# **Third Party Attachments to Horizon Power Assets**

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\* Shall be the Process Owner and is the person assigned authority and responsibility for managing the whole process, end-to-end, which may extend across more than one division and/or functions, in order to deliver agreed business results.

\*\* Frequency period is dependent upon circumstances– maximum is 5 years from last issue, review, or revision whichever is the latest. If left blank, the default shall be 1 year unless otherwise specified.

Revision Control		
Revision	Date	Description
5	9/06/2025	Correct definition "Modification Works" and use within document
4	6/02/2023	Update the format and references and the Application form in Appendix C
3	30/03/2017	Amended to allow Electrical Attachments

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<b>STAKEHOLDERS</b> The following positions shall be consulted if an update or review is required:		
Manager Engineering & Project Services	Asset Managers	
Manager Systems & Network Planning	Manager Assets Services	
Senior Manager Safety, Health and Wellbeing	Generation	

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## 1. Scope

This **Policy** defines the technical requirements of CCTV, decorative fixtures, fittings, signs, **banners** and artwork on or attached to Horizon Power **Assets**. The **Assets** considered by this **Policy** are **Poles**, **Ground Mounted Equipment** and Power Stations. This **Policy** does not cover **Vehicle Assets** and Depots or Offices.

The *Applicant* of any *Modification Works* must accept full responsibility for ensuring that all relevant requirements of this *Policy* are met.

#### 2. Application

Written approval must be obtained from Horizon Power for any *Attachment* and/or *Modification Works*, within the scope of this *Policy*, prior to any works commencing on a Horizon Power *Asset*. All *applications* must be made to the Retail and Community Manager for the district within which the relevant *Asset* is located. Horizon Power Regional offices are detailed in Appendix B.

Towns information can be found in Horizon Power Service Areas in Appendix A.

*Applications* can be made by completing the form locate in Appendix C of this *Policy* titled *Application to install Modification Works on Horizon Power Assets* [1].

This **Policy** addresses only the technical requirements associated with the **application** of any **Attachment** and/or **Modification Works** to one or more of Horizon Power's **Assets**. The process for management of any other works, **graffiti** and non-approved artwork, including work contracts, is beyond the scope of this **Policy**.

Horizon Power reserves the right to modify or change this **Policy** without notice and cancel any approval granted for the **Attachment** and/or **Modification Works**, to the extent limited by standing agreements. The **Asset** concerned will be replaced or repaired as required by Horizon Power and as a result the permanency of the **Attachment** and/or **Modification Works** cannot be guaranteed.

It is the *Applicant's* responsibility to ensure that they have the latest version of this *Policy*.

Other factors not covered by this *Policy* may preclude the fixing of any unauthorised *Attachment* to Horizon Power *Assets*.

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#### **3.** Normative References

#### 3.1 Standards

#### 3.1.1 Horizon Power Standards

- [1]. Application to install Modification Works on Horizon Power Assets.
- [2]. Horizon Power's Contractors Safety and Health Guideline
- [3]. Horizon Power Field Instruction 2.15, available on request from the local depot.
- [4]. Vicinity Authority Permit.

#### 3.1.2 Australian Standards

The following standards are available at <a href="http://www.intertekinform.com">http://www.intertekinform.com</a>

- [5]. AS 1742.5:2017, Manual of uniform traffic control devices Part 5: Street name and community facility name signs
- [6]. AS 2053.4:1995, Conduits and fittings for electrical installations Flexible plain conduits and fittings of insulating material
- [7]. AS/NZS 3000:2018 (Amdt 2:2021), Electrical Installations (known as Australian/New Zealand Wiring Rules)
- [8]. AS/NZS 3100:2022, Approval and test specification General requirements for electrical equipment

#### **3.1.3** Other Standards

- [9]. <u>Code of Practice for Persons working on or near energised electrical</u> <u>installations</u>
- [10]. Electrical Requirements (WAER), WA Government DMIRS re-issued
- [11]. Freedom of Information Act 1992
- [12]. Government of Western Australia's Aboriginal Procurement Policy
- [13]. Modern Slavery Act 2018
- [14]. Road Traffic Act 1974 (WA)
- [15]. WA Service and Installation Requirements (WASIR)
- [16]. Work Health and Safety Act 2020 (WHS)
- [17]. Work Health and Safety (General) Regulations 2022 (WA)
- [18]. Workers' Compensation and Injury Management Act 1981 (WA)
- [19]. WorkSafe

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#### 3.2 Definitions and Abbreviations

For the purposes of this *policy*, the following definitions shall apply.

*Applicant:* Any organisation or individual requesting permission to attach *Modification Works* to one or more of Horizon Power's *Assets*.

Application: Means a completed application form see Appendix B.

*Approvals:* Any certificates, licences, consents, permits, approvals, authority, exemption, waiver or requirements of any *Law*.

*Approved Works:* Extent of the *Modification Works* that is formally approved in writing by Horizon Power under this Policy.

AS/NZS: Australian Standards/New Zealand Standards.

Asset: Includes Poles, Streetlight Columns, Modular Packaged Substations (MPS's), Non Modular Packaged Substations (Non-MPS's), Low Voltage kiosks (LV kiosks) including PENDA's, Ring Main Units (RMU's) and Power Stations.

Attachment: Is any Artwork, **Banner**, Decorative Fixture, **Electrical Attachment**, Fitting or Sign, which is not owned by Horizon Power, fixed or to be fixed to an **Asset**.

*Authorised Switching Operator:* Means a person who has been authorised by Horizon Power to perform switching on the Network.

**Banner:** A **banner** is a sign that identifies and or promotes a non-profit service, event or activities for community information or benefit or for licensed charities.

Business Day: A day which is not a Saturday, Sunday or bank or Public Holiday in Western Australia.

