

Designated Network Access Policy Riverina DNA

Draft: May 2023

#	Item	Detail
1	Definitions	<p>(a) The definitions are set out in Schedule 1.</p> <p>(b) Italicised terms have the meaning given to them in the National Electricity Rules or <i>Rules</i>.</p>
2	Context	<p>(a) Lumea is the owner of the DNA.</p> <p>(b) The DNA was developed by Lumea to connect the <i>facilities</i> of the Foundation Users to the <i>transmission network</i>.</p> <p>(c) The DNA is a <i>designated network asset</i> and Lumea is therefore required, under the Rules, to have an access policy in relation to <i>DNA services</i> provided by it, including granting access to the DNA.</p> <p>(d) Pursuant to clause 5.2A.8(b) of the <i>Rules</i>, Lumea publishes this Access Policy for Applicants to obtain DNA Services.</p> <p>(e) This Access Policy is effective from the date of its approval by the <i>AER</i> as set out in Schedule 2.</p> <p>(f) Schedule 3 contains a record of approved variations to this Access Policy.</p> <p>(g) The requirements of the <i>Rules</i> prevail in the event of any inconsistency between this Access Policy and the requirements of the <i>Rules</i>, and Lumea may update this policy as may be contemplated or required by the <i>Rules</i> from time to time.</p> <p>(h) Nothing in this Access Policy or the <i>Rules</i> will be taken as imposing an obligation on Lumea to provide any service to the <i>Applicant</i>.</p>
3	DNA information	<p>(a) A description of the DNA's technical characteristics, route, tenure arrangements and main components, the facilities currently connected to the DNA and other information is set out in Schedule 2.</p> <p>(b) The Applicant may request such further information about the DNA or DNA Services as is reasonably required to enable it to prepare for an Access Enquiry.</p> <p>(c) The DNA is not an "open access" <i>facility</i>. The DNA has been funded by the Foundation Users, who have contractual rights to the Capacity.</p> <p>(d) Under this Access Policy, Applicants can request access to Spare Capacity or to fund New Capacity, but have no entitlement to access services or Capacity contracted to existing Users of the DNA.</p>
4	Scope	<p>(a) This Access Policy applies to requests from Applicants for DNA Services.</p> <p>(b) It does not apply to:</p> <p style="padding-left: 20px;">(i) an amendment to an existing Access Agreement; and</p>

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		<ul style="list-style-type: none"> (ii) a request for DNA Services that would mean the DNA would no longer constitute a <i>designated network asset</i>. (c) Applicants may request access to DNA Services in accordance with the processes set out in this Access Policy. (d) Additional technical requirements may apply for connection of another <i>designated network asset</i> to the DNA. (e) The <i>AER</i> has the function of enforcing compliance with this Access Policy.
5	Access overview	<ul style="list-style-type: none"> (a) The contractual arrangements for providing access to DNA Services, and the pricing methodology for those DNA Services, will depend on the nature of the Applicant's <i>facilities</i> and technical configuration and, in particular, the location of the Applicant's connection point and the <i>Rules</i> applicable at the time of the Access Request. (b) An Applicant will be required to satisfy the technical requirements under the <i>Rules</i> applicable to the Applicant's <i>facilities</i>, including <i>access standards</i> and any requirements resulting from any <i>system strength impact assessment</i>.
6	Access Enquiry	<ul style="list-style-type: none"> (a) A person who wishes to make an Access Request must first make an enquiry by advising Lumea of the type, magnitude and timing of the proposed <i>facilities</i> to be connected to the DNA (Access Enquiry). (b) Within 20 business days of receipt of the request under paragraph (a), Lumea must notify the Applicant if the information provided in the Access Enquiry is inadequate to process the enquiry and advise the Applicant what other relevant information is required.
7	Response to Access Enquiry	<ul style="list-style-type: none"> (a) Lumea must within 40 business days after receipt of the Access Enquiry and all such additional information (if any) advised under clause 6(b), provide the following information in writing to the Applicant: <ul style="list-style-type: none"> (i) whether Spare Capacity has become available for the Applicant's <i>facilities</i> (noting the comments on capacity in Item 12); if there is likely to be insufficient Spare Capacity, the ability to augment the DNA to increase its capacity and the likely timing of any such augmentation, or confirmation that the DNA cannot be augmented to increase its capacity; (ii) if there is likely to be sufficient Spare Capacity, a preliminary program showing proposed milestones for connection and access activities; (iii) to the extent then available, any technical requirements of TG and <i>AEMO</i> relating to the connection of the Applicant's facilities to and through the DNA to the <i>transmission network</i>; (iv) the amount of the application fee payable on lodgement of an Access Request; and (v) information that Lumea would require to process an Access Request if made which may include technical data and creditworthiness.

