(3), if a “population” of meters is deemed to have failed under AS 1284.13, the network operator must ensure that all of the meters in that population are removed and replaced with new meters within 3 years of the testing of the population. (Electricity Industry Metering Code, clause 3.11A(2)) | 4 | <p>We noted there are no meters deemed to have failed during the audit period. It was confirmed a meter replacement operation was completed in January 2019. PFM underwent the meter replacement process and replaced all meters to ensure they comply with the Code.</p> <p>It was further noted that the Rottnest Island Authority has a Metrology Procedure in place. We note that details regarding the replacement of meters should they fail sample testing are contained in section 3.8 of the Metrology Procedure. It mentions that “Where a population of meters has been sampled and tested in accordance with section 3.6.1 and deemed to have failed, the Network Operator will remove and replace all meters within that population in accordance with the requirements of the Code” .</p> | N/A. None noted | B | N/R |
| 342 | A network operator must ensure that each metering installation complies with at least the prescribed design requirements. (Electricity Industry Metering Code, clause 3.12(1)) | 3 | <p>On enquiry with PFM we noted that there are meters at RIA with CT connections. Per inquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. We noted via enquiry with PFM and RIA that the ‘class’ and ‘burden’ components of the CT’s are non-compliant. It is also noted that the non-compliant CT’s are aged. An upgrade process is currently underway for all the CT’s on the island. We noted that these aged CT’s installed are close to energised equipment. Therefore, they are only accessible when supply is dead. Hence, observation was unable to be performed. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed e.g. Geordie Bay Transformer & Abbott St Transformer.</p> <p>We noted that PFM and RIA have a program in place to rectify non-compliant CT’s, including a capital expenditure commitment subject to funding.</p> | <p>03/2021</p> <p>We recommend that PFM and RIA to ensure that metering installation complies with the prescribed design requirements. RIA should maintain a compliance register to provide assurance all CT’s at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | C | 3 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|--|--|-----------------|-------------------|
| 343 | A network operator must ensure that instrument transformers in its metering installations comply with the relevant requirements of any applicable specifications or guidelines, including any transitional arrangements, specified by the National Measurement Institute under the National Measurement Act and any requirements specified in the applicable metrology procedure. (Electricity Industry Metering Code, clause 3.12(2)) | 3 | <p>On enquiry with PFM we noted that there are meters at RIA with CT connections. Per inquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. We noted via enquiry with PFM and RIA that the 'class' and 'burden' components of the CT's are non-compliant. It is also noted that the non-compliant CT's are aged. An upgrade process is currently underway for all the CT's on the island. We noted that these aged CT's installed are close to energised equipment. Therefore, they are only accessible when supply is dead. Hence, observation was unable to be performed. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed e.g. Geordie Bay Transformer & Abbott St Transformer.</p> <p>We noted that PFM and RIA have a program in place to rectify non-compliant CT's, including a capital expenditure commitment subject to funding.</p> | <p>04/2021</p> <p>We recommend that PFM and RIA to ensure that metering installation complies with the prescribed design requirements. RIA should maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | C | 3 |
| 344 | A network operator must provide isolation facilities of a standard consistent with good electricity industry practice, to facilitate testing and calibration of the metering installation. (Electricity Industry Metering Code, clause 3.12(3)) | 4 | Based on our inquiry with PFM, we confirmed that fuse isolation is used throughout the metering installations on Rottnest Island. It was further noted that a Metrology Procedure is in place and Schedule 1 within the procedure requires suitable isolation facilities to be provided to facilitate testing and calibration of the metering installation. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|--|--|-----------------|-------------------|
| 345 | A network operator must maintain drawings and supporting information, of a standard consistent with good electricity industry practice, to detail the metering installation for maintenance and auditing purposes. (Electricity Industry Metering Code, clause 3.12(4)) | 3 | <p>Based on our inquiry with PFM, we noted that PFM maintains drawings detailing metering installation of all meters at Rottnest Island, consistent with good electricity industry practice. An external independent body, Spring30 provides the drawings and sends them to RIA for approval. These drawings are maintained and updated in the Metrology Procedures - Meter Connection Types and Drawings document.</p> <p>We further note from the Post Audit Implementation Audit Plan 2021 that the required recommendations for this obligation were resolved in November, 2019. Hence, we determined that RIA has been non-compliant for this obligation, as RIA did not maintain drawings and supporting information, of a standard consistent with good electricity industry practice, to detail the metering installation for maintenance and auditing purposes, for the period April 2019 - October 2019.</p> | This recommendation was resolved during the audit period and therefore a new recommendation has not been made. No further action required. | A | 2 |
| 349 | If, under clause 3.14(2), a metering installation uses metering class CTs and VTs that do not comply with the Table 3 in Appendix 1, then the network operator must take the actions specified in order to achieve the accuracy requirements in Table 3 in Appendix 1. (Electricity Industry Metering Code, clause 3.14(3)) | 3 | <p>On enquiry with PFM we noted that there are meters at RIA with CT connections. Per inquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. We noted via enquiry with PFM and RIA that the 'class' and 'burden' components of the CT's are non-compliant. It is also noted that the non-compliant CT's are aged. An upgrade process is currently underway for all the CT's on the island. We noted that these aged CT's installed are close to energised equipment. Therefore, they are only accessible when supply is dead. Hence, observation was unable to be performed. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed e.g. Geordie Bay Transformer & Abbott St Transformer.</p> <p>We noted that PFM and RIA have a program in place to rectify non-compliant CT's, including a capital expenditure commitment subject to funding.</p> | <p>05/2021</p> <p>We recommend that PFM and RIA to ensure that metering installation complies with the prescribed design requirements. RIA should maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | C | 3 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|-----------------|-----------------|-------------------|
| 350 | The network operator must ensure that a Type 1 metering installation to Type 5 metering installation on the network has the facilities and functionality prescribed. (Electricity Industry Metering Code, clause 3.16(1)) | 4 | <p>Through inquiry with PFM and reviewing the metering database, we noted that all electrical meters on Rottneest Island are Type 5 and 6.</p> <p>The (Electricity Industry Metering Code, clause 3.16(1)) requires the meters to have:</p> <p>(1) The network operator must ensure that a Type 1 metering installation to Type 5 metering installation on the network:</p> <p>(a) has electronic data recording facilities to measure and record interval energy data; and</p> <p>(b) is capable of separately measuring and recording flows in each direction if bi-directional electricity flows occur; and</p> <p>(c) includes facilities on site for storing the interval energy data for a period of at least 35 days from and including the day that data is first recorded.</p> <p>We further note that all Type 5 meters are compliant with the above parameters and functionalities.</p> | N/A. None noted | N/P | 1 |
| 364 | A person must not install a metering installation on a network unless the person is the network operator or a registered metering installation provider for the network operator doing the type of work authorised by its registration. (Electricity Industry Metering Code, clause 3.27) | 4 | <p>PFM performs the installations and also contracts out to Energy Safety approved contractors for electrical installations (e.g Rise Electrical). PFM website includes the electrical license of the approved contractor. We further noted that there were no new metering installations.</p> | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|-----------------|-----------------|-------------------|
| 365 | A network operator must publish a list of registered metering installation providers, including the prescribed details, and update the list at least annually. (Electricity Industry Metering Code, clause 3.29) | 4 | The RIA has published its registered metering installation providers on its website which includes all details prescribed under the Electricity Industry Metering Code, clause 3.29 and is updated annually. https://www.erawa.com.au/cproot/18231/2/Rottnest%20Island%20Metrology%20Procedure.PDF | N/A. None noted | A | 1 |
| 366 | A network operator must establish, maintain and administer a metering database containing standing data and energy data for each metering point on its network. (Electricity Industry Metering Code, clause 4.1(1)) | 4 | We note through our walkthrough that the Metering database is in place and supported by the Meter Reading Procedure. | N/A. None noted | A | 1 |
| 367 | A network operator must ensure that its metering database with its associated links, circuits, information storage and processing systems are secured by devices or methods consistent with a good industry practice (to hinder unauthorised access and enable unauthorised access to be detected). (Electricity Industry Metering Code, clause 4.1(2)) | 4 | The metering database in an excel spreadsheet, password protected and saved on the local network drive which has back-ups in place. There is sufficient documentation available at PFM for users and operators of systems. System documentation governing the use and access of IT systems is available through RIA and these include: 4.1 Corporate Policy Statement 63 - Information and Related Technology and the 4.2 Corporate Policy Statement 70 - Information Security Management, which include - New user account identity and access request Operational Procedure – Identity and access management Operational Procedure – Information security management framework Operational Procedure – Acceptable use of IT Operational Procedure – Information security awareness Operational Procedure – IT logging and monitoring | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 370 | The standing data for a metering point must comprise at least the items specified. (Electricity Industry Metering Code, clause 4.3(1)) | 4 | We note through our walkthrough that the Metering database is in place and supported by the Meter Reading Procedure, which includes the elements set out for compliance with Electricity Industry Metering Code, clause 4.1(3). | N/A. None noted | A | 1 |
| 379 | A network operator must have devices and methods in place to ensure that energy data held in its metering installation is secured from unauthorised local or remote access using the methods prescribed (Electricity Industry Metering Code, clause 4.8(4)(a)) | 4 | <p>Through inquiry with PFM, it was noted that all meters on Rottnest Island are covered with locked seals.</p> <p>We performed a site tour of the island and inspected two meters. Both meters were sealed in locked boxes, and hence appear to be secure from unauthorised local or remote access. Section 5.49 of RIA's Metrology Procedure highlights this meter security requirement.</p> <p>We further note that the required recommendations for this obligation were resolved in January 2020. Hence, we determined that RIA has been non-compliant for the period March 2019 - December 2019, as the metering points were not secure for the said period.</p> | Recommendation was resolved during the audit period therefore a recommendation has not been made. No further action required. | A | 2 |
| 380 | A network operator must have devices and methods in place to ensure that the data held in its metering database is secured from unauthorised local, or remote, access using the methods prescribed. (Electricity Industry Metering Code, clause 4.8(4)(b)) | 4 | Per inquiry with PFM we noted that all confidential information held in the Metering Database is password protected. Furthermore, access to this database is strictly available to the PFM, Manager - Compliance and Manager Electricity and Fuel Infrastructure. This procedure is compliant with Corporate Policy Statement no. 70 - Information Security Management. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|-----------------|-----------------|-------------------|
| 381 | Without limiting sub clause 4.8(4), a network operator must ensure that electronic passwords and other electronic security controls are only issued to the specified authorised personnel and otherwise keep its records of electronic passwords, and other electronic security controls, secure from unauthorised access. (Electricity Industry Metering Code, clause 4.8(5)) | 4 | Per inquiry with PFM we noted that all confidential information held in the Metering Database is password protected. Furthermore, access to this database is strictly available to PFM, Manager - Compliance and Manager Electricity and Fuel Infrastructure. This procedure is compliant with Corporate Policy Statement no. 70 - Information Security Management. | N/A. None noted | A | 1 |
| 382 | A network operator must retain energy data in its metering database for each metering point on its network, including any energy data that has been replaced under subclause 5.24, for at least the periods, and with the level of accessibility, prescribed. (Electricity Industry Metering Code, clause 4.9) | 4 | Energy data is not recorded within the Metering Database. It is recorded separately on Meter Reading Spreadsheets. We sighted evidence of 7 years of data being kept through these spreadsheets. | N/A. None noted | A | 1 |

