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#### 1 Purpose and Scope

The purpose of the reference document is to outline the requirements for the attachment of thirdparty equipment to Ergon Energy poles. It applies to equipment such as sirens, security cameras, monitoring devices, decorations and banners.

#### 2 Definitions and Abbreviations

#### 2.1 Definitions

Authorised Person a) has enough technical knowledge and experience to do work that involves

contact with, or being near to, the electric line; and

b) has been approved by the person in control of the electric line to do work that involves contact with, or being near to, the electric line, or is authorised to act for the person in control of the electric line under Schedule 2 Part 1 of the Electrical

Safety Regulation (Qld) 2013.

Responsible Person The person responsible for ensuring the electrical safety of persons working near

overhead or underground electric lines in accordance with requirements of Part 5

of the Electrical Safety Regulation (Qld) 2013

Safety Advice The Ergon Energy Safety Advice on working near Electric Lines form

(BS001405F108).

#### 3 References

Nil

### 4 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.

### 5 Safety Advice

Before carrying out any work on an Ergon Energy pole/s the person, worker or Person Conducting a Business or Undertaking (PCBU) is required to ensure that the potential hazards are identified and a **risk assessment** is conducted and the necessary control measures implemented to minimise electrical safety risks to ensure the safety of all workers another persons at the workplace.

The *Electrical Safety Regulation (Qld) 2013* and the Electrical Safety Code of Practice 2010 - Working Near Overhead and Underground Electric Lines detail the Exclusion Zones that must be maintained.

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The person, worker or PCBU is required to contact Ergon Energy and request written Safety Advice. Exclusion zones must be maintained until such times as Ergon Energy has provided written Safety Advice.

Safety Advice shall be requested by the Responsible Person being engaged to do the attachment and removal work and provided on each occasion prior to any attachment of third-party equipment being installed on Ergon Energy poles. A separate Safety Advice shall also be required for removal of the third-party equipment if the duration of work dates on the Safety Advice has expired.

In order to obtain Safety Advice from Ergon Energy, call 13 10 46 or complete and return (by fax or email) a Safety Advice Request Form. Provision of written Safety Advice and/or other control measures by Ergon Energy may incur a fee.

The person, worker or PCBU directly engaged in the attachment of the banners/decorations must be **an approved Authorised Person to perform work** on Ergon Energy poles. Authorised Person requirements are detailed in:

- The Electrical Safety Code of Practice 2010 Working Near Overhead and Underground Electric Lines
- Electricity Entity Requirements: Working Near Overhead and Underground Electric Lines

Further details on Safety Advice and Authorised Persons requirements and approval are available at:

https://www.ergon.com.au/network/safety/business-safety/the-outdoor-workplace/working-near-powerlines

## 6 Requirements for Attachment of Third-Party Equipment to Ergon Energy Poles

#### 6.1 Ergon Energy Poles

Equipment such as sirens, security cameras, monitoring devices, etc. are only to be attached to poles with Low Voltage construction. This includes rate one or two public lighting poles. Available pole tip loading is to be checked to ensure that the capacity of the pole is not exceeded by the additional wind loading under the limit state loading condition.

Ergon Energy reserves the right to remove the equipment when carrying out repairs and replacement of the pole and associated hardware. Ergon Energy may also request the removal of the equipment from the pole if an anticipated event is due and that it considers the equipment may contribute to pole damage – i.e. such as a cyclone.

#### 6.2 Position on Pole

Equipment to be installed with the bottom attachment no less than 4.9 metres above ground and the top attachment at least 2 metres from exposed LV mains. Attachment of control boxes below 4.9 metres may be accepted provided that the pole is not in a location adjacent to a carriageway or subject to vehicular traffic.

#### 6.3 Attachment Requirements

Attachments are to be attached with clamp on brackets which do not require drilling or welding to the pole element. Use of small coach screws is acceptable on wood poles.

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#### 6.4 Commercial Considerations

Installations are permitted for non-commercial purposes only. In addition to installation andemoval costs, Ergon Energy may require the payment of an annual pole rental, however if the installations are limited in number and for community benefit purposes; this may be dispensed with at the discretion of the Regional Operations Manager.

