



Republic of the Philippines  
**DEPARTMENT OF ENERGY**  
(Kagawaran ng Enerhiya)

**DEPARTMENT CIRCULAR NO. \_\_\_\_\_**

**ADOPTING AMENDMENTS TO THE WESM RULES AND VARIOUS MARKET  
MANUALS, AND CREATION OF RETAIL MANUAL ON GREEN ENERGY  
OPTION PROGRAM (GEOP) PROCEDURES FOR THE IMPLEMENTATION OF  
GEOP**

**WHEREAS**, Sections 30 and 37(f) of the Electric Power Industry Reform Act (EPIRA) provides that the Department of Energy (DOE), jointly with the electric power industry participants, shall establish the Wholesale Electricity Spot Market (WESM) and formulate the detailed rules governing the operations thereof;

**WHEREAS**, on 28 June 2002, pursuant to its mandate, in consultation with the electric power industry participants, the DOE promulgated Department Circular (DC) No. DC2002-06-0003 or the WESM Rules, as amended, which provides that any changes, amendments, and modifications to the WESM Rules, Retail Rules and Market Manuals shall be undertaken in accordance with the provisions of Chapter 8 thereof;

**WHEREAS**, Section 9 of the Republic Act No. 9513 (RA 9513), otherwise known as “Renewable Energy Act of 2008” provides that the DOE shall establish a Green Energy Option Program (GEOP), which provides end-users the option to choose Renewable Energy (RE) Resources as their sources of energy;

**WHEREAS**, on 18 July 2018, the DOE issued DC No. DC2018-07-0019, entitled “Promulgating the Rules and Guidelines Governing the Establishment of the Green Energy Option Program Pursuant to Renewable energy Act of 2008”, establishing the GEOP (GEOP Rules);

**WHEREAS**, in a letter dated 03 June 2022, after due process, the PEM Board formally endorsed to the DOE the proposed amendments to the Market Rules and Market Manuals on implementation of GEOP;

**WHEREAS**, on \_\_\_\_\_, the DOE posted the draft Department Circular adopting the proposed amendments in the DOE website to solicit comments from the market participants and other interested parties;

**WHEREAS**, on \_\_\_\_\_ July 2022, the DOE conducted public consultations on the abovementioned proposed amendments to solicit inputs and consider comments of stakeholders in the finalization of the same;

**NOW THEREFORE**, after careful review of the PEM Board-approved proposal and the comments and recommendations received on the same, the DOE, pursuant to its authority under the EPIRA and the WESM Rules, hereby adopts, issues, and promulgates the following amendments to Market Rules and various Market Manuals, and creation of Retail Manual on GEOP procedures for the implementation of GEOP:

**Section 1. Amendments to the WESM Rules.** The provisions of the WESM Rules are hereby amended to read as follows:

### 3.2.2 Market Trading Nodes

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3.2.7 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 *Retail Customer* that is not registered in the *WESM*.

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### 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:

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- d) If the *market trading node* is designated to a *WESM-registered 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.

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## 4.2 Metering Application of Chapter

This Chapter 4 does not apply to *Retail Customers* directly connected to *distribution systems*. Obligations, requirements, and procedures related to the metering *Retail Customers* directly connected to *distribution systems* are provided under Section 4 of the *Retail Rules*.

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## Chapter 11 Glossary

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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.

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Grid Off-take Metering Point. Metering point at a grid at which the settlement quantity of a *Retail Customer* connected to a distribution system shall be determined.

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Retail Rules. The Rules promulgated by the DOE governing the integration of *Retail Competition 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 *Retail Customers* in the WESM, and the operations of the Central Registration Body.

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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).

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**Section 2. Amendments to the WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures.** The following provisions of the WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures are hereby amended to read as follows:

### 2.3 Level of Participation/Direct & Indirect WESM Membership

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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*.

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### 2.5 Registration of Direct WESM Members and Trading Participants

#### 2.5.1 Categories and Qualifications

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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*.

c) A *Customer* shall register each of its *connection points* with the *Market Operator*. For each *Retail Customer*, all *connection points* shall be registered under the same *Retail Customer*.

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### 3.5 Enrolment and De-listing of Supply Customers

#### 3.5.1 Enrolment

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3.5.1.4 Only *WESM* registered *Retail Electricity Suppliers* may enroll *Contestable Customers* 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*.

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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.

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### 4.4 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, 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 Section 2.3.7 of this Manual.

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## 5.2 Cessation of Registration

### 5.2.1 Requirements for Cessation of Registration/Notice to the Market Operator

5.2.1.1 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*.

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## 5.6 Effects of Deregistration

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5.6.2.2 If the deregistered *WESM member* is a *Wholesale Aggregator*, *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 Section 2.3.7 of this Manual, the facilities of the *Indirect WESM member* shall be disconnected.

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**Section 3. Amendments to the WESM Manual on Billing and Settlement.** The provisions of the Market on Billing and Settlement are hereby amended to read as follows:

## 7.4 Procedures

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### 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 *Retail Customer*, as applicable, with the *prudential requirements*.
- b) The *Market Operator* shall calculate the additional security required from the new *Supplier* and *Retail Customer*, as applicable, using the following formula:

$$AS_{s,c} = \frac{HMQ_c}{n_c} \times \frac{35}{30} \times MQE_{s,c} \times AAMP_{past\ 12\ billing\ periods}$$

Where:

$AS_{s,c}$  additional security, in PhP, to be provided by *Supplier s* for the switch of *Retail Customer c*

$HMQ_c$  historical total *metered quantity*, in MWh, of *Retail Customer c* from the past twelve (12) months

$n_c$  number of days covered by the historical total *metered quantity* of *Retail Customer c*

$MQE_{s,c}$  *metered quantity exposure* to the WESM, in %, of *Retail Customer c* when supplied by *Supplier s*

$AAMP_{past\ 12\ billing\ periods}$  *average actual market price*, in PhP/MWh, for the past *twelve (12) billing periods*

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## 9.1 Declarations for Energy Transactions

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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.

