



6 October 2022

RULES CHANGE COMMITTEE

Philippine Electricity Market Corporation
18/F Robinsons Equitable Tower,
Ortigas Center, Pasig City

Attention: **Ms. Kathleen R. Estigoy**
Rules Review Division, Market Assessment Group

Dear Rules Change Committee:

We wish to inform you that MERALCO has emailed the Committee Secretariat at mag_rrd@wesm.ph our comments on the proposed amendments to the Retail Rules and Manuals, as follows:

| Topic | Attachment File Name | Date Submitted / Sending Email Address Used |
|--|---|--|
| Proposed Amendments to the Retail Rules and Manuals on Switching Requirement related to the Certification of No Outstanding Balance (ORCP-RR-RM-22-07) | ORCP-RR-RM-22-07_[IEMOP]_Rules_Change_Proposal_No_Outstanding_Balance_v3_MERALCO final.docx | 6 October 2022 / jivdelrosario@meralco.com.ph |

For any question and clarifications, please do not hesitate to contact us through Mr. Manuel Luis Zagala, Lead Specialist, Utility Economics at mlnzagala@meralco.com.ph.

For your consideration.

Thank you.

Sincerely yours,

LAWRENCE S. FERNANDEZ
Vice President and Head
Utility Economics



ORCP-RR-RM-22-07
Date Received by RCC: 29 July 2022

REQUEST FOR MARKET RULES AND MANUALS AMENDMENTS

Proposals made only under this prescribed form shall be accepted and considered as submitted.

This request for amendments are to be submitted to:

Rules Change Committee

Attention: WESM Governance Committee Secretariat
Philippine Electricity Market Corporation
18/F Robinsons Equitable Tower
ADB Avenue, Ortigas Center
Pasig City, 1605 Philippines
Email addresses: rcc@wesm.ph / mag_rrd@wesm.ph
Contact No: (+632) 8631-8734

Proponent's Information

| | |
|-----------------|--|
| Name | Richard J. Nethercott |
| Designation | President and CEO |
| Company | Independent Electricity Market Operator of the Philippines, Inc. |
| Company Address | 19/F Robinsons Equitable Tower ADB Ave. Ortigas Center |
| | Pasig City |
| Telephone No. | 02 5318 9376 |
| Fax. No. | 02 8636 0802 |
| Email Address | richard.nethercott@iemop.ph |



Amendment Information

Proposed Amendments to the (please tick the box):

☐ WESM Rules ☒ Retail Rules

- ☒ Market Manual:
1. Retail Manual on Market Transactions Procedures (in reference to the RCC and PEM-Board approved version under RCC Resolution No. 2022-07 that is still pending with the Department of Energy as of the date of the submission of the rules change request)
 2. Retail Manual on Green Energy Option Program Procedures (in reference to the RCC and PEM-Board approved version under RCC Resolution No. 2022-07 that is still pending with the Department of Energy as of the date of the submission of the rules change request)

Topic: Proposed General Amendments to the Retail Rules and Manuals on Switching Requirement related to the Certification of No Outstanding Balance

Proposed Classification of Amendments (please tick the box):

☒ General ☐ Minor ☐ Urgent

If Urgent, reason for urgency:

N/A

SUMMARY OF THE PROPOSED RULES CHANGE

The proposed amendments to the Retail Rules and various Market Manuals aim to provide a mechanism for Suppliers (collective term for Retail Electricity Suppliers and Renewable Energy Suppliers) and Retail Customers (collective term for Contestable Customers and GEOP End-Users) to comply with the switching requirement for Retail Customers to have no outstanding balance with a Network Service Provider or an incumbent Supplier.

BACKGROUND

One of the conditions for switching of Retail Customers that is required under various DOE and ERC issuances is that the Retail Customers shall have no outstanding balance with its Network Service Provider, in case of an initial switch, or its incumbent Supplier, in case of a regular switch. Summarized below are the list of issuances stating this requirement and the prescribed documentation for compliance.

| Relevant Provision stating that an End-User should not have outstanding balance prior to Switching | | Prescribed Documentation to prove there is no outstanding balance |
|--|---|---|
| RCOA | 1. Retail Rules Clause 3.2.2.1 2. Retail Manual on Market Transaction Procedures Clause II.3.1.1 | Attestation signed by incumbent Supplier or DU |
| | 1. ERC Resolution 09, Series of 2018 Section 1.a | Not specified |
| GEOP | ERC Resolution No. 08, Series of 2021- Rules for the Green Energy Option Program (GEOP) Section 4.4 | Not specified |

For switching of Contestable Customers under RCOA, IEMOP currently requires Retail Electricity Suppliers (RES) to submit a notarized attestation signed by the Network Service Provider or incumbent Supplier confirming the absence of outstanding obligation of the Contestable Customer. Meanwhile, for switching of GEOP End-Users under the GEOP, IEMOP has incorporated into the GEOP switch request form a portion for the Network Service Provider or incumbent Supplier to sign off its confirmation.

Several prospective Suppliers have raised to the Central Registration Body (CRB) difficulties they have encountered while completing switch requirements due to non-issuance or delayed issuance of some Network Service Providers and incumbent Suppliers of the required documentation for no outstanding balance by the Retail Customer. It is worthy to note that prospective Suppliers are not parties to agreements between the Retail Customers and Network Service Providers/incumbent Suppliers. Thus, they have no control over the completion of such requirements. There is also no mechanism that is currently in place under the Market Rules and Manuals that enables Retail Customers and Network Service Providers/incumbent Suppliers to coordinate the settlement of outstanding obligations. As a result, some Retail Customers are unable to timely switch to new Suppliers which pose risks to their right to access competitive electricity supply and prices.

THE PROPOSED RULES CHANGE

The proposed amendments to the Retail Rules and various Market Manuals aim to provide a mechanism for Suppliers and Retail Customers to comply with the switching requirement for Retail Customers to have no outstanding balance with a Network Service Provider or an incumbent Supplier. In summary, the proposal seeks to:

- Introduce a pre-switching procedure allowing the Network Service Provider/incumbent Supplier and the Retail Customer to coordinate and settle any outstanding balance prior to the deadline of submission of complete requirements to the CRB
- Allow CRB to provisionally accept signed undertaking by the Retail Customer in lieu of signed certification/attestation by the Network Service Provider/incumbent Supplier subject to confirmation of the Network Service Provider/incumbent Supplier prior to the proposed effective switch date

With these rule change recommendations, we hope to mitigate unreasonable withholding of Retail Customers' ability to switch to new Suppliers by enabling prospective Suppliers to initiate switch requests while providing Network Service Providers/incumbent Suppliers the opportunity to contest switching of Customers with unpaid balances in a timely manner.

BACKGROUND AND DESCRIPTION OF THE PROPONENT

The proponent is the Independent Electricity Market Operator of the Philippines, Inc. (IEMOP), the independent market operator of the WESM.



Top Officers:

Richard J. Nethercott – President and Chief Executive Officer

Robinson P. Descanzo – Chief Operating Officer

Isidro E. Cacho, Jr. – Head of Corporate Strategy and Communications

Salvador D. Subaran – Head of Information Systems and Technology

Arthur P. Pintado – Internal Audit Head

Sheryll M. Dy – Officer-in-Charge of Legal Department

CONCLUSIONS AND RECOMMENDATIONS

The proposed amendments to the Retail Rules and various Market Manuals aim to provide a mechanism for Suppliers and Retail Customers to comply with the switching requirement for Retail Customers to have no outstanding balance with a Network Service Provider or an incumbent Supplier. It is recommended that the proposed amendments be adopted.

REFERENCES

1. Retail Rules (in reference to the RCC and PEM-Board approved version under RCC Resolution No. 2022-07 that is still pending with the Department of Energy as of the date of the submission of the rules change request)
2. Retail Manual on Market Transactions Procedures (in reference to the RCC and PEM-Board approved version under RCC Resolution No. 2022-07 that is still pending with the Department of Energy as of the date of the submission of the rules change request)
3. Retail Manual on Green Energy Option Program Procedures (in reference to the RCC and PEM-Board approved version under RCC Resolution No. 2022-07 that is still pending with the Department of Energy as of the date of the submission of the rules change request)



Proponent's Information (for the Party Submitting the Comments)

| | |
|-----------------|--|
| Name | LAWRENCE S. FERNANDEZ |
| Designation | Vice President and Head, Utility Economics |
| Company | Manila Electric Company |
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| Fax. No. | |
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PROPOSED AMENDMENTS

