

AMENDED AND RESTATED, AND FURTHER AMENDED AND RESTATED, SUBMISSION OF PARTICULARS OF A CLAIM DATED 18 AUGUST 2009 PURSUANT TO PARAGRAPH (a) OF CLAUSE 3.14.6 OF THE NATIONAL ELECTRICITY RULES

1 Preliminary

1.1 Interpretation

In this Submission:

Administered Price Cap is the administered price cap that applied during the Relevant Administered Price Period as specified in paragraph 4.3(c) of this Submission.

AEMC is the Australian Energy Market Commission.

AEMO is the Australian Energy Market Operator (formerly NEMMCO).

Claim is the claim by the Claimant as set out in this Submission.

Claimant is Synergen Power Pty Ltd (ABN 66 092 560 819).

Compensation Guidelines are the guidelines titled "The determination of compensation following the Application of the Administered Price Cap, Market Price Cap, Market Floor price or Administered Floor Price" issued by the AEMC on 30 June 2009.

Generating Units are the generating units of the Claimant as identified and described in paragraph 3.2 of this Submission.

NEM is the National Electricity Market.

NEMMCO is the National Electricity Market Management Company Limited (now AEMO).

Panel is the Panel established for the purposes of the Claim and this Submission pursuant to clause 3.14.6(d) of the Rules.

Relevant Administered Price Period is the administered price period specified in paragraphs 4.2 and 4.3 of this Submission.

Relevant Event is the occurrence or event specified and described in section 4 of this Submission.

Relevant Trading Intervals are all the trading intervals from the commencement to the end of the Relevant Administered Price Period in respect of which the Claim is made as specified in clause 3.3 of this submission.

Rules are the National Electricity Rules (Version 30).

Total Claimable Amount is the amount set out in section 5 of this Submission.

1.2 Introduction

The Claimant gave notice of its intention to make a claim under paragraph (a) of clause 3.14.6 of the Rules within 5 business days of the notification by NEMMCO that the Relevant Administered Price Period had ended, in accordance with clause 3.14.6(b) of the Rules. That notice was given by the Claimant to each of NEMMCO and the AEMC on 13 February 2009.

Section 7 of the Guidelines states that a claimant's intent to claim compensation becomes a claim for compensation once the claimant has provided the information necessary to enable its claim to be assessed to the AEMC and the Panel. This Submission represents the Claimant's claim for compensation in respect of the Claim.

Pursuant to section 10 of the Guidelines, section 5 of this Submission provides a calculation of the Total Claimable Amount in respect of the Claim for the Relevant Trading Intervals.

1.3 Acknowledgments

As required by the Guidelines, and subject to paragraph 1.4 of this Submission, in making the Claim, the Claimant acknowledges that the AEMC is able to provide all information given to it by the Claimant to the Panel and such consultants as the AEMC considers appropriate for the purposes of determining the compensation payable to the Claimant in respect of the Claim.

1.4 Confidential Information

The information identified in the Schedule to this Submission is information the Claimant considers to be confidential for the reason that it is commercially sensitive information, the publication of which would be detrimental to the Claimant.

In accordance with section 4 of the Guidelines, the Claimant acknowledges that if the AEMC:

- (a) decides that it does not consider the whole or any part of the information provided in Schedule 1 to this Submission to be confidential; or
- (b) intends to publish the Claim, or any part of the Claim that includes any of that information,

the AEMC will first notify the Claimant of its decision or intention and give the Claimant a reasonable opportunity to withdraw the Claim or any other document that contains such information (in whole or in part).

1.5 Appropriate Authority

All information submitted in support of the Claim is submitted by the Claimant with the authority of Stephen Orr, Director of the Claimant.

2 Clause 3.14.6 of the Rules

2.1 The objectives of clause 3.14.6

Clause 3.14.6 of the Rules must be read in accordance with the objectives for the payment of compensation as set out in that clause and the Guidelines. Clearly, the principal objectives in the case of scheduled generators during an administered price period are to maintain the incentive for scheduled generators to supply energy and other

services during an administered price period (as a short term objective) and to invest in plant that provides services during peak periods (as a longer term objective). If there is no incentive to satisfy the short term objective, it must follow that there will be no, or insufficient, incentive to satisfy the longer term objective.