| Ref No. | Description | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 385 | A network operator must, for each metering point on its network, obtain energy data from the metering installation and transfer the energy data into its metering database by no later than 2 business days after the date for the scheduled meter reading for the metering point (or such other time as is specified in the applicable service level agreement). (Electricity Industry Metering Code, clause 5.3) | 4 | <p>It was confirmed via enquiry and document review of the 'Meter Readings Monthly Procedure' that meter readings of the energy data are to be carried out during the end of each month over two (2) days. It further states that the PFM Manager/Supervisor, will enter data into the spreadsheet ('Monthly Meter Reading' spreadsheet).</p> <p>However the Meter Readings Monthly Procedure document does not specify the time to transfer the energy data into the 'Monthly Meter Reading' spreadsheet, after completing the meter reading. Additionally there is no entry date column in the 'Monthly Meter Reading' spreadsheet.</p> | <p>03/2021</p> <p>RIA should include 'date of meter reading' and 'date of entry' columns in the Monthly Meter Reading' spreadsheet. This will ensure alignment over recording the date of meter readings and the date when they are entered in Meter Reading spreadsheets. The Meter Readings Monthly Procedure should be updated to reflect the agreed timeframes with PFM.</p> | B | 2 |
| 386 | A network operator must, for each meter on its network, at least once in every 12 month period undertake a meter reading that provides an actual value that passes the validation processes in Appendix 2. (Electricity Industry Metering Code, clause 5.4(1)) | 4 | We note that clause 4.3 "Energy Data Collection from Metering Installations" of the RIA's Metrology Procedure includes a requirement to undertake a meter reading at least once in every 12 month period. We further reviewed the 'Meter Read Spreadsheet and the 'Metering Database Spreadsheet' to ensure that RIA is compliant with this obligation, as meter readings are done every month. | N/A. None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|--|-----------------|-----------------|-------------------|
| 387 | The meter reading referred to in clause 5.4(1) must not be undertaken by the customer associated with the meter, and must be undertaken by a person who is employed or appointed by the network operator and who is suitably skilled in accordance with good electricity industry practice to carry out meter readings. (Electricity Industry Metering Code, clause 5.4(1A)) | 4 | Per inquiry with PFM, we noted that meter readings are performed by PFM electricians who are all licensed electricians. The electricians use the ProMap software - An interface application which the electricians log on to check the required work and are also able to update the status of the metering work completed. This is later updated in the Metering Database. PFM does monthly meter readings (in-house) and provides these to Burgess Rawson for billing. | N/A. None noted | A | 1 |
| 403 | A network operator must provide data for a metering point from its metering database to a person if (and to the extent that) the customer associated with the metering point gives the network operator a direction to do so that complies with subclause 5.17A(2). (Electricity Industry Metering Code, clause 5.17A(1)) | 4 | No customer requests for metering data were noted during the audit period. The FUSS contract between RIA and PFM includes responsibilities for compliance to metering license requirements including the provision of data to customers | N/A. None noted | A | N/R |
| 404 | A network operator must comply with a direction under subclause 5.17A(1) within the timeframes prescribed. (Electricity Industry Metering Code, clause 5.17A(3)) | 4 | Per inquiry with Burgess Rawson and PFM, we noted that no customer requests for metering data were noted during the audit period. | N/A. None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 422 | A network operator must validate energy data in accordance with this Code applying, as a minimum, the prescribed rules and procedures set out in Appendix 2 and must, where necessary, substitute and estimate energy data under this Code applying, as a minimum, the prescribed rules and procedures set out in Appendix 3. (Electricity Industry Metering Code, clause 5.22(1)) | 4 | Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316)' and confirmed it was compliant. | N/A. None noted | N/P | 1 |
| 426 | Substitution or estimation of energy data is required when energy data is missing, unavailable or corrupted, including in the circumstances described in this subclause. (Electricity Industry Metering Code, clause 5.22(5)) | 4 | Per inquiry with Burgess Rawson, it was noted that estimation is used for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. We further confirmed that no instances noted where data was corrupted, missing or unavailable. | N/A - None noted | N/P | N/R |
| 427 | A network operator must review all validation failures before undertaking any substitution. (Electricity Industry Metering Code, clause 5.22(6)) | 4 | On enquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. We further note that there were no validation failures noted. | N/A - None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|------------------|-----------------|-------------------|
| 428 | If a network operator determines that there is no possibility of determining an actual value for a metering point, then the network operator must designate an estimated or substituted value for the metering point to be a deemed actual value for the metering point. (Electricity Industry Metering Code, clause 5.23(1)) | 4 | On enquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. We noted via enquiry with Burgess Rawson Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316). | N/A - None noted | N/P | 1 |
| 429 | If a network operator has designated a deemed actual value for a metering point then the network operator must: · repair or replace the meter or one or more of components of metering equipment (as appropriate) at the metering point; and · subclauses 5.24(3(c) and 5.24(4) apply in respect of the estimated or substituted value which was designated to be the deemed actual value. (Electricity Industry Metering Code, clause 5.23(3)) | 4 | On enquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. Estimation procedures are covered under section 7.4 of the Standard Form Contract of RIA. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316) and confirmed it was compliant. No meter replacements were required or performed. | N/A - None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|--|------------------|-----------------|-------------------|
| 430 | If a network operator uses an actual value (first value) for energy data for a metering point, and a better quality actual or deemed actual value is available (second value), the network operator must replace the first value with the second value if doing so would be consistent with good electricity industry practice. (Electricity Industry Metering Code, clause 5.24(1)) | 4 | We note that actual values are used for all other invoices and are consistent with good industry practices. Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316) and confirmed it was compliant. | N/A - None noted | N/P | 1 |
| 431 | If a network operator uses a deemed actual value (first value) for energy data for a metering point, and a better quality deemed actual value is available (second value), then the network operator must replace the first value with the second value if doing so would be consistent with good electricity industry practice. (Electricity Industry Metering Code, clause 5.24(2)) | 4 | We note that actual values are used for all other invoices and are consistent with good industry practices. Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316) and confirmed it was compliant. | N/A - None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|------------------|-----------------|-------------------|
| 432 | If a network operator uses an estimated or substituted value (first value) for energy data for a metering point, and a better quality actual, deemed, estimated or substituted value is available (second value), then the network operator must replace the first value with the second value if doing so would be consistent with good electricity industry practice or the user and its customer jointly request it to do so. (Electricity Industry Metering Code, clause 5.24(3)) | 4 | Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316) and confirmed it was compliant. | N/A - None noted | N/P | 1 |
| 434 | A network operator must ensure the accuracy of estimated energy data in accordance with the methods in its metrology procedure and ensure that any transformation or processing of data preserves its accuracy in accordance with the metrology procedure. (Electricity Industry Metering Code, clause 5.25) | 4 | We noted that the RIA's Metrology Procedure includes clause 12.2 "Requirement to Produce Substituted or Estimated Energy Data". Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from metering spreadsheets is used for billing, by using a 12 month average of the previous year. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted as credit in the next billing cycle. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020. The original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316)' and confirmed it was compliant. | N/A - None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 449 | A network operator must amend any document in accordance with the ERA's final recommendation. (Electricity Industry Metering Code, clause 6.20(4)) | 5 | There were no notices issued by ERA to amend documents during the audit period. | N/A - None noted | N/P | N/R |
| 450 | The network operator must publish any document that has been amended under subclause 6.20(4). (Electricity Industry Metering Code, clause 6.20(5)) | 4 | There were no notices issued by ERA to amend documents during the audit period. | N/A - None noted | N/P | N/R |
| 16 Electricity Industry (Network Quality and Reliability of Supply) Code – Licence Conditions and Obligations | | | | | | |
| 462 | A distributor or transmitter must, as far as reasonably practicable, ensure that electricity supply to a customer's electrical installations complies with prescribed standards. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 5(1)) | 5 | <p>We noted that an external independent auditor, (Power Engineering Services- PES) performs the annual power quality analysis and provides the monitoring and compliance details in its Power Quality Report, to RIA and PFM.</p> <p>We further reviewed the following reports to ensure that the licensee complied with the prescribed standards</p> <ul style="list-style-type: none"> - Rottnest Island Power Quality Report 2020 - Rottnest Island Power Quality Report 2021 | N/A - None noted | A | 1 |
| 463 | A distributor or transmitter must, so far as reasonably practicable, disconnect the supply of electricity to installations or property in specified circumstances, unless it is in the interest of the customer to maintain the supply. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 8) | 5 | <p>Per inquiry with PFM, we noted that there were no disconnections identified during the audit period.</p> <p>We noted that RIA's Standard Form Contract section 5 "Disconnection and Reconnection" provides details of situations when disconnection will occur.</p> <p>We note that the Standard Form Contract has been approved by the ERA, and is listed on the ERA's website in the following link:</p> <p>https://www.erawa.com.au/cproot/14655/2/Clean%20version%20of%20final%20Standard%20Form%20Contract%20-%20Rottnest%20Island%20Auth%20ority.PDF</p> | N/A - None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|--|------------------|-----------------|-------------------|
| 464 | A distributor or transmitter must, as far as reasonably practicable, ensure that the supply of electricity is maintained and the occurrence and duration of interruptions is kept to a minimum. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 9) | 5 | <p>Per inquiry with PFM, we noted that the RIA had appointed Qualeng to complete an independent audit and reporting on its systems for monitoring the compliance specific requirements. We observed the 2019 to 2020 Network Quality and Reliability of Supply Independent Audit.</p> <p>We observed the Electrical Service Recovery and Contingency Plan, it was noted that the purpose of this plan is to maintain the supply of electricity on Rottnest Island with a minimum number and duration of interruptions. As per section 2 "Power Supply System" of this Plan, we note that the RIA holds 3 generators on the island at all times, and therefore in the event of a significant interruption, customers can immediately be connected to an alternative supply. We further noted in the Planned Outages Register (2019-2020 and 2020-21) that interruptions were kept to a minimum.</p> | N/A - None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|------------------|-----------------|-------------------|
| 465 | A distributor or transmitter must, so far as reasonably practicable, reduce the effect of any interruption on a customer. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 10(1)) | 5 | <p>Per inquiry with PFM and observing their Electrical Service Recovery and Contingency Plan, we noted that the purpose of this plan is to maintain the supply of electricity on Rottnest Island with a minimum number and duration of interruptions. On viewing the Power Outages registers for 2019 and 2020, we note that RIA minimized the effect of any interruption on a customer.</p> <p>We observed the Emergency Generator Installation Procedure, which states that in the event of a catastrophic electrical system failure and power cannot be restored via the LV feeders, power will be supplied by mobile generators in accordance with the generator restoration priority register.</p> | N/A - None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|---|------------------|-----------------|-------------------|
| 466 | A distributor or transmitter must consider whether, in specified circumstances, it should supply electricity by alternative means to a customer who will be affected by a proposed interruption. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 10(2)) | 5 | Per inquiry with PFM and observing their Electrical Service Recovery and Contingency Plan, it was noted that the purpose of this plan is to maintain the supply of electricity on Rottnest Island with a minimum number and duration of interruptions. We also observed that as per section 2 "Power Supply System" of this Plan, we note that the RIA holds 3 generators on the island at all times, and therefore in the event of a significant interruption, customers can immediately be connected to an alternative supply. On enquiry and reviewing the Planned outages register (2019 and 2020, we noted that there was no alternative supply of electricity required, as there were no significant interruptions to small use customers during the audit period. | N/A - None noted | A | N/R |
| 467 | A distributor must take prescribed action in the event of a significant interruption to a small use customer. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 12(3)) | 4 | Per inquiry with RIA and PFM and observation of the Power Outages 2019-2021 register, we noted that there were no significant interruptions to small use customers during the audit period. | N/A - None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|------------------|-----------------|-------------------|
| 468 | A distributor or transmitter must, so far as reasonably practicable, ensure that customers in specified areas do not have average total lengths of interruptions of supply greater than specified durations. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 13(2)) | 5 | <p>On enquiry with PFM, we noted that the total length of interruptions of supply is calculated using the specified method over a four year period. (Calculation of year average: As prescribed in the System Performance Measures SAIDI SAIFI)</p> <p>CAIDI Procedure - The total sum of customer interruption duration (in hours) connections is divided by the number of customers served). The average figure should not be more than the four year average. For the audit period, we noted that the 4 year average was 629.9056 and the yearly average was 864.14. We further noted that these figures were not compliant for 2019-2020 (based on the 4 year avg) - This was due to notice works on energy safety.</p> <p>We noted that the length of interruptions will be consistently non-compliant compared to the four year average. This due to the factors such as;</p> <ul style="list-style-type: none"> - Nature of the asset - Nature of the issue identified for a planned outage on the asset <p>However we have deemed that the RIA has done what is reasonably practicable as per the code to meet the requirements as there have been no significant interruptions with all being short length during the audit period.</p> | N/A - None noted | A | 1 |
| 469 | The average total length of interruptions of supply is to be calculated using the specified method. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 13(3)) | 4 | <p>Per inquiry with PFM, we noted that the total length of interruptions of supply is calculated using the specified method over a four year period. (Calculation of year average: As prescribed in the System Performance Measures SAIDI SAIFI)</p> <p>CAIDI Procedure - The total sum of customer interruption duration (in hours) connections is divided by the number of customers served. The average figure should not be more than the four year average. For the audit period, we noted that the 4 year average was 629.9056 and the yearly average was 864.14.</p> <p>For the audit period, we noted that the calculation method used by PFM was compliant.</p> | N/A - None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 470 | A distributor or transmitter must, on request, provide to an affected customer a free copy of an instrument issued by the Minister and of any notice given under section 14(7) of the Electricity Industry (Network Quality and Reliability of Supply) Code 2005. Electricity Industry (Network Quality and Reliability of Supply) Code, clause 14(8)) | 4 | No instrument/notice issued by the Minister during the audit period. Confirmed with RIA and PFM. | N/A - None noted | N/P | N/R |
| 471 | A distributor or transmitter that agrees with a customer to exclude or modify certain provisions must set out the advantages and disadvantages to the customer of doing so in their agreement. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 15(2)) | 4 | Per inquiry with PFM and RIA , we noted that no modifications or changes to customer agreements have occurred during the audit period. | N/A - None noted | N/P | N/R |
| 477 | A distributor or transmitter must take all such steps as are reasonably necessary to monitor the operation of its network to ensure compliance with specified requirements. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 23(1)) | 5 | We reviewed the "FUSS Rottneest Facilities Utilities and Support Services Contract" and noted that this contract includes PFM's responsibilities regarding monitoring the operation of its electricity supply on the island. We further noted that RIA maintain the following documents to monitor the operation of its network to ensure compliance with specified requirements <ul style="list-style-type: none"> - FUSS001 Planned Maintenance Activity Report_2020_2021 - FUSS001 - Planned Maintenance Activity Report_2019_2020 | N/A - None noted | A | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|--|------------------|-----------------|-------------------|
| 478 | A distributor or transmitter must keep records of information regarding its compliance with specific requirements for the period specified. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 23(2)) | 4 | <p>We reviewed the "FUSS Rottneest Facilities Utilities and Support Services Contract" and noted that this contract includes PFM's responsibilities regarding:</p> <ul style="list-style-type: none"> - Relevant Period in respect of Records : A minimum of 7 years after the creation of the Record. <p>As a sample review we sited the following documents</p> <ul style="list-style-type: none"> - 2017 Electricity License Reporting Datasheets - 2018 Electricity License Reporting Datasheets - 2019 Electricity License Reporting Datasheets - 2020 Electricity License Reporting Datasheets - 2021 Electricity License Reporting Datasheets | N/A - None noted | A | 1 |
| 479 | A distributor or transmitter must complete a quality investigation requested by a customer in accordance with specified requirements. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 24(3)) | 4 | Per inquiry with Burgess Rawson and RIA, we noted that there were no customer requests for a quality investigation during the audit period. No specific documented procedures were evidenced supporting the process to conduct power quality investigations and reporting the findings to the customer however given the small number of customers for the RIA this is deemed reasonable. | N/A - None noted | N/P | N/R |
| 480 | A distributor or transmitter must report the results of an investigation to the customer concerned. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 24(4)) | 4 | On enquiry with Burgess Rawson and RIA, we noted that there were no customer requests for a quality investigation during the audit period. No specific documented procedures were evidenced supporting the process to conduct power quality investigations and reporting the findings to the customer however given the small number of customers for the RIA this is deemed reasonable. | N/A - None noted | N/P | N/R |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
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| 481 | A distributor or transmitter must make available, at no cost, a copy of a document setting out its complaint handling processes to a small customer who makes a complaint to the distributor or transmitter or who asks to be given such information. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 25(2)) | 4 | We observed the Rottnest Island Authority website, noting that the "Utilities Customer Complaints Procedure" and "Utilities Customer Complaints Form" are both available at no cost on this website. We further also noted that no customers have made a complaint nor have any small use customers asked for such information. | N/A - None noted | A | N/R |
| 482 | A document setting out a distributor's or transmitter's complaint handling process must contain the specified information. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 25(3)) | 4 | We observed the Rottnest Island Authority website, noting that the "Utilities Customer Complaints Procedure" and "Utilities Customer Complaints Form" and confirm that they include the information as prescribed in Electricity Industry (Network Quality and Reliability of Supply) Code, clause 25(3). | N/A - None noted | A | 1 |
| 483 | A distributor or transmitter must arrange for an independent audit and report on its systems for monitoring, and its compliance with specific requirements. This is to be carried out in respect of the operation of such systems during each reporting period of 3 years or as specified by the ERA. (Electricity Industry (Network Quality and Reliability of Supply) Code, clauses 26(1) and (2)) | 4 | Through enquiry with PFM, we noted that RIA had appointed Qualeng to complete an independent audit and reporting on its systems for monitoring the compliance specific requirements. We observed the 'Independent Rottnest Island 2020 Network Quality and Reliability of Supply Audit Report-Operation of Compliance Monitoring Systems'. This was completed by Qualeng. | N/A - None noted | N/P | 1 |