*Claim:* Means a demand, action or proceeding of any nature whether actual or threatened and includes any *claim* for payment of money (including damages):

- 1) under, arising out of, or in any way in connection with, the *Approved Works* or the *Modification Works*; or
- 2) arising out of, or in any way in connection with a party's obligations under this *Policy*; or
- 3) arising otherwise under any *Law* or in equity including:
  - a) by statute.
  - b) in tort for negligence or otherwise, including negligent misrepresentations; or
  - c) for restitution.

**Confidential Information:** Means in terms of this **Policy** and in respect of a party, all information in connection with the party's business, operations, finances or consumers regardless of its form which is disclosed to, or acquired by, the other party directly or indirectly (whether before or after the date of any **Application**) and which:

- 1) is, by its nature, confidential; or
- 2) is treated or designated as confidential by the party or the receiving party knows, or ought to know, is confidential;

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but does not include information which:

- 3) is or becomes public knowledge other than by a breach of this *Policy*; or
- 4) has been independently developed by the receiving party or is in the possession of the receiving party without restrictions or disclosure.

**Consequential Loss:** Means **loss** of production, **loss** of revenue, **loss** of profit or anticipated profit, **loss** of business reputation, business interruptions of any nature and **loss** of opportunities, but does not include **loss** arising from:

- 1) Claims by third parties; or
- 2) Horizon Power's *Personnel* or the *Applicant's Personnel* in respect of property damage, *personnel* injury, sickness or death.

*Contractor: Contractor* who holds a current Electrical Contractors Licence. Or a *Contractor* otherwise approved by Horizon Power to carry out work on or near Horizon Power *Assets*.

**Defect:** Means any failure of the **Attachment**, **Modification Works** or **Approved Works** to comply with the requirements of this **Policy** (including design).

*Distribution Poles: Assets* used for the support of the distribution aerial network (≤33 kV).

Electrical Attachment: Is any Attachment with an electrical circuit.

Enclosure: Any Horizon Power Asset used to house other Horizon Power equipment.

**Government Agency:** Means any government or governmental, semi- governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, government Minister, agency or entity.

*Graffiti:* Any *Attachment* NOT approved in writing by Horizon Power.

Ground Mounted Equipment: Means any equipment that is owned and operated by Horizon Power including and not limited to MPS's, Non-MPS's, LV Frames and RMU's

*Intellectual Property Rights:* Means all intellectual and industrial property rights, including trademarks, copyright (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, and other intellectual property rights as defined in Article 2 of the *Convention establishing the World Intellectual Property Organization* dated 14 July 1967 (as amended from time to time), including any application or right to apply for registration of any of these rights.

*Job Risk Assessment:* A job risk assessment is a technique that focuses on job tasks as a way to identify hazards before they occur.

*Law:* Means all *laws* from which legal rights and obligations arise including legislation, regulations and any other requirements of *Government Agencies*.

*Loss:* Means any *loss*, *claim*, action, liability, damage, cost, charge, expense, diminution in value or deficiency of any kind or character that a party pays, suffers, incurs or is liable for.

LV ABC: Low Voltage Aerial Bundled Conductor.

*LV Frames:* A ground base low voltage switchgear is housed in a single package.

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*Modification Works:* Is any activity related to an *Attachment* that is fixed to or to be fixed to an *Asset* which is owned by Horizon Power.

*Modular Packaged Substations (MPS's):* A ground base transformer complete with the low voltage and/or high voltage switchgear is housed in a single package.

*Moral Rights:* Means the rights conferred on authors of works by Part IX of the *Copyright Act* 1968 (C<sup>th</sup>).

**Non Modular Packaged Substations (Non-MPS's):** A combination of one or more transformers Low Volt and/or High voltage switchgear as required each item housed in a separate self-contained metal **enclosure**.

**Personnel:** Means a party's officers, employees, directors, delegates, **subcontractors**, partners, agents and service providers of any nature.

*Point of Supply:* As defined in the *WA Electrical Requirements [10]*, the junction of the consumer mains with the network operator's distribution network.

*Pole:* A Horizon Power *Asset* used for the support of aerial network equipment.

**Policies and Guidelines:** Means all of the **policies and guidelines** of Horizon Power available at <u>www.horizonpower.com.au</u> as amended and varied from time to time.

**Policy:** Means this **Policy** entitled 'Third Party Attachments to Horizon Power Assets' as updated or amended from time to time.

**RMU:** Ring Main Unit is a ground mounted switching system and fusing system used in a distribution system.

*Service Protection Device (SPD):* As defined in the *WA Electrical Requirements [10]*, the junction of the consumer mains with the network operator's distribution network.

**Steel Lattice Towers: Assets** used for the support of the transmission aerial network (≥66 kV). Transmission **Assets** may be co-located with transmission and distribution Assets.

Streetlight Columns: A Horizon Power Asset used for the support of streetlights only.

*Transmission Poles: Assets* used for the support of the transmission aerial network ( $\geq$ 66 kV). Transmission *Assets* may be co-located with transmission and distribution *Assets*.

*Third Party:* Means a person not being Horizon Power or the *Applicant* or a director, officer or employee of either Horizon Power or the *Applicant*.

Vehicle Asset: Means a vehicle Owned or Hired by Horizon Power.

*Vicinity Authority Permit:* A written authority from Horizon Power giving the *Applicant's Personnel* access to work in the vicinity of a Horizon Power *Asset*.

**WHS Law:** Means any applicable statues, proclamations, ordinances, regulations, orders, **by-laws**, mandatory codes of conduct and mandatory industry codes, o r orders in relation to Work Health and Safety Act [16] in force from time to time in Western Australia, whether Commonwealth, State, Territorial or local.

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#### 3.3 Interpretation

#### In this **Policy**:

- 1) headings and bold type are for convenience only and do not affect the interpretation of this *Policy*,
- 2) unless the context otherwise requires, words importing the singular include the plural and vice versa,
- 3) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any *Government Agency*,
- a reference to a statute includes all statutes amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and *by-laws* issued under that statute,
- 5) a reference to a body (including, without limitation, an institute, association or authority), whether statutory or not:
  - a) which ceases to exist
  - b) whose powers or functions are transferred to another body, or
  - c) is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
- 6) specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included.