More specifically, clause 3.14.6(a) of the Rules, in order to be consistent with those principal short term and longer term objectives, must apply to any event or circumstance within an administered price period or market suspension that causes a generating unit to be dispatched at a spot price lower than the price that the dispatched generating unit would have achieved, but for:

- (a) that administered price period or market suspension; or
- (b) the conduct of the relevant market participant in the operation of a generating unit (in particular the variation of dispatch offers) that is undertaken in the delivery or pursuit of the objectives under clause 3.14.6 of the Rules and the Guidelines.

2.2 The construction of clause 3.14.6(a)

Clause 3.14.6(a) of the Rules should be read so that the reference to a “dispatch offer” in respect of a generating unit for a trading interval is a reference to the **original** dispatch offer for that trading interval prior to any variation of available capacity within price bands made in accordance with clause 3.8.22 and 3.8.22A of the Rules.

This construction of clause 3.14.6(a) of the Rules means that a scheduled generator may claim compensation under clause 3.14.6 in respect of generating units if, due to the application of an administered price cap during an administered price period, the resultant spot price payable in any trading interval:

- (a) in the case of a dispatch offer that has not been varied in accordance with clause 3.8.22 of the Rules by reason of the administered price period, is less than the price specified in that dispatch offer for that trading interval; or
- (b) in the case of a dispatch offer that is varied in accordance with clause 3.8.22 of the Rules by reason of the administered price period, is less than the price specified in the **original** dispatch offer (i.e. prior to such a variation) for that trading interval.

2.3 Application to the Claimant

In the case of the Claimant, it is clear that the Claimant varied its original dispatch offers for certain of the trading intervals within the Relevant Administered Price Period in accordance with, and in the furtherance of, the principal objectives as stated in clause 3.14.6(c)(1)(ii) of the Rules and the Guidelines and that, but for the occurrence of the Relevant Administered Price Period, the Claimant would not have varied its original dispatch offers (which were set at VoLL or near VoLL levels at all times other than on 29 January 2009).

It would be the right of a scheduled generator under clause 3.14.6(a) of the Rules to maintain its original dispatch offer for a trading interval during an administered price period, without making any variation in accordance with the Rules, and then to claim compensation under clause 3.14.6(a) in accordance with the Guidelines.

In the case of the Claimant, such an approach would have meant that the dispatch offers in respect of the Generating Units would not have been varied and the resultant spot price in the trading intervals during the Relevant Administered Price Period would have been less than those dispatch offers for that trading interval.

In addition, if the Claimant were to have adopted such an approach of inaction, the consequences discussed in paragraph 4.4 (including the consequence of significantly increased direct costs) would have followed. Under clause 3.14.6 of the Rules and the Guidelines, those increased direct costs would form the basis of a claim for compensation and would be recoverable.

In varying the dispatch offers in respect of the Generating Units by re-offering available capacity into lower price bands, the Claimant has acted in accordance with the objectives of clause 3.14.6 of the Rules and the Guidelines and has satisfied the requirements of clause 3.14.6(a) of the Rules and the Claim represents reasonable and responsible direct costs incurred by the Claimant in continuing to supply energy during the Relevant Administered Price Period.

3 Claimant Particulars

3.1 Claimant eligible to claim compensation

The Claimant, is a Scheduled Generator within the meaning of that expression under clause 2.2.2 of the Rules. The Claimant is eligible to claim compensation in connection with the Relevant Administered Price Period, pursuant to clause 3.14.6(a) of the Rules, in respect of the Generating Units listed at paragraph 32.2 of this Submission.

3.2 Generating Units

The Claimant operates the following Generating Units which were dispatched during the Relevant Trading Intervals in respect of the Relevant Event to which the Claim relates:

- (a) Port Lincoln Gas Turbine 2 x 25 MW Units (DUID POR01)
- (b) Snuggery Power Station 3 x 21 MW Units (DUID SNUG1)

3.3 Relevant Trading intervals

The Claim relates to the generation output of the Generating Units dispatched for market purposes arising from the Relevant Event during the Relevant Administered Price Period.

The Claim applies to each trading interval during the Relevant Administered Price Period in respect of which the Generating Units were dispatched. For the purposes of this submission, each such trading interval is referred to as a Relevant Trading Interval. The Claim represents the aggregate amount of compensation claimed by the Claimant in respect of all Relevant Trading Intervals arising from the Relevant Event in which a specified Generating Unit was dispatched in accordance with the Rules.

