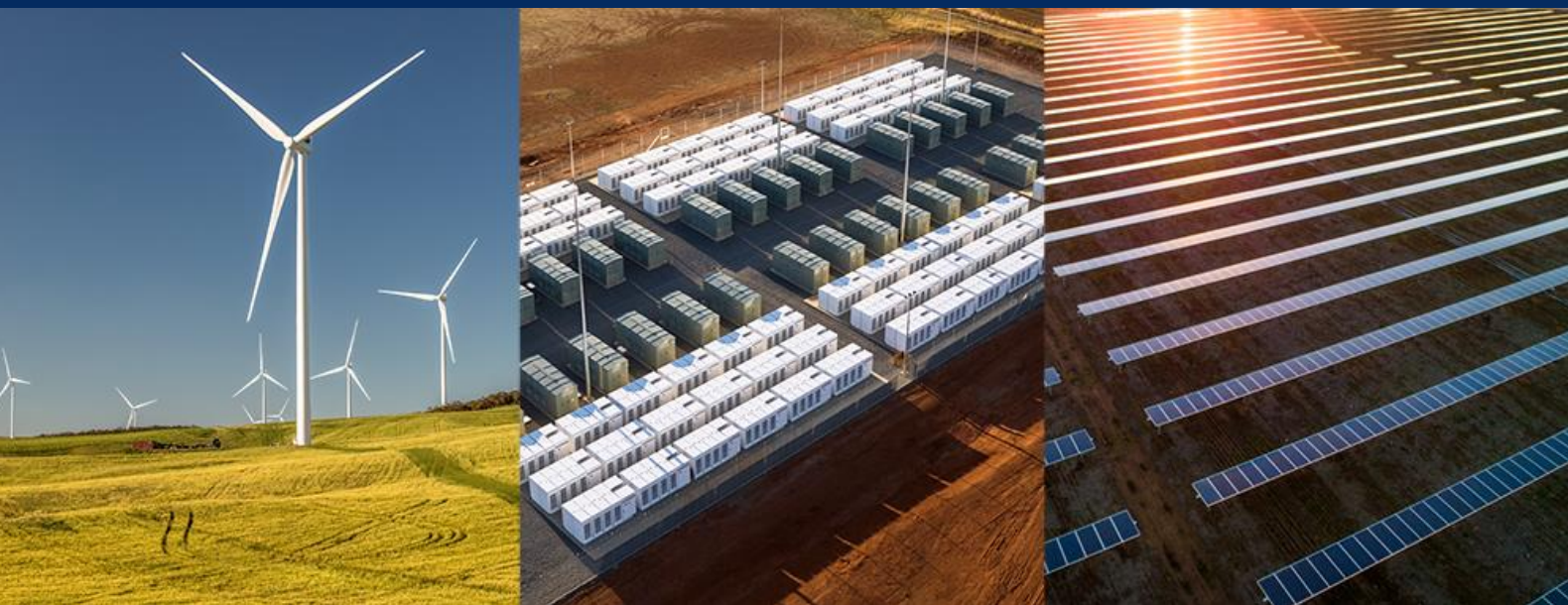




Large Dedicated Connection Asset Access Policy

GWF1A 275kV OHL



GOYDER RENEWABLES ZONE

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Part 1 - LDCA Details

This document is a *large dedicated connection asset access policy* published and maintained in accordance with “former Chapter 5” as that term is defined in r 11.139 of the National Electricity Rules (**NER**).

Key details regarding the relevant *large dedicated connection asset (LDCA)* to which this *access policy* applies, and the relevant *Dedicated Connection Asset Service Provider*, are summarised in Table 1-1 below.

