

EnergyCo

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# Central-West Orana Renewable Energy Zone Access Rights Application Process Guidelines

For Projects with Hub-to-Project solutions

April 2024

# Acknowledgement of Country

The Energy Corporation of New South Wales (EnergyCo) acknowledges that it stands on Aboriginal land. We acknowledge the Traditional Custodians of the land, and we show our respect for Elders past and present through thoughtful and collaborative approaches to our work. We seek to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

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Central-West Orana Renewable Energy Zone Access Rights Application Process Guidelines

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## **Acknowledgements**

We acknowledge and thank AEMO Services, as the Consumer Trustee and Scheme Financial Vehicle, for their contribution to this publication.

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# Important notice

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## Acknowledgement

The provisions of the *Electricity Infrastructure Investment Act 2020* (EII Act), EII Regulation, associated regulations and regulatory instruments made from time to time apply to the Access Scheme, allocation of Access Rights and Application Process. This document includes a description of the requirements of the EII Act, EII Regulation, associated regulations and regulatory instruments but is not a substitute for, and does not derogate from, those requirements.

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## Disclaimer

This document has been prepared by Energy Corporation of New South Wales (ABN 59 651 198 364) in its capacity as the Infrastructure Planner for the Central-West Orana REZ. It is subject to the Application Process Conditions in Appendix D: Application Process Conditions and any other disclaimers or notices provided with this document.

The objective of the Application Process is to receive offers from persons who are interested in seeking Access Rights with respect to a Project and have the capacity, capability and experience to do so. This document has been prepared to assist Applicants (and their Associates and Consortium Members) in preparing Applications and does not purport to contain all the information that Applicants (and their Associates and Consortium Members) may require.

This document is not an offer document and is not intended to give rise to any contractual relationship. Applicants (and their Associates and Consortium Members) should conduct, and must rely entirely on, their own independent investigations, reviews, preparation of Applications and analysis of the Application Process and the information set out in this document or otherwise provided during the Application Process and not on this document.

This document provides a summary of the relevant Laws in the EII Act, EII Regulation and associated regulations and policies as of 11 April 2024. The legislation and regulations may be subject to change.

The Application is part of a new process established under the EII Act and EII Regulation. Further regulations are expected on or by Q2 2024, including in relation to changes to the National Electricity Law (NEL) and National Electricity Rules (NER) as they apply in New South Wales (NSW) to enable the operation of an Access Scheme.

This document may include generalisations and assumptions about future policy outcomes. This document or the information in it may be subsequently updated or amended. This document does not constitute legal or business advice and should not be relied on as a substitute for obtaining detailed advice about the EII Act, EII Regulation, NEL, NER or any other applicable Laws, regulations, regulatory documents, reports, procedures or policies.

EnergyCo has taken care in the preparation of the information contained or referred to in this document but cannot guarantee its accuracy or completeness. Accordingly, to the maximum extent permitted by Law, EnergyCo and its Associates involved in the preparation of this document:

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- expressly disclaim any and all Liability relating to or resulting from:
  - the use of, or reliance on, such information by any person, an Applicant (including a Consortium Member) or any of their respective Associates, including in the preparation and submission of an Application (including any decision not to prepare or submit an Application)
  - the exercise of any discretion or making of any decision by EnergyCo or its Associates in relation to the Application Process, including in the assessment of any Application by an Applicant and its Consortium Members and their respective Associates.

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## Confidentiality

Other than the information publicly disclosed on EnergyCo's website about the Application Process, all Disclosed Information is confidential information about EnergyCo and its activities. Applicants, Consortium Members and their respective Associates are subject to the confidentiality obligations set out in, and are not permitted to disclose or use any such information other than as permitted by the Application Process Conditions in Appendix D: Application Process Conditions.

All persons are also bound by the non-disclosure obligations imposed by Section 75 of the EII Act. Under that provision, a person must not, subject to certain specified exemptions, disclose information obtained in connection with the administration or execution of the EII Act. That section also sets out the consequences of non-compliance, which are penalties applicable to individuals and corporations.

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## Role of other entities

In its capacity as the Infrastructure Planner, EnergyCo is subject to the control or direction of the Minister under Section 63(5) of the EII Act. In conducting activities in connection with this document and the exercise of its statutory functions under the EII Act, EnergyCo may consult with the Consumer Trustee, the Department of Climate Change, Energy, the Environment and Water, Commonwealth agencies, the Scheme Financial Vehicle (SFV) and the preferred Network Operator, subject to the requirements of the EII Act, and other entities EnergyCo considers are reasonably required for the purpose of exercising its functions. Further information for Applicants regarding the role of EnergyCo and other relevant entities is set out in Section 4.3.4 of this document.

# About EnergyCo

EnergyCo is a statutory authority established under the Energy and Utilities Administration Act 1987 (EUA Act). EnergyCo has been appointed as the Central-West Orana REZ Infrastructure Planner under the EII Act and the scheme administrator under the Central-West Orana REZ Access Scheme Declaration.<sup>1</sup>

In its capacity as the Infrastructure Planner, EnergyCo has functions to:

- investigate, plan, coordinate and carry out planning and design for network infrastructure projects<sup>2</sup>
- make assessments and recommendations about Network Operators for network infrastructure projects<sup>3</sup>
- exercise certain Access Scheme functions in accordance with an Access Scheme Declaration<sup>4</sup>
- promote the development of energy resources and disseminate information regarding the development of energy resources.<sup>5</sup>

For the Central-West Orana REZ, EnergyCo:

- is working with the Consumer Trustee to complete the recommendation and authorisation process for Network Operators for the Central-West Orana REZ
- may allocate Access Rights to generation or storage infrastructure projects up to the Aggregate Maximum Capacity Cap of 5.84 gigawatts (GW) through a competitive tender or Application Process.<sup>6</sup>

EnergyCo may conduct an Application Process if it is considered necessary for the timely delivery of a network infrastructure project.<sup>7</sup>

Please direct queries related to these Guidelines or the Application Process to

[cwo.access@energyco.nsw.gov.au](mailto:cwo.access@energyco.nsw.gov.au).

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<sup>1</sup> The CWO REZ Access Scheme Declaration made by the Minister on 19 December 2022 and gazetted on 23 December 2022, available at [Government Gazette No 591 of Friday 23 December 2022 \(nsw.gov.au\)](#).

<sup>2</sup> EII Act, s 63(4)(c).

<sup>3</sup> EII Act, s 30; EII Regulation, cl 45.

<sup>4</sup> EII Act, cl 42C.

<sup>5</sup> EUA Act, s 12(1)(d) and (f); EII Act, s 63(5).

<sup>6</sup> CWO REZ Access Scheme Declaration.

<sup>7</sup> EII Regulation, Schedule 1A, cl 5(1).

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# 1

## Introduction

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# 1 Introduction

EnergyCo proposes to allocate the initial tranche of Access Rights for the Central-West Orana REZ through an expedited application process (Application Process), ahead of the Financial Close of the Central-West Orana REZ Network Project. This will enable Hub-to-Project (H2P) and Centralised System Strength (CSS) solutions to be built alongside the core REZ Network Infrastructure (RNI) to connect new renewable energy projects supplying electricity to consumers faster and reduce impacts on host communities.

EnergyCo will accept and assess Applications in accordance with these Guidelines under the Application Process, which opens in the week of 8 April 2024 and closes on 24 May 2024 (see key dates in [Section 1.6](#)).

Further allocation of Access Rights to the Access Rights Network may follow in accordance with the Central-West Orana REZ Access Scheme Declaration. It is intended that AEMO Services, as the NSW Consumer Trustee, will run tenders for future allocations of Access Rights to the Access Rights Network.

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## 1.1 Purpose of this document

These Guidelines for the Application Process set out:

- the process for inviting, accepting and assessing Applications from participants for the grant or increase of Access Rights without a competitive tender<sup>8</sup>
- the Eligibility Criteria for participants who may make Applications.<sup>9</sup>

These Guidelines detail how EnergyCo will invite, accept and assess Applications and set out Eligibility Criteria and Merit Criteria (together the Assessment Criteria) for Applicants for the allocation of the initial tranche of Access Rights for the Central-West Orana REZ.

The Guidelines also provide:

- important information on Access Rights and the Central-West Orana REZ Access Scheme, the value proposition of Central-West Orana REZ Access Rights and the Access Rights Network
- an overview of the Project Documents and Energy Supplier Connection Deed (ESCD) for the Access Rights Network.

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<sup>8</sup> EII Regulation, Schedule 1A, cl 5(2)(a).

<sup>9</sup> EII Regulation, Schedule 1A, cl 5(2)(b).

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These Guidelines describe the subsequent pathway for Access Right Holders to connect to the Central-West Orana REZ Access Rights Network (see Appendix A: Renewable energy zone connection process).

To the extent of any inconsistency between these Guidelines and the Central-West Orana REZ Access Scheme Declaration, the Access Scheme Declaration will prevail.

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## 1.2 Objectives of the Application Process

The objectives of the Application Process are to:

- facilitate timely decisions in the design of the Access Right Network, including H2P network infrastructure and CSS solutions, by enabling the allocation of the initial tranche of Central-West Orana REZ Access Rights by mid-2024<sup>10</sup>,
- ensure Access Rights are allocated to Projects with a high likelihood of achieving financial investment decisions and Commercial Operations and contributing to the infrastructure investment objectives of the Central-West Orana REZ<sup>11</sup>, and
- support the objectives of the EII Act.

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## 1.3 Further allocations of Access Rights

After this allocation, additional Access Rights may be available if:

- Less than 5.84 GW in Access Rights are allocated by EnergyCo through this Application Process, or
- EnergyCo determines that the Aggregate Maximum Capacity available for allocation through Access Rights can be increased above 5.84 GW by running a Headroom Assessment.<sup>12</sup>

Projects or Applicants that are not ready to participate in this Application Process or Applicants that are unsuccessful in this Application Process may seek Access Rights in any future processes expected to be run by the Consumer Trustee or EnergyCo.

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<sup>10</sup> This objective is consistent with EnergyCo's function under the EII Regulation, Schedule 1A, clause 5(1) to conduct an application process if the infrastructure planner considers it is necessary for the timely delivery of a REZ network infrastructure project.

<sup>11</sup> EII Act, s 44.

<sup>12</sup> Refer to the row titled 'Headroom assessment' in Table 3 (Key components of the Central-West Orana Renewable Energy Zone Access Scheme) in Section 2.2 of these guidelines.

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Projects seeking Access Rights in future processes will need to plan and procure the assets required for connection of their project to an Energy Hub under the NER contestability framework for transmission assets (referred to as the generator led model).

EnergyCo welcomes early and continued engagement with generation and storage projects in the Central-West Orana REZ that wish to discuss their pathway seeking Access Rights outside this Application Process, including any potential to use EnergyCo's planning and land tenure for the Network Project, subject to agreed arrangements with EnergyCo to recover the costs of securing those planning approvals and land tenure.

EnergyCo can be contacted at [cwo.access@energyco.nsw.gov.au](mailto:cwo.access@energyco.nsw.gov.au).

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## 1.4 Hub-to-Project eligibility

To enable Access Rights to be awarded ahead of the Financial Close of the Network Project and facilitate timely decisions in network design, including H2P and CSS solutions, EnergyCo has included a Project eligibility criterion requiring Applicants to have an existing H2P infrastructure solution. This is defined – at eligibility criterion EC24 – as a Project identified to be connected to the 330kV network infrastructure in section 3.1 of the Central-West Orana REZ Transmission Project Environmental Impact Statement and any standalone Battery Energy Storage System (BESS) Projects that are associated with the Projects identified in section 3.2.1 of the Central-West Orana REZ Transmission Project Environmental Impact Statement and confirmed with EnergyCo.

With the short timeframe before the Application Process opens and the extensive consultation and design effort that would be involved in creating new H2P solutions, it is highly likely that only the current group of Candidate Foundation Generators (CFGs) that have been working with EnergyCo on the Central-West Orana REZ will be able to meet this Project Eligibility Criterion for this process and progress to the assessment stage of the Application Process.

For more information on H2P, see Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network.

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## 1.5 Limited opportunity for Hub-to-Project network infrastructure

By establishing, funding and contracting firm options for the H2P infrastructure solutions program, EnergyCo has materially reduced key project risks including:

- Time and certainty of obtaining planning permission for these transmission lines.
- Time and cost of obtaining relevant landowner agreements.

- 
- Time, cost and risk of delivering the construction of these assets while the Core RNI is also under construction - including materially reducing construction interface cost and time risks.

If Projects want to take advantage of an existing H2P infrastructure solution, as described in Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network, it is important to participate in this Application Process as this will most likely offer the only opportunity to progress this option with the preferred Network Operator.

Only Projects which are allocated an Access Right through this Application Process, execute the Access Rights Agreements and provide the required bonding prior to Financial Close of the Network Operator project will be able to take advantage of the H2P infrastructure solutions.

### **H2P infrastructure removal from the Network Project**

The Network Operator is undertaking early activities under the commitment deed with EnergyCo including progressing design and procurement of long-lead items for the Core RNI and H2P. In parallel, EnergyCo continues to progress the planning approvals and the acquisition of land for the Network Project. As a result, both EnergyCo and the Network Operator continue to expend resources progressing the H2P infrastructure solutions.

EnergyCo intends to remove relevant H2P for Projects that are not allocated an Access Right under this Application Process from the Network Project prior to financial close of that project. There are four scenarios when EnergyCo will contact a potential Applicant or an Applicant, to notify the relevant Project entity that EnergyCo intends to commence the removal of its H2P infrastructure from the Network Project. These scenarios are:

- If a potential Applicant with a proposed H2P solution notifies EnergyCo that it does not intend to participate in the Application Process or does not submit an Application.
- If a Project or Applicant is assessed as either ineligible or is assessed as eligible but does not attain a minimum acceptable score against one or more of the merit criteria.
- If a Project is otherwise unsuccessful in the Application Process.
- If a Project is successful in the Application Process but does not execute the Access Right Agreements or fails to provide the required bonding by the time required under the Access Payment Deed.

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## 1.6 Key dates

Table 1: Key dates in the Application Process

Step	Date
Interested parties request express interest in participating in the Application Process and request access to the Data Room ( <a href="http://www.energyco.nsw.gov.au/industry/central-west-orana-rez-access-rights-application-process">www.energyco.nsw.gov.au/industry/central-west-orana-rez-access-rights-application-process</a> )	April 2024
Application Process and Data Room open	Week of 8 April 2024
Closing Date and Time for Part 1 submission (Eligibility) Electronic submission through the Data Room	2pm, Monday, 29 April 2024 (AEST)
Closing Date and Time for Part 2 submission (Merit) Electronic submission through the Data Room Applications close	2pm, Friday, 24 May 2024, (AEST)
Application assessment	May to June 2024
Draft Access Fee Determination by AEMO Services	June 2024
EnergyCo allocates conditional Access Rights Unsuccessful Applicants notified	Late June/early July 2024
Access Rights Agreements executed	July/August 2024
Final Access Fee Determination	August 2024
EnergyCo completes the Access Rights Register	Q3 2024

### Amendments to the key dates

EnergyCo reserves the right to amend the dates outlined in Table 1 at any time, including granting all Applicants an extension to the relevant Closing Date and Time.

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## Application Process Conditions

Participation in the Application Process is subject to compliance with the Application Process Conditions set out in Appendix D: Application Process Conditions.

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### 1.7 Structure of these Guidelines

Section	Content
1. Introduction	Introduction to the scheme administration under the EnergyCo, these Guidelines and the key dates
2. Central-West Orana Access Scheme	Details of the Central-West Orana REZ, the Access Scheme, Access Rights and key parties
3. Applications for access to the network	Access Application and the criteria for assessing them
4. Application Process	The steps Applicants must follow
5. Application Process Conditions	The conditions Applicants must comply with in the Application Process
6. Agreement finalisation and REZ connection	Contracting for Access Rights and the subsequent connection to the network under an Energy Supplier Connection Deed
Appendices	Documents supporting the implementation of the Guidelines

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### 1.8 Documents to read in conjunction with these Guidelines

Table 2: Documents to read in conjunction with these Guidelines

Document	Description	Developed by	Location
Application Process Documentation	Application Process Returnable Schedules	EnergyCo	Issued to Applicants only via Data Room



Document	Description	Developed by	Location
	<u>Central-West Orana REZ Access Scheme Target Transmission Curtailment Level and Headroom Assessment method</u>	EnergyCo	Application Process website
	Guidance on completing the social licence schedules	EnergyCo	Issued to Applicants only via Data Room
Project Documents	Access Payment Deed (consultation version)	Scheme Financial Vehicle (SFV)/ EnergyCo	Application Process website
	Access Project Development Agreement (template)	EnergyCo	Application Process website
Connection agreement	Energy Supplier Connection Deed (Consultation version)	EnergyCo/ ACEREZ	Consultation undertaken with CFGs separately
Access Fees	Draft Access Fee calculator (template)	AEMO Services	AEMO Services website
	Access Fee Guidelines – A methodology paper	AEMO Services	AEMO Services website
	Draft Determination template	AEMO Services	AEMO Services website

Document	Description	Developed by	Location
Project-specific Access Fees	Project-specific Access Fees in the form of a populated Access Fee calculator – one per point of connection	AEMO Services	Issued to Applicants only via Data Room
Basis of Project Characteristics	Output of the EnergyCo consultation with projects with existing H2P solution on CWO REZ and contains a range of fixed and assumed information that Applicants will require to make an Application for Access Rights.  Applicants will be requested to confirm the assumed information in the Basis of Project Characteristics in the returnable schedules for the Application Process.	EnergyCo	Issued to Applicants only via Data Room

## 1.9 Financial products to support revenue certainty

For financial products that provide revenue certainty for private investments in new renewable energy generation and for help securing financing for Project construction, please see the [AEMO Services website](#)'s section on future generation tenders.

Applicants do not need to participate or be successful in any tender for a generation underwrite product in order to be successful in this Application Process. Project entities can apply for Access Rights for the full capacity of their project in this Application Process, even if their strategy is to bid their capacity in tranches in future tenders for a generation underwrite product.

[Section 4.4](#) provides further guidance on how staged projects may apply for Access Rights over one or more than one process.

## 1.10 Network delivery obligations and incentives

In a NEM first, ACEREZ, as the preferred Network Operator faces significant adverse financial consequences in the event of delay. The Network Operator is incentivised to deliver the project on

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time and meet the milestones of Infrastructure Completion and Operational Completion set out in the Project Deed.

A delay to Infrastructure Completion of a separable portion would lead to the Scheme Financial Vehicle not paying the Network Operator the service payment attributable to that separable portion unless and until Infrastructure Completion of the separable portion is achieved. As a result, the Network Operator bears its finance delay costs and construction prolongation costs, which are considerable.

A delay to Operational Completion of a Successful Applicant would lead to the Scheme Financial Vehicle not paying the Network Operator an agreed amount (approximately ACERZ's equity component) until Operational Completion is achieved (subject to a specified limit).

This delay regime provides a significant adverse financial consequence for ACERZ if it does not perform its obligations in a timely way.

More information on key Network Operator obligations can be found in Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network and additional information will be provided to Applicants in the Data Room under a Non-Disclosure Agreement.

2

Central-West Orana  
Renewable Energy  
Zone Access Scheme

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## 2 Central-West Orana Renewable Energy Zone Access Scheme

The Central-West Orana REZ has an intended network capacity of 6 GW, with 4.5 GW of new capacity to be added in the late 2020s.

The Central-West Orana REZ Access Scheme will provide greater certainty to generation and storage investors, foster community support and regional economic benefits and optimise the use of the network infrastructure.

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### 2.1 Central-West Orana Renewable Energy Zone

On 5 November 2021, the Central-West Orana REZ was declared by the Minister under Section 19 of the EII Act (Central-West Orana REZ Declaration), which set out an intended network capacity for the Central-West Orana REZ of 3 GW.<sup>13</sup> The Central-West Orana REZ Declaration was amended with the intended network capacity increase to 6 GW, which was published in the NSW Gazette on 15 December 2023.

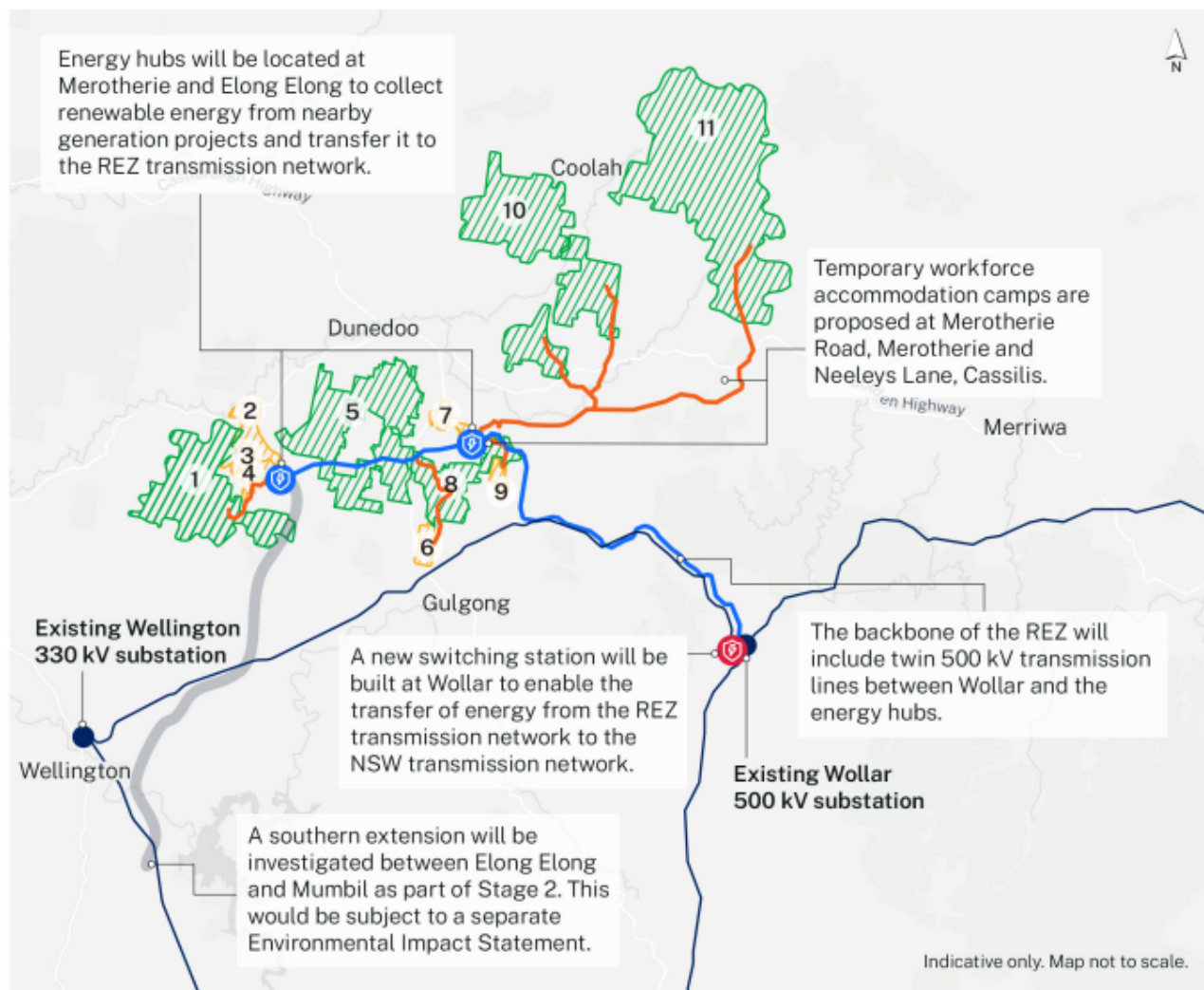
The Central-West Orana REZ is approximately 20,000 square kilometres in size and includes the regional towns of Dubbo and Dunedoo, on the land of the Wiradjuri, Wailwan and Gamilaroi peoples. The Central-West Orana REZ Network Project is located within the Warrumbungle, Mid-Western regional, Dubbo regional and Upper Hunter local government areas and extends generally north to south from Cassilis to Wollar and east to west from Cassilis to Goolma.