The Relevant Trading Intervals comprise:

- (a) each trading interval during the Relevant Administered Price Period in which the spot price was less than the price specified in the dispatch offers for the Generating Units for that trading interval; and
- (b) each other trading interval during the Relevant Administered Price Period in respect of which:
 - (i) the original dispatch offer for a Generating Unit was greater than the resultant spot price payable to dispatched generating units in that trading interval; and

- (ii) the Claimant varied that dispatch offer by re-offering available capacity into lower price bands to avoid multiple cycling (stop/start) of the Generating Unit in order to meet the objectives as stated in clause 3.14.6(c)(1)(ii) of the Rules and the Guidelines.

3.4 Exclusion from the Claim

For the avoidance of doubt, the Claim does not incorporate or relate to any plant output produced from the Snuggery Power Station as a result of testing requirements during the trading intervals 09:30 to 10:30 hours on 5 February 2009.

4 Relevant Event to which the Claim relates

4.1 Relevant Event

The Claimant seeks compensation from NEMMCO under clause 3.14.6 of the Rules as a result of the application of the Administered Price Cap by NEMMCO during the Relevant Administered Price Period.

4.2 Period of the Relevant Event

The period to which the Claim relates is the Administered Price Period between the trading interval commencing on 15:30 hours on 29 January 2009 and the trading interval that ceased at 04:00 hours on 7 February 2009.

4.3 Circumstances of the Relevant Event to which the Claim relates

(a) Commencement of the Relevant Administered Price Period

By NEMMCO Market Notice 24605.0 issued on 29 January 2009 at 4:00:38 pm, NEMMCO:

- (i) stated that the sum of the spot prices for the immediately preceding 336 trading intervals in the South Australian region had exceeded the cumulative price threshold of \$150,000; and
- (ii) determined that the Relevant Administered Price Period applied from the 15:30 hours trading interval on 29 January 2009 in the South Australian Region.

(b) Cessation of the Relevant Administered Price Period

By NEMMCO Market Notice 24884.0 issued on 7 February 2009 at 4:47:17 am, NEMMCO:

- (i) stated that the sum of the spot prices for the immediately preceding 336 trading intervals in the South Australian region had fallen below the cumulative price threshold of \$150,000; and
- (ii) determined that the Relevant Administered Price Period ceased at 04:00 hours on 7 February 2009 in the South Australian region.

(c) Administered Price Cap

By NEMMCO Market Notice 24605.0 issued on 29 January 2009 at 4:00:38pm, NEMMCO stated that the Administered Price Cap of \$300/MWh would apply during the Relevant Administered Price Period.

4.4 Narrative of the circumstances

The circumstances that caused the costs the subject of the Claim being incurred by the Claimant represent the combination of the following factors:

- (a) the Claimant had made dispatch offers in respect of the Generating Units in accordance with the Rules;
- (b) the Relevant Administered Price Period was declared by NEMMCO and commenced;
- (c) the Administered Price Cap of \$300/MWh applied during the Relevant Administered Price Period;
- (d) for purposes of system security and rational and reasonable economic considerations in the operation of the Generating Units during the Relevant Administered Price Period, the dispatch offers in respect of the Generating Units for certain of the Relevant Trading Intervals were varied by re-offering available capacity into lower price bands in order to avoid multiple cycling (stop/start);
- (e) the Generating Units remained available for dispatch in the NEM during the Relevant Administered Price Period, meeting a principal objective of the payment of compensation under clause 3.14.6 of the Rules and the Guidelines following the application of an administered price period;
- (f) the Claimant incurred direct costs and financing costs in operating the Generating Units and continuing to make them available for dispatch throughout the Relevant Administered Price Period; and
- (g) as illustrated below, the direct costs and financing costs were properly and reasonably incurred by the Claimant:
 - (i) in accordance with, and in furtherance of, the objectives of clause 3.14.6 of the Rules and the Guidelines; and
 - (ii) in the course of the ordinary operation of its business in connection with the dispatch of the Generating Units during the Relevant Administered Price Period.

The reasonable and responsible conduct of the Claimant over the course of the Relevant Administered Price Period can be clearly seen when viewed in the context of its start of day Offers submitted to NEMMCO, with all volumes across the specified Generating Units throughout the Relevant Administered Price Period (other than 29 January) set at VoLL or near VoLL levels.

Throughout the Relevant Administered Price Period, the Claimant was prudent in relation to both plant operation and system reliability by varying dispatch offers and re-offering available capacity of the Generating Units into lower price bands for certain of the Relevant Trading Intervals to avoid multiple cycling (stop/start) of the Generating Units, given that their original dispatch offers were proving to be marginal in dispatch at times. A multiple cycling stop/start dispatch regime was highly undesirable from both a system security perspective and economic perspective. Had multiple stop/start events been allowed to occur, this would have resulted in a much higher compensation claim being sought in respect of the Relevant Event.