A. Retail Rules

| Retail Rules | | | | | | | | |
|--------------|---------|---|---|-----------|---|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent’s Response | RCC Agreement |
| | | | | | <p>We would like to request clarification on the following statement from the proponent:</p> <p><i>“With these rule change recommendations, we hope to mitigate unreasonable withholding of Retail Customers’ ability to switch to new Suppliers by enabling prospective Suppliers to initiate switch requests while providing Network Service Providers/incumbent Suppliers the opportunity to contest switching of Customers with unpaid balances in a timely manner.”</i></p> <p>May if we ask there is a study on the root cause of the delay cited in this proposal? An in-depth assessment of the current situation will allow stakeholders to see if the</p> | | | |

| Retail Rules | | | | | | | | |
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| | | | | | <p>proposed rules change properly addresses the causes of the delays. If the delay is due to the customer having unsettled/outstanding obligations with the Network Service Provider and/or Incumbent Supplier, then the proper solution is to settle the obligation—not rules change.</p> <p>Also, the timetable for the issuance of the Certification of No Outstanding Obligation is already provided in the Retail Manual for Market Transaction Procedures (Section 3.1.1). If the certification is indeed being unreasonably withheld, the affected Retail Customer may elevate the matter to ERC.</p> <p>We respectfully point out that the Retail Rules should be interpreted and read alongside the relevant ERC issuances, such as ERC Resolution No. 9, Series of 2018 (“Supplemental Switching Rules”) and ERC Resolution No. 8, Series of 2021 (“GEOP Rules”), which provide the legal framework for the implementation of Retail</p> | | | |

| Retail Rules | | | | | | | | |
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| | | | | | <p>Competition and Open Access (RCOA) and Green Energy Option Program (GEOP). Thus, any proposed amendment should be consistent and aligned with the ERC rules. In particular, ERC's Supplemental Switching Rules provide the procedure for switching and billing of contestable customers.</p> <p>Section 1(a) of the said ERC Supplemental Switching Rules unequivocally states that, "<u>No contestable customer shall be allowed to Switch or be supplied by a new RES or SOLR should it have an outstanding balance with its Network Service Provider, in case of initial switch,</u> or its incumbent RES. <u>Whether under dispute or not, the Contestable Customer shall be required to settle its outstanding balance prior to Switching.</u>"</p> <p>It is clear that the contestable customer is expected to fully satisfy its obligations to the Network Service Provider before it may be</p> | | | |

| Retail Rules | | | | | | | | |
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| | | | | | <p>allowed to switch <u>whether the outstanding obligation is disputed by the contestable customer or not.</u></p> <p>Thus, the proposed amendments pose the following major concerns:</p> <ol style="list-style-type: none">1. It is not consistent with Section 1(a) of the Supplemental Switching Rules.2. The mere execution of a valid settlement agreement as fulfillment for the condition under Clause 3.2.1.3(c) of the Retail Rules defeats the purpose and intention for such clause. <p>Clause 3.2.1.3(c) is clear that the contestable customer should have no financial obligations to the NSP.</p> <p>A valid settlement agreement cannot be considered as full satisfaction of a contestable customer's outstanding balance.</p> | | | |

| Retail Rules | | | | | | | | |
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| | | | | | <div>3. If required as an alternative, the NSP/DU shall be placed at the mercy of the contestable customer's willingness to satisfy the terms and conditions of the settlement agreement. It is clear from the ERC Supplemental Switching Rules that the intention is for the contestable customer to fully pay its obligations. In contrast, the proposed amendment now imposes an additional responsibility and lookout on the part of the DU/NSP to ensure that the contestable customer is able to settle its obligations within the terms and conditions of the settlement agreement.</div> <div>4. The alternative of the execution of a valid settlement agreement will place no incentive on the part of the contestable customer to fully settle its obligations to the NSP/DU.</div> <div>5. A settlement agreement would unnecessarily burden the DU/NSP with respect to</div> | | | |

ANNEX A

| Retail Rules | | | | | | | | |
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| | | | | | <p>negotiating the terms and conditions of every single contestable customer who avails of this alternative.</p> <p>6. Ultimately, considering that the settlement agreement will have to be carefully negotiated (which belies proposal to have the settlement agreement executed within 2 days), it will have the consequence of further delaying the switch of the contestable customer.</p> | | | |
| Conditions for Customer Switching | 3.2.1 | (new) | <u>3.2.1.6 Relative to the condition for switch under Clause 3.2.1.3(c) of this Retail Rules, the Retail Customer may submit a request for certification of no outstanding balance from its Network Service Provider, for initial switch, or from its incumbent Supplier, for regular switch, at least fourteen (14) working days prior to the proposed effective switch</u> | The proposed amendments intend to introduce a pre-switching procedure that Retail Customers may follow to facilitate the timely compliance with the “no outstanding obligation” requirement | <p>Under the proposed Section 3.2.6, it is the Retail Customer that submitted a request for a certification of no outstanding balance from its NSP or incumbent Supplier, copy furnished the CRB and prospective Supplier.</p> <p>However, in proposed Section 3.2.17, the NSP or incumbent Supplier, in notifying or responding to the Retail Customer, is required to furnish a copy of such notice to the CRB and the prospective Supplier. Absent any authority or consent from the Retail Customer,</p> | <u>3.2.1.7 The Network Service Provider or the incumbent Supplier shall notify the Retail Customer of any unpaid balance within two (2) working days from receipt of the Retail Customer's request and furnish a copy of the notice to the Central Registration Body and the prospective Supplier. The Retail Customer shall furnish a copy of the notice to the</u> | | |

| Retail Rules | | | | | | | | |
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| | | | <p><u>date and furnish a copy of the request to the Central Registration Body and the prospective Supplier.</u></p> <p><u>3.2.1.7 The Network Service Provider or the incumbent Supplier shall notify the Retail Customer of any unpaid balance within two (2) working days from receipt of the Retail Customer's request and furnish a copy of the notice to the Central Registration Body and the prospective Supplier.</u></p> <p><u>3.2.1.8 Within two (2) working days from receipt of the Network Service Provider or the incumbent Supplier's notice, the Retail Customer shall:</u></p> | <p>pursuant to Clause 3.2.1.3(c)</p> <p>Aside from outright payment of outstanding balance, we propose that execution of a valid settlement agreement be considered as fulfillment of switch condition under Clause 3.2.1.3(c) to mitigate unreasonable withholding of Retail Customers' ability to switch to a new Supplier.</p> | <p>the NSP or incumbent Supplier is precluded from providing information on the outstanding balance, if any, of the Retail Customer as the Retail Customer may regard such information as confidential in nature which may affect its leverage in negotiating its RSCs with Suppliers.</p> <p>Regarding Section 3.2.1.8, it should be noted that the following issuances</p> <ul style="list-style-type: none"> - ERC Resolution No. 9 series of 2018 Art II, Section 1, - GEOP Rules Art II, Section 4.4; and - Section 3.2.1.3 of the Retail Rules as amended by DOE Department Circular No. DC2021-06-0012 <p>generally provide that a contestable customer or an eligible End-user shall be required to settle outstanding balance prior to switching and that the Switch Request Form includes a confirmation from the DU or incumbent supplier, whichever is</p> | <p><u>CRB and the prospective Supplier.</u></p> <p><u>3.2.1.8 Within two (2) working days from receipt of the Network Service Provider or the incumbent Supplier's notice, the Retail Customer shall settle the unpaid balance with the Network Service Provider or the incumbent Supplier.:</u></p> <p><u>a) Settle the unpaid balance with the Network Service Provider or the incumbent Supplier; or</u></p> <p><u>b) Initiate a settlement agreement with the Network Service Provider or the incumbent Supplier</u></p> <p><u>Provided that any action undertaken under this clause shall be without prejudice to filing of dispute of involved parties</u></p> | | |

| Retail Rules | | | | | | | | |
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| | | | <p><u>a) Settle the unpaid balance with the Network Service Provider or the incumbent Supplier; or</u></p> <p><u>b) Initiate a settlement agreement with the Network Service Provider or the incumbent Supplier</u></p> <p><u>Provided that any action undertaken under this clause shall be without prejudice to filing of dispute of involved parties with the Energy Regulatory Commission.</u></p> <p><u>3.2.1.9 Within two (2) working days from the Retail Customer's action relative to clause 3.2.2.2, the Network Service Provider or the incumbent Supplier shall:</u></p> <p><u>a) Sign a certification of no outstanding</u></p> | | <p>applicable, that the eligible end-user has no Outstanding balance submitted to CRB by prospective Supplier no later than (7) days before the proposed switch date.</p> <p>Note that collection of arrears is covered by the DU's Agreement for Sale of Electric Energy which is effective until the termination of contract due. This will be replaced by the Connection Agreement, which has no commercial terms and conditions.</p> <p>Regarding proposed Section 3.2.1.9, if the Certification (under item a) is to be issued separately as proposed, may we suggest for IEMOP to issue prescribed template for uniformity. Comments on the template should first be solicited so that it can consider inputs from relevant market participants.</p> <p>For item (b), we recommend that the Settlement Agreement should be between the Retail Customer and NSP/incumbent supplier only. Thus, there is no need to include this in the market manuals. The</p> | <p><i>with the Energy Regulatory Commission.</i></p> <p><i>3.2.1.9 Within two (2) working days from the Retail Customer's action relative to clause 3.2.2.2, the Network Service Provider or the incumbent Supplier shall <u>sign a certification of no outstanding balance and provide the same to the Retail Customer. The Retail Customer shall furnish a copy of the certification to the new Supplier.</u></i></p> <p><i>a) Sign a certification of no outstanding balance and provide the same to the Retail Customer and new Supplier; or</i></p> <p><i>b) Execute a valid settlement agreement with the Retail Customer and provide a copy to the new Supplier.</i></p> | | |

