

**WHOLESALE ELECTRICITY SPOT MARKET  
RULES CHANGE COMMITTEE**

**RESOLUTION No. 2010-05**

**Proposed Amendments to the WESM Rules concerning  
Dispute Resolution Provisions**

**WHEREAS**, on 23 January 2008, the Dispute Resolution Group (DRG) submitted the Proposed Amendments to the WESM Rules concerning Dispute Resolution Provisions to the Rules Change Committee (RCC), for consideration and approval;

**WHEREAS**, on 10 December 2008, the proposed rules change was approved by the previous RCC;

**WHEREAS**, during the 44<sup>th</sup> PEM Board (the "Board") Meeting on 24 February 2010, the Board remanded to and directed the newly-constituted RCC to further deliberate on the proposed rules change to incorporate new developments in the market and the power industry;

**WHEREAS**, during the 32<sup>nd</sup> RCC Meeting on 07 April 2010, in compliance with the Board's directive, the proposed rules was presented to the RCC, for further discussion;

**WHEREAS**, during the 33<sup>rd</sup> RCC Meeting on 05 May 2010, the RCC agreed to remand to the DRG the proposed rules change for the DRG to deliberate the comments and suggestions of MERALCO on the proposed rules change;

**WHEREAS**, during the 34<sup>th</sup> RCC Meeting on 02 June 2010, the Acting Dispute Resolution Administrator (DRA) presented the proposed rules change, as amended, in response to the comments and suggestions of MERALCO, for the review and approval by the RCC;

**WHEREAS**, during the same meeting, the RCC approved the proposed rules change, as amended;

**NOW THEREFORE**, we, the undersigned and in behalf of the sector we represent, hereby resolve as follows:

**RESOLVED**, that the proposed amendments to the WESM Rules, as revised by the RCC, (attached as Annex "A") are adopted and approved in full;

**RESOLVED FINALLY**, that the proposed amendments to the WESM Rules be endorsed to the PEM Board for approval.

Done this 02 June 2010, Pasig City.

*Out*

<p>Approved by :</p> <p><b>RULES CHANGE COMMITTEE</b></p> <p><i>[Signature]</i>  <b>Epictetus E. Patalinghug</b>  Acting Chairperson  Independent  University of the Philippines  (UP)</p>	
<p>Members:</p>	
<p><b>Cherry Aquino-Javier</b>  Generation Sector  AES Philippines  (AES)</p>	<p><b>Ralph T. Crisologo</b>  Generation Sector  SN Aboitiz Power  (SNAP)</p>
<p><b>Liberty Z. Dumlao</b>  Generation Sector  Power Sector Assets and Liabilities Management  Corporation (PSALM)</p>	<p><b>Alfredo L. Licudine, Jr.</b>  Generation Sector  National Power Corporation  (NAPOCOR)</p>
<p><b>Raul Joseph G. Seludo</b>  Transmission Sector  National Grid Corporation of the Philippines  (NGCP)</p>	<p><b>Robinson P. Descanzo</b>  Market Operator  Philippine Electricity Market Corporation  (PEMC)</p>
<p><b>Vicente C. Sioson</b>  Distribution Sector (PDU)  Manila Electric Company  (MERALCO)</p>	<p><b>Augusto D. Sarmiento</b>  Distribution Sector (PDU)  Dagupan Electric Corporation  (DECORP)</p>
<p><b>Jose P. Santos</b>  Distribution Sector (EC)  Ilocos Norte Electric Cooperative  (INEC)</p>	<p><b>Conrado D. Pecjo</b>  Supply Sector  Angeles Power, Inc.</p>
<p><b>Gloria P. Gerilla-Teknomo</b>  Independent  CPI-Energy Phils., Inc.</p>	
	<p>Certified True and Correct:</p> <p><i>[Signature]</i>  <b>Elaine D. Gonzales</b>  RCC Secretary  PEMC</p>

### Proposed Amendment to the WESM Rules

Title	Section	Provision	Proposed Amendment	Rationale
Formation of Committees	1.4.6	<p>The <i>PEM Board</i> shall form working groups and appoint qualified personnel who shall act as the following:</p> <ul style="list-style-type: none"> <li>(a) The <i>PEM Auditor</i> to conduct audits of the operation of the <i>spot market</i> and of the <i>Market Operator</i> in accordance with clause 1.5;</li> <li>(b) A <i>Market Surveillance Committee</i> to monitor and report on activities in the <i>spot market</i> in accordance with clause 1.6;</li> <li>(c) A Technical Committee to monitor and review technical matters under and in relation to the <i>WESM Rules</i>, the <i>Grid Code</i> and <i>Distribution Code</i> in accordance with clause 1.7;</li> <li>(d) A <i>Rules Change Committee</i> to assist the <i>PEM Board</i> and the <i>DOE</i> in relation to the revision and amendment of the <i>WESM Rules</i> in accordance with chapter 8, and the formulation, revision and amendment of market manuals, procedures and guidelines; and</li> <li>(e) A <i>Dispute Resolution Administrator</i> to facilitate the mediation of the dispute between the parties to reach resolution within a specified period of time in accordance with the dispute resolution process under chapter 7.</li> </ul>	<p>The <i>PEM Board</i> shall form working groups and appoint qualified personnel who shall act as the following:</p> <ul style="list-style-type: none"> <li>(a) The <i>PEM Auditor</i> to conduct audits of the operation of the <i>spot market</i> and of the <i>Market Operator</i> in accordance with clause 1.5;</li> <li>(b) A <i>Market Surveillance Committee</i> to monitor and report on activities in the <i>spot market</i> in accordance with clause 1.6;</li> <li>(c) A Technical Committee to monitor and review technical matters under and in relation to the <i>WESM Rules</i>, the <i>Grid Code</i> and <i>Distribution Code</i> in accordance with clause 1.7;</li> <li>(d) A <i>Rules Change Committee</i> to assist the <i>PEM Board</i> and the <i>DOE</i> in relation to the revision and amendment of the <i>WESM Rules</i> in accordance with chapter 8, and the formulation, revision and amendment of market manuals, procedures and guidelines; and</li> <li>(e) A <i>Dispute Resolution Administrator</i> to facilitate the <b>resolution</b> <del>mediation</del> of the <del>disputes</del> between the parties to <del>reach resolution</del> <b>and</b> in accordance with the dispute resolution process under chapter 7.</li> </ul>	The authority of the DR Administrator is not limited to mediation since mediation is only a preliminary step to the dispute resolution process.
Ancillary Services Agreements	3.3.3.7	Any dispute between the <i>System Operator</i> and the <i>Ancillary Services Provider</i> in relation to the determination of a payment under an <i>ancillary services agreement</i> shall be determined by the <i>Dispute Resolution Administrator</i> in accordance with clause 7.3.	Any dispute between the <i>System Operator</i> and the <i>Ancillary Services Provider</i> in relation to the determination of a payment under an <i>ancillary services agreement</i> shall be <b>resolved</b> <del>determined by the Dispute Resolution Administrator</del> in accordance with clause 7.3.	Generally, the DR Administrator does not personally resolve disputes between parties.

