

PROCEDURE CHANGE REQUEST (PCR)

Summary Section

For Proponent or AEMO to complete. Template focuses on solution identification.

Issue Number	IN003/19W		
Impacted Jurisdiction(s)	WA		
Proponent	Arjun Pathy	Company	AEMO
Proponent e-mail	arjun.pathy@aemo.com.au	Proponent phone #	03 9609 8983
Date proposal (GMI) sent to AEMO	19 February 2019	Date PCR issued/received	6 January 2020
Short Issue Title	Holistic tidy up of RMP (WA)		

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VERSION #	PRESENTED TO	DATE
1.0	GRCF	6 January 2020



PROCEDURE CHANGE REQUEST (PCR)

1. DESCRIPTION OF CHANGES

At the February 2019 prioritisation session, the Gas Retail Consultative Forum (GRCF) agreed to conduct a holistic “tidy-up” of the Retail Market Procedures (RMP) (WA), the goal of which was to collate all minor and non-contentious amendments to the RMP (WA) into a single consultation. From July 2019 to November 2019, AEMO worked with the GRCF to develop a list of non-controversial process improvement, editorial, or clarification changes that could be incorporated into a PCR.

Participants submitted their feedback on these changes in December 2019, and AEMO’s response to this feedback is provided in Attachment C. Where participants significantly disagreed on a proposed change, AEMO has parked the change in the Retail Market Issues and Change Register instead of progressing it as part of this consultation. As such, the changes proposed in this PCR are changes for which no participant raised major objections.

2. REFERENCE DOCUMENTATION

Attachment A provides a full track-changes RMP (WA), which details all changes (editorial and otherwise) proposed to the RMP (WA) as part of this consultation.

Attachment B provides the full list of “Category 1” (i.e. editorial changes) that were proposed by participants as part of pre-consultation, as well as AEMO’s responses to them. AEMO’s editorial changes were given to participants directly in track-changes RMP (WA), to which no participants raised objections.

Attachment C provides a full list of feedback on non-editorial changes that were proposed by participants or by AEMO as part of pre-consultation, as well as AEMO’s responses to the feedback.

3. OVERVIEW OF CHANGES

As outlined in Section 1, this PCR contains all changes raised by AEMO or WA gas retail market participants that entail no material market impact or IT system impact and that participants did not oppose in pre-consultation feedback. Additionally, as highlighted in pre-consultation, this PCR incorporates the changes proposed as part of IN007/18W, which changes “procedure change committee” and “procedure change request” to “gas retail consultative forum” and “proposed procedure change” respectively. GRCF participants unanimously supported IN007/18W in their responses to the GMI for that change.

A full summary of editorial changes proposed by participants is provided in Attachment B.

A full summary of non-editorial changes proposed by AEMO or by participants is provided in Attachment C. As noted in Section 1, AEMO has parked or rejected any changes which were not justified in terms of costs and benefits or about which participants differed significantly in their positions. Where participants expressed a desire for more information about a change, AEMO has noted the item for discussion at the 21 January 2020 GRCF meeting. If participants come to a consensus during that meeting, then AEMO will include the change in the Impact and Implementation Report (IIR) for this consultation.

4. LIKELY IMPLEMENTATION REQUIREMENTS AND EFFECTS

Since all changes with a material market or IT system impact have been excluded from this consultation, there should be minimal implementation requirements for participants or AEMO as a result of this consultation. Some participants may need to make minor process changes.



5. IMPACT OF ISSUE NOT PROCEEDING

If the changes identified in this PCR do not proceed, then non-controversial clarification or process improvements to the RMP (WA) will not be effectuated, and as such, the benefit of clearer and more streamlined procedures will not be realised.

6. OVERALL COSTS, BENEFITS AND MAGNITUDE OF THE CHANGES

The benefits of the changes will be:

- With respect to the clarification and editorial changes, clarity of the RMP (WA).
- With respect to the minor process improvements, efficiencies for the WA retail gas market.

Since no changes proposed in this PCR require system changes or substantial process changes, there are not expected to be any costs, and AEMO considers this change to be *non-controversial*.

7. PROPOSED TIMELINES

AEMO proposes the following timeline:

- 6 January 2020: PCR is issued for IN003/19W.
- 4 February 2020: Responses close for PCR.
- 3 March 2020: IIR is issued for IN003/19W.
- 31 March 2020: Responses close for IIR.
- April: AEMO issues AEMO Decision on IN003/19W and submits to ERA.
- Target effective date (subject to all approvals) 1 July 2020.