An agreement should be signed by the customer and should address the following issues:

- Responsibility for costs of supply, installation, maintenance and recovery of the equipment to be at the cost of the customer.
- The customer is esponsible for removal and replacement of the equipment at their cost should pole replacement by Ergon Energy be required.
- No responsibility will be taken by Ergon Energy for any damage to the equipment as a result of routine maintenance or structural failure of the pole.
- Erection, maintenance or removal of attachments or banners on Ergon Energy poles shall not be commenced until written approval is provided from Ergon Energy
- Installation, maintenance orecovery to be carried out only by Ergon Energy staff, at the customers expense or alternatively by a suitably qualified contractor.
- Ergon Energy has the right to terminate the agreement subject to issues arising such as deterioration of the equipment, or adverse public reaction.
- Local government approval is obtained if appropriate.
- Equipment type and attachment details are to be subject to the approval of Ergon Energy.

## 7 Requirements for Attachment of Banners / Decorations to Ergon Energy Poles

#### **7.1** Size

Maximum permitted size for banners are to be 3000 mm vertical and 900 mm horizontal.

Maximum permitted size for decorations are to be 3000 mm vertical and 1500 mm horizontal.

#### 7.2 Ergon Energy Poles

Banners and decorations are only to be attached to poles with Low Voltage construction. This includes rate one or two public lighting poles. Available pole tip loading is to be checked to ensure that the capacity of the pole is not exceeded under the limit state loading condition. In general, steel lighting poles are designed for adouble outreach arm plus a 1 kN service cable load.

The maximum banner size of 3000 mm  $\cancel{8}00$  mmwill add approximately 0.5 kN additional wind load at the limit state design wind pressure on the assumption that the banner has a bottom attachment release.

Restricting banners and decorations to lighting poles without an overhead service will generally be sufficient to ensure that sufficient pole tip load capacity is available.

Ergon Energy reserves the right to remove the equipment when carrying out repairs and replacement of the pole and associated hardware. Ergon Energy may also request the removal of the equipment

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from the pole if an anticipated event is due and that it considers the equipment may contribute to pole damage – i.e. such as a cyclone.

#### 7.3 Position on Pole

Banners and decorations are to be installed with the bottom attachment no less than 4.9 metres above ground and the top attachment at least 2 metres from exposed LV mains.

#### 7.4 Attachment

Banners are to be attached with clamp on brackets which do not require drilling or welding to the pole element and in such a manner that maintains the banner material under tension. The bottom bracket is required to incorporate a mechanism which will release at a wind speed in the range 15 to 25 m/sec (54 to 90 kph) and allow the banner to align with the wind direction. The top attachment should be designed to not detach at wind speeds up to a limit state wind velocity of 55 m/sec.

Decorations are to be attached with clamp on brackets which do not require drilling or welding to the pole element.

#### 7.5 Design

The banner shall be constructed from lightweight material with good UV resistance and the design shall mitigate against aeolian vibration which could result in damage to the pole or attached equipment. Provision of suitably placed ventilation holes may be such a meansof mitigating against such vibration.

The decoration shall allow wind to pass through and not present awind load greater than 0.5kN.

#### 7.6 Commercial Considerations

From a commercial perspective, Ergon Energy has in the past only permitted signage/decorations as proposed to be installed on demporary basis, and almost exclusively only for community events.

Installations installed on a commercial basis should ensure that all additional costs associated with installation, removal, maintenance and administration are recovered and areasonable return on the pole utilisation is achieved. Provision should be made to terminate the arrangement due to such issues as premature failure of light fittings, deterioration of the banner material which results in the installation becoming unsightly or adverse public reaction.