The table in Annexure 1 [*confidential information*] provides a basic illustration of the relative differences in likely amounts claimable under the Rules in the two situations of:

- (a) the dispatched regime of the Generating Units that is the subject of the Claim; and
- (b) a hypothetical dispatch regime of the Generating Units under flexible operation.

The table in Annexure 1 is supplemented by more particular information in Annexure 8 [*confidential information*].

The hypothetical scenario uses price sensitivities to estimate the consequences if the Generating Units had entered into a flexible operating regime during the Relevant Administered Price Period and demonstrates the cost implications if the Generating Units had been operating on a stop/start basis during the Relevant Administered Price Period.

One of the stated objectives of the compensation arrangements, as set out in the Guidelines, is to provide an incentive for market participants to continue to supply energy during an administered price period, and to ensure market participants are not disadvantaged by continued participation in the NEM during high stress periods.

The approach adopted by the Claimant in respect of the Relevant Event and the Relevant Administered Price Period as illustrated by Table 1 was in furtherance of the objectives for the payment of compensation set out in clause 3.14.6 of the Rules and the Guidelines and was inherently reasonable and responsible.

Accordingly, compensation should be payable to the Claimant under clause 3.14.6 of the Rules on the total sum of generation dispatched by the Generating Units for market purposes during all Relevant Trading Intervals in the Relevant Administered Price Period and the associated direct costs incurred by the Claimant in doing so.

5 Total Claimable Amount

As from the date of this Submission (being the date upon which the intent to claim compensation becomes the claim for compensation), the Claimant seeks the Total Claimable Amount stipulated below as a consequence of the application of the Administered Price Cap during the Relevant Administered Price Period on the basis that:

- (a) as a consequence of the Administered Price Cap, the spot price payable to the Generating Units that were dispatched in the Relevant Trading Intervals during the Relevant Administered Price Period was either:
 - (i) less than the price specified in dispatch offers of the Generating Units for a Relevant Trading Interval; or
 - (ii) less than the original price specified in dispatch offers of the Generating Units prior to re-offering available capacity in lower price bands in accordance with, and in furtherance of, the objectives of clause 3.14.6 of the Rules and the Guidelines;
- (b) as a consequence of the Relevant Administered Price Period, the Generating Units were re-offered into lower price bands for a certain of the Relevant Trading Intervals to avoid multiple cycling and for the purpose of supplying energy during the Relevant Administered Price Period as specified in clause 3.14.6 of the Rules and the Guidelines; and
- (c) the Claimant incurred certain direct costs in connection with its continued participation in the NEM, including maintaining the availability for dispatch, and the dispatch, of the Generating Units during the Relevant Administered Price Period.

5.2 Total Claimable Amount

The Claimant seeks the Total Claimable Amount from AEMO under clause 3.14.6 of the Rules as specified in Annexure 2 [*confidential information*].

In accordance with paragraph 10.1 of the Guidelines, the Total Claimable Amount has been calculated in accordance with the following formula:

$$TCA = \sum_t (DC_t + OC_t - REV_t)$$

where:

TCA = Total Claimable Amount.

DC t = Direct Costs Incurred in Trading Interval t.

OC t = Opportunity Costs Incurred in Trading Interval t.

REV t = Spot market income received in respect of Trading Interval t.

t = Trading Interval for which the claim is being made.

5.3 Itemisation of Total Claimable Amount

The Total Claimable Amount has been calculated by reference to the following components:

- (a) direct costs, as specified in Annexure 3 and Annexure 5 [*confidential information*];
- (b) financing costs, as specified in Annexure 4 and Annexure 6 [*confidential information*]; and
- (c) the spot market income received in respect of the Relevant Administered Price Period summarised as follows:

Port Lincoln	\$163,179.64
Snuggery	\$149,538.45
Total income received	\$312,718.09

An itemisation of spot market income received in respect of the Relevant Event is set out in Annexure 7.

5.4 No Other Claims

The Claimant has not made, and is not considering making:

- (a) any claim for opportunity costs; or
- (b) any other claims for compensation under the Rules in respect of the Event to which the Claim relates.

6 Costs of proceedings

Clause 3.14.6(q) of the Rules provides that the AEMC may recover costs from a claimant that are incurred by the AEMC and the panel in carrying out their respective functions in

respect of the claim. This clause also provides that the AEMC may seek to have a claimant pay all or a proportion of those costs prior to the consideration of the claim.

