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Date Received by Secretariat: DD-Mmm-YYYY

REQUEST FOR MARKET RULES AND MANUALS AMENDMENTS

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

This request for amendments should be submitted to:

Rules Change Committee

Attention: WESM Governance Committee Secretariat

Philippine Electricity Market Corporation

18/F Robinsons Equitable Tower

ADB Avenue, Ortigas Center

Pasig City, 1605 Philippines

Email address: mag_rrd@wesm.ph

[In accomplishing and submitting this form, you give your consent for PEMC to collect, record, organize, and update your personal data as herein provided as part of your information for purposes of rules change process.]

I. Proponent's Information

Name	[REDACTED]
Designation	[REDACTED]
Company	Independent Electricity Market Operator of the Philippines Inc.
Company Address	[REDACTED]
Telephone No.	[REDACTED]
Email Address	[REDACTED]

III. SUMMARY OF THE PROPOSED RULES CHANGE

The proposed rules change intends (a) to reflect and harmonize the WESM and Retail Rules and Market Manuals with ERC Resolution No. 13, S. of 2024, entitled “A Resolution Adopting the Omnibus Rules for Customer Choice Programs” (the “Omnibus Rules”) and (b) institutionalize the procedures adopted by the Central Registration Body for the Customer Choice Programs.

IV. BACKGROUND

On 6 September 2024, the ERC published the Omnibus which took effect on the same date. Module A.2.1 of the Omnibus Rules defines the following objectives:

- a. Consolidate the rules that govern the implementation of all the Customer Choice Programs and all participants in the Retail Market;
- b. Amend, modify, repeal and/or supersede various ERC issuances related to the Retail Competition and Open Access (RCOA), Green Energy Option Program (GEOP) and Retail Aggregation Program (RAP);
- c. Provide a set of rules that are responsive to current market and technological developments, and anticipate evolution of markets;
- d. Streamline application process for license applications and renewals for Retail Suppliers; and
- e. Ensure and strengthen consumer protection, particularly against abuse of market power, and other discriminatory and anti-competitive behaviors.

Pursuant to Module Q1.1(a) of the Omnibus Rules, all NSPs, RMSPs, Retail Customers and Retail Suppliers was mandated to immediately comply with the following Modules upon its effectivity:

- i Module D: Participation of Eligible End-users under the Customer Choice Programs;
- ii Module K: Reversion of a Retail Customer to the Captive Market;
- iii Module L: Code of Conduct for Retail Market Participants; and
- iv Module M: Magna Carta for Retail Customers.

While the Central Registration Body/Market Operator is mandated under Module Q.1.1(j) to adapt and implement the necessary processes to operationalize Retail Aggregation within sixty (60) calendar days from the effectivity of the Omnibus Rules.

Thus, on 28 November 2024, the IEMOP issued the following bulletins which advises the Retail Market Participants on the procedures adopted for the implementation of the Omnibus Rules:

- a. Bulletin No. 2024-01 on the Retail Market: Registration of Retail Suppliers and Service Providers
- b. Bulletin No. 2024-02 on the Retail market: Switching Timeline and Procedures

Prior to the implementation of the Omnibus Rules, the following were the bases for the implementation of the RCOA and GEOP:

- a. existing Market Rules and Manuals
- b. ERC Resolution No. 1, Series of 2023, entitled “Amendment to the ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers
- c. ERC Resolution No. 8, Series of 2021, entitled “A Resolution Adopting the Rules for the Green Energy Option Program”
- d. DOE Department Circular No. DC2021-06-0012, entitled “Adopting Further Amendments to the Wholesale Electricity Spot Market (WESM) Rules, Retail Rules and Various Market Manuals for the Implementation of Enhancements to WESM Design and Operations (Provisions to Promote Participation in the Retail Competition)”
- e. DOE Department Circular No. DC2020-04-0009, entitled “Guidelines Governing the Issuance of Operating Permits to Renewable Energy Suppliers Under the Green Energy Option Program”

V. THE PROPOSED RULES CHANGE

The proposed amendments intend to harmonize the WESM and Retail Rules and Market Manuals with the Omnibus Rules and to institutionalize the procedures adopted by the Central Registration Body for the implementation of customer choice programs. Following is the summary of our proposed amendments to the WESM Rules, Retail Rules and relevant Market Manuals:

1. Amendment of the term “Retail Customer” to include Retail Aggregated Groups;
2. Adopts specific authorization requirement for WESM Registration of each type of Retail Suppliers;
3. Adopts the switching requirement, timeline and procedures for RCOA, GEOP and Retail Aggregated Program under the Omnibus Rules;
4. Dispenses with the requirement for no outstanding balance for regular switches in the RCOA and GEOP;
5. Adopts the procedures for customer relocation under the Omnibus Rules;
6. Adopts the requirements for reversion to the captive market applicable to Retail market under the Omnibus Rules;
7. Institutionalizes the procedure for the determination of prudential requirement for Retail Suppliers;

8. Harmonizes the timeline for reportorial requirements of Distribution Utilities to the CRB and ERC; and
9. Removes the GEOP Manual and integrates specific provisions for GEOP to the Retail Rules and relevant Retail Manuals.

VI. BACKGROUND AND DESCRIPTION OF THE PROPONENT

The proponent is the Independent Electricity Market Operator of the Philippines, Inc. (IEMOP), the Central Registration Body for the Retail Market and the Market Operator of the WESM.