ATTACHMENT A – DOCUMENTATION CHANGES

Please see attached for track-changes procedures

ATTACHMENT B – PROPOSALS FOR EDITORIAL CHANGES AND AEMO’S RESPONSE

This section is broadly identical to the “Consolidated Feedback on Category 1 changes v2.0” document that was distributed to the GRCF as part of the GMI Round 3 consultation. The “AEMO response” column has been updated to reflect the outcomes of AEMO’s legal review.

Ref #	Name of company	Clause number(s)	Summary	Proposed RMP changes	AEMO response
1	Synergy	Appendix 6, (h)	Typographical error.	<p>Appendix 6</p> <p>A record under clause (e) must:</p> <p>(h) be in a form capable of examination by AEMO under clause 7275 and of audit under clause 350;</p>	<p>AEMO believes that the relevant clause number is 73 (specifically, 73(4)); as such, the wording of Appendix 6(h) has been amended to “clause 73”.</p>
2	Origin	Other Relevant Documents	<p>The Interface Control Document supports the WA Gas Retail Market Procedures.</p> <p>As this is listed as a “draft” on AEMO’s website clarification is required as to whether this document should be included.</p> <p>It is also referenced in Clause 9. Format of Notices.</p>	<p>the following documents that relate to the operation of the WA gas retail market and the related Gas Retail Market System; and the manner in which participants, pipeline operators, prescribed persons and AEMO interact in the gas market:</p> <ul style="list-style-type: none"> o the WA Gas Retail Market Agreement; o the AEMO Specification Pack; o the User Guidelines for the AEMO Specification Pack; and o the FRC Hub Operational Terms and Conditions; 	<p>AEMO’s legal team has advised that the Interface Control Document is part of the AEMO Specification Pack, which is already referenced, therefore meaning that this change is not needed.</p>

Ref #	Name of company	Clause number(s)	Summary	Proposed RMP changes	AEMO response
				o the Interface Control Document	
3	Origin	2. Definitions	“AEMO Specification Pack” definition differs from that in SA. As multiple definitions are consistent across jurisdictional Retail Market Procedures suggestion to adopt the SA definition for alignment. The AEMO specification pack also states that it is for both SA and WA markets.	“AEMO Specification Pack” means the suite of documents, as approved by AEMO and the approving body, to support the operation of these procedures. means the protocol which governs the manner and form in which information is to be provided, notice given, notices or documents delivered, and requests made as contemplated by these Procedures.	AEMO considers that this would be a Category 2 change and has as such included it in that document (see Ref #7 in Attachment C).
4	Origin	2. Definitions	With changes proposed in IN007/18W and “List of Substantive Changes to RMP (WA)” which refers to the Gas Retail Consultative Forum a definition should be provided.	Gas Retail Consultative Forum (GRCF) is a monthly forum that provides effective and efficient consultation between AEMO and stakeholders on the development of the retail gas markets operating in New South Wales / Australian Capital Territory, Queensland, South Australia, Victoria and Western Australia.	The GMI for IN007/18W provides a definition for “gas retail consultative forum”; as such, AEMO does not believe this change is necessary under this PCR.
5	Origin	12A. (5)(a) Notices by email	WA Retail market procedures are generally consistent with that in SA. To align the clause with SA suggestion to re-word.	is not an email that requires receipt of a further automated response message in order for the automated response message reply in order for the reply to have been validly sent and received;	AEMO supports this change.
6	Origin	20 (2) AEMO Standing Data	Refers to definition of Source however in section 2. Definitions there is no definition of Source. Suggestion to add definition to section 2.	“Source” has the meaning given to it in clause 20 (2).	“Source” is not defined globally but rather only for clause 20(1) (as contemplated by clause 20(2)); as such, AEMO does not

Ref #	Name of company	Clause number(s)	Summary	Proposed RMP changes	AEMO response
					believe that the inclusion of "source" in Clause 2 is appropriate.
7	AGL	2. Definitions	<p>For future ease, it is suggested that the definition section be made a table like the NSW and QLD retail procedures.</p> <p>The VIC and SA procedures should be similarly updated.</p> <p>The benefit will be to be able to produce a gas retail market glossary (like the elec one) and the definitions can be reviewed and aligned across the markets, which will be a key step in the overall harmonisation of the procedures.</p>		AEMO supports this change.
8	AGL	2. Definitions and related clauses	Replace "disconnected" with "de-energised" (aligns term with NERR)	<i>"disconnectedde-energised", in relation to a delivery point, means that the delivery point's ability to flow gas has been temporarily interrupted in such a manner that gas flow may not lawfully be restored by the customer.</i>	AEMO considers that this would be a Category 2 change and has as such included it in that document (see Ref #13 in Attachment C).
9	AGL	2. Definitions	Replace 'notice' with 'request' where the information has been made as a result of a request from one party to another		AEMO considers that this would be a Category 2 change and has as such included it in that document (see Ref #13 in Attachment C).
10	AGL	2. Definitions	Update definition		The RMP already define EUAFG (this being the estimate of

