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Access Fee Determination Central-West Orana Renewable Energy Zone

[Access Right Holder] (as defined in the Access Payment Deed)

[Project] (as defined in EnergyCo's Access Rights Register)

Made under the *Electricity Infrastructure Investment Act 2020* (NSW)

[Date]

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1 Introduction

1.1 Access Fees

- (a) In accordance with section 26 of the EII Act, this Determination sets out the Access Fees determined by the Consumer Trustee that are payable by the Access Right Holder to the Scheme Financial Vehicle to connect the Project to the Access Rights Network, which are set out in the Access Fee Schedule.
- (b) The Access Fee Schedule forms a part of this Determination.
- (c) The Access Fees set out in the Access Fee Schedule include escalation at 2.5% per annum, compounded quarterly.
- (d) The Consumer Trustee may vary the Access Fee Schedule in accordance with section 3 (“Variation Process”) and revise the Access Fee Schedule in accordance with section 4 (“Revision to Access Fee Schedule”) of this Determination.

1.2 Access Fee Calculator

The Consumer Trustee has determined, and will determine any variations to, the Access Fees using the Access Fee Calculator (Project) in accordance with this Determination.

1.3 Payment of Access Fees

The Access Right Holder must pay the Access Fees for the Payment Term in accordance with the Access Payment Deed.

1.4 Access Fees exclusive of GST

- (a) Access Fees set out in the Access Fee Schedule are exclusive of GST.
- (b) If GST is payable, or notionally payable, on a supply made in connection with this Determination, then:
 - (i) this Determination and the Access Fees set out in the Access Fee Schedule remain valid; and
 - (ii) the payment, or notional payment, of GST will be in accordance with the Access Payment Deed.

2 Variation Events

A “**Variation Event**” is the occurrence of an event after the date of this Determination which results in a Changed Input Variable and gives rise to a change in the Access Fees.

2.1 Variation Event - Approved Maximum Capacity Change

- (a) An “**Approved Maximum Capacity Change**” occurs if the Infrastructure Planner approves a change to the Maximum Capacity in accordance with the Access PDA.
- (b) Subject to paragraph (d), an Approved Maximum Capacity Change may increase or decrease the Base Fee and CSS Fee.
- (c) The Changed Input Variable in the Access Fee Calculator (Project) is “**Maximum Capacity**”.
- (d) A decrease to the Base Fee and CSS Fee due to an Approved Maximum Capacity Change is limited to up to 5% of each of the Base Fee and CSS Fee.

2.2 Variation Event - H2P Capex Change

- (a) An “**H2P Capex Change**” occurs if one of the following events occurs that results in a change to the Total H2P Capex:
 - (i) “**Scope Change**” (Access Right Holder initiated): occurs if the Infrastructure Planner approves a change to Project Characteristics or Key Project Equipment proposed by the Access Right Holder in accordance with the Access PDA, which results in a change to the Total H2P Capex;

- (ii) **“Total H2P Capex Change”** (Infrastructure Planner initiated): occurs if the Revised Total H2P Capex is lower than the Total H2P Capex, due to a decrease to either:
 - (A) H2P Capex claimed by the Network Operator under the Project Deed with the Infrastructure Planner; or
 - (B) IP Fees expensed by the Infrastructure Planner; or
- (iii) **“Asset Sharing Event”** (Infrastructure Planner initiated): occurs if an additional party with an Access Right will use the same H2P Asset as the Access Right Holder and has provided the “H2P Delivery Security” in accordance with that additional party’s access payment deed.
- (b) An H2P Capex Change that is a Scope Change may increase or decrease the H2P Fee.
- (c) An H2P Capex Change that is a Total H2P Capex Change or Asset Sharing Event may only decrease the H2P Fee.
- (d) The Changed Input Variable for an H2P Capex Change in the Access Fee Calculator (Project) is **“Total H2P Capex”**.
- (e) A change to the Access Fees due to an H2P Capex Change can only occur before the Negative PAC Sunset Date.

