

Appendix O.04

Explanation of Proposed Amendments to 2010-15 Access Arrangement

**Access Arrangement Information for the 2016-21
ACT, Queanbeyan and Palerang Access
Arrangement**

Submission to the Australian Energy Regulator

June 2015

ActewAGL Distribution - Outline of Proposed Amendments to 2010 Access Arrangement

This document sets out the amendments made to the previous access arrangement in satisfaction of Rule 52(2)(a) of the National Gas Rules.

In order to improve transparency for users and prospective users of the network on the terms and conditions for access to the network, a new Reference Service Agreement ("**RSA**") has been incorporated into the proposed 2016 Access Arrangement ("**2016 AA**") as proposed Schedule 5, in place of the individually negotiated Transport Services Agreements under the 2010 Access Arrangement ("**2010 AA**"). As such, certain provisions in the 2010 AA will now appear as different sections in the 2016 AA as a result of this structural change. This and other changes as between the 2010 AA and the 2016 AA (such as provision for the annual updating of the return on debt) render a mark-up of the changes made to the 2010 AA by the 2016 AA of negligible assistance in identifying and understanding the proposed changes.

For this reason, ActewAGL Distribution complies with Rule 52(2)(a) by setting out the key amendments it proposes to the 2010 AA for the 2016-21 access arrangement period in the table set out below. This table does not include mechanical drafting or other formatting changes (e.g. paragraph renumbering, new or amended subheadings etc).

Subcategory		2010 AA Reference	2016 AA & RSA Reference	Details of Proposed Amendments
1. Introduction				
1.1.	General Information	Clause 1 (1.1 - 1.19)	AA Clause 1 (1.1 - 1.11)	<p>The introductory clauses are substantively similar, providing information in relation to:</p> <ul style="list-style-type: none"> • contact information for prospective users wishing to gain access; • details of ActewAGL's distribution network, including the location of maps and statistics; • the structure of the AA; • details of the commencement of, and review submission date and revisions commencement date for, the AA; and • the primacy of applicable laws. <p>Details of the regulatory background in clauses 1.5 to 1.11 and 11.18 of the 2010 AA have been removed from the 2016 AA, as they are superfluous. The form in which the commencement date and revisions commencement date are specified is varied as between the 2010 AA and the 2016 AA.</p>

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2. Services Policy				
2.1.	Description of available services	Clause 2.1	AA Clause 2.1	<ul style="list-style-type: none"> The description of the services offered differs as a consequence of the simplified reference service structure discussed below.
2.2.	Reference Services	Clauses 2.2 to 2.4, and 2.7 to 2.9 Attachment 3	AA Clauses 2.2 to 2.6	<p>The proposed changes seek to simplify the reference services structure for the user or prospective user. Whereas the 2010 AA provided for seven reference services, the 2016 AA provides for a single reference service, being the haulage reference service, with the consequence that there are significant amendments to the provisions of clause 2 of the 2010 AA concerning reference services to facilitate the simplified reference service structure.</p> <p>The 2010 AA included attachments that related to the different reference services, providing for the mechanism and charges that would be applied for each respective service. These attachments have been removed from the proposed 2016 AA as they are superfluous in the context of the proposed single reference service.</p> <p>The rationale for the change to a single reference service is explained in the Access Arrangement Information (AAI) attachment 2.</p>
2.3.	Non-Reference Services	Clauses 2.1(b) to (c), 2.5 and 2.6 Attachment 3G	AA Clauses 2.7 to 2.10 AA Schedule 6	<p>The provisions relating to Non-Reference Services are substantively similar, with the two types of negotiated services continuing to be the Interconnection of Embedded Network Service and the Negotiated Services. Schedule 6 of the 2016 AA (concerning the Interconnection of Embedded Network Service) is substantively similar to Attachment 3G to the 2010 AA.</p> <p>The 2016 AA differs from the 2010 AA in that new clause 2.10 of the 2016 AA provides for disputes concerning Negotiated Services to be resolved in accordance with the dispute resolution procedures in the National Gas Law and National Gas Rules, unless the parties otherwise agree in the Negotiated Service Agreement.</p>
2.4.	Requests for Service	Clauses 2.10 to 2.12 Attachments 2 and 2A	AA Clauses 2.11 to 2.13 AA Schedule 2	<p>Clauses 2.10 to 2.12 of the 2010 AA and clauses 2.11 to 2.13 of the 2016 AA are substantively similar.</p> <p>Schedule 2 to the 2016 AA is of broadly similar effect to Attachment 2 to the 2010 AA with minor changes to reflect the changes to the reference services.</p>

