



## **SUBMISSION 47: Revised Access Arrangement Proposal**

**Date Submitted: 18 April 2011**

DBNGP (WA) Transmission Pty Limited  
ABN 69 081 609 190  
Level 6, 12-14 The Esplanade  
Perth WA 6000

Contact: Trent Leach, Manager Regulatory and Government Policy  
Telephone: 08 9223 4357  
Email: [trent.leach@dbp.net.au](mailto:trent.leach@dbp.net.au)

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## 1. INTRODUCTION

- 1.1. On 14 March 2011, the Economic Regulation Authority (**ERA**) made its draft decision (**Draft Decision**) in relation to the full access arrangement proposal filed by DBNGP (WA) Transmission Pty Ltd (**DBP**) on 1 April 2010 (**Original AA Proposal**).
- 1.2. The Draft Decision indicates that the ERA:
  - (a) is not prepared to approve the Original AA Proposal; and
  - (b) requires 109 amendments to the Original AA Proposal in order to make the access arrangement proposal acceptable to the ERA.
- 1.3. The Draft Decision also fixes a period for amendment of the Original AA Proposal (**revision period**), which revision period expires on 18 April 2011.
- 1.4. Accordingly, and pursuant to Rule 60 of the NGR, DBP submits the following documents with the ERA which make up the amended access arrangement proposal (**Amended AA Proposal**):
  - (a) Amended Proposed Revised Access Arrangement (clear version) (**Attachment 1**); and
  - (b) Amended Proposed Revised Access Arrangement Information (clear version) (**Attachment 2**).
  - (c) Amended Proposed Revised Access Arrangement (marked up version to show the changes from the Original AA Proposal) (**Attachment 3**); and
  - (d) Amended Proposed Revised Access Arrangement Information (marked up version to show the changes from the Original AA Proposal) (**Attachment 4**).
- 1.5. Pursuant to Rule 60(2) of the NGR, these documents only contain amendments or additions to the Original AA Proposal which address matters raised in the Draft Decision.
- 1.6. Rule 59(5)(c)(iii) of the NGR requires the ERA to allow at least 20 business days from the end of the revision period for submissions to be made (in relation to both the Draft Decision and the Amended AA Proposal). The ERA has advised that interested parties are able to make submissions on the ERA's Draft Decision up until 4:00pm (WST) Friday 20 May 2011.
- 1.7. DBP submits that the Amended AA Proposal contains the information that the NGA (which includes the WA National Gas Access Law text (**NGL**) and the National Gas Rules (**NGR**) requires to be included in order to enable it to be approved by the Economic Regulation Authority (**ERA**).
- 1.8. In accordance with Rule 59(5)(c)(iii) of the NGR, DBP will also be filing a number of supporting submissions that explain and substantiate the amendments and additions in the Amended AA Proposal that have been made to address various matters raised in the Draft Decision.
- 1.9. The supporting submissions will be as follows:

- (a) Submission (47) Revised Amended Access Arrangement Proposal (being this Submission)
- (b) Submission (48) Response to Specific Amendments
- (c) Submission (49) Reference Service
- (d) Submission (50) Terms & Conditions
- (e) Submission (51) Opening Capital Base
- (f) Submission (52) Capital Expenditure
- (g) Submission (53) Operating Expenditure
- (h) Submission (54) Rate of Return
- (i) Submission (55) Other Tariff Matters
- (j) Submission (56) Non Tariff Matters

1.10. These supporting submissions will be filed as soon as possible and in any event, no later than 20 May 2011.

1.11. DBP also submits a tariff model, on a confidential basis, which supports the figures included in the Amended AA Proposal. This is **Attachment 5**.

## 2. DBP'S APPROACH TO ITS RESPONSE TO THE DRAFT DECISION

2.1. As outlined in the section above, DBP's approach in responding to the Draft Decision is to submit an Amended AA Proposal that only contains amendments or additions to the Original AA Proposal which address matters raised in the Draft Decision.

2.2. To assist the ERA, the following table has been prepared which:

- (a) identifies which part or parts of the Amended AA Proposal address/es each of the amendments contained in the Draft Decision;
- (b) identifies whether DBP has accepted each amendment or has otherwise addressed it; and
- (c) outlines which, if any, of the supporting submissions will substantiate DBP's position on each amendment.