Executive Committee

Richard J. Nethercott – President and CEO

Robinson P. Descanzo – Chief Operating Officer

Isidro E. Cacho, Jr. – Vice President for Trading and Operations

Salvador D. Subaran – Vice President for Information Systems and Technology

Arthur P. Pintado – Vice President for Internal Audit

Sheryll M. Dy – Vice President for Legal

Mary Anne T. Santiago – Vice President for Finance

Sherwin T. Casidsid – Vice President for Administration

VII. CONCLUSIONS AND RECOMMENDATIONS

The amendments to the WESM Rules and various Market Manuals are proposed to align procedures with the implementation of the Omnibus Rules and institutionalize the procedures adopted by the Central Registration Body. It is recommended that the proposed amendments be adopted.

VIII. REFERENCES

1. Retail Rules
2. Retail Manual: Registration Criteria and Procedures Issue 4.0
3. Retail Manual: Market Transactions Procedures Issue 4.0
4. Retail Manual Metering Standards and Procedures Issue 7.0
5. Retail Manual: Green Energy Option Program Procedures 1.0
6. WESM Rules
7. WESM Manual: Registration, Suspension and De-Registration Criteria and Procedures Manual Issue 18
8. WESM Manual: Billing and Settlement Manual Issue 16
9. ERC Resolution No. 13, S. 2024
10. DOE Department Circular No. DC2021-06-0012
11. DOE Department Circular No. DC2020-04-0009

[Proposed Amendment for the Harmonization of WESM and Retail Rules and Manuals with ERC Resolution No. 13, Series of 2024 (The Omnibus Rules for Customer Choice Programs)]

RETAIL RULES				
Title	Clause	Provision	Proposed Amendment	Rationale
Scope of Chapter 1	1.1.4	1.1.4 Governance of the transactions of Suppliers and Retail Customers with the Central Registration Body.	1.1.4. Governance of the transactions of <u>Retail</u> Suppliers and Retail Customers with the Central Registration Body.	To harmonize the term across all documents.
Purpose of the Rules	1.2.2.2	Provide rules for the management of the transactions of <i>Suppliers</i> and <i>Retail Customers</i> and the operations of the <i>Central Registration Body</i> .	Provide rules for the management of the transactions of <u>Retail</u> <i>Suppliers</i> and <i>Retail Customers</i> and the operations of the <i>Central Registration Body</i> .	To harmonize the term across all documents.
FRAMEWORK AND OBJECTIVES OF RETAIL COMPETITION AND THE RETAIL RULES	1.3.3	Upon commencement of retail competition, Contestable Customers shall transact with the Central Registration Body in accordance with Chapter 3 of these Rules, or, on voluntary basis, shall be permitted to transact in the WESM as a Direct WESM Member. Provided that Contestable Customers who are directly connected to the transmission system shall transact with their Suppliers using the procedures under the WESM Rules as an Indirect or Direct WESM Member.	1.3.3. Upon commencement of retail competition, Contestable Customers shall transact with the Central Registration Body in accordance with Chapter 3 of these Rules, or, on voluntary basis, shall be permitted to transact in the WESM as a Direct WESM Member. Provided that Contestable Customers who are directly connected to the transmission system shall transact with their Suppliers using the procedures under the WESM Rules as an Indirect or Direct WESM Member.	We do not suggest applying this provision to all Retail Customers because direct membership is not an option for GEOP End-users and Retail Aggregators. The suggestion is to delete the stricken phrase to keep the provision relevant.
Responsibilities of the <i>Central Registration Body</i>	1.4.1.1	The <i>Central Registration Body</i> shall, generally and non-restrictively, have the following functions and responsibilities:	The <i>Central Registration Body</i> shall, generally and non-restrictively, have the following functions and responsibilities:	To harmonize the term across all documents.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>a) Maintain a registry of all <i>Retail Customers</i>, which include <i>Contestable Customers</i> and <i>GEOP End-Users</i>. For each <i>Retail Customer</i>, the <i>Central Registration Body</i> shall indicate whether the <i>Retail Customer</i> is already registered with the <i>Central Registration Body</i> or if not, whether the <i>Retail Customer</i> has signified interest, through its <i>Network Service Provider</i>, to participate under retail competition or the <i>Green Energy Option Program</i>;</p> <p>b) Carry out customer switching between a <i>Distribution Utility</i> and a <i>Supplier</i>, and between <i>Suppliers</i>;</p> <p>c) Determine <i>gross energy settlement quantities</i> of <i>Retail Customers</i> and <i>Suppliers</i>;</p> <p>d) Collect and manage metering data of <i>Retail Customers</i> from <i>Retail Metering Services Providers</i>;</p> <p>e) Allocate resources to enable it to perform its functions;</p> <p>f) Provide an information exchange amongst <i>Retail Competition Participants</i>; and</p> <p>g) Comply with rules and regulations as may be provided by ERC.</p>	<p>a) Maintain a registry of all <i>Retail Customers</i>, which include <i>Contestable</i> <i>Retail</i> <i>Customers</i> and <i>GEOP End-Users</i>. For each <i>Retail Customer</i>, the <i>Central Registration Body</i> shall indicate whether the <i>Retail Customer</i> is already registered with the <i>Central Registration Body</i> or if not, whether the <i>Retail Customer</i> has signified interest, through its <i>Network Service Provider</i>, to participate under retail competition or the <i>Green Energy Option Program</i>;</p> <p>b) Carry out customer switching between a <i>Distribution Utility</i> and a <i>Retail</i> <i>Supplier</i>, and between <i>Retail</i> <i>Suppliers</i>;</p> <p>c) Determine <i>gross energy settlement quantities</i> of <i>Retail Customers</i> and <i>Retail</i> <i>Suppliers</i>;</p> <p>d) Collect and manage metering data of <i>Retail Customers</i> from <i>Retail Metering Services Providers</i>;</p> <p>e) Allocate resources to enable it to perform its functions;</p> <p>f) Provide an information exchange amongst <i>Retail Competition Participants</i>; and</p> <p>g) Comply with rules and regulations as may be provided by ERC.</p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
GOVERNANCE OF THE MARKET	1.5.1 and 1.5.2.	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	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 <u>Retail</u> 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 <u>Retail</u> Suppliers and Retail Customers	To harmonize the term across all documents.
Scope of Chapter 2	2.1	This Chapter 2 sets out the rules for registration of <i>Suppliers, Retail Customers</i> and <i>Retail Metering Services Providers</i> .	This Chapter 2 sets out the rules for registration of <u>Retail</u> <i>Suppliers, Retail Customers</i> and <i>Retail Metering Services Providers</i> .	To harmonize the term across all documents.
Eligibility of Retail Customers	2.2.1 and 2.2.1.2	2.2.1 Eligibility of Retail Customers 2.2.1.1 <i>Contestable Customers</i> - Contestability of electricity end users shall be certified by the <i>ERC</i> 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 <i>Central Registration Body</i> , or, as a voluntary <i>Participant</i> in the WESM.	2.2.1 Eligibility of Retail Customers = <u>Eligibility of Retail Customers shall be determined in accordance with the prevailing eligibility requirements of the ERC.</u> 2.2.1.1 <i>Contestable Customers</i> - Contestability of electricity end users shall be certified by the <i>ERC</i> 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 ERC sets the rules in determining the requirements to qualify as contestable customer or GEOP end-user.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>2.2.1.2 GEOP End-Users – Electricity end-users that have been identified by their respective <i>Distribution Utilities</i> to have met the criteria to participate in the <i>Green Energy Option Program</i> pursuant to guidelines set by the <i>ERC</i> may be registered and permitted to transact with the <i>Central Registration Body</i>.</p>	<p>the <i>Central Registration Body</i>, or, as a voluntary <i>Participant</i> in the WESM.</p> <p>2.2.1.2 GEOP End-Users – Electricity end-users that have been identified by their respective <i>Distribution Utilities</i> to have met the criteria to participate in the <i>Green Energy Option Program</i> pursuant to guidelines set by the <i>ERC</i> may be registered and permitted to transact with the <i>Central Registration Body</i>.</p>	
RETAIL CUSTOMERS	2.2.3	<p>2.2.3. A Contestable Customer duly certified and recorded by the Central Registration Body may voluntarily:</p> <p>a) Elect to source its supply from a Supplier and the WESM, and register as a Direct WESM Member, in accordance with the procedures under Chapter 3 of these Retail Rules;</p> <p>b) Elect to source its supply from a Supplier and register with the Central Registration Body; or</p> <p>c) Continue to be served by the Distribution Utility until it elects to purchase electricity from a Supplier or the WESM.</p>	<p>2.2.3. A Contestable Customer duly certified and recorded by the Central Registration Body may voluntarily:</p> <p>a) Elect to source its supply from a <u>Retail Electricity</u> Supplier and the WESM, and register as a Direct WESM Member, in accordance with the procedures under Chapter 3 of these Retail Rules;</p> <p>b) Elect to source its supply from a <u>Retail Electricity</u> Supplier and register with the Central Registration Body; or</p> <p>c) Continue to be served by the Distribution Utility until it elects to purchase electricity from a <u>Retail Electricity</u> Supplier or the WESM.</p>	To harmonize with the terms used across the documents.

