

MODEL STANDING OFFER FOR A LOW VOLTAGE STANDARD CONNECTION SERVICE – WITH MICRO EMBEDDED GENERATION

(Effective 12 August 2022)



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1 THE PARTIES

This contract is between:

Essential Energy (ABN 37 428 185 226 – a statutory state-owned corporation incorporated under the *Energy Services Corporation Act 1995* (NSW)) (in this *contract* referred to as "we", "our", or "us"); having the contact details as Essential Energy, PO Box 5730, Port Macquarie NSW 2444; Phone: 13 23 91, who provides or is to provide you with *standard connection services* at the *premises* identified in *your connection application*; and

You, the connection applicant identified in the connection application to whom this contract applies (in this contract referred to as "you" or "your").

If the *connection applicant* is not the retail customer or real estate developer as identified in the *connection application*, in the case of an *expedited application*, the *connection applicant* enters into the *contract* on behalf of the retail customer or real estate developer.

2 PURPOSE OF THIS DOCUMENT

This document is *our* Model Standing Offer for a *standard connection service* involving a *micro embedded generating unit*. A *standard connection service* is provided for all new *connections* or *connection alterations* where the *connection* requires *augmentation* or *extension* of the *distribution network*.

More information about this *contract* and other matters is on *our* website: essentialenergy.com.au

3 INTERPRETATION

- (1) Subject to clause 3(2), italicised terms used in this *contract* have the same meaning as they have in the *customer connection contract*, this *contract* or the *energy laws*. If a definition appearing in this *contract* is inconsistent with the definition applying under an *energy law*, the definition in the *energy law* will prevail to the extent of any inconsistency.
- (2) To avoid doubt which might otherwise arise because of inconsistencies between terminology in the *energy laws* and the Service and Installation Rules of New South Wales, the following conventions are used when referring to a *connection point*:
 - (a) connection point in the Service and Installation Rules of New South Wales is known as the point of supply; and
 - (b) connection point and point of supply are taken to have the same meaning.
- (3) Unless stated to the contrary:
 - (a) words importing the singular include the plural and vice versa; and any gender includes the other genders;
 - (b) a reference to a person includes a natural person, firm, unincorporated association, corporation and a government statutory body of authority;
 - (c) a reference to a person includes its legal and personal representatives, successors and assigns;
 - (d) a reference to legislation, a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (e) a reference to a right includes a benefit, remedy, discretion, authority or power; and
 - (f) headings are for convenience only and do not affect interpretation.

4 CONTRACT TERM

4.1 Commencement of Contract

- (1) This *contract* will be formed and will be taken to commence:
 - a. for expedited applications, on the date your connection application is received by us, you having indicated that the Model Standing Offer is acceptable, and we having notified you that the terms of the Model Standing Offer are appropriate.
 - b. for connection applications that are not expedited applications, on the day you accept our connection offer by executing this contract and returning it to us. If you accept our connection offer more than 45 business days after the date that we made the offer, this contract will not commence.

4.2 Termination of Contract

- (1) This contract will end:
 - (a) if we determine the information provided in the *connection application* is incomplete, false or misleading and we notify you of that fact, on the date that we specify in any such notification;
 - (b) if your customer connection contract ends;
 - (c) if you and we enter into another agreement in relation to the same, or similar type of connection, for the same premises;
 - (d) if *you* breach this *contract* and do not remedy the breach within 10 business days of us notifying *you* of the breach and we are permitted to terminate this *contract* under the *energy laws*;
 - (e) twelve months after this *contract* commences if the *connection* applied for has not been established. You will then need to make a new *connection* application to us.
- (2) If this *contract* ends, *we* may disconnect, dismantle, decommission and remove any of *our premises connection assets*.

5 PROVISION OF STANDARD CONNECTION SERVICES

5.1 Standard connection services

- (1) We will provide *standard connection services* on the terms and conditions set out in this *contract* which includes:
 - (a) this document;
 - (b) the information provided by *you* or on *your* behalf in the *connection* application: and
 - (c) to the extent applicable, *your customer connection contract*.