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.

9.1.12 In case of non-compliance with Clauses 9.1.10 and 9.1.11, the *Market Operator* shall promptly inform the affected parties to re-submit bilateral contract declarations.

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.

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**Section 4. Amendments to the Retail Rules.** The following provisions of Retail Rules are hereby amended to read as follows:

Chapter 1: Introduction

1.1 Scope of Chapter 1

The Chapter 1 sets out the:

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1.1.4 Governance of the transactions of *Suppliers* and *Retail Customers* with the *Central Registration Body*.

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1.2. Purpose, Application, and Interpretation of Rules

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1.2.2 Purpose of the Rules

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:

1.2.2.1 Promote retail competition; greater efficiency and customer choice; and

1.2.2.1 Provide rules for the management of the transactions of *Suppliers* and *Retail Customers* and the operations of the *Central Registration Body*.

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### 1.3 Framework and Objectives of Retail Competition and the Retail Rules

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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.

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*.

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### 1.4 Central Registration Body

#### 1.4.1 Responsibilities of the *Central Registration Body*

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*. 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 *Retail Customers* and Suppliers;
- d) Collect and manage metering data of *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*.

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#### 1.4.3 Audit

##### 1.4.3.1 xxx xxx xxx



1.4.3.2 The PEM Audit Committee shall perform the functions stated in Clause 1.4.3.1 in accordance with Chapter 1 of the *WESM Rules* and relevant *Market Manuals*.

## 1.5 Governance of the Market

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 *Retail 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 *Retail Customers*.

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## Chapter 2: Registration

### 2.1 Scope of Chapter 2

This Chapter 2 sets out the rules for registration of *Suppliers*, *Retail Customers* and *Retail Metering Services Providers*.

### 2.2 Retail Customers

#### 2.2.1 Eligibility of Retail Customers

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*.

2.2.2 Distribution utilities shall notify the *Central Registration Body* of any end user that has met the requirements to 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.

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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*.

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, provided, that –

2.2.5.1 *Contestable Customers* that have more than one *registered facility* shall have multiple registrations; and

2.2.5.2 Registration shall be in accordance with the certification of contestability issued by the *ERC* and each *registered facility* covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.

2.2.6 *Contestable Customers* that are directly connected to the *transmission system* shall be listed with the *Central Registration Body* based on the information from the *ERC* for monitoring purposes.

## 2.3 Retail Customer Information

### 2.3.1 Customer Information Requirements of the *Central Registration Body*

2.3.1.1 *Network Service Providers* shall submit the following information to the *Central Registration Body* on 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);
- 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.

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## 2.3.2 Request and Release of Customer Information

- 2.3.2.1 Upon prior authorization, provided in written or electronic form, by a *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 *Retail Customer*.

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## 2.4 Suppliers and Retail Metering Services Providers

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### 2.4.2 xxx xxx xxx

- 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.

- 2.4.3 Distribution utilities, before being able to transact for the supply of electricity to *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 *Retail Customers*.

- 2.4.4 Before being able to provide metering services for *Retail Customers*, a *Retail Metering Services Provider* shall:

- 2.4.4.1 Hold license as a *Retail Metering Services Provider* issued by the *ERC*; and

- 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*.
- 2.4.5 Distribution Utilities shall serve as the default Retail Metering Services Provider for *Retail Customers* with service addresses located within their franchise area and shall register in the *WESM* 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.
- 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
- 2.5.3 The data required to be provided to the *Central Registration Body* for registration as a *Supplier*, *Retail Customer*, or *Retail Metering Services Provider*.
- 2.6 Suspension, De-registration and Cessation of Membership
- 2.6.1 The suspension, de-registration and cessation of the membership of *Suppliers*, *Retail Metering Services Providers* and *Retail 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*.

## Chapter 3: The Market

### 3.1 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 *Retail Customers*

3.1.2 Settlement of the transactions of *Suppliers* and *Retail Customers* in the *WESM*; and

3.1.3 Failure of *Suppliers*

3.2 Retail Customer Transactions

3.2.1 Conditions for Customer Switching

3.2.1.1 Switching shall apply to the commercial transfer of a *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.

3.2.1.2 xxx xxx xxx

3.2.1.3 A *Supplier* may submit a switch request to the *Central Registration Body* provided the following conditions are met:

- a) A supply contract has been entered into between the *Supplier* and the *Retail Customer* for which the *Switch request* is made;
- 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 *Retail Customer*;
- c) The *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*.

3.2.1.4 xxx xxx xxx

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*.

3.2.2 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 be electronically filled out and shall include a confirmation from authorized representatives of the following:

- a) the *Supplier* and the *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 *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 *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 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 *Retail Customer* registering as a *Direct WESM Member* shall also submit the projected metering quantities and the pERCcentage that will be purchased from the *WESM* by the *Retail Customer*, as applicable.

The *Central Registration Body* shall immediately evaluate the completion of the abovementioned requirements, including verification of information of the *Retail Customer* as submitted by the *Distribution Utilities* under Clause 2.3.1.1, and shall notify the *Supplier* and the *Retail 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 *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.

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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 *Retail Customer* not intending to register in the WESM:

- a) The new *Supplier* of the *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.

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:

- a) If the *Retail Customer* is a *Contestable Customer*, 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.

