



Economic Regulation Authority

# Draft decision on revisions to the access arrangement for the Dampier to Bunbury Natural Gas Pipeline (2026 to 2030)

Attachment 8: Other access arrangement provisions

7 July 2025

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## Note

This attachment forms part of the ERA's draft decision on the proposed revisions to the access arrangement for the Dampier to Bunbury Natural Gas Pipeline. It should be read in conjunction with all other parts of the draft decision, which is comprised of the following document and attachments:

- Draft decision on revisions to the access arrangement for the Dampier to Bunbury Natural Gas Pipeline – Overview, 7 July 2025
  - Attachment 1: Access arrangement and services
  - Attachment 2: Demand
  - Attachment 3: Revenue and tariffs
  - Attachment 4: Regulatory capital base
  - Attachment 5: Operating expenditure
  - Attachment 6: Depreciation
  - Attachment 7: Return on capital, taxation, incentives
  - Attachment 8: Other access arrangement provisions (this document)
  - Attachment 9: Service terms and conditions

## Attachment 8. Summary

DBP must include requirements for queuing, extensions and expansions, and capacity trading in the access arrangement for the Dampier to Bunbury Natural Gas Pipeline (DBNGP). DBP must also include principles for changing inlet and outlet points.

DBP did not propose any amendments to the queuing requirements, extension and expansion requirements, capacity trading requirements or principles for changing inlet/outlet points for the sixth access arrangement (AA6). These access arrangement provisions remain unchanged from the current AA5 access arrangement provisions.

DBP did propose some amendments to the requirements for access requests to clarify the terms of existing reference contracts and to update the requirements for executing access requests.

The ERA considers that DBP's amended requirements for access requests do not materially change the intent of the provisions and approves these amendments.

The ERA does require DBP to make some minor amendments to the requirements for queueing to clarify how contract terms are updated and that delivery of access requests by mail includes electronic mail (email).

An access arrangement may also include optional fixed principles to provide certainty that specific elements of the access arrangement will remain unchanged for a set period, which may extend across more than one access arrangement period. DBP has elected to carryover the current fixed principles in the AA5 access arrangement to AA6 with some minor date amendments. The ERA requires some additional amendments to better clarify the operation of the fixed principle for the rebate mechanism across access arrangement periods.

The ERA has decided against introducing a trigger event mechanism to address demand forecasting uncertainty as was suggested in a submission to the ERA. A trigger event for demand would bring forward the review submission date for the access arrangement and reopen the entire access arrangement for review. To be truly beneficial, the trigger event would need to occur within the first two years of the access arrangement period, which is when demand uncertainty is typically lower. However, the regulatory costs incurred by all parties involved to undertake an earlier review of the access arrangement are likely to outweigh any material benefits. A trigger event occurring in the last three years of the access arrangement period is also unlikely to provide any material benefits given that the review of the next access arrangement would already be underway.

### Summary of Required Amendments

#### Required Amendment 8.1

DBP must amend clause 5.3(d) of the access request and queuing requirements to qualify that variations or amendments to the contract will apply automatically subject to the parties acknowledging that the changed provisions are applicable and appropriate in the circumstances.

#### Required Amendment 8.2

DBP must amend clause 5.4(h) to clarify that delivery of access requests by "mail" includes electronic mail (email).

**Required Amendment 8.3**

DBP must amend Section 13 of the proposed access arrangement to clarify the fixed periods to which the fixed principle for the rebate mechanism applies. The proposed required amendments are set out in paragraph 24 of Draft Decision Attachment 8.

