

RDS-RRDSD-RegMD-RRA-2023-014
9 January 2023

ATTY. JESUSITO G. MORALLOS

Chairperson, Rules Change Committee (RCC)
Philippine Electricity Market Corporation
18/F Robinsons Equitable Tower
ADB Avenue, Ortigas Center, Pasig City

ATTENTION: MR. JOHN MARK S. CATRIZ

RCC Secretariat and Head of Market Assessment Group

SUBJECT: NGCP's INPUTS/COMMENTS ON THE PROPOSED AMENDMENTS RELATIVE TO THE IMPLEMENTATION OF THE ELECTRIC RETAIL AGGREGATION PROGRAM AND MAXIMUM AVAILABLE CAPACITY

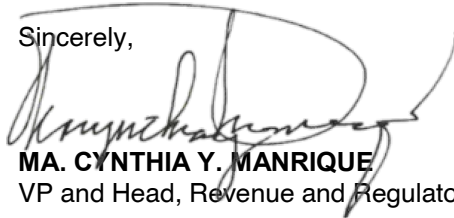
Dear **Chairperson Morallos**:

The National Grid Corporation of the Philippines (NGCP) would like to respectfully submit the attached matrices containing its inputs/comments on the following documents:

1. Proposed General Amendments to the Wholesale Electricity Spot Market (WESM) Rules, Retail Rules, and Market Manuals on the Implementation of the Electric Retail Aggregation Program;
 - 1.1 Agreements/amendments prescribed in RCC Resolution No. 2022-07 concerning the Proposed Amendments to Market Rules and Various Market Manuals, and Creation of Retail Manual on Green Energy Option Program (GEOP) Procedures for the Implementation of GEOP, which is still pending approval from the Department of Energy; and
2. Proposed General Amendments to the WESM Rules and Dispatch Protocol Manual regarding the Maximum Available Capacity.

Thank you and we hope for the Committee's consideration on this submission.

Sincerely,



MA. CYNTHIA Y. MANRIQUE
VP and Head, Revenue and Regulatory Affairs

Encl: *as stated*



ORCP-WR-RR-WM-RM-22-11
Date Received by RCC (as General Proposal): 23 Nov 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 is 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

I. 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



II. Amendment Information

Proposed Amendments to the (please tick the box):

☒ WESM Rules* ☒ Retail Rules*

☒ Market Manual: WESM Manual on Registration, Suspension and De-registration Criteria and Procedures Issue 12.1*
Retail Manual on Registration Criteria and Procedures Issue 3.1*
Retail Manual on Market Transactions Procedures Issue 3.1*
Retail Manual on Metering Standard and Procedures Issue 5.1*

** including pending revisions pursuant to RCC Resolution No. 2022-07*

Topic: Proposed Amendments on Implementation of the Electric Retail Aggregation Program

Proposed Classification of Amendments (please tick the box):

☒ General ☐ Minor ☐ Urgent

If Urgent, reason for urgency:



III. SUMMARY OF THE PROPOSED RULES CHANGE

Amendments to the WESM Rules, Retail Rules and various Market Manuals are proposed to harmonize existing rules with the issuances¹ on the implementation of the Electric Retail Aggregation Program.

IV. BACKGROUND

Pursuant to Section 31 and 43 of Republic Act No. 9136, or the Electric Power Industry Reform Act (EPIRA), and its Implementing Rules and Regulations, the ERC is mandated to implement the Retail Competition and Open Access (RCOA) allowing electricity end-users with at least the threshold level of monthly average peak demand to be in the contestable market. The EPIRA envisions that the threshold level for the contestable market shall be gradually reduced and, eventually, reach household demand level. With this, aggregators shall be allowed to supply electricity to end-users whose aggregate demand within a contiguous area meet the threshold.

The ERC Resolution No. 04, Series of 2022 designates the Central Registration Body to undertake the required processes, information technology, and other systems capable of handling customer switching and information exchange among retail electricity market participants.

The Retail Aggregation Program is conceptually similar to the RCOA that was already established through various issuances of the DOE and ERC as both are mechanisms for end-users to gain access to competitive supply.

V. THE PROPOSED RULES CHANGE

The proposed rules change aims to harmonize existing rules on retail transactions with the policies and regulations issued with respect to the implementation of the Retail Aggregation Program.

¹ ERC Resolution No. 4 Series of 2022 Rules for the Electric Retail Aggregation Program
Template version: 13 March 2020



The proposed rules change also intends to clarify procedures that will be applicable to Retail Aggregation participants for procedures not explicitly stated in ERC Resolution No. 04, Series of 2022. In relation to this, IEMOP has already sought clarification from ERC on various implementation matters through a letter dated 17 August 2022 and is awaiting ERC's response on the said letter.

The following is the summary of the proposed amendments to the WESM Rules, Retail Rules and relevant Market Manuals:

1. Updated the definition of "Supplier" to include Retail Aggregators
2. Updated the definition of "Retail Customers" to include Aggregated Group
3. Defined requirements for registration of new and registered entities wishing to participate in Retail Aggregation
4. Excluded Aggregated Members from Network Service Providers' submission of customer information with respect to end-users qualified to be Retail Customers
5. Applied same conditions, timeline and procedures for switching for Contestable Customers to Aggregated Groups
6. Specified procedures for opt-out procedures for Aggregated Members
7. Designation of a virtual metering installation as primary source of metering data for Aggregated Groups
8. Specified guidelines for aggregation of metering data to be complied with by the Retail Metering Services Providers

VI. 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 CEO

Robinson P. Descanzo – Chief Operating Officer

Sheryll M. Dy – OIC-Head of Legal Department

Template version: 13 March 2020



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

VII. CONCLUSIONS AND RECOMMENDATIONS

Amendments to the WESM Rules and various Market Manuals are proposed to align procedures with the policies and regulations on the implementation of the Electric Retail Aggregation Program, namely ERC Resolution No. 084, Series of 2022. It is recommended that the proposed amendments be adopted.

VIII. REFERENCES

1. WESM Rules
2. Retail Rules
3. WESM Manual on Registration, Suspension and De-registration Criteria and Procedures Issue 12.1
4. Retail Manual on Registration Criteria and Procedures Issue 3.1
5. Retail Manual on Market Transactions Procedures Issue 3.1
6. Retail Manual on Metering Standards and Procedures Issue 5.1
7. RCC Resolution No. 2022-07
8. ERC Resolution No. 04, Series of 2022

Template version: 13 March 2020

IX. Proposed General Amendments to the WESM Rules, Retail Rules and Market Manuals on the Implementation of the Electric Retail Aggregation Program

A. WESM Rules

WESM Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
<p><i>Please write general comments here, if any.</i></p> <p>Essentially, Retail Aggregators and RE Suppliers are Retail Electricity Suppliers (RES). These entities are clearly defined in the corresponding ERC Resolutions. Creating "Supplier" as an umbrella name for these three may further create confusion and deviation from the ERC issuances. Meanwhile, GEOP End-users and Aggregated Groups are essentially Contestable Customers. Creating an umbrella name under "Retail Customers" would mean that they are not Contestable Customers, who are clearly defined as customers having a choice of electricity supply. Moreover, defining "Retail Customers" as Contestable Customers, GEOP End-users and Aggregated Groups would exclude the customers in the captive market who are also retail customers.</p>						Retain "Contestable Customer" and create a term "General Contestable Customer" to refer to customers that have met the contestability threshold, or change Retail Customers to "Retail Market Customers".		
GLOSSARY	Chapter 11	<u>Retail Customer – An electricity end-user that is qualified to contract electricity supply from Suppliers in accordance with qualifications issued by the ERC. For avoidance of doubt, this shall refer to Contestable Customers that are allowed to participate in the Retail Competition Open Access as prescribed in the Act</u>	<u>Retail Customer – An electricity end-user that is qualified to contract electricity supply from Suppliers in accordance with qualifications issued by the ERC either in the capacity of a Contestable Customer, GEOP End-User or an Aggregated Group as prescribed in Republic Act No. 9513. For clarity, the term "Retail</u>	To harmonize definition of terminologies between WESM Rules and Retail Rules	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.	<u>Retail Contestable Customer – An electricity end-user that is qualified to contract electricity supply from Retail Electricity Suppliers, in accordance with qualifications issued by the ERC either in the capacity of a general Contestable Customer, a GEOP End-User or an Aggregated Group, as prescribed in Republic Act No. 9513. For clarity, the</u>		

WESM Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
		<u>and/or End- Users that are allowed to participate in the Green Energy Option Program as prescribed in the Renewable Energy Act of 2008 (RE Law).</u>	<u>Customer” shall collectively pertain to “Contestable Customer”, “GEOP End-User” and Aggregated Group unless the context requires that the term specifically refer to either a “Contestable Customer”, “GEOP End-User” or Aggregated Group.</u> For avoidance of doubt, this shall refer to Contestable Customers that are allowed to participate in the Retail Competition Open Access as prescribed in the Act and/or End- Users that are allowed to participate in the Green Energy Option Program as prescribed in the Renewable Energy Act of 2008 (RE Law).			<u>term “Contestable Customer” shall collectively pertain to a general “Contestable Customer”, “GEOP End-User” and “Aggregated Group” unless the context requires that the term specifically refer to either a general “Contestable Customer”, “GEOP End-User” or Aggregated Group</u>		
GLOSSARY	Chapter 11	Supplier. Any person or entity licensed by	Supplier. Any person or entity licensed by	To harmonize definition of	A Retail Aggregator and a Renewable Energy	<u>Retail Electricity</u> Supplier. Any person or		

WESM Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
		the ERC to sell, broker, market or aggregate electricity to End-users, and registered with the Market Operator as a Customer under clause 2.3.2	the ERC to sell, broker, market or aggregate electricity to End-users, <u>in the capacity of a Retail Electricity Supplier, Retail Aggregator and/or Renewable Energy Supplier.</u> and registered with the Market Operator as a Customer under clause 2.3.2	terminologies between WESM Rules and Retail Rules	Supplier are both Retail Electricity Suppliers. Perhaps "Supplier" can be revised to "Retail Electricity Supplier" based on ERC Resolution No. 1, Series of 2011	entity licensed by the ERC to sell, broker, market or aggregate electricity to End-users, <u>either in the capacity of a general Retail Electricity Supplier, Retail Aggregator, and/or Renewable Energy Supplier.</u> and registered with the Market Operator as a Customer under clause 2.3.2		

B. WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
Please write general comments here, if any.								
Level of Participation/Direct & Indirect WESM Membership	2.3.9	<u>2.3.9 An entity that is mandated to register in the WESM as an Indirect WESM Member may opt to participate as a GEOP End-User.</u>	2.1.1. 2.3.9 An entity that is mandated to register in the WESM as an Indirect WESM Member may opt to participate as a GEOP End-User. <u>A GEOP End-User that is connected to the transmission system shall register as an Indirect WESM Member.</u>	To clarify previously proposed Section 2.3.9	Noted			
Level of Participation/Direct & Indirect WESM Membership	(new)	(new)	<u>2.3.10 An Aggregated Group that is connected to the transmission system shall register as an Indirect WESM Member.</u>	Aggregated Groups are not required to register in the WESM per Article VI Section 7 of the ERC Reso No. 04, Series of 2022. Meanwhile, grid-connected customers are required to register in the WESM	Article VI, Section VII of the Resolution: "...Aggregated Members shall not be required to be registered as members, whether Direct and (sic) Indirect of the WESM." WESM Rules 2.2.4.2: No person or entity	<u>2.3.10 An Aggregated Group with at least one member that is connected to the transmission system shall register as an Indirect WESM Member.</u>		

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
				<p>pursuant to Section 2.2.4.2 of the WESM Rules.</p> <p>Limiting of WESM membership of Aggregated Groups can avoid situations where Aggregated Members are inadvertently exposed to WESM participation risks.</p>	<p>shall be allowed to inject or withdraw electricity from the grid unless that entity or person is a registered member of the WESM.</p> <p>WESM 2.3.2.1 A person or entity that engages in the activity of purchasing electricity supplied through the transmission system or a distribution system to a connection point may register with the Market Operator as a Customer.</p> <p>Since Aggregated Group is composed of different Aggregated Members, who may or may not be connected to the Grid, it may be more consistent if proposed provision pertains to the Aggregated Members.</p>			

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
REGISTRATION OF DIRECT WESM MEMBERS AND TRADING PARTICIPANTS - Customers	2.5.9.2	<p>2.5.9.2 Customers</p> <p>a) A person or entity that engages in the activity of purchasing electricity supplied through the <i>transmission system</i> or the <i>distribution system</i> to a connection point may register with the <i>Market Operator</i> as a <i>Customer</i>.</p> <p>b) The following are qualified to register as <i>Customer</i> –</p> <ul style="list-style-type: none"> ▪ <i>Distribution Utilities</i>, including private <i>distribution utilities</i>, <i>electric cooperatives</i> and local government utilities undertaking 	<p>2.5.9.2 Customers</p> <p>a) A person or entity that engages in the activity of purchasing electricity supplied through the <i>transmission system</i> or the <i>distribution system</i> to a connection point may register with the <i>Market Operator</i> as a <i>Customer</i>.</p> <p>b) The following are qualified to register as <i>Customer</i> –</p> <ul style="list-style-type: none"> ▪ <i>Distribution Utilities</i>, including private <i>distribution utilities</i>, <i>electric cooperatives</i> and local government 					

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
		<p>distribution of electricity.</p> <ul style="list-style-type: none"> Retail Electricity Suppliers that have been authorized to engage in retail electricity supply by the <i>ERC</i>, <i>provided</i>, <i>however</i>, that the RES may only register in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in the <i>WESM</i> and subject to relevant rules, regulations and issuances of the <i>ERC</i>. 	<p>utilities undertaking distribution of electricity.</p> <ul style="list-style-type: none"> Retail Electricity Suppliers that have been authorized to engage in retail electricity supply to <u>Contestable Customers</u> by the <i>ERC</i>, <i>provided</i>, <i>however</i>, that the RES may only register in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in the <i>WESM</i> and subject to 	To clarify that Retail Electricity Suppliers cater specifically to Contestable Customers	If a DU can supply RE and non-RE electricity to its native customers, why can't a RES supply to a contestable customer, an aggregated customer, and GEOP end-users? What is the advantage of having three (on top of a DU & a SOLR) different types of suppliers? Why can't there be just one type of supplier subject to the same rules for an aggregator and an RE supplier?			

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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		<ul style="list-style-type: none"><u>Renewable Energy Suppliers refers to suppliers that have been authorized by the ERC and DOE to engage in the provision or supply of electric power from renewable energy resources to End-Users participating in the Green Energy Option Program, provided, however, that the Renewable Energy Supplier may only register in the WESM upon</u>	<ul style="list-style-type: none"><u>Renewable Energy Suppliers refers to suppliers that have been authorized by the ERC and DOE to engage in the provision or supply of electric power from renewable energy resources to End-Users participating in the Green Energy Option Program GEOP End-Users, provided, however, that the Renewable</u>	To be consistent with usage of GEOP End-Users in other provisions in Retail Rules	Are Renewable Energy Suppliers also called RES?			

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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		<p><u>commencement of the Green Energy Option Program.</u></p> <ul style="list-style-type: none"> ▪ Bulk Users or End Users that are withdrawing electricity from the <i>transmission system</i> or from the <i>distribution system</i> which are permitted to trade in the <i>WESM</i> pursuant to prevailing rules, regulations and issuances promulgated by the <i>ERC</i>. It is provided, however, that Bulk/End Users connected through a 	<p><u>wable Energy Supplier may only register in the WESM upon commencement of the Green Energy Option Program.</u></p> <ul style="list-style-type: none"> ▪ Retail Aggregators refers to suppliers that have been authorized by the ERC to engage in consolidating electric power demand of End-Users for the purpose of purchasing ▪ Suppliers of Last Resort refers to entities designated by 	<p>Retail Aggregators are required to register in the WESM per Article IV Section 10 of the ERC Reso No. 04, Series of 2022</p> <p>To include Suppliers of Last Resort as entities eligible to register</p>	<p>Proposed revision based on ERC Resolution No. 4, Series of 2022.</p>	<ul style="list-style-type: none"> • Retail Aggregators refers to suppliers that have been authorized by the ERC to engage in consolidating electric power demand of End-Users for the purpose of purchasing and reselling electricity on a group basis. • Suppliers of Last Resort refers to entities 		

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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		<p>distribution system may only transact in the WESM upon declaration of retail competition and open access by and shall transact in the WESM and subject to relevant rules, regulations and issuances of the ERC. All references to the <i>Bulk</i> or <i>End Users</i> in this Manual are understood to be subject to the foregoing condition. In case of any conflict between this Manual and</p>	<p><u>the ERC to serve Retail Customers following a last resort supply event.</u></p> <ul style="list-style-type: none"> ▪ <i>Bulk Users or End Users</i> that are withdrawing electricity from the <i>transmission system</i> or from the <i>distribution system</i> which are permitted to trade in the WESM pursuant to prevailing rules, regulations and issuances promulgated by the ERC. It is provided, however, that Bulk/End Users 	in the WESM as Customer		<p><u>designated by the ERC to serve Retail Customers Contestable Customers following a last resort supply event.</u></p>		

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
		the provisions of relevant rules, regulations and other issuances of the <i>ERC</i> , the latter shall prevail. xxx	connected through a distribution system may only transact in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in the <i>WESM</i> and subject to relevant rules, regulations and issuances of the <i>ERC</i> . All references to the <i>Bulk</i> or <i>End Users</i> in this Manual are understood to be subject to the foregoing condition. In case of any conflict					

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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			<p>between this Manual and the provisions of relevant rules, regulations and other issuances of the ERC, the latter shall prevail.</p> <p>Xxx</p>					
ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS	3.5.1.4	3.5.1.4 Only WESM registered <u>Retail Electricity Suppliers</u> may enroll <i>Contestable Customers</i> <u>while only WESM registered Renewable Energy Suppliers may enroll Retail Customers under the Green Energy Option Program that are connected to the transmission system</u> with the <i>Market Operator</i> .	<p>3.5.1.4 <u>Enrollment of Retail Customers shall comply with the following guidelines:</u></p> <p>a) Only WESM registered <u>Retail Electricity Suppliers</u> may enroll <i>Contestable Customers</i> <u>with the Market Operator;</u></p> <p>b) <u>while only WESM registered Renewable Energy Suppliers may</u></p>	Restructured this section to include guidelines for enrollment of supply contracts involving Aggregated Groups	<p>Retail Customers include both the Captive and Contestable Customers (including GEOP EU and Aggregated Groups). Only the Contestable Customers (including GEOP EU and Aggregated Groups) are under the Retail Market.</p> <p>a) Agree</p> <p>b) Agree</p>	3.5.1.4 <u>Enrollment of Retail Customers in the Retail Market shall comply with the following guidelines:</u>		

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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			<p>enroll <u>Retail Customers under the Green Energy Option Program GEOP End-Users</u> that are connected to the <u>transmission system</u> with the Market Operator.</p> <p>c) <u>Only WESM registered Retail Aggregators may enroll Aggregated Groups that are connected to the transmission system with the Market Operator.</u></p>		<p>c) To be consistent with the previous comment.</p> <p>For clarification: Are aggregated groups connected to the "distribution" system also included?</p>	<p>c) <u>Only WESM registered Retail Aggregators may enroll Aggregated Groups with member/s that are connected to the transmission system with the Market Operator.</u></p>		
EFFECTS OF SUSPENSION	4.4.1	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM member</i> is ineligible to	4.4.1 From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM member</i> is ineligible to participate in the WESM. As such, the suspended <i>WESM member</i> shall be disconnected from the	To include Retail Aggregators	To be consistent with the previous comments	4.4.1 From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM member</i> is ineligible to participate in the WESM. As such, the suspended <i>WESM member</i> shall be		

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
		participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM member</i> is a Wholesale Aggregator, or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause Section 2.3.7 of this Manual.	transmission or distribution system to which its facilities are connected. If the suspended <i>WESM member</i> is a <i>Wholesale Aggregator</i> , a <i>Retail Electricity Supplier</i> , or a Renewable Energy Supplier , <u>or a Retail Aggregator</u> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause Section 2.3.7 of this Manual.			disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM member</i> is a <i>Wholesale Aggregator</i> , a <i>Retail Electricity Supplier</i> , or including a Renewable Energy Supplier , <u>or a Retail Aggregator</u> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause Section 2.3.7 of this Manual.		
EFFECTS OF DEREGISTRAT	5.6.2.2	5.6.2.2. If the deregistered <i>WESM</i>	5.6.2.2 If the deregistered <i>WESM member</i> is a	To include Retail Aggregators	To be consistent with the previous comments	5.6.2.2 If the deregistered <i>WESM member</i> is a		

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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ION		<i>member is a Wholesale Aggregator, or a Retail Electricity Supplier or a Renewable Energy Supplier acting as a Direct WESM Member counterparty to an Indirect WESM member and the latter does not comply with the requirements in Chapter II, Section 2.3.7 of this Manual, the facilities of the Indirect WESM member shall be disconnected.</i>	<i>Wholesale Aggregator, or a Retail Electricity Supplier, or a Renewable Energy Supplier or a Retail Aggregator acting as a Direct WESM Member counterparty to an Indirect WESM member and the latter does not comply with the requirements in Chapter II, Section 2.3.7 of this Manual, the facilities of the Indirect WESM member shall be disconnected.</i>			<i>Wholesale Aggregator, or a Retail Electricity Supplier, or including a Renewable Energy Supplier or a Retail Aggregator acting as a Direct WESM Member counterparty to an Indirect WESM member and the latter does not comply with the requirements in Chapter II, Section 2.3.7 of this Manual, the facilities of the Indirect WESM member shall be disconnected</i>		
GLOSSARY OF TERMS	Appendix A	(new)		Include definition of terminologies used in foregoing proposed amendments	Noted			
		Term	Definition					
		<u>Aggregated Group</u>	<u>End-users, the demand of which, has been consolidated and supplied by a Retail Aggregator to qualify for contestability under current rules</u>					

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement
			<u>issued by the DOE and the ERC.</u>					
GLOSSARY OF TERMS	Appendix A	(new)		Include definition of terminologies used in foregoing proposed amendments	To harmonize with ERC Resolution Nos. 1, Series of 2011 and 4, Series of 2022	<u>An electricity end user that belongs to the Contestable Market.</u> is certified by the ERC as having met the demand threshold for contestability as set out in the Act. Collectively, these end users make up the contestable market.		
		Term	Definition					
		<u>Contestable Customers</u>	<u>An electricity end user that is certified by the ERC as having met the demand threshold for contestability as set out in the Act. Collectively, these end users make up the contestable market.</u>					
GLOSSARY OF TERMS	Appendix A	(new)		Include definition of terminologies used in foregoing proposed amendments	Noted. Harmonized with ERC Resolution No. 8, Series of 2021			
		Term	Definition					
		<u>GEOP End-User</u>	<u>Any person or entity requiring the supply and delivery of electricity sourcing 100% of its electricity requirements from renewable energy resources for its own use.</u>					
GLOSSARY OF TERMS	Appendix A	(new)		Include definition of terminologies used	Noted. Harmonized			

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1												
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		<table><tr><td>Term</td><td>Definition</td></tr><tr><td><u>Renewable Energy Supplier</u></td><td><u>Any person or entity authorized by the ERC and the DOE to provide or supply electric power from renewable energy resources to the GEOP End-Users and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.3 of these Retail Rules.</u></td></tr></table>	Term	Definition	<u>Renewable Energy Supplier</u>	<u>Any person or entity authorized by the ERC and the DOE to provide or supply electric power from renewable energy resources to the GEOP End-Users and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.3 of these Retail Rules.</u>		in foregoing proposed amendments	with ERC Resolution No. 8, Series of 2021			
Term	Definition											
<u>Renewable Energy Supplier</u>	<u>Any person or entity authorized by the ERC and the DOE to provide or supply electric power from renewable energy resources to the GEOP End-Users and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.3 of these Retail Rules.</u>											
GLOSSARY OF TERMS	Appendix A	(new) <table><tr><td>Term</td><td>Definition</td></tr><tr><td><u>Retail Aggregator</u></td><td><u>A person or entity duly licensed by the ERC to engage in consolidating electric power demand of End-users for the purpose of purchasing and</u></td></tr></table>	Term	Definition	<u>Retail Aggregator</u>	<u>A person or entity duly licensed by the ERC to engage in consolidating electric power demand of End-users for the purpose of purchasing and</u>		Include definition of terminologies used in foregoing proposed amendments	Noted. Harmonized with ERC Resolution No. 4, Series of 2022.			
Term	Definition											
<u>Retail Aggregator</u>	<u>A person or entity duly licensed by the ERC to engage in consolidating electric power demand of End-users for the purpose of purchasing and</u>											

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
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			<u>reselling electricity on a group basis.</u>					
GLOSSARY OF TERMS	Appendix A	(new)		Include definition of terminologies used in foregoing proposed amendments	Disagree. Even captive customers are retail customers. GEOP EUs and Aggregated Groups are essentially Contestable Customers.	<u><i>Retail Contestable Customer – An electricity end-user that is qualified to contract electricity supply from <u>Retail Electricity Suppliers</u>, in accordance with qualifications issued by the ERC either in the capacity of a general Contestable Customer, a GEOP End-User or an Aggregated Group, as prescribed in Republic Act No. 9513. For clarity, the term “Contestable Customer” shall collectively pertain to a general “Contestable Customer”, “GEOP End-User” and “Aggregated Group” unless the context requires that the</i></u>		
		Term	Definition					
		<u>Retail Customer</u>	<u>An electricity end-user that is qualified to contract electricity supply from <i>Suppliers</i>, in accordance with qualifications issued by the ERC either in the capacity of a Contestable Customer, GEOP End-User or an <i>Aggregated Group</i> as prescribed in Republic Act No. 9513. For clarity, the term “Retail Customer” shall collectively pertain to “Contestable Customer”, “GEOP End-User” and <i>Aggregated Group</i> unless the context</u>					

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1												
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement				
			<u>requires that the term specifically refer to either a "Contestable Customer", "GEOP End-User" or Aggregated Group.</u>			<u>term specifically refer to either a general "Contestable Customer", "GEOP End-User" or Aggregated Group</u>						
GLOSSARY OF TERMS	Appendix A	(new) <table><tr><td>Term</td><td>Definition</td></tr><tr><td><u>Retail Electricity Supplier</u></td><td><u>Any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the Contestable Customers and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 and Clause 2.4.2.3 of these Retail Rules.</u></td></tr></table>	Term	Definition	<u>Retail Electricity Supplier</u>	<u>Any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the Contestable Customers and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 and Clause 2.4.2.3 of these Retail Rules.</u>		Include definition of terminologies used in foregoing proposed amendments	For clarification: So a RES is also an aggregator?			
Term	Definition											
<u>Retail Electricity Supplier</u>	<u>Any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the Contestable Customers and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 and Clause 2.4.2.3 of these Retail Rules.</u>											

WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures Issue 12.1								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comment	Proposed Re-wording based on Comment	Proponent's Response	RCC Agreement

C. Retail Rules

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
Please write general comments here, if any.								
FRAMEWORK AND OBJECTIVES OF RETAIL COMPETITION AND THE RETAIL RULES	(new)	<u>1.3.5 Consistent with the Renewable Energy Act of 2008, the Green Energy Option Program (GEOP) promotes renewable energy by providing end-users a mechanism to source their electricity supply from renewable energy resources.</u>	<u>1.3.5 Upon commencement of retail aggregation, aggregators shall be allowed to supply electricity to end-users whose aggregate demand within a contiguous area meets the threshold for contestability subject to compliance with the requirements under relevant rules issued by the ERC and this Rules.</u>	To provide framework for inclusion of Retail Aggregation in the Retail Rules	1.3.5 Noted			
		<u>1.3.6 Upon commencement of the Green Energy Option Program, qualified GEOP End- Users may transact with licensed and registered Renewable Energy Suppliers to participate in the GEOP.</u>	1.3.6 <u>1.3.5 Consistent with the Renewable Energy Act of 2008, the Green Energy Option Program (GEOP) promotes renewable energy by providing end-users</u>	Renumbered due to insertion of new clause 1.3.5	1.3.6 Noted			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p>a mechanism to source their electricity supply from renewable energy resources.</p> <p>1.3.7 1.3.6 Upon commencement of the <i>Green Energy Option Program</i>, <i>Contestable Customers</i> and other <i>End-Users</i> allowed under the <i>Rules on Green Energy Option Program</i> issued by the ERC may transact with <i>Renewable Energy Suppliers</i> to participate in the <i>GEOP</i>.</p>	Renumbered due to insertion of new clause 1.3.5	1.3.7 Noted			
CENTRAL REGISTRATION BODY	1.4.1	1.4.1.1 The <i>Central Registration Body</i> shall, generally and non-restrictively, have the following functions and responsibilities: a) Maintain a registry of all <i>Retail Customers</i> which	1.4.1.1 The <i>Central Registration Body</i> shall, generally and non-restrictively, have the following functions and responsibilities: a) Maintain a registry of all <i>Retail Customers</i> which include <i>Contestable Customers</i>	Rephrased into 1.4.1.1a) and 1.4.1.1b) and to delineate	1.4.1.1 a) Noted			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>include <i>Contestable Customers</i> and GEOP End-Users who have already been awarded a certificate of contestability by the ERC. <u>For each Retail Customer, the Central Registration Body shall indicate whether the Retail Customer is already registered with the Central Registration Body or if not, whether the Retail Customer has signified interest, through its Network Service Provider, to participate under retail competition or the Green Energy Option Program;</u></p> <p>b) Carry out customer switching between a Distribution Utility and a Supplier, and between Suppliers;</p>	<p>and GEOP End-Users who have already been awarded a certificate of contestability by the ERC. <u>For each Retail Customer, the Central Registration Body shall indicate whether the Retail Customer is already registered with the Central Registration Body or if not, whether the Retail Customer has signified interest, through its Network Service Provider, to participate under retail competition or the Green Energy Option Program;</u></p> <p>a) <u>Maintain a database of end-users who have qualified to participate as Contestable Customers and GEOP end-users in accordance with submission of Network Service Providers using the mode or form</u></p>	<p>maintenance of database of qualified CCs and GEOP End-Users from maintenance of database of registered Retail Customers (CCs, GEOP End-Users, Aggregated Groups)</p>	<p>For clarification: So a RES is also an aggregator?</p>			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>c) Determine gross energy settlement quantities of Contestable Retail Customers and Suppliers;</p> <p>d) Collect and manage metering data of Contestable Retail Customers from Retail Metering Services Providers;</p> <p>e) Allocate resources to enable it to perform its functions;</p> <p>f) Provide an information exchange amongst Retail Competition Participants; and</p> <p>g) Comply with rules and regulations as may be provided by ERC.</p>	<p><u>prescribed by the Central Registration Body. For each end-user, the Central Registration Body shall indicate whether the end-user has signified interest through its Network Service Provider, to participate under retail competition or the Green Energy Option Program;</u></p> <p>b) <u>Maintain a database of Retail Customers that have registered with the Central Registration Body;</u></p> <p>c) b) Carry out customer switching between a Distribution Utility and a Supplier, and between Suppliers;</p> <p>d) c) Determine gross energy settlement quantities of Contestable Retail Customers and Suppliers;</p>		<p>b) To be consistent with aforementioned comments</p>	<p>b) Maintain a database Retail <u>Customers of Contestable Customers including GEOP End-users and Aggregated Groups</u> that have registered with the <i>Central Registration Body</i>;</p> <p>c) Carry out customer switching between a Distribution Utility and a Retail Electricity Supplier, including RE</p>		

Retail Rules								
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			<p>e) e) Collect and manage metering data of Contestable <u>Retail Customers</u> from Retail Metering Services Providers;</p> <p>f) e) Allocate resources to enable it to perform its functions;</p> <p>g) f) Provide an information exchange amongst Retail Competition Participants; and</p> <p>h) g) Comply with rules and regulations as may be provided by ERC.</p>			<p>Suppliers and Retail Aggregators, and between <u>Retail Electricity</u> Suppliers;</p> <p>d) Determine gross energy settlement quantities of <u>Contestable Retail Customers, including GEOP EU and Aggregated Groups, and Retail Electricity Suppliers, including RE Suppliers and Retail Aggegators</u></p>		
REGISTRATIO N	(new)	(new)	<u>2.2.1 Retail Customers refer to end-users or groups of end-users that are eligible to contract with</u>	To make procedures that are already commonly applicable to CCs and GEOP End-Users also applicable to	Retail Customers include captive customers. Inserting new terminologies that are not reflective of their essential meaning will further	<u>2.2.1 Contestable Retail Customers – refer to end-users or groups of end-users that are eligible to contract with Retail</u>		

Retail Rules								
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			<p><u>Suppliers pursuant to applicable laws and rules. These include:</u></p> <p><u>2.2.1.1 Contestable Customers which are eligible to contract with Retail Electricity Suppliers;</u></p> <p><u>2.2.1.2 GEOP End-Users which are eligible to contract with Renewable Energy Suppliers;</u></p> <p><u>and</u></p> <p><u>2.2.1.3 Aggregated Groups which are eligible to contract with Retail Aggregators. For avoidance of doubt,</u></p>	<p>Aggregated Groups.</p> <p>Provisions that are only applicable to Aggregated Groups shall be specified accordingly</p>	<p>complicate manuals and rules. If new terms will be added for procedural purposes, the manuals should be adjusted in a holistic view. Essentially, GEOP EUs and Aggregated Groups are Contestable Customers by virtue of choice. They should be classified, generally, as such.</p>	<p><u>Electricity Suppliers pursuant to applicable laws and rules. These include:</u></p> <p><u>2.2.1.1 Contestable Customers - General which are eligible to contract with Retail Electricity Suppliers whose requirements will not be exclusively sourced from renewable energy resources;</u></p> <p><u>2.2.1.2. Contestable Customer - GEOP End-Users which are eligible to contract with Renewable Energy Suppliers; and</u></p> <p><u>2.2.1.3 Contestable</u></p>		

Retail Rules								
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			<u>Aggregated Members, by themselves, are not considered as Retail Customers unless such Aggregated Member is transferred to a Supplier of Last Resort.</u>			<u>Customer - Aggregated Groups which are eligible to contract with Retail Aggregators. For avoidance of doubt, Aggregated Members, by themselves, are not considered as Retail Customers unless such Aggregated Member is transferred to a Supplier of Last Resort.</u>		
REGISTRATION	2.2.1	<p>2.2.1 Eligibility of Retail Customers</p> <p>2.2.4 2.2.1.1 Contestable Customers</p> <p>- Contestability of electricity end users shall be certified by the ERC and only the end users that have been issued a certification of contestability or has been certified as such</p>	<p>2.2.2 2.2.1 Eligibility of Retail Customers to register and transact with the Central Registration Body shall be based on the following:</p> <p>2.2.1 2.2.1.1 Contestable Customers - Contestability of electricity end users shall be certified by the ERC and only the end users that have been</p>	<p>To specify eligibility requirements of Retail Customers including Aggregated Groups.</p> <p>While eligibility of End-Users to join RCOA or GEOP can be readily determined through data on average peak demand</p>	<p>ERC Resolution No. 20, Series of 2022 clearly provides that aggregation is initiated by the Retail Aggregator. In this case, it is imperative that the Retail Aggregator ensure that the Aggregated Group complies with the aggregation requirement. It is not clear, however, on whose responsibility</p>	<p>2.2.1 Eligibility of Retail Contestable Customers to register and transact with the Central Registration Body shall be based on the following:</p> <p>2.2.1.1. Contestable Customers-General</p> <p>- Issuance of certificate of</p>		

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		<p><u>under applicable laws or rules</u> may be registered and permitted to transact with the <i>Central Registration Body</i>, or, as a voluntary <i>Participant</i> in the <i>WESM</i>.</p> <p>2.2.1.2 GEOP End-Users – Electricity end-users that (a) have been identified by their respective <i>Distribution Utilities</i> to have met the criteria to participate in <i>Green Energy Option Program</i> pursuant to guidelines set by the <i>ERC</i> may be registered; and (b) permitted to transact with the <i>Central Registration Body</i>.</p>	<p>issued a certification of contestability or has been certified as such under applicable laws or rules may be registered and permitted to transact with the <i>Central Registration Body</i>, or, as a voluntary <i>Participant</i> in the <i>WESM</i>.</p> <p>2.2.1.2 GEOP End-Users – Electricity end-users that (a) have been identified by their respective <i>Distribution Utilities</i> to have met the criteria to participate in <i>Green Energy Option Program</i> pursuant to guidelines set by the <i>ERC</i> may be registered; and (b) permitted to transact with the <i>Central Registration Body</i>.</p> <p>2.2.2.1 Contestable Customers – Issuance of certificate of contestability by the <i>ERC</i> or monthly billing statement by the <i>Network Service Provider</i> indicating that the end-user</p>	<p>indicated in monthly bills, the same cannot be applied to End-Users wishing to participate in Retail Aggregation as there is no prescribed demand level for an end-user to join an Aggregated Group. Thus, it proposed that the Retail Aggregator shall be the one to certify eligibility of Aggregated Groups.</p>	<p>it is to certify in case where the end-users are the ones intending to consolidate their demand but they have no prospective Retail Aggregator yet.</p>	<p>contestability by the <i>ERC</i> or monthly billing statement by the <i>Network Service Provider</i> indicating that the end-user has qualified to be a <i>Contestable Customer</i> or such other certifications as may be allowed under applicable laws or rules. The foregoing certifications shall also allow the <i>Contestable Customer</i> to become a voluntary <i>Participant</i> in the <i>WESM</i>.</p> <p>2.2.1.2 Contestable Customers-GEOP End-Users – Issuance of monthly billing statement by the <i>Network Service Provider</i> indicating that the end-user has qualified to be a</p>		

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			<p><u>has qualified to be a Contestable Customer or such other certifications as may be allowed under applicable laws or rules. The foregoing certifications shall also allow the Contestable Customer to become a voluntary Participant in the WESM.</u></p> <p>2.2.2.2 <u>GEOP End-Users - Issuance of monthly billing statement by the Network Service Provider indicating that the end-user has qualified to be a GEOP End-User or such other certifications as may be allowed under applicable laws or rules.</u></p>			<p><u>GEOP End-User or such other certifications as may be allowed under applicable laws or rules.</u></p> <p>2.2.1.3 <u>Contestable Customers Aggregated Groups – Issuance of certification by the Retail Aggregator that the consolidated demand of the Aggregated Group has met the threshold for contestability and has fulfilled the criteria for aggregation within a contiguous area under applicable laws and rules.</u></p>		

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			<u>2.2.2.3 Aggregated Groups – Issuance of certification by the Retail Aggregator that the consolidated demand of the Aggregated Group has met the threshold for contestability and has fulfilled the criteria for aggregation within a contiguous area under applicable laws and rules.</u>					
REGISTRATION	2.2.2	2.2.2 Distribution utilities shall notify the <i>Central Registration Body</i> of any end user that has met the requirements to be certified become a <i>Contestable Customer</i> <u>and/or a End-User under the Green Energy Option Program</u> and shall provide the	<u>2.2.3</u> 2.2.2 Distribution utilities shall notify the <i>Central Registration Body</i> of any end user that has met the requirements to be certified become a <i>Contestable Customer</i> <u>and/or a GEOP End-User under the Green Energy Option Program</u> and shall provide the customer	Renumbering and to adopt GEOP End-User consistent with usage of term in other provisions of Retail Rules and Manuals		2.2.3 2.2.2 Distribution utilities shall notify the <i>Central Registration Body</i> of any end user that has met the requirements to be certified become a <u>general</u> <i>Contestable Customer</i> <u>and/or a GEOP End-User under the Green Energy Option Program</u> and shall		

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		customer information required in Section 2.3 of this Chapter 2. Upon such notice, the Central Registration Body shall secure confirmation from the ERC if such end user has been certified as contestable and, if so certified, shall maintain a record of the customer for registration and other purposes specified in these rules.	information required in Section 2.3 of this Chapter 2. Upon such notice, the Central Registration Body shall secure confirmation from the ERC if such end user has been certified as contestable and, if so certified, shall maintain a record of the customer for registration and other purposes specified in these rules.			provide the customer information required in Section 2.3 of this Chapter 2. Upon such notice, the Central Registration Body shall secure confirmation from the ERC if such end user has been certified as contestable and, if so certified, shall maintain a record of the customer for registration and other purposes specified in these rules.		
REGISTRATION	2.2.3	2.2.3 A Contestable Customer duly certified and recorded by the Central Registration Body may voluntarily: i. Elect to source its supply from a Supplier and the WESM, and register as a Direct WESM Member, in accordance with the	2.2.42.2.3 A Contestable Customer duly certified and recorded by the Central Registration Body <u>to be eligible to directly transact with the Central Registration Body pursuant to Section 2.2.2 of this Retail Rules</u> may voluntarily: i. Elect to source its supply from a <u>Retail Electricity</u> Supplier	To specify that this Section is only applicable to Contestable Customers Renumbering.	A certified Contestable Customer continuing to be served by the DU (except by one acting as a SOLR) defeats the purpose of contestability. Please clarify electing to source from a RES and the	2.2.42.2.3 A Contestable Customer duly certified and recorded by the Central Registration Body <u>to be eligible to directly transact with the Central Registration Body pursuant to Section 2.2.2 of this Retail Rules</u> may		

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		<p>procedures under Chapter 3 of these <i>Retail Rules</i>; or</p> <p>ii. Elect to source its supply from a Supplier and register with the <i>Central Registration Body</i>; or</p> <p>iii. Continue to be served by the <i>Distribution Utility</i> until it elects to purchase electricity from a <i>Supplier</i> or the <i>WESM</i>.</p>	<p>and the <i>WESM</i>, and register as a <i>Direct WESM Member</i>, in accordance with the procedures under Chapter 3 of these <i>Retail Rules</i>; or</p> <p>ii. Elect to source its supply from a <u>Retail Electricity</u> Supplier and register with the <i>Central Registration Body</i>; or</p> <p>iii. Continue to be served by the <i>Distribution Utility</i> until it elects to purchase electricity from a <u>Retail Electricity</u> Supplier or the <i>WESM</i>.</p>		WESM. If a Contestable Customer is a retail customer, purchasing from the WESM indicates a wholesale transaction.	<p>voluntarily:</p> <p>i. Elect to source its supply from a <u>Retail Electricity</u> Supplier and register as a <i>Direct WESM Member</i>, in accordance with the procedures under Chapter 3 of these <i>Retail Rules</i>; or</p> <p>ii. Elect to source its supply from a <u>Retail Electricity</u> Supplier and register with the <i>Central Registration Body</i>; or</p> <p>iii. Continue to be served by the <i>Distribution Utility</i> until it elects to purchase electricity from a <u>Retail Electricity</u> Supplier or the <i>WESM</i></p>		
REGISTRATION – RETAIL CUSTOMERS	(new)	<u>2.2.4 A Retail Customer that is a GEOP End-User as identified and notified by their respective Distribution Utility may voluntarily:</u>	<u>2.2.5 2.2.4 A Retail Customer that is a GEOP End-User as identified and notified by their respective Distribution Utility</u> <u>duly certified to be eligible to transact with the Central Registration Body</u>	<p>To make wording consistent with similar clause for Contestable Customers.</p> <p>Renumbering.</p>	GEOP EU is a contestable customer which should be supplied by an RES, specifically an RE Supplier. Supply from a DU exposes the GEOP Eu to non-	<u>2.2.5 2.2.4 A Retail Customer that is a GEOP End-User as identified and notified by their respective Distribution Utility</u> <u>duly certified to be</u>		

Retail Rules								
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		i. <u>Elect to source its supply from a Renewable Energy Supplier and register with the Central Registration Body; or</u> ii. <u>Continue to be served by the Distribution Utility until it elects to purchase electricity from a Renewable Energy Supplier.</u>	<p>pursuant to Section 2.2.2 of this Retail Rules may voluntarily:</p> i. <u>Elect to source its supply from a Renewable Energy Supplier and register with the Central Registration Body; or</u> ii. <u>Continue to be served by the Distribution Utility until it elects to purchase electricity from a Renewable Energy Supplier.</u>		RE purchases.	eligible to transact with the <i>Central Registration Body</i> pursuant to Section 2.2.2 of this <i>Retail Rules</i> may voluntarily: i. <u>Elect to source its supply from a Renewable Energy Supplier and register with the Central Registration Body; or</u> ii. <u>Continue to be served by the Distribution Utility until it elects to purchase electricity from a Renewable Energy Supplier.</u>		
REGISTRATION – RETAIL CUSTOMERS	(new)	(new)	<p><u>2.2.6 An Aggregated Group duly certified to be eligible to transact with the Central Registration Body pursuant to Section 2.2.2 of this Retail Rules may voluntarily:</u></p> <p>a) <u>Elect to source its supply from a Retail Aggregator and</u></p>	To clarify actions available to eligible Aggregated Groups	Aggregated Group are Contestable Customers to be supplied by Retail Aggregators. Sir Jescette: Can an aggregated group be a direct member since the group is already a	<u>2.2.6 An Aggregated Group duly certified to be eligible to transact with the Central Registration Body pursuant to Section 2.2.2 of this Retail Rules may voluntarily:</u>		

Retail Rules								
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			<p><u>register with the Central Registration Body; or</u></p> <p>b) <u>Continue to be served by the Distribution Utility until it elects to purchase electricity from a Retail Aggregator.</u></p>		"contestable" customer?2	<p><u>A) Elect to source its supply from a Retail Aggregator and register with the Central Registration Body; or</u></p> <p><u>b) Continue to be served by the Distribution Utility until it elects to purchase electricity from a Retail Aggregator.</u></p>		
REGISTRATION – RETAIL CUSTOMERS	2.2.4	<p>2.2.5 2.2.4 The registration of <i>Contestable Customers</i> shall be in respect to their facilities that have been issued certifications of contestability by the ERC, <u>or determined as eligible by the Distribution Utility, as provided in the monthly billing statement, pursuant to relevant ERC Rules and Regulations,</u>—Pprovided, that –</p> <p>2.2.5.1 <i>Contestable Customers</i> that have more than one registered facility</p>	<p>2.2.7 2.2.5—2.2.4The registration of <i>Contestable Customers</i> shall be in respect to their facilities that have been issued certifications of contestability by the ERC, <u>or determined as eligible by the Distribution Utility, as provided in the monthly billing statement, pursuant to relevant ERC Rules and Regulations,</u>Pprovided, that –</p> <p>2.2.7.1 2.2.5.1 <i>Contestable Customers</i> that have more than one registered facility shall</p>	Renumbering	Noted			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		shall have multiple registrations; and 2.2.5.2 Registration shall be in accordance with the certification of contestability issued by the ERC and each registered facility covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.	have multiple registrations; and 2.2.5.1 2.2.5.2 Registration shall be in accordance with the certification of contestability issued by the ERC and each registered facility covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.					
REGISTRATION – RETAIL CUSTOMERS	2.2.5	2.2.5 2.2.6 Contestable Customers that are directly connected to the transmission system shall be listed with the Central Registration Body based on the information from the ERC for monitoring purposes.	2.2.8 2.2.5 2.2.6 Contestable Retail Customers that are directly connected to the transmission system shall be listed with the Central Registration Body based on the information from the ERC for monitoring purposes shall register in the WESM as required under Section 2.2.4.2 of the WESM Rules and the relevant provisions of the WESM Manual on	Updated this section to make it applicable to all Retail Customers that are directly connected to transmission system and refer to applicable provisions in WESM Rules and Manuals	Captive and contestable customers are Retail customers.			

