



**PROTOCOL FOR COORDINATING PLANNED WORK
BETWEEN TASNETWORKS AND TRANSMISSION
CUSTOMERS AND REGARDING OPERATIONAL
COMMUNICATIONS**

PROTOCOL FOR COORDINATING PLANNED WORK BETWEEN TASNETWORKS AND TRANSMISSION CUSTOMERS AND REGARDING OPERATIONAL COMMUNICATIONS

1. Scope and purpose of Protocol

1.1 The purpose of this *Protocol* is to:

- (a) record the principles underpinning operational communications that may occur between TasNetworks and a **Customer**;
- (b) record the process which TasNetworks will follow when scheduling **TasNetworks Planned Work**;
- (c) record the process via which a **Party** may request certain **Confirmed Planned Work** to be rescheduled;
- (d) promote the general objectives set out below:
 - (i) facilitate efficient and cost effective operational communication and coordination and performance of **Planned Work** having regard to TasNetworks' social responsibility to maximise the utility of the **Network** for, and minimise disruption to, all **Customers** and to minimise cost to consumers;
 - (ii) in respect of **Planned Work**:
 - (A) ensure no unreasonable delay or restriction of a **Party** from performing any **Work** which is necessary for that **Party** to conform with **good electricity industry practice**;
 - (B) ensure each **Party** will, in carrying out any **Work**, diligently carry out that **Work** and ensure that it is completed in a timely manner; and
 - (iii) ensure that operational communications and coordination of **Planned Work** occur consistent with the obligations of TasNetworks and each **Customer** under competition law, including best practice compliance measures relating to "hub and spoke" communications and concerted practices.

1.2 This *Protocol* will be reviewed by TasNetworks at not more than three year intervals in accordance with clause 9.

- 1.3** In the event of any inconsistency between a **Connection Agreement** and this **Protocol**, the **Connection Agreement** will prevail to the extent of that inconsistency.
- 1.4** Terms printed like **this** will have the meaning given in the Glossary set out in clause 10.
- 1.5** The clauses that follow in this **Protocol** are:
- (a) Clause 2 – Operational Communications;
 - (b) Clause 3 – Process flow chart;
 - (c) Clause 4 – Communications under this **Protocol**;
 - (d) Clause 5 – Programming **Planned Work**;
 - (e) Clause 6 – **Rescheduling Inquiry**;
 - (f) Clause 7 – **Rescheduling Request**; and
 - (g) Clause 8 – Compensation
 - (h) Clause 9 – Protocol Amendments
 - (i) Clause 10 - Glossary.

2. Operational Communications Generally

- 2.1 TasNetworks and each **Customer** are required to exchange operational communications associated with the connection arrangements for each specific **Customer** under the respective **Connection Agreements**.
- 2.2 Operational communications under **Connection Agreements** may involve the communication of non-public information. The **Parties** acknowledge that:
- a) any non-public information disclosed by a **Party** under such operational communications must be related to the performance of obligations under a **Connection Agreement**, and disclosed for a legitimate purpose;
 - b) where TasNetworks has received non-public information relating to a **Customer** under such operational communications, TasNetworks will not disclose that information to other **Customers**; and
 - c) TasNetworks will implement measures to ensure it is even-handed in relation to the disclosure of non-public information relating to TasNetworks to **Customers** under such operational communications.

3. Planned Work Process flow chart

Set out in Appendix 2 is a diagrammatical summary of the processes described in clauses 5, 6 and 7 of this *Protocol*. This summary is intended to assist the *Parties* in establishing and implementing those processes. It is not intended to override the requirements of clauses 5, 6 or 7 of this *Protocol*.

4. Communications under this Protocol

- 4.1 All communications between TasNetworks and a *Customer* under this *Protocol* are '*Operational Communications*' for the purposes of the applicable *Customer's Connections Agreement* and must therefore be recorded in the log kept by each *Party* for *Operational Communications*. However, unlike other types of *Operational Communications*, communications between TasNetworks and a *Customer* under clauses 6 and 7 of this *Protocol* must be sent by e-mail to the *Contact Person* for the recipient of that communication and copied to the *Administrator* for the recipient and, in the case of any notice in relation to rescheduling, be in the form set out in Appendix 1 to this *Protocol*.
- 4.2 A communication under this *Protocol* will be deemed to have been received on production of a report by the computer from which the e-mail was sent which indicates that the message was successfully relayed to the recipient's e-mail address.
- 4.3 If a communication is received on a day which is not a *Business Day* or after 4.00 pm on a *Business Day*, it is taken to be received at 8.00 am on the next *Business Day*.

