

# *Guideline*

*for use in  
developing an  
**agreement  
on vegetation  
management  
under  
powerlines**  
between a  
distribution entity  
and a local  
government*

*September 2003*



LOCAL GOVERNMENT  
ASSOCIATION  
OF QUEENSLAND INC.



**energex**



People Powering People



**Queensland Government**

Department of Industrial Relations  
Department of Innovation and Information Economy  
Department of Local Government and Planning

# **AGREEMENT**

**on**

## **VEGETATION MANAGEMENT UNDER POWERLINES**

Between

(Name & Address of Distribution Entity)

and

(Name & Address of Local Government)

For the Period

(Start and End Dates of the Agreement)

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# PART ONE

## 1 INTRODUCTION

The *Electrical Safety Act 2002* places obligations on a wide range of persons, including employers, persons in control and electricity entities, to ensure electrical safety. In particular, an electricity entity has an obligation to ensure their works are electrically safe and operated in a way that is electrically safe. This includes the requirement to inspect, test and maintain works.

Local governments have broad legislative and governance responsibilities for planning, construction, maintenance, safety, amenity, and environmental performance of streetscapes. In fulfilling these broad responsibilities Local governments must consider among other issues urban design, vegetation management, community safety and road safety considerations, along with electrical safety.

An agreement on vegetation management under powerlines is one way electricity entities and Local governments can set out cooperative working arrangements that aim to improve the reliability and safety of the electricity system, enhance the urban environment, reduce the cost of vegetation management and influence the vegetation management work procedure documents.

A desirable outcome is the development of attractive streetscapes in which vegetation and electricity infrastructure harmoniously coexist, both contributing to the amenity of the community in safe and cost effective ways.

This agreement could also assist in the sharing of information on issues of mutual interest between the parties.

## 2 PARTIES

This agreement is made between (Distribution Entity) and (Local Government).

## 3 PURPOSE, SCOPE AND OBJECTIVES

### 3.1 Purpose

Though this agreement does not legally bind the parties, it clarifies the responsibilities of the parties and a shared vision for management of vegetation growing under powerlines on (Local Government) controlled land. It is an outcomes focussed document and does not specify operational procedures or specific units of clearance associated with the management of vegetation under powerlines.

This agreement does not abrogate any obligations or responsibilities of either (Distribution Entity) or (Local Government) under the *Electrical Safety Act 2002* or the *Electricity Act 1994*.

### 3.2 Scope

This agreement applies to:

- the electricity infrastructure owned by (Distribution Entity) and located within the boundary of (Local Government), with particular emphasis on overhead powerlines
- the public land under the control of (Local Government), excluding easements acquired by (Distribution Entity) for electricity supply purposes.

This agreement does not address, in detail, the vegetation-related environmental procedures associated with the establishment of new overhead line routes or other construction or maintenance operations.

### **3.3 Objectives**

The objectives of this agreement are to:

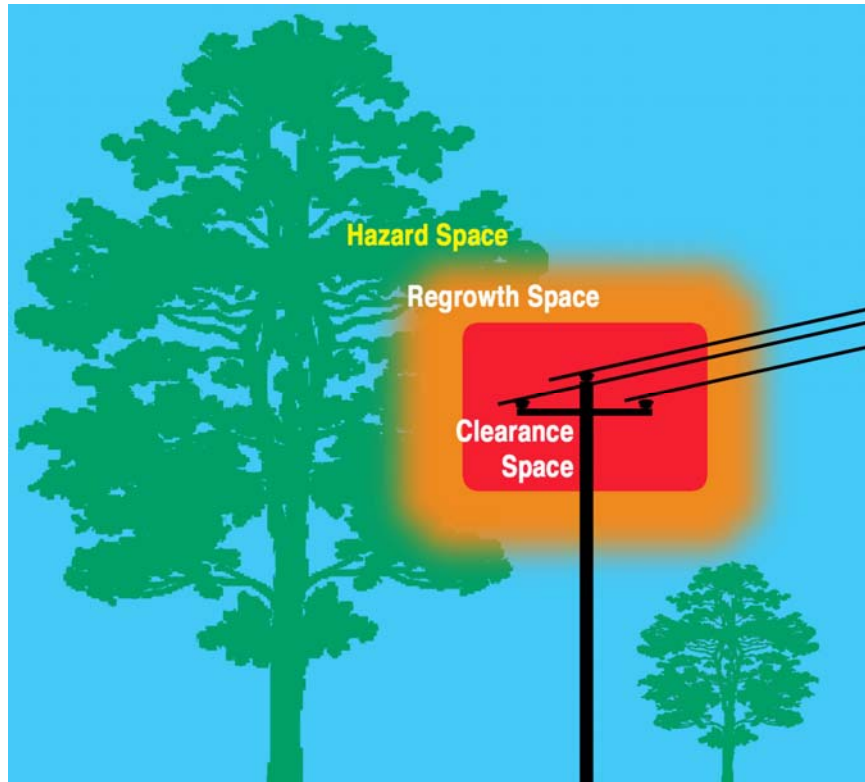
- (i) minimise tree-induced safety incidents and supply interruptions
- (ii) ensure that vegetation management practices are adopted which balance reliability of electricity supply, safety and community costs with conservation values, urban and landscape design principles and the condition of the natural environment.
- (iii) ensure a consistent, coordinated approach to management of vegetation and the electrical network to provide public and entity staff safety, reliability of supply, cost savings, improved customer satisfaction and environmental benefits
- (iv) seek an outcome which balances sound vegetation management practices and community and road safety issues (e.g. visibility and sight lines)
- (v) investigate the feasibility of integrating parts of the vegetation management programs of the parties (such as trimming and re-engineering of overhead powerlines)
- (vi) progressively reduce conflicts between electricity infrastructure and vegetation on Local government land, excluding easements acquired by (Distribution Entity) by:
  - developing an agreement on recommended street tree species for planting under powerlines
  - introducing a removal and replacement program that targets tree species and locations that pose a threat to safety and reliability of electricity supply
  - identifying areas where alternatives to tree trimming could be cost effective and could provide long term benefits.
- (vii) develop procedures to identify costs and the sharing of these costs.