Retail Rules								
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			<u>Registration, Suspension and De-registration Criteria and Procedures.</u>					
REGISTRATION - RETAIL CUSTOMER INFORMATION	2.3.1.1	2.3.1.1 All Distribution Utilities Network Service Providers shall submit the following information to the Central Registration Body on all newly qualified end-users within its franchise area that it deems to have already met the required demand threshold to participate in retail competition and/or in the Green Energy Option Program. (a) Customer name; (b) Billing and service addresses; (c) Customers' account number; Customer contact information (telephone numbers and e-mail addresses);	2.3.1.1 All Distribution Utilities Network Service Providers shall submit the following information to the Central Registration Body on all newly qualified end users within its franchise area that it deems to have already met the required demand threshold to participate in retail competition and/or in the Green Energy Option Program, as Contestable Customer and/or as GEOP End-User (a) Customer name; (b) Billing and service addresses; (c) Customers' account number; (d) Customer contact information (telephone numbers and e-mail addresses); (e) Meter number;	To clarify that submission of customer information under this section is only applicable to Contestable Customers and GEOP End-Users While eligibility of End-Users to join RCOA or GEOP can be readily determined through data on average peak demand, the same cannot be applied to End-Users wishing to participate in Retail Aggregation as there is no prescribed demand level for an end-user to join an Aggregated Group.	For consistency with the reso.	2.3.1.1 All Distribution Utilities Network Service Providers shall submit the following information to the Central Registration Body on all newly qualified end users within its franchise area that it deems to have already met the required demand threshold has signified interest as to participate in retail competition and/or in the Green Energy Option Program, as a general Contestable Customer and/or as GEOP End-User h) Confirmation that the end-user has qualified either for retail		

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		(e) Meter number; Meter specifications (interval metering, channels); and SEIN of the grid <i>metering point</i> of the <i>Distribution Utility</i> where the supply of the end user passes through; <u>Confirmation that the end-user has qualified either for retail competition or GEOP, or both; and</u> (i) <u>Confirmation that the end-user has signified interest to participate under retail competition or Green Energy Option Program, or both.</u>	(f) Meter specifications (interval metering, channels); (g) SEIN of the grid <i>metering point</i> of the <i>Distribution Utility</i> where the supply of the end user passes through; and (h) <u>Confirmation that the end-user has qualified either for retail competition or GEOP as Contestable Customer or GEOP End-User, or both; and</u> (i) <u>Confirmation that the end-user has signified interest to participate under retail competition or Green Energy Option Program as Contestable Customer or GEOP End-User, or both.</u>			competition or GEOP as a general Contestable Customer or a GEOP End-User, or both; and i) <u>Confirmation that the end-user has signified interest to participate under retail competition or Green Energy Option Program as a general Contestable Customer or GEOP End-User, or both.</u>		
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES	(new)	(new)	2.4.1 <u>Suppliers refer to any person or entity authorized by the ERC to sell, broker, market or aggregate</u>	To clarify covered categories under Supplier	Based on previous comments	2.4.1 <u>Retail Electricity Suppliers refer to any person or entity authorized by</u>		

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PROVIDERS			<u>electricity to end-users. These include:</u> a) <u>Retail Electricity Suppliers;</u> b) <u>Renewable Energy Suppliers; and</u> c) <u>Retail Aggregators.</u>			<u>the ERC to sell, broker, market or aggregate electricity to end-users. These include:</u> a) <u>Retail Electricity Suppliers;</u> b) <u>A) Renewable Energy Suppliers; and</u> <u>b) Retail Aggregators.</u>		
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	2.4.1	2.4.1 Before being able to transact for the supply of electricity to Contestable Customers, Suppliers shall: 2.4.1.1 Hold a licence or authorization from the ERC to act as a retail electricity Supplier, and 2.4.1.2 Register in the WESM as a	2.4.2 2.4.1 Before being able to transact for the supply of electricity to Contestable Customers, <u>Suppliers</u> <u>intending to transact as a Retail Electricity</u> Suppliers shall: 2.4.1.1 2.4.11.Hold a licence or authorization from the ERC to act as a	To clarify that this clause is specific to Retail Electricity Suppliers		2.4.2 2.4.1 Before being able to transact for the supply of electricity to a general Contestable Customers, <u>Suppliers any person or entity intending to transact as a Retail Electricity</u> Suppliers shall:		

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		<i>Direct WESM Member under the Customer Trading Participant category and shall fulfill all such registration requirements as set out in the WESM Rules Chapter 2.</i>	2.4.1.2 retail electricity Supplier, and Register in the WESM as a <i>Direct WESM Member</i> under the Customer Trading Participant category and shall fulfill all such registration requirements as set out in the WESM Rules Chapter 2.					
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	(new)	<u>2.4.2 Before being able to transact for the supply of electricity to Retail Customers under the Green Energy Option Program, Suppliers intending to transact as a Renewable Energy Supplier shall:</u> <u>2.4.2.1 Secure a Retail Electricity Supplier license from the ERC pursuant ERC Resolution No. 01, Series of 2011, and amendments thereto.</u>	2.4.3 2.4.2 <u>Before being able to transact for the supply of electricity to Retail Customers under the Green Energy Option Program, Suppliers intending to transact as a Renewable Energy Supplier shall:</u> 2.4.3.1 2.4.2.1 <u>Secure a Retail Electricity Supplier license from the ERC pursuant ERC Resolution No. 01, Series of 2011, and amendments thereto.</u>	Renumbering		2.4.3 2.4.2 <u>Before being able to transact for the supply of electricity to Retail Customers under the Green Energy Option Program GEOP End-users, any person or entity intending to transact as a Renewable Energy Supplier shall:</u>		

Retail Rules								
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		<p>2.4.2.2 Hold a Green Energy Option Program operating permit from the DOE pursuant to DOE Department Circular No. DC 2020-04-0009 and any amendments thereto and</p> <p>2.4.2.3 Register in the WESM as a Direct WESM Member under the Customer Trading Participant category and shall fulfil all such registration requirements as set out in the WESM Rules Chapter 2.</p>	<p>2.4.3.2 2.4.2.2 Hold a Green Energy Option Program operating permit from the DOE pursuant to DOE Department Circular No. DC 2020-04-0009 and any amendments thereto and</p> <p>2.4.3.3 2.4.2.3 Register in the WESM as a Direct WESM Member under the Customer Trading Participant category and shall fulfil all such registration requirements as set out in the WESM Rules Chapter 2.</p>					
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	(new)	(new)	<p><u>2.4.4 Before being able to transact for the supply of electricity to Aggregated Groups, Suppliers intending to transact as a Retail Aggregator shall:</u></p> <p><u>2.4.4.1 Hold a license or authorization from</u></p>	Include provision to govern registration of Retail Aggregators	2.4.4.1 to 2.4.4.3 Noted	<u>2.4.4 Before being able to transact for the supply of electricity to Aggregated Groups, Suppliers any person or entity intending to transact as a Retail Aggregator shall:</u>		

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			<u>the ERC to act as a retail electricity Supplier.</u> 2.4.4.2 <u>Hold a license or authorization from the ERC to act as a Retail Aggregator, and</u> 2.4.4.3 <u>Register in the WESM as a Direct WESM Member under the Customer Trading Participant category and shall fulfil all such registration requirements as set out in the WESM Rules Chapter 2.</u>					
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	(new)	(new)	<u>2.4.5 Suppliers that are already registered in the WESM under any of the categories listed under Section 2.4.1 of these Retail Rules and wishes to register in another category shall submit a separate registration application with respect to that category in accordance with registration</u>	To govern registration of existing RES wishing to participate as Renewable Energy Supplier and Retail Aggregator and vice versa	Existing RE Users and Retail Aggregators would have already secured a RES License. That automatically makes them a Retail Electricity Supplier.	<u>2.4.5 Existing Retail Electricity Suppliers that are already registered in the WESM pursuant to -under any of the categories listed under Section 2.4.1 of these Retail Rules and wishes to register in another category,</u>		

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			<u>requirements as set out in the WESM Rules Chapter 2.</u>			<u>pursuant to Sections 2.4.2 and 2.4.3 shall submit a separate registration application with respect to that category in accordance with registration requirements as set out in the WESM Rules Chapter 2</u>		
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	2.4.2	2.4.3 2.4.2 Distribution Utilities before being able to transact for the supply of electricity to Contestable <u>Retail</u> Customers, as Supplier and/or Supplier of Last Resort, shall register as a Direct WESM Member in accordance with the requirements and procedures for registration set out in the WESM Rules Chapter 2 for transactions in respect to the supply of electricity to Contestable <u>Retail</u> Customers.	2.4.6 2.4.3 2.4.2 Distribution Utilities before being able to transact for the supply of electricity to Contestable <u>Retail</u> Customers, as Supplier and/or Supplier of Last Resort, shall register as a Direct WESM Member in accordance with the requirements and procedures for registration set out in the WESM Rules Chapter 2 for transactions in respect to the supply of electricity to Contestable <u>Retail</u> Customers.	Renumbering		2.4.6 2.4.3 2.4.2 Distribution Utilities before being able to transact for the supply of electricity to Contestable <u>Retail</u> Customers, as Local RES Supplier and/or Supplier of Last Resort, shall register as a Direct WESM Member in accordance with the requirements and procedures for registration set out in the WESM Rules Chapter 2 for transactions in respect to the supply of electricity to		

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						Contestable Retail Customers.		
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	(new)	(new)	<u>2.4.7 Suppliers of Last Resort that are already registered in the WESM and already providing supply to any category of Retail Customers listed in Section 2.2.1 of this Retail Rules may also provide supply to other categories of Retail Customers subject to submission of supplemental registration requirements as may be required by relevant rules or issuances .</u>	To govern registration of existing SOLR wishing to serve other Retail Customer categories		<u>2.4.7 Suppliers of Last Resort that are already registered in the WESM and already providing supply to any category of Contestable Retail Customers listed in Section 2.2.1 of this Retail Rules may also provide supply to other categories of Contestable Retail Customers subject to submission of supplemental registration requirements as may be required by relevant rules or issuances</u>		
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	2.4.3	2.4.3 <u>2.4.4</u> Before being able to provide metering services for Contestable Retail Customers, a Retail Metering Services Provider shall: 2.4.3.1 <u>2.4.4.1</u> Hold	2.4.8 2.4.3 2.4.4 Before being able to provide metering services for Contestable Retail Customers, a Retail Metering Services Provider shall: <u>2.4.8.1</u> 2.4.3.1 2.4.4.1	Renumbering	Retain Contestable Customers			

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		license as a <i>Retail Metering Services Provider</i> issued by the ERC; and 2.4.3.2 2.4.4.2 Register in the <i>WESM</i> as a <i>Retail Metering Services Provider</i> and shall fulfil all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2 and relevant <i>Market Manual</i> .	Hold license as a <i>Retail Metering Services Provider</i> issued by the ERC; and 2.4.8.2 2.4.3.2 2.4.4.2 Register in the <i>WESM</i> as a <i>Retail Metering Services Provider</i> and shall fulfil all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2 and relevant <i>Market Manual</i> .					
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	2.4.4	2.4.4 2.4.5 At the commencement of retail competition, the Distribution Utilities shall serve as the default Retail Metering Services Provider for Contestable <i>Retail Customers</i> with service addresses located within their franchise area, and as such, are deemed shall registered in the <i>WESM</i> without need of complying in accordance with the requirements set in Clause 2.4.3 of this Chapter 2. The Market	2.4.9-2.4.4 2.4.5 At the commencement of retail competition, the Distribution Utilities shall serve as the default Retail Metering Services Provider for Contestable <i>Retail Customers</i> with service addresses located within their franchise area, and as such, are deemed shall registered in the <i>WESM</i> without need of complying in accordance with the requirements set in Clause 2.4.3 of this Chapter 2. The Market Operator may also require existing Retail Metering Services	Renumbering		Distribution Utilities before being able to transact for the supply of electricity to Contestable Retail Customers , as Local RES Supplier and/or Supplier of Last Resort, shall register as a Direct WESM Member in accordance with the requirements and procedures for registration set out in the WESM Rules Chapter 2 for transactions in		

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		<u>Operator may also require existing Retail Metering Services Providers currently serving Contestable Customers who intends to provide service to GEOP End-Users to submit registration requirements.</u>	<u>Providers currently serving Contestable Customers who intends to provide service to GEOP End-Users to submit registration requirements.</u>			respect to the supply of electricity to Retail Customers 2.4.9 2.4.4 2.4.5 At the commencement of retail competition, the Distribution Utilities shall serve as the default Retail Metering Services Provider for Contestable Retail Customers with service addresses located within their franchise area, and as such, are deemed shall registered in the WESM without need of complying in accordance with the requirements set in Clause 2.4.3 of this Chapter 2. The Market Operator may also require		

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						<u>existing Retail Metering Services Providers currently serving Contestable Customers who intends to provide service to GEOP End-Users to submit registration requirements.</u>		
REGISTRATION -SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	(new)	(new)	<u>2.4.10 Retail Metering Services Providers that are already registered in the WESM and already providing metering services to any category of Retail Customers listed in Section 2.2.1 of this Retail Rules may also provide metering services to other categories of Retail Customers subject to submission of supplemental registration requirements as may be required by relevant rules or issuances.</u>	To govern registration of existing RMSPs wishing to serve other Retail Customer categories		<u>2.4.10 Retail Metering Services Providers that are already registered in the WESM and already providing metering services to any category of Contestable Retail Customers listed in Section 2.2.1 of this Retail Rules may also provide metering services to other categories of Contestable Retail Customers subject to submission of supplemental registration requirements as may be required by relevant rules or</u>		

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REGISTRATION - REGISTRATION PROCESS	2.5	<p>The <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> in accordance with Chapter 8 of the <i>WESM Rules</i> which sets out:</p> <p>The requirements and procedures which <u>Retail Electricity Suppliers, Contestable Customers and Retail Metering Services Providers</u> shall follow to enable registration in the <i>WESM</i>, which requirements and procedures shall be consistent with relevant provisions of <i>WESM Rules</i> Chapter 2.</p> <p><u>2.5.2 The requirements and procedures which Renewable Energy Suppliers, Retail Customers and Retail Metering Services Providers shall comply with to enable</u></p>	<p>The <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> in accordance with Chapter 8 of the <i>WESM Rules</i> which sets out:</p> <p>2.5.1 The requirements and procedures which <u>Retail Electricity Suppliers, Retail Aggregators, Contestable Customers, Aggregated Groups</u> and <i>Retail Metering Services Providers</i> shall follow to enable registration in the <i>WESM</i>, which requirements and procedures shall be consistent with relevant provisions of <i>WESM Rules</i> Chapter 2.</p> <p><u>2.5.2 The requirements and procedures which Renewable Energy Suppliers, Retail Customers and Retail Metering Services Providers shall comply with to enable registration in the</u></p>	To govern registration of Retail Aggregation participants		<p>issuances.</p> <p>2.5.1 The requirements and procedures which <u>Retail Electricity Suppliers including Retail Aggregators, Contestable Customers including Aggregated Groups</u>, and <i>Retail Metering Services Providers</i> shall follow to enable registration in the <i>WESM</i>, which requirements and procedures shall be consistent with relevant provisions of <i>WESM Rules</i> Chapter 2.</p> <p><u>2.5.2 The requirements and procedures which Renewable Energy Suppliers, Retail Customers</u></p>		

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		<p><u>registration in the WESM: and</u></p> <p>2.5.2 2.5.3 The data required to be provided to the <i>Central Registration Body</i> for registration as a <i>Supplier, Contestable Retail Customer, or Retail Metering Services Provider.</i></p>	<p><u>WESM: and</u></p> <p>2.5.2 2.5.3 The data required to be provided to the <i>Central Registration Body</i> for registration as a <i>Supplier, Contestable Retail Customer, or Retail Metering Services Provider.</i></p>			<p><u>GEOP End-users and Retail Metering Services Providers shall comply with to enable registration in the WESM: and</u></p> <p>2.5.2 2.5.3 The data required to be provided to the <i>Central Registration Body</i> for registration as a Retail Electricity Supplier, Contestable Retail Customer, or Retail Metering Services Provider.</p>		
THE MARKET – RETAIL CUSTOMER TRANSACTION S	(new)	(new)	<u>3.2.1.6 Only a Retail Aggregator may submit a switch request to the Central Registration Body for Aggregated Groups.</u>	To clarify that Retail Aggregators shall submit switch request for Aggregated Groups	Noted			
THE MARKET – RETAIL CUSTOMER TRANSACTION S	(new)	(new)	<u>3.2.1.7 In transacting with Aggregated Groups, the Central Registration Body shall consider the Aggregated Group as a</u>	To clarify that CRB shall transact with Aggregated Group as a single entity	Noted			

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			<u>single entity whose transactions shall uniformly apply to all its Aggregated Members.</u>					
THE MARKET – RETAIL CUSTOMER TRANSACTIONS	(new)	(new)	<u>3.2.1.8 Switching of Aggregated Members from one Aggregated Group to another shall be coordinated only among the current Retail Aggregator, prospective Retail Aggregator, as applicable, the Network Service Provider and the Retail Metering Services Provider. The registration of the Aggregated Groups with the Central Registration Body shall not be affected by the switching of any of its Aggregated Member.</u>	To clarify that CRB shall transact with Aggregated Group as a single entity	Noted			
THE MARKET – RETAIL CUSTOMER TRANSACTIONS	3.2.2.1	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. The switch	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. The switch request shall be			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.		

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		<p>request shall be <u>electronically filled out and shall</u> include an attestation duly signed by a <u>confirmation from authorized representatives of the following:</u></p> <p>the <i>Supplier</i> and the Contestable Retail <u>Retail</u> Customer of the existence of a retail/<u>GEOP</u> 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>the <i>Supplier</i> or the Contestable Retail <u>Retail</u> Customer, as applicable, and the relevant Distribution Utility <u>or Network Service Provider</u> of the existence</p>	<p><u>electronically filled out and shall</u> include an attestation duly signed by a <u>confirmation from authorized representatives of the following:</u></p> <p>a) the <i>Supplier</i> and the Contestable Retail <u>Retail</u> Customer of the existence of a retail/<u>GEOP</u> 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>the <i>Supplier</i> or the Contestable Retail <u>Retail</u> Customer, 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 Retail <u>Retail</u></p>	Generalized to Retail Customers	Generalized to Contestable Customers and Retail Electricity Suppliers.	<p>The switch request shall be <u>electronically filled out and shall</u> include an attestation duly signed by a <u>confirmation from authorized representatives of the following</u></p> <p>a) the <u>Retail Electricity</u> <i>Supplier</i> and the <u>Contestable Retail</u> <i>Customer</i> of the existence of a retail/<u>GEOP</u> 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>the <u>Retail Electricity</u> <i>Supplier</i> or the <u>Contestable Retail</u> <i>Customer</i>, as applicable, and the relevant Distribution Utility <u>or Network Service Provider</u> of the existence of a valid wheeling service agreement</p>		

Retail Rules								
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		<p>of a valid wheeling service agreement covering the Contestable Customer;</p> <p>the <i>Supplier</i> or the Contestable Retail Customer, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a valid metering services agreement covering the <i>Retail Customer</i>; and</p> <p>d) the incumbent <i>Supplier</i> or, if not served by a Supplier, the relevant <i>Distribution Utility</i> that the Contestable Retail Customer has no outstanding balance.</p> <p><u>The Central Registration Body may require</u></p>	<p>Customer;</p> <p>the <i>Supplier</i> or the Contestable Retail Customer, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a valid metering services agreement covering the <i>Retail Customer</i>; and</p> <p>d) the incumbent <i>Supplier</i> or, if not served by a Supplier, the relevant <i>Distribution Utility</i> that the Contestable Retail Customer has no outstanding balance.</p> <p><u>The Central Registration Body may require submission of appropriate</u></p>	ERC Reso No. 04, Series of 2022 states that an Aggregated Group shall be treated as a single Contestable Customer. Thus, in transacting with an Aggregated Group,		<p>covering the Contestable Retail Customer;</p> <p>the Retail Electricity <i>Supplier</i> or the Contestable Contestable-Retail Customer, as applicable, and the registered <i>Retail Metering Services Provider</i> of the existence of a valid metering services agreement covering the Contestable Retail Customer; and</p> <p>d) the incumbent <i>Supplier</i> or, if not served by a Supplier, the relevant <i>Distribution Utility</i> that the Contestable Retail Customer has no outstanding balance.</p> <p><u>The Central Registration Body may require submission of</u></p>		

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		<p><u>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 <i>Contestable Retail Customer</i> registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the <i>Contestable Retail Customer</i>, as applicable.</p> <p>The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the <i>Contestable Retail Customer</i> as submitted by the <i>Distribution Utilities</i></p>	<p><u>documentation to ensure the authorized representatives have authority to represent their respective organizations. The Aggregated Group shall be represented by a duly authorized representative who shall sign all required documents on behalf of the Aggregated Group.</u></p> <p>The <i>Supplier</i> or the <i>Contestable Retail Customer</i> registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the <i>Contestable Retail Customer</i>, as applicable.</p> <p>The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements, including</p>	<p>the CRB shall recognize only a single authorized representative and apply same switching conditions that are being applied to Contestable Customers.</p> <p>To harmonize clause 3.2.2.1 with clause 2.3.1.1</p>	<p>The RES should be the entity purchasing the energy requirements of its Contestable Customers from the WESM and through RSC. RES are suppliers/brokers while Contestable Customers are “retail” customers</p>	<p><u>appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations. The Aggregated Group shall be represented by a duly authorized representative who shall sign all required documents on behalf of the Aggregated Group. – Noted</u></p> <p>The Supplier or the Contestable Retail 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 Retail Customer, as applicable</p>		

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		<p>under Clause 2.3.1.1, and shall notify the <i>Supplier</i> and the <u>Retail</u> <i>Contestable</i> <i>Customer</i>, 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 <i>Contestable</i> <u>Retail</u> <i>Customer</i> shall be rectified within two (2) working days from the receipt of the <i>Central Registration Body's</i> notice.</p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the electronic-based</u></p>	<p>verification of information of the <i>Contestable</i> <u>Retail</u> <i>Customer</i> as submitted by the <i>Distribution Utilities</i> <u>Network Service Providers</u> under Clause 2.3.1.1, <u>as applicable</u>, and shall notify the <i>Supplier</i> and the <i>Contestable</i> <u>Retail</u> <i>Customer</i>, 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 <i>Contestable</i> <u>Retail</u> <i>Customer</i> shall be rectified within two (2) working days from the receipt of the <i>Central Registration Body's</i> notice.</p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the electronic-based</u></p>	To clarify that the proposed 15 day timeframe is in working days.	<p>To clarify that the proposed 15 day timeframe is in working days.</p> <p>- noted</p>	<p>The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the <i>Contestable</i> <u>Retail</u> <i>Customer</i> as submitted by the <i>Distribution Utilities</i> <u>Network Service Providers</u> under Clause 2.3.1.1, <u>as applicable</u>, and shall notify the <i>Supplier</i> and the <i>Retail</i> <u>Contestable</u> <i>Customer</i>, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2)</p>		

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		<u>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>	<u>switching. it is understood that the electronic-based switching shall take effect no later than fifteen (15) working days from the date of issuance of the audit software certificate of the system enhancements.</u>			working days from the receipt of the switch request. All shortcomings by the Supplier and the <u>Contestable Retail</u> Customer shall be rectified within two (2) working days from the receipt of the <i>Central Registration Body's</i> notice.		
THE MARKET – RETAIL CUSTOMER TRANSACTION S	3.2.2.5	3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <u>Contestable Retail</u> Customer has lacking customer information as required under Clause 2.3.1.1, the <i>Central Registration Body</i> shall notify the relevant <i>Distribution Utility</i> within two (2) <i>working days</i> to provide the necessary information. The <i>Distribution Utility</i> shall submit the necessary information within two (2) <i>working days</i> from the	3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <i>Retail—Customer</i> <u>Contestable Customer or GEOP End-User</u> has lacking customer information as required under Clause 2.3.1.1, the <i>Central Registration Body</i> shall notify the relevant <i>Distribution Utility</i> <u>Network Service Provider</u> within two (2) <i>working days</i> to provide the necessary information. The <i>Distribution Utility</i> <u>Network Service Provider</u> shall submit the necessary information within two (2) <i>working days</i> from the receipt of the notification.	To harmonize clause 3.2.2.5 with clause 2.3.1.1		3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <i>Retail Customer</i> <u>a General Contestable Customer or GEOP End-User</u> has lacking customer information as required under Clause 2.3.1.1, the <i>Central Registration Body</i> shall notify the relevant <i>Distribution Utility</i> <u>Network Service Provider</u> within two (2) <i>working days</i> to provide the necessary		

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		receipt of the notification.				information. The Distribution Utility Network Service Provider shall submit the necessary information within two (2) <i>working days</i> from the receipt of the notification.		
THE MARKET – RETAIL CUSTOMER TRANSACTION S	3.2.2.6	3.2.2.6 A <i>Distribution Utility as Retail Metering Service Provider</i> that has received a notification from the <i>Central Registration Body</i> in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from the receipt of the notification <u>if the Retail Customer is a Contestable Customer and within five (5) working days from the</u>	A <i>Distribution Utility as Retail Metering Service Provider</i> that has received a notification from the <i>Central Registration Body</i> in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from the receipt of the notification <u>if the Retail Customer is not a GEOP End-User a Contestable Customer and within five (5) working days from the receipt of the notification if the Retail Customer is a GEOP End-User.</u> The <i>Central Registration Body</i> shall inform the new	To clarify that 5 working days is applicable to GEOP End-Users while 15 working days is for Contestable Customers, Aggregated Groups and Aggregated Members switching to SOLR				

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		<u>receipt of the notification if the Retail Customer is a GEOP End-User</u> . The <i>Central Registration Body</i> shall inform the new <i>Supplier</i> of the lacking customer information and the status of the submission of the <i>Distribution Utility</i> . Failure to submit may subject the <i>Distribution Utility</i> to appropriate sanctions. The <i>Supplier</i> shall submit updated switch effective date, if necessary, to the <i>Central Registration Body</i> if the original switch effective date will be affected by metering installation.	<i>Supplier</i> of the lacking customer information and the status of the submission of the <i>Distribution Utility</i> . Failure to submit may subject the <i>Distribution Utility</i> to appropriate sanctions. The <i>Supplier</i> shall submit updated switch effective date, if necessary, to the <i>Central Registration Body</i> if the original switch effective date will be affected by metering installation.					
THE MARKET – RETAIL CUSTOMER TRANSACTION S	3.2.5	3.2.5 Termination of Supplier Service by the Supplier 3.2.5.1 If the <u>Retail Electricity Supplier</u> does not intend to renew the supply contract of a <u>Retail Contestable Customer</u> , it shall send a notice of non-renewal to the <u>Retail</u>	3.2.5 Termination of Supplier Service to a Contestable Customer by the Retail Electricity Supplier 3.2.5.1 If the <u>Retail Electricity Supplier</u> does not intend to renew the supply contract of a <u>Retail Contestable Customer</u> , it shall send a notice of non-	To specify that this Section covers procedures for Termination of Supplier Service to a Contestable Customer by the Retail Electricity Supplier	Proposing to use “General Contestable Customer” instead of “Contestable Customer”, “Retail Electricity Supplier” from “Supplier”. Proposing to include (possible rule	<u>(new) In case of non-renewal or termination of the supply contract, a General Contestable Customer End-User may</u> <u>a) Switch to another Retail</u>		

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		<p><u>Contestable</u> Customer and the <i>Central Registration Body</i> at least thirty (30) days prior to the expiration of the term of the contract.</p> <p>3.2.5.2 If the <u>Retail Electricity</u> Supplier intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the <i>Contestable Customer</i> in accordance with terms specified in their contract,. and pPrior to the date of termination, <u>the Supplier shall also send the notice</u> to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i>.</p> <p>3.2.5.3 In case of non-renewal or termination of the supply contract, the <i>Contestable Customer</i> shall:</p>	<p>renewal to the Retail <u>Contestable</u> Customer and the <i>Central Registration Body</i> at least thirty (30) days prior to the expiration of the term of the contract.</p> <p>3.2.5.2 If the <u>Retail Electricity</u> Supplier intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the <i>Contestable Customer</i> in accordance with terms specified in their contract,. and pPrior to the date of termination, <u>the Supplier shall also send the notice</u> to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i>.</p> <p>3.2.5.3 In case of non-renewal or termination of the supply contract, the <i>Contestable Customer</i> shall:</p> <p>i. Switch to another <i>Supplier</i> in accordance</p>		<p>amendment) a provision for a General Contestable Customer like that for a GEO EU wherein a General Contestable Customer can return to the captive market or be designated to a SOLR, instead of disconnection</p> <p>Additional note for clarification: a Contestable Customer that is a Direct WESM Member without an existing RSC and only purchases from the WESM makes it a wholesale customer by nature.</p>	<p><u>Electricity Supplier.</u></p> <p><u>b) Transfer to a Supplier of Last Resort or</u></p> <p><u>c) Revert to being a Captive End-User.</u></p>		

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		<p>i. Switch to another <i>Supplier</i> in accordance with the requirements and procedures set out in Clause 3.2.2; and</p> <p>ii. If the <i>Contestable Customer</i> is a <i>Direct WESM Member</i>, be responsible for complying with prudential requirements set out in the <i>WESM Rules</i>.</p> <p>3.2.5.4 If the <i>Contestable Customer</i> is not a <i>Direct WESM Member</i> and it fails to successfully switch to another <i>Supplier</i> prior to the expiration of the supply contract, its original <i>Supplier</i> shall:</p> <p>i. Initiate the disconnection of said <i>Contestable Customer</i> following prevailing rules and procedures for disconnection; and</p> <p>ii. Notify the <i>Central Registration Body</i></p>	<p>with the requirements and procedures set out in Clause 3.2.2; and</p> <p>ii. If the <i>Contestable Customer</i> is a <i>Direct WESM Member</i>, be responsible for complying with prudential requirements set out in the <i>WESM Rules</i>.</p> <p>3.2.5.4 If the <i>Contestable Customer</i> is not a <i>Direct WESM Member</i> and it fails to successfully switch to another <i>Supplier</i> prior to the expiration of the supply contract, its original <i>Supplier</i> shall:</p> <p>i. Initiate the disconnection of said <i>Contestable Customer</i> following prevailing rules and procedures for disconnection; and</p> <p>ii. Notify the <i>Central Registration Body</i> that it has initiated disconnection procedures.</p>					

Retail Rules								
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		<p>that it has initiated disconnection procedures.</p> <p>3.2.5.5 The termination of the contract shall be given effect by the <i>Central Registration Body</i> only if the conditions set forth in Clauses 3.2.5.3 of this Chapter 3 are met.</p>	3.2.5.5 The termination of the contract shall be given effect by the <i>Central Registration Body</i> only if the conditions set forth in Clauses 3.2.5.3 of this Chapter 3 are met.					
THE MARKET – RETAIL CUSTOMER TRANSACTIONS	(new)	<p><u>3.2.5.5 If the Renewable Energy Supplier does not intend to renew the GEOP Supply Contract upon its expiration, the Renewable Energy Supplier shall send a notice of non-renewal to the GEOP End-User and the Central Registration Body at least thirty (30) business days prior to the expiration of such contract. The Central Registration Body shall forward to the Network Service Provider the notice of non-renewal within one (1) working</u></p>	<p><u>3.2.6 Termination of Supplier Service to a GEOP End-User by the Renewable Energy Supplier</u></p> <p><u>3.2.6.1 3.2.5.5 If the Renewable Energy Supplier does not intend to renew the GEOP Supply Contract upon its expiration, the Renewable Energy Supplier shall send a notice of non-renewal to the GEOP End-User and the Central Registration Body at least thirty (30) business days prior to the expiration of such contract. The Central Registration Body shall forward to the Network</u></p>	To specify that this Section covers procedures for Termination of Supplier Service to a GEOP End-User by the Renewable Energy Supplier	Noted			

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		<p><u>day from receipt thereof.</u></p> <p><u>3.2.5.6 If a GEOP End-User decides to terminate its GEOP Supply Contract with its Renewable Energy Supplier before the end of the term of the GEOP Supply Contract, the GEOP End-User shall inform the Renewable Energy Supplier and the latter shall process the termination of the GEOP Supply Contract in accordance with the termination clause of such contract. The Renewable Energy Supplier shall then submit a notice of termination to the Central Registration Body within one (1) working day from the effectivity of the pre-termination.</u></p> <p><u>3.2.5.6 In case of non-renewal or termination of the supply contract, the GEOP End-User</u></p>	<p><u>Service Provider the notice of non-renewal within one (1) working day from receipt thereof.</u></p> <p><u>3.2.6.2 3.2.5.6 If a GEOP End-User decides to terminate its GEOP Supply Contract with its Renewable Energy Supplier before the end of the term of the GEOP Supply Contract, the GEOP End-User shall inform the Renewable Energy Supplier and the latter shall process the termination of the GEOP Supply Contract in accordance with the termination clause of such contract. The Renewable Energy Supplier shall then submit a notice of termination to the Central Registration Body within one (1) working day from the effectivity of the pre-termination.</u></p> <p><u>3.2.6.3 3.2.5.6 In case of non-renewal or</u></p>					

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		<p><u>may</u></p> <p>a) <u>Switch to another Renewable Energy Supplier in accordance with the requirements and procedures set out in Clause 3.2.2:</u></p> <p>b) <u>Transfer to a Supplier of Last Resort in accordance with requirements and procedures set in Clause 3.4: or</u></p> <p>c) <u>Revert to being a Captive End-User in accordance with Clause 3.5.</u></p> <p><u>If the Renewable Energy Supplier does not intend to renew the Green Energy Option Supply Contract upon its expiration. it shall send a Notice of Non-Renewal. The Network Service Provider shall also be informed of such non-renewal.</u></p>	<p><u>termination of the supply contract. the GEOP End-User may</u></p> <p>d) <u>Switch to another Renewable Energy Supplier in accordance with the requirements and procedures set out in Clause 3.2.2:</u></p> <p>e) <u>Transfer to a Supplier of Last Resort in accordance with requirements and procedures set in Clause 3.4: or</u></p> <p>f) <u>Revert to being a Captive End-User in accordance with Clause 3.5.</u></p> <p><u>If the Renewable Energy Supplier does not intend to renew the Green Energy Option Supply Contract upon its expiration. it shall send a Notice of Non-Renewal. The Network Service Provider shall also be informed of such non-</u></p>					

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		<p><u>3.2.5.7 The Central Registration Body shall forward the notice to the Network Service Provider within one (1) working day from receipt of the notice of termination. The Network Service Provider and Renewable Energy Supplier or GEOP End-User shall, as applicable, update or terminate the relevant wheeling services agreement covering such GEOP End-User within three (3) working days.</u></p>	<p><u>renewal.</u></p> <p><u>3.2.6.4 3.2.5.7 The Central Registration Body shall forward the notice to the Network Service Provider within one (1) working day from receipt of the notice of termination. The Network Service Provider and Renewable Energy Supplier or GEOP End-User shall, as applicable, update or terminate the relevant wheeling services agreement covering such GEOP End-User within three (3) working days.</u></p> <p><u>3.2.6.5 The termination of the contract shall be given effect by the Central Registration Body only if the conditions set forth in Clauses 3.2.6.3 of this Chapter 3 are met.</u></p>					
THE MARKET – RETAIL CUSTOMER	(new)	(new)	<u>3.2.7 Termination of Supplier Service to an Aggregated</u>	Inserted new section to cover procedures for	In case the Retail Aggregator does not intend to renew the			

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TRANSACTIONS			<p><u>Group by the Retail Aggregator</u></p> <p><u>3.2.7.1 If the Retail Aggregator does not intend to renew the supply contract of an Aggregated Group, it shall send a notice of non-renewal to the Aggregated Group and the Central Registration Body at least thirty (30) days prior to the expiration of the term of the contract.</u></p> <p><u>3.2.7.2 If the Retail Aggregator intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the Aggregated Group in accordance with terms specified in their contract. Prior to the date of termination, the Retail Aggregator</u></p>	<p>Termination of Supplier Service to an Aggregated Group by the Retail Aggregator which is patterned after the procedures for Contestable Customers</p> <p>ERC Reso No. 04, Series of 2022 states that an Aggregated Group shall be treated as a single Contestable Customer. Thus, in transacting with an Aggregated Group, the CRB shall recognize it as a single entity and apply same post-switch procedures that are being applied to Contestable Customers.</p>	<p>contract, it is proposed that the Aggregated Group be given a chance to be assigned a SOLR or return to the Captive Market instead of disconnection.</p>			

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			<p><u>shall also send the notice to the Central Registration Body and to the relevant Network Service Provider and Retail Metering Services Provider.</u></p> <p>3.2.7.3 <u>In case of non-renewal or termination of the supply contract, the Aggregated Group shall switch to another Retail Aggregator in accordance with the requirements and procedures set out in Clause 3.2.2.</u></p> <p>3.2.7.4 <u>If the Aggregated Group fails to successfully switch to another Retail Aggregator prior to the expiration of the supply contract, its original Retail Aggregator shall:</u></p> <p>i. <u>Initiate the disconnectio</u></p>					

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			<p><u>n of said Aggregated Group following prevailing rules and procedures for disconnection; and</u></p> <p>ii. <u>Notify the Central Registration Body that it has initiated disconnection procedures.</u></p> <p><u>3.2.7.5 The termination of the contract shall be given effect by the Central Registration Body only if the conditions set forth in Clauses 3.2.7.3 of this Chapter 3 are met.</u></p>					
THE MARKET – RETAIL	(new)	(new)	3.2.8 <u>Termination of Supplier Service to</u>	Inserted new section to cover	Noted			

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CUSTOMER TRANSACTION S			<p>3.2.8.1 <u>an Aggregated Member by the Retail Aggregator</u></p> <p><u>In no case shall any Aggregated Member opt-out of the Aggregated Group during the term of their respective contracts, unless for valid reasons or in case of termination of its contract with its Retail Aggregator subject to Section 3.2.8.2 or 3.8.9.3 of this Retail Rules.</u></p> <p>3.2.8.2 <u>The Aggregated Member may terminate its contract with the Retail Aggregator subject to the parties' mutual</u></p>	<p>procedures for Termination of Supplier Service to an Aggregated Group by the Retail Aggregator consistent with Article IV of ERC Reso. No. 04, Series of 2022</p> <p>Note: IEMOP has recommended to ERC that opt-out of the Aggregated Member will directly result to its reversion to the captive market without having to transfer to SOLR supply to simplify process for both the Aggregated Member, the SOLR and the CRB.</p>				

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			3.2.8.3 <u>agreement and in accordance with the terms of their respective contract.</u> <u>The Aggregated Member shall have the right to terminate its contract when the Retail Aggregator commits any act of default as listed in Section 3.4.3.1 and Section 3.4.4.1 of this Retail Rules.</u>					
			3.2.8.4 <u>The Aggregated Member shall inform its Retail Aggregator no later than thirty (30) days prior to the intended opt-out period,</u>					

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			<u>in order for it to contract with a new Retail Aggregator pursuant to Section 3.2.1.8 of this Retail Rules or to be allowed to revert to being a Captive End-User pursuant to procedures under Section 3.5 of this Retail Rules.</u> 3.2.8.5 <u>If the notification was made less than thirty (30) days, the Aggregated Member shall be served by a</u>					

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			<u>Supplier of Last Resort for a maximum period of ninety (90) days pursuant to procedures under Section 3.4 of this Retail Rules. The said Aggregated Member shall be automatically reverted to the Captive Market at the end of such period unless the said Member has opted to join an Aggregated Group.</u>					

Retail Rules								
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			<p>3.2.8.6 <u>pursuant to procedures under Section 3.2.1.8 of this Retail Rules, within the said period of time.</u></p> <p><u>Within five (5) days from receipt of Notice from the Aggregated Member, the Retail Aggregator shall notify the Central Registration Body, the concerned Network Service Provider and</u></p>					

Retail Rules								
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			<u>the Supplier of Last Resort, as applicable, that such Aggregated Member has given notice that it has opted-out or terminated its contract with the concerned Retail Aggregator. If the reason for opting out is due to act of default which results in the termination of all the contracts with the Aggregated</u>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>Members in the Aggregated Group, each Aggregated Member shall be notified by the Retail Aggregator of the termination of the retail supply contract, within five (5) days from the first notice of the Aggregated Member.</u> 3.2.8.7 <u>Should an opt-out of an Aggregated Member result in the demand of the</u>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>Aggregated Group falling below the required threshold level, the status of contestability shall not be affected unless it is discovered that the formation of the Aggregated Group and/or the corresponding changes in membership are attended by fraud or deceit. The status of contestability shall remain</u>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>only during the term of the original contract/s.</u> <u>After which, the Retail Aggregator shall initiate the reversion of the Aggregated Group to the captive market pursuant to procedures under Section 3.5 of this Retail Rules.</u>					
THE MARKET – RETAIL CUSTOMER TRANSACTION S	3.2.6	3.2.6 The Central Registration Body shall prepare and publish a relevant Market Manuals that sets out in more detail the relevant timelines, requirements and procedures for carrying out the Contestable Retail	3.2.9-3.2.6 — The Central Registration Body shall prepare and publish a relevant Market Manuals that sets out in more detail the relevant timelines, requirements and procedures for carrying out the Contestable Retail Customer	Renumbering	Retain “Contestable Customer” based on aforementioned comments.			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		Customer transactions described in this section 3.2.	transactions described in this section 3.2.					
THE MARKET – PROCEDURES UPON OCCURRENCE OF LAST RESORT EVENTS	3.4	<p>A Contestable Retail Customer shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</p> <p>3.4.1.1 The Supplier has ceased to operate;</p> <p>2 The Supplier's license or authorization has been revoked by the ERC;</p> <p>3 The Supplier's operating permit. in the case of a Renewable Energy Supplier. has been revoked by the DOE:</p> <p>3.4.1.3 3.4.1.4 The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or</p>	<p><u>3.4.1 Last Resort Supply Events Affecting Contestable Customers</u></p> <p>3.4.1.1 A Contestable Retail Contestable Customer shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</p> <p><u>a) 3.4.1.4 The Retail Electricity</u> Supplier has ceased to operate;</p> <p><u>b) 3.4.1.2 The Retail Electricity</u> Supplier's license or authorization has been revoked by the ERC;</p> <p><u>3.4.1.3 The Supplier's operating permit. in the case of a Renewable Energy Supplier. has been revoked by the DOE:</u></p> <p><u>c) 3.4.1.3 3.4.1.4</u> The Supplier is no longer permitted to trade in the</p>	<p>Disaggregated Section 4 to have subsection for each type of Retail Customer.</p> <p>This subsection covers procedures for transfer to SOLR of Contestable Customers</p>	<p>Proposing to change "Retail Customer" to "General Contestable Customer"</p>	<p><u>3.4.1 Last Resort Supply Events Affecting a General Contestable Customers</u></p>		

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>cessation of membership; or <u>3.4.1.5 Failure to renew the supply contract between a GEOP End-User and a Renewable Energy Supplier.</u></p> <p>3.4.1.4<u>3.4.1.6</u> The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated.; or <u>3.4.1.7 Any other event which the ERC may deem as a last resort supply event.</u></p> <p>3.4.2 When the Central Registration Body determines <u>or receives notice of</u> the occurrence of a last resort event, the shall notify the affected Contestable <u>Retail</u> Customers, the Supplier of Last Resort, and the defaulting Supplier if</p>	<p>WESM due to suspension, deregistration or cessation of membership; or <u>3.4.1.5 Failure to renew the supply contract between a GEOP End-User and a Renewable Energy Supplier.</u> <u>d) 3.4.1.43.4.1.6</u> The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated.; or <u>e) 3.4.1.7 Any other event which the ERC may deem as a last resort supply event.</u></p> <p>3.4.<u>1.2</u> When the Central Registration Body determines <u>or receives notice of</u> the occurrence of a last resort event, the shall notify the affected Contestable <u>Retail</u> Customers, the Supplier of Last Resort, and the defaulting Supplier if practicable, of the occurrence</p>			<p>3.4.<u>1.2</u> When the Central Registration Body determines <u>or receives notice of</u> the occurrence of a last resort event, it <u>the</u> shall notify the affected Contestable <u>Retail</u></p>		

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>practicable, of the occurrence and the effective date of the transfer of the Contestable <u>Retail</u> Customers to the Supplier of Last Resort.</p> <p>3.4.3 The following procedures shall be observed upon the occurrence of a last resort event:</p> <p>1 Within twenty-four hours <u>two (2) working days</u> from being notified of the occurrence of the last resort event, the Contestable <u>Retail</u> Customer shall notify the Central Registration Body and the Supplier of Last Resort if it chooses to be served by the latter.</p> <p>2 Within twenty-four hours <u>two (2) working days</u> upon receiving notice from the Contestable <u>Retail</u> Customer, the</p>	<p>and the effective date of the transfer of the Contestable <u>Retail</u> Customers to the Supplier of Last Resort.</p> <p>3.4.1.3 The following procedures shall be observed upon the occurrence of a last resort event:</p> <p><u>a) 3.4.3.1</u> Within twenty-four hours <u>two (2) working days</u> from being notified of the occurrence of the last resort event, the Contestable <u>Retail</u> Customer shall notify the Central Registration Body and the Supplier of Last Resort if it chooses to be served by the latter.</p> <p><u>b) 3.4.3.2</u> Within twenty-four hours <u>two (2) working days</u> upon receiving notice from the Contestable <u>Retail</u> Customer, the Supplier of Last Resort</p>			<p><u>Contestable</u> Customers, the Supplier of Last Resort, and the defaulting Supplier if practicable, of the occurrence and the effective date of the transfer of the Contestable <u>Retail</u> Customer</p>		

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>Supplier of Last Resort shall inform the <i>Contestable Customer</i> of the terms of its supply contract and the applicable rates.</p> <p>3.4.3.3 The parties shall then notify the Central Registration Body that the Contestable <u>Retail</u> <i>Customer</i> has agreed to be served by the Supplier of Last Resort no later than forty-eight (48) hours <u>two (2) working days</u> after being notified of the occurrence of the last resort event and submit an attestation of the agreement duly signed by the Contestable Customer and the Supplier of Last Resort <u>a switch request in accordance with applicable requirements and procedures under Sections 3.2.1 and 3.2.2 of this Retail Rules.</u></p> <p><u>3.4.3.4 Upon</u></p>	<p>shall inform the <i>Contestable Customer</i> of the terms of its supply contract and the applicable rates.</p> <p><u>c) 3.4.3.3</u> The parties shall then notify the Central Registration Body that the Contestable <u>Retail</u> <i>Contestable Customer</i> has agreed to be served by the Supplier of Last Resort no later than forty-eight (48) hours <u>two (2) working days</u> after <u>being notified of the occurrence of the last resort event and submit</u> being notified of the occurrence of the last resort event and submit an attestation of the agreement duly signed by the Contestable Customer and the Supplier of Last Resort <u>a switch request in accordance with applicable requirements and procedures under Sections 3.2.1 and 3.2.2 of this Retail Rules.</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p><u>evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Clauses 3.2.2 of this Retail Rules.</u></p> <p>3.4.4 Within twenty-four hours upon being notified of the last resort event, a <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> –</p> <p>3.4.4.1 If it chooses to be served by the <i>Supplier of Last Resort</i>, shall take the necessary actions as set out in clause 3.4.3; or</p> <p>3.4.4.2 If it chooses not to be served by the <i>Supplier of Last Resort</i>, shall submit</p>	<p>d) 3.4.3.4 Upon <u>evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Clauses 3.2.2 of this Retail Rules.</u></p> <p>3.4.1.4 Within twenty-four hours upon being notified of the last resort event, a <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> –</p> <p>a) 3.4.4.1 If it chooses to be served by the <i>Supplier of Last Resort</i>, shall take the necessary actions as set out in clause 3.4.3; or</p> <p>b) 3.4.4.2 If it chooses not to be served by the <i>Supplier of Last Resort</i>, shall submit additional securities required by the <i>Market Operator</i> as necessary to fully satisfy the prudential</p>					
					Note: if a Contestable Customer that is a Direct WESM Member is no longer			

Retail Rules								
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		<p>additional securities required by the <i>Market Operator</i> as necessary to fully satisfy the prudential requirements set out in the <i>WESM Rules</i>.</p> <p>3.4.5 Disconnection of the <i>Contestable Customer</i> affected by a last resort event shall be initiated in accordance with prevailing rules and regulations on disconnection under the following conditions –</p> <p>3.4.5.1 At the instance of the <i>Central Registration Body</i> if the <i>Contestable Customer</i> that elected to be served by a <i>Supplier of Last Resort</i> -</p> <p>i. Fails to give notice within the period set out in</p>	<p>requirements set out in the <i>WESM Rules</i>.</p> <p>3.4.<u>1</u>.5 Disconnection of the <i>Contestable Customer</i> affected by a last resort event shall be initiated in accordance with prevailing rules and regulations on disconnection under the following conditions –</p> <p>3.4.<u>1</u>.5.1 At the instance of the <i>Central Registration Body</i> if the <i>Contestable Customer</i> that elected to be served by a <i>Supplier of Last Resort</i> -</p> <p>i. Fails to give notice within the period set out in clause 3.4.3<u>1</u>.3.a; or</p> <p>ii. Provides notice that it elects not to be transferred to a <i>Supplier of Last Resort</i> within the period set out in clause 3.4.</p> <p>iii. fails to enter into contract with the</p>		<p>supplied by a RES/ SOLR for its “retail” electricity, then its status as a Contestable Customer should be reconsidered.</p> <p>Proposing that a General Contestable Customer be given a chance to go back to being a captive customer if it fails to secure a contract with a SOLR instead of a disconnection particularly if it's the RES' fault that triggered the SOLR event.</p>			

Retail Rules								
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		<p>clause 3.4.3.1; or</p> <p>ii. Provides notice that it elects not to be transferred to a <i>Supplier of Last Resort</i> within the period set out in clause 3.4.3.1; or</p> <p>iii. fails to enter into contract with the <i>Supplier of Last Resort</i>; or</p> <p>iv. Fails to serve notice within the period set out in clause 3.4.3.1.</p> <p>3.4.5.2 In accordance with the conditions and procedures set out in <i>WESM Rules</i> section 3.15 and relevant <i>WESM</i> manual on suspension or deregistration of the <i>Direct WESM Member Contestable Customer</i> that elects not to be served by a <i>Supplier of Last Resort</i> fails to satisfy the prudential</p>	<p><i>Supplier of Last Resort</i>; or</p> <p>iv. Fails to serve notice within the period set out in clause 3.4.3.1.</p> <p>3.4.1.3.c.</p> <p>3.4.1.6 The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon receipt of notice of disconnection served by the Central Registration Body in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of Contestable-Retail <u>Contestable</u> Customers.</p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>requirements set by the <i>Market Operator</i>.</p> <p>3.4.6 The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon receipt of notice of disconnection served by the Central Registration Body in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of Contestable <i>Retail</i> Customers.</p>						
THE MARKET – PROCEDURES UPON OCCURRENCE OF LAST RESORT EVENTS	(new)	<p><u>3.4.8 GEOP End-Users which opt not to avail or fail to transfer to a Supplier of Last Resort within the timelines prescribed in Clause 3.4.3 shall revert to being a Captive End-user, subject to conditions and procedures under Section 3.5.</u></p>	<p><u>3.4.2 Last Resort Supply Events Affecting GEOP End-Users</u></p> <p><u>3.4.2.1 A GEOP End-User shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</u></p>	<p>Disaggregated Section 4 to have subsection for each type of Retail Customer.</p> <p>This subsection covers procedures for transfer to SOLR of GEOP End-Users</p>	Noted			

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			<p>a) <u>The Renewable Energy Supplier has ceased to operate;</u></p> <p>b) <u>The Renewable Energy Supplier's license or authorization has expired or has been revoked by the ERC;</u></p> <p>c) <u>The Renewable Energy Supplier's operating permit has been revoked by the DOE;</u></p> <p>d) <u>The Renewable Energy Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</u></p> <p>e) <u>Failure to renew the supply contract between a GEOP End-User and a Renewable Energy Supplier;</u></p> <p>f) <u>The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution</u></p>					

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			<p><u>Utility have been terminated, or</u></p> <p>g) <u>Any other event which the ERC may deem as a last resort supply event.</u></p> <p>3.4.2.2 <u>When the Central Registration Body receives notice of or determines the occurrence of a last resort event, it shall notify the affected GEOP End-User, the Supplier of Last Resort, and the defaulting Renewable Energy Supplier if practicable, of the occurrence and the effective date of the transfer of the GEOP End-User to the Supplier of Last Resort.</u></p> <p>3.4.2.3 <u>The following procedures shall be observed upon the occurrence of a last resort event:</u></p> <p>a) <u>Within two (2) working days from being</u></p>					

Retail Rules								
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			<p><u>notified of the occurrence of the last resort event, the <i>GEOP End-User</i> shall notify the <i>Central Registration Body</i> and the <i>Supplier of Last Resort</i> if it chooses to be served by the latter.</u></p> <p>b) <u>Within two (2) working days upon receiving notice from the <i>GEOP End-User</i>, the <i>Supplier of Last Resort</i> shall inform the <i>GEOP End-User</i> of the terms of its supply contract and the applicable rates.</u></p> <p>c) <u>The parties shall then notify the <i>Central Registration Body</i> that the <i>GEOP End-User</i> has agreed to be served by the <i>Supplier of Last Resort</i> no later than two (2) working days after being notified of the occurrence of the last resort event and submit a switch request in accordance with</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>applicable requirements and procedures under Sections 3.2.1 and 3.2.2 of this Retail Rules.</u> d) <u>Upon evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Clauses 3.2.2 of this Retail Rules.</u> <u>3.4.2.4-3.4.8 GEOP End-Users which opt not to avail or fail to transfer to a Supplier of Last Resort within the timelines prescribed in Clause 3.4.32 shall revert to being a Captive End-user, subject to conditions and procedures under Section 3.5.</u>					
THE MARKET – PROCEDURES UPON OCCURRENCE OF LAST RESORT EVENTS	(new)	(new)	3.4.3 <u>Last Resort Supply Events Affecting Aggregated Groups</u> 3.4.3.1 <u>An Aggregated Group shall be transferred to the Supplier of Last</u>	Disaggregated Section 4 to have subsection for each type of Retail Customer. This subsection covers procedures	Proposing that an Aggregated Group be given a chance to go back to being a captive customer (if connected to DU system) or as a DCC (if grid-connected) if			

Retail Rules								
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			<p><u>Resort upon occurrence of any one of the following last resort events:</u></p> <p>a) <u>The Retail Aggregator has ceased to operate;</u></p> <p>b) <u>The Retail Aggregator's license or authorization has been revoked by the ERC;</u></p> <p>c) <u>The Retail Aggregator is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</u></p> <p>d) <u>The agreements for transmission, wheeling or distribution services with the relevant Network Service</u></p>	<p>for transfer to SOLR of Aggregated Groups which is patterned after the procedures for Contestable Customers</p> <p>ERC Reso No. 04, Series of 2022 states that an Aggregated Group shall be treated as a single Contestable Customer. Thus, in transacting with an Aggregated Group, the CRB shall recognize it as a single entity and apply same post-switch procedures that are being applied to Contestable Customers.</p> <p>Included additional last resort supply events pursuant to Article IV Section 6 of the ERC Rules</p>	<p>it fails to secure a contract with a SOLR instead of a disconnection particularly if it's the Retail Aggregator's fault that triggered the SOLR event.</p>			

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			<p><u>Provider or Distribution Utility have been terminated, or</u></p> <p>e) <u>Excess billing of the contracted electricity rate by the Retail Aggregator unless measures were immediately taken by the Retail Aggregator upon discovery of error;</u></p> <p>f) <u>Non-payment of Retail Aggregator on its obligation to the DU, Generation Company and WESM, among others;</u></p> <p>g) <u>Final Decision issued by any Court in the Philippines convicting the Retail Aggregator of any crime or offense</u></p>					

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			<p><u>involving fraud or deceit;</u></p> <p>h) <u>Any other event which the ERC may deem as a last resort supply event.</u></p> <p>3.4.3.2 <u>The transfer to Supplier of Last Resort may be initiated through the following scenarios:</u></p> <p>a) <u>When an Aggregated Member, in accordance with Section 3.2.8.4, informs its intent to opt-out due to last resort events affecting all Aggregated Members in the</u></p>	Conditions for transfer to SOLR included pursuant to Article IV Section 8 of the ERC Reso No. 04, Series of 2022				

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			<u>Aggregated Group as listed in Section 3.4.3.1. Each Aggregated Member shall be notified by the Retail Aggregator of the termination of the supply contract, within five (5) days from the first notice of the Aggregated Member.</u> b) <u>When the Central Registration Body receives notice of or determines the occurrence of a last resort event as listed in Section 3.4.3.1.</u>					

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			<u>The Central Registration Body shall notify the affected Aggregated Group, the Supplier of Last Resort, and the defaulting Retail Aggregator, if practicable, of the occurrence and the effective date of the transfer of the Aggregated Group to the Supplier of Last Resort.</u> <u>3.4.3.3 The following procedures shall be observed upon the</u>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>occurrence of a last resort event:</u> a) <u>Within two (2) working days from being notified of the occurrence of the last resort event, the Aggregated Group shall notify the Central Registration Body and the Supplier of Last Resort if it chooses to be served by the latter.</u> b) <u>Within two (2) working days upon receiving notice from the Aggregated Group, the Supplier of Last Resort shall inform the Aggregated Group of the terms of its</u>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p><u>supply contract and the applicable rates.</u></p> <p>c) <u>The parties shall then notify the <i>Central Registration Body</i> that the Aggregated Group has agreed to be served by the <i>Supplier of Last Resort</i> no later than two (2) working days after being notified of the occurrence of the last resort event and submit a switch request in accordance with applicable requirements and procedures under Sections 3.2.1 and 3.2.2 of this <i>Retail Rules</i>.</u></p> <p>d) <u>Upon evaluation, the <i>Central Registration</i></u></p>					

Retail Rules								
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			<u>Body shall either approve or disapprove the switch request in accordance with procedures under Clauses 3.2.2 of this Retail Rules.</u> <u>3.4.3.4 Disconnection of the Aggregated Group affected by a last resort event shall be initiated in accordance with prevailing rules and regulations on disconnection at the instance of the Central Registration Body if the Aggregated Group that elected to be served by a Supplier of Last Resort -</u>					

Retail Rules								
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			<div><div>i.</div><div><u>Fails to give notice within the period set out in clause 3.4.3.3.a; or</u></div><div>ii.</div><div><u>Provides notice that it elects not to be transferred to a Supplier of Last Resort within the period set out in clause 3.4.3.3.a; or</u></div><div>iii.</div><div><u>fails to enter into contract with the Supplier of Last Resort; or</u></div><div>iv.</div><div><u>Fails to serve notice within the period set out in clause 3.4.3.3.d.</u></div></div>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			3.4.3.5 <u>The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon receipt of notice of disconnection served by the Central Registration Body in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of Aggregated Groups.</u>					
THE MARKET – PROCEDURES UPON OCCURRENCE OF LAST RESORT EVENTS	(new)	(new)	3.4.4 <u>Last Resort Supply Events Affecting Aggregated Members</u> 3.4.4.1 <u>An Aggregated Member shall be transferred to the</u>	This subsection covers conditions and procedures for transfer to SOLR of Members pursuant to Article IV Section 4 and Section 6 of the ERC Reso No. 04, Series of 2022.	Noted			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p><u>Supplier of Last Resort upon occurrence of any one of the following last resort events:</u></p> <p>a) <u>Breach of confidentiality regarding the Aggregated Member's information;</u></p> <p>b) <u>The Aggregated Member failed to provide notification of intent to opt-out thirty (30) days prior to the intended opt-out date pursuant to Section 3.2.8.4 of this Retail Rules</u></p> <p>c) <u>Any other event which the ERC may deem as a last resort supply event.</u></p>	<p>Note: IEMOP has recommended to ERC that opt-out of the Aggregated Member will directly result to its reversion to the captive market without having to transfer to SOLR supply to simplify process for both the Aggregated Member, the SOLR and the CRB.</p>				

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p>3.4.4.2 <u>Subject to procedures for termination of retail supply contracts of Aggregated Members with Retail Aggregators under Section 3.2.8 of this Retail Rules, the Supplier of Last Resort shall submit a switch request in accordance with requirements and procedures under Section 3.2.1 and 3.2.2 of this Retail Rules to enable provision of supply to the Aggregated Member.</u></p> <p>3.4.4.3 <u>Upon evaluation, the Central Registration</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>Body shall either approve or disapprove the switch request in accordance with procedures under Clauses 3.2.2 of this Retail Rules.</u> <u>3.4.4.4 The Aggregated Member shall be served by the Supplier of Last Resort for a maximum period of ninety (90) days. The said Aggregated Member shall be automatically reverted to the Captive Market at the end of such period unless the said Member has</u>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>opted to join an Aggregated Group, pursuant to procedures under Section 3.2.1.7, of this Retail Rules, within the said period of time.</u>					
REVERSION TO THE CAPTIVE MARKET	(new)	<u>REVERSION TO CAPTIVE MARKET</u> <u>A GEOP End-User may revert to being a Captive End-User subject to fulfillment of all of the following conditions:</u> <u>3.5.1.1 Its average monthly peak demand has decreased below 75% of 100 kW for the immediately</u>	<u>3.5 REVERSION TO CAPTIVE MARKET</u> <u>3.5.1 Reversion of GEOP End-Users to the Captive Market</u> <u>3.5.1.1 A GEOP End-User may revert to being a Captive End-User subject to fulfillment of all of the following conditions:</u> <u>a) 3.5.1.1 Its average monthly peak demand has decreased below 75% of 100 kW for the immediately</u>	To specify section 3.5.1 for reversion of GEOP End-Users to the captive market				

