

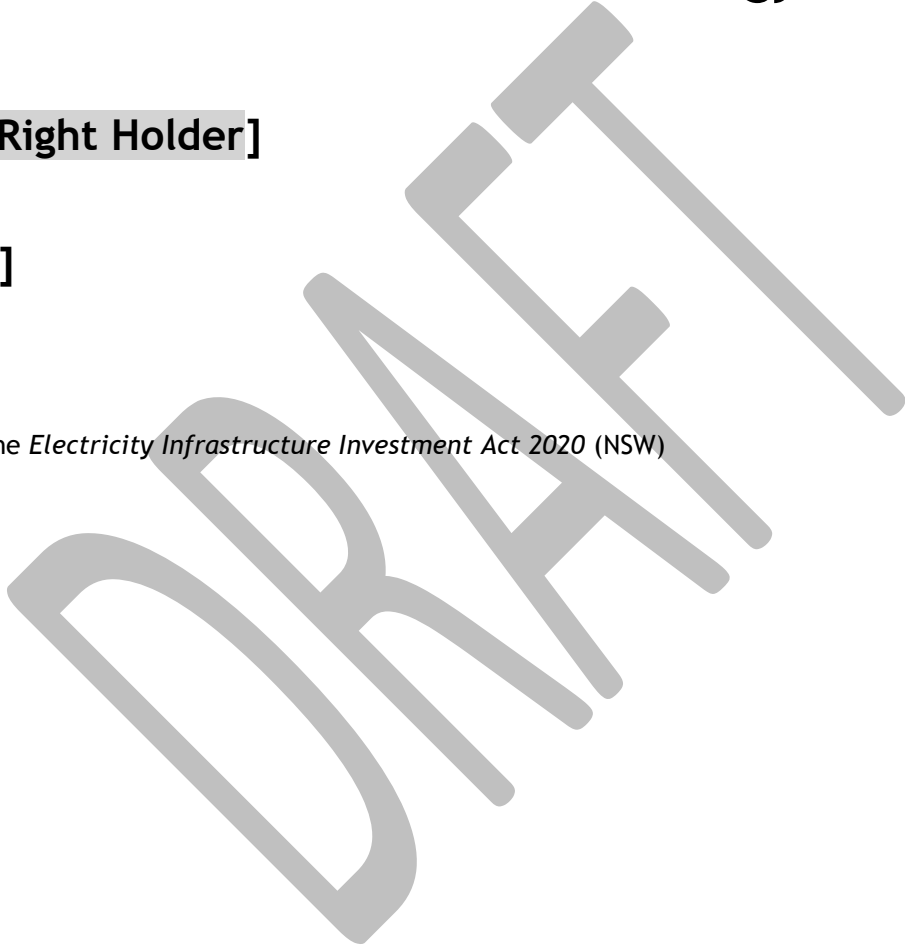
# Access Fee Determination Central-West Orana Renewable Energy Zone

[Access Right Holder]

[Project]

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

[Date]



## **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 for participating in the Access Scheme, which are set out in the Access Fee Schedule.
- (b) The Access Fee Schedule forms a part of this Determination.
- (c) The Access Fees include fixed indexation at 2.5% per annum, compounded quarterly, commencing on 1 January 2029, in accordance with the Access Fee Calculator (Project).
- (d) The Consumer Trustee may vary the Access Fees in accordance with section 3 (“Variation process”) of this Determination and revise the Access Fee Schedule in accordance with section 4 (“Revision to Access Fee Schedule”) of this Determination.
- (e) Nothing in this Determination in any way restricts or limits the powers of the Consumer Trustee, or fetters the Consumer Trustee in the exercise of its statutory functions or powers pursuant to any legislation.

### **1.2 Access Fee Calculator**

- (a) 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.
- (b) Any word that is bolded and italicised in this Determination is a reference to the equivalent word in the “Assumptions” tab of the Access Fee Calculator (Project).

### **1.3 Payment of Access Fees**

The Access Right Holder must pay the Access Fees to the Scheme Financial Vehicle 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.