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
<b>Pipeline Description</b>			
1.	The proposed revised access arrangement should be amended to include a full description of the DBNGP to the same level of detail as set out in the access arrangement information.	A	Appendix 1 to AA
<b>Pipeline Services</b>			
2.	The proposed revised access arrangement should be amended to remove the proposed R1 Service as a reference service.	C	Submission 50
3.	The proposed revised access arrangement should be amended to include, as reference services, the T1 Service, P1 Service and B1 Service as described in the current access arrangement.	C	Submission 50
4.	The proposed revised access arrangement should be amended to include descriptions of the Tp, Tx and Ty Services and any other pipeline services that DBP is making available or will offer during the relevant access arrangement period.	A & C	Submission 50 Para 3.6(a) of AA
<b>Total Revenue – Capital Expenditure</b>			
5.	The value of conforming capital expenditure for the 2005 to 2010 access arrangement period must be amended to values as indicated in Table 15 of this draft decision.	C	Submission 52 Sections 3&6 of AAI
6.	The forecast of conforming capital expenditure for the 2011 to 2015 access arrangement period must be amended to values shown in Table 17 of this draft decision.	C	Submission 52 Section 7 of AAI
<b>Total Revenue – Rate of Return</b>			
7.	In relation to Rate of Return, Table 67 of the proposed revised access arrangement should be amended to reflect the values of CAPM and WACC parameters in Table 45 of this Draft Decision	C	Submission 54 Section 11 of AAI
8.	DBP's Proposed Revisions should be amended to adopt a real pre-tax rate of return of 7.16 per cent.	C	Submission 54 Section 11 of AAI

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
<b>Total Revenue – Incentive Mechanism</b>			
9.	The proposed revised access arrangement should be amended to exclude from total revenue the increment amounts determined under the incentive mechanism that applied in the 2005 to 2010 access arrangement period.	A	Submission 55 Section 4 of AA
<b>Total Revenue – Operating Expenditure</b>			
10.	The forecast of operating expenditure for the 2011 to 2015 access arrangement period must be amended to vales as indicated in Table 73 of this draft decision.	C	Submission 53 Section 4 of AA
<b>Total Revenue – Allocation</b>			
11.	<p>The proposed revised access arrangement should be amended to include a statement that services for gas transportation that are other than services in the nature of reference services are rebateable services within the meaning of rule 93(4).</p> <p>The access arrangement should also include a rebate mechanism that provides for a share of revenue from rebateable services to be rebated to users of services that are in the nature of reference services. The rebate mechanism should provide for the share of revenue to be rebated as:</p> <p>Value of revenue to be rebated= <math>0.8 \times (R - (C \times Q))</math></p> <p>where</p> <p>R is the revenue from the rebateable service (\$);</p> <p>C is the commodity tariff of the full haul, part haul or back haul reference service, as relevant (\$/GJ); and</p> <p>Q is the throughput quantity of the rebateable service.</p>	C	Submission 55
<b>Reference Tariffs</b>			
12.	<p>The proposed revised access arrangement should be amended to specify the reference tariff charges for the T1 reference service for the calendar year 2011 as:</p> <p>Capacity Reservation Charge: \$1.145584/GJ MDQ</p> <p>Commodity Charge: \$0.136310/GJ</p> <p>The proposed revised access arrangement should be amended to provide for determination of the corresponding reference tariff charges for the P1 and B1 reference services for the calendar year 2011 as:</p> <p>Reference tariff charge = <math>F \times D/1399</math></p>	C	Submission 55 Section 3 of AA
<b>Tariff Variation Mechanism</b>			
13.	The proposed revised access arrangement should be amended to change the definition of CPI in the reference tariff variation mechanism to "CPI means the Consumer Price Index, All Groups, Eight Capital Cities.	C	Submission 55 Section 2 of AA
14.	<p>The proposed revised access arrangement should be amended so that the variation of reference tariffs by way of a Tax Changes Variation:</p> <ul style="list-style-type: none"> <li>• is limited to costs of tax changes that satisfy the criteria governing operating expenditure set out in rule 91 of the NGR; and</li> <li>• is subject to the Authority's approval of the variation.</li> </ul>	C	Submission 55 Section 11 of AA Section 15 of AA

