**Name of Stakeholder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

| 1. **WESM Rules** | | | | | |
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| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| Clause 3.2.2.7  Market Trading Nodes | 3.2.2.7 A *Supplier* shall be designated a *market trading node* at each *market trading node* of *its grid off-take metering points* where it is supplying a *Contestable Customer* that is not registered in the *WESM*. | 3.2.2.7 A *Supplier* shall be designated a *market trading node* at each *market trading node* of *its grid off-take metering points* where it is supplying *~~Contestable~~* ***Retail*** *Customer* that is not registered in the *WESM*. | Generalized the term to ***Retail Customer*** to incorporate all entities allowed by the ERC to choose a Supplier. This term is proposed to be defined under the WESM Rules Glossary. |  |  |
| 3.13.6  Defining the Gross Energy Settlement Quantity for Market Trading Nodes | For each *dispatch interval*, the *gross energy settlement quantity* for each *market trading node* shall be determined by the *Market Operator* as follows:  xxx  (d) The *gross energy settlement quantity* of a *market trading node* of a Customer who is a *Distribution Utility* with a *contestable customer* connected to its distribution system shall be determined in accordance with *Retail Rules* Clause 3.3.3.3.  (e) If the *market trading node* is designated to a *WESM-registered CC* directly connected to a *distribution system* or a *Supplier*, the *gross energy settlement quantity* for the *market trading node* shall be determined in accordance with *Retail Rules* Clause 3.3.3.1. (Added per DOE DC No. 2021-06-0012 dated 03 June 2021)  xxx | For each *dispatch interval*, the *gross energy settlement quantity* for each *market trading node* shall be determined by the *Market Operator* as follows:  xxx  ~~(d) The~~ *~~gross energy settlement quantity~~* ~~of a~~ *~~market trading node~~* ~~of a Customer who is a~~ *~~Distribution Utility~~* ~~with a~~ *~~contestable customer~~* ~~connected to its distribution system shall be determined in accordance with~~ *~~Retail Rules~~* ~~Clause 3.3.3.3.~~  ~~(e)~~ **(d)** If the *market trading node* is designated to a *WESM-registered ~~CC~~* ***Contestable Customer***directly connected to a *distribution system* or a *Supplier*, the *gross energy settlement quantity* for the *market trading node* shall be determined in accordance with *Retail Rules* Clause 3.3.3.1.  ~~(f)~~ **(e)** xxx  ~~(g)~~ **(f)** xxx  ~~(h)~~ **(g)** xxx | Propose to delete the determination of the GESQ for DUs since it is already covered under WESM Rules Clause 3.13.6 (f). This provision refers to a Retail Rules Clause that is already deleted in DOE DC 2021-06-0012  Clerical revision and re-numbering. |  |  |
| 4.2  METERING – APPLICATION OF CHAPTER | This Chapter 4 does not apply to *contestable customers* directly connected to *distribution systems*. Obligations, requirements, and procedures related to the metering of *contestable customers* directly connected to *distribution systems* are provided under Section 4 of the *Retail Rules*. | This Chapter 4 does not apply to *~~contestable customers~~* ***Retail Customers*** directly connected to *distribution systems*. Obligations, requirements, and procedures related to the metering of *~~contestable customers~~* ***Retail Customers*** directly connected to *distribution systems* are provided under Section 4 of the *Retail Rules*. | Generalized the term to ***Retail Customer*** to cover GEOP End-Users. |  |  |
| Chapter 11  GLOSSARY | (new) | ***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.** | Defined the GEOP in line with R.A. 9513 |  |  |
|  | **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~~ ***Retail Customer*** connected to a distribution system shall be determined. | Generalized the term to ***Retail Customer*** to cover GEOP End-Users. |  |  |
|  | **Retail Rules.** The Rules promulgated by the DOE governing the integration of retail competition in the operations and governance processes of the WESM and the management of the transactions of Suppliers and Contestable Customers in the WESM, and the operations of the Central Registration Body. | **Retail Rules.** The Rules promulgated by the DOE governing the integration of ~~r~~**R**etail ~~c~~**C**ompetition ***and Open Access*** **and the *Green Energy Option Program*** in the operations and governance processes of the WESM and the management of the transactions of Suppliers and ~~Contestable~~ ***Retail*** *Customers* in the WESM, and the operations of the Central Registration Body. | Generalized the term to ***Retail Customer*** to cover GEOP End-Users. |  |  |
|  | (new) | ***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).** | Introduced the term ***Retail Customers*** to generalize End-Users that are Contestable Customers and those End-users under the Green Energy Option Program. |  |  |

| 1. **WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures** | | | | | |
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| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| (new)  Level of Participation/Direct & Indirect WESM Membership | (new) | **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.*** | Added to include the indirect WESM Members opts participating as a GEOP End-User. |  |  |
| 2.5.1.2.b)  Categories and Qualification - Customers | b) The following are qualified to register as *Customer  –*   * **Distribution Utilities**, including private *distribution utilities, electric cooperatives*and *local government utilities* undertaking distribution of electricity.      * **Retail Electricity Suppliers** that have been authorized to engage in retail electricity supply by the *ERC,* provided, however, that the RES may only register 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*.   xxx | b) The following are qualified to register as *Customer  –*   * **Distribution Utilities**, including private *distribution utilities, electric cooperatives*and *local government utilities* undertaking distribution of electricity.      * **Retail Electricity Suppliers** that have been authorized to engage in retail electricity supply by the *ERC,* provided, however, that the RES may only register 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*.      * ***Renewable Energy Suppliers* that have been authorized by the *ERC* and *DOE* to engage in 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*.**   xxx | Added Renewable Energy Supplier in compliance with ERC Resolution No. 8, Series of 2021 Section 15.2b |  |  |
| 2.5.1.2 (c)  REGISTRATION OF DIRECT WESM MEMBERS AND TRADING PARTICIPANTS - Categories and Qualifications | c) A *Customer* shall register each of its *connection points* with the *Market Operator.* For each *Contestable Customer,* all *connection points* shall be registered under the same *Contestable Customer.* | c) A *Customer* shall register each of its *connection points* with the *Market Operator.* For each *~~Contestable~~* ***Retail****Customer,* all *connection points* shall be registered under the same *~~Contestable~~* ***Retail*** *Customer.* | Generalized the term to ***Retail Customer*** to cover GEOP End-Users. |  |  |
| 3.5.1.4  ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS | 3.5.1.4. Only WESM registered *Suppliers* may enroll *Contestable Customers* with the *Market Operator.* | 3.5.1.4 Only *WESM* registered ***Retail Electricity*** *Suppliers* may enroll *ContestableCustomers* **while only *WESM* registered *Renewable Energy Suppliers* may enroll *Retail Customers* under the *Green Energy Option Program* that are connected to the *transmission system***with the *Market Operator.* | Added to clarify the supplier that will enroll the Contestable Customers as "supply customers" in the WESM are the Retail Electricity Suppliers, and for directly-connected GEOP end-users are the Renewable Energy Suppliers and that the opposite is not applicable. Note that "supply customers" as defined in this manual are the entities authorized to purchase electricity from their respective counterparty who enrolled them. Also note that only directly-connected GEOP End-Users may register in the WESM. |  |  |
| (new)  ENROLMENT AND DE-LISTING OF SUPPLY CUSTOMERS | (new) | **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*.**  **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.** | Added to comply with +DOE DC2020-04-0009 Section 9.3  which state that Renewable Energy Suppliers must "ensure that the total power dispatched from its RE Facilities should always be greater than or equal to the total kWh sold to its customers". In order to achieve this under the WESM, it must be ensured that 1) the RE Supplier's supply counterparties are RE Generators and 2) the MQ of RE Suppliers are fully covered by bilateral contracts with its RE Generator counterparties. The proposed amendment aims to satisfy condition # 1.  While the primary responsibility for ensuring that their supply portfolio is sourced entirely from RE resources rests with RE Suppliers pursuant to DOE DC2020-04-0009, IEMOP deems that an automatic verification mechanism in the market is ideal, as provided in the second proposed paragraph. |  |  |
| 4.4.1  EFFECTS OF SUSPENSION | 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*, the *Indirect WESM* *member* 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. | 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* **or a *Renewable Energy Supplier***, the *Indirect WESM* *member* 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~~ **Section 2.**3.7 of this Manual. | * Added to include Renewable Energy Supplier to cover suspension of a Renewable Energy Supplier and the effect of such suspension to its Indirect WESM member counterparty. * Updated the reference provision. |  |  |
| 5.2.1.1  CESSATION OF REGISTRATION | A *WESM member* wishing to cease to be registered in any one or more of the categories in which it is registered shall notify the *Market Operator*, *System Operator* and the *Network Service Provider* in writing. | A *WESM member* wishing to cease to be registered in any one or more of the categories in which it is registered shall notify the *Market Operator, System Operator* and the *Network Service Provider* in writing. **However, a *WESM Member* who registered as a *Retail Customer, Supplier, Retail Metering Service Provider* or a *Supplier of Last Resort* is no longer required to notify the *System Operator*.** | To supplement proposed procedures for cessation of membership, de-registration and suspension of CRB-only registered participants contained in the Retail Rules and Manuals.   * It is proposed to exclude Retail Customers, Suppliers, Retail MSPs and SOLRs from the requirement to notify the SO of its intention to cease membership since cessation of membership from the said categories does not have impact to grid operations. |  |  |
| 5.6.2.2  EFFECTS OF DEREGISTRATION | 5.6.2.2. If the deregistered *WESM member* is a *Wholesale Aggregator* or a *Retail Electricity 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 3.7 of this Manual, the facilities of the *Indirect WESM member* shall be disconnected. | 5.6.2.2. If the deregistered *WESM 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. | * Added to include Renewable Energy Supplier to cover deregistration of a Renewable Energy Supplier * Updated the reference provision. |  |  |

| 1. **WESM Manual on Billing and Settlement, Issue** | | | | | |
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| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| 7.4.7  Switch Request | a) Upon receipt of a valid *switch request*, the *Market Operator* as the *Central Registration Body* shall immediately assess the compliance of the new *Supplier* and *Contestable Customer*, as applicable, with the *prudential requirements*.  b) The *Market Operator* shall calculate the additional security required from the new *Supplier* and *Contestable Customer,* as applicable, using the following formula:  Where:  *ASs,c* additional security, in PhP, to be provided by *Supplier* s for the switch of *Contestable Customer* c  *HMQc* historical total *metered quantity*, in MWh, of *Contestable Customer* c from the past twelve (12) months  nc number of days covered by the historical total *metered quantity* of *Contestable Customer* c  *MQEs,c* *metered quantity* exposure to the WESM, in %, of *Contestable Customer* c when supplied by *Supplier* s  *AAMPpast 12 billing periods average actual market price*, in PhP/MWh, for the past twelve (12) *billing periods*  c) The *Market Operator* shall calculate and provide to the new *Supplier* the amount of additional security required within two (2) *working days* from the receipt of the *switch request*. | a) Upon receipt of a valid *switch request*, the *Market Operator* as the *Central Registration Body* shall immediately assess the compliance of the new *Supplier* and *~~Contestable~~* ***Retail*** *Customer*, as applicable, with the *prudential requirements*.  b) The *Market Operator* shall calculate the additional security required from the new *Supplier* and *~~Contestable~~* ***Retail*** *Customer,* as applicable, using the following formula:  Where:  *ASs,c* additional security, in PhP, to be provided by *Supplier* s for the switch of *~~Contestable~~* ***Retail*** *Customer* c  *HMQc* historical total *metered quantity*, in MWh, of *~~Contestable~~* ***Retail*** *Customer* c from the past twelve (12) months  nc number of days covered by the historical total *metered quantity* of *~~Contestable~~* ***Retail*** *Customer* c  *MQEs,c* *metered quantity* exposure to the WESM, in %, of *~~Contestable~~* ***Retail*** *Customer* c when supplied by *Supplier* s  *AAMPpast 12 billing periods average actual market price*, in PhP/MWh, for the past twelve (12) *billing periods*  c) The *Market Operator* shall calculate and provide to the new *Supplier* the amount of additional security required within two (2) *working days* from the receipt of the *switch request*. | Generalized to ***Retail Customer*** to cover End-Users under the Green Energy Option Program |  |  |
| (new)  DECLARATIONS FOR ENERGY TRANSACTIONS | (new) | **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.** | Added to comply with DOE DC2020-04-0009 Section 9.3 which state that Renewable Energy Suppliers must "ensure that the total power dispatched from its RE Facilities should always be greater than or equal to the total kWh sold to its customers". In order to achieve this under the WESM, it must be ensured that 1) the RE Supplier's supply counterparties are RE Generators and 2) the MQ of RE Suppliers are fully covered by bilateral contracts with its RE Generator counterparties. The proposed amendment aims to satisfy condition #2.  While the primary responsibility for ensuring that their supply portfolio is sourced entirely from RE resources rests with RE Suppliers pursuant to DOE DC2020-04-0009, IEMOP deems that an automatic verification mechanism in the market is ideal |  |  |
| (new)  DECLARATIONS FOR ENERGY TRANSACTIONS | (new) | **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.** | Added to comply with DOE DC2020-04-0009 Section 9.3 which state that Renewable Energy Suppliers must "ensure that the total power dispatched from its RE Facilities should always be greater than or equal to the total kWh sold to its customers". In order to achieve this under the WESM, it must be ensured that 1) the RE Supplier's supply counterparties are RE Generators and 2) the MQ of RE Suppliers are fully covered by bilateral contracts with its RE Generator counterparties. The proposed amendment aims to satisfy condition #2.  While the primary responsibility for ensuring that their supply portfolio is sourced entirely from RE resources rests with RE Suppliers pursuant to DOE DC2020-04-0009, IEMOP deems that an automatic verification mechanism in the market is ideal, as provided in proposed Section 9.1.12. |  |  |
| (new)  DECLARATIONS FOR ENERGY TRANSACTIONS | (new) | **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 partiesto re-submit bilateral contract declarations.**  **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.** | Added to comply with DOE DC2020-04-0009 Section 9.3 which state that Renewable Energy Suppliers must “ensure that the total power dispatched from its RE Facilities should always be greater than or equal to the total kWh sold to its customers”. In order to achieve this under the WESM, it must be ensured that 1) the RE Supplier’s supply counterparties are RE Generators and 2) the MQ of RE Suppliers are fully covered by bilateral contracts with its RE Generator counterparties. The proposed amendment aims to satisfy condition # 2.  While the primary responsibility for ensuring that their supply portfolio is sourced entirely from RE resources rests with RE Suppliers pursuant to DOE DC2020-04-0009, IEMOP deems that an automatic verification mechanism in the market is ideal, as provided in the 2nd proposed paragraph. |  |  |

| 1. **Retail Rules** | | | | | |
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| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| SCOPE OF CHAPTER 1  1.1.4 | The Chapter 1 sets out the:  xxx  1.1.4 Governance of the transactions of *Suppliers* and contestable customers with the *Central Registration Body*. | The Chapter 1 sets out the:  xxx  1.1.4 Governance of the transactions of *Suppliers* and *~~contestable~~* ***Retail*** *~~c~~****C****ustomers* with the *Central Registration Body*. | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| PURPOSE, APPLICATION AND INTERPRE  TATION OF THE RULES  1.2.2 | These *Retail Rules* are promulgated to implement the provisions of the Act, its Implementing Rules and Regulations, and other related laws as well as to:   * + - 1. Promote retail competition; greater efficiency and customer choice; and   Provide rules for the management of the transactions of *Suppliers* and *Contestable Customers* and the operations of the *Central Registration Body*. | These *Retail Rules* are promulgated to implement the provisions of the *Act*, its Implementing Rules and Regulations, **Republic Act No. 9513 (“Renewable Energy Act of 2008”), its Implementing Rules and Regulations**and other related laws as well as to:   * + - 1. Promote retail competition; greater efficiency and customer choice; and   Provide rules for the management of the transactions of *Suppliers* and *~~Contestable Customers~~* ***Retail Customers***and the operations of the *Central Registration Body.* | * Included the RE Act as one of the legal bases of the Retail Rules   Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| FRAMEWORK AND OBJECTIVES OF RETAIL COMPETITION AND THE RETAIL RULES | (new) | **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.** | To provide legal basis for including GEOP Procedures |  |  |
|  | (new) | **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.*** | To provide legal basis for including GEOP Procedures |  |  |
| CENTRAL REGISTRATION BODY  1.4.1 | 1.4.1.1 The *Central Registration Body* shall, generally and non-restrictively, have the following functions and responsibilities:  a) Maintain a registry of all Contestable Customers who have already been awarded a certificate of contestability by the ERC;  b) Carry out customer switching between a Distribution Utility and a Supplier, and between Suppliers;  c) Determine gross energy settlement quantities of Contestable Customers and Suppliers;  d) Collect and manage metering data of Contestable Customers from Retail Metering Services Providers;  e) Allocate resources to enable it to perform its functions;  f) Provide an information exchange amongst Retail Competition Participants; and  g) Comply with rules and regulations as may be provided by ERC. | 1.4.1.1 The *Central Registration Body* shall, generally and non-restrictively, have the following functions and responsibilities:  a) Maintain a registry of all ***Retail Customers,* which include** *Contestable Customers* **and GEOP End-Users** ~~who have already been awarded a certificate of contestability by the ERC~~***.* 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****;*  b) Carry out customer switching between a Distribution Utility and a Supplier, and between Suppliers;  c) Determine gross energy settlement quantities of ~~Contestable~~ ***Retail*** *Customers* and Suppliers;  d) Collect and manage metering data of ~~Contestable~~ ***Retail*** *Customers* from Retail Metering Services Providers;  e) Allocate resources to enable it to perform its functions;  f) Provide an information exchange amongst Retail Competition Participants; and  g) Comply with rules and regulations as may be provided by ERC. | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| GOVERNANCE OF THE MARKET  1.5.1 | 1.5.1 The provisions of Chapter 1 of the *WESM Rules* shall govern the operations of the *Central Registration Body* and the participation and transactions of *Suppliers* and *Contestable Customers*. | 1.5.1 The provisions of Chapter 1 of the *WESM Rules* shall govern the operations of the *Central Registration Body* and the participation and transactions of Suppliers and ~~Contestable~~ ***Retail*** *Customers.* | * Generalized to ***Retail*** Customersto include GEOP End-Users   Governance on the WESM and RCOA shall also apply to GEOP. |  |  |