Table 1 – Contact details

TasNetworks	
Title	E-mail address
<i>Administrator</i>	
Customer Account Manager	Programming@tasnetworks.com.au ; customeraccountmanagement@tasnetworks.com.au

5. Programming *Planned Work*

The provisions of this clause 5 apply independently as between TasNetworks and each *Customer*.

5.1 What is *Planned Work*?

'*Planned Work*' is any *Work* (other than *Unplanned Work*) which:

- (a) a *Party* is proposing to undertake on or in relation to its assets;
- (b) that *Party* reasonably considers may affect the *Network* and/or other *Party* to its *Connection Agreement*; and
- (c) is included from time to time in that *Party's Program* issued under clause 5.2.

Planned Work may be *TasNetworks Planned Work* or *Customer Planned Work*, depending on which *Party* is proposing to undertake the *Planned Work*. Similarly, where *Planned Work* has become *Confirmed Planned Work* under clause 5.4, it may be *TasNetworks Confirmed Planned Work* or *Customer Confirmed Planned Work*, as the context requires.

5.2 Long term programming of *Planned Work*

- (a) *Customer Planned Work*: within 3 months of this *Protocol* becoming effective with the relevant *Customer (effective date)*, each *Customer* will provide TasNetworks with a *Program* showing the *Planned Work* which it is planning to undertake:
 - (i) In the case of a *Generator*, during the 27 month period following the *effective date*; and
 - (ii) In the case of a *load Customer*, during the 24 month period following the *effective date*.
- (b) The format of the *Program* provided by each *Customer* must be as approved by TasNetworks acting reasonably.
- (c) *TasNetworks Planned Work*: within 3 months of the *effective date*, TasNetworks will provide each *Customer* with a *Program* showing the *Planned Work* which TasNetworks is planning to undertake during the 13 month period following the *effective date*.
- (d) TasNetworks must take into account the matters specified in Appendix 3 in scheduling its *Planned Work* on the *Network*.
- (e) In respect of *Planned Work* on a *Customer connection asset*, TasNetworks will use reasonable endeavours to agree the timing of *Planned Work* with the relevant *Customer*. In the event that the timing cannot be agreed, the

Planned Work will be scheduled by TasNetworks in accordance with the considerations specified in Appendix 3.

- (f) Each **Program** provided by a Party under this clause 5.2 must be consistent with the information provided by that Party to **AEMO** at that time.
- (g) Each **Party** will provide the other **Party** with an update of its **Program**, on a rolling monthly basis, by the last week of each month.

Note:

This means that each month:

- each **Customer** will issue a **Program** showing the **Planned Work** which it intends to undertake during the next 27 months (**Generators**)/24 months (for **load**), starting at the beginning of the current month; and
- **TasNetworks** will issue a **Program** showing the **Planned Work** which it intends to undertake during the next 13 months, starting at the beginning of the current month.

5.3 **Customer connection asset Planned Work**

In respect of clause 5.2(e) above, TasNetworks and a **Customer** may negotiate and enter into a separate framework for agreeing **planned work** for any relevant **Customer connection assets**, provided that such framework is consistent with the principles contained in this **Protocol** and does not detract from, or diminish the operation of, this **Protocol** in relation to other **Customers**. This **Protocol** will prevail to the extent of any inconsistency.

5.4 **Meetings to co-ordinate the scheduling of Planned Work**

Regular meetings to coordinate **Planned Work** (including telephone conferences) will be agreed between TasNetworks and each individual **Customer**. The regularity of such meetings will depend on each **Customer's** requirements.

5.5 **Declaring Confirmed Planned Work**

- (a) Once a **Party** considers that the date upon which it intends to commence **Planned Work** is certain, it may declare that **Planned Work** to be **Confirmed Planned Work**.
- (b) A **Party** must declare **Planned Work** to be **Confirmed Planned Work** at least 10 **Business Days** before the date on which it is to commence.
- (c) A **Party** may not declare **Planned Work** to be **Confirmed Planned Work** earlier than 90 **Business Days** before the date on which it is to commence.
- (d) A **Party** declares **Planned Work** to be **Confirmed Planned Work** by marking it as "confirmed" in the next **Outage Report** which it issues under clause 5.6, or by issuing a special declaration in accordance with clause 5.7.