| Ref No. | Description | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|--|----------------|---|------------------|-----------------|-------------------|
| 483 A | A distributor or transmitter must publish the audit report not later than 1 October following the reporting period. (Electricity Industry (Network Quality and Reliability of Supply) Code, clauses 26(3) and (4)) | 3 | The 2020 Network Quality and Reliability of Supply Performance Audit Report - Operation of Compliance Monitoring Systems' was published on RIA website on 24 September 2020. Further, we note that the requirement and control for publishing this report on the specific date, has been captured in the 'License and Compliance Register', maintained by RIA. | N/A - None noted | A | 1 |
| 483 B | A distributor or transmitter must give a copy of its audit report to the Minister and the ERA not less than 7 days before it is published. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 26(5)) | 4 | On enquiry with RIA we reviewed the email sent to ERA representing the Minister by RIA. This was sent to ERA on 31 Aug 2020 and uploaded to RIA website on 8 Sep, 2020. This email contained the following reports: - 2020 Electricity Licence Report Datasheet – Distribution - 2020 Electrical Retail Licence Performance Report Datasheet - 2020 Electrical Licence Reporting Datasheet – Network Quality Reliability Code - Rottnest Island Authority NQR Report 2019-2020 - Rottnest Island Authority Compliance Report – Electricity 2019-2020 | N/A - None noted | N/P | 1 |
| 484 | A distributor or transmitter must annually prepare and publish a report about its performance in respect of each year ending on 30 June. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 27(1)) | 4 | We observed the '2019 -2020 and the 2020-2021 Network Quality and Reliability of Supply Performance Audit Reports' and confirmed the documents are current, updated and published on the RIA website https://ria.wa.gov.au/policy-and-reports/sustainability/environmental-sustainability/utility-reports/electrical-reports - '2019 -2020 Network Quality and Reliability of Supply - 2020-2021 Network Quality and Reliability of Supply | N/A - None noted | N/P | 1 |