#### 4. Safety and Work Skills

#### 4.1 General

Horizon Power is committed to the philosophy that all accidents are preventable. All work is to be conducted in a safe manner. A task must cease if the safety of the people performing the work, Horizon Power **personnel** or the public cannot be assured.

In the execution of the *Approved Works* the *Applicant* must ensure the following:

- personnel wear protective equipment (e.g. gloves, clothing (high visibility vests), footwear, safety glasses and helmets) as detailed in Horizon Power's standard for *Personnel* Protective Clothing (available on request through the relevant regional depot); and
- 2) have a documented Job Risk Assessment for the Approved Works.

Further to the requirement detailed above, Horizon Power may require the *Applicant* to:

- 3) apply for the *Vicinity Authority Permit* [4] prior to commencement of *Approved Work*
- 4) have a Horizon Power observer at the *Asset* during any *Approved Work*
- 5) conduct a polarity test on the *Asset*; and

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6) perform all work off-site and have the equipment installed by Horizon Power or a Horizon Power approved *Contractor*.

Only Authorised *Contractors* may undertake work in accordance with this *Policy*. A list of Authorised *Contractors* is available on request through the relevant regional depot.

#### 4.2 Compliance with applicable WHS Laws

Any *Applicant* must in performing its obligation and exercising its rights under this *Policy* ensure that systems are in place which are designed to ensure compliance with all applicable *WHS Laws*.

#### 4.3 Applicant's Personnel

- The *Applicant* must ensure systems are in place to ensure, so far as reasonably practicable, the safety of its workplace, *Applicant's Personnel* and all other persons affected by work performed by or for the *Applicant*.
- 2) The *Applicant* consents to Horizon Power auditing any person accessing Horizon Power *Assets* for evidence that the person:
  - a) holds all required accreditations;
  - b) is competent; and
  - c) has been given suitable training, instruction and supervision.
- 3) The *Applicant* must ensure systems are in place, which are designed to ensure that:
  - a) The *Applicant* complies with its obligations under all applicable *WHS Laws* and codes of practice made under such *WHS Laws*;
  - b) adequate instruction, information, training and supervision is provided to *Applicant's Personnel* in relation to risks to their health and safety arising from the work; and
  - c) any relevant requirements of the *WHS Laws* dealing with work health and safety are met.
- 4) Without limiting the *Applicant's* obligations under this *Policy* or otherwise at *Law*, the *Applicant* acknowledges and agrees that it is responsible for ensuring systems are in place for:
  - a) controlling and supervising all aspects of **Applicant's** activities in respect of this **Policy** and ensuring that such work is only undertaken without risk to the safety, health and welfare of any persons, to the extent reasonably practicable;
  - ensuring that each person employed or engaged to perform the *Applicant's* activities, including *subcontractors* engaged by the *Applicant*, is aware of and fully complies with all applicable *WHS Law*;
  - c) complying with any post incident, work health and safety audit or review conducted by or on behalf of Horizon Power to the extent reasonably required by Horizon Power (subject to the reasonable protection of the *Applicant's* commercial and legal position), including the provision of all relevant documentation and assistance; and
  - d) if requested by Horizon Power, providing reasonable assistance to Horizon Power and/or its professional and legal advisers with respect to its defence to any actual or potential *claim* or prosecution with respect to the *Applicant's* activities (subject to the reasonable protection of *Applicant's* commercial and legal position).



5) Where reasonably required by Horizon Power, the *Applicant* must provide Horizon Power with information on its work health and safety performance relevant to the conduct of the works under this *Policy*.

#### 4.4 Notification of Notifiable Event

Without limiting any other provision of this *Policy*, the *Applicant* must report all incidents that occur during the *Modification Works* or the *Approved Works* or on Horizon Power *Assets* that are required under *law* to be reported to:

- 1) the relevant regulator(s) under applicable *WHS Laws* in the time required by that *law*; and
- 2) Horizon Power, at or before the time that it reports to the relevant regulator(s) under clause 4.4(1).

#### 4.5 Horizon Power may direct work stoppage

- Horizon Power may direct the *Applicant* to stop any or all work or activities being conducted by the *Applicant* under this *Policy* if Horizon Power believes, acting reasonably, that such work or activities (including any corrective or remedial work carried out in response to a safety incident or 'near-miss') poses a risk to the health and safety of any person.
- 2) The *Applicant* must, and must persuade all other persons affected by any such direction, stop work immediately when a direction is given.
- 3) Horizon Power will not be liable to any person for any *Loss* (including any business interruption costs) suffered or incurred by any person associated with any direction given, except to the extent such *Loss* is due to the negligence or wilful misconduct of Horizon Power.

#### 4.6 Qualification Requirements

All *personnel* that are engaged for the *Approved Works* other than those identified in Section 7 are required to:

- 1) hold a current Western Australian 'A' grade Electrical Workers License and work under the supervision of an approved *Contractor* or Horizon Power
- 2) be an approved Horizon Power *Contractor* with the necessary skills and competency to carry out the *Approved Works*; and

be licensed to operate an Elevated Work Platform to WorkSafe Western Australia requirements if the *Approved Works* is to be fixed 1.8 metres above ground level.

#### 4.7 Compliance with Acts, Codes and Standards

The *Applicant* and *Applicant's Personnel* engaged to perform any work installing or removing *Attachments* are required to comply with all applicable *Laws* and *Policies and Guidelines* including, without limitation, the following:



- 1) Work Health and Safety Act 2020 (WA) [16] and the Work Health and Safety and Health (General) Regulations 2022 (WA) [17].
- 2) Road Traffic Act 1974 (WA) [14] and Police Department requirements for traffic control, in conjunction with the Horizon Power Field Instruction 2.15 [3] *Temporary Safety Barriers and/or Warning Signs* (available on request through the relevant regional depot).
- EnergySafety Code of Practice for Persons working on or near energised electrical installations [9]. All aerial work must be carried out from an Elevated Work Platform. Ladders or anything that will add load to a Pole or Streetlight Column must not be placed against any Poles or Streetlight Column.
- 4) Horizon Power's *Contractor Safety and Health Guidelines* [2] which is available on request through the relevant regional depot.