Ref #	Name of company	Clause number(s)	Summary	Proposed RMP changes	AEMO response
			<u>Estimated</u> unaccounted for gas		UAFG). Further, AEMO believes that there is a benefit in defining the concept that is being estimated; as such, AEMO does not believe changing the definition to “estimated unaccounted for gas” is warranted.
11	AGL	General	Grammar Is ‘under clause’.. preferred to ‘in clause’....		<p>AEMO notes that AGL has raised this same feedback as part of IN006/17 (SA RMP harmonisation). In line with AEMO’s response to that feedback in the IN006/17 IIR (see page 15 here), AEMO will amend “under clause X” to be “in clause X” where it is appropriate to do so, bearing in mind that there are different appropriate uses for “under clause X” and “in clause X”, so there will remain use of both throughout the RMP (WA).</p> <p>AEMO has also amended definitions, where it resulted in no change of meaning, to read “has the meaning given in clause X” instead of</p>

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					alternatives, e.g. "is defined in clause X".
12	AGL	2. Definitions General	<p>In some instances AEMo has modified a definition (eg "swing service provider of last resort" or "SSPOLR) bringing together both the acronym and the full definition.</p> <p>AGL Suggests that AEMO apply a consistent approach to the various Acronym's in use throughout the glossary – eg TANUSA, ANUSA, ANSA etc</p> <p>Noting that the ACRONYM is the more frequently used term within the Procedures, AGL would suggest that the definitions start with the ACRONYM and then the full explanation</p> <p>Eg</p> <p>SSPOLR [Swing Service Provider Of Last Resort] – means.....</p>		AEMO supports this change.

ATTACHMENT C – CONSOLIDATED FEEDBACK FOR PRE-CONSULTATION

Items in **blue** have been included in the track-changes RMP (WA) for this PCR.

Items in **grey** signify AEMO original position not to support therefore no change to RMP (WA).

Items in **purple** signify an AEMO decision already published therefore not part of this scope of works.

Items in **orange** have not been included in the track-changes RMP (WA) for this PCR but will be discussed at the January GRCF workshop on IN003/19W.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
-	General	-	-	Synergy	At this stage we do not have any further comments. However, in principle, we support AEMO's positions detailed on the spreadsheet.	AEMO acknowledges the participant's in-principle support for AEMO's positions as detailed below.
-	General	-	-	Simply Energy	Simply Energy supports AEMO's position on the WA RMP Holistic Tidy Up Category 2 Changes, as described in the Round 3 Response template, and has no further comments at this stage	AEMO acknowledges the participant's support for AEMO's positions as detailed below.
1	General	Throughout the procedures the term 'reasonable and prudent person' is	Subject to AEMO legal review, AEMO supports this proposal conditional	Alinta Energy	Support	AEMO's legal team has provided advice that this

¹ This reference number cross-references to the appropriate reference number in the Register of Category 2 and 3 changes that was issued with the GMI Round 3 documents.



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		used multiple times, often in the same paragraph (eg Cl 21A).	that the GRCF is unanimous in its support.	Origin Energy	Origin Energy supports AEMO's recommendation to have a legal review to confirm whether the term 'reasonable and prudent person' is required or if a general statement is sufficient.	change would not be appropriate. Requiring a participant or AEMO to be "reasonable and prudent" affects what the participant or AEMO must or must not do to comply with a specific obligation. As such, each clause that currently refers to "reasonable and prudent" would need to be assessed to confirm that a general statement meets the same requirements as the original wording, and adding a general obligation of being a "reasonable and prudent person" would change the meaning and obligation for clauses that do not currently refer to a "reasonable or prudent person", meaning that a justification as to why the change was required would have to be provided