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p><u>preceding 6 consecutive months and the same is not attributable to seasonal demand as confirmed by the Central Registration Body and the Metering Services Providers, rendering it ineligible to participate in the Green Energy Option Program:</u></p> <p>3.5.1.2 <u>Any of the last resort supply events under Clause 3.4.1 has occurred:</u></p> <p>3.5.1.3 <u>Its contract with _____ a Supplier of</u></p>	<p><u>preceding 6 consecutive months and the same is not attributable to seasonal demand as confirmed by the Central Registration Body and the Metering Services Providers, rendering it ineligible to participate in the Green Energy Option Program:</u></p> <p>b) 3.5.1.2 <u>Any of the last resort supply events under Clause 3.4.1 has occurred:</u></p> <p>c) 3.5.1.3 <u>Its contract with a Supplier of Last Resort has exceeded _____ the maximum period.</u></p> <p>3.5.1.2 <u>A GEOP End-User may only exercise its option to revert to being a Captive Customer once every twelve (12) months.</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p><u>Last Resort</u> has exceeded the maximum period.</p> <p><u>A GEOP End-User may only exercise its option to revert to being a Captive Customer once every twelve (12) months.</u></p> <p><u>Upon verification that the conditions under Clauses 3.5.1, 3.5.2 and 3.5.3 were fulfilled, the Central Registration Body shall process the deregistration of the GEOP End-User in accordance with procedures under Clause 2.6 of these Retail Rules.</u></p>	<p><u>3.5.1.3 Upon verification that the conditions under Clauses Clauses 3.5.1, 3.5.1.2 and 3.5.1.3 were fulfilled, the Central Registration Body shall process the deregistration of the GEOP End-User in accordance with procedures under Clause 2.6 of these Retail Rules.</u></p>					
REVERSION TO THE CAPTIVE MARKET	(new)	(new)	<u>3.5.2 Reversion of Aggregated Group to the Captive Market</u>	Article IV Section 9 of ERC Reso. No. 04, S. of 2022 states conditions for status of contestability of	Noted			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p><u>3.5.2.1 An Aggregated Group shall revert to the captive market if its status of contestability has become invalid pursuant to conditions under Section 3.2.8.7 of this Retail Rules.</u></p> <p><u>3.5.2.2 The Retail Aggregator shall initiate the cessation of registration of the Aggregated Group with the Central Registration Body in accordance with procedures under Section 2.6 of these Retail Rules.</u></p>	Aggregated Group to become invalid. It is proposed that the Aggregated Group be reverted to the captive market upon lapse of status of contestability which will necessitate cessation of registration with the CRB				

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
METERING-PROVISION OF METERING INSTALLATIONS	4.3	<p>4.3 PROVISION OF METERING INSTALLATIONS</p> <p>4.3.1 Metering installations shall:</p> <p>4.3.1.1 Be provided by the <i>Retail Metering Services Provider</i>;</p> <p>4.3.1.2 Comply in all respects with the requirements of the <i>Distribution Code</i> relating to unbundled service, relevant regulatory issuances, and relevant <i>Market Manual</i> being implemented by the <i>Central Registration Body</i>.</p> <p>4.3.2 A metering installation shall:</p> <p>4.3.2.1 Be registered in the <i>WESM</i> through the <i>Central Registration Body</i>;</p>	<p>4.3 PROVISION OF METERING INSTALLATIONS</p> <p>4.3.1 Metering installations shall:</p> <p>4.3.1.1 Be provided by the <i>Retail Metering Services Provider</i>;</p> <p>4.3.1.2 Comply in all respects with the requirements of the <i>Distribution Code</i> relating to unbundled service, relevant regulatory issuances, and relevant <i>Market Manual</i> being implemented by the <i>Central Registration Body</i>.</p> <p>4.3.2 A metering installation of a Contestable Customer, GEOP End-User and Aggregated Members served by a Supplier of Last Resort shall:</p>	To comply with Article VI Section 2, 3 and 7 of ERC Reso No. 04, Series of 2022	Proposing to include a definition/ description for Virtual Metering and necessary details.	<p>A metering installation of a General Contestable Customer, GEOP End-User and Aggregated Members served by</p>		

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		4.3.2.2 Have electronic data recording facilities such that all <i>metering data</i> can be measured and recorded on an <i>interval</i> basis.	4.3.2.1 Be registered in the <i>WESM</i> through the <i>Central Registration Body</i> ; 4.3.2.2 Have electronic data recording facilities such that all <i>metering data</i> can be measured and recorded on an <i>interval</i> basis. <u>For an Aggregated Group, the Retail Metering Services Provider shall designate a virtual metering installation which represents the aggregate meter data from physical metering installations of Aggregated Members belonging to the Aggregated Group. Only the virtual metering installation shall be registered with the Central Registration Body.</u>			<u>a Supplier of Last Resort</u> shall:		
METERING- USE OF	4.3.4.1	4.3.4 Use of meters	4.3.4 Use of meters	To be consistent with Article VI of				

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
METERS		<p>4.3.4.1 The registered metering installation shall be used by the Central Registration Body as the primary source of metering data for the accounting and settlement, as applicable, of the transactions of Contestable Retail Customers and Suppliers registered in the WESM.</p> <p>xxx</p>	<p>4.3.4.1 The registered <i>metering installation</i> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the accounting and settlement, as applicable, of the transactions of the following:</p> <p>a) Retail Customers Contestable Customers</p> <p>b) GEOP End-Users</p> <p>c) Aggregated Members served by Supplier of Last Resort,</p> <p>d) Retail Electricity and Suppliers,</p> <p>e) Renewable Energy Suppliers; and</p> <p>f) Suppliers of Last Resort serving</p>	ERC Reso No. 04, Series of 2022	Revision for registered virtual meters	<p>a) Retail Customers General Contestable Customers</p> <p>b GEOP End-Users</p> <p>c Aggregated Members served by Supplier of Last Resort,</p> <p>d Retail Electricity and Suppliers, including Renewable Energy Suppliers; and</p> <p>f Suppliers of Last Resort serving Contestable Customers, GEOP End-Users and/or Aggregated Members, registered in the WESM.</p>		

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p><u>Contestable Customers, GEOP End-Users and/or Aggregated Members.</u></p> <p>registered in the WESM.</p> <p><u>4.3.4.2 The registered virtual metering installation shall be used by the Central Registration Body as the primary source of metering data for the accounting and settlement, as applicable, of the transactions of the following:</u></p> <p>a) <u>Aggregated Groups,</u></p> <p>b) <u>Retail Aggregators and</u></p> <p>c) <u>Suppliers of Last Resort</u> serving <u>Aggregated Groups.</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			Xxx					
METERING – PERFORMANCE OF METERING INSTALLATIONS	4.3.7	<p>4.3.7 Performance of Metering Installations</p> <p>4.3.7.1 The <i>Retail Metering Services Provider</i> shall use all reasonable endeavours to ensure that <i>metering data</i> is capable of being transmitted to the metering database from its <i>metering installations</i>:</p> <p>i. Within the applicable accuracy parameters described in the <i>Philippine Distribution Code</i> and relevant <i>Philippine Distribution Code</i> and relevant</p>	<p>4.3.7 Performance of Metering Installations</p> <p>4.3.7.1 The <i>Retail Metering Services Provider</i> shall use all reasonable endeavours to ensure that <i>metering data</i> is capable of being transmitted to the metering database from its <i>metering installations</i>:</p> <p>i. Within the applicable accuracy parameters described in the <i>Philippine Distribution Code</i> and relevant <i>Market Manual</i>; and</p> <p>ii. Within the time required for</p>	Intention of this provision is to clarify that performance of metering installations of Aggregated Members are not monitored by the CRB thus malfunctions or defects need not be reported.	Noted.			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>ii. <i>Market Manual</i>; and Within the time required for settlement and at a level of availability of at least ninety-nine percent per annum or as otherwise agreed between the <i>Central Registration Body</i> and the <i>Retail Metering Services Provider</i>.</p> <p>4.3.7.2 If a <i>metering installation</i> malfunctions or defect occurs, the <i>Retail Metering Services Provider</i> shall ensure that repairs shall be made as soon as</p>	<p>settlement and at a level of availability of at least ninety-nine percent per annum or as otherwise agreed between the <i>Central Registration Body</i> and the <i>Retail Metering Services Provider</i>.</p> <p>4.3.7.2 If a <i>metering installation</i> malfunctions or defect occurs, the <i>Retail Metering Services Provider</i> shall ensure that repairs shall be made as soon as practicable and in any event within one (1) week for the meter and within three (3) months for the instrument transformer from occurrence of the defect or malfunction,</p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>practicable and in any event within one (1) week for the meter and within three (3) months for the instrument transformer from occurrence of the defect or malfunction, unless otherwise extended by the <i>Central Registration Body</i> upon request of the <i>Retail Metering Services Provider</i>.</p> <p>4.3.7.3 A Contestable <i>Retail</i> Customer who becomes aware of a <i>metering installation</i> malfunction or other defect shall advise the <i>Retail Metering Services Provider</i> and the <i>Central Registration Body</i> immediately after it was detected.</p>	<p>4.3.7.3 A Contestable <i>Retail</i> Customer who becomes aware of a <i>metering installation</i> malfunction or other defect shall advise the <i>Retail Metering Services Provider</i> and the <i>Central Registration Body</i> immediately after it was detected.</p> <p><u>4.3.7.4 Clause 4.3.7.2 and 4.3.7.3 of this Retail Rules shall not be applicable to metering installation of Aggregated Members, unless the Aggregated Member is currently served by a Supplier of Last Resort.</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
METERING – METERING DATA	4.4	<p>4.4 METERING DATA</p> <p>4.4.1 Changes to Metering Data The <i>Retail Metering Services Provider</i> shall not make, cause or allow any alteration to the original stored data in a <i>metering installation</i>; and shall use reasonable endeavours to ensure that no other person or entity does the same.</p> <p>4.4.2 Data Transfer and Collection of Metering Data</p> <p>4.4.2.1 The <i>Retail Metering Services Provider</i> shall retrieve the <i>metering data</i> from the meter and transmit the data to the <i>Central Registration Body</i> within the period</p>	<p>4.3 METERING DATA</p> <p>4.4.1 Changes to Metering Data The <i>Retail Metering Services Provider</i> shall not make, cause or allow any alteration to the original stored data in a <i>metering installation</i>; and shall use reasonable endeavours to ensure that no other person or entity does the same.</p> <p>4.4.2 Data Transfer and Collection of Metering Data of Contestable Customers, GEOP End-Users and Aggregated Members served by Suppliers of Last Resort</p> <p>4.4.2.1 The <i>Retail Metering Services Provider</i> shall retrieve the <i>metering data</i> from the meter of Contestable Customers, GEOP</p>	To be consistent with Article VI of ERC Reso No. 04, Series of 2022	Clarification is requested on the procedures, accuracy and completeness of data using virtual metering points of the Retail Aggregator.			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>4.4.2.2 set out in the relevant <i>Market Manual</i>. The <i>Retail Metering Services Provider</i> shall not make, cause or allow any alteration to the original stored <i>metering data</i> as retrieved in the <i>metering installation</i>.</p> <p>4.4.2.3 The <i>Retail Metering Services Provider</i> must be capable of sending <i>metering data</i> in the required format to the <i>Central Registration Body</i>.</p> <p>4.4.2.4 The <i>Retail Metering Services Provider</i> shall, at its own cost, ensure that <i>metering data</i> derived from a</p>	<p><u><i>End-Users and Aggregated Members served by Suppliers of Last Resort</i></u> and transmit the data to the <i>Central Registration Body</i> within the period set out in the relevant <i>Market Manual</i>.</p> <p>4.4.2.2 The <i>Retail Metering Services Provider</i> shall not make, cause or allow any alteration to the original stored <i>metering data</i> as retrieved in the <i>metering installation</i>.</p> <p>4.4.2.3 The <i>Retail Metering Services Provider</i> must be capable of sending <i>metering data</i> in the required format to the <i>Central Registration Body</i>.</p> <p>4.4.2.4 The <i>Retail Metering Services Provider</i> shall, at its own cost, ensure that <i>metering</i></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p><i>metering installation</i> for which it is responsible shows the time and date at which it is recorded and is capable of being transmitted from the <i>metering installation</i> to the metering database in accordance with the <i>Central Registration Body's</i> reasonable requirements.</p> <p>4.4.3 Conversion to Dispatch Interval Data</p> <p>4.4.3.1 The <i>Central Registration Body</i> shall be responsible for converting the interval <i>metering data</i> submitted by the <i>Retail</i></p>	<p><i>data</i> derived from a <i>metering installation</i> for which it is responsible shows the time and date at which it is recorded and is capable of being transmitted from the <i>metering installation</i> to the metering database in accordance with the <i>Central Registration Body's</i> reasonable requirements.</p> <p>4.4.3 <u>Data Transfer and Collection of Metering Data of Aggregated Groups and Aggregated Members</u></p> <p>4.4.3.1 <u>The Retail Metering Services Provider shall retrieve the metering data from the meter of each Aggregated Member of an Aggregated Group.</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p><i>Metering Services Providers to metering data for each dispatch interval of the WESM.</i></p> <p>4.4.3.2 The Central Registration Body shall publish in the relevant Market Manual the procedures for converting interval metering data to dispatch interval metering data.</p>	<p>4.4.3.2 <u>The Retail Metering Services Provider shall determine the metering data of an Aggregated Group which is the sum of the metering data of all Aggregated Members belonging to the Aggregated Group.</u></p> <p>4.4.3.3 <u>The Retail Metering Services Provider shall ensure that the metering data of an Aggregated Member that has opted out pursuant to Section 3.2.8 of this Retail Rules is excluded from the Aggregated Group metering data.</u></p> <p>4.4.3.4 <u>The Retail Metering Services Provider shall transmit the Aggregated Group metering data, determined under Section 4.4.3.2 of this Retail Rules, to</u></p>		Is the sum per trading per interval?			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p>4.4.3.5 <u>the Central Registration Body within the period set out in the relevant Market Manual.</u></p> <p><u>The Retail Metering Services Provider shall not make, cause or allow any alteration to the original stored metering data as retrieved in the metering installation.</u></p> <p>4.4.3.6 <u>The Retail Metering Services Provider must be capable of sending the Aggregated Group metering data in the required format to the Central Registration Body.</u></p> <p>4.4.3.7 <u>The Retail Metering Services Provider shall, at its own cost, ensure that the Aggregated Group metering</u></p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p><u>data derived using Section 4.4.3.2 of this Retail Rules shows the time and date at which it is aggregated and is capable of being transmitted from to the metering database in accordance with the Central Registration Body's reasonable requirements.</u></p> <p>4.4.4 4.4.3 Conversion to Dispatch Interval Data</p> <p>4.4.4.1 The <i>Central Registration Body</i> shall be responsible for converting the interval <i>metering data</i> submitted by the <i>Retail Metering Services Providers</i> to <i>metering data</i> for each <i>dispatch interval</i> of the <i>WESM</i>.</p>					

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			4.4.4.2 The <i>Central Registration Body</i> shall publish in the relevant <i>Market Manual</i> the procedures for converting interval metering data to dispatch interval metering data.					
GLOSSARY	Chapter 5	(new)	<u>Aggregated Group - End-users, the demand of which, has been consolidated and supplied by a Retail Aggregator to qualify for contestability under current rules issued by the DOE and the ERC.</u>	Adopted definition from Section 3 of ERC Reso No. 04, S. of 2022	Noted			
GLOSSARY	Chapter 5	(new)	<u>Aggregated Member - End-user which is part of the Aggregated Group</u>	Adopted definition from Section 3 of ERC Reso No. 04, S. of 2022	Noted			
GLOSSARY	Chapter 5	(new)	<u>GEOP End-Users - Any person or entity requiring the supply and delivery of electricity sourcing 100% of its electricity requirements from renewable energy resources for its own use.</u>	Added since GEOP End-Users were not previously defined . Definition adopted from ERC Reso No. 08, S. of 2021	Noted			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
GLOSSARY	Chapter 5	(new)	<u>Retail Aggregator – A person or entity duly licensed by the ERC to engage in consolidating electric power demand of End-users for the purpose of purchasing and reselling electricity on a group basis</u>	Adopted definition from Section 3 of ERC Reso No. 04, S. of 2022	Noted			
GLOSSARY	Chapter 5	<u>Retail Customer – An electricity end- user that is qualified to contract electricity supply from Suppliers in accordance with qualifications issued by the ERC either in the capacity of a Contestable Customer or a GEOP End-User as prescribed in Republic Act No. 9513. For clarity, the term “Retail Customer” shall collectively pertain to “Contestable Customer” and “GEOP End-User” unless the context requires that the term specifically refer to either a “Contestable Customer” or “GEOP End-User”.</u>	<u>Retail Customer – An electricity end- user that is qualified to contract electricity supply from Suppliers, in accordance with qualifications issued by the ERC either in the capacity of a Contestable Customer, or a GEOP End-User or an Aggregated Group as prescribed in Republic Act No. 9513. For clarity, the term “Retail Customer” shall collectively pertain to “Contestable Customer”, and “GEOP End-User” and Aggregated Group unless the context requires that the term specifically refer to either a “Contestable</u>	Updated definition of Retail Customer to cover Aggregated Groups	Similar to proposed revision above.			

Retail Rules								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>Customer", or "GEOP End-User" or Aggregated Group.</u>					
GLOSSARY	Chapter 5	Retail Metering Services Provider - A person or entity authorized to provide metering services to contestable customers and registered with the <i>Central Registration Body</i> in that capacity in accordance with Chapter 2 of these <i>Retail Rules</i> .	Retail Metering Services Provider - A person or entity authorized to provide metering services to contestable customers <u>Retail Customers</u> and registered with the <i>Central Registration Body</i> in that capacity in accordance with Chapter 2 of these <i>Retail Rules</i> .	Updated to cover all Retail Customers	Proposing to retain "Contestable Customers" based on aforementioned comments.			
GLOSSARY	Chapter 5	Supplier – refers to any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the end- users, <u>in the capacity of a Retail Electricity Supplier and/or Renewable Energy Supplier.</u> and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 <u>and Clause 2.4.2.3</u> of these Retail Rules.	Supplier – refers to any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the end-users, <u>in the capacity of a Retail Electricity Supplier, Retail Aggregator and/or Renewable Energy Supplier.</u> and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 <u>and Clause 2.4.2.3</u> of these Retail Rules.	Updated definition of Supplier to cover Retail Aggregators	Similar to proposed revision above.			

D. Retail Manual on Registration Criteria and Procedures

Retail Manual on Registration Criteria and Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
<p><i>Please write general comments here, if any.</i></p> <p>Essentially, Retail Aggregators and RE Suppliers are Retail Electricity Suppliers (RES). These entities are clearly defined in the corresponding ERC Resolutions. Creating “Supplier” as an umbrella name for these three may further create confusion and deviation from the ERC issuances. Meanwhile, GEOP End-users and Aggregated Groups are essentially Contestable Customers. Creating an umbrella name under “Retail Customers” would mean that they are not Contestable Customers, who are clearly defined as customers having a choice of electricity supply. Moreover, defining “Retail Customers” as Contestable Customers, GEOP End-users and Aggregated Groups would exclude the customers in the captive market who are also retail customers.</p>								
INTRODUCTION AND GENERAL GUIDELINES - PURPOSE & SCOPE OF APPLICATION	Section I-1	Pursuant to Clause 2.5 of the <i>Retail Rules</i> , the <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that shall provide the requirements and procedures for the registration of <i>Contestable Customers</i> , as applicable, <i>Suppliers</i> and <i>Retail Metering Service Providers</i> in the <i>WESM</i> . <u>Requirements and procedures for the registration of <i>Suppliers</i> that are <i>Renewable Energy Suppliers</i> and <i>Retail Customers</i> under the <i>Green Energy Option Program</i> are covered by</u>	Pursuant to Clause 2.5 of the <i>Retail Rules</i> , the <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that shall provide the requirements and procedures for the registration of <i>Contestable Customers</i> , <u><i>Aggregated Groups and Aggregated Members</i></u> , as applicable, <u><i>Retail Electricity Suppliers</i></u> , <u><i>Retail Aggregators</i></u> and <i>Retail Metering Service Providers</i> in the <i>WESM</i> . <u>Requirements and procedures for the registration of <i>Suppliers</i> that are <i>Renewable Energy Suppliers</i> and <i>Retail Customers</i> under the <i>Green Energy Option Program</i> are covered by the <i>Retail Manual on Green Energy Options Procedures</i>.</u> The criteria, guidelines and procedures for	To include Retail Aggregation participants in the scope of this Manual		Pursuant to Clause 2.5 of the <i>Retail Rules</i> , the <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that shall provide the requirements and procedures for the registration of <i>Contestable Customers</i> , <u>including <i>Aggregated Groups and Aggregated Members</i></u> , as applicable, <u><i>Retail Electricity Suppliers</i></u> <u>including <i>Retail Aggregators</i></u> and <i>Retail Metering</i>		

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		<p><u>the Retail Manual on Green Energy Options Procedures.</u> The criteria, guidelines and procedures for registration of <i>metering installations</i> are covered by the <i>Retail Metering Manual</i>. The suspension and de-registration procedures shall be governed by the <i>WESM Market Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p>This Manual implements relevant provisions of Chapter 2 of the Rules for Competitive Retail Electricity Market ("Retail Rules").</p>	<p>registration of <i>metering installations</i> are covered by the Retail Metering Manual. The suspension and de-registration procedures shall be governed by the <i>WESM Market Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p>This Manual implements relevant provisions of Chapter 2 of the Rules for Competitive Retail Electricity Market ("Retail Rules").</p>			Service Providers in the WESM.		
INTRODUCTION AND GENERAL GUIDELINES - GENERAL GUIDELINES	Section I -3	<p>3. GENERAL GUIDELINES</p> <p>3.1 All <i>Contestable Customers, Suppliers, and Retail Metering Service Providers</i> authorized by the <i>Energy Regulatory Commission</i> are eligible to become members of the WESM subject to compliance with set membership criteria. Pursuant to Republic Act No.</p>	<p>3. GENERAL GUIDELINES</p> <p>3.1 All <i>Contestable Customers, Retail Electricity Suppliers, Retail Aggregators</i> and <i>Retail Metering Service Providers</i> authorized by the <i>Energy Regulatory Commission</i> are eligible to become members of the WESM subject to compliance with set membership criteria. Pursuant to Republic Act No. 9136, the <i>Energy</i></p>	To include Retail Aggregation participants in the scope of this Manual and to provide general guidelines for CRB-only registration of Contestable Customers		3.1 All <i>Contestable Customers, Retail Electricity Suppliers, including Retail Aggregators</i> , and <i>Retail Metering Service Providers</i> authorized by the <i>Energy Regulatory Commission</i> are eligible to become members of the WESM subject to		

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		<p>9136, the <i>Energy Regulatory Commission</i> is the agency mandated to authorize other persons or entities that can be eligible to become members of the <i>WESM</i>.</p> <p>3.2 Considering its implications, suspension and deregistration from the <i>WESM</i> shall be carried out in strict compliance with the procedures in <i>WESM Market Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures.</p>	<p><i>Regulatory Commission</i> is the agency mandated to authorize other persons or entities that can be eligible to become members of the <i>WESM</i>.</p> <p>3.2 Considering its implications, suspension and deregistration from the <i>WESM</i> shall be carried out in strict compliance with the procedures in <i>WESM Market Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p><u>3.3 Contestable Customers or Aggregated Groups are considered registered with the Central Registration Body upon effectivity of switch to Retail Electricity Suppliers or Retail Aggregators, respectively, pursuant to relevant switching procedures in the Retail Rules.</u></p> <p><u>3.4 Aggregated Members, by themselves, shall not be registered with the Central Registration Body unless an Aggregated Member transfers to a Supplier of Last Resort pursuant to relevant procedures in the Retail Rules.</u></p>	and Aggregated Groups		<p>compliance with set membership criteria. Pursuant to Republic Act No. 9136, the <i>Energy Regulatory Commission</i> is the agency mandated to authorize other persons or entities that can be eligible to become members of the <i>WESM</i>.</p> <p><u>3.3 General Contestable Customers or and Aggregated Groups are considered registered with the Central Registration Body upon effectivity of switch to Retail Electricity Suppliers or and Retail Aggregators, respectively, pursuant to relevant switching procedures in the Retail Rules.</u></p>		
					Clarification on the registration of			

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			<u>3.5 Registration of Aggregated Groups that are directly connected to the transmission system in the WESM shall be in accordance with Section 2.2.4.2 of the WESM Rules and the relevant provisions of the WESM Manual on Registration, Suspension and De-registration Criteria and Procedures.</u>		an Aggregated Group with members that are directly connected and not directly connected to the transmission system.			
INTRODUCTION AND GENERAL GUIDELINES - RESPONSIBILITIES	Section I -4.1.1	4.1.1 Applicants. All <i>Contestable Customers, Suppliers, and Retail Metering Service Providers</i> applying for registration in the <i>WESM</i> shall comply with the requirements and procedures set forth in this <i>Market Manual</i> and in the <i>Retail Rules</i> .	4.1.1 Applicants. All <i>Contestable Customers, <u>Aggregated Groups, Aggregated Members, Retail Electricity Suppliers, Retail Aggregators</u></i> and <i>Retail Metering Service Providers</i> applying for registration in the <i>WESM</i> <u>and/or with the Central Registration Body</u> shall comply with the requirements and procedures set forth in this <i>Market Manual</i> and in the <i>Retail Rules</i> .	To include Retail Aggregation participants as potential applicants and to clarify that CRB-only registration is possible		4.1.1 Applicants. All <i>Contestable Customers, <u>including Aggregated Groups and Aggregated Members, Retail Electricity Suppliers, including Retail Aggregators,</u></i> and <i>Retail Metering Service Providers</i> applying for registration in the <i>WESM</i> <u>and/or with the Central Registration Body</u> shall comply with the requirements and procedures set forth in this <i>Market Manual</i> and in the <i>Retail Rules</i>		

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REGISTRATION PROCEDURES - COVERAGE	Section II-1	<p>2.1. COVERAGE</p> <p>Pursuant to Chapter 2 of the <i>Retail Rules</i>, this Section:</p> <p>a) Describes the <i>WESM</i> membership categories and levels of participation;</p> <p>b) Prescribes the pre-requisites for applying for <i>WESM</i> registration; and</p> <p>c) Provides the procedures for pre-registration by <i>Suppliers, Contestable Customers, and Retail Metering Service Providers</i> upon integration of retail competition in the <i>WESM</i>.</p> <p>The procedures and criteria for registering in the <i>WESM</i> as a <i>WESM Member</i> are covered by the <i>WESM Manual on Registration, Suspension and</i></p>	<p>2.1 COVERAGE</p> <p>Pursuant to Chapter 2 of the <i>Retail Rules</i>, this Section:</p> <p>a) Describes the <i>WESM</i> membership categories and levels of participation;</p> <p>b) Prescribes the pre-requisites for applying for <i>WESM</i> registration; and</p> <p>c) Provides the procedures for pre-registration by <u><i>Retail Electricity Suppliers, Retail Aggregators, Contestable Customers, Aggregated Groups, Aggregated Members</i></u> and <i>Retail Metering Service Providers</i> upon integration of retail competition <u>with the Central Registration Body and/or</u> in the <i>WESM</i>.</p> <p>The procedures and criteria for registering in the <i>WESM</i> as a <i>WESM Member</i> are covered by the <i>WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures</i>. This section provides information requirements and</p>	To include Retail Aggregation participants as potential applicants and to clarify that CRB-only registration is possible	Proposed renaming of participants are based on aforementioned comments and previously proposed revisions.			

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		De-Registration Criteria and Procedures. This section provides information requirements and procedures that will guide the <i>Contestable Customers, Suppliers, and Retail Metering Services Providers</i> in applying for membership.	procedures that will guide the <i>Contestable Customers, <u>Aggregated Groups, Aggregated Members, Retail Electricity Suppliers, Retail Aggregators</u> and Retail Metering Services Providers</i> in applying for ees membership.	Clerical revision				
REGISTRATION PROCEDURES - REGISTRATION OF SUPPLIERS	Section II-2	<p>2 REGISTRATION OF SUPPLIERS</p> <p>2.1. Overview</p> <p><i>Suppliers</i> shall register in the WESM as a <i>Direct WESM Members</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as provided for in Chapter 2 of the <i>WESM Rules</i>.</p> <p><i>Distribution Utilities</i> shall register as <i>Direct WESM Members</i> in their capacity as <i>Local Suppliers</i> and <i>Suppliers of Last Resort</i>.</p>	<p>2 REGISTRATION OF <u>RETAIL ELECTRICITY SUPPLIERS, RETAIL AGGREGATORS AND SUPPLIERS OF LAST RESORT</u></p> <p>2.1. Overview</p> <p><u><i>Retail Electricity Suppliers and Retail Aggregators</i></u> shall register in the WESM as a <i>Direct WESM Members</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as provided for in Chapter 2 of the <i>WESM Rules</i>.</p> <p><i>Distribution Utilities</i> shall register as <i>Direct WESM Members</i> in their capacity as <i>Local Suppliers</i> and <i>Suppliers of Last Resort</i>.</p>	To specify that this Section governs registration of Retail Electricity Suppliers, Retail Aggregators and Suppliers of Last Resort		<u><i>Retail Electricity Suppliers and including Retail Aggregators</i></u>		

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		<p>Applications for registration shall be submitted to the <i>Market Operator</i> together with documents and information required by the <i>Market Operator</i> to prove compliance with membership criteria and requirements for registration.</p> <p><i>Suppliers</i> must have completed their registration as <i>Direct WESM Members</i> before they can transact in the <i>WESM</i> for their <i>Contestable Customer</i> counterparties.</p> <p>2.2. Information Requirements</p> <p>2.2.1. The <i>Suppliers</i> shall submit to the <i>Market Operator</i> the specific documents and information required as posted in the market information website to prove its compliance with <i>WESM</i> membership criteria and qualifications.</p>	<p>Applications for registration shall be submitted to the <i>Market Operator</i> together with documents and information required by the <i>Market Operator</i> to prove compliance with membership criteria and requirements for registration.</p> <p><u>Retail Electricity Suppliers and Retail Aggregators</u> must have completed their registration as <i>Direct WESM Members</i> before they can transact in the <i>WESM</i> for their <i>Contestable Customer</i> <u>or Aggregated Group</u> counterparties.</p> <p>2.2. Information Requirements</p> <p>2.2.1. The <u>Retail Electricity Suppliers and Retail Aggregators</u> shall submit to the <i>Market Operator</i> the specific documents and information required as posted in the market information website to prove its compliance with <i>WESM</i> membership criteria and qualifications.</p>					

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		<p>2.2.2. Once an applicant submits an accomplished application form with supporting requirements, the <i>Market Operator</i> shall assess and evaluate the application in accordance with Chapter 2 of the <i>WESM Rules</i> and <i>WESM Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p>2.2.3. The <i>Suppliers, Local Suppliers</i> and <i>Suppliers of Last Resort</i> shall submit to the <i>Central Registration Body</i> for posting in the market website the contracting parameters including the general offer, terms and conditions</p>	<p>2.2.2. Once an applicant submits an accomplished application form with supporting requirements, the <i>Market Operator</i> shall assess and evaluate the application in accordance with Chapter 2 of the <i>WESM Rules</i> and <i>WESM Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p>2.2.3. The <i>Retail Electricity Suppliers, Retail Aggregators</i>, <i>Local Suppliers</i> and <i>Suppliers of Last Resort</i> shall submit to the <i>Central Registration Body</i> for posting in the market website the contracting parameters including the general offer, terms and conditions such as indicative average contract price, offers and scope of services being offered by them.</p>			<p>The <i>Retail Electricity Suppliers, including Retail Aggregators, Local Suppliers Local RES</i> and <i>Suppliers of Last Resort</i> shall submit to the <i>Central Registration Body</i> for posting in the market website the contracting parameters including the general offer, terms and conditions such as indicative average contract price, offers and scope of services being offered by them.</p>		

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		such as indicative average contract price, offers and scope of services being offered by them.						
REGISTRATION PROCEDURES – CONTESTABLE CUSTOMERS	Section II-3	<p>3 REGISTRATION OF CONTESTABLE CUSTOMERS</p> <p>3.1 Overview Registration shall be in accordance with the certification of contestability issued by the <i>Energy Regulatory Commission</i> which is on a “facility” basis in that each certificate is attached to a metering point. For registration purposes, entities who have more than one (1) <i>registered facility</i> shall have multiple registrations and, at their option, each registration may either be as <i>Direct WESM</i></p>	<p>3 REGISTRATION OF CONTESTABLE CUSTOMERS, <u>AGGREGATED GROUPS AND AGGREGATED MEMBERS</u></p> <p><u>3.1 Registration of Contestable Customers</u></p> <p>3.1.1 3.1 Overview</p> <p>Registration shall be in accordance with the certification of contestability issued by the <i>Energy Regulatory Commission</i> which is on a “facility” basis in that each certificate is attached to a metering point. For registration purposes, entities who have more than one (1) <i>registered facility</i> shall have multiple registrations and, at their option, each registration may either be as <i>Direct WESM</i></p>	Renumbering of Section 3.1 to specify that this Section is for registration of Contestable Customers	Proposed renaming of participants are based on aforementioned comments and previously proposed revisions			

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		<p><i>Member or Indirect WESM Member.</i></p> <p>Directly-connected customers are required to register in the <i>WESM</i> pursuant to <i>WESM Rules</i> Clause 2.2.4.2 whether or not it is certified by the ERC as a <i>Contestable Customer</i>.</p> <p>3.2 Pre-registration Procedures</p> <p>3.2.1 <i>Distribution Utilities</i> shall notify the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from its validation that a customer has met the required demand threshold of contestability. The <i>Distribution Utilities</i> <u>Network Service Providers</u> shall submit to the <i>Central Registration Body</i> the</p>	<p><i>Member or Indirect WESM Member.</i></p> <p>Directly-connected customers are required to register in the <i>WESM</i> pursuant to <i>WESM Rules</i> Clause 2.2.4.2 whether or not it is certified by the ERC as a <i>Contestable Customer</i>.</p> <p>3.1.2 3.2 Pre-registration Procedures</p> <p>3.1.2.1 <i>3.2.1 Distribution Utilities</i> shall notify the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from its validation that a customer has met the required demand threshold of contestability. The <i>Distribution Utilities</i> <u>Network Service Providers</u> shall submit to the</p>					

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		<p>following customer information <u>of newly qualified customers that have met the threshold of contestability every fifteenth (15th) day of the month:</u></p> <ul style="list-style-type: none"> a) Customer name; b) Billing and service addresses; c) Customer's account number; d) Customer contact information (telephone numbers and e-mail addresses); e) Meter number; f) Meter specifications (interval metering, channels); and g) SEIN of the grid metering point of the Distribution Utility where the supply of the end 	<p><i>Central Registration Body</i> the following customer information <u>of newly qualified customers that have met the threshold of contestability every fifteenth (15th) day of the month:</u></p> <ul style="list-style-type: none"> a) Customer name; b) Billing and service addresses; c) Customer's account number; d) Customer contact information (telephone numbers and e-mail addresses); 					

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		<p>user passes through.; <u>and</u></p> <p>h) <u>Confirmation that the end-user has signified interest to participate under retail competition.</u></p> <p><u>3.2.2</u> The <i>Distribution Utilities</i> shall use the form published by the <i>Central Registration Body</i> in the market information website in providing the customer information of the end users identified in this Section.</p> <p>3.2.2. The Central Registration Body, within five (5) working days from receipt of such notice, shall secure confirmation from the ERC if such customer has been certified as</p>	<p>e) Meter number;</p> <p>f) Meter specifications (interval metering, channels); <u>and</u></p> <p>g) SEIN of the grid metering point of the Distribution Utility where the supply of the end user passes through.; <u>and</u></p> <p>h) <u>Confirmation that the end-user has signified interest to participate under retail competition.</u></p> <p>3.1.2.2 3.2.2The <i>Distribution Utilities</i> shall use the form</p>					

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		<p>contestable and, if so certified, shall maintain record of the customer in the database registry for Contestable Customers.</p> <p>3.2.3. If a <i>Contestable Customer</i> intends to voluntarily participate in the <i>WESM</i> directly, it shall enter into a retail supply contract and register as <i>Direct WESM Member</i> and shall fulfill all such registration requirements. If a <i>Contestable Customer</i> does not intend to participate in the <i>WESM</i> but voluntarily entered into a retail supply contract, its <i>Supplier</i> shall register the <i>Contestable Customer</i> with the <i>Central Registration Body</i> in accordance</p>	<p>published by the <i>Central Registration Body</i> in the market information website in providing the customer information of the end users identified in this Section.</p> <p>3.2.2. The <i>Central Registration Body</i>, within five (5) working days from receipt of such notice, shall secure confirmation from the <i>ERC</i> if such customer has been certified as contestable and, if so certified, shall maintain</p>					

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		<p>with <i>Retail Rules</i> Clause 3.2.2.3.</p> <p>3.2.4. The <i>Supplier</i> may submit a switch request to the <i>Central Registration Body</i> for the voluntary registration of <i>Contestable Customer</i> in the <i>WESM</i> in accordance with Retail Rules 3.2.2.1.</p> <p>3.3. Information Requirements</p> <p>3.3.1. For voluntary <i>Direct WESM Membership</i> of <i>Contestable Customers</i>, the <i>Contestable Customer</i> (applying as a <i>Direct WESM member</i>) and <i>Supplier</i> shall submit to the <i>Market Operator</i> the specific information and documents as posted in the <i>market</i></p>	<p>record of the customer in the database registry for <i>Contestable Customers</i>.</p> <p>3.1.2.3 3.2.3. If a <i>Contestable Customer</i> intends to voluntarily participate in the <i>WESM</i> directly, it shall enter into a retail supply contract and register as <i>Direct WESM Member</i> and shall fulfill all such registration requirements. If a <i>Contestable Customer</i> does not intend to participate in the <i>WESM</i> but voluntarily entered into a retail supply</p>					

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		<p><i>information website</i> in accordance with the <i>Retail Rules</i> and this <i>Market Manual</i>.</p> <p>3.3.2. <i>Contestable Customer</i> not wishing to register as a <i>Direct WESM Member</i>, shall be enrolled by its Supplies (applying on behalf of the <i>Contestable Customer</i>) with the <i>Central Registration Body</i> and shall submit specific information and documents as posted in the <i>market information website</i> in accordance with the <i>Retail Rules</i> and this <i>Market Manual</i>.</p> <p>3.3.3. The <i>Central Registration Body</i> shall</p>	<p>contract, its <i>Supplier</i> shall register the <i>Contestable Customer</i> with the <i>Central Registration Body</i> in accordance with <i>Retail Rules</i> Clause 3.2.2.3.</p> <p>3.1.2.4 3.2.4. The <i>Supplier</i> may submit a switch request to the <i>Central Registration Body</i> for the voluntary registration of <i>Contestable Customer</i> in the <i>WESM</i> in accordance with <i>Retail Rules</i> 3.2.2.1.</p> <p>3.1.3 3.3. Information Requirements</p>					

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		<p>immediately assess the completion of the information requirements and it shall notify the <i>Supplier</i> and the <i>Contestable Customer</i>, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of <i>switch request</i> within two (2) <i>working days</i> from the receipt of the <i>switch request</i>.</p> <p>3.3.4. The <i>Central Registration Body</i> shall approve the switch request upon completion of the requirements and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, the <i>Contestable Customer</i> (as</p>	<p>3.1.3.1 3.3.1. For voluntary <i>Direct WESM Membership</i> of <i>Contestable Customers</i>, the <i>Contestable Customer</i> (applying as a <i>Direct WESM member</i>) and <i>Supplier</i> shall submit to the <i>Market Operator</i> the specific information and documents as posted in the <i>market information website</i> in accordance with the <i>Retail Rules</i> and this <i>Market Manual</i>.</p> <p>3.1.3.2 3.3.2. <i>Contestable Customer</i> not wishing to register as a <i>Direct WESM Member</i>, shall be enrolled by its <i>Suppliers</i> (applying on behalf of the <i>Contestable Customer</i>) with the <i>Central Registration Body</i> and shall submit specific information</p>					

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		<p>applicable), the <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the <i>switch request</i> and the effective date of the switch within two (2) working days in accordance with the <i>Retail Rules</i> Clause 3.2.2.1 to 3.2.2.3.</p> <p>3.4. Reporting</p> <p>3.4.1. The <i>Central Registration Body</i> shall provide a monthly report to each <i>Distribution Utility</i> on the timeliness and completeness</p>	<p>and documents as posted in the <i>market information website</i> in accordance with the <i>Retail Rules</i> and this <i>Market Manual</i>.</p> <p>3.1.3.3 3.3.3.—The <i>Central Registration Body</i> shall immediately assess the completion of the information requirements and it shall notify the <i>Supplier</i> and the <i>Contestable Customer</i>, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of <i>switch request</i> within two (2) <i>working days</i> from the receipt of the <i>switch request</i>.</p> <p>3.1.3.4 3.3.4.—The <i>Central Registration Body</i> shall approve the switch</p>					

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		<p>of its submission under Section 3.2.1 on or before the end of each month.</p> <p>3.4.2. The <i>Central Registration Body</i> shall submit a quarterly report to the ERC and the DOE on the timeliness and completeness of the submission of the <i>Distribution Utilities</i> with Section 3.2.1 on or before the 15th day of the month after the end</p>	<p>request upon completion of the requirements and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, the <i>Contestable Customer</i> (as applicable), the <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the <i>switch request</i> and the effective date of the switch within two (2) working days in accordance with the <i>Retail Rules</i> Clause 3.2.2.1 to 3.2.2.3.</p> <p>3.1.4 3.4. Reporting</p> <p><u>3.1.4.1</u> 3.4.1. The <i>Central Registration Body</i> shall provide a monthly report to each <i>Distribution</i></p>					

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		of each quarter.	<p><i>Utility</i> on the timeliness and completeness of its submission under Section 3.2.1 on or before the end of each month.</p> <p><u>3.1.4.2</u> 3.4.2.—The <i>Central Registration Body</i> shall submit a quarterly report to the ERC and the DOE on the timeliness and completeness of the submission of the <i>Distribution Utilities</i> with Section 3.2.1 on or before the 15th day of the month after the end of each quarter.</p>					
REGISTRATION PROCEDURES – REGISTRATION OF CONTESTABLE CUSTOMERS	Section II-3	(new)	<p><u>3.2 Registration of Aggregated Groups and Aggregated Members</u></p> <p>3.2.1 <u>Aggregated Groups connected to the distribution system shall register with the Central Registration Body only.</u></p>	Include dedicated subsection for registration of aggregated groups and aggregated members consistent with	Noted			

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			<p>3.2.2 <u>Registration of Aggregated Groups that are directly connected to the transmission system shall be in accordance with Section 2.2.4.2 of the WESM Rules and the relevant provisions of the WESM Manual on Registration, Suspension and De-registration Criteria and Procedures</u></p> <p>3.2.3 <u>Eligibility of Aggregated Groups to register and transact with the Central Registration Body shall be based on the issuance of certification by the Retail Aggregator that the consolidated demand of the Aggregated Group has met the threshold for contestability and has fulfilled the criteria for aggregation within a contiguous area under applicable laws and rules.</u></p> <p>3.2.4 <u>The Retail Aggregator shall register the Aggregated Group with the Central Registration Body by submitting a switch request in accordance with Retail Rules Clause 3.2.1 and 3.2.2.</u></p>	<p>section 2.2 of the Retail Rules</p> <p>Submission of pre-switch customer information and related reportorial requirements are not applicable to Aggregated Groups and Aggregated Members</p>	<p>Clarification on registration of Aggregated Groups with Aggregated Members that are connected and not connected directly to the transmission system.</p>			

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			<p>3.2.5 <u>Aggregated Members, by themselves, shall not be registered with the Central Registration Body unless an Aggregated Member transfers to a Supplier of Last Resort pursuant to conditions under Section 3.2.8 and Section 3.4 of the Retail Rules.</u></p> <p>3.2.6 <u>The Supplier of Last Resort shall register the Aggregated Member with the Central Registration Body by submitting a switch request in accordance with Retail Rules Clause 3.2.1 and 3.2.2.</u></p>		Noted			
REGISTRATION PROCEDURES – REGISTRATION OF METERING SERVICE PROVIDERS	Section II-4.1	<p>4.1 Overview</p> <p>Persons or entities wishing to register with the <i>Central Registration Body</i> as a <i>Retail Metering Services Provider</i> must have been authorized and issued the pertinent license or authorization to operate as <i>Retail Metering Services Provider</i> by the ERC and shall register in the</p>	<p>4.1 Overview</p> <p>Persons or entities wishing to register with the <i>Central Registration Body</i> as a <i>Retail Metering Services Provider</i> must have been authorized and issued the pertinent license or authorization to operate as <i>Retail Metering Services Provider</i> by the ERC and shall register in the <i>WESM</i> as a <i>Retail Metering Services Provider</i> and shall fulfil all</p>	<p>To cover provision of metering service to Aggregated Groups and Aggregated Members</p> <p>To harmonize with revisions to Section</p>				

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		<p><i>WESM as a Retail Metering Services Provider</i> and shall fulfil all such registration requirements as set out in Chapter 2 of the <i>WESM Rules</i>.</p> <p>Upon the commencement of retail competition, <i>Distribution Utilities</i> shall serve as the default <i>Retail Metering Services Provider</i> for <i>Contestable Customers</i> with service addresses located within their franchise area and are deemed registered in the <i>WESM</i> without need of complying with registration requirements.</p>	<p>such registration requirements as set out in Chapter 2 of the <i>WESM Rules</i>.</p> <p>Upon the commencement of retail competition, <i>Distribution Utilities</i> shall serve as the default <i>Retail Metering Services Provider</i> for <i>Contestable Customers</i>, <u>Aggregated Groups and Aggregated Members, as applicable</u>, with service addresses located within their franchise area and are deemed registered in the <i>WESM</i> without need of complying with registration requirements. <u>shall register in the <i>WESM</i>.The Market Operator may also require existing Retail Metering Services Providers currently serving Contestable Customers who intends to provide service to GEOP End-Users to submit registration requirements.</u></p>	2.4.9 of the Retail Rules	Noted			
SUSPENSION, DISCONNECTION AND DE-REGISTRATION	Section III	<p><u>1. FOR PARTICIPANTS REGISTERED IN THE WESM</u></p> <p>The suspension, de-registration and cessation</p>	<p><u>1. FOR PARTICIPANTS REGISTERED IN THE WESM</u></p> <p>The suspension, de-registration and cessation of the <i>Suppliers</i>, <u>Retail Metering</u></p>		Noted			

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		<p>of the membership of the Suppliers, <u>Retail Metering Services Providers</u> and <u>Contestable Customers</u> in the WESM shall be governed by the WESM Rules, Retail Rules and relevant Market Manuals, <u>provided that the Contestable Customer and/or its relevant Supplier is not required to provide notice of cessation of WESM membership of a Contestable Customer to the System Operator.</u></p> <p><u>Upon suspension, deregistration, or cessation of membership from the WESM, the Supplier, Retail Metering Services Provider or Contestable Customer shall also be deemed suspended, deregistered or ceased with the Central Registration Body.</u></p>	<p><u>Services Providers</u> and <u>Contestable Customers</u> in the WESM shall be governed by the WESM Rules, Retail Rules and relevant Market Manuals, <u>provided that the Contestable Customer and/or its relevant Supplier is not required to provide notice of cessation of WESM membership of a Contestable Customer to the System Operator.</u></p> <p><u>Upon suspension, deregistration, or cessation of membership from the WESM, the Supplier, Retail Metering Services Provider or Contestable Customer shall also be deemed suspended, deregistered or ceased with the Central Registration Body.</u></p> <p><u>2. FOR PARTICIPANTS REGISTERED WITH THE CENTRAL REGISTRATION BODY ONLY</u></p>					

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		<p><u>2. FOR PARTICIPANTS REGISTERED WITH THE CENTRAL REGISTRATION BODY ONLY</u></p> <p><u>The cessation of registration of <i>Contestable Customers</i> that are not registered in the <i>WESM</i> but registered with the <i>Central Registration Body</i> shall be governed by the following:</u></p> <p><u>2.1 The incumbent <i>Supplier or Supplier of Last Resort</i> shall initiate the termination of registration of a <i>Contestable Customer</i> when it receives notice from the relevant <i>Network Service Provider</i> that the <i>Contestable Customer</i> has met any of the following conditions:</u></p>	<p><u>2.1 The cessation of registration of <i>Contestable Customers and Aggregated Groups</i> that are not registered in the <i>WESM</i> but registered with the <i>Central Registration Body</i> shall be governed by the following:</u></p> <p><u>2.1.1 2.4The incumbent <i>Supplier or Supplier of Last Resort</i> shall initiate the termination of registration of a <i>Contestable Customer or an Aggregated Group</i> when it receives notice from the relevant <i>Network Service Provider</i> that the <i>Contestable Customer or an Aggregated Group</i> has met any of the following conditions:</u></p> <p><u>i. Termination from its</u></p>	<p>To clarify that Section 2.1 is specific for cessation of registration of CCs and AGs registered with CRB only</p> <p>Procedures for cessation for CCs is proposed to be applied to AGs by virtue of CCs and AGs being equivalent pursuant to ERC Reso No. 04, S. of 2022</p>				

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		<p>i. <u>Termination from its network; or</u></p> <p>ii. <u>Reversion to being a Captive End-User.</u></p> <p>2.2 <u>The incumbent Supplier or Supplier of Last Resort shall provide a notice to the Central Registration Body in writing which shall, among other things, specify the date on which the Contestable Customer shall cease to be registered, which date shall not be less than thirty (30) business days after the date on which the Supplier sends the notice.</u></p> <p>2.3. <u>If the reason for cessation of registration is the termination of the Contestable Customer, the notice to be submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration</u></p>	<p><u>network; or</u></p> <p>ii. <u>Reversion to being a Captive End-User.</u></p> <p>2.1.2 <u>2.2The incumbent Supplier or Supplier of Last Resort shall provide a notice to the Central Registration Body in writing which shall, among other things, specify the date on which the Contestable Customer or an Aggregated Group shall cease to be registered, which date shall not be less than thirty (30) business days after the date on which the Supplier sends the notice.</u></p> <p>2.1.3 <u>2.3If the reason for cessation of</u></p>					

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		<p><u>Body shall be accompanied by the proof of termination of Contestable Customer, as well as a notice of cessation to the Network Service Provider and copy of its proof of receipt of the notice.</u></p> <p><u>2.4. If the reason for cessation of registration is the reversion of the Contestable Customer to being a Captive End-User, the notice to be submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the approval by the Energy Regulatory Commission that the Contestable Customer has met the conditions for reversion and confirmation from the incumbent Supplier or Supplier of Last Resort that the Contestable</u></p>	<p><u>registration is the termination of the Contestable Customer or an Aggregated Group, the notice to be submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the proof of termination of Contestable Customer or an Aggregated Group, as well as a notice of cessation to the Network Service Provider and copy of its proof of receipt of the notice.</u></p> <p>2.1.4 <u>2.4</u> If the reason for cessation of registration is the reversion of the Contestable Customer or an</p>					

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		<p><u>Customer has fulfilled all contractual obligations.</u></p> <p><u>2.5 The cessation shall be effective on the date stated in the notice submitted by the incumbent Supplier or Supplier of Last Resort or on such other date as may be notified by the Central Registration Body which shall not be less than thirty (30) business days from the date the notice was sent by the incumbent Supplier or Supplier of Last Resort, subject to completeness of requirements. Upon submission of the notice of cessation by the incumbent Supplier or Supplier of Last Resort and on the effective date, the Contestable Customer shall cease to be registered as a</u></p>	<p><u>Aggregated Group to being a Captive End-User, the notice to be submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the approval by the Energy Regulatory Commission that the Contestable Customer <u>or an Aggregated Group</u> has met the conditions for reversion and confirmation from the incumbent Supplier or Supplier of Last Resort that the Contestable Customer <u>or an Aggregated Group</u> has fulfilled all contractual obligations.</u></p>					

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		<p><u>Contestable Customer with the Central Registration Body and shall cease all activities relevant to a Contestable Customer.</u></p> <p><u>2.7 Notwithstanding cessation of registration, all outstanding obligations and liabilities to the Central Registration Body, including financial liabilities and obligations which may arise under the Retail Rules, of the Contestable Customer shall remain valid and subsisting until fully settled.</u></p> <p><u>2.8 A Contestable Customer may be registered again with the Central Registration Body upon approval of switch request submitted by a new Supplier, subject to eligibility requirements.</u></p>	<p><u>2.1.5 2.5</u> <u>The cessation shall be effective on the date stated in the notice submitted by the incumbent Supplier or Supplier of Last Resort or on such other date as may be notified by the Central Registration Body which shall not be less than thirty (30) business days from the date the notice was sent by the incumbent Supplier or Supplier of Last Resort, subject to completeness of requirements.</u></p> <p><u>2.1.6 2.6</u> <u>Upon submission of the notice of cessation by the incumbent Supplier or Supplier of Last Resort and on the effective date, the Contestable</u></p>					

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			<p>Customer <u>or an</u> Aggregated Group shall cease to be registered as a Contestable Customer <u>or an</u> Aggregated Group with the Central Registration Body and shall cease all activities relevant to a Contestable Customer <u>or an</u> Aggregated Group.</p> <p>2.1.7 2.7Notwithstanding cessation of registration, all outstanding obligations and liabilities to the Central Registration Body, including financial liabilities and obligations which may arise under the Retail Rules, of the Contestable Customer <u>or an</u></p>					