In this Guideline, the Central-West Orana REZ Network Project is referred to as the Access Rights Network. When constructed and commissioned, the Access Rights Network will enable 4.5 GW of new network capacity to be available in the late 2020s. Information on the Access Rights Network is provided in Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network.

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<sup>13</sup> See [gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette\\_2021\\_2021-569.pdf](https://gazette.legislation.nsw.gov.au/so/download.w3p?id=Gazette_2021_2021-569.pdf).

Figure 1: Map of the proposed Central-West Orana Renewable Energy Zone (REZ) Access Rights Network as of 1 January 2024



### Legend

- 330 kV transmission corridor
- 500 kV transmission corridor
- Ⓧ Energy hub sites
- Ⓧ New Wollara switching station site
- Existing substations
- ▨ Planned wind project
- ▨ Planned solar project
- Potential southern extension (Stage 2)
- Existing NSW transmission network

### Candidate Foundation Generator projects with proposed connections to the REZ network

- |  |   |
|--|---|
| 1. Spicers Creek Wind Farm (Squadron Energy) | 6. Tallawang Solar Farm (RES)                   |
| 2. Cobbora Solar Farm (Marble Energy)        | 7. Birriwa Solar Farm and BESS (ACEN Australia) |
| 3. Sandy Creek Solar Farm (Lightsource BP)   | 8. Barneys Reef Wind Farm (RES)                 |
| 4. Dapper Solar Farm (Origin Energy)         | 9. Narragamba Solar Farm (ACEN Australia)       |
| 5. Orana Wind Farm (Acciona Energia)         | 10. Valley of the Winds (ACEN Australia)        |
|  | 11. Liverpool Range Wind Farm (Tilt Renewables) |

Renewable energy generation projects are shown for information purposes only. The projects identified may not proceed or connect to the REZ transmission network, while other projects not shown may proceed and be connected on a merit basis. Projects will require individual planning approvals and access rights to the new transmission line before any work starts.

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## 2.2 Central-West Orana Renewable Energy Zone Access Scheme and Access Rights

### Central-West Orana Renewable Energy Zone Access Rights

Under the Central-West Orana REZ Access Scheme Declaration, a Central-West Orana REZ access right authorises an Access Right Holder to apply to connect an approved Project to the Access Rights Network and send out generation to the Access Rights Network up to its allocated maximum capacity. An Access Right is allocated per connection point.

### Curtailment

The Central-West Orana REZ Access Scheme places limitations on the total generation capacity that is permitted to connect and send out generation to the Access Rights Network. This is designed to deliver enhanced curtailment outcomes and promote investor confidence by physically restricting the capacity of Projects that can be granted Access Rights using an Aggregate Maximum Capacity Cap that can be allocated under Access Rights and a Target Transmission Curtailment Level (TTCL). These are the central components of the limited physical connection model applied in the Central-West Orana REZ Access Scheme.

The TTCL under the Central-West Orana REZ Access Scheme is 4.37% over a reference year.

For more information on how the Aggregate Maximum Capacity Cap and TTCL operate to limit physical connections to the Access Rights Network, please see the [Target Transmission Curtailment Level and Headroom Assessment paper](#).

### Centralised System Strength and Hub-to-Project network infrastructure

Projects allocated Access Rights through this Application Process will have the benefit of a CSS solution procured at an economically efficient level and with a certainty of costs.

### Benefits of centrally delivered Hub-to-Project network infrastructure

Through this Application Process only, Projects can benefit from centrally coordinated and delivered H2P network infrastructure, instead of directly procuring their own assets for connection under the NER framework.

EnergyCo has simplified the process of physical connection to the Access Rights Network by offering coordinated H2P network infrastructure to facilitate the connections of Access Right Holders. This involves:

- competitively procuring H2P network infrastructure from Energy Hubs on the Core RNI to a project interface point as part of the Network Operator procurement process with pre-agreed costs, scope and timing
- acquiring the land and obtaining the environmental planning approvals required for the H2P network infrastructure, including a pre-designed connection route from the Access Right Holder's Project to an energy hub on the Core RNI.

The H2P network infrastructure will form part of the Access Rights Network and be owned, operated and controlled by the Network Operator. It is subject to the same performance requirements as the other parts of the Access Rights Network.

The Access Fees for Access Right Holders using the H2P network infrastructure will include an H2P component.

## Key features of the Central-West Orana Renewable Energy Zone Access Scheme

Table 3: Key features of the Central-West Orana Renewable Energy Zone (Central-West Orana REZ) Access Scheme

Feature	What it means for Central-West Orana REZ Access Right Holders
Target Transmission Curtailment Level (TTCL)	<p>This is the targeted limit on Forecast Curtailment due to the transmission transfer capacity for generation connected to the Access Rights Network.</p> <p>The TTCL is a metric calculated under the Central-West Orana REZ Access Scheme and is not a guarantee of actual curtailment outcomes (see the <a href="#">Central-West Orana REZ Access Scheme Target Transmission Curtailment Level and Headroom Assessment Method</a> for more information).<sup>14</sup></p>
Aggregate Maximum Capacity Cap	<p>There is a limit on the aggregate maximum capacity of all approved Projects during a capacity period so as not to exceed the TTCL.</p> <p>Under the Central-West Orana REZ Access Scheme Declaration, the initial Aggregate Maximum Capacity Cap is 5.84 GW. The EnergyCo can increase the Aggregate Maximum Capacity Cap by running a Headroom Assessment (see below).</p>
Headroom Assessment	<p>After the Initial Allocation is complete, EnergyCo can increase the Aggregate Maximum Capacity Cap by running a Headroom</p>

<sup>14</sup> Please refer to TTCL paper for further details on the TTCL, initial Aggregate Maximum Capacity Cap and headroom assessment.



Feature	What it means for Central-West Orana REZ Access Right Holders
	<p>Assessment under the Central-West Orana REZ Access Scheme Declaration.</p> <p>Headroom Assessments enable the capacity cap to be increased in certain circumstances, such as when the network transfer capacity is increased or the portfolios of the Projects connected to the Access Rights Network means additional generation may connect without a breach of the TTCL.</p>
Maximum capacity	<p>This refers to the maximum generation sent out, in MWac that a Project is authorised to dispatch under its Access Right.</p> <p>The maximum capacity is requested by Projects as part of the Application Process, and the maximum capacity allocated is reflected in the Project Development Agreement.</p>
Expected capacity profile	<p>This is EnergyCo's forecast of a Project's available capacity over the relevant capacity period, as determined in accordance with the Central-West Orana REZ Access Scheme Declaration.</p>
Duration of access right	<p>This refers to the length of time a Project may hold an access right, which is from the time the Access Right is allocated to the end of the term of the Access Scheme, unless the Access Right is terminated earlier under an Access Right Agreement.</p> <p>The term of the Access Scheme is 33 years from the energisation of the first network element of the Access Rights Network (see Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network for more information).</p>
Access Fee Payment Term	<p>The Access Payment Deed sets out the terms and conditions for the payment of Access Fees including the date from which Access Fees are paid and the term over which Access Fees are paid. See Appendix E for more details.</p>

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## 2.3 Other parties in the Access Scheme

### 2.3.1 Consumer Trustee

The Consumer Trustee is required to determine the Access Fees payable by Access Right Holders to the SFV.<sup>15</sup> In setting the Access Fees, the Consumer Trustee should take into account certain principles, including:

- maximising financial value for NSW electricity customers
- recovering the operating costs of the Access Scheme
- optimal use of the existing and planned network infrastructure in the Central-West Orana REZ
- transparency in the total determined or expected fees payable under the Access Scheme for the participants.<sup>16</sup>

AEMO Services Limited has been appointed as the Consumer Trustee under Section 60 of the EII Act.

### 2.3.2 Scheme Financial Vehicle

Access Fees are paid into the Electricity Infrastructure Fund that is held by the SFV in accordance with the EII Act.<sup>17</sup> The SFV is required to make payments to EnergyCo in accordance with the Central-West Orana REZ Access Scheme Declaration, including the components of the Access Fees to be used for community or employment purposes and EnergyCo's costs of administering the Access Scheme.<sup>18</sup>

EnergyCo is required to recommend the SFV enter into an Access Payment Deed with a Successful Applicant before granting an Access Right.<sup>19</sup>

### 2.3.3 Network Operator

After considering a recommendation from EnergyCo, the Consumer Trustee will authorise a Network Operator to carry out the Central-West Orana REZ Network Project.<sup>20</sup> As required by the authorisation, the Network Operator will be a registered transmission network service provider under the NER and hold a transmission operator's licence under the Electricity Supply Act 1995. The

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<sup>15</sup> EII Act, s 26.

<sup>16</sup> EII Act, s 26(1); EII Regulation, cl 55A.

<sup>17</sup> EII Act, s 54(d).

<sup>18</sup> CWO REZ Access Scheme Declaration, cls 19 and 20; EII Regulation, cl 42D.

<sup>19</sup> EII Regulation, Schedule 1A, cl 7(1).

<sup>20</sup> EII Act, s 31.

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obligations of that licence include ensuring the safe operation of the network and the reliability and security of the supply.

Once subject to an authorisation under the EII Act, the Network Operator will be responsible for:

- the design, finance, construction, operation and maintenance of the Access Rights Network within a 35-year concession under a project deed with EnergyCo
- the enabling of connections to the Access Rights Network under the connection process (see Chapter 5 of the NER, as modified by the EII Regulation)<sup>21</sup>
- the carrying out of its obligations to the Access Right Holder under the ESCD (see Appendix E: Summary of Project Documents and ESCD)

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<sup>21</sup> EII Act, s 27.

# 3

## Assessment Criteria for Access Rights

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# 3 Assessment Criteria for Access Rights

This section outlines the criteria that will be used by EnergyCo to assess Applications, comprising the Eligibility Criteria (EC) in Section 3.1 and the Merit Criteria (MC) in Section 3.2.

Where possible, EnergyCo has sought to adopt criteria consistent with the Consumer Trustee’s Tender Rules. Some Assessment Criteria have been modified to enable EnergyCo to assess and allocate Access Rights to Projects consistent with the aims of the Application Process.

EnergyCo may undertake additional due diligence to support the assessment of Applications. Applicants should ensure that all requested supporting documentation is provided in their response to each criterion. Returnable Schedules will be provided to Applicants via the Data Room. The Applicant’s Application will consist of the populated Returnable Schedules and supporting documents, which will be uploaded to the Data Room in accordance with the instructions in the Data Room Interaction Rules and Guidelines.

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## 3.1 Eligibility Criteria

Applicants must provide information (through submission of Returnable Schedule 1) to demonstrate their Project meets the Project EC listed in Table 4. The item references are aligned to the EC included in the Consumer Trustee’s Tender Rules. Please check AEMO Services website ([www.aemoservices.com.au](http://www.aemoservices.com.au)) for the eligibility criteria used for different tender products. Projects that do not meet all applicable Project EC may cease to be further considered by EnergyCo. EnergyCo may make exceptions to the application of the Project EC if, in its absolute discretion, it considers there are grounds for the Project to be considered further, having regard to the material fairness of exercising this discretion.

Table 4: Project Eligibility Criteria

Item	Criteria
EC1	The Project must involve generation from a renewable energy source or be a standalone battery energy storage system.

Item	Criteria
EC2	The Project must have a generation capacity of not less than 30 MW. <sup>22</sup>
EC5	The Project is registered, or must state in its Application that it intends to register, with Australian Energy Market Operator Limited (AEMO) for the central dispatch process under the NER in relation to the New South Wales region of the National Energy Market (NEM).
EC6	The Project is not identified as committed or existing in a generation information page published by AEMO on or before 14 November 2019.
EC7	The Project must have received the Secretary's Environmental Assessment Requirements (SEARs) or, if SEARs do not apply, have lodged a Development Approval Application under the Environmental Planning and Assessment Act 1979 (NSW) in relation to the Project.
EC9	The Project must commit to submitting a Community Engagement Plan in response to Returnable Schedule 6, which will become contractually binding upon execution of the Project Development Agreement (PDA).
EC11	The Project must not be impacted by an order served on a relevant operator prohibiting connection to the relevant network infrastructure, under Section 29 of the EII Act.
EC24	The Project must have an existing H2P solution, where this is defined as a Project identified to be connected to the 330-kV network infrastructure in Section 3.2.1 of the Central-West Orana REZ Transmission Project Environmental Impact Statement and any standalone BESS Projects associated with the Projects identified in Section 3.2.1 and confirmed with the EnergyCo.
EC25	If the Project is a standalone BESS, the Project must self-remediate for system strength under the NER.

Applicants must submit Returnable Schedule 2 to demonstrate that they meet the Applicant EC set out in Table 5.

Applicants, or their Consortium Members if the Applicant entity is yet to be established, that do not meet all Applicant EC may cease to be further considered by EnergyCo. EnergyCo may make exceptions to the Application of the Applicant EC if, in its absolute discretion, it considers that there

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<sup>22</sup> Storage projects seeking Access Rights will not be required to meet this criterion.

are grounds for the Project to be considered further, having regard to the material fairness of exercising this discretion.

If the Application Entity is different from the Applicant, then each Consortium Member must meet each criterion in Table 5.

Table 5: Applicant Eligibility Criteria

Item	Criteria
EC14	The Applicant and the Application Entity (if different from the Applicant) must hold an Australian Business Number (ABN), be an Australian entity duly incorporated under the Corporations Act 2001 (Cth) and hold and comply with all necessary authorisations that are material to the conduct of the business of the Applicant.
EC15	The Applicant or Consortium Member must not be named as an organisation on the list of persons and entities on the Australian Department of Foreign Affairs and Trade Consolidated List.
EC16	The Applicant must propose a single Application Entity. If the proposed Application Entity is not the Applicant, the Applicant must also provide equivalent information demonstrating that each Consortium Member of the Applicant entity also meets (or, when established, the Applicant entity will meet, where applicable) the Applicant Eligibility Criteria (other than EC16).
EC17	The Applicant or Consortium Member must not be or become bankrupt or insolvent, or be in or enter into administration, receivership or liquidation, or take advantage of any statute for the relief of insolvent debtors at any time during the Application period.
EC18	The Applicant or Consortium Member must not have had a judicial decision relating to employee entitlements made against it (excluding decisions under appeal) where the Applicant or Consortium Member has failed to pay any amounts required to be paid following that judicial decision.
EC19	The Applicant or Consortium Member must not have been named as an organisation that has not complied with the Workplace Gender Equality Act 2012 (Cth).
EC20	<p>The Applicant or Consortium Member must comply with:</p> <ul style="list-style-type: none"> <li>• obligations under employment contracts, industrial agreements and awards</li> <li>• codes of conduct and practice relevant to conditions of service and to relations between the Applicant and the employees employed by the Applicant</li> <li>• applicable workplace health and safety legislation.</li> </ul>

Item	Criteria
EC21	The Applicant or Consortium Member must hold all insurances required by Law.
EC22	The Applicant or Consortium Member has not, within the previous 10 years, been subject to an inquiry by the NSW Independent Commission Against Corruption or an equivalent body in a jurisdiction in Australia where a finding was made against the Applicant or Consortium Member, including that the Applicant engaged in corrupt conduct.
EC23	If the Applicant or Consortium Member is a 'reporting entity' under the Modern Slavery Act 2018 (Cth), the Applicant has registered a Modern Slavery Statement with the Australian Border Force.

## 3.2 Merit criteria

Applications that meet the EC will be assessed against the MC set out in Table 6 (which are not listed in any particular order of importance) The MC will be used to assess whether a Project meets or exceeds a threshold level of merit. The MC used are aligned with those used by the Consumer Trustee in their tender processes. The Application will be assessed against the Merit Criteria based on the information provided by the Applicant in the Returnable Schedules. Table 6 also shows the alignment of the Returnable Schedules to the Merit Criteria.

Table 6: Overview of the Merit Criteria

Merit criteria	Overview	Returnable Schedule
MC1 – Not used	This is not applicable to the Application Process.	N/A
MC2 – Deviations from Access Agreements	<p>This criterion assesses the nature and extent of commercial departures and the resulting risk transfer from proforma Project Documents.</p> <p>To maintain consistency across Applicants in the Application Process, EnergyCo urges the Applicants to avoid any departures to the legal and risk terms and conditions within the PDA unless absolutely necessary.</p>	3



Merit criteria	Overview	Returnable Schedule
	<p><i>Note: The Access Payment Deed will be provided as a consultation draft for feedback with a final template expected to be provided to Successful Applicants for execution in mid-2024.</i></p>	
MC3 – Not used	This is not applicable to the Application Process.	N/A
MC4 – Pathway to commercial operation and technical viability	<p>This criterion assesses the likelihood of the Project being successful and contributing to the objectives of the Central-West Orana REZ. This includes assessing:</p> <ul style="list-style-type: none"> <li>• the feasibility of the Applicant’s pathway and progress towards reaching the Financial Close and Commissioning Readiness</li> <li>• the appropriateness of pre-investment activities, a credible procurement pathway and other risks to timely project completion</li> <li>• the Applicant’s progress towards securing all required approvals and land</li> <li>• the extent to which the Applicant’s technical solution provides confidence that the project is well considered and has no fatal flaws, given the development stage of the project.</li> </ul>	4 & 8 (in part)
MC5 – Organisational capacity to deliver and finance Project	<p>This criterion assesses the capacity, capability and track record of the Applicant, its management and other relevant entities involved in the Project to deliver the Project. It also assesses whether the Applicant or Applicant entity has adequate financial liquidity, capacity and commitment to deliver the Project, including REZ bonding requirements.</p>	5
MC6 – Community Engagement Plan	<p>This criterion assesses the Project’s Community Engagement Plan and supporting evidence provided to demonstrate a clear understanding of any impacts of the Project on the community plus a tailored approach to minimise and offset any impacts of the Project on affected communities through:</p> <ul style="list-style-type: none"> <li>• engagement with local communities and stakeholders that is generally consistent with applicable NSW Government Guidelines to foster local community support</li> </ul>	6

Merit criteria	Overview	Returnable Schedule
	<ul style="list-style-type: none"> <li>improvement in land use, considering any environmental constraints and opportunities in the site selection process that is generally consistent with applicable NSW Government Guidelines</li> <li>a binding Community Engagement Plan that includes the Applicant's local shared benefit commitments.</li> </ul>	
MC7 – Industry and Aboriginal Participation Plan (IAPP)	This criterion assesses the Applicant's Industry and Aboriginal Participation Plan (IAPP), which must demonstrate the Applicant's commitment to improving regional economic development, including the local supply chain, workforce development and First Nations participation. It also assesses how the Applicant's IAPP complies with the requirements and recommendations of <a href="#">First Nation Guidelines</a> regarding consultation and negotiation with local Aboriginal communities and the <a href="#">Renewable Energy Sector Board's Plan</a> .	7

## Proposed Milestone Dates

Returnable Schedule 4 (Pathway to commercial operation and technical viability) requires Applicants to submit critical milestone dates that will be included in item 4 (Milestone Dates) under the section titled 'Reference Details' in the Access Project Development Agreement (PDA). Applications which propose a Commissioning Readiness Target Date that aligns to the date provided to the Applicant by EnergyCo in a Basis of Project Characteristics document (via a question in the Data Room) will be assessed more favourably than Applications that do not.

## Future commitments related to social licence

An Applicant's commitments to social licence (see MC6 and MC7 in Table 6) will form the basis of a commitment schedule to the PDA. These commitments will be binding and subject to contractual monitoring and enforcement regimes as outlined in the PDA, including the substitution of social licence commitments if, in exceptional circumstances, they become impossible or unreasonable to meet.

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## Connection information and other technical data

Applicants will be asked to provide the following information in their responses to Returnable Schedule 8:

- information equivalent to that required for a connection enquiry under the NER consisting of Project Technical Characteristics and other Technical Information.
- Generation shape and dispatchable shape information.

The connection enquiry information will be provided to ACEREZ and may be considered by EnergyCo when assessing a project against MC4. The generation and dispatchable shape data will be used by EnergyCo in the Portfolio Assessment (see [Section 4.5.3](#)).

Access Right Holders will be required to comply with the REZ Access Standards and compliance of the Applicant's proposed project against the REZ Access Standards will be determined by the Network Operator, in conjunction with AEMO, as part of the connection process. Compliance with the REZ Access Standards will not, therefore, be assessed against a merit criterion under this Application Process.

4

Application Process

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# 4 Application Process

The Application Process for Central-West Orana REZ Access Rights spans 8 steps over approximately four (4) to five (5) months. Applicants and Projects must meet the EC and will then be assessed against the MC before EnergyCo undertakes a Portfolio Assessment to make its allocation decisions.

Applicants will have the opportunity to understand specific process requirements in more detail at an interactive workshop, to be held shortly after Applications open. They may also submit questions through EnergyCo’s secure Data Room.

EnergyCo has strict stipulations for how Application documents are formatted and submitted and reserves the right to request additional information from Applicants or Consortium Members as part of its due diligence.

This section sets out how EnergyCo will govern the process and communicate with Applicants to maintain process probity and the key dates and details of the process steps.

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## Additional instructions or materials

EnergyCo may, at its discretion, issue additional instructions or materials, such as Addenda, Returnable Schedules, guidance notes or legal documentation, ahead of the Closing Date and Time.

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## Probity

Participation in the Application Process is subject to the Application Process Conditions (see Appendix D: Application Process Conditions). Applicants who wish to raise any concerns about the conduct or probity of the Application Process should direct all communications to the Central-West Orana REZ probity advisor.

Table 7: Probity advisor’s contact details

<b>Name</b>	OCM – Richard O’Neill
<b>Phone</b>	0421 918 034
<b>Email</b>	<a href="mailto:roneill@ocm.net.au">roneill@ocm.net.au</a>

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**Address**

Level 18, 1 Margaret Street  
Sydney, NSW 2000

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## Interactions with EnergyCo and ACERERZ outside the access Application Process

Once Applications open, all communications in relation to the Application Process must be run through the designated question and answer (Q&A) process (see [Section 4.3.3](#)). However, certain interactions in relation to the development of the H2P network infrastructure, REZ development coordination and REZ connections and commissioning processes will continue throughout the Application Process. These activities may involve Applicants, EnergyCo, the Network Operator, AEMO, AEMO Services and other entities, such as other NSW Government agencies (e.g. Transport for NSW) and local councils. EnergyCo will ensure appropriate information controls are in place between the continuation of these discussions and the Application Process.

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### 4.1 Application Process steps

Table 8 sets out the eight (8) primary steps of the Application Process.

Table 8: Overview of the Application Process steps

Process step	Description
Step 1: Interested parties request to gain access to the Data Room	Potential Applicants request access to the Data Room.
Step 2: Process opens	Applicants are provided access to the Data Room, where Returnable Schedules and any additional information are provided. Applicants can raise questions to the Energy Corporation of New South Wales (EnergyCo) in the Data Room throughout the Application Process.
Step 3: Preparation and submission of Applications	Applications are prepared in the form of completed Returnable Schedules and supporting documents, which are uploaded to the Data Room. To support the expedited Application Process,

Process step	Description
	Applicants are requested to submit the Returnable Schedules in 2 parts, as further described in <a href="#">Section 4.4</a> .
Step 4: Application assessment	Applications are assessed against Eligibility Criteria and Merit Criteria and under a Portfolio Assessment in a single stage assessment process.
Step 5: Conditional allocation of Access Rights	Successful Applicants are informed that they have been allocated an access right, subject to the execution of contracts. Unsuccessful Applicants are also notified.
Step 6: Access Fee Determination	In parallel with the Application assessment step, the Consumer Trustee determines the Access Fees applicable to each Successful Applicant in accordance with the Access Fee Determination methodology.
Step 7: Execution of Project Documents	Successful Applicants are invited to execute the Access Payment Deed with the Scheme Financial Vehicle and the Project Development Agreement with EnergyCo.
Step 8: Access Right Allocation	Upon execution of the Project Documents, EnergyCo allocates an Access right by entering the Access Right in the Access Rights Register and notifies the Access Right Holder.