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Title	Clause	Provision	Proposed Amendment	Rationale
	2.2.5	<p>2.2.5 The registration of <i>Contestable Customers</i> shall be in respect to their facilities that have been issued certifications of contestability by the <i>ERC</i> or determined as eligible by the <i>Distribution Utility</i>, as provided in the monthly billing statement, pursuant to relevant ERC Rules and Regulations, provided, that –</p> <p>2.2.5.1 <i>Contestable Customers</i> that have more than one <i>registered facility</i> shall have multiple registrations; and</p> <p>2.2.5.2 Registration shall be in accordance with the certification of contestability issued by the <i>ERC</i> and each <i>registered facility</i> covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.</p>	<p>2.2.5 The registration of <i>Contestable Customers</i> shall be in respect to their facilities that have been <u>determined to be eligible to participate in the Retail Market</u> issued certifications of contestability by the <i>ERC</i> or determined as eligible by the <i>Distribution Utility</i>, as provided in the monthly billing statement, pursuant to relevant ERC Rules and Regulations, provided, that –</p> <p>2.2.5.1 <u>Retail Customers</u> <i>Contestable Customers</i> that have more than one <i>registered facility</i> shall have multiple registrations; and</p> <p>2.2.5.2 Registration shall be in accordance with the certification of contestability issued by the <i>ERC</i> and each <i>registered facility</i> covered by one certification of contestability shall have a single and separate registration, regardless that the same is served by more than one metering installation.</p>	To harmonize the term across all documents and consider proposed revision under Clause 2.2.1.