Title	Section	Provision	Proposed Amendment	Rationale
SCOPE OF CHAPTER 7	7.1	In line with the principles of self-governance, expeditious, just and least expensive disposition of disputes and considering the continuous nature of the transactions and operations of the <i>WESM</i> , this chapter sets out: (a) The responsibilities for ensuring that all <i>WESM Members</i> comply with the <i>WESM Rules</i> ; (b) The procedures on how the alleged breaches will be dealt with including: (1) The correct party to whom notice of an alleged breach of the <i>WESM Rules</i> by a <i>WESM Member</i> shall be given; (2) The manner in which an alleged breach is to be investigated; (3) The manner in which a breach is to be sanctioned; (c) Other provisions on how disputes are to be resolved; and (d) Appointment of an Enforcement and Compliance Officer, a <i>Dispute Resolution Administrator</i> and <i>Dispute Resolution Panel</i> .	In line with the principles of self-governance, expeditious, just and least expensive disposition of disputes and considering the continuous nature of the transactions and operations of the <i>WESM</i> , this chapter sets out: (a) The responsibilities for ensuring that all <i>WESM Members</i> comply with the <i>WESM Rules</i> ; (b) The procedures on how the alleged breaches will be dealt with including: (1) The correct party to whom notice of an alleged breach of the <i>WESM Rules</i> by a <i>WESM Member</i> shall be given; (2) The manner in which an alleged breach is to be investigated; (3) The manner in which a breach is to be sanctioned; (c) Other provisions on how disputes are to be resolved; and (d) Appointment of an <i>Enforcement and Compliance Officer</i> , a <i>Dispute Resolution Administrator</i> , <b>and members of the <u>Dispute Resolution Group</u></b> and <i>Dispute Resolution Panel</i> .	Chapter 7 provides separate procedures for the selection of members of the DR Group and the DR Panel.
Application and Guiding Principles	7.3.1.1	The dispute resolution procedures set out in this clause 7.3 apply to all disputes which may arise between any of the following: (a) The <i>Market Operator</i> ; (b) The <i>System Operator</i> ; (c) The <i>PEM Board</i> and its Working Groups except the <i>Dispute Resolution Administrator</i> ; (d) <i>WESM Members</i> ; (e) Intending <i>WESM Members</i> ; and (f) Persons who have been notified by the <i>Market Operator</i> under clause 2.4.6.2	The dispute resolution procedures set out in this clause 7.3 apply to all disputes which may arise between any of the following: (a) The <i>Market Operator</i> ; (b) The <i>System Operator</i> ; <del>(c) The <i>PEM Board</i> and its Working Groups except the <i>Dispute Resolution Administrator</i>;</del> <b>(d) (c) <i>WESM Members</i>;</b> <del>(e) (d) Intending <i>WESM Members</i>; and</del> <b>(f) (e) Persons who have been notified by the <i>Market Operator</i> under clause</b>	The PEM Board exercises supervision over the DR Group and the DR Administrator, while the other Working Groups are of the same rank as the DR Administrator. It would be irregular for the DR Group and the DR Administrator to decide disputes against a body that has control over it (PEM Board), or that with which it has the same rank/level (Working Groups).

Title	Section	Provision	Proposed Amendment	Rationale
		<p>that an application for registration as a <i>WESM Member</i> has been unsuccessful, as to:</p> <ul style="list-style-type: none"> <li>(g) The application or interpretation of the <i>WESM Rules</i>; or</li> <li>(h) A dispute under or in relation to a contract between two or more persons or entities referred to in clauses 7.3.1.1 (a) to (f) where that contract provides that the dispute resolution procedures under the <i>WESM Rules</i> are to apply to any dispute under or in relation to that contract with respect to the application of the <i>WESM Rules</i>; or</li> <li>(i) A dispute under or in relation to the rules and regulations issued by the <i>ERC</i> and <i>DOE</i> under the <i>Act</i>, where such rules and regulations provide that the dispute resolution procedures under the <i>WESM Rules</i> are to apply to any dispute under or in relation to that rules and regulations; or (As amended by DOE No. 2005-11-010 dated 11 November 2005)</li> <li>(j) The failure of an entity or entities referred to in clauses 7.3.1.1 (a) to (e) to act or behave in a manner consistent with the <i>WESM Rules</i>; or</li> <li>(k) An obligation to settle payment under the <i>WESM Rules</i>; or</li> <li>(l) The failure of a person referred to in clause 7.3.1.1 (f) to become registered as a <i>WESM Member</i> under chapter 2.</li> </ul>	<p><b>2.5.6.1</b> that their application for registration as a <i>WESM Member</i> has been unsuccessful, as to:</p> <ul style="list-style-type: none"> <li><b>(i)</b> The application or interpretation of the <i>WESM Rules, including the Market Manuals</i>; or</li> <li><b>(ii)</b> A dispute under or in relation to a contract between two or more persons or entities referred to in clauses 7.3.1.1 (a) to <b>(e)</b> where that contract provides that the dispute resolution procedures under the <i>WESM Rules</i> are to apply to any dispute under or in relation to that contract with respect to the application of the <i>WESM Rules</i>; or</li> <li><b>(iii)</b> A dispute under or in relation to the rules and regulations issued by the <i>ERC</i> and <i>DOE</i> under the <i>Act</i>, where such rules and regulations provide that the dispute resolution procedures under the <i>WESM Rules</i> are to apply to any dispute under or in relation to <del>that</del> <b>such</b> rules and regulations; or</li> <li><b>(iv)</b> The failure of an entity or entities referred to in clauses 7.3.1.1 (a) to <b>(d)</b> to act or behave in a manner consistent with the <i>WESM Rules</i>; or</li> <li><b>(v)</b> An obligation to settle payment under the <i>WESM Rules</i>; or</li> <li><b>(vi)</b> The failure of a person referred to in clause 7.3.1.1 <b>(e)</b> to become registered as a <i>WESM Member</i> under chapter 2.</li> </ul>	<p>The Market Manuals provide the details for the implementation of the <i>WESM Rules</i>. As such, disputes thereon must also be deemed a dispute covered by Chapter 7. Other revisions are clerical.</p>
Application and Guiding Principles	7.3.1.2	For the avoidance of doubt, the dispute resolution procedures set out in this clause 7.3 apply to disputes between two or more entities from and within each of the categories set out in	For the avoidance of doubt, the dispute resolution procedures set out in this clause 7.3 apply to disputes between two or more entities from and within each of the categories	Correction for consistency due to deletion of par. (c) in 7.3.1.1 and renumbering of subsequent paragraphs.