Clause 3.14.6(q) of the Rules confers a discretion upon the AEMC as to whether it will seek to recover any costs incurred by the AEMC and the panel from a particular claimant. That discretion must be exercised in a manner consistent with the objects upon which clause 3.14.6 of the Rules is based.

The Claimant submits that the AEMC should not exercise the discretion under clause 3.14.6(q) of the Rules to recover all or any part of the costs incurred by the AEMC or the Panel in respect of the Claim for the following reasons:

- (a) *The costs should be considered as ordinary costs of the electricity market operations*

The costs incurred in the course of determining a claim under clause 3.14.6 of the Rules should be considered to be the ordinary costs of the operation of the electricity market, for the following principal reasons:

- (i) In accordance with the Guidelines and the Rules, the objectives of the compensation arrangements in clause 3.14.6 of the Rules are, *inter alia*, to provide an incentive for market participants to continue to supply energy during an administered price period, and to ensure market participants are not disadvantaged by continued participation in the market during high stress periods.¹
- (ii) The costs that will be incurred by the AEMC and the panel in connection with the procedure for a market participant to claim compensation by reason of the application of an administered price cap during an administered price period, are costs associated with a prescribed procedure under the rules that a claimant must follow in order to be eligible to be paid the compensation to which it is entitled under the Rules.
- (iii) The objective of encouraging Scheduled Generators, Scheduled Network Service Providers and other market participants to invest in plant that provides services during peak periods would be undermined if an applicant for compensation under clause 3.14.6 of the Rules were required to pay the costs of the mandatory procedure established under that clause in order to recover compensation to which it is entitled.

The payment of compensation should be considered to be a normal part of the operation of the NEM and any compensation payable to a market participant should be seen as the costs and expenses of AEMO carrying out its functions or powers under the Rules, unless it can be demonstrated that the claimant has submitted a vexatious, frivolous or spurious claim, or that the claimant's conduct otherwise warrants the AEMC recovering its costs. In such a situation, the AEMC would be justified in exercising the discretion conferred to it under clause 3.14.6(q).

The Claimant has submitted the Claim for compensation in good faith and in accordance with the Guidelines issued by the AEMC.

¹ AEMC 2009 *The Determination of Compensation Following the Application of the Administered Price Cap, Market Price Cap, Market Floor Price or Administered Floor Price, Guidelines*, 30 June 2009, Sydney, Section 5.

Reference can be made to a recent decision of the Dispute Resolution Panel constituted under the Victorian Market and Systems Operations Rules as to costs in relation to a dispute between VENCORP (as it then was) and TRUenergy Pty Ltd. That Dispute Resolution Panel adopted a similar approach in relation to the costs associated with it and the Adviser. The Dispute Resolution Panel concluded that VENCORP's responsibility for the Adviser and the Dispute Resolution Panel was:

...a natural and logical consequence of a system of market regulation which imposes on VENCORP as regulator the obligation of setting up and maintaining a dispute resolution process for hearing and determining disputes involving participants in the market.

The Dispute Resolution Panel concluded that the costs associated with it and the Adviser in that matter ought to be paid by VENCORP, in its capacity as the regulator.

The Dispute Resolution Panel expressed the view that flexibility is required in determining the awarding of costs, as there was otherwise a "risk that it could operate as a deterrent against bringing meritorious claims".

Although a decision under a different regulatory regime, it is submitted that the views expressed by the Dispute Resolution Panel in that decision should apply to decisions as to costs in a claim for compensation under clause 3.14.6 of the Rules.

(b) *The claim is not a dispute for the purposes of clause 8.2 of the Rules*

The determination of a claim for compensation under clause 3.14.6 of the Rules is not a 'dispute' within the meaning of clause 8.2.1(a) of the Rules. Accordingly, the cost allocation procedures described in clause 8.2.8² of the Rules can have no application to the awarding of costs incurred in connection with the determination of a claim for compensation under clause 3.14.6.

² Which appear to be based on the principle that costs should be borne equally by both parties unless the conduct of a party unreasonably prolonged or escalated the dispute such that it warrants costs to be borne that party.