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Title	Clause	Provision	Proposed Amendment	Rationale
Customer Information Requirements of the Central Registration Body	2.3.1.3	<i>The Central Registration Body shall provide a monthly report to each Distribution Utility on their respective compliance with Clauses 2.3.1.1 and 2.3.1.2.</i>	<i>The Central Registration Body shall provide a monthly report to each Distribution Utility on their respective compliance with Clauses 2.3.1.1 and 2.3.1.2.</i>	This requirement is no longer provided under the Omnibus Rules.
Customer Information Requirements of the Central Registration Body	2.3.1.4	<i>The Central Registration Body shall submit a quarterly report to the ERC and the DOE on the compliance of the Distribution Utilities to Clauses 2.3.1.1 and 2.3.1.2.</i>	<u>Every 20th of the month, the Central Registration Body shall submit a quarterly report to the ERC and the DOE on the compliance of the Distribution Utilities to Clauses 2.3.1.1 and 2.3.1.2. following information:</u> <u>i. For CREM and GEOP:</u> a. <u>List of Retail Customer’s name;</u> b. <u>Retail Market Category (i.e., CREM, GEOP);</u> c. <u>Name of Supplier;</u> d. <u>Meter number;</u> e. <u>Monthly registered demand (in kW);</u> f. <u>Monthly metered quantity (in kWh);</u> g. <u>Number of GEOP End-users that switched, sorted by the DU Franchise Area;</u> h. <u>Percent (%) increase in Switching per DU Franchise Area;</u> i. <u>Number of Eligible End-users that switched, sorted by the DU Franchise Area; and</u>	To harmonize with the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p>j. <u>Switch Information for each Retail Customer (i.e., Type of Switch – Initial/Regular, Date of Switch, and other relevant information);</u></p> <p>ii. <u>For RAP:</u></p> <p>a. <u>List of Aggregated Group;</u> b. <u>Name of Supplier;</u> c. <u>Meter number;</u> d. <u>Monthly registered demand (in kW);</u> e. <u>Monthly metered quantity (in kWh);</u> f. <u>Number of End-users that switched, sorted by the DU Franchise Area; and</u> g. <u>Percent (%) increase in Switching per DU Franchise Area.</u></p>	
Suppliers and Retail Metering Services Providers	2.4.1; 2.4.1.1; and 2.4.1.2	<p>2.4 SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS</p> <p>2.4.1 Before being able to transact for the supply of electricity to <i>Contestable Customers</i>, <i>Suppliers</i> shall:</p> <p>2.4.1.1 Hold a licence or authorization from the <i>ERC</i> to act as a retail electricity <i>Supplier</i>, and</p> <p>2.4.1.2 Register in the <i>WESM</i> as a <i>Direct WESM Member</i> under the <i>Customer Trading Participant</i> category and shall fulfil all such registration requirements as set out in the <i>WESM Rules Chapter 2</i>.</p>	<p>2.4 <u>RETAIL ELECTRICITY</u> SUPPLIERS AND RETAIL METERING SERVICES PROVIDERS</p> <p>2.4.1 Before being able to transact for the supply of electricity to <i>Contestable Customers</i>, <u>Retail Electricity Suppliers</u> shall:</p> <p>2.4.1.1 Hold a licensee <u>license</u> or authorization from the <i>ERC</i> to act as a retail electricity <i>Supplier</i> <u>supplier</u>, and</p> <p>2.4.1.2 Register in the <i>WESM</i> as a <i>Direct WESM Member</i> under the <i>Customer</i></p>	To harmonize the term across all documents.

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><i>Trading Participant</i> category and shall fulfill all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2.</p>	
Suppliers and Retail Metering Services Providers	2.4.2; 2.4.2.1; 2.4.2.2; and 2.4.2.3	<p>2.4.2 Before being able to transact for the supply of electricity to <i>Retail Customers</i> under the <i>Green Energy Option Program</i>, Suppliers intending to transact as a <i>Renewable Energy Supplier</i> shall: 2.4.2.1 Secure a Retail Electricity Supplier license from the <i>ERC</i> pursuant <i>ERC</i> Resolution No. 01, Series of 2011, and amendments thereto.</p> <p>2.4.2.2 Hold a <i>Green Energy Option Program</i> operating permit from the <i>DOE</i> pursuant to <i>DOE</i> Department Circular No. DC 2020-04-0009 and any amendments thereto, and</p> <p>2.4.2.3 Register in the <i>WESM</i> as a <i>Direct WESM Member</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2.</p>	<p>2.4.2 Before being able to transact for the supply of electricity to <u>GEOP End-users</u> <i>Retail Customers</i> under the <i>Green Energy Option Program</i>, Suppliers intending to transact as a <i>Renewable Energy Supplier</i> shall:</p> <p>2.4.2.1 Secure a Retail Electricity Supplier license from the <i>ERC</i> pursuant <i>ERC</i> Resolution No. 01, Series of 2011, and amendments thereto.</p> <p>2.4.2.2 Hold a <i>Green Energy Option Program</i> operating permit from the <i>DOE</i> pursuant to <i>DOE</i> Department Circular No. DC 2020-04-0009 and any amendments thereto, and</p> <p>2.4.2.3 Register in the <i>WESM</i> as a <i>Direct WESM Member</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as set out in the <i>WESM Rules</i> Chapter 2.</p>	To harmonize the term across all documents.

