

Format for submissions

Wholesale market arrangements for battery energy storage systems – Code amendment consultation

Submitter	Tesla
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Questions	Comments
<i>Issue 1: Dispatch requirements for BESS when charging</i>	
Q1. Do you agree with our proposal to require BESSs to be dispatchable while consuming?	Agree.
Q2. Do you have any comments on our proposed Code drafting for issue 1?	N/A.
<i>Issue 2: bids and offer forms for BESS</i>	
Q3. Do you agree with our proposal to have separate offers and dispatch for interruptible load and generation reserve?	Agree.
Q4. Do you agree with our proposal that BESS owners have 10 price bands for their bids and 10 price bands for their offers. If not, how many price bands do you think they should have?	Agree.
Q5. Do you agree with our proposal that BESS owners not be required to submit maximum up and down ramp rates?	Agree.
Q6. Do you agree with our proposal to address issue 2?	Agree.
Q7. Do you have any comments on our proposed Code drafting for issue 2?	N/A.
<i>Issue 3: gate closure arrangements for BESS</i>	
Q8. Should BESS owners be able to withhold energy if requested to do so in a grid emergency?	This should be an appropriately compensated service and not be assumed to be – especially if it will impact commercial outcomes (e.g. withholding capacity limiting trading ability).
Q9. Should BESS bid and offer arrangements be aligned?	Agree.
Q10. Do you think greater clarity is needed around the circumstances which allow trade revisions after gate closure?	Tesla encourages a general broadening of the circumstances to allow trade revisions after gate closure beyond those described for the bona fide circumstances. While Tesla is deeply supportive of the work done by the Authority to encourage greater flexibility of BESS operations, such as for changing weather conditions and revised renewables

	forecasts given output can shift significantly in the period between gate closure and real-time dispatch. In the NEM, BESS assets to be able to respond to these changes as a valid rebid reason.
Q11. Do you agree that, to align with forecast schedules, the SoC constraint that applies in the dispatch schedule should be based on energy availability over a half hour period? If not, do you think it should be based on energy availability over a 5 minute period, or the energy availability over the time remaining before the end of the trading period?	Tesla supports applying the SoC constraint based on energy availability over a five minute period to align constraints with dispatch frequency.
Q12. Should state of charge constraints account for round trip losses? If not, why not?	Yes.
Q13. Do you agree that the WITS manager and clearing manager require SoC constrained bid and offer information to perform their functions?	Yes, same as AEMO.
<i>Issue 3: final proposal</i>	
Q14. Do you agree with our proposal to make gate closure arrangements the same between operational states and between grid-connected and embedded BESSs?	Agree.
Q15. If we decided to make gate closure one hour for embedded BESSs, do you consider a legacy clause may be warranted? If so, what do you consider the details of that clause should be?	N/A.
Q16. Do you agree with how we propose to incorporate round-trip losses in calculating state of charge constraints? If not, is there a better alternative to ensure state of charge constraint accuracy?	Agree.
Q17. Are there any other factors that need to be taken into account in adjusted capacities and limits?	N/A.
Q18. Are there are any other reasons why a BESS owner should be able to, or need to, revise their trades after gate closure? If so, what?	Yes – weather conditions and renewable generation forecast (see Q10.)
Q19. Do you agree with our proposal to address issue 3?	N/A.

Q20. Do you have any comments on our proposed Code drafting to address issue 3?	N/A.
<i>Issue 3: Interim proposal</i>	
Q21. Are there any other factors that need to be taken into account in adjusted capabilities under our interim proposal?	None identified at this stage.
Q22. Are there any other reasons why a BESS owner should be able to, or need to, revise their trades after gate closure under our interim proposal? If so, what are these reasons?	Yes – weather conditions and renewable generation forecast (see Q10.)
Q23. Do you agree with our interim proposal to address issue 3?	Agree.
Q24. Do you have any comments on our proposed Code drafting for our interim proposal to address issue 3?	No.
<i>Issue 4: constrained off payments</i>	
Q.25. Do you agree with the Authority's decision not to propose removing constrained off payments for BESSs while charging at this stage? If not, why not?	Agree.
<i>BESS owners' existing obligations</i>	
Q26. Do you consider our proposed Code amendment accurately captures BESS owners' obligations in Parts 13, 14, and 15 of the Code?	Supportive, except for further consideration around a load-BESS hybrid and the ability to be considered as a '(a) dispatch-capable load station', to enable flexibility for emerging data centre hybrid obligations.
<i>Regulatory Statement for the proposed Code amendment</i>	
Q27. Do you agree with the objectives of the proposed amendment? If not, why not?	Agree.
Q28. Do you agree the benefits of the proposed amendment outweigh its costs?	Agree.
Q29. Can you provide any evidence or further information about potential benefits or costs?	Reiterate the benefits of the Code amendment in order for consumers to benefit from the inherent flexibility of BESS.
Q30. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Act.	Agree.
Q31. Do you agree the Authority's proposed amendment complies with section 32(1) of the Act?	N/A.
<i>Code drafting</i>	
Q32. Do you have any comments on the drafting of the proposed amendment?	General comment on a potential further exploration for these requirements being

	placed on the 'BESS owner' – given the evolution in virtual tolling arrangements and BESS owners not necessarily being the BESS operator. Nonetheless, Tesla agrees the final obligations and responsibility should align with the BESS owner, which should be reflected in the Code.
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