Our Ref: 38472984
Enquiries: Ian O'Brien
Email: ian.obrien1@synergy.net.au

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Energy Policy WA
Level 1, 66 St Georges Terrace
PERTH WA 6000

By email to: energymarkets@deed.wa.gov.au

EPWA CONSULTATION: PROPOSED AMENDMENTS TO THE ELECTRICITY GENERATION AND RETAIL CORPORATION SCHEME'S WHOLESALE ARRANGEMENTS

Synergy welcomes the opportunity to provide feedback on Energy Policy WA's (**EPWA**) *Exposure Draft Proposed Amendments to the Electricity Generation and Retail Corporation Scheme's Wholesale Arrangements*, released on 12 May 2026.

Synergy provides a summary of its feedback below, along with more detailed comments on the amendments to the Electricity (Standard Products) Wholesale Arrangements (**Wholesale Arrangements**) in the attached table.

Synergy proposes the following:

a) removing the list of EGRC Facilities from clause 1.4(a) of the Wholesale Arrangements and instead publishing this list on the Standard Products Website. Amending clause (ii) would allow the capture of large new facilities where Synergy is the owner (or Market Participant), as well as large new PPA contracts (such as the newly announced wind PPAs that Synergy has entered into). This approach provides for faster and greater market transparency of changes to EGRC Facilities;

b) removing the list of Specified Plant from clause 1.4(a) of the Wholesale Arrangements and instead publishing this list on the Standard Products Website. Including the new clauses (i) and (ii) would allow the capture of large new facilities where Synergy is the owner (or Market Participant), as well as large new PPA contracts (such as the newly announced wind PPAs that Synergy has entered into). This approach provides for faster and greater market transparency of changes to Specified Plant;

c) amending clause 6.5(c) of the Wholesale Arrangements relating to Force Majeure Events. Synergy is concerned that, because only some of its facilities are listed under Specified Plant, if there were a significant Force Majeure event affecting a collection of sites across the SWIS, Synergy may not be able to call a Force Majeure event even if it is severely impacted. Synergy proposes that if, in aggregate, 15% of EGRC Facilities are impacted, it can apply for Force Majeure under the EGRC arrangements. Synergy has proposed 15% in recognition that its whole portfolio is not being included in this assessment, as the definition of EGRC Facility excludes a number of PPAs (and will continue to exclude any new PPAs under 100MW);

d) amending clause 5.1(f) of the Wholesale Arrangements to only require Synergy to republish the information described in clause 5.1(e) when there has been a "material" amendment for administrative efficiency when undertaking inconsequential amendments such as typographical error correction; and

e) amendments to the Wholesale Arrangements take effect on 30 September 2026. This timeframe is sought to provide Synergy with a reasonable period of time to be business ready to implement the new requirements.

Yours sincerely

IAN O'BRIEN
HEAD OF ASSURANCE AND COMPLIANCE

Table 1: Comments on proposed amendments to the Electricity Generation and Retail Corporation Scheme's Wholesale Arrangements

#	Clause ref.	Issue	Requested amendment
1	1.4(a)	Synergy recommends: • removing the list of EGRC's Facilities and instead publishing this list on the Standard Products Website which Synergy can easily update for any changes; and • including the amended clause (ii) this allows the capture of large new facilities where Synergy is the owner (or Market Participant) and also large new PPA contracts (such as the newly announced wind PPAs that Synergy has entered into). • This approach provides for faster and greater market transparency of changes to EGRC facilities.	<u>1.4(a)</u> ***EGRC's Facilities*** means— (i) each Facility that is owned by the EGRC or in relation to which the EGRC is registered as the Market Participant under the Market Rules; ~~(ii) each of the following Registered Facilities (as described in the list of Registered Facilities maintained and published by the Australian Energy Market Operator)—~~ ~~(A) WARRADARGE_WF1; and~~ ~~(B) NEWGEN_KWINANA_CCG.~~ (ii) each Facility with a System Size greater than 100MW that the EGRC has a contract for the supply of electricity in the Wholesale Electricity Market.
	1.4(a)	Synergy recommends: • removing the list of Specified Plant and instead publishing this list on the Standard Products Website which Synergy can easily update for any changes; and • including the new clauses (i) and (ii) this allows the capture of large new facilities where Synergy is the owner (or Market Participant) and also large new PPA contracts (such as the newly announced wind PPAs that Synergy has entered into). • This approach provides for faster and greater market transparency of changes to Specified Plant.	<u>1.4(a)</u> ***Specified Plant*** means ~~the following Registered Facilities (as described in the list of Registered Facilities maintained and published by the Independent Market Operator)—~~ ~~(i) ;[Blank]~~ ~~(ii) WARRADARGE_WF1;~~ ~~(iii) KWINANA_ESR2;~~ ~~(iv) MUJA_G7;~~ ~~(v) MUJA_G8;~~ ~~(vi) COLLIE_G1;~~ ~~(vii) COCKBURN_CCG1;~~ ~~(viii) COLLIE_ESR4;~~ ~~(ix) COLLIE_ESR5;~~ ~~(x) KING_ROCKS_WF1;~~ ~~(xi) NEWGEN_KWINANA_CCG.~~

			(i) each Facility that is owned by the EGRC or in relation to which the EGRC is registered as the Market Participant under the Market Rules with a System Size greater than 100MW; and (ii) each Facility with a System Size greater than 100MW that the EGRC has a contract for the supply of electricity in the Wholesale Electricity Market.
3	6.5(c)	Synergy recommends amendments to clause 6.5 in relation to Force Majeure Events. Synergy is concerned that, because only some of its facilities are listed under Specified Plant, if there were a significant Force Majeure event affecting a collection of sites across the SWIS, Synergy may not be able to call a Force Majeure event even if it is severely impacted. Synergy proposes that if, in aggregate, 15% of EGRC Facilities are impacted, it can apply for Force Majeure under the EGRC arrangements. Synergy has proposed 15% in recognition that its whole portfolio is not being included in this assessment, as the definition of EGRC Facility excludes a number of PPAs (and will continue to exclude any new PPAs under 100MW).	**6.5(c)** If an SP Agreement includes terms and conditions of the kind described in clause 6.4(e) those conditions must— c) provide that an SP Supplier is deemed to be hindered, delayed, prevented or otherwise affected by the occurrence of a Force Majeure Event if either of the following occur— (i) the electricity that can be generated or supplied by the SP Supplier's Facilities is reduced by at least 20% in the aggregate as result of a Force Majeure Event; or (ii) if the SP Supplier is the EGRC, either A. the generation or supply of electricity from a generating unit of the SP Supplier's Specified Plant ceases or is completely curtailed or completely interrupted as a result of the occurrence of Force Majeure Event~~.~~; or B. the electricity that can be generated or supplied by the EGRC's Facilities is reduced by at least 15% of the combined total of all EGRC facilities as result of a Force Majeure Event.
4	5.1(f)	Synergy recommends the wording "materially changes" as requiring Synergy to republish the information described in clause 5.1(e) for any amendments to the processes, methodologies and inputs used to determine SP Prices would create an administrative burden for Synergy when undertaking inconsequential amendments such as typographical error correction.(Synergy notes the Electricity Supply and Market Rules refers "material changes" and "materially changes").	**5.1(f)** If the EGRC materially changes any ~~amends any of the~~ processes, methodologies and inputs it uses when determining SP Prices, the EGRC must re-publish the information described in clause 5.1(e) within 30 Business Days.