

MARCH 2016 – USER AGREED ACCESS CONNECTIONS (N-1)

Issue 4:

No.

Issue 5:

No

Issue 6:

No.

Issue 7:

Yes. Our challenge is how best to not transfer that cost to small Users.

1. We believe that the stated objective of the Technical Rules (TR) change proposal can be accommodated within the existing rules. Namely:

Clause 2.5.1 reads

“The planning criteria in this clause 2.5 apply only to the *transmission and distribution systems* and not to *connection assets*. The *Network Service Provider* must design *connection assets* in accordance with a *User's* requirements and the relevant requirements of section 3”.

Clause 3.1(b) reads:

“This section 3 assumes the times a *User's facility* may operate will not be restricted, except in accordance with these *Rules*. Additional operating restrictions may be agreed by a *Network Services Provider* and a *User*. In such circumstances the *Network Services Provider* may impose requirements over and above those shown in this section 3 to ensure that the *User's facility* only operates in accordance with the agreed restrictions. The additional operating restrictions and any additional requirements must be specified in the relevant *connection agreement*.”

These provisions of the rules effectively allow for constrained access, subject to constraints of clause 3.1(c):

“The objectives of this section 3 are to facilitate maintenance of the *power system* performance standards specified in section 2.2, so that other *Users* are not adversely affected and that personnel and *equipment* safety are not put at risk following, or as a result of, the *connection* of a *User's equipment*.”

2. The earlier proposed minor amendment of the rule via insertion of the word “involuntary” provides explicit clarity. We do not believe that it is necessary to go beyond that simple change. In conclusion, we trust that the insertion of the word “involuntary” would suffice.
3. The fact that Western Power sought exemptions in the past, some of which proved to be unnecessary, should not be used as an argument to change the rule now, above and beyond the sufficient clarification provided by insertion of the word “involuntary”.
4. Our concern is to lower the cost of electricity to small Users. This can be viewed as finding a fair trade-off between the “causer pays” and “all users pay”. Our concern is that when a large user and the NSP are faced with two equal technical solutions, parties could agree that the NSP owns the new assets, so “all users pay”. The Authority’s view on this issue would be welcomed.