Table 1-1: LDCA Details

ITEM	DESCRIPTION
ITEM 1 Description of LDCA	<p>Name: Goyder Wind Farm 1A OHL (GWF1A OHL).</p> <p>Description: 275kV (single circuit) overhead <i>transmission</i> line spanning from Robertstown Substation to a non-regulated connection substation (GWF Substation) located to the North West of Robertstown Substation.</p> <p>Total Length: ~31.66km.</p> <p>Design Life: The GWF1A OHL was commissioned in December 2023 and has a design life of approximately 25 years.</p>
ITEM 2 <i>Dedicated Connection Asset Service Provider</i>	<p>Goyder Wind Farm Common Asset Pty Ltd ACN 649 966 138 (GWFC).</p> <p>GWFC has been granted an exemption by the Essential Services Commission of South Australia (ESCOSA) from the obligation to be a licenced <i>transmission network service provider</i> under the <i>Electricity Act 1996</i> (SA).</p>
ITEM 3 LDCA Service Provider contact details	<p>c/- Neoen Australia, Level 21, 570 George Street, SYDNEY NSW 2000.</p> <p>Email: To: grz@neoen.com; cc: notices.au@neoen.com</p>
ITEM 4 GWF1A OHL route	<p>Refer to Diagram A1-1 and A1-2 in the Attachment to this <i>access policy</i>.</p>
ITEM 5 Tenure arrangements for the LDCA	<p>Easement in gross corridor held by GWFC along the entirety of the GWF1A OHL route.</p> <p>GWFC also holds an authorisation under s221 of the <i>Local Government Act 1999</i> (SA) to enable the GWF1A OHL to traverse the Worlds End Highway and other roads which are owned by the Regional Council of Goyder along the GWF1A OHL route.</p>
ITEM 6 Main components of the LDCA and facilities connected to the LDCA	<p>The GWF1A OHL is <u>one circuit only</u> of a double circuit 275kV overhead <i>transmission</i> line, which is <i>connected</i> to the <i>transmission network</i> via a 275kV <i>transmission network connection point</i> at Robertstown Substation.</p> <p>Robertstown Substation is a regulated <i>substation</i> owned and operated by ElectraNet Pty Limited ACN 094 482 416 (ElectraNet) as <i>Primary Transmission Network Service Provider</i> in South Australia.</p> <p>The GWF1A OHL has a maximum rated capacity of 241 MVA.</p> <p>At the date of this <i>access policy</i>, the only <i>facility</i> connected to the GWF1A OHL is the 201MW wind <i>generation facility</i> owned and operated by Goyder Wind Farm 1 Pty Ltd ACN 643 229 869 as trustee for the Goyder Wind Farm 1 Trust (GWF1A).</p> <p>The GWF1A OHL is strung on lattice tower structures, which also support a second 275kV circuit with the same maximum rated capacity as the GWF1A OHL (the GWF1B OHL). The GWF1B OHL is subject to its own <i>access policy</i>.</p>

ITEM	DESCRIPTION
ITEM 7 Material regulatory limitations	<p>The GWF1A OHL is <i>connected</i> to the <i>transmission network</i> pursuant to a Transmission Connection Agreement dated 20 October 2022 (TCA) (which relates specifically to the GWF1A OHL) between GWFC and ElectraNet.</p> <p>The GWF1A OHL is a LDCA which is subject to the ‘former Chapter 5’ (as defined in r 11.139 of the NER).</p>
ITEM 8 Pricing principles for LDCA Services	<p>If an applicant (Service Applicant) seeks <i>large DCA services</i> utilising the GWF1A OHL (LDCA Services), the price and terms for those LDCA Services will be negotiated between GWFC and the Service Applicant in accordance with the principles summarised in paragraph 6 of this <i>access policy</i>.</p> <p>Any required cost sharing arrangements between the Service Applicants with respect to shared LDCA Services will be agreed in writing between GWFC and the relevant Service Applicants.</p>

Part 2 - Background

1. *Large dedicated connection asset access policy*

- 1.1 The GWF1A OHL is a LDCA which is subject to the “former Chapter 5” (as that term is defined in r 11.139.1 of the NER (**Former Chapter 5**)).
- 1.2 This document is an *access policy* which GWFC, as a *Dedicated Connection Asset Service Provider*, is required to publish and maintain in relation to the GWF1A OHL (as a LDCA) under Former Chapter 5.
- 1.3 Where the context requires, references in this *access policy* to rules contained in Chapter 5 of the NER should be interpreted as references to rules contained in the Former Chapter 5, and italicised terms used in this *access policy* have the meanings given to them in the NER at the time the Former Chapter 5 was in force.

2. *Former Chapter 5*

- 2.1 LDCAs are a historical category of *transmission* asset which were inserted into the NER in July 2018 pursuant to the “Transmission Connection and Planning Arrangements” rule change (**TCPA Rule Change**).
- 2.2 Among other things, the TCPA Rule change introduced new categories of *transmission* assets into the NER, in order to: 1) introduce ‘contestability’ in relation to the design, construction and ownership of certain *transmission* connection assets, and 2) to introduce a regime to enable third party access to ‘non-regulated’ *transmission* line assets which were in excess of 30kms in total length (LDCAs).
- 2.3 In July 2021, the LDCA regime that was introduced by the TCPA Rule Change was overhauled by the “connection to dedicated connection assets” rule change (**DNA Rule Change**) which replaced the LDCA asset category with a new asset category known as *designated network assets*. The DNA Rule Change became effective on 22 July 2021 (**DNA Rule Change Effective Date**).
- 2.4 The initial *connection enquiry* in relation to the *connection* of the GWF1A OHL to the South Australian *transmission network* (**Connection Enquiry**) was submitted to ElectraNet (as the *Primary Transmission Network Service Provider* in South Australia) on or about 27 April 2020.
- 2.5 Following the submission of the Connection Enquiry to ElectraNet, the TCA between GWFC and ElectraNet for the *connection* of the GWF1A OHL to the South Australian *transmission network* was negotiated and it was entered into on 20 October 2022.
- 2.6 Because the initial *connection enquiry* relating to the GWF1A OHL was submitted before the DNA Rule Change Effective Date, ElectraNet has confirmed (and ElectraNet and GWFC have agreed in