ANNEX A

| Retail Rules | | | | | | | | |
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| | | | <u>balance and provide the same to the Retail Customer and new Supplier; or</u> <u>b Execute a valid settlement agreement with the Retail Customer and provide a copy to the new Supplier.</u> | | <p>execution and conditions of such agreement shall be indicated in the Certification issued by NSP/incumbent supplier to prospective Supplier.</p> <p><i>We reiterate our detailed discussion on this item in our general comment.</i></p> | | | |
| Procedures for Switching | 3.2.2.1 | <p>3.2.2.1 Once all the conditions set forth in Clause 3.2.1.3 are met, the new <i>Supplier</i> shall submit the switch request to the <i>Central Registration Body</i> not later than seven (7) working days prior to the proposed effective date.</p> <p>The switch request shall <u>be</u></p> | <p>3.2.2.1 Once all the conditions set forth in Clause 3.2.1.3 are met, the new <i>Supplier</i> shall submit the switch request to the <i>Central Registration Body</i> not later than seven (7) working days prior to the proposed effective date.</p> <p>The switch request shall <u>be electronically filled out and shall</u> include an attestation duly signed by <u>a confirmation from authorized</u></p> | <p>The proposed amendments aim to provide other options for the new Supplier and the Retail Customer to fulfill the switch condition under Clause 3.2.1.3(c) aside from submission of a certification of no outstanding balance.</p> <p>Thus, the proposed</p> | <p>Considering that (a) the requirement under existing regulations is for the customer to pay its outstanding obligations before it is allowed to switch; and (b) switch requests presume that customer is eligible to switch, then it cannot be said that the submission of such request is “unreasonably prevented” if no certification has been provided in the meantime, pending compliance by customer of the requirement. In addition, it is sensible to afford Network Service Providers and/or Incumbent Suppliers reasonable time, as prescribed in the existing Retail Manual for Market Transaction Procedures, to verify</p> | <p>Relative to the condition for switch under Clause 3.2.1.3(c) of this Retail Rules, the new <i>Supplier</i> shall also submit a <u>Certification that the Retail Customer has no outstanding balance signed by the Network Service Provider or incumbent Supplier either of the following seven (7) working days prior to the proposed effective date:</u></p> <p><u>a) —Certification that the Retail Customer has</u></p> | | |

| Retail Rules | | | | | | | | |
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| | | <p><u>electronically filled out and shall</u> include an attestation—duly signed—by <u>a confirmation from authorized representatives of the following:</u></p> <p>a) the <i>Supplier</i> and the <i>Contestable Retail Customer</i> of the existence of a retail/GEOP supply contract <u>or any equivalent thereof</u> between the two parties, and the term of the retail supply contract including the effectivity dates;</p> <p>b) the <i>Supplier</i> or the <i>Contestable Retail Customer</i>, as applicable, and the relevant Distribution Utility <u>or Network Service Provider</u> of the existence of a valid wheeling service agreement covering the Contestable Customer; and</p> <p>c) the <i>Supplier</i> or the <i>Contestable Retail</i></p> | <p><u>representatives of the following:</u></p> <p>a) the <i>Supplier</i> and the <i>Contestable Retail Customer</i> of the existence of a retail/GEOP supply contract <u>or any equivalent thereof</u> between the two parties, and the term of the retail supply contract including the effectivity dates;</p> <p>b) the <i>Supplier</i> or the <i>Contestable Retail Customer</i>, as applicable, and the relevant Distribution Utility <u>or Network Service Provider</u> of the existence of a valid wheeling service agreement covering the Contestable Customer; and</p> <p>c) the <i>Supplier</i> or the <i>Contestable Retail</i></p> | <p>amendments allow the CRB to provisionally accept a signed undertaking by the Retail Customer during the submission of the switch request which shall be subject to confirmation by the Network Service Provider or the incumbent Supplier prior to the proposed switch date. This way, the new Supplier and Retail Customer will not be unreasonably prevented from submitting a switch request while the Network Service Provider and incumbent</p> | <p>from their records whether or not the customer has any outstanding obligations.</p> <p>The submission of an undertaking signed by the Retail Customer (as proposed under Section 3.2.2.1.c) is self-serving considering that only the Network Service Provider and/or Incumbent Supplier can certify that the Retail Customer has no outstanding balance. This is recognized in the proposed provision since the NSP or Incumbent Supplier is required to provide confirmation three (3) working days before the switch date. It is unclear what would happen if the NSP or Incumbent Supplier failed to provide a confirmation prior to the switch. Would the CRB take the Retail Customer's undertaking on its face value?</p> <p>On the other hand, what would happen if the customer submitted an undertaking and the NSP or Supplier did not confirm the same? Which would prevail? Since</p> | <p>no outstanding balance signed by the Network Service Provider or incumbent Supplier; b) Copy of valid settlement agreement signed by the Retail Customer and the Network Service Provider or incumbent Supplier; or c) Undertaking signed by the Retail Customer that it has no outstanding balance with the Network Service Provider or incumbent Supplier; provided that the Network Service Provider or incumbent Supplier shall provide confirmation of such undertaking to the Central Registration Body three (3) working days prior to the proposed switch date.</p> | | |

| Retail Rules | | | | | | | | |
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| | | <p>the <i>Supplier</i> or the <i>Contestable</i> <i>Retail Customer</i>, as applicable, and the relevant Distribution Utility <u>or</u> <i>Network Service Provider</i> of the existence of a valid wheeling service agreement covering the Contestable Customer;</p> <p>the <i>Supplier</i> or the <i>Contestable</i> <i>Retail Customer</i>, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a <u>valid</u> metering services</p> | <p><i>Customer</i>, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a <u>valid</u> metering services agreement covering the <i>Retail Customer</i>.;<u>and</u></p> <p>d) the incumbent Supplier or, if not served by a Supplier, the relevant Distribution Utility that the Contestable Retail Customer has no outstanding balance.</p> <p><u>Relative to the condition for switch under Clause 3.2.1.3(c) of this Retail Rules, the new Supplier shall also submit either of the following seven (7) working days prior to the proposed effective date:</u></p> <p><u>a) Certification that the Retail Customer has no outstanding</u></p> | Supplier still has the opportunity to contest switching of Customers with unpaid balances in a timely manner. | <p>the regulation provides that the outstanding balance must be paid, regardless if under dispute, then the NSP or Incumbent Supplier's certification should prevail.</p> <p>Consistent with our comment on Section 3.2.1.9, we recommend that the Settlement Agreement (under item b) should be between the Retail Customer and NSP/incumbent supplier only. The execution and conditions of such agreement shall be indicated in the Certification issued by NSP/incumbent supplier to prospective Supplier.</p> | | | |

| Retail Rules | | | | | | | | |
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| | | agreement covering the <i>Retail Customer</i> ; and d) the incumbent <i>Supplier</i> or, if not served by a <i>Supplier</i> , the relevant <i>Distribution Utility</i> that the <i>Contestable</i> <i>Retail Customer</i> has no outstanding balance. <u>The Central Registration Body may require submission of appropriate documentation to ensure the authorized representatives have authority to</u> | <u>balance signed by the Network Service Provider or incumbent Supplier;</u> <u>b) Copy of valid settlement agreement signed by the Retail Customer and the Network Service Provider or incumbent Supplier; or</u> <u>c) Undertaking signed by the Retail Customer that it has no outstanding balance with the Network Service Provider or incumbent Supplier, provided that the Network Service Provider or incumbent Supplier shall provide confirmation of</u> | | | | | |

| Retail Rules | | | | | | | | |
|--------------|---------|--|--|-----------|----------|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | <p><u>represent their respective organizations.</u></p> <p>The <i>Supplier</i> or the Contestable Retail Customer registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the <i>WESM</i> by the Contestable Retail Customer, as applicable.</p> <p>The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements,</p> | <p><u>such undertaking to the Central Registration Body three (3) working days prior to the proposed switch date.</u></p> <p><u>The Central Registration Body may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</u></p> <p>The <i>Supplier</i> or the Contestable Retail Customer registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the <i>WESM</i></p> | | | | | |

| Retail Rules | | | | | | | | |
|--------------|---------|---|---|-----------|----------|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment (in bold red underlined font) | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | including verification of information of the Contestable <u>Retail</u> Customer as submitted by the <i>Distribution Utilities</i> under Clause 2.3.1.1, and shall notify the <i>Supplier</i> and the Contestable <u>Retail</u> Customer, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request. All shortcomings by the Supplier and | by the Contestable <u>Retail</u> Customer, as applicable. The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the Contestable <u>Retail</u> Customer as submitted by the <i>Distribution Utilities</i> under Clause 2.3.1.1, and shall notify the <i>Supplier</i> and the Contestable <u>Retail</u> Customer, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request. All shortcomings by the Supplier and the Contestable <u>Retail</u> | | | | | |

| Retail Rules | | | | | | | | |
|--------------|---------|---|--|-----------|----------|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | <p>the Contestable Retail Customer shall be rectified within two (2) working days from the receipt of the Central Registration Body's notice.</p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the electronic-based switching, it is understood that the electronic-based switching shall take effect no later than fifteen (15) days from the date of</u></p> | <p>Customer shall be rectified within two (2) working days from the receipt of the Central Registration Body's notice.</p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the electronic-based switching, it is understood that the electronic-based switching shall take effect no later than fifteen (15) days from the date of issuance of the audit software certificate of the system enhancements.</u></p> | | | | | |