Title	Section	Provision	Proposed Amendment	Rationale
		clauses 7.3.1.1 (a) to (e) and (f) as appropriate.	set out in clauses 7.3.1.1 (a) to (e) and <del>(f)</del> as appropriate.	
Application and Guiding Principles	7.3.1.4	<i>WESM Members</i> shall comply with the dispute resolution process of the <i>WESM Rules</i> before filing a complaint to the <i>ERC</i> .	<i>WESM Members</i> shall comply with the dispute resolution process of the <i>WESM Rules</i> before filing a complaint <del>to</del> <b>with</b> the <i>ERC</i> .	Clerical correction
Appointment of Dispute Resolution Administrator and Panel Group	7.3.2	Appointment of Dispute Resolution Administrator and Panel Group	Appointment of Dispute Resolution Administrator and <del>Panel Group</del> <b>Dispute Resolution Group Members</b>	The qualifications for selecting the members of the DR Group are taken up in another subsection.
Appointment of Dispute Resolution Administrator and Panel Group	7.3.2.1	The <i>PEM Board</i> shall appoint a person to act as the <i>Dispute Resolution Administrator</i> who shall also be part of the <i>Dispute Resolution Group</i> .	The <i>PEM Board</i> shall appoint a person to act as the <i>Dispute Resolution Administrator</i> <del>who shall also be part of the <i>Dispute Resolution Group</i></del> . <b><u>The Dispute Resolution Administrator shall be appointed for a fixed term of three (3) years and shall be eligible for reappointment for one additional fixed term of three (3) years.</u></b>	The term of the appointment of the DR Administrator is not provided in the WESM Rules. The five-year term of the DR Administrator (as provided under the Dispute Resolution Market Manual) was replaced with a shorter period of three (3) years considering that historically, trading participants have not yet availed of the dispute resolution process under the WESM Rules.
Appointment of Dispute Resolution Administrator and Panel Group	7.3.2.2	The <i>Dispute Resolution Administrator</i> shall: (a) Have a detailed understanding and experience of alternative dispute resolution practice and procedures which do not involve litigation; (b) Have the capacity to determine the most appropriate alternative dispute resolution procedures in particular circumstances; (c) Have an understanding of the electricity industry; (d) Has not been employed by any electric	<b><u>In addition to such qualifications as may be fixed by the PEM Board, the Dispute Resolution Administrator shall:</u></b> <b><u>(a) Be of proven integrity;</u></b> (b) Have a detailed understanding and experience of alternative dispute resolution practice and procedures which do not involve litigation; (c) Have the capacity to determine the most appropriate alternative dispute resolution procedures in particular circumstances; (d) Have an understanding of the electricity	Since the DR Administrator will be acting in an adjudicatory capacity in addition to his administrative duties, he should have the qualities of an impartial and competent judge.

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		<p>power industry participant, or a company or body related to or associated with a <i>WESM Participant</i> at least one year before appointment; and</p> <p>(e) Agrees not to be employed by and does not accept employment with any electric power industry participant, or a company or body related to or associated with a <i>WESM Member</i> within one year after the person ceases to be a <i>Dispute Resolution Administrator</i>.</p>	<p>industry;</p> <p><del>(e) Has not been employed by any electric power industry participant, or a company or body related to or associated with a <i>WESM Participant</i> at least one year before appointment; and</del></p> <p><del>(f) Agrees not to be employed by and does not accept employment with any electric power industry participant, or a company or body related to or associated with a <i>WESM Member</i> within one year after the person ceases to be a <i>Dispute Resolution Administrator</i>.</del></p> <p><b><u>(e) Be independent of the Philippine electric power industry, as defined in clause 1.4.2.7; and</u></b></p> <p><b><u>(f) Not have been employed by the Government within one (1) year prior to his appointment date.</u></b></p>	<p>Since the DR Administrator must be an impartial judge, he must be independent of the Philippine electric power industry. Paragraphs (d) and (e) are mere elements of independence as defined in clause 1.4.2.7 of the WESM Rules and may thus be deleted.</p> <p>Par. (f) was added by the RCC upon motion that the DR Administrator should, like the PEM Auditor, be independent of the Government. Since no such qualification appears in the PEM Audit Market Manual, the proposal was modified following the proposed amendment to Clause 1.4.2.7 of the WESM Rules which was submitted by the Special WESM Rules Review Committee (SWRRC).</p>
		<i>New Provision</i>	<b><u>7.3.3. Selection of Members of the Dispute Resolution Group</u></b>	To avoid renumbering clauses 7.3.4 to 7.3.14 due to the deletion of 7.3.3; also consistent with revisions to 7.3.2.
Appointment of Dispute Resolution Administrator and Panel Group	7.3.2.4	The <i>Dispute Resolution Administrator</i> , shall select at least seven persons to constitute the <i>dispute resolution group</i> from which a <i>dispute resolution panel</i> can be selected in accordance with clause 7.3.5.1.	<b><u>7.3.3.1</u></b> The <i>Dispute Resolution Administrator</i> shall select <b><u>and nominate, for approval by the PEM Board,</u></b> at least seven <b><u>but not more than fourteen</u></b> persons to constitute the <i>Dispute Resolution Group</i> from which a <b><u>members of the Dispute Resolution Panel</u></b> can <b><u>shall</u></b> be selected in accordance with clause 7.3.5.1	Members of the DR Group are merely recommended by the DR Administrator. They are appointed by the PEM Board. To ensure that members of DR Panels have the qualities of independence, competence and integrity, they should be selected exclusively from the DR Group. The number of DR Group members

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				was increased to double its original size (from 7 to 14) to broaden the pool from which the parties shall choose persons who shall decide their dispute. This ensures that the integrity and technical expertise of the individual members of the DR Panel are mutually acceptable to the parties, so that they would be precluded from later disclaiming the DR Panel's resolution on the ground of alleged incompetence or bias.
Appointment of Dispute Resolution Administrator and Panel Group	7.3.2.5	For the avoidance of doubt, the <i>dispute resolution group</i> selected under clause 7.3.2.4 may include any person the <i>Dispute Resolution Administrator</i> considers to have the same qualifications stated in clause 7.3.2.2.	<b><u>7.3.3.2 In selecting the members of the Dispute Resolution Group, the Dispute Resolution Administrator shall recommend for appointment at least two (2) members of the Philippine Bar who must have been in the practice of law for at least seven (7) years.</u></b> For the avoidance of doubt, the <i>Dispute Resolution Group</i> selected under clause <del>7.3.2.4</del> <b>7.3.3.1</b> may include any person <del>the Dispute Resolution Administrator considers to have the same qualifications stated in</del> <b>appropriately qualified in accordance with</b> clause 7.3.2.2.	Considering that the nature of functions of the DR Group is basically adjudicatory, some members thereof must have sufficient experience in the legal profession. It is not necessary for each member of the DR Group to possess the qualifications of the DR Administrator. It is sufficient that the group is collectively capable and qualified since disputes are referred to a panel as a body and not to individual members. Other revisions are clerical.
Appointment of Dispute Resolution Administrator and Panel Group	7.3.2.6	Each person appointed to the <i>dispute resolution group</i> under clause 7.3.2.4: (a) Is appointed for one year and is then eligible for reappointment; (b) Is appointed on such other terms and conditions as the <i>Dispute Resolution Administrator</i> determines; and (c) Shall be approved by the <i>PEM Board</i> .	<b><u>7.3.3.3</u></b> Each person appointed to the <i>Dispute Resolution Group</i> under clause <b>7.3.3.1</b> : (a) Is appointed for one year and is then eligible for reappointment; (b) Is appointed on such other terms and conditions as the <i>Dispute Resolution Administrator</i> <del>determines</del> <b>recommends</b> ; and (c) Shall be approved by the <i>PEM Board</i> .	The terms and conditions of appointment of each member of the DR Group are subject to approval by the PEM Board upon the recommendation of the DR Administrator. Other revisions are clerical.