the TCA) that the GWF1A OHL is subject to the Former Chapter 5 pursuant to r 11.139.6(a) of the NER.

3. **Obligation to prepare and maintain *access policy***

- 3.1 r 5.2.7(c) of the NER provides that a *Dedicated Connection Asset Service Provider* for a LDCA must prepare, maintain and publish on its website an *access policy* in relation to the LDCA in accordance with r 5.2A.8 of the NER.
- 3.2 As the owner and operator of the GWF1A OHL, GWFC is a *Dedicated Connection Asset Service Provider*, and has an obligation under r 5.2.7(c) of the NER to prepare, maintain and publish this *access policy* in respect of the GWF1A OHL.
- 3.3 This *access policy* has been approved by the *AER* in accordance with r 5.2A.8 of the NER and is effective on the date fixed in the *AER*'s decision approving this *access policy*.
- 3.4 GWFC is required to keep this access policy up to date and, subject to the *AER*'s approval under r 5.2A.8 of the NER, GWFC may vary this access policy from time to time. Any variation to this access policy will take effect on the date fixed in the *AER*'s decision approving the variation.

4. **Seeking access to the GWF1A OHL**

- 4.1 It is noted that any application by a Service Applicant to access LDCA Services will need to occur simultaneously with the Service Applicant's broader application for its proposed *connection* to ElectraNet's *transmission network*. Each Service Applicant will be responsible for:
 - (a) contacting and negotiating with GWFC in respect of its proposed access to LDCA Services (see contact details in Item 3 of the Details table above); and
 - (b) ensuring that it has, or will have, a *connection agreement* with ElectraNet as the incumbent *transmission network service provider* in South Australia to *connect* its *facility* to the South Australian *transmission network*.

Part 3 - Access Policy

1. Application of *access policy*

- 1.1 This *access policy* applies to GWFC and each Service Applicant who makes an application in writing to GWFC for the provision of LDCA Services utilising the GWF1A OTL.
- 1.2 GWFC and any Service Applicant who wishes to receive LDCA Services from GWFC must comply with the requirements of this *access policy*.
- 1.3 In the event of any inconsistency between this *access policy* and any other requirements in the NER, the requirements of the NER will prevail.

2. Possible DNA conversion

- 2.1 As stated in Item 2 of Part 2 above, the provisions in the NER relating to LDCAs have been the subject of considerable regulatory change since the LDCA framework was introduced in 2018.
- 2.2 In order to enable any new *connection* to the GWF1A OHL, it may be necessary for ElectraNet, GWF1A (as the existing connected party) and GWFC to elect that the GWF1A OHL (or certain components of the GWF1A OHL) are 'converted' into *designated network assets (DNAs)* under the DNA regime contained in the current version of the NER which is in force as at the date of this *access policy*.
- 2.3 Conversion of the GWF1A OHL or components of the GWF1A OHL to DNAs will enable a Service Applicant's *facility* (and any other *facility* already *connected* to the GWF1A OHL) to have its own remote end *transmission network connection point* (i.e. for metering and *performance standards* compliance purposes), rather than sharing the existing *transmission network connection point* utilised by the GWF1A OHL at Robertstown Substation.
- 2.4 The possible conversion of the GWF1A OHL (or components of the GWF1A OHL) into DNAs may occur under r 11.139.4 of the NER and has been anticipated in the TCA between ElectraNet and GWFC for the *connection* of the GWF1A OHL to the *transmission network*.
- 2.5 If such a 'conversion' occurs at any time in order to *facilitate* the Service Applicant's *connection* to the *transmission network*, in relation to any components of the GWF1A OHL utilised by the Service Applicant which become DNA's, without limiting the existing rights of GWF1A under S5.12 of the Former Chapter 5, this *access policy* must be read down to the extent necessary to:
 - (a) be consistent with the DNA regime in the NER;
 - (b) enable references to LDCA Services to be interpreted as references to *DNA services*; and
 - (c) limit GWFC's obligations to the Service Applicant to the obligations GWFC has under the NER in relation to access to DNAs.