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Title	Clause	Provision	Proposed Amendment	Rationale
Suppliers and Retail Metering Services Providers		New	<p><u>2.4.3 All persons or entities with an existing and valid RES License shall be allowed to operate as a Retail Aggregator of Retail Aggregated Groups under the RCOA.</u></p> <p><u>In the case of a Local RES with a valid Letter-Authority from the ERC, it may be allowed to operate as a Retail Aggregator, provided it has obtained prior approval from the ERC.</u></p>	To harmonize with the requirements under the Omnibus Rules.
Suppliers and Retail Metering Services Providers	2.4.3	<i>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.</i>	2.4.3. <u>2.4.4.</u> <i>Distribution Utilities before being able to transact for the supply of electricity to Retail Customers, as Supplier and/or Supplier of Last Resort within its franchise area, shall hold a Letter-Designation from the ERC and register as a Direct WESM Member and comply 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.</i>	To harmonize with the requirements under the Omnibus Rules.
	2.4.4 and 2.4.5	2.4.4 xxx 2.4.4.1 xxx 2.4.4.2 xxx 2.4.5 xxx	2.4.4 <u>2.4.5.</u> xxx 2.4.4.1 <u>2.4.5.1</u> xxx 2.4.4.2 <u>2.4.5.2</u> xxx 2.4.5 <u>2.4.6.</u> xxx	To reflect the proposed new numbering. We reiterate our request to the PAC Secretariat to review the proposed changes to the

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Title	Clause	Provision	Proposed Amendment	Rationale
				references and numbering of each provision.
Registration Process	2.5.1 to 2.5.3	<p>The Central Registration Body shall prepare and publish a Market Manual in accordance with Chapter 8 of the WESM Rules which sets out:</p> <p>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;</p> <p>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</p> <p>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.</p>	<p>The Central Registration Body shall prepare and publish a Market Manual in accordance with Chapter 8 of the WESM Rules which sets out:</p> <p>2.5.1 The requirements and procedures which Retail Electricity Suppliers, Contestable Customers, <u>Retail Aggregated Groups</u>, 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;</p> <p>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</p> <p>2.5.3 The data required to be provided to the Central Registration Body for registration as a <u>Retail</u> Supplier, Retail</p>	To include Retail Aggregated Groups in the coverage of the provision.

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Title	Clause	Provision	Proposed Amendment	Rationale
Suspension, De-Registration and Cessation of Membership	2.6.1	2.6.1 The suspension, de-registration and cessation of the membership of <i>Suppliers, Retail Metering Services Providers and Retail Customers</i> that are registered in the <i>WESM Rules</i> and relevant <i>Market Manuals</i> .	Customer, or Retail Metering Services Provider. 2.6.1 The suspension, de-registration and cessation of the membership of <u>Retail</u> <i>Suppliers, Retail Metering Services Providers and Retail Customers</i> that are registered in the <i>WESM Rules</i> and relevant <i>Market Manuals</i> .	To harmonize with the terms used across the documents.
Scope of Chapter 3	3.1	3.1 This chapter sets out the rules which govern operation of the market pertaining to the following and related matters: 3.1.1 Switching of <i>Suppliers</i> by <i>Retail Customers</i> 3.1.2 Settlement of the transactions of <i>Suppliers</i> and <i>Retail Customers</i> in the <i>WESM</i> ; and	3.1. This chapter sets out the rules which govern operation of the market pertaining to the following and related matters: 3.1.1 Switching of <u>Retail</u> <i>Suppliers</i> by <i>Retail Customers</i> 3.1.2 Settlement of the transactions of <u>Retail</u> <i>Suppliers</i> and <i>Retail Customers</i> in the <i>WESM</i> ; and 3.1.3 Failure of <u>Retail</u> <i>Suppliers</i> .	To harmonize with the requirements under the Omnibus Rules.
Conditions for Customer Switching		3.2.1.3 A <i>Supplier</i> may submit a <i>switch request</i> to the <i>Central Registration Body</i> provided the following conditions are met:	3.2.1.3. A <u>Retail</u> <i>Supplier</i> may submit a <i>switch request</i> to the <i>Central Registration Body</i> provided the following conditions are met:	To harmonize with the provisions of the Omnibus Rules. We request the RCC Secretariat to provide

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>a. A supply contract has been entered into between the <i>Supplier</i> and the <i>Retail Customer</i> for which the <i>Switch request</i> is made;</p> <p>b. There is an existing and valid wheeling service agreement with the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> and a metering services agreement with a registered Metering Services Provider, covering the <i>Retail Customer</i>;</p> <p>c. The <i>Retail Customer</i> has no financial obligations with its <i>Network Service Provider</i>, in case of initial switch, or its incumbent <i>Supplier</i>; and</p> <p>d. Any other conditions as may be specified in issuances by the <i>DOE</i> and the <i>ERC</i>.</p>	<p>a. A retail supply contract (RSC) has been entered into between the Retail Supplier and the <i>Retail Customer</i> for which the <i>Switch request</i> is made;</p> <p>b. There is an existing and valid wheeling service agreement with the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> for a <u>single billing arrangement</u> and a metering services agreement with a registered Metering Services Provider, covering the <i>Retail Customer</i>;</p> <p>c. <u>A connection agreement with an NSP and an MSA with an RMSP has been executed covering the Retail Customer;</u></p> <p>d. <u>The applicable cooling-off period has expired</u></p> <p>e. <u>In case of initial switch:</u></p> <p>i. the <i>Retail Customer</i> has no <u>outstanding balance</u> financial obligations with its <i>Network Service Provider</i>, in case of initial switch, or its incumbent <i>Supplier</i>;</p> <p>ii. <u>The Retail Customer has notified the NSP in writing of its intention to switch and such notification is</u></p>	<p>appropriate reference and numbering across the provisions.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>received by the NSP, at least ninety (90) calendar days prior to its intended switch date, provided, however, that concerned NSP may waive such notification requirement and issue switching documents to the Retail Customer;</u></p> <p>iii. <u>In case of an aggregated group, the Retail Supplier has notified the concerned DU in writing that an aggregated group has been formed, at least ninety (90) calendar days prior to the intended switch date, provided, however, that concerned NSP may waive such notification requirement and issue switching documents to the Retail Customer.</u></p> <p>f. <u>In case of switch to the Retail Competition and Open Access under the Retail Aggregation Program, the specific conditions therefor</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p align="center"><u>under Clause 3.2.3 have been complied with;</u></p> <p>g. Any other conditions as may be specified in issuances by the <i>DOE</i> and the <i>ERC</i>.</p> <p><u>Once all the conditions set forth in Clause 3.2.1.3 are met, the prospective Retail Supplier may submit a switch request to the CRB, furnishing a copy thereof to its NSP, at least thirty (30) calendar days before the intended switch date. The submission of switch request to the CRB later than the said period shall not be a ground for the denial of such request, provided that the Retail Supplier may still comply with the timeline provided under Clause 3.2.2 of the Retail Rules.</u></p>	
		<p>3.2.1.5 The prospective <i>Renewable Energy Supplier</i> for <i>GEOP End-User</i> or the <i>Supplier for Contestable Customer</i> may submit a switch request to the <i>Central Registration Body</i> that wishes to participate in the <i>Green Energy Option Program</i>.</p>	<p>3.2.1.5 The prospective Retail Supplier <i>Renewable Energy Supplier</i> for <i>GEOP End-User</i> or the <i>Supplier for Contestable Customer</i> may submit a switch request to the <i>Central Registration Body</i> that wishes to participate in the customer choice program <i>Green Energy Option Program</i>.</p>	<p>To harmonize with the terms used across the documents.</p>