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Dispute Management System	7.3.3	All of the parties which are listed in clauses 7.3.1.1 (a) to (e) shall implement and adopt a <i>dispute management system</i> which is approved by the <i>PEM Board</i> .	<del>7.3.3 All of the parties which are listed in clauses 7.3.1.1 (a) to (e) shall implement and adopt a <i>dispute management system</i> which is approved by the <i>PEM Board</i>.</del>	It is likely that a party to a dispute will have its own dispute management system that is different from the dispute management system of any other party to the dispute. The choice of which dispute management system to use is thus likely to result in conflict or confusion between the parties even before the dispute resolution process begins. We thus recommend that 7.3.3 be deleted. In any case, the default rules governing disputes are already in the Dispute Resolution Market Manual.
Dispute Resolution Process	7.3.4.1	If a dispute arises to which the dispute resolution procedures under this clause 7.3 apply, the parties to the dispute shall act in good faith and use all reasonable endeavors to resolve the dispute through the procedures and alternative dispute mechanisms which are available to the parties through their <i>dispute management system</i> .	If a dispute arises to which the dispute resolution procedures under this clause 7.3 apply, the parties to the dispute shall act in good faith and use all reasonable endeavors to resolve the dispute through <u>negotiation</u> the <del>procedures and alternative dispute mechanisms which are available to the parties through their <i>dispute management system</i>.</del>	Revision emphasizes that good faith efforts to settle disputes among the parties is the first and preferred step in resolving a dispute. For consistency with the deletion of the provision on dispute management system (Clause 7.3.3)
Dispute Resolution Process	7.3.4.3	If a party wishes to refer a dispute to the <i>Dispute Resolution Administrator</i> under clause 7.3.4.2, that party shall notify in writing the <i>Dispute Resolution Administrator</i> and all of the other parties to the dispute of which the party is aware: (a) Of the existence of a dispute; and (b) Setting out a brief history of the dispute including: (1) The names of the parties to the dispute; (2) The grounds of the dispute; and	If a party wishes to refer a dispute to the <i>Dispute Resolution Administrator</i> under clause 7.3.4.2, that party shall notify in writing the <i>Dispute Resolution Administrator</i> and all of the other parties to the dispute of which the party is aware: (a) Of the existence of a dispute; and (b) Setting out a brief history of the dispute including: (1) The names of <u>all</u> the parties to the dispute; (2) The <u>summary of the</u> grounds of the	For clarification

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		<p>(3) The results of any previous dispute resolution processes undertaken pursuant to the <i>WESM Rules</i> in respect of the dispute; and</p> <p>(4) The listing of all unresolved issues and detail description thereof.</p>	<p>dispute; and</p> <p>(3) The results of any previous dispute resolution processes <b><u>of the parties or other WESM members</u></b> undertaken pursuant to the <i>WESM Rules</i> in respect of the dispute; and</p> <p>(4) The listing of all unresolved issues and detail description thereof, <b><u>including the factual background, arguments and claims.</u></b></p>	
Dispute Resolution Process	7.3.4.6	If the <i>Dispute Resolution Administrator</i> is not reasonably satisfied that the dispute is one to which clause 7.3.1.1 applies, the procedures set out in clause 7.3.4.7 do not apply to the dispute.	If the <i>Dispute Resolution Administrator</i> is not reasonably satisfied that the dispute is one to which clause 7.3.1.1 applies, the procedures set out in clause 7.3.4.7 do not apply to the dispute. <b><u>The Dispute Resolution Administrator shall notify the parties involved that the referral to the dispute resolution process has been rejected and the reasons therefor within fifteen (15) days from such rejection.</u></b>	<p>The parties should be informed of the rejection of the dispute to allow them the opportunity to seek recourse through other available procedures. Also for avoidance of doubt.</p> <p>Reference to clause 7.3.1.1 was changed to 7.3 for consistency with the immediately preceding clause. There is no express provision in the Manual providing for the time frame when the DRA must give notice of the rejection. We agree that a period of fifteen (15) days is reasonable.</p>
Dispute Resolution Process	7.3.4.7	<p>If the <i>Dispute Resolution Administrator</i> is reasonably satisfied that the dispute is one to which clause 7.3.1.1 applies, the <i>Dispute Resolution Administrator</i> shall:</p> <p>(a) Appoint a <i>dispute resolution panel</i> in accordance with clause 7.3.5; and</p> <p>(b) Refer the dispute for resolution by the <i>dispute resolution panel</i> appointed under clause 7.3.5,</p> <p>within five <i>business days</i> of receiving any information from the parties to the dispute under clause 7.3.5.4.</p>	<p>If the <i>Dispute Resolution Administrator</i> is reasonably satisfied that the dispute is one to which clause 7.3.1.1 applies, the <i>Dispute Resolution Administrator</i> shall:</p> <p>(a) <b>Initiate the mediation process, in accordance with the Dispute Resolution Manual, as amended; and</b></p> <p>(b) <b>Within five (5) business days from receipt of the parties' written declaration that mediation has failed, refer the dispute for resolution</b></p>	<p>To clarify that mediation is the first step in the dispute resolution process.</p> <p>Suggested revisions are in accordance with Clause 8 (Procedures for the DRA and the DRP) and 9 (The DRP) of the Manual.</p> <p>Revision of par. b is based on 8.3.12 of the Manual, which requires the parties to sign a declaration if their dispute remains</p>