## Regulatory requirements

1. The *National Gas Access (WA) Act 2009* implements a modified version of the National Gas Law (NGL) and National Gas Rules (NGR) in Western Australia. The rules referenced in this decision are those that apply in Western Australia.<sup>1</sup>
2. Rules 103 to 106 of the NGR set out specific provisions concerning the other required content of an access arrangement:
  - Queuing requirements (rule 103):
    - Queuing requirements, which are required for a transmission pipeline, must establish a process or mechanism (or both) for establishing an order of priority between prospective users of spare or developable capacity (or both) in which all prospective users are treated on a fair and equal basis.
    - Queuing requirements must also be sufficiently detailed to enable prospective users to understand the basis on which an order of priority has been or will be determined; and where an order of priority has been determined, to determine their position in the queue.
  - Extension and expansion requirements (rule 104):
    - The access arrangement must set out the extension and expansion requirements that will apply and must meet the following criteria:
      - The requirements may state whether the access arrangement will apply to incremental services to be provided as a result of a particular extension to the pipeline made during the access arrangement period or may allow for a later resolution of that question on a basis stated in the requirements.
      - If the service provider agrees, the requirements may state that the access arrangement will apply to incremental services to be provided as a result of a particular extension to the pipeline made before the revision commencement date for the access arrangement.
      - The requirements must state that the access arrangement will apply to incremental services to be provided as a result of any expansion to the capacity of the pipeline during the access arrangement period and deal with the effect of the expansion on tariffs.
      - The requirements cannot require the service provider to provide funds for work involved in making an extension or expansion unless the service provider agrees.
  - Capacity trading requirements (rule 105):
    - The access arrangement must set out the capacity trading requirements that will apply. Where the service provider is a registered participant in a gas

<sup>1</sup> The current rules that apply in Western Australia are available from the Australian Energy Market Commission: AEMC, 'National Gas Rules (Western Australia)' ([online](#)) (accessed July 2025).  
At the time of this decision, National Gas Rules – Western Australia version 12 (1 February 2024) was in effect.

market, the transfer of contracted capacity must be in accordance with the rules and procedures governing that gas market. If not a registered participant, or the market rules/procedures do not cover capacity trading, the capacity trading requirements must meet the criteria set out in the NGR.

- Capacity trading requirements must allow a user to transfer all or any of the user's contracted capacity to a third party, with or without the user seeking the service provider's consent for the transfer. Where consent to transfer capacity is sought, the service provider must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations.
- Principles for changing receipt or delivery points (rule 106):
  - The access arrangement must set out the terms and conditions for changing receipt and delivery points in accordance with the following principles:
    - A user may change its receipt or delivery point with the service provider's consent, and the service provider must not withhold its consent unless it has reasonable technical or commercial grounds to do so.
    - Conditions under which consent will or will not be given, and the conditions to be complied with if consent is given, may be specified in advanced in the access arrangement.
- 3. An access arrangement may also include fixed principles for a stated period that can extend over two or more access arrangement periods. Once fixed, the principle is binding on the regulator and service provider for the stated period. However:
  - The regulator may vary or revoke a fixed principle at any time with the service provider's consent.
  - If a rule is found to be inconsistent with a fixed principle, the rule operates to the exclusion of the fixed principle.



## DBP proposal

4. The required other access arrangement provisions are set out in the following sections of DBP's proposed access arrangement:
  - Access requests and queuing requirements – Section 5.
  - Capacity trading requirements – Section 6.
  - Extension and expansion requirements – Section 7.
  - Principles for changing inlet or outlet points – Section 8.
  - Fixed principles – Section 13.
5. DBP has proposed no amendments to the queuing requirements, extension and expansion requirements, capacity trading requirements or principles for changing inlet/outlet points.
6. DBP retained the current fixed principles to carryover to AA6, with minor amendments to update some dates to reflect the applicable access arrangement period (that is, AA6).
7. DBP has made some amendments to the requirements for access requests in section 5 of the access arrangement to insert new clause 5.2(e) and amend the wording of clauses 5.3(d) and (e). These amendments are detailed in a marked-up version of the proposed access arrangement and are summarised in Table 8.1.<sup>2</sup>

**Table 8.1: DBP proposed amendments to queuing requirements**

Proposed amendment	Summary/Description
Execution of access request (new clause 5.2(e))	<p>New clause to clarify that an Access Request:</p> <ul style="list-style-type: none"> <li>• Must be executed by a Prospective Shipper in accordance with sections 127(1), (2), or (3) of the Corporations Act, or in another manner reasonably approved by the Operator.</li> <li>• May be executed by the Operator and Nominees in accordance with sections 127(1), (2), or (3) of the Corporations Act, or in another manner reasonably determined by the Operator.</li> </ul>
Variations to the access contract terms and conditions (clause 5.3(d))	Amendment to clarify that if there are any variations or amendments to the Access Contract Terms and Conditions, these variations or amendments are automatically incorporated into the accepted contract from the time the variation or amendment takes effect.
Response to access request (clause 5.3(e))	Amendment to clarify that the response to an Access Request under clause 5.3(e) is applicable if the Operator is able to provide the requested service and an agreement is not deemed to arise under clause 5.3(d).