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
<p>Procedures for Switching</p>	<p>3.2.2</p>	<p>Once all the conditions set forth in Clause 3.2.1.3 are met, the new <i>Supplier</i> shall submit the <i>switch request</i> to the <i>Central Registration Body</i> not later than seven (7) working days prior to the proposed effective date.</p> <p>The <i>switch request</i> shall be electronically filled out and shall include a confirmation from authorized representatives of the following:</p> <ul style="list-style-type: none"> a. the <i>Supplier</i> and the <i>Retail Customer</i> of the existence of a retail/<i>GEOP</i> supply contract or any equivalent thereof between the two parties, and the term of the retail supply contract including the effectivity dates; b. the <i>Supplier or the Retail Customer, as applicable</i>, and the relevant <i>Distribution Utility or Network Service Provider</i> of the existence of a valid wheeling service agreement covering the <i>Retail Customer</i>; c. the <i>Supplier or the Retail Customer, as applicable</i>, and the registered <i>Retail Metering Services Provider</i> of the existence of a valid metering 	<p>3.2.2 Once all the conditions set forth in Clause 3.2.1.3 are met, the new <i>Supplier</i> shall submit the <i>switch request</i> to the <i>Central Registration Body</i> not later than seven (7) working days prior to the proposed effective date.</p> <p>The <i>switch request</i> shall be electronically filled out and shall include a confirmation from authorized representatives of the following: <u>that the applicable conditions set forth in Clause 3.2.1.3 are met.</u></p> <ul style="list-style-type: none"> a. the <i>Supplier</i> and the <i>Retail Customer</i> of the existence of a retail/<i>GEOP</i> supply contract or any equivalent thereof between the two parties, and the term of the retail supply contract including the effectivity dates; b. the <i>Supplier or the Retail Customer, as applicable</i>, and the relevant <i>Distribution Utility or Network Service Provider</i> of the existence of a valid wheeling service agreement covering the <i>Retail Customer</i>; c. the <i>Supplier or the Retail Customer, as applicable</i>, and the registered <i>Retail Metering Services Provider</i> of 	<p>To harmonize with the requirements under the Omnibus Rules.</p>