### **1.5 Error**

If, in the opinion of the Consumer Trustee, there is an error in this Determination or the Access Fee Calculator (Project), the Consumer Trustee must:

- (a) notify the affected Access Right Holder of such error and consult with the Access Right Holder;
- (b) as soon as reasonably possible, rectify such error; and
- (c) provide the affected Access Right Holder, Scheme Financial Vehicle and the Infrastructure Planner with the rectified Determination and/or Access Fee Calculator (Project).

### **1.6 Inconsistency**

In the event of any inconsistency between this Determination and the Access Fee Calculator (Project), the Consumer Trustee will resolve the inconsistency, acting reasonably, and having regard to the Access Fee Guidelines (if applicable).

## 2 Variation Events

- (a) A **Variation Event** is the occurrence of an event after the date of this Determination which, in accordance with this section 2, results in the Consumer Trustee including a Variation Date and an Input Variable in an Access Fee Calculator (Project), resulting in a variation to the Access Fees.
- (b) Except for an Approved Maximum Capacity Change, the Access Fees may only be varied in respect of Variation Events where:
  - (i) the Consumer Trustee has been notified by the Access Right Holder or the Infrastructure Planner of the Variation Event; or
  - (ii) if the Consumer Trustee otherwise becomes aware of the Variation Event, the occurrence of the Variation Event is confirmed by the Infrastructure Planner, before the Payment Term Start Date.

### 2.1 Variation Event - Approved Maximum Capacity Change

- (a) An **Approved Maximum Capacity Change** (Access Right Holder initiated) occurs if the Infrastructure Planner approves a change to the Maximum Capacity in accordance with the Access PDA.
- (b) An Approved Maximum Capacity Change may increase or decrease the Base Fee and the CSS Fee, but any decrease is limited to up to 5% of each of the Base Fee and the CSS Fee as detailed by the "**Adjustment Limitation**".
- (c) For an Approved Maximum Capacity Change, the Consumer Trustee will include "**Variation Date**" and "**Revised Maximum Capacity**" Input Variables in the Access Fee Calculator (Project) as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). Subject to paragraph (b), this will update the "Fee Schedule - QTR" tab in the Access Fee Calculator (Project) with a revised Base Fee and CSS Fee.

### 2.2 Variation Events - Changes to H2P Asset costs

- (a) An **H2P Scope Change** (Access Right Holder initiated):
  - (i) occurs if the Infrastructure Planner approves a change to the Project Characteristics or the Key Project Equipment proposed by the Access Right Holder in accordance with the Access PDA, which results in the cost of the H2P Asset to be paid under the Project Deed (including the Infrastructure Planner's fees for the H2P Asset) being different from the "**Total H2P Capex (excluding financing and contingency costs)**";
  - (ii) may increase or decrease the H2P Fee; and
  - (iii) results in the Consumer Trustee including "**Variation Date**" and "**Total Revised H2P Capex 'Scope Change'**" Input Variables in the Access Fee Calculator (Project) as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). This will update the "Fee Schedule - QTR" tab in the Access Fee Calculator (Project) with a revised H2P Fee.
- (b) An **H2P Capex Change** (Infrastructure Planner initiated):
  - (i) occurs if a change to the cost of the H2P Asset (excluding financing costs) results in such cost being less than the "**Total H2P Capex (excluding financing costs)**";
  - (ii) may only decrease the H2P Fee, and the calculation of the revised H2P Fee may only factor in a reduction of up to 10% in the "**Total H2P Capex (excluding financing costs)**"; and
  - (iii) results in the Consumer Trustee including "**Variation Date**" and "**Total Revised H2P Capex 'Capex Change' (excluding financing costs)**" Input Variables in the Access

Fee Calculator (Project) as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). Subject to subparagraph (ii), this will update the “Fee Schedule - QTR” tab in the Access Fee Calculator (Project) with a revised H2P Fee.