5.2 Customer connection contract

- (1) The terms and conditions contained in this contract are additional to and form part of the customer connection contract. If you do not already have a customer connection contract, it will be taken to commence on the same date as this contract commences and will be in the terms of the applicable deemed connection contract.
- (2) If there is any inconsistency between the terms and conditions of this *contract* and the *customer connection contract*, to the extent permitted by law, this *contract* will prevail.

5.3 Site Specific Conditions

- (1) In approving a *connection application*, we may impose a *site specific condition* on the *premises* following consultation with *vou*. If it is necessary for *us* to do so:
 - (a) we will notify *you* in writing of any *site specific condition* as soon as practicable;
 - (b) that site specific condition will be entered on a register; and
 - (c) that site specific condition will be taken to form part of this contract.

5.4 Timing of provision of standard connection services

- (1) The timing of *your connection* is determined by when:
 - (a) your electrical professional completes the premises connection assets;
 - (b) your electrical professional or we complete the augmentation works in accordance with clause 6; and
 - (c) your electrical professional energises the electrical installation. Your electrical professional will agree a timeframe with you for completing this work.
- (2) As soon as practicable before the performance of work required in clause 5.4(1)
 - (a) receive and assess the connection application; and
 - (b) make any applicable connection offer.
- (3) After the performance of work required in clause 5.4(1), we will receive from your electrical professional and assess:.
 - (a) certificate of completion of electrical work (CCEW);
 - (b) notification of service work (NOSW); and
 - (c) records of any inspections, if required.

5.5 Inspection of works and correction of defects

- (1) While we periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical professionals are complying with the energy laws, we do not represent or warrant that we will carry out an inspection at your premises.
- (2) We do not represent or warrant that any inspection carried out by us will identify any or all faults or defects or that the electrical installation and premises connection assets are free from fault or defects if none are identified in the course of any such inspection.
- (3) You remain responsible and liable for all work undertaken by your electrical professional.
- (4) Whether or not we have carried out an inspection at the *premises*, we may, at any time within 3 years following the transfer of ownership of the *premises connection* assets to us under clause 8.1(1) of this *contract*, notify you of:
 - (a) any *defect* that existed, or that arises subsequently as a result of a *defect* that existed, at the time of the transfer of ownership of the *premises* connection assets to us under clause 8.1(1) of this contract, in relation to the *electrical installation* or the *premises connection assets* that must be rectified; or
 - (b) any other work in relation to the *electrical installation* or the *premises* connection assets that must be completed by you in order to comply with this contract.
- (5) You must procure your electrical professional to correct any defects and undertake any items of work contained in the notice given under clause 5.5(4) as soon as practicable.
- (6) Failure to rectify a *defect* notified to *you* under this clause 5.5 may result in disconnection of the *premises* in accordance with the *energy laws*.

6 AUGMENTATION AND/OR EXTENSION

- (1) In order for *us* to provide *standard connection services*, *you* must submit appropriate documentation and ensure that the *augmentation works* are constructed on the terms set out in this *contract* and in accordance with CEOP2015 General Terms and Conditions for the Supply of Electricity to New Subdivisions and Site developments
- (2) Unless we tell you that we must perform any part of the augmentation works, you must procure an electrical professional to undertake the augmentation works at your cost (this will occur where services are contestable, as described in clause 7.1).

7 CONNECTION ASSETS - INSTALLATION

7.1 Contestable services

- (1) You must engage an appropriately qualified electrical professional that holds a current Essential Energy authorisation to complete the new connection or connection alteration at your premises to ensure that your connection and its impact on the distribution network remain safe and reliable.
- (2) In order to complete a new *connection* or a *connection alteration*, *you* will need to install certain *premises connection assets* such as electricity service lines, sealing devices, transformers and switchgear. *You and your electrical professional* will determine what *premises connection assets* are required for the *connection*.
- (3) If you are proposing to connect a new or replacement *embedded generating* unit by way of a basic micro EG connection service, the *embedded generating* unit must be compliant with the DER Technical Standards. The Electricity Supply Act 1995 (NSW) gives electricity customers the right to choose who carries out the work required for a new connection or a connection alteration, as such work in New South Wales is contestable.
- (4) You must ensure that the electrical wiring work carried out at the premises is performed by an electrical professional and that the electrical installation complies with the technical and safety requirements of this contract.