## **4 PERIOD OF THE AGREEMENT**

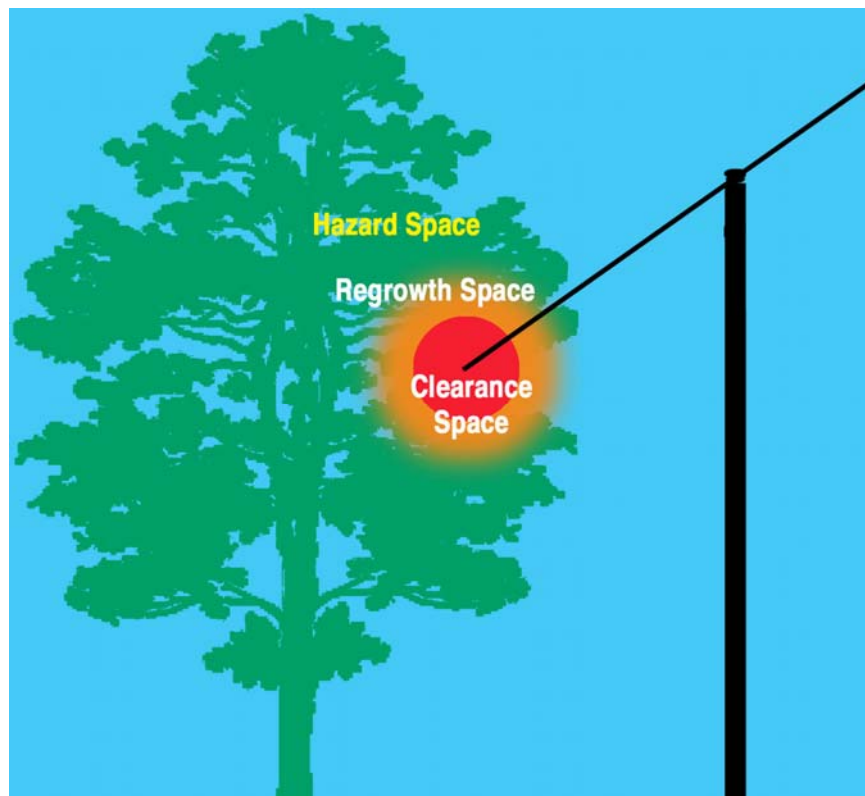
This agreement shall commence on (date of commencement) and continue for a period of (X) years.

The agreement shall be reviewed and renegotiated, if necessary, annually or as agreed between the parties.