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						for every one of these clauses.
2	General	<p>There are multiple circumstances in which a network attends a customer site.</p> <p>AGL suggests that there should be a general obligation for the network to take a meter reading whenever it visits a site.</p>	<p>No information has been provided regarding specific clauses or regarding benefits that would be realised as a result of this change. As such, AEMO does not support this proposal and it will not be considered as part of this program of work.</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position not to advance with this change.
				Origin Energy	<p>If a site has a history of estimated reads, then this may be an opportunity to gain an actual read however if a retailer is already receiving actuals, we would not want to receive the read. Origin Energy suggest that if AGL wishes to pursue this option then a GMI be raised so this could be explored further as it may require process and system changes.</p>	AEMO acknowledges Origin's position that this issue be pursued outside the consultation for IN003/19W and will therefore remove this change from this consultation.
3	Clause 2	No definition for "above 10TJ determination" or "below 10TJ determination"	AEMO will include this proposal in the PCR conditional that the GRCF is unanimous in its support.	Alinta Energy	AE supports the inclusion of definitions for "above 10 TJ determination" and "below 10 TJ determination" however,	AEMO acknowledges Alinta Energy's comment and has amended the proposed RMP (WA) accordingly. In the

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					the definitions refer to the <u>user</u> making the determination whilst currently this is made by the <u>network operator</u> . Further clarity is required as to which party will make the determination moving forward.	proposed RMP (WA), the network operator makes the above 10 TJ determination or the below 10 TJ determination in consultation with the user.
				Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges the participant's support for this change.
4	Clause 2	<p>Definition: Additional Service Charge</p> <p>AGL notes that this concept doesn't exist in other retail markets and questions if it is still valid in the WA Market and suggests that this be discussed in an industry forum.</p>	<p>AEMO notes AGL's comment that the concept does not exist in east coast gas retail markets, which operate under a different regulatory framework; however, the WA regulatory framework is different. The RMP (WA) provisions on cost recovery were reviewed when operation of the retail gas market transitioned to AEMO in Oct 2016, at which time the then Rule Change</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

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			Committee decided not to remove these provisions and definitions. This proposal does not present any benefits other than removing a potentially unwarranted provision. AEMO will need to further examine the impact of the changes; if that investigation should confirm that there is no impact, AEMO will amend the definition and any associated clauses.	Origin Energy	Refer ref #5.	AEMO's response is given in Ref #5.
5	Clause 2	<p>Definition: Additional Service Charge</p> <p>This definition also includes an amount (\$5000) for participant charging.</p> <p>While the definition seems reasonable, the amount may no longer be appropriate.</p> <p>AGL proposes that the base amount be agreed each five-year period as part of the AEMO 5 year price process. The specific amount may</p>	AEMO does not support AGL's proposal to amend the base amount to an "additional service charge" to be reviewed every five years. This provision is scarcely used; further, there is no "additional service charge" provision in other jurisdictions, and in these jurisdictions if a change is implemented solely for the benefit of the proponent, then the proponent would fund the full cost of the change. Conditional that the GRCF is unanimous in its support to remove the additional service	Alinta Energy	<p>We are confused about what is being proposed here. #4 refers to retaining the definition of "additional service charge" and this proposal appears to be removing it. Please clarify.</p> <p>Note: An amendment has been made to this term in RMPs cl 370(1)(c) which does not appear correct:</p> <p>(c) the amount of any additional service charge that the <i>Scheme</i></p>	AEMO's position is that, given the scarcity with which the additional service charge is used, it is not warranted to review this amount every five years; instead, participants are welcome to raise a GMI in the future if they wish to raise this amount. AEMO acknowledges the wording of its position for Ref #4–6 is somewhat unclear and will therefore raise this at the January



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		change annually in line with the AEMO price path.	charge, AEMO will need to further examine the impact of the changes, and should that examination confirm that there is no impact, AEMO will amend the definition.		<i>participants</i> is being charged; and	GRCF workshop on IN003/19W.
				Origin Energy	Origin Energy is seeking some further details from AGL in relation to the benefits of this proposed change as this is a scarcely used provision with a minimum threshold and no maximum. If there is a change that impacts all participants and would incur this additional service charge, then a cost benefit analysis would need to be undertaken by industry.	AEMO will include this item at the January GRCF workshop on IN003/19W.

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6	Clause 2	Definition: Additional Service Amount	See AEMO's response to item 5.	Alinta Energy	See above comments.	AEMO's response is given in Ref #5.
		links to additional service charge		Origin Energy	Refer ref #5.	AEMO's response is given in Ref #5.
7	Clause 2	"AEMO Specification Pack" definition differs from that in SA. As multiple definitions are consistent across jurisdictional Retail Market Procedures suggestion to adopt the SA definition for alignment. The AEMO specification pack also states that it is for both SA and WA markets.	AEMO supports Origin's proposal: how these documents are changed and approved are described elsewhere (e.g. clause 14, which also references Chapter 9), and Origin's proposed wording adds provides greater specificity to the contents of the AEMO Specification Pack than does "supports the operation of the procedures". Given the above, AEMO will include this proposal in the PCR, conditional that the GRCF is unanimous in its support.	Alinta Energy	Support	AEMO's legal team has provided advice that, since the AEMO Specification Pack is an element of the WA gas retail market scheme that must be approved by the ERA under the <i>Energy Coordination Act 1994</i> (WA), the existing wording must remain in place. AEMO has, however, added Origin's suggested wording to the definition for clarity.
				Origin Energy	Noted.	
8	Clause 2	Definition: AEMO Specification Pack AGL is unclear how this suite of documents can have two approving	See AEMO's response to item 7.	Alinta Energy	Support #7 amendment per above. Not sure what AGL is proposing here.	AEMO acknowledges the participant's support for AEMO's position.