3. Indicative negotiation timeframes

- 3.1 In negotiating the terms of access to LDCA Services, GWFC will comply with this *access policy* and the negotiating principles set out in Schedule 5.12 of NER and negotiate in good faith.
- 3.2 However, nothing in this *access policy* or in the NER will be taken as imposing an obligation on GWFC to provide any service (including any LDCA Services or any *DNA services*) to the Service Applicant utilising the GWF1A OHL.
- 3.3 The indicative timeframes for commencing, progressing and finalising negotiations between a Service Applicant and GWFC in relation to LDCA Services (or where applicable, *DNA services*) are set out in Table 3-1.
- 3.4 GWFC and the Service Applicant must use reasonable endeavours to adhere to the timeframes specified in Table 3-1.

3.5 The indicative timeframes specified in Table 3-1 may be modified from time to time:

- (a) by notice from GWFC to the Service Applicant, in order to align the timeframes specified in Table 3-1 to the then current *preliminary program* for the proposed milestones for *connection* and access activities agreed between the Service Applicant (as *Connection Applicant*) and ElectraNet (as *Primary Transmission Network Service Provider*);
- (b) by notice from GWFC to the Service Applicant, in order to align the timing of any required negotiations between the Service Applicant and GWFC (and where applicable, any other party with a *facility* connected to the GWF1A OHL) with the ElectraNet *connection* process which is being carried out at the same time as such negotiations;
- (c) by notice from GWFC or automatically in other circumstances anticipated by this *access policy* (for example, see paragraphs 7 to 10 below); or
- (d) by agreement between the parties, and such agreement must not be unreasonably withheld.

Table 3-1: Timeframe for negotiations

Milestone	Event	Indicative Timeframe
A	Receipt of a written application for LDCA Services by GWFC containing the information specified in paragraph 4.1 and a written confirmation from the Service Applicant that it has submitted a <i>connection enquiry</i> to ElectraNet pursuant to r 5.3.2 of the NER	X
B	GWFC to meet with ElectraNet to discuss the Service Applicant's connection, including whether a segment of the GWF1A OHL needs to be converted into a DNA in order to enable <i>connection</i> of the Service Applicant's <i>facility</i> to occur	X + 2 months
C	Parties meet to discuss a preliminary program with milestones for the LDCA Services (or <i>DNA services</i>) that represents a reasonable period of time for commencing, progressing and finalising negotiations for the provision of the LDCA Services (or <i>DNA services</i>)	X + 6 months
D	Parties finalise the preliminary program for commencing, progressing and finalising negotiations for the provision of the LDCA Services (or <i>DNA services</i>), which may include, without limitation, milestones relating to: <ul style="list-style-type: none"> - the request by ElectraNet, and provision by the Service Applicant, of Commercial Information; and - notification and consultation with AEMO and / or any affected Network Users 	X + 8 months
E	GWFC provides the Service Applicant with an offer for the required LDCA Services (or <i>DNA services</i>) (which offer is to remain subject to formal negotiations between the parties)	X + 12 months
F	Parties finalise negotiations	X + 18 months

4. Provision of Commercial Information by Service Applicant

4.1 Application and required information

4.1.1 At the time the Service Applicant applies to GWFC for access to the GWF1A OHL, it must provide GWFC the following information (as a minimum):

- (a) details of the Service Applicant's proposed *connection*, including

- (1) whether it is for a *generation, load* or *BESS facility*;
 - (2) the proposed maximum permitted output or maximum demand (or both) of its proposed *facility*;
- (b) if the proposed *facility* is to be developed in stages, the proposed stages of the *facility* and how the *generation* or *load* profile (or both) is proposed to change over time;
- (c) how the Service Applicant proposes to ensure that any existing connected party's *connection* and/or *power transfer capability* will not be adversely impacted by the Service Applicant's proposed *connection*;
- (d) a copy of the *connection enquiry* submitted to ElectraNet in relation to the Service Applicant's proposed *facility*;
- (e) concept diagrams (including SLDs and layouts) in relation to the proposed layout of the Service Applicant's proposed *facility* and its proposed *connection* infrastructure;
- (f) an organisational structure chart for the Service Applicant identifying its key shareholders and/or investors; and
- (g) information regarding the Service Applicant's ability to develop and construct its proposed *facility*.

4.2 Obligation to provide initial Commercial Information

- 4.2.1 GWFC may at any time provide a notice to the Service Applicant requesting additional Commercial Information held by the Service Applicant that is reasonably required by GWFC to enable it to engage in effective negotiations with the Service Applicant in relation to the application.
- 4.2.2 The Service Applicant must use its reasonable endeavours to provide GWFC with the Commercial Information requested by GWFC in accordance with paragraph 4.2.1 within 20 Business Days of that request, or within a time period otherwise agreed by the parties.