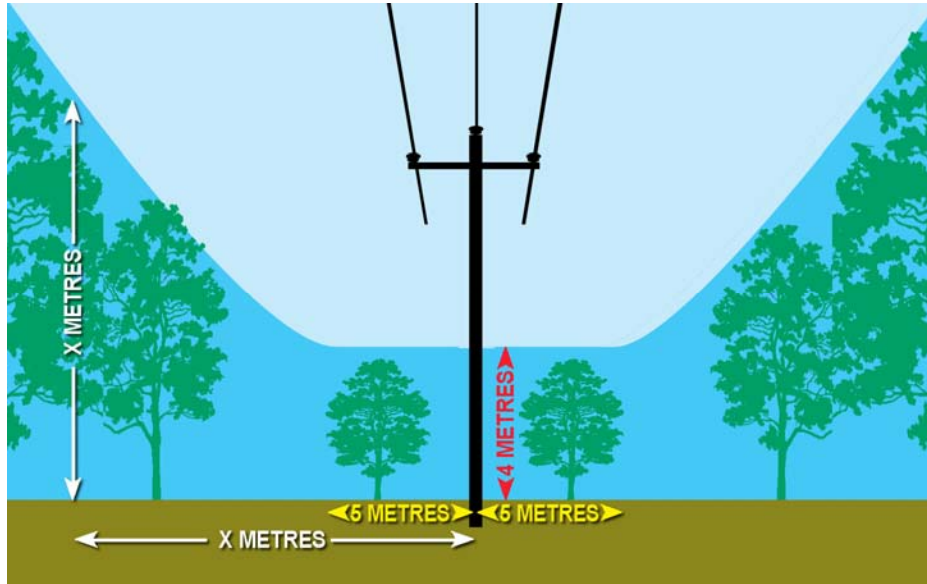
## 5 DEFINITIONS



**Urban Areas – Bare Wire Conductors up to 33 kV**



**Urban & Rural Areas – Aerial Bundled Cable and Insulated Service Cable**



## Rural Areas and Sub Transmission Powerlines – Bare Wire Conductors

**Aerial Bundled Cables** are insulated lines that are bundled together.

**Bare Wire Conductors** are lines that do not have an insulating cover.

**Clearance Space** is the space surrounding power lines that must be kept clear of vegetation at all times, including the period between trimming cycles. The size of the clearance space will vary, dependant on:

- the powerline voltage
- factors affecting the sag in the powerline
- includes an allowance for times when branches are weighted down by dew, rain, wildlife, etc.

**Clearing** is the removal of vegetation in preparation for installation of new electricity infrastructure. This will typically include the pruning of vegetation to a greater degree than routine trimming.

**Conductors** are the metal wires, usually made of copper or aluminium that carry electricity.

**Conductor Blowout and Sway** in high wind periods, conductors can sway from side to side or be deflected horizontally. The amount of blowout is dependent on the sag in the powerline and is most significant at the mid-section of longer spans. The size of the clearance space takes account of this.

**Conductor Sag** is the bow in the line between the supports and is generally greatest in the middle of the span depending on the terrain and the levels of support. Sag varies with conductor size and material, span length, conductor tension, ambient temperature and the mechanical load on the conductor. The size of the clearance space takes account of this.

**Declared Plants** (Noxious Weeds) are plants that have been designated as weeds or pests and are to be prevented from spreading or are to be reduced in number.

**Distribution** pertains to parts of the electricity supply network energised at voltages up to and including 132 kV and which, in the context of this agreement, are owned by distribution entity.

**Distribution Entity** in the context of this agreement, the distribution entity is (Distribution Entity).

**Easement Land** defined as “public utility easement” in the *Land Act 1994*. The vegetation management rights over this land are defined in the *Electricity Regulation 1994*.

**Electricity Infrastructure** covers all plant, equipment and lines associated with the electricity supply network.

**Fire Hazard** if an electrical discharge occurs between a powerline and a tree, a fire may result. Tree branches, particularly in wind, may cause wires to clash together and produce molten metal droplets which may ignite combustible material on the ground. In fire hazard areas, the clearance space may be extended to further reduce this potential fire hazard.

**Hazard Space** is the space outside the clearance and regrowth spaces, in which trees or their limbs pose a risk in adverse weather conditions due to factors such as instability and weakness due to disease, fractures or rot.

**High Voltage (HV)** is a generic term for voltages in excess of 1,000 V AC (ie. 1 kV). In Queensland, common voltages of HV distribution lines are 11 kV, 22 kV, 33 kV, 66 kV, 110 kV and 132 kV.

**Important Vegetation** is vegetation of special importance, such as:

- botanically, historically or culturally important vegetation
- vegetation of outstanding aesthetic or ecological significance
- the habitat of rare or endangered species.

**Insulated Lines** (aerial bundled conductor and covered conductor) have a reduced capacity for electrical discharge, and therefore the clearance space may be able to be reduced. However trimming cannot be eliminated completely, because clearances still need to be maintained to avoid branches brushing against and damaging the insulated cables.

