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Dear Ian

### **Cross-Submission on the GIC's Preliminary Assessment of the Gas Transmission Access Code**

This is Vector Limited's (Vector) cross-submission on the Gas Industry Company's (GIC) preliminary assessment of First Gas' proposed Gas Transmission Access Code (GTAC).

This cross-submission provides feedback on the issues raised by submitters, and which the GIC sought further information on for its final assessment of the GTAC. A list of these issues was released for cross-submissions on 29 March 2018.

As the period for the GIC's assessment of the GTAC comes to a close, we reiterate our commitment to a non-regulated access arrangement for gas transmission services.

We also reiterate our agreement with the GIC's preliminary assessment that the GTAC is "not materially better" than the existing code arrangements. We would strongly support the GIC re-confirming this view in its final assessment of the GTAC.

We look forward to further discussions with First Gas and other industry participants to resolve the issues that are the subject of this cross-submission process, and to a final GTAC that is more efficient, fairer, and more widely accepted by stakeholders than is currently the case.

We set out below our responses to the GIC's questions using the template provided for this consultation.

No part of this cross-submission is confidential. Vector's contact person for this consultation is:

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Your sincerely  
For and on behalf of Vector Limited



**Richard Sharp**  
Head of Regulatory and Pricing

## Cross-Submission: Preliminary Assessment of the GTAC

Prepared by: **Vector**

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<b>SUPPLEMENTARY QUESTIONS</b>	
SQ1:	If there are matters raised in submissions you would like to comment on, that are not addressed in the questions below, please provide your views here.
	<p><b>Vector’s view:</b></p> <p>Vector appreciates the GIC issuing a memo which considers the drafting changes proposed by submitters that were not covered in its preliminary assessment of the GTAC.</p> <p>Whilst Vector accepts most of the GIC’s comments in the memo, there are two areas which we consider the GIC’s assessment to be insufficient. The first relates to the Running Mismatch Tolerance. Suppose we assume that the daily nominated capacity (DNC) referred to in the tolerance relates to standard DNC and DNC available under Supplementary Agreements and Interruptible Agreements (although this seems to be in contradiction with clause 7.4 (g) where it contrasts “Supplementary Capacity” with DNC). This would still not resolve the issue of the following not being provided with a tolerance, which is allocated more fairly under existing code arrangements:</p> <ul style="list-style-type: none"><li>• Shippers with Existing Supplementary Agreements and Existing Interruptible Agreements; and</li><li>• Where Gas is delivered from Receipt Points without an operational balancing agreement (OBA).</li></ul> <p>On the other hand, there are Shippers who take delivery of Gas from a Receipt Point with an OBA and deliver to a Delivery Point with an OBA being provided with a tolerance where no mismatch is created by the transaction.</p> <p>This circumstance is not covered in the GIC’s preliminary assessment of the GTAC. We see this as materially worse than the current provisions under the Maui Pipeline Operating Code (MPOC) and Vector Transmission Code (VTC). Under the MPOC there is a consistent approach to the allocation of tolerances across all Welded Points, and under the VTC the tolerance at the Interconnected Welded Points is allocated to all parties (including First Gas) in a fair and equitable manner.</p> <p>The second issue relates to the notion of an Interconnected Party “rejecting” a nominated quantity. The reason for Vector’s proposal to add “reject” to the clauses is to align them with the MPOC where an Interconnected Party approves, <u>rejects</u>, or curtails a Shipper’s nomination.</p> <p>For example, where a Shipper’s current Approved NQ is 10 and the Shipper increases its NQ to 12, an Interconnected Party needs the ability to:</p> <ul style="list-style-type: none"><li>• Approve the NQ at 12;</li><li>• Reject the change in NQ, which means it returns to 10; or</li></ul>

