

Negotiated Customer Connection Contract

PARTIES

ESSENTIAL ENERGY
ABN 37 428 185 226

[INSERT CUSTOMER NAME]
ABN [Insert]

Dated [Insert]



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AGREEMENT made on the date executed by Essential Energy on the signing page.

PARTIES **ESSENTIAL ENERGY** ABN 37 428 185 226
of PO Box 718, Queanbeyan NSW 2620
("Essential Energy")

AND **[INSERT CUSTOMER NAME]** ABN [Insert]
of [Insert Postal Address]
("Customer")

INTRODUCTION

- 1 Essential Energy is registered under Chapter 2 of the National Electricity Rules as a *Network Service Provider* and holds an electricity distributor's licence under the *Electricity Supply Act 1995* (NSW).
- 2 Essential Energy and the *Customer* have agreed that Essential Energy will provide the *Customer* with *network services* which may include *connection services*, as appropriate, on the terms set out in this *Agreement*.
- 3 This *Agreement* is a negotiated connection contract for the purposes of Chapter 5A of the *Rules*.
- 4 Essential Energy acknowledges that for the purposes of this Agreement, the Customer is a large customer as defined in Essential Energy's Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation.

It is agreed

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

- (1) **Agreement** means this document, including any schedule or annexure to it;
- (2) **Commencement Date** means the date set out in Item 3 of the Schedule;
- (3) **Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation** means Essential Energy's Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation, approved by the Australian Energy Regulator under clauses 75-77 of the National Energy Retail Law (Adoption) Regulation 2012 as amended from time to time;
- (4) **Embedded Generator** means the embedded generator described in Item 1 of the Schedule;
- (5) **Expiry Date** means the date set out in Item 4 of the Schedule;
- (6) **Negotiated Customer Connection Contract** means a contract entered into under Division 3 of Part 3 of the *Electricity Supply Act 1995* (NSW);
- (7) **Premises** means the Customer's premises as set out in Item 1 of the Schedule; and
- (8) **Term** means the period commencing on the Commencement Date and ending on the Expiry Date as set out in Item 5 of the Schedule.

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2 NEGOTIATED CUSTOMER CONNECTION CONTRACT

The parties agree:

- (1) to enter into a Negotiated Customer Connection Contract for the Term for provision of Customer Connection Services (as defined in the Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation) and other services at the Premises and on the terms and conditions set out in this Agreement.
- (2) the terms and conditions of the Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation are imported into this Agreement, subject to the variations set out in the Schedule to this Agreement.
- (3) the terms of this Agreement will prevail to the extent of any inconsistency with the terms and conditions of the Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation.

3 SECURITY DEPOSIT

- (1) The Parties further agree that notwithstanding anything else in this Agreement, Essential Energy may not use any part of a security deposit paid under this Agreement to recover amounts due in respect of charges other than charges related to the provision of connection services.

4 GENERAL MATTERS

4.1 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

4.2 Entire Understanding

This Agreement, together with the Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation, is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement.

4.3 Variation

An amendment or variation to this Agreement, other than to the Deemed Standard Connection Contract for Large Low Voltage Customers with Large Embedded Generation as set out in that agreement, is not effective unless it is in writing and signed by the Parties.

4.4 No Partnership

This Agreement does not create or evidence a partnership or joint venture.

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4.5 Confidentiality

- (1) The Parties acknowledge that information disclosed to it by the other Party under this Agreement is confidential.
- (2) Except as stated in this Agreement, the Parties must not and must not permit any of its employees to use or disclose to any person any information disclosed to it by the other Party under this Agreement without the other Party's prior written consent.
- (3) This clause 4.5 does not apply to any information which:
 - (a) is generally available to the public (other than as wrongful disclosure by the relevant Party or its employees);
 - (b) is required to be disclosed by any law; or
 - (c) is required to be disclosed by Essential Energy to any regulator, agency, authority or otherwise in accordance with its obligations under any law, rule or regulation; and

remains in force for five years following termination or expiration of this Agreement.

SAMPLE

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Signing Page

Signed as an agreement.

Executed by
Essential Energy
by its duly appointed attorney
in the presence of:

Signature of witness

Signature of attorney

Name of witness
(BLOCK LETTERS)

Name and title of attorney
(BLOCK LETTERS)

Date

Signed for and on behalf of
[INSERT CUSTOMER NAME]
ABN [Insert]
by its authorised representative
in the presence of:

Signature of Witness

Signature of Authorised Representative

Name of Witness
(BLOCK LETTERS)

Name of authorised representative
(BLOCK LETTERS)

Title

Date

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[Insert]

NMI: [Insert]

Premise No [Insert]

Embedded Generator

Panels [Insert]

Inverters [Insert]

Item 2**Location and Description of Connection**

The Point of Common Coupling (PoCC) will be the load side of substation No in the vicinity of (Existing point of connection unchanged).