- (e) Once a **Customer's Planned Work** has been declared to be **Confirmed Planned Work**, the **Customer** cannot withdraw or amend that **Confirmed Planned Work** (other than at the request of AEMO) without the consent of TasNetworks, which consent will not be unreasonably withheld or delayed.
- (f) TasNetworks may withdraw or amend its **TasNetworks Confirmed Planned Work** at the request of **AEMO**, or if new information becomes available to TasNetworks and TasNetworks reasonably considers that the new information requires a change to the **TasNetworks Confirmed Planned Work** for reasons consistent with Appendix 3.
- (g) Any **Confirmed Planned Work** must be reasonably consistent with the information set out in the last version of that **Party's Program** issued under clause 5.2(g).

5.6 Outage Report

- (a) By no later than 4.00 pm on each Monday, and no earlier than 8.00 am on the preceding Friday, each **Party** must deliver by e-mail to the other **Party** an **Outage Report** in the form as agreed between TasNetworks and each **Customer** from time to time.



- (b) The **Outage Report** must list all:
- (i) **Planned Work** proposed to be commenced by that **Party** during the 28 day period commencing on the Tuesday immediately following the date of issue of the **Outage Report**; and
 - (ii) all **Confirmed Planned Work** scheduled to be commenced by that **Party** during the 90 day period commencing on the Tuesday immediately following the date of issue of the **Outage Report**;

Note:

As the **Outage Report** is issued only once per week, and **Planned Work** must be declared to be **Confirmed Planned Work** at least 10 **Business Days** prior to the **Scheduled Date**, it follows that in each **Outage Report**, all work to be commenced within the next two week period must be declared as **Confirmed Planned Work**, and all work to be commenced during the 3rd week in the period should be declared as **Confirmed Planned Work**. If work to be undertaken during the 3rd week cannot be declared in the **Outage Report**, then a separate notice under clause 5.7 must be issued for that work at least ten **Business Days** prior to its commencement.

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- (c) In respect of each item of **Planned Work** and **Confirmed Planned Work**, the **Outage Report** must:
- (i) describe the **Work**;
 - (ii) specify the intended date and time of commencement of that **Work**;
 - (iii) specify the expected duration of any **outage** associated with the undertaking of that **Work**; and
 - (iv) specify the **Recall Time** for any plant or equipment which will be affected by the undertaking of that **Work** and any expected or potential deficiencies and restrictions which may exist if that plant or equipment was recalled prior to the completion of the **Work**.
- (d) If, for a particular week, a **Party** has no **Planned Work** or **Confirmed Planned Work** in the periods noted in 5.6(b) above, then no **Outage Report** is required to be provided.

5.7 Special declaration of *Confirmed Planned Work*

If, prior to the issue of its next **Outage Report**, a **Party** wishes to declare as **Confirmed Planned Work** an item of **Planned Work** not so declared in its most recently issued **Outage Report**, it may do so by sending a separate notice to the other **Party**. The notice must:

- (a) list for the relevant item all of the information specified in clause 5.6(c);
and
- (b) declare the item to be **Confirmed Planned Work**.

5.8 Information and material changes to *Planned Work* details

Without limiting clauses 5.3, 5.5 and 5.6 each **Party** will notify the other **Party** as soon as it becomes aware of any information or circumstances which may require it to make a material change to its **Program** or any new information not previously provided to the other **Party** under this clause 5 and relevant to either party's **Program**. The notice should explain the circumstances and the nature of the relevant change.

This clause is subject to any confidentiality or other legal restrictions of a **Party** (for example, competition law principles).

6. Rescheduling Inquiry

The provisions of this clause 6 apply independently as between TasNetworks and each **Customer**, and apply:

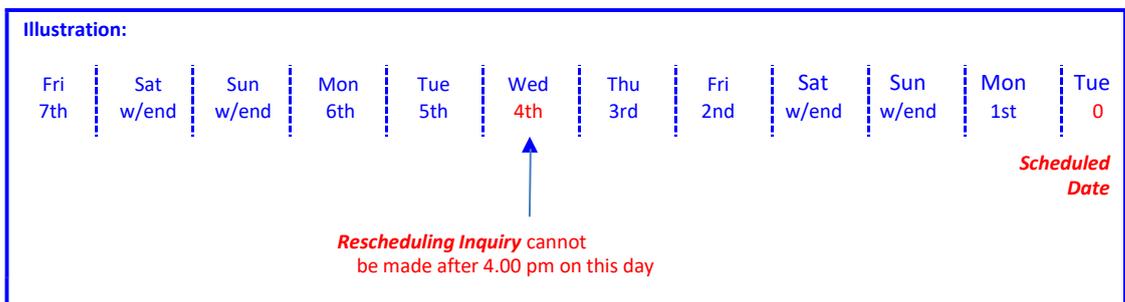
- a) in the case of a request by TasNetworks, to **Customer Confirmed Planned Work**; and
- b) in the case of a request by the **Customer**, to **TasNetworks Confirmed Planned Work** on a **Customer connection asset**.

6.1 A **Customer** may not request that TasNetworks reschedule **TasNetworks Confirmed Planned Work** on the **Network**. However, where a **Customer** has provided new information to TasNetworks under clause 5.8, it may request that TasNetworks consider whether that new information requires a change to **TasNetworks Confirmed Planned Work** as contemplated under clause 5.5(f).

6.2 A **Party** may, at any time up to 4.00 pm on the 4th **Business Day** prior to the **Scheduled Date** for any **Confirmed Planned Work** to which this clause applies ask the other **Party** for information concerning:

- (a) whether or not the relevant **Confirmed Planned Work** can be rescheduled; and
- (b) if the **Confirmed Planned Work** can be rescheduled:
 - (i) the extent to which it can be rescheduled; and
 - (ii) the date after which arrangements to reschedule it could not reasonably be made.

This request is called a '**Rescheduling Inquiry**' and must be in the form set out in Appendix 1 to this **Protocol**.



6.3 The relevant **Party** must provide the information requested in the **Rescheduling Inquiry** as soon as reasonably possible after receipt of the **Rescheduling Inquiry** but in any event no later than 4.00 pm on the 2nd **Business Day** after receipt of the **Rescheduling Inquiry**.

This response is called a '**Rescheduling Inquiry Response**' and must be in the form set out in Appendix 1 to this **Protocol**.

7. Rescheduling Request

The provisions of this clause 7 apply independently as between TasNetworks and each **Customer**, and apply:

- a) in the case of a request by TasNetworks, to **Customer Confirmed Planned Work**; and
- b) in the case of a request by the **Customer**, to **TasNetworks Confirmed Planned Work** on a **Customer connection asset**.

7.1 No **Party** will make a request under this clause 7 unless it has a bona fide reason for requiring the relevant **Confirmed Planned Work** to be rescheduled.

7.2 Except as specified in clauses 7.3 and 7.4, a **Party** may at any time give the other **Party** a notice requesting the other **Party** to reschedule all or a part of any relevant **Confirmed Planned Work** to which this clause applies.

This request is called a '**Rescheduling Request**' and must be in the form set out in Appendix 1 to this **Protocol**.

The **Rescheduling Request** must set out:

- (a) the item of **Confirmed Planned Work** which the **Party** wants rescheduled;
- (b) the reason for the proposed rescheduling; and
- (c) the length of the proposed delay to the commencement of the **Confirmed Planned Work**.

7.3 A **Party** may not make a **Rescheduling Request** if it has already received a **Rescheduling Inquiry Response** in respect of the same **Confirmed Planned Work** which indicates that the **Confirmed Planned Work** cannot reasonably be rescheduled.

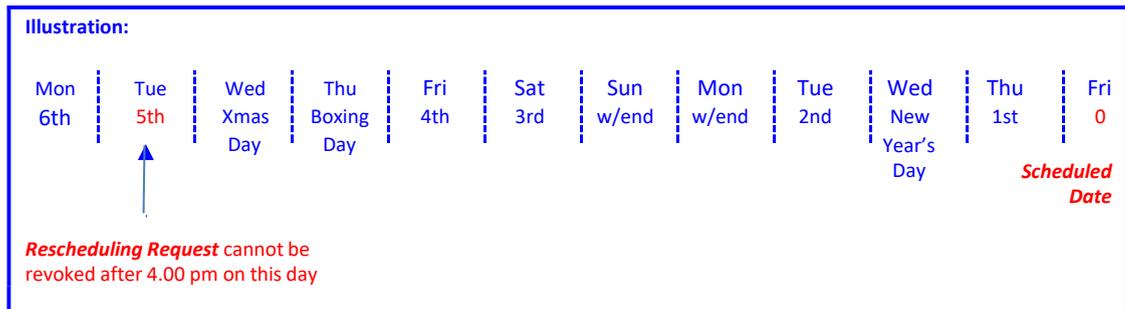
7.4 If a **Party** has already received a **Rescheduling Inquiry Response** which nominates a date after which arrangements cannot reasonably be made to reschedule **Confirmed Planned Work**, the **Party** may not submit a **Rescheduling Request** in respect of the same **Confirmed Planned Work** after 4.00 pm on the nominated date.



