

## Stakeholder feedback template

This template has been developed to enable stakeholders to provide their feedback on the Capacity Transfer and Auction Procedures and amendments to the GSH Exchange Agreement.

AEMO encourages stakeholders to use this template, so they can have due regard to the views expressed by stakeholders on each issue. Stakeholders should not feel obliged to answer each question, but rather address those issues of particular interest or concern.

Stakeholder submissions will be published on AEMO’s website unless they are clearly marked as being confidential. Submissions should be sent to [pct@aemo.com.au](mailto:pct@aemo.com.au) by Friday 28 September 2018.

	Questions	Feedback
<b>Capacity Transfer and Auction Procedures</b>		
1.	<p><b>Division 1 - General</b>  <i>(Registration, Service Points, Zones, Pipeline Segments, Register, Facility Agreement Information, CTP Communications)</i></p> <p>1. Do you have any feedback in relation to the provisions common to the Capacity Trading Platform and Capacity Auction as set out in clause 1 to 6?</p>	<p><b>As a general comment:</b> How many days will it take for AEMO to accept a registration application made by a service provider?</p> <p><b>3.2 Determination of zones, pipeline segments and backhaul</b>  <b>(a) Proposals:</b> TGP believes that AEMO’s proposal to determine the inclusion of a zone or a pipeline segment or backhaul auction service can only be implemented if it is operationally possible to do so.  TGP proposes to include these constraints in the Procedures.</p>
2.	<p><b>Division 2 – Capacity Trading Platform</b>  <i>(Application of Timetable, Trades and transfers, STTM &amp; DWGM Integration, Termination of primary GTA)</i></p> <p>2. Do you have any feedback in relation to the Capacity Trading Platform provisions as set out in clauses 7 to 10?</p>	<p><b>As a general comment:</b> TGP is not clear about how overruns will be treated within the transactional part of the auction process. For example, the auction participant wins 5TJ on the DAA for price \$x/GJ, but ends up transporting 5.5TJ. Our agreement will specify a different price for the overrun. How will the facility Operator report the difference in price for the 0.5TJ overrun?</p> <p>As the end result, TGP considers that overruns are probably dealt with purely in the OTSA and will not need to be send to AEMO.</p>

	Questions	Feedback
3.	<p><b>Division 3 – Capacity Auction</b>  <i>(Eligibility, Administration, Auction platform, components and solver, Auction cancellation or exclusion, Running the auction, Auction quantities, Auction results, Auction settlement, prudential and reporting)</i></p> <p>3. Do you have any feedback in relation to Capacity Auction provisions as set out in clauses 11 to 24?</p>	<p><b>14.3 Application of CT and Auction Timetable</b>            (b) TGP proposes to ensure that notification to facility operators about timetable revisions will be passed on through ‘push’ mechanism on the CTP Interface.</p> <p><b>16.1 AEMO to determine product components</b>            (b) TGP does not agree that AEMO amend product components associated with an Auction product from time to time without previous consultation with the Facility Operator. TGP proposes to include a provision to allow for previous consultation with the Facility Operator and relevant stakeholders for any changes made prior to amending Auction products.</p> <p><b>17. Auction cancellation and facility exclusion</b>            (b)(ii) TGP proposes to clarify ‘not practicable or not feasible’ reasons to conduct the capacity auction with the auction facility.</p>
4.	<p><b>Division 4 – Transitional</b>  <i>(Compression Facility Information, Transitional firm services, Existing transportation facilities)</i></p> <p>4. Do you have any feedback in relation to Transitional Arrangements as set out in clauses 25 and 26?</p>	N/A
5.	<p><b>Schedule 1 – Capacity Transfer and Auction Timetable Pre Oct 2019</b>  <i>(Timetable for the transfer of capacity for day-ahead and forward trades, operation of auction)</i></p> <p>5. Do you have any feedback in relation to the pre-gas day harmonisation timetable as set out in schedule 1?</p>	N/A

	Questions	Feedback
6.	<p><b>Schedule 2 – Capacity Transfer and Auction Timetable From Oct 2019</b></p> <p><i>(Timetable for the transfer of capacity for day-ahead and forward trades, operation of auction)</i></p> <p>6. Do you have any feedback in relation to the pre-gas day harmonisation timetable as set out in schedule 2?</p>	N/A
7.	<p><b>Appendix A – Auction Agreement</b></p> <p><i>(Agreement between AEMO and Auction Participant covering the terms of participation in the Capacity Auction)</i></p> <p>7. Do you have any feedback in relation to the Auction Agreement?</p> <p>8. The agreement allows for an agent to be appointed by appointing members, either jointly appointed (such as parties to an unincorporated joint venture) or appointed individually but under the one agreement (such as related bodies corporate appointing a member of a corporate group as agent). As currently provided for under the Exchange Agreement, the appointing members are jointly and severally liable for the acts of the agent (which means the joint venture parties or within the corporate group must manage liability between the appointing members themselves). Is there interest in providing for a different type of agent appointment where the appointing members are severally (not jointly) liable for the acts of the agent (for example, an aggregator acting as agent for unrelated third parties)?</p>	N/A

	Questions	Feedback
<b>GSH Exchange Agreement</b>		
8.	<p><b>General</b> (Definitions, clause 10, 25)</p> <p>9. Do you have any feedback in relation to registration provisions?</p> <p>10. Do you have any feedback in relation to listing service provisions?</p> <p>11. The agreement allows for an agent to be appointed by appointing members, either jointly appointed (such as parties to an unincorporated joint venture) or appointed individually but under the one agreement (such as related bodies corporate appointing a member of a corporate group as agent). As currently provided for under the Exchange Agreement, the appointing members are jointly and severally liable for the acts of the agent (which means the joint venture parties or within the corporate group must manage liability between the appointing members themselves). Is there interest in providing for a different type of agent appointment where the appointing members are severally (not jointly) liable for the acts of the agent (for example, an aggregator acting as agent for unrelated third parties)?</p>	N/A
9.	<p><b>Capacity Products</b> (Capacity Product List document)</p> <p>12. Do you have any you have any feedback in relation to capacity products?</p>	<p>Receipt Zone TGP-RZ-01 – Delivery Zone TGP-DZ-03 = operationally not possible on a one-to-one basis</p> <p>Receipt Zone TGP-RZ-01 – Delivery Zone TGP-DZ-05 = operationally possible under certain storage configurations on a one-to-one basis.</p> <p>Receipt Zone TGP-RZ-01 – Delivery Zone TGP-DZ-06 = operationally not possible on a one-to-one basis</p>

	<b>Questions</b>	<b>Feedback</b>
10.	<b>Delivery Process</b> <i>(Clause 12, 14)</i> 13. Do you have any you have any feedback in relation to the delivery of capacity transactions?	N/A
11.	<b>Settlement</b> <i>(Clause 14A.6, 17, 18, 20, GSH Settlement and Prudential Methodology)</i> 14. Do you have any you have any feedback in relation to the settlement of capacity transactions?	N/A