**Line or Powerline** form part of an electrical circuit, either overhead or underground.

**Local government** in the context of this agreement, the Local government is (Local Government).

**Low Voltage (LV)** is a generic term for voltages not exceeding 1000 V AC. In Queensland, this refers predominantly to the 240 V (phase to neutral)/415 V (phase to phase) system.

**Mains** refers to a main cable or overhead line, other than a service line.

**Pruning** covers the cutting off and removal of branches, stems, fronds from a plant in accordance with the Australian Standard AS4373 - Pruning of Amenity Trees.

**Regrowth Space** is the space beyond the clearance space that must be maintained (trimmed) so that regrowth does not enter the clearance space within the trimming cycle.

**Reliability** is the measure of performance for a line or network in delivering uninterrupted electricity supply. The degree of reliability required varies depending upon the size and nature of the loads supplied and interconnection facilities with other parts of the network. As a general rule, the greater the voltage, the higher the level of reliability that is required and, consequently, the greater the clearance space required.

**Removal** includes the collection and transportation of items, such as cut vegetation, from the site and their disposal in accordance with (Local Government) local laws.

**Service Line** is the term used for the electric wires or cable connecting an individual consumer installation to the main supply line (mains).

**Significant Vegetation Site** is a location with important vegetation, which the (Distribution Entity) determines has the potential to impact on the safety and reliability of the electricity infrastructure.

**Sub-transmission Lines** are usually lines with voltages more than 33 kV but not more than 132 kV.

**Trimming** covers the removal of vegetation in the vicinity of existing electricity infrastructure. This will typically include pruning of vegetation to the outer extent and beyond, if necessary, of the regrowth space.

**Vegetation** means any living or non-living plant or part of that plant. Vegetation in contact with live overhead lines may have hazardous voltages present, especially during wet conditions or when in

contact with high voltages. Hazardous voltages may also be present for some distance around the bases of this vegetation. Intermittent contact hazards may occur during strong wind conditions.

**Vegetation Management** covers all aspects of the management of plants, including the selection of species, their location, planting, maintenance (including trimming) and eventual removal.

**Voltage** The voltage at which the powerline is energised is measured in Volts or kilo Volts (kV) where 1 kV = 1,000 Volts. The higher the voltage, the greater the potential for an electrical discharge between the powerline and items connected to the ground (such as trees) and hence the need for increased clearance spaces.

## **6 ROLES AND RESPONSIBILITIES OF PARTIES**

### **6.1 Roles and responsibilities of (Distribution Entity)**

In the context of this agreement, (Distribution Entity) is responsible for:

- the planning, construction and maintenance of the electricity distribution network within the boundary of (Local Government), including the overhead powerlines over footpaths and other public places
- the safety of the powerlines and other associated equipment in the network
- the reliability of the electricity distribution network
- the management of vegetation in the vicinity of overhead powerlines
- the development of vegetation management procedures that detail how the activities associated with vegetation management are to be carried out.

In order to achieve the objectives of this agreement (Distribution Entity) will:

- a) enter into a vegetation planting agreement with (Local Government)
- b) select routes for new powerlines in order to reduce, where possible, disturbance to vegetation (subject to technical and economic considerations)
- c) carry out clearing, trimming and other vegetation management measures required to provide a safe and reliable supply of electricity, in accordance with best practice environmental management and arboricultural principles
- d) notify (Local Government) of intention to perform routine trimming and consult with (Local Government) for other than routine trimming, on land controlled by (Local Government) – the periods between the issuing of these notices and the commencement of the work to be mutually agreed
- e) form an agreement with (Local Government) for the complete removal of mature vegetation, application of herbicides and the disposal of debris on land controlled by (Local Government)
- f) notify private land owners of intention to perform trimming around powerlines on their property
- g) consult with (Local Government), developers and land owners on advice received regarding vegetation management practices to be employed at various locations and cooperate on all reasonable requests
- h) where technically and economically feasible, utilise insulated overhead mains, underground cables or other engineering options for new lines and lines that are to be upgraded, to minimise clearing and ongoing trimming
- i) promote to the community the selection and location of suitable species of vegetation in the vicinity of overhead powerlines for that locality
- j) provide assistance in response to any inquiries concerning vegetation and the electricity network

- k) enter into a significant vegetation agreement with (Local Government)
- l) compile and maintain a register of significant vegetation sites
- m) develop and implement, in conjunction with (Local Government), a program for tree replacement and/or reengineering of the supply network in order to progressively reduce conflicts between vegetation and powerlines. Costs and/or works would be shared between the parties on an agreed basis.