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
15.	The proposed revised access arrangement should be amended to remove provision under the reference tariff variation mechanism for the variation of reference tariffs by way of a "new costs pass through variation".	A&C	Submission 55 Section 11 of AA Section 15 of AAI
<b>Terms &amp; Conditions</b>			
16.	The term "B1 Service", under clause 1 of the proposed revised terms and conditions should be amended to be the B1 Service described as a reference service in the access arrangement, amended as required by this draft decision.	C	Submission 50 Clause 1 T&Cs
17.	The term "Capital Cost of the Expansion" and the definition of this term should be deleted from clause 1 of the proposed revised terms and conditions.	A	Submission 50 Clause 1 T&Cs
18.	Clause 1 of the proposed revised terms and conditions should be amended to include the term "Contracted Firm Capacity" with the same meaning as the term "Contracted Firm Capacity" in the existing terms and conditions.	C	Submission 50 Clause 1 T&Cs
19.	The term "Major Works", under clause 1 of the proposed revised terms and conditions should be amended to exclude planned maintenance.	A	Submission 50 Clause 1 T&Cs
20.	Clause 1 of the proposed revised terms and conditions should be amended to include the term "Overrun Gas" with the same meaning as the term "Overrun Gas" in the existing terms and conditions for the T1 Service.	C	Submission 50 Clause 1 T&Cs
21.	Clause 1 of the proposed revised terms and conditions should be amended to include the term "Accurate" which means <i>"with respect to any measurement of a quantity of Gas, that the measurement is inaccurate to a lesser extent than the relevant limit prescribed by clause 15.13(a)(i) or 15.13(a)(ii), as the case may be"</i> .	A	Submission 50 Clause 1 T&Cs
22.	The terms "Related Body Corporate" and "Related Entity", under clause 1 of the proposed revised terms and conditions should be amended so as they apply to the definitions in the Corporations Act as defined from time-to-time, and not as limited to a point in time.	C	Submission 50 Clause 1 T&Cs
23.	The term "Retail Market Rules", under clause 1 of the proposed revised terms and conditions should be amended to mean <i>"the retail market rules that govern the retail gas market in Western Australia"</i> .	A	Submission 50 Clause 1 T&Cs
24.	Clause 1 of the proposed revised terms and conditions should be amended to have the same meaning as the term "T1 Service" in the existing terms and conditions.	C	Submission 50 Clause 1 T&Cs
25.	The term "Tp Service", under clause 1 of the proposed revised terms and conditions should be amended to identify the characteristics of the service.	C	Submission 50 Clause 1 T&Cs
26.	Clause 2.5(e) should be amended to make reference to <i>"Part 2 of Chapter 4 of the National Gas Access (Western Australia) Law"</i> instead of <i>"section 4 of National Third Party Access Rules for Natural Gas Pipeline Systems"</i> .	A	Submission 50 Clause 2.5 T&Cs
27.	The proposed revised terms and conditions should be amended to delete clause 2.6.	A	Submission 50 Clause 2.6 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
28.	Clause 2.7 of the proposed revised terms and conditions, in relation to the access regime and the regulator's requirements as laws should be amended to insert a full stop after 'Contract' in the 3rd line and delete the balance of the clause.	A	Submission 50 Clause 2.7 T&Cs
29.	Clause 3.2 of the proposed revised terms and conditions should be amended to be materially the same as clause 2 of the current terms and conditions for the T1 Service.	C	Submission 50 Clause 3.2 T&Cs
30.	<p>Clause 4.1(a) of proposed revised terms and conditions in relation to the capacity start date, should be amended to include the words "as the Requested Reference Service Start Date" at the end of the sentence.</p> <p>The definition of "Access Request Form" in clause 1 of the proposed revised terms and conditions be amended to read "means the access request form in the form set out in Schedule 1 entered into between the Operator and the Shipper to which these Terms and Conditions are appended".</p>	A	Submission 50 Clauses 1 & 4.1 T&Cs
31.	Clause 4.2(b) of the proposed revised terms and conditions, in relation to the term (duration of the contract), should be amended to include the words "as the Requested Reference Service End Date" at the end of the sentence.	A	Submission 50 Clause 4.2 T&Cs
32.	Clause 4.5 of the proposed revised terms and conditions, in relation to a shipper exercising an option to renew its contract, should be amended to state "not later than 12 months before the capacity end date, a shipper may give written notice to the operator that it wishes to exercise an option".	C	Submission 50 Clause 4.5 T&Cs
33.	Clause 5.2(b) should be amended to require DBP to deliver gas at the nominated outlet points in the quantities required by the shipper at each point, up to a maximum across all points of the shipper's contracted capacity.	A	Submission 50 Clause 5.2 T&Cs
34.	<ul style="list-style-type: none"> <li>Clause 5.3(e) of the proposed revised terms and conditions should be deleted. Clause 17.2(c) of the existing terms and conditions should be reinstated.</li> <li>Clause 5.3(g) of the proposed revised terms and conditions, in relation to being able to refuse to receive gas, should be amended to read "to the extent that the Receipt of that Gas for a Gas Day at an Inlet Point is in excess of the aggregate of all of the Shipper's Contracted Capacity in respect of that Inlet Point for that Gas Day; if the Operator considers as a Reasonable and Prudent Person that to Receive such Gas would interfere with other shippers' rights to their Contracted Firm Capacity".</li> </ul>	<p>First part – C</p> <p>Second part - A</p>	Submission 50 Clause 5.3 T&Cs
35.	Clause 5.4(c) of the proposed revised terms and conditions should be amended to include the words "as soon as practicable" in relation to DBP providing a shipper with its reasons to refuse to receive gas.	A	Submission 50 Clause 5.4 T&Cs
36.	Clause 5 of the proposed revised terms and conditions should be amended to include terms and conditions that are materially the same as clause 5.5 and 5.9 of the existing terms and conditions for the T1 Service, which relates to refusal to receive or deliver gas as a curtailment in limited circumstances.	C	Submission 50 Clause 5 T&Cs