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8	Access Request	<p>(a) A person who has made an Access Enquiry under clause 6 may, following receipt of the response to the Access Enquiry, make an Access Request in accordance with this clause 8.</p> <p>(b) To be eligible for connection, an Applicant must submit the Access Request containing the information specified in the response to the Access Enquiry and pay the relevant application fee to Lumea.</p>
9	Access Offer	<p>(a) If the Access Request satisfies the technical requirements of TG and AEMO, and there is or will be sufficient capacity on the DNA, Lumea must prepare an Access Offer.</p> <p>(b) Within 40 Business Days of an Access Request that satisfies paragraph (a) and clause 8, Lumea must make an Access Offer to the Applicant which offer includes:</p> <ul style="list-style-type: none"> (i) the proposed prices for DNA Services requested which must be consistent with the Negotiating Principles; (ii) details of any interface equipment to provide the DNA Services; (iii) details of any augmentation or extension required to connect the proposed <i>facilities</i>; (iv) any limitations to the provision of DNA Services, and the nature and an estimate of the amount of costs and compensation to be borne by the Applicant, having regard to the Negotiating Principles; and (v) the Access Agreement which must be consistent with the requirements of this Access Policy and capable of acceptance by the Applicant. <p>(c) Unless otherwise agreed, the Access Offer must be consistent with the Negotiating Principles.</p> <p>(d) Lumea must use reasonable endeavours to provide an Access Offer consistent with the Access Request.</p> <p>(e) Lumea is not required to prepare an Access Offer or negotiate with an Applicant if it reasonably forms the view that the Applicant will not be likely to be able to meet its payment or other material obligations under an Access Agreement.</p> <p>(f) The Access Offer may contain different access options.</p> <p>(g) The Access Offer must be open for acceptance for at least 20 business days.</p> <p>(h) The Applicant may negotiate the Access Offer.</p>
10	Access Agreement	<p>(a) If the Applicant accepts an Access Offer, Lumea and the Applicant must negotiate an Access Agreement in good faith.</p> <p>(b) An Access Agreement may be conditional on the consent of Lumea's financiers where the DNA is debt financed. Lumea will use reasonable endeavours to obtain financier consent.</p>