## **6.2 Roles and responsibilities of (Local Government)**

In the context of this agreement, (Local Government) is responsible for:

- the planting and maintenance of vegetation on (Local Government) controlled land, such as footpaths
- vegetation management around street lights and road signs
- the control of the use of public areas such as footpaths, in which much electricity infrastructure is located
- the specification of landscaping requirements (including vegetation) for footpaths and (Local Government) controlled land in new developments.

In order to achieve the objectives of this agreement (Local Government) will:

- a) enter into a vegetation planting agreement with (Distribution Entity)
- b) select, locate and plant suitable vegetation on footpaths and in other lands under (Local Government) control in accordance with the vegetation planting agreement
- c) promote to the community the selection and location of suitable species of vegetation for growing in the vicinity of overhead powerlines for that locality
- d) impose development conditions to ensure that all planting within new developments comply with the guidelines of the vegetation planting agreement
- e) endeavour to keep the allocation for electricity infrastructure within footpaths and other lands under Local government control is clear of large plants and other landscaping features which may impede the installation, operation or maintenance of any the electricity infrastructure, including underground cables
- f) carry out vegetation management to ensure the effectiveness of street lighting, traffic control measures and road signs
- g) in (Local Government) controlled lands that are in fire hazard areas, keep the land in the vicinity of overhead lines clear of combustible material
- h) enter into a significant vegetation agreement with (Distribution Entity)
- i) nominate to (Distribution Entity) locations of vegetation with significant environmental or community importance requiring special vegetation management practices
- j) develop and implement, in conjunction with (Distribution Entity), a program and cost sharing arrangement for progressive reduction of conflicts between electricity infrastructure and vegetation.

## **7 AGREEMENT STEERING COMMITTEE**

Both parties agree to form an Agreement Steering Committee:

- to assist in the development and coordination of good lines of communication
- to develop and manage a dispute resolution process
- to assist in the negotiation of mutually agreed solutions to disputes
- to assist in finalising the agreements, such as the vegetation planting agreement and the significant vegetation agreement

- to coordinate the identification and listing of trees suitable for planting under and alongside powerlines (refer Appendix A)
- to develop cost sharing arrangements for types of activities in general or for specific projects
- to conduct any reviews of the agreement.

The committee will be made up of (*insert number*) representatives of each party.

The chairing and secretariat duties will be rotated between the parties on an annual basis or as agreed between the parties.

## **8 COST SHARING**

Cost sharing arrangements for particular items of work, either in the form of financial contributions or through a division of works, will be established. Where possible, the same cost sharing arrangement could apply to all instances of that activity. If necessary, cost sharing arrangements for special projects will be developed.

## **9 COMMUNICATION**

Good communication will ensure that the agreement works effectively. Both parties commit to:

- open communication and rapid resolution of any issues, problems, and disputes
- consultation on changes that impact on each other's operations and responsibilities.

## **10 DISPUTE RESOLUTION**

Both parties are committed to complying with all terms of the agreement. If disputes arise, the parties, with the assistance of the Agreement Steering Committee, will meet at the appropriate level to resolve the issues.

## **11 MAJOR WORKS ENVIRONMENT ISSUES**

Major electricity infrastructure works carried out by (Distribution Entity) are usually subject to a detailed Environmental Impact Survey or Environmental Management Plan.

Environmental and community values relating to vegetation management require consideration of:

- aesthetic value or visual impact, leading to the enhancement of the streetscape
- provision of shade, screening and windbreaks
- effect on property values
- 'heritage' value or cultural significance
- noise generated by clearing/trimming operations
- Vegetation Protection Ordinances (VPOs)
- national parks, protected areas with rare or endangered plants, World Heritage management areas
- forestry
- fauna habitat, especially rare or endangered species, wildlife corridors
- soil erosion, sedimentation, minimising disturbance of acid sulphate soils in coastal wetlands
- creek banks, mangroves
- chemical contamination of ecosystem by herbicides or growth regulation hormones
- waste disposal

- bushfires
- public awareness, community consultation and communication
- declared plants (noxious weeds)
- safety of the community and staff of (Local Government) and (electricity entity)
- reliability of supply.

Both parties agree to develop, where possible, mutually beneficial solutions to those vegetation issues that impact on (Local Government).

## **12 VEGETATION PLANTING AGREEMENT**

The parties agree to enter into a Vegetation Planting Agreement covering the selection and location for new vegetation plantings on land controlled by (Local Government) that is in the vicinity of (Distribution Entity) powerlines.

(Key elements that may be included in a Vegetation Planting Agreement are outlined in Part Two of the Guideline).

## **13 SIGNIFICANT VEGETATION SITES**

Vegetation of special importance (important vegetation) is being increasingly identified. In most cases, Local governments handle the “official” recognition of this vegetation.