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			by the <u>Dispute Resolution Panel</u> , in accordance with the <u>Dispute Resolution Manual</u> , as amended appointed under clause 7.3.5, <del>within five business days of receiving any information from the parties to the dispute under clause 7.3.5.4.</del>	unresolved despite mediation. Deleted phrase may have been a typographical error. Clause 7.3.5.4 does not refer to a notice requirement but to the choice of procedure applicable to the dispute resolution process.
Dispute Resolution Process	7.3.4.8	Subject to all time limits specified in clause 7.3.5, nothing in this clause 7.3 precludes the <i>Dispute Resolution Administrator</i> from facilitating resolution of the dispute by agreement between the parties to the satisfaction of the parties without appointing or involving a <i>dispute resolution panel</i> .	Subject to all time limits specified in clause 7.3.5, nothing in this clause 7.3 precludes the <i>Dispute Resolution Administrator</i> from facilitating resolution of the dispute without appointing or involving a <u>Dispute Resolution Panel</u> .	Clerical Correction
Dispute Resolution Process		<i>New Provision</i>	<b><u>7.3.4.9 The procedure for mediation shall be in accordance with the Dispute Resolution Manual as amended and such other applicable rules and guidelines approved by the PEM Board.</u></b>	To clarify that mediation is the preferred mode of settling disputes between parties within WESM.
The Dispute Resolution Panel	7.3.5.1	Subject to clause 7.3.4.8, where the Dispute Resolution Administrator refers a dispute for resolution to a dispute resolution panel under clause 7.3.4.7, the Dispute Resolution Administrator shall: (a) Appoint a dispute resolution panel consisting of three people chosen by the Dispute Resolution Administrator as appropriate in the particular circumstances of the dispute from the dispute resolution group selected by the Dispute Resolution Administrator under clause 7.3.2.4; and (b) Nominate one of the members of the dispute resolution panel to be the chairperson.	<del>Subject</del> <b><u>Without prejudice</u></b> to clause 7.3.4.8, <del>where the Dispute Resolution Administrator refers a dispute for resolution to a dispute resolution panel under clause 7.3.4.7, the Dispute Resolution Panel shall be</del> <b><u>constituted as follows:</u></b> <del>(a) Appoint a dispute resolution panel consisting of three people chosen by the Dispute Resolution Administrator as appropriate in the particular circumstances of the dispute from the dispute resolution group selected by the Dispute Resolution Administrator under clause 7.3.2.4.</del> <b><u>The Dispute Resolution Administrator shall prepare a list consisting of the remaining members of the Dispute Resolution Group not chosen as mediator for the dispute at</u></b>	Deleted for brevity. It is understood that the DR Panel is constituted only when mediation fails and a dispute is referred to it for resolution pursuant to 7.3.4.7. Proposed revisions are for consistency between the WESM Rules and 9.2.2. of the DR Manual. Under the Rules as originally worded, the DR Administrator appoints members of the DR Panel. Under the Manual, it is the parties who choose members of the DR Panel by alternately striking off names from a list provided by the DR Administrator. Also under the Rules as originally worded, the DR Administrator “nominates” the

Title	Section	Provision	Proposed Amendment	Rationale
			<p><u>hand, with the qualifications of each remaining member;</u>  <b>(b) The parties shall then choose the members of the Dispute Resolution Panel by alternately striking off one name at a time from the list until only three (3) names remain, who shall constitute the Dispute Resolution Panel;</b>  <b>(c) A person selected to form part of the Dispute Resolution Panel may request to be excluded therefrom in accordance with the provisions of the Dispute Resolution Manual;</b>  <b>(d) Once the selection has been finalized, the Dispute Resolution Administrator shall provide the parties with the names of the Dispute Resolution Panel so constituted, and shall</b> <del>Nominate</del> <b>designate</b> one of the members of the <del>Dispute Resolution Panel</del> to be the chairperson.</p>	<p>Chairperson of the DR Panel. Under the Manual, the DR Administrator “designates” the Chairperson.</p> <p>Other revisions are clerical.</p>
Replacement of a Dispute Resolution Panel Member	7.3.5.2.1	Each party to a dispute may petition to the <i>Dispute Resolution Administrator</i> for the removal of any one person appointed to the Dispute Resolution Panel stating the reasons why that person should be replaced. The <i>Dispute Resolution Administrator</i> may replace the person in question for valid reasons.	Each party to a dispute may petition to the <i>Dispute Resolution Administrator</i> for the removal of any one person <b>constituting</b> <del>appointed to the</del> <b><i>Dispute Resolution Panel</i></b> stating the reasons why that person should be replaced. The <i>Dispute Resolution Administrator</i> may replace the person in question for valid reasons.	<p>Clerical Correction</p> <p>The RCC views that since the members of the Dispute Resolution Panel (DRP) were the three (3) remaining members of the Dispute Resolution Group (DRG) after the selection process under section 7.3.5.1, the word “appointed” may no longer be appropriate and should be changed.</p>
Replacement of a Dispute Resolution Panel Member	7.3.5.2.2	The replacement(s) shall come from the group established in clause 7.3.2.4.	The replacement(s) shall come from the <b><i>Dispute Resolution Group</i></b> established in <b><u>accordance with</u></b> clause <b><u>7.3.3</u></b> <del>7.3.2.4</del> .	Clerical Correction

Title	Section	Provision	Proposed Amendment	Rationale
The Dispute Resolution Panel	7.3.5.3	A person who has previously served on a <i>dispute resolution panel</i> is not precluded from being appointed to another <i>dispute resolution panel</i> established in accordance with clause 7.3.5.1.	A person who has previously served on a <b><i>Dispute Resolution Panel</i></b> is not precluded from being <b>constituted</b> <del>appointed</del> to another <b><i>Dispute Resolution Panel</i></b> established in accordance with clause 7.3.5.1.	Clerical Correction  The RCC views that since the members of the Dispute Resolution Panel (DRP) were the three (3) remaining members of the Dispute Resolution Group (DRG) after the selection process under section 7.3.5.1, the word “appointed” may no longer be appropriate and should be changed.
The Dispute Resolution Panel	7.3.5.4	When a matter is referred to a <i>dispute resolution panel</i> under clause 7.3.4.7 (b), the <i>dispute resolution panel</i> shall select the form of, and procedures to apply to, the dispute resolution process which: (a) The <i>dispute resolution panel</i> considers appropriate in the circumstances; and (b) Shall: (1) Be simple, quick and inexpensive; (2) Take account of the skills and knowledge required for the relevant dispute; (3) Observe the rules of law; and (4) Encourage resolution of disputes without formal legal representation or reliance on legal procedures.	When a matter is referred to a <b><i>Dispute Resolution Panel</i></b> under clause 7.3.4.7 (b), the <b><i>Dispute Resolution Panel</i></b> shall select the form of, and procedures to apply to, the dispute resolution process which: (a) The <b><i>Dispute Resolution Panel</i></b> considers appropriate <del>in</del> <b>under</b> the circumstances; and (b) Shall: (1) Be simple, quick and inexpensive; (2) Take account of the skills and knowledge required for the relevant dispute; (3) Observe the rules of law; and (4) Encourage resolution of disputes without formal legal representation or reliance on legal procedures.	Clerical Correction
The Dispute Resolution Panel	7.3.5.5	The dispute resolution process will take place at a venue determined by the <i>dispute resolution panel</i> in consultation with the parties and may include either party's premises or any other premises.	The dispute resolution process will take place at a venue determined by the <b><i>Dispute Resolution Panel</i></b> in consultation with the parties and may include either party's premises or any other premises.	Clerical Correction
The Dispute Resolution Panel	7.3.5.6	The parties shall comply with any procedural requirements imposed by the <i>dispute resolution panel</i> in the resolution of the dispute including a	The parties shall comply with any procedural requirements imposed by the <b><i>Dispute Resolution Panel</i></b> in the resolution of the	Clerical Correction

