

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 by Friday 28 September 2018.

	Questions	Feedback
Capacity Transfer and Auction Procedures		
1.	<p>Division 1 - General <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>Does the definition of <i>facility operator</i> differ to that defined as a BB facility operator for the purposes of Part 18? Clarification of these two terms would be helpful to determine where responsibilities may vary.</p>
2.	<p>Division 2 – Capacity Trading Platform <i>(Application of Timetable, Trades and transfers, STTM & 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>Clarity around allocation agents, their methods and factors or facilities that impact allocations at a given zone or receipt / delivery points would give market participants a better understanding of how to manage their positions around traded zones and points. BB Procedures Version 9.0 describes the requirement to publish the allocation methodology and agreement however impacts on allocations for given points and zones should be clearly delineated for participants.</p>

	Questions	Feedback
3.	<p>Division 3 – Capacity Auction <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>	
4.	<p>Division 4 – Transitional <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>	<p>Are compression facilities required to register as a Bulletin Board facility with the provision of the Compression Facility Information? Is it unclear when this information will be published or if it will be on the Bulletin Board.</p>
5.	<p>Schedule 1 – Capacity Transfer and Auction Timetable Pre Oct 2019 <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>	
6.	<p>Schedule 2 – Capacity Transfer and Auction Timetable From Oct 2019 <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>	

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7.	<p>Appendix A – Auction Agreement</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>	
GSH Exchange Agreement		
8.	<p>General</p> <p><i>(Definitions, clause 10, 25)</i></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</p>	

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	<p>(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>	
9.	<p>Capacity Products <i>(Capacity Product List document)</i></p> <p>12. Do you have any you have any feedback in relation to capacity products?</p>	
10.	<p>Delivery Process <i>(Clause 12, 14)</i></p> <p>13. Do you have any you have any feedback in relation to the delivery of capacity transactions?</p>	
11.	<p>Settlement <i>(Clause 14A.6, 17, 18, 20, GSH Settlement and Prudential Methodology)</i></p> <p>14. Do you have any you have any feedback in relation to the settlement of capacity transactions?</p>	<p>Section 3.2.3 Worked example of Close Out and Offset Settlement Amounts: Some clarification of the level of default of party M in this example would help clarify the numbers with respect to settlement amounts.</p>