#### 5. Process

- 1) The *Applicant* must forward the following documentation to Horizon Power:
  - a) A suitable representation of the intended **Attachment** and **Modification Works** to allow Horizon Power to assess the **Application**. This may be in the form of a sketch, worded description or photograph(s) of similar modifications, see Appendix B.
  - b) A letter endorsing the *Attachments* by the Local Government Authority and/or other appropriate governing bodies e.g. School or community facility, etc.
  - c) A suitable detailed description of the *Asset* to which the *Attachment* will be fixed e.g. exact location, type etc. to allow Horizon Power to precisely identify the *Asset* and confirm Horizon Power's ownership of the *Asset*.
  - d) Written acknowledgment that the requirements of this *Policy* have been understood and have been / will be complied with.
- 2) The *Applicant* is responsible for maintaining a record of correspondence relating to the approval of the *Application*.
- Written approval must be obtained from Horizon Power for each and every proposed *Attachment* and *Modification Works* within the scope of this *Policy*.
- 4) The Attachment and Modification Works may not deviate from the design in the Application approved by Horizon Power without the prior written approval of Horizon Power. Any proposed changes to the Approved Works must be forwarded in writing to Horizon Power for approval at least ten days prior to the proposed works commencing.
- 5) Horizon Power reserves the right to approve, approve with conditions or reject any *Application*.
- 6) Horizon Power may terminate the *Applicant's* engagement to undertake *Modification Works* or *Approved Works* under this *Policy* at any time in its discretion by giving the *Applicant* not less than 20 *Business Days'* notice. On termination, the *Applicant* must immediately cease performance of all *Modification Works* and *Approved Works*. Horizon Power must pay the *Applicant* for all *Modification Works* or *Approved Works* performed prior to termination that have not already been paid by Horizon Power. The *Applicant* is not entitled to, and Horizon Power is not liable for any additional payments whatsoever.



7) The *Applicant* may be responsible for costs incurred by Horizon Power in the assessment of the *Attachment* and *Modification Works*, case in point, where the subject of the *Application* would require a special investigation for suitability e.g. multiple *Attachments*. Horizon Power must advise the *Applicant* of these costs prior to any works being undertaken.

#### 6. General Requirements

#### 6.1 General Requirements

All *Attachments* and *Modification Works* on Horizon Power *Assets* must comply with the following conditions:

- 1) Where *Modification Works* is undertaken from the ground, the fixing point on the *Asset* for the *Attachment* must not extend more than 1.8 metres above ground level.
- 2) Where the *Attachment* is to be applied to an *Enclosure*, it must not obstruct ventilation or doors from opening.
- 3) The Attachment must not obscure any other signage (such as Pole detail disks, Pole danger plates or fire hydrant location signs), identification labels or any other authorised markings on the Asset. Any Attachment must be attached at least 20 mm from any markings to aid visibility of the markings.
- 4) Attachments must not be attached on Assets identified by Horizon Power as being unsuitable for use or due for replacement. It is the Applicant's responsibility to confirm the suitability of the Asset with Horizon Power.
- 5) In the event that the *Attachment* is found to contravene road safety, the *Applicant* is responsible for removing the *Attachment* and restoring the *Asset* to Horizon Power's satisfaction.
- 6) Any damage to a Horizon Power Asset caused by the Attachment or Modification Works must be immediately reported to Horizon Power. Failure to report the damage will result in the approval in relation to the Approved Works being withdrawn. Any repairs carried out by Horizon Power will be at the Applicants' expense.
- 7) Where it can be proven beyond reasonable doubt that the presence of the Attachment has caused vandalism to Horizon Power's Assets, the Applicant is liable for costs associated with the replacement or repair of Horizon Power's Assets. An example of this would be the case where wilful damage is visible both on the Attachment and on Horizon Power Assets on the same structure, inflicted at the same time.
- 8) Horizon Power reserves the absolute discretion to refuse any *Attachment* that may be perceived by any community group as offensive or increases the probability of damage to Horizon Power *Assets* from vandalism.
- 9) Fixing any *Attachments* to Horizon Power *Assets* is to be done in a manner that does not damage the *Asset* in any way. *Attachments* must not be fixed to *Asset* by welding.

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- 10) Attachments that protrude from an Asset must not:
  - a) be fitted less than three metres from ground level and below any existing street name signs
  - b) interfere with or obstruct any of Horizon Power's existing equipment and/or signage
  - c) have modifications that protrude less than three meters from ground level; and
  - d) restrict operation of any switching devices or general access to *Assets*.
- 11) Where *Attachments* are to be located on *Streetlight Columns*, all corners must be rounded and there must be no sharp edges exposed.
- 12) **Attachments** must be securely fixed so as to not constitute any hazard to the public or Horizon Power employees. Horizon Power may require the **Applicant** to refix or remove any or all **Attachments** that in Horizon Power's view restricts access or poses a hazard
- 13) **Attachments** are not permitted on **Poles** that support transformers, switchgear, cables or similar operational equipment as determined by Horizon Power.
- 14) Horizon Power offers no guarantee that *Assets* to which *Attachments* are fixed will remain in their existing locations or configurations. When in Horizon Power's view removal or relocation of an *Asset* renders the *Attachments* unsuitable, the *Applicant* is responsible for identifying suitable alternatives and for any associated costs.
- 15) Good quality material must be used for all *Attachments*. All material must be:
  - Stable and non-reactive up to a temperature of 85°C
  - Non-toxic
  - Rust proofed
  - Non-hazardous and
  - Non-detrimental to Horizon Power's Asset.
- 16) If a *Pole* with *Attachments* is moved, removed or modified to support equipment as per above, Horizon Power reserves the right to instruct the *Applicant* to remove the *Attachment* at the *Applicant's* cost or remove the *Attachment* and return it to the *Applicant's* last known address. Horizon Power will endeavour to contact the *Applicant,* where a contact number is given on the *Attachment*, but does not guarantee that it will contact the *Applicant* when the *Attachment* is removed.
- 17) A contact phone number for the *Applicant* of the *Approved Works* is to be provided indelibly on the *Attachment*.
- 18) A Vicinity Authority Permit [4] must be obtained from Horizon Power if an Attachment is to be fixed to an Asset enclosing or supporting energised Assets. Supervision by Horizon Power may be required at Horizon Power's absolute discretion. The Applicant is responsible for the cost of any supervision by Horizon Power.
- 19) The *Applicant* is to maintain the *Attachment* in good order by way of regular inspection and repair.