ANNEX A

| Retail Rules | | | | | | | | |
|--------------|---------|---|---|-----------|----------|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment (<u>in bold red underlined font</u>) | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | <u>issuance of the audit software certificate of the system enhancements.</u> | | | | | | |

B. Retail Manual on Market Transactions Procedures

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|-----------|---|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment (<u>in bold red underlined font</u>) | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | | | | We would like to request clarification on the following statement from the proponent: <i>“With these rule change recommendations, we hope to mitigate unreasonable withholding of Retail</i> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|-----------|---|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | | | | <p><i>Customers' ability to switch to new Suppliers by enabling prospective Suppliers to initiate switch requests while providing Network Service Providers/incumbent Suppliers the opportunity to contest switching of Customers with unpaid balances in a timely manner."</i></p> <p>May if we ask there is a study on the root cause of the delay cited in this proposal? An in-depth assessment of the current situation will allow stakeholders to see if the proposed rules change properly addresses the causes of the delays. If the delay is due to the customer having unsettled/outstanding obligations with the Network Service Provider and/or</p> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|-----------|--|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment (<u>in bold red underlined font</u>) | Rationale | Comments | Proposed Re-wording based on Comments | Proponent’s Response | RCC Agreement |
| | | | | | <p>Incumbent Supplier, then the proper solution is to settle the obligation—not rules change.</p> <p>Also, the timetable for the issuance of the Certification of No Outstanding Obligation is already provided in the Retail Manual for Market Transaction Procedures (Section 3.1.1). If the certification is indeed being purposefully withheld, the affected Retail Customer may elevate the matter to ERC.</p> <p>We respectfully point out that the Retail Rules should be interpreted and read alongside the relevant ERC issuances, such as ERC Resolution No. 9, Series of 2018 (“Supplemental Switching Rules”) and ERC Resolution No. 8, Series of 2021 (“GEOP Rules”), which provide the legal framework for the implementation of Retail Competition and Open</p> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
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| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | | | | <p>Access (RCOA) and Green Energy Option Program (GEOP). Thus, any proposed amendment should be consistent and aligned with the ERC rules. In particular, ERC's Supplemental Switching Rules provide the procedure for switching and billing of contestable customers.</p> <p>Section 1(a) of the said ERC Supplemental Switching Rules unequivocally states that, "<u>No contestable customer shall be allowed to Switch or be supplied by a new RES or SOLR should it have an outstanding balance with its Network Service Provide, in case of initial switch,</u> or its incumbent RES. <u>Whether under dispute or not, the Contestable Customer shall be required to settle its outstanding balance prior to Switching.</u>"</p> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
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| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | | | | <p>It is clear that the contestable customer is expected to fully satisfy its obligations to the Network Service Provider before it may be allowed to switch <u>whether the outstanding obligation is disputed by the contestable customer or not.</u></p> <p>Thus, the proposed amendments pose the following major concerns:</p> <ol style="list-style-type: none">1. It is not consistent with Section 1(a) of the Supplemental Switching Rules.2. The mere execution of a valid settlement agreement as fulfillment for the condition under Clause 3.2.1.3(c) of the Retail Rules defeats the purpose and intention for such clause. | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|-----------|---|---------------------------------------|----------------------|---------------|
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| | | | | | <p>Clause 3.2.1.3(c) is clear that the contestable customer should have no financial obligations to the NSP.</p> <p>A valid settlement agreement cannot be considered as full satisfaction of a contestable customer's outstanding balance.</p> <p>3. If required as an alternative, the NSP/DU shall be placed at the mercy of the contestable customer's willingness to satisfy the terms and conditions of the settlement agreement. It is clear from the ERC Supplemental Switching Rules that the intention is for the contestable customer to fully pay its obligations. In contrast, the proposed amendment now imposes an</p> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|-----------|--|---------------------------------------|----------------------|---------------|
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| | | | | | <p>additional responsibility and lookout on the part of the DU/NSP to ensure that the contestable customer is able to settle its obligations within the terms and conditions of the settlement agreement.</p> <p>4. The alternative of the execution of a valid settlement agreement will place no incentive on the part of the contestable customer to fully settle its obligations to the NSP/DU.</p> <p>5. A settlement agreement would unnecessarily burden the DU/NSP with respect to negotiating the terms and conditions of every single contestable customer who avails of this alternative.</p> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|---|---|---|----------------------|---------------|
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| | | | | | Ultimately, considering that the settlement agreement will have to be carefully negotiated (which belies proposal to have the settlement agreement executed within 2 days), it will have the consequence of further delaying the switch of the contestable customer. | | | |
| Overview | II.2 | (new) | <u>2.5 Relative to the condition for switch under Clause II.2.3.3 of this manual, the Contestable Customer may submit a request for certification of no outstanding balance from its Network Service Provider, for initial switch, or from its incumbent Supplier, for regular switch, at least fourteen (14) working days prior to the proposed effective switch date and furnish a copy of the request to the</u> | <i>Note: The Retail Manual on Market Transactions Procedures governs transactions between Retail Electricity Suppliers and Contestable Customers as defined in Chapter 1 of the manual.</i> | <p>Under the proposed Section 2.5, it is the Retail Customer that submitted a request for a certification of no outstanding balance from its NSP or incumbent Supplier, copy furnished the CRB and prospective Supplier.</p> <p>However, in proposed Section 2.6, the NSP or incumbent Supplier, in notifying or responding to the Retail Customer, is required to furnish a copy of such notice to the CRB and the prospective Supplier. Absent any authority or consent from the Retail Customer, the NSP</p> | <p>2.6 The Network Service Provider or the incumbent Supplier shall notify the Retail Customer of any unpaid balance within two (2) working days from receipt of the Retail Customer's request and furnish a copy of the notice to the Central Registration Body and the prospective Supplier. <u>The Retail Customer shall furnish a copy of the notice to the CRB and</u></p> | | |

Retail Manual on Market Transactions Procedures

| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment (<u>in bold red underlined font</u>) | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
|-------|---------|---|---|--|--|---|----------------------|---------------|
| | | | <p><u>Central Registration Body and the prospective Supplier.</u></p> <p><u>2.6 The Network Service Provider or the incumbent Supplier shall notify the Contestable Customer of any unpaid balance within two (2) working days from receipt of the Contestable Customer's request and furnish a copy of the notice to the Central Registration Body and the prospective Supplier.</u></p> <p><u>2.7 Within two (2) working days from receipt of the Network Service Provider or the incumbent Supplier's notice, the Contestable Customer shall:</u></p> | <p>The proposed amendments intend to introduce a pre-switching procedure that Contestable Customers may follow to facilitate the timely compliance with the "no outstanding obligation" requirement pursuant to Clause II.2.3.3.</p> <p>Aside from outright payment of outstanding balance, we propose that execution of</p> | <p>or incumbent Supplier is precluded from providing information on the outstanding balance, if any, of the Retail Customer as the latter may regard such information as confidential in nature which may affect its leverage in negotiating its RSCs with Suppliers.</p> <p>Regarding Section 2.8, it should be noted that the following issuances</p> <ul style="list-style-type: none"> - ERC Resolution No. 9 series of 2018 Art II, Section 1, - GEOP Rules Art II, Section 4.4; and - Section 3.2.1.3 of the Retail Rules as amended by DOE Department Circular No. DC2021-06-0012 <p>generally provide that a contestable customer or an eligible End-user shall be required to settle outstanding</p> | <p><u>the prospective Supplier.</u></p> <p>2.7 Within two (2) working days from receipt of the Network Service Provider or the incumbent Supplier's notice, the Retail Customer shall settle the unpaid balance with the Network Service Provider or the incumbent Supplier.:</p> <p>a) Settle the unpaid balance with the Network Service Provider or the incumbent Supplier; or</p> <p>b) Initiate a settlement agreement with the Network Service Provider or the incumbent Supplier</p> <p>Provided that any action undertaken under this clause shall be without prejudice to filing of</p> | | |