7.2 Prior to energisation

- (1) If you are completing a new *connection* for your premises, you must obtain a contract with a retailer for the supply of electricity to the premises before the electrical professional energises your connection.
- (2) The new or replacement *embedded generating unit* that is the subject of the *basic micro EG connection service*, must be compliant with the *DER Technical Standards*.

7.3 Service mains on other land

- (1) This clause applies if in order to connect *your premises* to our *distribution system* it is necessary to erect *service mains* on or over *other land*.
- (2) In that case, we will not permit the connection unless:
 - (a) we have given our written consent to the location of the service mains; and
 - (b) the registered proprietor of the *other land* has signed and delivered to us a deed of agreement to grant an easement for the *service mains*, in accordance with our standard form deed of agreement CEOF6274 which is available on our website.
- (3) As soon as is reasonably practicable after the *service mains* are installed on the *other land*, *you* must obtain from the owner of the *other land* a transfer granting easement in registrable form for the easement referred to in paragraph 7.3(2)(b) and deliver it to *us*, together with a survey of the easement prepared by a registered surveyor and suitable for lodgment at Land and Property Information together with the transfer instrument.
- (4) The satisfaction of this clause is a precondition to *connection*.
- (5) If *energisation* occurs before the requirements of this clause have been satisfied, we will not accept ownership of the *service mains* in accordance with clause 8.1.
- (6) You acknowledge and agree that if the *connection* is *energised* before the requirements of this clause have been satisfied, we may:

- (a) terminate this *contract*; and
- (b) disconnect the *premises*.
- (7) You also acknowledge that if paragraph 7.3(2) has not been satisfied, the owner of the other land may require you to remove the service mains.

7.4 Safety and technical requirements

- (1) To the extent they are relevant, *you* and any person that installs any equipment on *your premises* must comply with the following:
 - (a) DER Technical Standards
 - (b) The Electricity Supply Act 1995 (NSW)
 - (c) Electricity Supply (General) Regulation 2014 (NSW)
 - (d) The Electricity Act 1994 (QLD) (if the *premises* is located in Queensland)
 - (e) Community Land Development Act 1989 (NSW)
 - (f) The Electricity (Consumer Safety) Act 2004 (NSW)
 - (g) The Electricity (Consumer Safety) Regulation 2015 (NSW)
 - (h) AS2467 Maintenance of Electrical Switchgear
 - (i) AS/NZS 3000 Australian/New Zealand Wiring Rules
 - (j) AS/NZS 61000 Electromagnetic Compatibility
 - (k) Service and Installation Rules of NSW
 - (I) AER Connection charge guidelines for electricity retail customers Under Chapter 5A of the National Electricity Rules
 - (m) CEOP2513.06 Essential Energy Connection Policy Connection Charges
 - (n) CEOP8003 Sub transmission and Distribution Network Planning Criteria and Guidelines
 - (o) CEOM7098 Distribution Underground Design and Construction Manual
 - (p) CEOM7097 Overhead: Design Manual
 - (q) CEOP8012 Co-generation Protection Guidelines
 - (r) CEOP8046 Network Planning: Easement Requirements
 - (s) CEOP8026 Supply Standards: Electricity Supply Standard
 - (t) Essential Energy's Network Standards
 - (u) The *rules*, Market Operation Rules, and any applicable Metrology procedures made under the *rules* or the Market Operation Rules.
 - (v) Any requirements or standards specified by *us* from time to time to ensure compliance with the *rules*
 - (w) Essential Energy's Electrical Safety Rules, Codes of Practice and Procedures for work on or near Electrical Apparatus
- (2) You must not take electricity at a rate which exceeds the total capacity as specified in *your connection application* for *your connection point*.
- (3) We may require more than one *connection point* at the *premises* if we consider it necessary to do so in order to provide you with a safe and efficient supply of electricity
- (4) You must not generate and transmit electricity from your micro embedded generating unit at a rate which exceeds the total generator output specified in your connection application.
- (5) You must take all reasonable precautions to prevent the islanding of your micro embedded generating unit, including installing anti-islanding relays to isolate your micro embedded generating unit in the event of loss of incoming supply of electricity to your premises.
- (6) You must install warning signs on the main switchboard and on all distribution boards in a prominent position, indicating that a generator is connected at your premises.
- (7) You must ensure your *installer* updates the *DER Register* with *DER Register* Information in the following circumstances, as soon as practicable after the relevant installation or work is completed:
 - (a) a *small generating unit* is commissioned at *your connection point*, either as a result of a new *small generating unit* being installed or an existing *generating unit* being modified;
 - (b) a *small generating unit* is modified at *your connection point* such that any of the *DER Register Information* about that *small generating unit* changes; and/or
 - (c) a small generating unit is decommissioned at your connection point.
- (8) If you become aware that your installer will not update, or has not updated, the MODEL STANDING OFFER FOR A LOW VOLTAGE STANDARD CONNECTION SERVICE WITH MICRO EMBEDDED GENERATION | 7