| 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 *Central Registration Body* and the participation and transactions of *Suppliers* and *Contestable Customers*. | 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 *Central Registration Body* and the participation and transactions of *Suppliers* and ~~Contestable~~ ***Retail*** *Customers*. | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| Scope of Chapter 2 | This Chapter 2 sets out the rules for registration of *Suppliers*, Contestable Customers and *Retail Metering Services* *Providers*. | This Chapter 2 sets out the rules for registration of *Suppliers, ~~Contestable~~* ***Retail*** *Customers* and *Retail Metering Services Providers*. | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| CONTESTABLE CUSTOMERS | 2.2 CONTESTABLE CUSTOMERS | 2.2 ~~CONTESTABLE~~ **RETAIL** CUSTOMERS | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| CONTESTABLE CUSTOMERS | 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 *Central Registration Body*, or, as a voluntary *Participant* in the *WESM*. | **2.2.1 Eligibility of Retail Customers**  ~~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 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 *Central Registration Body*, or, as a voluntary *Participant* in the *WESM*.  **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*.** | Expanded the eligibility requirements of contestable customers to reflect the updated ERC policies and harmonize it with DOE DC2021-06-0012.   * Defines the End-Users that comprise the Retail Customers and their corresponding eligibility, including the GEOP End-Users. |  |  |
|  | 2.2.2 Distribution utilities shall notify the *Central Registration Body* of any end user that has met the requirements to be certified as *Contestable Customer* 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 | 2.2.2 Distribution utilities shall notify the *Central Registration Body* of any end user that has met the requirements to ~~be certified~~ become as *Contestable Customer* **and/or as *End-User* under the *Green Energy Option Program*** 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.~~ | * To enjoin DUs to indicate whether an End-User qualifies under RCOA or GEOP or both.      * Deleted portion on confirmation of contestability from ERC in line with ERC’s revised contestability guidelines. |  |  |
|  | (new) | **2.2.4** **A *Retail Customer* that is a GEOP End-User as identified and notified by their respective *Distribution Utility* may voluntarily:**  **a)** **Elect to source its supply from a *Renewable Energy Supplier* and register with the *Central Registration Body*; or**  **b)** **Continue to be served by the Distribution Utility until it elects to purchase electricity from a Renewable Energy Supplier.** | To clarify the options provided for GEOP End-Users that are not qualified to be Contestable Customers |  |  |
|  | 2.2.4 The registration of *Contestable Customers* shall be in respect to their facilities that have been issued certifications of contestability by the ERC, Provided, that –  2.2.4.1 *Contestable Customers* that have more than one *registered facility* shall have multiple registrations; and  2.2.4.2 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. | ~~2.2.4~~**2.2.5** The registration of *Contestable Customers* shall be in respect to their facilities that have been issued certifications of contestability by the ERC **or determined as eligible by the *Distribution Utility*, as provided in the monthly billing statement, pursuant to relevant ERC Rules and Regulations**, ~~P~~provided, that –  ~~2.2.4.1~~**2.2.5.1** *Contestable Customers* that have more than one *registered facility* shall have multiple registrations; and  ~~2.2.4.2~~**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. | Renumbered due to inserted provision |  |  |
|  | 2.2.5 *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. | ~~2.2.5~~ **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. | Renumbered due to inserted provision |  |  |
| CONTESTABLE CUSTOMER INFORMATION | 2.3 CONTESTABLE CUSTOMER INFORMATION | 2.3 ~~CONTESTABLE~~ **RETAIL** CUSTOMER INFORMATION | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
|  | 2.3.1.1 | 2.3.1.1 All *Distribution Utilities* shall submit the following information to the *Central Registration Body* on all end users within its franchise area that it deems to have already met the required demand threshold.  (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 *metering point* of the *Distribution Utility* where the supply of the end user passes through | 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;  (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 user passes through;  **(h) Confirmation that the end-user has qualified either for retail competition or GEOP, or both; and**  **(i) Confirmation that the end-user has signified interest to participate under retail competition or *Green Energy Option Program*, or both.** | * To enjoin DUs to indicate whether an End-User qualifies under RCOA or GEOP or both. * To harmonize the NSPs’ responsibility for submission of customer information to the CRB and the CRB’s responsibility to maintain the information submitted to it for both RCOA and GEOP. The requirement to determine whether the End-User has signified interest is included to comply with the minimum requirement set out in ERC GEOP Rules Section 15.3b. |  |
| Request and Release of Customer Information | 2.3.2.1 Upon prior authorization, provided in written or electronic form, by a *Contestable Customer*, the *Central Registration Body* shall provide the information so authorized to the *Supplier* or to such other person or entity authorized by the *Contestable Customer*. | 2.3.2.1 Upon prior authorization, provided in written or electronic form, by a ~~Contestable~~ ***Retail*** *Customer*, the *Central Registration Body* shall provide the information so authorized to the *Supplier* or to such other person or entity authorized by the *~~Contestable~~* ***Retail*** *Customer.* | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS | (new) | **2.4.2.1** **Secure a Retail Electricity Supplier license from the ERC pursuant ERC Resolution No. 01, Series of 2011, and amendments thereto.**  **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**  **2.4.2.3** **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.** | To define requirements for Renewable Energy Supplier. ERC GEOP Rules Section 12 prescribes that the RE Supplier shall secure a Retail Electricity Supplier license from the ERC |  |  |
| SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS | 2.4.2 Distribution utilities before being able to transact for the supply of electricity to *Contestable 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 Customers*. | ~~2.4.2~~ **2.4.3** Distribution utilities**,** before being able to transact for the supply of electricity to *~~Contestable~~* ***Retail*** *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~~* ***Retail*** *Customers*. | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS | 2.4.3 Before being able to provide metering services for *Contestable Customers*, a *Retail Metering Services Provider* shall:  2.4.3.1 Hold license as a *Retail Metering Services Provider* issued by the *ERC*; and  2.4.3.2 Register in the *WESM* as a *Retail Metering Services Provider* and shall fulfil all such registration requirements as set out in the *WESM Rules* Chapter 2 and relevant *Market Manual*.  2.4.4 At the commencement of *retail competition* | ~~2.4.3~~ **2.4.4** Before being able to provide metering services for *~~Contestable~~* ***Retail*** *Customers*, a *Retail Metering Services Provider* shall:  ~~2.4.3.1~~ **2.4.4.1** Hold license as a *Retail Metering Services Provider* issued by the *ERC*; and  ~~2.4.3.~~2 **2.4.4.2** Register in the *WESM* as a *Retail Metering Services Provider* and shall fulfil all such registration requirements as set out in the *WESM Rules* Chapter 2 and relevant *Market Manual*. | * Generalized to *Retail Customers* to include GEOP End-Users   Re-numbering |  |  |
| SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS | 2.4.4 At the commencement of *retail competition*, the *Distribution Utilities* shall serve as the default *Retail Metering Services Provider* for *Contestable Customers* with service addresses located within their franchise area, and as such, are deemed registered in the *WESM* without need of complying with the requirements set in Clause 2.4.3 of this Chapter 2. | ~~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** register~~ed~~ 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 existing *Retail Metering Services Providers* currently serving *Contestable Customers* who intends to provide service to *GEOP End-Users* to submit registration requirements.** | * Removed the introductory term as retail competition as commenced already   Change to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not Contestable Customers |  |  |
| REGISTRATION PROCESS | 2.5  The *Central Registration Body* shall prepare and publish a *Market Manual* in accordance with Chapter 8 of the *WESM Rules* which sets out:  2.5.1 The requirements and procedures which *Suppliers*, *Contestable Customers* and *Retail Metering Services Providers* shall follow to enable registration in the *WESM*, which requirements and procedures shall be consistent with relevant provisions of *WESM* *Rules* Chapter 2.  2.5.2 The data required to be provided to the *Central Registration Body* for registration as a *Supplier*, *Contestable Customer*, or *Retail Metering Services Provider*. | 2.5  The *Central Registration Body* shall prepare and publish a *Market Manual* in accordance with Chapter 8 of the *WESM Rules* which sets out:  2.5.1 The requirements and procedures which **Retail Electricity** *Suppliers*, *Contestable Customers* and *Retail Metering Services Providers* shall follow to enable registration in the *WESM*, which requirements and procedures shall be consistent with relevant provisions of *WESM* *Rules* Chapter 2.  **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**  ~~2.5.2~~ **2.5.3** The data required to be provided to the *Central Registration Body* for registration as a *Supplier*, *~~Contestable~~* ***Retail*** *Customer*, or *Retail Metering Services Provider*. | This is to provide basis for the new GEOP Manual |  |  |
| SUSPENSION, DE-REGISTRATION AND CESSATION OF MEMBERSHIP | 2.6 The suspension, de-registration and cessation of the membership of *Suppliers* and *Contestable Customers* in the *WESM* shall be governed by the *WESM Rules* and *relevant Market Manuals*. | ~~2.6~~ **2.6.1** The suspension, de-registration and cessation of the membership of *Suppliers,* ***Retail Metering Services Providers*** and ***Retail*** *~~Contestable~~ Customers* **that are registered** in the *WESM* shall be governed by the *WESM Rules* and relevant *Market Manuals*.  **2.6.2** **The cessation of the membership of *Retail Customers* that are registered with the *Central Registration Body* only shall be governed by a relevant *Market Manual.*** | Generalized to ***Retail Customers*** to include GEOP End-Users  Added Clause 2.6.2 to cover the process for cessation of membership of CRB-only registered participants. The detailed procedures are contained in the Retail Manual on Registration Criteria and Procedures. |  |  |
| SCOPE OF CHAPTER 3 | This chapter sets out the rules which govern operation of the market pertaining to the following and related matters:  3.1.1 Switching of *Suppliers* by *Contestable Customers*  3.1.2 Settlement of the transactions of *Suppliers* and *Contestable Customers* in the *WESM*; and  xxx | This chapter sets out the rules which govern operation of the market pertaining to the following and related matters:  3.1.1 Switching of *Suppliers* by *~~Contestable~~* ***Retail*** Customers  3.1.2 Settlement of the transactions of *Suppliers* and *~~Contestable~~* ***Retail*** *Customers* in the *WESM*; and  xxx | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| CONTESTABLE CUSTOMER TRANSACTIONS\  3.2 | CONTESTABLE CUSTOMER TRANSACTIONS | ~~CONTESTABLE~~ **RETAIL** CUSTOMER TRANSACTIONS | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
|  | 3.2.1.1 Switching shall apply to the commercial transfer of a *Contestable Customer* from one *Supplier* to another, other than a transfer to a *Supplier of Last Resort* 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 *~~Contestable~~* ***Retail*** *Customer* from one *Supplier* to another, other than a transfer to a *Supplier of Last Resort* in case of a last resort event for which section 3.4 of this Chapter 3 shall apply. | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
|  | 3.2.1.3 A *Supplier* may submit a *switch request* to the *Central Registration Body* if the following conditions are met:  a) A supply contract has been entered into between the *Supplier* and the *Contestable Customer* for which the *Switch request* is made; and  b) There is an existing and valid wheeling service agreement with the relevant *Distribution Utility* or *Network Service Provider* and a metering services agreement with a registered Metering Services Provider, covering the *Contestable Customer*.  c) The *Contestable Customer* has no financial obligations with its *Network Service Provider*, in case of initial switch, or its incumbent *Supplier*. | 3.2.1.3 A *Supplier* may submit a switch request to the *Central Registration Body* ~~if~~ **provided** the following conditions are met:  a) A supply contract has been entered into between the *Supplier* and the *~~Contestable~~* ***Retail*** *Customer* for which the *Switch request* is made; and  b) There is an existing and valid wheeling service agreement with the relevant *Distribution Utility* or *Network Service Provider* and a *metering services* agreement with a registered Metering Services Provider, covering the *~~Contestable~~* ***Retail*** *Customer.*  c) The *~~Contestable~~* ***Retail*** Customer has no financial obligations with its Network Service Provider, in case of initial switch, or its incumbent Supplier**;** **and**  **d) Any other conditions as may be specified in issuances by the *DOE* and the *ERC*.** | Generalized to ***Retail Customers*** to include GEOP End-Users |  |  |
| Conditions for Customer Switching | (new) | **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*.** | This is to clarify that only Renewable Energy Supplier may only switch Retail Customers that are GEOP End-users. |  |  |
| Procedures for Switching | 3.2.2.1 Once all the conditions set forth in Clause 3.2.1.3 are met, the new *Supplier* shall submit the *switch request* to the *Central Registration Body* not later than seven (7) working days prior to the proposed effective date. The *switch request* shall include an attestation duly signed by:  a) the *Supplier* and the *Contestable Customer* of the existence of a retail supply contract between the two parties, and the term of the retail supply contract including the effectivity dates;  b) the *Supplier* or the *Contestable Customer*, as *applicable*, and the relevant *Distribution Utility* of the existence of a valid wheeling service agreement covering the *Contestable Customer*;  c) the *Supplier* or the *Contestable Customer*, as *applicable*, and the registered *Retail Metering Services Provider* of the existence of a metering services agreement covering the *Contestable Customer*; and  d) the incumbent *Supplier* or, if not served by a *Supplier*, the *relevant Distribution Utility* that the *Contestable Customer* has no outstanding balance.  The *Supplier* or the *Contestable Customer* registering as a Direct WESM Member shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the Contestable Customer, as applicable.  The *Central Registration Body* shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the *Contestable Customer* as submitted by the Distribution Utilities under Clause 2.3.1.1, and it shall notify the *Supplier* and the *Contestable Customer*, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request. All shortcomings by the *Supplier* and the *Contestable Customer* shall be rectified within two (2) working days from the receipt of the *Central Registration Body’s* notice. | 3.2.2.1 Once all the conditions set forth in Clause 3.2.1.3 are met, the new *Supplier* shall submit the switch request to the *Central Registration Body* not later than seven (7) working days prior to the proposed effective date.  The switch request shall **be electronically filled out and shall** include ~~an attestation duly signed by~~ **a confirmation from** **authorized representatives of the following**:    a) the *Supplier* and the *~~Contestable~~* ***Retail*** *Customer* of the existence of a retail**/GEOP** supply contract **or any equivalent thereof** between the two parties, and the term of the retail supply contract including the effectivity dates;  b) the *Supplier* or the *~~Contestable~~* ***Retail*** *Customer*, as applicable, and the relevant Distribution Utility **or *Network Service Provider*** of the existence of a valid wheeling service agreement covering the Contestable Customer;  c) the *Supplier* or the *~~Contestable~~* ***Retail*** *Customer*, as applicable, and the registered *Retail Metering Services* *Provider* of the existence of a **valid** metering services agreement covering the *Retail Customer;* and  d) the incumbent *Supplier* or, if not served by a Supplier, the relevant *Distribution Utility* that the *~~Contestable~~* ***Retail*** *Customer* has no outstanding balance.  **The *Central Registration Body* may require submission of appropriate documentation to** **ensure the authorized representatives have authority to represent their respective organizations.**  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.  The *Central Registration Body* shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the *~~Contestable~~* ***Retail*** *Customer* as submitted by the *Distribution Utilities* under Clause 2.3.1.1, and shall notify the *Supplier* and the ***Retail*** *~~Contestable~~ Customer*, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request. All shortcomings by the Supplier and the *~~Contestable~~* ***Retail*** *Customer* shall be rectified within two (2) working days from the receipt of the *Central Registration Body’s* notice.  **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.** | * Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| Procedures for Switching | 3.2.2.3 If the *Central Registration Body* verifies that all conditions are met and for which the switch request is made for a *Contestable Customer* not intending to register in the *WESM*:  a) The new *Supplier* of the Contestable Customer shall update its prudential requirements if so required by the *Market Operator within two (2) working days* from the receipt of notice from the *Central Registration Body* to ensure that it continuously satisfies the prudential requirements as set out in the *WESM Rules*.  b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the *Central Registration Body* shall approve the switch request and it shall notify the new *Supplier*, the incumbent *Supplier, Retail Metering Services Provider* and the relevant *Distribution Utility* or *Network Service Provider* of the confirmation of the switch request and the effective date of the switch within two (2) working days. | 3.2.2.3 If the *Central Registration Body* verifies that all conditions are met and for which the *switch request* is made for a *~~Contestable~~* ***Retail*** *Customer* not intending to register in the WESM:  a) The new *Supplier* of the *~~Contestable~~* ***Retail*** *Customer* shall update its prudential requirements if so required by the *Market Operator* within two (2) working days from the receipt of notice from the *Central Registration Body* to ensure that it continuously satisfies the prudential requirements as set out in the *WESM Rules*.  b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the *Central Registration Body* shall approve the switch request and it shall notify the new *Supplier*, the incumbent Supplier, *Retail Metering Services Provider* and the relevant *Distribution Utility* or *Network Service Provider* of the confirmation of the switch request and the effective date of the switch within two (2) working days. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not Contestable Customers. |  |  |
| Procedures for Switching | 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:   * + 1. The *Central Registration Body* shall notify the Supplier which submitted the switch request, the incumbent *Supplier* 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.     2. 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 3.2.2.1.     3. xxx     4. xxx   xxx | 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 MarketOperator confirms that the prudential requirements are not fully satisfied:  a) **If the *Retail Customer* is a *Contestable Customer,*** ~~T~~**the** Central Registration Body shall notify the Supplier which submitted the switch request, the incumbent Supplier 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.  **b)** **If the *Retail Customer* is a *GEOP End-User,* the Central Registration Body shall notify the *Renewable Energy* Supplier which submitted the switch request, the incumbent Supplier, the GEOP End-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.**  ~~(b)~~ **(c)** xxx  ~~(c)~~ **(d)** xxx  ~~(d)~~ **(e)** xxx  ~~(e)~~ **(f)** xxx | Generalized to Retail Customers to include GEOP End-Users and align its process with Section 16 of ERC Resolution No. 08, Series of 2021 wherein entities to be notified on the disapproval of a switch is different for GEOP is different from RCOA |  |  |
|  | 3.2.2.5 If the *Central Registration Body* determines under Clause 3.2.2.1 that the *Contestable Customer* has lacking customer information as required under Clause 2.3.1.1, the *Central Registration Body* shall notify the relevant *Distribution Utility* *within two (2*) working days to provide the necessary information. The *Distribution Utility* shall submit the necessary information within two (2) *working days* from the receipt of the notification. | 3.2.2.5 If the *Central Registration Body* determines under Clause 3.2.2.1 that the ***~~Contestable~~*** ***Retail*** *Customer* has lacking customer information as required under Clause 2.3.1.1, the *Central Registration Body* shall notify the relevant *Distribution Utility* within two (2) *working days* to provide the necessary information. The *Distribution Utility* shall submit the necessary information within two (2) *working days* from the receipt of the notification. | Change to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End -Users which are not contestable Customers |  |  |