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		bodies. Should the documents be prepared by AEMO and approved by the approving body ?		Origin Energy	Noted.	AEMO acknowledges Origin's response.
9	Clause 2	Definition - Affected gas day AGL suggests that this definition may not be completely accurate. AEMO receives a notice of manifest data error for gas day D and is required to issue a notice relating to gas Day D, but the notice may be issued gas Day D+1 etc	Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR conditional that the GRCF is unanimous in its support.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges the participant's support for the proposed change.
10	Clause 2	Definition - allowable period For clarity it is preferable that any periods be clearly specified as calendar or business days	AEMO does not support AGL's proposal. Clause 3 (Interpretation) already notes that a "day" means a calendar day.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.
11	Clause 2	Definition - approving body	AEMO does not support AGL's proposal to delete the note. The	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
		Is the note associated with this definition still needed ?	note adds clarity for those unfamiliar with the WA regulatory framework.	Origin Energy	No comment.	AEMO acknowledges Origin's response.
12	Clause 2	<p>Definition - Business Hours</p> <p>The definition is a bit broad and with the mix of East Coast and West Coast participants it would be preferable to be clear what this means for a procedural perspective.</p>	<p>AEMO does not support AGL's proposal. Clause 6A (Time under these procedures) already notes that a "day" means time (including start of business or close of business) under these procedures, is a reference to the local time or business day, being Western Standard Time (being Greenwich Mean Time plus 8 hours).</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.
13	Clause 2	<p>Definition - Disconnect</p> <p>This definition no longer exists within the other procedures and have been replaced with energise / de-energise.</p>	<p>AEMO does not support AGL's proposal. Retail Market Procedures in the east coast use "energise" and "de-energise" to align with east coast regulatory frameworks, in particular the National Energy Retail Rules. Those frameworks do not</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

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			apply in WA. Further ERA's WA Compendium of Gas Customer Licence Obligations uses the terms "disconnection" and "reconnection", and AEMO's view is that the procedures should align with this document.	Origin Energy	No comment.	AEMO acknowledges Origin's response.
14	Clause 2	Definition - Disconnection notice Align to other procedures, change "notice" to "request"	See AEMO's response to item 13.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.
15	Clause 2	Definition - Disconnection withdrawal notice	See AEMO's response to item 13.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.
16	Clause 2	Definition - discovery address Update definition with NSW definition	AEMO supports AGL's proposal but suggests using the terms "AEMO Specification Pack", which is a defined term, rather than "WA/SA ICD". Noting this change and subject	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

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			to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Origin Energy	If the model reference is SA Retail Market Procedures as per AEMO's feedback in ref #17 below then the definition of "discovery address" should remain as is as it is the same as what is in the current version of the SA Retail Market Procedures.	As part of IN006/17, the definition for "discovery address" in the RMP (SA) has been moved to harmonise with the RMP (NSW/ACT); as such, by the effective date of this consultation IN003/19W, the RMP (WA) will still be most closely aligned to the RMP (SA) if this change is executed. As such, AEMO proposes to proceed with the change as proposed in the pre-consultation.
17	Clause 2	<p>Definition - error correction objection</p> <p>Suggest update the defined term by adding 'notice' in the same way that the other similar terms have 'notice'</p>	It is important to note that harmonising the RMP (WA) with the east coast RMP is not the primary driver of this holistic review of the RMP (WA). Any proposal that is of a "harmonisation" nature must not lead to any process change or	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
			<p>"uplift" beyond the jurisdictional RMP with which the proposal is intending to align.</p> <p>AGL's proposal does not align with the RMP most closely related to it (this being the RMP (SA)), so AEMO does not support this change.</p>	Origin Energy	As per feedback in ref #16	AEMO's response is given in Ref #16.
18	Clause 2	<p>Definition - estimated basic-metered withdrawal</p> <p>Amend definition to be a definition</p>	<p>AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges the participant's support for the proposal.
19	Clause 2	Definition - EUAFG	<p>It is important to note that harmonising the RMP (WA) with the east coast RMP is not the primary driver of this holistic review of the RMP (WA). Any proposal that is of a "harmonisation" nature must not lead to any process change or</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
			<p>"uplift" beyond the jurisdictional RMP with which the proposal is intending to align.</p> <p>AGL's proposal does not align with the RMP most closely related to it (this being the RMP (SA)), so AEMO does not support this change.</p>	Origin Energy	As per feedback in ref #16.	AEMO's response is given in Ref #16.
20	Clause 2	<p>Definition - full business day</p> <p>Suggest this be reviewed with ATCO, noting that its set between start and end of day definitions</p>	<p>Because AGL's feedback has offered no alternate drafting and because no other participant as raised any issues with this definition, AEMO will not take any further action unless the GRCF are unanimous that the current draft is problematic.</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.
21	Clause 2	<p>Definition - GBO ID</p> <p>Seems unnecessary for AEMO to issue a GBO ID to itself</p>	<p>AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.</p>	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin Energy supports AEMO's recommendation to have a legal review of this definition.	AEMO acknowledges the participant's support for AEMO's position.