7.5 A **Party** can make a **Rescheduling Request** even if it has not first made a **Rescheduling Inquiry**.

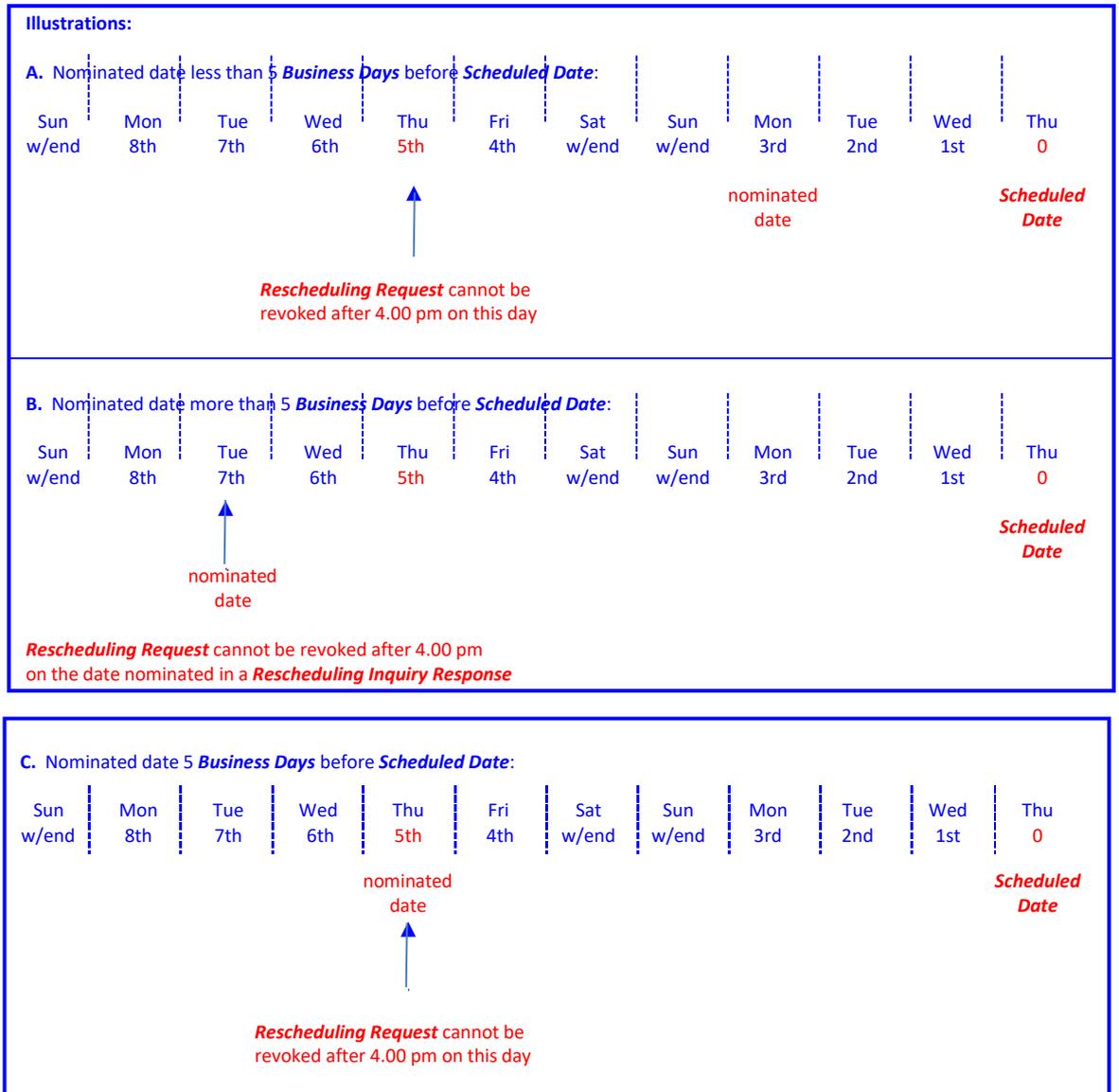
7.6 Except as set out in clause 7.7, a **Rescheduling Request** can be revoked by the requesting **Party** at any time up to 4.00 pm on the 5th **Business Day** prior to the **Scheduled Date** by giving a notice to the other **Party**.