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- d) xxx xxx xxx
- e) xxx xxx xxx
- f) xxx xxx xxx

3.2.2.5 If the *Central Registration Body* determines under Clause 3.2.2.1 that the *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.

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.

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### 3.2.3 Customer Relocation

3.2.3.1 A *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*.

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*.

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.



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3.2.3.4 A *GEOP End-User* who intends to transfer to a new service address within the *Distribution Utility* or *Network Service Provider's* franchise area and wishes to continue receiving service from its *Renewable Energy Supplier* shall send a request for relocation of service to its *Renewable Energy Supplier*, copy furnished the *Central Registration Body*, at least thirty (30) business days before the planned relocation date. The request for relocation of service shall contain the following:

- a) Address of the new location; and
- b) Intended date of transfer and the commencement of service at the new location.

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*.

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 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.

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.

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.

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.

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.

3.2.3.11 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the *Retail Customer* transfers to a different service address and the *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. 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.

#### 3.2.4 Prohibited Customer Transfer

A *Supplier* shall not be permitted to transfer a *Retail Customer* to another *Supplier* without the authorization of the affected *Retail Customer* and without complying with the *Customer switching* requirements and procedures set out in clause 3.2.2.

### 3.2.5 Termination of *Supplier* Service by the *Supplier*

3.2.5.1 If the *Retail Electricity 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 (30) days prior to the expiration of the term of the contract.

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, prior 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*.

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.

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.

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.

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*.

3.2.5.7 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 to 3.2.5.6 of this Chapter 3 are met.

3.2.6 The *Central Registration Body* shall prepare and publish relevant *Market Manuals* that sets out in more detail the relevant timelines, requirements, and procedures for carrying out the *Retail Customer* transactions described in this section 3.2.

### 3.3 Settlement Quantities

3.3.1 The settlement quantities of *Retail Customers* and *Suppliers* in each *settlement interval* of the billing period shall be determined in accordance with this Chapter 3.

#### 3.3.2 Determining the Gross Energy Settlement Quantities of *Retail Customers* and *Suppliers*

3.3.2.1 The metered quantity of each *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 *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 *Retail Customer* that is not a *WESM Member*.

3.3.2.2 The *Central Registration Body* shall determine the metered quantity of the *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.

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 *Retail Customers* that are not *WESM Members* associated with such *grid off-take metering point*.

### 3.3.3 Declaration of Bilateral Contract Quantities

3.3.3.1 xxx xxx xxx

3.3.3.2 Contracts entered into between Suppliers for the supply of electricity to a *Retail Customer* shall not be accounted for in settlements but will be settled by the parties among themselves.

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### 3.3.5 Settlement of Retail Customers with their Suppliers

Billing and settlement of the transactions of the *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.

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### 3.3.6 Prudential Requirements

3.3.6.1 xxx xxx xxx

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 *Retail Customers* for which such Supplier is transacting.

### 3.3.7 Settlement Information

3.3.7.1 xxx xxx xxx

3.3.7.2 Access to settlement information pertaining to *Retail Customers* not registered in the WESM shall be provided to their respective Supplier counterparties, provided, however that those *Retail Customers* may be provided access to their own settlement information upon request from the Central Registration Body.

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## 3.4 Procedure Upon Occurrence of Last Resort Supply Events

3.4.1 A *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*;
  - 3.4.1.4 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*;
  - 3.4.1.6 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.
- 3.4.2 When the *Central Registration Body* determines or receives notice of the occurrence of a last resort event, it shall notify the affected *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 *Retail Customers* to the *Supplier of Last Resort*.
- 3.4.3 The following procedures shall be observed upon the occurrence of a last resort event:
- 3.4.3.1 Within two (2) working days from being notified of the occurrence of the last resort event, the *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 two (2) working days upon receiving notice from the *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 *Retail Customer* has agreed to be served by the *Supplier of Last Resort* no later than two (2) working days 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.

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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 *Retail* Customers.

3.4.7 xxx xxx xxx

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.

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 the following conditions:

3.5.1.1 Its average monthly peak demand has decreased below 75% of 100 kW for the immediately preceding 6 consecutive months and the same is not attributable to seasonal demand as confirmed by the *Central Registration Body* and the *Metering Services Providers*, rendering it ineligible to participate in the *Green Energy Option Program*;

3.5.1.2 Any of the last resort supply events under Clause 3.4.1 has occurred;

3.5.1.3 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.

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Chapter 4: Metering

## 4.1 Scope and Application of Chapter 4

4.1.1 This Chapter 4 sets out the:

4.1.1.1 xxx xxx xxx

4.1.1.2 Requirements in relation to the installation, use and security of meters of *Retail Customers*;

4.1.1.3 Manner in which metering data of *Retail Customers* is to be used and managed;

4.1.1.4 xxx xxx xxx

4.1.1.5 xxx xxx xxx

4.1.2 This Chapter shall apply only to the provision of metering services and metering installations by *Retail Metering Services Providers* to *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.

4.1.3 Provision of metering services and metering installations to *Retail Customers* which are directly connected end users shall be in accordance with Chapter 4 of the WESM Rules.

## 4.2 Metering Services Providers

4.2.1 Other than the Distribution Utility that acts as the default Retail Metering Services Provider for the *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.

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## 4.3 Provision of Metering Installations

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### 4.3.4 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 *Retail Customers* and Suppliers registered in the WESM.

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#### 4.3.7 Performance of Metering Installations

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4.3.7.3 A *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.