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				The Request for Service Form is substantively identical.
3. Terms and Conditions				
3.1.	General terms and conditions for access	Clause 3 Attachments 3A-3I	RSA Clause 10 RSA Annexure 2 RSA Clause 16 RSA Clause 24 RSA Clause 26 AA Clause 13	<p>The 2010 AA outlined the general terms and conditions for the transport of gas in clause 3. For the 2016 AA, terms and conditions have been relocated to the RSA. These include Gas Quality, Non-specification Gas (both discussed in subcategory 3.8 below), Force Majeure, Measuring and Estimating Consumption, Limitation of Liability, and other minor arrangements that relate to the contractual relationship between ActewAGL and the User or Prospective User.</p> <p>The specifications for Gas Quality contained in Attachment 6 to the 2010 AA are located in the RSA under clause 10 and Annexure 2.</p>
3.2.	Minimum Network Standards	Attachment 2 (1.1(d))	RSA Clause 3.5	The obligation for all parties to comply with the Minimum Network Standards remains substantively similar but it has been relocated to the RSA as it is a contractual term.
3.3.	Additional terms and conditions	Attachments 3A-3I	RSA Clause 4 RSA Clause 5 RSA Clause 6	Additional terms and conditions have been relocated to the RSA and cover items such as maximum contracted capacities, overruns and provision of short term capacity.
3.4.	Charges*	Attachments 3A-3I	AA Schedule 3 (3 - 4) RSA Clause 19 (19.1 - 19.5)	<p>The charges provisions in the 2010 AA were contained in each service schedule as they applied specifically to each source of a charge (i.e. gas balancing charges, overrun charges, MDQ and provision of Basic Metering Equipment).</p> <p>The RSA provides general terms on the application of charges, and provides a summary of the charges that may arise. The 2016 AA contains specific charges in relation to the Reference Tariffs, ancillary charges and other service charges. The AA allows for surcharges. The RSA also allows for charges to be levied in accordance with the National Gas Rules when appropriate.</p> <p>*For Gas Balancing Charges, see subcategory 15.5 below. *For Surcharges, see subcategory 4.6 below.</p>
3.5.	Invoicing and	Clause 3	RSA Clause 20	The invoicing provisions previously located in the 2010 AA have been relocated to the RSA.

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	Payment	(3.17 - 3.18)	(20.1 - 20.14)	In addition, the procedure for invoicing has been expanded to provide the User with clarity in relation to interest and disputes/errors with issued invoices.
3.6.	GST	N/A	RSA Clause 21 (21.1 - 21.7)	The GST provisions were located throughout the 2010 AA within the provisions which imposed charges for different services. For example, the calculations relating to Reference Tariffs were GST exclusive by virtue of clause 5.2 of the 2010 AA, however there were specific GST exclusive clauses in relation to MDQ and Throughput in the respective Service Schedules. The GST treatment has been relocated to the RSA within the charges and payment sections.
3.7.	Responsibility for Gas	Clause 3.19 Clauses 3.40 - 3.41	RSA Clauses 9.1 - 9.4	These provisions are substantively similar while providing a more detailed explanation of the relevant obligations.
3.8.	Gas Quality and Variations	Clause 3.42 - 3.48 Clause 3.56 - 3.57 Attachment 6	RSA Clause 10 RSA Annexures 4 - 5	Previously, gas quality was located in the 2010 AA and the specification data contained in an attachment. Under the proposed structure, gas quality and specification gas has been relocated to the RSA. The contractual obligations that arise in relation to quality are outlined in greater detail. The requirements of the gas quality measurement system are outlined in Annexure 4 of the RSA.
3.9.	Measuring Equipment	Clauses 3.33 - 3.35	RSA Clause 16	These clauses have been relocated to the RSA and expanded for greater clarity.
4. Determination of Revenue				
4.1.	Principles	Clauses 4.1 to 4.4	N/A	The principles embodied in the National Gas Rules that are restated in the 2010 AA have been removed in the 2016 AA, as they are superfluous.
4.2.	Incentive Mechanism	Clauses 4.5 to 4.9	AA Clause 3 (3.1 - 3.9) RSA Annexure 3 (5.4(f))	The incentive mechanisms and equations for carryover mechanism for operating expenditure are substantively similar. The differences are referable to: <ul style="list-style-type: none"> • drafting improvements; • drafting changes (including in respect of the relevant equations) to better reflect the AER's current efficiency benefit sharing scheme under the National Electricity Rules; • changes to the exclusions from the incentive mechanism (specifically, self-insurance is no longer excluded, drafting refinements are made to the exclusion for non-controllable costs and a new exclusion is introduced providing for the exclusion, at the AER's discretion, of expenditure categories not forecast on a revealed cost basis); and • the introduction in the 2016 AA of a new provision providing for the application of