## 4.2 Step 1. Request access to the Data Room

Projects can apply to receive access to the Application Process Data Room by writing to EnergyCo at [cwo.access@energyco.nsw.gov.au](mailto:cwo.access@energyco.nsw.gov.au).

EnergyCo will issue an email and information pack to registered Applicants prior to the Application Commencement Date. The pack will include the following documents, which Applicants must complete and return to EnergyCo before they will be granted access to the Data Room:

- Confidentiality and Disclaimer Deed Poll
- Data Room Interaction Rules and Guidelines

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## 4.3 Step 2. Process and Central-West Orana Renewable Energy Zone Data Room open

Immediately after the Application Process is open, as notified by EnergyCo on its website, EnergyCo will assess Projects that have registered interest in participating in the Application Process against EC24. Applicants that have Projects that meet the requirements of EC24 and have completed and returned a Confidentiality and Disclaimer Deed Poll and the Data Room Interaction Rules and Guidelines will receive access to the Data Room, which will contain the Returnable Schedules and various supporting documents. The Data Room will also be used to submit questions and provide answers to help Applicants submit their Applications.

### 4.3.1 Central-West Orana Renewable Energy Zone Data Room

The Data Room is designed to facilitate smooth written communication and electronic document management between EnergyCo and the Applicants.

The Data Room will contain:

- the latest version of the Application Guidelines
- Returnable Schedules and related attachments
- Project Documents
- useful reference documents
- instructions on completing Applications
- user requests for clarification, together with EnergyCo's responses, issued in accordance with [Section 4.3.3: Question and answer process](#)
- Addenda issued by EnergyCo
- other formal correspondence arising between EnergyCo and the Applicants regarding the Application Process.

The Data Room will be accessible to Applicants throughout the Application Process in accordance with the Data Room Interaction Rules and Guidelines.

Access will be granted after the Applicant delivers the following validly executed documents to EnergyCo:

- the Confidentiality and Disclaimer Deed Poll, executed by the Applicant or each Consortium Member if the Applicant has more than one Consortium Member
- individual deed polls, executed by Data Room representatives as defined in the Confidentiality and Disclaimer Deed Poll.

When using the Data Room, the Applicants agree to comply with the conditions stipulated in these Guidelines.



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Any changes or additions to Data Room representatives must be made in accordance with the Confidentiality and Disclaimer Deed Poll. These additional Data Room representatives will only receive access to the Data Room after EnergyCo receives a validly executed individual deed poll executed by that person.

EnergyCo reserves the right, at its discretion, to deny, limit or revoke Data Room access to any Applicant at any time and for any reason, including if the Applicant breaches the Confidentiality and Disclaimer Deed Poll.

Please read the Data Room Interaction Rules and Guidelines for additional information regarding Data Room access and usage rules.

### **4.3.2 Interactive briefing workshop**

Early in the Application Process, EnergyCo will hold an interactive briefing workshop with prospective Applicants. The timing and details of the workshop will be shared through the Data Room.

The briefing workshop will:

- introduce key EnergyCo representatives
- provide further details on the Central-West Orana REZ project
- describe the Returnable Schedules sought from Applicants
- provide general details on the Application Process
- answer questions regarding the Application Process.

While encouraged, attendance at the interactive briefing workshops will not be assessed, and participation is not mandatory. EnergyCo reserves the right to limit the number of representatives from each Applicant who may attend the workshop.

EnergyCo may arrange additional interactive briefing workshops with one or more Applicants.

All interactive briefing workshops will be conducted in accordance with EnergyCo's probity protocols.

### **4.3.3 Question and answer process**

EnergyCo will offer a Q&A Process within the Data Room to facilitate the Application Process. Questions can be submitted in the Data Room until 5:00 pm AEST, 5 Business Days before the Closing Date and Time for Part 2 submissions.

Please read the Data Room Interaction Rules and Guidelines for further details regarding the Q&A Process.

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### 4.3.4 Role of EnergyCo and relevant entities

Throughout the Application Process, EnergyCo may seek or informally receive advice and input from various trusted parties, including AEMO Services, AEMO, the Department of Climate Change, Energy, the Environment and Water, the SFV and ACERZ.

AEMO Services and the SFV may provide information and advice relating to Access Fees, bonding and negotiating Access Payment Deed terms. ACERZ may provide input to EnergyCo before and during the Application Process, including the assessment period.

EnergyCo will discuss and share Applicant information with these and other relevant entities in the context of its obligations as the Central-West Orana REZ Infrastructure Planner under the EII Act.

In some instances, EnergyCo may seek guidance from its expert advisors during the Application Process. These advisors will be subject to market-standard obligations to EnergyCo in areas including confidentiality, conflicts and probity. For further details, see Appendix D: Application Process Conditions.

### 4.3.5 Communication with EnergyCo throughout the process

With the exception of interactions at an interactive briefing workshop, all communications with EnergyCo concerning the Application Process must be made in writing by the Applicant's primary Data Room contact via the Q&A Process in the Data Room.

This applies to Applicants, Consortium Members and any of their Associates.

In exceptional circumstances, Applicants may contact EnergyCo's representative:

Rachel Hayden

Director, Network Access

rachel.hayden@dpie.nsw.gov.au

EnergyCo reserves the right to initiate communications with Applicants on any matter at any time.

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## 4.4 Step 3. Preparation and submission of Applications

Applications must be submitted via the Data Room in the form of completed Returnable Schedules and other specified documents.

To expedite this process and allow EnergyCo to begin its assessments, the Returnable Schedules must be submitted in 2 parts, as set out in Table 9.

Table 9: Returnable Schedules

Returnable Schedule (RS)	Due date
<b>Part 1 Submission</b>	
RS 1: Project Details	Closing Date and Time – Part 1 submission (as set out in <a href="#">Section 1.6: Key dates</a> )
RS 2: Applicant Details	
<b>Part 2 Submission</b>	
RS 3: Deviations from Access Agreements	Closing Date and Time – Part 2 submission (as set out in <a href="#">Section 1.6: Key Dates</a> )
RS 4: Pathway to Commercial Operations and Technical Viability	
RS 5: Organisational Capacity to Deliver and Finance the Project	
RC 6: Community Engagement Plan	
RC 7: Industry and Aboriginal Participation Plan	
RC 8: Connection Information	

#### 4.4.1 Accuracy and completeness of information

Applicants must ensure that all information provided in an Application or otherwise to EnergyCo is complete and accurate. All Applicants should note Section 74 of the EII Act, which prohibits a person from providing false or misleading information or documents to the Infrastructure Planner unless the false or misleading information is notified, with penalties applicable to individuals and corporations. If the Applicant cannot provide the required information, this must be stated clearly, and the reasons must be given.

If the information provided by an Applicant is incomplete or in a format inconsistent with the requirements of these Guidelines, EnergyCo may either seek supplementary information from the Applicant or assess the Application as Non-Compliant. This also applies to the format or execution of the supporting documents. Similarly, if the required documentation is incomplete, not properly executed (in the case of a deed/agreement) or provided in a format inconsistent with the requirements of these Guidelines, EnergyCo may assess the Application as Non-Compliant. In such

instances, EnergyCo may determine the Non-Compliant Applications to be ineligible for further consideration.

#### 4.4.2 Hybrid, staged and multiple connection Projects

Access Rights are allocated per connection point. This section provides clarification for Applications for hybrid or staged Projects and Projects with multiple connection points.

##### Hybrid Projects

Hybrid Projects are defined as co-located Projects with generation, as well as storage or load behind the same connection points. Applicants will require Access Rights to cover the maximum capacity they plan to send out into the REZ Access Rights Network at any time.

##### Staged Projects and Projects with multiple connections

Applicants with staged Projects or Projects featuring multiple connections may need to consider how to participate in the Application Process. EnergyCo has not defined what constitutes a staged Project and will make this decision on a case-by-case basis after assessing the Projects. However, the following are indicators of a staged Project:

- multiple grid connections and AEMO registrations
- a staged design for possible ownership by different equity holders, financed by different debt providers or built by different engineering, procurement and construction contractors
- shared infrastructure for different project stages, although not necessarily consecutive stages.

Projects that apply wholly in this Application Process will be assessed against the Assessment Criteria as a single Project.

Table 10 describes how a Project that is staged or has multiple connection points can participate in this Application Process and any future tenders that may be operated by the Consumer Trustee.

Table 10: Access Rights guidance for staged Projects and Projects with multiple connection points

Project feature	How the Project may seek Access Rights	Treatment of Project Documents	Examples
A Project delivered over multiple stages with a single connection point	The Project has a single connection point and should apply for Access Rights for the full maximum capacity, either in this Application	If successful, the Project will execute a single Project Development Agreement (PDA) and a single Access Payment Deed	A 600-MW solar farm is being developed in 2 stages connecting to a single connection point. This Project needs to apply for 600 MW of

Project feature	How the Project may seek Access Rights	Treatment of Project Documents	Examples
(using the same technology type)	Process or a future competitive tender expected to be run by the Consumer Trustee.		Access Rights in a single process.
A Project delivered over a single stage with multiple connection points (using the same technology type)	<p>Option 1: Apply for Access Rights including all connection points in a single process, either in this Application Process or a subsequent single tender expected to be run by the Consumer Trustee.</p> <p>Option 2: Apply for Access Rights in a single process for parts of the Project, one per connection point, either in this Application Process or a future competitive tender expected to be run by the Consumer Trustee.</p>	If successful, the Project will execute a separate PDA and Access Payment Deed for each of its proposed connection points.	<p>A 600-MW solar farm is being developed by connecting to 2 separate connection points that each generate 300 MW. The completion of this Project and connection of its 2 components will not be staged.</p> <p>Option 1: The Applicant may apply for Access Rights for the full Project as a single Application in this Application Process.</p> <p>Option 2: The Applicant may apply for an access right for each of the two (2) 300-MW connection points, either in this Application Process or a future tender expected to be run by the Consumer Trustee.</p>
A Project delivered over multiple stages	Option 1: Submit one Application for all stages with multiple	If successful, the Project will execute a separate PDA and Access Payment	A 600-MW solar farm is being developed in 2 stages of 300 MW

Project feature	How the Project may seek Access Rights	Treatment of Project Documents	Examples
with multiple connection points (using the same technology type)	<p>connection points in this Application Process.</p> <p>Option 2: Submit one Application for each stage and connection point in this Application Process or any future competitive tenders expected to be run by the Consumer Trustee.</p>	Deed for each proposed stage of the Project that connects to a different connection point.	<p>each, both with separate connection points. The completion of each stage and connection will occur at 2 different points in time.</p> <p>Option 1: The Applicant may apply for the full Project as a single Application.</p> <p>Option 2: The Applicant may apply for a 300-MW stage with a single connection point in this Application Process and bid the additional 300 MW in any future competitive tenders expected to be run by the Consumer Trustee.</p>

### 4.4.3 Application submission

Applications must be submitted using the electronic submissions tool in the Data Room. This submissions tool feature will be available 5 Business Days prior to the Closing Date and Time for each submission part. An information document in the Data Room will provide full instructions on how to use the submissions tool.

All Applications must be submitted as follows.

Each Returnable Schedule must be individually uploaded using the submissions tool.

Folders must follow the structure set out in the submissions tool, reflecting each Returnable Schedule.

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Documents are to be supplied in both PDF and editable format (except for scans of signed documents, which are only required in PDF) and in an A4 or A3 size, excluding the program that is to be submitted in the formats prescribed in the Returnable Schedules.

Uploaded documents must be clearly identified and include the Returnable Schedule descriptor, which should correspond to the folder they are being uploaded to.

Each sub-part of a Returnable Schedule is to be provided as a separate document and in the specified formats.

Uploading a full Application correctly can take several hours. Applicants should start uploading their Applications well ahead of the relevant Closing Date and Time, using a stable internet connection. If a completed Application is not uploaded in full prior to the relevant Closing Date and Time, it will be considered a late Application by EnergyCo (see [Section 4.4.4](#)).

Prior to the relevant Closing Date and Time, Applicants can still amend and replace individual documents already uploaded with the electronic submissions tool. However, after the relevant Closing Date and Time, Applicants will not be able to upload or amend their submissions.

EnergyCo will notify the Applicants individually of the successful receipt of their initial Applications after the relevant Closing Date and Time.

#### **Application amendments and clarifications**

An Applicant will not be permitted to alter its Application after it has been submitted, unless expressly permitted to do so by EnergyCo.

Notwithstanding any other requirements of these Guidelines, EnergyCo may require an Applicant to submit additional information, rectify a non-conformity or explain its Application to allow further consideration of its Application.

Applicants must promptly respond, in writing and in the format required by EnergyCo, to all such requests for additional information or clarifications. If an Applicant fails to submit any of the information required by the date and time stipulated by EnergyCo, that Application may be deemed as non-conforming. Alternatively, EnergyCo reserves the right to continue its assessment of the Application on the basis of the available information.

#### **4.4.4 Late Applications**

Applications received after the relevant Closing Date and Time (Late Applications) may be accepted at the discretion of EnergyCo. For example, EnergyCo may admit Late Applications for assessment if:

- actions or omissions by EnergyCo caused the delay in submission
- the Applicant has documented evidence that an exceptional circumstance caused the Application to be lodged after the stipulated Closing Date and Time.

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EnergyCo will determine the acceptance of a late Application at its discretion.

#### 4.4.5 Extensions

EnergyCo may, at its discretion, grant an extension to the relevant Closing Date and Time to all Applicants.

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### 4.5 Step 4. Application assessment

EnergyCo's assessment of Applications will comprise 3 phases.

- All Applications are first assessed against the EC.
- Those that pass the EC assessment will be assessed against the MC.
- Applications that meet a minimum acceptable score against the MC assessment may progress to the Portfolio Assessment stage.

A review panel will independently review the findings from the assessments.

EnergyCo will also conduct appropriate due diligence on Applicants and Projects. Due diligence is expected to be confirmatory, and Applicants will be asked to evidence all representations they make about their Projects to ensure the Applications are compliant.

#### 4.5.1 Eligibility Criteria

All Applications must include various information to satisfy the EC. Applications that do not satisfy these criteria may cease to be further considered by EnergyCo.

The Applicant EC are designed to ensure that Applicants possess the requisite technical, financial, legal and commercial capabilities to deliver their Projects. EnergyCo will assess Projects that have registered intent to participate in the Application Process against EC24 on the day of commencement of the Application Process. All other EC will be assessed after the Closing Date and Time for Part 1 submissions.

The Project EC are designed to ensure that only eligible Projects at an appropriate stage of development are assessed for merit.

#### 4.5.2 Merit criteria

Applications that meet the Eligibility Criteria will be assessed by EnergyCo against the Merit Criteria. Applications that meet the required minimum score against each Merit Criterion will progress to the portfolio assessment stage set out in [section 4.5.3](#). Applications that fail to meet



the minimum score against any Merit Criterion or which score poorly against one or more criteria may cease to be further considered by EnergyCo.

### 4.5.3 Portfolio assessment

EnergyCo will then assess Applications that pass the merit criteria phase against a range of portfolio-level considerations. This is to ensure that the Projects allocated Access Rights, when taken as a whole, do not result in outcomes that are misaligned with the policy goals and objectives of the Application Process.

Table 11 outlines the portfolio-level adverse outcomes that may be considered in the Portfolio Assessment at EnergyCo’s discretion.

Upon completion of the portfolio assessment, EnergyCo will determine which projects will be conditionally allocated access rights, subject to execution of a PDA and APD.

Table 11: How issues identified at the Portfolio Assessment may be considered

Issue	Description	Considerations
Target Transmission Curtailment Level (TTCL) and Aggregate Maximum Capacity Cap	<p>Where the Forecast Curtailment of the group of Projects applying for Access Rights exceeds the TTCL of the Access Rights Network or the aggregate maximum capacity of all Projects applying for Access Rights exceeds the Aggregate Maximum Capacity Cap.</p> <p>Table 3 describes situations where the Energy Corporation of New South Wales (EnergyCo) would undertake a Headroom Assessment.</p>	<p>One or more Projects may be omitted or asked to reduce their maximum capacity so that Access Rights can be granted without causing either of the following:</p> <ul style="list-style-type: none"> <li>• The Forecast Curtailment of the Access Rights Network is found to exceed the TTCL.</li> <li>• The aggregate maximum capacity of all Projects granted Access Rights is found to exceed the Aggregate Maximum Capacity Cap.</li> </ul>
Adverse community effects	Where multiple shortlisted Projects without planning approval are in a similar geographic location.	One or more Projects may be omitted from further consideration to avoid the cumulative impact of multiple Projects having the potential to significantly affect community support.

Issue	Description	Considerations
Supplier concentration risk	Where multiple shortlisted Projects propose using the same contractors or original equipment manufacturers.	Suppliers must be assessed as having the capacity to meet their commitments on multiple successful Projects.  EnergyCo may seek more information to address any aggregate supplier capacity effects and make its final decision on an Application based on avoiding supplier concentration risk, and it may not recommend one or more Applications to avoid supplier concentration risk.
Ensuring strategic and optimal use of the Access Rights Network	Where the initial merit order would result in selecting Projects that collectively result in the sub-optimal use of the network.	The merit ranking may be adjusted to ensure the technologies and geographic locations of the Projects are balanced for the optimal use of the network.
Other adverse effects	Where a shortlisted Project is found to have a material detrimental effect on a higher-ranked Project, as determined by EnergyCo.	EnergyCo will retain the discretion to rule out Projects found to have material adverse impacts on other more highly scored Projects.

## 4.6 Step 5. Conditional allocation of Access Rights

After assessing all the Applications, EnergyCo will notify the Successful Applicants that they have a conditional allocation of Access Rights, subject to contracts (Successful Applicants). This notification will detail the final steps the Applicant must complete to conclude the Application Process.

EnergyCo may negotiate with Successful Applicants with a view to resolving any outstanding issues with the Application or Access Right Agreements that EnergyCo considers unacceptable or unclear.

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Unsuccessful Applicants will be given an opportunity to request feedback within probity considerations and in accordance with Appendix D: Application Process Conditions. Unsuccessful Applicants may participate in a future tender expected to be run by the Consumer Trustee, subject to the availability of Central-West Orana REZ Access Rights.

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## 4.7 Step 6. Determination of Access Fees

In parallel with the Application Process, the Consumer Trustee will determine the final Central-West Orana REZ Access Fees applicable to each Successful Applicant on a per connection point basis.

The Access Fee Determination for each Successful Applicant will be annexed to the Access Payment Deed.

Applicants are encouraged to visit the AEMO Services website for further information on the role of the Consumer Trustee in determining the Access Fees. An overview of this information is provided in Appendix F: Central-West Orana REZ Access Fees and Bonding.

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## 4.8 Step 7. Execution of Project Documents

Following their conditional approval, the Successful Applicants will finalise the Project details with EnergyCo and execute the 2 Access Right Agreements:

- the PDA with EnergyCo
- the Access Payment Deed with the SFV.

Successful Applicants should note one of the key objectives of the Application Process is to support achievement of Network Operator Financial Close. EnergyCo requests Applicants mobilise sufficient resources to participate in the Application Process and commit to finalising and executing access agreements within these timelines.

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## 4.9 Step 8. Entry into the Access Rights Register

Under Schedule 1A, clause 2 of the EII Regulation, EnergyCo has the function to establish, administer, regularly update and operate an Access Rights Register under an Access Scheme. EnergyCo may require additional information from the Applicants prior to registration to satisfy the requirements of the EII Regulation.

An access right becomes valid when EnergyCo registers it in the Access Rights Register.



# 5

Access and connection in the  
Central-West Orana  
Renewable Energy Zone

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# 5 Access and connection in the Central-West Orana Renewable Energy Zone

This section provides important information on access and connection in the Central-West Orana REZ.

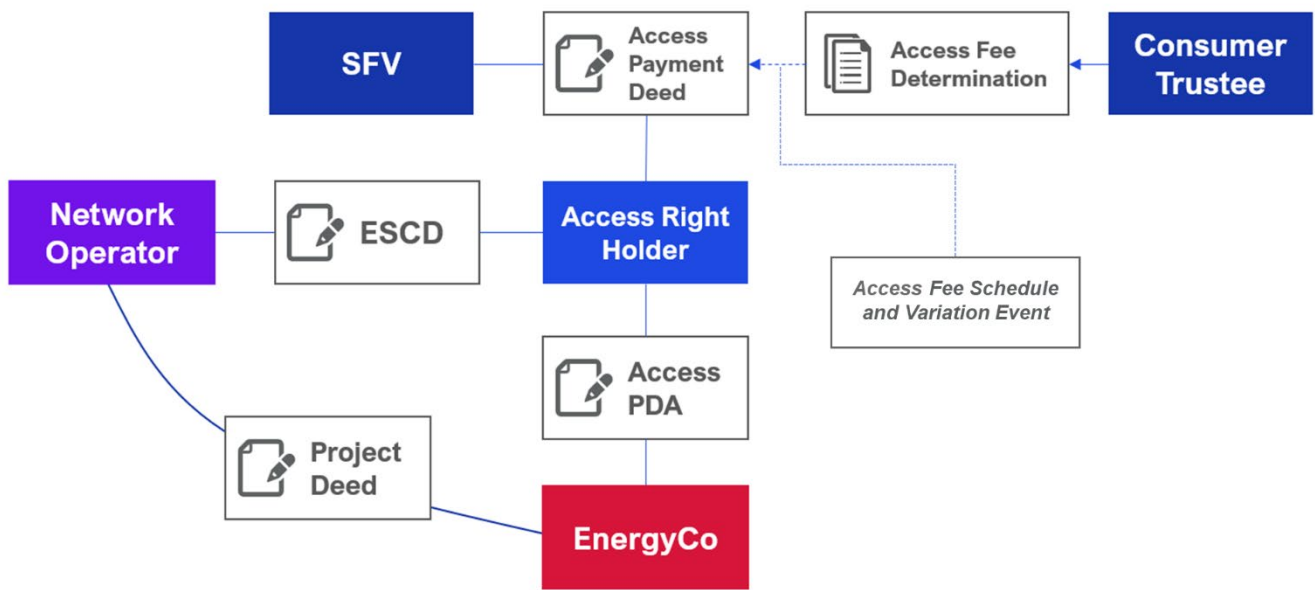
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## 5.1 Contracts

Figure 2 illustrates the documents that govern the relationship between the Consumer Trustee, the SFV, the Access Right Holder, the Network Operator and EnergyCo for the purpose of Access Rights.

- **Project Development Agreement:** The contract between the Applicant and EnergyCo, placing obligations on the Access Right Holder related to the development, construction and operation of its Project, compliance with its social licence commitments and reporting obligations. The final template of the PDA will be published before the Application Process commencement date. A summary of the PDA template is provided in Appendix E: Summary of Project Documents and ESCD.
- **Access Payment Deed:** The contract between the Applicant and the SFV. It includes the obligations of the Access Right Holder to pay the Access Fees and provide security bonding and covers termination amounts. A consultation version of the Access Payment Deed template will be published before the Application Process commencement date, and a final template, incorporating Applicant feedback, will be published during the Application Process. A summary of the Access Payment Deed template is provided in Appendix E: Summary of Project Documents and ESCD.
- **Energy Supplier Connection Deed:** The contract between the Access Right Holder and the Network Operator regarding the connection of the Project to the relevant network infrastructure. The ESCD will be a connection agreement for the purpose of the NER. EnergyCo will consult with the Applicants on the ESCD draft template in parallel with, but separate from, the Application Process.
- If the Access Right Holder has debt financing for its Project, tripartite deeds will be entered into with the security trustee and the relevant counterparties to the PDA, Access Payment Deed and ESCD. The tripartite deed template will be published before the Application Process commencement date.