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#### 4.5 Databases

##### 4.5.1 Installation Database

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4.5.1.2 The *Retail Metering Services Provider* shall ensure that each affected *Supplier, Distribution Utility, and 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) xxx xxx xxx; and
- b) xxx xxx xxx

xxx xxx xxx

##### 4.5.3 Rights of Access to Metering Data

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4.5.3.5 Any *Retail Customer* with respect to the metering data in relation to the metering point registered to it;

4.3.5.6 Any Distribution Utility with respect to *Retail Customers* whose facilities are located in its franchise area and for whom said *Distribution Utility* is not the Retail Metering Services Provider;

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#### 4.5.4 Confidentiality

Metering data identifiable to a *Trading Participant* or *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*.

#### 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 *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.

#### 4.6 Data Validation and Substitution

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4.6.2.2 Present the corrected or substituted meter data to the *Central Registration Body* and the affected *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 *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 *Retail 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 *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 *Retail Customer*, *Supplier* or *Distribution Utility*.

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## Chapter 5: Glossary

xxx xxx xxx

Customer switching - CommERCial transfer of a *Retail Customer* to another *Supplier* other than a transfer to a *Supplier of Last Resort*

xxx xxx xxx

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.

GEOP Supply Contracts – The agreement between a *GEOP End-User* and a duly authorized RE Supplier for the supply of electricity generated

Grid off-take metering point - Metering point at a grid at which the settlement quantity of a *Retail Customer* connected to a distribution system will be determined.

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Last resort supply event - Any of the events stated in these *Retail Rules* that will give reason for a *Retail Customer* to be served by the *Supplier of Last Resort*.

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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.

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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*”.

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Retail Rules - The rules promulgated by the *DOE* governing the management of the transactions of *Suppliers* and *Retail Customers* and the operations of the *Central Registration Body*.

Retail supply contracts - Contract between a *Supplier* and a *Retail Customer* for the supply of electricity.

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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*.

*Supplier of Last Resort* - An entity designated by the *ERC* to serve *Retail Customers* following a *Last resort supply event* in accordance with these *Retail Rules*.

Switch request - A notice sent by a *Supplier* to the *Central Registration Body* that it will be serving a *Retail Customer*.

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**Section 5. Amendments to the Retail Manual on Registration Criteria and Procedures.** The following provisions of the Retail Manual on Registration Criteria and Procedures are hereby amended to read as follows:

I. Introduction and General Guidelines

1. Purpose & Scope of Application

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").

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II. Registration Procedures

xxx xxx xxx

### 3. Registration of Contestable Customers

3.1 xxx xxx xxx

#### 3.2 Pre-registration Procedures

3.2.1 *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 (15<sup>th</sup>) 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);
- 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.

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### III. Suspension, Deregistration and Cessation

#### 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:
- i. Termination from its network; or
  - ii. 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 Commission that the *Contestable Customer* has met the conditions for reversion and confirmation from the incumbent *Supplier* or *Supplier of Last Resort* that the *Contestable 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.

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**Section 6. Amendments to the Retail Manual on Market Transactions Procedures.** The following provisions of the Retail Manual on Market Transactions Procedures are hereby amended to read as follows:

I. Introduction and General Guidelines

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2. Scope of Application

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.

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II. Customer Switching

xxx xxx xxx

2. Overview

2.1 *Customer Switching* shall apply to all transfers of *Contestable Customers* from one *Supplier* to another.

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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 issuances to 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*.

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3. Switching Procedures

3.1 Submission and processing of Switch Request

3.1.1 Once all requirements are met, 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 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 *pERCcentage* 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.

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### III. Customer Relocation

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2.1 A *Contestable Customer* that wishes to relocate to a new service address 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*.

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## V. Transfer of a *Supplier of Last Resort* (SOLR)

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### 2. Overview

#### 2.1 xxx xxx xxx

2.2 When the *Central Registration Body* 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, the *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 avilment 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*.

### 3. Procedures

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.

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 two (2) *working days* after being notified of the occurrence of the *Last Resort Supply Event*. The switch request form shall 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.

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.

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.

xxx xxx xxx

**Section 7. Amendments to the Retail Manual on Metering Standards and Procedures.** The following provisions of the Retail Manual on Metering Standards and Procedures are hereby amended to read as follows:

### 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 xxx xxx

As compiled, this Manual consolidates the pertinent metering procedures and standards applicable for *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 *Retail Customer meter installation* must comply with to be eligible for registration in accordance with *Retail Rules* Clause 4.3.2;
- b) xxx xxx xxx
- c) Describe the procedures that the *Central Registration Body, Retail Customers, and Suppliers* must follow when registering *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 *Retail Customer metering data* is collected in a timely and efficient manner;
- e) xxx xxx xxx
- f) xxx xxx xxx
- g) xxx xxx xxx

xxx xxx xxx

### 1.2 Scope of Application

This Manual covers the metering procedures and standards for *metering installations* of *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*.

xxx xxx xxx

### 1.3 Conventions and Definitions

xxx xxx xxx

#### 1.3.2 Definition of Terms

xxx xxx xxx

Grid Off-Take Metering Point. Metering point at a grid at which the settlement *quantity* of a *Retail Customer* connected to a distribution system will be determined.

xxx xxx xxx

### 1.4 Responsibilities

#### 1.4.1 Compliance and Implementation

xxx xxx xxx

- e) The *Enforcement and Compliance Officer* shall be responsible for the investigation of any infraction by *Retail Metering Services Provider* of a *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

xxx xxx xxx

### 2.1 Coverage

This section defines the *metering installation* standards that a *Retail Customer meter installation* must comply with to be eligible for registration in the *Wholesale Electricity Spot Market*.

xxx xxx xxx

### 2.3 General Compliance

This Manual supplements the minimum requirements in the *Philippine Distribution Code* and relevant *ERC* issuances for metering installations of *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.