4.3 Confidentiality requirements

- 4.3.1 Commercial Information may be provided by the Service Applicant subject to conditions including the condition that GWFC must not disclose the Commercial Information to any other person other than:
 - (a) as required by applicable law;
 - (b) as consented to by the Services Applicant (acting reasonably);
 - (c) to ElectraNet, AEMO, the AER or ESCOSA;
 - (d) to GWFC's related entities or associated entities (as defined in the Corporations Act);
 - (e) to GWFC's external professional services providers (e.g. lawyers, accountants, engineers); or
 - (f) to GWFC's debt or equity financiers.
- 4.3.2 The Service Applicant may require GWFC to enter into a confidentiality agreement, on terms reasonably acceptable to both parties, with the Service Applicant in respect of any Commercial Information provided to GWFC.

5. Provision of information by GWFC

- 5.1 GWFC must provide the Service Applicant with such information held by GWFC that is reasonably required by a Service Applicant to enable it to engage in effective negotiations with GWFC for the provision of LDCA Services (*or DNA services*) within a timeframe agreed by the parties.
- 5.2 The information referred to in paragraph 5.1 may be provided by GWFC subject to conditions

including the condition that the Service Applicant must not disclose the information to any other person unless GWFC consents in writing to the disclosure.

- 5.3 GWFC may require the Service Applicant to enter into a confidentiality agreement, on terms reasonably acceptable to both parties, with GWFC in respect of any information provided to the Service Applicant.

6. Key terms applicable to the LDCA Services

6.1 Preconditions

- 6.1.1 The provision of LDCA Services by GWFC is subject to the Service Applicant:
- (a) entering into a formal *connection agreement* with ElectraNet as *Primary Transmission Network Service Provider* (for *connection* to the *transmission network*) which has become fully operational (i.e. all conditions precedent or similar in that *connection agreement* have been either satisfied or waived);
 - (b) entering into any other required arrangements associated with the *connection* of the Service Applicant's *facility* to ElectraNet's *transmission network* via a LDCA, including, without limitation, an agreement with any other *Network Users* and ElectraNet (in its capacity as the *Primary Transmission Network Service Provider*) with respect to managing and coordinating the maximum aggregated output levels of all of the *facilities* of all *Network Users* connected through a single *connection point* to the *transmission network* or the LDCA;
 - (c) ensuring that the applicable *performance standards* for its *facility* have been approved by AEMO in accordance with the procedures set out in r 5.3.4A of the NER and that any other obligations of the Service Applicant under r 5.3.4A and r 5.3.4B have been satisfied; and
 - (d) obtaining AEMO's approval with respect to the location of the *connection point* for the LDCA Services and the relevant metering installations.
- 6.1.2 If it is determined that any components of the GWF1A OHL are to be converted into DNAs in order to facilitate the *connection* of a Service Applicant's *facility*, each of the preconditions in paragraph 6.1.1 will also apply to the provision of the relevant *DNA services* (other than paragraph 6.1.1(b)). In addition, the provision of any *DNA services* by GWFC will be subject to GWFC successfully negotiating and entering into:
- (a) a *network operating agreement* with ElectraNet, which enables ElectraNet to assume operational control of the relevant GWF1A OHL assets which are to become DNAs; and
 - (b) an appropriate variation to GWFC's existing TCA with ElectraNet for the *connection* of the GWF1A OHL to the *transmission network* which gives effect to the DNA conversion.

6.2 Price and terms of LDCA Services

- 6.2.1 Any LDCA Services to be provided to the Service Applicant are to be on terms and conditions agreed between GWFC and the Service Applicant. The following principles will apply when GWFC and a Service Applicant negotiate the price and terms of LDCA Services which are to be provided utilising the GWF1A OHL:
- (a) each of the negotiating principles specified in Items 2-7 of Schedule 5.11 of the Former Chapter 5;
 - (b) each of the negotiating principles specified in Schedule 5.12 of the Former Chapter 5.
- 6.2.2 Among other things, these principles provide that:
- (a) the price for LDCA Services should be such as to enable GWFC to recover the efficient costs of complying with all regulatory obligations or requirements associated with the provision of the LDCA Services;
 - (b) the Service Applicant should pay for the cost of any enlargement or increase in capacity of