- (c) **An H2P Asset Sharing Event** (Infrastructure Planner initiated):
- (i) occurs if another person with an Access Right will use the same H2P Asset as the Access Right Holder and has provided the “H2P Delivery Security” as defined by and in accordance with that other person’s Access Payment Deed, and the Infrastructure Planner advises Consumer Trustee of a change to the transmission line component of the “**Total H2P Capex (excluding financing and contingency costs)**” to account for the sharing of the H2P Asset;
  - (ii) may only decrease the H2P Fee; and
  - (iii) results in the Consumer Trustee including “**Variation Date**” and “**Total Revised H2P Capex “Asset Sharing Event”**” Input Variables in the Access Fee Calculator (Project) as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). Subject to subparagraph (ii), this will update the “Fee Schedule - QTR” tab in the Access Fee Calculator (Project) with a revised H2P Fee.

**[Drafting note: section 2.3 below (and associated definitions) will be omitted for standalone storage projects which are not required to pay the CSS Fee.]**

### 2.3 Variation Events - Changes to CSS costs

**[Drafting note: section 2.3(a) below (and associated definitions) will be omitted for projects that do not include a bidirectional unit.]**

- (a) **A CSS Fee Reduction Event** (Infrastructure Planner initiated):
- (i) occurs if the Consumer Trustee is notified that the Infrastructure Planner is satisfied that the Access Right Holder has met the tests specified in the CSS Fee Reduction Methodology;
  - (ii) may only decrease the CSS Fee, at the discretion of the Consumer Trustee, by the percentage calculated as follows:

$$45\% \times \min\left(\frac{\text{Bidirectional Unit Capacity (MW)}}{\text{Maximum Capacity (MW)}}, 1\right)$$

- (iii) results in the Consumer Trustee including “**Variation Date**” and “**Bidirectional Unit Capacity**” Input Variables in the Access Fee Calculator (Project) as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). Subject to subparagraph (ii), this will update the “Fee Schedule - QTR” tab in the Access Fee Calculator (Project) with a revised CSS Fee.

### 2.4 Variation Event - Changes to the Payment Term

- (a) **A Connection Term Adjustment** (Access Right Holder initiated):
- (i) occurs if:
    - (A) the Connection Term is increased by extending the Expiry Date in accordance with the ESCD, other than arising from any extension to the term of the Access Scheme; or
    - (B) where the ESCD is executed after this Determination, the Connection Term ends after the Payment Term End Date;

- (ii) may increase or decrease the H2P Fee (due to re-amortisation of the “**Total H2P Capex**” over the revised Connection Term which for the purposes of this Determination may not extend beyond 31 December 2059); and
  - (iii) results in the Consumer Trustee including “**Variation Date**” and “**Revised Payment Term, end date**” Input Variables in the Access Fee Calculator (Project) being the number of years comprising the start of the Payment Term to the revised Connection Term end date as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). This will update the “Fee Schedule - QTR” tab in the Access Fee Calculator (Project).
- (b) **A Payment Delay Event** (Infrastructure Planner initiated):
- (i) occurs if the Access Fee Payment Date is after the Payment Term Start Date;
  - (ii) may only increase the H2P Fee (due to re-amortisation of the “**Total H2P Capex**” over the revised Payment Term); and
  - (iii) results in the Consumer Trustee including “**Variation Date**” and “**Revised Payment Term, start date**” Input Variables in the Access Fee Calculator (Project) being the revised Access Fee Payment Date as detailed in the Variation Request, or where no Variation Request was provided, information obtained by the Consumer Trustee under clause 3.2(b). This will update the “Fee Schedule - QTR” tab in the Access Fee Calculator (Project) with a revised H2P Fee.

### 3 Variation process

#### 3.1 Application of this section

Subject to section 2(b), 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.

#### 3.2 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 the contractual process under which the Input Variable(s) resulted;
  - (ii) the Variation Date;
  - (iii) the Input Variable(s); and
  - (iv) any other information required under the EII Act, the EII Regulations or 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 the Consumer Trustee 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).