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>services agreement covering the <i>Retail Customer</i>; and</p> <p>d. the incumbent <i>Supplier</i> or, if not served by a <i>Supplier</i>, the relevant <i>Distribution Utility</i> that the <i>Retail Customer</i> has no outstanding balance.</p> <p>The <i>Central Registration Body</i> may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</p> <p>The <i>Supplier</i> or the <i>Retail Customer</i> registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the <i>WESM</i> by the <i>Retail Customer</i>, as applicable.</p> <p>The <i>Central Registration Body</i> shall immediately evaluate the completeness of the abovementioned requirements and verify the authenticity of the <i>Retail Customer</i> information as submitted by the <i>Distribution Utilities</i> under Clause 2.3.1.1. Two (2) working days from the submission of switch request and requirements, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> and the <i>Retail Customer</i>, as applicable, on the completeness and necessary further requirements, if any, such as prudential requirement. All shortcomings by the <i>Supplier</i> and</p>	<p>the existence of a valid metering services agreement covering the <i>Retail Customer</i>; and</p> <p>d. the incumbent <i>Supplier</i> or, if not served by a <i>Supplier</i>, the relevant <i>Distribution Utility</i> that the <i>Retail Customer</i> has no outstanding balance.</p> <p>The <i>Central Registration Body</i> may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</p> <p>The <i>Supplier</i> or the <i>Retail Customer</i> registering as a <i>Direct WESM Member</i> shall also submit the projected metering quantities and the percentage that will be purchased from the <i>WESM</i> by the <i>Retail Customer</i>, as applicable.</p> <p>The <i>Central Registration Body</i> shall immediately evaluate the completeness of the abovementioned requirements and verify the authenticity of the <i>Retail Customer</i> information as submitted by the <i>Distribution Utilities</i> under Clause 2.3.1.1. <u>The CRB shall, for a period not exceeding three (3) working days check</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>the <i>Retail Customer</i> shall be rectified within two (2) working days from the receipt of the <i>Central Registration Body's</i> notice. The <i>Central Registration Body</i> shall approve the switch request within two (2) working days from the receipt of complete requirements.</p> <p>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.</p>	<p><u>the completeness of the above-mentioned requirements.</u></p> <p><u>If there are no deficiencies in the submission, the CRB shall complete its evaluation and shall issue the switch request approval for a period not exceeding seven (7) working days from submission of the complete switch request requirements. The CRB shall notify the Retail Supplier, the Retail Customer, RMSP, the relevant NSP, and in the case of a Regular Switch, the current Retail Supplier/SOLR of the approval of such switch request and the effective switch date.</u></p> <p><u>If the CRB determines that the documentary, prudential or metering requirements for switching are not fully satisfied:</u></p> <ol style="list-style-type: none"> a. <u>The CRB shall notify the Eligible End-user/Retail Customer, the new Retail Supplier that submitted the switch request, the relevant NSP and the RMSP, that the Switch Request shall not take effect and the reasons thereof.</u> b. <u>The deficiencies shall be rectified within five (5) working days.</u> c. <u>If after the lapse of five (5) working days, the deficiencies in the application or requirements are not rectified, the CRB shall notify the Retail Supplier, copy furnish the</u> 	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>Eligible End-user/Retail Customer, the NSP, the RMSP and the current Retail Supplier, in the case of a regular switch. Such information will indicate that the Switch Request will not be processed, without prejudice to refiling of a new request</u></p> <p>d. <u>The maximum seven (7) day period to complete the switch request evaluation shall be tolled pending rectification of the deficiencies. In case the date of approval of the switch falls after the nominated switch date, the prospective supplier shall nominate a new effective switch date which should be later than the 7th day of the switching timeline.</u></p> <p>Two (2) working days from the submission of switch request and requirements, the Central Registration Body shall notify the Supplier and the Retail Customer, as applicable, on the completeness and necessary further requirements, if any, such as prudential requirement. 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. The Central Registration Body shall approve the switch request within two (2) working days from the receipt of complete requirements.</p> <p>In view of the need for enhancements to the Central Registration and Settlement</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			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 corresponding software certificate for the system enhancement to the CRSS.	
	3.2.2.2	<p>If the <i>Central Registration Body</i> verifies that all the conditions are met and <i>Contestable Customer</i> for which the <i>switch request</i> is made for voluntary registration as a <i>Direct WESM Member</i>:</p> <p>a) The <i>Contestable Customer</i> that opts to voluntarily register as <i>Direct WESM Member</i> shall update its prudential requirements if so required by the <i>Market Operator</i> within two (2) <i>working days</i> from receipt of notice thereof.</p> <p>b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the <i>Central Registration Body</i> shall approve the switch request and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, the <i>Contestable Customer</i>, <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the <i>switch request</i> and the effective date of the switch within two (2) <i>working days</i>.</p>	<p>3.2.2.2 If the <i>Central Registration Body</i> verifies that all the conditions are met and <i>Contestable Customer</i> for which the <i>switch request</i> is made for voluntary registration as a <i>Direct WESM Member</i>:</p> <p>a) The <i>Contestable Customer</i> that opts to voluntarily register as <i>Direct WESM Member</i> shall update its prudential requirements if so required by the <i>Market Operator</i> within two (2) <i>working days</i> from receipt of notice thereof.</p> <p>b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the <i>Central Registration Body</i> shall approve the switch request and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, the <i>Contestable Customer</i>, <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the <i>switch</i></p>	Suggest deletion since the switching timeline is already provided under proposed revised Clause 3.2.2 of the Retail Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
			request and the effective date of the switch within two (2) working days.	
	3.2.2.3	<p>If the <i>Central Registration Body</i> verifies that all conditions are met and for which the <i>switch request</i> is made for a <i>Retail Customer</i> not intending to register in the <i>WESM</i>:</p> <p>a) The new <i>Supplier</i> of the <i>Retail Customer</i> shall update its prudential requirements if so required by the <i>Market Operator</i> within two (2) <i>working days</i> from the receipt of notice from the <i>Central Registration Body</i> to ensure that it continuously satisfies the prudential requirements as set out in the <i>WESM Rules</i>.</p> <p>b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the <i>Central Registration Body</i> shall approve the switch request and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the switch request and the effective date of the switch within two (2) working days.</p>	<p>If the <i>Central Registration Body</i> verifies that all conditions are met and for which the <i>switch request</i> is made for a <i>Retail Customer</i> not intending to register in the <i>WESM</i>:</p> <p>a) The new <i>Supplier</i> of the <i>Retail Customer</i> shall update its prudential requirements if so required by the <i>Market Operator</i> within two (2) <i>working days</i> from the receipt of notice from the <i>Central Registration Body</i> to ensure that it continuously satisfies the prudential requirements as set out in the <i>WESM Rules</i>.</p> <p>b) Upon confirmation that the prudential requirements and metering requirements are satisfied, the <i>Central Registration Body</i> shall approve the switch request and it shall notify the new <i>Supplier</i>, the incumbent <i>Supplier</i>, <i>Retail Metering Services Provider</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> of the confirmation of the switch request and the</p>	Suggest deletion since the switching timeline is already provided under proposed revised Clause 3.2.1 of the Retail Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
			effective date of the switch within two (2) working days.	
	3.2.2.4	<p>3.2.2.4 If the <i>Central Registration Body</i> verifies that the conditions set forth in Clauses 3.2.2.1, 3.2.2.2 and 3.2.2.3 are not met or if the <i>Market Operator</i> confirms that the prudential requirements are not fully satisfied:</p> <p>a) If the <i>Retail Customer</i> is a <i>Contestable Customer</i>, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> which submitted the <i>switch request</i>, the incumbent <i>Supplier</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> that the <i>switch request</i> shall not take effect and the reasons therefore within the prescribed timeframe set forth in this <i>Retail Rules</i>.</p> <p>b) If the <i>Retail Customer</i> is a <i>GEOP End-User</i>, the <i>Central Registration Body</i> shall notify the <i>Renewable Energy Supplier</i> which submitted the <i>switch request</i>, the incumbent <i>Supplier</i>, the <i>GEOP End-User</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> that the <i>switch request</i> shall not take effect and the reasons therefore within the prescribed timeframe set forth in this <i>Retail Rules</i>.</p>	<p>3.2.2.4 If the <i>Central Registration Body</i> verifies that the conditions set forth in Clauses 3.2.2.1, 3.2.2.2 and 3.2.2.3 are not met or if the <i>Market Operator</i> confirms that the prudential requirements are not fully satisfied:</p> <p>a) If the <i>Retail Customer</i> is a <i>Contestable Customer</i>, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> which submitted the <i>switch request</i>, the incumbent <i>Supplier</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> that the <i>switch request</i> shall not take effect and the reasons therefore within the prescribed timeframe set forth in this <i>Retail Rules</i>.</p> <p>b) If the <i>Retail Customer</i> is a <i>GEOP End-User</i>, the <i>Central Registration Body</i> shall notify the <i>Renewable Energy Supplier</i> which submitted the <i>switch request</i>, the incumbent <i>Supplier</i>, the <i>GEOP End-User</i> and the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> that the <i>switch request</i> shall not take effect and the reasons</p>	Suggest deletion since the switching timeline is already provided under proposed revised Clause 3.2.1 of the Retail Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>c) If the shortcoming pertains to prudential requirements, the party required to comply shall update its prudential requirements to the satisfaction of the <i>Market Operator</i> within the prescribed timeframe under Clause 3.2.2.2 or Clause 3.2.2.3.</p> <p>d) If the shortcoming pertains to the metering requirements, the relevant <i>Distribution Utility</i> as the <i>Retail Metering Service Provider</i> shall complete the requirements within the prescribed timeframe under Clause 3.2.2.6.</p> <p>e) If the shortcomings are not rectified within the prescribed timeframe, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> within three (3) <i>working days</i> that the <i>switch request</i> will not be processed and shall require the <i>Supplier</i> to submit a new <i>switch request</i> when all conditions have been met by the <i>Supplier</i>.</p>	<p>therefore within the prescribed timeframe set forth in this <i>Retail Rules</i>.</p> <p>e) If the shortcoming pertains to prudential requirements, the party required to comply shall update its prudential requirements to the satisfaction of the <i>Market Operator</i> within the prescribed timeframe under Clause 3.2.2.2 or Clause 3.2.2.3.</p> <p>d) If the shortcoming pertains to the metering requirements, the relevant <i>Distribution Utility</i> as the <i>Retail Metering Service Provider</i> shall complete the requirements within the prescribed timeframe under Clause 3.2.2.6.</p> <p>e) If the shortcomings are not rectified within the prescribed timeframe, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> within three (3) <i>working days</i> that the <i>switch request</i> will not be processed and shall require the <i>Supplier</i> to submit a new <i>switch request</i> when all conditions have been met by the <i>Supplier</i>.</p>	
	3.2.2.5	3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <i>Retail Customer</i> has lacking customer information as required under Clause 2.3.1.1, the <i>Central</i>	3.2.2.5 If the <i>Central Registration Body</i> determines under Clause 3.2.2.1 that the <i>Retail Customer</i> has lacking customer information as required under Clause	Suggest deletion since the switching timeline is already provided under proposed