| Procedures for Switching | 3.2.2.6 A *Distribution Utility* as *Retail Metering Service Provider* that has received a notification from the *Central Registration Body* 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 *Central Registration Body* within fifteen (15) *working days* from the receipt of the notification. The *Central Registration Body* shall inform the new *Supplier* of the lacking customer information and the status of the submission of the *Distribution Utility*. Failure to submit may subject the *Distribution Utility* to appropriate sanctions. The *Supplier* shall submit updated switch effective date, if necessary, to the *Central Registration Body* if the original switch effective date will be affected by metering installation. | 3.2.2.6 A *Distribution Utility* as *Retail Metering Service Provider* that has received a notification from the *Central Registration Body* 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 *Central Registration Body* within fifteen (15) *working days* from the receipt of the notification **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***. The *Central Registration Body* shall inform the new *Supplier* of the lacking customer information and the status of the submission of the *Distribution Utility*. Failure to submit may subject the *Distribution Utility* to appropriate sanctions. The *Supplier* shall submit updated switch effective date, if necessary, to the *Central Registration Body* if the original switch effective date will be affected by metering installation. | Generalized to Retail Customers to include GEOP End-Users and align its process with Section 8 of ERC Resolution No. 08, Series of 2021 Also to align with Section 16 of ERC Resolution No. 08, Series of 2021 wherein timeline for rectifying metering deficiencies for GEOP is different from RCOA |  |  |
| Customer Relocation | 3.2.3.1 A *Contestable Customer* that wishes to relocate to a new service address within the same franchise area or in the franchise area of another *Distribution Utility* or *Network Service Provider* and wishes to continue to be served by its present *Supplier* shall send a prior request for relocation of service to the *Supplier* and the relevant *Distribution Utilities* or *Network Service Providers* | 3.2.3.1 A *~~Contestable~~* ***Retail*** *Customer* that wishes to relocate to a new service address within the same franchise area or in the franchise area of another *Distribution Utility* or *Network Service Provider* and wishes to continue to be served by its present Supplier shall send a prior request for relocation of service to the *Supplier* and the relevant *Distribution Utilities* or *Network Service Providers.* |  |  |  |
| Customer Relocation | 3.2.3.2 If the *Supplier* agrees to continue to provide service, the parties shall notify the *Central Registration Body* of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant *Distribution Utilities* or *Network Service Providers.* | 3.2.3.2 If the *Supplier* agrees to continue to provide service **to the *Contestable Customer***, the parties shall notify the *Central Registration Body* of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant *Distribution Utilities* or *Network Service Providers.* | Propose to specify term "Contestable Customer" as this procedure is not applicable to GEOP End-Users. Relocation procedures for GEOP End-Users are provided in succeeding clauses which are consistent with the ERC GEOP Rules. |  |  |
|  | 3.2.3.3 If the *Supplier* does not agree to continue to provide service:  a) The *Contestable Customer* shall, prior to relocation, switch to a new *Supplier* in accordance with the requirements and procedures set in Clause 3.2.2.  xxx | 3.2.3.3 If the *Supplier* does not agree to continue to provide service ***to a Contestable Customer:***  a) The *Contestable Customer* shall, prior to relocation, switch to a new *Supplier* in accordance with the requirements and procedures set in Clause 3.2.2.  xxx | To specify that Clause 3.2.3.3 will only apply to a Contestable Customer |  |  |
|  | (new) | **3.2.3.4** **A *GEOP End-Use*r 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:**     1. **Address of the new location; and** 2. **Intended date of transfer and the commencement of service at the new location.**     **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 ensuring that the intended relocation site is within the *Distribution Utility* or *Network Service Provider’s* franchise area and distribution system.** | As provided in Section 19 of ERC Resolution No. 8, Series of 2021.  The current Clause 3.2.3.4 is proposed to be renumbered as Clause 3.2.3.11 in the subsequent pages. |  |  |
| Customer Relocation | (new) | **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.** | As provided in Section 19 of ERC Resolution No. 8, Series of 2021. |  |  |
| Customer Relocation | (new) | **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*.**  **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 says from receipt of the notice of the approval.**  **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.** | As provided in Section 19 of ERC Resolution No. 8, Series of 2021. |  |  |
| Customer Relocation | (new) | **3.2.3.7** **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.** | As provided in Section 19 of ERC Resolution No. 8, Series of 2021. |  |  |
| Customer Relocation | (new) | **3.2.3.8** **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.** | As provided in Section 19 of ERC Resolution No. 8, Series of 2021. |  |  |
|  | (new) | **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*.**  **The *Renewable Energy Supplier* shall submit a new switch request in accordance with** **requirements and procedures set in Clause 3.2.2.** | As provided in Section 20 of ERC Resolution No. 8, Series of 2021. |  |  |
|  | (new) | **3.2.3.10** **If the *Supplier* does not agree to continue to provide service to a *GEOP End-User*, the *Retail Customer* shall have the following options:**  **a) Switch to a new *Supplier* in accordance with the requirements and procedures set in Clause 3.2.2;**  **b) If the *Retail Customer* fails to comply with the conditions set out in the previous paragraph, the *Retail Customer may* transfer to a *Supplier of Last Resort* in accordance with requirements and procedures set in Clause 3.4 or revert to being a Captive Customer in accordance with the requirements and procedures set in Clause 3.5.** | To clarify procedures for GEOP End-Users in case its Supplier does not agree to continue to provide service at the new location. Per ERC Resolution No. 08, Series of 2021 Section 25, failure to renew or secure a new supply contract is a Last Resort Supply Event. Meanwhile ERC Resolution No. 08, Series of 2021 Section 24 states that any Last Resort Supply Event is a ground for reversion to the Captive Market. |  |  |
| Customer Relocation | 3.2.3.4 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the *registered facility* of a *Contestable Customer* is transferred to different service address and the certification of contestability issued by the *ERC* remains valid; Provided, however that if a new certificate of contestability is issued by the *ERC* for the facility at its new location, this Clause 3.2.3 shall not apply.  a) The *Contestable Customer* may apply for new registration in respect to said facility, which registration shall be governed by Chapter 2 of these *Retail Rules*; and  b) The *Central Registration Body* shall cease the registration of the previously-registered facility in accordance with Chapter 2 of the *Retail Rules* and relevant *Market manual*s. | ~~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~~ **transfers to a** 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 *ERC* for the facility at its new location, this Clause 3.2.3 shall not apply. ~~a) The~~ *~~Contestable Customer~~* ~~may apply for new registration in respect to said facility, which registration shall be governed by Chapter 2 of these~~ *~~Retail Rules~~*~~; and b) The~~ *~~Central Registration Body~~* ~~shall cease the registration of the previously-registered facility in accordance with Chapter 2 of the~~ *~~Retail Rules~~* ~~and relevant~~ *~~Market manual~~*~~s.~~ | Renumbering and provided revisions to clarify that End-user may only continue to be supplied under RCOA or GEOP after relocation if its new system is still compliant with eligibility requirements. |  |  |
| Prohibited Customer Transfer | 3.2.4  A *Supplier* shall not be permitted to transfer a *Contestable Customer* to another *Supplier* without the authorization of the affected *Contestable Customer* and without complying with the *Customer switching* requirements and procedures set out in clause 3.2.2. | 3.2.4  A Supplier shall not be permitted to transfer a *~~Contestable~~* ***Retail*** *Customer* to another *Supplier* without the authorization of the affected ~~Contestable~~ ***Retail*** *Customer* and without complying with the *Customer switching* requirements and procedures set out in clause 3.2.2. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Termination of Supplier Service by the Supplier | 3.2.5.1 If the *Supplier* does not intend to renew the supply contract of a *Contestable Customer*, it shall send a notice of non-renewal to the *Contestable Customer* and the *Central Registration Body* at least thirty days prior to the expiration of the term of the contract. | 3.2.5.1 If the ***Retail Electricity*** *Supplier* does not intend to renew the supply contract of a *~~Retail~~* ***Contestable*** *Customer*, it shall send a notice of non-renewal to the *~~Retail~~* ***Contestable*** *Customer* and the *Central Registration Body* at least thirty **(30)** days prior to the expiration of the term of the contract. | To clarify that this provision is applicable only to Contestable Customers. |  |  |
|  | 3.2.5.2 If the *Supplier* intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the *Contestable Customer* in accordance with terms specified in their contract, and prior to the date of termination, to the *Central Registration Body* and to the relevant *Network Service Provider* and *Retail Metering Services Provider.* | 3.2.5.2 If the ***Retail Electricity*** *Supplier* intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the *Contestable* *Customer* in accordance with terms specified in their contract,~~.~~ ~~and~~ ~~p~~**P**rior to the date of termination, **the *Supplier* shall also send the notice** to the *Central Registration Body* and to the relevant *Network Service Provider* and *Retail Metering Services Provider.* | * To clarify that this provision is applicable only to Contestable Customers. * Clerical revisions. |  |  |
| Termination of Supplier Service by the Supplier | (new) | **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.** | To align with procedures for termination of GEOP End-Users as provided in Section 23 of ERC Resolution No. 8, Series of 2021. |  |  |
| Termination of Supplier Service by the Supplier | (new) | **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. 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.** | To align with procedures for termination of GEOP End-Users as provided in Section 22 of ERC Resolution No. 8, Series of 2021. |  |  |
| Termination of Supplier Service by the Supplier | (new) | **3.2.5.** **5** **In case of non-renewal or termination of the supply contract, the** **GEOP End-User may**  **a) Switch to another Renewable Energy *Supplier* in accordance with the requirements and procedures set out in Clause 3.2.2;**  **b) Transfer to a *Supplier of Last Resort* in accordance with requirements and procedures set in Clause 3.4; or**  **c) Revert to being a Captive *End-User* in accordance with Clause 3.5.**  **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.** | Added the last paragraph to clarify the procedures for GEOP End-Users in case of non-renewal or termination. Per ERC Resolution No. 08, Series of 2021 Section 25, failure to renew or secure a new supply contract is a Last Resort Supply Event. Meanwhile ERC Resolution No. 08, Series of 2021 Section 24 states that any Last Resort Supply Event is a ground for reversion to the Captive Market. |  |  |
|  | (new) | **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.*** | To align with procedures for termination of GEOP End-Users as provided in Sections 22 and 23 of ERC Resolution No. 8, Series of 2021. |  |  |
|  | 3.2.5.5 The termination of the contract shall be given effect by the *Central Registration Body* only if the conditions set forth in Clauses 3.2.5.3 or 3.2.5.4 of this Chapter 3 are met. | ~~3.2.5.5~~ **3.2.5.6** The termination of the contract shall be given effect by the *Central Registration Body* only if the conditions set forth in Clauses 3.2.5.3 ~~or~~ **to** 3.2.5.~~4~~**6** of this Chapter 3 are met. | Renumbered due to inserted provision. |  |  |
|  | 3.2.6 *The Central Registration Body* shall prepare and publish a *Market Manual* that sets out in more detail the relevant timelines, requirements and procedures for carrying out the *Contestable Customer* transactions described in this section 3.2. | 3.2.6 *The Central Registration Body* shall prepare and publish ~~a~~ **relevant***Market Manual****s*** that sets out in more detail the relevant timelines, requirements and procedures for carrying out the *~~Contestable~~* ***Retail*** *Customer* transactions described in this section 3.2. | * Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. * To provide basis for the new GEOP Manual. |  |  |
| SETTLEMENT QUANTITIES | 3.3.1 The settlement quantities of *Contestable Customers* and *Suppliers* in each *settlement interval* of the billing period shall be determined in accordance with this Chapter 3 | 3.3.1 The settlement quantities of *~~Contestable~~* ***Retail*** *Customers* and *Suppliers* in each *settlement interval* of the billing period shall be determined in accordance with this Chapter 3. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End -Users which are not contestable Customers. |  |  |
| SETTLEMENT QUANTITIES | 3.3.2 Determining the Gross Energy Settlement Quantities of Contestable Customers and Suppliers  3.3.2.1 The *metered quantity* of each Contestable Customer 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*. The *gross energy settlement quantity* of each *Contestable Customer* that is a *Direct WESM Member* shall be its *metered quantity*. *The gross energy settlement quantity* of each *Supplier* shall be determined for each g*rid off-take metering point* with which it has a Contestable Customer that is not a *WESM Member.*  3.3.2.2 The *Central Registration Body* shall determine the *metered quantity* of the *Contestable Customers* at a *grid off-take metering point* using the meter data provided by the relevant *Retail Metering Services Provider* to the *Central Registration Body* in accordance with relevant Market Manual. | 3.3.2 Determining the Gross Energy Settlement Quantities of~~Contestable~~ ***Retail*** *Customers* and *Suppliers*  3.3.2.1 The metered quantity of each *~~Contestable~~* ***Retail*** *Customer* 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*. The gross energy settlement quantity of each *~~Contestable~~* ***Retail*** *Customer* that is a *Direct WESM Member* shall be its metered quantity. The *gross energy settlement quantity* of each *Supplier* shall be determined for each *grid off-take metering point* with which it has a *~~Contestable~~* ***Retail*** *Customer* that is not a *WESM Member.*  3.3.2.2 The *Central Registration Body* shall determine the metered quantity of the *~~Contestable~~* ***Retail*** *Customers* at a *grid off-take metering point* using the meter data provided by the relevant *Retail Metering Services Provider* to the *Central Registration Body* in accordance with relevant Market Manual. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End -Users which are not contestable Customers. |  |  |
| SETTLEMENT QUANTITIES | 3.3.2.3  The *gross energy settlement* quantity of each *Supplier* for each *grid off-take metering point* shall be determined as the sum of the *metered quantities* of all *Contestable Customers* that are not *WESM* *Members* associated with such *grid off-take metering point.* | 3.3.2.3  *The gross energy settlement quantity* of each Supplier for each *grid off-take metering point* shall be determined as the sum of the metered quantities of all *~~Contestable~~* ***Retail*** *Customers* that are not *WESM Members* associated with such *grid off-take metering point.* | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| Declaration of Bilateral Contract Quantities | 3.3.3.2  Contracts entered into between *Suppliers* for the supply of electricity to a *Contestable Customer* shall not be accounted for in settlements but will be settled by the parties among themselves. | 3.3.3.2  Contracts entered into between Suppliers for the supply of electricity to a *~~Contestable~~* ***Retail*** *Customer* shall not be accounted for in settlements but will be settled by the parties among themselves. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| Settlement of Contestable Customers with their Suppliers | 3.3.5  Settlement of *Contestable* *Customers* with their *Suppliers*  Billing and settlement of the transactions of the *Contestable Customers* with their respective *Suppliers* shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the *ERC* and other competent agencies. | 3.3.5  Settlement of *~~Contestable~~* ***Retail*** *Customers* with their *Suppliers*  Billing and settlement of the transactions of the *~~Contestable~~* ***Retail*** *Customers* with their respective *Suppliers* shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the *ERC* and other competent agencies. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| 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. | 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~~ ***Retail*** *Customers* for which such Supplier is transacting. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| 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. | 3.3.7.2  Access to settlement information pertaining to ~~Contestable~~ ***Retail*** *Customers* not registered in the WESM shall be provided to their respective Supplier counterparties, provided, however that those ~~Contestable~~ ***Retail*** *Customers* may be provided access to their own settlement information upon request from the Central Registration Body. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| FAILURE OF A SUPPLIER | 3.4.1 | 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:  3.4.1.1 The Supplier has ceased to operate;  3.4.1.2 The Supplier’s license or authorization has been revoked by the ERC;  3.4.1.3 The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership; or  3.4.1.4 The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated. | 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:  3.4.1.1 The Supplier has ceased to operate;  3.4.1.2 The Supplier’s license or authorization has been revoked by the ERC;  **3.4.1.3** **The *Supplier’s* operating permit, in the case of a *Renewable Energy Supplier*, has been revoked by the DOE;**  ~~3.4.1.3~~**3.4.1.4** The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership; or  **3.4.1.5** **Failure to renew the supply contract between a *GEOP End-User* and a *Renewable Energy Supplier*;**  ~~3.4.1.4~~**3.4.1.6** The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated.; or  **3.4.1.7** **Any other event which the ERC may deem as a last resort supply event.** | * Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. * Section 25 of ERC Resolution No. 8, Series of 2021 provides additional Last Resort Supply Events specific for Renewable Energy Suppliers and GEOP End-Users |  |
| FAILURE OF A SUPPLIER | 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. | 3.4.2 When the Central Registration Body determines **or receives notice of** the occurrence of a last resort event, the shall notify the affected *~~Contestable~~* ***Retail*** *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~~* ***Retail*** *Customers* to the Supplier of Last Resort. | * Added term "receives notice" since RE Suppliers are required to notify CRB of last resort supply event pursuant to ERC GEOP Rules Section 26.1. The said requirement is also incorporated in the Retail Manual on GEOP Procedures. * Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers. |  |  |
| FAILURE OF A SUPPLIER  3.4.3 | The following procedures shall be observed upon the occurrence of a last resort event:  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.  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.  3.4.3.3 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 resort event and submit an attestation of the agreement duly signed by the Contestable Customer and the Supplier of Last Resort. | The following procedures shall be observed upon the occurrence of a last resort event:  3.4.3.1 Within ~~twenty-four hours~~ **two (2) working days** from being notified of the occurrence of the last resort event, the *~~Contestable~~* ***Retail*** *Customer* shall notify the Central Registration Body and the Supplier of Last Resort if it chooses to be served by the latter.  3.4.3.2 Within ~~twenty-four hours~~ **two (2) working days** upon receiving notice from the *~~Contestable~~* ***Retail*** *Customer*, the Supplier of Last Resort shall inform the *Contestable Customer* of the terms of its supply contract and the applicable rates.  3.4.3.3 The parties shall then notify the Central Registration Body that the *~~Contestable~~* ***Retail*** *Customer* has agreed to be served by the Supplier of Last Resort no later than ~~forty-eight (48) hours~~ **two (2) working days**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~~ **a switch request in accordance with applicable requirements and procedures under Sections 3.2.1 and 3.2.2 of this *Retail Rules***.    **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.** | * This proposal adopts the timelines provided in Section 26 and 27 of ERC Resolution No. 8, Series of 2021 with respect to transfer to SOLR. * Likewise, Clause 3.4.3.4 is added to adopt Section 27 of ERC Resolution No. 8, Series of 2021 wherein evaluation of transfer to SOLR by the CRB shall be in accordance with procedures for evaluating switch requests to Suppliers. |  |  |