[Note to CFGs: 30 June 2025 is the current “Negative PAC Sunset Date”, being the sunset date for pre-agreed scope changes in the Project Deed, and is also the date by which the full bonding for H2P (equal to 100% of Total H2P Capex) needs to be provided.]

2.3 Variation Event - CSS Capex Change

- (a) A **“CSS Capex Change”** occurs if one of the following events occurs that results in a change to the Total CSS Capex:
 - (i) **“System Strength Assessment Change”** (Access Right Holder initiated): occurs if the Network Operator conducts a system strength assessment of the Project [which comprises an Integrated Resource System] and the Infrastructure Planner approves a change to Project Characteristics proposed by the Access Right Holder in accordance with the Access PDA, which results in a change to the Total CSS Capex; or
 - (ii) **Total CSS Capex Change”** (Infrastructure Planner initiated): if the Revised Total CSS Capex claimed by the Network Operator under the Project Deed is lower than the Total CSS Capex and the decrease is more than 0.5% of the Total CSS Capex.
- (b) A CSS Capex Change may only decrease the CSS Fee.
- (c) The Changed Input Variable for a CSS Capex Change in the Access Fee Calculator (Project) is **“Total CSS Capex”**.
- (d) A change to the Access Fees due to a CSS Capex Change can only occur before the Negative PAC Sunset Date.

2.4 Variation Event - Connection Term Adjustment

- (a) A **“Connection Term Adjustment”** occurs if the term of the ESCD:
 - (i) is increased or decreased in accordance with the ESCD; or
 - (ii) where the ESCD is executed after this Determination, is different to the Payment Term included in the Access Fee Calculator (Project).
- (b) A Connection Term Adjustment may increase or decrease:
 - (i) the H2P Fee due to re-amortisation of the Total H2P Capex;
 - (ii) the CSS Fee; and
 - (iii) the Non-C&E Fee component only of the Base Fee.

- (c) The Changed Input Variable for a Connection Term Adjustment in the Access Fee Calculator (Project) is “**Payment Term**”.
- (d) A change to the Access Fees due to a Connection Term Adjustment can only occur before the Negative PAC Sunset Date.

2.5 Variation Event - Scheme Term Extension

- (a) A “**Scheme Term Extension**” occurs if the term of the Access Scheme is extended in accordance with the Access Scheme Declaration.
- (b) A Scheme Term Extension may require payment of the Base Fee to continue for the period of the relevant extension of the Access Scheme.

[Note to CFGs: Scheme Term Extensions that also causes a Connection Term Adjustment will be varied under section 2.4.]

- (c) The Changed Input Variable for a Scheme Term Extension in the Access Fee Calculator (Project) is “**Scheme End Date**”.

3 Variation Process

This section 3 applies if:

- (a) the Consumer Trustee has been notified by the Access Right Holder or the Infrastructure Planner that a Variation Event has occurred; or
- (b) the Consumer Trustee otherwise becomes aware that a Variation Event has occurred and has received confirmation from the Infrastructure Planner that the Variation Event has occurred.

[Note to CFGs: The Access PDA will contain obligations on the ARH and EnergyCo to notify the CT where a Variation Event is triggered.]

3.1 Information required by the Consumer Trustee

- (a) Where one or more Variation Events occur, the Consumer Trustee requires the following information in order to vary the Access Fees:
 - (i) details of the relevant Variation Event(s), including details of the document and contractual process under which the Changed Input Variable(s) resulted;
 - (ii) the Variation Date;
 - (iii) the Changed Input Variable(s); and
 - (iv) any other information required under the EII Act and any guidelines issued by the Consumer Trustee (if applicable).
- (b) The Consumer Trustee may:
 - (i) request that the Access Right Holder, the Infrastructure Planner and/or the Network Operator provide any information it requires under paragraph (a) and any further information relating to the relevant Variation Event(s); and
 - (ii) take any steps it reasonably considers necessary to verify the occurrence of, or accuracy of information it received relating to, the relevant Variation Event(s).