#### 3.3 Variation of Access Fees

- (a) If the Consumer Trustee has received all information it requires under clause 3.2 (“Information required by the Consumer Trustee”), then, in accordance with the

requirements of the EII Act and the EII Regulations, and having regard to any guidelines issued by the Consumer Trustee (if applicable), the Consumer Trustee must:

- (i) vary the Access Fee for the Remaining Payment Term by including the Input Variables in the Access Fee Calculator (Project) as specified in section 2 (“Variation Events”) of this Determination immediately prior to the Variation Date; and
  - (ii) issue to the Access Right Holder a revised Access Fee Schedule for the Remaining Payment Term in accordance with section 4 (“Revision to Access Fee Schedule”) of this Determination.
- (b) The Consumer Trustee will not vary the Access Fees for any periods occurring prior to the relevant Variation Date and any variation to the Access Fees will be applied from the next quarter after the Variation Date.

#### **4 Revision to Access Fee Schedule**

- (a) If the Consumer Trustee is required to revise the Access Fee Schedule under section 3.3 (“Variation of Access Fees”) of this Determination, then it must:
- (i) provide the Access Right Holder with the revised Access Fee Schedule (which is to be extracted from the “Fee Schedule - QTR” tab in the Access Fee Calculator (Project)) for the Remaining Payment Term within 20 business days after receiving all information it requires under clause 3.2 (“Information required by the Consumer Trustee”);
  - (ii) ensure the revised Access Fee Schedule includes the Variation Date;
  - (iii) provide a copy of the revised Access Fee Schedule to the Scheme Financial Vehicle and the Infrastructure Planner;
  - (iv) include the revised Access Fee Schedule as an additional annexure to this Determination; and
  - (v) reissue the updated Access Fee Calculator (Project) after any changes to the Access Fee Calculator (Project) to effect a Variation Event is completed.
- (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 in accordance with section 3 (“Variation process”) of this Determination.
- (c) The revised Access Fee Schedule forms a part of this Determination from the relevant Variation Date.

## 5 Definitions

Term	Definition
<b>Access Fee</b>	Each fee set out in the Access Fee Schedule
<b>Access Fee Calculator (Project)</b>	As at the date of this Determination, the Access Fee Calculator (Template) with Project variables inserted by the Infrastructure Planner, and provided to the Access Right Holder by the Consumer Trustee with this Determination. Otherwise, where one or more Variation Events have occurred, the Access Fee Calculator (Project) with the most recent Input Variables inserted by the Consumer Trustee, and provided to the Access Right Holder by the Consumer Trustee with the Determination including the most recently revised Access Fee Schedule.
<b>Access Fee Calculator (Template)</b>	The version of the “Access Fee Calculator” published by Consumer Trustee on [insert date], available at [insert link]
<b>Access Fee Guidelines</b>	A CWO REZ access fee guideline prepared and published by Consumer Trustee (if any, and as amended from time to time).
<b>Access Fee Payment Date</b>	As defined in the Access Payment Deed
<b>Access Fee Schedule</b>	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 (“Revision to Access Fee Schedule”) of this Determination
<b>Access Payment Deed</b>	The “Access Payment Deed” dated on or about the date of this Determination between the Scheme Financial Vehicle and the Access Right Holder in respect of the Project
<b>Access PDA</b>	The “Project Development Agreement” dated on or about the date of this Determination between the Infrastructure Planner and the Access Right Holder in respect of the Project
<b>Access Right</b>	As defined in the Access Scheme Declaration
<b>Access Right Holder</b>	A person that holds an Access Right granted under the Access Scheme Declaration, being the person identified on the cover page of this Determination
<b>Access Rights Register</b>	As defined in the Access Scheme Declaration
<b>Access Scheme</b>	The access scheme declared under the Access Scheme Declaration
<b>Access Scheme Declaration</b>	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
<b>Adjustment Limitation</b>	The value included in the Access Fee Calculator (Template) and Access Fee Calculator (Project) under the “Adjustment Limitation” label
<b>Approved Maximum Capacity Change</b>	As defined in section 2.1(a) (“Variation Event - Approved Maximum Capacity Change”) of this Determination
<b>Base Fee</b>	As set out in the Access Fee Schedule
<b>Bidirectional Unit Capacity</b>	[Drafting note: definition to be omitted if section 2.3(a) is omitted.] The nameplate capacity in MW of the “Bidirectional Unit” (as defined in the Access PDA) which forms part of the Project

