

Decorative Painting of Distribution Assets



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PURPOSE AND SCOPE

The purpose of the reference document is to outline the requirements to requests to carry out decorative painting of Ergon Energy distribution assets.

RESPONSIBILITIES

Executive General Manager Network Optimisation is the Process Owner responsible for approving this Reference document.

Group Manager Engineering Standards and Technology is responsible for maintaining this Reference document.

Engineering Manager Distribution Network Standards is the Subject Matter Expert (SME) for the content this Reference document.

DEFINITIONS, ABBREVIATIONS AND ACRONYMS

Nil

REFERENCES

Nil

INTRODUCTION

From time to time, Ergon Energy Corporation Limited receives requests to paint poles, padmount transformers or distribution cabinets in order to improve the visual impact of the installation or to complement adjacent decorative painting. These requests typically come from local community groups or property owners. In some situations such painting may make the presence of this infrastructure more acceptable to the community.

In order to provide a consistent response to these requests, the following policy guidelines should be applied

POLICY

Nature of Decorative Painting

The proposal and theme of the decorative painting should be compatible with the surrounding environment and should have the approval of the relevant local authority. No material of advertising or commercial nature is permitted.

Safety Issues

Painting of poles is permitted to a height of 3 m only or 2.4 m on poles with earth downloads covered with insulating battens i.e. not past the top of the batten. No Ergon Energy signage or numbering to be obscured.

Painting of poles with equipment at ground level e.g. Air Break Switch poles is not permitted.

Local operations staff should assess the risks associated with the intended painting and if necessary, provide a safety observer to monitor the painting operation.

Painting shall not be commenced until approval is provided from Ergon Energy

Cost Recovery

Costs associated with any work or inspection carried out by Ergon Energy prior to work commencing, to make or ensure the pole/structure is safe for painting, should be borne by the association/company, with a deposit or agreement to pay before work is commenced. This may include the need for a safety observer whilst the work is underway. This cost

recovery may be waived at the discretion of the Regional Operations Manager if the painting is considered to be a community involvement initiative which is considered worthy of support.

Maintenance Issues

No responsibility will be taken by Ergon Energy for any damage to the decorative paintings as a result of maintenance of equipment.

The applicant is to provide an undertaking to maintain the painting in sound condition so that it does not become an eyesore or pay for the removal. The requirement for a bond to cover this work may be required at the discretion of the Regional Operations Manager.

Paint type, colour etc is to be to the approval of Ergon Energy (with regard to such issues as heat dissipation) Consideration should be given with regard to the ability of paint to readily adhere to some pillar materials.

Legal Liability

The applicant is to provide an indemnity to protect Ergon Energy against any occurrence resulting from the presence of or installation of the paintings. The attached pro forma should be used for this purpose.

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THIS DEED POLL is made the _____ day of _____ 20 .

BY the person/persons/company described in the First Schedule hereto (hereinafter called "the Indemnitor") **IN FAVOUR OF** ERGON ENERGY CORPORATION LIMITED (ACN 087 646 062) (hereinafter with its successors and assigns called "Ergon Energy")

MEANINGS

"the Indemnitor" means and includes the executor and administrator of the Indemnitor and where there is more than one Indemnitor each Indemnitor jointly and severally and includes the respective executors and administrators of each

"decorative painting" means paint applied to Ergon Energy distribution infrastructure for the purpose of improvement of the visual impact of the infrastructure or to complement painting of adjacent infrastructure.

WHEREAS

- A. The Indemnitor has requested permission from Ergon Energy to paint Ergon Energy assets in according with details provided by written application including an attached plan and in accordance with conditions nominated by Ergon Energy.
- B. The Indemnitor acknowledges that Ergon Energy is only prepared to comply with the Indemnitor's requests subject to the Indemnitor executing this document.
- C. This document records the agreement between the Indemnitor and Ergon Energy.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY DECLARED BY THE INDEMNITOR AS FOLLOWS:

- 1. The Indemnitor acknowledges and accepts the conditions relating to the painting which are contained in the Second Schedule hereto.

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2. In consideration of Ergon Energy agreeing to the painting of Ergon Energy assets, the Indemnitor does hereby indemnify Ergon Energy against all actions, liabilities, proceedings, claims, suits, losses, damages, costs and expenses of any description and whether by way of property damage, personal injury, death or otherwise which Ergon Energy may suffer, incur or sustain arising in any way whatsoever out of or connected with the painting operation including any negligent or wilful act or omission of the Indemnitor.
3. This Indemnity shall remain in full force and effect until:-
- 3.1 the decorative paintings are permanently removed; or
 - 3.2 Ergon Energy discharges or releases the Indemnitor from the Indemnity in writing;
or
-

THE FIRST SCHEDULE

"the Indemnitor"

THE SECOND SCHEDULE

"the agreed installation conditions"

- (a) The Indemnitor must specify the details of the decorative painting design and colour and provide evidence of local authority approval for the proposed painting.
- (c) Painting shall be undertaken so as to comply with any requirements or restrictions specified by Ergon Energy at the Indemnitor's expense. These conditions shall include but not be limited to:-
 - i. Painting of poles limited to 3m above ground or 2.4 m on poles with insulated earth downloads.
 - ii. Painting of poles fitted with equipment at ground level is not permitted.
 - iii. ERGON signage or numbering is not to be obscured.
- (e) The Indemnitor will lodge a security deposit or bond in an amount to be determined by Ergon Energy with Ergon Energy to cover the cost of removal of the painting when required.