- DER Register as required under clause 7.4(7), you must provide the DER Register Information to us as soon as practicable after the relevant installation or work is completed.
- (9) You must promptly provide to us upon request, the DER Register Information regarding any small generating units installed at your connection point.

8 CONNECTION ASSETS – POST INSTALLATION

8.1 Ownership

(1) Subject to clause 7.3 ownership of the *premises connection assets* installed by *your electrical professional* is transferred to *us* when those assets are *energised*. You must do everything reasonably practicable to ensure that the *premises connection assets* are unencumbered (i.e not subject to any legal or other claim that would prevent the transfer of ownership).

8.2 Responsibility for equipment

- (1) We are responsible for the operation, ownership and maintenance of *premises* connection assets once ownership is transferred to us.
- (2) You must accommodate on *your premises*, and protect from harm, any metering equipment and *premises connection assets*.

8.3 Rights of access

- (1) You must provide our agents, contractors and employees safe and unhindered access to the *premises* so that we can fulfill our obligations under this *contract* and the *energy laws*.
- (2) We and any person authorised by us has a right of safe and unhindered access to and over the *premises* for any purpose or activity in connection with the undertaking of a connection service by your electrical professional or the performance of our obligations under this connection contract including but not limited to.
 - (a) the inspection of any *premises connection assets* and/or *electrical installation* carried out by *your electrical professional*;
 - (b) the exercise of any other function conferred on *us* under *energy laws*;
 - (c) any breach or possible breach of *our* technical and safety requirements, the *energy laws* or this *contract*.
 - (d) any defect or possible defect in the premises connection assets or the electrical installation; and
 - (e) in an emergency, to enter the *premises* at any time of day or night.

8.4 Metering

- (1) You must have appropriate metering equipment installed at your premises that complies with the applicable energy laws.
- (2) A *Metering Coordinator* is responsible for the provision, installation and maintenance of your metering equipment. The *Metering Coordinator* must appoint a *Metering Provider* for the provision, installation and maintenance of your metering equipment.
- (3) An *electrical professional* engaged by a *Metering Coordinator* or *Metering Provider* must install the metering equipment at *your premises*.
- (4) If you supply electricity into *our distribution system* via your micro embedded generating unit, you must ensure that your metering equipment permits the electricity generated by your micro embedded generating unit to be measured in accordance with the applicable energy laws.
- (5) You will need to make arrangements with *your* retailer if *you* require any meter with functionality to a higher standard than that which currently exists on the *premises*.
- (6) The position and standards of installation of all meters must be in accordance with the Service and Installation Rules of NSW, AS/NZ 3000 Wiring Rules and the *rules*.

9 CHARGES

9.1 General charges and payments

- (1) You must pay us any applicable fee for ancillary network services provided to you under this contract, the prices of which are prescribed by the AER and are published on our website at essentialenergy.com.au.
- (2) Unless you are not liable to pay your retailer for the charges, we will charge your retailer for any ancillary network services or other goods or services supplied to you in connection with this contract.
- (3) If *you* are liable to pay *us* directly, *you* must pay *us* using any method of payment set out in any bill *we* send to *you*.
- (4) Any charges payable by *you* for contestable works are as agreed between *you* and *your electrical professional*.