DATED: 18 August 2009 as amended and restated 12 February 2010 and as further amended and restated 31 March 2010

SIGNED by STEPHEN ORR
as authorised representative for
SYNERGEN POWER PTY LTD
(ABN 66 092 560 819)



.....
Signature of Stephen Orr

Director

Schedule 1 Confidential Information

1. Confidential Information

Pursuant to paragraph 1.4 of this Submission, the Claimant considers the following information identified in this Schedule 1 to be Confidential Information for the purposes of section 4 of the Guidelines:

- (a) Annexure 1
- (b) Annexure 2
- (c) Annexure 3
- (d) Annexure 4
- (e) Annexure 5 (as amended by Annex 2 of the letter dated 12 February 2010 from Mr Stephen Orr, director of the Claimant, to Mr Steven Graham, Chief Executive of AEMO (*the Additional Information Request Response Letter*) and as further amended by the spreadsheet entitled “compensation calculation v7 12 March 2010” enclosed with the letter dated 12 March 2010 from Mr Stephen Orr to Mr Steven Graham (*the Further Additional Information Request Response Letter*))
- (f) Annexure 6 (as originally submitted, as replaced in its entirety by Annex 6B of the Additional Information Request Response Letter and as further replaced in its entirety by the spreadsheet entitled “Synergen APC – compensation claim – financing costs” enclosed herewith)
- (g) Annexure 8
- (h) All documents and information submitted as Annex 1 to Annex 6A-6C(i) & (ii) inclusive of the Additional Information Request Response Letter and all documents and information submitted within or as enclosures to the Further Additional Information Request Response Letter.

Annexure 1: Alternative Operating Scenarios during the Relevant Administered Price Period

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.

Annexure 2: Total Claimable Amount

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.

Annexure 3: Particulars of Direct Costs

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.

Annexure 4: Financing Costs

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004 (SA)* and section 31 of the National Electricity Law.

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.

Annexure 5: Direct Costs

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.

Annexure 6: Financing Costs

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.

Annexure 7: Spot market income

Spot Market Income (\$)

	Port Lincoln	Snuggery
29/01/2009 15:30	5,871.87	4,894.96
29/01/2009 16:00	5,732.09	4,991.70
29/01/2009 16:30	5,389.77	5,060.98
29/01/2009 17:00	5,302.64	5,073.99
29/01/2009 17:30	3,409.26	2,965.10
29/01/2009 18:00	2,742.69	2,342.81
29/01/2009 18:30	2,390.53	2,675.32
29/01/2009 19:00	3,892.36	1,306.34
29/01/2009 19:30	167.87	0.00
30/01/2009 10:00	890.62	3,272.52
30/01/2009 10:30	2,867.60	4,890.41
30/01/2009 11:00	2,249.98	5,233.92
30/01/2009 11:30	3,331.61	5,208.78
30/01/2009 12:00	3,499.28	5,179.05
30/01/2009 12:30	5,458.34	5,150.27
30/01/2009 13:00	5,352.72	4,660.14
30/01/2009 13:30	5,165.90	4,543.93
30/01/2009 14:00	4,277.92	3,736.50
30/01/2009 14:30	4,877.65	4,021.89
30/01/2009 15:00	4,482.93	4,087.05
30/01/2009 15:30	2,287.89	4,431.67
30/01/2009 16:00	3,112.13	4,426.79
30/01/2009 16:30	3,421.67	3,680.62
30/01/2009 17:00	4,476.53	4,408.78
30/01/2009 17:30	1,808.06	3,295.03
30/01/2009 18:00	4,995.28	4,481.57
30/01/2009 18:30	3,795.61	4,472.84
30/01/2009 19:00	5,011.31	4,523.28
30/01/2009 19:30	5,684.60	3,207.60
30/01/2009 20:00	4,006.44	144.10
30/01/2009 20:30	3,133.45	0.00
30/01/2009 21:00	2,770.04	0.00
31/01/2009 12:30	117.79	138.64
31/01/2009 13:00	3,662.44	3,472.80
31/01/2009 13:30	4,702.98	5,142.19
31/01/2009 14:00	4,548.89	5,181.39
31/01/2009 14:30	5,348.94	4,476.03
31/01/2009 15:00	5,708.90	4,557.39
31/01/2009 15:30	5,803.88	4,820.49
31/01/2009 16:00	4,420.20	3,752.56
31/01/2009 16:30	1,885.63	1,269.91
31/01/2009 17:00	43.29	359.10
6/02/2009 16:00	899.93	0.00
6/02/2009 16:30	1,536.95	0.00
6/02/2009 17:00	1,520.23	0.00
6/02/2009 17:30	1,033.48	0.00
6/02/2009 18:00	89.46	0.00

Annexure 8: Alternative Scenarios in the Relevant Administered Price Period

The content of this Annexure, which is subject to a claim of confidentiality by Synergen Power Pty Ltd, has been omitted in accordance with section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) and section 31 of the National Electricity Law.