Retail Manual on Market Transactions Procedures

| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
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| | | | <p><u>a) Settle the unpaid balance with the Network Service Provider or the incumbent Supplier; or</u></p> <p><u>b) Initiate a settlement agreement with the Network Service Provider or the incumbent Supplier</u></p> <p><u>Provided that any action undertaken under this clause shall be without prejudice to filing of dispute of involved parties with the Energy Regulatory Commission.</u></p> <p><u>2.8 Within two (2) working days from the Contestable Customer's action relative to clause 2.7, the Network Service</u></p> | <p>a valid settlement agreement be considered as fulfillment of switch condition under Clause II.2.3.3. to mitigate or avoid a situation where the Contestable Customer is unreasonably prevented from switching to a new Supplier due to inability to provide the requirement.</p> | <p>balance prior to switching and that the Switch Request Form includes a confirmation from the DU or incumbent supplier, whichever is applicable, that the eligible end-user has no Outstanding balance submitted to CRB by prospective Supplier no later than (7) days before the proposed switch date.</p> <p>Note that collection of arrears is covered by the DU's Agreement for Sale of Electric Energy which is effective until the termination of contract due. This will be replaced by the Connection Agreement, which has no commercial terms and conditions.</p> <p>Regarding proposed Section 2.8, if the Certification (under item a) is to be issued separately as proposed, may we suggest for IEMOP to issue prescribed template for uniformity. Comments on the template should first be</p> | <p>dispute of involved parties with the <i>Energy Regulatory Commission</i>.</p> <p>2.8 Within two (2) working days from the <i>Retail Customer's</i> action relative to clause 3.2.2.2, the <i>Network Service Provider</i> or the incumbent <i>Supplier</i> shall <u>sign a certification of no outstanding balance and provide the same to the Retail Customer. The Retail Customer shall furnish a copy of the certification to the new Supplier.</u></p> <p>a) Sign a certification of no outstanding balance and provide the same to the Retail Customer and new Supplier; or</p> <p>b) Execute a valid settlement agreement with the Retail Customer and provide a copy to the new Supplier.</p> | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
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| | | | <p><u>Provider or the incumbent Supplier shall:</u></p> <p><u>a) Sign the certification of no outstanding balance and provide the same to the Contestable Customer and the new Supplier; or</u></p> <p><u>b. Execute a valid settlement agreement with the Contestable Customer and provide a copy to the new Supplier.</u></p> | | <p>solicited so that it can consider inputs from relevant market participants.</p> <p>For item (b), we recommend that the Settlement Agreement should be between the Retail Customer and NSP/incumbent supplier only. Thus, there is no need to include this in the market manuals. The execution and conditions of such agreement shall be indicated in the Certification issued by NSP/incumbent supplier to prospective Supplier.</p> <p><i>We reiterate our detailed discussion on this item in our general comment.</i></p> | | | |
| Switching Procedures | II.3.1.1 | 3.1.1. Once all requirements are met, an accomplished switch request form shall be | 3.1.1. Once all requirements are met, an accomplished switch request form shall be submitted by the new Supplier shall submit the | <i>Note: The Retail Manual on Market Transactions Procedures governs</i> | Considering that (a) the requirement under existing regulations is for the customer to pay its outstanding obligations before it is allowed to switch; and (b) switch requests | Relative to the condition for switch under Clause II.2.3.3 of this manual, the new Supplier shall also submit a Certification that the Retail Customer has no outstanding | | |

Retail Manual on Market Transactions Procedures

| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment <u>(in bold red underlined font)</u> | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
|-------|---------|---|---|---|---|---|----------------------|---------------|
| | | submitted by the new Supplier <u>shall submit the switch request</u> to the Central Registration Body not later than seven (7) working days before the proposed switch effective date. The switch request form shall <u>be electronically filled out and shall</u> include an attestation duly signed by <u>a confirmation by the authorized representatives of the following:</u> | <u>switch request</u> to the Central Registration Body not later than seven (7) working days before the proposed switch effective date. The switch request form shall <u>be electronically filled out and shall</u> include an attestation duly signed by <u>a confirmation by the authorized representatives of the following:</u> a) The <i>Supplier</i> and the <i>Contestable Customer</i> of the existence of a <i>retail supply contract</i> between the two parties, and the term of the <i>retail supply contract</i> including the effectivity dates; The <i>Supplier</i> or the <i>Contestable Customer</i> , as | <i>transactions between Retail Electricity Suppliers and Contestable Customers as defined in Chapter 1 of the manual.</i> The proposed amendments aim to provide other options for the new Supplier and the Contestable Customer to fulfill the switch condition under Clause II.2.3.3. aside from | presume that customer is eligible to switch, then it cannot be said that the submission of such request is “unreasonably prevented” if no certification has been provided in the meantime, pending compliance by customer of the requirement. In addition, it is sensible to afford Network Service Providers and/or Incumbent Suppliers reasonable time, as prescribed in the existing Retail Manual for Market Transaction Procedures, to verify from their records whether or not the customer has any outstanding obligations. The submission of an undertaking signed by the Retail Customer (as proposed under Section 3.1.1.c) is self-serving considering that only the Network Service Provider and/or Incumbent Supplier can certify that the Retail | <u>balance signed by the Network Service Provider or incumbent Supplier</u> either of the following <u>seven (7) working days prior to the proposed effective date:</u> a) _____ Certification that the Retail Customer has no outstanding balance signed by the Network Service Provider or incumbent Supplier; b) _____ Copy of valid settlement agreement signed by the Retail Customer and the Network Service Provider or incumbent Supplier; or c) _____ Undertaking signed by the Retail Customer that it has no outstanding balance with the Network Service Provider or incumbent Supplier, provided that the Network Service Provider or incumbent Supplier shall | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|--|---|---|---|----------------------|---------------|
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| | | <p>a) The <i>Supplier</i> and the <i>Contestable Customer</i> of the existence of a <i>retail supply contract</i> between the two parties, and the term of the <i>retail supply contract</i> including the effectivity dates;</p> <p>b) The <i>Supplier</i> or the <i>Contestable Customer</i>, as applicable, and the relevant <i>Distribution Utility or Network Service Provider</i> of the existence of a valid wheeling service agreement covering the <i>Contestable Customer</i>; and</p> | <p>applicable, and the relevant <i>Distribution Utility or Network Service Provider</i> of the existence of a valid wheeling service agreement covering the <i>Contestable Customer</i>; and</p> <p>The <i>Supplier</i> or the <i>Contestable Customer</i>, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a valid metering services agreement covering the <i>Contestable Customer</i>; and</p> <p>d) The incumbent Supplier or, if not served by a Supplier, the relevant Distribution Utility that the Contestable Customer has no outstanding balance.</p> | <p>submission of a certification of no outstanding balance.</p> <p>Thus, the proposed amendments allow the CRB to provisionally accept a signed undertaking by the Contestable Customer during the submission of the switch request which shall be subject to confirmation by the Network Service</p> | <p>Customer has no outstanding balance. This is recognized in the proposed provision since the NSP or Incumbent Supplier is required to provide confirmation three (3) working days before the switch date. It is unclear what would happen if the NSP or Incumbent Supplier failed to provide a confirmation prior to the switch. Would the CRB take the Retail Customer's undertaking on its face value?</p> <p>On the other hand, what would happen if the customer submitted an undertaking and the NSP or Supplier did not confirm the same? Which would prevail? Since the regulation provides that the outstanding balance must be paid, regardless if under dispute, then the NSP or Incumbent Supplier's certification should prevail.</p> <p>Consistent with our comment on Section 3.2.1.9, we</p> | <p>provide confirmation of such undertaking to the Central Registration Body three (3) working days prior to the proposed switch date.</p> | | |

Retail Manual on Market Transactions Procedures

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|-------|---------|--|---|---|---|---------------------------------------|----------------------|---------------|
| | | <p>service agreement covering the <i>Contestable Customer</i>;</p> <p>c) The <i>Supplier</i> or the <i>Contestable Customer</i>, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a <u>valid</u> metering services agreement covering the <i>Contestable Customer</i>; and</p> <p>d) The incumbent <i>Supplier</i> or, if not served by a <i>Supplier</i>, the relevant</p> | <p><u>Relative to the condition for switch under Clause II.2.3.3 of this manual, the new Supplier shall also submit either of the following seven (7) working days prior to the proposed effective date:</u></p> <p><u>a) Certification that the Contestable Customer has no outstanding balance signed by the Network Service Provider or incumbent Supplier;</u></p> <p><u>b) Copy of valid settlement agreement signed by the Contestable Customer and the Network Service Provider or incumbent Supplier; or</u></p> | <p>Provider or the incumbent Supplier prior to the proposed switch date. This way, the new Supplier and Contestable Customer will not be unreasonably prevented from submitting a switch request while the Network Service Provider or incumbent Supplier still has the opportunity to contest switching of Customers</p> | <p>recommend that the Settlement Agreement (under item b) should be between the Retail Customer and NSP/incumbent supplier only. The execution and conditions of such agreement shall be indicated in the Certification issued by NSP/incumbent supplier to prospective Supplier.</p> | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|---|---|--|----------|---------------------------------------|----------------------|---------------|
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| | | <p><i>Distribution Utility</i> that the <i>Contestable Customer</i> has no outstanding balance.</p> <p><u>The Central Registration Body may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</u></p> <p>The <i>Supplier</i> or <i>Contestable Customer</i> registering as a <i>Direct WESM Member</i> shall also</p> | <p><u>c) Undertaking signed by the Contestable Customer that it has no outstanding balance with the Network Service Provider or incumbent Supplier, provided that the Network Service Provider or incumbent Supplier shall provide confirmation of such undertaking to the Central Registration Body three (3) working days prior to the proposed switch date.</u></p> <p><u>The Central Registration</u></p> | with unpaid balances in a timely manner. | | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
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| | | <p>submit the projected metering quantities and the percentage that will be purchased from the WESM by the Contestable Customer, as applicable.</p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the electronic-based switching process, it is understood that the electronic-based switching shall take effect no later than fifteen (15) days</u></p> | <p><u>Body may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</u></p> <p>The Supplier or Contestable Customer registering as a Direct WESM Member shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the Contestable Customer, as applicable.</p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the electronic-based switching process, it is</u></p> | | | | | |

| Retail Manual on Market Transactions Procedures | | | | | | | | |
|---|---------|--|---|-----------|----------|---------------------------------------|----------------------|---------------|
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| | | <u>from the date of issuance of the audit software certificate of the system enhancements.</u> | <u>understood that the electronic-based switching shall take effect no later than fifteen (15) days from the date of issuance of the audit software certificate of the system enhancements.</u> | | | | | |