Title	Section	Provision	Proposed Amendment	Rationale
		requirement to exchange submissions, documents and information.	dispute including a requirement to exchange submissions, documents and information.	
The Dispute Resolution Panel	7.3.5.7	The <i>dispute resolution panel</i> shall ensure that the dispute resolution process is completed and that the <i>dispute resolution panel</i> has given notice of its resolution of the dispute as soon as practicable but in any event within twenty <i>business days</i> of the dispute being referred to the <i>dispute resolution panel</i> (or such longer period as the <i>Dispute Resolution Administrator</i> may permit following a request by the <i>dispute resolution panel</i> for an extension of time).	The <b><i>Dispute Resolution Panel</i></b> shall ensure that the dispute resolution process is completed and that the <b><i>Dispute Resolution Panel</i></b> has given notice of its resolution of the dispute as soon as practicable but in any event within twenty <b>(20)</b> <i>business days</i> of the dispute being referred to the <b><i>Dispute Resolution Panel</i></b> (or such longer period as the <i>Dispute Resolution Administrator</i> may permit following a request by the <b><i>Dispute Resolution Panel</i></b> for an extension of time).	Clerical Correction
The Dispute Resolution Panel	7.3.5.8	Within ten <i>business days</i> of receiving notification from the <i>dispute resolution panel</i> of its resolution of the dispute, the parties shall provide written notice to the <i>dispute resolution panel</i> describing all action taken in accordance with the resolution of the <i>dispute resolution panel</i> .	Within ten <i>business days</i> of receiving notification from the <b><i>Dispute Resolution Panel</i></b> of its resolution of the dispute, the parties shall provide written notice to the <b><i>Dispute Resolution Panel</i></b> describing all action taken in accordance with the resolution of the <b><i>Dispute Resolution Panel</i></b> .	Clerical Correction
Disputes About Payment	7.3.6	If a dispute arises between a <i>WESM Member</i> and the <i>Market Operator</i> in respect of <i>final statements</i> or the supporting data provided with them in accordance with clause 3.14.5, then (a) The dispute shall be referred to the <i>Dispute Resolution Administrator</i> in accordance with clause 7.3.4.3 within twelve months of the dispute arising; (b) The <i>Dispute Resolution Administrator</i> shall notify all <i>WESM Members</i> who may be affected by the resolution of the dispute, including but not limited to <i>WESM Members</i> whose <i>final statement</i> may be amended as a consequence of the resolution of the dispute; and (c) Those payments shall be settled without	If a dispute arises between a <i>WESM Member</i> and the <i>Market Operator</i> in respect of <i>final statements</i> or the supporting data provided with them in accordance with clause 3.14.5, then (a) The dispute shall be referred to the <i>Dispute Resolution Administrator</i> in accordance with clause 7.3.4.3 within twelve <b>(12)</b> months <b><u>from receipt of such final statement and its supporting data;</u></b> (b) The <i>Dispute Resolution Administrator</i> shall notify all <i>WESM Members</i> who may be affected by the resolution of the dispute, including but not limited to <i>WESM Members</i> whose <i>final statement</i>	Revision is for avoidance of doubt.

Title	Section	Provision	Proposed Amendment	Rationale
		prejudice on the date specified for payment in the relevant <i>final statement</i> , notwithstanding a dispute regarding the amount.	may be amended as a consequence of the resolution of the dispute; and <b>(c) <u>The foregoing notwithstanding, the final statement and supporting data shall continue to be valid and all parties are bound by the payment obligations resulting therefrom in accordance with clause 3.14.6.</u></b>	
Legal Representation	7.3.8	Legal representation before the <i>dispute resolution panel</i> may be permitted by the <i>dispute resolution panel</i> where the <i>dispute resolution panel</i> considers it appropriate or desirable.	Legal representation before the <i><b>Dispute Resolution Panel</b></i> may be permitted by the <i><b>Dispute Resolution Panel</b></i> where the <i><b>Dispute Resolution Panel</b></i> considers it appropriate or desirable.	Clerical Correction
Cost of Dispute Resolution	7.3.9	The reasonable costs of the parties to the dispute may be allocated by the <i>dispute resolution panel</i> for payment by one or more parties as part of its resolution.	The reasonable costs of the parties to the dispute may be allocated by the <i><b>Dispute Resolution Panel</b></i> for payment by one or more parties as part of its resolution.	Clerical Correction
Effect of Resolution	7.3.10.1	A resolution of the <i>dispute resolution panel</i> is binding on the parties to the dispute, including, without limitation, any provision of the resolution relating to the settlement of payment by any of the parties and any provision as to the performance of actions by any of the parties.	A resolution of the <i><b>Dispute Resolution Panel</b></i> is binding on the parties to the dispute, including, without limitation, any provision of the resolution relating to the settlement of payment by any of the parties and any provision as to the performance of actions by any of the parties.	Clerical Correction
Effect of Resolution	7.3.10.2	A requirement that a party to the dispute settle payment under: (a) An agreement reached between the parties to a dispute under clause 7.3.4.1; or (b) A resolution of the <i>dispute resolution panel</i> , is an obligation under the <i>WESM Rules</i> to settle payments.	A requirement that a party to the dispute settle payment under: (a) An agreement reached between the parties to a dispute under clause <del>7.3.4.4</del> <b>7.3.4.7 (a)</b> or (b) A resolution of the <i><b>Dispute Resolution Panel</b></i> , is an obligation under the <i>WESM Rules</i> to settle payments.	An agreement reached through negotiation (under clause 7.3.4.1) should not be considered an obligation under the WESM Rules as it was never submitted to the Dispute Resolution Process. On the other hand, an agreement resulting from mediation (under clause 7.3.4.7 par. a) following the Dispute Resolution procedure should be considered an obligation