This notice is called a '**Revocation Notice**' and must be in the form set out in Appendix 1 to this **Protocol**.



7.7 If, before making a **Rescheduling Request**, the requesting **Party** received a **Rescheduling Inquiry Response** which nominated a date after which arrangements could not reasonably be made to reschedule the applicable **Confirmed Planned Works**, the **Rescheduling Request** can be revoked at any time up to the earlier of:

- (a) 4.00 pm on the nominated date; and
- (b) 4.00 pm on the 5th **Business Day** prior to the **Scheduled Date**.



- 7.8** If a **Rescheduling Request** is revoked in accordance with clause 7.6 or 7.7 the applicable receiving **Party** must proceed with its **Confirmed Planned Work** in accordance with the terms of its **Confirmed Planned Work Notice**.
- 7.9** Whilst a requesting **Party** cannot revoke a **Rescheduling Request** after the date specified in clause 7.6 or 7.7 (as the case may be), the receiving **Party** may in its absolute discretion permit the requesting **Party** to withdraw a **Rescheduling Request** at any time prior to the scheduled date for commencement of the relevant **Confirmed Planned Work**.
- 7.10** If a **Rescheduling Request** is received by a **Party** not less than 1 **Business Day** before the **Scheduled Date** the applicable receiving **Party** will endeavour to accommodate the **Rescheduling Request**. In making this determination, the applicable receiving **Party** will take into account:

9. Protocol Amendments

9.1 Review

TasNetworks will review this **Protocol** on at least a 3-yearly basis at the start of the relevant calendar year.

TasNetworks may review this **Protocol** on a more regular basis at its discretion (for example, due to a change in the **NER** or competition law).

9.2 Amendment process

In reviewing this **Protocol**, TasNetworks will, before publishing an updated **Protocol**, offer consultation with all **Customers** on any proposed material amendments to the **Protocol**.

TasNetworks will consider in good faith any feedback from **Customers** in relation to any material amendments to the **Protocol** proposed by TasNetworks, but is not bound to implement any changes to its proposed amendments as a result of the feedback received from **Customers**.

10. Glossary

10.1 Defined terms

In this **Protocol** the following terms will have the meaning set out below:

Administrator means in relation to TasNetworks, the person listed in Table 1 as updated from time to time, and for each **Customer**, the person as notified to TasNetworks in writing from time to time;

Business Day means any day except a Saturday, Sunday or public holiday in Hobart;

Business Hours means hours falling between 8.00 am and 4.00 pm on a **Business Day**;

Confirmed Planned Work means **Planned Work** which has been declared as confirmed in an **Outage Report** or by special declaration;

Connection Agreement means the Transmission Connection Agreement entered into between TasNetworks and each respective **Customer**, as amended from time to time;

Contact Person means in relation to a **Party**, the person listed as that **Party's** 'Contact Person' in the relevant **Connection Agreement**;

Customer means a counterparty to a Transmission Connection Agreement with TasNetworks, including any Transmission Connection Agreement entered into after the commencement date of this **Protocol**;

Customer connection asset means a **connection asset** owned and operated by TasNetworks and connecting only the relevant **Customer** to the **Network**;

Emergency means the actual or imminent occurrence of an event which in any way poses or has the potential to pose a threat to the safety of persons, hazard to any equipment (except for equipment that is minor in nature) or property or a threat to **power system security**;

Rescheduling Inquiry means a notice issued by a requesting **party** under clause 6;

Generator has the meaning set out in the **NER**;

Load has the meaning set out in the **NER**;

NER means the 'National Electricity Rules' as contained in the *National Electricity Law* set out in the schedule to the *National Electricity (South Australia) Act, 1996*;

Network means the regulated shared **transmission network** within Tasmania;

Outage Report has the meaning given in clause 5.6;