#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
37.	Clause 5.6(b) of the proposed revised terms and conditions, which provides that the operator may refuse to deliver gas in response to a reduction in gas transmission capacity by reason of, or in response to, a reduction in gas transmission capacity caused by the negligence, breach of contractual term or other misconduct of the shipper, should be deleted.	C	Submission 50 Clause 5.9 T&Cs
38.	<p>Clause 5.9 of the proposed revised terms and conditions, in relation to no change in contracted capacity, should be amended to:</p> <ul style="list-style-type: none"> <li>include provisions that are materially the same as those in clause 5.9 of the existing terms and conditions where the refusal to deliver gas is a curtailment in certain circumstances; and</li> <li>be amended to reflect situations where the capacity reservation charge must be refunded under clause 17.4 for a refusal to deliver gas.</li> </ul>	C	Submission 50 Clause 5.9 T&Cs
39.	<p>Clause 5.10 of the proposed revised terms and conditions, in relation to system use gas, should be amended to:</p> <ul style="list-style-type: none"> <li>delete the proposed sub-clauses 5.10(a) and (b) and replace these with a clause to the effect that the operator will provide such system use gas as is reasonably necessary to provide the service; and</li> <li>delete the proposed clauses 5.10(c) to (h).</li> </ul>	<p>1<sup>st</sup> part – A</p> <p>2<sup>nd</sup> part - A</p>	Submission 50 Clause 5.10 T&Cs
40.	Clause 5.12 of the proposed revised terms and conditions, in relation to shipper's gas installations, should be amended from it being mandatory for a shipper, at its cost, to inspect its facilities to ensure it complies with applicable legislation to it being at the request of DBP acting reasonably.	C	Submission 50 Clause 5.12 T&Cs
41.	Clause 6.4 of the proposed revised terms and conditions in relation to allocation of gas at inlet points should be amended to include provisions that are substantially the same as those in clause 6.4(c) and (d) of the existing terms and conditions.	C	Submission 50 Clause 5.12 T&Cs
42.	<p>Clause 6.7 should be amended by inserting the words "Subject to clause 6.13" at the commencement of the second sentence in clause 6.7(a).</p> <p>Clause 6.7(d) should be amended to refer to an outlet, not inlet, station.</p>	A&C	Submission 50 Clause 6.7 T&Cs
43.	<p>Clause 6.8(a) should be amended by:</p> <ul style="list-style-type: none"> <li>inserting the words "Subject to clause 6.13" at the commencement of the second sentence; and</li> <li>6.8(a)(i) reading 'to pay the costs reasonably incurred by the Operator in accordance with good industry practice...'</li> </ul>	C	Submission 50 Clause 6.8 T&Cs
44.	Clause 6.10(c) about notional gate point should be amended to replace "absolute" with "reasonable" and to insert "in accordance with good industry practice" after "discretion".	A	Submission 50 Clause 6.10 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
45.	<p>Clause 6.12(a) should be amended to:</p> <ul style="list-style-type: none"> <li>include a mechanism to enable a shipper to ensure that only necessary refurbishments and upgrades are carried out;</li> <li>include a provision allowing a shipper to obtain a breakdown of the maintenance charge; and</li> <li>replace the words “pay a charge for substantially the same purpose” with “use the inlet station, outlet station or gate station associated with a sub-network” and by deleting sub-clauses (iii) and (iv).</li> </ul>	A	Submission 50 Clause 6.12 T&Cs
46.	Clause 7.2 of the proposed revised terms and conditions, in relation to the requirement for gas to be free from certain substances, should be amended to include the word “reasonably” between the words “as” and “determined by the operator”.	A	Submission 50 Clause 7.2 T&Cs
47.	Clause 7.4(c) of the proposed revised terms and conditions, in relation to gas temperature and pressure, should amend the words “receive gas” to “receives gas”.	A	Submission 50 Clause 7.4 T&Cs
48.	Clause 7.9(b) of the proposed revised terms and conditions, in relation to the shipper being able to receive out-of-specification gas, should be amended to add the words “by delivering out-of-specification gas to the inlet point” after the words “to be out-of-specification gas”.	A	Submission 50 Clause 7.9 T&Cs
49.	Clause 8.9 of the proposed revised terms and conditions, in relation to the scheduling of daily nominations, should be amended to replace references to a R1 Service with references to a T1 Service.	C	Submission 50 Clause 8.9 T&Cs
50.	Clause 8.10 of the proposed revised terms and conditions, in relation to scheduling where there is insufficient available capacity, should be amended by inserting a new clause 8.10(c) to read “the operator shall use its best endeavours to minimise the extent of any curtailment required under clause 8.10(b)”.	C	Submission 50 Clause 8.10 T&Cs