Figure 2: Contracting structure for Access Rights in the Central-West Orana Renewable Energy Zone



## 5.2 Overview of Access Fees and bonding

Access Fees will be charged to Access Right Holders and consist of Project contributions to the H2P network infrastructure and CSS infrastructure, as well as a base fee to contribute to community benefit sharing and employment initiatives, the Access Scheme administration and the shared Access Rights Network.

Bonding will be required to prevent financial exposure to consumers from Projects that are unable to repay through their Access Fees. The development of H2P is proceeding in lockstep with the core network infrastructure to ensure economies of scale and accelerate timelines for delivery. Access Right Holders will be required to demonstrate financial commitment to the H2P being delivered for their Projects. Such financial commitment will be in the form of bonding to reflect the costs being incurred with respect to H2P. Bonding is based on H2P costs incurred and/or forecast to be incurred and is required to cover risk exposure to the SFV (on behalf of the consumers) for development costs should a Project be unable to proceed and pay the Access Fees.

For Projects that are unsuccessful or unable to participate in the Application Process, please refer to [Section 1.3](#).

Refer to Appendix F: Central-West Orana REZ Access Fees and Bonding and to Consumer Trustee’s Central-West Orana REZ Access Fee Guidelines for more details on how Access Fees are expected to be set.

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## 5.3 REZ connection process

After being allocated an access right, an Access Right Holder must submit an Application to connect to the Network Operator.<sup>23</sup>

The REZ Connection Process is implemented through 2 complementary mechanisms.

**Modifications to the NER connection process:** These encompass modifications to the NER connection process as it applies to connections to the Access Rights Network.<sup>24</sup>

**Generator integration centre:** The Network Operator will manage connections, including interactions between Access Right Holders and AEMO, through a generator integration centre. This process should provide benefits to Access Right Holders compared to the National Energy Market process by providing a one-stop shop for resolving issues that may arise in the connection process.

More information on the REZ Connection Process, including the generator integration centre, is provided in Appendix A: Renewable energy zone connection process.

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<sup>23</sup> The final template of the PDA includes an Application to connect milestone date.

<sup>24</sup> The NER and NEL may be modified to the extent reasonably necessary to enable the operation of an Access Scheme and achieve the objects of the EII Act, EII Act, s 27.



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# Glossary

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# Glossary

The terms and acronyms used in this document are defined below. Unless otherwise defined below, all terms defined in the *Electricity Infrastructure Investment Act 2020 and Electricity Infrastructure Investment Regulation 2021*) apply in this document.

Table 12: Glossary

Term	Definition
Access Fee	A fee paid by an Access Right Holder In return for Access Rights. See <a href="#">Section 5.2</a> .
Access Fee Determination	The Consumer Trustee’s determination of Access Fees for an Access Right Holder. Refer to the AEMO Services website.
Access Payment Deed	The agreement between the SFV and a Successful Applicant, containing obligations relating to the payment of the Access Fee and the provision of security.
Access Right	Access Right as defined in the Access Scheme Declaration.
Access Rights Agreements	The Project Development Agreement (PDA) and the Access Payment Deed.
Access Right Holder	The person who holds an Access Right granted under the Access Scheme Declaration.
Access Rights Network	Access Rights Network specified in the Access Scheme Declaration. Information on the Access Rights Network is provided in <a href="#">Section 2</a> .
Access Rights Register	The register established, administered and updated by EnergyCo in accordance with Schedule 1A, clause 2 of the EII Regulation.
Access Scheme	An Access Scheme declared by the Minister under the Energy Infrastructure Investment Act 2020 (NSW) (EII Act), Section 24, to apply in a renewable energy zone or part of a renewable energy zone.

Term	Definition
Access Scheme Declaration	The Access Scheme Declaration titled ‘Central-West Orana Renewable Energy Zone (Central-West Orana REZ) Access Scheme’ declared by the Minister under the EII Act, Section 24(1), on 19 December 2022 and published in the New South Wales (NSW) Government Gazette on 23 December 2022, as amended from time to time.
Addenda	Any Addenda to these Guidelines published by EnergyCo from time to time.
AEMO	Australian Energy Market Operator Limited (ABN 94 072 010 327).
AEMO Services	AEMO Services Limited (ABN 59 651 198 364).
AER	Australian Energy Regulator.
Aggregate Maximum Capacity Cap	<p>Aggregate Maximum Capacity Cap as defined in the Access Scheme Declaration.</p> <p>The Aggregate Maximum Capacity Cap is a limit on the aggregate maximum capacity of all approved Projects during a capacity period under the Access Scheme. The Aggregate Maximum Capacity Cap is calculated by adding each Project’s maximum capacity in megawatts (MW) for which it holds Access Rights as specified in the Access Rights Register. The Aggregate Maximum Capacity Cap may be increased through a Headroom Assessment.</p>
Applicant	Any person (alone) or persons (together, including Consortium Members) who submit or intend to submit an Application, including a Successful Applicant.
Applicant Eligibility Criteria	The Eligibility Criteria (EC) as set out in <a href="#">Section 3.1</a> of these Guidelines.
Application	The documents submitted by an Applicant in relation to the Project, including any Returnable Schedules, together with any additional information submitted by the Applicant.

Term	Definition
Application Commencement Date	The date on which the Application Process is opened as notified by EnergyCo on its website.
Application Entity	The legal entity responsible for the Applicant’s Application and counterparty to the PDA and the Access Payment Deed, as proposed in accordance with Eligibility Criteria 16.
Application Process	Application Process as defined in the EII Regulation.  For Central-West Orana REZ, the Application Process as specified in these Guidelines, commencing on the Application Commencement Date and concluding when EnergyCo has notified each Applicant that the process has concluded.
Application Process Conditions	The conditions set out in Appendix D: Application Process Conditions of these Guidelines.
Application Process Documentation	The documentation issued by EnergyCo with respect to the Application Process, which includes <ul style="list-style-type: none"> <li>• these Guidelines</li> <li>• Application Process market briefing materials</li> </ul> but does not include the Project Documents and any other contract documents issued in conjunction with the Application Process Documentation listed above.
Application Process Legal Commencement Date	The Application Process Legal Commencement Date described in <a href="#">Section 1.6</a> of these Guidelines.
Approval	Any approvals, authorisations, permits, consents, licences, registrations, determinations, certificates, permissions, exemptions and the like from any Authority or under any Law required to be issued, obtained or satisfied in connection with the performance by an Access Right Holder of its obligations under the Project Documents.
Assessment Criteria	The Eligibility Criteria and the Merit Criteria.
Assisting Entities	Assisting Entities means: <ul style="list-style-type: none"> <li>• AEMO</li> </ul>

Term	Definition
	<ul style="list-style-type: none"> <li>• the Customer Trustee</li> <li>• Transgrid (NSW jurisdictional planning body)</li> <li>• The Network Operator</li> <li>• The Scheme Financial Vehicle.</li> </ul> <p>EnergyCo’s Associates, including, without limitation, Herbert Smith Freehills, KPMG, Connell Griffin, and other consultants advised from time to time by EnergyCo on its website or by direct communication to Applicants, and other legal, technical or commercial advisors from which EnergyCo seeks support in relation to an Application Process.</p>
Associate	<p>In relation to a person, any Related Body Corporate of that person or any officer, employee, agent, contractor, consultant, nominee, licensee or adviser of that person or that Related Body Corporate and:</p> <ul style="list-style-type: none"> <li>• in the case of an Applicant, includes: <ul style="list-style-type: none"> <li>a. each Consortium Member and any Related Body Corporate, adviser, officer, employee, agent, contractor, consultant, nominee, licensee or adviser of a Consortium Member</li> <li>b. any Debt or Equity Providers and any Related Body Corporate, adviser, officer, employee, agent, contractor, consultant, nominee, licensee or adviser of each Debt or Equity Provider</li> <li>c. to the extent they are not otherwise Consortium Members, the entities proposed to enter into the Project Documents and form part of the corporate group in which those entities are included (but excludes EnergyCo and its Associates)</li> </ul> </li> <li>• in the case of EnergyCo, includes any officer, employee, agent, contractor, consultant, nominee, licensee or adviser of it but does not include Applicants or Consortium Members.</li> </ul>
Authority	<p>Any government department, local government council, government or statutory authority, body, instrumentality, minister, agency or other Authority exercising administrative or regulatory functions.</p>
Business Day	<p>A day other than Saturday, Sunday and any other day not taken to be a public holiday in Sydney, Australia.</p>
Centralised System Strength or CSS	<p>System strength provided by the Network Operator as part of the Network Project.</p>

Term	Definition
Candidate Foundation Generator or CFG	A generator selected by EnergyCo through the Expression of Interest process for Central-West Orana REZ in 2022/23.
Claim	<p>Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity) made:</p> <ul style="list-style-type: none"> <li>a) in connection with these Guidelines, the Project Documents or the Project</li> <li>b) at Law or in equity</li> <li>c) for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief.</li> </ul>
Closing Date and Time	The Closing Date and Time for the Application Process as set out in <u>Section 1.6</u> .
Commercial Operations	With respect to a Project, has the meaning given to that term in the relevant Project Development Agreement.
Commissioning Readiness	In respect of a Project, has the meaning given to that term in the relevant Project Development Agreement.
Community Engagement Plan	The plan to be submitted as part of an Application with respect to EC 9 and Merit Criteria 6, which complies with the requirements set out in the Returnable Schedule for Merit Criteria 6.
Competing Applicant	With respect to an Applicant, any person responding to these Guidelines or participating in the Application Process other than the Applicant.
Consortium Member	<p>Each of the following entities, which may form part of the Applicant, in their individual capacity:</p> <ul style="list-style-type: none"> <li>d. sponsor(s), including each 'Applicant Consortium Member' as that term is defined in the Consortium Process Deed</li> <li>e. any special purpose vehicle or entity that is intended to be the Application Entity</li> <li>f. any additional entity included in the Applicant in accordance with the process set out in the Consortium Process Deed.</li> </ul>

Term	Definition
Consumer Trustee	Consumer Trustee as defined in the EII Act. AEMO Services has been appointed as the NSW Consumer Trustee pursuant to section 60 of the EII Act. References to the Consumer Trustee include, where the context requires, the Consumer Trustee's Associates.
Core RNI	500 kV transmission network from Wollar to Elong Elong via Merotherie, inclusive of the Barigan Creek Switching Station, as well as the Elong Elong and Merotherie Energy Hubs. The network between Merotherie and Elong Elong will be built at 500 kV but initially operated at 330 kV.
Central-West Orana REZ	Central-West Orana Renewable Energy Zone.
Central-West Orana REZ Access Right	The Access Rights allocated under the Central-West Orana REZ Access Scheme and in accordance with the Central-West Orana REZ Access Scheme Declaration that authorises access to, and use of, the Access Rights Network. Central-West Orana Renewable Energy Zone.
Central-West Orana REZ Access Scheme	The Access Scheme to apply in the Central-West Orana REZ under the Central-West Orana REZ Access Scheme Declaration.
Central-West Orana REZ Access Scheme Declaration	The order made by the Minister on 19 December 2022 and published in the Gazette on 23 December 2022, which declared the Central-West Orana REZ Access Scheme, as amended from time to time.
Central-West Orana REZ Declaration	The order made by the Minister on 5 November 2021 under s 19 of the EII Act, and published in the NSW Gazette on 5 November 2021, declaring the Central-West Orana REZ, as amended from time to time.
Data Room	The electronic Data Room nominated by EnergyCo NSW for the Application Process.
Data Room Interaction Rules and Guidelines	The terms and conditions applicable to the use of the Data Room as amended by EnergyCo from time to time.
Debt or Equity Provider	Any actual or potential provider of debt or equity funding, facilities or accommodation directly or indirectly to the Applicant in relation to the Project, including any security trustee, bond trustee, agent,

Term	Definition
	underwriter, arranger, financial guarantor, bond provider or hedge counterparty, however described.
DCA	Dedicated Connection Asset as defined in the National Electricity Rules (NER).
DNA	Designated Network Asset as defined in the NER.
Development Approval	A ‘development approval’ pursuant to the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Disclosed Information	<p>The following information of whatever nature (including written, graphical, electronic, oral or in any other form), which is disclosed to or otherwise obtained by or on behalf of the Applicant, Consortium Member or any respective Associate in connection with the Project or the Application Process:</p> <ul style="list-style-type: none"> <li>• these Guidelines and any information disclosed pursuant to these Guidelines as part of the Application Process, as well as other documents released as part of the Application Process</li> <li>• any oral or written advice, representations or information given by or on behalf of the Network Operator, EnergyCo, the Consumer Trustee or any of their Associates during the Application Process</li> <li>• all material contained in any Data Room used by EnergyCo, the Consumer Trustee and the Applicants</li> <li>• each Application to the extent that it contains or would reveal any of the information referred to in the paragraphs above and any other information that the Applicant, Consortium Member or any respective Associate knows or ought reasonably to know is confidential to the Network Operator, EnergyCo, the Consumer Trustee or any of their Associates or should be treated as such.</li> </ul>
EII Act	Electricity Infrastructure Investment Act 2020 (NSW).
EII Regulation	Electricity Infrastructure Investment Regulation 2021 (NSW).
Eligibility Criteria or EC	The Applicant Eligibility Criteria and Project Eligibility Criteria as set out in <a href="#">Section 3.1</a> of these Guidelines.



Term	Definition
Enabling Works	Non-contestable augmentations Transgrid will undertake to facilitate the Network Project as detailed in Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network.
Energy Hubs	The proposed hubs at Merotherie and Elong Elong, forming part of the Access Rights Network.
EnergyCo	The Energy Corporation of New South Wales (ABN 13 495 767 706), a statutory authority constituted by s 7 of the <i>Energy and Utilities Administration Act 1987</i> .
Financial Close	With respect to a Project, has the meaning given to that term in the relevant Project Development Agreement.
Commissioning Readiness	In respect of a Project, has the meaning given to that term in the relevant Project Development Agreement.
First Nations Guidelines	Set of Guidelines that the Minister is to issue about consultation and negotiation with the local Aboriginal community in relation to relevant Projects for the purpose of increasing employment and income opportunities for the local Aboriginal community under Section 4 of the EII Act.
Forecast Curtailment	Forecast annual curtailment as a percentage of potential annual generation for a group of Projects due to the transfer capacity of the Access Rights Network. Forecast Curtailment is determined by the Infrastructure Planner in accordance with the Central-West Orana REZ Access Scheme Declaration.
Guideline	This draft Guideline, to be prepared under clause 5 of Schedule 1A of the EII Regulation after the Application Process Commencement Date.
Hub-to-Project, H2P or H2P network infrastructure	Hub-to-Project network infrastructure as described in Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network.
Headroom Assessment	The Headroom Assessment carried out in accordance with the Central-West Orana REZ Access Scheme Declaration to determine the

Term	Definition
	<p>extent to which the Aggregate Maximum Capacity Cap can be increased to allow EnergyCo to grant additional Access Rights or additional maximum capacity under existing Access Rights. For more information on Headroom Assessments refer to the <a href="#">Target Transmission Curtailment Level &amp; Headroom Method paper</a>.</p>
Hybrid Project	<p>A co-located hybrid infrastructure network infrastructure Project as defined in the Central-West Orana REZ Access Scheme Declaration.</p>
IIO Report	<p>Infrastructure Investment Objective Report prepared by the Consumer Trustee under Section 45(2) of the EII Act.</p>
Industry and Aboriginal Participation Plan or IAPP	<p>The plan to be submitted as part of an Application with respect to Eligibility Criteria 12 and Merit Criteria 7, which complies with the requirements set out in the Returnable Schedule for Merit Criteria 7.</p>
Infrastructure Investment Objectives	<p>The ‘infrastructure investment objectives’ as defined in Section 44 of the EII Act.</p>
Infrastructure Planner	<p>Infrastructure Planner as defined in the EII Act, being EnergyCo for Central-West Orana REZ.</p>
Initial Aggregate Maximum Capacity Cap	<p>The initial limit on the aggregate maximum capacity of all approved Projects during a capacity period. Under the Central-West Orana REZ Access Scheme Declaration, the initial Aggregate Maximum Capacity Cap has been set as 5.84 GW.</p>
Initial Allocation	<p>Allocation of Maximum Capacity under Access Rights up to the initial Aggregate Maximum Capacity Cap of 5.84 GW. Under the Central-West Orana REZ Access Scheme Declaration, the Infrastructure Planner may determine that the Initial Allocation has been completed if the Aggregate Maximum Capacity Cap of approved projects granted Access Rights under the Initial Allocation exceeds 90% of the Initial Aggregate Maximum Capacity Cap, or if it does not reasonably expect significant further Access Rights may be granted under the Initial Allocation.</p>

Term	Definition
Intellectual Property Rights	<p>All existing and future rights in the nature of intellectual property or industrial property (within the meaning of the term ‘industrial property’ in Article 1 of the Paris Convention for the Protection of Industrial Property) throughout the world, including:</p> <ol style="list-style-type: none"> <li>a. copyright</li> <li>b. trade and service marks, whether registered or unregistered</li> <li>c. designs, whether registered or unregistered</li> <li>d. patents and inventions, whether or not patented or patentable</li> <li>e. internet domain names</li> <li>f. trade, business or company names</li> <li>g. confidential information and trade secrets,</li> <li>h. whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to above.</li> </ol>
Late Applications	Applications received after the relevant Application Closing Date and Time.
Law	Commonwealth, state or local legislation, judicial, administrative or regulatory decrees, judgments, awards or orders and all common Laws and principles of equity and, for the avoidance of doubt, includes any regulatory instrument.
Liability	<p>Any loss, cost, Liability or expense, whether:</p> <ul style="list-style-type: none"> <li>• arising from or in connection with any proceeding or Claim or not</li> <li>• liquidated or not</li> <li>• legal or equitable</li> <li>• present, prospective or contingent</li> <li>• owed, incurred or imposed by or to or on account of or for the account of any person, alone or severally or jointly with another or others.</li> </ul>
LTESA	Long-term Energy Service Agreements as defined in the EII Act.
MVA	Megavolt amperes.
Merit Criteria or MC	The Merit Criteria as set out in <a href="#">Section 3.2</a> of these Guidelines.

Term	Definition
Minister	NSW Minister for Energy.
NEL	The National Electricity Law, set out in the schedule to the National Electricity (South Australia) Act 1996 (SA) as it applies in NSW.
NEM	The National Electricity Market.
NER	The National Electricity Rules made under the NEL, as it is applied in NSW.
Network Operator	ACERREZ, the recommended Network Operator for the Access Rights Network.
Network Project	The network infrastructure project to be carried out by the Network Operator to finance, design, construct and operate the Access Rights Network.
Non-Compliant	In relation to an Application, means a response that is not substantially complete, that does not substantially address each of the requirements set out in these Guidelines or that addresses the requirements set out in these Guidelines but not in the manner contemplated by these Guidelines.
NSP	Network service provider as defined in the NER.
O&M	Operations and maintenance.
Portfolio Assessment	Assessment undertaken by EnergyCo to ensure that the Projects granted Access Rights, when taken as a whole, do not result in outcomes that are misaligned with the policy goals and objectives of the Application Process. Further detail is available in <a href="#">Section 4.5.3</a> .
Project	A physical electricity generation or storage facility built with respect to which an access right is sought by an Applicant, including any proposed supporting network remediation and connection assets.
Project Characteristics	The key technical characteristics of a Project, including its registered capacity, maximum capacity, fuel source and operational life.

Term	Definition
Project Development Agreement or PDA	The agreement between EnergyCo and a Successful Applicant, which contains the obligations relating to the development and operation of a Project as described in <a href="#">Section 5.1</a> .
Project Document	<p>The PDA and Access Payment Deed, together with any other documents, that are:</p> <ul style="list-style-type: none"> <li>• required or contemplated under the PDA</li> <li>• specified by EnergyCo as required to be entered into by EnergyCo, the Applicant and, if relevant, others at or around the same time as the PDA.</li> </ul> <p>The full suite of Project Documents will be determined on a case-by-case basis for each Applicant, considering the relevant Application and specific Project arrangements.</p>
Project Eligibility Criteria	Eligibility Criteria as set out in <a href="#">Section 3.1</a> of these Guidelines.
Q&A Process	The question-and-answer process with respect to the Application Process described in <a href="#">Section 4.3.3</a> of these Guidelines.
Regulator	Australian Energy Regulator (AER) and/or Independent Pricing and Regulatory Tribunal (IPART) as the context requires.
Regulatory Instrument	<p>Includes:</p> <ol style="list-style-type: none"> <li>a) the NEL and the NER</li> <li>b) the EII Act and EII Regulation</li> <li>c) any other Law that regulates the electricity industry in NSW</li> <li>d) any relevant licence, approval, code, instruction, direction, condition or orders of an Authority (whether formal or informal) that regulates a person’s activities with respect to the electricity industry.</li> </ol>
Related Body Corporate	Has the meaning given in the <i>Corporations Act 2001</i> (Cth) but on the basis that ‘subsidiary’ means another entity that is a subsidiary of the first entity within the meaning of the <i>Corporations Act 2001</i> (Cth), provided that a trust may be a subsidiary and an entity may be a subsidiary of a trust if it would have been a subsidiary under this

Term	Definition
	definition if that trust were a body corporate. For these purposes, a unit or other beneficial interest in a trust is to be regarded as a share.
Returnable Schedule	Schedules to be completed by the Applicant as part of the submission of an Application.
REZ	Renewable Energy Zone or REZ as defined in the EII Act.
REZ Connection Process	The process that will apply to connections to the Access Rights Network, as described in <a href="#">Section 5.3</a> of these Guidelines.
Scheme Financial Vehicle or SFV	Scheme Financial Vehicle as defined in the EII Act.  For Access Schemes, the SFV is the counterparty to the Access Payment Deed and is responsible for administering payments and, where applicable, collecting Access Fees for distribution to relevant entities under sections 54 and 55 of the EII Act.
SEARs	Secretary's Environmental Assessment Requirements
Successful Applicant	With respect to an Applicant, any person whose Project is selected, as set out in <a href="#">Section 4.6</a> .
TAF	Transmission Acceleration Facility.
Target Transmission Curtailment Level or TTCL	The TTCL is a limit on Forecast Curtailment calculated under the Central-West Orana REZ Access Scheme. It is not a guarantee of actual curtailment outcomes.
The Roadmap	The NSW Electricity Infrastructure Roadmap, the state's 20-year plan to transform the NSW electricity system into one that is cheap, clean and reliable.
TNSP	Transmission network service provider as defined in the NER.
Transgrid	NSW Electricity Networks Operations Pty Limited (ACN 609 169 959) as trustee for the NSW Electricity Networks Operations Trust, or any successor to its business.



# Appendices

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# Appendix A: Renewable energy zone connection process

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## Overview

Only Central-West Orana REZ Access Right Holders are entitled to submit an Application to connect the Access Rights Network. However, securing Access Rights does not guarantee the connection of an Access Right Holder's Project to the Access Rights Network. To connect to the Access Rights Network, a Project must finalise its connection arrangements under the REZ Connection Process, including demonstrating compliance with the REZ access standards and entering into an ESCD with the Network Operator.