Term	Definition
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
Connection Term	The period commencing on the Services Commencement Date and ending on the Expiry Date under the ESCD
Connection Term Adjustment	As defined in section 2.4(a) (“Variation Event - Changes to the Payment Term”) of this Determination
Consumer Trustee	The consumer trustee under the EII Act
CSS	Centralised system strength
CSS Capex Change	<b>[Drafting note: definition to be omitted if section 2.3 is omitted.]</b> As defined in section 2.3 (“Variation Events - Changes to CSS costs”) of this Determination
CSS Fee	<b>[Drafting note: definition and CSS Fee column in the Access Fee Schedule to be omitted if section 2.3 is omitted.]</b> As set out in the Access Fee Schedule
CSS Fee Reduction Event	<b>[Drafting note: definition to be omitted if section 2.3(a) is omitted.]</b> As defined in section 2.3(a) (“Variation Events - Changes to CSS costs”) of this Determination
CSS Fee Reduction Methodology	<b>[Drafting note: definition to be omitted if section 2.3(a) is omitted.]</b> As defined in the Access PDA
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
Determination	This Access Fee Determination
EII Act	<i>Electricity Infrastructure Investment Act 2020</i> (NSW)
EII Regulations	<i>Electricity Infrastructure Investment Regulation 2021</i> (NSW)
ESCD	The agreement or deed to be entered into between Access Right Holder and the Network Operator in relation to the connection of the Project to the Access Rights Network (as defined in the Access Scheme Declaration)
Expiry Date	As defined in the ESCD
GST	As defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
H2P Asset	As defined in the Access PDA
H2P Asset Sharing Event	As defined in section 2.2(c) (“Variation Events - Changes to H2P Asset costs”) of this Determination
H2P Capex Change	As defined in section 2.2(b) (“Variation Events - Changes to H2P Asset costs”) of this Determination
H2P Fee	As set out in the Access Fee Schedule
H2P Scope Change	As defined in section 2.2(a) (“Variation Events - Changes to H2P Asset costs”) of this Determination



<b>Term</b>	<b>Definition</b>
<b>Infrastructure Planner</b>	The infrastructure planner for the Central-West Orana REZ, being Energy Corporation of New South Wales as appointed under the CWO REZ Declaration
<b>Input Variable</b>	An input variable that may be adjusted by the Consumer Trustee under section 4.02 (“Variation Events”) of the tab titled “Assumptions” included in the Access Fee Calculator (Project) and marked with pink shading
<b>Key Project Equipment</b>	As defined in the Access PDA
<b>Maximum Capacity</b>	As defined in the Access PDA
<b>Network Operator</b>	The network operator authorised to carry out the network infrastructure project for the Central-West Orana REZ
<b>Non-C&amp;E Fee</b>	As set out in the Access Fee Schedule
<b>Payment Delay Event</b>	As defined in section 2.4(b) (“Variation Event - Changes to the Payment Term”) of this Determination
<b>Payment Term</b>	As defined in the Access Payment Deed
<b>Payment Term End Date</b>	The end date for the Payment Term, included as the “ <i>Payment Term, end date</i> ” in the Access Fee Calculator (Project)
<b>Payment Term Start Date</b>	The start date for the Payment Term, included as the “ <i>Payment Term, start date</i> ” in the Access Fee Calculator (Project)
<b>Project</b>	The project as defined in the Access Payment Deed, and to which the Access Right Holder’s Access Right relates, being the project identified on the cover page of this Determination
<b>Project Deed</b>	The CWO REZ Project Deed between the Infrastructure Planner and the Network Operator
<b>Project Characteristics</b>	As defined in the Access PDA
<b>Remaining Payment Term</b>	The remaining Payment Term as at the relevant Variation Date
<b>Services Commencement Date</b>	As defined in the ESCD
<b>Variation Date</b>	The date on which this Determination is varied for a Variation Event
<b>Variation Event</b>	As defined in section 2 (“Variation Events”) of this Determination
<b>Variation Request</b>	A request made to the Consumer Trustee under clause 19.4(a) or 19.4(b) (as applicable) of the Access PDA to vary the Access Fees

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]
<b>Total amount over the Payment Term</b>	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]