51.	Clause 8 of the proposed revised terms and conditions should be amended to include provisions that are substantially the same as those in clauses 8.15 and 8.16 in the existing terms and conditions in relation to an aggregated T1 service; and nominations at inlet points and outlet points where a shipper does not have sufficient contracted capacity.	C	Submission 50 Clause 8 T&Cs
52.	Clause 8 of the proposed revised terms and conditions should be amended to include provisions that are substantially the same as those in clauses 8.16 in the 2005 to 2010 terms and conditions in relation to full haul capacity upstream of CS9.	C	Submission 50 Clause 8 T&Cs
53.	Clause 9 of the of the proposed revised terms and conditions should be amended to include provisions that are substantially the same as those in clause 9.5 of the existing terms and conditions in relation to accumulated imbalance limit.	C	Submission 50 Clause 9 T&Cs
54.	Clause 9.6(c) of the proposed revised terms and conditions, in relation to balancing in particular circumstances, should be amended to remove the requirement that the agreement be in writing.	C	Submission 50 Clause 9.6 T&Cs
55.	Clause 9.6 of the proposed revised terms and conditions, in relation to cashing out imbalances at the end of each gas month, should be amended to be substantially consistent with the existing terms and conditions.	C	Submission 50 Clause 9.6 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
56.	Clause 10.3 of the proposed revised terms and conditions, in relation to consequences of exceeding hourly peaking limits, should be amended to be substantially consistent with clause 10.3 of the existing terms and conditions and the words “shipper must use best endeavours to comply with a notice issued under clause 10.3” reinstated.	C	Submission 50 Clause 10.3 T&Cs
57.	The proposed revised terms and conditions should be amended to contain provisions that are substantially consistent with clause 10.4 of the existing terms and conditions in relation to outer hourly peaking limit.	C	Submission 50 Clause 10.4 T&Cs
58.	The proposed revised terms and conditions should be amended to contain provisions that are substantially consistent with clause 10.7 of the existing terms and conditions in relation to permissible peaking excursion.	C	Submission 50 Clause 10.7 T&Cs
59.	The proposed terms and conditions should contain provisions that are substantially consistent with clause 11.1 of the existing terms and conditions in relation to the overrun charge.	C	Submission 50 Clause 11.1 T&Cs
60.	The proposed terms and conditions should contain provisions that are substantially consistent with clause 11.2 of the existing terms and conditions in relation to an unavailability notice.	C	Submission 50 Clause 11.2 T&Cs
61.	Clause 11.7(c) of the proposed terms and conditions, in relation to savings and damages, should be amended to reinstate the word “not”.	C	Submission 50 Clause 11.7 T&Cs
62.	The proposed revised terms and conditions should be amended to include a provision that is substantially the same as clause 12.4(b) of the existing terms and conditions, in relation to the delivery of gas. Clause 12 should therefore provide that the operator may satisfy its obligation to enable gas to be delivered to the shipper by using any means other than the DBNGP provided that it otherwise meets its obligations under the contract and only where there is no extra cost or risk to shipper in doing so.	C	Submission 50 Clause 12.4 T&Cs
63.	The proposed revised terms and conditions should be amended to contain provisions that are substantially consistent with clause 14.2(d)(i) of the existing terms and conditions in relation to the assessment of requested relocation of contracted capacity.	C	Submission 50 Clause 14.2 T&Cs
64.	Clause 15.3 of the proposed revised terms and conditions, in relation to metering uncertainty, should be amended to be substantially the same as the existing terms and conditions.	C	Submission 50 Clause 15.3 T&Cs
65.	Clause 15.4(a)(i)(c) of the proposed revised terms and conditions should be amended to insert the word “reasonable” after the words “any information”.	A	Submission 50 Clause 15.4 T&Cs
66.	Clause 15.5 of the proposed revised terms and conditions, in relation to the provision of information to shippers, should be amended to reinstate sub-clauses (e), (f) and (g).	C	Submission 50 Clause 15.5 T&Cs
67.	Clause 17.2, in relation to curtailment generally, should be amended to reinstate sub-clauses (c) and (d) in the existing terms and conditions.	C	Submission 50 Clause 17.2 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
68.	Clause 17.3(b) of the proposed revised terms and conditions, in relation to curtailment without liability, should be amended to be substantially the same terms as clause 17.3(b) in the existing terms and conditions.	C	Submission 50 Clause 17.3 T&Cs