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- 20) If there is any *Defect* identified by the *Applicant* or Horizon Power, the *Applicant* must rectify the *Defect* within [1 month] of the earlier of the date the *Defect* was notified to the *Applicant* by Horizon Power or the date the *Applicant* became aware of the *Defect*.
- 21) If the *Applicant* fails to rectify any *Defect* that it is required to perform under this *Policy* within the required period, Horizon Power may, after giving the *Applicant* prior notice of its intention to do so, rectify the *Defect* or engage a *contractor* to rectify the *Defect* and charge the *Applicant* its reasonable costs of doing so.
- 22) The size, location and type of *Attachment* must not be distracting to vehicle drivers and must not be obstructive or disturb the general ambience of the local community.
- 23) Nothing (including ladders or other equipment) may be placed or leaned against any Horizon Power *Assets*.
- 24) Where an Attachment or Modification Works requires an Asset to be modified, a structural analysis is required (at the Applicant's cost) to ascertain that the Asset is capable of supporting the Attachment or Modification Work to be undertaken. Design calculations and all records of the Attachment and Modification Works must be supplied to Horizon Power.
- 25) Where an *Attachment* is to be installed on an *Asset* then an engineer's report is required detailing the size of the *Attachment* and the wind loading of the design.

#### 6.2 Asset Types

#### 6.2.1 Condemned and Reinforced Assets

Attachments are NOT permitted on Assets that have been assessed as condemned or reinforced.

#### 6.2.2 Distribution Poles

*Attachments* are permitted on *Distribution Poles* and recommended for intermediate or termination *Distribution Poles*.

*Attachments* such as Decorative Fixtures, may be permitted on the *Distribution Poles* that carry either HV power lines only, or both HV and LV power lines, or LV power lines only.

*Electrical Attachments* may be permitted on the *Distribution Poles* that carry either both HV and LV power lines, or LV power lines only. *Distribution Poles* that carry only HV power lines are are **not suitable** for *Electrical Attachments*.

HV power lines are identifiable as three spaced uncovered conductors whilst LV power lines may be either open-wire (identifiable as four spaced uncovered conductors) or *LV ABC* (identifiable as a single insulated cable).

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#### 6.2.2.1 Distribution Poles (with Aerial Equipment)

*Attachments* are **NOT** permitted on *Distribution Poles* that have equipment such as transformers, pole-top switches, power correction devices, and cable termination *poles*.

Examples of *Distribution Poles* with mounted equipment are provided in Figure 1.



Figure 1 Examples of Distribution Poles with equipment

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#### 6.2.2.2 Distribution Poles (with Alternative HV Arrangements)

Attachments are **NOT** permitted on *Distribution Poles* where conductors terminate from two directions (see Figure 2), or running disc angle (see Figure 3).





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#### 6.2.3 Enclosures

*Attachments* are **NOT** permitted on existing *Enclosures*, though approved *Attachments* on future *Enclosures* may be permitted if the *Attachments* are to be applied off-site prior to installation of the *Enclosure*. All costs incurred under these arrangements are the responsibility of the *Applicant*.

#### 6.2.4 Streetlight Columns

*Attachments* are permitted on *Streetlight Columns* and recommended for columns with nominal luminaire mounting heights of 10.5 and 12.5 m and having a single outreach whether standard or decorative columns.

*Streetlight Columns* with nominal luminaire mounting height of 6.5 m, and *Streetlight Columns* having a double or quadruple outreaches, are not recommended.

#### 6.2.5 Transmission Poles

*Attachments* are **NOT** permitted on *Transmission Poles*. Examples of *Transmission Poles* and structures are provided in Figure 4.



Figure 4 Examples of *Transmission Poles* and *Steel Lattice Towers* 

#### 6.2.6 Transmission Steel Lattice Towers

*Attachments* are **NOT** permitted on *Steel Lattice Towers*. Examples of transmission lattice towers and structures are provided in Figure 4.

#### 6.3 Other Approvals

*Applicants* are responsible for obtaining any *Approvals* required by *Law* for any *Attachments* or *Modification Works*.

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#### 7. Decorative Fixtures

#### 7.1 General Requirements

All Decorative Fixtures on Horizon Power *Assets* must comply with the following conditions:

- 1) Decorative Fixtures containing political statements, offensive material, religious content, commercial artwork or any statement which may advantage or disadvantage one business or group over another must **NOT** be located on Horizon Power **Assets**.
- 2) Preference may be given to Decorative Fixtures following a nature, environmental or community theme, such as landscapes, animals etc.
- 3) Decorative Fixture must not contain hidden messages.
- 4) All Decorative Fixtures must have the words "APPROVED BY LOCAL COUNCIL", in approximately 20 mm high lettering in a visible colour, applied at the bottom right-hand corner of the Attachment (or 100 mm from base of Pole).
- 5) Horizon Power will not be liable for any cost associated with the Decorative Fixture, or for any *Loss* or damage to the Decorative Fixture, which may occur during maintenance, repairs or replacement of Horizon Power's *Asset*.
- 6) If the Decorative Fixture deteriorates to the extent that Horizon Power decides (in its absolute discretion) that it is no longer in the community interest or detrimental to the condition of the *Asset*, Horizon Power may cover or remove the Decorative Fixture at the *Applicant's* expense. Horizon Power will notify the *Applicant* in writing of any action it takes under this clause.
- Signs indicating direction such as street names and community facility name signs may extend from the *Pole* or *Streetlight Column* to achieve that purpose. The shape, size and mounting height of such signs must comply with AS 1742.5 [5].
- 8) Where Decorative Fixtures that do not indicate directions (such as fire hydrant, Safety House and Neighbourhood Watch signs) are located on *Poles*, they are to be wrapped around the *Pole* and fixed to prevent protrusion of sharp corners. These must not cover up or obscure any Horizon Power identification numbering or associated signage. Wrapped signage must not be placed around the immediate base of the *Pole* as Horizon Power requires access to the *Pole* base in order to carry out *Pole* inspections.
- 9) If a *Pole* with Decorative Fixtures is moved, removed or modified to support equipment as per above, Horizon Power reserves the right to instruct the *Applicant* to remove the Decorative Fixture at the *Applicant's* cost or remove the Decorative Fixture and return it to the *Applicant's* last known address. Horizon Power will endeavour to contact the *Applicant,* where a contact number is given on the Decorative Fixture, but does not guarantee that it will contact the *Applicant* when the Decorative Fixture is removed.
- 10) The *Attachment* must not be deemed to create cultural significance and can be removed at Horizon Power's absolute discretion at any time.

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#### 7.2 Modifications – Signage

The following signs are approved for use on Horizon Power's steel, wooden and concrete **Poles** and steel **Streetlight Columns**.

- Safety house signs
- School signs
- Neighbourhood watch signs
- Street Name signs
- Bus routes signs; and
- Fire hydrants signs.

#### 7.3 Other Signs – Wooden Poles

Horizon Power may consider other signs for placement on wooden *poles* however they must comply with the requirements of Sections 6.1 and 7.1.

#### 7.4 Other Signs – Steel Streetlight Columns

No signage is permitted on Horizon Power's steel *Streetlight Columns*, other than those indicated in section 7.2.

#### 7.5 Pole Banners

Pole to Pole Banners are NOT permitted on Horizon Power Assets.

*Banners* must **NOT** be attached between *Assets* or make use of a Horizon Power *Poles* or *Streetlight Columns* to support one end of a *Banner*.

#### 8. Electrical Attachments

#### 8.1 General

Only CCTV cameras, Communication devices i.e. comms relays for water and electricity meter reading and their associated communications infrastructure are currently allowed under this *policy*.

#### 8.2 Location

The lowest point of the *Electrical Attachment* must be at least 4 m above finished ground level.

The highest point of the *Electrical Attachment* must be at least 2.2 m away from HV conductors, and at least 1.2 m away from LV conductors. These minimum distances are measured vertically.

#### 8.3 Poles

Electrical Attachments may be installed only on Poles:

• Distribution Poles carrying intermediate HV and LV



- Distribution Poles where HV and LV terminate
- Distribution Poles carrying intermediate LV
- *Distribution Poles* where LV terminates
- *Streetlight Columns*, either standard or decorative columns with a single outreach, of nominal luminaire mounting height 10.5 m and 12.5 m

In addition, *Electrical Attachments* may not be installed on *Poles* to which Decorative Fixtures are already attached.

#### 8.4 Physical Mounting

The *Electrical Attachment* must only be attached by the following means:

- 1) For concrete and steel *Poles*, by stainless steel band-it straps,
- 2) For wooden *Poles*, by stainless steel band-it straps.

#### 8.5 Electrical Isolation and Protection

Horizon Power will provide a drawing indicating the *Point of Supply* and network-owned *Service Protection Device (SPD)*, housed within a connection box.

Installed equipment must be isolated and earthed for people to work on. Isolation and earthing must be carried out by *Authorised Switching Operators* only.

#### 8.6 Device Class

Devices may be either Class I or Class II as defined by AS/NZS 3000 [7].

#### 8.7 Wiring

Wiring between the connection box and *Electrical Attachment* is considered as Consumer Mains and must be compliance in accordance with the WAER [13] AS/NZS 3000 [7], AS/ANZ 3100 [8] and the WASIR [15].

#### 8.8 Wiring Conduit

The wiring between connection box and *Electrical Attachment* must be enclosed in flexible conduit that complies with AS 2053.4 [6].

#### 8.9 Stored Energy

Where *Electrical Attachments* create or store energy (e.g. photovoltaic panel or backup battery), the design of the device must prevent this energy from energising the mains electricity supply.

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#### 9. Risk Management, Insurance and Liability

Horizon Power requires the *Applicant* to have the following insurances and provide satisfactory evidence of the currency of the policies before commencing any work for an *Attachment* on an *Asset*.

Insurance Policies for:

- 1) Public Liability which:
  - a) covers all liability to any Third Party for death, injury and *Loss* or damage to people or property caused by or attributable to the *Approved Works* for a limit of not less than \$20 million.
  - b) includes Horizon Power as an additional insured.
  - c) includes cross liability and waiver of subrogation endorsements; and
  - d) has an advertising liability extension.
- 2) Workers Compensation insurance against any *Claim* in respect of any personal injury to or death of any person employed or engaged by the *Applicant* which arises out of, or is caused or contributed to by, the performance or non-performance of the *Applicant* or an agent or employee of the *Applicant*:
  - a) at common *Law* and for breach of any *Law*; and
  - b) for any compulsory statutory workers' compensation benefits or other liability under the Workers' Compensation and Injury Management Act 1981 (WA) [18] or other applicable *Laws*.

Which:

- c) includes a principle indemnity extension in favour of Horizon Power as principle or owner; and
- d) includes a waiver of subrogation endorsement.
- 3) To the extent applicable to the *Approved Works*, Voluntary Workers Personal Accident Insurance Covering all non-paid persons who will be engaged in the *Approved Works*.
- 4) Motor Vehicle Third Party property insurance covering all *Loss* or damage to property of any Third Party caused by or attributable to the use of a motor vehicle in the *Approved Works* for a limit of not less than \$30 million.