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				the incentive mechanism in the event of an interval of delay under Rule 92(3) following the 2016-21 access arrangement period.
4.3.	Capital Expenditure	Clauses 4.10 to 4.14	AA Clause 4.1	<p>Clauses 4.10 to 4.12 (inclusive) and 4.14 of the 2010 AA are removed as they do no more than restate provisions of the National Gas Rules and/or limitations pursuant to those Rules or other provisions of the AA, and are thus superfluous.</p> <p>Clause 4.13 of the 2010 AA is retained in a substantively similar form in clause 4.1 of the 2016 AA. There are minor terminology changes around speculative or forecast capital, which allows for a simplification of the information in the 2016 AA. This provision provides for any non-conforming capex not recovered through a surcharge on users or a capital contribution to be included in the speculative capex account, as contemplated by Rule 84 of the National Gas Rules.</p>
4.4.	Surcharges	Clause 4.15	AA Clauses 4.6 to 4.8	The relevant provisions of the 2010 and 2016 AAs are substantively similar. Drafting variations are explicable on the basis of enhanced certainty. The relevant AA provisions make clear that ActewAGL Distribution may impose surcharges in respect of any non-conforming capex in addition to any tariffs and charges otherwise provided for by the AA.
4.5.	Capital Contributions	Clause 4.16	-	The relevant provision is removed from the 2016 AA, as under the National Gas Rules any capital contribution is subject to negotiation with a user and, accordingly, this provision is superfluous.
4.6.	Review of Capital Base After Expiry of an AA	Clause 4.17	AA Clause 4.2 to 4.3	The provisions in relation to review of the capital base at the commencement of the next access arrangement period, or a subsequent access arrangement period, are substantively similar.
4.7.	Asset register	Clause 4.18	AA Clause 4.4	This provision is substantially identical.
4.8.	Statement of costs	Clause 4.19	-	ActewAGL Distribution's Regulatory Information Notice (RIN) obligations render clause 4.19 of the 2010 AA superfluous and, accordingly, it has been removed. The RIN issued by the AER sets out the requirements that must be complied with and the information that must be provided to the AER and be prepared and maintained by ActewAGL for the purposes of the AER determining whether to approve ActewAGL's access arrangement proposal in respect of the pipeline services it provides by way of a covered pipeline in the ACT. In addition ActewAGL Distribution must comply with annual RIN reporting obligations.
4.9.	Database of capital	Clause 4.20	AA Clause 4.5	This provision is substantially identical.