| Ref No. | Licence reference & Summary of licence obligation | Audit priority | Observation | Recommendation | Controls Rating | Compliance Rating |
|---------|---|----------------|--|------------------|-----------------|-------------------|
| 485 | A distributor or transmitter must give a copy of its report about its performance to the Minister and the ERA not less than 7 days before it is published. (Electricity Industry (Network Quality and Reliability of Supply) Code, clause 27(3)) | 3 | <p>On enquiry with RIA we reviewed the email sent to ERA representing the Minister by RIA. This was sent to ERA on 31 Aug 2020 and uploaded to RIA website on 8 Sep, 2020.</p> <p>This email contained the following reports:</p> <ul style="list-style-type: none"> - 2020 Electricity Licence Report Datasheet – Distribution - 2020 Electrical Retail Licence Performance Report Datasheet - 2020 Electrical Licence Reporting Datasheet – Network Quality Reliability Code - Rottnest Island Authority NQR Report 2019-2020 - Rottnest Island Authority Compliance Report – Electricity 2019-2020 | N/A - None noted | N/P | 1 |

5 Previous audit non-compliances and recommendations

Table 6: Status of recommendations from previous audit

| Reference (No./year) | Legislative Obligation Ref. | Rating | Details of the issue | Auditors' Recommendation | Action taken by the licensee by the end of the audit period |
|--|-----------------------------|--------|--|---|--|
| A. Resolved during current audit period | | | | | |
| 01/2019 | 131 | B2 | <p>Information is provided to customers via the Standard Form Contract and monthly utility bills.</p> <p>The Standard Form Contract includes the following:</p> <ul style="list-style-type: none"> reference to the Code of Conduct and tariff information being available from the RIA website general information on the Code of Conduct, assistance with payment difficulties; and Complaints handling. <p>The Utility Statements issued by McGee's to customers includes a 24hr telephone number for faults and emergencies stated on their statements and not invoices (EVIDENCE: INV. NOS. 109186 and 118903).</p> | <p>RIA to instruct McGee's to include the 24-hour emergency number on their invoices As part of the tendering process for a new residential property manager, ensure utility statements are compliant with Code requirements.</p> <p>Two examples of AHR invoices during the audit period were provided and they included a 24hr telephone number for faults and emergencies on invoices The audit found that general information on the safe use of electricity provided to customers during the audit period and was available via the RIA website.</p> | <p>Per inquiry and system walkthrough with Burgess Rawson, it was confirmed that invoices now include a 24hr telephone number.</p> <p style="text-align: center;">Date Resolved: January 2020</p> |
| 02/2019 | 290 | B2 | <p>Documentation prepared by the licensee for information purposes is in accordance with the requirements.</p> <p>Both McGee's and AHR billings are not as user friendly and some information is not set out in an intuitive manner.</p> | <p>AMR to increase font size for ease of reading and McGee's to include 24 hour service faults and difficulties contact number to front of invoice</p> | <p>Written information appears to be expressed in clear, simple and concise language during the audit period. Complete. This recommendation has been fully implemented. Please note that Burgess Rawson are now property managers not McGee's.</p> |