The REZ Connection Process is designed to address the challenge of connecting multiple generators in similar timeframes and differs from the National Electricity Rules (NER) connection process in three main ways:

1. Non-negotiable REZ access standards are set and applied, removing the need to engage in lengthy negotiations on generator performance standards and providing greater certainty to generators relating to the standards their plants will need to meet.
2. Centralised system strength for the Initial Allocation will be provided by the Network Operator. Access Right Holders that pay a system strength component of Access Fees are not required to negotiate remediation of adverse system strength impacts during the connection process or pay NER system strength charges.<sup>25</sup>
3. The concurrent processing of Applications to connect, including the facilitation of concurrent power system studies, is managed by the Network Operator.

The Network Operator is an Intending Participant under the NER with respect to the Access Rights Network and will be the registered TNSP for the Access Rights Network under the NER and be responsible for managing the connection process in accordance with Chapter 5 of the NER (as modified by the Energy Regulation).

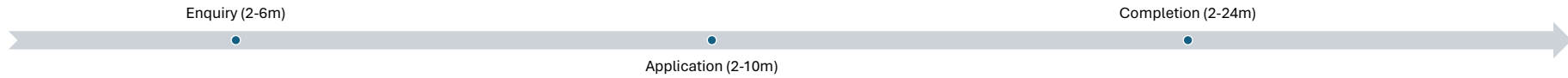
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<sup>25</sup> With respect to projects that consist solely of storage infrastructure (standalone storage projects), Access Right Holders will not pay a system strength component of Access Fees but will be required to mitigate any system strength impact under the NER.

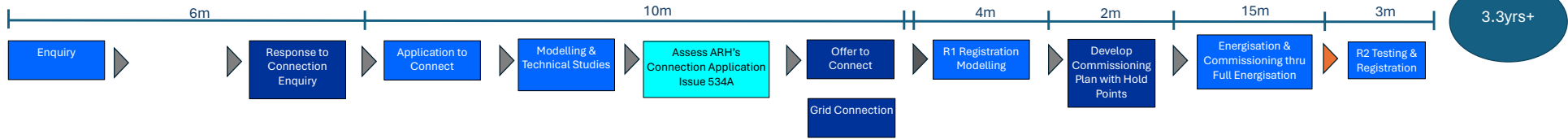


Figure 3: Diagram of Connection Process

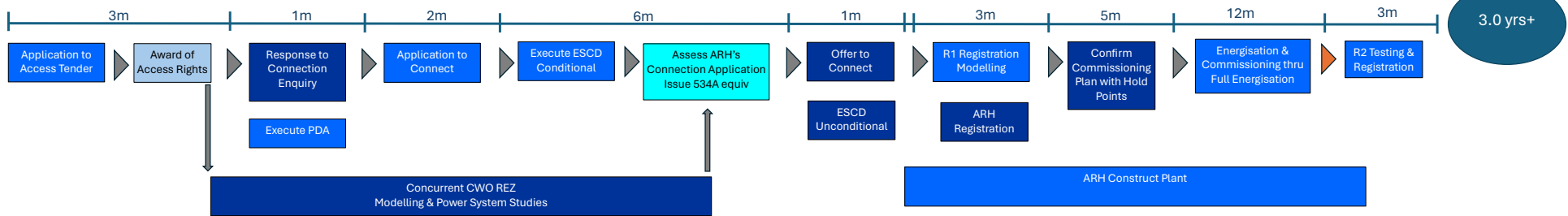
Pre-feasibility  
(As req'd)



### NEM Connection Process



### CWO REZ Connections Process per Generator



1. CWO REZ Process commences at AEMO Phase '2. Enquiry' for a period of up to 6m. The 'Application to Access Tender' is equivalent to NER Connection Enquiry
2. Completion Phase does not follow directly after Application phase. The period between is for Construction of the generation facility

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## National Electricity Rules modifications

The modifications to the NER required to give effect to the REZ Connection Process will be implemented under the EII Regulation, including through modifications to the NER. The REZ Connection Process policy positions, which EnergyCo consulted stakeholders on in 2023, are set out in Appendix B: REZ connection policy positions.

EnergyCo expects to implement regulations through the EII Act to enable the REZ Connection Process before connection Applications are anticipated to be made in Q3 2024. EnergyCo will notify Access Right Holders once the regulations implementing the REZ Connection Process have been made. The regulations will be published on the NSW legislation website.

If the new regulations are delayed, the ability of Access Right Holders to submit a formal Application to connect may be delayed. As of the date of this document, EnergyCo considers that any delay in making the regulations relating to the REZ Connections Process beyond Q2 2024 is unlikely.

## Generator Integration Centre

The Network Operator will create a Generator Integration Centre to establish a collaborative working relationship with Access Right Holders and establish early and clear accountability and obligations between the Network Operator and the Access Right Holders. The Network Operator will provide support to each Access Right Holder to improve the quality of connection Application submissions and to streamline the timeframes for the Application, registration and commissioning processes.

AEMO resources, while remaining independent from the Network Operator, will be embedded directly in the Generator Integration Centre. This approach will provide a framework for AEMO and the Network Operator to ensure increased coordination, a common understanding of the approach to generator connections and the underlying rationale, and alignment on the required REZ connection timelines. This approach will also ensure that connection responsibilities and activities are undertaken in an efficient and timely manner.

Key generator assumptions will be consolidated and subject to revision control to ensure a single source of truth for power system modelling, ESCD finalisation and program optimisation.

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# Appendix B: REZ connection policy positions

The REZ connection process policy positions referred to in [Section 5.3](#) are set out below. References to the Infrastructure Planner in this Appendix should be read, in the context of the Central-West Orana REZ, as references to EnergyCo in its capacity as the Infrastructure Planner under the Central-West Orana REZ Declaration.

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## Connections

### Responsibility for processing connections

- **(Network Operator responsible)** The Network Operator for a REZ network infrastructure (RNI) is the party responsible for processing connections to that network.

### Commencement of connection process

- **(Access Right notification response)** The Network Operator will provide connection enquiry response information following the allocation of Access Rights.
- **(Exclusion of connection enquiry step)** This policy position enables generators who are successful in obtaining Access Rights to prepare Applications to connect following access right allocation without going through a duplicative connection enquiry process.

### Concurrent processing

- **(Formation)** Network Operators may establish concurrent processing groups to conduct power system studies for all generators forming part of the group collectively.
- **(Removal)** Network Operators may remove a connection applicant from a concurrent processing group if:
  - the connection applicant fails to provide information required for power system studies within required timeframes;
  - the quality of the information provided by the connection applicant for power system studies does not meet the standard reasonably required by the Network Operator or AEMO;
  - power system studies demonstrate that the connection applicant's generating system or integrated resource system does not meet applicable access standards; or

- 
- the Network Operator and the infrastructure planner agree that the connection applicant is the cause of a delay.

Removal will be subject to reasonable rights for connection applicants to remedy delay issues and consultation obligations, including with the Infrastructure Planner and AEMO.

## REZ access standard development and Application

- **(Infrastructure Planner function)** REZ access standards will be developed and amended by the Infrastructure Planner.
- **(AEMO role)** REZ access standards must be developed by the Infrastructure Planner in conjunction with AEMO, and AEMO must approve the REZ access standards, including amendments to those standards.
- **(Mandatory consultation)** In developing and amending REZ access standards, the Infrastructure Planner must consult with Transgrid and any authorised Network Operator for the network to which the REZ access standards apply (which is ACERREZ in the case of the Network Project, once authorised).
- **(Other consultation)** EnergyCo may consult broadly with other persons. Examples include original equipment manufacturers, developers and prospective Network Operators.
- **(Versions and tranches)** Different REZ access standards may be developed for specific REZs or different tranches of access right allocations for the same REZ.
- **(Ranges)** REZ access standards may require that performance against some technical requirements falls within a specified range of performance rather than a fixed performance level.
- **(Role of Access Right Register)** The Access Rights Register will specify whether REZ access standards apply.

## Key connection process modifications where renewable energy zone access standards apply

- **(Replacement of Automatic Access Standards)** REZ access standards replace the Automatic Access Standards (AAS).
- **(Disapplication of negotiation)** The ability to negotiate access standards under NER Clause 5.3.4A does not apply, and the Access Right Holder must propose those REZ access standards as its performance standards in its Application to connect.
- **(Compliance confirmation)** A new process to confirm that a Network Operator and AEMO are satisfied that compliance with REZ access standards has been demonstrated through power system studies will be included in the regulations. This is intended to be equivalent to the NER Clause 5.3.4A process. AEMO's role will be limited to AEMO advisory matters.
- **(Settings within a range)** If a REZ access standard specifies that a setting may be within a range:
  - a. The generator must nominate the preferred setting of its plant within that range in its Application to connect but must be capable of meeting any setting within the range.

- 
- b. The Network Operator may, at its discretion, require connection applicants to meet a setting within that range that is different from the setting nominated by the connection applicant.
  - c. Once a setting within a range has been set out in a connection agreement, it cannot be changed by a Network Operator.

## Exceptions mechanism

- **(Network Operator may propose)** An access standard that is different from a REZ access standard (**exception REZ access standard**) may be proposed by a Network Operator for an Access Right Holder in response to an Application to connect or an alteration under NER Clause 5.3.9.
- **(For limited purposes)** Such a proposal may only be made by a Network Operator to achieve one of the following permitted purposes:
  - a. to enable a Network Operator to meet a system standard set out in Schedule 5.1a of the NER
  - b. to enable a Network Operator to meet the power system performance and quality of supply standards set out in Schedule 5.1 of the NER
  - c. to achieve another purpose approved by the Infrastructure Planner and AEMO.
- **(Must be above MAS)** An exception REZ access standard may not be set below the applicable Minimum Access Standard (MAS).
- **(Consent)** An exception REZ access standard may only be applied with the consent of the affected Access Right Holder and, in the case of advisory matters only, AEMO.

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## System strength for connections

### Background

- **(Procurement of Centralised System Strength)** As the Infrastructure Planner, EnergyCo may, as part of recommending an RNI Project under the EII Act, procure a Centralised System Strength solution for generators connecting to an Access Rights Network from a Network Operator. This is delivered as part of the Network Operator's RNI Project.
- **(System strength Access Fees)** Access Right Holders receiving the benefit of Centralised System Strength will be required to contribute to its cost through the payment of system strength Access Fees.
- **(5.3.4B disapplication)** The Access Right Holder will not be required to self-remediate or be exposed to the NER system strength charge under Clause 5.3.4B if it pays for system strength through Access Fees.
- EnergyCo are seeking concurrence from AEMO, as required under the EII Act, before Access Rights are allocated that an Access Right Holder who pays system strength Access Fees for maximum capacity will not be subject to NER system strength requirements.

- 
- **(Network Operator required to verify stability)** Network Operators will still be required to undertake modelling to verify the stability of the Access Right Holder's plant.
  - **(Application of System Strength Impact Assessment Guidelines)** These Guidelines will apply to stability verification modelling and to the assessment of compliance with access standards, such as withstanding Short Circuit Ratio (SCR) under S5.2.5.15.
- 

## Connection process cost recovery

### Background

- **(Inclusion of connection process costs in regulated revenue)** It has been proposed that the cost of some work associated with running connection processes for generators may be included in a Network Operator's regulated revenue, subject to a determination of the Australian Energy Regulator.
- **(Overlap)** This creates a potential overlap with the description of what work can be cost-recovered through connection process fees that are charged directly to connection applicants. For example, NER Clause 5.3.3(5)(i) provides for an Application fee in an amount 'not being more than necessary to cover the reasonable costs of all work anticipated to arise from investigating the Application to connect and preparing the associated offer to connect'.

### No double recovery

- **(Network Operator can charge fees)** Network Operators will charge connecting generators connection process fees under the NER in the ordinary course.
- **(Must exclude work for which they receive regulated revenue)** However, these connection process fees must not include costs the Network Operator is entitled to recover within its revenue determination under the EII Act.

There is no proposed change to the ability to pass through reasonable costs anticipated to be incurred by AEMO and other Network Service Providers whose participation in the assessment of the Application to connect will be required in connection process fees.

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## Assets required for connection

### Role of Network Operator

- **(Primary transmission network service provider)** A Network Operator should be the primary transmission network service provider (TNSP) with respect to connections to its RNI.
- Provision of negotiated transmission services
- **(Infrastructure Planner consent to contestability)** Infrastructure Planner consent will be required before services with respect to Identified User-Shared Assets (IUSAs), and Designated Network Assets (DNAs) can be provided contestably in a REZ.

- 
- **(Infrastructure Planner consent to provision)** For non-contestable services, Network Operators will be required to negotiate with connection applicants to provide them with negotiated transmission services in the ordinary course.
  - **(Functional specification)** Network Operators will be required to provide a functional specification for contestable elements of Identified User-Shared Assets and DNAs that is set by the Infrastructure Planner.
  - **(Cost recovery)** Network Operators will recover the cost of providing negotiated transmission services from the parties to whom they are provided in the ordinary course.

## Designated Network Asset access policies

- **(Access Scheme consistency)** DNA access policies must be consistent with the Access Scheme for the RNI to which it is connected.

## Approach to Dedicated Connection Assets

- **(No 30-km limit)** The 30-km limit on Dedicated Connection Assets (DCAs) will be removed. DCAs and DNAs approved by the Infrastructure Planner may be of any length.
- **(Conversion permitted with Infrastructure Planner consent)** The ability for a Network Operator and persons connected to a DCA to convert DCAs to DNAs under the NER (Clause 11.139.4) will be permitted with the consent of the Infrastructure Planner.

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# Appendix C: Central-West Orana Renewable Energy Zone Access Rights Network

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## Overview

The Infrastructure Planner has recommended that the Consumer Trustee authorise the Network Operator to carry out the Central-West Orana REZ Network Project with an initial network capacity of 4.5 GW, consisting of:

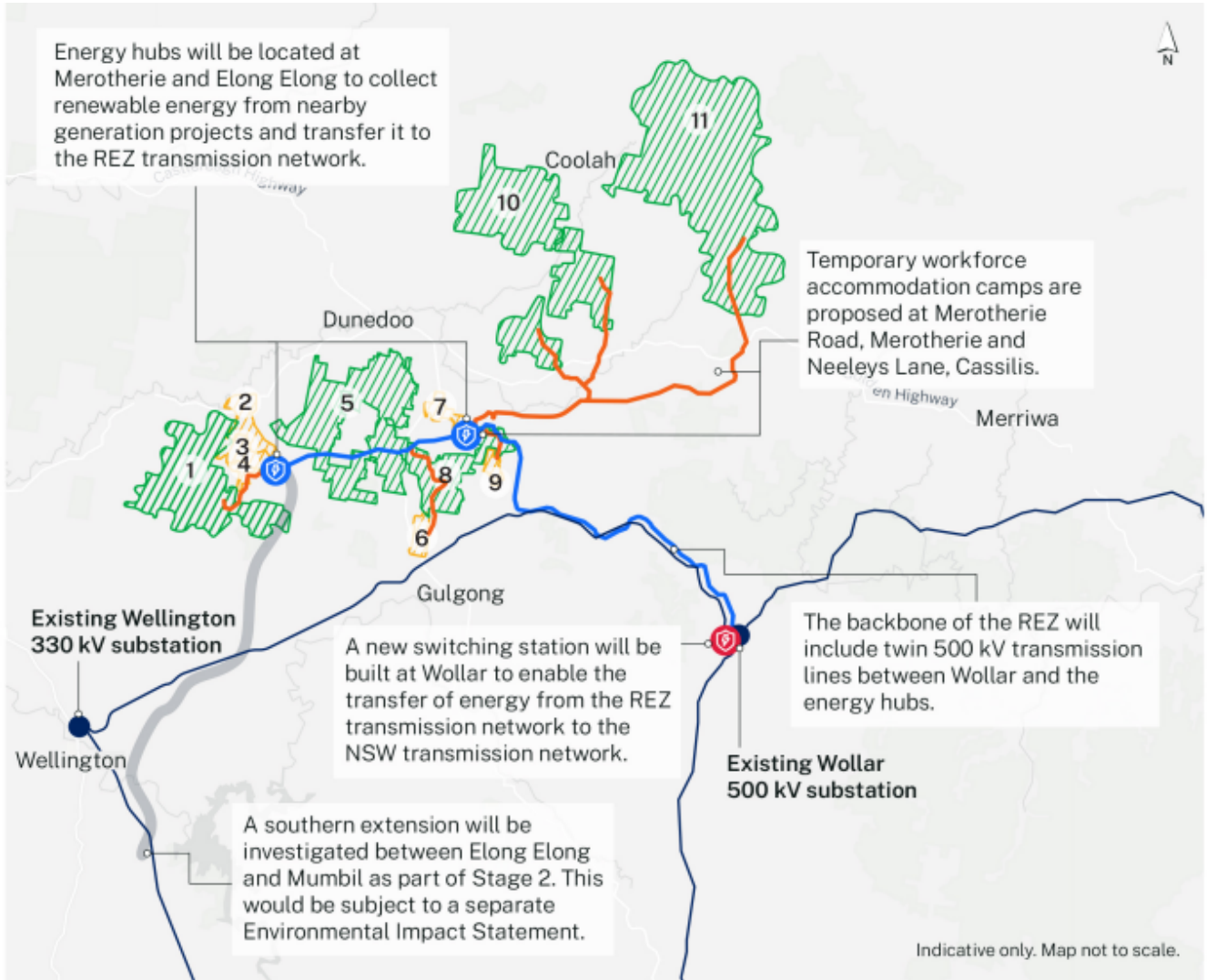
- d. Core infrastructure – comprising a 500-kV transmission network from Wollar to Elong Elong via Merotherie, inclusive of the Barigan Creek switching station, as well as the Elong Elong and Merotherie Energy Hubs. The network between Merotherie and Elong Elong will be built at 500 kV but initially operated at 330 kV.
- e. Hub-to-Project (H2P) network infrastructure – a 330-kV network of assets designed and intended to be delivered in a coordinated manner, extending from the core infrastructure to the locations of identified generation projects, to enable further connections and augmentations over time as a shared network infrastructure.
- f. System strength infrastructure – including a system strength solution for an installed 1,750 MVA, including N-1 redundancy.

To enable the connection of the Access Rights Network to the existing NSW transmission network, the Infrastructure Planner has recommended that the Consumer Trustee authorise Transgrid to carry out the Enabling Works (see section on Enabling Works below).

Figure 4 below shows the proposed Access Rights Network as at 1 January 2024, including the H2P network infrastructure and the locations of the CFG projects in relation to the Access Rights Network.



Figure 4: Central-West Orana Access Rights Network



Indicative only. Map not to scale.

**Legend**

- 330 kV transmission corridor
- 500 kV transmission corridor
- Ⓟ Energy hub sites
- Ⓟ New Wollar switching station site
- Existing substations
- ▨ Planned wind project
- ▨ Planned solar project
- Potential southern extension (Stage 2)
- Existing NSW transmission network

**Candidate Foundation Generator projects with proposed connections to the REZ network**

- |  |   |
|--|---|
| 1. Spicers Creek Wind Farm (Squadron Energy) | 6. Tallawang Solar Farm (RES)                   |
| 2. Cobbora Solar Farm (Marble Energy)        | 7. Birriwa Solar Farm and BESS (ACEN Australia) |
| 3. Sandy Creek Solar Farm (Lightsource BP)   | 8. Barneys Reef Wind Farm (RES)                 |
| 4. Dapper Solar Farm (Origin Energy)         | 9. Narragamba Solar Farm (ACEN Australia)       |
| 5. Orana Wind Farm (Acciona Energia)         | 10. Valley of the Winds (ACEN Australia)        |
|  | 11. Liverpool Range Wind Farm (Tilt Renewables) |

Renewable energy generation projects are shown for information purposes only. The projects identified may not proceed or connect to the REZ transmission network, while other projects not shown may proceed and be connected on a merit basis. Projects will require individual planning approvals and access rights to the new transmission line before any work starts.

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## Status of Central-West Orana REZ Network Project

EnergyCo executed a Commitment Deed with the Network Operator on 18 December 2023.

The Commitment Deed represents a financial commitment by EnergyCo and the New South Wales Government to accelerate the delivery of the Central-West Orana REZ. These commitments will be funded by the Transmission Acceleration Facility (TAF). The TAF is a \$2 billion revolving capital facility (funded in the 2022–23 and 2023–24 Budgets) to fund recoverable early development and related activities through the Infrastructure Planner. This will enable this critical transmission Project to be developed more quickly.

As part of the Commitment Deed, the Network Operator will progress critical activities, including:

- design
- early engineering, procurement and construction methodology inputs
- commencement of the regulatory process
- project-wide procurement, including placing critical orders, such as deposits on synchronous condensers, ahead of Financial Close
- power system studies to inform the renewable energy zone (REZ) connection process.

These activities will help accelerate and de-risk the Project. Additionally, EnergyCo continues to progress its key obligations in relation to the Central-West Orana REZ Network Project, including:

- **Planning:** In November 2023, the Environmental Impact Statement was placed on public exhibition by the NSW Department of Planning and Environment. EnergyCo has now lodged its Response to Submissions Report with the department and is on track to meet its contracted milestone of planning consent in May 2024.
- **Property:** EnergyCo is well-progressed in negotiations with landowners, with all interests in freehold for the Energy Hubs and easements on the transmission corridor expected to be acquired by the programmed date.

Note that while H2P infrastructure forms part of the Network Project, the development of Applicants' Projects does not form part of the Network Project and is subject to separate planning and environmental approvals that are the Applicant's responsibility.

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## Sequencing of the Network Project

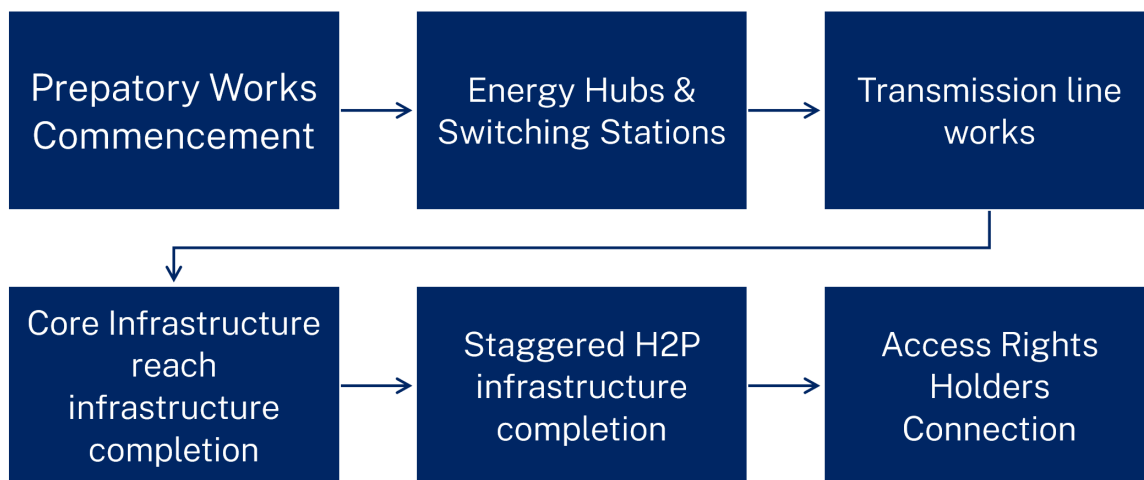
The expected scheduled staging and sequencing of the Network Project are outlined below:

- Preparatory works to commence in Quarter 1, 2025

- Works on the Energy Hubs and switching stations to commence in Quarter 1, 2025 and finish by the end of Quarter 1, 2029
- Works on transmission lines to commence in Quarter 1, 2025 and finish by Quarter 2, 2028
- Core infrastructure to reach infrastructure completion by Quarter 2, 2028
- The H2P network infrastructure to progressively reach infrastructure completion between Quarter 1, 2028 and Quarter 4, 2028 and operational completion between Quarter 2, 2028 and Quarter 4, 2029.

The staging and sequencing of the H2P network infrastructure will depend on which Projects are allocated Access Rights and the timing of Access Right Holders making Applications to connect.