## 2.4 Meters

### 2.4.1 Redundancy Requirement

The *Retail Metering Services Provider* shall provide for a back-up revenue *meter* upon the request of the *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 *Retail Customer*.

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## 3.3 Guidelines

xxx xxx xxx

### 3.3.1 Basis

The specific details of these guidelines are as prescribed in the *Philippine Distribution Code*.

### 3.3.2 Metering Installation

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 *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 *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 *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 *Retail Customer*.

xxx xxx xxx

#### 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*, *Retail Customers*, *Suppliers*, and *Retail Metering Services Providers* for the registration of *metering installations* of *Retail Customers* in the WESM.

xxx xxx xxx

#### 4.4 Registration Procedures

##### 4.4.1 Submission of Application Form and Pertinent Documents

If the *metering installation* of a *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 submit the following to the *Central Registration Body* using the Central Registration and Settlement System.

a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the *market information web site*

b) Single Line Diagram

Simplified Single Line Diagram of the *Distribution Utility's network* showing the connection of the *Retail Customer's metering point* to the default grid off-take metering point and other nearest grid *off-take metering points*.

If the *Retail Customer* is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the *Retail Customer's metering point* to the main grid substation.

c) Meter Testing

For *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

d) Documentation of other special features of the meter.

xxx xxx xxx

#### 4.4.3 Determination of Market Trading Node

Prior to registration, the *Retail Metering Services Provider* shall indicate the *grid off-take metering point* of the *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 *Retail Customer* or *Supplier*, as applicable, by following the *Market Trading Node* of the assigned *grid off-take metering point*

xxx xxx xxx

## 5 Metering Data Collection

### 5.1 Coverage

Pursuant to *Retail Rules* Clause 4.4.2.1, the *Retail Metering Services Provider*, on behalf of its associated *Supplier* or *Retail Customer*, shall retrieve the *metering data* from the *meter* and transmit the *metering data* to the *Central Registration Body*.

xxx xxx xxx

This section provides the procedures to be followed by the *Central Registration Body*, *Retail Customers*, *Suppliers*, and *Retail Metering Services Providers* in the collection and submission of *metering data* to the *Central Registration Body*.

xxx xxx xxx

### 5.2 Databases

#### 5.2.1 Metering Database

xxx xxx xxx

##### 5.2.1.3 Access

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 xxx xxx

e) Any *Retail Customer* with respect to the *metering data* in relation to the metering point registered to it,

- f) Any *Distribution Utility* with respect to *Retail Customers* whose facilities are located in its franchise area and for whom said *Distribution Utility* is not the *Retail Metering Services Provider*.

xxx xxx xxx

#### 5.2.1.4 Payment for Access to Metering Data

Except for costs incurred in the transmission and access of data to *the Central Registration Body, the Market Operator, Suppliers, Distribution Utilities and 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.

#### 5.2.2 Installation Database

In accordance with *Retail Rules* Clause 4.5.1.2, a *Retail Metering Services Provider* shall ensure that each affected *Supplier, Distribution Utility, and Retail Customer* as well as the *Central Registration Body* is given access to the information in its installation database at all reasonable times and:

### 5.3 Collection and Submission Procedure

#### 5.3.1 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 *Retail Customer meter*,
- b) xxx xxx xxx
- c) xxx xxx xxx

##### 5.3.2.1 Collection

At an interval basis, the meter at the metering point of a *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 *Retail Customers* registered under Chapter 2 of the *Retail Rules*.

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#### 5.3.3 Monthly Process

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 *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.

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## 5.4 Emergency Procedures

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### 5.4.2 Transfer to Emergency Back-up System

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:

- a) Inform the *Retail Metering Services Providers, Suppliers, and the Retail Customers* of the need to transfer operations from the Main Server to the Emergency Back-up Site;

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## 6 Data Validation, Estimation and Editing

### 6.1 Coverage

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 *Retail Customer* in accordance with *Retail Rules* Clause 3.3.3.2.

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### 6.3 Validation Procedures

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#### 6.3.3 Validation of Grid Off-Take Metering Points



If the aggregate *metered quantity* of all facilities of *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 *Retail Customers* have been connected to a different *grid off-take metering point*.

#### 6.3.4 Virtual Grid Off-take Metering Point

All *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 *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*.

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#### 6.4 Estimation Procedures

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##### 6.4.2 Monthly Process

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##### 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 *Retail Customer* shall be estimated using the *metering data* from its *grid off-take meter*. The *metering data* of the *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 *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.

xxx xxx xxx

#### 6.6 Determining the Metered Quantities of Contestable Customers

The *metered quantity* of each *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.

#### 6.7 Use of Meters

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 *Retail Customers* and their *Suppliers* in the *WESM*.

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## 7 Meter Trouble Report

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### 7.2 Initiation

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 *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*, *Retail Customer*, or *Supplier* of its decision within twenty-four (24) hours.

### 7.3 Issuance

The *Central Registration Body* shall issue a *Meter Trouble Report* to the concerned *Retail Metering Services Provider* and, for information, its associated *Retail Customer* or *Supplier* within twenty-four (24) hours after detection or request.

### 7.4 Resolution

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#### 7.4.2 Unresolved Meter Trouble Reports

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##### 7.4.2.2 Late Resolution

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###### 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 *Retail Customers* for use by the *Market Operator* in its final settlement of the *Supplier* or *Retail Customer*.

#### 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 *Retail Customers* for use by the *Market Operator* in its settlement revisions under Clause 3.14.9.2 of the *WESM Rules*.