	<ul style="list-style-type: none"> <li>• Curtail the NQ as it is unable to deliver previous Approved NQ, so an NQ less than 10 is approved.</li> </ul> <p>The other scenario is where a Shipper’s current Approved NQ is 10 and the Shipper decreases its NQ to 8, an Interconnected Party needs the ability to:</p> <ul style="list-style-type: none"> <li>• Approve the NQ at 8;</li> <li>• Reject the change in NQ, which means it returns to 10; or</li> <li>• Curtail the NQ as it is unable to deliver previous Approved NQ, so an NQ less than 8 is approved.</li> </ul> <p>If the Interconnected Party does not have this ability, then this will impact existing upstream contracts, which would be worse than arrangements under the MPOC.</p>
SQ2:	<p>Methanex Q3, p6: “We disagree that peaky usage should be discouraged only in connection with congestion... the unpredictability of gas throughput and limited line pack capacity... [are why] peaking limits (which apply universally) are imposed to govern behaviour on the Maui Pipeline under MPOC, even though congestion is not a factor. It is also the reason why Methanex is particularly concerned regarding the approach taken in the GTAC of making line pack freely available to users which is also applied in an inconsistent and discriminatory manner.”</p> <p><i>Do you think peaky usage should be discouraged, even when capacity is not scarce, and why?</i></p>
	<p><b>Vector’s view:</b></p> <p>Vector disagrees with Methanex that peaky usage should be discouraged in all conditions, i.e. irrespective of whether pipeline capacity is scarce or not.</p> <p>Peaking charges under the MPOC have a number of pre-conditions before they are charged to parties. This includes the pre-condition that Line Pack falls below the Low Line Pack Threshold on that Day, i.e. there needs to be an actual issue before parties need to limit ‘peaking’. Where pipeline capacity is not constrained, it does not make sense to penalise peaking, i.e. parties incurring costs without any net benefit to the market. We note that this penalty is likely to be incurred by only a small number of End-users.</p> <p>If First Gas, however, sees peaky daily profile using more capacity than a flatter daily profile, then it should provide a capacity product that provides the appropriate solution/service rather than penalise parties via an Hourly Overrun Charge.</p>
SQ3:	<p>Vector Q3: “The determination of whether a Delivery Point will be congested is normally made by First Gas by 30 June each year. We would be surprised if a Delivery Point will potentially or actually be congested every day of the year. We therefore question whether applying a 10 times incentive fee on days when there is a very low likelihood of congestion is efficient.”</p> <p><i>For what reason(s) would an F factor of 10 (GTAC s11.4) be appropriate at times when a Congested DP is not congested?</i></p>

	<p><b>Vector's view:</b></p> <p>As stated in Vector's submission on the GIC's preliminary assessment of the GTAC, First Gas needs to determine the period over which it reasonably expects a Delivery Point to become congested. The 10 times penalty should only apply during periods of congestion and at Delivery Points where congestion is reasonably anticipated by First Gas.</p>
SQ4:	<p>Todd Q3: "Most of the 'Benefits of diversity' can be achieved with fewer than ten consumers of similar size. That is hardly a number that should 'hinder competition'."</p> <p><i>Regarding the proposed product or pricing design, do you consider that the benefits of diversity would mostly be achieved by shippers who have 10 or more customers? If not, what level of customers would be sufficient to yield the benefits of diversity?</i></p>
	<p><b>Vector's view:</b></p> <p>Vector agrees that having 10 similarly-sized customers would achieve some diversity. However, we believe that different behaviours of customers in their use of gas is a better manifestation of diversity. A case in point: it would be Vector's expectation that 10 mass market customers would not have diversity of behaviour, but 10 SME customers may exhibit diversity if they operated in different industries.</p>
SQ5:	<p>Shell Q5: "We consider that the removal of the ability to operate Displaced Gas Nominations (as defined in MPOC) has negative implications for gas trading, and this should be factored into the GIC's assessment."</p> <p><i>Given the GTAC does not have point-to-point nominations, do you consider that the absence of displaced gas nominations would bring any disadvantages such as adverse effects on gas trading, and why?</i></p>
	<p><b>Vector's view:</b></p> <p>Vector has no strong view on Displaced Gas Nominations. However, we do wonder whether the Interconnected Party could purchase gas on the market to counter the mismatch created from accepting nominations greater than the flow at the Receipt Point.</p>
SQ6:	<p>First Gas Q6: "We also agree that uncertainties raised over tolerances are balanced out by the obligation on First Gas to act impartially."</p> <p><i>Do you think that the GTAC s2.6 obligation on First Gas to deal with Shippers impartially mitigates concerns around how tolerances would be set under s8.5(b)?</i></p>
	<p><b>Vector's view:</b></p> <p>As indicated in Vector's previous submission, and presentation at the GTAC workshop on 27 March 2018, we believe that detailed discussions are required</p>