Figure 5: Stages of the Network Project



## Technical characteristics

Table 13 provides an overview of the technical characteristics of the Access Rights Network and Enabling works.

Table 13: Technical characteristics of the Access Rights Network and Enabling Works

Item	Specification
Route	a) For the core infrastructure, the route includes: <ol style="list-style-type: none"> <li>i. a 60-km transmission line corridor from Wollar to Merotherie, generally comprising two 70-m easements to support two 500-kV double circuit steel tower lines</li> <li>ii. a 30-km transmission line corridor from Merotherie to Elong Elong, generally comprising of two 70-metre easements to support two 500-kV double-circuit steel tower lines operating initially at 330 kV</li> <li>iii. freehold property at Wollar to host the Barigan Creek switching station infrastructure</li> </ol>

Item	Specification
	<ul style="list-style-type: none"> <li>iv. freehold property at Merotherie to host the Merotherie Energy Hub infrastructure</li> <li>v. freehold property at Elong Elong to host the Elong Elong Energy Hub infrastructure.</li> </ul> <p>b) For the Hub-to-Project (H2P) network infrastructure, the route includes:</p> <ul style="list-style-type: none"> <li>i. a total of 166 km of transmission line corridors from the Merotherie and Elong Elong Energy Hubs to connect identified renewable generation and energy storage projects, generally comprising 60-m easements to host single- or double-circuit 330-kV lines</li> <li>ii. freehold property options for the 13 x 330-kV switching stations (12 generator switching stations and the additional MER C3 switching station).</li> </ul> <p>c) For the Enabling Works, the route includes:</p> <ul style="list-style-type: none"> <li>i. a 6-km transmission line corridor from the Bayswater to the Liddell substations</li> <li>ii. an 8-km transmission line corridor from the Mt Piper to the Wallerawang substations.</li> </ul>
Existing route modifications	<p>Modify two existing 500-kV lines, including:</p> <ul style="list-style-type: none"> <li>a. 5A3 (Mt Piper–Wollar) to loop-in-loop-out of the Barigan Creek 500-kV switching station</li> <li>b. 5A5 (Mt Piper–Bayswater) to loop-in-loop-out of the Barigan Creek 500-kV switching station.</li> </ul> <p>Upgrade the 500-kV protection system at Mt Piper, Wollar and Bayswater to align with network requirements and establish 4 new tension towers for the loop-in-loop-out of 5A3/5A5 to the Barigan Creek switching station.</p>
Existing substation modifications	<ul style="list-style-type: none"> <li>• The Access Rights Network (Barigan Creek) connects to the Wollar and Bayswater substations via line 5A3.</li> </ul> <p>The Access Rights Network (Barigan Creek) connects to Mt Piper via line 5A5.</p> <p>Transgrid augments its existing network to include a new third 330-kV transmission line from Bayswater to Liddell. The methodology proposed is a loop-in-loop-out of the existing TL81 (Newcastle to Liddell) into the existing Bayswater substation, which will become Newcastle to Bayswater (TL81) and Bayswater to Liddell (TL8R).</p> <p>Transgrid augments its existing network to include a new third 330-kV transmission line from the Mt Piper to the Wallerawang substations. This proposal includes:</p>

Item	Specification
	<ul style="list-style-type: none"> <li>c. removing a section of the 132-kV line 94E to make way for a new 330-kV line</li> <li>d. establishing new double-circuit structures between Cox River and the existing 70/71 lines</li> <li>e. replacing a portion of line 94E with 330-kV double-circuit structures, strung with 330-kV twin olives to operate one line at 132 kV for line 94E</li> <li>f. stringing spans and rearranging lines 70/71 and a new 7G to avoid under-crossings.</li> </ul>
Operating voltage and capacity	<p>A network capacity of 4.5 GW.</p> <p>An operating voltage of 500 kV for the network infrastructure spanning from Barigan Creek to Merotherie, inclusive of the Barigan Creek switching station.</p> <p>An operating voltage of 330 kV for the network infrastructure spanning from Merotherie to Elong Elong, inclusive of the Elong Elong energy hub.</p> <p>An operating voltage of 500/330 kV for the Merotherie energy hub.</p> <p>An operating voltage of 330 kV for the H2P network infrastructure.</p> <p>An operating voltage of 330 kV for the network infrastructure spanning from the Bayswater to the Liddell substations and from the Mt Piper to the Wallerawang substations.</p> <p>An operating voltage of 500 kV for the Barigan Creek switching station cut-in.</p>
Central-West Orana redundancy and contingency	The Access Rights Network is planned to a N-1 planning standard and N-1 secure operating standard.
Central-West Orana system strength	An installed 1,750-MVA system strength solution will be procured by the Network Operator.
Central-West Orana short circuit ratio	The Network Operator must provide a short circuit ratio of 2.2 SCR at each connection point on the Access Rights Network, subject to conditions at the boundary point with the existing transmission network.

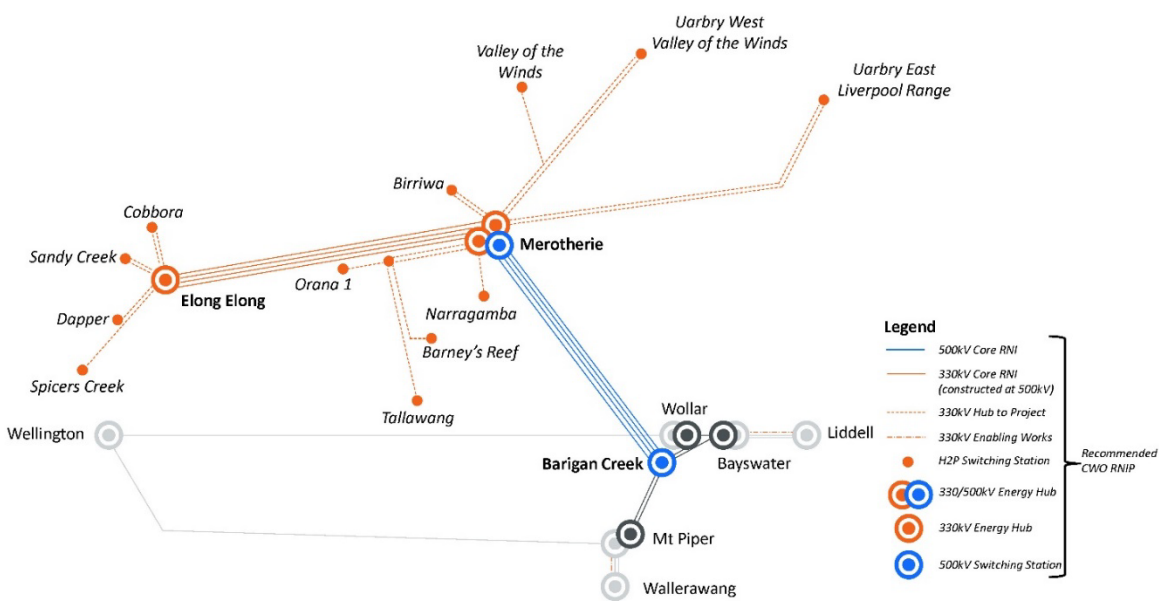
# Hub-to-Project

EnergyCo has simplified the process of physical connection to the Access Rights Network by offering coordinated H2P to facilitate the connections of Access Right Holders. This involves:

- competitively procuring H2P from the Core RNI to a Project interface point as part of the Network Operator procurement, with pre-agreed costs, scope and timing
- acquiring the land and obtaining the environmental planning approvals required for the H2P.

A visual representation of the Core RNI and proposed H2P can be viewed in Figure 6.

Figure 6: Overview of the H2P connections



If Projects want to take advantage of proposed H2P network infrastructure, it is important to participate in this Application Process as this will most likely offer the only opportunity to progress this option with the Network Operator.

Only Projects which are allocated an Access Right through this Application Process, execute the Access Right Agreements and provide the required bonding prior to Financial Close of the Network Project will be able to take advantage of H2P.

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## Key Network Operator obligations

### Delivery obligations and incentives

Under the Project Deed, EnergyCo has achieved a significant level of risk transfer with the Network Operator for the on-time and on-budget delivery of the Project, affording consumers and generators protections not typically available in the National Electricity Market (NEM).

The Network Operator will be paid regular service payments by the Scheme Financial Vehicle (SFV) in accordance with the Regulator's revenue determination. As part of the risk allocation, the Network Operator will be required to achieve infrastructure completion prior to receiving service payments for the costs incurred. In the event that infrastructure completion is delayed, these payments will be foregone. Additionally, the equity component of the service payments is at risk until the commissioning of generation.

Broadly, the Network Operator is taking time and cost risk on the delivery of the Central-West Orana REZ Network Infrastructure Project. The Network Operator may be entitled to an adjustment to its service payments, an extension of time and relief from its obligations if a compensation and/or relief event occurs. These events are restricted to a limited number of scenarios, typically outside the Network Operator's control, such as fire, flood or war.

The delivery model adopted for the Access Rights Network is a regulated concession, a hybrid of a typical transport private-public partnership model with a regulatory overlay. Under the Network Operator's internal corporate structure, in the event that delivery is delayed, the D&C contractor is liable to pay the Network Operator liquidated damages in excess of \$500,000 a day. This places a significant incentive on the D&C contractor to deliver on time.

### Network Operator Performance Regime (NOPR)

The Project Deed will contain a NOPR under which the Network Operator has revenue at risk based on the Network Operator's performance.

The NOPR is an abatement scheme that acts as a financial incentive for the Network Operator to design, procure, construct, operate and maintain the Access Rights Network to meet certain stipulated performance standards or a disincentive to discourage performance below these standards. While the Australian Energy Regulator typically uses the service target performance incentive scheme (STPIS) to incentivise the operational performance of transmission network service providers (TNSPs) in the NEM, the NOPR provides an appropriate alternative mechanism for incentivising performance through the Project Deed. The NOPR is designed to vary the STPIS by setting standards for availability and reliability to challenge the Network Operator to ensure that assets are available and reliable at a high level.

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The target percentages for availability and reliability are determined based on a combination of industry benchmarks for downtimes and initial estimates of asset numbers for each asset type. Because the availability target calculations are based on the asset numbers for each asset type, they vary with the Network Operator's design for the Access Rights Network.

The NOPR for the operations phase will include:

- a) a focus on the Infrastructure Planner's identified key required operational performance behaviours
- b) the whole-of-life value-for-money solution provided for NSW electricity customers
- c) an abatement regime based on components for availability, reliability, planned outages and key performance indicators (KPIs)
- d) a KPI regime that will have a full range of both abatable and reportable requirements during the operations phase, with the ability to earn back a level of abatement against the KPIs
- e) performance improvement and management for poor performance.

The Project Deed will include a trigger for the default and termination regime for consistently poor performance.

There are 4 components of performance measured under the NOPR, which reflect a balance between outcome-based measures and the leading indicators most important to the Infrastructure Planner. The 4 components are:

- a) an availability component relating to the availability of the Access Rights Network assets with a view to incentivising the Network Operator to maintain a level of redundancy in available assets to mitigate against the loss of the network
- b) a reliability component to measure the ability of the Access Rights Network to support Access Right Holders and allow the safe and efficient transfer of electricity from the REZ to the rest of the NSW grid
- c) a planned outage component to measure whether the Network Operator takes planned outages for modifications to the Access Rights Network and for maintenance within the periods originally scheduled for them on an annual basis
- d) a KPI component to measure the Network Operator's ability to meet pre-determined KPIs across a range of metrics, including metrics relating to social licence, environmental performance and stakeholder engagement.

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## Enabling works

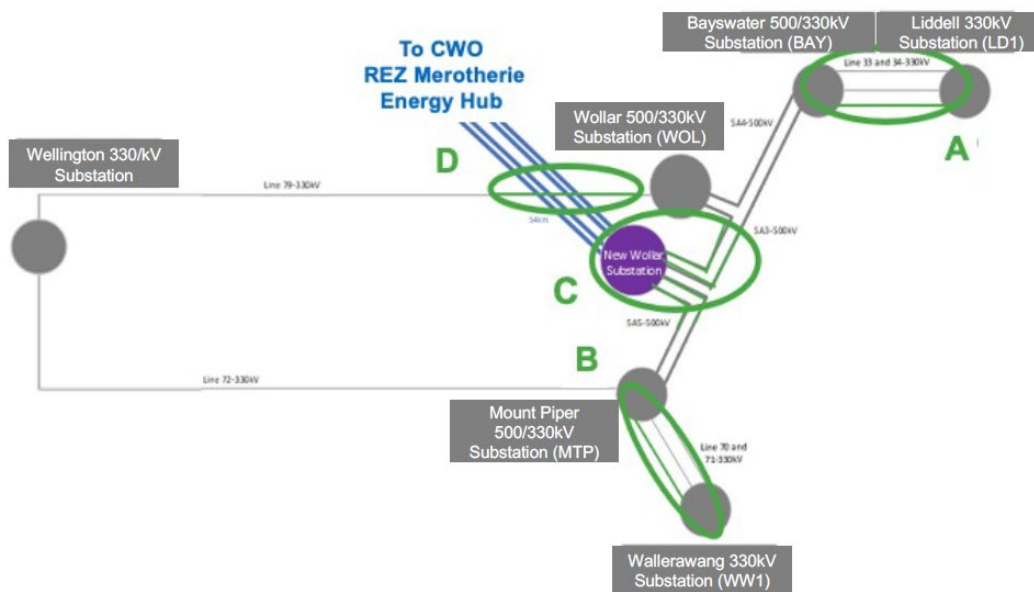
EnergyCo and Transgrid will enter into the Transgrid Network Agreement Project Deed, under which Transgrid will be required to undertake non-contestable augmentations to facilitate the Network Project. These are related to the connection of the Access Rights Network to the rest of the NSW transmission network, as well as certain network upgrade works to the NSW transmission network between Mt Piper and Wallerawang, and Bayswater and Liddell.



These network upgrade works (see Portion 4 (marked 'D') – facilitation of the construction of 330-kV outages of Transgrid's existing line 79 for the RNI 500-kV line 1a/b over-crossings (no construction works by Transgrid as part of this scope). below) consist of:

- a) Portion 1 (marked 'A') – Bayswater to Liddell: 330-kV transmission line works from the existing Bayswater substation to the existing Liddell substation, consisting of a new transmission line and augmentations at the substations to connect the new line
- b) Portion 2 (marked 'B') – Mt Piper to Wallerawang: 330-kV transmission line from the existing Mt Piper substation to the existing Wallerawang substation, consisting of a new transmission line and augmentations at the substations to connect the new line
- c) Portion 3 (marked 'C') – Barigan Creek cut-in works: involving lines 5A3 and 5A4 and including remote end works at the Bayswater, Mt Piper and Wollar 500/330-kV substations
- d) Portion 4 (marked 'D') – facilitation of the construction of 330-kV outages of Transgrid's existing line 79 for the RNI 500-kV line 1a/b over-crossings (no construction works by Transgrid as part of this scope).

Figure 7: Network Upgrade Works



The staging and sequencing of the Enabling Works are outlined below:

- Barigan Creek cut-in works to be completed and energised by Quarter 2, 2027
- Bayswater to Liddell and Mt Piper to Wallerawang works to be completed by Quarter 2, 2027
- Facilitation of TL79 crossings between Quarter 4, 2025 and Quarter 4, 2026.

Additionally, Transgrid will be required to enter into a connection agreement with the Network Operator. The agreement will reflect a TNSP-to-TNSP connection arrangement. It will cover technical requirements and the provision of connection services by both parties, operational

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requirements and protocols, communication protocols, outage planning, suspension and disconnection, risk/liability and insurance arrangements.

# Appendix D: Application Process Conditions

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## D. 1 Applications and agreements to comply with these Application conditions

Participation in the Application Process is subject to compliance with the Application Process Conditions.

These Guidelines and the information contained in them may only be used in compliance with the Application conditions.

By participating in the Application Process, each Applicant and each Consortium Member:

- a) is deemed to accept, acknowledge and agree:
  - i. to comply with the Application Process Conditions and all applicable Laws
  - ii. that the information provided to EnergyCo during the Application Process is for the benefit of EnergyCo, the Consumer Trustee and the SFV
- b) must procure that their respective Associates comply with the Application Process Conditions.

The Application Process Conditions apply to:

- a) these Guidelines and any other information given, received or made available in connection with these Guidelines, including any revisions or Addenda
- b) the Application Process and each Applicant's participation in the Application Process
- c) any communications, including any presentations, meetings or negotiations, whether before or after the release of these Guidelines, relating to these Guidelines or the Application Process.

The Application Process Conditions apply for the benefit of EnergyCo and each Associate of EnergyCo.

In addition to any other remedies available to EnergyCo under Law or contract, including under these Guidelines, any failure by an Applicant or Consortium Member to comply with the Application Process Conditions will entitle EnergyCo to terminate, at its absolute discretion, an Applicant's or a Consortium Member's participation or further participation in the Application Process.

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## D.2 Interpretation

Except to the extent the context requires otherwise, in these Guidelines:

- ‘includes’ in any form is not a word of limitation
- the meaning of ‘or’ will be that of the inclusive ‘or’, meaning one, some or all of a number of possibilities
- headings are for convenience only and do not affect interpretation
- the singular includes the plural, and the plural includes the singular
- if a word or phrase is defined, its other grammatical forms have a corresponding meaning
- a reference to a person includes a natural person, firm, company, corporation, body corporate, joint venture, trust, partnership, unincorporated association, government agency or any other entity or organisation and any successor entity to those persons
- a reference to a document also includes any variation, replacement or novation of it. A reference to a time is to Australian Eastern Standard (AEST) time
- a reference to dollars, \$ or A\$ is a reference to the currency of Australia
- a reference to a party in the Application Process Conditions or another agreement or document includes that party’s successors, permitted substitutes and permitted assigns and, where applicable, the party’s legal or personal representatives
- a reference to legislation or a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and all legislation, regulations, rules or statutory instruments under it.

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## D.3 Not an offer

These Guidelines are not an offer and are an invitation for persons to submit an Application only. These Guidelines must not be construed, interpreted or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person.

Neither these Guidelines nor an Application submitted by an Applicant has any contractual effect in relation to proceeding with the Project and does not create any contractual, promissory, restitutionary or other rights in that respect.

EnergyCo is under no obligation to complete the process outlined in these Guidelines or to allocate Access Rights to an Applicant. EnergyCo may change the process or the description of the requirements outlined in these Guidelines by issuing an addendum.

EnergyCo and its Associates will not be liable for any costs incurred by any person, including Applicants, Consortium Members or their respective Associates, in connection with or relating to considering this invitation, submitting an Application or otherwise participating in the Application Process.

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## D.4 Liability

Except as otherwise expressly provided in these Guidelines, including these Application Process Conditions, the Applicant and each Consortium Member and their respective Associates are not entitled to make any Claim against EnergyCo or its Associates for any Liability incurred by them arising out of, or in connection with, the Application Process Documentation (including, without limitation, the exercise or non-exercise of EnergyCo's discretion); the Application Process (including, without any limitation, arising from any loss of data); the submission of (or failure to submit or decision not to submit) an Application; the Disclosed Information; a failure to disclose information or (where applicable) any inspections of any site related to the Project; the granting (or not granting) of any Approvals required or desired in relation to the Project (including in connection with any delay in progressing or securing any such Approval); or the making (or not making) of any recommendation in respect of any Applicant, its Consortium Members or their respective Associates.

The Applicant and each Consortium Member must indemnify, and keep indemnified on demand, EnergyCo and each of its Associates from and against any Claim or Liability (including any Claim made by or Liability to a third party) suffered or incurred by EnergyCo or any of its Associates, as the case may be, arising out of or in connection with:

- a) any breach by the Applicant or a Consortium Member of the Application Process Conditions or the Guidelines, including a failure to comply with the Application Process Conditions or the Guidelines
- b) any action or Claim brought by the Applicant, a Consortium Member or any of their respective Associates against EnergyCo or any of its Associates with respect to any of the matters or events identified in this Appendix
- c) (where applicable) any site inspection to the extent caused by the act or omission, including any negligence on the part of, the Applicant, a Consortium Member or any of their respective Associates
- d) EnergyCo exercising or failing to exercise, in whole or in part, its rights under the Guidelines.

Without limiting the foregoing, Applicants, Consortium Members and their respective Associates represent and warrant that they will have no Claim and will not bring any Claim against EnergyCo or any of its Associates arising from or in connection with the exercise or the failure to exercise the rights or discretions of EnergyCo in accordance with the rights and discretions set out in the Guidelines.

The Applicant, Consortium Members and their respective Associates each acknowledge and agree that EnergyCo have relied on the representation and warranty set out above in deciding to consider an Application.

Except to the extent the context requires otherwise:

- a) where the Applicant comprises more than one person or is a consortium, the obligations and liabilities of the Applicant under these Guidelines apply to the Applicant and each Consortium Member jointly and severally
- b) no rule of interpretation applies to the disadvantage of EnergyCo on the basis that EnergyCo put forward these Guidelines
- c) if any of these Guidelines purport to exclude Liability for a particular matter, such exclusion only operates to the extent permitted by Law.

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## D.5 No warranty

Except to the extent otherwise required by Law, neither EnergyCo nor its Associates:

- make any warranties or representations (express or implied), assume any duty of care or accept any Liability with respect to the completeness, accuracy, adequacy or correctness of these Guidelines or the Disclosed Information
- make any warranty about whether (or in what form) any ministerial directions, order(s) or regulatory or similar instruments will be made under the EII Act
- accepts responsibility or is liable in any way for any loss or damage of whatever kind, whether foreseeable or not, however arising (including, without limitation, by reason of negligence or default), incurred by any person in connection with these Guidelines, any Disclosed Information or the Project; in preparing any Application; or in the outcome of the Application Process.

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## D.6 No representations

No representation made by or on behalf of EnergyCo or any of its Associates in relation to the Application Process or its subject matter will be binding on EnergyCo or any of its Associates unless that representation is expressly incorporated into any final Project Documents entered into in respect of the Project.

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## D.7 Compliance with protocols

Each Applicant and Consortium Member must, and agrees to procure that each of their respective Associates will, comply with any and all protocols and procedures in relation to any Data Rooms, question and answer processes or any other aspect of the Application Process as set out in these Guidelines or otherwise provided for by EnergyCo in accordance with these Guidelines.

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## D.8 Confidentiality

Applicants will be required to enter into a Confidentiality and Disclaimer Deed Poll prior to receiving Confidential Information about the Application Process and entry into the Data Room. To the extent of any inconsistency between these Guidelines and the Confidentiality and Disclaimer Deed Poll, the Confidentiality and Disclaimer Deed Poll will prevail.

Unless publicly disclosed on EnergyCo's website hosting information about the Application Process, all Disclosed Information is confidential information about EnergyCo or the Network Operator and their activities. This Disclosed Information is provided solely to enable Applicants, Consortium Members and their respective Associates to consider the invitation and to prepare and submit an Application.

The Applicant and each Consortium Member must:

ensure, at all times, that it and its Associates to whom the Applicant or Consortium Member has Disclosed Information in accordance with (a)(ii) below:

- i. not use Disclosed Information except to consider the invitation in the Application Process and to prepare and submit an Application
- ii. only disclose Disclosed Information to any Associate who has a need to know (and only to the extent that each has a need to know) Disclosed Information to consider the invitation in the Application Process and to prepare and submit an Application
- iii. keep strictly confidential all Disclosed Information

notify EnergyCo immediately if it becomes aware of any unauthorised disclosure or use of the Disclosed Information

immediately take all reasonable steps to prevent or stop any such unauthorised disclosure or use.

An Applicant, Consortium Member and each of their respective Associates must not disclose Disclosed Information to any person who is involved with a competing Application.

All persons are also bound by the non-disclosure obligations imposed by Section 75 of the EII Act. Under that provision, a person must not disclose information obtained in connection with the administration or execution of the EII Act, subject to certain specified exemptions. The consequences of non-compliance include penalties applicable to individuals and corporations under NSW legislation.