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### 8 Performance Management

#### 8.1 Coverage

This section provides the *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*.

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#### 8.3 Overview

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 *Retail Customers*;

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#### 8.5 Monitoring Procedures

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##### 8.5.1 Monthly Performance Monitoring

After every billing period, the *Governance Arm* shall release to *concerned 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 *Retail Customer*, *Supplier*, or *Retail Metering Service Provider*. The results of the monthly performance monitoring shall be published in the market information website.

##### 8.5.2 Semi-Annual Customer Satisfaction Monitoring

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 *Retail Customers* and *Suppliers*. The *Governance Arm* shall require the direct *Retail Customers* and *Suppliers* to accomplish and submit the Customer Satisfaction Rating Sheets back to the Governance Arm.

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## Appendix B Metered Participant ID Guidelines

These guidelines shall be followed in the labeling and numbering of *metering installations of Retail Customers*.

1. The Metered Participant ID of *Retail Customers* shall be identified by four (4) alpha-numeric characters except for cases cited in items 5 and 6 of these guidelines.
2. The Metered Participant ID of *Retail Customers* whose full name corresponds to a three-letter abbreviation shall be that three-letter abbreviation appended by the zero (0) character.
3. The Metered Participant ID of *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.
4. The Metered Participant ID of *Retail Customers* whose name consists of four (4) letters or less shall be its name itself appended by the zero (0) character, if necessary.
5. The Metered Participant ID of *Retail Customers* that has numeric characters in its corporate name shall be the numeric characters and the abbreviation of the alphabetic characters.
6. The Metered Participant ID of *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.

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## Appendix D Metering Data Validation and Estimation Procedures

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### C. Suggested Monthly Estimation Procedures

1. xxx xxx xxx
2. xxx xxx xxx
3. If both the main and backup *meters* fail, the *metering data* on the *metering point* of the facility of the *Retail Customer* may be estimated using the *metering data* from its *grid off-take meter*. The *metering data* of the *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 *Retail Customer* main *metering data*. This method of estimation is not applicable for variable loads whose historical load profile is indeterminate.

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**Section 8. Amendments to the Retail Manual on Disclosure and Confidentiality of Contestable Customers Information.** The following provisions of the Retail Manual on Disclosure and Confidentiality of Contestable Customers Information are hereby amended to read as follows:

Title

Retail Manual

Disclosure and Confidentiality of Retail Customer Information

This Manual covers the types of Retail Customer information that may be subject to disclosure and available for dissemination and the procedures for requesting and the release of Retail Customer information.

Section 1 Purpose & Scope of Application

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 *Retail Customer* information and the corresponding service fees.

This Manual covers the types of *Retail Customer* information that may be subject to disclosure and available for dissemination and the procedures for requesting and the release of *Retail Customer* information.

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Section 3 General Guidelines

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 *Retail Customer* information.

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## Section 5 Retail Customer Information

- 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 *Retail Customer*. The information shall be provided in such form and upon payment of fees as the *Central Registration Body* deems appropriate.
- 5.2 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 *Retail Customer* information are available for dissemination –
- 5.2.1 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;
- 5.2.2 Supply details such as a) incumbent *Supplier*; b) past *Supplier/s*; c) duration of contract and names of counterparties;
- 5.2.3 Details contained in the *ERC's* Certificates of Contestability, as applicable;
- 5.2.4 *Retail Customer* load data such as a) metered quantities and b) load profile; and
- 5.2.5 *Retail Customer* metering and connection details.
- 5.3 In accordance with the *WESM Rules* and Information Disclosure and Confidentiality Manual, the following *Retail Customer* information are considered confidential –
- 5.3.1 Retail supply contract data;
- 5.3.2 *Retail Customer* load data; and
- 5.3.3 *Retail Customer* metering and connection details.
- 5.4 In accordance with the *WESM Rules* and Information Disclosure and Confidentiality Manual, the following *Retail Customer* information are considered public or non-confidential –
- 5.4.1 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;
- 5.4.2 Supply details such as a) incumbent *Supplier*; b) past *Supplier/s*; c) duration of supply contract and names of counterparties; and
- 5.4.3 Details contained in the *ERC's* Certificates of Contestability, as applicable.

5.5 *Retail Customer* information shall be made available by the *Central Registration Body* through any of the following means –

5.5.1 *Market information website* at [www.wesm.ph](http://www.wesm.ph) for public or non-confidential information; and

5.5.2 In printed or electronic copies for confidential information upon authorization by the *Retail Customer*.

## Section 6 Procedures for the Request and Release of Retail Customer Information

6.1 The *Central Registration Body* shall regularly update its Registry List of Contestable *Retail Customers* together with information that are considered public or non-confidential as set forth in this Manual and publish the same in the *market information website*.

6.2 For confidential *Retail Customer* information –

6.2.1 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 *Retail Customer* allowing the *Central Registration Body* to release the requested information.

6.2.2 Within two (2) *working days* from receipt of the request, the *Central Registration Body* shall seek confirmation from the authorized contact person of the *Retail Customer* through electronic mail.

6.2.3 Within ten (10) *working days* from receipt of the confirmation by the *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.

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## **Section 9. Retail Manual on Green Energy Option Program (GEOP) Procedures.** The following are the provisions of the Retail Manual on GEOP Procedures.

### Section 1 Introduction

#### 1.1 Purpose

1.1.1 This manual is promulgated to provide detailed procedures for the implementation of the *Green Energy Option Program* (GEOP) based on the issuances of the *Department of Energy (DOE)* and the *Energy Regulatory Commission (ERC)*.