[Insert picture of site showing connection point]

Item 3**Commencement Date**

[Insert]

Item 4**Expiry Date**

[Insert]

Item 5**Term**

Ten (10) Years

Item 6**Power Transfer Capability– Satisfactory Operating State**

[Insert inverter capacity] kW

Item 7**Power Transfer Capability– Unsatisfactory Operating State**

Nil

Item 8**Power Quality at the Connection Point**

The target range of voltage magnitude will be from 0.9pu to 1.05pu - in the satisfactory operating state excluding influences of the generating unit

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Item 9 Fault Levels (Embedded Generator not connected)
As per AS3851

Item 10 Connection Equipment to be provided by Essential Energy
Nil

Item 11 Connection Equipment to be provided by the Customer
As shown in the single line diagram.

Item 12 Connection Equipment to be transferred to Essential Energy by the Customer
Nil

Item 13 Design Standards
All electrical plant in this facility must comply with the relevant Australian Standards and the Service and Installation Rules of New South Wales, AS/NZS 3000, AS/NZS 5033:2012, AS 4777 and the Electrical (Consumer Safety) Act 2004.

Where requested by Essential Energy, the customer shall provide appropriate interfaces and accommodation for communication facilities; remote monitoring and protection of plant which is to be installed within the customer's installation.

Earthing of plant in the customer's installation must be in accordance with the Electricity Supply Association of Australia Safe Earthing Guide and must reduce step and touch potentials to safe levels.

Item 14 Conditions for Connection of Customers

Technical Data

Essential Energy as the local Network Service Provider and party to the connection agreement has negotiated access standards for the Embedded Generator connection, and considers that the installation is unlikely to cause a material degradation in the quality of supply to other Network Users.

S5.1a.2 Frequency	In accordance with the Service & Installation Rules of NSW
S5.1a.5 Voltage Fluctuations	In accordance with AS 4777.
S5.1a.6 Voltage Harmonic	In accordance with AS 4777.
S5.1a.7 Voltage Unbalance	In accordance with AS 4777.
S5.1.9 Protection Systems and Fault clearance times including anti-islanding	In accordance with AS 4777.
S5.2.6.2 Communications Equipment	Minimum access standard

Item 15 Power Factor Correction
It should be noted that in accordance with the Service and Installation Rules of New South Wales the power factor of an installation supplied at low voltage should have a power factor of 0.90 lagging to unity.

The Customer may be requested by Essential Energy at any time to provide kVA Demand and power factor data results at no cost to Essential Energy.

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Item 16 Balancing of Load Currents

The Customer's load is to be balanced across all phases. The current in any phase shall not vary more than 5 percent from the average of all three phases or 25amps, whichever is the lesser.

The Customer may be requested by Essential Energy at anytime to provide test results of actual phase loadings at no cost to Essential Energy.

Item 17 Metering

In accordance with Section 8 of the Service and Installation Rules of New South Wales (Alternative Sources of Supply), the customer is required to arrange for the installation of bi-directional electronic metering capable of separately registering both imported and exported energy.

Item 18 Notices

1 Essential Energy

Principal Business Office:	8 Buller Street PORT MACQUARIE NSW 2444
Contact:	Mr Wayne Elliott Manager Network Compliance
Address:	Electra Street TAMWORTH NSW 2340
Postal Address:	PO Box 718 QUEANBEYAN NSW 2620
Phone Number:	02 6701 7515
Fax Number:	02 6701 7516
Email:	networkconnections@essentialenergy.com.au

2 The Customer

Principal Business Office:	[Insert]
Contact:	[Insert]
Address:	[Insert]
Postal Address:	[Insert]
Phone Number:	[Insert]
Fax Number:	[Insert]
Email:	[Insert]

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Item 19 Records

Item	Record Description	Responsibility	Classification	Form of Retention	Retention period
1	Feeder Incident Reports	Essential Energy	Controlled	Hardcopy and/or Electronic	7 years
2	Feeder Protection Relay settings	Essential Energy	Controlled	Hardcopy and/or Electronic	7 years
3	Operational Communications	Both Parties	Controlled	Hardcopy and/or Electronic	7 years
4	Maintenance Records	Customer	Controlled	Hardcopy and/or Electronic	7 years
5	Operating Records	Customer	Controlled	Hardcopy and/or Electronic	7 years

Item 20 Attachments

The following table details attachments to the Connection Agreement

	Description
1	Single Line Diagram
2	Voltage Rise Calculation Report
3	Clean Energy Council Inverter Compliance Record
4	If Applicable Protection Report – System and Setting

Attachment 1 - Single Line Diagram

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[Insert]

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Attachment 2 – Voltage Rise Calculation Report

[Insert]

SAMPLE

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Attachment 3 – Clean Energy Council Inverter Compliance Record



[Insert]

SAMPLE