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22	Clause 2	Definition - historical AEMO standing data	AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support	AEMO's legal team has advised that the original wording is preferable as it ensures that Part 1.3 applies. As such, AEMO will be withdrawing this change.
				Origin Energy	Origin Energy supports AEMO's recommendation to have a legal review of this definition.	
23	Clause 2	Definition - meter	AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin Energy supports this change as this aligns with the SA Retail Market Procedures.	AEMO acknowledges the participant's support for the change.
24	Clause 2	Definition - meter number	AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support Note "meter" in "meter number" definition needs to be in italics as it is itself a defined term.	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin Energy supports this change as this aligns with the SA Retail Market Procedures.	AEMO acknowledges the participant's support for the change.

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25	Clause 2 Clause 17 Clause 362B(8) Chapter 9	"procedure change committee" is to be changed to "gas retail consultative forum" and "procedure change request" is to be changed to "proposed procedure change", as per the GMI for IN007/18W.	AEMO will include this proposal in the PCR conditional that the GRCF is unanimous in its support.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges the participant's support for the change.
26	Clause 2	"Nomination" is meant to be defined in clause 194 but does not actually appear to be.	AEMO will include this proposal in the PCR conditional that the GRCF is unanimous in its support.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges the participant's support for the change.
27	Clause 2	Definition - removal request Improved reading	AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support	AEMO's legal team has advised that the original wording is preferable as it ensures that Part 1.3 applies. As such, AEMO will be withdrawing this change.
				Origin Energy	Origin support including this proposal in the PCR.	
28	Clause 2			Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
		"Renomination" is meant to be defined in clause 194 but does not actually appear to be.	AEMO will include this proposal in the PCR conditional that the GRCF is unanimous in its support.	Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges the participant's support for the change.
29	Clause 2	Definition - street / suburb combination Align to common definition	AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support Current definition is not actually used anywhere.	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	As per feedback in ref #16	AEMO acknowledges the participant's position.
31	Clause 2	Definition - transaction AGL is unsure if the definition is correct. There are service order transactions which do not result in the AEMO Standing data changing, such as a service order.	Because AGL's feedback has offered no alternate drafting and because no other participant has raised any issues with this definition, AEMO will not take any further action unless the GRCF are unanimous that the current draft is problematic	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Current definition aligns with SA Retail Market Procedures.	AEMO acknowledges Origin's response.
32	Clause 2	"unaccounted for gas" is never defined	See AEMO's response to item 32A.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.

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32A	Clause 2	"unaccounted for gas" is never defined	AEMO does not support this additional change. "Third-party damage to pipes" would not itself constitute actual losses, and therefore could not constitute an example of actual losses. As such, subject to AEMO legal review, AEMO will include the original proposal (Ref #30) in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin Energy support AGL's change to include a definition for "unaccounted for gas" as it is currently not defined.	AGL did not propose a definition for "unaccounted for gas"; however, seeing as AEMO proposed a definition of "unaccounted for gas" in Ref #30, AEMO will assume Origin supports the change outlined in Ref #30.
33	Clause 3	This could be amended to show the categories of interpretation per NSW – eg <ul style="list-style-type: none"> • People • Time • Notices etc 	It is important to note that harmonising the RMP (WA) with the east coast RMP is not the primary driver of this holistic review of the RMP (WA). Any proposal that is of a "harmonisation" nature must not lead to any process change or "uplift" beyond the jurisdictional RMP with which the proposal is	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