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|---------|-----|----|---|---|--|
| | | | | | Date Resolved: November 2019 |
| 03/2019 | 379 | C2 | Existing metering points are not secure. Not known whether new meters will have appropriate security protections. | RIA to confirm what devices and methods will be in place to ensure that existing and new meter energy data cannot be accessed by local or remote unauthorised users. | Complete. This recommendation has been fully implemented. All meters on Rottneest Island are covered with locked seals. Date Resolved: November 2019 |
| 04/2019 | 155 | B2 | Code of Conduct, clause 4.5(1) We performed a walkthrough with McGee's, and reviewed a sample of two invoices for the audit period. It was noted that both invoices complied with clause 4.5(1) and included all required information. However the invoices did not possess a 24 hour emergency phone number. | It is recommended that McGee's includes PFM's 24 emergency phone number on their invoices. This is required by the Code, but is currently not complied with by McGee's in their billing of customers. | Complete. This recommendation has been fully implemented. Please note that Burgess Rawson are now property managers not McGee's. We note the invoice sampled complied with clause 4.5(1) and included all required information. Date Resolved: November 2019 |
| 05/2019 | 159 | B2 | Code of Conduct, clause 4.8(1). Through our enquiry and system walkthrough with McGee's, it was noted that McGee's has not used estimation for any customer bills during the audit period. Where metering data is unable to be provided for a particular month, the electricity amount per the invoice will be nil, and the amount will be added to the next month's invoice. The code clause assumes an estimated bill will be issued to a customer if a bill cannot be based on an actual reading. Metering Code clause 5.3 requires a network operator to provide the retailer with energy data, which is either actual data or estimated data. Therefore, a default \$0 bill with nil reading is not compliant to the obligation. RIA should estimate a reading instead to avoid any potential bill shock for customers. It was also noted that there is no formal policy held by McGee's or RIA in the event that metering data cannot be provided. | RIA should ensure if a bill cannot be based on an actual meter reading, an estimated bill is issued to the customer following the prescribe methodologies per Metering Code for creating estimated readings | RIA confirmed a new policy is not deemed to be required only adherence to COC Div 3 Clause 4.8. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020, it was noted that the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316)' and confirmed it was compliant. Date Resolved: November 2019 |
| 06/2019 | 124 | B2 | ERA annual compliance report EIRL3 covering period July 2017 - June 2018 was submitted to ERA on 30 August 2018. The following 2017 annual electricity license reporting data sheets | Ensure the annual electricity licence reporting datasheets report are issued to ERA no later than the 1 October dead-line | On enquiry with RIA, we noted that the information provided to ERA complied with the standards |

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|---------|-----|----|--|--|--|
| | | | <p>were issued to ERA on 20 September and published on RIA website on 6 October 2017:</p> <ul style="list-style-type: none"> • 2017 Electricity License Reporting Datasheets -Distribution • 2017 Electricity Performance Reporting Datasheets- Retail <ul style="list-style-type: none"> • 2017 Electricity License Reporting Datasheets Network Quality Reliability Code <p>The following 2018 annual electricity license reporting datasheets were submitted to ERA and published on the RIA website on 23 October 2018, outside the 1 October deadline stipulated by the ERA</p> <ul style="list-style-type: none"> • 2018 Electricity License Reporting Datasheets Network Quality Reliability Code • 2018 Electricity License Reporting Datasheets -Distribution • 2018 Electricity Performance Reporting Datasheets - Retail | <p>following the reporting period. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved.</p> | <p>prescribed in the manner requested by the ERA. We further confirmed this via observing the email sent to ERA submission of 2020 Annual Reporting and Performance Reporting under ERA integrated regional licence EIRL3, by RIA.</p> <p>Date Resolved: March 2021</p> |
| 07/2019 | 172 | B2 | <p>We note that during the audit period, there was only one request from a customer for McGee's/ RIA to review their electricity bill. Subsequently, the customer paid the bill amount owing with no further proceedings or action required. We note in the email correspondence between McGee's and the customer. McGee's advised the customer that they could request a meter test in accordance with the Code of Conduct. However, it was noted that the customer was not informed of the existence and operation of RIA's internal complaints handling processes and details of applicable external complaints handling processes.</p> <p>We reviewed the internal complaints register to confirm that no other requests for meter review, occurred during the audit period.</p> | <p>RIA to ensure, when reviewing customers bill on request by the customer, that the customer is informed of the existence and operation of RIA's internal complaints handling processes and details of applicable external complaints handling processes.</p> | <p>Utilities Complaints Procedure & Utilities Complaints Form reviewed and updated.</p> <p>On enquiry with Burgess Rawson, we noted that, during the audit period, there were no instances noted where a customer had to repay the bill.</p> <p>Date Resolved: November 2019</p> |
| 08/2019 | 306 | B2 | <p>The following 2017 datasheets and reports were provided to ERA on 20 September 2017, within the timeframe, manner and form specified by ERA.</p> <ul style="list-style-type: none"> • 2017 Electricity License Reporting Datasheets –Distribution • 2017 Electricity Performance Reporting Datasheets-Retail <ul style="list-style-type: none"> • 2017 Electricity License Reporting Datasheets Network Quality Reliability Code <p>The following 2018 datasheets and reports were provided to ERA in the manner and form specified by ERA, however these were provided on 23 October 2018, outside the timeframe (1 October) stipulated by the ERA.</p> <ul style="list-style-type: none"> • 2018 Electricity License Reporting Datasheets | <p>Ensure the annual electricity licence reporting datasheets report are provided to ERA no later than the 1 October deadline following the reporting period. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved.</p> | <p>It was noted that the RIA has prepared a report each reporting year during the audit period 2018 - 2020. These are included on the RIA website. We further reviewed the email sent by RIA to ERA for publishing the reports within the stipulated timeline.</p> <p>Date Resolved: March 2021</p> |

| | | | Network Quality Reliability Code 2018 Electricity License Reporting Datasheets - Distribution • 2018 Electricity Performance Reporting Datasheets -Retail | | |
|---------|-------|----|--|---|---|
| 09/2019 | 326 | C3 | Electricity Industry Metering Code, clause 3.5(1) and (2) It was confirmed through inquiries that RIA/PFM does not comply with this requirement. We note that not every connection point has an individual meter. There are 510 connection points on Rottnest Island and only 205 meters. The unmetered connection points are mainly made up of RIA holiday accommodation units. | RIA should determine whether it intends to operate the holiday accommodation units as Type 7 connections, or if it intends for them to be metered connections that are not currently fitted with a meter. Per the Metering Code, the definition of a Type 7 connection point does not include residential short-stay accommodation. It is specific to small loads and loads consuming less than the starting electrical current of a meter. | Complete - no action required to close the recommendation. ERA confirmed with RIA that this obligation would not be applicable to the holiday accommodation units since selling of electricity only applies to the customers and commercial metering points on the island. We further note that RIA owns all the holiday accommodation units and is essentially self-supplying electricity. A meter verification process was completed by RIA in March 2021. Date Resolved: March 2021 |
| 12/2019 | 345 | C3 | Electricity Industry Metering Code, clause 3.12(4) Based on our inquiry, we noted that PFM does not maintain drawings detailing metering installation of all meters at Rottnest Island, consistent with good electricity industry practice. | It is recommended that drawings of the metering installation on Rottnest Island are produced and maintained, to comply with good electricity industry practice. | Complete. Drawings for typical meter installations have been completed. They will be used to validate metering installations on Rottnest Island. Date Resolved: November 2019 |
| 14/2019 | 483A. | B2 | The 2017 Network Quality and Reliability of Supply Performance Audit Report - Operation of Compliance Monitoring Systems was published on the RIA website on 6 October 2017. | Ensure the network quality and reliability of supply independent report is published on the RIA website no later than the 1 October deadline following the reporting period. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved. | The 2020 Network Quality and Reliability of Supply Performance Audit Report - Operation of Compliance Monitoring Systems' was published on RIA website on 24 September 2020. Date Resolved: March 2021 |