If an item of important vegetation impacts, or has the potential to impact, on the electricity infrastructure, the location of this item may be registered by (Distribution Entity) as a significant vegetation site.

Additional costs may be associated with the special vegetation management practices employed and/or the use of more permanent alternative solutions at a site. The contributions towards these additional costs will be mutually agreed between the relevant parties before the Important vegetation is registered as a significant vegetation site.

The success of this scheme depends on the commitment of both parties for efficient and early communication in this area. To assist in this, both parties agree to enter into a significant vegetation agreement formalising issues such as the appropriate communication arrangements, timeframes for notifications and registry searches and the method used to determine the sharing of costs.

(Key elements that may be included in a significant vegetation agreement are outlined in Part Three of the Guideline).

## **14 VEGETATION MANAGEMENT**

The (Distribution Entity) will determine the dimensions for the clearance space that will provide safe and reliable electricity supply and take account the classification of the area (urban or rural), the type of construction, insulation, sag of the line, climate and operating conditions. For these reasons, the size of the clearance space will not be the same at all locations.

Rural areas require a different management approach to urban areas due to issues such as response times to incidents, access and geographical conditions. Therefore the common approach is to create a

corridor clear of any vegetation that may grow or fall into the powerline. These corridors are managed through the removal (by mechanical, hand clearing and chemical techniques) of normally self-seeded saplings that could endanger the powerline when mature.

Both parties will work cooperatively to develop mutually agreed regrowth space and rural corridor dimensions that:

- are suitable for the climate and tree species of the area (such as storm frequency and severity; growth rate; tree growth habits eg flexibility and propensity to drop branches)
- allow a cost effective frequency of trimming and other vegetation management activities
- minimise the effect of vegetation management on the environmental values of the streetscape or rural area
- are appropriate to the type, voltage and configuration of the powerlines used.

These clearance, regrowth space and rural corridor dimensions will be developed for vegetation on (Local Government) land and on private property. (Local Government) will assist (Distribution Entity) in promoting these concepts to private landholders.

Vegetation trimming, pruning and removal will be carried out in accordance with the vegetation management procedures developed by (Distribution Entity). Where these impact on (Local Government) activities, responsibilities and land, specific mutually agreed procedures may be developed.

The parties will investigate ways in which their vegetation management activities could be cooperatively carried out so as to improve the effectiveness and efficiency of these activities. Any activities so identified will be documented and appropriate training given to the personnel concerned.

The development of a shared vegetation asset register will also be considered.

This register could cover items such as:

- the identification of tree types at a particular location
- pruning cycles for trees in a particular location
- the location of candidate trees for removal and replacement
- special vegetation management needs for significant vegetation.

## **15 ALTERNATIVES TO TRIMMING**

The parties undertake to investigate mutually advantageous alternatives to trimming.

### **15.1 When alternatives may be warranted**

Sometimes, tree replacement or alterations to the network may be cost effective alternatives to trimming. The situations that may lead to these alternatives being considered include, but are not limited to:

- trimming is not a practical option (e.g: palm trees)
- the tree is not structurally sound and trimming is unable to manage the risk of tree limb or whole tree failure

- the cost of ongoing trimming, including switching costs, is greater than remedial costs or the value of the vegetation including biological and community values
- continued trimming threatens the health of the tree or severely damages its appearance.

### **15.2 Tree replacement**

If, after consultation with (Distribution Entity), the local community and other stakeholders, (Local Government) determines that a tree on (Local Government) controlled land is to be replaced, (Distribution Entity) will remove the tree to close to ground level. (Local Government) will remove the stump, plant a tree suitable for the location and carry out any remedial landscaping.

**15.3 Alterations to the network** Alterations to the network may include the following alternatives:

#### **15.3.1 Insulated lines**

Low voltage powerlines and powerlines up to 11 kV can be fully or partially insulated (aerial bundled conductor and covered conductor). These insulated lines have a reduced capacity for electrical discharge, and therefore a smaller clearance space is possible.

However trimming cannot be eliminated completely because, to avoid damage to their insulation, these lines should not contact trees under normal conditions. This is often the most cost effective of these network alteration alternatives.

#### **15.3.2 Undergrounding**

Undergrounding eliminates the need for tree trimming, but is not often a practicable alternative because of the high costs involved. Undergrounding of overhead powerlines may be undertaken where it is assessed to be cost effective or where commercial or cost sharing arrangements are feasible. For example, costs can be equitably shared by the customers, the distribution entities and the local councils.

Reducing these costs to (Distribution Entity) through initiatives such as co-location with other underground services and/or some form of cost sharing with other parties would increase the financial attractiveness of this alternative.