69.	Clause 17.5 of the proposed revised terms and conditions, in relation to the operator's right to refuse to receive to deliver gas, should be amended so that the words "Subject to clauses 5.5 and 5.9,..." are reinstated at the beginning of clause 17.5.	C	Submission 50 Clause 17.5 T&Cs
70.	Clause 17.6(b)(ii)(A) of the proposed revised terms and conditions should be amended to insert after the word "must" the words "use its best endeavours to" and after the word "Notice", the words "a reasonable period in advance of the stating time of the curtailment but in any event".	A	Submission 50 Clause 17.6 T&Cs
71.	Clause 17.7(b) of the proposed revised terms and conditions, in relation to the content of a curtailment notice and initial notice, should be amended to require an initial notice to specify the operator's reasons for, and a description of, the major works that has initiated the need for an initial notice to be issued under clause 17.6(b)(i)(A).	A	Submission 50 Clause 17.7 T&Cs
72.	Clause 17.8 of the proposed revised terms and conditions, in relation to compliance with a curtailment notice, should be amended to be substantially the same as clause 17.8 of the existing terms and conditions.	A	Submission 50 Clause 17.8 T&Cs
73.	Clause 17.9 of the proposed revised terms and conditions, in relation to priority of curtailment, should be amended to be substantially the same as clause 17.9 of the existing terms and conditions.	C	Submission 50 Clause 17.9 T&Cs
74.	Clause 17.10 of the proposed revised terms and conditions, in relation to the apportionment of a shipper's curtailments should be amended to be substantially consistent with clause 17.10 of the existing terms and conditions and an additional requirement for DBP to notify the shipper of apportionment as soon as practicable after the end of the relevant gas day be included.	C	Submission 50 Clause 17.10 T&Cs
75.	Clause 18 of the proposed revised terms and conditions, in relation to maintenance and major works should be amended as follows.	C	Submission 50 Clause 18 T&Cs
	• Clause 18(d) should be amended to insert "17.6(b)(i)(A)" after "clauses".		
	• Clause 18 should be amended to include terms that are substantially the same as clause 18(e) of the 2005 to 2010 terms and conditions for the T1 Service, requiring the operator to notify the shipper of changes to its schedule of major works and planned maintenance issued to shippers under clause 18(c) of the terms and conditions.		
76.	Clause 20.4 of the proposed revised terms and conditions, in relation to other charges, should be amended to be substantially consistent with clause 17.10 of the existing terms and conditions and to include a provision for all of the other charges to be rebateable to shippers.	C	Submission 50 Clause 20.4 T&Cs
77.	Clause 20.5 of the proposed revised terms and conditions should be amended to be consistent with the structure of the reference tariff and reference tariff variation mechanism of the proposed revised access arrangement as required to be amended under this draft decision.	A&C	Submission 50 Clause 20.5 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
78.	Clause 20.7 of the existing terms and conditions, in relation to other taxes, should be reinstated into the proposed terms and conditions.	A&C	Submission 50 Clause 20.7 T&Cs
79.	Clauses 21.4 and 21.6 of the proposed revised terms and conditions should be amended to remove the words “and compounded” in relation to the interest payable for a default in payment or correction of payment errors by a shipper.	C	Submission 50 Clause 20.4 & 21.6 T&Cs
80.	Clause 22.3 of the proposed revised terms and conditions, in relation when the operator may exercise a remedy, should be amended to replace the reference to “20 Working Days” with a reference to “40 Working Days”.	A	Submission 50 Clause 3.2 T&Cs
81.	Clause 22.9 of the proposed revised terms and conditions, in relation to no indirect damages, should be deleted.	C	Submission 50 Clause 3.2 T&Cs
82.	Clauses 23.6 and 23.7 of the proposed revised terms and conditions, which establish the shipper’s and operator’s responsibility for contractors’ personnel and property respectively, should be amended to reinstate the liability for death or injury to a party’s personnel or damage to a party’s property.	C	Submission 50 Clause 23.6 & 23.7 T&Cs
83.	Clause 25.1 should be amended to read: “ <i>Subject to this clause 25 and clause 27, neither Party may assign any right, interest or obligation under this Contract</i> ”.	A	Submission 50 Clause 25.1 T&Cs
84.	Clause 25.2(a) should be amended to include terms that are substantially the same as clause 25.2(a) of the 2005 to 2010 terms and conditions for the T1 Service, requiring the form of tripartite deed to be annexed in a schedule to the terms and conditions.	A	Submission 50 Clause 25.2 T&Cs