| 15/2019 | 485 | B2 | The Rottnest Island Network Quality Report 2017-2018 was provided to ERA on 23 October 2018, the same day it was published on the RIA website. | Ensure the Network Quality report is provided to ERA not less than 7 days before it is published. RIA should ensure controls and monitoring processes are in place to ensure compliance is achieved. | The Network Quality Report was provided to the ERA on 24 September 2020 and was subsequently published on the RIA website with the ERA approval. Date Resolved: March 2021 |
|--|-----------------------------|--------|--|---|--|
| Reference (No./year) | Legislative Obligation Ref. | Rating | Details of the issue | Auditors' Recommendation | Action taken by the licensee by the end of the audit period |
| B. Unresolved during current audit period | | | | | |
| 10/2019 | 342 | C3 | On enquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. An upgrade process is currently underway for all the CT's on the island. We further note that PFM confirmed that the non-compliant installations cannot be changed until the upgrade is completed. (For e.g. Geordie Bay Transformer & Abbott St Transformer). It was also further noted that the Rottnest Island Authority has a Metrology Procedure in place, however, it does not address the design of metering installations. RIA is aware of this issue and has a program planned to change the CTs, subject to receiving funding. | We noted that PFM and RIA have a program in place to rectify non-compliant CT's. including a capital expenditure commitment. We recommend that PFM and RIA should also maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame. | RIA has engaged a suitable firm to carry out an in-depth review of the Metrology Procedure and identify the appropriate corrective actions to address this audit finding. Refer to 11/2019 for further details. |
| 11/2019 | 343 | C3 | On enquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. An upgrade process is currently underway for all the CT's on the island. We further note that PFM confirmed that the non-compliant installations cannot be changed until the upgrade is completed. (For e.g. Geordie Bay Transformer & Abbott St Transformer). | We noted that PFM and RIA have a program in place to rectify non-compliant CT's. including a capital expenditure commitment. We recommend that PFM and RIA should also maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the | Metering survey checking and identifying all meters complete. Plan development underway to replace non-compliant CT metering units. |

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|---------|-----|----|--|--|---|
| | | | <p>It was also further noted that the Rottnest Island Authority has a Metrology Procedure in place, however, it does not address the design of metering installations.</p> <p>RIA is aware of this issue and has a program planned to change the CTs, subject to receiving funding.</p> | <p>requirements, within a reasonable time frame.</p> | |
| 13/2019 | 349 | C3 | <p>We noted that the CT (Current Transformer) installations on the island are non compliant with the prescribed design requirements as per Table 3 in Appendix 1.</p> <p>However, RIA confirmed that CTs are compliant from a measurement and clearing perspective.</p> <p>Per further discussions, an upgrade process is currently underway for all the CT's and its switchboards on the island. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed. (For eg. Geordie Bay Transformer & Abbott St Transformer)</p> <p>It was also further noted that the Rottnest Island Authority has a Metrology Procedure in place, however, it does not address the design of metering installations.</p> <p>RIA is aware of this issue and has a program planned to change the CTs, subject to receiving funding.</p> | <p>We noted that PFM and RIA have a program in place to rectify non-compliant CT's. including a capital expenditure commitment. We recommend that PFM and RIA should also maintain a compliance register to provide assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | <p>See 11/2019 for further updates on metering actions.</p> |

6 Recommendations

Table below outlines RIA's current status on audit recommendations to address non-compliances and controls deficiencies.

Table 7: Status of recommendations

| A. Resolved during current audit period | | | |
|---|--|--|---|
| Recommendation reference | Non-Compliance/Control improvement | Date resolved and action taken by licensee | Auditors comments |
| 01/2019 | <p style="text-align: center;">A2/131</p> <p>Per inquiry and through our system walkthrough with Burgess Rawson, it was noted that the relevant details listed within subclause 2.2(2) are included in RIA's Standard Form Contract. Prior to signing this contract, the customer is required to have read, signed and dated the contract. Testing was not performed over new customers as we note there have not been any new customers for the RIA in the audit period.</p> <p>We further note from the Post Audit Implementation Audit Plan 2021 that the required recommendations for this obligation were resolved in January 2020. Hence, we determined that RIA has been non-compliant for the period March 2019 - December 2019.</p> <p>In prior year audit findings it was noted that the 24 hour emergency contact number was not updated on the invoices. A redesign on invoices was done in January 2020. Burgess Rawson are now the property managers for RIA and their invoices are compliant with requirements of this obligation.</p> | <p>Per inquiry and system walkthrough with Burgess Rawson, it was confirmed that invoices now include a 24hr telephone number.</p> <p style="text-align: center;">Date Resolved: January 2020</p> | <p>The non-compliance was resolved during the audit period, therefore a recommendation has not been made. No further action required.</p> |
| 03/2019 | <p style="text-align: center;">A2/379</p> <p>Through inquiry with PFM, it was noted that all meters on Rottnest Island are covered with locked seals.</p> <p>We performed a site tour of the island and inspected two meters. Both meters were sealed in locked boxes, and hence appear to be secure from unauthorised local or remote access.</p> <p>We further note that the required recommendations for this obligation were resolved in January 2020. Hence, we determined that RIA has been non-compliant for the period March 2019 - December 2019, as the metering points were not secure for the said period.</p> | <p>Complete. This recommendation has been fully implemented. All meters on Rottnest Island are covered with locked seals.</p> <p style="text-align: center;">Date Resolved: November 2019</p> | <p>Recommendation was resolved during the audit period therefore a recommendation has not been made. No further action required.</p> |
| 04/2019 | <p style="text-align: center;">A2/155</p> <p>Per inquiry and through our system walkthrough with Burgess Rawson, it was noted that the relevant details listed within subclause 2.2(2) are included in RIA's Standard Form</p> | <p>Complete. This recommendation has been fully implemented. Please note that Burgess Rawson are now property managers not McGee's. We note the</p> | <p>The non-compliance was resolved during the audit period, therefore a</p> |

| | | | |
|---------|--|---|--|
| | <p>Contract. Prior to signing this contract, the customer is required to have read, signed and dated the contract. Testing was not performed over new customers as we note there have not been any new customers for the RIA in the audit period.</p> <p>We further note from the Post Audit Implementation Audit Plan 2021 that the required recommendations for this obligation were resolved in November 2021. Hence, we determined that RIA has been non-compliant for the period April 2019 - October 2019. In prior year audit findings it was noted that the 24 hour emergency contact number was not updated on the invoices. A redesign on invoices was done in January 2020. Burgess Rawson are now the property managers for RIA and their invoices are compliant with requirements of this obligation.</p> | <p>invoice sampled complied with clause 4.5(1) and included all required information.</p> <p>Date Resolved: November 2019</p> | <p>recommendation has not been made. No further action required.</p> |
| 05/2019 | <p style="text-align: center;">A2/159</p> <p>Per inquiry with Burgess Rawson, it was noted that Burgess Rawson uses estimation for the Anglican Church Meter billing. Historical data from the metering spreadsheet is used for billing, by using a 12-month average of the previous year. Meter readings for these bills are conducted and information of these readings is provided to customers if they request for it. Burgess Rawson then provides a bill based on the historical amount to the customer. If the customer is not satisfied with the amount, they provide a picture of the meter. In case the amount charged is in excess, it is adjusted via a credit in the next billing cycle.</p> <p>On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020 we noted that the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316). Hence we conclude that the control activity is being performed appropriately, without any issues or complaints noted from the customer, i.e The Anglican Church property. We further note this observation was resolved in November 2019. Hence we can conclude that RIA was non-compliant between April 2019 - October 2019. The previous non-compliance noted was that estimation billing was not available to customers.</p> | <p>RIA confirmed a new policy is not deemed to be required only adherence to COC Div 3 Clause 4.8. On enquiry and observing the invoice provided for the period 29-Feb-2020 to 30-April-2020, it was noted that the original estimation invoice (#2178) had the estimated amount charged to Anglican Church. This was further adjusted and credited in the subsequent invoice (#2316)' and confirmed it was compliant.</p> <p>Date Resolved: November 2019</p> | <p>The non-compliance was resolved during the audit period, therefore a recommendation has not been made. No further action required.</p> |
| 12/2019 | <p style="text-align: center;">A2/345</p> <p>Based on our inquiry with PFM, we noted that PFM maintains drawings detailing metering installation of all meters at Rottnest Island, consistent with good electricity industry practice. An external independent body, Spring30 provides the drawings and sends them to RIA for approval.</p> <p>We further note from the Post Audit Implementation Audit Plan 2021 that the required recommendations for this obligation were resolved in November, 2019. Hence, we determined that RIA has been non-compliant for this obligation, as RIA did not maintain drawings and supporting information, of a standard consistent with good electricity industry practice, to detail the metering installation for maintenance and auditing purposes, for the period April 2019 - October 2019.</p> | <p>Complete. Drawings for typical meter installations have been completed. They will be used to validate metering installations on Rottnest Island.</p> <p>Date Resolved: November 2019</p> | <p>This recommendation was resolved during the audit period and therefore a new recommendation has not been made. No further action required</p> |