|  | 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~~ ***Retail*** Customers. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
|  | FAILURE OF A SUPPLIER | ~~FAILURE OF A SUPPLIER~~ **PROCEDURE UPON OCCURRENCE OF LAST RESORT SUPPLY EVENTS** | To identify the contents of the section. Failure of a supplier is just one of the SOLR events. |  |  |
| FAILURE OF A SUPPLIER | (new) | **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.** | Added provision to clarify procedures for GEOP End-Users in case of non-transfer to the SOLR. Per ERC Reso. 8, Series of 2021 Section 25, failure to renew or secure a new supply contract is a Last Resort Supply Event. Meanwhile ERC Reso. 8, Series of 2021 Section 24 states that any Last Resort Supply Event is a ground for reversion to the Captive Market. |  |  |
| REVERSION TO THE CAPTIVE MARKET | (new) | **3.5 REVERSION TO CAPTIVE MARKET**  **3.5.1** **A *GEOP End-User* may revert to being a Captive End-User subject to fulfillment of all of the following conditions:**   * + - 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*;**       2. **Any of the last resort supply events under Clause 3.4.1 has occurred;**       3. **Its contract with a *Supplier of Last Resort* has exceeded the maximum period.**   **3.5.2** **A *GEOP End-User* may only exercise its option to revert to being a *Captive Customer* once every twelve (12) months.**  **3.5.3** **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.** | Added new section on reversion to captive market which is an option provided to GEOP End-Users pursuant to ERC Resolution No.8 Series of 2021 Sections 4.2 and 24. |  |  |
| 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;  4.1.1.3 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~~ ***Retail*** *Customers*;  4.1.1.3 Manner in which metering data of ~~Contestable~~ ***Retail*** *Customers* is to be used and managed; | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| 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~~ ***Retail*** *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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
|  | 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~~ ***Retail*** *Customers* which are directly connected end users shall be in accordance with Chapter 4 of the WESM Rules. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| METERING SERVICE PROVIDERS | 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~~ ***Retail*** *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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Use of meters | 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~~ ***Retail*** *Customers* and Suppliers registered in the WESM. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Performance of Metering Installations | 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~~ ***Retail*** *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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Installation Databases | 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:  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  b) 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. | 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:  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  b) 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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Rights of Access to Metering Data | 4.5.3  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:  xxx  4.5.3.5 Any Contestable Customer with respect to the metering data in relation to the metering point registered to it;  4.5.3.6 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;  xxx | 4.5.3  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:  xxx  4.5.3.5 Any ~~Contestable~~ ***Retail*** *Customer* with respect to the metering data in relation to the metering point registered to it;  4.5.3.6 Any Distribution Utility with respect to ~~Contestable~~ ***Retail*** *Customers* whose facilities are located in its franchise area and for whom said Distribution Utility is not the Retail Metering Services Provider;  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| 4.5.4 Confidentiality | 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~~ ***Retail*** *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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| 4.5.5 Payment for Access to Metering Data | 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~~ ***Retail*** *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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| DATA VALIDATION AND SUBSTITUTION | 4.6  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.  Xxx  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.  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 Body, the affected Contestable Customer, Supplier and Distribution Utility.  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. | 4.6  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.  Xxx  4.6.2.2 Present the corrected or substituted meter data to the Central Registration Body and the affected ~~Contestable~~ ***Retail*** *Customer*, Supplier and Distribution Utility.  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 Body, the affected ~~Contestable~~ ***Retail*** *Customer*, Supplier and Distribution Utility.  4.6.2.4 Perform the obligations set out in this clause 4.6.2 notwithstanding any dispute raised by the affected ~~Contestable~~ ***Retail*** *Customer*, Supplier or Distribution Utility. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| DATA VALIDATION AND SUBSTITUTION | 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. | 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~~ ***Retail*** *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~~ ***Retail*** *Customer*, Supplier or Distribution Utility. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | 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~~ ***Retail*** *Customer* to another Supplier other than a transfer to a Supplier of Last Resort | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | (new) | **Green Energy Option Program (GEOP) – The mechanism to empower end-users to choose renewable energy in meeting their energy requirements pursuant to Republic Act No. 9513.** | Defined the GEOP |  |  |
| GLOSSARY | (new) | **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.** | As defined in the GEOP Rules |  |  |
| GLOSSARY | 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~~ ***Retail*** *Customer* connected to a distribution system will be determined | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | 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~~ ***Retail*** *Customer* to be served by the Supplier of Last Resort. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | (new) | **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.** | Defined the Renewable Energy Supplier |  |  |
| GLOSSARY | (new) | **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”.** | Defined the Retail Customers |  |  |
| GLOSSARY | 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~~ ***Retail*** *Customers* and the operations of the Central Registration Body. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | 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~~ ***Retail*** *Customer* for the supply of electricity | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | 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**, in the capacity of a Retail Electricity Supplier and/or Renewable Energy Supplier,** 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. | Included additional Clause to consider Renewable Energy Suppliers |  |  |
| GLOSSARY | 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 **by the ERC** to serve ~~Contestable~~ ***Retail*** *Customers* following a Last resort supply event in accordance with these Retail Rules. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GLOSSARY | 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*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |

| 1. **Retail Manual on Registration Criteria and Procedures** | | | | | |
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| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| PURPOSE & SCOPE OF APPLICATION  Section I | Pursuant to Clause 2.5 of the *Retail Rules*, the *Central Registration Body* shall prepare and publish a *Market Manual* that shall provide the requirements and procedures for the registration of *Contestable Customers*, as applicable, *Suppliers* and *Retail Metering Service Providers* in the *WESM*. The criteria, guidelines and procedures for registration of *metering installations* are covered by the *Retail Metering Manual*. The suspension and de-registration procedures shall be governed by the *WESM Market Manual* 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"). | Pursuant to Clause 2.5 of the *Retail Rules*, the *Central Registration Body* shall prepare and publish a *Market Manual* that shall provide the requirements and procedures for the registration of *Contestable Customers*, as applicable, *Suppliers* and *Retail Metering Service Providers* in the *WESM*. **Requirements and procedures for the registration of *Suppliers* that are *Renewable Energy Suppliers* and *Retail Customers* under the *Green Energy Option Program* are covered by the *Retail Manual on Green Energy Options Procedures.*** The criteria, guidelines and procedures for registration of *metering installations* are covered by the *Retail Metering Manual*. The suspension and de-registration procedures shall be governed by the *WESM Market Manual* 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"). | This is to clarify that there is a GEOP Manual that details the transactions of GEOP participants. |  |  |
| SUSPENSION, DISCONNECTION AND DEREGISTRATION  Section III | SUSPENSION, DISCONNECTION AND DE-REGISTRATION | SUSPENSION, ~~DISCONNECTION~~ **DEREGISTRATION AND CESSATION** | Change in title is to more accurately reflect the contents of the section. |  |  |
| Section III | The suspension, de-registration and cessation of the membership of the Suppliers and Contestable Customers in the WESM shall be governed by the WESM Rules, Retail Rules and relevant Market Manuals. | **1. FOR PARTICIPANTS REGISTERED IN THE WESM**  The suspension, de-registration and cessation of the membership of the Suppliers, **Retail Metering Services Providers** and Contestable Customers in the WESM shall be governed by the WESM Rules, Retail Rules and relevant Market Manuals**, 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**.  **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.**  **2. FOR PARTICIPANTS REGISTERED WITH THE CENTRAL REGISTRATION BODY ONLY**  **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:**  **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:**   1. **Termination from its network; or** 2. **Reversion to being a *Captive End-User.***   **2.2 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.**  **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 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.**  **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 Commissionthat the *Contestable Customer* has met the conditions for reversion and confirmation from the incumbent *Supplier* or *Supplier of Last Resort* that the *Contestable Customer* has fulfilled all contractual obligations.**  **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.**  **2.6 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 *Contestable Customer* with the *Central Registration Body* and shall cease all activities relevant to a *Contestable Customer*.**  **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.**  **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*.*** | Propose to include additional provisions to define procedures for cessation of membership, de-registration and suspension of CRB-only registered participants  Notes: GEOP End-Users may only revert to the captive market once every 12 months per ERC GEOP Rules. |  |  |
| REGISTRATION OF CONTESTABLE CUSTOMERS - Pre-registration Procedures | 3.2.1. *Distribution Utilities* shall notify the *Central Registration Body* within fifteen (15) *working days* from its validation that a customer has met the required demand threshold of contestability.  The *Distribution Utilities* shall submit to the *Central Registration Body* the following customer information: 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);  g) SEIN of the grid metering point of the Distribution Utility where the supply of the end user passes through.  The *Distribution Utilities* shall use the form published by the *Central Registration Body* in the market information website in providing the customer information of the end users identified in this Section. | 3.2.1. *~~Distribution Utilities~~* ~~shall notify the~~ *~~Central Registration Body~~* ~~within fifteen (15)~~ *~~working days~~* ~~from its validation that a customer has met the required demand threshold of contestability.~~ The *~~Distribution Utilities~~* ***Network Service Providers*** shall submit to the *Central Registration Body* the following customer information **of newly qualified customers that have met the threshold of contestability every fifteenth (15th) day of the month**: 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 user passes through~~.~~**; and**  **h) Confirmation that the end-user has signified interest to participate under retail competition.**  **3.2.2** The *Distribution Utilities* shall use the form published by the *Central Registration Body* in the market information website in providing the customer information of the end users identified in this Section. | * To harmonize the NSPs’ responsibility for submission of customer information to the CRB and the CRB’s responsibility to maintain the information submitted to it for both RCOA and GEOP. The requirement to determine whether the End-User has signified interest is included to comply with the minimum requirement set out in ERC GEOP Rules Section 15.3b. * The timeline for submission of customer information is also proposed to be harmonized to every 15th day of the month for both RCOA and GEOP which is the timeline set out in the ERC GEOP Rules Section 48.   Renumbering of last paragraph to 3.2.2. |  |  |
| REGISTRATION OF CONTESTABLE CUSTOMERS - Pre-registration Procedures | 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 contestable and, if so certified, shall maintain record of the customer in the database registry for *Contestable Customers.* | ~~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 contestable and, if so certified, shall maintain record of the customer in the database registry for~~ *~~Contestable Customers.~~* | * Proposed to be deleted since DU confirmation in the monthly bill shall already suffice per ERC GEOP Rules Section 4.2 and ERC Reso No. 12, Series of 2020 Section 3. * See proposed renumbering in previous row |  |  |

| 1. **Retail Manual on Market Transactions Procedures** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| SCOPE OF APPLICATION  Section I.2 | This Manual covers the criteria, guidelines, and procedures for the *Customer Switching* requests from Suppliers, Contestable Customer Relocation provided in Section 3.2.3 of the *Retail Rules*, termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the *WESM.* | This Manual covers the criteria, guidelines, and procedures for the *Customer Switching* requests from Suppliers, Contestable Customer Relocation provided in Section 3.2.3 of the *Retail Rules*, termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the *WESM*.  **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.** | This is to clarify that there is a GEOP manual that details the transactions of GEOP participants. |  |  |
| CUSTOMER SWITCHING – OVERVIEW  Section II.2 | Customer Switching shall apply to all transfers in *Retail Supply Contracts* of *Contestable Customers* from one *Supplier* to another. These commercial transfers do not involve transfer to a *Supplier* of *Last Resort* (SOLR) in case of a *Last Resort Supply Event* | *Customer Switching* shall apply to all transfers ~~in~~ *~~Retail Supply Contracts~~* of *Contestable Customers* from one *Supplier* to another. ~~These commercial transfers do not involve transfer to a~~ *~~Supplier of Last Resort~~* ~~(SOLR) in case of a~~ *~~Last Resort Supply Event.~~* | Deleted to harmonize with GEOP procedures wherein CRB evaluation of transfer to SOLR shall follow same procedures and timelines as regular switch requests. (ERC Resolution No. 8, Series of 2021 Section 27)  Note that “Contestable Customer" was purposely not changed to “Retail Customer” to distinguish the provisions that are applicable for Contestable Customers and GEOP End-users Customers since this Retail Manual is only applicable to market transactions involving Contestable Customers. The Retail Manual on GEOP Procedures govern the market transactions involving GEOP End-Users. |  |  |
| OVERVIEW  Section II.2 | (new) | **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 also qualified under applicable laws and issuancesto be a *GEOP End-User*.**  **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*.** | To clarify that transfer of an End-User from a Retail Electricity Supplier to a Renewable Energy Supplier shall be governed by the Retail Manual on GEOP Procedures |  |  |
| CUSTOMER RELOCATION – OVERVIEW  Section III.2.1 | A *Contestable Customer* that wishes to relocate to a new service address within the same franchise area and wishes to continue to be served by its present *Supplier* shall send a prior request for relocation of service to the *Supplier* and the relevant *Distribution Utility* or *Network Service Provider* | A *Contestable Customer* that wishes to relocate to a new service address ~~within the same franchise~~ area and wishes to continue to be served by its present *Supplier* shall send a prior request for relocation of service to the *Supplier* and the relevant *Distribution Utility* or *Network Service Provider* | To harmonize with Retail Rules 3.2.3.1 |  |  |
| CUSTOMER SWITCHING - Submission and Processing of Switch Request  Section II.3.1.1 | 3.1.1. Once all requirements are met, an accomplished switch request form shall be submitted by the new *Supplier* to the *Central Registration Body* not later than seven (7) *working days* before the proposed switch effective date.8 The switch request form shall include an attestation duly signed by:  a) The *Supplier* and the *Contestable Customer* of the existence of a *retail supply contract* between the two parties, and the term of the *retail supply contract* including the effectivity dates;  b) The *Supplier* or the *Contestable Customer,* as applicable, and the relevant *Distribution Utility* of the existence of a valid wheeling service agreement covering the *Contestable Customer*;  c) The *Supplier* or the *Contestable Customer,* as applicable, and the registered *Retail Metering Services Provider* of the existence of a metering services agreement covering the *Contestable Customer*; and  d) The incumbent *Supplier* or, if not served by a *Supplier*, the relevant *Distribution Utility* that the *Contestable Customer* has no outstanding balance.  The *Supplier* or *Contestable Customer* registering as a *Direct WESM Member* shall also submit the projected metering quantities and the percentage that will be purchased from the *WESM* by the *Contestable Customer*, as applicable. | 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 confirmation by the authorized representatives of the following**:  a) The *Supplier* and the *Contestable Customer* of the existence of a *retail supply contract* between the two parties, and the term of the *retail supply contract* including the effectivity dates;  b) The *Supplier* or the *Contestable Customer,* as applicable, and the relevant *Distribution Utility* **or *Network Service Provider*** of the existence of a valid wheeling service agreement covering the *Contestable Customer*;  c) The *Supplier* or the *Contestable Customer,* as applicable, and the registered *Retail Metering Services Provider* of the existence of a **valid** metering services agreement covering the *Contestable Customer*; and  d) The incumbent *Supplier* or, if not served by a *Supplier*, the relevant *Distribution Utility* that the *Contestable Customer* has no outstanding balance.  **The *Central Registration Body* may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.**  The *Supplier* or *Contestable Customer* registering as a *Direct WESM Member* shall also submit the projected metering quantities and the percentage that will be purchased from the *WESM* by the *Contestable Customer*, as applicable.  **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.** | To streamline the switching process for RCOA. Similar provisions on the switching of GEOP End-Users are provided in the proposed GEOP Manual.  If approved, the implementation of electronic-based switching shall entail system enhancements which is dependent on budget availability, procurement, development, testing and software certification, as provided in the transitory provision under the proposed last paragraph. |  |  |
| TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)  Section V | 2.2 When the *Central Registration Body* determines the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected *Contestable Customer/s*, the SOLR, the defaulting *Supplier*, if practicable, of the occurrence and the effective date of the transfer to the SOLR. The *Contestable Customer* shall notify the *Central Registration Body* and the SOLR if it chooses to be served by the latter.  For the *Contestable Customer* that is an *Indirect WESM Member* and the defaulting *Supplier* is its *Direct WESM Member counterparty*, the *Contestable Customer* shall notify the *Central Registration Body* and the SOLR if it chooses to be served by the latter.  For the *Contestable Customer* that is an *Indirect WESM Member* and the defaulting *Supplier* is not its *Direct WESM Member counterparty* (due to existence of multiple suppliers), the availment of SOLR service must be approved first by the Contestable Customer’s *Direct WESM Member counterparty* before the *Central Registration Body* and the SOLR are notified.  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*.  T  he *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*. | 2.2 When the Central Registration Body ~~determines~~ **receives notice of** the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected Contestable Customer/s, the SOLR, the defaulting Supplier, if practicable, of the occurrence and the effective date of the transfer to the SOLR. **Within two (2) *working* days from receiving notice of the last resort event,** ~~T~~**t**he Contestable Customer shall notify the Central Registration Body and the SOLR if it chooses to be served by the latter.  For the **Grid-Connected** Contestable Customer that is an Indirect WESM Member and the defaulting Supplier is its Direct WESM Member counterparty, the Contestable Customer shall notify the Central Registration Body and the SOLR if it chooses to be served by the latter.  For the Contestable Customer that is an Indirect WESM Member and the defaulting Supplier is not its Direct WESM Member counterparty (due to existence of multiple suppliers), the availment of SOLR service must be approved first by the Contestable Customer’s Direct WESM Member counterparty before the Central Registration Bodyand the SOLR are notified.  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.  ~~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.~~ | * To harmonize transfer to SOLR procedures for both RCOA and GEOP participants and to adopt the timelines as provided in the ERC GEOP Rules in conjunction with procedures as approved by DOE in DC2021-06-0012 (Amendments to WESM Rules, Retail Rules and Manuals on Provisions to Promote Participation in Retail Competition). * It will be much easier for participants to comply with the timelines provided in the ERC GEOP Rules as it is based on working days instead of hours. * To clarify the timelines to ensure each step is in chronological order. |  |  |
| TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)  Section V. 3 | (new) | **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.** | * To harmonize transfer to SOLR procedures for both RCOA and GEOP participants and to adopt the timelines as provided in the ERC GEOP Rules in conjunction with procedures as approved by DOE in DC2021-06-0012 (Amendments to WESM Rules, Retail Rules and Manuals on Provisions to Promote Participation in Retail Competition). * It will be much easier for participants to comply with the timelines provided in the ERC GEOP Rules as it is based on working days instead of hours. * To clarify the timelines to ensure each step is in chronological order. |  |  |
| 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 *Central Registration Body* no later than forty-eight (48) hours after being notified of the occurrence of the *Last Resort Supply Event*. The switch request form shall include an attestation of the agreement duly signed by the SOLR and the *Contestable Customer.* | ~~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 *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 agreement duly signed by the SOLR and the~~ *~~Contestable Customer~~* **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***.* | * SOLR procedures for both RCOA and GEOP participants and to adopt the timelines as provided in the ERC GEOP Rules in conjunction with procedures as approved by DOE in DC2021-06-0012 (Amendments to WESM Rules, Retail Rules and Manuals on Provisions to Promote Participation in Retail Competition). * It will be much easier for participants to comply with the timelines provided in the ERC GEOP Rules as it is based on working days instead of hours. * To clarify the timelines to ensure each step is in chronological order. |  |  |
| TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)  Section V. 3 | 3.2. Assessment and Approval– Upon receipt of the request, the *Central Registration Body* shall evaluate the form. 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. | **~~3.2.~~** **3.3** Assessment and Approval– Upon receipt of the request, the *Central Registration Body* shall evaluate the form **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**. ~~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.~~ | * To harmonize transfer to SOLR procedures for both RCOA and GEOP participants and to adopt the timelines as provided in the ERC GEOP Rules in conjunction with procedures as approved by DOE in DC2021-06-0012 (Amendments to WESM Rules, Retail Rules and Manuals on Provisions to Promote Participation in Retail Competition).   Renumbering due to addition of proposed new Section 3.1 |  |  |
| TRANSFER TO A SUPPLIER OF LAST RESORT (SOLR)  Section V. 3 | 3.3. Disconnection **–** The *Central Registration Body* shall initiate disconnection of a *Contestable Customer* based on the following grounds:  a) Failure of the *Contestable Customer* to give notice within the period set out in the *Retail Rules*;  b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the *Retail Rules*; or  c) Failure to enter into a contract with the SOLR. | **~~3.3.~~**  **3.4** Disconnection **–** The *Central Registration Body* shall initiate disconnection of a *Contestable Customer* based on the following grounds:  a) Failure of the *Contestable Customer* to give notice within the period set out in the *Retail Rules*;  b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the *Retail Rules*; or  c) Failure to enter into a contract with the SOLR. | Renumbering due to addition of proposed new Section 3.1 |  |  |

| 1. **Retail Manual on Metering Standards and Procedures** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| PURPOSE | **1.1 PURPOSE**  Pursuant to Clause 4.9 of the *Retail Rules*, the *Central Registration Body* shall formulate and publish a *market manual* that:  xxx  As complied, this Manual consolidates the pertinent metering procedures and standards applicable for *Contestable Customers* and for the reference of *Distribution Utilities*, *Suppliers, Retail Metering Services Providers,* other *WESM Members* and the public. More specifically, this Manual, in compliance with Clause 4.9 of the *Retail Rules*, will:  a) Define the *metering installation standards* that a *Contestable Customer* *meter installation* must comply with to be eligible for registration in accordance with *Retail Rules* Clause 4.3.2;  xxx  c) Describe the procedures that the *Central Registration Body*, *Contestable Customers,* and *Suppliers* must follow when registering *Contestable Customer* metering installations in the *WESM* in accordance with *Retail Rules* Clause 4.3.2.1;  d) Describe the procedures that the *Central Registration Body* and the *Retail Metering Services Providers* must follow to ensure *Contestable Customer* *metering data* is collected in a timely and efficient manner;  xxx | **1.1PURPOSE**  Pursuant to Clause 4.9 of the *Retail Rules*, the *Central Registration Body* shall formulate and publish a *market manual* that:  xxx  As complied, this Manual consolidates the pertinent metering procedures and standards applicable for *~~Contestable~~* ***Retail*** *Customers* and for the reference of *Distribution Utilities*, *Suppliers, Retail Metering Services Providers,* other *WESM Members* and the public. More specifically, this Manual, in compliance with Clause 4.9 of the *Retail Rules*, will:  a) Define the *metering installation standards* that a *~~Contestable~~* ***Retail*** *Customer* *meter installation* must comply with to be eligible for registration in accordance with *Retail Rules* Clause 4.3.2;  xxx  c) Describe the procedures that the *Central Registration Body*, *~~Contestable~~* ***Retail*** *Customers,* and *Suppliers* must follow when registering *~~Contestable~~* ***Retail*** *Customer* metering installations in the *WESM* in accordance with *Retail Rules* Clause 4.3.2.1;  d) Describe the procedures that the *Central Registration Body* and the *Retail Metering Services Providers* must follow to ensure *~~Contestable~~* ***Retail*** *Customer* *metering data* is collected in a timely and efficient manner;  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| SCOPE OF APPLICATION  1.2 | This Manual covers the metering procedures and standards for *metering installations* of *Contestable Customers* that are connected to a *distribution system* operated by a *Distribution Utility* and have opted to switch to a *Supplier* or voluntary register in the *WESM*. | This Manual covers the metering procedures and standards for *metering installations* of *~~Contestable~~* ***Retail*** *Customers* that are connected to a *distribution system* operated by a *Distribution Utility* and have opted to switch to a *Supplier* or voluntary register in the *WESM*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Definition of Terms  1.3.2. | 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~~* ***Retail*** Customer connected to a distribution system will be determined. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Compliance and Implementation  1.4.1 (e) | e) The *Enforcement and Compliance Officer* shall be responsible for the investigation of any infraction by *Retail Metering Services Provider* of a *Contestable Customer,* case where disputes involved *metering data*, and tampering of any *metering installation* that is detrimental to the integrity of *the metering data*; and | e) The *Enforcement and Compliance Officer* shall be responsible for the investigation of any infraction by *Retail Metering Services Provider* of a *~~Contestable~~* ***Retail*** *Customer,* case where disputes involved *metering data*, and tampering of any *metering installation* that is detrimental to the integrity of *the metering data*; and | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| COVERAGE  2.1 | This section defines the *metering installation* standards that a *Contestable Customer* *meter installation* must comply with to be eligible for registration in the *Wholesale Electricity Spot Market.* | This section defines the *metering installation* standards that a *~~Contestable~~* ***Retail*** *Customer* *meter installation* must comply with to be eligible for registration in the *Wholesale Electricity Spot Market.* | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GENERAL COMPLIANCE  2.3 | This Manual supplements the minimum requirements in the *Philippine Distribution Code* for metering installations of *Contestable Costumers*. Any *metering installation* of a higher level of accuracy or functionality than the standards in the *Philippine Distribution Code* and this standard may also be installed. | This Manual supplements the minimum requirements in the *Philippine Distribution Code* **and relevant ERC issuances** for metering installations of *~~Contestable Costumers~~****Retail Customers***. Any *metering installation* of a higher level of accuracy or functionality than the standards in the *Philippine Distribution Code* **and relevant ERC issuances**and this standard may also be installed.  **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.** | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers  To clarify that Section 8 of the ERC GEOP Rules prescribes that metering installations of GEOP End-Users shall have 5-minute interval recording capability which is a higher standard than what is prescribed in the Philippine Distribution Code.  Note that Section 2.7 of this Retail Manual on Metering Standards and Procedures already covers the treatment of non-compliant existing metering installations. |  |  |
| Redundancy Requirement  2.4.1 | The *Retail Metering Services Provider* shall provide for a back-up revenue *meter* upon the request of the *Contestable Customer*. The back-up revenue *meter* may have a different make and model (i.e. different brand) from the main revenue meter. Provided, further, that the *Retail Metering Services Provider* shall use its reasonable endeavours to install and maintain the back-up revenue *meter* in a least-cost manner, which will be on the account of the concerned *Contestable Customer.* | The *Retail Metering Services Provider* shall provide for a back-up revenue *meter* upon the request of the *~~Contestable~~* ***Retail*** *Customer*. The back-up revenue *meter* may have a different make and model (i.e. different brand) from the main revenue meter. Provided, further, that the *Retail Metering Services Provider* shall use its reasonable endeavours to install and maintain the back-up revenue *meter* in a least-cost manner, which will be on the account of the concerned *~~Contestable~~* ***Retail*** *Customer.* | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Basis | 3.3.1 Basis  The specific details of these guidelines are as prescribed in the following provisions of the *Philippine Distribution Code:*  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 | 3.3.1 Basis  The specific details of these guidelines are as prescribed in the ~~following provisions of the~~ *Philippine Distribution Code****.****~~:~~*  ~~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~~ | Cited provisions do not exist anymore. For deletion to avoid inconsistency in case PDC is amended. |  |  |
| Metering Installation  3.3.2 | A *metering installation* shall be numbered using the following convention:  **WWW-XXXX-YY-CCCC-NN**  Where:   |  |  |  | | --- | --- | --- | | WWW | Shall be the Standard Site ID of the Substation where the *Contestable Costumer* 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 *Contestable Customer* is drawing power from also denotes the *Market Trading Node* that its metering installation shall be mapped to by the *Central Registration Body.* | | | XXXX | Shall be the Metered Participant ID of the Associated Grid Connection Point. Refer to 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. | | YY | Shall be a two (2) digit number designating the off-take grid meter. | | CCCC | Shall be the Metered Participant ID of the *Contestable 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 Customer*. | | A *metering installation* shall be numbered using the following convention:  **WWW-XXXX-YY-CCCC-NN**  Where:   |  |  |  | | --- | --- | --- | | WWW | Shall be the Standard Site ID of the Substation where the *~~Contestable Costumer~~****Retail Customer*** 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 *~~Contestable~~* ***Retail*** *Customer* is drawing power from also denotes the *Market Trading Node* that its metering installation shall be mapped to by the *Central Registration Body.* | | | XXXX | Shall be the Metered Participant ID of the Associated Grid Connection Point. Refer to 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. | | YY | Shall be a two (2) digit number designating the off-take grid meter. | | CCCC | Shall be the Metered Participant ID of the *~~Contestable~~* ***Retail*** *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~~* ***Retail*** *Customer*. | | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| METERING INSTALLATION REGISTRATION FORM -COVERAGE | 4.1 COVERAGE  Pursuant to *Retail Rules* Clause 4.3.2.1, a *metering installation* shall be registered in the *WESM* through the *Central Registration Body*.  This section provides the procedures to be followed by the *Central Registration Body*, *Contestable Customers, Suppliers*, and *Retail Metering Services Providers* for the registration of *metering installations* of *Contestable Customers* in the *WESM*. | 4.1 COVERAGE  Pursuant to *Retail Rules* Clause 4.3.2.1, a *metering installation* shall be registered in the *WESM* through the *Central Registration Body*.  This section provides the procedures to be followed by the *Central Registration Body*, *~~Contestable~~* ***Retail*** *Customers, Suppliers*, and *Retail Metering Services Providers* for the registration of *metering installations* of *~~Contestable~~* ***Retail*** *Customers* in the *WESM*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Submission of Application Form and Pertinent Documents  4.4.1 | If the *metering installation* of a *Contestable Customer* subject to a *switch request* is not yet registered with the *Central Registration Body*, its Submission of Application Form and Pertinent Documents *Retail Metering Services Provider*, shall initiate the registration of the *metering installation.*  To initiate the registration of a *metering installation* of a *Contestable Customer*, its *Retail Metering Services Provider*, on behalf of the *Supplier* or *Contestable Customer*, shall submit the following to the *Central Registration Body* by courier:  a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the *market information web site* signed by *both Retail Metering Services Provider* and *Contestable Customer*;  b) Load Profile of the *metering installation* during the previous twelve (12) months as well as its maximum and minimum demand;  c) Single Line Diagram  Simplified Single Line Diagram of the *Distribution Utility’s network* showing the connection of the *Contestable Customer’s* *metering point* to the default grid off-take metering point and other nearest grid *off-take metering points.*  If the *Contestable Customer* is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the *Contestable Customer’s metering point* to the main grid substation.  d) Meter Testing  For *Contestable Customers* having an average monthly peak demand of 1MW and above, the *Retail Metering Services Provider* shall submit all prior test results of its *meter* within the last two (2) years.  e) Pro-forma Agreement between the *Contestable Customer* or *Supplier* and its *Retail Metering Services Provider;* and  f) Documentation of other special features of the meter. | If the *metering installation* of a *~~Contestable~~* ***Retail*** *Customer* subject to a *switch request* is not yet registered with the *Central Registration Body*, **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,** its *Retail Metering Services Provider*, ~~shall initiate the registration of the~~ *~~metering installation.~~*  ~~To initiate the registration of a~~ *~~metering installation~~* ~~of a~~ *~~Contestable~~* ***~~Retail~~*** *~~Customer~~*~~, its~~ *~~Retail Metering Services Provider~~*~~, on behalf of the~~ *~~Supplier~~* ~~or~~ *~~Contestable~~* ***~~Retail~~*** *~~Customer~~*~~,~~ shall submit the following to the *Central Registration Body* **using the Central Registration and Settlement System** ~~by courier~~:  a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the *market information web site* ~~signed by~~ *~~both Retail Metering Services Provider~~* ~~and~~ *~~Contestable Customer~~*;  ~~b) Load Profile of the~~ *~~metering installation~~* ~~during the previous twelve (12) months as well as its maximum and minimum demand;~~  ~~c)~~ **b)** Single Line Diagram  Simplified Single Line Diagram of the *Distribution Utility’s network* 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.*  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.  ~~d)~~ **c** Meter Testing  For *~~Contestable~~* ***Retail*** *Customers* having an average monthly peak demand of 1MW and above, the *Retail Metering Services Provider* shall submit all prior test results of its *meter* within the last two (2) years~~.~~**; and**  ~~e) Pro-forma Agreement between the~~ *~~Contestable Customer~~* ~~or~~ *~~Supplier~~* ~~and its~~ *~~Retail Metering Services Provider;~~* ~~and~~  ~~f)~~ **d)** Documentation of other special features of the meter. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers  To align with the current practice of Suppliers and RMSPs, in which the submission of the MIRFs is no longer by courier, but using the (CRSS). Further, the Suppliers’ creation of MIRF request in the CRSS serves as a trigger to allow RMSPs to encode relevant metering information of the customer and upload the accomplished MIRF and corresponding supporting documents. Hence,  the MIRF submission is initiated by the Suppliers by creating an MIRF request. Also, it should be emphasized that only Suppliers with complete pre-switching requirements should be able to create an MIRF request, to ensure efficiency and smooth process of switching, and adhere with Section 3.2.1.3 of the Retail Rules and Section 3.3.1 of the Retail Manual for GEOP Procedures. Consequently, only those Suppliers that have fully complied with the pre-switching requirements will be given priority by RMSP in terms of MIRF submission. With this, RMSPs will be able to efficiently manage the volume of Retail switchers in a given switching period.  To do away with the signing of the MIRFs, to streamline the process (e.g., securing customer signatures will depend on their availability, which can delay a switch). All information in the MIRF are already encoded in the CRSS and supported by Attestations / Certifications, Agreements / Contracts and other documents submitted by Suppliers and the RMSPs.  *On the deletion of letter b (Load Profile)* IEMOP confirmed that this requirement may be deleted as suggested by MERALCO.  *On the deletion of letter e (Pro-forma Agreement)* – Section 16.2 of the GEOP already requires the submission of valid agreements (i.e., Wheeling Services Agreements, Metering Services Agreement and Connection Agreement). The requirement is echoed in Section 3.3.4 of the proposed Retail Manual for GEOP Procedures, hence, it is already a superfluous requirement. |  |  |