The *Applicant* must consider road safety and protection of the work site while undertaking the *Approved Works* – particularly when undertaking the *Approved Works* on or near roadways. *Applicants* are referred to WorkSafe's [19] website for further information.

#### All of the above insurance information must be included in the written *application*.

If the *Applicant* subcontracts the whole or any part of the *Approved Works*, then the *Applicant* must cause the *subcontractor* to be insured as specified.

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#### 10. Indemnity

- 1) The *Applicant* indemnifies Horizon Power and Horizon Power's *Personnel* against any *Loss* and *Claims* suffered or incurred by Horizon Power or Horizon Power's *Personnel* in connection with any act or omission by the *Applicant* or the *Applicant's Personnel* arising from, or in connection with, the *Approved Works*, the *Modification Works*, the *Attachment* and the performance or non-performance of the *Applicant's* obligations under this *Policy*, including any:
  - a) breach of the *Applicant's* obligations under this *Policy*.
  - b) tort, including negligence or breach of an Act or Authorisation; and
  - c) breach of equitable duty, including breach of confidentiality or breach of fiduciary duty.
- 2) The *Applicant* further indemnifies Horizon Power and Horizon Power's *Personnel* against any *Loss* and *Claims* suffered or incurred in connection with any *Claim* by a Third Party against Horizon Power or Horizon Power's *Personnel* arising from or in connection with the performance or non-performance of the *Applicant's* obligations under this *Policy* including any:
  - a) breach of *Law*
  - b) tort, including negligence or breach of a *Law*
  - c) breach of equitable duty; or
  - d) *Claim* by a Third Party that its *Intellectual Property Rights* or *Moral Rights* have been infringed.
- 3) The Applicant performs its obligations under this Policy at the Applicant's sole risk, and to the extent permitted at Law, Horizon Power will not be liable to the Applicant, the Applicant's Personnel, or any Third Party for any Loss sustained by any person or to any property, howsoever caused, arising out of or in connection with the Approved Works, the Modification Works, the Attachment or this Policy, except as arising out of or as a result of negligence or a breach of contract by Horizon Power or Horizon Power's Personnel.
- 4) Neither party is liable to the other for *Consequential Loss*.
- 5) The exclusion of liability in clause 10(4) does not apply in respect of fraud, deliberate default, wilful misconduct or any act or omission done or not done with a reckless disregard for the consequences by the *Applicant* or any other party for whom the *Applicant* is responsible.

#### **11.** Confidential Information

- 1) Each party must:
  - a) keep confidential, and not use or disclose, any of the other party's **Confidential** Information, except:
    - i. to the extent necessary for the performance of its obligations under this *Policy*;



- ii. that a party may disclose to its legal advisers or auditors who are under a duty of confidence;
- iii. that a party may disclose if required by *Law* (including any order of a court of competent jurisdiction), the rules of any stock exchange or statutory duty;
- iv. that Horizon Power may disclose to the Minister or the Minister's department;
- v. that Horizon Power may disclose to any *Government Agency* information relating to Aboriginal procurement, including with respect to the Government of Western Australia's Aboriginal Procurement *Policy* [12]; and
- vi. that Horizon Power may use and disclose any information provided to it or obtained by it pursuant to clause 26 to any *Government Agency* responsible for administering the Modern Slavery Act 2018 (Cth) [13], and otherwise for the purposes of preparing any modern slavery statement under, or otherwise complying with, the Modern Slavery Act 2018 (Cth) [13]; and
- b) immediately provide notice to the other party if it becomes aware of any *loss* or unauthorised use, access, copying or disclosure of any of the other party's *Confidential Information*.
- 2) The *Applicant* must return to Horizon Power, or destroy or delete as Horizon Power directs, all original documents and copies (including in electronic form) in the *Applicant's* possession, custody or control which comprise, contain, reproduce, are based on, utilise or relate to the *Confidential Information* of Horizon Power, at the earliest of the following:
  - a) immediately on demand by Horizon Power; or
  - b) on the termination of the *Applicant's* engagement under this *Policy*.
- 3) The *Applicant* acknowledges that Horizon Power is subject to the Freedom of Information Act 1992 (WA) [11] and that this *Policy* or documents relating to this *Policy* may become the subject of an *application* under that Act and access to them may need to be given to a third party in accordance with that Act. Horizon Power has no liability to User whatsoever for giving access to a document in accordance with the Freedom of Information Act 1992 (WA) [11].

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#### APPENDIX A. HORIZON POWER SERVICE AREAS

# Service area



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#### APPENDIX B. HORIZON POWER REGIONAL OFFICES INFORMATION

#### **East Kimberley**

Lot 228 Messmate Way, Kununurra WA 6743 PO Box 916 Kununurra WA 6743 Ph: (08) 9166 4700 Fax: (08) 9166 4720

#### West Kimberley

2-4 McDaniel Road, Broome WA 6725 PO Box 345 Broome WA 6725 Ph: (08) 9192 9900 Fax: (08) 9192 9901

#### **East Pilbara - Port Hedland**

18 Anderson Street, Port Hedland WA 6721 PO Box 314 Port Hedland WA 6721 Ph: (08) 9173 8281 Fax: (08) 9173 8222

#### West Pilbara – Karratha

Stovehill Road, Karratha WA 6714 PO Box 817 Karratha WA 6714 Ph: (08) 9159 7250 Fax: (08) 9159 7288

#### **Esperance and Southern Goldfields**

143 Simms Street, Esperance WA 6450PO Box 148 Esperance WA 6450Ph: (08) 9072 3400Fax: (08) 9072 3401

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#### APPENDIX C. APPLICATION FORM