85.	Clause 25.3 of the proposed revised terms and conditions, in relation to assignment, should be amended to be substantially the same as the existing terms and conditions.	C	Submission 50 Clause 25.3 T&Cs
86.	Clause 25.4 of the proposed revised terms and conditions, in relation to a deed of assumption, should be amended to be substantially consistent with the existing terms and conditions.	C	Submission 50 Clause 25.4 T&Cs
87.	Clause 25 the proposed revised terms and conditions should be amended to include terms and conditions that are substantially the same as clauses 25.5 and 25.6 of the existing terms and conditions for the T1 Service, which set out the acknowledgements and undertakings of the Pipeline Trustee and DBNGP Trustee respectively.	C	Submission 50 Clause 25 T&Cs
88.	Clause 25.6 of the proposed revised terms and conditions should be amended to include terms and conditions substantially the same as clause 25.6 of the existing terms and conditions.	C	Submission 50 Clause 25.6 T&Cs
89.	Clause 26 of the proposed revised terms and conditions should be amended to be substantially the same as clause 26 of the 2005 to 2010 terms and conditions for the T1 Service, which establishes terms for a general right of relinquishment by a shipper.	C	Submission 50 Clause 26 T&Cs
90.	Clause 27.4 of the proposed revised terms and conditions, in relation to transfer of capacity, should be amended to be substantially consistent with the existing terms and conditions.	C	Submission 50 Clause 27.4 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
91.	<p>Clause 28.2 of the proposed revised terms and conditions should be amended as follows:</p> <ul style="list-style-type: none"> <li>• Clause 28.2(j) should be amended so that the exception to confidentiality, where the information is requested by an operator of a pipeline which is interconnected with the DBNGP, is subject to the confidential information being relevant to and necessary for the operation of the interconnected pipeline.</li> </ul>	A	Submission 50 Clause 28.2 T&Cs
92.	Clause 28.3 of the proposed revised terms and conditions, in relation to permitted disclosure, should be amended to expressly incorporate the operator's obligations to comply with ring fencing provisions under the NGL and NGR	C	Submission 50 Clause 28.3 T&Cs
93.	Clause 30.1 of the proposed revised terms and conditions, in relation to operator's representations and warranties, should be amended to be substantially consistent with the existing terms and conditions.	C	Submission 50 Clause 30.1 T&Cs
94.	Clause 30.2 of the proposed revised terms and conditions, in relation to operator's representations and warranties, should be amended to be substantially consistent with the existing terms and conditions.	C	Submission 50 Clause 30.2 T&Cs
95.	Clause 30 the proposed revised terms and conditions, in relation to representations and warranties of the DBNGP Trustee to a shipper, should be amended to be substantially the same as the existing terms and conditions.	C	Submission 50 Clause 30 T&Cs
96.	Clause 31 of the proposed revised terms and conditions, in relation to the preparation and maintenance of records and information, should be amended to be substantially the same as the existing terms and conditions.	C	Submission 50 Clause 31 T&Cs
97.	Clause 38 of the proposed revised terms and conditions, in relation to revocation, substitution and amendment, should be amended to be substantially the same as the existing terms and conditions.	C	Submission 50 Clause 38 T&Cs
98.	Clause 45 of the proposed revised terms and conditions should be amended to be substantially the same as clause 45 of the existing terms and conditions, which establish terms for non-discrimination.	C	Submission 50 Clause 45 T&Cs
99.	<p>Schedule 2 of the proposed revised terms and conditions should be amended to detail:</p> <ul style="list-style-type: none"> <li>• the "T1 capacity reservation tariff" and "T1 commodity tariff", as determined under this draft decision; and</li> <li>• the rates at which other charges are determined under the proposed terms and conditions, being the: <ul style="list-style-type: none"> <li>– "excess imbalance charge" at 200 per cent of the T1 reference tariff;</li> <li>– "hourly peaking charge" at 200% of the T1 reference tariff;</li> <li>– "overrun charge" at the rate specified in clause 11.1(b); and</li> <li>– "unavailable overrun charge" at the greater of: <ul style="list-style-type: none"> <li>• 250% of the T1 reference tariff; and</li> <li>• the highest price bid for spot capacity that was accepted for that gas day, other than when the highest price bid was not a bona fide bid, in which case the highest bona fide bid.</li> </ul> </li> </ul> </li> </ul>	C	Submission 50 Schedule 2 T&Cs