	<p>between First Gas and other parties to ensure that the setting of tolerances will not result in unintended consequences.</p> <p>We are confident that First Gas intends to “act impartially”, but without review and input from parties other than First Gas, we are concerned that inefficient solutions could be implemented. It would be difficult to correct inefficient solutions (which could affect the positions of the ‘winners and losers’ created by inefficiencies) once they are put in place.</p>
<p>SQ7:</p>	<p>Methanex Q6: “In general terms, we don’t believe that GIC has sufficiently assessed changes made in the GTAC regarding physical balancing arrangements, particularly in regard to the implications of FGL relaxing its obligations in regard to managing pipeline pressure and line pack (section 8.5/8.6 in particular), and its diminished responsibilities to pro-actively undertake balancing actions when the pipeline approaches the acceptable limits (including through operation of Section 8.6).”</p> <p><i>Do you consider that the GTAC would relax the obligations on First Gas to manage pipeline pressure and, if so, is that detrimental?</i></p>
	<p><b>Vector’s view:</b></p> <p>Whilst Vector understands parties’ concerns relating to the Taranaki Target Pressure (TTP), we feel unable to comment on the impact of the proposed TTP-related changes under the GTAC. However, we support the fundamental changes in physical balancing arrangements under the GTAC.</p> <p>Parties who use the pipeline should be incentivised to act to manage their mismatch position, with First Gas only assuming obligations of last resort. We see this type of arrangement as an improvement on current arrangements where parties who use the pipeline rely primarily on First Gas to provide the flexibility they require.</p>
<p>SQ8:</p>	<p>Shell Q6: “The burden of proof should not be on submitters to prove that the ERM mechanism is worse, it should be on the GTAC proposer to demonstrate that it is better than the current system of daily balancing, and in accord with good gas practice that has been proven elsewhere.”</p> <p><i>Overall, do you consider that the ERM mechanism, coupled with back-to-back balancing, is likely to improve on, or be worse than, the current balancing arrangements (MBB, coupled with the Balancing and Peaking Pools)?</i></p>
	<p><b>Vector’s view:</b></p> <p>Vector supports the GIC’s analysis that the GTAC should result in a reduction in the overall balancing cost to parties. However, we note that this cost reduction is countered by the requirement to efficiently and effectively set tolerances and fees.</p>

SQ9:	<p>Trustpower Q6, 8.11.3: "... the proposal will provide sustained upward pressure onto market prices by incentivising market offers to be \$0.60/GJ ABOVE the last trade, while bids will only be \$0.20/GJ BELOW the last trade."</p> <p><i>Do you consider that the ERM fees will distort the market price of gas compared with the status quo?</i></p>
	<p><b>Vector's view:</b></p> <p>Vector believes that the current ERM Fees will distort the market price of gas relative to the status quo for reasons discussed in our previous submission.</p>
SQ10:	<p>First Gas Q7: "We agree that the single balancing regime across the system will have significant benefits in terms of efficiency. We also agree that uncertainties raised over tolerances are balanced out by the obligation on First Gas to act impartially."</p> <p><i>Do you consider that the requirements for First Gas to be impartial (eg GTAC s2.6 and 2.7) should dispel concerns about the uncertainties of how ERM tolerances will be allocated?</i></p>
	<p><b>Vector's view:</b></p> <p>See our response to SQ6.</p>
SQ11:	<p>Greymouth Q14, item 2: "We consider that a change in transmission products and access terms should require a reassessment of the basis and terms on which non-standard pricing terms are offered to end-users – policies that may have been appropriate under current codes may no longer be fit for purpose under the new arrangements."</p> <p><i>Do you agree with Greymouth, that the Supplementary Agreements should be reassessed in light of any change from the current access arrangements to new access arrangements?</i></p>
	<p><b>Vector's view:</b></p> <p>A number of parties have Existing Supplementary Agreements which cover the provision of transmission services that will outlive the VTC. It is our view that these Supplementary Agreements must be honoured. We note that the Legacy Gas agreements following the implementation of the MPOC were honoured until their expiry.</p> <p>The Existing Supplementary Agreements should similarly be honoured until their termination dates as parties would have made commercial decisions based on those agreements.</p>
SQ12	<p>Methanex Q14, p3: "Lack of transparency due to the non-disclosure of those agreements [SAs] has made it impossible to determine the level of impact they</p>