| Determination of Market Trading Node  4.4.3 | Prior to registration, the *Retail Metering Services Provider* shall indicate the grid *off-take metering point* of the *Contestable Customer* in the Metering Installation Registration Form.  Upon identification of the *grid off-take metering point*, the *Central Registration Body* shall determine the *Market Trading Node* of the *Contestable Customer* or *Supplier*, as applicable, by following the Market Trading Node of the assigned *grid off-take metering point.* | Prior to registration, the *Retail Metering Services Provider* shall indicate the grid *off-take metering point* of the *~~Contestable~~* ***Retail*** *Customer* in the Metering Installation Registration Form.  Upon identification of the *grid off-take metering point*, the *Central Registration Body* shall determine the *Market Trading Node* of the *~~Contestable~~* ***Retail*** *Customer* or *Supplier*, as applicable, by following the Market Trading Node of the assigned *grid off-take metering point.* | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| METERING DATA COLLECTION- COVERAGE  5.1 | Pursuant to *Retail Rules* Clause 4.4.2.1, the *Retail Metering Services Provider*, on behalf of its associated *Supplier* or *Contestable Customer,* shall retrieve the *metering data* from the *meter* and transmit the *metering data* to the *Central Registration Body*.  xxx  This section provides the procedures to be followed by the *Central Registration Body, Contestable Customers, Suppliers*, *and Retail Metering Services Providers* in the collection and submission of *metering data* to the *Central Registration Body*. | Pursuant to *Retail Rules* Clause 4.4.2.1, the *Retail Metering Services Provider*, on behalf of its associated *Supplier* or *~~Contestable~~* ***Retail*** *Customer,* shall retrieve the *metering data* from the *meter* and transmit the *metering data* to the *Central Registration Body*.  xxx  This section provides the procedures to be followed by the *Central Registration Body, ~~Contestable~~* ***Retail*** *Customers, Suppliers*, *and Retail Metering Services Providers* in the collection and submission of *metering data* to the *Central Registration Body*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metering Database – Access  5.2.1.3 | 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:  xxx  e) Any *Contestable Customer* with respect to the *metering data* in relation to the metering point registered to it,  f) 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,*  xxx | 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:  xxx  e) Any *~~Contestable~~* ***Retail*** *Customer* with respect to the *metering data* in relation to the metering point registered to it,  f) Any *Distribution Utility* with respect to *~~Contestable~~* ***Retail*** *Customers* whose facilities are located in its franchise area and for whom said *Distribution Utility* is not the *Retail Metering Services Provider,*  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metering Database – Payment for Access to Metering Data  5.2.1.4 | Except for costs incurred in the transmission and access of data to *the Central Registration Body, the Market Operator, Suppliers, Distribution Utilities* and *Contestable Customers* for purposes of settlement, all reasonable costs that will be incurred by the *Retail Metering Services Provider* or by the *Central Registration Body* in providing meter data shall be paid by the person or entity to whom the *metering data* information was provided, as described in *Retail Rules* Clause 4.5.5. | Except for costs incurred in the transmission and access of data to *the Central Registration Body, the Market Operator, Suppliers, Distribution Utilities* and *~~Contestable~~* ***Retail*** *Customers* for purposes of settlement, all reasonable costs that will be incurred by the *Retail Metering Services Provider* or by the *Central Registration Body* in providing meter data shall be paid by the person or entity to whom the *metering data* information was provided, as described in *Retail Rules* Clause 4.5.5. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Installation Database – Access  5.2.2.2 | In accordance with *Retail Rules* Clause 4.5.1.2, a *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:  xxx | In accordance with *Retail Rules* Clause 4.5.1.2, a *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:  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Collection and Submission Procedure - Requirements | 5.3.1.1 Data  The *metering data* shall contain the following:  a) Date and time, or time series, of the meter readings received for each *Contestable Customer meter,*  xxx | 5.3.1.1 Data  The *metering data* shall contain the following:  a) Date and time, or time series, of the meter readings received for each *~~Contestable~~* ***Retail*** *Customer meter,*  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Collection and Submission Procedure – Daily Process | 5.3.2.1 Collection  At an interval basis, the meter at the metering point of *a Contestable Customer* continuously records *metering data*. Immediately at the end of the *trading day*, the *Retail Metering Services Provider* shall collect *the metering data* and event log of the whole *trading day* from each *meter*, identified by its Recorder ID (SEIN) and Device ID (Serial Number), of all its associated *Contestable Customers* registered under Chapter 2 of the *Retail Rules.* | 5.3.2.1 Collection  At an interval basis, the meter at the metering point of *a ~~Contestable~~* ***Retail*** *Customer* continuously records *metering data*. Immediately at the end of the *trading day*, the *Retail Metering Services Provider* shall collect *the metering data* and event log of the whole *trading day* from each *meter*, identified by its Recorder ID (SEIN) and Device ID (Serial Number), of all its associated *~~Contestable~~* ***Retail*** *Customers* registered under Chapter 2 of the *Retail Rules.* | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Collection and Submission Procedure – Monthly Process  5.3.3 | Not later than three (3) *business days* after the end of the *billing period*, the *Retail Metering Services Provider* shall submit monthly preliminary *metering data* of all metering points of its associated *Contestable Customers*. In addition, *Retail Metering Services Provider* 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 *Retail Metering Services Provider* shall also report to the *Central Registration Body* all discrepancies between the monthly *metering data* and the daily 5.3.3 *metering data* values with justifications for the discrepancies.  xxx | Not later than three (3) *business days* after the end of the *billing period*, the *Retail Metering Services Provider* shall submit monthly preliminary *metering data* of all metering points of its associated *~~Contestable~~* ***Retail*** *Customers*. In addition, *Retail Metering Services Provider* 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 *Retail Metering Services Provider* shall also report to the *Central Registration Body* all discrepancies between the monthly *metering data* and the daily *metering data* values with justifications for the discrepancies.  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Transfer to Emergency Back-up System | 5.4.2. In the event that an emergency situation requires the transfer of the metering data processing operations of the *Central Registration Body* from the Main Server to the Emergency Back-up System (EBS),    a) The *Central Registration Body* shall:  i. Inform the *Retail Metering Services Providers, Suppliers*, and *the Contestable Customers* of the need to transfer operations from the Main Server to the Emergency Back-up Site;  xxx | 5.4.2. In the event that an emergency situation requires the transfer of the metering data processing operations of the *Central Registration Body* from the Main Server to the Emergency Back-up System (EBS),    a) The *Central Registration Body* shall:  i. Inform the *Retail Metering Services Providers, Suppliers*, and *the ~~Contestable~~* ***Retail*** *Customers* of the need to transfer operations from the Main Server to the Emergency Back-up Site;  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| DATA VALIDATION, ESTIMATION AND EDITING – COVERAGE  6.1 | Pursuant to *Retail Rules* Clause 4.6, the *Retail Metering Services Providers* shall be responsible for supplying accounting-ready meter data to the *Central Registration Body*. In case of *metering data* error, the *Retail Metering Services Providers* shall be responsible for validation, estimation and editing of the affected *metering data.*  This section provides the methodologies and procedures for validating, estimating, and editing *metering data* for the determination of the *metered quantity* of a *Contestable Customer* in accordance with *Retail Rules* Clause 3.3.3.2. | Pursuant to *Retail Rules* Clause 4.6, the *Retail Metering Services Providers* shall be responsible for supplying accounting-ready meter data to the *Central Registration Body*. In case of *metering data* error, the *Retail Metering Services Providers* shall be responsible for validation, estimation and editing of the affected *metering data.*  This section provides the methodologies and procedures for validating, estimating, and editing *metering data* for the determination of the *metered quantity* of a *~~Contestable~~* ***Retail*** *Customer* in accordance with *Retail Rules* Clause 3.3.3.2. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Validation of Grid Off-Take Metering Points  6.3.3 | If the aggregate *metered quantity* of all facilities of *Contestable Customers* assigned to the *grid off-take* *metering point* exceeds the *metered quantity* at that *grid off-take metering point,* the *Central Registration Body* shall issue a meter trouble report to the concerned *Retail Metering Services Provider*.  In case of any changes in the *grid off-take metering point* connectivity, it shall be the responsibility of the *Retail Metering Services Provider* to inform the *Central Registration Body* that the facilities of the *Contestable Customers* have been connected to a different *grid off-take metering point*. | If the aggregate *metered quantity* of all facilities of *~~Contestable~~* ***Retail*** *Customers* assigned to the *grid off-take* *metering point* exceeds the *metered quantity* at that *grid off-take metering point,* the *Central Registration Body* shall issue a meter trouble report to the concerned *Retail Metering Services Provider*.  In case of any changes in the *grid off-take metering point* connectivity, it shall be the responsibility of the *Retail Metering Services Provider* to inform the *Central Registration Body* that the facilities of the *~~Contestable~~* ***Retail*** *Customers* have been connected to a different *grid off-take metering point*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Virtual Grid Off-take Metering Point  6.3.4 | All *Contestable Customers* with *grid off-take metering points* that are associated to the same market trading node shall be mapped to a virtual *grid off-take metering point*. This virtual *grid off-take metering point* shall have a *metered quantity* equal to the sum of the *metered quantity* measured at the individual *grid off-take metering points*. To determine the *metered quantity* of the *Distribution Utilities,* the aggregated metered quantity of all *Contestable Customers* assigned to the *grid off-take metering points* shall be deducted from the *metered quantity* of the virtual *grid off-take metering point*. | All *~~Contestable~~* ***Retail*** *Customers* with *grid off-take metering points* that are associated to the same market trading node shall be mapped to a virtual *grid off-take metering point*. This virtual *grid off-take metering point* shall have a *metered quantity* equal to the sum of the *metered quantity* measured at the individual *grid off-take metering points*. To determine the *metered quantity* of the *Distribution Utilities,* the aggregated metered quantity of all *~~Contestable~~* ***Retail*** *Customers* assigned to the *grid off-take metering points* shall be deducted from the *metered quantity* of the virtual *grid off-take metering point*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Estimation Procedures - Monthly Process  6.4.2.3 | 6.4.2.3 From Grid Off-Take Meter  If both the main and back-up *meters* fail, the *metering data* on the *metering point* of the facility of the *Contestable Customer* shall be estimated using the *metering data* from its *grid off-take meter*. The *metering data* of the *Contestable Customer* shall be estimated by adjusting the *metering data* of *its grid off-take meter* using a historical factor obtained through the comparison of the historical *grid off-take metering data* and historical *Contestable Customer* main *metering data* as prescribed in *Retail Rules* Clause 3.3.5.2. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate. | 6.4.2.3 From Grid Off-Take Meter  If both the main and back-up *meters* fail, the *metering data* on the *metering point* of the facility of the *~~Contestable~~* ***Retail*** *Customer* shall be estimated using the *metering data* from its *grid off-take meter*. The *metering data* of the *~~Contestable~~* ***Retail*** *Customer* shall be estimated by adjusting the *metering data* of *its grid off-take meter* using a historical factor obtained through the comparison of the historical *grid off-take metering data* and historical *~~Contestable~~* ***Retail*** *Customer* main *metering data* as prescribed in *Retail Rules* Clause 3.3.5.2. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| DETERMINING THE METERED QUANTITIES OF CONTESTABLE CUSTOMERS  6.6 | The *metered quantity* of each *Contestable Customer* shall be determined as the net metered flows at their respective *metering points*, before adjustment for site-specific losses as stated in *Retail Rules* Clause 3.3.5.1 | The *metered quantity* of each *~~Contestable~~* ***Retail*** *Customer* shall be determined as the net metered flows at their respective *metering points*, before adjustment for site-specific losses as stated in *Retail Rules* Clause 3.3.5.1 | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| USE OF METERS  6.7 | As stated in *Retail Rules* Clause 4.3.4, the registered *metering installation* shall be used by the *Central Registration Body* as the primary source of *metering data* for the settlement of the transactions of *Contestable Customers* and their *Suppliers* in the *WESM.*  xxx | As stated in *Retail Rules* Clause 4.3.4, the registered *metering installation* shall be used by the *Central Registration Body* as the primary source of *metering data* for the settlement of the transactions of *~~Contestable~~* ***Retail*** *Customers* and their *Suppliers* in the *WESM.*  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| METER TROUBLE REPORT – INITIATION  7.2 | A Meter Trouble Report may be initiated due to the following:  a) A *metering data* error is detected through the validation process described in Section 6.3 of this Manual; or  b) 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 | A Meter Trouble Report may be initiated due to the following:  a) A *metering data* error is detected through the validation process described in Section 6.3 of this Manual; or  b) 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 | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| METER TROUBLE REPORT – ISSUANCE  7.3 | The *Central Registration Body* shall issue a *Meter Trouble Report* to the concerned *Retail Metering Services Provider* and, for information, its associated *Contestable Customer* or *Supplier* within twenty-four (24) hours after detection or request. | The *Central Registration Body* shall issue a *Meter Trouble Report* to the concerned *Retail Metering Services Provider* and, for information, its associated *~~Contestable~~* ***Retail*** *Customer* or *Supplier* within twenty-four (24) hours after detection or request. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| METER TROUBLE REPORT – RESOLUTION  7.4.2.2.1 | 7.4.2.2.1 Before Deadline  If the *Retail Metering Services Provider* resolves the *Meter Trouble Report* and submits *metering data* not later than five (5) business days prior to the issuance of the final settlement statement date of the affected trading day, the *Central Registration Body* shall use the submitted metering data for the determination of the gross energy settlement quantities of *Suppliers* or *Contestable Customers* for use by the *Market Operator* in its final settlement of the *Supplier* or *Contestable Customer*. | 7.4.2.2.1 Before Deadline  If the *Retail Metering Services Provider* resolves the *Meter Trouble Report* and submits *metering data* not later than five (5) business days prior to the issuance of the final settlement statement date of the affected trading day, the *Central Registration Body* shall use the submitted metering data for the determination of the gross energy settlement quantities of *Suppliers* or *~~Contestable~~* ***Retail*** *Customers* for use by the *Market Operator* in its final settlement of the *Supplier* or *~~Contestable~~* ***Retail*** *Customer*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers  This provision is also proposed to be changed under RCC Resolution 2022-04 (Validation Timeline Adjustment in Metering and Billing). The proposed changes herein do not adversely affect those under said RCC resolution. |  |  |
| METER TROUBLE REPORT - RESOLUTION | 7.4.2.2.2 After Deadline  If the *Retail Metering Services Provider* resolves the *Meter Trouble Report* and submits *metering data* later than five (5) business days prior to the issuance of the final settlement statement of the affected trading day, the *Central Registration Body* shall use the submitted *metering data* for the determination of the gross energy settlement quantities of Suppliers or *Contestable Customers* for use by the *Market Operator* in its settlement revisions under Clause 3.14.9.2 of the *WESM Rules.* | 7.4.2.2.2 After Deadline  If the *Retail Metering Services Provider* resolves the *Meter Trouble Report* and submits *metering data* later than five (5) business days prior to the issuance of the final settlement statement of the affected trading day, the *Central Registration Body* shall use the submitted *metering data* for the determination of the gross energy settlement quantities of Suppliers or *~~Contestable~~* ***Retail*** *Customers* for use by the *Market Operator* in its settlement revisions under Clause 3.14.9.2 of the *WESM Rules.* | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers  This provision is also proposed to be changed under RCC Resolution 2022-04 (Validation Timeline Adjustment in Metering and Billing). The proposed changes herein do not adversely affect those under said RCC resolution. |  |  |
| PERFORMANCE MANAGEMENT - COVERAGE  8.1 | This section provides the *Contestable Customers, Suppliers, Retail Metering Services Providers,* and the *Central Registration Body,* and the *Governance Arm* the steps for the review, evaluation and measurement of the performance of a *Retail Metering Services Provider*. | This section provides the *~~Contestable~~* ***Retail*** *Customers, Suppliers, Retail Metering Services Providers,* and the *Central Registration Body,* and the *Governance Arm* the steps for the review, evaluation and measurement of the performance of a *Retail Metering Services Provider*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| PERFORMANCE MANAGEMENT -OVERVIEW  8.3 | The *Retail Metering Services Providers* shall be measured with respect to the following areas:  a) The integrity of *metering data* provided by the *Retail Metering Services Provider* to the *Central Registration Body* and the *Contestable Customers*;  xxx | The *Retail Metering Services Providers* shall be measured with respect to the following areas:  a) The integrity of *metering data* provided by the *Retail Metering Services Provider* to the *Central Registration Body* and the *~~Contestable~~* ***Retail*** *Customers*;  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Monthly Performance Monitoring  8.5.1 | After every billing period, the *Governance Arm* shall release to *concerned Contestable Customers, Suppliers* and *Retail Metering Service Providers* the service delivery ratings (refer to Section 8.4.1) of their associated *Retail Metering Service Provider.* If requested, the *Governance Arm* shall discuss the results of the performance monitoring with the concerned *Contestable Customer*, *Supplier*, or *Retail Metering Service Provider*. The results of the monthly performance monitoring shall be published in the market information website. | After every billing period, the *Governance Arm* shall release to *concerned ~~Contestable~~* ***Retail*** *Customers, Suppliers* and *Retail Metering Service Providers* the service delivery ratings (refer to Section 8.4.1) of their associated *Retail Metering Service Provider.* If requested, the *Governance Arm* shall discuss the results of the performance monitoring with the concerned *~~Contestable~~* ***Retail*** *Customer*, *Supplier*, or *Retail Metering Service Provider*. The results of the monthly performance monitoring shall be published in the market information website. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Semi-Annual Customer Satisfaction Monitoring  8.5.2 | Every six (6) months, the *Governance Arm* shall determine the customer satisfaction rating of the *Retail Metering Services Providers* through the issuance of the Customer Satisfaction Rating Sheet to all direct *Contestable Customers* and *Suppliers*. The *Governance Arm* shall require the direct *Contestable Customers* and *Suppliers* to accomplish and submit the Customer Satisfaction Rating Sheets back to the Governance Arm.  xxx | Every six (6) months, the *Governance Arm* shall determine the customer satisfaction rating of the *Retail Metering Services Providers* through the issuance of the Customer Satisfaction Rating Sheet to all direct *~~Contestable~~* ***Retail*** *Customers* and *Suppliers*. The *Governance Arm* shall require the direct *~~Contestable~~* ***Retail*** *Customers* and *Suppliers* to accomplish and submit the Customer Satisfaction Rating Sheets back to the Governance Arm.  xxx | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metered Participant ID Guidelines  Appendix B | These guidelines shall be followed in the labeling and numbering of *metering installations* of *Contestable Customers*. | These guidelines shall be followed in the labeling and numbering of *metering installations* of *~~Contestable~~* ***Retail*** *Customers*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metered Participant ID Guidelines  Appendix B | 1. The Metered Participant ID of *Contestable Customers* shall be identified by four (4) alpha-numeric characters except for cases cited in items 5 and 6 of these guidelines. | 1. The Metered Participant ID of *~~Contestable~~* ***Retail*** *Customers* shall be identified by four (4) alpha-numeric characters except for cases cited in items 5 and 6 of these guidelines. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metered Participant ID Guidelines  Appendix B | 2. The Metered Participant ID of *Contestable Customers* whose full name corresponds to a three-letter abbreviation shall be that three-letter abbreviation appended by the zero (0) character. | 2. The Metered Participant ID of *~~Contestable~~* ***Retail*** *Customers* whose full name corresponds to a three-letter abbreviation shall be that three-letter abbreviation appended by the zero (0) character. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metered Participant ID Guidelines  Appendix B | 3. The Metered Participant ID of *Contestable Customers* 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. | 3. The Metered Participant ID of *~~Contestable~~* ***Retail*** *Customers* 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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metered Participant ID Guidelines  Appendix B | 4. The Metered Participant ID of *Contestable Customers* whose name consists of four (4) letters or less shall be its name itself appended by the zero (0) character, if necessary. | 4. The Metered Participant ID of *~~Contestable~~* ***Retail*** *Customers* whose name consists of four (4) letters or less shall be its name itself appended by the zero (0) character, if necessary. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metered Participant ID Guidelines  Appendix B | 5. The Metered Participant ID of *Contestable Customers* that has numeric characters in its corporate name shall be the numeric characters and the abbreviation of the alphabetic characters. | 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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