Source: DBP, *DBNGP Access Arrangement 2026- 2030 (marked-up)*, January 2025, Section 5, pp. 9-14.

<sup>2</sup> DBP, *DBNGP Access Arrangement 2026-2030 (marked-up)*, January 2025, section 5 ([online](#)) (accessed July 2025).

## Submissions

8. The ERA received two submissions that addressed other access arrangement provisions, which we have considered.
9. NewGen Power Kwinana noted that it was unable to identify any significant problems with retaining the current queuing, extensions and expansions, capacity trading, and changing inlet and outlet points clauses. NewGen noted a minor matter that clause 5.4(h) does not include delivery by email for access requests as part of the queuing requirements.
10. Wesfarmers Chemicals, Energy & Fertilisers (WesCEF) proposed two mechanisms to address the given uncertainty associated with demand forecasting. WesCEF raised concern with the effect that the demand forecast has on the final reference tariffs and suggested the ERA consider including in the access arrangement:
  - A trigger event mechanism to apply when actual demand in any year of AA6 is above the approved forecasts by, for example, 10 per cent. WesCEF considered that this was consistent with a trigger event mechanism that the ERA's predecessor (the Office of Gas Access Regulation) adopted for the Parmelia Pipeline access arrangement when there was significant uncertainty associated with forecast demand.
  - A tariff variation mechanism that requires DBP to revisit its demand forecasts for reference services each year. If the updated demand forecasts are above the approved AA6 forecasts for the relevant year by, for example, 10 per cent, this will require the reference tariff to be amended.
11. WesCEF considered that these mechanisms should be asymmetrical in nature (that is, they only need to operate if the actual demand is higher than the approved demand forecasts) because, if the actual demand is lower than the originally approved forecasts, DBP:
  - Can voluntarily submit a revised access arrangement at any point in time during AA6.
  - Should be financially incentivised to submit a revised access arrangement proposal given the price cap form of regulation that applies under the NGR.

## Draft decision

### Requirements for access requests

12. Section 5 of the access arrangement set outs provisions for requesting access to services. For AA6, DBP has proposed some amendments to the provisions covering the submission of an access request (clause 5.2) and the assessment of an access request (clause 5.3). The proposed amendments are as follows:

**[new clause 5.2(e)]**

**(e) An Access Request:**

- (i) must be executed by or on behalf of the Prospective Shipper in accordance with sections 127(1), (2) or (3) of the Corporations Act or in such other manner as Operator, acting reasonably, may approve; and**
- (ii) may be executed by or on behalf of the Operator and Nominees in accordance with sections 127(1), (2) or (3) of the Corporations Act or in such other manner as Operator reasonably determines.**

**[amendments to clause 5.3(d) and 5.3(e)]**

- (d)** If the requested service is a Reference Service and the Prospective Shipper has stated in the Access Request that the Prospective Shipper accepts the Access Contract Terms and Conditions, the Operator is deemed to have accepted an offer from the Prospective Shipper to acquire the Reference Service on the Access Contract Terms and Conditions (such that any variations or amendments to the Access Contract Terms and Conditions (as described in clause 4.3) made from time to time after such acceptance, shall be automatically incorporated into the accepted contract from the time such approval or variation takes effect) on the date the Operator notifies the Prospective Shipper, in accordance with clause 5.3(c)(i), that it is able to provide the requested service.
  - (e)** If the Operator is able to provide the requested service but an agreement is not deemed to arise under clause 5.3(d), then (subject to any variation to the timeframes below as is agreed in writing between the Operator and the Prospective Shipper)...
13. DBP submitted that the above amendments are needed to update provisions for the signing of access requests and to clarify that the terms of existing reference contracts are deemed to be modified to align with the application terms under the access arrangement approved by the ERA.<sup>3</sup> DBP further specified that:<sup>4</sup>
- New clause 5.2(e) “promotes certainty in relation to the preconditions for a binding contract between a shipper and [the] operator”, and the use of the word “may” in clause 5.3(e)(ii), in contrast to the word “must” in clause 5.3(e)(i), is because “the operator is not required to enter into the contract requested by way of an access request in all circumstances.”

<sup>3</sup> DBP, *Final Plan 2026-2030*, January 2025, p.136.