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	contributions			
4.10.	Fixed Principles	Clause 421 to 4.22	AA Clause 5	<p>The principles in the AA specified to be fixed principles have been amended consequent upon other changes to the AA. In addition to specifying fixed principles concerning the incentive mechanism as occurred under the 2010 AA, the 2016 AA also specifies fixed principles in respect of:</p> <ul style="list-style-type: none"> the basis of calculation of depreciation for the purposes of the determination of the opening capital base at the commencement of the next access arrangement period; the pass through in the next access arrangement period of the costs of a pass through event occurring in this access arrangement period that are not recovered in this period; and the true up of the return on debt for year five of this access arrangement period. <p>The 2016 AA does not specify any fixed principle concerning the inclusion of new capex in the capital base at the commencement of the next access arrangement period as occurred under the 2010 AA, as the principles in issue are specified in the National Gas Rules.</p>
5. Return on debt and averaging period nomination				
5.1.		N/a	AA Clause 6 and Schedule 9	<p>The 2010 AA did not contain provisions in relation to the annual updating of the return on debt, as the National Gas Rules as in force at the time of the AER's decision on the 2010 AA did not permit the return on debt to be estimated using a methodology that resulted in the return on debt being different for different regulatory years in the access arrangement period. Following the AEMC's Rule changes in 2012, Rule 87 of the National Gas Rules now provides for the use of such a methodology for estimation of the return on debt and the consequent annual updating of the return on debt and total revenue (Rule 87(9) and (12)). The provisions of clause 6 of the 2016 AA provide for matters consequent on ActewAGL Distribution's proposal for the annual updating of the return on debt during this access arrangement period including:</p> <ul style="list-style-type: none"> the formula for calculation of the return on debt; the estimation of the annual return on debt observation including the determination of the best fit data source; the nomination and AER consideration of debt averaging periods for the second and subsequent regulatory years; the annual updating of the X factor; and

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				<ul style="list-style-type: none"> the true up for the return on debt in the final year of this access arrangement period.
6. Reference Tariffs				
6.1.	Initial Reference Tariffs and Structure of Reference Tariffs	Clause 5 (5.1 - 5.11)	AA Clause 7.1, Clause 8 and Schedule 3	<p>Clauses 5.1 and 5.2 of the 2010 AA have been removed as they are superfluous.</p> <p>Clause 7.1 of the 2016 AA in respect of initial reference tariffs is of similar effect to clauses 5.3 and 5.7 of the 2010 AA.</p> <p>Clause 5.4 of the 2010 AA, which provides for the reference tariffs to apply if the revisions commencement date is after 1 July 2015, has been removed, as it is superfluous given the specification of the revision commencement date in the 2016 AA and Rule 92(3) of the National Gas Rules.</p> <p>Clauses 5.5 to 5.11 of the 2010 AA concerning the reference tariffs for each reference service and the structure of those reference tariffs have been removed as they are superfluous as a consequence of the restructure of reference services in the 2016 AA, which involves the specification of a single reference service. Details about the structure of reference tariffs for the proposed single reference service are now outlined in Clause 8 and Schedule 3 of the 2016 AA. The rationale for the proposed reference tariff structure is explained in attachment 12 of the AAI.</p>
7. Variation to Reference Tariffs				
7.1.	Varying tariffs within AA period	Clauses 6.1 to 6.2	AA Clause 7.2	<p>Clause 6.1 of the 2010 AA has been removed, as it is superfluous, dealing as it does with the regulatory background to the remaining provisions of clause 6 of that AA.</p> <p>Clause 7.2 of the 2016 AA is of broadly similar effect to clause 6.2 of the 2010 AA but varies from clause 6.2 as a consequence of changes to the tariff variation mechanism and reference tariff structure effected by other provisions of the 2016 AA.</p>
7.2.	Annual reference tariff variation mechanism	Clauses 6.3 to 6.4	AA Clauses 7.4 to 7.4, Schedule 4 (Automatic adjustment factor)	Whereas the 2010 AA provided for a schedule of fixed reference tariffs, with annual CPI escalation, the 2016 AA provides initial reference tariffs varied annually subject to a weighted average price cap (WAPC) and a side constraint of 10% to apply at the tariff class