3.2 Variation of Access Fees

If the Consumer Trustee has received all information it requires under clause 3.1 (“Information required by the Consumer Trustee”), then, in accordance with the requirements of the EII Act and having regard to any guidelines issued by the Consumer Trustee (if applicable), the Consumer Trustee must:

- (a) vary or re-amortise the Access Fee (as relevant) by using the Access Fee Calculator (Project) immediately prior to the Variation Date and substituting in the relevant Changed Input Variables; and

- (b) issue to the Access Right Holder a revised Access Fee Schedule in accordance with section 4 (“Revision to Access Fee Schedule”).

4 Revision to Access Fee Schedule

4.1 Revised Access Fee Schedule

- (a) If the Consumer Trustee is required to revise the Access Fee Schedule under section 3.2 (“Variation of Access Fees”), then it must:
 - (i) provide the Access Right Holder with the revised Access Fee Schedule within 20 Business Days of receiving all information it requires under clause 3.1 (“Information required by the Consumer Trustee”);
 - (ii) ensure the revised Access Fee Schedule includes the Variation Date; and
 - (iii) provide a copy of the revised Access Fee Schedule to the Scheme Financial Vehicle and the Infrastructure Planner.
- (b) The Consumer Trustee may only revise the Access Fee Schedule under this Determination where, and to the extent, the Access Fee has been varied or re-amortised in accordance with section 3 (“Variation Process”).
- (c) The revised Access Fee Schedule forms a part of this Determination from the relevant Variation Date.

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5 Definitions

Term	Definition
Access Fee	Each fee set out in the Access Fee Schedule
Access Fee Calculator (Project)	The version of the Access Fee Calculator (Template) for the Project which contains: <ul style="list-style-type: none"> (a) input variables inserted by the Infrastructure Planner, and provided to the Consumer Trustee on <i>[insert date]</i>; and (b) where one or more Variation Events have occurred, the Changed Input Variables
Access Fee Calculator (Template)	The version of the “Access Fee Calculator” published by Consumer Trustee on <i>[insert date]</i> , available at <i>[insert link]</i>
Access Fee Schedule	The schedule of Access Fees annexed to, and part of, this Determination as Annexure 1 (“Access Fee Schedule”), including any revised schedule issued under section 4.1 (“Revised Access Fee Schedule”)
Access Payment Deed	The “Access Payment Deed” between the Scheme Financial Vehicle and the Access Rights Holder in respect of the Project
Access PDA	The “Access Project Development Agreement” between the Infrastructure Planner and Access Right Holder in respect of the Project
Access Right	As defined in the Access Scheme Declaration
Access Right Holder	A person that holds an Access Right granted under the Access Scheme Declaration, being the person identified on the cover page of this Determination
Access Rights Network	As defined in the Access Scheme Declaration
Access Scheme	The access scheme declared under the Access Scheme Declaration
Access Scheme Declaration	The declaration made by the Minister for Energy in accordance with s 24(1) of the EII Act under the <i>Renewable Energy Zone (Central-West Orana) Access Scheme Order 2022</i> on 19 December 2022 and published in the NSW Government Gazette on 23 December 2022, as amended from time to time in accordance with the Access Scheme Declaration
Approved Maximum Capacity Change	As defined in section 2.1 (“Variation Event - Approved Maximum Capacity Change”) of this Determination
Asset Sharing Event	As defined in section 2.2 (“Variation Event - H2P Capex Change”) of this Determination
Base Fee	As set out in the Access Fee Schedule
C&E Fee	Community and Employment Fee determined in accordance with section 26 of the EII Act as set out in the Access Fee Schedule
Central-West Orana REZ	The renewable energy zone declared under the CWO REZ Declaration
Changed Input Variables	The specified input variable used in the Access Fee Calculator (Project) which changes due to the occurrence of a Variation Event
Connection Term Adjustment	As defined in section 2.4 (“Variation Event - Connection Term Adjustment”) of this Determination
CSS Capex Change	As defined in section 2.3 (“Variation Event - CSS Capex Change”) of this Determination