Some restrictions on the type of vegetation planted on or near the underground cable easement will still apply.

#### **15.3.3 Increasing powerpole height**

Increasing the height of the powerpoles in the area may reduce the cost of trimming sufficiently to offset the additional cost of raising the powerpoles.

**15.3.4 Rerouting the powerlines** Rerouting the powerlines away from the problem vegetation may be cost-effective in particular situations.

## **16 COMMUNITY EDUCATION AND AWARENESS**

The parties undertake to share opportunities to improve community education in relation to the management of urban trees in the vicinity of overhead powerlines.

Specific educational activities include, but are not limited to, the development of:

- A tree identification booklet on the area's common street trees, including information on their size, growth habits and suitability for planting adjacent to powerlines, and general

information on the selection and location of trees in the vicinity of powerlines. This brochure will be made available free of charge to the public and to plant nurseries, particularly those participating in any “free tree” promotion by Local government.

- A brochure relating to pruning, by either party, of vegetation on (Local Government) controlled land or on private property, where this vegetation may interfere with overhead powerlines, streetlights, road signs and pedestrians.

This brochure will be delivered, by the party carrying out the pruning, to residents prior to the trees in their street being pruned.

## **17 EXECUTION OF AGREEMENT**

Signed for and on behalf of (Distribution Entity)

Name Date:

Position

Signed for and on behalf of (Local Government)

Name Date:

Position

**APPENDIX A  
COMMON STREET TREES IN (LOCAL GOVERNMENT)**

Common Name	Genus Species	Description (shape, leaves, flowers)	Type of Tree and Use	Max Height & Width	Growth Rates	Suitable Locations	Additional Information	Recommended Minimum Planting Distance from Powerlines

# PART TWO

## KEY ELEMENTS FOR VEGETATION PLANTING AGREEMENT

### 1 GENERAL

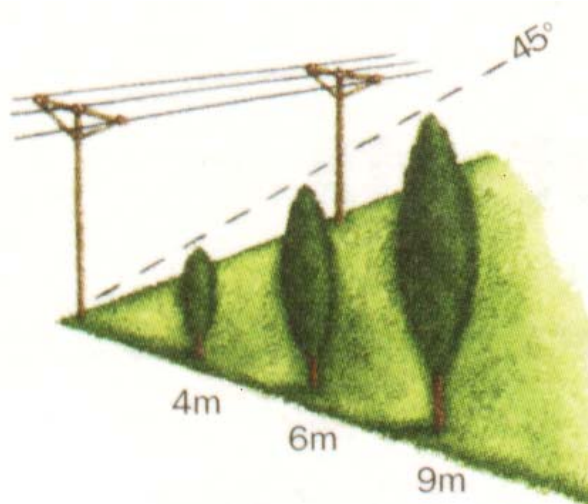
This vegetation planting agreement covers the selection and location of new vegetation plantings on land controlled by (Local Government) that are in the vicinity of (Distribution Entity) powerlines.

### 2 PLANTING LOCATIONS

Both parties undertake to promote the message:

*The right tree in the right place.*

- Before planting, the mature height and width of the specimen should be determined.
- For trees taller than 4 metres, the 45 degree rule should be used when planting.
- The distance from the powerline should be at least equal to the mature height of the tree, as shown in Figure 1.
- For example, a tree of a species with a mature height of 6 metres should not be planted within 6 metres of an overhead powerline.



**Figure 1. 45 Degree Rule for Planting**

- New vegetation should not be planted in locations that would allow the vegetation, at any time during its lifespan, to enter the clearance or clearance spaces, even during high wind periods, or to overhang the line.
- Clearances for streetlights, road signs, underground cables and ground-mounted electrical equipment should also be considered when determining planting locations.

### **3 POWERLINE FRIENDLY TREES**

The parties undertake to develop, and keep up to date, a list of trees suitable for planting under and alongside powerlines. In general, trees suitable for planting in the vicinity of powerlines should not have the following characteristics:

- exceeding four metres mature height if under the line)
- propensity to shed limbs, fronds or debris onto the line, such as: eucalypts, palm
- basic structure of tree would tend to encroach on clearance/clearance spaces and would be destroyed by pruning, such as: jacaranda canopy, palms
- considerable movement in high winds, such as: she-oak (casuarina)
- extensive root systems with propensity to damage cables and pipes, such as: the pencil willows, or the rubber trees
- shallow rooted trees likely to fall onto overhead lines
- declared species.

Large palm trees are a particular problem and should not be planted within five metres of powerlines.