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			<p><u>Aggregated Group shall remain valid and subsisting until fully settled.</u></p> <p>2.1.8 2.8A <u>Contestable Customer or an Aggregated Group may be registered again with the Central Registration Body upon approval of switch request submitted by a new Supplier, subject to eligibility requirements.</u></p> <p>2.2 <u>The cessation of registration of Aggregated Members served by Suppliers of Last Resort with the Central Registration Body shall be governed by the following:</u></p> <p>2.2.1 <u>An Aggregated Member served by a Supplier of Last Resort pursuant to</u></p>	<p>Added Section 2.2 to govern cessation of registration of Aggregated Members registered with CRB</p> <p>Pursuant to ERC Reso No. 04, S. of 2022 Article IV</p>	<p>Can an aggregated member switch membership from one aggregated group to another (even if not in the same contiguous area)?</p>			

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			<p><u>conditions under Section 3.4.4 of the Retail Rules shall automatically revert to the captive market at the end of the period specified under Section 3.4.4 unless the said Aggregated Member has opted to join an Aggregated Group, pursuant to procedures under Section 3.2.1.7 of the Retail Rules, within the said period of time.</u></p> <p>2.2.2 <u>The Supplier of Last Resort shall coordinate with the Retail Aggregator, the Network Service Provider and the Retail Metering Services Provider and initiate the cessation of registration of the</u></p>	<p>where opt-out of AM may result to transfer to SOLR then eventual reversion to captive market or joining into an Aggregated Group. Since transfer to SOLR means AM will be registered with the CRB, then upon its reversion to captive market or joining into an Aggregated Group, it should be ceased to be registered with the CRB.</p> <p>ERC Reso No. 04, S. of 2022 does not provide specific procedures for cessation of</p>				

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			<p><u>Aggregated Member by providing a notice to the Central Registration Body in writing which shall, among other things, specify the date on which the Aggregated Member shall cease to be registered, which date shall not exceed the end of the period specified under Section 3.4.4 of the Retail Rules.</u></p> <p><u>2.2.3 The cessation shall be effective on the date stated in the notice submitted by the incumbent Supplier of Last Resort or on such other date as may be notified by the Central Registration Body which shall not be less than thirty (30) business days</u></p>	<p>registration of AMs. Given that it is the SOLR who would know whether the AM has reverted to captive market or joined an Aggregated Group, it should be the one to initiate cessation of registration with the CRB. On the part of CRB, it is proposed that no other requirements shall be required to effect cessation other than the notice provided by the SOLR.</p>				

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			<p><u>from the date the notice was sent by the incumbent Supplier or Supplier of Last Resort.</u></p> <p><u>2.2.4 Upon submission of the notice of cessation by the Supplier of Last Resort and on the effective date, the Aggregated Member shall cease to be registered as an Aggregated Member with the Central Registration Body and shall cease all activities relevant to an Aggregated Member.</u></p> <p><u>2.2.5 Notwithstanding cessation of registration, all outstanding obligations and liabilities to the Central Registration</u></p>					

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			<u>Body, including financial liabilities and obligations which may arise under the Retail Rules, of the Aggregated Member shall remain valid and subsisting until fully settled.</u>					

E. Retail Manual on Market Transactions Procedures

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
<i>Please write general comments here, if any.</i>								
Essentially, Retail Aggregators and RE Suppliers are Retail Electricity Suppliers (RES). These entities are clearly defined in the corresponding ERC Resolutions. Creating “Supplier” as an umbrella name for these three may further create confusion and deviation from the ERC issuances. Meanwhile, GEOP End-users and Aggregated Groups are essentially Contestable Customers. Creating an umbrella name under “Retail Customers” would mean that they are not Contestable Customers, who are clearly defined as customers having a choice of electricity supply. Moreover, defining “Retail Customers” as Contestable Customers, GEOP End-users and Aggregated Groups would exclude the customers in the captive market who are also retail customers								
INTRODUCTION AND GENERAL GUIDELINES - PURPOSE	Section I -1	<p>1. PURPOSE</p> <p>Pursuant to Clause 3.2.6 of the <i>Retail Rules</i>, the <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that sets out in more detail the relevant timelines, requirements, and procedures for carrying out <i>Contestable Customer</i> transactions.</p> <p>This Manual presents the criteria, guidelines, and procedures for the <i>Customer Switching</i> requests from Suppliers, Contestable Customer Relocation, and termination of supply contracts that will be administered by the <i>Central</i></p>	<p>1. PURPOSE</p> <p>Pursuant to Clause 3.2.6 of the <i>Retail Rules</i>, the <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that sets out in more detail the relevant timelines, requirements, and procedures for carrying out <i>Contestable Customer's and Aggregated Group's</i> transactions.</p> <p>This Manual presents the criteria, guidelines, and procedures for the <i>Customer Switching</i> requests from <u>Retail Electricity Suppliers, and Retail Aggregators,</u> Contestable Customer <u>and</u></p>	To include Retail Aggregation participants under scope of this manual	Proposed renaming of applicants based on previous comments and proposed revisions.			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p><i>Registration Body.</i></p> <p>This Manual implements relevant provisions of Chapters 3 of the <i>Retail Rules</i>.</p>	<p><u>Aggregated Group</u> Relocation, and termination of supply contracts that will be administered by the <i>Central Registration Body</i>.</p> <p>This Manual implements relevant provisions of Chapters 3 of the <i>Retail Rules</i>.</p>					
INTRODUCTION AND GENERAL GUIDELINES – SCOPE OF APPLICATION	Section I -2	<p>2. SCOPE OF APPLICATION</p> <p>This Manual covers the criteria, guidelines, and procedures for the <i>Customer Switching</i> requests from Suppliers, Contestable Customer Relocation provided in Section 3.2.3 of the <i>Retail Rules</i>, termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the <i>WESM</i>.</p> <p><u>The criteria, guidelines and procedures for market transactions involving Suppliers that are Renewable Energy Suppliers and Retail</u></p>	<p>2. SCOPE OF APPLICATION</p> <p>This Manual covers the criteria, guidelines, and procedures for the <i>Customer Switching</i> requests from <u>Retail Electricity Suppliers, and Retail Aggregators</u>, Contestable Customer <u>and Aggregated Group</u> Relocation provided in Section 3.2.3 of the <i>Retail Rules</i>, termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the <i>WESM</i>.</p> <p><u>The criteria, guidelines and procedures for market transactions involving</u></p>	To include Retail Aggregation participants under scope of this manual	Proposed renaming of applicants based on previous comments and proposed revisions			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<u>Customers under the Green Energy Option Program are covered by the Retail Manual on Green Energy Option Program Procedures.</u>	<u>Suppliers that are Renewable Energy Suppliers and Retail Customers under the Green Energy Option Program are covered by the Retail Manual on Green Energy Option Program Procedures.</u>		Proposed renaming of applicants based on previous comments and proposed revisions			
INTRODUCTION AND GENERAL GUIDELINES – GENERAL GUIDELINES AND SCOPE	Section I -4	<p>4. GENERAL GUIDELINES AND SCOPE</p> <p>4.1 The integration of retail competition in the WESM aims to promote competition, customer choice and empowerment and greater efficiency in the power industry and to reflect the true cost of electricity.</p> <p>4.2 Upon commencement of retail competition, all Suppliers and Contestable Customers shall register in the WESM. Contestable Customers directly connected to Distribution systems shall transact with</p>	<p>4. GENERAL GUIDELINES AND SCOPE</p> <p>4.1 The integration of retail competition in the WESM aims to promote competition, customer choice and empowerment and greater efficiency in the power industry and to reflect the true cost of electricity.</p> <p>4.2 Upon commencement of retail competition, all Retail Electricity Suppliers and Contestable Customers shall register in the WESM.² Contestable Customers directly connected to Distribution</p>	To provide framework for market transactions relating to Retail Aggregation	Noted			

Retail Manual on Market Transactions Procedures								
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		<p>the Central Registration Body and may voluntarily register in the <i>WESM</i> in accordance with Chapter 3 of the <i>Retail Rules</i>. Provided, however, that the <i>Contestable Customers</i> shall have the option to voluntarily register in the <i>WESM</i> as a <i>Direct WESM Member</i>.</p> <p>4.3 The <i>Market Operator</i> as the <i>Central Registration Body</i> shall administer retail competition in the <i>WESM</i> and its operations in accordance with the <i>Retail Rules</i>.³ It shall also facilitate <i>Customer Switching</i> between <i>Suppliers</i>.⁴</p>	<p>systems shall transact with the Central Registration Body and may voluntarily register in the <i>WESM</i> in accordance with Chapter 3 of the <i>Retail Rules</i>. Provided, however, that the <i>Contestable Customers</i> shall have the option to voluntarily register in the <i>WESM</i> as a <i>Direct WESM Member</i>.</p> <p>4.3 The <i>Market Operator</i> as the <i>Central Registration Body</i> shall administer retail competition in the <i>WESM</i> and its operations in accordance with the <i>Retail Rules</i>.³ It shall also facilitate <i>Customer Switching</i> between <i>Suppliers</i>.⁴</p> <p>4.4 <u>Upon commencement of retail aggregation, Retail Aggregators shall be allowed to supply electricity to end-users whose aggregate demand within a contiguous area meets</u></p>		Noted			

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			<u>the threshold for contestability subject to compliance with the requirements under relevant rules issued by the ERC and this Rules.</u> <u>4.5 Retail Aggregators shall register in the WESM pursuant to Chapter 2 of the Retail Rules while Retail Aggregators and Aggregated Groups shall transact with the Central Registration Body pursuant to Chapter 3 of the Retail Rules.</u>		Noted			
CUSTOMER SWITCHING – COVERAGE	Section II - 1	1. COVERAGE This Section describes the requirements and procedures that <i>Suppliers, Contestable Customers</i> and the <i>Central Registration Body</i> must meet and follow when submitting and processing a request to switch <i>Suppliers</i>	1. COVERAGE This Section describes the requirements and procedures that <u>Retail Electricity Suppliers, Retail Aggregators, Contestable Customers, Aggregated Groups</u> and the <i>Central Registration Body</i> must meet and follow when submitting and processing a request to switch <i>Suppliers</i>	To include Retail Aggregation participants under scope of this manual	Proposed renaming of applicants based on previous comments and proposed revisions			
CUSTOMER SWITCHING –	Section II - 2	2. OVERVIEW	2. OVERVIEW	To provide framework for				

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OVERVIEW		<p>2.1 <i>Customer Switching</i> shall apply to all transfers in Retail Supply Contracts of <i>Contestable Customers</i> from one <i>Supplier</i> to another. These commercial transfers do not involve transfer to a Supplier of Last Resort (SOLR) in case of a Last Resort Supply Event.</p> <p>2.2 <i>Customer Switching</i> is only applied to <i>Retail Supply Contracts</i> between <i>Suppliers</i> and <i>Contestable Customers</i>. Bilateral supply contracts of <i>Directly Connected Customers</i> or <i>Suppliers</i> with <i>Generation Companies</i> are covered by the customer enrolment procedures as provided for in the WESM Manual on Registration, Suspension, and De- Registration Criteria and Procedures.</p> <p>2.3 Before a <i>Switch Request</i> can be submitted by a <i>Supplier</i>, the following must be present:</p> <p>2.3.1 A valid <i>Retail Supply Contract</i> between a <i>Supplier</i> and the <i>Contestable Customer</i></p>	<p>2.1 <i>Customer Switching</i> shall apply to all transfers in Retail Supply Contracts of <i>Contestable Customers</i> from one <i>Supplier</i> to another. These commercial transfers do not involve transfer to a Supplier of Last Resort (SOLR) in case of a Last Resort Supply Event.</p> <p>2.2 <i>Customer Switching</i> is only applied to <i>Retail Supply Contracts</i> between Retail Electricity <i>Suppliers</i> and <i>Contestable Customers</i> or between Retail Aggregators and Aggregated Groups. Bilateral supply contracts of <i>Directly Connected Customers</i> or <i>Suppliers</i> with <i>Generation Companies</i> are covered by the customer enrolment procedures as provided for in the WESM Manual on Registration, Suspension, and De- Registration Criteria and Procedures.</p> <p>2.3 Before a <i>Switch Request</i> can be submitted by a Retail Electricity <i>Supplier</i>, the following must be present:</p> <p>2.3.1 A valid <i>Retail Supply</i></p>	market transactions relating to Retail Aggregation	<p>Noted.</p> <p>Noted</p>			

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		<p>for which the request is made; and</p> <p>2.3.2 An existing and valid wheeling service agreement with the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> and a metering services agreement with a registered <i>Retail Metering Services Provider</i> covering the <i>Contestable Customer</i>.</p> <p>2.3.3 A certification from the incumbent <i>Supplier</i> or relevant <i>Distribution Utility</i> that the <i>Contestable Customer</i> does not have any outstanding balance.</p> <p><u>2.4 If a <i>Contestable Customer</i> wishes to switch to a <i>Renewable Energy Supplier</i>, the new <i>Renewable Energy Supplier</i> shall submit a switch request in accordance with the procedures under the <i>Retail Manual on Green Energy Option Program Procedures</i>, provided that the end-user is</u></p>	<p><i>Contract</i> between a <u>Retail Electricity</u> <i>Supplier</i> and the <i>Contestable Customer</i> for which the request is made; and</p> <p>2.3.2 An existing and valid wheeling service agreement with the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> and a metering services agreement with a registered <i>Retail Metering Services Provider</i> covering the <i>Contestable Customer</i>.</p> <p>2.3.3 A certification from the incumbent <u>Retail Electricity</u> <i>Supplier</i> or relevant <i>Distribution Utility</i> that the <i>Contestable Customer</i> does not have any outstanding balance.</p> <p><u>2.4 Before a Switch Request can be submitted by a Retail Aggregator, the following must be present:</u></p>	<p>To be consistent with Retail Rules Clause 3.2.1</p>	<p>Noted</p>			

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		<p><u>also qualified under applicable laws and issuances to be a GEOP End-User.</u></p> <p><u>The Central Registration Body shall update the registration category of the Contestable Customer at the switch effective date to the Renewable Energy Supplier to a GEOP End- User.</u></p>	<p><u>2.4.1 A valid Retail Supply Contract between a Retail Aggregator and the Aggregated Group for which the request is made; and</u></p> <p><u>2.4.2 An existing and valid wheeling service agreement with the relevant Distribution Utility or Network Service Provider and a metering services agreement with a registered Retail Metering Services Provider covering the Aggregated Group.</u></p> <p><u>2.4.3 A certification from the incumbent Retail Aggregator or relevant Distribution Utility that the Aggregated Group does not have any outstanding balance.</u></p> <p><u>2.5—2.4 If a Contestable Customer wishes to switch to a Renewable Energy Supplier, the new Renewable Energy Supplier shall submit a switch request in accordance with the procedures under the Retail Manual on Green Energy Option Program Procedures, provided that the end-user is</u></p>					

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			<p><u>also qualified under applicable laws and issuances to be a GEOP End-User.</u></p> <p><u>The Central Registration Body shall update the registration category of the Contestable Customer at the switch effective date to the Renewable Energy Supplier to a GEOP End- User.</u></p>					
CUSTOMER SWITCHING – SWITCHING PROCEDURES	Section II - 3.1	<p>3.1 Submission and Processing of Switch Request</p> <p>3.1.1 Once all requirements are met, an accomplished switch request form shall be submitted by the new Supplier shall submit the switch request to the Central Registration Body not later than seven (7) working days before the proposed switch effective date. The switch request form shall be electronically filled out and shall include an attestation duly signed by a</p>	<p>3.1 Submission and Processing of Switch Request</p> <p>3.1.1 In the case of switch of Contestable Customers, Once all requirements are met, an accomplished switch request form shall be submitted by the new Retail Electricity Supplier shall submit the switch request to the Central Registration Body not later than seven (7) working days before the proposed switch effective date. The switch request form</p>	To clarify that this Section governs switch procedures for Contestable Customers	Noted but with proposed revision on renaming to General Contestable Customer			

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		<p><u>confirmation by the authorized representatives of the following:</u></p> <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>;</p> <p>c) The <i>Supplier</i> or the</p>	<p>shall be electronically filled out and shall include an attestation duly signed by a <u>confirmation by the authorized representatives of the following:</u></p> <p>c) 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>d) 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</p>					

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		<p><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 <i>Supplier</i> or, if not served by a <i>Supplier</i>, the relevant <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</u></p>	<p><i>Contestable Customer</i>,</p> <p>e) 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>f) The incumbent <i>Supplier</i> or, if not served by a <i>Supplier</i>, the relevant <i>Distribution Utility</i> that the <i>Contestable Customer</i> has no outstanding balance.</p> <p><u>The Central</u></p>	Moved to other				

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		<p><u>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 submit the projected metering quantities and the percentage that will be purchased from the <i>WESM</i> by the <i>Contestable Customer</i>, 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 from the date of issuance of the audit software certificate of the system</u></p>	<p><u>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 submit the projected metering quantities and the percentage that will be purchased from the <i>WESM</i> by the <i>Contestable Customer</i>, as applicable.</p> <p>3.1.2 <u>In the case of switch of Aggregated Groups, once all requirements are met, the new Retail Aggregator shall submit the switch request to the</u></p>	<p>section</p> <p>Added section to govern switch procedures for Aggregated Groups consistent with Section 3.2.2</p>	<p>Note: A CC's direct purchase from the WESM appears to be a wholesale transaction. Also, if the RSC is terminated or not renewed, the CC will be left with pure WESM purchases unless it switches to another RES.</p> <p>Noted</p>			

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		<p>enhancements.</p> <p>3.1.2 Initial Assessment – The <i>Central Registration Body</i> shall immediately evaluate the switch application for completeness of requirements in accordance with <i>Retail Rules Clause 3.2.2.1</i>. The <i>Central Registration Body</i> shall notify the requesting <i>Supplier</i> and the <i>Contestable Customer</i>, applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request, within two (2) <i>working days</i> from the receipt of <i>switch request</i>.</p> <p>3.1.3 Approval of Switch Request – The <i>Central Registration Body</i> shall verify that all conditions set out in</p>	<p><u>Central Registration Body not later than seven (7) working days before the proposed switch effective date. The switch request form shall be electronically filled out and shall include a confirmation by the authorized representatives of the following:</u></p> <p>a) <u>The Retail Aggregator and the Aggregated Group as regards the existence of a retail supply contract between the two parties, and the term of the retail supply contract including the effective dates;</u></p> <p>b) <u>The Retail Aggregator or</u></p>	of the Retail Rules				

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		<p><i>Retail Rules</i> Clause 3.2.2.1 to 3.2.2.3, and Section II-3.1.1 of this <i>Market Manual</i> are met. and verify the membership type of the <i>Contestable Customer</i> whether or not it voluntarily registered as a <i>Direct WESM Member</i>. Based on the foregoing and subject to compliance with <i>prudential requirements</i>, the <i>Central Registration Body</i> will be able to confirm whether the switch is to take effect and when it will take effect.</p> <p>3.1.3.1 Contestable Customer is registered as <i>Direct WESM Member</i>.</p> <p>xxx</p> <p>3.1.3.2 Contestable</p>	<p><u>the Aggregated Group, as applicable, and the relevant Distribution Utility or Network Service Provider as regards the existence of a valid wheeling service agreement covering the Aggregated Group;</u></p> <p>c) <u>The Retail Aggregator or the Aggregated Group, as applicable, and the registered Retail Metering Services Provider as regards the existence of a valid metering services agreement covering the Aggregated</u></p>					

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		<p><i>Customer is not a WESM Member.</i></p> <p>xxx</p> <p>d) The <i>Contestable Customer</i> shall be responsible for ensuring that it has fully complied with its obligations to the incumbent <i>Supplier</i> and Direct WESM Member counterparty, and the new <i>Supplier</i>, including but not limited to the payment of outstanding obligations and posting of security deposits.</p> <p>Compliance with such requirements will not be verified by the <i>Central Registration Body</i> and are not pre-requisites to its confirmation of the</p>	<p><u>Group; and</u></p> <p>d) <u>The incumbent Retail Aggregator or, if not served by a Retail Aggregator, the relevant Distribution Utility that the Aggregated Group has no outstanding balance.</u></p> <p><u>3.1.3 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>3.1.4 In view of the need for enhancements to the Central Registration and</u></p>	Moved from Section 3.1.1				

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		switch.	<p><u>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 from the date of issuance of the audit software certificate of the system enhancements.</u></p> <p><u>3.1.5</u> 3.1.2 Initial Assessment</p> <p>– The <i>Central Registration Body</i> shall immediately evaluate the switch application for completeness of requirements in accordance with <i>Retail Rules Clause 3.2.2.1</i>. The <i>Central Registration Body</i> shall notify the requesting <i>Supplier</i> and the <i>Contestable Customer</i> <u>or the Aggregated Group</u>, applicable, on the status and further requirements, if any, such as prudential</p>	<p>Moved from Section 3.1.1</p> <p>Include Aggregated Group</p>				

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			<p>requirement, for the approval of switch request, within two (2) <i>working days</i> from the receipt of <i>switch request</i>.</p> <p><u>3.1.6</u> 3.1.3 Approval of Switch Request – The <i>Central Registration Body</i> shall verify that all conditions set out in <i>Retail Rules</i> Clause 3.2.2.1 to 3.2.2.3, and Section II-3.1.1 <u>or Section II-3.1.2</u> of this <i>Market Manual</i> are met. <u>For switching of Contestable Customers, the Central Registration Body and shall</u> verify the membership type of the <i>Contestable Customer</i> whether or not it voluntarily registered as a <i>Direct WESM Member</i>. Based on the foregoing and subject to compliance with <i>prudential requirements</i>,</p>	To clarify that verification of membership as Direct WESM Member is only applicable to CCs				

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			<p>new <i>Supplier</i>, including but not limited to the payment of outstanding obligations and posting of security deposits.</p> <p>Compliance with such requirements will not be verified by the <i>Central Registration Body</i> and are not pre-requisites to its confirmation of the switch.</p>					
TERMINATION OF SUPPLY CONTRACTS	Section IV-2.1	<p>2.1 Types of Termination of Supply Contracts</p> <p>2.1.1 Non-renewal – If the incumbent <i>Supplier</i> does not intend to renew the supply contract upon its expiration, the <i>Supplier</i> shall send a notice of non-renewal to the <i>Contestable Customer</i> the <i>Central Registration Body</i> within thirty (30)</p>	<p>2.1 Types of Termination of Supply Contracts of <u>Contestable Customers and Aggregated Groups</u></p> <p>2.1.1 Non-renewal – If the incumbent <i>Supplier</i> does not intend to renew the supply contract upon its expiration, the <i>Supplier</i> shall send a notice of non-renewal to the <i>Contestable Customer</i> the <i>Central</i></p>	To specify that provisions under 2.1 are applicable to CCs and AGs				

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		<p>calendar days prior to the expiration of the said supply contract.</p> <p>2.1.2 Pre-termination – If the incumbent <i>Supplier</i> intends to terminate the contract prior to the expiration of its term, the <i>Supplier</i> shall send a notice of pre- termination to the <i>Contestable Customer</i> in accordance with the terms specified in the contract to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i>.</p>	<p><i>Registration Body</i> within thirty (30) calendar days prior to the expiration of the said supply contract.</p> <p>2.1.2 Pre-termination – If the incumbent <i>Supplier</i> intends to terminate the contract prior to the expiration of its term, the <i>Supplier</i> shall send a notice of pre- termination to the <i>Contestable Customer</i> in accordance with the terms specified in the contract to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services</i></p>					

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			<i>Provider.</i>					
TERMINATION OF SUPPLY CONTRACTS	Section IV-2.2	<p>2.2 Options for Affected Contestable Customer in case of Termination of Supply Contract</p> <p>2.2.1 Switch option for Non-renewal or pre-termination – In case of non-renewal or pre-termination, the <i>Contestable Customer</i> shall switch to a new <i>Supplier</i> in accordance with the requirements and procedures set out in Clause 3.2.2 of the <i>Retail Rules</i>.</p> <p>2.2.2 A <i>Contestable Customer</i> who is registered as a <i>Direct WESM Member</i> shall post securities to satisfy the <i>Prudential Requirements</i> set</p>	<p>2.1 Options for Affected Contestable Customer <u>or Aggregated Group</u> in case of Termination of Supply Contract</p> <p>2.1.1 Switch option for Non-renewal or pre-termination – In case of non-renewal or pre-termination, the <i>Contestable Customer <u>or Aggregated Group</u></i> shall switch to a new <i>Supplier</i> in accordance with the requirements and procedures set out in Clause 3.2.2 of the <i>Retail Rules</i>.</p> <p>2.1.2 A <i>Contestable Customer</i> who is registered as a <i>Direct WESM Member</i> shall post</p>	To specify that provisions under 2.2 are applicable to CCs and AGs	Proposed revision on renaming based on previous comments			

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		out in the <i>WESM Rules</i> .	securities to satisfy the <i>Prudential Requirements</i> set out in the <i>WESM Rules</i> .					
TERMINATION OF SUPPLY CONTRACTS	Section IV-2.3	<p>2.3 If the <i>Contestable Customer</i> is not a <i>Direct WESM Member</i> and it fails to successfully switch to another <i>Supplier</i> prior to the expiration of the <i>Retail Supply Contract</i>, the original <i>Supplier</i> shall:</p> <p>2.3.1 Initiate the disconnection of said <i>Contestable Customer</i> following prevailing rules and procedures for disconnection; and</p> <p>2.3.2 Notify the <i>Central Registration Body</i> that it has initiated</p>	<p>2.3 If the <i>Contestable Customer</i> that is not a <i>Direct WESM Member</i> or an Aggregated Group and it fails to successfully switch to another <i>Supplier</i> prior to the expiration of the <i>Retail Supply Contract</i>, the original <i>Supplier</i> shall:</p> <p>2.3.1 Initiate the disconnection of said <i>Contestable Customer</i> or Aggregated Group following prevailing rules and procedures for disconnection; and</p> <p>2.3.2 Notify the</p>	To specify that provisions under 2.3 are applicable to CCs and AGs	Proposing transfer to captive market or SOLR based on previous comments			

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		disconnection procedures.	Central Registration Body that it has initiated disconnection procedures.					
TERMINATION OF SUPPLY CONTRACTS	(new)	(new)	<p>2.4 Conditions for Termination of Supply Contracts of Aggregated Members</p> <p>2.4.1 Mutual Agreement between Parties– The Aggregated Member may terminate its contract with the Retail Aggregator subject to the parties' mutual agreement and in accordance with the terms of their respective contract.</p> <p>2.4.2 Acts of Default – The Aggregated Member shall have the right to terminate its contract when the Retail Aggregator commits any act of default as listed in Section 3.4.3.1 and</p>	To include provisions for termination of supply contracts of AMs consistent with Article IV of ERC Reso. No. 04, Series of 2022	Noted			

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			<u>Section 3.4.4.1 of the Retail Rules.</u>					
TERMINATION OF SUPPLY CONTRACTS	(new)	(new)	2.5 <u>The Aggregated Member shall inform its Retail Aggregator no later than thirty (30) days prior to the intended opt-out period, to enable it to contract with a new Retail Aggregator pursuant to Section 3.2.1.8 of the Retail Rules or to be allowed to revert to being a Captive End-User.</u>	To include provisions for termination of supply contracts of AMs consistent with Article IV of ERC Reso. No. 04, Series of 2022	Can an Aggregated member switch from one Retail Aggregator to another such that there will be more than one Retail Aggregator supplying an Aggregated Group (whose Aggregated Members are supplied by various Retail Aggregators)?			
TERMINATION OF SUPPLY CONTRACTS – PROCEDURES	Section IV.3.1	3.1 Submission of Notices 3.1.1 Notice of Non-renewal – The <i>Supplier</i> shall send the notice to the <i>Contestable Customer</i> and the <i>Central Registration Body</i> within thirty (30) <i>working days</i> prior to the expiration of the said supply contract. 3.1.2 Notice of Pre-termination – The	3.1 Submission of Notices for Termination of Supply Contracts of Contestable Customers and Aggregated Groups 3.1.1 Notice of Non-renewal – The <i>Supplier</i> shall send the notice to the <i>Contestable Customer or an Aggregated Group</i> and the <i>Central Registration Body</i> within thirty (30) <i>working days</i> prior to	To specify that provisions under 3.1 are applicable to CCs and AGs	Proposed revision on renaming based on previous comments			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		incumbent <i>Supplier</i> shall send a prior notice of termination to the <i>Contestable Customer</i> in accordance with the terms specified in the contract to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Metering Service Provider</i> .	3.1.2 Notice of Pre-termination – The incumbent <i>Supplier</i> shall send a prior notice of termination to the <i>Contestable Customer</i> <u>or an Aggregated Group</u> in accordance with the terms specified in the contract to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Metering Service Provider</i> .					
TERMINATION OF SUPPLY CONTRACTS – PROCEDURES	Section IV.3.2	3.2 Procedures for Non-renewal or Termination The <i>Central Registration Body</i> shall ensure that the following conditions are satisfied before confirming the termination of the contract. 3.2.1 Switch to a New Supplier – If a <i>Contestable</i>	3.2 Procedures for Non-renewal or Termination of Supply Contracts of Contestable Customers and Aggregated Groups The <i>Central Registration Body</i> shall ensure that the following conditions are satisfied before confirming the termination of the contract.	To specify that provisions under 3.2 are applicable to CCs and AGs				

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p><i>Customer switches to a new Supplier, the following procedures shall apply:</i></p> <p>a) A new <i>Supplier</i> shall submit a switch request to the <i>Central Registration Body</i> following the procedures for switching;</p> <p>b) <i>Central Registration Body</i> shall process the Switch Request in accordance with the switching procedures of this Manual;</p> <p>c) Once the switch is successfully approved and implemented, the <i>Central Registration Body</i> shall confirm the termination of the previous <i>Retail</i></p>	<p>3.2.1 Switch to a New Supplier – If a <i>Contestable Customer</i> or an Aggregated Group switches to a new <i>Supplier</i>, the following procedures shall apply:</p> <p>e) A new <i>Supplier</i> shall submit a switch request to the <i>Central Registration Body</i> following the procedures for switching;</p> <p>f) <i>Central Registration Body</i> shall process the Switch Request in accordance with the switching procedures of this Manual;</p> <p>g) Once the switch is successfully approved and implemented, the</p>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p><i>Supply Contract; and</i></p> <p>d) Within two (2) <i>working days</i> of confirming the termination above, the <i>Central Registration Body</i> shall send a notification letter to the previous <i>Supplier, Contestable Customer</i> and its new <i>Supplier</i>.</p> <p>xxx</p>	<p><i>Central Registration Body</i> shall confirm the termination of the previous <i>Retail Supply Contract; and</i></p> <p>h) Within two (2) <i>working days</i> of confirming the termination above, the <i>Central Registration Body</i> shall send a notification letter to the previous <i>Supplier, Contestable Customer</i> <u>or an Aggregated Group</u> and its new <i>Supplier</i>.</p> <p>Xxx</p>					
TERMINATION OF SUPPLY CONTRACTS – PROCEDURES	(new)	(new)	<p>3.3 <u>Submission of Notices and Procedures for Termination of Supply Contracts of Aggregated Members</u></p> <p>3.3.1 <u>The Aggregated Member shall inform its Retail Aggregator no</u></p>	To include provisions for termination of supply contracts of AMs consistent with Article IV of ERC Reso. No. 04, Series of 2022	Noted			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<div>3.3.2</div> <div><u>later than thirty (30) days prior to the intended opt-out period, to enable it to contract with a new Retail Aggregator pursuant to Section 3.2.1.8 of the Retail Rules or to be allowed to revert to being a Captive End-User.</u></div> <div><u>If the notification was made less than thirty (30) days, the Aggregated Member shall be served by a Supplier of Last Resort for a maximum period of ninety (90) days pursuant to procedures under Section 3.4 of the Retail Rules. The said Aggregated Member shall be automatically reverted to the Captive Market at the end of such</u></div>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<p>3.3.3 <u>period unless the said Member has opted to join another Aggregated Group, pursuant to procedures under Section 3.2.1.8 of the Retail Rules, within the said period of time. Within five (5) days from receipt of Notice from the Aggregated Member, the Retail Aggregator shall notify the Central Registration Body, the concerned Network Service Provider and the Supplier of Last Resort, as applicable, that such Aggregated Member has given notice that it has opted-out or terminated its contract with the concerned Retail Aggregator.</u></p>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<p>3.3.4 <u>If the reason for opting out is due to act of default which results in the termination of all the contracts with the Aggregated Members in the Aggregated Group, each Aggregated Member shall be notified by the Retail Aggregator of the termination of the retail supply contract, within five (5) days from the first notice of the Aggregated Member.</u></p> <p>3.3.5 <u>Should an opt-out of an Aggregated Member result in the demand of the Aggregated Group falling below the required threshold level, the status of contestability shall not be affected unless it</u></p>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<u>is discovered that the formation of the Aggregated Group and/or the corresponding changes in membership are attended by fraud or deceit. The status of contestability shall remain only during the term of the original contract/s. After which, the Retail Aggregator shall initiate the reversion of the Aggregated Group to the captive market pursuant to procedures under Section 3.5 of the Retail Rules.</u>					
TRANSFER TO SUPPLIER OF LAST RESORT - COVERAGE	Section V.1	1. COVERAGE This section establishes the requirements and procedures for implementing and approving, if necessary, the transfer of <i>Contestable Customers</i> , affected by a <i>Last Resort Supply Event</i> to a SOLR.	1. COVERAGE This section establishes the requirements and procedures for implementing and approving, if necessary, the transfer of <i>Contestable Customers</i> , <u>Aggregated Groups and Aggregated Members</u> affected by a <i>Last</i>	To include Aggregated Groups and Members under provisions for transfer to SOLR	Same comments on renaming			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<i>Resort Supply Event</i> to a SOLR.					
TRANSFER TO SUPPLIER OF LAST RESORT - OVERVIEW	Section V.2	2. OVERVIEW	2. OVERVIEW OF TRANSFER TO SOLR OF CONTESTABLE CUSTOMERS AND AGGREGATED GROUPS	To specify that this Section applies to CCs and AGs				
TRANSFER TO SUPPLIER OF LAST RESORT - OVERVIEW	(new)	(new)	<p>2.2 <u>An Aggregated Group shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</u></p> <ul style="list-style-type: none"> i) <u>The Retail Aggregator has ceased to operate;</u> j) <u>The Retail Aggregator's license or authorization has been revoked by the ERC;</u> k) <u>The Retail Aggregator is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</u> l) <u>The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated;</u> 	To include last resort supply events for AGs pursuant to Article IV Section 6 of the ERC Rules	Noted			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<p>m) <u>Excess billing of the contracted electricity rate by the Retail Aggregator unless measures were immediately taken by the Retail Aggregator upon discovery of error;</u></p> <p>n) <u>Non-payment of Retail Aggregator on its obligation to the DU, Generation Company and WESM, among others;</u></p> <p>o) <u>Final Decision issued by any Court in the Philippines convicting the Retail Aggregator of any crime or offense involving fraud or deceit; or</u></p> <p>p) <u>Any other event which the ERC may deem as a last resort supply event.</u></p>					
TRANSFER TO SUPPLIER OF LAST RESORT - OVERVIEW	Section V.2.2	2.2 When the <i>Central Registration Body</i> determines <u>receives notice of</u> the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected <i>Contestable Customer/s</i> , the SOLR, the defaulting <i>Supplier</i> , if practicable, of the occurrence and the effective date of the	2.3-2.2 When the <i>Central Registration Body</i> determines <u>receives notice of</u> the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected <i>Contestable Customer/s</i> <u>or Aggregated Group</u> , the SOLR, the defaulting <i>Supplier</i> , if practicable, of the occurrence	To specify that this Section applies to CCs and AGs				

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p>transfer to the SOLR. <u>Within two (2) working days from receiving notice of the last resort event</u>, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the Grid-Connected <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is its <i>Direct WESM Member</i> counterparty, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is not its <i>Direct WESM Member</i> counterparty (due to existence of multiple suppliers), the availment of SOLR service must be approved first by the <i>Contestable Customer's Direct WESM Member counterparty</i> before the <i>Central Registration Body</i> and the SOLR are notified.</p>	<p>and the effective date of the transfer to the SOLR. <u>Within two (2) working days from receiving notice of the last resort event</u>, the <i>Contestable Customer</i> or Aggregated Group shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the Grid-Connected <i>Contestable Customer</i> or Aggregated Group that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is its <i>Direct WESM Member</i> counterparty, the <i>Contestable Customer</i> or Aggregated Group shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the <i>Contestable Customer</i> or Aggregated Group that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is not its <i>Direct WESM Member</i> counterparty (due to existence of multiple suppliers), the availment of SOLR service must be approved first by the <i>Contestable Customer's or Aggregated</i></p>		<p>Noted on proposed renaming</p> <p>Noted on proposed renaming</p> <p>For CC-Direct WESM Member choosing not to be served by a SOLR, classification as <i>Contestable Customer</i> may be reconsidered.</p>			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p>A Contestable Customer that is a Direct WESM Member may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter, the Contestable Customer shall submit additional securities required by the Market Operator to fully satisfy the prudential requirements set out in the WESM Rules.</p> <p>The Central Registration Body shall be notified by the SOLR and the Contestable Customer of the transfer no later than forty eight (48) hours after being notified of the occurrence of the Last Resort Supply Event.</p>	<p>Group's Direct WESM Member counterparty before the Central Registration Body and the SOLR are notified.</p> <p>A Contestable Customer that is a Direct WESM Member may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter, the Contestable Customer shall submit additional securities required by the Market Operator to fully satisfy the prudential requirements set out in the WESM Rules.</p> <p>The Central Registration Body shall be notified by the SOLR and the Contestable Customer of the transfer no later than forty eight (48) hours after being notified of the occurrence of the Last Resort Supply Event.</p>					
TRANSFER TO SUPPLIER OF LAST RESORT - PROCEDURES	Section V.3	<p>3. PROCEDURES</p> <p><u>3.1 Terms of Supply Contract and Applicable Rates -</u></p>	<p><u>3. PROCEDURES FOR TRANSFER TO SOLR OF CONTESTABLE CUSTOMERS AND AGGREGATED GROUPS</u></p>	To specify that this section is applicable to CCs and AGs	Proposed renaming based on previous comments			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p><u>Within one (1) working day upon receiving notice from the Contestable Customer, the Supplier of Last Resort shall inform the Contestable Customer of the terms of its supply contract and the applicable rates.</u></p> <p>3.2 3.4Submission and Processing of Switch Request (Switch to SOLR) – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the Central Registration Body no later than forty-eight (48) hours two (2) working days after being notified of the occurrence of the Last Resort Supply Event. The switch request form shall include an attestation of the</p>	<p>3.1 <u>Terms of Supply Contract and Applicable Rates - Within one (1) working day upon receiving notice from the Contestable Customer or Aggregated Group, the Supplier of Last Resort shall inform the Contestable Customer or Aggregated Group of the terms of its supply contract and the applicable rates.</u></p> <p>3.2 3.4Submission and Processing of Switch Request (Switch to SOLR) – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the Central Registration Body no later than forty-eight (48) hours two (2) working days after being notified of the occurrence of the Last</p>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p>agreement duly signed by the SOLR and the Contestable Customer <u>be in accordance with the applicable requirements under Clause 3.2.2 and 3.2.3 of the Retail Rules and Section II.3 of this manual.</u></p> <p><u>3.3 3.2Assessment and Approval</u> – Upon receipt of the request, the <i>Central Registration Body</i> shall evaluate the form <u>in accordance with the procedures under Clause 3.2.2 and 3.2.3 of the Retail Rules and Section II.3 of this manual.</u> The <i>Central Registration Body</i> shall immediately notify the SOLR to provide the prudential requirements within three (3) <i>working days</i> from receipt of the switch request/notification.</p>	<p>Resort Supply Event. The switch request form shall include an attestation of the agreement duly signed by the SOLR and the Contestable Customer <u>be in accordance with the applicable requirements under Clause 3.2.2 and 3.2.3 of the Retail Rules and Section II.3 of this manual.</u></p> <p><u>3.3 3.2Assessment and Approval</u> – Upon receipt of the request, the <i>Central Registration Body</i> shall evaluate the form <u>in accordance with the procedures under Clause 3.2.2 and 3.2.3 of the Retail Rules and Section II.3 of this manual.</u> The <i>Central Registration Body</i> shall immediately notify the SOLR to provide the prudential requirements within three (3) <i>working days</i></p>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
		<p>3.4 3.3Disconnection – The <i>Central Registration Body</i> shall initiate disconnection of a <i>Contestable Customer</i> <u>or Aggregated Group</u> based on the following grounds:</p> <p>a) Failure of the <i>Contestable Customer</i> to give notice within the period set out in the <i>Retail Rules</i>;</p> <p>b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the <i>Retail Rules</i>; or</p> <p>c) Failure to enter into a contract with the SOLR.</p>	<p>from receipt of the switch request/notification.</p> <p>3.4 3.3Disconnection – The <i>Central Registration Body</i> shall initiate disconnection of a <i>Contestable Customer</i> <u>or Aggregated Group</u> based on the following grounds:</p> <p>a) Failure of the <i>Contestable Customer</i> <u>or Aggregated Group</u> to give notice within the period set out in the <i>Retail Rules</i>;</p> <p>b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the <i>Retail Rules</i>; or</p>		<p>Proposing to add a provision for reverting to being a captive customer instead of disconnection under Condition c) (possible rule amendment)</p>			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			c) Failure to enter into a contract with the SOLR.					
TRANSFER TO SUPPLIER OF LAST RESORT - OVERVIEW	(new)	(new)	<p><u>4. OVERVIEW OF TRANSFER TO SOLR OF AGGREGATED MEMBERS</u></p> <p><u>4.1 An Aggregated Member shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</u></p> <p><u>d) Breach of confidentiality regarding the Aggregated Member's information;</u></p> <p><u>e) The Aggregated Member failed to provide notification of intent to opt-out thirty (30) days prior to the</u></p>	To include provisions for transfer to SOLR of AMs consistent with Article IV of ERC Reso. No. 04, Series of 2022	Noted			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<u>intended opt-out date pursuant to Section 3.2.8.4 of the Retail Rules;</u> <u>or</u> f) <u>Any other event which the ERC may deem as a last resort supply event.</u>					
TRANSFER TO SUPPLIER OF LAST RESORT - OVERVIEW	(new)	(new)	<u>5. PROCEDURES FOR TRANSFER TO SOLR OF AGGREGATED MEMBERS</u> <u>5.1 Subject to procedures for termination of retail supply contracts of Aggregated Members with Retail Aggregators under Section 3.2.8 of the Retail Rules and Section IV of this manual, the Supplier of Last</u>	To include provisions for transfer to SOLR of AMs consistent with Article IV of ERC Reso. No. 04, Series of 2022	Noted			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<u>Resort shall submit a switch request in accordance with requirements and procedures under Section 3.2.1 and 3.2.2 of the Retail Rules and Section II.3 of this manual to be allowed to provide supply to the Aggregated Member.</u> <u>5.2 Upon evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Section 3.2.1 and 3.2.2 of the Retail</u>					

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<u>Rules and Section II.3 of this manual.</u> <u>5.3 The Aggregated Member shall be served by the Supplier of Last Resort for a maximum period of ninety (90) days.</u> <u>The said Aggregated Member shall be automatically reverted to the Captive Market at the end of such period unless the said Member has opted to join an Aggregated Group, pursuant to procedures under Section 3.2.1.7 of the Retail Rules,</u>		Can an Aggregated Member elect to join any Aggregated Group - regardless of location?			

Retail Manual on Market Transactions Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponents	RCC Agreements
			<u>within the said period of time.</u>					

F. Retail Manual on Metering Standards and Procedures

Retail Manual on Metering Standards an Procedures								
Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
<p><i>Please write general comments here, if any.</i></p> <p>Essentially, Retail Aggregators and RE Suppliers are Retail Electricity Suppliers (RES). These entities are clearly defined in the corresponding ERC Resolutions. Creating “Supplier” as an umbrella name for these three may further create confusion and deviation from the ERC issuances. Meanwhile, GEOP End-users and Aggregated Groups are essentially Contestable Customers. Creating an umbrella name under “Retail Customers” would mean that they are not Contestable Customers, who are clearly defined as customers having a choice of electricity supply. Moreover, defining “Retail Customers” as Contestable Customers, GEOP End-users and Aggregated Groups would exclude the customers in the captive market who are also retail customers.</p>								
Definition of Terms	1.3.2	(new)	<u>Virtual Metering Installation. A non-physical metering installation, which represents the aggregate meter data from physical metering installations of Aggregated Members belonging to an Aggregated Group, duly registered with the Central Registration Body.</u>	To define Virtual Metering Installation consistent with provisions of Article VI, Section 7 and 8 of ERC Reso. No, 04, S. of 2022	Noted			
Coverage	2.1	This section defines the <i>metering installation</i> standards that a Contestable <u>Retail</u> Customer meter installation must comply with to be eligible for registration in the	This section defines the <i>metering installation</i> standards that a Contestable <u>Retail</u> Customer meter installation must comply with to be eligible for registration in the <i>Wholesale Electricity Spot Market</i> .	To clarify that metering installations referred herein refer to those installed at the Aggregated Member but virtual metering installation refers to point of reference for settlement				

Retail Manual on Metering Standards and Procedures

Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p><i>Wholesale Electricity Spot Market.</i></p> <p>The section also covers certain electrical, dimensional, and mechanical characteristics and designs, and takes into consideration certain safety features of current and inductively-coupled voltage transformers of types generally used in the measurement of electricity associated with revenue metering.</p>	<p><u>For an Aggregated Group, the Retail Metering Services Provider shall designate a virtual metering installation which represents the aggregate meter data from physical metering installations of Aggregated Members belonging to the Aggregated Group. Only the virtual metering installation shall be registered with the Central Registration Body and shall be the basis of the Central Registration Body for accounting and settlement of meter data of the Aggregated Group.</u></p> <p>The section also covers certain electrical, dimensional, and mechanical</p>	<p>quantity of Aggregated Group consistent with Article VI, Section 7 and 8 of ERC Reso. No, 04, S. of 2022</p> <p>Article VI, Section 3 of ERC Reso. No, 04, S. of 2022 states that each Aggregated Member shall be installed with an interval meter capable of measuring peak demand and recording and reading 5-minute interval consumption. While specific technical standards are not provided in the resolution, it is proposed that the same standards for interval meters under the Retail MSP manual be applied to metering installations of Aggregated</p>	<p>For consistency with Section 7 of the Reso</p>	<p><u>For an Aggregated Group, the Retail Metering Services Provider shall could designate a virtual metering installation which represents the aggregate meter data</u></p>		

Retail Manual on Metering Standards an Procedures

Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p>characteristics and designs, and takes into consideration certain safety features of current and inductively-coupled voltage transformers of types generally used in the measurement of electricity associated with revenue metering.</p> <p><u>The standards for metering installation provided in this Manual shall also apply to metering installations of Aggregated Members, unless otherwise stated or unless the Energy Regulatory Commission prescribes another set of standards through a formal issuance.</u></p>	Members	Proposing to include details for aggregating metering data of Aggregated Members.			
GENERAL COMPLIANCE	2.3	This Manual supplements the minimum	This Manual supplements the minimum requirements in the	Article VI, Section 3 of ERC Reso. No,				

Retail Manual on Metering Standards an Procedures

Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		<p>requirements in the <i>Philippine Distribution Code</i> <u>and relevant ERC issuances</u> for metering installations of <i>Contestable Customers</i> <u>Retail Customers</u>. Any <i>metering installation</i> of a higher level of accuracy or functionality than the standards in the <i>Philippine Distribution Code</i> <u>and relevant ERC issuances</u> and this standard may also be installed.</p> <p><u>For GEOP end-user, the Retail Metering Services Provider shall install a meter capable of registering energy use and demand recorded at 5-minute intervals. Existing metering installations that are non-compliant with this requirement shall be governed by</u></p>	<p><i>Philippine Distribution Code</i> <u>and relevant ERC issuances</u> for metering installations of <i>Contestable Customers</i> <u>Retail Customers</u>. Any <i>metering installation</i> of a higher level of accuracy or functionality than the standards in the <i>Philippine Distribution Code</i> <u>and relevant ERC issuances</u> and this standard may also be installed.</p> <p><u>For GEOP end-user and Aggregated Members, the Retail Metering Services Provider shall install a meter capable of registering energy use and demand recorded at 5-minute intervals. Existing metering installations that are non-compliant with this requirement shall be governed by Section 2.7 of this manual.</u></p>	04, S. of 2022 states that each Aggregated Member shall be installed with an interval meter capable of measuring peak demand and recording and reading 5-minute interval consumption.				

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		<u>Section 2.7 of this manual.</u>						
SITE EQUIPMENT IDENTIFICATION NUMBER (SEIN)	3.3.2	<p>a) 3.3.2 Metering Installation</p> <p><i>A metering installation shall be numbered using the following convention:</i></p> <p>WWW-XXXX-YY-CCCC-NN</p> <p>Where: xxx</p>	<p>b) 3.3.2 Metering Installation</p> <p><i>A metering installation shall be numbered using the following convention:</i></p> <p>WWW-XXXX-YY-CCCC-NN</p> <p>Where: xxx</p> <p><u><i>A virtual metering installation shall be numbered using the following convention:</i></u></p> <p>c)</p> <p><u>RV-AAABBBBCC-DDDDEEA</u></p> <p><u>Where:</u></p> <p><u>RV</u> <u>representa</u> <u>tion of</u> <u>virtual</u> <u>SEIN for</u> <u>the</u> <u>Aggregat</u> <u>ed Group</u></p> <p><u>AAABBBBCC</u> <u>SEIN of</u> <u>grid off-</u> <u>take</u> <u>metering</u></p>	To provide basis for identification of virtual metering installation	Noted			

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			<p>point where <u>Aggregated Group</u> is connected</p> <p><u>DDDDDEEA</u> unique short name for <u>Aggregated Group</u></p>					
METERS FOR REGISTRATION	4.3	<p>d) 4.3 METERS FOR REGISTRATION</p> <p>Main and backup <i>meters</i>, of revenue quality and the same <i>accuracy class</i>, shall be registered.</p>	<p>e) 4.3 METERS FOR REGISTRATION</p> <p>Main and backup <i>meters</i>, of revenue quality and the same <i>accuracy class</i>, shall be registered.</p> <p><u>For an Aggregated Group, the Retail Metering Services Provider shall designate a virtual metering installation which represents the aggregate meter data from physical metering installations of Aggregated</u></p>	<p>To govern registration of virtual metering installations consistent with provisions of Article VI, Section 7 and 8 of ERC Reso. No, 04, S. of 2022</p>	<p>For consistency with Section 7</p>	<p><u>For an Aggregated Group, the Retail Metering Services Provider could shall designate a virtual metering installation which represents the aggregate meter data from physical metering installations of Aggregated</u></p>		

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			<u>Members belonging to the Aggregated Group. Only the virtual metering installation shall be registered with the Central Registration Body and shall be the basis of the Central Registration Body for accounting and settlement of meter data of the Aggregated Group.</u>					
Submission of Application Form and Pertinent Documents	4.4.1	If the <i>metering installation</i> of a Contestable Retail Customer subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i> , <u>the prospective Supplier shall initiate the registration by creating a Metering Installation Registration Form (MIRF) request in the Central Registration and Settlement System. This is provided that all pre-switching requirements have been complied by the</u>	If the <i>metering installation</i> of a Contestable Retail Customer subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i> , <u>the prospective Supplier shall initiate the registration by creating a Metering Installation Registration Form (MIRF) request in the Central Registration and Settlement System. This is provided that all pre-switching requirements have been complied by the Supplier. In turn,</u> its <i>Retail Metering Services</i>	To update metering installation registration requirements considering some existing requirements are not applicable to virtual metering installations	Proposed renaming based on previous comments.			