|  | 6. The Metered Participant ID of *Contestable 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. | 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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| Metering Data Validation and Estimation Procedures – Suggested Monthly Estimation Procedures  Appendix D – C.3 | If both the main and backup *meters* fail, the *metering data* on the *metering point* of the facility of the *Contestable**Customer* may be estimated using the *metering data* from its *grid off-take meter*. The *metering data* of the *Contestable Customer* may be estimated by adjusting the *metering data* of its grid off-take meter using a historical factor obtained through the comparison of the historical grid off-take *metering data* and historical *Contestable Customer* main *metering data*. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate. | If both the main and backup *meters* fail, the *metering data* on the *metering point* of the facility of the *~~Contestable~~* ***Retail*** *Customer* may be estimated using the *metering data* from its *grid off-take meter*. The *metering data* of the *~~Contestable~~* ***Retail*** *Customer* may be estimated by adjusting the *metering data* of its grid off-take meter using a historical factor obtained through the comparison of the historical grid off-take *metering data* and historical *~~Contestable~~* ***Retail*** *Customer* main *metering data*. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |

| 1. **Retail Manual on Disclosure and Confidentiality of Contestable Customer Information** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| Title | Retail Manual  Disclosure and Confidentiality of Contestable Customer Information  Issue 2.0 | RCOA-DCCCI  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. | Retail Manual  Disclosure and Confidentiality of ~~Contestable~~ Retail Customer Information  Issue ~~2~~**3**.0 | RCOA-DC~~C~~**R**CI  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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| PURPOSE & SCOPE AND APPLICATION  Section 1 | Pursuant to Clause 2.3.2.3 of the Rules for the Competitive Retail Electricity Market (*Retail Rules*), the *Central Registration Body* shall develop and publish procedures for the request and release of *Contestable Customer* information and the corresponding service fees.  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. | Pursuant to Clause 2.3.2.3 of the Rules for the Competitive Retail Electricity Market (*Retail Rules*), the *Central Registration Body* shall develop and publish procedures for the request and release of ~~Contestable~~ ***Retail*** *Customer* information and the corresponding service fees.  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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| GENERAL GUIDELINES  Section 3 | The provisions of Chapter 5 of the *WESM Rules* 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 Customer* information. | The provisions of Chapter 5 of the *WESM Rules* 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~~ ***Retail*** *Customer* information. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| CONFIDENTIALITY AND DISCLOSURE POLICY  5.1 | Upon prior authorization, provided in written or electronic form, the *Central Registration Body* shall provide the information so required to the *Supplier* or to such other person or entity authorized by the *Contestable Customer*. The information shall be provided in such form and upon payment of fees as the *Central Registration Body* deems appropriate. | Upon prior authorization, provided in written or electronic form, the *Central Registration Body* shall provide the information so required to the *Supplier* or to such other person or entity authorized by the ~~Contestable~~ ***Retail*** *Customer*. The information shall be provided in such form and upon payment of fees as the *Central Registration Body* deems appropriate. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| CONFIDENTIALITY AND DISCLOSURE POLICY  5.2 | 1. Subject to the procedures and permitted disclosures set forth in this Manual, Chapter 5 of the *WESM Rules* and the *Data Privacy Act (RA 10173)*, the following *Contestable Customer* information are available for dissemination –    1. Administrative details such as but not limited to a) name of entity that owns the *registered facility*; b) service address of the *registered facility* and c) contact details;    2. Supply details such as a) incumbent *Supplier*; b) past *Supplier/s*; c) duration of contract and names of counterparties;    3. Details contained in the ERC's Certificates of Contestability;    4. *Contestable Customer* load data such as a) metered quantities and b) load profile; and    5. *Contestable Customer* metering and connection details. | 1. Subject to the procedures and permitted disclosures set forth in this Manual, Chapter 5 of the *WESM Rules* and the *Data Privacy Act (RA 10173)*, the following ~~Contestable~~ ***Retail*** *Customer* information are available for dissemination – 2. Administrative details such as but not limited to a) name of entity that owns the *registered facility*; b) service address of the *registered facility* and c) contact details; 3. Supply details such as a) incumbent *Supplier*; b) past *Supplier/s*; c) duration of contract and names of counterparties; 4. Details contained in the ERC's Certificates of Contestability**, as applicable**; 5. ~~Contestable~~ ***Retail*** *Customer* load data such as a) metered quantities and b) load profile; and 6. ~~Contestable~~ ***Retail*** *Customer* metering and connection details. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| DISCLOSURE POLICY | CONFIDENTIALITY AND DISCLOSURE POLICY | ~~CONFIDENTIALITY AND DISCLOSURE POLICY~~ **RETAIL CUSTOMER INFORMATION** | Generalized the section title |  |  |
|  | 1. In accordance with the *WESM Rules* and Information Disclosure and Confidentiality Manual, the following *Contestable Customer* information are considered confidential –    1. Retail supply contract data;    2. *Contestable Customer* load data; and   *Contestable Customer* metering and connection details. | 1. In accordance with the *WESM Rules* and Information Disclosure and Confidentiality Manual, the following ~~Contestable~~ ***Retail*** *Customer* information are considered confidential – 2. Retail supply contract data; 3. ~~Contestable~~ ***Retail*** *Customer* load data; and   ~~Contestable~~ ***Retail*** *Customer* metering and connection details. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
|  | 1. In accordance with the *WESM Rules* and Information Disclosure and Confidentiality Manual, the following *Contestable Customer* information are considered public or non-confidential –    1. Administrative details such as but not limited to a) name of entity that owns the *registered facility*; b) service address of the *registered facility;* and c) contact details;    2. Supply details such as a) incumbent *Supplier*; b) past *Supplier/s*; c) duration of supply contract and names of counterparties; and    3. Details contained in the ERC's Certificates of Contestability. | 1. In accordance with the *WESM Rules* and Information Disclosure and Confidentiality Manual, the following ~~Contestable~~ ***Retail*** *Customer* information are considered public or non-confidential – 2. Administrative details such as but not limited to a) name of entity that owns the *registered facility*; b) service address of the *registered facility;* and c) contact details; 3. Supply details such as a) incumbent *Supplier*; b) past *Supplier/s*; c) duration of supply contract and names of counterparties; and   Details contained in the ERC's Certificates of Contestability**, as applicable**. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
|  | 1. *Contestable Customer* information shall be made available by the *Central Registration Body* through any of the following means –    1. *Market information website* at www.wesm.ph for public or non-confidential information; and    2. *In* printed or electronic copies for confidential information upon authorization by the *Contestable Customer*. | 1. ~~Contestable~~ ***Retail*** *Customer* information shall be made available by the *Central Registration Body* through any of the following means – 2. *Market information website* at www.wesm.ph for public or non-confidential information; and 3. *In* printed or electronic copies for confidential information upon authorization by the~~Contestable~~ ***Retail*** *Customer*. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| 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~~ **RETAIL** CUSTOMER INFORMATION | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |
| PROCEDURES FOR THE REQUEST AND RELEASE OF CONTESTABLE CUSTOMER INFORMATION  6.2 | 1. For confidential *Contestable Customer* information –    1. The requesting party shall submit a letter addressed to the *Central Registration Body* stating the reasons for the request and the proof of authorization from the *Contestable Customer* allowing the *Central Registration Body* to release the requested information.    2. Within two (2) *working days* from receipt of the request, the *Central Registration Body* shall seek confirmation from the authorized contact person of the *Contestable Customer* through electronic mail.   Within ten (10) *working days* from receipt of the confirmation by the *Contestable Customer*, the *Central Registration Body* 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. | 1. For confidential ~~Contestable~~ ***Retail*** *Customer* information – 2. The requesting party shall submit a letter addressed to the *Central Registration Body* stating the reasons for the request and the proof of authorization from the *~~Contestable~~* ***Retail*** *Customer* allowing the *Central Registration Body* to release the requested information. 3. Within two (2) *working days* from receipt of the request, the *Central Registration Body* shall seek confirmation from the authorized contact person of the *~~Contestable~~* ***Retail*** *Customer* through electronic mail.   Within ten (10) *working days* from receipt of the confirmation by the *~~Contestable~~* ***Retail*** *Customer*, the *Central Registration Body* 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. | Changed to ***Retail Customers*** in order to provide a general term for Contestable Customers and GEOP End-Users which are not contestable Customers |  |  |

| 1. **Retail Manual on Green Energy Option Program Procedures (new)** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Section** | **Original Provision** | **Proposed Amendment** | **Rationale** | **Comment /**  **Proposed Revision** | **Rationale** |
| Title | (new) | **GREEN ENERGY OPTION PROCEDURES 1.0** | Proposed new Retail Manual providing GEOP procedures per Retail Rules Clause 2.5.2. |  |  |
| INTRODUCTION | (new) | **SECTION 1 INTRODUCTION** |  |  |  |
| PURPOSE | (new) | PURPOSEThis 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).This manual presents the procedures for the registration of Renewable Energy Suppliers and GEOP End-Users with the Central Registration Body, switching of GEOP End-Users between Renewable Energy Suppliers and the Distribution Utility, metering data submission and processing, and calculation of settlement amounts by the Market Operator. | Provides the purpose of the Manual |  |  |
| SCOPE OF APPLICATION | (new) | SCOPE OF APPLICATION **This document shall apply to:**   1. ***Renewable Energy Suppliers;*** 2. ***GEOP End-Users*;** 3. ***Network Service Providers*;** 4. ***Retail Metering Services Providers*;** 5. **the *Central Registration Body*;** 6. **the *Market Operator*; and** 7. ***Supplier of Last Resort*.** | Provides the list of entities for which this manual applies to |  |  |
| DEFINITION OF TERMS | (new) | DEFINITION OF TERMSUnless 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.The following words and phrases as used in this manual shall have the following meaning –  1. ***GEOP Demand Threshold* refers to the average peak demand required of an *end-user* to be eligible to participate in the *GEOP* as declared by the *DOE.*** 2. ***GEOP Registry* refers to the registry maintained by the *Central Registration Body* containing the registration records of all switches in electronic copies.** | Defines terms that shall be specifically used for this Manual while adopting the definitions already present in related documents |  |  |
| REFERENCES AND INTERPRETATION | (new) | REFERENCES AND INTERPRETATIONReferences **This manual should be read in association with the -**   * + - 1. **Republic Act No. 9136**       2. **Implementing Rules and Regulations of Republic Act No. 9136**       3. **Republic Act No. 9513**       4. ***WESM Rules***       5. ***Retail Rules***       6. **WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures**       7. **WESM Manual on Billing and Settlement**       8. **Retail Manual: Metering Standards and Procedures**       9. **Department of Energy Circular No. DC2018-07-0019**       10. **Department of Energy Circular No. DC2020-04-0009**       11. **Energy Regulatory Commission Resolution No. 08 Series of 2021**  Interpretation **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.** | Provides the list of relevant documents and issuances |  |  |
| AMENDMENTS | (new) | AMENDMENTS     **Amendments to this manual shall be submitted to *WESM Rules Change Committee* and shall be acted upon pursuant to Section 1.8 of the *Retail Rules* and relevant market manuals.** | Provides procedure for amendments to this manual |  |  |
| EFFECTIVITY AND PUBLICATION | (new) | EFFECTIVITY AND PUBLICATION **This manual shall take effect upon approval by the *Department of Energy*. Thereafter, it shall be published in the *market information website*.** | Includes provision on effectivity and publication of this manual |  |  |
| REGISTRATION | (new) | **SECTION 2 REGISTRATION** |  |  |  |
| COVERAGE | (new) | 2.1 COVERAGE **This section describes the procedures for the registration and deregistration of *Renewable Energy Suppliers*, *GEOP End-Users*, *Retail Metering Services Providers* and *Network Services Providers* serving *GEOP End-Users* with the *Central Registration Body*.** | Clarifies coverage of Section 2 of this Manual |  |  |
| OVERVIEW | (new) | 2.2 OVERVIEW2.2.1 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.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.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.2.2.4.The Distribution Utility of a GEOP End-User shall register with the Central Registration Body as a Supplier of Last Resort. **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.** | To align with policies for registration of GEOP participants pursuant to ERC Resolution No. 8, Series of 2021, DOE DC2018-07-0019 and DOE DC2020-04-0009 |  |  |
| GEOP REGISTRY | (new) | 2.3 GEOP REGISTRY2.3.1 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.2.3.2 The Central Registration Body’s registration records and database shall include, but shall not be limited to the following:  1. **Switch Request Form and different agreements as enumerated under Section 3.3 of this manual, including any amendments or modifications thereto;** 2. **Notices and other communications to and from the requesting parties, and other parties or agencies;** 3. **Assessment forms and related internal communications; and** 4. **Document submission from the requesting parties.**   **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.** | To align with Section 18 of ERC Resolution No. 08, Series of 2021 |  |  |
| RENEWABLE ENERGY SUPPLIERS | (new) | 2.4 RENEWABLE ENERGY SUPPLIERS2.4.1 Renewable Energy Suppliers shall register in the WESM as Direct WESM Members under the Customer Trading Participant category and shall fulfill all such registration requirements as provided for in Chapter 2 of the WESM Rules, which shall include the operating permit issued by the Department of Energy and Retail Electricity Supplier license by the Energy Regulatory Commission. | To clarify registration and de-registration procedures and requirements for Renewable Energy Suppliers, which are provided in Chapter 2 of the WESM Rules. |  |  |
|  | (new) | 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. |  |  |  |
|  | (new) | **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*.** | To clarify registration and de-registration procedures and requirements for Renewable Energy Suppliers, which are provided in Chapter 2 of the WESM Rules.  To be consistent with Section 7 of DC2020-04-0009 |  |  |
|  | (new) | **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 deregistered with the *Central Registration Body* upon the effectivity of its de-registration from the *WESM*.** | To clarify registration and de-registration procedures and requirements for Renewable Energy Suppliers, which are provided in Chapter 2 of the WESM Rules. |  |  |
|  |  |  |  |  |  |
| GEOP End-Users | (new) | 2.5 GEOP END-USERS2.5.1 Every 15th day of the month, 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. | To clarify the manner by which GEOP End-Users are included in the GEOP Registry pursuant to Section 15.3b of ERC Resolution No. 08, Series of 2021. Also provides the registration and deregistration procedures for GEOP End-Users |  |  |
|  | (new) | 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:  * + - 1. **End-user name,**       2. **Billing and service addresses,**       3. **End-user’s account number,**       4. **End-user contact information (telephone numbers and e-mail addresses)**       5. **Meter number,**       6. **Meter specifications (interval metering, channels), and**       7. **Confirmation that the end-user has signified interest to participate under GEOP.** |  |  |  |
| GEOP End-Users | (new) | ***2.5.3 Network Service Providers* shall use the form published by the *Central Registration Body* in the *market information website* in providing the customer information of the end-users identified under Section 2.5.2** |  |  |  |
| GEOP End-Users | (new) | **2.5.4 Registration with the Central Registration Body**    **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** |  |  |  |
|  | (new) | 2.5.5 Cessation of Registration  1. A**n 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:** 2. **Disconnection from its network; or** 3. **Reversion to being a *Captive End-User.*** 4. **The incumbent *Renewable 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.** 5. 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.** 6. **d) If the reason for cessation of registration is the reversion of the *GEOP End-User* to being a *Captive 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 confirmation by the *Network Service Provider* that the *GEOP End-User* has met the conditions for reversion and confirmation from the incumbent *Renewable Energy Supplier* or *Supplier of Last Resort* that the *GEOP End-User* has fulfilled all contractual obligations.** 7. **The cessation shall be effective on the date stated in the notice submitted by the incumbent *Renewable Energy 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 *Renewable Energy Supplier* or *Supplier of Last Resort*.** 8. **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*.** 9. **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.** 10. **A *GEOP End-User* may be registered again with the *Central Registration Body* upon approval of switch request submitted by a new *Supplier.*** |  |  |  |