	<p>have on the rights of MPOC users during the GTAC consultation process. The lack of transparency is then carried forward under GTAC, as those agreements are not subject to any disclosure requirements under GTAC. GIC comments that GTAC is an improvement over existing codes by reducing information asymmetries and in so doing reducing barriers to competition. We contend that in this respect there is a substantial reduction in the level of transparency that is currently enjoyed by MPOC users.”</p> <p><i>Do you consider that the confidential nature of non-standard pricing and other terms of existing SAs would raise more concerns under the GTAC regime than under the current access arrangements?</i></p>
	<p><b>Vector’s view:</b></p> <p>Whilst we would prefer all Supplementary Agreements to be non-confidential, we recognise that some of the Existing Supplementary Agreements have confidentiality clauses that need to be honoured unless the signatories agree otherwise.</p>
<p>SQ13:</p>	<p>Shell Q18: “No party considering entering into gas transmission or interconnection arrangements should be expected sign an agreement which states there are circumstances where the party can be “deemed not to have acted as a Reasonable and Prudent Operator”. Such a determination should be determined by the facts. Any necessity for such a “deeming” is indicative of a flawed design in the liability provisions.”</p> <p><i>Do you consider that the proposed provisions deeming a party not to be an RPO are significantly worse than provided for in the current codes?</i></p>
	<p><b>Vector’s view:</b></p> <p>Yes, we agree with Shell’s view that it is unacceptable to deem a party not to be a reasonable and prudent operator (RPO). Such a decision should only be made based on the actions of that party.</p> <p>Perhaps this concept requires further analysis. For example, Section 17.21 of the MPOC states that any breach of the gas quality provisions by a direct injecting party shall constitute a failure to act as an RPO. The idea that certain actions will be automatically considered as falling below the RPO standard is already recognised under the current codes. However, our view is that under the GTAC, First Gas is seeking to unfairly widen the application of this idea.</p>
<p>SQ14:</p>	<p>There are some strongly contrasting views on whether the nominations workload would significantly increase the administrative burden for stakeholders. For example, Greymouth Q2: “We consider the potential impact on end-users of punitive fees for incorrect nominations has been underestimated. The workload on those end-users whose shipper agreements delegate nomination obligations to them will increase significantly.” And, in contrast, Genesis Q15: “We agree that once the upfront capital cost of the systems upgrade is paid for, the ongoing staffing costs associated with nominations should not be material.”</p>

	<p><i>Do you consider that the proposed nomination arrangements would significantly increase or decrease the administrative burden for stakeholders?</i></p>
	<p><b>Vector's view:</b></p> <p>As stated in Vector's submission on the GIC's preliminary assessment of the GTAC, we do not anticipate any significant increase in workload from daily DNC nominations. In fact, we expect a decrease in workload once the new processes are 'bedded in'.</p>
<p>SQ15:</p>	<p>There are some strongly contrasting views on whether the proposed balancing arrangements would increase or decrease spot market activity. For example, Shell Q6: "There is no basis for the GIC's assertion that the GTAC proposal for balancing has the "potential for increased activity in the spot market". With the reduced incentive for shippers to balance, the GTAC proposal will likely reduce the activity on the spot market." And, in contrast, Todd Q6: "Todd agrees with the discussion of the various aspects of the GTAC balancing arrangements. In terms of the assessment, it agrees that the tolerance terms could be improved, but believes the overall efficiency gain is in fact a very material improvement on current arrangements. The likely incentive for greater trading on the emsTradepoint gas market is one aspect of that improvement."</p> <p><i>Do you consider that the proposed balancing arrangements would likely increase or decrease the spot market trading your business might engage in?</i></p>
	<p><b>Vector's view:</b></p> <p>Vector has consistently and fully supported the operation of the spot market, and the above changes are unlikely to have a significant impact on the amount of trading we intend to undertake.</p> <p>We do not see any reason why trading should increase or decrease in the absence of any change in injection or offtake behaviour. A reduction in BG Call and BG Put transactions by First Gas should be offset by increased Shipper transactions to settle imbalances, i.e. no more imbalance is created, with the responsibility just being shifted from one party to another.</p>
<p>SQ16:</p>	<p>There are some strongly contrasting views on whether the proposed requirements for parties to demonstrate the need for a Supplementary Agreement (SA) would likely result in more or less SAs. For example, First Gas Q14: "The assessment seems to miss the importance of requiring parties to demonstrate the need for an SA." And, in contrast, Genesis Q14: "We note that supplementary agreements may be more necessary than the GIC realises in its assessment. For example, Genesis may need to 'contract out' of the GTAC's hourly overrun charge regime to maximise gas throughput at Huntly."</p> <p><i>Do you think SAs are likely to become more prevalent under the proposed GTAC arrangements? For what reason(s)?</i></p>