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		<p>Supplier. In turn, its <i>Retail Metering Services Provider</i>, shall initiate the registration of the <i>metering installation</i>.</p> <p>To initiate the registration of a <i>metering installation</i> of a <i>Contestable Retail Customer</i>, its <i>Retail Metering Services Provider</i>, on behalf of the <i>Supplier or Contestable Retail Customer</i>, shall submit the following to the <i>Central Registration Body</i> using the Central Registration and Settlement System by courier:</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i> signed by both <i>Retail Metering Services Provider</i> and <i>Contestable Customer</i>;</p> <p>b) Load Profile of the <i>metering installation</i> during the previous twelve (12) months as well as its maximum and minimum demand;</p> <p>b) e) Single Line Diagram</p>	<p><i>Provider</i>, shall initiate the registration of the <i>metering installation</i>.</p> <p>To initiate the registration of a <i>metering installation</i> of a <i>Contestable Retail Customer</i>, its <i>Retail Metering Services Provider</i>, on behalf of the <i>Supplier or Contestable Retail Customer</i>, shall submit the following to the <i>Central Registration Body</i> using the Central Registration and Settlement System by courier:</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i> signed by both <i>Retail Metering Services Provider</i> and <i>Contestable Customer</i>;</p> <p>b) Load Profile of the <i>metering installation</i> during the previous twelve (12) months as well as its maximum and minimum demand;</p> <p>b) e) Single Line Diagram</p>					

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		<p>months as well as its maximum and minimum demand;</p> <p>b) e) Single Line Diagram</p> <p>Simplified Single Line Diagram of the <i>Distribution Utility's network</i> showing the connection of the Contestable Retail Customer's metering point to the default grid off-take metering point and other nearest grid off-take metering points.</p> <p>If the Contestable Retail Customer is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the Contestable Retail Customer's metering point to the main grid substation.</p> <p>c) d) Meter Testing</p> <p>For Contestable Retail Customers having an average monthly peak demand of 1MW and above, the <i>Retail</i></p>	<p>Simplified Single Line Diagram of the <i>Distribution Utility's network</i> showing the connection of the Contestable Retail Customer's metering point to the default grid off-take metering point and other nearest grid off-take metering points.</p> <p>If the Contestable Retail Customer is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the Contestable Retail Customer's metering point to the main grid substation.</p> <p>c) d) Meter Testing</p> <p>For Contestable Retail Customers that are not Aggregated Groups and with having an average monthly peak demand of 1MW and above, the <i>Retail Metering Services Provider</i> shall submit all prior test results of its <i>meter</i> within the last two (2) years. : and</p> <p>e) Pro-forma Agreement</p>					

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		<p><i>Metering Services Provider</i> shall submit all prior test results of its <i>meter</i> within the last two (2) years. and</p> <p>e) Pro-forma Agreement between the <i>Contestable Customer or Supplier</i> and its <i>Retail Metering Services Provider</i>; and</p> <p>f) d) Documentation of other special features of the meter.</p>	<p>between the Contestable Customer or Supplier and its Retail Metering Services Provider; and</p> <p>g) d) Documentation of other special features of the meter. as applicable.</p>					
Metering Data Collection	5.1	<p>h) 5.1 COVERAGE</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.4.2.1, the <i>Retail Metering Services Provider</i>, on behalf of its associated <i>Supplier</i> or <i>Contestable</i> <i>Retail</i> <i>Customer</i>, shall retrieve the <i>metering data</i> from the <i>meter</i> and transmit the <i>metering data</i> to the</p>	<p>i) 5.1 COVERAGE</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.4.2.1, the <i>Retail Metering Services Provider</i>, on behalf of its associated <i>Supplier</i> or <i>Contestable</i> <i>Retail</i> <i>Customer</i>, shall retrieve the <i>metering data</i> from the <i>meter</i> and transmit the <i>metering data</i> to the <i>Central Registration Body</i>.</p>	To comply with Article VI, Section 8 of ERC Reso. No, 04, S. of 2022				

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		<p><i>Central Registration Body.</i></p> <p>The <i>Retail Metering Services Provider</i> shall use all reasonable endeavors to ensure that <i>metering data</i> will be transmitted to the <i>metering database</i> of the <i>Central Registration Body</i> from its <i>metering installation</i> pursuant to <i>Retail Rules Clause 4.3.7.1</i>:</p> <p>a) Within the applicable accuracy parameters described in the <i>Philippine Grid Code</i>, the <i>Philippine Distribution Code</i> and relevant <i>Market Manuals</i>; and</p> <p>b) Within the time required for</p>	<p><u>If the Retail Customer is an Aggregated Group, the Retail Metering Services Provider shall retrieve the metering data from the meter of each Aggregated Member of an Aggregated Group and aggregate the metering data prior to transmitting to the Central Registration Body pursuant to Retail Rules Clause 4.4.3.</u></p> <p>The <i>Retail Metering Services Provider</i> shall use all reasonable endeavors to ensure that <i>metering data</i> will be transmitted to the <i>metering database</i> of the <i>Central Registration Body</i> from its <i>metering installation</i> pursuant to <i>Retail Rules Clause 4.3.7.1</i>:</p>		<p>Proposing to include provision for the aggregation of data through virtual metering installation.</p>			

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		<p>settlement and at a level of availability of at least ninety-nine (99%) per annum or as otherwise agreed between the <i>Central Registration Body</i> and the <i>Retail Metering Services Provider</i>.</p> <p>This section provides the procedures to be followed by the <i>Central Registration Body</i>, <i>Contestable</i> <i>Retail</i> <i>Customers, Suppliers, and Retail Metering Services Providers</i> in the collection and submission of <i>metering data</i> to the <i>Central Registration Body</i>.</p>	<p>c) Within the applicable accuracy parameters described in the <i>Philippine Grid Code</i>, the <i>Philippine Distribution Code</i> and relevant <i>Market Manuals</i>; and</p> <p>d) Within the time required for settlement and at a level of availability of at least ninety-nine (99%) per annum or as otherwise agreed between the <i>Central Registration Body</i> and the <i>Retail Metering Services Provider</i>.</p> <p>This section provides the procedures to be followed by the <i>Central Registration Body</i>, <i>Contestable</i> <i>Retail</i> <i>Customers, Suppliers, and Retail Metering Services Providers</i> in the collection and submission of <i>metering</i></p>					

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			<i>data to the Central Registration Body.</i>					
Metering Database	5.2.1	<p>5.2.1 Metering Database</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.5.2.1, the <i>Central Registration Body</i> shall create, maintain and administer a <i>metering database</i>, which shall include a metering register containing information for each <i>metering installation</i> registered with the <i>Central Registration Body</i>.</p> <p>j) xxx</p> <p>k) 5.2.1.3 Access</p> <p>The only entities entitled to have either direct or remote access to <i>metering data</i> on a read-only basis from the</p>	<p>5.2.1 Metering Database</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.5.2.1, the <i>Central Registration Body</i> shall create, maintain and administer a <i>metering database</i>, which shall include a metering register containing information for each <i>metering installation</i> <u>and virtual metering installation</u> registered with the <i>Central Registration Body</i>.</p> <p>x) xxx</p> <p>y) 5.2.1.3 Access</p> <p>The only entities entitled to have either direct or remote access to <i>metering data</i> on a read-only basis from the <i>metering database</i> or the</p>	To clarify that virtual metering installations shall be included in the metering database	Noted			

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		<p><i>metering database</i> or the <i>metering register</i> in relation to a <i>metering point</i> are:</p> <p>l) Each <i>Supplier</i> whose <i>gross energy settlement quantities</i> are determined by reference to quantities of energy flowing through that <i>metering point</i>,</p> <p>m) The <i>Retail Metering Services Provider</i> who is responsible for the <i>metering installation</i> at that <i>metering point</i>,</p> <p>n) The <i>Central Registration Body</i> and its authorized agents,</p> <p>o) The <i>Market Operator</i> and its authorized agents,</p> <p>p) Any <i>Retail Customer</i> with respect to the <i>metering data</i> in relation to the</p>	<p>metering register in relation to a <i>metering point</i> are:</p> <p>a) Each <i>Supplier</i> whose <i>gross energy settlement quantities</i> are determined by reference to quantities of energy flowing through that <i>metering point</i>,</p> <p>b) The <i>Retail Metering Services Provider</i> who is responsible for the <i>metering installation</i> <u>or virtual metering installation</u> at that <i>metering point</i>,</p> <p>c) The <i>Central Registration Body</i> and its authorized agents,</p> <p>d) The <i>Market Operator</i> and its authorized agents,</p> <p>e) Any <i>Retail Customer</i> with respect to the <i>metering data</i> in relation to the <i>metering point</i> registered to it,</p> <p>f) Any <i>Distribution Utility</i> with respect to <i>Retail</i></p>					

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		<p>metering point registered to it,</p> <p>q) Any <i>Distribution Utility</i> with respect to <i>Retail Customers</i> whose facilities are located in its franchise area and for whom said <i>Distribution Utility</i> is not the <i>Retail Metering Services Provider</i>,</p> <p>r) The Market Surveillance Committee,</p> <p>s) The Enforcement and Compliance Office,</p> <p>t) The Market Assessment Group,</p> <p>u) The PEM Auditor,</p> <p>v) The Department of Energy, and</p> <p>w) The Energy Regulatory Commission.</p> <p>xxx</p>	<p>Customers whose facilities are located in its franchise area and for whom said <i>Distribution Utility</i> is not the <i>Retail Metering Services Provider</i>,</p> <p>g) The Market Surveillance Committee,</p> <p>h) The Enforcement and Compliance Office,</p> <p>i) The Market Assessment Group,</p> <p>j) The PEM Auditor,</p> <p>k) The Department of Energy, and</p> <p>l) The Energy Regulatory Commission.</p> <p>xxx</p>					

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Installation Database	5.2.2	<p>z) 5.2.2. Installation Database</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.5.1.1, a <i>Retail Metering Services Provider</i> shall create, maintain and administer an <i>installation database</i> in relation to all its <i>metering installations</i>.</p> <p>xxx</p>	<p>aa) 5.2.2. Installation Database</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.5.1.1, a <i>Retail Metering Services Provider</i> shall create, maintain and administer an <i>installation database</i> in relation to all its <i>metering installations and virtual metering installations</i>.</p> <p>xxx</p>	To clarify that virtual metering installations shall be included in the installation database	Noted.			
Collection and Submission Procedure – Daily Process	5.3.2	<p>bb) 5.3.2 Daily Process</p> <p>cc) 5.3.2.1 Collection</p> <p>At an interval basis, the <i>meter</i> at the <i>metering point</i> of a <i>Contestable</i> <i>Retail</i> Customer continuously</p>	<p>ff) 5.3.2 Daily Process</p> <p>gg) 5.3.2.1 Collection</p> <p>At an interval basis, the <i>meter</i> at the <i>metering point</i> of a <i>Contestable</i> <i>Retail</i> Customer continuously records <i>metering data</i>.</p>	To govern procedures for aggregation of meter data consistent with Article VI, Section 8 of ERC Reso. No, 04, S. of 2022	Noted			

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		<p>records <i>metering data</i>. Immediately at the end of the <i>trading day</i>, the <i>Retail Metering Services Provider</i> shall collect the <i>metering data</i> and event log of the whole <i>trading day</i> from each <i>meter</i>, identified by its Recorder ID (SEIN) and Device ID (Serial Number), of all its associated <i>Retail Customers</i> registered under Chapter 2 of the <i>Retail Rules</i>.</p> <p>dd) 5.3.2.2 Submission</p> <p>The <i>Retail Metering Services Provider</i> shall submit the collected <i>metering data</i> of the <i>trading day</i> to the <i>Central</i></p>	<p>Immediately at the end of the <i>trading day</i>, the <i>Retail Metering Services Provider</i> shall collect the <i>metering data</i> and event log of the whole <i>trading day</i> from each <i>meter</i>, identified by its Recorder ID (SEIN) and Device ID (Serial Number), of all its associated <i>Retail Customers</i> registered under Chapter 2 of the <i>Retail Rules</i>.</p> <p><u>If the Retail Customer is an Aggregated Group, the Retail Metering Services Provider shall collect the metering data and event log of the whole trading day from each Aggregated Member meter at an interval basis.</u></p>		Noted			

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		<p><i>Registration Body</i> at 0400H of the succeeding <i>trading day</i>.</p> <p>The <i>Retail Metering Services Provider</i> shall transmit the <i>meter data</i> from the metering facilities to the <i>Central Registration Body's</i> database via the data exchange protocol prescribed by the <i>Central Registration Body</i> (refer to Appendix C).</p> <p>For cases of questionable <i>meter data</i> and the <i>Central Registration Body</i> requires the submission of secured <i>meter data</i> language, the <i>Retail Metering</i></p>	<p>hh) <u>5.3.2.2 Aggregation of Aggregated Group Meter Data</u></p> <p><u>If the Retail Customer is an Aggregated Group, the Retail Metering Services Provider shall determine the metering data of an Aggregated Group as the sum of the metering data collected from meters of all Aggregated Members belonging to the Aggregated Group.</u></p> <p><u>The Retail Metering Services Provider shall ensure that the metering data of an Aggregated Member that has opted out pursuant to Section 3.2.8 of the Retail Rules is excluded from the Aggregated Group metering data.</u></p>		Noted			

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		<p><i>Services Provider shall submit and open the secured meter data language in the presence of the Central Registration Body using the Retail Metering Service Provider software for purposes of validation.</i></p> <p>xxx ee)</p>	<p><u>In the process of determining the Aggregated Group metering data, the Retail Metering Services Provider shall not make, cause or allow any alteration to the original stored metering data as retrieved in the metering installation of Aggregated Members.</u></p> <p>ii) <u>5.3.2.3</u> 5.3.2.2 Submission</p> <p>The <i>Retail Metering Services Provider</i> shall submit the collected <i>metering data</i> of the <i>trading day</i> to the <i>Central Registration Body</i> at 0400H of the succeeding <i>trading day</i>. <u>If the Retail Customer is an Aggregated Group, the Retail Metering Services Provider</u></p>		Noted			

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			<p><u>shall submit the aggregated metering data determined under Section 5.3.2.2 of this manual.</u></p> <p>The <i>Retail Metering Services Provider</i> shall transmit the <i>meter data</i> from the metering facilities <u>or the aggregated metering data determined under Section 5.3.2.2 of this manual</u> to the <i>Central Registration Body's</i> database via the data exchange protocol prescribed by the <i>Central Registration Body</i> (refer to Appendix C).</p> <p>For cases of questionable <i>meter data</i> and the <i>Central Registration Body</i> requires the submission of secured <i>meter data</i> language,</p>		<p>Noted</p> <p>Noted</p>			

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			<p>the <i>Retail Metering Services Provider</i> shall submit and open the secured <i>meter data</i> language in the presence of the <i>Central Registration Body</i> using the <i>Retail Metering Service Provider</i> software for purposes of validation.</p> <p>xxx jj)</p>					
DETERMINING THE METERED QUANTITIES OF CONTESTABLE CUSTOMERS	6.6	<p>kk) 6.6 DETERMINING THE METERED QUANTITIES OF CONTESTABLE CUSTOMERS</p> <p>The <i>metered quantity</i> of each <i>Retail Customer</i> shall be determined as the net metered flows at their respective <i>metering points</i>, before</p>	<p>mm) 6.6 DETERMINING THE METERED QUANTITIES OF CONTESTABLE <u>RETAIL</u> CUSTOMERS</p> <p>The <i>metered quantity</i> of each <i>Retail Customer</i> shall be determined as the net metered flows at their respective <i>metering points</i>, before adjustment for site-</p>	Generalized to Retail Customers and updated reference provision to Retail Rules	Proposed renaming based on previous comments			

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Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
		adjustment for site-specific losses as stated in <i>Retail Rules</i> Clause 3.3.5.1 II)	specific losses as stated in <i>Retail Rules</i> Clause 3.3. 25.4 nn)					
USE OF METERS	6.7	<p>oo) 6.7 USE OF METERS</p> <p>As stated in <i>Retail Rules</i> Clause 4.3.4, the registered <i>metering installation</i> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the settlement of the transactions of <i>Retail Customers</i> and their <i>Suppliers</i> in the WESM.</p> <p>xxx pp)</p>	<p>qq) 6.7 USE OF METERS</p> <p>As stated in <i>Retail Rules</i> Clause 4.3.54, the registered <i>metering installation</i> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the settlement of the transactions of <i>Retail Customers and their Suppliers</i> <u>the following in the WESM.:</u></p> <p>a) <u>Contestable Customers</u> b) <u>GEOP End-Users</u> c) <u>Aggregated Members served by</u></p>	To clarify that virtual metering installation shall be used as reference for settlement of transactions involving Aggregated Groups.	Noted but with proposed renaming of participants			

Retail Manual on Metering Standards an Procedures

Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<p><u>Supplier of Last Resort,</u></p> <p>d) <u>Retail Electricity Suppliers,</u></p> <p>e) <u>Renewable Energy Suppliers; and</u></p> <p>f) <u>Suppliers of Last Resort serving Contestable Customers, GEOP End-Users and/or Aggregated Members.</u></p> <p><u>As stated in Retail Rules Clause 4.3.5, the registered virtual metering installation shall be used by the Central Registration Body as the primary source of metering data for the accounting and settlement, as applicable, of the transactions of the following:</u></p> <p>d) <u>Aggregated Groups,</u></p> <p>e) <u>Retail Aggregators and</u></p> <p>f) <u>Suppliers of Last Resort serving</u></p>					

Retail Manual on Metering Standards an Procedures

Title	Section	Provision (in reference to current published version including pending revision pursuant to RCC-RESO-22-07)	Proposed Amendment (in red)	Rationale	Comments	Proposed Re-wording based on Comments	Proponent's Response	RCC Agreement
			<u>Aggregated Groups.</u> xxx rr)					

GENERAL COMMENT:

Essentially, Retail Aggregators and RE Suppliers are Retail Electricity Suppliers (RES). These entities are clearly defined in the corresponding ERC Resolutions. Creating “Supplier” as an umbrella name for these three may further create confusion and deviation from the ERC issuances. Meanwhile, GEOP End-users and Aggregated Groups are essentially Contestable Customers. Creating an umbrella name under “Retail Customers” would mean that they are not Contestable Customers, who are clearly defined as customers having a choice of electricity supply. Moreover, defining “Retail Customers” as Contestable Customers, GEOP End-users and Aggregated Groups would exclude the customers in the captive market who are also retail customers.

A. WESM Rules					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
Market Trading Nodes	3.2.2.7	3.2.2.7 A <i>Supplier</i> shall be designated a <i>market trading node</i> at each <i>market trading node</i> of its <i>grid off-take metering points</i> where it is supplying a <i>Contestable Customer</i> that is not registered in the <i>WESM</i> .	3.2.2.7 A <i>Supplier</i> shall be designated a <i>market trading node</i> at each <i>market trading node</i> of its <i>grid off-take metering points</i> where it is supplying <i>Contestable</i> <i>Retail</i> <i>Customer</i> that is not registered in the <i>WESM</i> .	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold , or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Defining the Gross Energy Settlement Quantity for Market Trading Nodes	3.13.6	For each <i>dispatch interval</i> , the <i>gross energy settlement quantity</i> for each <i>market trading node</i> shall be determined by the <i>Market Operator</i> as follows: xxx (d) The <i>gross energy settlement quantity</i> of a <i>market trading node</i> of a Customer who is a <i>Distribution Utility</i> with a <i>contestable customer</i> connected to its distribution system shall be determined in accordance with <i>Retail Rules</i> Clause 3.3.3.3.	For each <i>dispatch interval</i> , the <i>gross energy settlement quantity</i> for each <i>market trading node</i> shall be determined by the <i>Market Operator</i> as follows: xxx (d) The <i>gross energy settlement quantity</i> of a <i>market trading node</i> of a Customer who is a <i>Distribution Utility</i> with a <i>contestable customer</i> connected to its distribution system		Noted

		If the <i>market trading node</i> is designated to a WESM-registered CC directly connected to a <i>distribution system</i> or a <i>Supplier</i> , the <i>gross energy settlement quantity</i> for the <i>market trading node</i> shall be determined in accordance with <i>Retail Rules</i> Clause 3.3.3.1. (Added per DOE DC No. 2021-06-0012 dated 03 June 2021)	shall be determined in accordance with <i>Retail Rules</i> Clause 3.3.3.3. (e) (d) If the <i>market trading node</i> is designated to a WESM-registered CC <u>Contestable Customer</u> directly connected to a <i>distribution system</i> or a <i>Supplier</i> , the <i>gross energy settlement quantity</i> for the <i>market trading node</i> shall be determined in accordance with <i>Retail Rules</i> Clause 3.3.3.1. (e) xxx		
METERING – APPLICATION OF CHAPTER	4.2	This Chapter 4 does not apply to <i>contestable customers</i> directly connected to <i>distribution systems</i> . Obligations, requirements, and procedures related to the metering of <i>contestable customers</i> directly connected to <i>distribution systems</i> are provided under Section 4 of the <i>Retail Rules</i> .	This Chapter 4 does not apply to <i>contestable customers</i> <u>Retail Customers</u> directly connected to <i>distribution systems</i> . Obligations, requirements, and procedures related to the metering of <i>contestable customers</i> <u>Retail Customers</u> directly connected to <i>distribution systems</i> are provided under Section 4 of the <i>Retail Rules</i> .	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold , or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
GLOSSARY	Chapter 11	(new)	<u>Green Energy Option Program – The mechanism to empower end-users to choose renewable energy in meeting their energy requirements pursuant to Republic Act No. 9513.</u>		Noted
GLOSSARY	Chapter 11	Grid Off-take Metering Point- Metering point at a grid at which the settlement quantity of a Contestable Customer connected to a distribution system shall be determined.	Grid Off-take Metering Point- Metering point at a grid at which the settlement quantity of a Contestable Customer <u>Retail Customer</u> connected to a distribution system shall be determined.	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and

				that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
GLOSSARY	Chapter 11	Grid Off-take Metering Point- Metering point at a grid at which the settlement quantity of a Contestable Customer connected to a distribution system shall be determined.	Grid Off-take Metering Point- Metering point at a grid at which the settlement quantity of a Contestable Customer <u>Retail Customer</u> connected to a distribution system shall be determined.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
GLOSSARY	Chapter 11	(new)	<u>Retail Customer – An electricity end-user that is qualified to contract electricity supply from Suppliers in accordance with qualifications issued by the ERC. For avoidance of doubt, this shall refer to Contestable Customers that are allowed to participate in the Retail Competition Open Access as prescribed in the Act and/or End- Users that are allowed to participate in the Green Energy Option Program as prescribed in the Renewable Energy Act of 2008 (RE Law).</u>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market For clarification:

					Can an Aggregated Group participate in the GEOP? If so, who will be its supplier, an aggregator or an RE supplier?
B. WESM Manual on REGISTRATION, SUSPENSION AND DEREGISTRATION					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
Level of Participation/Direct & Indirect WESM Membership	(new)	(new)	<u>2.3.9 An entity that is mandated to register in the WESM as an Indirect WESM Member may opt to participate as a GEOP End-User.</u>	<u>2.3.9 A GEOP End-user may register in the WESM as an Indirect WESM Member.</u>	For clarity
Categories and Qualification - Customers	2.5.1.2.b)	<p>b) The following are qualified to register as <i>Customer</i> –</p> <ul style="list-style-type: none"> Distribution Utilities, including private <i>distribution utilities, electric cooperatives and local government utilities</i> undertaking distribution of electricity. Retail Electricity Suppliers that have been authorized to engage in retail electricity supply by the <i>ERC</i>, provided, however, that the RES may only register in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in the <i>WESM</i> and subject to relevant rules, regulations and issuances of the <i>ERC</i>. 	<p>b) The following are qualified to register as <i>Customer</i> –</p> <ul style="list-style-type: none"> Distribution Utilities, including private <i>distribution utilities, electric cooperatives and local government utilities</i> undertaking distribution of electricity. Retail Electricity Suppliers that have been authorized to engage in retail electricity supply by the <i>ERC</i>, provided, however, that the RES may only register in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in 		Noted

		xxx	<p>the WESM and subject to relevant rules, regulations and issuances of the <i>ERC</i>.</p> <p>▪ <u>Renewable Energy Suppliers that have been authorized by the ERC and DOE to engage in the provision or supply of electric power from renewable energy resources to End-Users participating in the Green Energy Option Program, provided, however, that the Renewable Energy Supplier may only register in the WESM upon commencement of the Green Energy Option Program.</u></p>		
REGISTRATION OF DIRECT WESM MEMBERS AND TRADING PARTICIPANTS - Categories and Qualifications	2.5.1.2 (c)	c) A <i>Customer</i> shall register each of its <i>connection points</i> with the <i>Market Operator</i> . For each <i>Contestable Customer</i> , all <i>connection points</i> shall be registered under the same <i>Contestable Customer</i> .	<p>xxx</p> <p>c) A <i>Customer</i> shall register each of its <i>connection points</i> with the <i>Market Operator</i>. For each <i>Contestable</i> <i>Retail</i> <i>Customer</i>, all <i>connection points</i> shall be registered under the same <i>Contestable</i> <i>Retail</i> <i>Customer</i>.</p>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS	3.5.1.4	3.5.1.4. Only WESM registered <i>Suppliers</i> may enroll <i>Contestable Customers</i> with the <i>Market Operator</i> .	3.5.1.4 Only WESM registered <u>Retail Electricity</u> <i>Suppliers</i> may enroll <i>Contestable Customers</i> <u>while only WESM registered Renewable Energy Suppliers may enroll Retail Customers under the Green Energy Option Program that are connected to the transmission system</u> with the <i>Market Operator</i> .		For Clarification: Can an Aggregated Group participate as well?
ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS	(new)	(new)	<p><u>3.5.1.6 Prior to providing the notice under Clause 3.5.1.3 and if the supply customer is a Renewable Energy Supplier, the Market Operator shall verify that the market trading nodes designated as the source of supply are generation unit/s that are producing electricity using Renewable Energy Resources.</u></p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the verification of 100% RE sourcing requirement for Renewable Energy Suppliers and electronic-based switching process, it is understood that the said processes shall take effect no later than fifteen (15) days from the date of issuance of the requisite software certificate of the system enhancements.</u></p>		For Clarification: Are intermittent RE sources also included here? If so, how can they supply 100% of the requirements of their corresponding end-users?

EFFECTS OF SUSPENSION	4.4.1	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM</i> member is ineligible to participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM</i> member is a Wholesale Aggregator or a <i>Retail Electricity Supplier</i> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause 3.7 of this Manual.	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM</i> member is ineligible to participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM</i> member is a Wholesale Aggregator, or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause <u>Section 2.3.7</u> of this Manual.	... If the suspended <i>WESM</i> member is a Wholesale Aggregator, a Retail Electricity Supplier, including or a Renewable Energy Supplier, the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause 3.7 of this Manual.	Proposed renaming based on general comment.
EFFECTS OF SUSPENSION	4.4.1	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM</i> member is ineligible to participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM</i> member is a Wholesale Aggregator or a <i>Retail Electricity Supplier</i> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM</i> member is ineligible to participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM</i> member is a		A Directly Connected Customer, that is also registered as a Contestable Customer, which has ceased from <i>WESM</i> membership shall be disconnected from the Grid. This appears to have an impact and the SO must be made aware of such.

		suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause 3.7 of this Manual.	Wholesale Aggregator, or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u> , the <i>Indirect WESM member</i> for whom it transacts in the <i>WESM</i> shall likewise be suspended from trading in the <i>WESM</i> and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause <u>Section 2.3.7</u> of this Manual.		
EFFECTS OF DEREGISTRATION	5.6.2.2	5.6.2.2. If the deregistered <i>WESM member</i> is a <i>Wholesale Aggregator</i> or a <i>Retail Electricity Supplier</i> acting as a <i>Direct WESM Member</i> counterparty to an <i>Indirect WESM member</i> and the latter does not comply with the requirements in Chapter II, Section 3.7 of this Manual, the facilities of the <i>Indirect WESM member</i> shall be disconnected.	5.6.2.2. If the deregistered <i>WESM member</i> is a <i>Wholesale Aggregator</i> , or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u> acting as a <i>Direct WESM Member</i> counterparty to an <i>Indirect WESM member</i> and the latter does not comply with the requirements in Chapter II, Section <u>2.3.7</u> of this Manual, the facilities of the <i>Indirect WESM member</i> shall be disconnected.	If the deregistered <i>WESM member</i> is a Wholesale Aggregator, a Retail Electricity Supplier, including or a Renewable Energy Supplier, acting as a <i>Direct WESM Member</i> counterparty to an <i>Indirect WESM member</i> and the latter does not comply with the requirements in Chapter II, Section 3.7 of this Manual, the facilities of the <i>Indirect WESM member</i> shall be disconnected.	Based on general comment.

TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
Level of Participation/Direct & Indirect WESM Membership	(new)	(new)	<u>2.3.9 An entity that is mandated to register in the WESM as an Indirect WESM Member may opt to participate as a GEOP End-User.</u>	<u>2.3.9 A GEOP End-user may register in the WESM as an Indirect WESM Member.</u>	For clarity
Categories and Qualification - Customers	2.5.1.2.b)	<p>b) The following are qualified to register as <i>Customer</i> –</p> <ul style="list-style-type: none"> ▪ Distribution Utilities, including private <i>distribution utilities, electric cooperatives</i> and <i>local government utilities</i> undertaking distribution of electricity. ▪ Retail Electricity Suppliers that have been authorized to engage in retail electricity supply by the <i>ERC</i>, provided, however, that the RES may only register in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in the <i>WESM</i> and subject to relevant rules, regulations and issuances of the <i>ERC</i>. <p>xxx</p>	<p>b) The following are qualified to register as <i>Customer</i> –</p> <ul style="list-style-type: none"> ▪ Distribution Utilities, including private <i>distribution utilities, electric cooperatives</i> and <i>local government utilities</i> undertaking distribution of electricity. ▪ Retail Electricity Suppliers that have been authorized to engage in retail electricity supply by the <i>ERC</i>, provided, however, that the RES may only register in the <i>WESM</i> upon declaration of retail competition and open access by and shall transact in the <i>WESM</i> and subject to relevant rules, regulations and issuances of the <i>ERC</i>. ▪ <u>Renewable Energy Suppliers that have been authorized by the ERC and DOE to engage in in the</u> 		Noted

			<p><u>provision or supply of electric power from renewable energy resources to End-Users participating in the Green Energy Option Program, provided, however, that the Renewable Energy Supplier may only register in the WESM upon commencement of the Green Energy Option Program.</u></p> <p>xxx</p>		
REGISTRATION OF DIRECT WESM MEMBERS AND TRADING PARTICIPANTS - Categories and Qualifications	2.5.1.2 (c)	c) A <i>Customer</i> shall register each of its <i>connection points</i> with the <i>Market Operator</i> . For each <i>Contestable Customer</i> , all <i>connection points</i> shall be registered under the same <i>Contestable Customer</i> .	c) A <i>Customer</i> shall register each of its <i>connection points</i> with the <i>Market Operator</i> . For each <i>Contestable</i> <i>Retail Customer</i> , all <i>connection points</i> shall be registered under the same <i>Contestable</i> <i>Retail Customer</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS	3.5.1.4	3.5.1.4. Only WESM registered <i>Suppliers</i> may enroll <i>Contestable Customers</i> with the <i>Market Operator</i> .	3.5.1.4 Only WESM registered <i>Retail Electricity Suppliers</i> may enroll <i>Contestable Customers</i> <u>while only WESM registered Renewable Energy Suppliers may enroll Retail Customers under the Green Energy Option Program that are connected to the transmission system</u> with the <i>Market Operator</i> .		For Clarification: Can an Aggregated Group participate as well?

ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS	(new)	(new)	<p><u>9.1.11 Prior to providing the notice under Clause 3.5.1.3 and if the supply customer is a Renewable Energy Supplier, the Market Operator shall verify that the market trading nodes designated as the source of supply are generation unit/s that are producing electricity using Renewable Energy Resources.</u></p> <p><u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the verification of 100% RE sourcing requirement for Renewable Energy Suppliers and electronic-based switching process, it is understood that the said processes shall take effect no later than fifteen (15) days from the date of issuance of the requisite software certificate of the system enhancements.</u></p>		For Clarification: Are intermittent RE sources also included here? If so, how can they supply 100% of the requirements of their corresponding end-users?
EFFECTS OF SUSPENSION	4.4.1	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM</i> member is ineligible to participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended <i>WESM</i> member is a Wholesale Aggregator or a	4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended <i>WESM</i> member is ineligible to participate in the <i>WESM</i> . As such, the suspended <i>WESM member</i> shall be disconnected from the transmission or distribution system to which its	... If the suspended <i>WESM</i> member is a Wholesale Aggregator, a Retail Electricity Supplier, including or a Renewable Energy Supplier, the Indirect <i>WESM</i> member for whom it transacts in	Proposed renaming based on general comment.

		<p><i>Retail Electricity Supplier</i>, the <i>Indirect WESM member</i> for whom it transacts in the WESM shall likewise be suspended from trading in the WESM and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause 3.7 of this Manual.</p>	<p>facilities are connected. If the suspended WESM member is a Wholesale Aggregator, or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u>, the <i>Indirect WESM member</i> for whom it transacts in the WESM shall likewise be suspended from trading in the WESM and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause <u>Section 2.3.7</u> of this Manual.</p>	<p>the WESM shall likewise be suspended from trading in the WESM and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause 3.7 of this Manual.</p>	
EFFECTS OF SUSPENSION	4.4.1	<p>4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended WESM member is ineligible to participate in the WESM. As such, the suspended WESM member shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended WESM member is a Wholesale Aggregator or a <i>Retail Electricity Supplier</i>, the <i>Indirect WESM member</i> for whom it transacts in the WESM shall likewise be suspended from trading in the WESM and shall be disconnected from the transmission or distribution system, unless the latter complies with the conditions set forth in Chapter II. Clause 3.7 of this Manual.</p>	<p>4.4.1. From the time of the issuance of the Notice of Suspension until such time the suspension is revoked, the suspended WESM member is ineligible to participate in the WESM. As such, the suspended WESM member shall be disconnected from the transmission or distribution system to which its facilities are connected. If the suspended WESM member is a Wholesale Aggregator, or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u>, the <i>Indirect WESM member</i> for whom it transacts in the WESM shall likewise be suspended from trading in the WESM and shall be disconnected from the transmission or distribution system, unless the latter complies with the</p>		<p>A Directly Connected Customer, that is also registered as a Contestable Customer, which has ceased from WESM membership shall be disconnected from the Grid. This appears to have an impact and the SO must be made aware of such.</p>

			conditions set forth in Chapter II, Clause Section 2.3.7 of this Manual.		
EFFECTS OF DEREGISTRATION	5.6.2.2	5.6.2.2. If the deregistered <i>WESM member</i> is a <i>Wholesale Aggregator</i> or a <i>Retail Electricity Supplier</i> acting as a <i>Direct WESM Member</i> counterparty to an <i>Indirect WESM member</i> and the latter does not comply with the requirements in Chapter II, Section 3.7 of this Manual, the facilities of the <i>Indirect WESM member</i> shall be disconnected.	5.6.2.2. If the deregistered <i>WESM member</i> is a <i>Wholesale Aggregator</i> , or a Retail Electricity Supplier <u>or a Renewable Energy Supplier</u> acting as a <i>Direct WESM Member</i> counterparty to an <i>Indirect WESM member</i> and the latter does not comply with the requirements in Chapter II, Section 2.3.7 of this Manual, the facilities of the <i>Indirect WESM member</i> shall be disconnected.	If the deregistered <i>WESM member</i> is a <i>Wholesale Aggregator</i> , a <i>Retail Electricity Supplier</i> , including or a <i>Renewable Energy Supplier</i> , acting as a <i>Direct WESM Member</i> counterparty to an <i>Indirect WESM member</i> and the latter does not comply with the requirements in Chapter II, Section 3.7 of this Manual, the facilities of the <i>Indirect WESM member</i> shall be disconnected.	Based on general comment.

WESM Manual on Billing and Settlement					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
SWITCH REQUEST	7.4.7			Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold,	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier

				or change Retail Customers to “Retail Market Customers”.	(general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
DECLARATIONS FOR ENERGY TRANSACTIONS	(new)	<u>9.1.10 If the buying Trading Participant is a Renewable Energy Supplier, it shall ensure that its gross energy settlement quantity for each dispatch interval shall be fully covered by bilateral contract declarations.</u>			Noted, but provision for replacement in case of outages or Force Majeure must be ensured. It should also consider natural fluctuations of RE generation.
DECLARATIONS FOR ENERGY TRANSACTIONS	(new)	<u>9.1.11 If the selling Trading Participant is a Renewable Energy Supplier and the buying Trading Participant is a GEOP End-user, the Renewable Energy Supplier shall ensure that the gross energy settlement quantity of the GEOP End-user for each dispatch interval shall be fully covered by bilateral contract declarations.</u>			Noted, but provision for replacement in case of outages or Force Majeure must be ensured. It should also consider natural fluctuations of RE generation.
DECLARATIONS FOR ENERGY TRANSACTIONS		<u>9.1.12 In case of non-compliance with Clauses 9.1.10 and 9.1.11, the Market Operator shall promptly inform the affected parties to re-submit bilateral contract declarations.</u> <u>In view of the need for enhancements to the Central Registration and Settlement System (CRSS) to implement the verification of 100% RE sourcing requirement for Renewable Energy Suppliers, it is understood that the said process shall take effect no later than fifteen (15) days from the date of issuance of the requisite software certificate of the system enhancements.</u>			Noted, but provision for replacement in case of outages or Force Majeure must be ensured. It should also consider natural fluctuations of RE generation.

		D. RETAIL RULES			
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	REWORDING	COMMENT
SCOPE OF CHAPTER 1	1.1.4	<p>The Chapter 1</p> <p>sets out the:</p> <p>xxx</p> <p>1.1.4 Governance of the transactions of <i>Suppliers</i> and contestable customers with the <i>Central Registration Body</i>.</p>	<p>The Chapter 1</p> <p>sets out the:</p> <p>xxx</p> <p>1.1.4 Governance of the transactions of <i>Suppliers</i> and contestable <i>Retail</i> eCustomers with the <i>Central Registration Body</i>.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>

PURPOSE, APPLICATION AND INTERPRE TATION OF THE RULES	1.2.2	<p>These <i>Retail Rules</i> are promulgated to implement the provisions of the Act, its Implementing Rules and Regulations, and other related laws as well as to:</p> <p>1.2.2.1 Promote retail competition; greater efficiency and customer choice; and</p> <p>Provide rules for the management of the transactions of <i>Suppliers</i> and <i>Contestable Customers</i> and the operations of the <i>Central Registration Body</i>.</p>	<p>These <i>Retail Rules</i> are promulgated to implement the provisions of the <i>Act</i>, its Implementing Rules and Regulations, <u>Republic Act No. 9513 (“Renewable Energy Act of 2008”)</u>, its <u>Implementing Rules and Regulations</u> and other related laws as well as to:</p> <p>1.2.2.1 Promote retail competition; greater efficiency and customer choice; and</p> <p>1.2.2.2 Provide rules for the management of the transactions of <i>Suppliers</i> and <i>Contestable Customers</i> <u>Retail Customers</u> and the operations of the <i>Central Registration Body</i>.</p>		Noted on the inclusion of RE Act. Comment on renaming is based on previous comment
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FRAMEWORK AND OBJECTIVES OF RETAIL COMPETITION AND THE RETAIL RULES	(new)	(new)	<u>1.3.5 Consistent with the Renewable Energy Act of 2008, the Green Energy Option Program (GEOP) promotes renewable energy by providing end-users a mechanism to source their electricity supply from renewable energy resources.</u>		Noted
FRAMEWORK AND OBJECTIVES OF RETAIL COMPETITION AND THE RETAIL RULES	(new)	(new)	<u>1.3.6 Upon commencement of the Green Energy Option Program, qualified GEOP End-Users may transact with licensed and registered Renewable Energy Suppliers to participate in the GEOP.</u>	...qualified GEOP End-Users may shall transact with licensed and registered Renewable Energy Suppliers...	For clarity

CENTRAL REGISTRATION BODY	1.4.1	<p>1.4.1.1 The <i>Central Registration Body</i> shall, generally and non-restrictively, have the following functions and responsibilities:</p> <p>a) Maintain a registry of all Contestable Customers who have already been awarded a certificate of contestability by the ERC;</p> <p>b) Carry out customer switching between a Distribution Utility and a Supplier, and between Suppliers;</p> <p>c) Determine gross energy settlement quantities of Contestable Customers and Suppliers;</p> <p>d) Collect and manage metering data of Contestable Customers from Retail Metering Services Providers;</p>	<p>1.4.1.1 The <i>Central Registration Body</i> shall, generally and non-restrictively, have the following functions and responsibilities:</p> <p>a) Maintain a registry of all <u>Retail Customers, which include Contestable Customers and GEOP End-Users</u> who have already been awarded a certificate of contestability by the ERC, <u>For each Retail Customer, the Central Registration Body shall indicate whether the Retail Customer is already registered with the Central Registration Body or if not, whether the Retail Customer has signified interest, through its Network Service Provider, to participate under retail competition or the Green Energy Option Program;</u></p> <p>b) Carry out customer switching between a Distribution</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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		<p>e) Allocate resources to enable it to perform its functions;</p> <p>f) Provide an information exchange amongst Retail Competition Participants; and</p> <p>g) Comply with rules and regulations as may be provided by ERC.</p>	<p>Utility and a Supplier, and between Suppliers;</p> <p>c) Determine gross energy settlement quantities of Contestable <u>Retail</u> Customers and Suppliers;</p> <p>d) Collect and manage metering data of Contestable <u>Retail</u> Customers from Retail Metering Services Providers;</p> <p>e) Allocate resources to enable it to perform its functions;</p> <p>f) Provide an information exchange amongst Retail Competition Participants; and</p> <p>Comply with rules and regulations as may be provided by ERC.</p>		
GOVERNANCE OF THE MARKET	1.5.1	1.5.1 The provisions of Chapter 1 of the <i>WESM Rules</i> shall govern the operations of the <i>Central Registration Body</i> and the participation and transactions of <i>Suppliers</i> and <i>Contestable Customers</i> .	1.5.1 The provisions of Chapter 1 of the <i>WESM Rules</i> shall govern the operations of the <i>Central Registration Body</i> and the participation and transactions of Suppliers and Contestable <u>Retail</u> Customers.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

GOVERNANCE OF THE MARKET	1.5.2	1.5.2 When relevant, necessary or practicable, the PEM Board may create working groups to deal with matters specifically pertaining to the operations of the <i>Central Registration Body</i> and the participation and transactions of <i>Suppliers</i> and <i>Contestable Customers</i> .	1.5.2 When relevant, necessary or practicable, the PEM Board may create working groups to deal with matters specifically pertaining to the operations of the <i>Central Registration Body</i> and the participation and transactions of <i>Suppliers</i> and Contestable <i>Retail Customers</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Scope of Chapter 2	2.1	This Chapter 2 sets out the rules for registration of <i>Suppliers</i> , Contestable Customers and <i>Retail Metering Services Providers</i> .	This Chapter 2 sets out the rules for registration of <i>Suppliers</i> , Contestable <i>Retail Customers</i> and <i>Retail Metering Services Providers</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
CONTESTABLE CUSTOMERS	2.2	2.2 CONTESTABLE CUSTOMERS	2.2 CONTESTABLE CUSTOMERS <u>RETAIL</u>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

CONTESTABLE CUSTOMERS	2.2.1	2.2.1 Contestability of electricity end users shall be certified by the ERC and only the end users that have been issued a certification of contestability may be registered and permitted to transact with the <i>Central Registration Body</i> , or, as a voluntary <i>Participant</i> in the <i>WESM</i> .	<p><u>2.2.1 Eligibility of Retail Customers</u></p> <p>2.2.1 <u>2.2.1.1 Contestable Customers</u>- Contestability of electricity end users shall be certified by the ERC and only the end users that have been issued a certification of contestability <u>or has been certified as such under applicable laws or rules</u> may be registered and permitted to transact with the <i>Central Registration Body</i>, or, as a voluntary <i>Participant</i> in the <i>WESM</i>.</p> <p><u>2.2.1.2 GEOP End-Users – Electricity end-users that (a) have been identified by their respective Distribution Utilities to have met the criteria to participate in Green Energy Option Program pursuant to guidelines set by the ERC may be registered; and (b) permitted to transact with the Central Registration Body.</u></p>	Noted but with proposed renaming based on previous comments.
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CONTESTABLE CUSTOMERS	2.2.2	2.2.2 Distribution utilities shall notify the <i>Central Registration Body</i> of any end user that has met the requirements to be certified as <i>Contestable Customer</i> and shall provide the customer information required in Section 2.3 of this Chapter 2. Upon such notice, the <i>Central Registration Body</i> shall secure confirmation from the <i>ERC</i> if such end user has been certified as contestable and, if so certified, shall maintain a record of the customer for registration and other purposes specified in these rules	2.2.2 Distribution utilities shall notify the <i>Central Registration Body</i> of any end user that has met the requirements to be certified-become as <i>Contestable Customer</i> <u>and/or as End-User under the Green Energy Option Program</u> and shall provide the customer information required in Section 2.3 of this Chapter 2. Upon such notice, the Central Registration Body shall secure confirmation from the ERC if such end user has been certified as contestable and, if so certified, shall maintain a record of the customer for registration and other purposes specified in these rules.		Noted
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CONTESTABLE CUSTOMERS	(new)	(new)	<p><u>2.2.4 A Retail Customer that is a GEOP End-User as identified and notified by their respective Distribution Utility may voluntarily:</u></p> <p><u>a) Elect to source its supply from a Renewable Energy Supplier and register with the Central Registration Body: or</u></p> <p><u>Continue to be served by the Distribution Utility until it elects to purchase electricity from a Renewable Energy Supplier.</u></p>	<p>Proposing to delete provision b)</p>	<p>If the GEOP EU continues to be served by a DU which sources from a mixture of RE and non-RE resource, this defeats the concept of being a GEOP EU. and makes the GEOP EU a captive customer (unless the DU acts as SOLR). In this case, it should not be classified as a GEOP EU until it actually purchases electricity from an RE Supplier.</p>
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CONTESTABLE CUSTOMERS	2.2.4	<p>2.2.4 The registration of <i>Contestable Customers</i> shall be in respect to their facilities that have been issued certifications of contestability by the ERC, Provided, that –</p> <p>2.2.4.1 <i>Contestable Customers</i> that have more than one <i>registered facility</i> shall have multiple registrations; and Registration shall be in accordance with the certification of contestability issued by the <i>ERC</i> and each <i>registered facility</i> covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.</p>	<p>2.2.42.2.5 The registration of <i>Contestable Customers</i> shall be in respect to their facilities that have been issued certifications of contestability by the ERC <u>or determined as eligible by the <i>Distribution Utility</i>, as provided in the monthly billing statement, pursuant to</u> relevant ERC Rules and Regulations, Pprovided, that –</p> <p>2.2.4.12.2.5.1 <i>Contestable Customers</i> that have more than one <i>registered facility</i> shall have multiple registrations; and</p> <p>2.2.4.22.2.5.2 Registration shall be in accordance with the certification of contestability issued by the <i>ERC</i> and each <i>registered facility</i> covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.</p>		Noted
CONTESTABLE CUSTOMERS	2.2.5	<p>2.2.5 <i>Contestable Customers</i> that are directly connected to the <i>transmission system</i> shall be listed with the <i>Central Registration Body</i> based on the information from the <i>ERC</i> for monitoring purposes.</p>	<p>2.2.52.2.6 <i>Contestable Customers</i> that are directly connected to the <i>transmission system</i> shall be listed with the <i>Central Registration Body</i> based on the information from the <i>ERC</i> for monitoring purposes.</p>		Noted

CONTESTABLE CUSTOMER INFORMATION	2.3	2.3 CONTESTABLE CUSTOMER INFORMATION	2.3 CONTESTABLE RETAIL CUSTOMER INFORMATION	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
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CONTESTABLE CUSTOMER INFORMATION	2.3.1.1	<p>2.3.1.1 All <i>Distribution Utilities</i> shall submit the following information to the <i>Central Registration Body</i> on all end users within its franchise area that it deems to have already met the required demand threshold.</p> <ul style="list-style-type: none"> (a) Customer name; (b) Billing and service addresses; (c) Customers' account number; (d) Customer contact information (telephone numbers and e-mail addresses); (e) Meter number; (f) Meter specifications (interval metering, channels); and <p>SEIN of the grid <i>metering point</i> of the <i>Distribution Utility</i> where the supply of the end user passes through</p>	<p>2.3.1.1 All <i>Distribution Utilities</i> <u>Network Service Providers</u> shall submit the following information to the <i>Central Registration Body</i> on all <u>newly qualified</u> end-users within its franchise area that it deems to have already met the required demand threshold <u>to participate in retail competition and/or in the Green Energy Option Program.</u></p> <ul style="list-style-type: none"> (a) Customer name; (b) Billing and service addresses; (c) Customers' account number; (d) Customer contact information (telephone numbers and e-mail addresses); (e) Meter number; (f) Meter specifications (interval metering, channels); and (g) SEIN of the grid <i>metering point</i> of the <i>Distribution Utility</i> where the supply of the end user 		Noted
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			<p>passes through;</p> <p><u>(h) Confirmation that the end-user has qualified either for retail competition or GEOP, or both; and</u></p> <p><u>(i) Confirmation that the end-user has signified interest to participate under retail competition or Green Energy Option Program, or both.</u></p>		
Request and Release of Customer Information	2.3.2.1	2.3.2.1 Upon prior authorization, provided in written or electronic form, by a <i>Contestable Customer</i> , the <i>Central Registration Body</i> shall provide the information so authorized to the <i>Supplier</i> or to such other person or entity authorized by the <i>Contestable Customer</i> .	2.3.2.1 Upon prior authorization, provided in written or electronic form, by a Contestable <i>Retail Customer</i> , the <i>Central Registration Body</i> shall provide the information so authorized to the <i>Supplier</i> or to such other person or entity authorized by the Contestable <i>Retail Customer</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	(new)	(new)	<p><u>2.4.2.1 Secure a Retail Electricity Supplier license from the ERC pursuant ERC Resolution No. 01, Series of 2011, and amendments thereto.</u></p> <p><u>2.4.2.2 Hold a Green Energy Option Program operating permit from the DOE pursuant to DOE Department Circular No. DC 2020-04-0009 and any amendments thereto, and</u></p> <p><u>Register in the WESM as a Direct WESM Member under the Customer Trading Participant category and shall fulfill all such registration requirements as set out in the WESM Rules Chapter 2.</u></p>		Agree, Aligned with the ERC Reso
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<p>SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS</p>	<p>2.4.2</p>	<p>2.4.2 Distribution utilities before being able to transact for the supply of electricity to <i>Contestable Customers</i>, as <i>Supplier</i> and/or <i>Supplier of Last Resort</i>, shall register as a <i>Direct WESM Member</i> in accordance with the requirements and procedures for registration set out in the <i>WESM Rules</i></p> <p>Chapter 2 for transactions in respect to the supply of electricity to <i>Contestable Customers</i>.</p>	<p>2.4.2 2.4.3 Distribution utilities, before being able to transact for the supply of electricity to <i>Contestable</i> <i>Retail Customers</i>, as <i>Supplier</i> and/or <i>Supplier of Last Resort</i>, shall register as a <i>Direct WESM Member</i> in accordance with the requirements and procedures for registration set out in the <i>WESM Rules</i></p> <p>Chapter 2 for transactions in respect to the supply of electricity to <i>Contestable</i> <i>Retail Customers</i>.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS	2.4.3	<p>2.4.3 Before being able to provide metering services for <i>Contestable Customers</i>, a <i>Retail Metering Services Provider</i> shall:</p> <p>2.4.3.1 Hold license as a <i>Retail Metering Services Provider</i> issued by the <i>ERC</i>; and</p> <p>2.4.3.2 Register in the <i>WESM</i> as a <i>Retail Metering Services Provider</i> and shall fulfil all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2 and relevant <i>Market Manual</i>.</p> <p>2.4.4 At the commencement of <i>retail competition</i></p>	<p>2.4.3 2.4.4 Before being able to provide metering services for <i>Contestable</i> <u>Retail</u> <i>Customers</i>, a <i>Retail Metering Services Provider</i> shall:</p> <p>2.4.3.1 2.4.4.1 Hold license as a <i>Retail Metering Services Provider</i> issued by the <i>ERC</i>; and</p> <p>2.4.4.2 Register in the <i>WESM</i> as a <i>Retail Metering Services Provider</i> and shall fulfil all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2 and relevant <i>Market Manual</i>.</p>	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold , or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
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<p>SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS</p>	<p>2.4.4</p>	<p>2.4.4 At the commencement of <i>retail competition</i>, the <i>Distribution Utilities</i> shall serve as the default <i>Retail Metering Services Provider</i> for <i>Contestable Customers</i> with service addresses located within their franchise area, and as such, are deemed registered in the <i>WESM</i> without need of complying with the requirements set in Clause 2.4.3 of this Chapter 2.</p>	<p>2.4.4 2.4.5 At the commencement of retail competition, the <i>Distribution Utilities</i> shall serve as the default Retail Metering Services Provider for <i>Contestable <u>Retail</u> Customers</i> with service addresses located within their franchise area, and as such, are deemed shall registered in the <i>WESM</i> without need of complying in accordance with the requirements set in Clause 2.4.3 of this Chapter 2. <u>The Market Operator may also require existing Retail Metering Services Providers currently serving Contestable Customers who intends to provide service to GEOP End-Users to submit registration requirements.</u></p>		<p>Noted but with proposed revision on renaming as mentioned above.</p>
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REGISTRATION PROCESS	2.5	<p>The <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> in accordance with Chapter 8 of the <i>WESM Rules</i> which sets out:</p> <p>2.5.1 The requirements and procedures which <i>Suppliers, Contestable Customers</i> and <i>Retail Metering Services Providers</i> shall follow to enable registration in the <i>WESM</i>, which requirements and procedures shall be consistent with relevant provisions of <i>WESM Rules</i> Chapter 2.</p> <p>The data required to be provided to the <i>Central Registration Body</i> for registration as a <i>Supplier, Contestable Customer</i>, or <i>Retail Metering Services Provider</i>.</p>	<p>The <i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> in accordance with Chapter 8 of the <i>WESM Rules</i> which sets out:</p> <p>2.5.1 The requirements and procedures which <u>Retail Electricity Suppliers, Contestable Customers</u> and <i>Retail Metering Services Providers</i> shall follow to enable registration in the <i>WESM</i>, which requirements and procedures shall be consistent with relevant provisions of <i>WESM Rules</i> Chapter 2.</p> <p><u>2.5.2 The requirements and procedures which Renewable Energy Suppliers, Retail Customers and Retail Metering Services Providers shall comply with to enable registration in the WESM: and</u></p> <p>2.5.2 <u>2.5.3</u> The data required to be provided to the <i>Central Registration Body</i> for registration as a <i>Supplier</i>,</p>		Noted
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			Contestable Retail Customer, or Retail Metering Services Provider.		
SUSPENSION, DE-REGISTRATION AND CESSATION OF MEMBERSHIP	2.6	The suspension, de-registration and cessation of the membership of <i>Suppliers</i> and <i>Contestable Customers</i> in the <i>WESM</i> shall be governed by the <i>WESM Rules</i> and <i>relevant Market Manuals</i> .	<p>2.6 2.6.1 The suspension, de-registration and cessation of the membership of <i>Suppliers</i>, <i>Retail Metering Services Providers</i> and <i>Retail</i> <i>Contestable Customers</i> that are registered in the <i>WESM</i> shall be governed by the <i>WESM Rules</i> and <i>relevant Market Manuals</i>.</p> <p><u>2.6.2 The cessation of the membership of <i>Retail Customers</i> that are registered with the Central Registration Body only shall be governed by a relevant Market Manual.</u></p>		Noted but with proposed revision on renaming as mentioned above.
SCOPE OF CHAPTER 3	3.1.1	<p>This chapter sets out the rules which govern operation of the market pertaining to the following and related matters:</p> <p>3.1.1 Switching of <i>Suppliers</i> by <i>Contestable Customers</i></p> <p>3.1.2 Settlement of the transactions of <i>Suppliers</i> and <i>Contestable Customers</i> in the <i>WESM</i>; and</p> <p>xxx</p>	<p>This chapter sets out the rules which govern operation of the market pertaining to the following and related matters:</p> <p>3.1.1 Switching of <i>Suppliers</i> by <i>Contestable</i> <i>Retail</i> Customers</p> <p>3.1.2 Settlement of the transactions of <i>Suppliers</i> and <i>Contestable</i> <i>Retail</i> Customers in the <i>WESM</i>; and</p> <p>xxx</p>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