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				<p>level in every year of the 2016-21 access arrangement period including the first year. The annual automatic adjustment factor A_t component of the WAPC allows for differences between forecast and actual costs for specified events to be recovered or savings returned in tariffs. The proposed automatic adjustment factor, set out in Schedule 4 of the 2016 AA, covers the following uncontrollable costs:</p> <ul style="list-style-type: none"> • Licence fees, including the AEMO Fee, the Energy Industry Levy and the Utilities (Networks Facilities) Tax (UNFT); • Benchmark unaccounted for gas (UAG) costs; • Carbon costs; and • Relevant taxes.
7.3.	Intra-year reference tariff variation mechanism	N/a	AA Clause 7.5	<p>Clause 7.5 of the 2016 AA introduces a mechanism to vary reference tariffs during a regulatory year, including for the purposes of passing through an amount relating to a cost pass through event. The variation must comply with the WAPC formula set out in clause 7.4 of the 2016 AA.</p>
7.4.	Annual and intra-year variation process	Clauses 6.5 to 6.9	AA Clauses 7.17 to 7.29	<p>Clauses 7.17 to 7.29 of the 2016 AA set out the process for the annual variation of reference tariffs. Where ActewAGL Distribution proposes to vary one or more reference tariffs to apply from the start of the next financial year, ActewAGL Distribution will submit a variation notice (containing the matters specified in that clause) to the AER on or before 15 March, prior to the commencement of the next financial year (clause 7.17). Clauses 6.5 and 6.6 of the 2010 AA required ActewAGL Distribution to notify the AER at least 50 business days prior to 1 July in each year of the access arrangement period of the varied reference tariffs to apply in accordance with the annual reference tariff adjustment formula and any cost pass through event(s).</p> <p>Similar to clause 6.7 of the 2010 AA, under clause 7.19 of the 2016 AA, the AER must notify ActewAGL Distribution in writing of its decision on ActewAGL Distribution's variation notice within 30 business days of receiving that notice. However, unlike the 2010 AA, clause 7.21</p>

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				of the 2016 AA enables that 30 business day period to be extended by the AER under certain circumstances for a maximum additional 20 business days.
7.5.	Cost Pass Through Events	Clauses 6.23 and 6.24	AA Clause 7.6 and Definitions	<p>The following cost pass through events have been removed from the 2016 AA: (a) change in tax event; (b) carbon pollution reduction scheme event; (c) National Energy Customer Framework/National Gas Connections Framework event; and (d) specified uncontrollable cost event.</p> <p>The following cost pass through events have been added to the 2016 AA: (a) insurance cap event; (b) insurer credit risk event; (c) terrorism event; (d) natural disaster event; and (d) network user failure event.</p> <p>The following cost pass through events have been retained in the 2016 AA from the 2010 AA: (a) regulatory change event; (b) service standard event; (c) short term trading market event; (d) supply curtailment event; and (e) general pass through event.</p>
7.6.	Application process for seeking a cost pass through	Clauses 6.10 to 6.22	AA Clauses 7.7 to 7.16	<p>The 2016 AA separates the application and decision process for pass through events (clauses 7.7 to 7.16) from the process for seeking to vary reference tariffs (clauses 7.17 to 7.27), whereas the 2010 AA combined those processes (see clauses 6.6 and 6.10).</p> <p>Under clause 7.8 of the 2016 AA, ActewAGL Distribution is required to make an application to the AER within 90 business days of becoming aware of the occurrence or likelihood of a cost pass through event which will, or is likely to have an administrative cost impact. Clause 6.10 of the 2010 AA required ActewAGL to notify the AER at least 50 business days prior to each 1 July during the access arrangement period that a cost pass through event has occurred and clause 6.12 made provision for ActewAGL to notify the AER that such an event had occurred at any other time during a financial year, with the AER's consent. Taking into account permitted extensions, the maximum timeframe for the AER's decision on a pass through application is the same under the 2016 AA and 2010 AA, being 90 business days (see clause 7.13 of the 2016 AA and clause 6.16 of the 2010 AA). There are some differences in the factors which the AER must take into account in making a decision on pass through application as between the 2010 AA and the 2016 AA (see clause 6.19 of the 2010 AA and clause 7.12 of the 2016 AA).</p>
7.7.	Clerical mistakes, accidental slips or	N/a	AA Clauses 7.30 to 7.31	Clauses 7.30 and 7.31 of the 2016 AA introduce a mechanism for correction of a clerical mistake, an accidental slip or omission, or a miscalculation in the determination of a