1.1.2 This manual presents the procedures for the registration of *Renewable Energy Suppliers* and *GEOP End-Users* with the *Central Registration Body*, switching of *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*.

## 1.2 Scope of Application

This document shall apply to:

- a) *Renewable Energy Suppliers*;
- b) *GEOP End-Users*;
- c) *Network Service Providers*;
- d) *Retail Metering Services Providers*;
- e) *the Central Registration Body*;
- f) *the Market Operator*, and
- g) *Supplier of Last Resort*.

## 1.3 Definition of Terms

1.3.1 Unless otherwise defined or the context implies otherwise, the italicized terms used in this manual which are defined in the *Rules for the GEOP*, *WESM Rules* or *Retail Rules* will bear the same meaning as defined in the *Rules for the GEOP*, *WESM Rules* or *Retail Rules*.

1.3.2 The following words and phrases as used in this manual shall have the following meaning –

- a) *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*.
- b) *GEOP Registry* refers to the registry maintained by the *Central Registration Body* containing the registration records of all switches in electronic copies.

## 1.4 Reference and Interpretation

### 1.4.1 References

This manual should be read in association with the –

- a) Republic Act No. 9136
- b) Implementing Rules and Regulations of Republic Act No. 9136
- c) Republic Act No. 9513
- d) WESM Rules
- e) Retail Rules



- f) WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures
- g) WESM Manual on Billing and Settlement
- h) Retail Manual: Metering Standards and Procedures
- i) Department of Energy Circular No. DC2018-07-0019
- j) Department of Energy Circular No. DC2020-04-0009
- k) Energy Regulatory Commission Resolution No. 08 Series of 2021

#### 1.4.2 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.

#### 1.5 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.

#### 1.6 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*.

### Section 2 Registration

#### 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*.

#### 2.2 Overview

2.2.1 In order to supply to *GEOP End-Users*, entities that hold an operating permit from the *Department of Energy* to act as a *Renewable Energy Supplier* and a Retail Electricity Supplier license from the *Energy Regulatory Commission* shall register in the *WESM* before transacting with the *Central Registration Body*.

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.

## 2.3 GEOP Registry

2.3.1 The *Central Registration Body* shall maintain and update its registration records of all switches in electronic copies. Retention, storage, and destruction of all records shall be in accordance with prevailing company policies, relevant market manuals, or data privacy laws. The *Central Registration Body* shall be responsible for maintaining and ensuring completeness of registration records and inform the MSP of the updated list of switches.

2.3.2 The *Central Registration Body's* registration records and database shall include, but shall not be limited to the following:

- a) Switch Request Form and different agreements as enumerated under Section 3.3 of this manual, including any amendments or modifications thereto;
- b) Notices and other communications to and from the requesting parties, and other parties or agencies;
- c) Assessment forms and related internal communications; and
- d) 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 15<sup>th</sup> day of the month.

## 2.4 Renewable Energy Suppliers

2.4.1 *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*.

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*.

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*.

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*.

## 2.5 GEOP End-users

2.5.1 Every 15<sup>th</sup> 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*.

2.5.2 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*:

- a) End-user name,
- b) Billing and service addresses,
- c) End-user's account number,
- d) End-user contact information (telephone numbers and e-mail addresses)
- e) Meter number,
- f) Meter specifications (interval metering, channels), and
- g) Confirmation that the end-user has signified interest to participate under *GEOP*.

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 0.

### 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.

### 2.5.5 Cessation of Registration

- a) An incumbent *Renewable Energy Supplier* or *Supplier of Last Resort* shall initiate the cessation of registration of a *GEOP End-User* when it receives

notice from the relevant *Network Service Provider* that the *GEOP End-User* has met any of the following conditions:

- i. Disconnection from its network; or
  - ii. Reversion to being a *Captive End-User*.
- b) 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.
- c) If the reason for cessation of registration is the disconnection of the *GEOP End-User*, the notice to be submitted by the incumbent *Renewable Energy Supplier* or *Supplier of Last Resort* to the *Central Registration Body* shall be accompanied by the proof of disconnection of *GEOP End-User*, as well as a notice of cessation to the *Network Service Provider* and copy of its proof of receipt of the notice.
- 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.
- e) 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*.
- f) 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*.
- g) Notwithstanding cessation of registration, all outstanding obligations and liabilities to the *Central Registration Body* or to any other person, including

financial liabilities and obligations which arose under the *Retail Rules*, of the *GEOP End-User* shall remain valid and subsisting until fully settled.

- h) A *GEOP End-User* may be registered again with the *Central Registration Body* upon approval of switch request submitted by a new *Supplier*.

## 2.6 Metering

### 2.6.1 Registration with the Central Registration Body

- a) Before being able to provide metering services for *GEOP End-Users*, the *Metering Services Provider* of the *GEOP End-User* shall register in the WESM as a *Retail Metering Services Provider* in accordance with Chapter 2 of the WESM Rules and relevant market manuals.
- b) The *Central Registration Body* may require a *Retail Metering Services Provider* that is already registered and serving a *Contestable Customer* to submit additional registration requirements to provide services to a *GEOP End-User*.
- c) *Distribution Utilities* shall act as default *Retail Metering Services Provider* for *GEOP End-Users* with service addresses located within their franchise area shall register in the WESM in accordance with registration requirements.

### 2.6.2 Deregistration

- a) Deregistration of a *Retail Metering Services Provider* shall be in accordance with Chapter 2 of the WESM Rules and relevant market manuals.
- b) 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*.

## 2.7 *Supplier of Last Resort*

### 2.7.1 Registration with the Central Registration Body

- a) 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.

- b) 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.