CONTESTABLE CUSTOMER TRANSACTIONS	3.2	CONTESTABLE CUSTOMER TRANSACTIONS	CONTESTABLE RETAIL CUSTOMER TRANSACTIONS	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
CONTESTABLE CUSTOMER TRANSACTIONS	3.2.1.1	3.2.1.1 Switching shall apply to the commercial transfer of a <i>Contestable Customer</i> from one <i>Supplier</i> to another, other than a transfer to a <i>Supplier of Last Resort</i> in case of a last resort event for which section 3.4 of this Chapter 3 shall apply.	3.2.1.1 Switching shall apply to the commercial transfer of a <i>Contestable</i> <i>Retail Customer</i> from one <i>Supplier</i> to another, other than a transfer to a <i>Supplier of Last Resort</i> in case of a last resort event for which section 3.4 of this Chapter 3 shall apply.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

Conditions for Customer Switching	3.2.1.3	<p>3.2.1.3 A <i>Supplier</i> may submit a <i>switch request</i> to the <i>Central Registration Body</i> if the following conditions are met:</p> <p>a) A supply contract has been entered into between the <i>Supplier</i> and the <i>Contestable Customer</i> for which the <i>Switch request</i> is made; and There is an existing and valid wheeling service agreement with the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> and a metering services agreement with a registered Metering Services Provider, covering the <i>Contestable Customer</i>.</p> <p>c) The <i>Contestable Customer</i> has no financial obligations with its <i>Network Service Provider</i>, in case of initial switch, or its incumbent <i>Supplier</i>.</p>	<p>3.2.1.3 A <i>Supplier</i> may submit a switch request to the <i>Central Registration Body</i> if <u>provided</u> the following conditions are met:</p> <p>a) A supply contract has been entered into between the <i>Supplier</i> and the <i>Contestable</i> <u>Retail</u> <i>Customer</i> for which the <i>Switch request</i> is made; and There is an existing and valid wheeling service agreement with the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> and a <i>metering services</i> agreement with a registered Metering Services Provider, covering the <i>Contestable</i> <u>Retail</u> <i>Customer</i>.</p> <p>c) The <i>Contestable</i> <u>Retail</u> <i>Customer</i> has no financial obligations with its <i>Network Service Provider</i>, in case of initial switch, or its incumbent <i>Supplier</i>; <u>and</u></p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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			<u>d) Any other conditions as may be specified in issuances by the DOE and the ERC.</u>		
Conditions for Customer Switching	(new)	(new)	<u>3.2.1.5 Only the prospective Renewable Energy Supplier may submit a switch request to the Central Registration Body for GEOP End-User that wishes to participate in the Green Energy Option Program.</u>		Noted

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 <i>switch request</i> to the <i>Central Registration Body</i> not later than seven (7) working days prior to the proposed effective date. The <i>switch request</i> shall include an attestation duly signed by:</p> <p>a) the <i>Supplier</i> and the <i>Contestable Customer</i> of the existence of a retail supply contract 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 Customer</i>, as applicable, and the relevant <i>Distribution Utility</i> of the existence of a valid wheeling 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</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 include an attestation duly signed by a confirmation from authorized representatives of the following:</u></p> <p>a) the <i>Supplier</i> and the <i>Contestable</i> <i>Retail</i> <i>Customer</i> of the existence of a retail/<u>GEOP</u> 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</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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		<p>registered <i>Retail Metering Services Provider</i> of the existence of a 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 <i>relevant Distribution Utility</i> that the <i>Contestable Customer</i> has no outstanding balance.</p>	<p><i>Contestable Retail Customer</i>, as applicable, and the relevant <i>Distribution Utility</i> <u>or Network Service Provider</u> of the existence of a valid wheeling service agreement covering the <i>Contestable Customer</i>;</p> <p>c) the <i>Supplier</i> or the <i>Contestable Retail 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>; and</p> <p>the incumbent <i>Supplier</i> or, if not served by a <i>Supplier</i>, the relevant <i>Distribution Utility</i> that the <i>Contestable Retail Customer</i> has no outstanding balance.</p> <p><u>The Central Registration Body may require submission of appropriate documentation to ensure the authorized</u></p>		
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		<p>The <i>Supplier</i> or the <i>Contestable Customer</i> 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>The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the <i>Contestable Customer</i> as submitted by the <i>Distribution Utilities</i> under Clause 2.3.1.1, and it shall notify the <i>Supplier</i> and the <i>Contestable Customer</i>, as applicable, on the status and further requirements, if any, such as prudential requirement, for the</p>	<p><u>representatives have authority to represent their respective organizations.</u></p> <p>The <i>Supplier</i> or the <i>Contestable</i> <i>Retail</i> <i>Customer</i> registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the <i>Contestable</i> <i>Retail</i> <i>Customer</i>, as applicable.</p> <p>The <i>Central Registration Body</i> shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the <i>Contestable</i> <i>Retail</i> <i>Customer</i> as submitted by the <i>Distribution Utilities</i> under Clause 2.3.1.1, and shall notify the <i>Supplier</i> and the <i>Retail</i> <i>Contestable</i> <i>Customer</i>, as applicable, on the status and further requirements, if any, such as prudential requirement,</p>		
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		<p>approval of switch request within two (2) working days from the receipt of the switch request. All shortcomings by the <i>Supplier</i> and the <i>Contestable Customer</i> shall be rectified within two (2) working days from the receipt of the <i>Central Registration Body's</i> notice.</p>	<p>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 <i>Contestable</i> <i>Retail</i> <i>Customer</i> shall be rectified within two (2) working days from the receipt of the <i>Central Registration Body's</i> 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>		
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Procedures for Switching	3.2.2.3	<p>3.2.2.3 If the <i>Central Registration Body</i> verifies that all conditions are met and for which the switch request is made for a <i>Contestable Customer</i> not intending to register in the <i>WESM</i>:</p> <p>a) The new <i>Supplier</i> of the <i>Contestable Customer</i> shall update its prudential requirements if so required by the <i>Market Operator</i> within two (2) working days from the receipt of notice from the <i>Central Registration Body</i> to ensure that it continuously satisfies the prudential requirements as set out in the <i>WESM Rules</i>.</p> <p>b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the <i>Central Registration Body</i> shall approve the switch request and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of</p>	<p>3.2.2.3 If the <i>Central Registration Body</i> verifies that all conditions are met and for which the <i>switch request</i> is made for a <i>Contestable</i> <i>Retail</i> <i>Customer</i> not intending to register in the <i>WESM</i>:</p> <p>a) The new <i>Supplier</i> of the <i>Contestable</i> <i>Retail</i> <i>Customer</i> shall update its prudential requirements if so required by the <i>Market Operator</i> within two (2) working days from the receipt of notice from the <i>Central Registration Body</i> to ensure that it continuously satisfies the prudential requirements as set out in the <i>WESM Rules</i>.</p> <p>b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the <i>Central Registration Body</i> shall approve the switch request and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the switch request and the effective date of</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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		the confirmation of the switch request and the effective date of the switch within two (2) working days.	the switch within two (2) working days.		
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Procedures for Switching	3.2.2.4	<p>3.2.2.4 If the Central Registration Body verifies that the conditions set forth in Clauses 3.2.2.1, 3.2.2.2 and 3.2.2.3 are not met or if the Market Operator confirms that the prudential requirements are not fully satisfied:</p> <p>a) The <i>Central Registration Body</i> shall notify the Supplier which submitted the switch request, the incumbent <i>Supplier</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> that the <i>switch request</i> shall not take effect and the reasons therefore within the prescribed timeframe set forth in this Retail Rules.</p> <p>b) The Supplier which submitted the switch request may rectify the shortcomings in the previous switch request and submit the complete requirements to the Central Registration Body within the prescribed timeframe under Clause</p>	<p>3.2.2.4 If the <i>Central Registration Body</i> verifies that the conditions set forth in Clauses 3.2.2.1, 3.2.2.2 and 3.2.2.3 are not met or if the <i>Market Operator</i> confirms that the prudential requirements are not fully satisfied:</p> <p>a) <u>If the Retail Customer is a Contestable Customer.</u> The <i>Central Registration Body</i> shall notify the <i>Supplier</i> which submitted the <i>switch request</i>, the incumbent <i>Supplier</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> that the <i>switch request</i> shall not take effect and the reasons therefore within the prescribed timeframe set forth in this Retail Rules.</p> <p>b) <u>If the Retail Customer is a GEOP End- User.</u> the <i>Central Registration Body</i> shall notify the <i>Renewable Energy Supplier</i> which submitted the <i>switch request</i>, the incumbent <i>Supplier</i>, the <i>GEOP End-</i></p>	Noted but with proposed revision on renaming as mentioned above.
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		<p>3.2.2.1.</p> <p>c) xxx</p> <p>d) xxx</p> <p>xxx</p>	<p><u>User and the relevant Distribution Utility or Network Service Provider that the switch request shall not take effect and the reasons therefore within the prescribed timeframe set forth in this Retail Rules.</u></p> <p>(b) (c) xxx</p> <p>(e) (d) xxx</p> <p>(d) (e) xxx</p> <p>(e) (f) xxx</p>		
Procedures for Switching	3.2.2.5	<p>3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <i>Contestable Customer</i> has lacking customer information as required under Clause 2.3.1.1, the <i>Central Registration Body</i> shall notify the relevant <i>Distribution Utility</i> within two (2) working days to provide the necessary information. The <i>Distribution Utility</i> shall submit the necessary information within two (2) <i>working days</i> from the receipt of the notification.</p>	<p>3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <i>Contestable</i> <i>Retail</i> <i>Customer</i> has lacking customer information as required under Clause 2.3.1.1, the <i>Central Registration Body</i> shall notify the relevant <i>Distribution Utility</i> within two (2) <i>working days</i> to provide the necessary information. The <i>Distribution Utility</i> shall submit the necessary information within two (2) <i>working days</i> from the receipt of the notification.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>

Procedures for Switching	3.2.2.6	<p>3.2.2.6 A <i>Distribution Utility</i> as <i>Retail Metering Service Provider</i> that has received a notification from the <i>Central Registration Body</i> in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from the receipt of the notification. The <i>Central Registration Body</i> shall inform the new <i>Supplier</i> of the lacking customer information and the status of the submission of the <i>Distribution Utility</i>. Failure to submit may subject the <i>Distribution Utility</i> to appropriate sanctions. The <i>Supplier</i> shall submit updated switch effective date, if necessary, to the <i>Central Registration Body</i> if the original switch effective date will be affected by metering installation.</p>	<p>3.2.2.6 A <i>Distribution Utility</i> as <i>Retail Metering Service Provider</i> that has received a notification from the <i>Central Registration Body</i> in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from the receipt of the notification <u>if the Retail Customer is a Contestable Customer and within five (5) working days from the receipt of the notification if the Retail Customer is a GEOP End-User.</u> The <i>Central Registration Body</i> shall inform the new <i>Supplier</i> of the lacking customer information and the status of the submission of the <i>Distribution Utility</i>. Failure to submit may subject the <i>Distribution Utility</i> to appropriate sanctions. The <i>Supplier</i> shall submit updated switch effective date, if necessary, to the <i>Central Registration Body</i> if the original</p>	Noted but with proposed revision on renaming as mentioned above.
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			switch effective date will be affected by metering installation.		
Customer Relocation	3.2.3.1	3.2.3.1 A <i>Contestable Customer</i> that wishes to relocate to a new service address within the same franchise area or in the franchise area of another <i>Distribution Utility</i> or <i>Network Service Provider</i> and wishes to continue to be served by its present <i>Supplier</i> shall send a prior request for relocation of service to the <i>Supplier</i> and the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i>	3.2.3.1 A <i>Contestable</i> <i>Retail Customer</i> that wishes to relocate to a new service address within the same franchise area or in the franchise area of another <i>Distribution Utility</i> or <i>Network Service Provider</i> and wishes to continue to be served by its present <i>Supplier</i> shall send a prior request for relocation of service to the <i>Supplier</i> and the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i> .	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Customer Relocation	3.2.3.2	3.2.3.2 If the <i>Supplier</i> agrees to continue to provide service, the parties shall notify the <i>Central Registration Body</i> of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i> .	3.2.3.2 If the <i>Supplier</i> agrees to continue to provide service to the <u>Contestable Customer</u> , the parties shall notify the <i>Central Registration Body</i> of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i> .	If the Supplier agrees to continue to provide service to a <u>General</u> Contestable Customer...	Proposed renaming based on comments above.

Customer Relocation	3.2.3.3	<p>3.2.3.3 If the <i>Supplier</i> does not agree to continue to provide service:</p> <p>a) The <i>Contestable Customer</i> shall, prior to relocation, switch to a new <i>Supplier</i> in accordance with the requirements and procedures set in Clause 3.2.2.</p> <p>xxx</p>	<p>3.2.3.3 If the <i>Supplier</i> does not agree to continue to provide service <u>to a Contestable Customer:</u></p> <p>a) The <i>Contestable Customer</i> shall, prior to relocation, switch to a new <i>Supplier</i> in accordance with the requirements and procedures set in Clause 3.2.2.</p> <p>xxx</p>	<p>If the Supplier does not agree to continue to provide service to a <u>General</u> Contestable Customer...</p>	<p>Proposed renaming based on comments above.</p>
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Customer Relocation	(new)	(new)	<p><u>3.2.3.4A GEOP End-User who intends to transfer to a new service address within the Distribution Utility or Network Service Provider's franchise area and wishes to continue receiving service from its Renewable Energy Supplier shall send a request for relocation of service to its Renewable Energy Supplier, copy furnished the Central Registration Body, at least thirty (30) business days before the planned relocation date. The request for relocation of service shall contain the following:</u></p> <p><u>a) Address of the new location:</u> <u>and</u> <u>Intended date of transfer and the commencement of service at the new location.</u></p> <p><u>Prior to sending the request for relocation of service to its current Renewable Energy Supplier, the GEOP End-User should have performed due diligence in</u></p>		Noted
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			<u>ensuring that the intended relocation site is within the Distribution Utility or Network Service Provider's franchise area and distribution system.</u>		
Customer Relocation	(new)	(new)	<u>3.2.3.5 The Renewable Energy Supplier shall inform the GEOP End-User whether it shall continue or discontinue its service at the GEOP End-User's new location within one (1) working day from receipt of the Request for Relocation of Service. In case of discontinuance, the reason therefor shall be provided by the Renewable Energy Supplier. Likewise, within the same period provided herein, the Renewable Energy Supplier shall send a copy of the GEOP End-User's request for relocation of service, along with a notice to continue or discontinue the Renewable Energy Supplier's service to the Central Registration Body.</u>		Noted

Customer Relocation	(new)	(new)	<p><u>3.2.3.6 If the Renewable Energy Supplier shall continue its service. the Central Registration Body shall forward the request for relocation of service to the Distribution Utility within one (1) working day from receipt of the notice from the Renewable Energy Supplier.</u></p> <p><u>The Distribution Utility shall send notice of approval or disapproval of such request to the Renewable Energy Supplier through the Central Registration Body within two (2) working days from receipt of the Central Registration Body's notice. In case of approval, the Renewable Energy Supplier shall enter into negotiations with the Distribution Utility and that they shall have a perfected Distribution Wheeling Services Agreement within three (3) working days from receipt of the notice of the approval.</u></p>		
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			<u>The <i>Distribution Utility</i> shall then send a notice to the <i>Central Registration Body</i> that the <i>Distribution Wheeling Services Agreement</i> has been perfected and the effective date and time for the commencement of the service in the new location within two (2) working days from perfection of the <i>Distribution Wheeling Services Agreement</i>.</u>		
Customer Relocation	(new)	(new)	<u>3.2.3.7 The <i>Central Registration Body</i> shall forward the <i>Distribution Utility's</i> notice of perfection of the <i>Distribution Wheeling Services Agreement</i> to the <i>Renewable Energy Supplier</i> within one (1) working day from receipt of such notice and the <i>Renewable Energy Supplier</i> shall then forward the notice to its <i>GEOP End-User</i> within one (1) working day from receipt thereof.</u>		Noted
Customer Relocation	(new)	(new)	<u>3.2.3.8 The <i>Distribution Utility</i> and <i>GEOP End-User</i> shall have a new connection agreement at the new location. The relocation date shall take into consideration the <i>Distribution Utility's</i> completion of connection facilities at the new location.</u>		Noted

Customer Relocation	(new)	(new)	<p><u>3.2.3.9 A GEOP End-User who intends to transfer to a new service address in another franchise area and wishes to continue receiving service from its Renewable Energy Supplier shall be governed by the procedures for new applications as may be required by the relevant Distribution Utility.</u></p> <p><u>The Renewable Energy Supplier shall submit a new switch request in accordance with requirements and procedures set in Clause 3.2.2.</u></p>		Noted
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Customer Relocation	(new)	(new)	<p><u>3.2.3.10 If the <i>Supplier</i> does not agree to continue to provide service to a <i>GEOP End-User</i>. the <i>Retail Customer</i> shall have the following options:</u></p> <p>a) Switch to a new <i>Supplier</i> in <u>accordance with the requirements and procedures set in Clause 3.2.2;</u></p> <p><u>If the <i>Retail Customer</i> fails to comply with the conditions set out in the previous paragraph. the <i>Retail Customer</i> may transfer to a <i>Supplier of Last Resort</i> in accordance with requirements and procedures set in Clause 3.4 or revert to being a <i>Captive Customer</i> in accordance with the requirements and procedures set in Clause 3.5.</u></p>		Noted
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Customer Relocation	3.2.3.4	<p>3.2.3.4 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the <i>registered facility</i> of a <i>Contestable Customer</i> is transferred to different service address and the certification of contestability issued by the <i>ERC</i> remains valid; Provided, however that if a new certificate of contestability is issued by the <i>ERC</i> for the facility at its new location, this Clause 3.2.3 shall not apply.</p> <p>a) The <i>Contestable Customer</i> may apply for new registration in respect to said facility, which registration shall be governed by Chapter 2 of these <i>Retail Rules</i>; and</p> <p>The <i>Central Registration Body</i> shall cease the registration of the previously- registered facility in accordance with Chapter 2 of the <i>Retail Rules</i> and relevant <i>Market manuals</i>.</p>	<p>3.2.3.4 3.2.3.11 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the registered facility of a Contestable Retail Customer is transferred to <u>transfers to a</u> different service address and the certification of contestability issued by the ERC Network Service Provider confirms that the End- User's new system complies with the threshold demand requirements for retail competition or the Green Energy Option Program, as may be applicable. remains valid; Provided, however that if a new certificate of contestability is issued by the <i>ERC</i> for the facility at its new location, this Clause 3.2.3 shall not apply.</p> <p>a) The <i>Contestable Customer</i> may apply for new registration in respect to said facility, which registration shall be governed by Chapter 2 of these Retail Rules; and</p>	Noted
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			The <i>Central Registration Body</i> shall cease the registration of the previously- registered facility in accordance with Chapter 2 of the <i>Retail Rules</i> and relevant <i>Market manuals</i> .		
Prohibited Customer Transfer	3.2.4	A <i>Supplier</i> shall not be permitted to transfer a <i>Contestable Customer</i> to another <i>Supplier</i> without the authorization of the affected <i>Contestable Customer</i> and without complying with the <i>Customer switching</i> requirements and procedures set out in clause 3.2.2.	A Supplier shall not be permitted to transfer a Contestable <u>Retail</u> Customer to another Supplier without the authorization of the affected Contestable <u>Retail</u> Customer and without complying with the <i>Customer switching</i> requirements and procedures set out in clause 3.2.2.	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Termination of Supplier Service by the Supplier	3.2.5.1	3.2.5.1 If the <i>Supplier</i> does not intend to renew the supply contract of a <i>Contestable Customer</i> , it shall send a notice of non-renewal to the <i>Contestable Customer</i> and the <i>Central Registration Body</i> at least thirty days prior to the expiration of the term of the contract.	3.2.5.1 If the <u>Retail Electricity</u> <i>Supplier</i> does not intend to renew the supply contract of a Retail <u>Contestable</u> Customer, it shall send a notice of non-renewal to the <i>Retail</i> <u>Contestable</u> Customer and the <i>Central Registration Body</i> at least thirty (30) days prior to the expiration of the term of the contract.	Proposed renaming to “ General Contestable Customer”	Based on comments above

Termination of Supplier Service by the Supplier	3.2.5.2	3.2.5.2 If the <i>Supplier</i> intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the <i>Contestable Customer</i> in accordance with terms specified in their contract, and prior to the date of termination, to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> .	3.2.5.2 If the <u>Retail Electricity Supplier</u> intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the <i>Contestable Customer</i> in accordance with terms specified in their contract,. and p P rior to the date of termination, <u>the Supplier shall also send the notice</u> to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> .	Proposed renaming to “ General Contestable Customer”	Based on comments above
Termination of Supplier Service by the Supplier	(new)	(new)	<u>3.2.5.3 If the Renewable Energy Supplier does not intend to renew the GEOP Supply Contract upon its expiration, the Renewable Energy Supplier shall send a notice of non- renewal to the GEOP End-User and the Central Registration Body at least thirty (30) business days prior to the expiration of such contract. The Central Registration Body shall forward to the Network Service Provider the notice of non-renewal within one (1) working day from receipt thereof.</u>		Noted, appears to be aligned with the ERC Reso

Termination of Supplier Service by the Supplier	(new)	(new)	<p><u>3.2.5.4 If a GEOP End-User decides to terminate its GEOP Supply Contract with its Renewable Energy Supplier before the end of the term of the GEOP Supply Contract, the GEOP End-User shall inform the Renewable Energy Supplier and the latter shall process the termination of the GEOP Supply Contract in accordance with the termination clause of such contract.</u></p> <p><u>The Renewable Energy Supplier shall then submit a notice of termination to the Central Registration Body within one (1) working day from the effectivity of the pre-termination.</u></p>		Noted, appears to be aligned with the ERC Reso
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Termination of Supplier Service by the Supplier	(new)	(new)	<p><u>3.2.5. 5 In case of non-renewal or termination of the supply contract, the GEOP End-User may</u></p> <p><u>a) Switch to another Renewable Energy Supplier</u> in accordance with the requirements and procedures set out in Clause 3.2.2;</p> <p><u>b) Transfer to a Supplier of Last Resort in accordance with requirements and procedures set in Clause 3.4; or</u></p> <p><u>c) Revert to being a Captive End-User in accordance with Clause 3.5.</u></p> <p><u>If the Renewable Energy Supplier does not intend to renew the Green Energy Option Supply Contract upon its expiration, it shall send a Notice of Non-Renewal. The Network Service</u></p>		Noted, appears to be aligned with the ERC Reso
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			<u>Provider shall also be informed of such non-renewal.</u>		
Termination of Supplier Service by the Supplier	(new)	(new)	<u>3.2.5.6 The Central Registration Body shall forward the notice to the Network Service Provider within one (1) working day from receipt of the notice of termination. The Network Service Provider and Renewable Energy Supplier or GEOP End-User shall, as applicable, update or terminate the relevant wheeling services agreement covering such GEOP End-User within three (3) working days.</u>		Noted, appears to be aligned with the ERC Reso
Termination of Supplier Service by the Supplier	3.2.5.5	3.2.5.5 The termination of the contract shall be given effect by the <i>Central Registration Body</i> only if the conditions set forth in Clauses 3.2.5.3 or 3.2.5.4 of this Chapter 3 are met.	3.2.5.5 <u>3.2.5.6</u> The termination of the contract shall be given effect by the <i>Central Registration Body</i> only if the conditions set forth in Clauses 3.2.5.3 or to 3.2.5.4 <u>6</u> of this Chapter 3 are met.		Noted
Termination of Supplier Service by the Supplier	3.2.6	3.2.6 <i>The Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that sets out in more detail the relevant timelines, requirements and procedures for carrying out the <i>Contestable Customer</i> transactions described in this section 3.2.	3.2.6 <i>The Central Registration Body</i> shall prepare and publish a relevant <u>Market Manuals</u> that sets out in more detail the relevant timelines, requirements and procedures for carrying out the Contestable <u>Retail</u> <i>Customer</i> transactions described in this section 3.2.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

SETTLEMENT QUANTITIES	3.3.1	3.3.1 The settlement quantities of <i>Contestable Customers</i> and <i>Suppliers</i> in each <i>settlement interval</i> of the billing period shall be determined in accordance with this Chapter 3	3.3.1 The settlement quantities of <i>Contestable</i> <i>Retail</i> <i>Customers</i> and <i>Suppliers</i> in each <i>settlement interval</i> of the billing period shall be determined in accordance with this Chapter 3.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
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SETTLEMENT QUANTITIES	3.3.2	<p>3.3.2 Determining the Gross Energy Settlement Quantities of Contestable Customers and Suppliers</p> <p>3.3.2.1 The <i>metered quantity</i> of each Contestable Customer connected to a <i>grid off-take metering point</i> shall be determined as the net metered flows at their respective metering installations associated with such <i>grid off-take metering point</i>. The <i>gross energy settlement quantity</i> of each <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> shall be its <i>metered quantity</i>. The <i>gross energy settlement quantity</i> of each <i>Supplier</i> shall be determined for each <i>grid off-take metering point</i> with which it has a Contestable Customer that is not a <i>WESM Member</i>.</p> <p>The <i>Central Registration Body</i> shall determine the <i>metered quantity</i> of the <i>Contestable Customers</i> at a <i>grid off-take metering point</i> using the meter</p>	<p>3.3.2 Determining the Gross Energy Settlement Quantities of Contestable <u>Retail</u> Customers and Suppliers</p> <p>3.3.2.1 The metered quantity of each Contestable <u>Retail</u> Customer connected to a <i>grid off-take metering point</i> shall be determined as the net metered flows at their respective metering installations associated with such <i>grid off-take metering point</i>. The gross energy settlement quantity of each Contestable <u>Retail</u> Customer that is a <i>Direct WESM Member</i> shall be its metered quantity. The <i>gross energy settlement quantity</i> of each <i>Supplier</i> shall be determined for each <i>grid off-take metering point</i> with which it has a Contestable <u>Retail</u> Customer that is not a <i>WESM Member</i>.</p> <p>3.3.2.2 The <i>Central Registration Body</i> shall determine the metered quantity of the Contestable <u>Retail</u> Customers at a <i>grid</i></p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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		data provided by the relevant <i>Retail Metering Services Provider</i> to the <i>Central Registration Body</i> in accordance with relevant Market Manual.	<i>off-take metering point</i> using the meter data provided by the relevant <i>Retail Metering Services Provider</i> to the <i>Central Registration Body</i> in accordance with relevant Market Manual.		
SETTLEMENT QUANTITIES	3.3.2.3	The <i>gross energy settlement</i> quantity of each <i>Supplier</i> for each <i>grid off-take metering point</i> shall be determined as the sum of the <i>metered quantities</i> of all <i>Contestable Customers</i> that are not <i>WESM Members</i> associated with such <i>grid off-take metering point</i> .	The <i>gross energy settlement</i> quantity of each <i>Supplier</i> for each <i>grid off-take metering point</i> shall be determined as the sum of the metered quantities of all <i>Contestable</i> <i>Retail</i> <i>Customers</i> that are not <i>WESM Members</i> associated with such <i>grid off-take metering point</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Declaration of Bilateral Contract Quantities	3.3.3.2	Contracts entered into between <i>Suppliers</i> for the supply of electricity to a <i>Contestable Customer</i> shall not be accounted for in settlements but will be settled by the parties among themselves.	Contracts entered into between Suppliers for the supply of electricity to a <i>Contestable</i> <i>Retail</i> <i>Customer</i> shall not be accounted for in settlements but will be settled by the parties among themselves.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

Settlement of Contestable Customers with their Suppliers	3.3.5	Settlement of <i>Contestable Customers</i> with their <i>Suppliers</i> Billing and settlement of the transactions of the <i>Contestable Customers</i> with their respective <i>Suppliers</i> shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the <i>ERC</i> and other competent agencies.	Settlement of Contestable <u>Retail</u> <i>Customers</i> with their <i>Suppliers</i> Billing and settlement of the transactions of the Contestable <u>Retail</u> <i>Customers</i> with their respective <i>Suppliers</i> shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the <i>ERC</i> and other competent agencies.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Prudential Requirements	3.3.6.2	The amount of security that will be required of a Supplier shall be determined based on the aggregate trading limits and maximum exposure determined in accordance with Chapter 3 of the WESM Rules of all the Contestable Customers for which such Supplier is transacting.	The amount of security that will be required of a Supplier shall be determined based on the aggregate trading limits and maximum exposure determined in accordance with Chapter 3 of the WESM Rules of all the Contestable <u>Retail</u> <i>Customers</i> for which such Supplier is transacting.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Settlement Information	3.3.7.2	Access to settlement information pertaining to Contestable Customers not registered in the WESM shall be provided to their respective Supplier counterparties, provided, however that those Contestable Customers may be provided access to their own settlement information upon request from the Central Registration Body.	Access to settlement information pertaining to Contestable <u>Retail</u> <i>Customers</i> not registered in the WESM shall be provided to their respective Supplier counterparties, provided, however that those Contestable <u>Retail</u> <i>Customers</i> may be provided access to their own settlement information upon request from the Central Registration Body.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

FAILURE OF A SUPPLIER	3.4.1	<p>3.4.1 A Contestable Customer shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</p> <p>3.4.1.1 The Supplier has ceased to operate;</p> <p>3.4.1.2 The Supplier's license or authorization has been revoked by the ERC;</p> <p>3.4.1.3 The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership; or</p> <p>3.4.1.4 The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated.</p>	<p>3.4.1 A Contestable Retail Customer shall be transferred to the Supplier of Last Resort upon occurrence of any one of the following last resort events:</p> <p>3.4.1.1 The Supplier has ceased to operate;</p> <p>3.4.1.2 The Supplier's license or authorization has been revoked by the ERC;</p> <p><u>3.4.1.3 The Supplier's operating permit, in the case of a Renewable Energy Supplier, has been revoked by the DOE:</u></p> <p>3.4.1.3 <u>3.4.1.4</u> The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership; or</p> <p><u>3.4.1.5 Failure to renew the supply contract between a GEOP End-User and a Renewable Energy Supplier:</u></p> <p>3.4.1.4 <u>3.4.1.6</u> The agreements for transmission, wheeling or distribution services with the relevant</p>	<p>Retain "Contestable Customer" and create a term "General Contestable Customer" to refer to customers that have met the contestability threshold, or change Retail Customers to "Retail Market Customers".</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p> <p>Noted, appears to be aligned with the ERC Reso</p>
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			<p>Network Service Provider or Distribution Utility have been terminated.; or</p> <p><u>3.4.1.7 Any other event which the ERC may deem as a last resort supply event.</u></p>		
FAILURE OF A SUPPLIER	3.4.2	<p>3.4.2 When the Central Registration Body determines the occurrence of a last resort event, it shall notify the affected Contestable Customers, the Supplier of Last Resort, and the defaulting Supplier if practicable, of the occurrence and the effective date of the transfer of the Contestable Customers to the Supplier of Last Resort.</p>	<p>3.4.2 When the Central Registration Body determines <u>or receives notice of</u> the occurrence of a last resort event, the shall notify the affected Contestable <u>Retail</u> Customers, the Supplier of Last Resort, and the defaulting Supplier if practicable, of the occurrence and the effective date of the transfer of the Contestable <u>Retail</u> Customers to the Supplier of Last Resort.</p>		<p>Appears to be aligned with the ERC Reso but with proposed renaming based on comment above.</p>

FAILURE OF A SUPPLIER	3.4.3	<p>The following procedures shall be observed upon the occurrence of a last resort event:</p> <p>3.4.3.1 Within twenty-four hours from being notified of the occurrence of the last resort event, the Contestable Customer shall notify the Central Registration Body and the Supplier of Last Resort if it chooses to be served by the latter.</p> <p>3.4.3.2 Within twenty-four hours upon receiving notice from the Contestable Customer, the Supplier of Last Resort shall inform the Contestable Customer of the terms of its supply contract and the applicable rates. The parties shall then notify the Central Registration Body that the Contestable Customer has agreed to be served by the Supplier of Last Resort no later than forty-eight (48) hours after being notified of the occurrence of the last</p>	<p>The following procedures shall be observed upon the occurrence of a last resort event:</p> <p>3.4.3.1 Within twenty-four hours <u>two (2) working days</u> from being notified of the occurrence of the last resort event, the Contestable <u>Retail</u> Customer shall notify the Central Registration Body and the Supplier of Last Resort if it chooses to be served by the latter.</p> <p>3.4.3.2 Within twenty-four hours <u>two (2) working days</u> upon receiving notice from the Contestable <u>Retail</u> Customer, the Supplier of Last Resort shall inform the Contestable Customer of the terms of its supply contract and the applicable rates. The parties shall then notify the Central Registration Body that the Contestable <u>Retail</u> Customer has agreed to be served by the Supplier of Last Resort no later than forty-eight (48) hours <u>two (2)</u></p>		<p>3.4.3.1 Not exactly aligned with the ERC Reso (Within 1 business day from receipt of notice from the CRB, which can be the same day it receives notice from the Customer)</p> <p>3.4.3.3 Noted although number of days is not stated in the ERC Reso</p> <p>3.4.3.2 Within 2 business days based on the ERC Reso</p> <p>3.4.3.4 Noted</p>
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		resort event and submit an attestation of the agreement duly signed by the Contestable Customer and the Supplier of Last Resort.	<p><u>working days</u> after being notified of the occurrence of the last resort event and submit an attestation of the agreement duly signed by the Contestable Customer and the Supplier of Last Resort <u>a switch request in accordance with applicable requirements and procedures under Sections 3.2.1 and 3.2.2 of this Retail Rules.</u></p> <p><u>3.4.3.4 Upon evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Clauses 3.2.2 of this Retail Rules.</u></p>		
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FAILURE OF A SUPPLIER	3.4.6	3.4.6 The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon receipt of notice of disconnection served by the Central Registration Body in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of Contestable Customers.	3.4.6 The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon receipt of notice of disconnection served by the Central Registration Body in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of Contestable <i>Retail</i> Customers.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
FAILURE OF A SUPPLIER	3.4	FAILURE OF A SUPPLIER	FAILURE OF A SUPPLIER <u>PROCEDURE UPON OCCURRENCE OF LAST RESORT SUPPLY EVENTS</u>	PROCEDURE UPON OCCURRENCE OF LAST RESORT SUPPLY EVENTS	Noted
FAILURE OF A SUPPLIER	(new)	(new)	<u>3.4.8 GEOP End-Users which opt not to avail or fail to transfer to a Supplier of Last Resort within the timelines prescribed in Clause 3.4.3 shall revert to being a Captive End-user, subject to conditions and procedures under Section 3.5.</u>		Noted

REVERSION TO THE CAPTIVE MARKET	(new)	(new)	<p><u>3.5 REVERSION TO CAPTIVE MARKET</u></p> <p><u>3.5.1 A GEOP End-User may revert to being a Captive End-User subject to fulfillment of all of the following conditions:</u></p> <p><u>3.5.1.1 Its average monthly peak demand has decreased below 75% of 100 kW for the immediately preceding 6 consecutive months and the same is not attributable to seasonal demand as confirmed by the Central Registration Body and the Metering Services Providers, rendering it ineligible to participate in the Green Energy Option Program:</u></p> <p><u>3.5.1.2 Any of the last</u></p>		Appears to be aligned with the ERC Reso.
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			<p><u>resort supply events under Clause 3.4.1 has occurred:</u></p> <p><u>3.5.1.3 Its contract with a Supplier of Last Resort has exceeded the maximum period.</u></p> <p><u>3.5.2A GEOP End-User may only exercise its option to revert to being a Captive Customer once every twelve (12) months.</u></p> <p><u>Upon verification that the conditions under Clauses 3.5.1, 3.5.2 and 3.5.3 were fulfilled, the Central Registration Body shall process the deregistration of the GEOP End-User in accordance with procedures under Clause 2.6 of these Retail Rules.</u></p>		
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SCOPE AND APPLICATION OF CHAPTER 4	4.1	4.1.1.2 Requirements in relation to the installation, use and security of meters of Contestable Customers; Manner in which metering data of Contestable Customers is to be used and managed;	4.1.1.2 Requirements in relation to the installation, use and security of meters of Contestable <u>Retail</u> Customers; Manner in which metering data of Contestable <u>Retail</u> Customers is to be used and managed;	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
SCOPE AND APPLICATION OF CHAPTER 4	4.1.2	4.1.2 This Chapter shall apply only to the provision of metering services and metering installations by Retail Metering Services Providers to Contestable Customers that are connected to a distribution system operated by a Distribution Utility and have opted to switch to a Supplier or procure electricity from the WESM.	4.1.2 This Chapter shall apply only to the provision of metering services and metering installations by Retail Metering Services Providers to Contestable <u>Retail</u> Customers that are connected to a distribution system operated by a Distribution Utility and have opted to switch to a Supplier or procure electricity from the WESM.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
SCOPE AND APPLICATION – CHAPTER 4	4.1.3	4.1.3 Provision of metering services and metering installations to Contestable Customers which are directly connected end users shall be in accordance with Chapter 4 of the WESM Rules.	4.1.3 Provision of metering services and metering installations to Contestable <u>Retail</u> Customers which are directly connected end users shall be in accordance with Chapter 4 of the WESM Rules.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

METERING SERVICE PROVIDERS	4.2.1	4.2.1 Other than the Distribution Utility that acts as the default Retail Metering Services Provider for the Contestable Customers within its franchise area, all Retail Metering Services Providers shall register with the Central Registration Body in accordance with Chapter 2 of these Rules before being allowed to provide metering services for retail competition.	4.2.1 Other than the Distribution Utility that acts as the default Retail Metering Services Provider for the Contestable Contestable <i>Retail</i> Customers within its franchise area, all Retail Metering Services Providers shall register with the Central Registration Body in accordance with Chapter 2 of these Rules before being allowed to provide metering services for retail competition.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Use of meters	4.3.4.1	4.3.4.1 The registered metering installation shall be used by the Central Registration Body as the primary source of metering data for the accounting and settlement, as applicable, of the transactions of Contestable Customers and Suppliers registered in the WESM.	4.3.4.1 The registered metering installation shall be used by the Central Registration Body as the primary source of metering data for the accounting and settlement, as applicable, of the transactions of Contestable <i>Retail</i> Customers and Suppliers registered in the WESM.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
Performance of Metering Installations	4.3.7.3	4.3.7.3 A Contestable Customer who becomes aware of a metering installation malfunction or other defect shall advise the Retail Metering Services Provider and the Central Registration Body immediately after it was detected.	4.3.7.3 A Contestable <i>Retail</i> Customer who becomes aware of a metering installation malfunction or other defect shall advise the Retail Metering Services Provider and the Central Registration Body immediately after it was detected.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

Installation Databases	4.5.1.2	<p>4.5.1.2 The Retail Metering Services Provider shall ensure that each affected Supplier, Distribution Utility, and Contestable Customer as well as the Central Registration Body is given access to the information in its installation database at all reasonable times and:</p> <p>a) In the case of data sixteen months old or less, within seven working days of receiving written notice from the person or entity seeking access; and</p> <p>In the case of data more than sixteen months old, within thirty working days of receiving written notice from the person or entity seeking access.</p>	<p>4.5.1.2 The Retail Metering Services Provider shall ensure that each affected Supplier, Distribution Utility, and Contestable Retail Customer as well as the Central Registration Body is given access to the information in its installation database at all reasonable times and:</p> <p>a) In the case of data sixteen months old or less, within seven working days of receiving written notice from the person or entity seeking access; and</p> <p>In the case of data more than sixteen months old, within thirty working days of receiving written notice from the person or entity seeking access.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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Rights of Access to Metering Data	4.5.3	<p>The only entities entitled to have either direct or remote access to metering data on a read only basis from the metering database or the metering register in relation to a metering point are:</p> <p>xxx</p> <p>4.5.3.5 Any Contestable Customer with respect to the metering data in relation to the metering point registered to it;</p> <p>Any Distribution Utility with respect to Contestable Customers whose facilities are located in its franchise area and for whom said Distribution Utility is not the Retail Metering Services Provider;</p> <p>xxx</p>	<p>The only entities entitled to have either direct or remote access to metering data on a read only basis from the metering database or the metering register in relation to a metering point are:</p> <p>xxx</p> <p>4.5.3.5 Any Contestable <u>Retail</u> Customer with respect to the metering data in relation to the metering point registered to it;</p> <p>Any Distribution Utility with respect to Contestable <u>Retail</u> Customers whose facilities are located in its franchise area and for whom said Distribution Utility is not the Retail Metering Services Provider;</p> <p>xxx</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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4.5.4 Confidentiality	4.5.4	Metering data identifiable to a Trading Participant or Contestable Customer shall be treated by the Central Registration Body and the Market Operator as confidential and shall be subject to the provisions of Chapter 5 of the WESM Rules.	Metering data identifiable to a Trading Participant or Contestable <i>Retail</i> Customer shall be treated by the Central Registration Body and the Market Operator as confidential and shall be subject to the provisions of Chapter 5 of the WESM Rules.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market
4.5.5 Payment for Access to Metering Data	4.5.5	Except for costs incurred in the transmission and access of data to the Central Registration Body, to the Market Operator, to Suppliers, to Distribution Utilities and to Contestable Customers for purposes of settlements, all reasonable costs that will be incurred by the Retail Metering Services Provider in providing access to metering data at a metering installation or by the Central Registration Body in providing access to information in the metering database shall be paid by the person or entity whom the metering data or information was provided.	Except for costs incurred in the transmission and access of data to the Central Registration Body, to the Market Operator, to Suppliers, to Distribution Utilities and to Contestable <i>Retail</i> Customers for purposes of settlements, all reasonable costs that will be incurred by the Retail Metering Services Provider in providing access to metering data at a metering installation or by the Central Registration Body in providing access to information in the metering database shall be paid by the person or entity whom the metering data or information was provided.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market

DATA VALIDATION AND SUBSTITUTION	4.6	<p>In case of metering data error, the Retail Metering Services Provider shall perform validation, estimation and editing in order to derive corrected metering data. The Retail Metering Services Provider shall substitute metering data in accordance with the relevant Market Manual.</p> <p>xxx</p> <p>4.6.2.2 Present the corrected or substituted meter data to the Central Registration Body and the affected Contestable Customer, Supplier and Distribution Utility.</p> <p>In case of dispute with respect to the validation and substitution implemented by the Retail Metering Services Provider under clauses 4.6.2.1 and 4.6.2.2 of these Retail Rules shall issue a certification on the corrected or substituted meter data which shall be submitted to the Central Registration Body, the affected Contestable</p>	<p>In case of metering data error, the Retail Metering Services Provider shall perform validation, estimation and editing in order to derive corrected metering data. The Retail Metering Services Provider shall substitute metering data in accordance with the relevant Market Manual.</p> <p>xxx</p> <p>4.6.2.2 Present the corrected or substituted meter data to the Central Registration Body and the affected Contestable <i>Retail</i> Customer, Supplier and Distribution Utility.</p> <p>4.6.2.3 In case of dispute with respect to the validation and substitution implemented by the Retail Metering Services Provider under clauses 4.6.2.1 and 4.6.2.2 of these Retail Rules shall issue a certification on the corrected or substituted meter data which shall be submitted to the Central Registration</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>
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		<p>Customer, Supplier and Distribution Utility.</p> <p>4.6.2.4 Perform the obligations set out in this clause 4.6.2 notwithstanding any dispute raised by the affected Contestable Customer, Supplier or Distribution Utility.</p>	<p>Body, the affected Contestable <u>Retail</u> Customer, Supplier and Distribution Utility.</p> <p>Perform the obligations set out in this clause 4.6.2 notwithstanding any dispute raised by the affected Contestable <u>Retail</u> Customer, Supplier or Distribution Utility.</p>		
DATA VALIDATION AND SUBSTITUTION	4.6.3	<p>4.6.3 In case of dispute with respect to the validation and substitution implemented by the Retail Metering Services Provider under Clause 4.6.2 of these Retail Rules, the Retail Metering Services Provider shall issue a certification on the corrected or substituted meter data which shall be submitted to the Central Registration Body, the affected Contestable Customer, Supplier and Distribution Utility. The Retail Metering Services Provider shall perform the obligations set out in this Clause 4.6.3 notwithstanding any dispute raised by the affected Contestable Customer, Supplier or Distribution Utility.</p>	<p>4.6.3 In case of dispute with respect to the validation and substitution implemented by the Retail Metering Services Provider under Clause 4.6.2 of these Retail Rules, the Retail Metering Services Provider shall issue a certification on the corrected or substituted meter data which shall be submitted to the Central Registration Body, the affected Contestable <u>Retail</u> Customer, Supplier and Distribution Utility. The Retail Metering Services Provider shall perform the obligations set out in this Clause 4.6.3 notwithstanding any dispute raised by the affected Contestable <u>Retail</u> Customer, Supplier or Distribution Utility.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market</p>

GLOSSARY	CHAPTER 5	Customer switching- Commercial transfer of a Contestable Customer to another, other than a transfer to a Supplier of Last Resort	Customer switching - Commercial transfer of a Contestable <u>Retail</u> Customer to another Supplier other than a transfer to a Supplier of Last Resort	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
GLOSSARY	CHAPTER 5	(new)	<u>Green Energy Option Program (GEOP)</u> <u>– The mechanism to empower end- users to choose renewable energy in meeting their energy requirements pursuant to Republic Act No. 9513.</u>		Noted
GLOSSARY	CHAPTER 5	(new)	<u>GEOP Supply Contracts – The agreement between a GEOP End-User and a duly authorized RE Supplier for the supply of electricity generated from Renewable Energy.</u>		Appears to be aligned with the ERC Reso.
GLOSSARY	CHAPTER 5	Grid off-take metering point - Metering point at a grid at which the settlement quantity of a Contestable Customer connected to a distribution system will be determined	Grid off-take metering point - Metering point at a grid at which the settlement quantity of a Contestable <u>Retail</u> Customer connected to a distribution system will be determined	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

GLOSSARY	CHAPTER 5	Last resort supply event - Any of the events stated in these Retail Rules that will give reason for a Contestable Customer to be served by the Supplier of Last Resort.	Last resort supply event - Any of the events stated in these Retail Rules that will give reason for a Contestable <i>Retail</i> Customer to be served by the Supplier of Last Resort.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
GLOSSARY	CHAPTER 5	(new)	<u>Renewable Energy Supplier - refers to any person or entity authorized by the ERC and the DOE to provide or supply electric power from renewable energy resources to the end-users and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.3 of these Retail Rules.</u>		Noted

GLOSSARY	CHAPTER 5	(new)	<u>Retail Customer – An electricity end- user that is qualified to contract electricity supply from Suppliers in accordance with qualifications issued by the ERC either in the capacity of a Contestable Customer or a GEOP End- User as prescribed in Republic Act No. 9513. For clarity, the term “Retail Customer” shall collectively pertain to “Contestable Customer” and “GEOP End-User” unless the context requires that the term specifically refer to either a “Contestable Customer” or “GEOP End-User”.</u>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market. For clarification: Are Aggregated Groups included here as well?
GLOSSARY	CHAPTER 5	Retail Rules - The rules promulgated by the DOE governing the management of the transactions of Suppliers and Contestable Customers and the operations of the Central Registration Body.	Retail Rules - The rules promulgated by the DOE governing the management of the transactions of Suppliers and Contestable <i>Retail Customers</i> and the operations of the Central Registration Body.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
GLOSSARY	CHAPTER 5	Retail supply contracts - Contract between a Supplier and a Contestable Customer for the supply of electricity	Retail supply contracts - Contract between a Supplier and a Contestable <i>Retail Customer</i> for the supply of electricity	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

GLOSSARY	CHAPTER 5	Supplier – refers to any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the end-users and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 of these Retail Rules.	Supplier – refers to any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the end-users, <u>in the capacity of a Retail Electricity Supplier and/or Renewable Energy Supplier</u> , and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 <u>and Clause 2.4.2.3</u> of these Retail Rules.	Retail Electricity Supplier. Any person or entity licensed by the ERC to sell, broker, market or aggregate electricity to End-users, either in the capacity of a general Retail Electricity Supplier, Retail Aggregator, and/or Renewable Energy Supplier , and registered with the Market Operator as a Customer under clause 2.3.2	A Retail Aggregator and a Renewable Energy Supplier are both Retail Electricity Suppliers. Perhaps “Supplier” can be revised to “Retail Electricity Supplier” based on ERC Resolution No. 1, Series of 2011
GLOSSARY	CHAPTER 5	Supplier of Last Resort - An entity designated to serve Contestable Customers following a Last resort supply event in accordance with these Retail Rules.	Supplier of Last Resort - An entity designated <u>by the ERC</u> to serve Contestable Retail Customers following a Last resort supply event in accordance with these Retail Rules.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
GLOSSARY	CHAPTER 5	Switch request - A notice sent by a Supplier to the Central Registration Body that it will be serving a Contestable Customer.	Switch request - A notice sent by a Supplier to the Central Registration Body that it will be serving a Contestable Retail Customer .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

E. Retail Manual on Registration Criteria and Procedures					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
PURPOSE & SCOPE OF APPLICATION	Section I	Pursuant to Clause 2.5 of the <i>Retail Rules</i> , the	Pursuant to Clause 2.5 of the <i>Retail Rules</i> , the		Noted

		<p><i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that shall provide the requirements and procedures for the registration of <i>Contestable Customers</i>, as applicable, <i>Suppliers</i> and <i>Retail Metering Service Providers</i> in the <i>WESM</i>. The criteria, guidelines and procedures for registration of <i>metering installations</i> are covered by the <i>Retail Metering Manual</i>. The suspension and de-registration procedures shall be governed by the <i>WESM Market Manual</i> on Registration, Suspension and De- Registration Criteria and Procedures. This Manual implements relevant provisions of Chapter 2 of the Rules for Competitive Retail Electricity Market ("Retail Rules").</p>	<p><i>Central Registration Body</i> shall prepare and publish a <i>Market Manual</i> that shall provide the requirements and procedures for the registration of <i>Contestable Customers</i>, as applicable, <i>Suppliers</i> and <i>Retail Metering Service Providers</i> in the <i>WESM</i>. <u>Requirements and procedures for the registration of <i>Suppliers</i> that are <i>Renewable Energy Suppliers</i> and <i>Retail Customers</i> under the <i>Green Energy Option Program</i> are covered by the <i>Retail Manual</i> on <i>Green Energy Options Procedures</i>.</u> The criteria, guidelines and procedures for registration of <i>metering installations</i> are covered by the <i>Retail Metering Manual</i>. The suspension and de-registration procedures shall be governed by the <i>WESM</i></p>		
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			<p><i>Market Manual</i> on Registration, Suspension and De-Registration Criteria and Procedures. This Manual implements relevant provisions of Chapter 2 of the Rules for Competitive Retail Electricity Market ("Retail Rules").</p>		
SUSPENSION, DISCONNECTION AND DEREGISTRATION	Section III	SUSPENSION, DISCONNECTION AND DE-REGISTRATION	<p>SUSPENSION, DISCONNECTION <u>DEREGISTRATION AND CESSATION</u></p>		Noted
SUSPENSION, DISCONNECTION AND DEREGISTRATION	Section III	<p>The suspension, de-registration and cessation of the membership of the <i>Suppliers</i> and <i>Contestable Customers</i> in the <i>WESM</i> shall be governed by the <i>WESM Rules, Retail Rules and relevant Market Manuals</i>.</p>	<p><u>1.FOR PARTICIPANTS REGISTERED IN THE WESM</u></p> <p>The suspension, de-registration and cessation of the membership of the <i>Suppliers, <u>Retail Metering Services Providers</u></i> and <i>Contestable Customers</i> in the <i>WESM</i> shall be governed by the <i>WESM Rules, Retail Rules and relevant Market Manuals, <u>provided that the Contestable</u></i></p>		<ol style="list-style-type: none"> 1. If the cessation results in the disconnection of the DCCs (that are Contestable Customers), it is deemed necessary that the System Operator be made aware of this information. 2. Noted

			<p><u><i>Customer and/or its relevant Supplier is not required to provide notice of cessation of WESM membership of a Contestable Customer to the System Operator.</i></u></p> <p><u>Upon suspension, deregistration, or cessation of membership from the WESM, the Supplier, Retail Metering Services Provider or Contestable Customer shall also be deemed suspended, deregistered or ceased with the Central Registration Body.</u></p> <p><u>2.FOR PARTICIPANTS REGISTERED WITH THE CENTRAL REGISTRATION BODY</u></p>		
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			<p><u>ONLY</u> <u>The cessation of registration of Contestable Customers that are not registered in the WESM but registered with the Central Registration Body shall be governed by the following:</u></p> <p><u>2.1 The incumbent Supplier or Supplier of Last Resort shall initiate the termination of registration of a Contestable Customer when it receives notice from the relevant Network Service Provider that the Contestable Customer has met any of the following conditions:</u></p> <p><u>i. Termination from its network; or</u> <u>ii. Reversion to being a Captive End-User.</u></p>		
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			<p><u>2.2The incumbent Supplier or Supplier of Last Resort shall provide a notice to the Central Registration Body in writing which shall, among other things, specify the date on which the Contestable Customer shall cease to be registered, which date shall not be less than thirty (30) business days after the date on which the Supplier sends the notice.</u></p> <p><u>2.3. If the reason for cessation of registration is the termination of the Contestable Customer, the notice to be submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the</u></p>		
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			<p><u>proof of termination of Contestable Customer, as well as a notice of cessation to the Network Service Provider and copy of its proof of receipt of the notice.</u></p> <p><u>2.4. If the reason for cessation of registration is the reversion of the Contestable Customer to being a Captive End-User, the notice to be submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the approval by the Energy Regulatory Commission that the Contestable Customer has met the conditions for reversion and confirmation from the incumbent Supplier or Supplier of Last Resort that the Contestable</u></p>		
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			<p><u><i>Customer has fulfilled all contractual obligations.</i></u></p> <p><u><i>2.5The cessation shall be effective on the date stated in the notice submitted by the incumbent Supplier or Supplier of Last Resort or on such other date as may be notified by the Central Registration Body which shall not be less than thirty (30) business days from the date the notice was sent by the incumbent Supplier or Supplier of Last Resort. subject to completeness of requirements.</i></u></p> <p><u><i>Upon submission of the notice of cessation by the incumbent Supplier or Supplier of Last Resort and on the effective date, the</i></u></p>		
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			<p><u>Contestable Customer shall cease to be registered as a Contestable Customer with the Central Registration Body and shall cease all activities relevant to a Contestable Customer.</u></p> <p><u>2.7 Notwithstanding cessation of registration, all outstanding obligations and liabilities to the Central Registration Body, including financial liabilities and obligations which may arise under the Retail Rules, of the Contestable Customer shall remain valid and subsisting until fully settled.</u></p> <p><u>2.8 A Contestable Customer may be registered again with the Central Registration Body upon approval of switch request submitted by a</u></p>		
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			<u>new Supplier, subject to eligibility requirements.</u>		
REGISTRATION OF CONTESTABLE CUSTOMERS - Pre-registration Procedures	3.2.1.	<p>3.2.1. <i>Distribution Utilities</i> shall notify the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from its validation that a customer has met the required demand threshold of contestability.</p> <p>The <i>Distribution Utilities</i> shall submit to the <i>Central Registration Body</i> the following customer information:</p> <ul style="list-style-type: none"> a) Customer name; b) Billing and service addresses; c) Customer's account number; d) Customer contact information (telephone numbers and e-mail addresses); e) Meter number; f) Meter specifications (interval metering, 	<p>3.2.1. <i>Distribution Utilities</i> shall notify the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from its validation that a customer has met the required demand threshold of contestability. The <i>Distribution Utilities</i> <u>Network Service Providers</u> shall submit to the <i>Central Registration Body</i> the following customer information <u>of newly qualified customers that have met the threshold of contestability every fifteenth (15th) day of the month:</u></p> <ul style="list-style-type: none"> a) Customer name; b) Billing and service addresses; c) Customer's account number; d) Customer contact information (telephone 	...of newly qualified customers that have <u>signified interest to participate under retail competition</u> met the threshold of contestability every 15 th day of the month...	For consistency with the ERC Reso and to specify that submission will only be performed when there's a customer that signified interest to join RCOA.