Title	Section	Provision	Proposed Amendment	Rationale
				under the WESM Rules. Other revisions are clerical
Effect of Resolution	7.3.10.3	If a resolution of the <i>dispute resolution panel</i> applies to a person referred to in clauses 7.3.1.1(a) to (e) that person shall comply with the resolution of the <i>dispute resolution panel</i> to the extent that the resolution applies to that person, notwithstanding that the person was not a party to the dispute.	<del>If a resolution of the <i>Dispute Resolution Panel</i> applies to a person referred to in clauses 7.3.1.1(a) to (e) that person shall</del> <b><u>be binding even on persons who are not parties to the dispute but are affected by the decision; comply with the resolution of the <i>dispute resolution panel</i> to the extent that the resolution applies to that person, notwithstanding that the person was not a party to the dispute, provided that such other affected person/s must have been notified of the pending dispute by the <i>Dispute Resolution Administrator</i> and must have been given the opportunity to participate in the dispute resolution proceedings.</u></b>	All persons must be accorded due process. Hence, a non-party must have been notified and given an opportunity to participate in the proceedings before it may be required to comply with a resolution of the DR Panel. Other revisions are clerical
Effect of Resolution		New Provision	<b><u>7.3.10.4 If any party refuses to comply with a resolution of the <i>Dispute Resolution Panel</i>, the <i>Dispute Resolution Administrator</i> shall request the <i>PEM Board</i> to make a demand for payment on behalf of the affected party, or both.</u></b>	The WESM Rules lack provisions on how a decision of the DR Panel will be executed. This vacuum may make the entire dispute resolution system ineffectual.
Effect of Resolution	7.3.10.4	If a party to a dispute is not satisfied with the resolution of the dispute resolution panel, the party may file a formal complaint to the <i>ERC</i> .	<b><u>7.3.10.5 If a party to a dispute is not satisfied with the resolution of the <i>Dispute Resolution Panel</i>, the party may file a formal complaint to the <i>ERC</i> within fifteen (15) days from receipt of the resolution of the <i>Dispute Resolution Panel</i>. Unless otherwise restrained by the <i>ERC</i>, the decision of the <i>Dispute Resolution Panel</i> shall be immediately executory notwithstanding the filing of a complaint before the <i>ERC</i>.</u></b>	The WESM Rules do not provide the effect of a complaint being taken to the <i>ERC</i> . To discourage the filing of frivolous complaints designed to delay compliance with a decision of the DR Panel, the decision must be expressly characterized as immediately executory unless restrained by the regulator. Proposed prescriptive period for filing a complaint with the <i>ERC</i> is



Title	Section	Provision	Proposed Amendment	Rationale
				also for the benefit of the prevailing party in the dispute. Other revisions are clerical
Effect of Resolution		New Provision	<b><u>7.3.10.6 Except where immediate payment is restrained by the ERC pursuant to the immediately preceding clause, payments under a resolution of the Dispute Resolution Panel must be settled within fifteen (15) days from the payor's receipt of such resolution. If payment is not made within this period, the overdue amount shall be subject to the Default Interest Rate from the 16<sup>th</sup> day up to and including the date when payment is made.</u></b>	Proposed revision is in accordance with DOE suggestion to compel payment within fifteen (15) days from receipt of a DR resolution, otherwise the overdue amount shall be subject to interest charges. This is to discourage 'delaying tactics' on the part of the party required to pay. Interest charges in the proposed revision are similarly worded as Section 3.14.12 of the WESM Rules, which covers interest on overdue amounts in the settlement process. "Default Interest Rate" is defined under the WESM Rules as "an interest rate of 2% per annum above the [rate per annum equal to the prevailing 91-day Treasury Bill rate published by the Bureau of Treasury]."
The Dispute Resolution Panel		New Provision	<b><u>7.3.10.7 Refusal or failure to comply with a resolution of the Dispute Resolution Panel shall be considered a breach.</u></b>	To make the dispute resolution process an effective mechanism, compliance with resolutions must be mandatory and non-compliance must be treated in the same manner as a breach of the WESM Rules or Market Manuals.
Recording and Publication	7.3.11.1	When the <i>dispute resolution panel</i> resolves a dispute, the chairperson of the <i>dispute resolution panel</i> shall send written details of the resolution of the dispute to the <i>Dispute Resolution Administrator</i> , the <i>PEM Board</i> , the <i>ERC</i> and the <i>Market Operator</i> as soon as	When the <i><b>Dispute Resolution Panel</b></i> resolves a dispute, the chairperson of the <i><b>Dispute Resolution Panel</b></i> shall send written details of the resolution of the dispute to the <i>Dispute Resolution Administrator</i> , the <i>PEM Board</i> , the <i>ERC</i> and the <i>Market Operator</i> as soon as	Clerical Correction

Title	Section	Provision	Proposed Amendment	Rationale
		practicable.	practicable.	
Recording and Publication	7.3.11.2	Subject to clause 5.3, the details and results of each dispute which the <i>dispute resolution panel</i> resolves (including the reasons why the <i>Dispute Resolution Administrator</i> decided to appoint particular people to the <i>dispute resolution panel</i> ) shall be <i>published</i> and made available to <i>WESM Members</i> as soon as practicable after the resolution of the dispute by the <i>dispute resolution panel</i> .	Subject to clause 5.3, the details and results of each dispute which the <b><i>Dispute Resolution Panel</i></b> resolves (including the reasons why the <del><i>Dispute Resolution Administrator</i></del> decided to appoint particular people to the <b>a member of the <i>Dispute Resolution Panel</i> was replaced, if any</b> ) shall be <i>published</i> and made available to <i>WESM Members</i> as soon as practicable after the resolution of the dispute by the <b><i>Dispute Resolution Panel</i></b> .	Clerical Correction  The RCC views that the phrase “including the reasons why the Dispute Resolution Administrator decided to appoint particular people to the Dispute Resolution Panel” is no longer appropriate and should be changed considering that, in the proposed amendment, members of the Dispute Resolution Panel are not being appointed by the Dispute Resolution Administrator.
Limitation of Liability	7.3.13	The <i>Dispute Resolution Administrator</i> , <i>dispute resolution panel</i> and its members are not to be liable for any loss or damage suffered or incurred by a <i>Participant</i> or any other person as a consequence of any act or omission of those persons unless the <i>Dispute Resolution Administrator</i> , the <i>dispute resolution panel</i> , or its members, as the case may be, acted with malice, manifest impartiality, bad faith, gross incompetence or gross negligence.	The <i>Dispute Resolution Administrator</i> , <b>the <i>Dispute Resolution Panel</i> or any of the members thereof</b> and its members are <b>shall</b> not to be liable for any loss or damage suffered or incurred by a <i>Participant</i> or any other person as a consequence of any act or omission <b>directly or indirectly pertaining to the exercise of their duties and/or functions as such</b> of those persons unless the <i>Dispute Resolution Administrator</i> , the <b><i>Dispute Resolution Panel</i></b> , or its members, as the case may be, acted with malice, manifest <b>partiality</b> , bad faith, gross incompetence or gross negligence.	Correction for clarity.
Indemnity	7.3.14	Notwithstanding clause 7.3.13, except for liability arising out of conduct involving malice, manifest partiality, bad faith, gross incompetence or gross negligence, if the <i>Dispute Resolution Administrator</i> , the <i>dispute resolution panel</i> or the members thereof is made liable to pay any amount for loss or damage suffered or incurred by a person	Notwithstanding clause 7.3.13, except for liability arising out of conduct involving malice, manifest partiality, bad faith, gross incompetence or gross negligence, if the <i>Dispute Resolution Administrator</i> , the <b><i>Dispute Resolution Panel</i></b> or the members thereof is made liable to pay any amount for loss or damage suffered or incurred by a person	Clerical Correction