- (an upgrade), or alterations to, the LDCA required to provide it with the required LDCA Services, including the costs of moving any existing equipment;
 - (c) the connection of the Service Applicant to the LDCA and access to the LDCA Services must not adversely affect the access standards, including *performance standards* and *power transfer capability* of an existing connected party;
 - (d) the *connection* of the Service Applicant to the LDCA and access to the LDCA Services must not adversely affect contractual obligations of an existing connected party to the LDCA with the relevant *Large Dedicated Connection Asset Service Provider*;
 - (e) the Service Applicant must compensate GWFC (and any existing connected party) for any lost revenue incurred during an upgrade of, or alterations to, the LDCA and metering and other related equipment moves to provide for the connection and operation of the Service Applicant's facilities and access to the LDCA Services;
 - (f) the connection of the Service Applicant to the LDCA and access to the LDCA Services must not:
 - (1) prevent an existing connected party from obtaining a sufficient amount of LDCA Services to be able to meet that person's reasonably anticipated requirements, measured at the time of the access application by the Service Applicant; or
 - (2) result in the Service Applicant becoming the owner (or one of the owners) of any part of the existing LDCA or upgrade of that asset without GWFC's prior written consent;
 - (3) require an existing connected party or GWFC to bear all or some of the costs of an upgrade of the LDCA or maintaining an upgrade; or
 - (4) require an existing connected party to bear all or some of the costs of an interconnection to the LDCA or maintaining an interconnection.
- 6.2.3 GWFC may, but is not required to, give the Service Applicant access the LDCA Services if doing so would mean the LDCA would no longer constitute a *dedicated connection asset*, including where the Service Applicant is a *Distribution Network Service Provider* or is seeking access to the LDCA Service other than as part of the existing *identified user group* or as a new *identified user group*.

6.3 Price for DNA services

- 6.3.1 If it is determined by GWFC and ElectraNet that components of the GWF1A OHL are to be converted into DNAs to facilitate the Service Applicant's *connection*, paragraph 6.2 above will not apply in respect of access by the Service Applicant to the relevant DNAs.
- 6.3.2 Any *DNA services* to be provided to the Service Applicant are to be on terms and conditions agreed between GWFC and the Service Applicant.
- 6.3.3 The principles specified in the version of S5.12 of the NER which is current as at the date of this *access policy* will apply when GWFC and a Service Applicant negotiate the price and terms of *DNA services* which are to be provided utilising the GWF1A OHL. Among other things, these principles provide that:
- (a) the price for a *DNA service* should be such as to enable GWFC to recover the efficient costs of complying with all regulatory obligations or requirements associated with the provision of the *DNA service*;
 - (b) the *connection* of a Service Applicant to an *existing designated network asset* and access to *DNA services* must not adversely affect contractual rights and obligations of an existing *connected party* to the *designated network asset*;
 - (c) access to *DNA services* must not:
 - (1) result in the Service Applicant becoming the owner of any part of the existing *designated network asset* or upgrade of that asset without the consent of the existing owner;

- (2) require an existing connected party or the owner of the *designated network asset* to bear all or some of the costs of an upgrade of the *designated network asset* or maintaining an upgrade;
 - (3) require an existing connected party to the *designated network asset* to bear all or some of the costs of a connection to the *designated network asset* or maintaining a connection; or
 - (4) require the owner of a *designated network asset* to extend or replicate the *designated network asset*.
- 6.3.4 GWFC may, but is not required to, give the Service Applicant access the *DNA services* if doing so would mean the DNA would no longer constitute a *designated network asset* including where the Service Applicant is a *Distribution Network Service Provider* or is seeking access to the *DNA services* other than as part of the existing *identified user group* or a new *identified user group* or where the proposed *connection* will create a *network loop*.
- 6.3.5 It should be noted that any conversion of the GWF1A OHL (or any portion of the GWF1A OHL) into a DNA may only occur with GWF1A's approval (as required by r 11.139.4 of the NER). As a condition to providing such approval, GWF1A may impose a requirement on GWFC to ensure that certain of its existing rights under S5.11 and S5.12 of the Former Chapter 5 of the NER in respect of the GWF1A OHL are preserved contractually. If this occurs GWFC will use its reasonable endeavours to negotiate with GWF1A and the Service Applicant in order to facilitate the preservation of such rights for GWF1A.