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		<p>(c) Within 20 business days of execution of an Access Agreement which includes <i>access standards</i>, the parties must jointly notify <i>AEMO</i> of the agreement, the <i>access standards</i>, the proposed <i>metering installation</i> and other information required by <i>AEMO</i>.</p> <p>(d) If the DNA is debt financed, Lumea may also require the Applicant to enter into a tripartite deed with the financiers. Lumea and the Applicant must negotiate the terms of tripartite deed in good faith.</p>
11	Dispute	<p>(a) Disputes in relation to an Access Request or Access Offer if not resolved may be referred to commercial arbitration in accordance with clause 5.5 of the <i>Rules</i>.</p>
12	Pricing methodology	<p>(a) As the DNA does not have any Spare Capacity, an augmentation or upgrade would be required in order to accommodate any Access Request. Accordingly, Lumea is not in a position to include likely charges for different types of facilities connecting to the DNA in the Access Policy without further detail on the nature of the Access Request.</p> <p>(b) A scoping study will be undertaken to determine the feasibility and develop a solution to upgrade the DNA to accommodate the new connection. The scoping study will develop a connection solution as well as set out the operation, maintenance and capital costs. The scoping study will take into consideration factors including capacity, technology type and whether it is a generator, load or BESS.</p> <p>(c) An annual service fee will be calculated for the connection to the DNA and may include some or all of the following cost components:</p> <ul style="list-style-type: none"> (i) scoping study costs; (ii) financing costs; (iii) capital costs incurred for the increase in the capacity or alteration to the existing DNA including the moving of metering and other related equipment, to provide <i>DNA services</i>; (iv) any lost revenue incurred during an upgrade of, or alteration to the existing DNA; (v) any changes in revenue incurred by the existing connected party resulting from changes to its marginal loss factor caused by the subsequent connection to the DNA; (vi) any increase in operation and maintenance costs caused by the subsequent connection to the DNA; (vii) increase in the costs of any charges for use of system services incurred by the existing connected parties caused by the subsequent connection to the DNA; and (viii) commercial internal rate of return. <p>(d) The above cost components will be based on standard commercial conditions including but not limited to liability and indemnity caps and any credit support requirements.</p>

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		(e) An annual service fee will be payable for the term of the connection, of generally 20-30 years. Note that this excludes fees for any IUSA associated with the connection which, together with <i>generator performance standard</i> requirements, would be undertaken under the normal <i>connection application</i> process under Chapter 5 of the Rules.
13	Confidentiality	<p>(a) Subject to paragraph (b) and clause 13, Lumea and the Applicant will keep the contents of any Access Enquiry and Access Request and the terms of any Access Agreement entered into confidential, unless the consent of the other party is provided for its disclosure.</p> <p>(b) Lumea may disclose information provided by the Applicant or relating to the Applicant's <i>facilities</i> to TG and AEMO.</p>
14	Existing Users	<p>(a) Subject to paragraph (b), Lumea will notify existing Users if it receives an Access Enquiry or Access Request from an Applicant and will consult with each existing User in relation to any potential impacts of a proposed Access Enquiry, Access Request or Access Offer on that existing User.</p> <p>(b) Lumea may disclose information provided by the Applicant or relating to the Applicant's <i>facilities</i> to existing Users to the extent reasonably necessary to comply with paragraph (a). Lumea will consult with the Applicant before disclosing any such information identified as confidential and will use reasonable endeavours to procure existing Users enter into reasonable confidentiality arrangements with the Applicant.</p> <p>(c) To the extent Lumea recovers from a future User an amount on account of the lost revenue or increased cost of an existing User referred to in clauses 12(c)(iv), 12(c)(v) or 12(c)(vii) above, Lumea shall pass on such amount to the existing User once the amount is recovered from the future User,</p>

Schedule 1

Definitions

Capitalised terms in this Access Policy have the following meanings:

Access Agreement means an agreement to provide certain DNA Services between Lumea, a User and any third party (if any) (irrespective of whether Lumea also provides other services under that agreement).

Access Enquiry means an enquiry under clause 6.

Access Offer has the meaning described in clause 9.

Access Policy means this Access Policy, as amended by Lumea from time to time.

Access Request means a request for DNA Services under clause 8.

Applicant means a person seeking DNA Services pursuant to this Access Policy.

Avoided Cost has the meaning given in Schedule 5.12(1) of the Rules.

Capacity means the capacity of the DNA as set out in Schedule 2.

DNA means the *designated network assets* described in Schedule 2.

DNA Services means services provided by Lumea that relates to:

- (a) providing access to the DNA (but does not include a requirement for Lumea to extend or replicate the DNA);
- (b) providing information regarding the DNA;
- (c) undertaking cut-in works to the DNA; and
- (d) undertaking upgrades to existing assets that comprise the DNA or increasing the capacity of the DNA,

as amended by Schedule 3.