	<p><b>Vector’s view:</b></p> <p>Shippers and End-users have to demonstrate why a Supplementary Agreement is justified, for example, to avoid a competing fuel that replaces gas. However, that does not mean that there might not be an increase in the number of Supplementary Agreements as parties on the Maui Pipeline will now have access to this option.</p> <p>For Vector, it is not important whether there are more or fewer Supplementary Agreements than is currently the case, as long as parties are treated in a consistent manner and the results are transparent.</p>
SQ17:	<p>There are some strongly contrasting views on whether the proposal would bring more excursions from the Target Taranaki Pressure (TTP). For example, First Gas Q19: “The GTAC drafting better reflects reality. As system operator, we endeavour to keep TTP within the range, but there are factors outside of our control that cause divergence. This therefore appears to be more an issue of contractual wording, rather than requiring any change in behaviour from First Gas as system operator.” And, in contrast, Methanex Q19, p20: “In regard to there being frequent (but brief) excursions, we consider that the obligation to maintain pressure between 42-48 bar in MPOC does not infer strict observance but it does place an obligation on FGL to act in order to return pipeline pressure to the mandated range. This contrasts with the much weaker reasonable endeavours obligation in GTAC, which is further weakened by the TTP also being subject to the level of “aggregate ERM”, which is at best an ambiguous modifier.”</p> <p><i>Do you think the proposed arrangements put weaker incentives on First Gas to maintain the TTP, that could lead to more relaxed management and increased costs to interconnected parties?</i></p>
	<p><b>Vector’s view:</b></p> <p>No comment.</p>
SQ18:	<p>There are some strongly contrasting views in relation to gas quality. For example, Methanex Q9, p11: “We believe GIC is misrepresenting “passive” wording in GTAC for what is, a substantive reduction in FGL’s obligations to protect its customers from the prospect of receiving non-specification gas. In particular, we dispute that the provisions of [GTAC] Sections 12.8 and 12.11 are passive in absolving FGL of responsibilities and liabilities.” In item 40, p11, of its submission Methanex lists a number of instances where it considers the GTAC gas quality assurances are significantly less than those of the MPOC. This contrasts with the views of other submitters – eg Contact, Greymouth, MGUG and Todd – who agreed with the Preliminary Assessment that there would be “no noticeable change” in relation to gas quality.</p> <p><i>Do you consider that the Methanex is correct to say that the proposed arrangements would bring a substantive reduction in First Gas’ obligations to protect its customers for non-specification gas?</i></p>

	<p><b>Vector’s view:</b></p> <p>We believe there may be some confusion between submitters making points on gas quality itself, and liability for non-specification gas.</p> <p>Our view is that Methanex is making similar points to those made in our submission on liabilities. In particular, we agree that Section 12.11 of the GTAC is a substantive reduction in First Gas’ obligations to protect its customers from non-specification gas.</p> <p>In addition, we consider this discussion on liabilities to be a good opportunity to progress the outstanding gas quality issues being faced by the industry.</p>
<p>SQ19:</p>	<p>There are some strongly contrasting views on whether, if the Overrun (OR) and Underrun (UR) fees are balanced, the proposed level of OR/UR fees would still be a concern. For example, Todd Q16, p8: “As noted above, the formula applied in the GTAC is incorrect. Once corrected, and the value of F is no greater than 2, then these charges are much less (and probably one third less) than the levels projected by GIC because there would be no underrun fees applying. Many of the concerns about GTAC pricing would therefore fall away under this correction.” And, in contrast, Genesis Q16: “We are concerned the daily over and underrun charges will increase costs to serve the mass market, which will be exasperated by lower incentive pool rebates. This does not reflect the flexibility the transmission system has been designed to afford.”</p> <p><i>Do you consider that, if the OR and UR fees are balanced, the proposed level of OR/UR fees would still be a concern and, if so, why?</i></p>
	<p><b>Vector’s view:</b></p> <p>With the proposed adjustment, Vector believes that the OR and UR Fees are balanced and their level should not be a concern.</p>
<p>SQ20:</p>	<p>There are some strongly contrasting views in relation to Priority Rights. For example, Trustpower 7.1.14, p7: “We are pleased GIC and other submitters recognise our concerns that: a) the PR auctions may not result in an efficient allocation of risk because if mass market shippers are unable to secure PRs in either the primary or secondary markets they have no effective means of reducing their demand. b) it is also not fair that retailers may not be able to buy affordable PRs and so could become caught in a squeeze between their customers and the competing priorities of the network owner and/or other access seekers.” And, in contrast, First Gas s4.2, p29: “While we acknowledge that mass market shippers cannot control their customers’ demand, we do not believe that PRs are any more onerous than the existing codes. If a mass market shipper does not hold sufficient reserved capacity under the VTC then it will face overrun charges and potential liabilities to other parties for loss if gas cannot be delivered to everyone. If a mass market shipper does not hold PRs under the GTAC then it will face overrun charges and potential liabilities to other parties for loss if gas cannot be delivered to everyone. The key difference under the GTAC is in how the price of scarce capacity is set –with the PR price being set via an auction.”</p>