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	omissions or miscalculations			reference tariff.
8. Extensions / Expansions				
8.1.	Extensions/Expansions Policy	Clause 7	AA Clause 9	The extension/expansion regime is substantially unchanged. Clause 7.9 of the 2010 AA is removed from the 2016 AA, as clauses 4.6 to 4.8 of the 2016 AA renders it superfluous.
9. Trading Policy				
9.1.	Capacity Trading	Clause 8 (8.1 - 8.8)	AA Clause 10 (10.1 - 10.2) AA Clause 11 (11.1 - 11.3) RSA Clauses 11 - 15	In the 2010 AA, the ability to transfer contracted capacity and change receipt points and delivery points were contained in one section - Trading Policy. In the 2016 AA, the section has been divided to separate the transfer of contracted capacity - and retitled as 'Capacity Trading Policy' - which appears in clause 10, from the change of Receipt Points and Delivery Points provisions which appears in clause 11. In addition, the requirements for capacity transfers and changes to a user's receipt and delivery points are now located in the RSA. These proposed changes align with the approach adopted by JGN for its 2015-20 access arrangement, and approved by the AER.
10. Queuing Policy				
10.1.	Queuing Policy	Clause 9 (9.1 - 10.20)	AA Clause 12 (12.1 - 12.16) RSA Clause 4.4	Clause 9 of the 2010 AA outlined the queuing policy and this has been substantially retained in the 2016 AA. The RSA provides some additional information to Users regarding the effect of the Queuing Policy on requests to increase MHQ or MDQ requirements. These proposed changes align with the approach adopted by JGN for its 2015-20 access arrangement, and approved by the AER.
11. Trigger Event				
11.1.	Trigger event for bringing forward review submission date	Clause 10 (10.1 - 10.3)	RSA Clause 1 (1.3)	The language of "Trigger Event" in the 2010 AA has been updated to the change of law provision in the RSA. The "Trigger Event" was specifically aimed at what was, at that time, upcoming changes in the law the content of which was known but not yet applied as legislation. There are no such circumstances at this time. Accordingly, the RSA provides for a "Change in Law" event - including allowing for variation due to changes in the Short Term Trading Market and provides the User with greater clarity on the procedure for amending

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				the Agreement based on such currently unknown events.
12. Curtailment of Supply				
12.1.	Load Shedding	Attachment 4	RSA Clauses 23.4 - 23.5 AA Schedule 7 (1.1 - 1.6)	The provisions concerning Load Shedding, including the specification of priorities, are substantially similar. These proposed changes align with the approach adopted by JGN for its 2015-20 access arrangement, and approved by the AER.
12.2.	Disconnection and Suspension	Clause 3 (3.54 - 3.55) Attachment 3I (1.9 - 1.18)	AA Schedule 3 RSA Clause 15 (15.9) RSA Clause 22 (22.1 - 22.3)	The provision relating to the disconnection or suspension of supply was previously located in the terms and conditions of the 2010 AA and the attachment relating to ancillary service. The substantive terms of a disconnection or suspension have been relocated to the RSA, with an outline of the ancillary charges contained in the Reference Tariff Schedule of the 2016 AA.
12.3.	Interruption	Clause 3.59 - 3.60	RSA Clause 23	The provisions have been relocated from the 2010 AA into the RSA and expanded upon to provide greater clarity.
13. Receipt Point Pressures				
13.1.	Receipt Point Pressures	Attachment 7	AA Schedule 8	These provisions are substantively similar and include additional information to users as guidance on the network constraints over autumn and winter.
14. Receipt and Delivery				
14.1.	Addition of Delivery Points	Attachment 2A	RSA Clause 11 (11.1 - 11.6)	Under the 2010 AA, the option to request additional delivery points is contained in various sections directing a User or Prospective User to submit the pro forma request in Attachment 2A. In the proposed RSA, the pro forma has been removed and replaced with a written procedure that provides the User or Prospective with additional clarity around the requirements for a successful request. The proposed regime specifies that ActewAGL must agree to an additional delivery point if the conditions in clause 11.3 of the RSA are satisfied. The transfer of service from Delivery Points under the 2010 AA to the new regime under the 2016 AA is also provided for under a bulk transfer arrangement, which brings existing