		<p>channels);</p> <p>g) SEIN of the grid metering point of the Distribution Utility where the supply of the end user passes through.</p> <p>The <i>Distribution Utilities</i> shall use the form published by the <i>Central Registration Body</i> in the market information website in providing the customer information</p> <p>h) of the end users identified in this Section.</p>	<p>numbers and e-mail addresses);</p> <p>e) Meter number;</p> <p>f) Meter specifications (interval metering, channels); and</p> <p>g) SEIN of the grid metering point of the Distribution Utility where the supply of the end user passes through.; <u>and</u></p> <p><u>h) Confirmation that the end-user has signified interest to participate under retail competition.</u></p> <p><u>3.2.2</u> The <i>Distribution Utilities</i> shall use the form published by the <i>Central Registration Body</i> in the market information website in providing the customer information of the end users identified in this Section.</p>		
REGISTRATION OF CONTESTABLE CUSTOMERS - Pre-registration Procedures	3.2.2.	3.2.2. The <i>Central Registration Body</i> , within five (5) <i>working days</i> from receipt of such notice, shall secure confirmation from the <i>ERC</i> if such customer has been certified as	3.2.2. The <i>Central Registration Body</i> , within five (5) <i>working days</i> from receipt of such notice, shall secure confirmation from the <i>ERC</i> if such customer		Noted

		contestable and, if so certified, shall maintain record of the customer in the database registry for <i>Contestable Customers</i> .	has been certified as contestable and, if so certified, shall maintain record of the customer in the database registry for <i>Contestable Customers</i> .		
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F. Retail Manual on Market Transaction Procedures					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
SCOPE OF APPLICATION	Section I.2	This Manual covers the criteria, guidelines, and procedures for the <i>Customer Switching</i> requests from Suppliers, Contestable Customer Relocation provided in Section 3.2.3 of the <i>Retail Rules</i> , termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the <i>WESM</i> .	This Manual covers the criteria, guidelines, and procedures for the <i>Customer Switching</i> requests from Suppliers, Contestable Customer Relocation provided in Section 3.2.3 of the <i>Retail Rules</i> , termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the <i>WESM</i> . <u>The criteria, guidelines and procedures for market transactions involving Suppliers that are Renewable Energy Suppliers and Retail Customers under the Green Energy Option Program are covered by the Retail Manual on Green Energy Option Program Procedures.</u>		Noted
CUSTOMER SWITCHING - OVERVIEW	Section II.2	Customer Switching shall apply to all transfers in <i>Retail Supply Contracts</i> of <i>Contestable Customers</i> from one	<i>Customer Switching</i> shall apply to all transfers in <i>Retail Supply Contracts</i> of <i>Contestable Customers</i> from one Supplier to another. These commercial transfers do not involve transfer to a	Proposing to revise to “ General Contestable Customer” based on previous comments	Proposing to revise to “General Contestable Customer” based on previous comments

		Supplier to another. These commercial transfers do not involve transfer to a <i>Supplier of Last Resort</i> (SOLR) in case of a <i>Last Resort Supply Event</i>	Supplier of Last Resort (SOLR) in case of a Last Resort Supply Event.		
OVERVIEW	Section II.2	(new)	<p><u>2.4 If a <i>Contestable Customer</i> wishes to switch to a <i>Renewable Energy Supplier</i>, the new <i>Renewable Energy Supplier</i> shall submit a switch request in accordance with the procedures under the <i>Retail Manual on Green Energy Option Program Procedures</i>, provided that the end-user is also qualified under applicable laws and issuances to be a <i>GEOP End-User</i>.</u></p> <p><u>The <i>Central Registration Body</i> shall update the registration category of the <i>Contestable Customer</i> at the switch effective date to the <i>Renewable Energy Supplier to a GEOP End- User</i>.</u></p>		Noted
CUSTOMER RELOCATION – OVERVIEW	Section III.2.1	A <i>Contestable Customer</i> that wishes to relocate to a new service address within the same franchise area and wishes to continue to	A <i>Contestable Customer</i> that wishes to relocate to a new service address within the same franchise area and wishes to continue to be served by its present <i>Supplier</i> shall send a prior request for relocation of service to the	...to relocate to a new service address within the same franchise area and wishes...	Clerical revision, appears to be aligned with the ERC Reso.

		be served by its present <i>Supplier</i> shall send a prior request for relocation of service to the <i>Supplier</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i>	<i>Supplier</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i>		
CUSTOMER SWITCHING - Submission and Processing of Switch Request	Section II.3.1.1	<p>3.1.1. Once all requirements are met, an accomplished switch request form shall be submitted by the new <i>Supplier</i> to the <i>Central Registration Body</i> not later than seven (7) <i>working days</i> before the proposed switch effective date. The switch request form shall include an attestation duly signed by:</p> <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</p>	<p>3.1.1. Once all requirements are met, an accomplished switch request form shall be submitted by the new <i>Supplier</i> <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 include an attestation duly signed by a confirmation by the authorized representatives</u> of the following:</p> <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>The <i>Supplier</i> or the <i>Contestable</i></p>		Note that a Contestable Customer purchasing directly from the WESM performs a wholesale transaction. Also, the CC status should be reconsidered when the RSC is not renewed/is terminated and all that is left are WESM transactions.

		<p>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</i> of the existence of a valid wheeling service agreement covering the <i>Contestable Customer</i>;</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 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 <i>Distribution Utility</i> that</p>	<p><i>Customer</i>, as applicable, and the relevant <i>Distribution Utility</i> or Network Service Provider of the existence of a valid wheeling 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 valid 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 <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 submit the projected metering quantities and the</p>	
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		<p><i>Contestable Customer</i> has no outstanding balance.</p> <p>The <i>Supplier</i> or <i>Contestable Customer</i> 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 <i>Contestable Customer</i>, as applicable.</p>	<p>percentage that will be purchased from the <i>WESM</i> by the <i>Contestable Customer</i>, 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 from the date of issuance of the audit software certificate of the system enhancements.</u></p>		
TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)	Section V	<p>2.2 When the <i>Central Registration Body</i> determines the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected <i>Contestable Customer/s</i>, the SOLR, the defaulting <i>Supplier</i>, if practicable, of the occurrence and the effective date of the transfer to the</p>	<p>2.2 When the <i>Central Registration Body</i> determines <u>receives notice of</u> the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected <i>Contestable Customer/s</i>, the SOLR, the defaulting <i>Supplier</i>, if practicable, of the occurrence and the effective date of the transfer to the SOLR. <u>Within two (2) working days from receiving notice of the last resort event.</u> The <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p>		

		<p>SOLR. The <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is its <i>Direct WESM Member counterparty</i>, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter,</p>	<p>For the Grid-Connected <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is its <i>Direct WESM Member counterparty</i>, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is not its <i>Direct WESM Member counterparty</i> (due to existence of multiple suppliers), the availment of SOLR service must be approved first by the <i>Contestable Customer's Direct WESM Member counterparty</i> before the <i>Central Registration Body</i> and the SOLR are notified.</p> <p>A <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter,</p>		<p>Clarify if this paragraph is for Grid-connected-CC. If so, and if it chooses Condition b), the category “Contestable Customer” should be reconsidered.</p>
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		<p>an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is not its <i>Direct WESM Member counterparty</i> (due to existence of multiple suppliers), the availment of SOLR service must be approved first by the Contestable Customer's <i>Direct WESM Member counterparty</i> before the <i>Central Registration Body</i> and the SOLR are notified.</p> <p>A <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3;</p>	<p>the <i>Contestable Customer</i> shall submit additional securities required by the <i>Market Operator</i> to fully satisfy the prudential requirements set out in the <i>WESM Rules</i>.</p> <p>The <i>Central Registration Body</i> shall be notified by the SOLR and the <i>Contestable Customer</i> of the transfer no later than forty eight (48) hours after being notified of the occurrence of the <i>Last Resort Supply Event</i>.</p>		
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		<p>or, b) not to be served by the SOLR. If it chooses the latter, the <i>Contestable Customer</i> shall submit additional securities required by the <i>Market Operator</i> to fully satisfy the prudential requirements set out in the <i>WESM Rules</i>.</p> <p>The <i>Central Registration Body</i> shall be notified by the SOLR and the <i>Contestable Customer</i> of the transfer no later than forty eight (48) hours after being notified of the occurrence of the <i>Last Resort Supply Event</i>.</p>			
TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)	Section V. 3	(new)	<p><u>3.1 Terms of Supply Contract and Applicable Rates - Within one (1) working day upon receiving notice from the Contestable Customer, the Supplier of Last Resort shall inform the Contestable Customer of the terms of its supply contract and the applicable rates.</u></p>		Noted

TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)	Section V. 3	3.1. Submission and Processing of Switch Request (Switch to SOLR) – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the <i>Central Registration Body</i> no later than forty-eight (48) hours after being notified of the occurrence of the <i>Last Resort Supply Event</i> . The switch request form shall include an attestation of the agreement duly signed by the SOLR and the <i>Contestable Customer</i> .	3.1. 3.2. Submission and Processing of Switch Request (Switch to SOLR) – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the <i>Central Registration Body</i> no later than forty-eight (48) hours hours <u>two (2) working days</u> after being notified of the occurrence of the <i>Last Resort Supply Event</i> . The switch request form shall include an attestation of the agreement duly signed by the SOLR and the Contestable Customer <u>be in accordance with the applicable requirements under Clause 3.2.2 and 3.2.3 of the Retail Rules and Section II.3 of this manual.</u>		Noted
TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)	Section V. 3	3.2. Assessment and Approval – Upon receipt of the request, the <i>Central Registration Body</i> shall evaluate the form. The <i>Central Registration Body</i> shall immediately notify the SOLR to provide the prudential requirements within	3.2. 3.3. Assessment and Approval – Upon receipt of the request, the <i>Central Registration Body</i> shall evaluate the form <u>in accordance with the procedures under Clause 3.2.2 and 3.2.3 of the Retail Rules and Section II.3 of this manual.</u> The Central Registration Body shall immediately notify the SOLR to provide the prudential requirements within three (3) working days from receipt of the switch request/notification.		Noted

		three (3) <i>working days</i> from receipt of the switch request/notification.			
TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)	Section V. 3	<p>3.3. Disconnection – The <i>Central Registration Body</i> shall initiate disconnection of a <i>Contestable Customer</i> based on the following grounds:</p> <p>a) Failure of the <i>Contestable Customer</i> to give notice within the period set out in the <i>Retail Rules</i>;</p> <p>b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the <i>Retail Rules</i>; or</p> <p>Failure to enter into a contract with the SOLR.</p>	<p>3.3. 3.4 Disconnection – The <i>Central Registration Body</i> shall initiate disconnection of a <i>Contestable Customer</i> based on the following grounds:</p> <p>a) Failure of the <i>Contestable Customer</i> to give notice within the period set out in the <i>Retail Rules</i>;</p> <p>b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the <i>Retail Rules</i>; or</p> <p>Failure to enter into a contract with the SOLR.</p>		Noted on renumbering but with previous comment on disconnection.

G. Retail Manual on Metering Standards and Procedures					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
PURPOSE	1.1	<p>1.1. PURPOSE</p> <p>Pursuant to Clause 4.9 of the <i>Retail Rules</i>, the <i>Central Registration Body</i> shall formulate and publish a <i>market manual</i> that:</p> <p>xxx</p> <p>As complied, this Manual consolidates the pertinent metering procedures and standards applicable for <i>Contestable Customers</i> and for the reference of <i>Distribution Utilities, Suppliers, Retail Metering Services Providers</i>, other <i>WESM Members</i> and the public. More specifically, this Manual, in compliance with Clause 4.9 of the <i>Retail Rules</i>, will:</p> <p>a) Define the <i>metering installation standards</i> that a <i>Contestable Customer meter installation</i> must comply with to be eligible for registration in accordance with <i>Retail Rules</i> Clause 4.3.2;</p> <p>xxx</p> <p>c) Describe the procedures that the <i>Central Registration Body, Contestable Customers</i>, and <i>Suppliers</i> must follow when registering <i>Contestable Customer</i> metering installations in the <i>WESM</i> in accordance with <i>Retail Rules</i> Clause 4.3.2.1;</p>	<p>1.2. PURPOSE</p> <p>Pursuant to Clause 4.9 of the <i>Retail Rules</i>, the <i>Central Registration Body</i> shall formulate and publish a <i>market manual</i> that:</p> <p>xxx</p> <p>As complied, this Manual consolidates the pertinent metering procedures and standards applicable for <i>Contestable Retail Customers</i> and for the reference of <i>Distribution Utilities, Suppliers, Retail Metering Services Providers</i>, other <i>WESM Members</i> and the public. More specifically, this Manual, in compliance with Clause 4.9 of the <i>Retail Rules</i>, will:</p> <p>a) Define the <i>metering installation standards</i> that a <i>Contestable Retail Customer meter installation</i> must comply with to be eligible for registration in accordance with <i>Retail Rules</i> Clause 4.3.2;</p> <p>xxx</p> <p>c) Describe the procedures that the</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>

		d) Describe the procedures that the <i>Central Registration Body</i> and the <i>Retail Metering Services Providers</i> must follow to ensure <i>Contestable Customer metering data</i> is collected in a timely and efficient manner; xxx	<p><i>Central Registration Body</i>, <i>Contestable</i> <i>Retail</i> <i>Customers</i>, and <i>Suppliers</i> must follow when registering <i>Contestable</i> <i>Retail</i> <i>Customer metering installations</i> in the <i>WESM</i> in accordance with <i>Retail Rules</i> Clause 4.3.2.1;</p> <p>d) Describe the procedures that the <i>Central Registration Body</i> and the <i>Retail Metering Services Providers</i> must follow to ensure <i>Contestable</i> <i>Retail</i> <i>Customer metering data</i> is collected in a timely and efficient manner;</p> <p>xxx</p>		
SCOPE OF APPLICATION	1.2	This Manual covers the metering procedures and standards for <i>metering installations</i> of <i>Contestable Customers</i> that are connected to a <i>distribution system</i> operated by a <i>Distribution Utility</i> and have opted to switch to a <i>Supplier</i> or voluntary register in the <i>WESM</i> .	This Manual covers the metering procedures and standards for <i>metering installations</i> of <i>Contestable</i> <i>Retail</i> <i>Customers</i> that are connected to a <i>distribution system</i> operated by a <i>Distribution Utility</i> and have opted to switch to a <i>Supplier</i> or voluntary register in the <i>WESM</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Definition of Terms	1.3.2.	Grid Off-Take Metering Point. Metering point at a grid at which the settlement <i>quantity</i> of a Contestable Customer connected to a distribution system will be determined.	Grid Off-Take Metering Point. Metering point at a grid at which the settlement <i>quantity</i> of a <i>Contestable</i> <i>Retail</i> Customer connected to a distribution system will be determined.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a

				contestability threshold, or change Retail Customers to “Retail Market Customers”.	Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Compliance and Implementation	1.4.1 (e)	e) The <i>Enforcement and Compliance Officer</i> shall be responsible for the investigation of any infraction by <i>Retail Metering Services Provider</i> of a <i>Contestable Customer</i> , case where disputes involved <i>metering data</i> , and tampering of any <i>metering installation</i> that is detrimental to the integrity of <i>the metering data</i> ; and	e) The <i>Enforcement and Compliance Officer</i> shall be responsible for the investigation of any infraction by <i>Retail Metering Services Provider</i> of a <i>Contestable</i> <i>Retail</i> <i>Customer</i> , case where disputes involved <i>metering data</i> , and tampering of any <i>metering installation</i> that is detrimental to the integrity of <i>the metering data</i> ; and	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
COVERAGE	2.1	This section defines the <i>metering installation</i> standards that a <i>Contestable Customer meter installation</i> must comply with to be eligible for registration in the <i>Wholesale Electricity Spot Market</i> .	This section defines the <i>metering installation</i> standards that a <i>Contestable</i> <i>Retail</i> <i>Customer meter installation</i> must comply with to be eligible for registration in the <i>Wholesale Electricity Spot Market</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
GENERAL COMPLIANCE	2.3	This Manual supplements the minimum requirements in the <i>Philippine Distribution Code</i> for metering installations of <i>Contestable Costumers</i> . Any <i>metering installation</i> of a higher level of accuracy or functionality than the standards in the <i>Philippine Distribution Code</i> and this standard may also be installed.	This Manual supplements the minimum requirements in the <i>Philippine Distribution Code</i> and relevant ERC issuances for metering installations of <i>Contestable Costumers</i> <i>Retail Customers</i> . Any <i>metering installation</i> of a higher level of		Noted but with previous comments on renaming.

			<p>accuracy or functionality than the standards in the <i>Philippine Distribution Code</i> <u>and relevant ERC issuances</u> and this standard may also be installed.</p> <p><u>For GEOP end-user, the Retail Metering Services Provider shall install a meter capable of registering energy use and demand recorded at 5-minute intervals. Existing metering installations that are non-compliant with this requirement shall be governed by Section 2.7 of this manual.</u></p>		
Redundancy Requirement	2.4.1	<p>The <i>Retail Metering Services Provider</i> shall provide for a back-up revenue <i>meter</i> upon the request of the <i>Contestable Customer</i>. The back-up revenue <i>meter</i> may have a different make and model (i.e. different brand) from the main revenue meter. Provided, further, that the <i>Retail Metering Services Provider</i> shall use its reasonable endeavours to install and maintain the back-up revenue <i>meter</i> in a least-cost manner, which will be on the account of the concerned <i>Contestable Customer</i>.</p>	<p>The <i>Retail Metering Services Provider</i> shall provide for a back-up revenue <i>meter</i> upon the request of the <i>Contestable</i> <i>Retail</i> <i>Customer</i>. The back-up revenue <i>meter</i> may have a different make and model (i.e. different brand) from the main revenue meter. Provided, further, that the <i>Retail Metering Services Provider</i> shall use its reasonable endeavours to install and maintain the back-up revenue <i>meter</i> in a least-cost manner, which will be on the account of the concerned <i>Contestable</i> <i>Retail</i> <i>Customer</i>.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
Basis	3.3.1	<p>3.3.1 Basis</p> <p>The specific details of these guidelines are as prescribed in the following provisions of the <i>Philippine Distribution Code</i>:</p>	<p>3.3.1 Basis</p> <p>The specific details of these guidelines are as prescribed in the following provisions of the <i>Philippine Distribution Code</i>..:</p>		Noted

		a) Provision 7.12.1.1 b) Provision 7.12.1.2 c) Provision 7.12.1.3 d) Provision 7.12.2.1 e) Provision 7.12.2.2 f) Provision 8.3.1 Provision 8.4.5	a) Provision 7.12.1.1 b) Provision 7.12.1.2 c) Provision 7.12.1.3 d) Provision 7.12.2.1 e) Provision 7.12.2.2 f) Provision 8.3.1 g) Provision 8.4.5		
Metering Installation	3.3.2	<p>A <i>metering installation</i> shall be numbered using the following convention:</p> <p>WWW-XXXX-YY-CCCC-NN</p> <p>Where:</p> <p>WWW Shall be the Standard Site ID of the Substation where the <i>Contestable Costumer</i> is drawing power from. Refer to Procedure No. 1 and Table 9 of the Appendix of the WESM Manual on Metering Standards and Procedures for the procedure on the designation and a sample list of Standard Site IDs, respectively. Note: the Standard Site ID of the Substation where the <i>Contestable Customer</i> is drawing power from also denotes the <i>Market Trading Node</i> that its metering installation shall be mapped to by the</p>	<p>A <i>metering installation</i> shall be numbered using the following convention:</p> <p>WWW-XXXX-YY-CCCC-NN</p> <p>Where:</p> <p>WWW Shall be the Standard Site ID of the Substation where the <i>Contestable Costumer</i> <i>Retail Customer</i> is drawing power from. Refer to Procedure No. 1 and Table 9 of the Appendix of the WESM Manual on Metering Standards and Procedures for</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>

		<p>XXXX Shall be the Metered Participant ID of the Associated Grid Connection Point. Refer to Procedure No. 2 and</p> <p>Table 10 of the Appendix of the WESM Manual on Metering Standards and Procedures for the procedure on the designation and a sample list of Metered Participant IDs of Associated Grid Connection Points, respectively.</p> <p>YY Shall be a two (2) digit number designating the off-take grid meter.</p> <p>CCCC Shall be the Metered Participant ID of the <i>Contestable Customer</i> as</p>	<p>the procedure on the designation and a sample list of Standard Site IDs, respectively. Note: the Standard Site ID of the Substation where the Contestable <u>Retail</u> Customer is drawing power from also denotes the <i>Market Trading Node</i> that its metering installation shall be mapped to by the <i>Central Registration Body</i>.</p> <p>XXXX Shall be the Metered Participant ID of the Associated Grid Connection Point. Refer to</p>		
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		<p>referenced to its short name ID. Refer to Appendix B for the procedure on the designation of Metered Participant IDs of <i>Contestable Customers</i>.</p> <p>NN Shall be a two (2) digit number identifying the metering installation of the facility of the <i>Contestable Customer</i>.</p>	<p>Procedure No. 2 and Table 10 of the Appendix of the WESM Manual on Metering Standards and Procedures for the procedure on the designation and a sample list of Metered Participant IDs of Associated Grid Connection Points, respectively.</p> <p>YY Shall be a two (2) digit number designating the off-take grid meter.</p> <p>CCCC Shall be the Metered Participant ID of the</p>		
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			<p>Contestable <u>Retail</u> Customer as referenced to its short name ID. Refer to Appendix B for the procedure on the designation of Metered Participant IDs of Contestable Customers. NN Shall be a two (2) digit number identifying the metering installation of the facility of the Contestable <u>Retail</u> Customer.</p>		
METERING INSTALLATION REGISTRATION FORM -COVERAGE	4.1	<p>4.1 COVERAGE</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.3.2.1, a <i>metering installation</i> shall be registered in the <i>WESM</i> through the <i>Central Registration Body</i>.</p> <p>This section provides the procedures to be followed by the <i>Central Registration Body</i>, <i>Contestable Customers</i>, <i>Suppliers</i>, and <i>Retail Metering Services Providers</i> for the registration of <i>metering installations</i> of <i>Contestable Customers</i> in the <i>WESM</i>.</p>	<p>4.1 COVERAGE</p> <p>Pursuant to <i>Retail Rules</i> Clause 4.3.2.1, a <i>metering installation</i> shall be registered in the <i>WESM</i> through the <i>Central Registration Body</i>.</p> <p>This section provides the procedures to be followed by the <i>Central Registration Body</i>, Contestable <u>Retail</u> Customers, <i>Suppliers</i>, and <i>Retail Metering Services Providers</i> for the registration of <i>metering installations</i> of</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>

			Contestable Retail Customers in the WESM.		
Submission of Application Form and Pertinent Documents	4.4.1	<p>If the <i>metering installation</i> of a <i>Contestable Customer</i> subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i>, its <i>Retail Metering Services Provider</i>, shall initiate the registration of the <i>metering installation</i>.</p> <p>To initiate the registration of a <i>metering installation</i> of a <i>Contestable Customer</i>, its <i>Retail Metering Services Provider</i>, on behalf of the <i>Supplier</i> or <i>Contestable Customer</i>, shall submit the following to the <i>Central Registration Body</i> by courier:</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i> signed by <i>both Retail Metering Services Provider</i> and <i>Contestable Customer</i>;</p> <p>b) Load Profile of the <i>metering installation</i> during the previous twelve (12) months as well as its maximum and minimum demand;</p> <p>c) Single Line Diagram</p> <p>Simplified Single Line Diagram of the <i>Distribution Utility's network</i> showing the connection of the <i>Contestable Customer's metering point</i> to the default grid off-take metering point and other nearest grid off-take metering points.</p>	<p>If the <i>metering installation</i> of a Contestable Retail Customer subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i>, the <u>prospective Supplier shall initiate the registration by creating a Metering Installation Registration Form (MIRF) request in the Central Registration and Settlement System. This is provided that all pre-switching requirements have been complied by the Supplier. In turn,</u> its <i>Retail Metering Services Provider</i>, shall initiate the registration of the <i>metering installation</i>.</p> <p>To initiate the registration of a <i>metering installation</i> of a Contestable Retail Customer, its Retail Metering Services Provider, on behalf of the <i>Supplier</i> or Contestable Retail Customer, shall submit the following to the <i>Central Registration Body</i> <u>using the Central Registration and Settlement System</u> by courier:</p> <p>a) Accomplished Metering Installation Registration Form</p>		Noted but with proposed revision on renaming.

		<p>If the <i>Contestable Customer</i> is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the <i>Contestable Customer's metering point</i> to the main grid substation.</p> <p>d) Meter Testing</p> <p>For <i>Contestable Customers</i> having an average monthly peak demand of 1MW and above, the <i>Retail Metering Services Provider</i> shall submit all prior test results of its <i>meter</i> within the last two (2) years.</p> <p>e) Pro-forma Agreement between the <i>Contestable Customer</i> or <i>Supplier</i> and its <i>Retail Metering Services Provider</i>; and</p> <p>Documentation of other special features of the meter.</p>	<p>(MIRF) per metering point as published in the <i>market information web site</i> signed by both <i>Retail Metering Services Provider</i> and <i>Contestable Customer</i>,</p> <p>Load Profile of the <i>metering installation</i> during the previous twelve (12) months as well as its maximum and minimum demand;</p> <p>e) <u>b</u>) Single Line Diagram</p> <p>Simplified Single Line Diagram of the <i>Distribution Utility's network</i> showing the connection of the <i>Contestable</i> <u>Retail</u> <i>Customer's metering point</i> to the default grid off-take metering point and other nearest grid <i>off-take metering points</i>.</p> <p>If the <i>Contestable</i> <u>Retail</u> <i>Customer</i> is a grid- connected customer, it shall submit the Single Line Diagram showing the connection of the <i>Contestable</i> <u>Retail</u> <i>Customer's metering point</i> to the main grid substation.</p> <p>e) <u>c</u>) Meter Testing</p> <p>For <i>Contestable</i> <u>Retail</u> <i>Customers</i></p>		
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			<p>having an average monthly peak demand of 1MW and above, the <i>Retail Metering Services Provider</i> shall submit all prior test results of its <i>meter</i> within the last two (2) years.; <u>and</u></p> <p>e) Pro-forma Agreement between the Contestable Customer or Supplier and its Retail Metering Services Provider; and</p> <p>f) d) Documentation of other special features of the meter.</p>		
Determination of Market Trading Node	4.4.3	<p>Prior to registration, the <i>Retail Metering Services Provider</i> shall indicate the <i>grid off-take metering point</i> of the <i>Contestable Customer</i> in the Metering Installation Registration Form.</p> <p>Upon identification of the <i>grid off-take metering point</i>, the <i>Central Registration Body</i> shall determine the <i>Market Trading Node</i> of the <i>Contestable Customer</i> or <i>Supplier</i>, as applicable, by following the Market Trading Node of the assigned <i>grid off-take metering point</i>.</p>	<p>Prior to registration, the <i>Retail Metering Services Provider</i> shall indicate the <i>grid off-take metering point</i> of the Contestable <i>Retail Customer</i> in the Metering Installation Registration Form.</p> <p>Upon identification of the <i>grid off-take metering point</i>, the <i>Central Registration Body</i> shall determine the <i>Market Trading Node</i> of the Contestable <i>Retail Customer</i> or <i>Supplier</i>, as applicable, by following the Market Trading Node of the assigned <i>grid off-take metering point</i>.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
METERING DATA COLLECTION-COVERAGE	5.1	<p>Pursuant to <i>Retail Rules</i> Clause 4.4.2.1, the <i>Retail Metering Services Provider</i>, on behalf of its associated <i>Supplier</i> or <i>Contestable Customer</i>, shall retrieve the <i>metering data</i> from the <i>meter</i> and transmit the <i>metering data</i> to the</p>	<p>Pursuant to <i>Retail Rules</i> Clause 4.4.2.1, the <i>Retail Metering Services Provider</i>, on behalf of its associated <i>Supplier</i> or Contestable <i>Retail Customer</i>, shall retrieve the <i>metering data</i> from the <i>meter</i> and transmit the</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are</p>

		<p><i>Central Registration Body.</i></p> <p>xxx</p> <p>This section provides the procedures to be followed by the <i>Central Registration Body, Contestable Customers, Suppliers, and Retail Metering Services Providers</i> in the collection and submission of <i>metering data</i> to the <i>Central Registration Body</i>.</p>	<p><i>metering data</i> to the <i>Central Registration Body</i>.</p> <p>xxx</p> <p>This section provides the procedures to be followed by the <i>Central Registration Body, Contestable Retail Customers, Suppliers, and Retail Metering Services Providers</i> in the collection and submission of <i>metering data</i> to the <i>Central Registration Body</i>.</p>	<p>met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
Metering Database - Access	5.2.1.3	<p>The only entities entitled to have either direct or remote access to <i>metering data</i> on a read-only basis from the <i>metering database</i> or the metering register in relation to a <i>metering point</i> are:</p> <p>xxx</p> <p>e) Any <i>Contestable Customer</i> with respect to the <i>metering data</i> in relation to the metering point registered to it,</p> <p>f) Any <i>Distribution Utility</i> with respect to <i>Contestable Customers</i> whose facilities are located in its franchise area and for whom said <i>Distribution Utility</i> is not the <i>Retail Metering Services Provider</i>,</p> <p>xxx</p>	<p>The only entities entitled to have either direct or remote access to <i>metering data</i> on a read-only basis from the <i>metering database</i> or the metering register in relation to a <i>metering point</i> are:</p> <p>xxx</p> <p>e) Any <i>Contestable</i> <i>Retail Customer</i> with respect to the <i>metering data</i> in relation to the metering point registered to it,</p> <p>f) Any <i>Distribution Utility</i> with respect to <i>Contestable</i> <i>Retail Customers</i> whose facilities are located in its franchise area and for whom said <i>Distribution Utility</i> is not the <i>Retail Metering Services Provider</i>,</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>

			xxx		
Metering Database – Payment for Access to Metering Data	5.2.1.4	Except for costs incurred in the transmission and access of data to <i>the Central Registration Body, the Market Operator, Suppliers, Distribution Utilities</i> and <i>Contestable Customers</i> for purposes of settlement, all reasonable costs that will be incurred by the <i>Retail Metering Services Provider</i> or by the <i>Central Registration Body</i> in providing meter data shall be paid by the person or entity to whom the <i>metering data</i> information was provided, as described in <i>Retail Rules</i> Clause 4.5.5.	Except for costs incurred in the transmission and access of data to <i>the Central Registration Body, the Market Operator, Suppliers, Distribution Utilities</i> and <i>Contestable</i> <i>Retail</i> <i>Customers</i> for purposes of settlement, all reasonable costs that will be incurred by the <i>Retail Metering Services Provider</i> or by the <i>Central Registration Body</i> in providing meter data shall be paid by the person or entity to whom the <i>metering data</i> information was provided, as described in <i>Retail Rules</i> Clause 4.5.5.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Installation Database - Access	5.2.2.2	In accordance with <i>Retail Rules</i> Clause 4.5.1.2, a <i>Retail Metering Services Provider</i> shall ensure that each affected <i>Supplier, Distribution Utility, and Contestable Customer</i> as well as the <i>Central Registration Body</i> is given access to the information in its installation database at all reasonable times and: xxx	In accordance with <i>Retail Rules</i> Clause 4.5.1.2, a <i>Retail Metering Services Provider</i> shall ensure that each affected <i>Supplier, Distribution Utility, and</i> <i>Contestable</i> <i>Retail</i> <i>Customer</i> as well as the <i>Central Registration Body</i> is given access to the information in its installation database at all reasonable times and: xxx	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Collection and Submission Procedure - Requirements	5.3.1.1	5.3.1.1 Data The <i>metering data</i> shall contain the following: a) Date and time, or time series, of the meter readings received for each <i>Contestable Customer meter</i> , xxx	5.3.1.1 Data The <i>metering data</i> shall contain the following: a) Date and time, or time series, of the meter readings received for each <i>Contestable</i> <i>Retail</i> <i>Customer meter</i> ,	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general

			xxx	threshold, or change Retail Customers to “Retail Market Customers”.	RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Collection and Submission Procedure – Daily Process	5.3.2.1	<p>5.3.2.1 Collection</p> <p>At an interval basis, the meter at the metering point of a <i>Contestable Customer</i> continuously records <i>metering data</i>. Immediately at the end of the <i>trading day</i>, the <i>Retail Metering Services Provider</i> shall collect the <i>metering data</i> and event log of the whole <i>trading day</i> from each <i>meter</i>, identified by its Recorder ID (SEIN) and Device ID (Serial Number), of all its associated <i>Contestable Customers</i> registered under Chapter 2 of the <i>Retail Rules</i>.</p>	<p>5.3.2.1 Collection</p> <p>At an interval basis, the meter at the metering point of a <i>Contestable</i> <i>Retail Customer</i> continuously records <i>metering data</i>. Immediately at the end of the <i>trading day</i>, the <i>Retail Metering Services Provider</i> shall collect the <i>metering data</i> and event log of the whole <i>trading day</i> from each <i>meter</i>, identified by its Recorder ID (SEIN) and Device ID (Serial Number), of all its associated <i>Contestable</i> <i>Retail Customers</i> registered under Chapter 2 of the <i>Retail Rules</i>.</p>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Collection and Submission Procedure – Monthly Process	5.3.3	<p>Not later than three (3) <i>business days</i> after the end of the <i>billing period</i>, the <i>Retail Metering Services Provider</i> shall submit monthly preliminary <i>metering data</i> of all metering points of its associated <i>Contestable Customers</i>. In addition, <i>Retail Metering Services Provider</i> shall submit a transmittal letter that includes a tabulation of all associated metering points and their corresponding total metered quantity for the billing period. The <i>Retail Metering Services Provider</i> shall also report to the <i>Central Registration Body</i> all discrepancies between the monthly <i>metering data</i> and the daily <i>metering data</i> values with justifications for the discrepancies.</p>	<p>Not later than three (3) <i>business days</i> after the end of the <i>billing period</i>, the <i>Retail Metering Services Provider</i> shall submit monthly preliminary <i>metering data</i> of all metering points of its associated <i>Contestable</i> <i>Retail Customers</i>. In addition, <i>Retail Metering Services Provider</i> shall submit a transmittal letter that</p>	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

		xxx	includes a tabulation of all associated metering points and their corresponding total metered quantity for the billing period. The <i>Retail Metering Services Provider</i> shall also report to the <i>Central Registration Body</i> all discrepancies between the monthly <i>metering data</i> and the daily <i>metering data</i> values with justifications for the discrepancies. xxx		
Transfer to Emergency Back-up System	5.4.2.a.i	<p>5.4.2. In the event that an emergency situation requires the transfer of the metering data processing operations of the <i>Central Registration Body</i> from the Main Server to the Emergency Back-up System (EBS),</p> <p>a) The <i>Central Registration Body</i> shall:</p> <p>i. Inform the <i>Retail Metering Services Providers, Suppliers, and the Contestable Customers</i> of the need to transfer operations from the Main Server to the Emergency Back-up Site;</p> <p>xxx</p>	<p>5.4.2. In the event that an emergency situation requires the transfer of the metering data processing operations of the <i>Central Registration Body</i> from the Main Server to the Emergency Back-up System (EBS),</p> <p>a) The <i>Central Registration Body</i> shall:</p> <p>i. Inform the <i>Retail Metering Services Providers, Suppliers, and the Contestable Retail Customers</i> of the need to transfer operations</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>

			from the Main Server to the Emergency Back-up Site; xxx		
DATA VALIDATION, ESTIMATION AND EDITING – COVERAGE	6.1	<p>Pursuant to <i>Retail Rules</i> Clause 4.6, the <i>Retail Metering Services Providers</i> shall be responsible for supplying accounting-ready meter data to the <i>Central Registration Body</i>. In case of <i>metering data</i> error, the <i>Retail Metering Services Providers</i> shall be responsible for validation, estimation and editing of the affected <i>metering data</i>.</p> <p>This section provides the methodologies and procedures for validating, estimating, and editing <i>metering data</i> for the determination of the <i>metered quantity</i> of a <i>Contestable Customer</i> in accordance with <i>Retail Rules</i> Clause 3.3.3.2.</p>	<p>Pursuant to <i>Retail Rules</i> Clause 4.6, the <i>Retail Metering Services Providers</i> shall be responsible for supplying accounting-ready meter data to the <i>Central Registration Body</i>. In case of <i>metering data</i> error, the <i>Retail Metering Services Providers</i> shall be responsible for validation, estimation and editing of the affected <i>metering data</i>.</p> <p>This section provides the methodologies and procedures for validating, estimating, and editing <i>metering data</i> for the determination of the <i>metered quantity</i> of a <i>Contestable</i> <i>Retail</i> <i>Customer</i> in accordance with <i>Retail Rules</i> Clause 3.3.3.2.</p>	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers” .	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Validation of Grid Off-Take Metering Points	6.3.3	<p>If the aggregate <i>metered quantity</i> of all facilities of <i>Contestable Customers</i> assigned to the <i>grid off-take metering point</i> exceeds the <i>metered quantity</i> at that <i>grid off-take metering point</i>, the <i>Central Registration Body</i> shall issue a meter trouble report to the concerned <i>Retail Metering Services Provider</i>.</p> <p>In case of any changes in the <i>grid off-take metering point</i> connectivity, it shall be the responsibility of the <i>Retail Metering Services Provider</i> to inform the <i>Central Registration Body</i></p>	<p>If the aggregate <i>metered quantity</i> of all facilities of <i>Contestable</i> <i>Retail</i> <i>Customers</i> assigned to the <i>grid off-take metering point</i> exceeds the <i>metered quantity</i> at that <i>grid off-take metering point</i>, the <i>Central Registration Body</i> shall issue a meter trouble report to the concerned <i>Retail Metering Services Provider</i>.</p>	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers” .	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

		that the facilities of the <i>Contestable Customers</i> have been connected to a different <i>grid off-take metering point</i> .	In case of any changes in the <i>grid off-take metering point</i> connectivity, it shall be the responsibility of the <i>Retail Metering Services Provider</i> to inform the <i>Central Registration Body</i> that the facilities of the <i>Contestable</i> <i>Retail</i> <i>Customers</i> have been connected to a different <i>grid off-take metering point</i> .		
Virtual Grid Off-take Metering Point	6.3.4	All <i>Contestable Customers</i> with <i>grid off-take metering points</i> that are associated to the same market trading node shall be mapped to a virtual <i>grid off-take metering point</i> . This virtual <i>grid off-take metering point</i> shall have a <i>metered quantity</i> equal to the sum of the <i>metered quantity</i> measured at the individual <i>grid off-take metering points</i> . To determine the <i>metered quantity</i> of the <i>Distribution Utilities</i> , the aggregated metered quantity of all <i>Contestable Customers</i> assigned to the <i>grid off-take metering points</i> shall be deducted from the <i>metered quantity</i> of the virtual <i>grid off-take metering point</i> .	All <i>Contestable</i> <i>Retail</i> <i>Customers</i> with <i>grid off-take metering points</i> that are associated to the same market trading node shall be mapped to a virtual <i>grid off-take metering point</i> . This virtual <i>grid off-take metering point</i> shall have a <i>metered quantity</i> equal to the sum of the <i>metered quantity</i> measured at the individual <i>grid off-take metering points</i> . To determine the <i>metered quantity</i> of the <i>Distribution Utilities</i> , the aggregated metered quantity of all <i>Contestable</i> <i>Retail</i> <i>Customers</i> assigned to the <i>grid off-take metering points</i> shall be deducted from the <i>metered quantity</i> of the virtual <i>grid off-take metering point</i> .	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Estimation Procedures - Monthly Process	6.4.2.3	6.4.2.3 From Grid Off-Take Meter If both the main and back-up <i>meters</i> fail, the <i>metering data</i> on the <i>metering point</i> of the facility of the <i>Contestable Customer</i> shall be estimated using the <i>metering data</i> from its <i>grid off-take meter</i> . The <i>metering data</i> of the <i>Contestable Customer</i> shall be estimated by adjusting the <i>metering data</i> of its <i>grid off-take meter</i> using a historical factor obtained through the comparison of the historical <i>grid off-take metering data</i> and historical <i>Contestable Customer</i> main <i>metering</i>	6.4.2.3 From Grid Off-Take Meter If both the main and back-up <i>meters</i> fail, the <i>metering data</i> on the <i>metering point</i> of the facility of the <i>Contestable</i> <i>Retail</i> <i>Customer</i> shall be estimated using the <i>metering data</i> from its <i>grid off-take meter</i> . The <i>metering data</i> of the <i>Contestable</i> <i>Retail</i> <i>Customer</i> shall be estimated by adjusting the <i>metering data</i> of its <i>grid off-take meter</i> using a historical factor obtained	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “ Retail Market Customers ”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

		<i>data</i> as prescribed in <i>Retail Rules</i> Clause 3.3.5.2. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate.	through the comparison of the historical <i>grid off-take metering data</i> and historical Contestable Retail <i>Customer</i> main <i>metering data</i> as prescribed in <i>Retail Rules</i> Clause 3.3.5.2. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate.		
DETERMINING THE METERED QUANTITIES OF CONTESTABLE CUSTOMERS	6.6	The <i>metered quantity</i> of each <i>Contestable Customer</i> shall be determined as the net metered flows at their respective <i>metering points</i> , before adjustment for site-specific losses as stated in <i>Retail Rules</i> Clause 3.3.5.1	The <i>metered quantity</i> of each Contestable Retail <i>Customer</i> shall be determined as the net metered flows at their respective <i>metering points</i> , before adjustment for site-specific losses as stated in <i>Retail Rules</i> Clause 3.3.5.1	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
USE OF METERS	6.7	As stated in <i>Retail Rules</i> Clause 4.3.4, the registered <i>metering installation</i> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the settlement of the transactions of <i>Contestable Customers</i> and their <i>Suppliers</i> in the <i>WESM</i> . xxx	As stated in <i>Retail Rules</i> Clause 4.3.4, the registered <i>metering installation</i> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the settlement of the transactions of Contestable Retail <i>Customers</i> and their <i>Suppliers</i> in the <i>WESM</i> . xxx	Retain “ Contestable Customer ” and create a term “ General Contestable Customer ” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
METER TROUBLE REPORT - INITIATION	7.2	A Meter Trouble Report may be initiated due to the following: a) A <i>metering data</i> error is detected through	A Meter Trouble Report may be initiated due to the following: a) A <i>metering data</i> error is detected	Retain “ Contestable Customer ” and create a term “ General Contestable ”	Retail Customers include both Captive and Contestable Customers. A GEOP

		<p>the validation process described in Section 6.3 of this Manual; or</p> <p><i>A Retail Metering Services Provider, a Contestable Customer, or a Supplier requests the Central Registration Body to issue a Meter Trouble Report to the Retail Metering Services Provider due to difficulties in communicating with a metering installation, or validation of metering data. Where the Central Registration Body determines that a Meter Trouble Report is not required, it shall notify the Retail Metering Services Provider, Contestable Customer, or Supplier of its decision within twenty-four (24) hours</i></p>	<p>through the validation process described in Section 6.3 of this Manual; or</p> <p><i>A Retail Metering Services Provider, a Contestable Retail Customer, or a Supplier requests the Central Registration Body to issue a Meter Trouble Report to the Retail Metering Services Provider due to difficulties in communicating with a metering installation, or validation of metering data. Where the Central Registration Body determines that a Meter Trouble Report is not required, it shall notify the Retail Metering Services Provider, Contestable Retail Customer, or Supplier of its decision within twenty-four (24) hours</i></p>	<p>Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
METER TROUBLE REPORT - ISSUANCE	7.3	<p>The <i>Central Registration Body</i> shall issue a <i>Meter Trouble Report</i> to the concerned <i>Retail Metering Services Provider</i> and, for information, its associated <i>Contestable Customer</i> or <i>Supplier</i> within twenty-four (24) hours after detection or request.</p>	<p>The <i>Central Registration Body</i> shall issue a <i>Meter Trouble Report</i> to the concerned <i>Retail Metering Services Provider</i> and, for information, its associated <i>Contestable</i> <i>Retail</i> <i>Customer</i> or <i>Supplier</i> within twenty-four (24) hours after detection or request.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
METER TROUBLE REPORT - RESOLUTION	7.4.2.2.1	<p>7.4.2.2.1 Before Deadline If the <i>Retail Metering Services Provider</i> resolves the <i>Meter Trouble Report</i> and submits <i>metering data</i> not later than five (5) business days prior to the issuance of the final settlement statement</p>	<p>7.4.2.2.1 Before Deadline If the <i>Retail Metering Services Provider</i> resolves the <i>Meter Trouble Report</i> and submits <i>metering data</i> not later than five (5) business days prior</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are</p>

		<p>date of the affected trading day, the <i>Central Registration Body</i> shall use the submitted metering data for the determination of the gross energy settlement quantities of <i>Suppliers</i> or <i>Contestable Customers</i> for use by the <i>Market Operator</i> in its final settlement of the <i>Supplier</i> or <i>Contestable Customer</i>.</p> <p><i>Suppliers</i> or <i>Contestable Customers</i> for use by the <i>Market Operator</i> in its settlement revisions under Clause 3.14.9.2 of the <i>WESM Rules</i>.</p>	<p>to the issuance of the final settlement statement date of the affected trading day, the <i>Central Registration Body</i> shall use the submitted metering data for the determination of the gross energy settlement quantities of <i>Suppliers</i> or <i>Contestable</i> <i>Retail</i> <i>Customers</i> for use by the <i>Market Operator</i> in its final settlement of the <i>Supplier</i> or <i>Contestable</i> <i>Retail</i> <i>Customer</i>.</p> <p><i>Customers</i> for use by the <i>Market Operator</i> in its settlement revisions under Clause 3.14.9.2 of the <i>WESM Rules</i>.</p>	<p>met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
PERFORMANCE MANAGEMENT - COVERAGE	8.1	<p>This section provides the <i>Contestable Customers, Suppliers, Retail Metering Services Providers</i>, and the <i>Central Registration Body</i>, and the <i>Governance Arm</i> the steps for the review, evaluation and measurement of the performance of a <i>Retail Metering Services Provider</i>.</p>	<p>This section provides the <i>Contestable</i> <i>Retail</i> <i>Customers, Suppliers, Retail Metering Services Providers</i>, and the <i>Central Registration Body</i>, and the <i>Governance Arm</i> the steps for the review, evaluation and measurement of the performance of a <i>Retail Metering Services Provider</i>.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
PERFORMANCE MANAGEMENT - OVERVIEW	8.3	<p>The <i>Retail Metering Services Providers</i> shall be measured with respect to the following areas:</p> <p>a) The integrity of <i>metering data</i> provided by the <i>Retail Metering Services Provider</i> to the <i>Central Registration Body</i> and the <i>Contestable Customers</i>;</p>	<p>The <i>Retail Metering Services Providers</i> shall be measured with respect to the following areas:</p> <p>a) The integrity of <i>metering data</i> provided by the <i>Retail Metering Services Provider</i> to the <i>Central Registration Body</i> and the</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail</p>

		xxx	Contestable Retail Customers; xxx	Retail Customers to “Retail Market Customers”.	Aggregator), thus, both are not under the Captive Market.
Monthly Performance Monitoring	8.5.1	After every billing period, the <i>Governance Arm</i> shall release to <i>concerned Contestable Customers, Suppliers and Retail Metering Service Providers</i> the service delivery ratings (refer to Section 8.4.1) of their associated <i>Retail Metering Service Provider</i> . If requested, the <i>Governance Arm</i> shall discuss the results of the performance monitoring with the concerned <i>Contestable Customer, Supplier, or Retail Metering Service Provider</i> . The results of the monthly performance monitoring shall be published in the market information website.	After every billing period, the <i>Governance Arm</i> shall release to <i>concerned Contestable Retail Customers, Suppliers and Retail Metering Service Providers</i> the service delivery ratings (refer to Section 8.4.1) of their associated <i>Retail Metering Service Provider</i> . If requested, the <i>Governance Arm</i> shall discuss the results of the performance monitoring with the concerned Contestable Retail Customer, Supplier, or <i>Retail Metering Service Provider</i> . The results of the monthly performance monitoring shall be published in the market information website.	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.
Semi-Annual Customer Satisfaction Monitoring	8.5.2	Every six (6) months, the <i>Governance Arm</i> shall determine the customer satisfaction rating of the <i>Retail Metering Services Providers</i> through the issuance of the Customer Satisfaction Rating Sheet to all direct <i>Contestable Customers and Suppliers</i> . The <i>Governance Arm</i> shall require the direct <i>Contestable Customers and Suppliers</i> to accomplish and submit the Customer Satisfaction Rating Sheets back to the <i>Governance Arm</i> . xxx	Every six (6) months, the <i>Governance Arm</i> shall determine the customer satisfaction rating of the <i>Retail Metering Services Providers</i> through the issuance of the Customer Satisfaction Rating Sheet to all direct Contestable Retail Customers and <i>Suppliers</i> . The <i>Governance Arm</i> shall require the direct Contestable Retail Customers and <i>Suppliers</i> to accomplish and submit the Customer Satisfaction Rating Sheets back to the <i>Governance Arm</i> .	Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.	Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.