## 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*.

## Section 3 Customer Transfer

### 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* is covered under the *Retail Manual on Market Transaction Procedures*.

### 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*.

### 3.3 Switching to a Renewable Energy Supplier

3.3.1 A *Renewable Energy Supplier* may submit a switch request to the *Central Registration Body* if all of the following conditions are met:

- a) the *end-user* has settled its financial obligations with its *Distribution Utility*, if the end-user is switching from a *Distribution Utility*, or its incumbent *Supplier*;
- b) the end-user has entered into a *GEOP Supply Contract* with a *Renewable Energy Supplier*;
- c) the end-user has entered into a valid Metering Services Agreement with a registered *Retail Metering Services Provider*; and
- d) if applicable, the *Renewable Energy Supplier* has entered into a valid Wheeling Services Agreement with the *Distribution Utility* or *Network Service Provider* covering the end-user, or in case the end-user enrolls in dual billing, the end-user has entered into a Wheeling Services Agreement with the *Distribution Utility*.

3.3.2 Once all the conditions set forth in Clause 0 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.

3.3.3 The switch request submitted under Section 0 shall be electronically filled out and shall include a confirmation by the authorized representatives of the following:

- a) the *end-user* has settled its financial obligations with the *Distribution Utility* or incumbent *Supplier*
- b) the *Renewable Energy Supplier* and the *end-user* on the existence of a *GEOP Supply Contract* between said parties, including the term and effectivity date of the *GEOP Supply Contract*;
- c) 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*;
- d) 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.

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*:

- a) Switch Request Form;
- b) Copy of Renewable Energy Supply Contract;
- c) Copy of valid Wheeling Service Agreement;
- d) Copy of valid Metering Services Agreement;
- e) Connection Agreement between a *GEOP End-User* and its Network Service Provider;
- f) Prudential Requirements; and
- g) A verification executed by the *Renewable Energy Supplier* stating that the above-enumerated documents are authentic, and the contents thereof are true and correct.

3.3.5 Upon receipt of a switch request, the *Central Registration Body* shall immediately evaluate the completeness of the requirements under Clause 0. 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.

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.

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*.

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.

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.

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:

- a) new Renewable Energy Supplier,
- b) the incumbent *Supplier or Distribution Utility*, as applicable;
- c) the *Retail Metering Services Provider*,
- d) the relevant *Distribution Utility or Network Service Provider*, and
- e) *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*.

### 3.4 Switching to a Supplier that is Not a Renewable Energy Supplier

3.4.1 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*.

### 3.5 Switching to a *Distribution Utility*

3.5.1 A *GEOP End-User* may revert to being a *Captive End-User*, subject to the following conditions or circumstances:

- a) It has fulfilled its contractual obligations to the *Renewable Energy Supplier*;
- b) 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)*;
- c) Its average monthly peak demand has decreased below 75% of demand threshold set by *ERC* for the immediately preceding six (6) consecutive months and the same is not attributable to seasonal demand as confirmed by *Central Registration Body* and the *Metering Service Provider*, rendering it ineligible to participate in the Green Energy Option Program; and

- d) 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 End-User* once every twelve (12) months.
- 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*.
- 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.
- 3.5.5 The *Central Registration Body* shall de-register the *GEOP End-User* at the effective date of reversion to the *Distribution Utility*.
- 3.6 Customer Relocation
- 3.6.1 A *GEOP End-User* who intends to transfer to a new service address within the *Distribution Utility's* franchise area and wishes to continue receiving service from its *Renewable Energy Supplier* shall send a prior Request for Relocation of Service to its *Renewable Energy Supplier* and the relevant *Network Service Providers*.
- 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.

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.

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.

### 3.7 Prohibited *GEOP End-user* Transfer

A *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.

### 3.8 Termination of Supply

3.8.1 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.

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.

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*.

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.

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.

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*; or
- b) Revert to being a *Captive End-User* in accordance with the requirements and procedures set in Section 3.5 of this *Market Manual*; or
- c) Transfer to a *Supplier of Last Resort* in accordance with requirements and procedures set in Clause 3.9 of this *Market Manual*.

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*; or
- h) 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.
- 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.
- 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.

### 3.11 Reporting

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; and
- f) *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.

### 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.

## 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*.

## Section 5 Settlement

### 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.

### 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.

### 5.3 Use of Settlement Quantities

5.3.1 The *Market Operator* shall use the *gross energy settlement quantities of Renewable Energy Suppliers* determined under Section 0 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*.

#### 5.4 Settlement of GEOP End-users with their Renewable Energy Suppliers

Billing 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.

#### 5.5 Prudential Requirements

5.5.1 *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*.

#### 5.6 Settlement Information

5.6.1 Settlement information identifiable to *Renewable Energy Suppliers* shall be treated as confidential information by the *Market Operator* and the *Central Registration Body* and shall be subject to the provisions of Chapter 5 of the *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*.

**Section 10. Separability Clause.** If for any reason, any section or provision of this Circular is declared unconstitutional or invalid, such parts not affected shall remain valid and subsisting.

**Section 11. Repealing Clause.** Except insofar as may be manifestly inconsistent herewith, nothing in this Circular shall be construed as to repeal any mechanisms already existing or responsibilities already provided for under existing rules.

**Section 12. Effectivity.** This Circular shall take effect after fifteen (15) days following its complete publication in at least two (2) newspapers of general circulation and shall remain in effect until otherwise revoked.



Copies hereof shall be filed with the University of the Philippines Law Center – Office of the National Administrative Register (UPLC-ONAR)

Issued this \_\_\_\_ 2022 at the DOE, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila.

**ALFONSO G. CUSI**  
Secretary