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				Delivery Points into conformity with the new provision regarding Relevant Customer Lists (see subcategory 14.6 below).
14.2.	Deletion of Delivery Points	N/A	RSA Clause 12	The deletion of Delivery Points has been explicitly provided for in the RSA in order to bring the procedure required by ActewAGL and the User into compliance with the proposed regime for addition of Delivery Points and the Relevant Customer List.
14.3.	Change of Receipt or Delivery Points	Clause 8 (8.5)	AA Clause 11 RSA Clause 13	This component has now located in the 2016 AA and RSA. The section in the AA relates to providing the option to change a Receipt Point or Delivery Point for a Haulage Reference Service. The RSA provision is a contractual term that relates to a User needing ActewAGL's consent in order to change the Delivery or Receipt Point under the 2016 AA, and the procedures for obtaining consent.
14.4.	New Receipt Points	Clause 3 (3.21 - 3.30) Attachment 8	AA Schedule 7 (2.1 - 2.4) RSA Clause 14 (14.1 - 14.9)	Under the 2010 AA, the addition of a Receipt Point was contained in the terms and conditions (clause 3). For the 2016 AA, the provisions have been relocated in the RSA. An outline of some additional technical terms has been added to the 2016 AA in the operational schedule.
14.5.	Requirements of Delivery Stations	Clause 3 (3.31 - 3.37)	RSA Clause 15 (15.1 - 15.12)	Under the 2010 AA, the requirements for delivery stations, including for the provision and maintenance of basic metering equipment, were contained in the terms and conditions section (clause 3). By relocating the provisions to the RSA and expanding the information, Users and Prospective Users are given greater clarity about the requirements for a delivery station.
14.6.	Customer Lists	N/A	RSA Clause 3 (3.3)	The RSA proposes to introduce the concept of Relevant Customer Lists, to create clarity and distinction between Volume Customers and Demand Customers. There is a general provision binding the parties to the contents of the Relevant Customer List, but the term is then used throughout the RSA in relation to the process for adding delivery points to the list.
15. Gas Balancing				
15.1.	Overview and Definitions	Attachment 5 (1.1 - 1.4)	RSA Annexure 3 (1 - 2)	All gas balancing provisions have been relocated to the RSA. The introductory clauses are substantively similar, providing information in relation to: <ul style="list-style-type: none"> • the different gas balancing mechanisms considered by the RSA; and • definitions specific to the gas balancing mechanisms.
15.2.	Operational balancing with	Attachment 5 (1.5 - 1.21)	RSA Clause 7 Annexure 3	All gas balancing provisions have been relocated to the RSA. The three different gas balancing mechanisms under the 2010 AA remain substantially

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	pipeline operators		(3.1 - 3.3)	similar in the RSA.
15.3.	Balancing with pipeline shippers	Attachment 5 (1.22 - 1.39)	RSA Clause 7 Annexure 3 (4.1 - 4.3)	See subcategory 15.2 above.
15.4.	Balancing with no Operational Balancing Agreement	Attachment 5 (1.40 - 1.56)	RSA Clause 7 Annexure 3 (5.1 - 5.4)	See subcategory 15.2 above.
15.5.	Charges	Attachment 3A Attachment 3B Attachment 3C Attachment 3D Attachment 3E		All gas balancing provisions have been relocated to the RSA. Charges relating to Gas Balancing are all contained in Attachment 5 of the 2010 AA, depending on which balancing regime applies. All the service schedules contain reference to Gas Balancing charges creating the obligation that the User pays these charges in accordance with the applicable regime in Attachment 5. The 2016 AA has consolidated the list of charges, including for gas balancing, which assists the User.