9.2 Shared Asset Pioneer Scheme

- (1) You must pay us any applicable fee determined in accordance with our Shared Asset Pioneer Scheme.
- (2) Alternatively, *you* may be eligible to receive a payment from *us* in accordance with *our* Shared Asset Pioneer Scheme.
- (3) In this clause, "Shared Asset Pioneer Scheme" means the scheme requiring customers who connect to a part of the network funded by another customer in the previous 7 years to make a payment to connect to that network and reimburse the pioneer customer(s), as set out in the Essential Energy Connection Policy Connection Charges, which is available on our website: essentialenergy.com.au.

10 INFORMATION

- (1) If you have any queries about your connection, please contact us and we will provide you with reasonable technical or other information that you may have about your connection.
- (2) You may also access important information about new *connections* and *connection alterations* on *our* website.

11 COMPLAINTS AND DISPUTE RESOLUTION

11.1 Complaints

If you have a complaint relating to this *contract*, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: *Our* standard complaints and dispute resolution procedures are published on *our* website.

11.2 Referral to Australian Energy Regulator

- (1) The processes and procedures described in *our* standard complaints and dispute resolution procedures do not limit *your* rights under the *National Electricity Law* to refer a dispute:
 - (a) regarding the terms and conditions of this *contract*; or
 - (b) about the connection charges payable to us.

to the AER.

12 GENERAL

12.1 Amending this contract

(1) This *contract* may only be amended with the agreement of both parties.

12.2 Governing Law

(1) The laws of New South Wales govern this *contract*.

13 DEFINITIONS

accreditation scheme means the Scheme for the Accreditation of Service Providers made in accordance with the *Electricity Supply (Safety and Network Management) Regulation* 2014 (NSW), administered by NSW Resources and Energy.

accredited service provider or ASP means a person accredited under the accreditation scheme.

AER means the Australian Energy Regulator established by section 44AE of the Competition and Consumer Act 2010 (Cth).

Ancillary network services means services determined by the *AER* to be "Ancillary Network Services", which are provided to a *contestable service provider* retained by *you* or on *your* behalf. In the context of *basic connection services*, *monopoly services* are *connection services* provided to facilitate the installation and *connection* of *contestable premises connection assets* by an *ASP/2*.

ASP/2 means a person accredited as a level 2 accredited service provider in accordance with the accreditation scheme to construct premises connection assets.

augmentation of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity.

augmentation works means the construction, testing and commissioning for an augmentation and/or an extension required for the connection.

authorisation means the consent we give to an ASP to work on or near our distribution network.

connection means a physical link between a *distribution system* and a retail customer's *premises* to allow the flow of electricity.

connection alteration means an alteration to an existing *connection*, including an addition, upgrade, *extension*, expansion, *augmentation* or any other kind of alteration.

connection applicant means in the context of an application for *standard connection* services, an applicant who is either a retail customer or a real estate developer, or a *retailer* or other person making a *connection application* on behalf of a retail customer or real estate developer.

connection application means an application for a new connection or connection alteration in accordance with the Essential Energy Application for Low Voltage Connection form.

connection charge means a charge imposed by *us* for a *connection service* in accordance with clause 8.

connection offer means the offer by us to enter into this contract.

connection point or **point of supply** means the junction of *our* conductors with the *electrical installation* at the *premises* as specified in *your connection application*.

contestable premises connection assets mean those premises connection assets the cost of which is met by you and installed by your electrical professional under section 31 of the Electricity Supply Act 1995 (NSW).

contract means this document and any schedule or annexure to it, including the information contained in the *connection application*;

customer connection contract means:

- (1) for a connection alteration: your existing negotiated contract or if you do not have one, the applicable deemed connection contract for the supply of customer connection services associated with the flow of electricity to your premises.
- (2) for a new connection: the applicable deemed connection contract for the supply of customer connection services associated with the flow of electricity to your premises.

deemed connection contract means a *customer connection contract* that is taken to be entered into under section 67(a) or 67(b) of the National Energy Retail Law and published by *us* from time to time;

defect means any matter or thing that in our reasonable opinion may:

- (1) cause the *electrical installation to be* unsafe;
- (2) cause the *electrical installation* or the *premises connection assets* not to comply with the conditions of this *contract*; or
- (3) cause damage to *our distribution system* or another customer's *electrical installation* or equipment.