### **4 TRIMMING OR REMOVAL OF INCORRECTLY SELECTED TREES**

Vegetation planted under overhead powerlines on (Local Government) controlled land after the commencement of this Agreement and which is not in accordance with the vegetation planting agreement, incurs (Distribution Entity) in preventable vegetation management costs associated with the:

- trimming of this vegetation
- removal of this vegetation and replanting with vegetation selected in accordance with the vegetation planting agreement.

The parties agree to allocate the sharing of these costs in the following way:

- (details of the cost sharing methodology to be inserted. For example, trees planted by the Local government – full costs to the Local government. Trees planted by the public on footpaths outside their home – costs shared 50/50).

# **PART THREE**

## **KEY ELEMENTS FOR SIGNIFICANT VEGETATION AGREEMENT**

### **1 GENERAL CONCEPTS**

Vegetation of special importance (Important Vegetation) is being increasingly identified. In most cases, Local governments handle the “official” recognition of this vegetation.

If an item of important vegetation impacts, or has the potential to impact, on the electricity infrastructure, the location of this item may be registered by (Distribution Entity) as a significant vegetation site.

Additional costs may be associated with the special vegetation management practices employed and/or the use of more permanent alternative solutions at a site. The contributions towards these additional costs will be mutually agreed between the relevant parties before the important vegetation is registered as a significant vegetation site.

The success of this scheme depends on the commitment of both parties to efficient and early communication in this area.

This significant vegetation agreement formalises the main issues involved.

### **2 REGISTRATION OF IMPORTANT VEGETATION**

The (Local Government) will identify and register important vegetation on (Local Government) controlled land. Proposals from the public or other sources for the registration of important vegetation on (Local Government) controlled land or on private land will also be considered by (Local Government).

### **3 REGISTRATION OF SIGNIFICANT VEGETATION SITES**

Important vegetation registered by (Local Government) may be nominated to (Distribution Entity) for registration as a significant vegetation site. Important vegetation on private land may be nominated by the landholder, through (Local Government) where possible, or by (Local Government). Other organisations, such as those associated with state and federal governments, may nominate Important Vegetation on lands under their control.

(Distribution Entity) will determine if the nominated important vegetation has sufficiently altered vegetation management requirements to warrant its registration as a significant vegetation site.

(Distribution Entity) will maintain a register of these sites and will consult the register before commencement of trimming in an area. Staff of (Local Government) and members of the public will be permitted to view the register.

The register will contain the following details, where applicable:

- location
- the type of vegetation
- the number of trees or extent of the area
- stakeholders and parties nominating the site for registration
- reasons for special consideration
- details of the electricity infrastructure likely to be affected by the vegetation, including its network identifier
- details of how the vegetation affects the infrastructure
- details of the vegetation management plans applied to the adjacent, non significant, vegetation (for example, trimming every 2-3 years)
- details of the special vegetation management plans developed for the important vegetation (e.g. annual trimming)
- any agreements entered into with stakeholders (e.g. recovery of costs for additional trimming).

## **4 MANAGEMENT OPTIONS FOR SIGNIFICANT VEGETATION SITES**

A number of options are available for reducing the extent of routine trimming at sites of significant importance, including:

- more frequent pruning in order to reduce the margin allowed for regrowth
- use of growth regulator hormones (when suitable and approved)
- other new technical developments, or actions that will mitigate the risk to the powerline safety and the reliability of supply.

More permanent alternatives to trimming, such as alterations to the network, may be technically and economically suitable for some sites.

For all sites, (Distribution Entity) will consult with (Local Government) on the most appropriate management options for that site.

## **5 SHARING OF ADDITIONAL VEGETATION MANAGEMENT COSTS**

As a general principle, the parties agree to share the additional costs associated with the vegetation management of significant vegetation sites on the following basis:

- if the electricity infrastructure is existing at the time the important vegetation is nominated by (Local Government), then (Local Government) will contribute (enter number)% of the additional costs
- if the route of the electricity infrastructure is selected after the Important Vegetation has been registered by (Local

Government), then (Distribution Entity) will contribute (enter number)% of the additional costs.

Special cost sharing arrangements may be agreed to by the parties to suit particular circumstances.

## **6 COMMUNICATION ARRANGEMENTS**

Except in exceptional circumstances, all communication between the parties on significant/important vegetation issues will be between:

(Local Government)

(enter contact details)

(Distribution Entity)

(enter contact details)

## **7 ENQUIRIES**

When (Distribution Entity) is investigating the route for a new powerline or the re-routing of an existing powerline, information on the location of important vegetation on or near these routes is required before the route is finalised.

To enable this information to be obtained in the project timeframes, (Local Government) agrees to respond to enquiries by (Distribution Entity) on the location of important vegetation within (enter number) working days.