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			<p>intending to align.</p> <p>AEMO's initial review is that the existing drafting presents no issues; since no other participants have raised this as an issue, AEMO does not support AGL's proposal and will not take any further action unless the GRCF are unanimous that the current draft is problematic.</p>	Origin Energy	As per feedback in ref #16.	AEMO acknowledges Origin's response.
34	Clause 6A	The standard for business hours for WA gas may no longer work with Eastern state businesses.	Because AGL's feedback has offered no alternate drafting and because no other participant has raised any issues with this clause, AEMO will not take any further action unless the GRCF are unanimous that the current draft is problematic.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment	AEMO acknowledges Origin's response.
35	Clause 11	11 Delivery Time for Notices The definition of delivery periods needs amending to account for the time zone differences – see earlier definition change.	See AEMO's response to item 34.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment	AEMO acknowledges Origin's response.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
36	Clause 12	12 Notices The definition of delivery periods needs amending to account for the time zone differences – see earlier definition change.	See AEMO's response to item 34.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment	AEMO acknowledges Origin's response.
37	Clause 17	Clause 17 to be removed	AEMO will include this proposal in the PCR, conditional that the GRCF is unanimous in its support.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Origin Energy support the removal of Clause 17 as the current process to review outstanding issues through an annual prioritisation process is more effective and beneficial for participant.	AEMO acknowledges the participant's support for the change.
38	Clause 55A	TBC subject to consultation on IN006/18W Origin is seeking clarification if	Given that the redrafting of this clause is part of the IN006/18W consultation, to avoid any overlap, any comment on this clause should	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.

Ref # ¹	Clause #	Summary of change	AEMO's position on change	Company	Participant comments on AEMO's position	AEMO's response to participant comments
		IN006/18W is accepted whether this would be updated as part of the Holistic tidy-up of WA RMP.	be directed via the IN006/18W consultation. On this basis, this clause is out of scope for the IN003/19W (WA RMP Holistic review) consultation.	Origin Energy	Noted	AEMO acknowledges Origin's response.
39	Clause 72(4)	TBC subject to consultation on IN006/18W Origin is seeking clarification if IN006/18W is accepted whether this would be updated as part of the Holistic tidy-up of WA RMP.	Given that the redrafting of this clause is part of the IN006/18W consultation, to avoid any overlap, any comment on this clause should be directed via the IN006/18W consultation. On this basis, this clause is out of scope for the IN003/19W (WA RMP Holistic review) consultation.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Noted	AEMO acknowledges Origin's response.
40	Clause 73	ATCO currently provides end-of-month reports regarding MIRN discover requests. AEMO does not action these reports and has no use for them; as such, AEMO proposes to remove from the RMP (WA) the requirement to send these reports.	See AEMO's response to item 41.	Alinta Energy	Support removal of sub-clauses (1)-(3).	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment	AEMO acknowledges Origin's response.

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41	Clause 73		AEMO does not believe that the RMP (WA) obligate AEMO to review MIRN discovery requests; as such, AEMO's proposed change does not alter AEMO's obligations under the RMP. Further, given the annual EIC audit and the fact that AEMO is entitled to inspect EIC records under clause 73(4), AEMO believes that it has adequate capacity to monitor any issues that may emerge.	Alinta Energy	Support retaining sub-clause (4).	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	No comment	AEMO acknowledges Origin's response.
41A	Clause 78	Title could be more explicit. This clause refers to a move in transfer, not just a customer move in. If there is no change of FRO, then there is no market change.	AEMO supports AGL's proposal. Subject to AEMO legal review, AEMO supports this proposal and will include it in the PCR, conditional that the GRCF unanimously supports the proposal.	Alinta Energy	Support title amendment, however definition itself does not need to be amended.	AEMO's legal team has provided advice that this change would not be appropriate. AEMO has therefore withdrawn this change from the consultation.
				Origin Energy	Origin support including this proposal in the PCR.	
42	Clause 78	AGL queries if the requirement for move in should be limited to 'small' customers.	See AEMO's response to item 43.	Alinta Energy	Move in is already limited to small use customers. Not sure what is being proposed here.	AEMO's response is given in Ref #44.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.