7. Suspension of timeframes

- 7.1.1 The timeframes for negotiation of provision of a LDCA Service (or a *DNA service*) as contained in paragraph 3 of this *access policy*, or as otherwise agreed between the parties, are to be suspended in accordance with the provisions below:
 - (a) if the information mentioned in paragraph 4.1 or 4.2 is not provided to GWFC within the timeframes required by those paragraphs, until such time as it is provided;
 - (b) if the information mentioned in paragraph 4.1 or 4.2 that is provided to GWFC is not reasonably adequate to enable GWFC to progress the application, until further information reasonably acceptable to GWFC is provided;
 - (c) where a dispute in relation to a LDCA Service (or a *DNA Service*) has been commenced under the NER, from the date of notification of that dispute until:
 - (1) the withdrawal of the dispute in accordance with the NER;
 - (2) the termination of the dispute by the commercial arbitrator in accordance with the NER; or
 - (3) determination of the dispute by the commercial arbitrator under the NER;
 - (d) where the Service Applicant does not promptly comply with any of its obligations under this *access policy*, the NER or as otherwise agreed by the parties, until such non-compliance is remedied; or
 - (e) if a costs agreement has been requested in writing by GWFC under paragraph 9, until such time as the agreement is finalised and executed by both parties (noting that GWFC may not unreasonably delay the entering into of such an agreement).

8. Termination of negotiations

- 8.1.1 The Service Applicant may elect not to continue with its application for LDCA Services (or *DNA services*) and may terminate the negotiations by giving GWFC written notice of its decision to do so provided it pays all reasonable costs incurred by GWFC to date in accordance with paragraph 9.
- 8.1.2 GWFC may terminate a negotiation under this *access policy* by giving the Service Applicant written

notice of its decision to do so where:

- (a) GWFC believes on reasonable grounds that the Service Applicant is not conducting the negotiation under this *access policy* in good faith;
- (b) the Service Applicant consistently fails to comply with the requirements of this *access policy*;
- (c) the Service Applicant fails to comply with an obligation in this *access policy* to undertake or complete an action within a specified or agreed timeframe, and does not complete the relevant action within 20 Business Days of a written request from GWFC;
- (d) within 20 Business Days of GWFC requesting additional Commercial Information from the Service Applicant pursuant to paragraph 4.2, the Service Applicant has not supplied that Commercial Information; or
- (e) a Solvency Default occurs in relation to the Service Applicant.

9. Payment of GWFC's costs

9.1.1 The Service Applicant acknowledges that it is required to pay GWFC's reasonable costs (including the fees of GWFC's external lawyers and technical consultants) in connection with GWFC:

- (a) considering and processing the Service Applicant's application for access to the GWF1A OHL;
- (b) engaging and negotiating with ElectraNet as *Primary Transmission Network Service Provider* in order to facilitate the Service Applicant's connection;
- (c) engaging and negotiating with any other parties already *connected* to the GWF1A OHL (and their stakeholders) in relation to the Service Applicant's application;
- (d) negotiating and entering into an appropriate connection agreement between GWFC and the Service Applicant to give effect to the Service Applicant's *connection* to the GWF1A OHL; and
- (e) if any portion of the GWF1A OHL is to be converted into a DNA, negotiating the terms of any *network operating agreement* that is required to be entered into between GWFC and ElectraNet.

9.1.2 GWFC may require the Service Applicant to enter into a binding agreement containing terms reasonably acceptable to GWFC upon which the payment of the above costs are to be paid by the Service Applicant.

10. Dispute resolution - availability of commercial arbitration under the NER

10.1.1 If the Service Applicant wishes to dispute the terms of any proposed LDCA Services (*or DNA services*) or the manner in which GWFC is carrying on its negotiations in relation to GWF1A OHL access, the Service Applicant can refer the relevant dispute commercial arbitration under r 5.5 of the NER.

10.1.2 Please refer to r 5.5.2 (*Notification of dispute*) of the NER as to how the Service Applicant may commence this dispute resolution process.

11. Notices

11.1.1 A notice or request that must or may be given or made to GWFC under this *access policy* is only given or made if it is in writing and delivered or posted to GWFC at its address set out the Details table in Part 1 above.

11.1.2 If GWFC gives the Service Applicant notice of a change of its address, a notice, or request may only be given to GWFC if it is delivered or posted to the latest address.

11.1.3 A notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, 6 Business Days after it is posted; or
- (c) if sent by email once acknowledged as received by the addressee.

11.1.4 If a notice, consent, information, application or request is delivered after the normal business hours of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

12. Definitions

In this *access policy*:

Business Day means a weekday other than a public holiday in Adelaide, South Australia.

Commercial Information will include, at a minimum, the following classes of information relating to the Service Applicant:

- (a) details of corporate structure;
- (b) financial details relevant to creditworthiness and commercial risk;
- (c) ownership of assets;
- (d) technical information relevant to the application for a LDCA Service (or *DNA service*);
- (e) financial information relevant to the application for a LDCA Service (or *DNA service*); and
- (f) details of an application's compliance with any law, standard, NER or guideline.