Term	Definition
CSS Fee	As set out in the Access Fee Schedule
CWO REZ Declaration	The declaration made by the Minister for Energy under section 19 of the EII Act on 5 November 2021, as amended from time to time
EII Act	<i>Electricity Infrastructure Investment Act 2020</i>
ESCD	The “Energy Supply Connection Deed” between the Access Right Holder and the Network Operator in respect of the Project
GST	As defined in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
H2P Asset	As defined in the Access PDA
H2P Capex	The component of Total H2P Capex associated with costs claimed by the Network Operator under the Project Deed, as included in the Access Fee Calculator (Project)
H2P Capex Change	As defined in section 2.2 (“Variation Event - H2P Capex Change”) of this Determination
H2P Fee	As set out in the Access Fee Schedule
Infrastructure Planner	The infrastructure planner for the Central-West Orana REZ, being Energy Corporation of New South Wales as appointed under the CWO REZ Declaration
Integrated Resource System	As defined in the National Electricity Rules.
IP Fees	Infrastructure Planner Fees, as included in the Access Fee Calculator (Project). These fees are the Infrastructure Planner’s costs associated with developing the H2P
Key Project Equipment	As defined in the Access PDA
Maximum Capacity	As defined in the Access PDA
Negative PAC Sunset Date	[The sunset date for “Negative PAC” (as defined in the Project Deed), as may be extended under the Project Deed [and notified to Access Right Holder under the Access PDA]]
Network Operator	The network operator authorised to carry out the network infrastructure project for the Central-West Orana REZ under the Project Deed
Non-C&E Fee	As set out in the Access Fee Schedule
Payment Term	As defined in the Access Payment Deed
Project	The project identified on the cover page of this Determination
Project Characteristics	As defined in the Access PDA
Project Deed	The “Project Deed” for the relevant infrastructure between the Infrastructure Planner and the Network Operator for the Central-West Orana REZ
Revised Total CSS Capex	CSS Capex that reflects a change to costs claimed by the Network Operator under the Project Deed for central system strength costs
Revised Total H2P Capex	H2P Capex that reflects a change to costs claimed by the Network Operator under the Project Deed for Hub-to-Project costs
Scheme End Date	The date the Access Scheme ends, as included in the Access Fee Calculator (Project)

Term	Definition
Scheme Term Extension	As defined in section 2.5 (“Variation Event - Scheme Term Extension”) of this Determination
Scope Change	As defined in section 2.2 (“Variation Event - H2P Capex Change”) of this Determination
Scheme Financial Vehicle	The scheme financial vehicle under the EII Act
System Strength Assessment Change	As defined in section 2.3 (“Variation Event - CSS Capex Change”) of this Determination
Total CSS Capex	Total CSS Capex as included in the Access Fee Calculator (Project)
Total CSS Capex Change	As defined in section 2.3 (“Variation Event - CSS Capex Change”) of this Determination
Total H2P Capex	Total H2P Capex as included in the Access Fee Calculator (Project)
Total H2P Capex Change	As defined in section 2.2 (“Variation Event - H2P Capex Change”) of this Determination
Variation Date	The date a Variation Event occurred
Variation Event	As defined in section 2 (“Variation Events”) of this Determination

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Annexure 1 Access Fee Schedule

Date (quarterly)	H2P Fee (\$) (A)	CSS Fee (\$) (B)	Base Fee (\$)			Total Access Fee (A+B+C+D)
			C&E Fee (\$) (C)	Non-C&E Fee (\$) (D)	Total Base Fee (\$) (C+D)	
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]
Total amount over the Payment Term	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]