Operational Communication means any communications given in the course of the day to day running of each **Party's** assets by or on behalf of a **Party** to the other **Party**;

Parties means **TasNetworks** and its **Customers** and '**Party**' means any one of the **Parties** as the context dictates;

Planned Work has the meaning set out in clause 5.1;

Program means in relation to a **Party**, the program provided by that **Party** under clause 5.3 and includes all updates to that program;

Protocol means this 'Protocol for Coordinating Planned Work between TasNetworks and Transmission Customers and regarding Operational Communications' as published on TasNetworks' website and updated from time to time;

Recall Time means the time required by a **Party** during an **outage** to make plant and equipment available to carry or generate energy;

Rescheduling Inquiry Response means a notice issued by a receiving **Party** under clause 6.3;

Rescheduling Request means a notice issued by a requesting **Party** under clause 7.2;

Rescheduling Request Response means a notice issued by a receiving **Party** under clause 7.12;

Revocation Notice means a notice issued by a requesting **Party** under clause 7.6;

Scheduled Date means, in respect of **Confirmed Planned Work**, the date nominated in the relevant **Outage Report** as the date on which that **Confirmed Planned Work** is scheduled to commence;

TasNetworks means Tasmanian Networks Pty Ltd ABN 24 167 357 299 and includes its **Contact Person**;

Unplanned Work means any **Work** in relation to a **Party's** assets which that **Party** considers should be undertaken, in order to deal with an **Emergency** or, as a result of an **Emergency**;

Work includes installation, construction, commissioning, **augmentation, extension**, removal, inspection, testing, undertaking of repairs or undertaking of maintenance in relation to a **Party's** assets;

augmentation, extension, good electricity industry practice, Network User, AEMO, outage, transmission network, connection assets and **power system security** have the same meaning as is given to those terms in the **NER**.

10.2 Interpretation rules

In this **Protocol** unless the contrary intention is specifically expressed:

- (a) a reference to a clause, table or paragraph is a reference to a clause, table or paragraph of this **Protocol**;
- (b) a reference to this **Protocol**, any other agreement or instrument or any provision of any of them includes any amendment, variation or replacement of this **Protocol**, that agreement, instrument or provision;
- (c) a reference to a statute, ordinance, licence, code or other law includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, licence, code or law;
- (d) a reference to a thing (including an amount) is a reference to the whole and each part of it;
- (e) the singular includes the plural and vice versa;
- (f) the word "person" includes a natural person, firm, body corporate, partnership (whether limited or otherwise), joint venture, trust, an unincorporated association and any authority;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, and substitutes (including persons taking by novation) and permitted assigns;
- (h) a reference to one gender includes all genders;
- (i) if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and, if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;

- (k) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
- (l) a reference to a month is a reference to a calendar month;
- (m) a reference to time is a reference to Hobart time;
- (n) if a word or phrase is specifically defined in this **Protocol** other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (o) headings are inserted for convenience and do not affect the interpretation of this **Protocol**; and
- (p) mentioning anything after include, includes or including does not limit what else might be included.



Appendix 1 – Agreed form of rescheduling notice planned work coordination protocol

Re-scheduling application from TasNetworks or Customer

TasNetworks (TN)	Customer
Re-scheduling enquiry	Re-scheduling enquiry
Re-scheduling request	Re-scheduling request
Customer agrees to request	TasNetworks agrees to request
Revocation of re-scheduling request	Revocation of re-scheduling request
Customer agrees to revocation	TasNetworks agrees to revocation

Re-scheduling information

SAP number	Customer number
Circuit	Equipment
Original date	Original date
Suggested date	Suggested date
Suggested time	Suggested time
Agreed date	Agreed date
Agreed time	Agreed time

Re-scheduling agreement

Agree to re-scheduling	Agree to re-scheduling
Date	Date
TasNetworks reference number	Customer reference number