EnergyCo collect, use and disclose personal information as set out in the privacy policy, which is available on EnergyCo's website and may be updated from time to time.

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## D.9 Intellectual property

Unless otherwise indicated in these Guidelines, EnergyCo, the Consumer Trustee, their respective Associates or the Network Operator (as applicable) own such Intellectual Property Rights as may exist in the Application Process Conditions, the Guidelines and the Disclosed Information.

Applicants, Consortium Members and their respective Associates are permitted to use and copy these Guidelines and the Disclosed Information for the sole purpose of considering the invitation set out in this Application Process and preparing and submitting an Application.

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## D.10 Others to be bound

An Applicant and each Consortium Member must ensure that each respective Associate to whom they supply these Guidelines and any Disclosed Information agrees to be bound by the Application Process Conditions and complies with the Application Process Conditions and any requirements under the Guidelines (as applicable).

This requirement will be set out in the Confidentiality and Disclaimer Deed Poll.

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## D.11 Continuing obligations

The obligations of an Applicant and each Consortium Member and their respective Associates under these Application Process Conditions survive the termination, expiration or conclusion of the Application Process.

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## D.12 Requirements of Application Process

Without limitation, each Applicant and each Consortium Member agree to be bound by the requirements set out in the Application Process Documentation with respect to participating in the Application Process.

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## D.13 Requests for clarification and further information

If a person finds any discrepancy or error, has any doubt as to the meaning or completeness of these Guidelines or the Application Process or requires clarification on any aspect of these Guidelines or the Application Process, they may notify EnergyCo in writing through the Q&A Process operated by EnergyCo in accordance with [Section 4.3.3](#) of these Guidelines, not less than 7 Business Days prior



to the relevant Closing Date and Time. EnergyCo may, at its discretion, make de-identified questions and clarifications available to all Applicants. EnergyCo may also publish an addendum to all Applicants, clarifying the discrepancy, error, doubt or query (as the case may be), and may extend the relevant closing date and time if EnergyCo considers it appropriate in all the circumstances.

EnergyCo reserves the right not to respond to any question or request, irrespective of when it is received.

No representation or explanation to Applicants as to the meaning by EnergyCo or its Associates of these Guidelines, or as to anything to be done or not to be done by the Applicant, will be taken to be included in these Guidelines unless it is contained in an addendum.

## Meetings with EnergyCo

Notwithstanding the above, EnergyCo may invite an Applicant, Consortium Member or any of their respective Associates to attend meetings with EnergyCo, its Associates or an Authority during the Application Process to discuss issues arising in relation to the preparation of an Application, the Project or the Application Process.

If EnergyCo requests a meeting (whether the meeting is with EnergyCo, its Associates or an authority):

- a) EnergyCo may prepare an agenda of items to be discussed
- b) the meetings will be conducted in accordance with all probity and other procedures and protocols advised by EnergyCo from time to time
- c) EnergyCo may decline to discuss any or all issues raised by the Applicant, Consortium Members or any of their respective Associates
- d) questions and responses at any meeting may, on behalf of EnergyCo, be recorded in writing or by any other means, copies of which may only be provided to the Applicant at EnergyCo's discretion.

Nothing that occurs at a meeting may be relied on by the Applicant, Consortium Members and their respective Associates unless subsequently confirmed in writing by EnergyCo.

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## D.14 Improper assistance

Applicants, Consortium Members and each of their respective Associates must not:

- a) seek or obtain the assistance of EnergyCo or its Associates in the preparation of an Application
- b) lobby or otherwise take action to influence the outcome of this Application Process other than as permitted by these Guidelines.

In addition to any other remedies available to it under Law or contract, including under the Guidelines, EnergyCo may, at its absolute discretion, immediately disqualify from participation in the Application Process an Applicant, Consortium Member or Associate of either of them that it believes has sought or obtained such assistance.

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## D.15 Conflict of interest

### Primary obligation in relation to conflicts of interest and notification requirements

An Applicant and each Consortium Member must not, and must ensure that their respective Associates do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between EnergyCo and the Applicant's or Consortium Member's interests during the Application Process.

Subject to and in accordance with Section 4 of these Guidelines, all notifications required to be made by Applicants and Consortium Members to EnergyCo under this Appendix or otherwise in relation to a conflict of interest must be made using through the Q&A process in the Data Room.

If any of the following arises with respect to the Application Process or the Project:

- a) actual, potential or perceived conflict of interest
- b) fact, matter or thing that may have an adverse effect on the Application Process, probity or perception of probity

then the Applicant or Consortium Member (as relevant) must:

- a) promptly notify EnergyCo of the actual, potential or perceived conflict of interest or adverse effect
- b) provide sufficient detail to EnergyCo as to the nature and extent of the conflict of interest or adverse effect, including any information reasonably requested by EnergyCo in relation to the conflict of interest
- c) take any steps that EnergyCo reasonably requires to address the conflict of interest or adverse effect.

### Conflicts of interest between Competing Applicants

Each Applicant and each Consortium Member acknowledges and agrees:

- a) that except as may be consented to by EnergyCo in writing (and at its absolute discretion), the Applicant or Consortium Member (as applicable) is not and must not become a member of, or otherwise be involved with, a Competing Applicant
- b) to immediately notify EnergyCo if it receives confidential information about a Competing Applicant (such notice to include the nature and extent of the confidential information)

- c) that EnergyCo has the right to exclude the Applicant and/or individual Consortium Members from the Application Process for breach of Section 11.16.

### **Conflicts of interest regarding Associates**

In addition to the primary obligation of Applicants and Consortium Members above in this Appendix, EnergyCo may at any time during an Applicant's or Consortium Member's participation in the Application Process request a list of any or all of an Applicant's or Consortium Member's current:

- a) debt or equity providers
- b) third-party suppliers
- c) third-party subcontractors
- d) Associates.

The Applicant must provide the list or lists requested within 2 Business Days of any such request by EnergyCo.

Each Applicant and each Consortium Member acknowledges and agrees that no Associate may be an Associate with respect to both the Applicant and any Competing Applicant or both the Applicant and any of EnergyCo or its Associates unless:

- a) the Applicant has first notified EnergyCo of that fact
- b) the Applicant has received written consent from EnergyCo to the relevant person being an Associate for both the Applicant and the Competing Applicant or EnergyCo
- c) the Applicant has provided written confirmation to EnergyCo that all necessary protocols are in place in relation to information and personnel separation and ringfencing (for example, information barriers) that would reasonably be expected for persons participating in a process of this nature (conflict protocols)
- d) EnergyCo has confirmed that such conflict protocols have been implemented by the relevant parties to EnergyCo's satisfaction.

If at any time EnergyCo rejects the conflict protocols or the affected Applicant and/or Associate fails to observe such agreed arrangements, then EnergyCo reserves the right (without limitation to any other discretion or action, including pursuant to the Guidelines) to terminate the Applicant's or any Consortium Member's further participation in the Application Process.

### **Conflict of interest between EnergyCo and an Applicant**

In addition to the primary obligation of Applicants and Consortium Members above in this Appendix, an Applicant or Consortium Member must promptly notify EnergyCo of any relationship it or its Associate, including any Consortium Member, may have with any entity involved or connected with the Project or the administration of the Application Process; any experts, consultants or advisers appointed by EnergyCo for the purpose of assessment during the Application Process; and any entity involved in the New South Wales (NSW) Electricity Infrastructure Roadmap.

EnergyCo may, at its absolute discretion, decide not to assess or continue to assess an Application if EnergyCo believes that the Application was prepared (whether in whole or in part) by an Associate of an Applicant, where that Associate:

- a) is or was an Associate of, or otherwise engaged by, EnergyCo at any time during the 12 months immediately preceding the Application Commencement Date
- b) is involved in the management of the Application Process or the preparation of any of the Application Process Documentation or Project Documents at any time.

Before the Closing Date and Time for Part 2 Submissions, an Applicant or Consortium Member may request permission from EnergyCo to have an Associate described above contribute to or participate in the Application Process and/or preparation of an Application. Where an Applicant or Consortium Member makes such a request, EnergyCo may, at its absolute discretion, at any time:

- a) grant permission, whether with or without such conditions as EnergyCo thinks fit
- b) refuse permission.

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## D.16 No anti-competitive conduct

Applicants, Consortium Members and their respective Associates must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other person in relation to:

- a) any aspect of the Project
- b) the preparation or submission of an Application or the Application of a Competing Applicant
- c) the assessment and clarification of an Application or the Application of a Competing Applicant
- d) the conduct of negotiations between EnergyCo and the Applicant or a Competing Applicant with respect to the Application Process.

For the purposes of this Appendix, collusion, anti-competitive conduct or any other similar conduct may include access or seeking access to disclosure, exchange and clarification of information, whether or not such information is confidential to EnergyCo, any Competing Applicant or any person or organisation.

Without limiting the foregoing, each Applicant and its Consortium Members each acknowledge and agree that it must not attempt to obtain any advantage for itself by seeking information other than through the means set out in the Application Process Documentation or by attempting to influence any Associate of EnergyCo in relation to the Project through any means apart from communication in accordance with the Application Process Documentation.

In addition to any other remedies available to it under Law or contract, including under the Guidelines, EnergyCo may, at its absolute discretion, immediately disqualify an Applicant, a Consortium Member or any of their respective Associates if that Applicant, Consortium Member or

Associate (as applicable) has engaged in any collusion, anti-competitive conduct or any other similar conduct with respect to the Application Process.

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## D.17 Submitting an Application

An Application must meet the requirements for submission set out in these Guidelines.

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## D.18 Applicant structure, Consortium Members and Associates

Persons are permitted to form a consortium to deliver the Project and participate as an Applicant in the Application Process and submit a single Application.

The Applicant and each Consortium Member warrant that their Application accurately identifies the Applicant (including its corporate structure and the structure and membership of the Applicant), any Consortium Members and their respective Associates.

Applicants are required to nominate an Application Entity in accordance with the Applicant Eligibility Criteria (see Table 5). This section outlines the requirements for an Applicant depending on its structure.

### **Where the Application Entity is known and available to register to participate in the Application Process**

Following the announcement of the Application Process, where the Application Entity is established or incorporated prior to the Application Commencement Date (regardless of whether it is owned by a consortium or a single entity), then that Application Entity is the Applicant for the purpose of the Application Process.

### **Where the Application Entity is not available to register to participate in the Application Process**

Following invitations to Projects to participate in the Application Process, if an Application Entity is proposed but not established or incorporated, then:

- a) where no consortium ownership structure is proposed, the legal entity that submits an Application will be the Applicant for the purpose of the Application Process unless otherwise agreed with EnergyCo
- b) where a consortium ownership structure is proposed, those Consortium Members, as the Applicant, will be the Applicant for the purpose of the Application Process.

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## D.19 Change to Applicant structure, Consortium Members and Associates

The Applicant must notify EnergyCo promptly in writing of any change in:

- a) the structure of an Applicant, including any Consortium Member or Application Entity
- b) the appointment, termination or replacement of an Associate of the Applicant (such notice must include details of the nature of the appointment)
- c) the scope or terms of the appointment of an Associate of the Applicant.

All notifications required to be made by Applicants to EnergyCo under this Appendix or otherwise in relation to a change in Applicant structure must be made using the Q&A process through the Data Room.

Upon receipt of any notice pursuant to this Appendix, EnergyCo reserves the right (without limitation to any other discretion or action) to:

- a) take any further action required by EnergyCo, including providing any written acknowledgements as to the Applicant's structure or membership
- b) assess the relevant change in circumstances and elect to terminate the Applicant's or any Consortium Member's further participation in the Application Process
- c) invite the Applicant to amend its Application accordingly.

Without limiting the above, following an Application being made, changes to the Applicant's structure and/or to the 'Applicant Consortium Member' (as that term is defined in these Guidelines) must not be made without EnergyCo's consent.

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## D.20 Material disclosures

EnergyCo has received and will continue to receive advice and/or assistance from Assisting Entities in relation to these Guidelines, the Application Process and the Project.

The Assisting Entities are likely to be involved in assisting EnergyCo in assessing Applications.

Each Applicant and each Consortium Member acknowledges and agrees that it has been made aware of the matters outlined in this Appendix.

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## D.21 Applicants to perform own due diligence

The Applicant, Consortium Members and their respective Associates must carry out all relevant investigations, make their own review and assessment and examine and acquaint themselves with respect to:

- a) all aspects of the Project and the requirements of the Application Process
- b) the contents, completeness, accuracy, adequacy and correctness of the Disclosed Information
- c) all information that is relevant to the risks, contingencies, costs, procedures and other circumstances related to the Project, which could affect their decision to submit an Application or the nature or terms of an Application, without reliance on EnergyCo or any of its Associates.

Each Applicant and each Consortium Member acknowledges and agrees that, except where expressly stated otherwise, EnergyCo and its Associates have not verified the information contained in these Guidelines and the Disclosed Information, and such information should not be regarded as a substitute for the exercise of their own judgement by each Applicant, Consortium Member and their respective Associates.

The Applicant, Consortium Members and their respective Associates may not in any way rely upon a failure by EnergyCo or any of its Associates to provide any information. By participating in the Application Process, including by submitting any Application, the Applicant, Consortium Members and their respective Associates acknowledge and agree that they have not in any way relied upon information provided by EnergyCo or EnergyCo's Associates or upon a failure by EnergyCo or any of its Associates to provide information.

By submitting an Application, an Applicant, including each Consortium Member, is taken to have:

- a) read and understood the requirements of the Application Process Documentation
- b) made all reasonable enquiries, investigations and assessments of available information relevant to the risks, contingencies, costs, procedures and other circumstances relating to the Application Process and Project
- c) satisfied itself as to the correctness and sufficiency of its Application.

These Guidelines do not constitute legal or business advice and should not be relied on as a substitute for obtaining detailed advice about the invitation, Application Process, NEM, NER, EII Act, EII Regulation or any other applicable Laws, procedures or policies.

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## D.22 Applications commercial-in-confidence

EnergyCo will retain all Applications and may copy and distribute at any time Applications for the purpose of conducting the Application Process, including the negotiation and assessment of Applications, to support its due diligence and strategic risk assessment and to publish the terms of the Project Documents on a de-identified basis in accordance with NSW Government or legislative requirements.

Applications will otherwise be treated as confidential and will not be disclosed outside EnergyCo unless such disclosure is:

- a) required or permitted by Law or in the course of legal proceedings
  - b) requested by any authority
  - c) to the Assisting Entities or EnergyCo's insurers for any purpose described in this Appendix.
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## D.23 Use of Applications

The Applicant and each Consortium Member grant EnergyCo and its Associates an irrevocable, perpetual, non-exclusive, transferable, free-of-charge licence to use, reproduce, develop, communicate, modify or sub-license the whole or any part of any Application for the purposes of:

- a) assessing and negotiating Applications, supporting EnergyCo's due diligence and strategic risk assessment for the Application Process, and otherwise facilitating the Application Process or EnergyCo's rights and obligations under the EII Act and EII Regulation
- b) providing generalised learnings and improvements to any future Application Process, including any Guidelines and other Application Process Documentation, on a de-identified basis.

The Applicant and each Consortium Member warrant that they have the authority to grant the licence contemplated in this Appendix and that the exercise by EnergyCo or any person authorised by it in accordance with or as contemplated by the Application Process Conditions will not infringe the Intellectual Property Rights or rights of any person. The Applicant, including each Consortium Member, must indemnify EnergyCo against any Liability or Claim arising from any breach of the warranty in this Appendix.

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## D.24 No amendment

An Applicant or any Consortium Member may not amend its Application after it has been submitted unless invited or requested to do so by EnergyCo and subject to these Guidelines.

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## D.25 Withdrawal of Application

An Applicant or any Consortium Member must immediately notify EnergyCo in writing if it wishes to withdraw or revoke an Application that has been submitted. Upon receipt of such notification, EnergyCo will cease to consider that Application.



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## D.26 No requirement to return

Each Applicant and each Consortium Member acknowledges and agrees that EnergyCo will not be required to return the Application or any documents, materials, articles and information submitted by the Applicant as part of or in support of its Application.

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## D.27 No reimbursement of costs

Neither EnergyCo nor any of its Associates will be responsible for, and no Applicant or Consortium Member (including their respective Associates) is entitled to be reimbursed for, any expense, Liability, cost or loss incurred in connection with or related to considering the invitation, the preparation and submission of an Application or the participation in the final contract negotiation stage, including (without limitation) any costs incurred to attend meetings with EnergyCo or providing any further clarification requested by EnergyCo.

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## D.28 No publicity

Except to the extent required by Law or the binding requirement of a recognised stock exchange, an Applicant and its Consortium Members must not, and must procure that their Associates do not, make any public or media announcements or participate in or be a party to any media reports with respect to these Guidelines, the Application Process, the Project or an Application, including their involvement in the Application Process or the outcome of this Application Process, without EnergyCo's prior written consent in its absolute discretion.

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## D.29 Discretion of EnergyCo

Unless expressly provided to the contrary in the Application Process Conditions, EnergyCo may give, modify, withhold, withdraw, make or exercise any action, Approval, consent, decision or discretion or other function under the Application Process Conditions at EnergyCo's absolute discretion, whether subject to conditions and at any time.

Each Applicant, Consortium Member and their respective Associates acknowledge and agree to EnergyCo's right, at EnergyCo's absolute discretion, to:

- a) reject, refuse or cease to consider or accept any Application that does not comply with the requirements of these Guidelines or that is otherwise incomplete
- b) suspend or terminate the Application Process

- c) elect not to further assess any Application that fails to satisfy the Eligibility Criteria or Merit Criteria
- d) reject or accept any Application, notwithstanding whether such Application is ranked higher than another Application
- e) allocate Access Rights to an Applicant that had or did not have the highest ranked Application based on the Eligibility Criteria or Merit Criteria
- f) accept or reject the whole or part of any Application to the extent, in the case of partial acceptance, that part of the Application is capable of such partial acceptance
- g) suspend or terminate a person's participation in the Application Process if EnergyCo forms the view that the person or their Associate has breached or not complied with the Application Process Documentation (for the avoidance of doubt, EnergyCo is not obliged to exclude an Applicant or any other person from continued participation in the Application Process in the event that an Applicant or any other person fails in whole or in part to comply with the Application Process Documentation)
- h) require, request, receive or accept (whether requested or not) additional information, material, clarification or explanation from any Applicant or Consortium Member at any time and that EnergyCo may, at its sole discretion, take such information, material, clarification or explanation into consideration in its assessment of an Application
- i) if additional information is required by EnergyCo pursuant to sub-paragraph (h) and not provided within the timeframe nominated by EnergyCo (if any), continue to assess the Application on the basis of the information available
- j) waive any or all (whether in whole or in part) of the obligations of an Applicant, Consortium Members or their respective Associates, or a Competing Applicant or its Associates under these Guidelines
- k) consider and accept an Application regardless of whether an Applicant, Consortium Member or any of their respective Associates has breached or not complied with any Application Process Conditions and despite the existence of departures from the Guidelines or technical specifications for the Project or Application Process Conditions
- l) vary or supplement any of the Application Process Conditions or other aspects of these Guidelines
- m) without limiting sub-paragraph (l), cancel, supplement, vary or amend the terms of any information, requirements, procedures, selection criteria and protocols relevant to the Application Process with regard to probity requirements and advice
- n) change the timing, order or Application of any phase or process in the Application Process
- o) supplement, remove, add to or vary any part of the Application Process
- p) accept or reject an Application submitted at any time after the relevant Closing Date and Time or submitted otherwise than in accordance with these Guidelines
- q) accept or reject any clarification question lodged by a person with respect to the Application Process after the time and date specified or otherwise in the manner specified in these Guidelines as the Closing Date and Time for such questions or requests
- r) extend any time or date specified in these Guidelines
- s) call for new Applications

- t) negotiate with any Applicant on any matter EnergyCo may determine, including allowing some Applicants to clarify, alter, amend, add to or change their Applications after the relevant Closing Date and Time without offering the same opportunity to all Applicants
- u) in evaluating any Application or selecting a Successful Applicant, consider:
  - i. the past performance and corporate history of any Applicant, Consortium Member or any of their respective Associates
  - ii. information concerning an Applicant, Consortium Member or their respective Associates that is in the public domain or obtained by EnergyCo or its Associates through its or their own investigations
  - iii. information provided by an Applicant in response to a particular assessment criterion for the purpose of evaluating other criteria
  - iv. any other matters arising from investigations, including probity investigations, by EnergyCo or its Associates, interviews with Applicants or Consortium Members or responses to clarifications by Applicants or Consortium Members  
without notifying the Applicant or Consortium Member (if applicable) of that information.
- v) appoint or decline to appoint any number of Successful Applicants or change Applicants or Successful Applicants at any time
- w) require one or more of the Applicants to make a 'best and final offer'
- x) withdraw, cancel or modify (substantially or otherwise) the Project or any part of the Project
- y) having regard to probity matters, if any, change the Application Process in any way it sees fit and commence a new Application process in relation to the CWO REZ Access Rights on a similar or different basis to that outlined in these Guidelines
- z) require the Applicant or any Consortium Member to provide a performance security or guarantee in accordance with the Access Payment Deed
- aa) otherwise take any such other action as it considers appropriate in relation to the Application Process
- bb) not attribute any reasons for any actions or decisions taken, including with respect to the exercise of any or all of the abovementioned rights and discretions.

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## D.30 EnergyCo right to impose additional requirements

Without limiting EnergyCo's discretion, the Applicant, their Consortium Members and their respective Associates acknowledge and agree that EnergyCo may impose additional obligations, including by:

- a) issuing Addenda to these Application Process Conditions
- b) requiring the execution of confidentiality and process arrangements

- c) issuing further procedures and timetables to the Applicant or any Competing Applicant and requiring the Applicant or any Competing Applicant to comply with the further procedures and timetables provided.

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## D.31 Material change in circumstance

The Applicant must notify EnergyCo promptly in writing:

- a) of any event that may affect or have an impact on the financial position or capacity of the Applicant or any Consortium Member or the ability of the Applicant or Consortium Member to continue to participate in the Application Process or comply with the Application Process Conditions
- b) of any circumstances that may affect the completeness, accuracy, adequacy or correctness of any of the information provided in, or in connection with, the Application or the Applicant's or any Consortium Member's participation in the Application Process
- c) if, after lodgement of its Application, there is a change in control (as that term is defined in Section 9 of the *Corporations Act 2001* (Cth) of the Applicant or any Consortium Member.

Upon receipt of any notice pursuant to this Appendix, EnergyCo reserves the right (without limitation to any other discretion or action) to:

- a) assess the change and terminate the Applicant's or any Consortium Member's further participation in the Application Process
- b) invite the Applicant to amend its Application accordingly.

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## D.32 Entry into Project Documents

EnergyCo and the SFV are under no obligation to enter into any Project Documents with any Applicant or any other person, and EnergyCo is under no obligation to allocate Access Rights with respect to a Project.

Prior to conditional allocation of Access Rights, EnergyCo will finalise the Project Documents for execution. Where requested by EnergyCo, the Applicant and their Associates must use reasonable endeavours and provide all reasonable information and assistance to EnergyCo to finalise the Project Documents.

The conditional allocation of Access Rights does not constitute an acceptance of the Application submitted by the Successful Applicant. An Applicant (including a Successful Applicant) is not considered to hold an Access Right until the Project Documents are duly executed and EnergyCo has registered the Access Right on the Access Rights Register.

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## D.33 Debriefing and disclosure

At its discretion, EnergyCo may, but is under no obligation to, debrief any unsuccessful Applicant and any Consortium Member as to EnergyCo's assessment of that Applicant's Application. Any such debriefing will focus solely on the Applicant's Application and will not reveal any information that may compromise the Application Process or any future Application Process, including any participants therein.