C. Retail Manual on Green Energy Option Program Procedures

| Retail Manual on Green Energy Option Program Procedures | | | | | | | | |
|---|---------|--|---|-----------|---|---------------------------------------|----------------------|---------------|
| Title | Section | RCC & PEM Board-approved General Amendments (RCC Reso. No. 2022-07) | Proposed Amendment (in bold red underlined font) | Rationale | Comments | Proposed Re-wording based on Comments | Proponent's Response | RCC Agreement |
| | | | | | <p>We would like to request clarification on the following statement from the proponent:</p> <p><i>“With these rule change recommendations, we hope to mitigate unreasonable withholding of Retail Customers’ ability to switch to new Suppliers by enabling prospective Suppliers to initiate switch requests while providing Network Service Providers/incumbent Suppliers the opportunity to contest switching of Customers with</i></p> | | | |

| Retail Manual on Green Energy Option Program Procedures | | | | | | | | |
|---|---------|--|---|-----------|---|---------------------------------------|----------------------|---------------|
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| | | | | | <p><i>unpaid balances in a timely manner."</i></p> <p>May if we ask there is a study on the root cause of the delay cited in this proposal? An in-depth assessment of the current situation will allow stakeholders to see if the proposed rules change properly addresses the causes of the delays. If the delay is due to the customer having unsettled/outstanding obligations with the Network Service Provider and/or Incumbent Supplier, then the proper solution is to settle the obligation—not rules change.</p> <p>Also, the timetable for the issuance of the Certification of No Outstanding Obligation is already provided in the Retail Manual for Market</p> | | | |

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| | | | | | <p>Transaction Procedures (Section 3.1.1). If the certification is indeed being unreasonably withheld, the affected Retail Customer may elevate the matter to ERC.</p> <p>We respectfully point out that the Retail Rules should be interpreted and read alongside the relevant ERC issuances, such as ERC Resolution No. 9, Series of 2018 ("Supplemental Switching Rules") and ERC Resolution No. 8, Series of 2021 ("GEOP Rules"), which provide the legal framework for the implementation of Retail Competition and Open Access (RCOA) and Green Energy Option Program (GEOP). Thus, any proposed amendment should be consistent and aligned with the ERC rules. In particular, ERC's</p> | | | |

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| | | | | | <p>Supplemental Switching Rules provide the procedure for switching and billing of contestable customers.</p> <p>Section 1(a) of the said ERC Supplemental Switching Rules unequivocally states that, <u>“No contestable customer shall be allowed to Switch or be supplied by a new RES or SOLR should it have an outstanding balance with its Network Service Provide, in case of initial switch, or its incumbent RES. Whether under dispute or not, the Contestable Customer shall be required to settle its outstanding balance prior to Switching.”</u></p> <p>It is clear that the contestable customer is expected to fully satisfy its</p> | | | |

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| | | | | | <p>obligations to the Network Service Provider before it may be allowed to switch <u>whether the outstanding obligation is disputed by the contestable customer or not.</u></p> <p>Thus, the proposed amendments pose the following major concerns:</p> <p>7. It is not consistent with Section 1(a) of the Supplemental Switching Rules.</p> <p>8. The mere execution of a valid settlement agreement as fulfillment for the condition under Clause 3.2.1.3(c) of the Retail Rules defeats the purpose and intention for such clause.</p> <p>Clause 3.2.1.3(c) is clear that the contestable customer</p> | | | |

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| | | | | | <p>should have no financial obligations to the NSP.</p> <p>A valid settlement agreement cannot be considered as full satisfaction of a contestable customer's outstanding balance.</p> <p>9. If required as an alternative, the NSP/DU shall be placed at the mercy of the contestable customer's willingness to satisfy the terms and conditions of the settlement agreement. It is clear from the ERC Supplemental Switching Rules that the intention is for the contestable customer to fully pay its obligations. In contrast, the proposed amendment now imposes an additional responsibility and</p> | | | |

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| | | | | | <p>lookout on the part of the DU/NSP to ensure that the contestable customer is able to settle its obligations within the terms and conditions of the settlement agreement.</p> <p>10. The alternative of the execution of a valid settlement agreement will place no incentive on the part of the contestable customer to fully settle its obligations to the NSP/DU.</p> <p>11. A settlement agreement would unnecessarily burden the DU/NSP with respect to negotiating the terms and conditions of every single contestable customer who avails of this alternative.</p> | | | |

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| | | | | | Ultimately, considering that the settlement agreement will have to be carefully negotiated (which belies proposal to have the settlement agreement executed within 2 days), it will have the consequence of further delaying the switch of the contestable customer. | | | |
| CUSTOMER TRANSFER | 3 | <u>3.2 OVERVIEW</u> <u>3.2.1 The commercial transfer of the electricity supply of a GEOP End-User shall be facilitated by the prospective Renewable Energy Supplier through the submission of a switch request.</u> | <u>3.2 OVERVIEW</u> <u>3.2.1 The commercial transfer of the electricity supply of a GEOP End-User shall be facilitated by the prospective Renewable Energy Supplier through the submission of a switch request.</u> <u>3.2.2 In the case of a last resort event, the</u> | <i>Note: The Retail Manual on Green Energy Option Program Procedures governs transactions between Renewable Energy Suppliers and GEOP End-Users as defined in Section 1.2</i> | Under the proposed Section 3.2.3.4, it is the GEOP End-User that submitted a request for a certification of no outstanding balance from its NSP or incumbent Supplier, copy furnished the CRB and prospective Supplier. However, in proposed Section 3.2.3.5, the NSP or incumbent Supplier, in notifying or responding to the GEOP End-User, is required to furnish a copy of such notice to the CRB | 3.2.3.5 The Network Service Provider or the incumbent Supplier shall notify the GEOP End-User of any unpaid balance within two (2) working days from receipt of the GEOP End-User's request and furnish a copy of the notice to the Central Registration Body and the prospective Renewable Energy Supplier <u>The GEOP End-User shall furnish a copy of the notice to the CRB and the prospective Renewable Energy Supplier.</u> | | |

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| | | <u>3.2.2 In the case of a last resort event, the Central Registration Body shall facilitate the transfer of the GEOP End-User to the Supplier of Last Resort.</u> | <u>Central Registration Body shall facilitate the transfer of the GEOP End-User to the Supplier of Last Resort.</u> <u>3.2.3 A Renewable Energy Supplier may submit a switch request to the Central Registration Body if all of the following conditions are met:</u> <u>a) the end-user has settled its financial obligations with its Distribution Utility, if the end-user is switching from a Distribution Utility, or its incumbent Supplier;</u> | <i>of the manual.</i> Transferred original clause 3.3.1 to clause 3.2.3 of Section 3.2 for consistency with the format used in the Retail Rules and Retail Manual on Market Transaction Procedures. The proposed amendments intend to introduce a pre-switching | and the prospective Supplier. Absent any authority or consent from the Retail Customer, the NSP or incumbent Supplier is precluded from providing information on the outstanding balance, if any, of the Retail Customer as the Retail Customer may regard such information as confidential in nature which may affect its leverage in negotiating its RSCs with Suppliers. Regarding Section 3.2.3.6, it should be noted that the following issuances <ul style="list-style-type: none">- ERC Resolution No. 9 series of 2018 Art II, Section 1,- GEOP Rules Art II, Section 4.4; and- Section 3.2.1.3 of the Retail Rules as amended by DOE Department Circular No. DC2021-06-0012 | <u>3.2.3.6 Within two (2) working days from receipt of the Network Service Provider or the incumbent Supplier's notice, the GEOP End-User shall settle the unpaid balance with the Network Service Provider or the incumbent Supplier.</u> a) Settle the unpaid balance with the Network Service Provider or the incumbent Supplier; or b) Initiate a settlement agreement with the Network Service Provider or the incumbent Supplier Provided that any action undertaken under this clause shall be without prejudice to filing of dispute of involved parties with the Energy Regulatory Commission. <u>3.2.3.7 Within two (2) working days from the GEOP End-User's action relative to clause 2.7, the Network</u> | | |

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| | | | <p>b) <u>the end-user has entered into a GEOP Supply Contract with a Renewable Energy Supplier;</u></p> <p>c) <u>the end-user has entered into a valid Metering Services Agreement with a registered Retail Metering Service Provider; and</u></p> <p>d) <u>if applicable, the</u></p> | <p>procedure that GEOP End-Users may follow to facilitate the timely compliance with the “no outstanding obligation” requirement pursuant to Clause 3.2.3.a</p> <p>Aside from outright payment of outstanding balance, we propose that execution of a valid settlement agreement be considered as fulfillment of switch condition</p> | <p>generally provide that a contestable customer or an eligible End-user shall be required to settle outstanding balance prior to switching and that the Switch Request Form includes a confirmation from the DU or incumbent supplier, whichever is applicable, that the eligible end-user has no Outstanding balance submitted to CRB by prospective Supplier no later than (7) days before the proposed switch date.</p> <p>Note that collection of arrears is covered by the DU’s Agreement for Sale of Electric Energy which is effective until the termination of contract due. This will be replaced by the Connection Agreement, which has no commercial terms and conditions.</p> | <p><i>Service Provider or the incumbent Supplier shall sign a certification of no outstanding balance and provide the same to the GEOP End-User. The GEOP End-User shall furnish a copy of the certification to the new Supplier.;</i></p> <p>a) Sign the certification of no outstanding balance and provide the same to the GEOP End-User and the new Supplier; or</p> <p>b) Execute a valid settlement agreement with the GEOP End-User and provide a copy to the new Supplier.</p> | | |