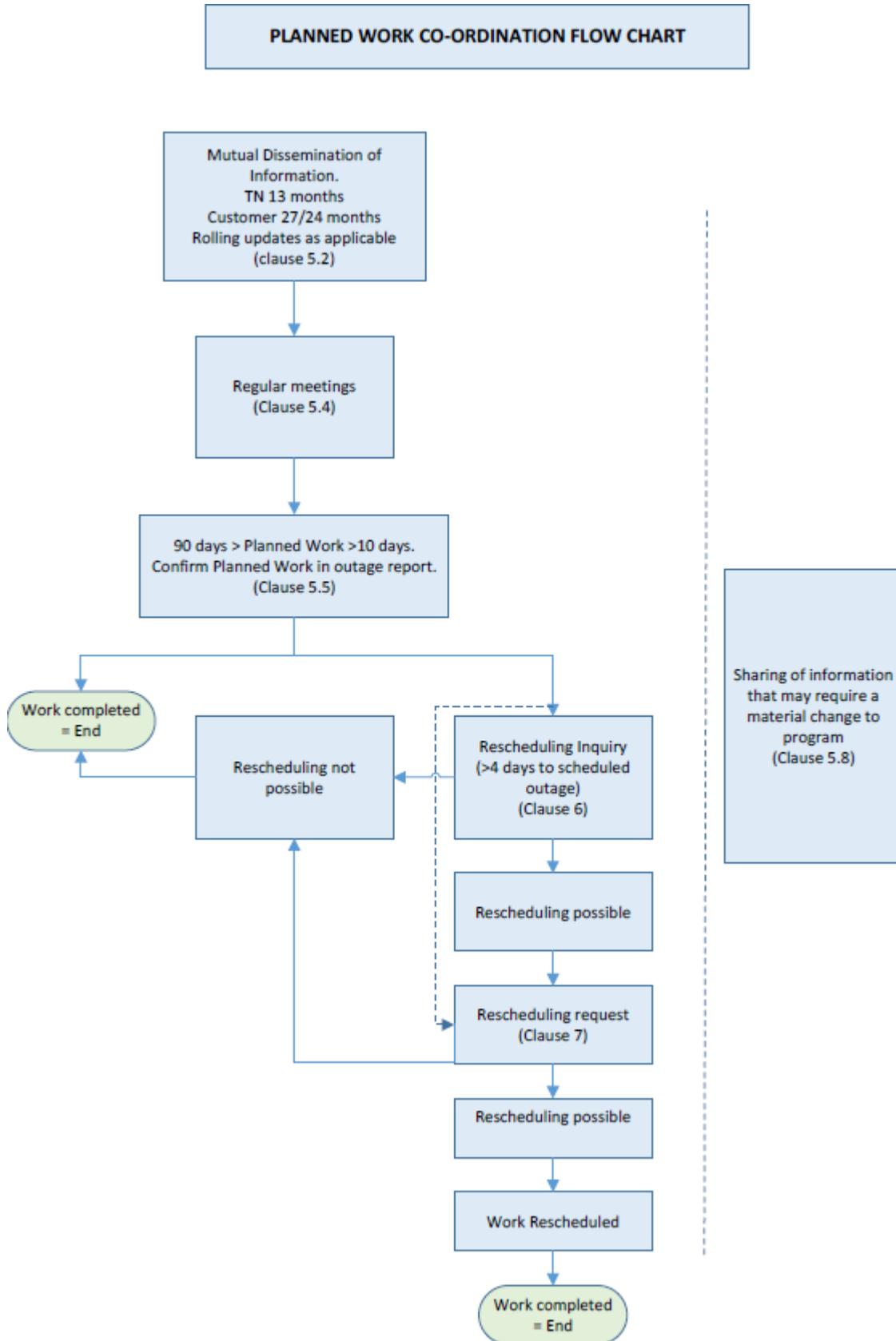
Comments

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Mail to:

Administrator: Programming@tasnetworks.com.au ;
customeraccountmanagement@tasnetworks.com.au

Appendix 2 – Indicative Flowchart,
Coordination of Planned Work



Appendix 3 – TasNetworks Considerations

The matters that TasNetworks must take into account in scheduling **Planned Work**:

1. System security (mitigating any impact of the outage on network reliability, including taking into consideration peaks and troughs in demand);
2. Urgency of works;
3. Least market impact by maximising the Service Target Performance Incentive Scheme (including the Market Impact Component) which is an incentive/penalty scheme based on transmission network availability at key times (when energy prices are high);
4. Minimising cost to TasNetworks;
5. Resource requirements and constraints to perform the work;
6. TasNetworks' social responsibility to maximise the utility of the **Network** for, and minimise disruption to, all Customers and to minimise cost to consumers; and
7. All other relevant information available to TasNetworks (for example, inflow and wind forecasts) on a best endeavours basis and subject to considerations 1-6 above.