| METERING SERVICES PROVIDERS | (new) | 2.6 METERING SERVICES PROVIDERS2.6.1 Registration with the Central Registration Body  1. **Before being able to provide metering services for *GEOP End-Users*, the *Metering Services Provider* of the *GEOP End-User* shall register in the WESMas a *Retail Metering Services Provider* in accordance with Chapter 2 of the WESM Rules and relevant market manuals.** 2. **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.*** 3. ***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.**  2.6.2 Deregistration  1. **Deregistration of a *Retail Metering Services Provider* shall be in accordance with Chapter 2 of the WESM Rules and relevant market manuals.** 2. **The *Central Registration Body* shall approve the de-registration of the *Retail Metering Services Provider* if it has ceased to provide metering services to *Retail Customers* in accordance with Chapter 2 of the *Retail Rules*.** | To clarify registration and de-registration procedures for MSPs of GEOP End-Users, which is aligned with procedures for Retail MSPs for RCOA  To provide that NSPs shall act as default MSP pursuant to Section 15.3.e of ERC Resolution No. 08, Series of 2021 |  |  |
| SUPPLIER OF LAST RESORT | (new) | 2.7 SUPPLIER OF LAST RESORT2.7.1 Registration with the Central Registration Body  1. **Before providing electricity supply for *GEOP End-Users* within its franchise area during a last resort event, the *Network Service Provider* of the *GEOP End-User* shall register in the WESM as a *Supplier of Last Resort*. The application and its supporting requirements shall be assessed and evaluated in accordance with Chapter 2 of the WESM Rules and relevant market manuals.** 2. **The *Central Registration Body* may require a *Supplier of Last Resort* that is already registered and serving a *Contestable Customer* to submit additional registration requirements to provide services to a *GEOP End-User.***  2.7.2 Deregistration **Deregistration of *Supplier of Last Resort* shall be in accordance with Chapter 2 of the WESM Rules and relevant market manuals.** | To clarify registration and de-registration procedures for SOLRs of GEOP End-Users, which is aligned with procedures for SOLRs for RCOA |  |  |
|  |  | 2.8 CONTINUING COMPLIANCE **To maintain its registration, the *Renewable Energy* *Supplier,* *Retail Metering Services Provider,* or *Supplier of Last Resort*, may be required by the *Central Registration Body* to submit information and documents to show that it continues to comply with the criteria required of *Renewable Energy* *Supplier,* *Retail Metering Services Provider,* or *Supplier of Last Resort*.** | Provides general provisions for continuing compliance of GEOP participants |  |  |
| CUSTOMER TRANSFER | (new) | **SECTION 3 CUSTOMER TRANSFER** |  |  |  |
| COVERAGE | (new) | **3.1 COVERAGE**  **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*.**  **Transfer of a *GEOP End-User* to a *Retail Electricity Supplier or local RES* iscovered under the *Retail Manual on Market Transaction Procedures.*** | Provides the coverage of Section 3 of this Manual |  |  |
| OVERVIEW | (new) | **3.2 OVERVIEW**  **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.**  **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.** | To align with policies for switching and other transactions of GEOP participants pursuant to ERC Resolution No. 8, Series of 2021, DOE DC2018-07-0019 and DOE DC2020-04-0009 |  |  |
| SWITCHING TO A RENEWABLE ENERGY SUPPLIER | (new) | 3.3 SWITCHING TO A RENEWABLE ENERGY SUPPLIER3.3.1 A Renewable Energy Supplier may submit a switch request to the Central Registration Body if all of the following conditions are met:  1. **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*;** 2. **the end-user has entered into a *GEOP Supply Contract* with a *Renewable Energy Supplier*;** 3. **the end-user has entered into a valid Metering Services Agreement with a registered *Retail Metering Services Provider*; and** 4. **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 into a Wheeling Services Agreement with the Distribution Utility.** |  |  |  |
|  |  | 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. | To specify switching procedures pursuant to Section 16 of ERC Resolution No. 08, Series of 2021. |  |  |
|  |  | 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:  1. **the *end-user* has settled its financial obligations with the Distribution Utility or incumbent Supplier** 2. **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;** 3. **the *Renewable Energy Supplier* and the relevant *Distribution Utility* or *Network Service Provider* on the existence of a valid wheeling service agreement covering the *end-user*;** 4. **the *end-user* and the registered *Retail Metering Services Provider* on the existence of a valid metering services agreement covering the *end-user*.**   **The *Central Registration Body* may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.**  **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.** | To specify switching procedures pursuant to Section 16 of ERC Resolution No. 08, Series of 2021.  If approved, the implementation of electronic-based switching shall entail system enhancements which is dependent on budget availability, procurement, development, testing and software certification, as provided in the transitory provision under the proposed last paragraph. |  |  |
|  |  | 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: **Switch Request Form;**  **Copy of Renewable Energy Supply Contract;**  **Copy of valid Wheeling Service Agreement;**  **Copy of valid Metering Services Agreement;**  **Connection Agreement between a GEOP End-User and its Network Service Provider;**  **Prudential Requirements; and**  **A verification executed by the Renewable Energy Supplier stating that the above-enumerated documents are authentic, and the contents thereof are true and correct.** | To reflect the required documentary requirements as set forth in Section 16.2 of ERC Resolution No. 08, Series of 2021. |  |  |
|  |  | 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. | To specify switching procedures pursuant to Section 16 of ERC Resolution No. 08, Series of 2021. |  |  |
|  |  | 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 submissions. The aforementioned procedure shall likewise apply to regular switching from one Renewable Energy Supplier to another. | To specify switching procedures pursuant to Section 16 of ERC Resolution No. 08, Series of 2021. |  |  |
|  |  | 3.3.7 If the deficiency pertains to the metering requirements, the relevant Retail Metering Services Provider shall complete the requirements within fifteen (15) working days from its receipt of notice. **For cases which requires scheduling of service interruption on the part of the *GEOP End-User*, the completion will be based on the agreed date of execution with the *GEOP End-User*.** | To specify switching procedures pursuant to Section 16 of ERC Resolution No. 08, Series of 2021. |  |  |
|  |  | **3.3.8** **If the *Central Registration Body* determines that the *GEOP End-User* has incomplete customer information as required under Section 2.5.2 of this Manual, the *Central Registration Body* shall notify the relevant Network Service *Provider* to provide the necessary information within two (2) *working days* from the receipt of the notification.** | To provide for correcting deficiencies on customer information, previously placed in Section 2.3. |  |  |
|  |  | 3.3.9 If the deficiencies in the application or requirements are not rectified within the prescribed timeframes, the Central Registration Body shall notify the Renewable Energy Supplier, the incumbent Supplier and the Distribution Utility or Network Service Provider, within three (3) working days that the processing of the switch request shall not proceed. Such notification is without prejudice to refiling of a new request, provided all conditions will be met by the Renewable Energy Supplier and/or party required to comply. | To specify switching procedures pursuant to Section 16 of ERC Resolution No. 08, Series of 2021. |  |  |
|  |  | 3.3.10 Within two (2) working days from its confirmation that the prudential requirements, 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:  * + - 1. **new Renewable Energy**   **Supplier,**   * + - 1. **the incumbent *Supplier or Distribution Utility*, as applicable;**       2. **the Retail Metering Services Provider,**       3. **the relevant Distribution Utility or Network Service Provider, and**       4. **GEOP End-User.** |  |  |  |
|  |  | 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. |  |  |  |
| SWITCHING TO A SUPPLIER THAT IS NOT A RENEWABLE ENERGY SUPPLIER | (new) | 3.4 SWITCHING TO A SUPPLIER THAT IS NOT A RENEWABLE ENERGY SUPPLIER3.4.1 If a GEOP End-user wishes to switch to a Supplier that is not a Renewable Energy Supplier, the new Supplier shall submit a switch request in accordance with the procedures under the Retail Manual on Market Transaction Procedures, provided that the end-user is also qualified to be a Contestable Customer and complies with the necessary requirements under applicable laws and issuances.3.4.2 The Central Registration Body shall update the registration category of the GEOP End-User at the switch effective date to the Supplier to a Contestable Customer. | To clarify that switching to a Supplier that is not a Renewable Energy Supplier is governed by the Retail Manual on Market Transaction Procedures. |  |  |
| SWITCHING TO A DISTRIBUTION UTILITY | (new) | 3.5 SWITCHING TO A DISTRIBUTION UTILITY3.5.1 A GEOP End-User may revert to being a Captive End-User, subject to the following conditions or circumstances:It has fulfilled its contractual obligations to the Renewable Energy Supplier;It has executed an agreement for the supply of electricity through the Distribution Utility, in accordance with the Distribution Services and Open Access Rules (DSOAR);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; andIts contract with a Supplier of Last Resort has exceeded the maximum period. | To align and thresh out details of Section 24 of the ERC Resolution No. 8 Series of 2021. All conditions therein should be present before a GEOP End-User may revert to being Captive End-User. |  |  |
| SWITCHING TO A DISTRIBUTION UTILITY | (new) | **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.** |  |  |  |
|  | (new) | **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.** |  |  |  |
|  | (new) | **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.** |  |  |  |
|  | (new) | **3.5.5 The *Central Registration Body* shall de-register the *GEOP End-User* at the effective date of reversion to the *Distribution Utility.*** |  |  |  |
| CUSTOMER RELOCATION | (new) | 3.6 CUSTOMER RELOCATION3.6.1 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. | To align and thresh out details of Sections 19 and 20 of the ERC Resolution No. 8, Series of 2021. |  |  |
| CUSTOMER RELOCATION | (new) | 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 discontinuance, the reason therefore 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. In the event that the Renewable Energy Supplier opted not to continue the service at the new location, the GEOP End-User shall endeavor to find a new Renewable Energy Supplier and undergo the Switching Procedures under Section 3 of this Market Manual. |  |  |  |
|  |  | 3.6.3 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. **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.**  **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.** |  |  |  |
| CUSTOMER RELOCATION | (new) | 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. |  |  |  |
|  | (new) | 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. |  |  |  |
| CUSTOMER RELOCATION | (new) | 3.6.6 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 provided in this Market Manual. |  |  |  |
| PROHIBITED GEOP END-USER TRANSFER | (new) | 3.7 PROHIBITED GEOP END-USER TRANSFERA Renewable Energy Supplier shall not be permitted to transfer a GEOP End-User to another Renewable Energy Supplier without the authorization of the affected GEOP End-User and without complying with the switching requirements and procedures set out in Section 3.3.The GEOP End-User shall file a complaint with the Energy Regulatory Commission, in the event a prohibited GEOP End-User transfer has occurred. | To align with Section 19 of ERC Resolution No. 08, Series of 2021  Section 45 of GEOP Rules |  |  |
| TERMINATION OF SUPPLY | (new) | 3.8 TERMINATION OF SUPPLY3.8.1 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. | To align with Sections 20, 21 and 22 of ERC Resolution No. 08, Series of 2021 |  |  |
|  | (new) | 3.8.2 The Renewable Energy Supplier shall then submit a Notice of Pre-termination of GEOP Supply Contract to the Central Registration Body within one (1) working day from the effectivity of the pre-termination. |  |  |  |
| TERMINATION OF SUPPLY | (new) | 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. |  |  |  |
|  | (new) | 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.The Central Registration Body shall forward to the Network Service Provider the Notice of Non-Renewal, within one (1) business day from receipt thereof. |  |  |  |
| TERMINATION OF SUPPLY | (new) | 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 expiration of its existing GEOP Supply Contract. |  |  |  |
| TERMINATION OF SUPPLY | (new) | 3.8.6 In case of termination of the supply contract, the GEOP End-User may:a) Switch to a new Supplier in accordance with the requirements and procedures under Sections 3.2 or 3.3 of this Market Manual; orb) Revert to being a Captive End-User in accordance with the requirements and procedures set in Section 3.5 of this Market Manual; orc) Transfer to a Supplier of Last Resort in accordance with requirements and procedures set in Clause 3.9 of this Market Manual. |  |  |  |
| TRANSFER TO A SUPPLIER OF LAST RESORT | (new) | 3.9 TRANSFER TO A SUPPLIER OF LAST RESORT |  |  |  |
|  |  | 3.9.1 A GEOP End-User shall be transferred to a Supplier of Last Resort upon occurrence of any one of the following Last Resort Supply Events:a) the Renewable Energy Supplier has ceased to operate;b) the Renewable Energy Supplier's license has been revoked by the Energy Regulatory Commission;c) the Renewable Energy Supplier's operating permit has been revoked by the Department of Energy;d) the Renewable Energy Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;e) the Wheeling Services Agreement between the Renewable Energy Supplier and Distribution Utility has been terminated;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;g) Failure to renew or secure a new GEOP Supply Contract; orh) any other analogous event which the Energy Regulatory Commission may deem as a Last Resort Supply Event.3.9.2 Upon the occurrence of any of the Last Resort Supply Events, the 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.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.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.3.9.5 Within one (1) working day upon receiving notice from the GEOP End-User under Section 3.9.4, the Supplier of Last Resort shall inform the GEOP End-User of the terms of its supply contract and the applicable rates.3.9.6 Within two (2) working days upon receiving notice from the GEOP End-User under Section 3.9.4, the Supplier of Last Resort shall submit a switch request for the transfer of the GEOP End-User in accordance with applicable requirements and procedures under Section 3.3 of this Market Manual. **3.9.7 Upon evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with switching procedures under Section 3.3 of this Market Manual.**  **3.9.8 GEOP End-Users 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.** |  |  |  |
| DISCONNECTION AND RECONNECTION | (new) | 3.10 DISCONNECTION AND RECONNECTION **3.10.1 In the event that a GEOP End-User fails to pay its Renewable Energy Supplier in accordance with their supply contract, the Renewable Energy Supplier shall send a notice of disconnection to the GEOP End-User and the Central Registration Body forty-eight (48) hours prior to disconnection.** | To align with Sections 37 to 42 of ERC Resolution No. 08, Series of 2021 |  |  |
| DISCONNECTION AND RECONNECTION | (new) | 3.10.2 Upon receipt of the notice under Clause 3.10.1, the Central Registration Body shall forward the notice of disconnection to the Network Service Provider of the GEOP End-User within twenty-four (24) hours from such receipt.3.10.3 Upon determination that the GEOP End-User has not settled its obligation within the 48-hour period, the Renewable Energy Supplier shall send a request for disconnection to the Central Registration Body.3.10.4 Upon receipt of the request under Section 3.10.3, the Central Registration Body shall forward the request for disconnection to the Network Service Provider of the GEOP End-User within twenty-four (24) hours.3.10.5 The Network Service Provider shall disconnect the GEOP End-User within twenty-four (24) hours from receipt of the request for disconnection and notify the Central Registration Body of the disconnection. The Network Service Provider shall not be responsible for verifying the validity of the Renewable Energy Supplier’s request for disconnection.3.10.6 Upon determination that the grounds for disconnection of the GEOP End-User has been remedied, the Renewable Energy Supplier shall immediately submit a request for reconnection to the Central Registration Body.3.10.7 Upon receipt of the request under Clause 3.10.6, the Central Registration Body shall forward the request for reconnection to the Network Service Provider of the GEOP End-User within twenty-four (24) hours. |  |  |  |
| REPORTING | (new) | 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 2.3.3.11.2 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:a) List of GEOP End-Users’ name served by each Renewable Energy Supplier;b) Meter number;c) Monthly registered demand (in kW);d) Monthly metered quantity (in kWh);e) Number of GEOP End-Users that switched, sorted by the Distribution Utility franchise area; andf) Percent (%) increase in switching per Distribution Utility franchise area;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.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. | To align with Section 47 of ERC Resolution No. 08, Series of 2021 |  |  |
| DISPUTES | (new) | 3.12 DISPUTES **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) hour from its occurrence. During such event, transactions shall be done through electronic mail, fax or other means of communication capable of time stamping.**  **3.12.2 In case of discrepancies in data, data from the Network Service Provider and Retail Metering Services Provider shall be used while the dispute is being investigated by Energy Regulatory Commission.**  **3.12.3 Requests, notices, responses, and data sent or received by the Central Registration Body beyond 17:00 shall be deemed to have been sent or received on the first working hour of the next working day.** | To align with Article XII of ERC Resolution No. 08, Series of 2021 |  |  |
| METERING | (new) | 4 SECTION 4 METERING **The metering installation standards, the procedures for the registration, collection, validation and profiling of metering data of GEOP End-Users for use in WESM settlements and the performance management of Retail Metering Services Provider serving GEOP End-Users shall conform with Chapter 4 of the Retail Rules, the Retail Manual on Metering Standards and Procedures, and as applicable, the Philippine Grid Code, the Philippine Distribution Code, Open Access Transmission Service Rules, the WESM Rules and the WESM Manual on Metering Standards and Procedures.** | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| SETTLEMENT | (new) | 5 SECTION 5 SETTLEMENT | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| COVERAGE | (new) | 5.1 COVERAGE **This section describes the procedures for the calculation of the gross energy settlement quantities of Renewable Energy Suppliers for use in WESM settlements.** | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| DETERMINATION OF SETTLEMENT QUANTITIES | (new) | 5.2 DETERMINATION OF SETTLEMENT QUANTITIES **5.2.1 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.**  **5.2.2 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.**  **5.2.3 The gross energy settlement quantity of a Renewable Energy Supplier shall be determined for each grid off-take metering point with which it has a GEOP End-User.**  **5.2.4 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.** | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| USE OF SETTLEMENT QUANTITIES | (new) | 5.3 USE OF SETTLEMENT QUANTITIES5.3.1 The Market Operator shall use the gross energy settlement quantities of Renewable Energy Suppliers determined under Section 5.2.4 for WESM settlement.5.3.2 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. | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| SETTLEMENT OF GEOP END-USERS WITH THEIR RENEWABLE ENERGY SUPPLIERS | (new) | 5.4 SETTLEMENT OF GEOP END-USERS WITH THEIR RENEWABLE ENERGY SUPPLIERSBilling and settlement of the transactions of the GEOP End-Users with their respective Renewable Energy Suppliers shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the Energy Regulatory Commission and other competent agencies. | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| PRUDENTIAL REQUIREMENTS | (new) | 5.5 PRUDENTIAL REQUIREMENTS5.5.1 Renewable Energy Suppliers shall comply with the prudential requirements as set out in Chapter 3 of the WESM Rules.5.5.2 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 WESM Rules. | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |
| SETTLEMENT INFORMATION | (new) | 5.6 SETTLEMENT INFORMATION5.6.1 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 WESM Rules. **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.** | To align with Section 8 of ERC Resolution No. 08, Series of 2021 |  |  |