Foundation User means those persons listed in Item 8 of Schedule 2.

Lumea means Lumea Pty Limited (ACN 626 136 865) as trustee for Lumea Trust (ABN 94 121 353 950).

Negotiating Principles means the negotiating principles set out in schedule 5.12 of the Rules.

New Capacity means additional Capacity (above that set out in Item 3 of Schedule 2) resulting from an augmentation of the DNA.

Spare Capacity means the Capacity which is not contracted to a User under an Access Agreement.

TG means NSW Electricity Networks Operation Pty Limited (ACN 609 169 959) as trustee for NSW Electricity Networks Operations Trust (ABN 70 250 995 390).

User means a person who has entered into an Access Agreement with Lumea in respect of the DNA.

Schedule 2

DNA information schedule

1	Name of DNA	Riverina DNA
2	Location and route	Adjacent to TG's Darlington Point Substation in the Murrumbidgee Shire, New South Wales. See map appended in Schedule 4.
3	Capacity (including any limitations to increasing capacity)	The capacity of the DNA is 150MW and there is currently no spare capacity. There are space limitations to increasing capacity.
4	Voltage	33kV
5	Rating	DPESS: 26.88 MVA RESS 1: 64.52 MVA RESS 2: 69.89 MVA
6	Tenure Arrangements	The 132/33kV substation is located on leasehold [insert details once registered]. The approximate 200m of 132kV underground cable is located within easement [insert details once registered] The Applicant will be required to secure its own property interests and rights required in order to access the DNA.
7	Description of components	<p>The DNA comprises the Riverina BESS 132/33kV substation and approximately 200m of 132kV underground cable</p> <ul style="list-style-type: none"> • 132 kV Underground Single Circuit cable from Darlington Point substation to Riverina BESS substation (approx. 200 m) • 132 kV feeder switch bay without breaker including 132kV cable termination structure • One of 132/33 kV 180 MVA Transformer • One switchgear building including • 5 x 33 kV indoor switchboards (Transformer incomer excludes the CB) • One Aux Services Building (ASB) with secondary systems equipment installed • One earthing/auxiliary Transformer • Site amenities and storage shed. <p>The Designated Assets includes the Primary and Secondary works associated with the above.</p>

8	Foundation Users	<p>DPESS Pty Ltd (ACN 654 843 375) as trustee for the DPESS Trust (ABN 15 781 846 258)</p> <p>RESS 1 Pty Ltd (ACN 654 843 642) as trustee for The RESS 1 Trust (ABN 82 724 527 988)</p> <p>RESS 2 Pty Ltd (ACN 654 843 697) as trustee for The RESS 2 Trust (ABN 68 141 255 463)</p>
9	Foundation Capacity	Total 150MW.
10	Facilities connected to DNA	<p>The facilities comprise three separate battery storage systems (BESS) (being DPESS, RESS 1 and RESS 2) of 25 MW, 60 MW and 65 MW each, with an overall capacity of 150MW and in aggregate able to store 300MWh of energy.</p> <p>The facilities consist of the BESS, inverters, power cable reticulation, communication and supporting infrastructure up to the Connection Points.</p>
11	Limitations relating to the development, operation, upgrade to existing assets or increase in the capacity of the DNA	<p>As set out in Item 3 of this Schedule 2, the Capacity of the DNA is 150MW and there is currently no Spare Capacity. There are physical space limitations to the DNA and this prevents the ability to augment the DNA to provide any New Capacity.</p> <p>New development, planning and environmental approvals may be required for any upgrade works. This will be the responsibility of the Applicant. This may include (but is not limited to):</p> <ul style="list-style-type: none"> - cultural heritage approvals; - native vegetation approvals; - arranging and paying for all required monitoring under approval plans; and - identifying and satisfying all requirements of the NSW Office of Environment and Heritage and the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth) (including the development, submission and approval of a management plan by the NSW Office of Environment and Heritage).

Schedule 3

Variation record

Schedule 4
Riverina BESS DNA