The agreement should address the following issues:

- Responsibility for costs of supply, installation, maintenance and recovery of the signage/decorations to be to the cost of the customer.
- Erection, maintenance or removal of attachments, banners odecorations on Ergon Energy poles shall not be commenced until written approval is provided from Ergon Energy
- Installation, maintenance and ecovery to be carried out only by Ergon Energy staff, at the customers expense or alternatively by a suitably qualified contractor.
- Ergon Energy has the right to terminate the agreement subject to issues arising such as premature failure of light fittings, deterioration of the banner or decoration material which results in the installation becoming unsightly oadverse public reaction.
- Some agreed fixed term or expiry date (e.g. 2 years) substantial substantial

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- Either pre-payment oguarantee bond to cover anticipated future costs.
- Provision be made for pole rental. A figure of the order of \$50 to \$100 pa may be appropriate.
- Appropriate local government approval be obtained.
- Design is subject to the approval of Ergon Energy and in accordance with the technical specification.

#### 8 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 attachments. The attached pro forma should be used for this purpose.

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### Appendix A

#### **Licence Agreement**

**Date** This Agreement is made on the date set out in Item 1of Schedule 2.

Between:

#### **Parties**

ERGON ENERGY CORPORATION LIMITED (ACN 087 646 062) of 420 Flinders St, Townsville, Qld 4810 (Ergon Energy)

And

XXX Council of (address) (Indemnitor)

#### Background:

- A. The Indemnitor has requested permission from Ergon Energy to attach third party equipment (attachments) to Ergon Energy poles (as located in item 4 of Schedule 2) in accordance with details provided by written application including an attached plan and in accordance with conditions nominated by Ergon Energy in Schedule 1 and Schedule 2.
- B. The Indemnitor acknowledges that Ergon Energy is only prepared to comply with the Indemnitor's requests subject to the Indemnitor executing this document.
- This document records the agreement between the Indemnitor and Ergon Energy.



#### **Agreed Terms:**

- The Indemnitor acknowledges and accepts the conditions relating to the attachments which are contained in Schedule 1 and Schedule 2.
- In consideration of Ergon Energy agreeing to the attachments on Ergon Energy poles, the Indemnitor indemnifies 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 outforconnected with the attachments 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 attachments are permanently removed; or
  - 3.2 Ergon Energy discharges or releases the Indemnitor from the Indemnity in writing; or
  - 3.3 Ergon Energy in its absolute discretion reserves the right to terminate this agreement subject to issues arising such as deterioration of the attachments, or adverse public reaction.



#### **SCHEDULE 1**

#### The agreed installation conditions

- (a) The Indemnitor must specify the details of the attachments and provide evidence of local authority approval for the proposed attachments.
- (b) The installation and removal of the attachments shall be undertaken so as to comply with the requirements or restrictions specified by Ergon Energy in above document at the Indemnitor's expense.
- (c) The Licence is granted to the Indemnitor for the Term as set out in item 2 of Schedule 2 from the Date of Agreement.
- (d) The Indemnitor agrees to pay to Ergon Energy the Licence Fee as set out in item 3 of Schedule 2, if required.
- (e) The Indemnitor agrees to pay the Security Deposit and Pole Rental to Ergon Energy as set out in items 5 and 6 of Schedule 2, if required.
- (f) If the installation is permanent, the Indemnitor will monitor the continued condition of the attachment and must arrange maintenance at the Indemnitor's expense.
- (g) Ergon Energy reserves the right to carry out maintenance operations which may cause damage to the attachment or remove the attachment at any time without notice to the Indemnitor. This may include pole replacement or pole removal or upgrade of pole to a pole not suitable for attachments (e.g. upgrade from low voltage to high voltage pole)

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#### **SCHEDULE 2**

1. Date of Agreement:	
<ol> <li>Date of Agreement:</li> </ol>	

2. Term: Years

3. Licence Fee:

4. Location of Poles: [insert pole # if applicable]

5.

Security Deposit: \$ Nil

6. Pole Rental: \$ Total per annum

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<b>EXECUTED</b> on behalf of <b>Ergon Energy Corporation Limited</b> by its duly authorised representative in the presence of:		
Signature of witness	Signature	
Name of witness	Date:	
<b>EXECUTED</b> on behalf of the Indemnitor by its duly authorised representative in the presence of:		
Signature of witness	Signature	
Name of witness	Date:	