







## Technical Advice

EWON obtained independent technical advice from a qualified and experienced electrical engineer on the events leading to the outage.

The conclusions of this report were:

It is the “*clear view*” of the expert electrical engineer that “*the precautions taken by [the company] to check for the existence of not only underground cables but any other assets owned by other utilities [were] totally inadequate*” and the initial interruption to supply was a result of [the company’s] failure to take sufficient care in the circumstances.

[the company] should have checked their records regarding the presence of underground cables in the area before taking action to bore the hole for a new pole and their failure to do so amounts to a failure to take adequate care in the circumstances.

[the company’s] Network Standard *Working Near or Around Underground Cables* clearly sets out the risks involved in carrying out excavation without ensuring adequate checks have been carried out, while Network Standard *Specification for Pole Installation and Removal* requires that before hole sinking, checks be made beforehand of the underground construction plans of all utilities to identify where assets are located. [The company’s] “*long standing practice of field staff digging to a depth of 900mm to determine the existence of underground services in an emergency*”, is not an alternative to the fundamental precaution of checking utility records for the presence of assets.

The critical nature, high value, high repair time and high cost of repairing transmission and sub-transmission assets underlines the need for extreme care in monitoring any risks to these assets. The location of the damaged cables is approximately two hundred metres from the 132kV Substation. It seems a reasonable expectation that this would have led [the company] to give consideration to the possibility of critical infrastructure being present in such close proximity to the Substation.

The second interruption to supply was a direct consequence of the initial event and as such would also have been avoidable had adequate precautions been taken.

The interruptions to supply “*were not beyond the reasonable control of [the company]*”.

## Analysis of the Information

It is EWON's position that the provider was able to take action that would have avoided the interruption that occurred and moreover had a duty of care to its customers to ensure the appropriate precautionary steps were all taken. Indeed the independent expert has stated in his report that the provider’s own response to his



Under the provision of Clause 6 of the Constitution of the Energy & Water Ombudsman NSW scheme I therefore determine that the company should pay the sum of \$5,000 to Ms W as full settlement of her claim.

Under the EWON Constitution, this decision is binding on the company. Ms W may elect within twenty-one days whether to accept this decision. If Ms W accepts the decision, she will fully release the company from all claims, actions, etc in relation to this complaint. In the event that Ms W does not accept my decision, she may pursue her remedies in any other forum she may choose, and the company is then fully released from the decision.

Clare Petre  
Energy & Water Ombudsman NSW

8 June 2005