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Metered Participant ID Guidelines	Appendix B (1-6)	<p>These guidelines shall be followed in the labeling and numbering of <i>metering installations</i> of <i>Contestable Customers</i>.</p> <ol style="list-style-type: none"> 1. The Metered Participant ID of <i>Contestable Customers</i> shall be identified by four (4) alpha-numeric characters except for cases cited in items 5 and 6 of these guidelines. 2. The Metered Participant ID of <i>Contestable Customers</i> whose full name corresponds to a three-letter abbreviation shall be that three-letter abbreviation appended by the zero (0) character. 3. The Metered Participant ID of <i>Contestable Customers</i> whose corporate name is composed of only one or two words shall be the first letter of the first word, the succeeding two (2) consonants of the first word, and the first letter of the second word or the zero (0) character. 4. The Metered Participant ID of <i>Contestable Customers</i> whose name consists of four (4) letters or less shall be its name itself appended by the zero (0) character, if necessary. 5. The Metered Participant ID of <i>Contestable Customers</i> that has numeric characters in its corporate name shall be the numeric characters and the abbreviation of the alphabetic characters. 6. The Metered Participant ID of <i>Contestable Customers</i> that has several facilities in their name shall be 	<p>These guidelines shall be followed in the labeling and numbering of <i>metering installations</i> of <i>Contestable</i> <i>Retail</i> <i>Customers</i>.</p> <ol style="list-style-type: none"> 1. The Metered Participant ID of <i>Contestable</i> <i>Retail</i> <i>Customers</i> shall be identified by four (4) alpha-numeric characters except for cases cited in items 5 and 6 of these guidelines. 2. The Metered Participant ID of <i>Contestable</i> <i>Retail</i> <i>Customers</i> whose full name corresponds to a three-letter abbreviation shall be that three-letter abbreviation appended by the zero (0) character. 3. The Metered Participant ID of <i>Contestable</i> <i>Retail</i> <i>Customers</i> whose corporate name is composed of only one or two words shall be the first letter of the first word, the succeeding two (2) consonants of the first word, and the first letter of the second word or the zero (0) character. 4. The Metered Participant ID of <i>Contestable</i> <i>Retail</i> <i>Customers</i> whose name consists of four (4) letters or less shall be its name itself 	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>

		<p>composed of six (6) alpha- numeric characters. The Metered Participant ID shall be the combination of three (3) alpha-numeric characters corresponding to the abbreviation of their corporate name, two (2) numeric characters corresponding to the facility number, and one (1) numeric character corresponding to the metering installation in that location.</p>	<p>appended by the zero (0) character, if necessary.</p> <p>5. The Metered Participant ID of Contestable Retail Customers that has numeric characters in its corporate name shall be the numeric characters and the abbreviation of the alphabetic characters.</p> <p>6. The Metered Participant ID of Contestable Retail Customers that has several facilities in their name shall be composed of six (6) alpha- numeric characters. The Metered Participant ID shall be the combination of three (3) alpha-numeric characters corresponding to the abbreviation of their corporate name, two (2) numeric characters corresponding to the facility number, and one (1) numeric character corresponding to the metering installation in that location.</p>		
Metering Data Validation and Estimation Procedures – Suggested Monthly Estimation Procedures	Appendix D – C.3	<p>If both the main and backup <i>meters</i> fail, the <i>metering data</i> on the <i>metering point</i> of the facility of the <i>Contestable Customer</i> may be estimated using the <i>metering data</i> from its <i>grid off-take meter</i>. The <i>metering data</i> of the <i>Contestable Customer</i> may be estimated by adjusting the <i>metering data</i> of its grid off-take meter using a historical factor obtained through</p>	<p>If both the main and backup <i>meters</i> fail, the <i>metering data</i> on the <i>metering point</i> of the facility of the <i>Contestable Retail Customer</i> may be estimated using the <i>metering data</i> from its <i>grid off- take meter</i>. The <i>metering data</i> of the Contestable Retail Customer may be estimated</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail</p>

		the comparison of the historical grid off-take <i>metering data</i> and historical <i>Contestable Customer</i> main <i>metering data</i> . This method of estimation is not applicable for variable loads whose historical load profile is indeterminate.	by adjusting the <i>metering data</i> of its grid off-take meter using a historical factor obtained through the comparison of the historical grid off-take <i>metering data</i> and historical <i>Contestable</i> <i>Retail</i> <i>Customer</i> main <i>metering data</i> . This method of estimation is not applicable for variable loads whose historical load profile is indeterminate.	Retail Customers to “Retail Market Customers”.	Aggregator), thus, both are not under the Captive Market.
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H. RETAIL MANUAL ON DISCLOSURE AND CONFIDENTIALITY OF CONTESTABLE CUSTOMER INFORMATION					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
INTRODUCTION		<p>Retail Manual</p> <p>Disclosure and Confidentiality of Contestable Customer Information</p> <p>Issue 2.0 RCOA-DCCCI</p> <p>This Manual covers the types of Contestable Customer information that may be subject to disclosure and available for dissemination and the procedures for requesting and the release of Contestable Customer information.</p>	<p>Retail Manual</p> <p>Disclosure and Confidentiality of Contestable Retail Customer Information</p> <p>Issue 2.0 3.0 RCOA-DCCRCI</p> <p>This Manual covers the types of Contestable Retail Customer information that may be subject to disclosure and available for dissemination and the procedures for requesting and the release of Contestable Retail Customer information.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
PURPOSE & SCOPE AND APPLICATION	Section 1	Pursuant to Clause 2.3.2.3 of the Rules for the	Pursuant to Clause 2.3.2.3 of the Rules for the		

		<p>Competitive Retail Electricity Market (<i>Retail Rules</i>), the <i>Central Registration Body</i> shall develop and publish procedures for the request and release of <i>Contestable Customer</i> information and the corresponding service fees.</p> <p>This Manual covers the types of <i>Contestable Customer</i> information that may be subject to disclosure and available for dissemination and the procedures for requesting and the release of <i>Contestable Customer</i> information.</p>	<p>Competitive Retail Electricity Market (<i>Retail Rules</i>), the <i>Central Registration Body</i> shall develop and publish procedures for the request and release of Contestable <i>Retail Customer</i> information and the corresponding service fees.</p> <p>This Manual covers the types of Contestable <i>Retail Customer</i> information that may be subject to disclosure and available for dissemination and the procedures for requesting and the release of Contestable <i>Retail Customer</i> information.</p>	<p>Retain “Contestable Customer” and create a term “General Contestable Customer” to refer to customers that have met the contestability threshold, or change Retail Customers to “Retail Market Customers”.</p>	<p>Retail Customers include both Captive and Contestable Customers. A GEOP End-User and Aggregated Group are both supplied by a Supplier (general RES/RE Supplier/Retail Aggregator), thus, both are not under the Captive Market.</p>
GENERAL GUIDELINES	Section 3	<p>The provisions of Chapter 5 of the <i>WESM Rules</i> and WESM Manual on Market Operator Information Disclosure and Confidentiality (Information Disclosure and Confidentiality Manual) relating to confidentiality and disclosure policies of market information shall be similarly applicable with regard to the disclosure and confidentiality of <i>Contestable Customer</i> information.</p>	<p>The provisions of Chapter 5 of the <i>WESM Rules</i> and WESM Manual on Market Operator Information Disclosure and Confidentiality (Information Disclosure and Confidentiality Manual) relating to confidentiality and disclosure policies of market information shall be similarly applicable with regard to the disclosure and confidentiality of Contestable <i>Retail Customer</i> information.</p>		
CONFIDENTIALITY AND DISCLOSURE POLICY	5.1	<p>Upon prior authorization, provided in written or</p>	<p>Upon prior authorization, provided in written or</p>		

		electronic form, the <i>Central Registration Body</i> shall provide the information so required to the <i>Supplier</i> or to such other person or entity authorized by the <i>Contestable Customer</i> . The information shall be provided in such form and upon payment of fees as the <i>Central Registration Body</i> deems appropriate.	electronic form, the <i>Central Registration Body</i> shall provide the information so required to the <i>Supplier</i> or to such other person or entity authorized by the Contestable <u>Retail</u> <i>Customer</i> . The information shall be provided in such form and upon payment of fees as the <i>Central Registration Body</i> deems appropriate.		
CONFIDENTIALITY AND DISCLOSURE POLICY	5.2	<p>5.2. Subject to the procedures and permitted disclosures set forth in this Manual, Chapter 5 of the <i>WESM Rules</i> and the <i>Data Privacy Act (RA 10173)</i>, the following <i>Contestable Customer</i> information are available for dissemination –</p> <p style="padding-left: 40px;">5.2.1. Administrative details such as but not limited to a) name of entity that owns the <i>registered facility</i>; b) service address of the <i>registered facility</i> and c) contact details;</p>	<p>5.2. Subject to the procedures and permitted disclosures set forth in this Manual, Chapter 5 of the <i>WESM Rules</i> and the <i>Data Privacy Act (RA 10173)</i>, the following Contestable <u>Retail</u> <i>Customer</i> information are available for dissemination –</p> <p>5.2.1. Administrative details such as but not limited to a) name of entity that owns the <i>registered facility</i>; b) service address of the <i>registered facility</i> and c) contact details;</p> <p style="padding-left: 40px;">5.2.2. Supply details</p>		

		<p>5.2.2. Supply details such as a) incumbent <i>Supplier</i>; b) past <i>Supplier/s</i>; c) duration of contract and names of counterparties;</p> <p>5.2.3. Details contained in the ERC's Certificates of Contestability;</p> <p>5.2.4. <i>Contestable Customer</i> load data such as a) metered quantities and b) load profile; and</p> <p><i>Contestable Customer</i> metering and connection details</p>	<p>such as a) incumbent <i>Supplier</i>; b) past <i>Supplier/s</i>; c) duration of contract and names of counterparties;</p> <p>5.2.3. Details contained in the ERC's Certificates of Contestability, <u>as applicable</u>;</p> <p>5.2.4. Contestable <u>Retail</u> <i>Customer</i> load data such as a) metered quantities and b) load profile; and</p> <p>5.2.5. Contestable <u>Retail</u> <i>Customer</i> metering and connection details.</p>		
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CONFIDENTIALITY AND DISCLOSURE POLICY	5.3	CONFIDENTIALITY AND DISCLOSURE POLICY	CONFIDENTIALITY AND DISCLOSURE POLICY <u>RETAIL CUSTOMER INFORMATION</u>		
	5.3	5.3. In accordance with the <i>WESM Rules</i> and Information Disclosure and Confidentiality Manual, the following <i>Contestable Customer</i> information are considered confidential – 5.3.1. Retail supply contract data; 5.3.2. <i>Contestable Customer</i> load data; and <i>Contestable Customer</i> metering and connection details.	5.3. In accordance with the <i>WESM Rules</i> and Information Disclosure and Confidentiality Manual, the following Contestable <u>Retail</u> <i>Customer</i> information are considered confidential – 5.3.1. Retail supply contract data; 5.3.2. Contestable <u>Retail</u> <i>Customer</i> load data; and 5.3.3. Contestable <u>Retail</u> <i>Customer</i> metering and connection details.		
	5.4	5.4. In accordance with the <i>WESM Rules</i> and Information Disclosure and Confidentiality Manual, the following <i>Contestable Customer</i> information are considered public or	5.4. In accordance with the <i>WESM Rules</i> and Information Disclosure and Confidentiality Manual, the following Contestable <u>Retail</u> <i>Customer</i> information are considered public or		

		<p>non-confidential –</p> <p>5.4.1. Administrative details such as but not limited to a) name of entity that owns the <i>registered facility</i>; b) service address of the <i>registered facility</i>; and c) contact details;</p> <p>5.4.2. Supply details such as a) incumbent <i>Supplier</i>; b) past <i>Supplier/s</i>; c) duration of supply contract and names of counterparties; and</p> <p>Details contained in the ERC's Certificates of Contestability.</p>	<p>non-confidential –</p> <p>5.4.1. Administrative details such as but not limited to a) name of entity that owns the <i>registered facility</i>; b) service address of the <i>registered facility</i>; and c) contact details;</p> <p>5.4.2. Supply details such as a) incumbent <i>Supplier</i>; b) past <i>Supplier/s</i>; c) duration of supply contract and names of counterparties; and</p> <p>Details contained in the ERC's Certificates of Contestability, <u>as applicable</u>.</p>		
	5.5	5.5. <i>Contestable Customer</i> information shall be made available by the	5.5. Contestable <i>Retail</i> <i>Customer</i> information shall be made available		

		<p><i>Central Registration Body</i> through any of the following means –</p> <p>5.5.1. <i>Market information website</i> at www.wesm.ph for public or non-confidential information; and</p> <p>In printed or electronic copies for confidential information upon authorization by the <i>Contestable Customer</i>.</p>	<p>by the <i>Central Registration Body</i> through any of the following means –</p> <p>5.5.1. <i>Market information website</i> at www.wesm.ph for public or non-confidential information; and</p> <p>In printed or electronic copies for confidential information upon authorization by the <i>Contestable <u>Retail</u> Customer</i>.</p>		
PROCEDURES FOR THE REQUEST AND RELEASE OF CONTESTABLE CUSTOMER INFORMATION	Section 6	SECTION 6 PROCEDURES FOR THE REQUEST AND RELEASE OF CONTESTABLE CUSTOMER INFORMATION	SECTION 6 PROCEDURES FOR THE REQUEST AND RELEASE OF CONTESTABLE <u>RETAIL</u> CUSTOMER INFORMATION		
PROCEDURES FOR THE REQUEST AND RELEASE OF CONTESTABLE CUSTOMER INFORMATION	6.1	6.1. The <i>Central Registration Body</i> shall regularly update its Registry List of <i>Contestable Customers</i> together with information that are considered public or non-confidential as set forth in this Manual and publish the same in the <i>market</i>	6.1. The <i>Central Registration Body</i> shall regularly update its Registry List of Contestable <u>Retail</u> <i>Customers</i> together with information that are considered public or non-confidential as set forth in this Manual and publish the same in the <i>market information</i>		

		<i>information website.</i>	<i>website.</i>		
PROCEDURES FOR THE REQUEST AND RELEASE OF CONTESTABLE CUSTOMER INFORMATION	6.2	<p>6.2. For confidential <i>Contestable Customer</i> information –</p> <p>6.2.1. The requesting party shall submit a letter addressed to the <i>Central Registration Body</i> stating the reasons for the request and the proof of authorization from the <i>Contestable Customer</i> allowing the <i>Central Registration Body</i> to release the requested information.</p> <p>6.2.2. Within two (2) <i>working days</i> from receipt of</p>	<p>6.2. For confidential <i>Contestable</i> <u>Retail</u> <i>Customer</i> information –</p> <p>6.2.1. The requesting party shall submit a letter addressed to the <i>Central Registration Body</i> stating the reasons for the request and the proof of authorization from the <i>Contestable</i> <u>Retail</u> <i>Customer</i> allowing the <i>Central Registration Body</i> to release the requested information.</p>		

		<p>the request, the <i>Central Registration Body</i> shall seek confirmation from the authorized contact person of the <i>Contestable Customer</i> through electronic mail.</p> <p>Within ten (10) <i>working days</i> from receipt of the confirmation by the <i>Contestable Customer</i>, the <i>Central Registration Body</i> shall process the requested data and release the information to the requesting party. An acknowledgment by the requesting party shall be made upon the release of the requested information.</p>	<p>6.2.2. Within two (2) <i>working days</i> from receipt of the request, the <i>Central Registration Body</i> shall seek confirmation from the authorized contact person of the <i>Contestable Retail Customer</i> through electronic mail.</p> <p>Within ten (10) <i>working days</i> from receipt of the confirmation by the <i>Contestable</i> <i>Retail Customer</i>, the <i>Central Registration Body</i> shall process the requested data and release the information to the requesting party. An acknowledgment by the requesting party shall be made upon the</p>		
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			release of the requested information.		
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RETAIL MANUAL ON GEOP					
TITLE	SECTION	PROVISION	PROPOSED AMENDMENT	PROPOSED REWORDING	COMMENT
GREEN ENERGY OPTION PROCEDURES 1.0	(new)	(new)	<u>GREEN ENERGY OPTION PROCEDURES 1.0</u>		
INTRODUCTION	(new)	(new)	<u>SECTION 1 INTRODUCTION</u>		
PURPOSE	(new)	(new)	<u>1.1 PURPOSE</u> <u>1.1.1 This manual is promulgated to provide detailed procedures for the implementation of the Green Energy Option Program (GEOP) based on the issuances of the Department of Energy (DOE) and the Energy Regulatory Commission (ERC).</u> <u>1.1.2 This manual presents the procedures for the registration of Renewable Energy Suppliers and GEOP End-Users with the Central Registration Body, switching of Renewable Energy Suppliers and the Distribution Utility, metering data submission and processing, and calculation of settlement amounts by the Market Operator.</u>		<p>For Clarification: Is it possible for a Retail Customer to avail of supply from intermittent REs (as may be available) with the rest of its requirements being supplied by the WESM? If so, under which type of Retail Supplier?</p>

SCOPE OF APPLICATION	(new)	(new)	<p>1.2 SCOPE OF APPLICATION <u>This document shall apply to:</u></p> <ul style="list-style-type: none"> a) <u><i>Renewable Energy Suppliers:</i></u> b) <u><i>GEOP End-Users:</i></u> c) <u><i>Network Service Providers:</i></u> d) <u><i>Retail Metering Services Providers:</i></u> e) <u><i>the Central Registration Body:</i></u> f) <u><i>the Market Operator, and Supplier of Last Resort.</i></u> 		
DEFINITION OF TERMS	(new)	(new)	<p>1.3 DEFINITION OF TERMS</p> <p>1.3.1 <u>Unless otherwise defined or the context implies otherwise, the italicized terms used in this manual which are defined in the Rules for the GEOP, WESM Rules or Retail Rules will bear the same meaning as defined in the Rules for the GEOP, WESM Rules or Retail Rules.</u></p> <p><u>The following words and phrases as used in this manual shall have the following meaning –</u></p> <ul style="list-style-type: none"> a) <u><i>GEOP Demand Threshold</i> refers to the average peak demand required of an end-user to be eligible to participate in the</u> 		

			<p><u>GEOP as declared by the DOE.</u></p> <p>b) <u>GEOP Registry refers to the registry maintained by the Central Registration Body containing the registration records of all switches in electronic copies.</u></p>		
REFERENCES AND INTERPRETATION	(new)	(new)	<p>1.4 REFERENCES AND INTERPRETATION</p> <p><u>1.4.1 References</u></p> <p><u>This manual should be read in association with the -</u></p> <p>a) <u>Republic Act No. 9136</u></p> <p>b) <u>Implementing Rules and Regulations of Republic Act No. 9136</u></p> <p>c) <u>Republic Act No. 9513</u></p> <p>d) <u>WESM Rules</u></p> <p><u>Retail Rules</u></p> <p>f) <u>WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures</u></p> <p>g) <u>WESM Manual on Billing and Settlement</u></p> <p>h) <u>Retail Manual: Metering Standards and Procedures</u></p> <p>i) <u>Department of Energy Circular No.</u></p>		

			<p><u>DC2018-07-0019</u></p> <p>i) <u>Department of Energy Circular No.</u></p> <p><u>DC2020-04-0009</u></p> <p>k) <u>Energy Regulatory Commission Resolution No. 08 Series of 2021</u></p> <p><u>1.4.2 Interpretation</u></p> <p><u>Any reference to a clause in any Section of this manual shall refer to the particular clause of the same Section in which the reference is made, unless otherwise specified or the context provides otherwise.</u></p>		
AMENDMENTS	(new)	(new)	<p>1.5 AMENDMENTS</p> <p><u>Amendments to this manual shall be submitted to <i>WFSM Rules Change Committee</i> and shall be acted upon pursuant to Section 1.8 of the <i>Retail Rules</i> and relevant market manuals.</u></p>		
EFFECTIVITY AND PUBLICATION	(new)	(new)	<p>1.6 EFFECTIVITY AND PUBLICATION</p> <p><u>This manual shall take effect upon approval by the <i>Department of Energy</i>. Thereafter, it shall be published in the <i>market information website</i>.</u></p>		
REGISTRATION	(new)	(new)	SECTION 2 REGISTRATION		
COVERAGE	(new)	(new)	<p>2.1 COVERAGE</p> <p><u>This section describes the procedures for the registration and deregistration of <i>Renewable Energy Suppliers, GEOP End-Users, Retail Metering Services Providers</i> and <i>Network</i></u></p>		

			<u>Services Providers serving GEOP End-Users with the Central Registration Body.</u>		
OVERVIEW	(new)	(new)	2.2 OVERVIEW		
EFFECTIVITY AND PUBLICATION	(new)	(new)	<p><u>2.2.1 In order to supply to GEOP End-Users, entities that hold an operating permit from the Department of Energy to act as a Renewable Energy Supplier and a Retail Electricity Supplier license from the Energy Regulatory Commission shall register in the WESM before transacting with the Central Registration Body.</u></p> <p><u>2.2.2 An end-user that has met the GEOP Demand Threshold and chooses to source its supply from a Renewable Energy Supplier shall be registered by its Renewable Energy Supplier with the Central Registration Body as a GEOP End-User.</u></p> <p><u>2.2.3 The Metering Services Provider of a GEOP End-User shall register with the Central Registration Body as a Retail Metering Services Provider.</u></p> <p><u>2.2.4 The Distribution Utility of a GEOP End- User shall register with the</u></p>		

			<p><u>Central Registration Body as a Supplier of Last Resort.</u></p> <p><u>2.2.5 The Distribution Utility shall inform the End-User of its eligibility to participate in the Green Energy Option Program by conspicuously indicating it in the End- User's monthly bill.</u></p>		
GEOP REGISTRY	(new)	(new)	<p>2.3 GEOP REGISTRY</p> <p><u>2.3.1 The Central Registration Body shall maintain and update its registration records of all switches in electronic copies. Retention, storage, and destruction of all records shall be in accordance with prevailing company policies, relevant market manuals, or data privacy laws. The Central Registration Body shall be responsible for maintaining and ensuring completeness of registration records and inform the MSP of the updated list of switches.</u></p> <p><u>2.3.2 The Central Registration Body's registration records and database shall include, but shall not be limited to the following:</u></p> <p>a) <u>Switch Request Form and different agreements as enumerated under</u></p>		

			<p><u>Section 3.3 of this manual, including any amendments or modifications thereto:</u></p> <p>b. <u>Notices _____ and other communications to and from the requesting parties, and other parties or agencies:</u></p> <p>c. <u>Assessment forms and related internal communications; and</u></p> <p>d. <u>Document submission from the requesting parties.</u></p> <p><u>2.3.3 The Central Registration Body shall submit records as stated in Section 2.3.2 to the Energy Regulatory Commission every 15th day of the month.</u></p>		
RENEWABLE ENERGY SUPPLIERS	(new)	(new)	<u>2.4 RENEWABLE ENERGY SUPPLIERS</u>		
RENEWABLE ENERGY SUPPLIERS	(new)	(new)	<u>2.4.2 Suppliers already registered in the WESM shall be separately registered as Renewable Energy Suppliers upon submission of operating permit issued by the Department of Energy.</u>	...which shall include the GEOP Operating Permit issued by the Department of Energy...	For clarity
RENEWABLE ENERGY SUPPLIERS	(new)	(new)	<u>2.4.3 Upon registration in the WESM, Renewable Energy Suppliers shall be deemed registered with the Central Registration Body and shall be allowed to transact with the Central Registration Body for their customers under the GEOP.</u>	...upon submission of GEOP operating permit...	For clarity
RENEWABLE ENERGY SUPPLIERS	(new)	(new)	<u>2.4.4 A Renewable Energy Supplier may de-register in the WESM by following the procedures in Chapter 2 of the WESM Rules. The Renewable Energy Supplier shall be</u>		

			<u>deregistered with the Central Registration Body upon the effectivity of its de-registration from the WESM.</u>		
GEOP End-Users	(new)	(new)	<p>2.5 GEOP END-USERS</p> <p>2.5.1 Every 15th day of the month, <u>Network Service Providers shall notify the Central Registration Body and provide the customer information required in Section 2.5.2 of this manual of any end- user that has met the GEOP Demand Threshold.</u></p>	...of any end-user that <u>signified interest to participate in the GEOP</u> that has met the GEOP Demand Threshold...	Section 15.3 b) of Reso. 8, ERC Series of 2021 indicates the obligation of the NSP to provide information only when there's a customer that signified its interest to join GEOP.
GEOP End-Users	(new)	(new)	<p>2.5.2 <u>All Network Service Providers shall submit the following information to the Central Registration Body on newly qualified end-users within its franchise area that has met the GEOP Demand Threshold:</u></p> <p>a) <u>End-user name.</u> b) <u>Billing and service addresses.</u> c) <u>End-user's account number.</u> d) <u>End-user contact information (telephone numbers and e-mail addresses)</u> e) <u>Meter number.</u> f) <u>Meter specifications (interval metering, channels), and</u> g) <u>Confirmation that the end-user has signified interest to participate under GEOP.</u></p>	...within its franchise area that <u>signified interest to participate in the GEOP</u> that has met the GEOP Demand Threshold...	Section 15.3 b) of Reso. 8, ERC Series of 2021 indicates the obligation of the NSP to provide information only when there's a customer that signified its interest to join GEOP.
GEOP End-Users	(new)	(new)	2.5.3 <u>Network Service Providers shall use the form published by the Central Registration Body in the market information website in providing the customer</u>		

			<u>information of the end-users identified under Section 2.5.2.</u>		
GEOP End-Users	(new)	(new)	<p><u>2.5.4 Registration with the Central Registration Body</u></p> <p><u>An end-user that is directly connected to the transmission system, has met the GEOP Demand Threshold and elects to source its supply under the GEOP shall register in the WESM as an Indirect WESM Member in accordance with Chapter 2 of the WESM Rules and relevant Market Manuals</u></p>		
GEOP End-Users	(new)	(new)	<p><u>2.5.5 Cessation of Registration</u></p> <p><u>a) An incumbent Renewable Energy Supplier or Supplier of Last Resort shall initiate the cessation of registration of a GEOP End-User when it receives notice from the relevant Network Service Provider that the GEOP End-User has met any of the following conditions:</u></p> <p style="padding-left: 40px;"><u>i. Disconnection from its network; or</u></p> <p style="padding-left: 40px;"><u>ii. Reversion to being a Captive End-User.</u></p> <p><u>b) The incumbent Renewable</u></p>		

			<p><u>Energy Supplier or Supplier of Last Resort shall provide a notice to the Central Registration Body in writing which shall, among other things, specify the date on which the GEOP End- User shall cease to be registered, which date shall not be less than thirty (30) business days after the date on which the Renewable Energy Supplier or Supplier of Last Resort sends the notice.</u></p> <p><u>c) If the reason for cessation of registration is the disconnection of the GEOP End-User, the notice to be submitted by the incumbent Renewable Energy Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the proof of disconnection of GEOP End-User, as well as a notice of cessation to the Network Service Provider and copy of its proof of receipt of the notice.</u></p> <p><u>d) If the reason for cessation of registration is the</u></p>		
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			<p><u>reversion of the <i>GEOP End-User</i> to being a <i>Captive End-User</i>, the notice to be submitted by the incumbent <i>Renewable Energy Supplier</i> or <i>Supplier of Last Resort</i> to the <i>Central Registration Body</i> shall be accompanied by the confirmation by the <i>Network Service Provider</i> that the <i>GEOP End-User</i> has met the conditions for reversion and confirmation from the incumbent <i>Renewable Energy Supplier</i> or <i>Supplier of Last Resort</i> that the <i>GEOP End-User</i> has fulfilled all contractual obligations.</u></p> <p><u>e)The cessation shall be effective on the date stated in the notice submitted by the incumbent <i>Renewable Energy Supplier</i> or <i>Supplier of Last Resort</i> or on such other date as may be notified by the <i>Central Registration Body</i> which shall not be less than thirty (30) business days from the date the notice was sent by the incumbent <i>Renewable Energy Supplier</i> or <i>Supplier of Last</i></u></p>		
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			<p><u>Resort.</u> <u>Upon submission of the notice of cessation by the incumbent Renewable Energy Supplier or Supplier of Last Resort and on the effective date, the GEOP End-User shall cease to be registered as a GEOP End-User with the Central Registration Body and shall cease all activities relevant to a GEOP End-User.</u></p> <p><u>g) Notwithstanding cessation of registration, all outstanding obligations and liabilities to the Central Registration Body or to any other person, including financial liabilities and obligations which arose under the Retail Rules, of the GEOP End-User shall remain valid and subsisting until fully settled.</u></p> <p><u>h) A GEOP End-User may be registered again with the Central Registration Body upon approval of switch request submitted by a new Supplier.</u></p>		
METERING SERVICES PROVIDERS	(new)	(new)	<u>2.6 METERING SERVICES PROVIDERS</u>		Clarification on who shall act as default MSP for grid-connected GEOP EU

			<p><u>2.6.1 Registration with the Central Registration Body</u></p> <p><u>a) Before being able to provide metering services for GEOP End-Users, the Metering Services Provider of the GEOP End-User shall register in the WESM as a Retail Metering Services Provider in accordance with Chapter 2 of the WESM Rules and relevant market manuals.</u></p> <p><u>b) The Central Registration Body may require a Retail Metering Services Provider that is already registered and serving a Contestable Customer to submit additional registration requirements to provide services to a GEOP End-User.</u></p> <p><u>c) Distribution Utilities shall act as default Retail Metering Services Provider for GEOP End-Users with service addresses located within their franchise area shall register in the WESM in accordance with registration requirements.</u></p> <p><u>c)</u></p>		<p>and the requirement for applicable service agreements.</p>
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			<p><u>2.6.2 Deregistration</u></p> <p>a) Deregistration of a <i>Retail Metering Services Provider</i> shall be in <u>accordance with Chapter 2 of the WESM Rules and relevant market manuals.</u></p> <p>b) <u>The Central Registration Body shall approve the de-registration of the <i>Retail Metering Services Provider</i> if it has ceased to provide metering services to <i>Retail Customers</i> in accordance with Chapter 2 of the <i>Retail Rules</i>.</u></p>		
SUPPLIER OF LAST RESORT	(new)	(new)	<p>2.7 SUPPLIER OF LAST RESORT</p> <p><u>2.7.1 Registration with the Central Registration Body</u></p> <p>a) <u>Before providing electricity supply for <i>GEOP End-Users</i> within its franchise area during a last resort event, the <i>Network Service Provider</i> of the <i>GEOP End-User</i> shall register in the WESM as a <i>Supplier of Last Resort</i>. The application and its supporting requirements shall be assessed and evaluated in accordance with Chapter 2 of the WESM Rules and relevant market manuals.</u></p> <p>b) <u>The Central Registration Body</u></p>		<p>A DU, that may act as NSP and SOLR of a GEOP EU, procures electricity from renewable and non-renewable resources. Section 28.2 of the ERC Reso provides that the SOLR “may” purchase power “preferably” RE sources from the WESM (gross pool). This defeats the objective of the GEOP unless specific guidelines are set for the SOLR procurement.</p>

			<p><u>may require a <i>Supplier of Last Resort</i> that is already registered and serving a <i>Contestable Customer</i> to submit additional registration requirements to provide services to a <i>GEOP End-User</i>.</u></p> <p><u>2.7.2 Deregistration</u></p> <p><u>Deregistration of <i>Supplier of Last Resort</i> shall be in accordance with Chapter 2 of the WESM Rules and relevant market manuals.</u></p>		
PROHIBITED GEOP END-USER TRANSFER			<p><u>3.7 PROHIBITED GEOP END-USER TRANSFER</u></p> <p><u><i>A Renewable Energy Supplier</i> shall not be permitted to transfer a <i>GEOP End-User</i> to another <i>Renewable Energy Supplier</i> without the authorization of the affected <i>GEOP End-User</i> and without complying with the switching requirements and procedures set out in Section 3.3.</u></p> <p><u><i>The GEOP End-User</i> shall file a complaint with the Energy Regulatory Commission, in the event a prohibited <i>GEOP End-User</i> transfer has occurred.</u></p>	...to another Renewable Energy Supplier or to a non-RE Supplier...	For consistency with ERC Reso 8, Series of 2021 Section 21
			<p>2.8 CONTINUING COMPLIANCE</p> <p><u>To maintain its registration, the <i>Renewable Energy Supplier, Retail Metering Services Provider, or Supplier of Last Resort</i>, may be required by the <i>Central Registration Body</i> to submit information and documents to show that it continues to comply with the criteria required of <i>Renewable Energy Supplier</i>.</u></p>		

			<u><i>Retail Metering Services Provider, or Supplier of Last Resort.</i></u>		
CUSTOMER TRANSFER	(new)	(new)	<u>SECTION 3 CUSTOMER TRANSFER</u>		
COVERAGE	(new)	(new)	<p>3.1 COVERAGE</p> <p><u><i>This section describes the procedures for the switching of GEOP End-Users between a Renewable Energy Supplier and another Renewable Energy Supplier, or from a Distribution Utility to a Renewable Energy Supplier. This section also provides the conditions and procedures for the relocation of a customer, termination of a GEOP supply contract, and transfer of a GEOP End-User to a Supplier of Last Resort.</i></u></p> <p><u><i>Transfer of a GEOP End-User to a Retail Electricity Supplier or local RES is covered under the Retail Manual on Market Transaction Procedures.</i></u></p>		
OVERVIEW	(new)	(new)	<p>3.2 OVERVIEW</p> <p><u><i>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.</i></u></p> <p><u><i>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.</i></u></p>		

SWITCHING TO A RENEWABLE ENERGY SUPPLIER	(new)	(new)	<p>3.3 SWITCHING TO A RENEWABLE ENERGY SUPPLIER</p> <p><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:</u></p> <p><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></p> <p><u>b) the end-user has entered into a GEOP Supply Contract with a Renewable Energy Supplier;</u></p> <p><u>c) the end-user has entered into a valid Metering Services Agreement with a registered Retail Metering Services Provider; and</u></p> <p><u>d) if applicable, the 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</u></p>		
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			<u>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>		
			<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>a) the end-user has settled its financial obligations with the Distribution Utility or incumbent Supplier</u></p> <p><u>b) the Renewable Energy Supplier and the 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></p> <p><u>c) the Renewable Energy Supplier and the relevant Distribution Utility or Network Service Provider on the existence of a</u></p>		

			<p><u>valid wheeling service agreement covering the end-user.</u></p> <p><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 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 system enhancements.</u></p>		
			<p><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></p> <p>a) <u>Switch Request Form;</u></p> <p>b) <u>Copy of Renewable Energy</u></p>		

			<p><u>Supply Contract:</u></p> <p>c) <u>Copy of valid Wheeling Service Agreement:</u></p> <p>d) <u>Copy of valid Metering Services Agreement:</u></p> <p>e) <u>Connection Agreement between a GEOP End-User and its Network Service Provider;</u></p> <p>f) <u>Prudential Requirements; and</u></p> <p>g) <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></p>		
			<p><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></p>		
			<p><u>3.3.6 All deficiencies, 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</u></p>		

			<u>submissions. The aforementioned procedure shall likewise apply to regular switching from one <i>Renewable Energy Supplier</i> to another.</u>		
			<p><u>3.3.7 If the deficiency pertains to the metering requirements, the relevant <i>Retail Metering Services Provider</i> shall complete the requirements within fifteen (15) working days from its receipt of notice.</u></p> <p><u>For cases which requires 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></p>		
			<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 relevant <i>Network Service Provider</i> to provide the necessary information within two (2) working days from the receipt of the notification.</u>		
			<u>3.3.9 If the deficiencies in the application or requirements are not rectified within the prescribed timeframes, the <i>Central Registration Body</i> shall notify the <i>Renewable Energy Supplier</i>, the <i>incumbent Supplier</i> and the <i>Distribution Utility</i> or <i>Network Service Provider</i>, within three (3) working days that the processing of the switch request shall not proceed. Such notification is without</u>		

			<u>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>		
			<p><u>3.3.10 Within two (2) working days from its confirmation that the <i>prudential requirements</i>, metering requirements, and customer information requirements are 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></p> <p>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 e) GEOP End-User.</u></p>		
			<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>		

SWITCHING TO A SUPPLIER THAT IS NOT A RENEWABLE ENERGY SUPPLIER	(new)	(new)	<p>3.4 SWITCHING TO A SUPPLIER THAT IS NOT A RENEWABLE ENERGY SUPPLIER</p> <p>3.4.1 If a <i>GEOP End-user</i> wishes to switch to <u>a <i>Supplier</i> that is not a <i>Renewable Energy Supplier</i>. the new <i>Supplier</i> shall submit a switch request in accordance with the procedures under the <i>Retail Manual on Market Transaction Procedures</i>, provided that the end-user is also qualified to be a <i>Contestable Customer</i> and complies with the necessary requirements under applicable laws and issuances.</u></p> <p><u>The <i>Central Registration Body</i> shall update the registration category of the <i>GEOP End-User</i> at the switch effective date to the <i>Supplier</i> to a <i>Contestable Customer</i>.</u></p>		
SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<p>3.5 SWITCHING TO A DISTRIBUTION UTILITY</p> <p>3.5.1 <u>A <i>GEOP End-User</i> may revert to being a <i>Captive End-User</i>, subject to the following conditions or circumstances:</u></p> <p>a) <u>It has fulfilled its contractual obligations to the <i>Renewable Energy Supplier</i>.</u></p>		

			<p>b) <u>It has executed an agreement for the supply of electricity through the <i>Distribution Utility</i> in accordance with the Distribution Services and Open Access Rules (DSOAR):</u></p> <p>c) <u>Its average monthly peak demand has decreased below 75% of demand threshold set by ERC for the immediately preceding six (6) consecutive months and the same is not attributable to seasonal demand as confirmed by Central Registration Body and the Metering Service Provider, rendering it ineligible to participate in the Green Energy Option Program: and</u></p> <p>d) <u>Its contract with a Supplier of Last Resort has exceeded the maximum period.</u></p>		
SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<u>3.5.2 A GEOP End-User may only exercise its option to revert to being a Captive End-User once every twelve (12) months.</u>		
SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<u>3.5.3 A GEOP End-User shall notify its incumbent Renewable Energy Supplier or Supplier of Last Resort, and its Network Service Provider if it wishes to revert to being a Captive End-User.</u>		

SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<u>3.5.4 The incumbent Renewable Energy Supplier or Supplier of Last Resort shall initiate the cessation of registration the GEOP End-User due to reversion to being a Captive End-User in accordance with procedures under Section 2.5.5 of this manual.</u>		
SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<u>3.5.5 The Central Registration Body shall de- register the GEOP End-User at the effective date of reversion to the Distribution Utility.</u>		
SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<u>3.5.2 A GEOP End-User may only exercise its option to revert to being a Captive End-User once every twelve (12) months.</u>		
SWITCHING TO A DISTRIBUTION UTILITY	(new)	(new)	<u>3.5.3 A GEOP End-User shall notify its incumbent Renewable Energy Supplier or Supplier of Last Resort, and its Network Service Provider if it wishes to revert to being a Captive End-User.</u>		
CUSTOMER RELOCATION	(new)	(new)	<p>3.6 CUSTOMER RELOCATION</p> <p><u>3.6.1 A GEOP End-User who intends to transfer to a new service address within the Distribution Utility's franchise area and wishes to continue receiving service from its Renewable Energy Supplier shall send a prior Request for Relocation of Service to its Renewable Energy Supplier and the relevant Network Service Providers.</u></p>		
CUSTOMER RELOCATION	(new)	(new)	<u>3.6.2 The Renewable Energy Supplier shall inform the GEOP End-User whether it shall continue or discontinue its service at the GEOP End-User's new location within one (1) working day from receipt of the Request for Relocation of Service. In case of</u>		

			<p><u>discontinuance, the reason therefore shall be provided by the <i>Renewable Energy Supplier</i>. Likewise, within the same period provided herein, the <i>Renewable Energy Supplier</i> shall send a copy of the <i>GEOP End-User's Request for Relocation of Service</i>, along with a notice to continue or discontinue the <i>Renewable Energy Supplier's</i> service to the <i>Central Registration Body</i>. In the event that the <i>Renewable Energy Supplier</i> opted not to continue the service at the new location, the <i>GEOP End-User</i> shall endeavor to find a new <i>Renewable Energy Supplier</i> and undergo the Switching Procedures under Section 3 of this <i>Market Manual</i>.</u></p>		
CUSTOMER RELOCATION	(new)	(new)	<p>3.6.3 <u>If the <i>Renewable Energy Supplier</i> shall continue its service, the <i>Central Registration Body</i> shall forward the <i>Request for Relocation of Service</i> to the <i>Distribution Utility</i> within one (1) working day from receipt of the notice from the <i>Renewable Energy Supplier</i>.</u></p> <p><u>The <i>Distribution Utility</i> shall send notice of approval or disapproval of such request to the <i>Renewable Energy Supplier</i> through the <i>Central Registration Body</i> within two (2) working days from receipt of the <i>Central Registration Body's</i> notice. In case of approval, the <i>Renewable Energy Supplier</i> shall enter into</u></p>		

			<p><u>negotiations with the Distribution Utility and that they shall have a perfected Distribution Wheeling Services Agreement within three (3) working days from receipt of the notice of the approval.</u></p> <p><u>The Distribution Utility shall then send a notice to the Central Registration Body that the Distribution Wheeling Services Agreement has been perfected and the effective date and time for the commencement of the service in the new location within two (2) working days from perfection of the Distribution Wheeling Services Agreement.</u></p>		
CUSTOMER RELOCATION	(new)	(new)	<p><u>3.6.4 The Central Registration Body shall forward the Distribution Utility's notice of perfection of the Distribution Wheeling Services Agreement to the Renewable Energy Supplier within one (1) working day from receipt of such notice and the Renewable Energy Supplier shall then forward the notice to its GEOP End-User within one (1) working day from receipt thereof.</u></p>		
CUSTOMER RELOCATION	(new)	(new)	<p><u>3.6.5 The Distribution Utility and GEOP End-User shall have a new connection agreement at the new location. The relocation date shall take into consideration the Distribution Utility's completion of connection facilities at the new location.</u></p>		
CUSTOMER RELOCATION	(new)	(new)	<p><u>3.6.6 A GEOP End-User who intends to transfer to a new service address in another franchise area and wishes to continue</u></p>		

			<u>receiving service from its <i>Renewable Energy Supplier</i> shall be governed by the procedures for new applications as provided in this <i>Market Manual</i>.</u>		
PROHIBITED GEOP END-USER TRANSFER	(new)	(new)	<p>3.7 PROHIBITED GEOP END- USER <u>TRANSFER</u></p> <p><u>A <i>Renewable Energy Supplier</i> shall not be permitted to transfer a <i>GEOP End-User</i> to another <i>Renewable Energy Supplier</i> without the authorization of the affected <i>GEOP End-User</i> and without complying with the switching requirements and procedures set out in Section 3.3.</u></p> <p><u>The <i>GEOP End-User</i> shall file a complaint with the Energy Regulatory Commission, in the event a prohibited <i>GEOP End-User</i> transfer has occurred.</u></p>		
TERMINATION OF SUPPLY	(new)	(new)	3.8 TERMINATION OF SUPPLY		
			<u>3.8.1 If a <i>GEOP End-User</i> decides to terminate its <i>GEOP Supply Contract</i> with its <i>Renewable Energy Supplier</i> before the end of the term of the <i>GEOP Supply Contract</i>, the <i>GEOP End-User</i> shall inform the <i>Renewable Energy Supplier</i> and the latter shall process the termination of the <i>GEOP Supply Contract</i> in accordance with the <i>Termination Clause</i> of such contract.</u>		
			<u>3.8.2 The <i>Renewable Energy Supplier</i> shall then submit a <i>Notice of Pre-termination</i> of <i>GEOP Supply Contract</i> to the <i>Central</i></u>		

			<u>Registration Body within one (1) working day from the effectivity of the pre-termination.</u>		
			<u>3.8.3 The Central Registration Body shall forward the notice to the Network Service Provider within one (1) working day from receipt of the GEOP Supply Contract Termination Notice. The Network Service Provider and the Renewable Energy Supplier or GEOP End-User shall act on the termination of the Distribution Wheeling Services Agreement or Transmission Service Agreement for that GEOP End-User within three (3) working days.</u>		
			<p><u>3.8.4 If the Renewable Energy Supplier does not intend to renew the supply contract upon its expiration, the Renewable Energy Supplier shall send a Notice of Non-Renewal to the GEOP End-User and the Central Registration Body at least thirty (30) business days prior to the expiration of the said supply contract.</u></p> <p><u>The Central Registration Body shall forward to the Network Service Provider the Notice of Non-Renewal, within one (1) business day from receipt thereof.</u></p>		
			<u>3.8.5 The Central Registration Body shall also notify the relevant Renewable Energy Supplier of the forthcoming expiration of its GEOP Supply Contract with a GEOP End-User thirty (30) business days prior to the</u>		

			<u>expiration of its existing GEOP Supply Contract.</u>		
			<p>3.8.6 <u>In case of termination of the supply contract, the <i>GEOP End-User</i> may:</u></p> <p>a) <u>Switch to a new Supplier in accordance with the requirements and procedures under Sections 3.2 or 3.3 of this <i>Market Manual</i>: or</u></p> <p>b) <u>Revert to being a <i>Captive End-User</i> in accordance with the requirements and procedures set in Section 3.5 of this <i>Market Manual</i>: or</u></p> <p>c) <u>Transfer to a <i>Supplier of Last Resort</i> in accordance with requirements and procedures set in Clause 3.9 of this <i>Market Manual</i>.</u></p>	... a) Switch to a new RE Supplier, or a non-RE Supplier making it a general Contestable Customer , in accordance	<p>For clarity.</p> <p>Comment on Condition c) is similar to previous comment on DUs being a SOLR.</p>
TRANSFER TO A SUPPLIER OF LAST RESORT	(new)	(new)	<p>3.9 <u>TRANSFER TO A SUPPLIER OF LAST RESORT</u></p> <p>3.9.1 <u>A <i>GEOP End-User</i> shall be transferred to a <i>Supplier of Last Resort</i> upon occurrence of any one of the following <i>Last Resort Supply Events</i>:</u></p> <p>a) <u>the <i>Renewable Energy Supplier</i> has ceased to operate;</u></p> <p>b) <u>the <i>Renewable Energy Supplier's</i></u></p>		<p>Similar to previous comment on DUs being a SOLR and reconsidering the classification of the customer as GEOP EU</p>

			<p><u>license has been revoked by the Energy Regulatory Commission;</u></p> <p><u>c) the Renewable Energy Supplier's operating permit has been revoked by the Department of Energy;</u></p> <p><u>d) the Renewable Energy Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</u></p> <p><u>e) the Wheeling Services Agreement between the Renewable Energy Supplier and Distribution Utility has been terminated;</u></p> <p><u>f) the Transmission Service Agreement between the Renewable Energy Supplier/GEOP End-User and National Transmission Corporation or its successors-in-interest or concessionaire has been terminated;</u></p> <p><u>g) Failure to renew or secure a new</u> <u>GEOP Supply Contract; or</u></p> <p><u>h) any other analogous event which the Energy Regulatory Commission may deem as a Last Resort Supply Event.</u></p> <p><u>3.9.2 Upon the occurrence of any of the Last Resort Supply Events, the</u></p>		
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			<p><u>Renewable Energy Supplier shall notify the Central Registration Body, submitting relevant documents as proof, and the GEOP End-User within the hour of discovery of the happening of the Last Resort Supply Event.</u></p> <p><u>3.9.3. Within two (2) working days from receipt of the notice under Section 3.9.2, the GEOP End-User shall inform the Central Registration Body whether or not it will avail of the service from a Supplier of Last Resort.</u></p> <p><u>3.9.4 Upon receipt of notice from the Retail Customer under the Green Energy Option Program and determination of the occurrence of a last resort event, the Central Registration Body shall send notices to the Retail Customer and Supplier of Last Resort within one (1) working day of the effective date of the Retail Customer's transfer to the latter.</u></p>		
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			<p><u>3.9.5</u> <u>Within one (1) working day upon receiving notice from the <i>GEOP End- User</i> under Section 3.9.4, the Supplier of Last Resort shall inform the <i>GEOP End-User</i> of the terms of its supply contract and the applicable rates.</u></p> <p><u>3.9.6</u> <u>Within two (2) working days upon receiving notice from the <i>GEOP End- User</i> under Section 3.9.4, the Supplier of Last Resort shall submit a switch request for the transfer of the <i>GEOP End-User</i> in accordance with applicable requirements and procedures under Section 3.3 of this <i>Market Manual</i>.</u></p> <p><u>3.9.7</u> <u>Upon evaluation, the <i>Central Registration Body</i> shall either approve or disapprove the switch request in accordance with switching procedures under Section 3.3 of this <i>Market Manual</i>.</u></p> <p><u>3.9.8</u> <u><i>GEOP End-Users</i> who opt not to avail or fail to transfer to a Supplier of Last Resort shall revert to being a Captive End-user, subject to conditions and procedures under Section 3.5.</u></p>		
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DISCONNECTION AND RECONNECTION	(new)	(new)	<p>3.10 DISCONNECTION AND RECONNECTION</p> <p><u>3.10.1 In the event that a <i>GEOP End-User</i> fails to pay its <i>Renewable Energy Supplier</i> in accordance with their supply contract, the <i>Renewable Energy Supplier</i> shall send a notice of disconnection to the <i>GEOP End-User</i> and the <i>Central Registration Body</i> forty-eight (48) hours prior to disconnection.</u></p> <p><u>3.10.2 Upon receipt of the notice under Clause 3.10.1, the <i>Central Registration Body</i> shall forward the notice of disconnection to the Network Service Provider of the <i>GEOP End-User</i> within twenty-four (24) hours from such receipt.</u></p> <p><u>3.10.3 Upon determination that the <i>GEOP End-User</i> has not settled its obligation within the 48-hour period, the <i>Renewable Energy Supplier</i> shall send a request for disconnection to the <i>Central Registration Body</i>.</u></p> <p><u>3.10.4 Upon receipt of the request under</u></p>		
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			<p><u>Section 3.10.3, the <i>Central Registration Body</i> shall forward the request for disconnection to the <i>Network Service Provider</i> of the <i>GEOP End-User</i> within twenty-four (24) hours.</u></p> <p><u>3.10.5 The <i>Network Service Provider</i> shall disconnect the <i>GEOP End-User</i> within twenty-four (24) hours from receipt of the request for disconnection and notify the <i>Central Registration Body</i> of the disconnection. The <i>Network Service Provider</i> shall not be responsible for verifying the validity of the Renewable Energy Supplier's request for disconnection.</u></p> <p><u>3.10.6 Upon determination that the grounds for disconnection of the <i>GEOP End- User</i> has been remedied, the <i>Renewable Energy Supplier</i> shall immediately submit a request for reconnection to the <i>Central Registration Body</i>.</u></p> <p><u>3.10.7 Upon receipt of the request under Clause 3.10.6, the <i>Central Registration Body</i> shall forward the request for reconnection to the <i>Network Service Provider</i> of the <i>GEOP End-User</i> within twenty-four</u></p>		
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			<u>(24) hours.</u>		
REPORTING	(new)	(new)	<p>3.11 REPORTING</p> <p><u>3.11.1 The Central Registration Body shall submit to the Energy Regulatory Commission every 15th day after the end of each month a report which shows the registration records and database as listed in Section 2.3.</u></p> <p><u>3.11.2 The Central Registration Body shall submit Quarterly Reports to the Energy Regulatory Commission, every 15th day of the month following the quarter in review, which shall include the following information:</u></p> <ul style="list-style-type: none"> <u>a) List of GEOP End-Users' name served by each Renewable Energy Supplier;</u> <u>b) Meter number;</u> <u>c) Monthly registered demand (in kW);</u> <u>d) Monthly metered quantity (in kWh);</u> <u>e) Number of GEOP End-Users that switched, sorted by the Distribution Utility franchise area; and</u> <u>f) Percent (%) increase in switching per Distribution Utility franchise</u> 		

			<p><u>area:</u></p> <p><u>3.11.3 The Central Registration Body shall provide any other information that the Energy Regulatory Commission deems necessary or useful in carrying out its duties and obligations.</u></p> <p><u>3.11.4 The Energy Regulatory Commission shall accord certain information disclosed and identified by the respective entities such level of strict confidentiality by subjecting the same to appropriate protective measures, as may be applicable.</u></p>		
DISPUTES	(new)	(new)	<p>3.12 DISPUTES</p> <p><u>3.12.1 In case of emergencies affecting the operation of the Central Registration and Settlement System, the Central Registration Body shall provide notice to the Energy Regulatory Commission, Network Service Providers, Metering Service Providers and Renewable Energy Suppliers by email and/or publication in the market information website of such fact within one (1)</u></p>		

			<p><u>hour from its occurrence. During such event, transactions shall be done through electronic mail, fax or other means of communication capable of time stamping.</u></p> <p><u>3.12.2 In case of discrepancies in data, data from the <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> shall be used while the dispute is being investigated by Energy Regulatory Commission.</u></p> <p><u>3.12.3 Requests, notices, responses, and data sent or received by the <i>Central Registration Body</i> beyond 17:00 shall be deemed to have been sent or received on the first working hour of the next working day.</u></p>		
METERING	(new)	(new)	<p>4 SECTION 4 METERING</p> <p><u>The metering installation standards, the procedures for the registration, collection, validation and profiling of <i>metering data of GEOP End-Users</i> for use in <i>WESM</i> settlements and the performance management of <i>Retail Metering Services Provider</i> serving <i>GEOP End-Users</i> shall conform with Chapter 4 of the <i>Retail Rules</i>, the <i>Retail Manual on Metering Standards and Procedures</i>, and as applicable, the <i>Philippine Grid Code</i>, the <i>Philippine Distribution Code</i>, <i>Open Access Transmission Service Rules</i>,</u></p>		

			<u>the WESM Rules and the WESM Manual on Metering Standards and Procedures.</u>		
SETTLEMENT	(new)	(new)	5 SECTION 5 SETTLEMENT		
COVERAGE	(new)	(new)	5.1 COVERAGE <u>This section describes the procedures for the calculation of the gross energy settlement quantities of Renewable Energy Suppliers for use in WESM settlements.</u>		
DETERMINATION OF SETTLEMENT QUANTITIES	(new)	(new)	5.2 DETERMINATION OF SETTLEMENT QUANTITIES 5.2.1 <u>The metered quantity of each GEOP End-User connected to a grid off-take metering point shall be determined as the net metered flows at their respective metering installations associated with such grid off-take metering point.</u> 5.2.2 <u>The Central Registration Body shall determine the metered quantity of the GEOP End-Users at a grid off-take metering point using the metering data for each dispatch interval provided by the relevant GEOP Metering Services Provider and, if applicable, converted by the Central Registration Body under the Retail Manual on Metering Standards and Procedures.</u> 5.2.3 <u>The gross energy settlement quantity of a Renewable Energy Supplier shall be determined for each grid off-take metering point</u>		

			<p>with which it has a <u>GEOP End-User</u>.</p> <p>5.2.4 <u>The gross energy settlement quantity of each Renewable Energy Supplier for each grid off-take metering point shall be determined as the sum of the metered quantities of all GEOP End- Users associated with such grid off- take metering point.</u></p>		
USE OF SETTLEMENT QUANTITIES	(new)	(new)	<p>5.3 USE OF SETTLEMENT QUANTITIES</p> <p>5.3.1 <u>The Market Operator shall use the gross energy settlement quantities of Renewable Energy Suppliers determined under Section 5.2.4 for WESM settlement.</u></p> <p>5.3.2 <u>The settlement and billing of the transactions of Renewable Energy Suppliers in the WESM shall be performed by the Market Operator in accordance with the settlement process set out in Chapter 3 of the WESM Rules.</u></p>		
SETTLEMENT OF GEOP END-USERS WITH THEIR RENEWABLE ENERGY SUPPLIERS	(new)	(new)	<p>5.4 SETTLEMENT OF GEOP END-USERS WITH THEIR RENEWABLE ENERGY SUPPLIERS</p> <p><u>Billing and settlement of the transactions of the GEOP End-Users with their respective Renewable Energy Suppliers shall be</u></p>		

			<u>performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the <i>Energy Regulatory Commission</i> and other competent agencies.</u>		
PRUDENTIAL REQUIREMENTS	(new)	(new)	<p>5.5 PRUDENTIAL REQUIREMENTS</p> <p><u>5.5.1 Renewable Energy Suppliers shall comply with the prudential requirements as set out in Chapter 3 of the <i>WESM Rules</i>.</u></p> <p><u>The amount of security that will be required of a Renewable Energy Supplier shall be determined based on the trading limit and maximum exposure determined in accordance with Chapter 3 of the <i>WESM Rules</i>.</u></p>		
SETTLEMENT INFORMATION	(new)	(new)	<p>5.6 SETTLEMENT INFORMATION</p> <p><u>5.6.1 Settlement information identifiable to Renewable Energy Suppliers shall be treated as confidential information by the Market Operator and the Central Registration Body and shall be subject to the provisions of Chapter 5 of the <i>WESM Rules</i>.</u></p> <p><u>5.6.2 Access to settlement information pertaining to GEOP End-Users shall be provided to their respective Renewable Energy Supplier counterparties, provided, however that those GEOP End-Users may be provided access to their own settlement information upon request from the Central Registration Body.</u></p>		For Clarification: Are the line rentals of GEOP end-users also sourced from renewable energy suppliers? If so, how is this ensured, how is it shown in the settlements?