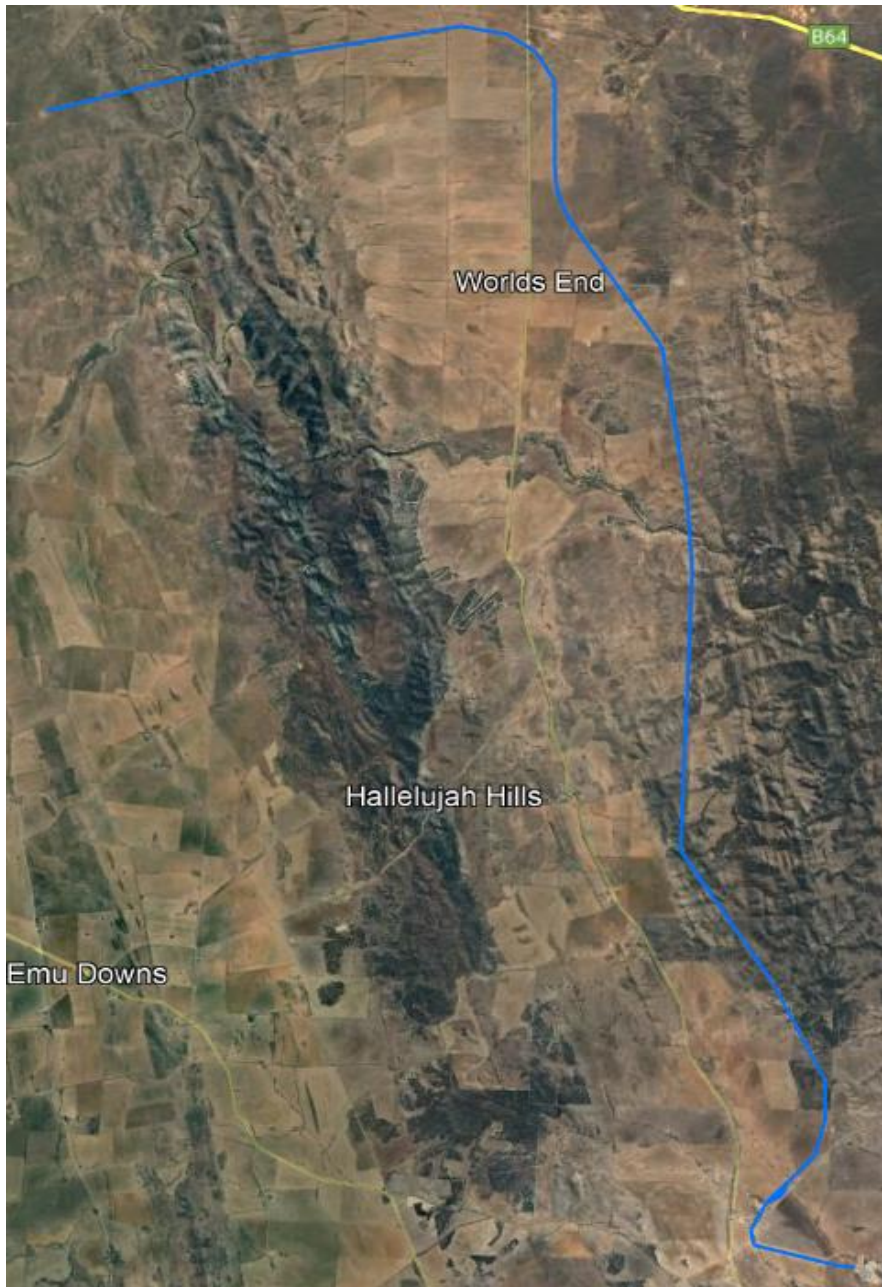
Corporations Act means the *Corporations Act 2001* (Cth).

Solvency Default means the occurrence of any of the following events in relation to the Service Applicant:

- (a) the Service Applicant becomes a Chapter 5 body corporate (as defined in the Corporations Act); and
- (b) the Service Applicant is unable to pay its debts as they fall due and payable.

Attachment – Plan of LDCA Route

Diagram A1-1 – Route Overview



Notes:

- 1 The GWF1A OHL route is delineated on Diagram A1-1 with the blue line. It has a total length of 31.66kms.
- 2 It spans from ElectraNet's Robertstown Substation in the South (bottom right of Diagram A1-1) to the location of the non-regulated GWF Substation in the North (top left of Diagram A1-1).

GOYDER SOUTH

GOYDER RENEWABLES ZONE

Diagram A1-2 – Robertstown Substation close up



Notes:

- 1 The GWF1A OHL route is delineated on Diagram A1-1 with the blue line.
- 2 The GWF1A OHL is connected to Robertstown Substation via a dedicated 275kV connection bay at Robertstown Substation.
- 3 The GWF1A OHL approaches Robertstown Substation from the West North West, as identified in Diagram A2-1.