B. Unresolved at end of current audit period

| Recommendation reference | Non-Compliance/Control improvement | Auditor's recommendation | Action Plan |
|--------------------------|---|--|--|
| 01/2021 | <p style="text-align: center;">B3/160</p> <p>As per the Code of Conduct clause 4.8(2), Estimations, if a retailer bases a bill upon an estimation, the retailer must clearly specify on the customer's bill that—</p> <p>(a) the retailer has based the bill upon an estimation;</p> <p>(b) the retailer will tell the customer on request—</p> <p style="padding-left: 40px;">(i) the basis of the estimation; and</p> <p style="padding-left: 40px;">(ii) the reason for the estimation; and</p> <p>(c) the customer may request—</p> <p style="padding-left: 40px;">(i) a verification of energy data; and</p> <p style="padding-left: 40px;">(ii) a meter reading</p> <p>Per inquiry with Burgess Rawson and observation of two (2) estimation invoices and electricity summary documents charged to the Anglican Church Property, we noted that the 'reason for estimation' was not specified in the documents.</p> <p>Estimation procedures are covered under section 7.4 of the Standard Form Contract of RIA. However, the reasons for estimation are not referred to in the Standard Form Contract.</p> | <p>RIA to incorporate reason for providing estimation on all invoices and the Standard Form Contract (section 7.4) which use estimation, for their customers.</p> | <p>Proposed date of action - July 2022</p> <p>Responsibility - Director Contracts and Planning.</p> |
| 02/2021 | <p style="text-align: center;">B2/385</p> <p>It was confirmed via enquiry and document review of the 'Meter Readings Monthly Procedure' that meter readings of the energy data are to be carried out during the end of each month over two (2) days. It further states that the PFM Manager/Supervisor, will enter data into the spreadsheet ('Monthly Meter Reading' spreadsheet).</p> <p>However the Meter Readings Monthly Procedure document does not specify the time to transfer the energy data into the 'Monthly Meter Reading' spreadsheet, after completing the meter reading. Additionally there is no entry date column in the 'Monthly Meter Reading' spreadsheet to validate compliance.</p> | <p>RIA should also include 'date of meter reading' and 'date of entry' columns in the Monthly Meter Reading' spreadsheet to enable compliance monitoring. The Meter Readings Monthly Procedure should be updated to reflect the timeframe required for entry into the spreadsheet.</p> | <p>Proposed date of action - February 2022 –</p> <p>RIA will instruct Burgess Rawson to incorporate reason for providing estimation on all invoices.</p> <p>Responsibility - Director Contracts and Planning</p> |

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|---------|--|--|--|
| 03/2021 | <p style="text-align: center;">C3/342</p> <p>On enquiry with PFM we noted that there are meters at RIA with CT connections. Per inquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. We noted via enquiry with PFM and RIA that the ‘class’ and ‘burden’ components of the CT’s are non-compliant. It is also noted that the non-compliant CT’s are aged. An upgrade process is currently underway for all the CT’s on the island. We noted that these aged CT’s installed are close to energised equipment. Therefore, they are only accessible when supply is dead. Hence, observation was unable to be performed. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed e.g. Geordie Bay Transformer & Abbott St Transformer. We noted that PFM and RIA have a program in place to rectify non-compliant CT’s, including a capital expenditure commitment subject to funding.</p> | We recommend that PFM and RIA to ensure that metering installation complies with the prescribed design requirements. RIA should maintain a compliance register to provide assurance all CT’s at Rottnest Island are compliant to the requirements, within a reasonable time frame. | <p>Complete - RIA has engaged a suitable firm to carry out an in-depth review of the Metrology Procedure and identify the appropriate corrective actions to address this audit finding.</p> <p>The ERA has accepted this review and it was noted that the RIA Metrology procedure aligned the Horizon Power procedure with the ERA accepting RIA’s position.</p> <p>Refer to 11/2019 for further details.</p> <p>Responsibility - Director Contracts and Planning.</p> |
| 04/2021 | <p style="text-align: center;">C3/343</p> <p>On enquiry with PFM we noted that there are meters at RIA with CT connections. Per inquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. We noted via enquiry with PFM and RIA that the ‘class’ and ‘burden’ components of the CT’s are non-compliant. It is also noted that the non-compliant CT’s are aged. An upgrade process is currently underway for all the CT’s on the island. We noted that these aged CT’s installed are close to energised equipment. Therefore, they are only accessible when supply is dead. Hence, observation was unable to be performed. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed e.g. Geordie Bay Transformer & Abbott St Transformer. We noted that PFM and RIA have a program in place to rectify non-compliant CT’s, including a capital expenditure commitment subject to funding.</p> | We recommend that PFM and RIA to ensure that metering installation complies with the prescribed design requirements. RIA should maintain a compliance register to provide assurance all CT’s at Rottnest Island are compliant to the requirements, within a reasonable time frame. | <p>Metering survey checking and identifying all meters complete. RIA have a development plan underway to replace non-compliant CT metering units. Due December 2024 subject to funding.</p> <p>Responsibility - Director Contracts and Planning.</p> |
| 05/2021 | <p style="text-align: center;">C3/349</p> <p>On enquiry with PFM we noted that there are meters at RIA with CT connections. Per inquiry with PFM, we noted that the CT (Current Transformer) installations are non-compliant with the prescribed design requirements. We noted via enquiry with PFM and RIA that the ‘class’ and ‘burden’ components of the CT’s are non-compliant. It is also noted that the</p> | We recommend that PFM and RIA to ensure that metering installation complies with the prescribed design requirements. RIA should maintain a compliance register to provide | <p>Metering survey checking and identifying all meters complete. RIA have a development plan underway to replace non-compliant CT</p> |

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| | <p>non-compliant CT's are aged. An upgrade process is currently underway for all the CT's on the island. We noted that these aged CT's installed are close to energised equipment. Therefore, they are only accessible when supply is dead. Hence, observation was unable to be performed. PFM confirmed that the non compliant installations cannot be changed until the upgrade is completed e.g. Geordie Bay Transformer & Abbott St Transformer. We noted that PFM and RIA have a program in place to rectify non-compliant CT's, including a capital expenditure commitment subject to funding.</p> | <p>assurance all CT's at Rottnest Island are compliant to the requirements, within a reasonable time frame.</p> | <p>metering units. Due December 2024 subject to funding.</p> <p>Responsibility - Director Contracts and Planning.</p> |
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Appendix A – References

Personnel and documentation

Key contacts and Audit Team

On behalf of the licensee, key contacts for the performance audit were:

RIA Fremantle head office:

- Rebecca Gabitus - Acting Environment, Sustainability and Compliance Manager
- Elise Luscombe - A/ Environment, Health and Compliance Coordinator
- Angela Sicree - Leasing and Planning Assistant
- Roger Petit - Manager, Electricity and Fuel Infrastructure
- Sydney McDowell - Director of Infrastructure
- Eammon Williams - Manager Contracts

At the Rottnest Island Power utility facility, the operator, Programmed Facilities Management:

- Orrin Neal - Manager, Compliance, Programmed Facilities Management

Burgess Rawson Perth head office:

- Luke Bennett - Trust Accountant

The Audit and Review team comprised of the following personnel:

- Justin Eve - Engagement Leader
- Cameron Jones - Quality Review Partner (QRP)
- Kate Barton - Team Manager
- Mily Foeng Vergel - Senior Consultant
- Quentin Thony - Senior Consultant
- Adwait Milind Vaidya – Senior Consultant

Documentation

Key documents that were reviewed as part of the audit included the following (see below). Additional documents were included in the list as the audit progressed.