EnergyCo is under no obligation to provide any reason for not allocating Access Rights to an Applicant. EnergyCo is under no obligation to disclose to any Applicant, any Consortium Member or any of their respective Associates any discussions or negotiations EnergyCo has had with any other Applicant or any amendments, additions or other changes EnergyCo has allowed any other Applicant to make to its Application, and EnergyCo is not obliged to enter into similar discussions or negotiations with the Applicant or allow or require amendments, additions or changes to be made to its Application.

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## D.34 Addenda

Each Applicant, including each Consortium Member, agrees that:

- a) at any time during the Application Process, EnergyCo may, at its discretion, amend these Guidelines and the Application Process Conditions by issuing an addendum
- b) from the date that an addendum is uploaded to the Data Room, the addendum will be taken to be part of the Application Process Documentation
- c) the Applicant must prepare its Application to take into account and reflect the content of any such addendum.

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## D.35 Price basis, language and metric units

All costs and prices stated in an Application must be in Australian dollars and exclude GST (where applicable). EnergyCo will not accept Applications that contain costs and prices that are subject to variation because of fluctuations in currency exchange rates. Applicants are required to accept the risk of fluctuations in currency exchange rates.

Applications and all communication with EnergyCo must be in English. All dimensions and units on plans and drawings and all references to measurements must be in metric units.

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## D.36 Severability

If any provision of the Application Process Conditions is held to be invalid, unenforceable or illegal for any reason, the Application Process Conditions shall remain in full force and effect apart from such provision, which shall be deemed deleted only to the extent required to remedy such invalidity, unenforceability or illegality.

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## D.37 Communication

Communication from the Applicant and/or any Consortium Member to EnergyCo will be managed (as applicable) through the Data Room and subject to these Guidelines and probity requirements. Communication or notifications to EnergyCo must be made (as applicable) through the Q&A Process, through the Data Room unless otherwise notified by EnergyCo during the Application Process. For the avoidance of doubt, the submission of an Application in accordance with [Section 3](#) does not constitute a communication to EnergyCo for the purposes of this Appendix.

The Applicant and any Consortium Member acknowledge and agree that they will not, and that they will ensure that their Associates do not, make contact with EnergyCo or any of its Associates to make enquiries of, discuss or make any disclosures with respect to any aspect of the Project or the Application Process other than in accordance with these Guidelines.

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## D.38 Probity and confidentiality obligations

It is a condition of any Applicant's and each Consortium Member's participation in the Application Process that the Applicant and each Consortium Member make the commitments in relation to probity and confidentiality as set out in the Guidelines and that they comply with those commitments in their conduct pursuant to and for the duration of the Application Process, except for any confidentiality obligations, which are ongoing and will extend beyond this Application Process.

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## D.39 Governing Law

These Guidelines and the Application Process are governed by applicable Laws in NSW. Each Applicant and Consortium Member must comply with all relevant Laws and Approvals in preparing and submitting an Application and in taking part in the Application Process.

# Appendix E: Summary of Project Documents and ESCD

## Project Development Agreement

The Project Development Agreement (PDA) is the agreement between the Access Right Holder and EnergyCo. It imposes obligations on the Access Right Holder regarding the development, construction and operation of its Project, compliance with social licence commitments and reporting obligations. This summary is based on the template version of the Project Development Agreement to be published on EnergyCo's website in April 2024.

Table 14: Project Development Agreement summary

Topic	Details
Purpose	The purpose of the Project Development Agreement (PDA) is to regulate the Access Right Holder's performance on a Project that has received Access Rights.
Term	The PDA commences on execution, shortly before the allocation of Access Rights, and ends on the expiry of the Access Rights, unless terminated earlier (see below).
Project details	The Access Right Holder must comply with the specified project details, including resource type, Maximum Capacity and Project Characteristics.  Changes require EnergyCo Approval in accordance with the Access Scheme Declaration.
Project commitments	The Access Right Holder must develop, construct, operate and maintain the Project.
Project program	The Access Right Holder must achieve certain milestones by specified dates, subject to extensions of time. The milestones include the Application to connect, Financial Close and Commissioning Readiness.  With some exceptions, the Access Right Holder is entitled to extensions of time for events not within its reasonable control, including changes in the

Topic	Details
	Law, an EnergyCo breach and delays by the Network Operator. Extensions to the Financial Close sunset date milestone are limited to a total of 2 years.
Social licence	The Access Right Holder must comply with and report on its Social Licence Commitments.
Cumulative impacts	The Access Right Holder must reasonably minimise and report on the contribution of the Project to cumulative impacts within the Central-West Orana REZ, including on workforce accommodation, environmental infrastructure, transportation and logistics, social services and community development.
Model Access Right Holder Commitment	The Access Right Holder must act in a manner consistent with the Model Access Right Holder Commitment, which includes commitments in relation to engagement, benefit sharing, environmental social and governance principles, in performing its obligations under the PDA.
Network infrastructure	<p>There is no commitment by EnergyCo to ensure that the network infrastructure (Access Rights Network) is constructed or available to the Access Right Holder or that the Access Right Holder is connected to the network infrastructure.</p> <p>The Access Right Holder may terminate if the Project Deed is terminated.</p>
Changes to network infrastructure	<p>The process for material changes to the Access Right Holder’s Key Project Equipment that may require a change to the Access Rights Network or have an impact to other access right holders includes:</p> <ol style="list-style-type: none"> <li>a) the Access Right Holder notifying EnergyCo if it proposes any changes to the Key Project Equipment, which it reasonably considers are material changes.</li> <li>b) EnergyCo will request the Network Operator to carry out an assessment of the impact of the proposed change.</li> <li>c) Where the Network Operator identifies that there are no impacts on the Access Rights Network, EnergyCo may notify the Access Right Holder that it approves the proposed change.</li> <li>d) Where Network Operator identifies that there is an impact on the Access Rights Network, EnergyCo must request a change proposal from the Network Operator under the Project Deed.</li> <li>e) If the Network Operator’s change proposal identifies impacts on other access right holder(s), EnergyCo will consult the Access Right</li> </ol>



Topic	Details
	<p>Holder, the Network Operator and other impacted access right holders. EnergyCo then notifies the Access Right Holder if it approves the change to Key Project Equipment.</p> <p>Following the above process and any resulting amendments to the proposal, if the Access Right Holder accepts the Network Operator’s change proposal, the Access Right Holder is responsible for the resulting costs (including of those other access right holders due to the proposed change to the Key Project Equipment).</p>
Termination by EnergyCo	<p>EnergyCo may terminate if:</p> <ul style="list-style-type: none"> <li>a) the Access Right Holder fails to achieve Financial Close or Commissioning Readiness by the specified date, subject to extensions of time and a cure regime</li> <li>b) the Access Right Holder is in default, subject to a cure regime</li> <li>c) the Access Right Holder is in financial default and does not remedy within 10 business days</li> <li>d) the Access Right Holder is insolvent and does not remedy this within 5 business days</li> <li>f) the ESCD is terminated or expires and is not replaced.</li> </ul>
Termination by Access Right Holder	<p>The Access Right Holder may terminate if:</p> <ul style="list-style-type: none"> <li>1. EnergyCo fails to comply in a material respect with its obligations under the PDA</li> <li>2. the Project Deed is terminated</li> <li>3. The Access Right Holder terminates the ESCA due to Network Operator default or insolvency.</li> </ul>
Cross-termination	<p>The PDA automatically terminates if the Access Payment Deed terminates.</p> <p>EnergyCo may terminate if the Energy Supplier Connection Deed terminates or expires and is not replaced.</p>
Indemnities	<p>The Access Right Holder indemnifies EnergyCo for:</p> <ul style="list-style-type: none"> <li>a) a criminal or fraudulent act or omission, wilful misconduct or breach, or gross negligence (uncapped)</li> <li>b) death or personal injury (uncapped)</li> <li>c) any third-party Claim in relation to the Project or the Access Right Holder’s act or omission (capped).</li> </ul>

Topic	Details
Liabilities	<p>The Access Right Holder and EnergyCo have no Liability for consequential loss.</p> <p>The Access Right Holder’s aggregate Liability is capped at \$1 million per event and \$2 million per annum, except with respect to Liability under the general indemnity for third party claims where the liability cap is \$5 million per event and \$10 million per annum.</p> <p>EnergyCo’s aggregate Liability is capped at \$1 million per event and \$2 million per annum.</p> <p>Carve-outs apply for:</p> <ul style="list-style-type: none"> <li>a) express payment obligations</li> <li>b) liability under indemnities, excluding the Access Right Holder’s general indemnity with respect to third-party Claims</li> <li>c) a criminal or fraudulent act or omission, or wilful misconduct or breach</li> <li>d) breach of confidentiality</li> <li>e) amounts recoverable under insurance.</li> </ul>
End of scheme	<p>The Access Right will automatically expire if the Access Scheme expires, the PDA is terminated for any reason or the Access Right Holder reduces its Maximum Capacity under the Access Right to zero.</p>

## Access Payment Deed

The Access Payment Deed is between the Applicant and the SFV. The Access Payment Deed includes the obligations of the Access Right Holder to pay Access Fees, provide security bonding and pay termination amounts.

Note that the Access Payment Deed will be provided as a consultation draft for feedback with a final template expected to be provided to Successful Applicants for execution in mid-2024.

Table 15: Details regarding the Access Payment Deed

Topic	Details
Purpose	<p>The purpose of the Access Payment Deed is to require the payment of Access Fees and the provision of security for those fees.</p>

Topic	Details
Term	The Access Payment Deed commences on execution, shortly before the allocation of Access Rights, and ends on termination.
Access Fee payment	<p>Access Right Holder must pay Access Fees from the earlier of Commissioning Readiness (release from hold point 0) or the date the Network Operator is ready to commission the Access Right Holder's Project (Access Fee Payment Date) until the expiry of the Access Scheme or termination of the Payment Deed, whichever is earlier.</p> <p>The Access Fee Determination specifies when certain components of Access Fees are payable and how Access Fees can be adjusted.</p>
Security	<p>The Access Right Holder must provide security in the form of bank guarantees.</p> <p>The Scheme Financial Vehicle (SFV) can increase security when the Access Fees increase. The SFV will decrease operations security only if the Access Fees decrease.</p>
Network infrastructure	There is no commitment by the SFV to ensure that the network infrastructure (Access Rights Network) is constructed or available to the Access Right Holder or that the Access Right Holder is connected to the network infrastructure.
Termination by SFV	<p>The SFV may terminate if the Access Right Holder:</p> <ul style="list-style-type: none"> <li>a) fails to provide any security (no cure period)</li> <li>b) is in financial default, subject to a 10 Business Day cure period</li> <li>c) is in non-financial default, subject to a 20 Business Day cure period</li> <li>d) is insolvent and does not remedy.</li> </ul>
Cross-termination	The Access Payment Deed automatically terminates if the Access Payment Deed terminates or Access Rights expire.
Termination payment	<p>The Access Right Holder must make a termination payment to the SFV on termination, other than when the termination is due to the termination of the PDA by the Access Right Holder for default or insolvency.</p> <p>The termination payment is the full value of the security held prior to commercial operation and the net present value of the Access Fees,</p>

Topic	Details
	<p>excluding the base fee and Centralised System Strength fee, after commercial operation.</p> <p>The SFV must reimburse the Access Right Holder if it later recovers costs within 2 years.</p>
Indemnities	<p>The Access Right Holder indemnifies the SFV for:</p> <ul style="list-style-type: none"> <li>a) a criminal or fraudulent act or omission, wilful misconduct or breach, or negligence (uncapped)</li> <li>b) death or personal injury (uncapped)</li> <li>c) any third-party Claim in relation to the Project or the Access Right Holder’s act or omission (capped).</li> </ul>
Liabilities	<p>The Access Right Holder and SFV have no Liability for consequential loss.</p> <p>The Access Right Holder’s aggregate Liability is capped at \$5 million per event and \$10 million per annum.</p> <p>The SFV has no Liability to the Access Right Holder.</p> <p>Carve-outs apply for:</p> <ul style="list-style-type: none"> <li>a) express payment obligations</li> <li>b) liability under indemnities, excluding the Access Right Holder’s general indemnity</li> <li>c) a criminal or fraudulent act or omission, or wilful misconduct or breach.</li> </ul>
End of Scheme	<p>The Scheme automatically terminates if Access Rights expire.</p>

## Energy Supplier Connection Deed

The Energy Supplier Connection Deed (ESCD) is an agreement between the Network Operator and the Access Right Holder. The purpose of the ESCD is to provide obligations for the Network Operator to provide connection assets and services (see Table 16). The ESCD will be the connection agreement which the Network Operator and Access Right Holder is required to enter into under the NER. Access Right Holders will have the opportunity to negotiate the ESCD with the Network Operator in accordance with the NER.

Table 16: Details regarding the Energy Supplier Connection Deed

Term	Purpose
Purpose	The purpose of the Energy Supplier Connection Deed (ECSD) is to enable and regulate the connection of the Project to the network infrastructure.
Term	The ECSD commences on the Network Operator’s Financial Close and upon notice to proceed by the Access Right Holder. It expires at end of the specified term( subject to negotiation for extension).
Connection Application	Records the status of Access Right Holder’s connection Application. Provisions relating to connection of Access Right Holder’s Project do not apply unless and until an offer to connect has not been made and accepted in accordance with the NER.
Network infrastructure	The Network Operator must construct the relevant parts of the network infrastructure so that they are capable of providing the relevant transmission services to the Access Right Holder.
Commissioning	<p>The parties are required to commission their assets and coordinate. The principles of the ‘slot-based’ commissioning will be detailed.</p> <p>The Access Right Holder must achieve Commissioning Readiness before the Network Operator is required to connect the Access Right Holder’s Project and energise it.</p>
Coordination	There are general requirements for the parties to coordinate with each other, including the coordination group. Each party must use reasonable endeavours to achieve certain interface milestones by the specified dates.
Connection	<p>The Network Operator must connect the Access Right Holder’s Project and provide the relevant transmission services. The capability of the network infrastructure is non-firm.</p> <p>The Access Right Holder must not exceed the specified maximum capability (based on rating of connection), the maximum capacity (based on Access Rights) or the actual capacity of the network infrastructure.</p> <p>The Access Right Holder receives reports on the Network Operator’s performance regime.</p> <p>The Network Operator must only connect Projects in accordance with their Access Rights.</p>

Operations and maintenance	Each party must operate and maintain its assets. Each party must ensure that its assets comply with applicable performance standards. The parties must coordinate outages.
Charges	The Access Right Holder must pay charges for technical support services (e.g. repeat modelling including AEMO charges). Other charges not currently expected as costs are covered by the Access Fees.
Variations to network infrastructure	<p>The Network Operator may vary the network infrastructure, provided it is still able to provide the relevant transmission services. Additional restrictions apply to the specified Network Operator assets that interface with the Access Right Holder’s assets.</p> <p>The Access Right Holder can request variations to the network infrastructure. The parties must negotiate the variations in good faith. The Network Operator is only required to implement variations permitted by EnergyCo.</p>
Disconnection	<p>The Network Operator may disconnect the Project:</p> <ul style="list-style-type: none"> <li>a) if entitled under the Law or if necessary to comply with the Law</li> <li>b) in an emergency</li> <li>c) to prevent or minimise material adverse effects of the Access Right Holder’s non-compliance</li> <li>d) if required by EnergyCo under the Electricity Infrastructure Investment Regulation 2021 (NSW)</li> <li>e) if the Access Right Holder ceases to hold the required Access Rights</li> <li>f) if the Access Right Holder fails to pay and does not remedy within 15 Business Days.</li> </ul>
Termination by the Network Operator	<p>The Network Operator may terminate if:</p> <ul style="list-style-type: none"> <li>a) the Access Right Holder’s event of default is not remedied within the relevant remedy period</li> <li>b) the Access Right Holder does not provide a cure plan for an event of default within the relevant period</li> <li>c) the Access Right Holder is insolvent.</li> </ul>

<p>Cross-termination</p>	<p>The ESCD terminates if the Access Right Holder no longer holds the required Access Rights.</p> <p>Either party may terminate if the Network Operator’s Project Deed is terminated and the ESCD is not novated to a replacement Network Operator.</p>
<p>Indemnities</p>	<p>Each party indemnifies for personal injury and property damage caused by it.</p>
<p>Liabilities</p>	<p>Each party’s Liability for consequential loss, including loss of revenue, will be excluded (subject to specific carve outs).</p> <p>Each party’s aggregate Liability during the construction phase and annual aggregate Liability during the operations phase will be capped at a specified amount (subject to carve outs).</p>
<p>Financiers’ tripartite deed</p>	<p>Access Right Holder will enter into a financiers’ tripartite deed with Network Operator’s financiers in a specified form.</p> <p>If applicable, Network Operator will enter into a financiers’ tripartite deed with Access Right Holder’s financiers in a specified form.</p>

# Appendix F: Central-West Orana REZ Access Fees and Bonding

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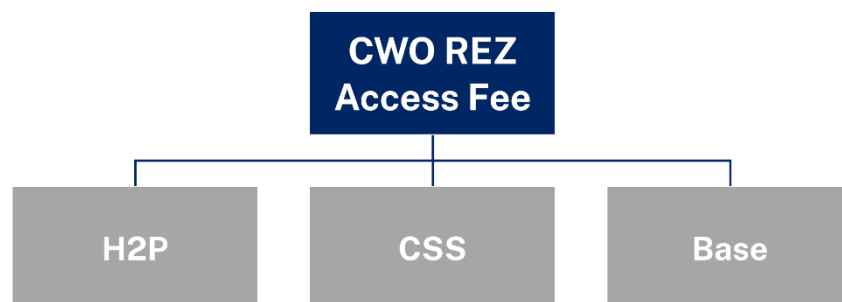
## Access Fees

Central-West Orana REZ Access Right Holders will be charged a fee made up of three components: H2P generator contributions, Centralised System Strength (CSS) generator contributions and a base charge (which includes fees to fund community benefit sharing and employment initiatives in the REZ, the Central-West Orana Access Scheme administration and a contribution to the shared network referred to as the Access Rights Network). This can be viewed in Figure 8.

Under the EII Act, the Consumer Trustee is required to determine the Access Fee for Access Right Holders in the Central-West Orana REZ. Where relevant, EnergyCo will provide price information from the Project Deed to assist the Consumer Trustee in making its Access Fee Determination.

More details on Access Fees and the Access Fee Determination can be found on the Central-West Orana REZ Access Fee Guidelines which will be available the week of 8 April 2024 at AEMO Services website.

Figure 8: Components of the Central-West Orana Renewable Energy Zone (Central-West Orana REZ) Access Fee



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## Bonding

H2P development proceeds in lockstep with the core network infrastructure to ensure economies of scale and accelerate timelines for delivery. However, due to this, Access Right Holders will be required to demonstrate financial commitment to the H2P being delivered for their Projects earlier than generally would be expected for the delivery of connection infrastructure. Specifically, Access



Right Holders are required to provide significant bonding to reflect the costs being incurred with respect to H2P prior to the Projects reaching Financial Close. Bonding is based on H2P costs incurred and/or forecast to be incurred and is required to cover risk exposure to the SFV (on behalf of the consumers) for development costs on specific H2Ps, which are not recoverable from Access Fees in the event that a Project is unsuccessful in delivering its project.

The final details, including the quantum, timing and specific mechanics of the security bonds, will be contained in the final basis of costs and will be formalised through the Access Payment Deed. The final Access Payment Deed and final basis of costs will be released to the Applicants during this process. An Applicant is expected to demonstrate its financial capacity and capability to provide bonding as part of its response to Merit Criteria 4 in its Application.

The remainder of this section provides a high-level overview of the different forms of security bonding required for Central-West Orana REZ Access Rights.

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## Bonding structure

Table 17 provides a summary of the bonding structure for Central-West Orana REZ Projects.

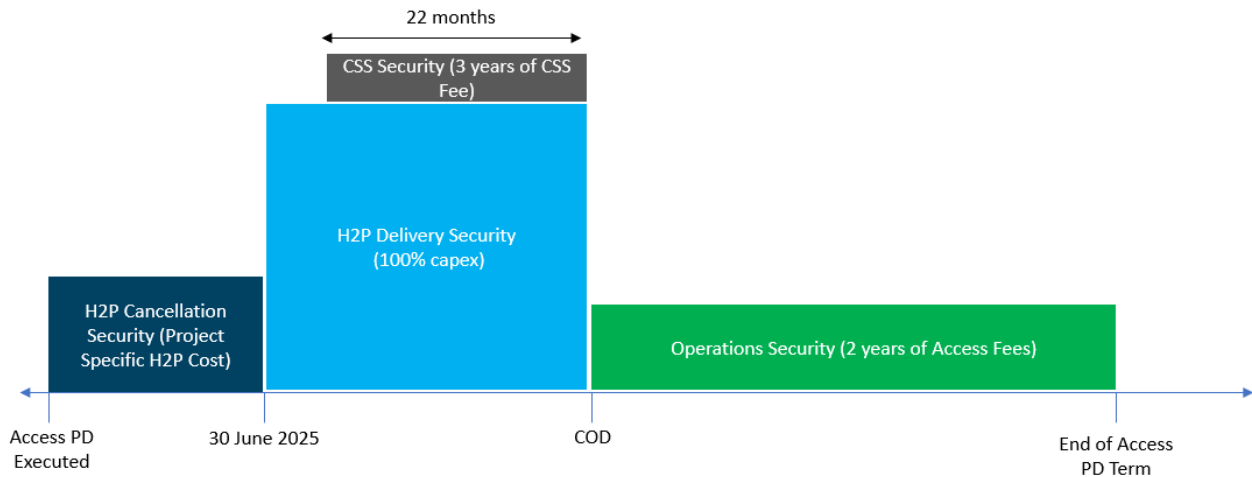
Table 17: Summary of the Bonding Structure for Central-West Orana REZ Projects

Bonding type	Bonding required
Centralised system strength (CSS) security	Equal to 3 years of the CSS fee, commencing 22 months prior to COD and in place until COD.
Hub-to-Project (H2P) cancellation security	Project-specific H2P costs aligned with the cost exposure of consumers, provided within 20 days of signing the Access Payment Deed until 30 June 2025.
H2P delivery security	Equal to 100% of the total H2P costs and replaces the H2P cancellation security within 10 Business Days after 30 June 2025.
Operations security	Equal to 2 years of Access Fees and replaces the H2P delivery security and CSS security within 10 Business Days after Commercial Operations.

These securities will be called upon at different times during the construction and life of each Central-West Orana REZ project stage. Figure 9 illustrates, at a high level, the stages of bonding required.

EnergyCo will provide updated inputs to be used in the Access Fees and bonding calculator previously shared by the Consumer Trustee, so Projects understand their latest Access Fees and bonding.

Figure 9: Stages of bonding for Central-West Orana Renewable Energy Zone Projects



## Letters of comfort

Development costs are proposed to be incurred by EnergyCo prior to the allocation of Access Rights and construction of the H2P and CSS assets. During the assessment of Applications, Applicants may be required to provide letters of comfort from financial institutions to demonstrate their ability to provide bonding up to the maximum bonding amounts. The SFV may seek banks to provide unconditional, credit-approved letters confirming their intention to enter into bonding arrangements at the times and in the amounts outlined in Table 17 and Figure 9.

## Forms of security bonds

The quantum of security bonding will be set on a per Project basis. The bonding must be:

- In the form of unconditional guarantee or bond issued by an APRA supervised Financial Institution (Australian branch of an Authorised Deposit-Taking Institution (ADI) or APRA supervised Insurance company).
- have an Acceptable Credit Rating of least A- by Standard & Poor or A3 Moody's, or if both of those agencies cease to operate or give ratings of the kind referred to above, an equivalent rating from another reputable ratings agency acceptable to SFV (acting reasonably).
- Capable of being drawn in Sydney.