Title	Section	Provision	Proposed Amendment	Rationale
		referred to in clauses 7.3.1.1(a) to (f) or any other person as a consequence of any of its acts or omissions in performance of dispute resolution, the <i>PEM Board</i> shall indemnify said persons through an indemnification process to be developed by the <i>PEM Board</i> . (a) For the full amount adjudged; and (b) For costs and expenses incurred by that person in defending itself in the related proceedings.	referred to in clauses 7.3.1.1(a) to ( <b>e</b> ) or any other person as a consequence of any of its acts or omissions in performance of dispute resolution, <b>then</b> the <i>PEM Board</i> shall indemnify said persons through an indemnification process to be developed by the <i>PEM Board</i> . (a) For the full amount adjudged; and (b) For costs and expenses incurred by that person in defending itself in the related proceedings.	
Glossary		<b>Dispute Management System.</b> A system for managing disputes privately between the relevant parties and without resorting to the formal dispute resolution process in clause 7.3, and which has been approved by the PEM Board under clause 7.3.3.	<del><b>Dispute Management System.</b> A system for managing disputes privately between the relevant parties and without resorting to the formal dispute resolution process in clause 7.3, and which has been approved by the PEM Board under clause 7.3.3.</del>	For consistency with deletion of 7.3.3 (Dispute Management System)
Glossary		<b>Dispute Resolution Group.</b> A pool of at least seven experts appointed by the <i>Dispute Resolution Administrator</i> from which the <i>Dispute Resolution Panel</i> is formed.	<b>Dispute Resolution Group.</b> A pool of at least seven <b>but not more than seven fourteen</b> experts <b>selected</b> by the <i>Dispute Resolution Administrator</i> , <b>and nominated for approval by the PEM Board</b> , from which the <b>mediator is chosen and the</b> <i>Dispute Resolution Panel</i> is formed.	The mediator is also chosen from the Dispute Resolution Group.
Over-Riding Constraints	3.5.13.5	At the request of the <i>Market Operator</i> , the <i>System Operator</i> or any <i>WESM Member</i> , the <i>market surveillance committee</i> may review any decision by the <i>Market Operator</i> to impose or relax <i>constraints</i> under clause 3.5.13.1 or 3.5.13.2.	At the request of the <i>Market Operator</i> , the <i>System Operator</i> or any <i>WESM Member</i> , the <b>Market Surveillance Committee</b> may review any decision by the <i>Market Operator</i> to impose or relax <i>constraints</i> under clause 3.5.13.1 or 3.5.13.2.	Clerical Correction
Over-Riding Constraints	3.5.13.6	If a review conducted under clause 3.5.13.5 concludes that a <i>Trading Participant</i> or the <i>Market Operator</i> or the <i>System Operator</i> has acted inappropriately, and has thereby imposed significant costs on other parties, the <i>market</i>	If a review conducted under clause 3.5.13.5 concludes that a <i>Trading Participant</i> or the <i>Market Operator</i> or the <i>System Operator</i> has acted inappropriately, and has thereby imposed significant costs on other parties, the	Clerical Correction

Title	Section	Provision	Proposed Amendment	Rationale
		<p><i>surveillance committee</i> may refer that matter to the <i>Enforcement and Compliance Officer</i> under clause 7.2 or require that <i>Trading Participant</i> or the <i>Market Operator</i> or the <i>System Operator</i> (as the case may be) to pay compensation in accordance with clause 7.2.</p>	<p><del>Market Surveillance Committee</del> may refer that matter to the <i>Enforcement and Compliance Officer</i> under clause 7.2 or require that <i>Trading Participant</i> or the <i>Market Operator</i> or the <i>System Operator</i> (as the case may be) to pay compensation in accordance with clause 7.2.</p>	
Settlement Revisions	3.14.9.1	<p>If an amount in a <i>final statement</i> issued under clause 3.14.5:</p> <ul style="list-style-type: none"> <li>(a) Has been the subject of a dispute and the dispute has been resolved in any way which causes the amount payable to differ from the amount payable as set out in the <i>final statement</i>; or</li> <li>(b) Has been identified as being in error in accordance with clause 3.14.9.2 and the correct amount has been determined by the <i>Market Operator</i>;</li> <li>(c) The <i>Market Operator</i> shall issue to each <i>WESM Member</i> affected by the resolution of the dispute or the correction of the error a revised statement for the relevant <i>billing period</i> setting out:</li> <li>(d) The amount payable by the <i>WESM Member</i> to the <i>Market Operator</i> or the amount payable by the <i>Market Operator</i> to the <i>WESM Member</i>; and</li> <li>(e) The adjustment to the final statement as agreed or determined plus interest calculated on a daily basis at the <i>interest rate</i> for the period from the <i>payment date</i> applicable to the <i>final statement</i> to which the adjustment relates to the <i>payment date</i> applicable to the revised statement issued under this clause 3.14.9.1.</li> </ul>	<p>If an amount in a <i>final statement</i> issued under clause 3.14.5:</p> <ul style="list-style-type: none"> <li>(a) Has been the subject of a dispute and the dispute has been resolved in any way which causes the amount payable to differ from the amount payable as set out in the <i>final statement</i>; or</li> <li>(b) Has been identified as being in error in accordance with clause 3.14.9.2 and the correct amount has been determined by the <i>Market Operator</i>;</li> <li><del>(c)</del> The <i>Market Operator</i> shall issue to each <i>WESM Member</i> affected by the resolution of the dispute or the correction of the error a revised statement for the relevant <i>billing period</i> setting out:</li> <li><del>(i)</del> The amount payable by the <i>WESM Member</i> to the <i>Market Operator</i> or the amount payable by the <i>Market Operator</i> to the <i>WESM Member</i>; and</li> <li><del>(ii)</del> The adjustment to the final statement as agreed or determined plus interest calculated on a daily basis at the <i>interest rate</i> for the period from the <i>payment date</i> applicable to the <i>final statement</i> to which the adjustment relates to the <i>payment date</i> applicable to the revised statement issued under this clause 3.14.9.1.</li> </ul>	Clerical Correction