## Application to install modification works on Horizon Power assets

Modification details Type		
of modification Artwork		
Attachment type: Sign label Camera	Other	
Asset ID number and location		
Asset ID number Asset location (Street, Suburb, House r	number)	
Note: Technical details for the proposed works is to be provide	ed as an attachment to this form.	
Applicant details		
Surname:	Given name:	I
Business name:	ADN.	
Address:		
Daytime phone number: E	mail:	
Works period:		Start date: d d m m y y
Signature:	Applic	cation date: d d m m y y
By signing this Application I acknowledge that I have read and Attachments to Horizon Power Assets' and agree to be bou provisions *** which the Applicant and Horizon Power have to this Application at Annexure A.	nd by its terms including the indemnit	ty and insurance
Horizon Power office use		
Attachment approves: Yes/No Applicant notifies: Yes/No	copy scanned into DM: Yes/No	
		Date d d m m y y
	1	03/11
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Technical Information Artwork
Details
Length (cm): Materials to be used:
Description:
Sign/Label Detail
Length (cm): Weight (kg):
Materials to be used:
Camera
Type: Manufacturer:
Model: Number of units:
Length (cm): Width (cm): Depth (cm): Weight (kg):
Power Supply Make: Model:
Length (cm): Depth (cm): Weight (kg):
Wireless Interface Make: Model:
Length (cm): Depth (cm): Weight (kg):
Attachment total power (Watts):
Other
Description:
Purpose:
List of items
items: Manufacturer: Model:
Length (cm): Depth (cm): Weight (kg): 2

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Sketch and /or engineering report to be attached.

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\*\*\* Annexure A – Special Conditions to amend the insurance and indemnity provisions stated in Horizon Power's Standard entitled 'Third Party Attachments to Horizon Power Assets'.

Regional Power Corporation and the Applicant have agreed to amend clauses 9 and 10 as follows:

For so long as the Applicant is Telstra Corporation Limited (or its corporate successor), the following clauses apply in place of clause 9 of the Application:

- 9. INSURANCE AND INDEMNITY
- 9.1 Property Insurance - Applicant to self-insure

For so long as Telstra Corporation Limited (or its corporate successor) is the Applicant, Horizon Power acknowledges that the Applicant will self-insure the respective rights and interests of Horizon Power and the Applicant for damage which must be repaired by the Applicant under this Policy.

9.2 Applicant to insure if self- insurance ceases

If the Applicant:

- elects to discontinue: or (a)
- (b) is unable to continue.

the self- insurance referred to in clause 9.1, the Applicant must effect such insurance with an insurer reasonably approved by Horizon Power against the insurable risks required under this Policy.

#### 9.3 Workers' Compensation Insurance

For so long as Telstra Corporation Limited (or its corporate successor) is the Applicant, Horizon Power acknowledges that the Applicant holds a licence pursuant to the Safety, Rehabilitation and Compensation Act 1988 (Cth).

#### **Public Liability Insurance** 94

- (a) For so long as Telstra Corporation Limited (or its corporate successor) is the Applicant, Horizon Power acknowledges that the Applicant has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes Horizon Power as an additional insured and includes cross liability and waiver of subrogation endorsements and has an advertising liability extension.
- (b) If requested in writing by Horizon Power, the Applicant will provide Horizon Power with a letter confirming the Applicant's insurance as specified under this clause, such request not to be made more than once a year during the Term.

#### 10. INDEMNITY

- The Applicant indemnifies Horizon Power and Horizon Power's Personnel against any Loss and (a) Claims suffered or incurred by Horizon Power or Horizon Power's Personnel caused or contributed to by (to the extent of the contribution) any act or omission by the Applicant or the Applicant's Personnel arising from, or in connection with, the Approved Works, the Modification Works and the performance or non- performance of the Applicant's obligations under this Policy, including any:
  - i) breach of the Applicant's obligations under this Policy.
  - ii) tort, including negligence or breach of an Act or Authorisation; and
  - iii) breach of equitable duty, including breach of confidentiality or breach of fiduciary duty.

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- (b) The Applicant further indemnifies Horizon Power and Horizon Power's Personnel against any Loss and Claims suffered or incurred by Horizon Power or Horizon Power's Personnel as a result of any Claim by a Third Party against Horizon Power or Horizon Power's Personnel arising from or in connection with the performance or non- performance of the Applicant's obligations under this Policy including any:
  - i) breach of Law;
  - ii) tort, including negligence or breach of a Law;
  - iii) breach of equitable duty; or
  - iv) Claim by a Third Party that its Intellectual Property Rights or Moral Rights have been infringed.
- (c) The Applicant performs its obligations under this Policy at the Applicant's sole risk, and to the extent permitted at Law, Horizon Power will not be liable to the Applicant, the Applicant's Personnel, or any Third Party for any Loss sustained by any person or to any property, howsoever caused, arising out of or in connection with the Approved Works, the Modification Works or this Policy, except as arising out of or as a result of negligence or a breach of contract by Horizon Power or Horizon Power's Personnel.
- (d) The indemnity provided by the Applicant under this clause 10 will not exceed \$30 million per event and in the aggregate.
- (e) The liability of the Applicant to indemnify Horizon Power under this clause 10 must be reduced proportionately to the extent that any wrongful act or omission of Horizon Power contributed to the Loss or Claim.
- (f) In defending or settling any claim, action or demand the subject of an indemnity under this clause 10, Horizon Power must consult with the Applicant in good faith.

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#### APPENDIX D. REVISION INFORMATION

(Informative) Horizon Power has endeavoured to provide standards of the highest quality and would appreciate notification of errors or queries.

Each Standard makes use of its own comment sheet which is maintained throughout the life of the standard, which lists all comments made by stakeholders regarding the standard.

A comment sheet found in **DM# 4179103**, can be used to record any errors or queries found in or pertaining to this standard. This comment sheet will be used when the standard is periodically reviewed and updated.

Date	Rev No.	Notes
09/03/2011	1	Approved for use in Horizon Power
22/06/2016	2	Reformatted, updated referenced documents, changed standard number from A02-00-PG-0145-2011 to HPC-11NH-18-0001-2011
30/03/2017	3	Amended to allow Electrical Attachments
15/01/2023	4	Update the Application form includes Annexure A in Appendix B
09/06/2025	5	Correct definition "Modification Works" and use within document

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