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| | | | <u>Renewable Energy Supplier has entered into a valid Wheeling Services Agreement with the Distribution Utility or Network Service Provider covering the end-user, or in case the end-user enrolls in dual billing, the end-user has entered into a Wheeling Services Agreement with the Distribution Utility.</u> | under Clause 3.2.3.a to mitigate or avoid a situation where the GEOP End-User is unreasonably prevented from switching to a new Renewable Energy Supplier due to inability to provide the requirement. | Regarding proposed Section 3.2.3.7, if the Certification (under item a) is to be issued separately as proposed, may we suggest for IEMOP to issue prescribed template for uniformity. Comments on the template should first be solicited so that it can consider inputs from relevant market participants. For item (b), we recommend that the Settlement Agreement should be between the Retail Customer and NSP/incumbent supplier only. Thus, there is no need to include this in the market manuals. The execution and conditions of such agreement shall be indicated in the Certification issued by NSP/incumbent supplier to prospective Supplier. | | | |

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| | | | <u>3.2.3.4 Relative to the condition for switch under Clause 3.2.3.a of this manual, the <i>GEOP End-User</i> may submit a request for certification of no outstanding balance from its <i>Network Service Provider</i>, for initial switch, or from its incumbent <i>Supplier</i>, for regular switch, at least fourteen (14) working days prior to the proposed effective switch date and furnish a copy of the request to the <i>Central Registration Body</i> and the prospective <i>Renewable Energy Supplier</i>.</u> <u>3.2.3.5 The <i>Network Service Provider</i> or the incumbent</u> | | <i>We reiterate our detailed discussion on this item in our general comment.</i> | | | |

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| | | | <p><u>Supplier shall notify the GEOP End-User of any unpaid balance within two (2) working days from receipt of the GEOP End-User's request and furnish a copy of the notice to the Central Registration Body and the prospective Renewable Energy Supplier.</u></p> <p><u>3.2.3.6 Within two (2) working days from receipt of the Network Service Provider or the incumbent Supplier's notice, the GEOP End-User shall:</u></p> <p>a) <u>Settle the unpaid balance with the Network Service Provider or the</u></p> | | | | | |

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| | | | <u>incumbent Supplier; or</u> <u>b) Initiate a settlement agreement with the Network Service Provider or the incumbent Supplier</u> <u>Provided that any action undertaken under this clause shall be without prejudice to filing of dispute of involved parties with the Energy Regulatory Commission.</u> <u>3.2.3.7 Within two (2) working days from the GEOP End-User's action relative to clause 2.7, the Network Service Provider or the</u> | | | | | |

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| | | | <u>incumbent Supplier shall:</u> a) <u>Sign the certification of no outstanding balance and provide the same to the GEOP End-User and the new Supplier, or</u> b) <u>Execute a valid settlement agreement with the GEOP End-User and provide a copy to the new Supplier.</u> | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.1 A Renewable Energy Supplier may submit a switch request to the Central Registration Body if all of the following</u> | 3.3.1 A Renewable Energy Supplier may submit a switch request to the Central Registration Body if all of the following conditions are met: | Transferred original clause 3.3.1 to clause 3.2.3 of Section 3.2 for consistency with the | | | | |

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| | | <p>conditions are met:</p> <p><u>the end-user has settled its financial obligations with its Distribution Utility, if the end-user is switching from a Distribution Utility, or its incumbent Supplier;</u></p> <p><u>the end-user has entered into a GEOP Supply Contract with a Renewable</u></p> | <p>the end-user has settled its financial obligations with its Distribution Utility, if the end-user is switching from a Distribution Utility, or its incumbent Supplier;</p> <p><u>the end-user has entered into a GEOP Supply Contract with a Renewable Energy Supplier;</u></p> <p>the end-user has entered into a valid Metering Services Agreement with a registered Retail Metering</p> | format used in the Retail Rules and Retail Manual on Market Transaction Procedures. | | | | |

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| | | <u>Energy Supplier;</u> the end-user has entered into a valid <u>Metering Services Agreement with a registered Retail Metering Services Provider;</u> and if applicable, the <u>Renewable Energy Supplier</u> has entered into a valid <u>Wheeling Services Agreement with the Distribution Utility or Network Service Provider</u> covering the end-user, or in case the end-user enrolls in dual billing, the end- | <u>Services Provider;</u> and if applicable, the <u>Renewable Energy Supplier</u> has entered into a valid <u>Wheeling Services Agreement with the Distribution Utility or Network Service Provider</u> covering the end-user, or in case the end-user enrolls in dual billing, the end-user has entered into a <u>Wheeling Services Agreement with the Distribution Utility.</u> | | | | | |

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| | | <u>user has entered into a Wheeling Services Agreement with the Distribution Utility.</u> | | | | | | |
| | | <u>3.3.2 Once all the conditions set forth in Clause 3.3.1 are met, the new Renewable Energy Supplier shall submit the switch request to the Central Registration Body, copy furnished its Network Service Provider, not later than seven (7) working days prior to the proposed switch effective date.</u> | 3.3.2 <u>3.3.1 Once all the conditions set forth in Clause 3.3.1 3.2.3 are met, the new Renewable Energy Supplier shall submit the switch request to the Central Registration Body, copy furnished its Network Service Provider, not later than seven (7) working days prior to the proposed switch effective date.</u> | Renumbering due to changes in previous clauses | | | | |

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| CUSTOMER TRANSFER | 3 | <p><u>3.3.3 The switch request submitted under Section 3.3.2 shall be electronically filled out and shall include a confirmation by the authorized representatives of the following:</u></p> <p><u>the end-user has settled its financial obligations with the Distribution Utility or incumbent Supplier</u></p> <p><u>the Renewable Energy Supplier and the end-user on the existence of a GEOP Supply Contract between</u></p> | <p>3.3.3 <u>3.3.2 The switch request submitted under Section 3.3.2 shall be electronically filled out and shall include a confirmation by the authorized representatives of the following:</u></p> <p>a. the end-user has settled its financial obligations with the Distribution Utility or incumbent Supplier</p> <p><u>a. b. the Renewable Energy Supplier and the</u></p> | <p>Note: The Retail Manual on Green Energy Option Program Procedures governs transactions between Renewable Energy Suppliers and GEOP End-Users as defined in Chapter 1.2 of the manual.</p> <p>The proposed amendments aim to provide other options for the new Renewable</p> | <p>Considering that actual settlement of obligations is required under regulations, and given elucidation thereon in previous comments, these cannot be deemed alternative requirements. Instead, it is respectfully submitted that (a) would suffice as only plausible proof (among these three options proposed) of customer's settlement of obligations.</p> | <p>Relative to the condition for switch under Clause 3.2.3.a of this manual, the new Renewable Energy Supplier shall also submit a <u>Certification that the GEOP End-User has no outstanding balance signed by the Network Service Provider or incumbent Supplier either of the following seven (7) working days prior to the proposed effective date:</u></p> <p>a) Certification that the GEOP End-User has no outstanding balance signed by the Network Service Provider or incumbent Supplier;</p> <p>b) Copy of valid settlement agreement signed by the GEOP End-User and the Network Service Provider or incumbent Supplier; or</p> <p>c) Undertaking signed by the GEOP End-User that it has</p> | | |

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| | | <u>said parties, including the term and effectivity date of the GEOP Supply Contract;</u> <u>the Renewable Energy Supplier and the relevant Distribution Utility or Network Service Provider on the existence of a valid wheeling service</u> | <u>end-user on the existence of a GEOP Supply Contract between said parties, including the term and effectivity date of the GEOP Supply Contract;</u> <u>b. 6. the Renewable Energy Supplier and the relevant Distribution Utility or Network</u> | Energy Supplier and the GEOP End-User to fulfill the switch condition under Clause 3.2.3.a aside from submission of a certification of no outstanding balance. Thus, the proposed amendments allow the CRB to provisionally accept a signed undertaking by the GEOP End-User during the submission | | no outstanding balance with the Network Service Provider or incumbent Supplier, provided that the Network Service Provider or incumbent Supplier shall provide confirmation of such undertaking to the Central Registration Body three (3) working days prior to the proposed switch date. | | |