	<p><i>Do you consider that the Preliminary Assessment gives undue weight to concerns that, if mass-market shippers may be unable to secure PRs, they have no effective means of reducing their demand?</i></p>
	<p><b>Vector's view:</b></p> <p>Vector believes there is a need for more detailed discussions on dealing with mass market customers and Priority Rights.</p> <p>We believe that a solution exists that guarantees Priority Rights for mass market and critical services with the price for those Priority Rights set by auction. Such a solution could take into account the cost of capacity during congestion, but recognise that mass market and critical service users do not have the ability to reduce their gas take.</p>
<p>SQ21:</p>	<p>There are some strongly contrasting views on whether the level of First Gas discretion is always appropriate. For example, Methanex Q22, p21: "We strongly disagree that FGL discretion is appropriate or fair in regard to providing tailored Specific HDQ/DDQ allowances and we are generally concerned that GIC has not considered this as an area which, on efficiency and fairness grounds, is materially worse than the status quo. Further, we consider the rationale set out in GTAC of 'striking a balance', at FGL's discretion, between the proper operation of the pipeline system against the commercial requirements of particular end users to be entirely inappropriate." And, in contrast, First Gas Q22, p45: "We agree with the analysis of First Gas discretion. We believe that the areas of discretion identified strike the right balance for a transmission system operator."</p> <p><i>How have submitter views on First Gas discretion altered your opinion?</i></p>
	<p><b>Vector's view:</b></p> <p>First Gas' submission has not altered Vector's view on the level of First Gas' discretion. We particularly consider the imposition of the Hourly Overrun Charge on only a very few End-users to be unfair.</p> <p>We believe it is likely that only two End-users may incur this charge. We therefore recommend that First Gas remove this charge from the GTAC.</p>
<p>Q22:</p>	<p>There are some strongly contrasting views on whether the proposed arrangements will provide more transparency. For example, Shell Q23, p11: "In terms of the commitment to publish information, we agree that the GTAC is not as open as MPOC, to the extent that we consider that the GTAC is materially worse than MPOC. In contrast to MPOC, GTAC does not commit to publish in real time: •The then-prevailing hourly Scheduled Quantity (SQ) established for each receipt or delivery point (or delivery zone in GTAC); •The metering quantity for each hour at each receipt point or delivery point (or the aggregate delivery quantity in each delivery zone in GTAC); •The imbalance between scheduled and actual flow at each major receipt or delivery point." And, in contrast, First Gas Q23, p45: "We believe that the publication of interconnection agreements is significantly more transparent than the current VTC. Publication of running mismatch positions is</p>

	<p>more transparent than either current Code. Moreover, changes suggested to publish reasons for SAs will further increase transparency.”</p> <p><i>In light of the submissions, how do you consider the proposed arrangements compare in relation to transparency to the current arrangements?</i></p>
	<p><b>Vector’s view:</b></p> <p>Vector agrees that the GTAC appears to be less transparent than the MPOC in relation to the publication of hourly SCADA data and Scheduled Quantities. However, we consider this to be a drafting matter rather than a result of an intention to reduce transparency.</p>