- 2019 Performance Audit and Asset Management Review Final Report (PwC)
- Compliance Update Reports 2019-2021
- 2017 Electricity License Reporting Datasheets
- 2018 Electricity License Reporting Datasheets
- 2019 Electricity License Reporting Datasheets
- 2020 Electricity License Reporting Datasheets
- 2021 Electricity License Reporting Datasheets
- 2019 to 2020 Network Quality and Reliability of Supply Independent Audit Report (1)
- 2020 Electricity Licence Report Datasheets - Distribution
- 2020 Electricity Licence Reporting Datasheets NQR Code
- 2020 Electricity Retail Licence Performance Report Datasheets
- 4.1 Corporate Policy Statement 63 - Information and Related Technology
- 4.2 Corporate Policy Statement 70 - Information Security Management
- 4.3 Corporate Policy Statement 56 - Risk Management
- 6.5.1 Quarterly Risk Management Summary Report - June 2021
- 7 years Billing Data-Screenshot 1
- 7 years Billing Data-Screenshot 2
- Annual Report 2018 - 2019
- Annual Report 2019 - 2020
- Appendix A (i) Reactive Maintenance Monthly Tracker - May 2021
- Appendix A (ii) Planned Maintenance Monthly Tracker - May 2021
- Appendix A (iii) Water Leak Monthly Tracker - May 2021
- Appendix A (iv) Corrective Maintenance Monthly Tracker - May 2021
- Appendix C (iv) Hybrid Power Station Monthly Report
- Billing out of order (late bill)
- Email - Rottneest Island Authority submission of 2020 Annual Reporting and Performance Reporting under ERA integrated regional licence
- Email from RIA 8th Sep 2020- Publishing of ERA Electrical Reports
- Email Inquiry
- Email Notification to Customers
- Emergency Generator Installation
- Emergency Response Plan – Rottneest Island, December 2019
- Estimation Invoice 1 (Anglican Church Property) #2316
- Estimation Invoice 2 (Church Property) #2178)
- Estimation Electricity Statement 1 - 01-Jul-2020 to 31-Jul-2020
- Estimation Electricity Statement 2 - 01-May-2020 to 31-May-2020
- Evidence of when Meters were last replaced
- Example of Automated Spreadsheet (1)
- Fees paid to ERA - Invoice copy 102525
- Fees paid to ERA - SAGE Screenshot
- Final Bill - 2 Welch
- FUSS 1 Contract
- FUSS contract (signed)
- FUSS Contract 2 (signed)
- FUSS KPI Report - March 2021
- FUSS Service KPI Report May 2021
- FUSS001 - Planned Maintenance Activity Report 2020_21
- FUSS001 - Planned Maintenance Activity Report_2019_2020, Review documents
- FUSS001 - Planned Maintenance Activity Report_2019-2020
- Hotel Solar Installation

- BR-Invoice Example-Electricity Audit
- Burgess Rawson - Scope of Responsibilities for Utilities (copy of letter to RIA)
- Burgess Rawson-Electricity Audit (Invoice sample)
- Certificate of Conformance (Calibration Evidence)
- Clean version of final Standard Form Contract - Rottnest Island Authority
- Code of Conduct for small use customers
- Commercial Lease with included SFC
- Copy of ALL Meter Readings May 21
- Copy of ALL Meter Readings May 21
- Copy of Licence and Compliance Register
- DRAFT Standard Form Contract Supply of Electricity Review
- Electrical - Service Recovery and Contingency Plan
- Electrical Customer Complaints Reporting Register
- Electrical Metering Database_Rottnest Island
- Electrical Power System Update
- Electricity Licence Performance Reporting Datasheets 2019 - Distribution
- Electricity Licence Performance Reporting Datasheets 2019 - NQR
- Electricity Licence Performance Reporting Datasheets 2019 - Retail
- Email - Check report sent by RIA to ERA to meet obligations as mentioned
- Email - Church Invoice Meter Read Request - Estimation
- Email - From RIA 2021- Plan to meet obligations for non-compliant - Abbott St and Geordie Bay Works
- Email - Request - Rottnest Island Authority to confirm documents sent to ERA
- Rottnest Electrical Distribution and Connection Manual
- Rottnest Electrical Metrology Procedure November 2017
- Rottnest Generation Development Study Report Final Rev 3
- Rottnest Island Authority - Risk Management Framework - October 2019 (ERMP)
- Rottnest Island Authority - Risk Management Framework - October 2019
- Rottnest Island Electricity Safety Manual 2016
- Rottnest Island Emergency Management Plan-BushFire
- Rottnest Island Management Plan (RIMP)
- Rottnest Island Master Plan 2019
- Rottnest Island Power Quality Report 2020
- Rottnest Island Power Quality Report 2021
- Rottnest Multi Asset Utility Plan (MAUP)
- SAIDI figures
- Sample of standard form contract
- Hotel Solar Installation 2
- Hotel Solar report
- Invoice from ERA for Licence Obligation
- List of Customer Email Addresses
- List of Invoices sent to tenants on Rottnest Island
- Meter Connection Types and Drawings
- Meter Installation 2 (Picture)
- Meter Installation 3 (Picture)
- Meter Installation and Calibration Procedure
- Meter lead crimp seal
- Meter Read Spreadsheet
- Meter Read Spreadsheet
- Meter Readings Monthly Procedure
- Metrology Procedure Draft Letter to ERA
- Network Quality and Reliability of Supply Report (2019 -2020)
- Network Quality and Reliability of Supply Report (2020-2021)
- NQRS Independent Audit Report
- OPERATIONAL RISK REGISTER - April 2021
- PFM meter replacement test sheet
- Planned Maintenance Procedure Service Delivery
- Planned Outage Notification Procedure
- Power Outages 2019 - 2020
- Power Outages 2020 - 2021
- Powerhouse Outages Procedure
- PwC Mail - RIA responses for Obligations 72-77
- Quarterly Risk Management Summary Report - June 2021
- Re_ Meter Reading request - (Email sample)
- Residential Lease - See Section 7
- Restoration Priority Register Electrical Services Procedure
- RIA 2021 Audit Plan Final
- RIA Metering Standard Wiring
- RIA METROLOGY PROCEDURE-RESPONSE TO AUDIT
- RIA Policy Schedule - April 2021
- RIA Report Oct (GHD) 04102017
- Risk Management Policy 2020
- Utilities Customer Complaints Flowchart(page 5)
- Utilities Customer Complaints Procedure
- Utilities-customer-complaints-form
- Utility, tariffs, fees & charges 2019/20
- Utility, tariffs, fees & charges 2020/21

- SCT training certificate - Orrin Neale
- SDP Section 4 Risk Management Plan 2021
- Strategic Risk Register - 2020-21 (381005)
- Email - RIA Metering Standard Wiring (1)

- System Performance Measures SAIDI SAIFI CAIDI Procedure
- Utilities Charges 2021-22
- Utilities Charges Register, 2019-20, 2020-21

Work schedule

| Activity | Team Member | Start Date | Completion Date | Actual Time (Hrs) |
|--|--|------------|-----------------|-------------------|
| Project start | Justin Eve, Partner Kate Barton, Senior Manager Mily Foeng Vergel, Senior Consultant Adwait Vaidya, Senior Consultant | 09/06/2021 | N/A | N/A |
| Preliminary Assessment | Justin Eve, Partner Cameron Jones, QRP Kate Barton, Senior Manager Mily Foeng Vergel, Senior Consultant | 09/06/2021 | 09/06/2021 | 10 |
| Audit and Review Plan – Issued First Draft to RIA | Justin Eve, Partner Kate Barton, Senior Manager Mily Foeng Vergel, Senior Consultant Adwait Vaidya, Senior Consultant Quentin Thony, Senior Consultant | 09/06/2021 | 02/07/2021 | 22.5 |
| Audit meetings and documentation review | Justin Eve, Partner Cameron Jones, QRP Kate Barton, Senior Manager Mily Foeng Vergel, Senior Consultant Adwait Milind Vaidya, Senior Consultant | 02/07/2021 | 31/08/2021 | 200 |
| Report – First Draft to RIA/ERA and Post Audit Implementation Plan | Justin Eve, Partner Cameron Jones, QRP Kate Barton, Senior Manager | 30/07/2021 | 14/09/2021 | 57.5 |
| Report – Final Issue to RIA/ERA | Justin Eve, Partner Cameron Jones, QRP Kate Barton, Senior Manager | 28/09/2021 | 12/10/2021 | 21 |

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|---|--|------------|------------|----|
| | Mily Foeng Vergel, Senior Consultant | | | |
| Report - Post Audit Implementation Plan (if applicable) | Justin Eve, Partner Cameron Jones, QRP Kate Barton, Senior Manager Mily Foeng Vergel, Senior Consultant | 12/10/2021 | 26/10/2021 | 10 |