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| | | <p><u>agreement covering the end-user;</u></p> <p>d. <u>the end-user and the registered Retail Metering Services Provider on the existence of a valid metering services agreement covering the end-user.</u></p> <p><u>The Central Registration Body may require submission of appropriate</u></p> | <p><u>Service Provider on the existence of a valid wheeling service agreement covering the end-user;</u></p> <p>c. <u>d. the end-user and the registered Retail Metering Services Provider on the existence of a valid metering services agreement covering the end-user.</u></p> | <p>of the switch request which shall be subject to confirmation by the Network Service Provider or the incumbent Supplier prior to the proposed switch date. This way, the new Renewable Energy Supplier and GEOP End-User will not be unreasonably prevented from submitting a switch request while the Network Service Provider or</p> | | | | |

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| | | <p><u>documentation to ensure the authorized representatives have authority to represent their respective organizations.</u></p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement electronic-based switching process, it is understood that the electronic-based switching shall take effect no later than fifteen (15) days from the date of issuance of the audit software certificate of the</u></p> | <p><u>Relative to the condition for switch under Clause 3.2.3.a of this manual, the new Renewable Energy Supplier shall also submit either of the following seven (7) working days prior to the proposed effective date:</u></p> <p>a) <u>Certification that the GEOP End-User has no outstanding balance signed by the Network Service Provider or incumbent Supplier;</u></p> <p>b) <u>Copy of valid settlement agreement signed by the GEOP End-User and the Network</u></p> | <p>incumbent Supplier still has the opportunity to contest switching of Customers with unpaid balances in a timely manner.</p> | | | | |

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| | | <u>system enhancements.</u> | c) <u>Service Provider or incumbent Supplier; or Undertaking signed by the GEOP End-User that it has no outstanding balance with the Network Service Provider or incumbent Supplier, provided that the Network Service Provider or incumbent Supplier shall provide confirmation of such undertaking to the Central Registration Body three (3) working days prior to the proposed switch date.</u> | | | | | |

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| | | | <p><u>The Central Registration Body may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</u></p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement electronic-based switching process, it is understood that the electronic-based switching shall take effect no later than fifteen (15) days from the date of issuance of the audit software</u></p> | | | | | |

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| | | | <u>certificate of the system enhancements.</u> | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.4 In addition to the attestations in Section 3.3.3, the Renewable Energy Supplier shall submit the following documentary requirements set in Section 16.2 under ERC Resolution No. 08, Series of 2021:</u> <u>Switch Request Form;</u> <u>Copy of Renewable Energy Supply Contract;</u> | 3.3.4 <u>3.3.3 In addition to the attestations in Section 3.3.3, the Renewable Energy Supplier shall submit the following documentary requirements set in Section 16.2 under ERC Resolution No. 08, Series of 2021:</u> <u>Switch Request Form;</u> <u>Copy of Renewable Energy Supply Contract;</u> <u>Copy of valid Wheeling Service Agreement;</u> | Renumbering due to changes in previous clauses | | | | |

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| | | <u>Copy of valid Wheeling Service Agreement;</u> <u>Copy of valid Metering Services Agreement;</u> <u>Connection Agreement between a GEOP End-User and its Network Service Provider;</u> <u>Prudential Requirements; and</u> <u>A verification executed by the Renewable Energy Supplier stating that the above-enumerated documents are authentic, and the contents thereof are true and correct.</u> | <u>Copy of valid Metering Services Agreement;</u> <u>Connection Agreement between a GEOP End-User and its Network Service Provider;</u> <u>Prudential Requirements; and</u> <u>A verification executed by the Renewable Energy Supplier stating that the above-enumerated documents are authentic, and the contents thereof are true and correct.</u> | | | | | |

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| CUSTOMER TRANSFER | 3 | <u>3.3.5 Upon receipt of a switch request, the Central Registration Body shall immediately evaluate the completeness of the requirements under Clause 3.3.3. The Central Registration Body shall notify the Renewable Energy Supplier and the GEOP End-User, of any deficiencies, if any, within two (2) working days from its receipt of the switch request.</u> | 3.3.5 3.3.4 <u>Upon receipt of a switch request, the Central Registration Body shall immediately evaluate the completeness of the requirements under Clause 3.3.3. 3.3.2. The Central Registration Body shall notify the Renewable Energy Supplier and the GEOP End-User, of any deficiencies, if any, within two (2) working days from its receipt of the switch request.</u> | Renumbering due to changes in previous clauses | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.6 All deficiencies,</u> | 3.3.6 3.3.5 <u>All deficiencies, except</u> | Renumbering due to changes in | | | | |

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| | | <u>except those relating to metering requirements, in the switch request submission shall be completed by the Renewable Energy Supplier and the GEOP End-User within two (2) working days from the receipt of the Central Registration Body's notice. Thereafter, the Central Registration Body shall complete its evaluation no more than two (2) business days from receipt of the complete submissions. The aforementioned</u> | <u>those relating to metering requirements, in the switch request submission shall be completed by the Renewable Energy Supplier and the GEOP End-User within two (2) working days from the receipt of the Central Registration Body's notice. Thereafter, the Central Registration Body shall complete its evaluation no more than two (2) business days from receipt of the complete submissions. The aforementioned procedure shall likewise apply to regular switching from one Renewable</u> | previous clauses | | | | |

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| | | <u>procedure shall likewise apply to regular switching from one Renewable Energy Supplier to another.</u> | <u>Energy Supplier to another.</u> | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.7 If the deficiency pertains to the metering requirements, the relevant Retail Metering Services Provider shall complete the requirements within fifteen (15) working days from its receipt of notice.</u> <u>For cases which requires</u> | <u>3.3.7 3.3.6 If the deficiency pertains to the metering requirements, the relevant Retail Metering Services Provider shall complete the requirements within fifteen (15) working days from its receipt of notice.</u> <u>For cases which requires scheduling of service interruption on the part of the</u> | Renumbering due to changes in previous clauses | | | | |

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| | | <u>scheduling of service interruption on the part of the <i>GEOP End-User</i>, the completion will be based on the agreed date of execution with the <i>GEOP End-User</i>.</u> | <u><i>GEOP End-User</i>, the completion will be based on the agreed date of execution with the <i>GEOP End-User</i>.</u> | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.8 If the <i>Central Registration Body</i> determines that the <i>GEOP End-User</i> has incomplete customer information as required under Section 2.5.2 of this Manual, the <i>Central Registration Body</i> shall notify the</u> | <u>3.3.8 3.3.7 If the <i>Central Registration Body</i> determines that the <i>GEOP End-User</i> has incomplete customer information as required under Section 2.5.2 of this Manual, the <i>Central Registration Body</i> shall notify the relevant Network Service Provider to provide the necessary information within two (2) working days from</u> | Renumbering due to changes in previous clauses | | | | |

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| | | <u>relevant Network Service Provider to provide the necessary information within two (2) working days from the receipt of the notification.</u> | <u>the receipt of the notification.</u> | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.9 If the deficiencies in the application or requirements are not rectified within the prescribed timeframes, the Central Registration Body shall notify the Renewable Energy Supplier, the incumbent Supplier and the Distribution Utility or Network Service Provider, within three (3)</u> | <u>3.3.9 3.3.8 If the deficiencies in the application or requirements are not rectified within the prescribed timeframes, the Central Registration Body shall notify the Renewable Energy Supplier, the incumbent Supplier and the Distribution Utility or Network Service Provider, within three (3) working days that the processing of the</u> | Renumbering due to changes in previous clauses | | | | |

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| | | <u>working days that the processing of the switch request shall not proceed. Such notification is without prejudice to refiling of a new request, provided all conditions will be met by the Renewable Energy Supplier and/or party required to comply.</u> | <u>switch request shall not proceed. Such notification is without prejudice to refiling of a new request, provided all conditions will be met by the Renewable Energy Supplier and/or party required to comply.</u> | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.10 Within two (2) working days from its confirmation that the prudential requirements, metering requirements, and customer information requirements are</u> | <u>3.3.10 3.3.9 Within two (2) working days from its confirmation that the prudential requirements, metering requirements, and customer information requirements are satisfied, the Central Registration Body</u> | Renumbering due to changes in previous clauses | | | | |

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| | | <u>satisfied, the Central Registration Body shall approve the switch request and shall notify the following of the confirmation of the switch request, including the effective date of the switch:</u> a) <u>new Renewable Energy Supplier,</u> b) <u>the incumbent Supplier or Distribution Utility, as applicable;</u> c) <u>the Retail Metering Services Provider,</u> | <u>shall approve the switch request and shall notify the following of the confirmation of the switch request, including the effective date of the switch:</u> a) <u>new Renewable Energy Supplier,</u> b) <u>the incumbent Supplier or Distribution Utility, as applicable;</u> c) <u>the Retail Metering Services Provider,</u> d) <u>the relevant Distribution Utility or Network Service Provider, and</u> e) <u>GEOP End-User.</u> | | | | | |

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| | | <u>d)the relevant Distribution Utility or Network Service Provider, and</u> <u>e)GEOP End-User.</u> | | | | | | |
| CUSTOMER TRANSFER | 3 | <u>3.3.11 If the approved switch request is for the supply of a Renewable Energy Supplier to an end-user from a Network Service Provider, the Central Registration Body shall register the end-user as a GEOP End-User.</u> | 3.3.11 <u>3.3.10 If the approved switch request is for the supply of a Renewable Energy Supplier to an end-user from a Network Service Provider, the Central Registration Body shall register the end-user as a GEOP End-User.</u> | Renumbering due to changes in previous clauses | | | | |