<sup>4</sup> DBP, *Final Plan 2026-2030, Attachment 15.5: Submission on Proposed AA6 Document Changes*, January 2025.

- The drafting change to clause 5.3(d) is intended to make direct reference to clause 4.3 of the access arrangement to promote better understanding and clarity of the contract terms.<sup>5</sup>
  - The drafting change to clause 5.3(e) is to clarify the interaction between clauses 5.3(d) and 5.3(e).
14. The ERA considers that DBP's proposed changes to the requirements for access requests do not materially change the intent of the provisions. Specifically:
- New clause 5.2(e) clarifies how an access request is to be executed. With reference to the use of the word "may" (rather than "must") in clause 5.2(e)(ii), the ERA notes that DBP may not accept (and is not required to accept) an access request where the terms and conditions in that access request differ from the reference service terms and conditions. Hence, an access request *may* be executed by or on behalf of DBP.
  - The drafting amendments to clauses 5.3(d) and 5.3(e) aim to clarify the provisions and their interaction with other related provisions.
15. The ERA understands the importance of maintaining consistency across contracts. However, the use of the term "automatically" in clause 5.3(d), fails to consider instances where changes to the terms and conditions are inapplicable or inappropriate to specific prospective shippers. On this basis, the ERA considers that the drafting should qualify that variations or amendments to the contract will apply automatically subject to the parties acknowledging that the changed provisions are applicable and appropriate in the circumstances.
16. Based on the above considerations; and noting that there were no submissions raising any concerns with DBP's proposed amendments, the ERA approves new clause 5.2(e) and the amendments to clauses 5.3(d) and 5.3(e), subject to DBP addressing the use of the word automatically in clause 5.3(d) as set out in paragraph 15.

### Required Amendment 8.1

DBP must amend clause 5.3(d) of the access request and queuing requirements to qualify that variations or amendments to the contract will apply automatically subject to the parties acknowledging that the changed provisions are applicable and appropriate in the circumstances.

## Requirements for queuing

17. Section 5.4 of the access arrangement sets out requirements for queuing. DBP did not amend its queuing provisions.
18. NewGen noted a minor matter with clause 5.4(h), which does not include delivery by email as an option for an access request as part of the queuing provisions. Many regulatory and commercial processes have already transitioned to secure digital communication as standard practice. Given these developments, it is both reasonable

<sup>5</sup> Clause 4.3 of the access arrangement sets out provisions related to the amendment and variation of the Access Contract Terms and Conditions.

and practical to amend clause 5.4(h) to include email as an accepted method of delivery, provided appropriate security measures are in place.

19. As there were no amendments by DBP to other queuing provisions and no submissions raising any concerns, the ERA approves the other provisions in section 5.4.

### Required Amendment 8.2

DBP must amend clause 5.4(h) to clarify that delivery of access requests by “mail” includes electronic mail (email).

## Other required access arrangement provisions

20. DBP’s extension and expansion requirements, capacity trading requirements and principles for changing inlet/outlet points remain unchanged from the current AA5 requirements.
21. The ERA considers that there are no reasons to amend these access arrangement provisions for AA6 given that the provisions continue to meet the requirements of the NGR; and there were no submissions raising any concerns with the provisions. On this basis, the ERA approves DBP’s extension and expansion requirements, capacity trading requirements and principles for changing inlet/outlet points as set out in the proposed access arrangement.

### Fixed principles

22. DBP has elected to carryover the current fixed principles in the access arrangement to AA6. These fixed principles remain unchanged except for some amendments to date references, which have been updated to reflect the applicable access arrangement period (AA6).
23. While the ERA considers DBP’s proposed amendments are administrative in nature and could be approved on this basis, further amendments to clarify the fixed principle for the rebate mechanism would be preferable to distinguish between AA5 and AA6. The rebate mechanism fixed principle in clause 13.1(c) of the proposed access arrangement states:

The method used to adjust the Reference Tariff for Rebateable Non-Reference Service revenue (Rebate Mechanism), as described in Annexure A5. For the avoidance of doubt, the Rebate Mechanism applies across access arrangement periods to the extent necessary to allow the rebateable non-reference service revenue earned in one access arrangement period to be fully rebated.