#	ERA Draft Decision Amendment	Accept (A) or addressed (C)	Where addressed in Response to AA
100.	Schedule 3 in relation to Operating Specifications should be amended to: <ul style="list-style-type: none"> <li>delete the table at item 1 – Gas Specifications, and instead provide that the Operating Specifications are those as specified in the Gas Supply (Gas Quality Specifications) Regulations 2010; and</li> <li>amend Item 2 – Gas Temperature and Pressure so that it is the one measurement applying to all inlet points.</li> </ul>	C	Submission 50 Schedule 3 T&Cs
101.	Schedule 4 of the proposed revised terms and conditions should be amended to include the pipeline description that is referenced in and appended to the proposed revised access arrangement.	A&C	Submission 50 Schedule 4 T&Cs
102.	Schedule 6 of the proposed revised terms and conditions, which sets out the curtailment plan, should be amended to be substantially consistent with Schedule 8 of the 2005 to 2010 terms and conditions for the T1 Service.	C	Submission 50 Schedule 6 T&Cs
103.	The proposed revised access arrangement should be amended to include a Schedule 7 that sets out the form of the tripartite deed that is entered into under clause 25.2 of the contract.	C	Submission 50 Clause 25.2 T&Cs
104.	The proposed revised access arrangement should be amended to include terms and conditions for the part haul service (i.e. the P1 Service) and back haul service (i.e. the B1 Service), as reference services, that are substantially the same as the terms and conditions established under existing contracts for part haul and back haul pipeline services negotiated with shippers.	C	Submission 50
<b>Queuing Requirements</b>			
105.	Cause 5.3(d) of the proposed revised access arrangement should be amended to include the option for a user to choose between a non-refundable deposit for the submission of an access request or an executed application form.	C	Submission 56 Section 5 of AA
106.	Cause 5.4(g) of the proposed revised access arrangement dealing with the processing of access requests in the queue, should be amended to include explicit bypass provisions to allow applications in the queue for haulage services that do not require developable capacity to be processed ahead of applications that do.	C	Submission 56 Section 5 of AA
<b>Extension &amp; Expansion Requirements</b>			
107.	Clause 7.1 of the proposed revised access arrangement, which sets out a series of tests that must be satisfied before DBP will expand the capacity of the pipeline, should be deleted.	A	Section 7 of AA
108.	Clause 7.4(f) of the proposed revised access arrangement, extensions and expansion requirements, should be amended by deleting clause 7.4(f). This clause provides that in considering whether to treat the extension or expansion as part of the covered pipeline the operator may have regard to the extent to which capacity is a result of an expansion to be undertaken through the application of the provisions of the <i>Gas Supply (Gas Quality Specifications) Act 2009 (WA)</i> .	A&C	Submission 56 Section 7 of AA
<b>Changes to Receipt &amp; Delivery Points</b>			
109.	Clause 8.2(c) of the proposed revised access arrangement should make reference to section 14 (Relocation) of the access contract terms and conditions not section 13 (Control, Possession and Title of Gas).	A	Section 8 of AA



- 2.3. There are other aspects of the Draft Decision (Non Amendment Matters) that the Amended AA Proposal addresses by way of an amendment or an addition. DBP's supporting submissions will outline which paragraph of the Draft Decision is being addressed in relation to each amendment or addition in the Amended AA Proposal.
- 2.4. DBP does not object to the Attachments to this submission being made publicly available.



**ATTACHMENT 1: AMENDED REVISED ACCESS ARRANGEMENT  
(CLEAR VERSION)**

See attached

**ATTACHMENT 2: REVISED AMENDED ACCESS ARRANGEMENT INFORMATION  
(CLEAR VERSION)**

See Attached

**ATTACHMENT 3: AMENDED REVISED ACCESS ARRANGEMENT (MARKED UP VERSION)**

See attached

**ATTACHMENT 4: AMENDED REVISED ACCESS ARRANGEMENT INFORMATION  
(MARKED UP VERSION)**

See attached

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**ATTACHMENT 5: CONFIDENTIAL VERSION OF TARIFF MODEL TO SUPPORT  
AMENDED AA PROPOSAL**

See attached