DER Register Information means the information specified in the *DER Register Information Guidelines*.

DER Register Information Guidelines mean the guidelines of that name that are published and maintained by the Australian Energy Market Operator under clause 3.7E(g) of the National Electricity Rules.

DER Technical Standards means the requirements for *embedded generating units* under *Australian Standard AS4777.2:2020* as in force from time to time.

distribution network means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customers (excluding *contestable premises connection assets*).

distribution system means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customers and includes any *contestable premises* connection assets.

electrical installation has the meaning it is given in the Electricity (Consumer Safety)
Act 2004 (NSW) and means the electrical wiring and associated equipment that is used to convey and control the conveyance of electricity within premises to which electricity is supplied from a distribution system, but does not include our premises connection assets or anything connected to and extending or situated beyond an electrical outlet socket.

electrical professional means a licensed electrical contractor or an ASP.

electrical wiring work means the actual physical work of installing, repairing, altering, removing or adding to an *electrical installation* or the supervising of that work.

embedded generating unit means a unit that generates electricity at a customer's *premises* and is connected to *our distribution system*.

embedded generating unit operator means a person that owns, controls or operates an *embedded generating unit*.

energise means the application of electrical current to the *premises connection assets* and *energisation* has a corresponding meaning.

energy laws include (as amended from time to time) the National Energy Retail Law, the National Electricity Law, the rules, any rules, regulations and instruments made under the national Energy Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Electricity (Consumer Safety) Act 2004, all rules, regulations, instruments and plans made under or to comply with those Acts, Essential Energy's Network Standards and Electrical Safety Rules, the Service and Installation Rules of New South Wales, AS/NZ3000 Wiring Rules and AS4777 Grid connection to energy systems via Inverters.

expedited application means a connection application made in accordance with an expedited connection application in accordance with Rule 5A.F.3 of the *rules*.

extension is an *augmentation* that requires the provision of a power line (including a *service main*) outside the present boundaries of *our distribution system*.

installer means the person that installs or undertakes work (including decommissioning) on a *small generating unit* at *your connection point*.

micro EG connection means a connection between a micro embedded generating unit and a distribution system of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro embedded generating unit means an *embedded generating unit* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro embedded generator means a small customer, large customer or MSGA customer who operates, or proposes to operate, an **embedded generating unit** for which a **micro EG connection** is appropriate.

MSGA customer means a person who owns, operates or controls, or proposes to own, operate or control, a *small generating unit* and who has an agreement with a *Market Small Generation Aggregator* relating to the small generating unit under which the *Market Small Generation Aggregator* is *financially responsible* for the *market connection point* at which the *small generating unit* is *connected* to the *national grid*.

other land means private land other than the premises.

point of supply or **connection point** means the junction of *our* conductors with the *electrical installation* at the *premises*, as specified in *your connection application*.

premises include any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters and for the purposes of this document, means the *premises* referred to in *your connection application*.

premises connection assets mean the components of *our distribution system* through which we provide electricity to individual *premises*. The components of the customer's *electrical installation* are not *premises connection assets*.

rules mean the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.

service mains mean overhead conductors or underground cables between the point of common coupling on our *distribution network* and the *connection point* at *your premises*. Service mains are installed by an ASP/2 at *your* cost but after *energisation* they are owned, controlled and maintained by *us*.

site specific condition means a condition of connection to premises, or a requirement imposed in relation to connection at premises, that is peculiar to those premises.

standard connection means a connection, including micro EG connection, between the premises of a retail customer or real estate developer and our distribution system that involves augmentation of our distribution network.

standard connection service has the meaning set out in Chapter 5A of the *rules* and in this contract specifically means a new connection or connection alteration to permit connection, including *micro EG connection*, to our low voltage distribution system at the connection point that involves augmentation or extension of the distribution network.



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