24. Given that the rebate mechanism will apply across access arrangement periods, the ERA considers that the relevant access arrangement periods should be stated in the provisions for fixed principles as follows to clarify the relevant fixed period:

#### 13. Fixed Principles

...

- 13.3 For the purpose of the Fixed Principle referred to in clause 13.1(c) of this Access Arrangement, the fixed period [for rebateable non-reference service revenue earned during AA5](#) is until the earlier of:

- (a) 31 December 2027; and
- (b) the date when the rebateable non-reference service revenue earned during the period 1 January 2021 to 31 December 2025 has been fully rebated in accordance with the Fixed Principle in clause 13.1(c).

13.4 For the purpose of the Fixed Principle referred to in clause 13.1(c) of this Access Arrangement, the fixed period for rebateable non-reference service revenue earned during AA6 is until the earlier of:

- (a) 31 December 2032; and
- (b) the date when the rebateable non-reference service revenue earned during the period 1 January 2026 to 31 December 2030 has been fully rebated in accordance with the Fixed Principle in clause 13.1(c).

25. Consistent with the amendments set out above to amend clause 13.3 and insert a new clause 13.4, the ERA requires amendments to the rebate mechanism set out in Annexure A5 of the proposed access arrangement to include relevant AA5 dates. The ERA's consideration of the rebate mechanism and associated required amendments is set out in Draft Decision Attachment 3.

### Required Amendment 8.3

DBP must amend Section 13 of the proposed access arrangement to clarify the fixed periods to which the fixed principle for the rebate mechanism applies. The proposed required amendments are set out in paragraph 24 of Draft Decision Attachment 8.

## Other amendments to the access arrangement

### *Trigger event for demand forecast uncertainty*

26. WesCEF proposed amendments to the access arrangement to address its concern about the uncertainty of demand forecasts. It proposed two approaches for the ERA to consider – a trigger event mechanism and an amendment to the tariff variation mechanism. The ERA has considered WesCEF's tariff variation option as part of its consideration of the tariff variation mechanism in Draft Decision Attachment 3. The trigger event mechanism is considered below.
27. WesCEF suggested that a trigger event mechanism could operate in a scenario where actual demand exceeds the forecast demand by a threshold value, such as 10 per cent, in any year of AA6. If this trigger event occurred, the review submission date would be advanced, and the access arrangement reopened. WesCEF's proposal was for this arrangement to apply asymmetrically, only operating when actual demand is higher than the approved forecast demand. WesCEF considered that DBP could voluntarily submit a revised access arrangement at any time and would be financially motivated to do so if actual demand was significantly below forecast demand.
28. The NGR defines a trigger event as "any significant circumstance or conjunction of circumstances".<sup>6</sup> The rules provide three examples of possible trigger events:

<sup>6</sup> NGR, rule 51(2)



- A redirection of the flow of natural gas through the pipeline.
  - A competing source of natural gas becomes available to customers served by the pipeline.
  - A significant extension, expansion or interconnection occurs.
29. The NGR allows the ERA to require the inclusion, and specify the nature of, trigger events in the access arrangement.<sup>7</sup> Currently, the DBNGP access arrangement does not include any trigger events.
30. The ERA has considered the inclusion of a trigger event mechanism as proposed by WesCEF and has determined that it would not be effective in providing material benefits in the long-term interest of natural gas consumers. It would also diminish the incentive properties for DBP to increase demand for pipeline services (which would lower prices in the future) and would increase the regulatory costs involved.
31. Under the regulatory framework, a trigger event operates by bringing forward the review submission date of the access arrangement (that is, the date when the service provider is required to submit proposed revisions to its access arrangement). Once the access arrangement review date is brought forward (or “triggered”) the entire access arrangement is reopened for assessment – not just the relevant issue that caused the trigger event. The regulatory costs involved in undertaking a full access arrangement review could be significant for all parties involved, including stakeholders participating in the consultation process. Hence, the use of trigger events is reserved for “a significant circumstance or conjunction of circumstances” as set out in the definition of a trigger event in the NGR.
32. Material differences between actual and forecast demand are more likely to emerge later in the five-year access period. Demand forecasting becomes more challenging further into the period due to increased uncertainty and the potential for unanticipated changes. If a trigger event mechanism existed, it therefore would be more likely to be used in the latter years of the access period, when both DBP and the ERA would already be preparing for and considering elements of the access arrangement for the forthcoming review. For example, in the case of this AA6 review, DBP lodged its reference service proposal in December 2023 and its access arrangement proposal in January 2025. DBP’s actual demand data for 2023, year three of the AA5 access arrangement, was made available in May 2024 (via a Regulatory Information Notice). If the trigger event occurred in May 2024, the acceleration of the review submission date would be inconsequential given the review process for the next access arrangement is already underway with the assessment of DBP’s reference service proposal.
33. To be truly beneficial, the trigger event would need to occur within the first two years of the access arrangement period, which is when demand uncertainty is typically lower. However, a trigger event occurring in the first two years of the access arrangement period would still mean further regulatory costs to undertake an additional access arrangement review.
34. Demand forecasts, like any other forecasts, are inherently uncertain. The regulatory framework acknowledges this with explicit provisions for forecasting: rule 74 of the NGR requires that a forecast or estimate be arrived at on a reasonable basis; and represent the best forecast or estimate possible in the circumstance. Given these provisions, the