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44	Clause 85(2)-(4)	AGL believes that this clause is redundant as the transfer transaction now includes the incoming retailer.	AEMO does not support AGL's proposal. These same provisions exist in the RMP (SA), which have undergone an extensive review with no participant raising any issues about these clauses. Unless AGL can substantiate why these clauses should be deleted, AEMO will not take any further action unless the GRCF are unanimous that the current draft is problematic.	Alinta Energy	Support	Given the comments that Alinta has raised in Ref #42 and #44, AEMO does not believe this change is necessary and will therefore (as per its earlier position) not proceed with this change.
				Origin Energy	No comment.	AEMO acknowledges Origin's response.
46	Clause 138	AEMO currently acts as a "middle man" between ATCO and retailers with respect to determining whether an interval meter should be fitted as at a basic-metered site. AEMO does not believe it adds value by passing messages between ATCO and	See AEMO's response to item 46A.	Alinta Energy	Support Refer to previous comments under #3.	AEMO's response is given under #3.



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		retailers. AEMO therefore proposes that these clauses be amended to enable ATCO and retailers to communicate directly with one another to determine whether a site should be interval-metered rather than going through AEMO.		Origin Energy	No comment.	AEMO acknowledges Origin's response.

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46A	Clause 138	<p>ATCO's process with regards to cl 138 is to provide a singular report to AEMO and await a determination. We acknowledge AEMO and ATCO consequently may exchange information by email before a final determination is made by AEMO.</p> <p>ATCO's view is that the 10TJ determination should be absolute and not subject to ongoing and potentially subjective assessments and reassessments which do not add value.</p> <p>ATCO therefore proposes that rather than change AEMO's role, a sub</p>	<p>ATCO's proposed change from ongoing evaluations to a record of >10 TJ consumption over the previous two years does not require AEMO's involvement, and AEMO therefore maintains its proposal that the RMP (WA) be rewritten such that the network operator and users may communicate directly with one another to effectuate an above 10 TJ determination or a below 10 TJ determination.</p> <p>Regarding the change from the current assessment methodology under Clause 139 to a new methodology based on gas consumption's being greater than or equal to 10 TJ per year for the two previous years, AEMO wishes to</p>	Alinta Energy	<p>Support</p> <p>Refer to previous comments under #3.</p>	AEMO acknowledges the participant's support for AEMO's position.

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		<p>clause is introduced to prescribe the conditions pursuant to which an existing delivery point must have an above 10TJ determination.</p> <p>ATCO proposes the condition should be:</p> <p>"If gas consumption has been 10 TJ (or more) per year for the last 2 consecutive years then an interval meter must be fitted".</p> <p>ATCO's proposal is aimed at further clarity and should help remove the subjectivity associated with the 10 TJ determination</p>	<p>know participants' views on the matter. If the GRCF unanimously supports this change, AEMO will incorporate it into the PCR.</p>	Origin Energy	<p>The primary purpose of this clause is for the meter to accurately measure the gas consumption. If customer is using more than 10TJ then reading may or may not be accurate. Therefore, a review of the previous 12 months seems reasonable. Origin Energy requires additional clarification from ATCO the benefits moving to 2 consecutive years exceeding 10TJ provide.</p>	<p>AEMO will include an item of discussion regarding whether the length of review should cover 12 months or two years in the January GRCF discussion on IN003/19W.</p>
47	Clause 139		See AEMO's response to item 46A.	Alinta Energy	Per above	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	N/A	

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47A	Clause 139	Refer above comments, there should be no change needed under ATCO's proposal	See AEMO's response to item 46A.	Alinta Energy	Per above	AEMO acknowledges the participant's support for AEMO's position.
48	Clause 140		See AEMO's response to item 46A.	Alinta Energy	Per above	AEMO acknowledges the participant's support for AEMO's position.
48A	Clause 140		See AEMO's response to item 46A.	Alinta Energy	Per above	AEMO acknowledges the participant's support for AEMO's position.
49	Clause 166(A)(3)	TBC subject to consultation on IN006/18W Origin is seeking clarification if IN006/18W is accepted whether this would be updated as part of the Holistic tidy-up of WA RMP.	Given that the redrafting of this clause is part of the IN006/18W consultation, to avoid any overlap, any comment on this clause should be directed via the IN006/18W consultation. On this basis, this clause is out of scope for the IN003/19W (WA RMP Holistic review) consultation.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.
				Origin Energy	Noted	AEMO acknowledges Origin's response.
50	Clause 336S	Clause 336 does not contain all the clauses under which the compliance panel could receive notice of a referral (i.e. a referral could be	AEMO will include this proposal in the PCR, conditional that the GRCF is unanimous in its support.	Alinta Energy	Support	AEMO acknowledges the participant's support for AEMO's position.



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		issued under clause 329(1)(b)(ii), and they would only actually receive the notice in clause 331 under clause 331(2), not 331(1)).		Origin Energy	Origin support including this proposal in the PCR.	AEMO acknowledges Origin's support for the change.