<sup>7</sup> NGR, rule 51(3)

ERA considers that the focus should remain on assessing DBP's forecasting and estimating methods to ensure these methods have produced demand forecasts that were arrived at on a reasonable basis and represent the best forecast possible. The ERA has also revised its approach to demand forecasting, as set out in Draft Decision Attachment 2, to improve forecasting.

35. In its submission, WesCEF referred to a decision by the ERA's predecessor, the Office of Gas Access Regulation (OffGAR), in 2000 for the Parmelia Gas Pipeline access arrangement, which included a review trigger event mechanism to address uncertainty in gas throughput. The coverage of the Parmelia Gas Pipeline was shortly thereafter revoked, and it no longer requires an access arrangement approved.
36. WesCEF stated that the trigger event mechanism it is proposing is consistent with the mechanism applied to the Parmelia Gas Pipeline. Clause 12.3 of the Parmelia Gas Pipeline access arrangement states:

CMS [operator] will lodge an amended Access Arrangement within three months of the end of any 12 month period for which the average daily gas throughput for the Parmelia Pipeline exceeds 75 TJ/d.<sup>8</sup>

37. The environment and circumstances in which OffGAR decided to adopt a review trigger mechanism was significantly different to now. OffGAR's consideration at the time for the decision to allow a review trigger mechanism was:

The Regulator [OffGAR] did, however, give further consideration to whether a trigger event should be included in the Access Arrangement based on an excess of realised gas throughput over forecast throughput. In doing so, the Regulator [OffGAR] gave consideration to the potential for there to be a fundamental change in the way in which the Parmelia Pipeline is operated. For example, the pipeline may become the southern part of a pipeline from the Carnarvon Basin, or may be used to transport gas from the DBNGP, via the Mondarra interconnection, to the Perth market. Such changes could potentially occur relatively early in the Access Arrangement Period (which extends for five years after the date of approval of the Access Arrangement by the Regulator [OffGAR]) and involve large increases in gas throughput above forecasts used for the current determination of Reference Tariffs. On this basis, the Regulator [OffGAR] considers that a trigger mechanism based on realised throughput quantity is justified.<sup>9</sup>

38. OffGAR adopted the throughput trigger event mechanism for the Parmelia Gas Pipeline to allow for a potential reopening of the access arrangement, in recognition of the likelihood of a "fundamental change" in the pipeline's operation. OffGAR anticipated that such changes could occur early in the access arrangement period, including scenarios where the pipeline might transport gas south from the Carnarvon Basin or deliver gas from the DBNGP to the Perth market via the Mondarra interconnection. These specific major events were defined as a significant increase in gas throughput, specifically, a 25 per cent increase above the maximum throughput assumed in the determination of reference tariffs.<sup>10</sup> In contrast, no such fundamental change has been proposed or is evident in the case of the DBNGP.

<sup>8</sup> Office of Gas Access Regulation, 15 December 2000, *Final Approval Access Arrangement Parmelia Pipeline*, p. 17.

<sup>9</sup> Office of Gas Access Regulation, 20 October 2000, *Final Decision Access Arrangement Parmelia Pipeline*, p. 16.

<sup>10</sup> Office of Gas Access Regulation, 20 October 2000, *Final Decision Access Arrangement Parmelia Pipeline*, p. 17.



## Appendix 1 List of Tables

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