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p><i>Registration Body</i> shall notify the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> within two (2) <i>working days</i> to provide the necessary information. The <i>Distribution Utility</i> or <i>Network Service Provider</i> shall submit the necessary information within two (2) <i>working days</i> from the receipt of the notification.</p>	<p>2.3.1.1, the <i>Central Registration Body</i> shall notify the relevant <i>Distribution Utility</i> or <i>Network Service Provider</i> within two (2) <i>working days</i> to provide the necessary information. The <i>Distribution Utility</i> or <i>Network Service Provider</i> shall submit the necessary information within two (2) <i>working days</i> from the receipt of the notification.</p>	<p>revised Clause 3.2.1 of the Retail Rules.</p>
	3.2.2.6	<p>3.2.2.6. A <i>Distribution Utility</i> as <i>Retail Metering Service Provider</i> that has received a notification from the <i>Central Registration Body</i> in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from the receipt of the notification if the <i>Retail Customer</i> is a <i>Contestable Customer</i> and within five (5) <i>working days</i> from the receipt of the notification if the <i>Retail Customer</i> is a <i>GEOP End-User</i>. The <i>Central Registration Body</i> shall inform the new <i>Supplier</i> of the lacking customer information and the status of the submission of the <i>Distribution Utility</i>. Failure to submit may subject the <i>Distribution Utility</i> to appropriate</p>	<p>3.2.2.6. A <i>Distribution Utility</i> as <i>Retail Metering Service Provider</i> that has received a notification from the <i>Central Registration Body</i> in connection with Clause 3.2.2.5, particularly on the standard metering requirement, shall comply with the metering requirements and submit the necessary information to the <i>Central Registration Body</i> within fifteen (15) <i>working days</i> from the receipt of the notification if the <i>Retail Customer</i> is a <i>Contestable Customer</i> and within five (5) <i>working days</i> from the receipt of the notification if the <i>Retail Customer</i> is a <i>GEOP End-User</i>. The <i>Central Registration Body</i> shall inform the new <i>Supplier</i> of the lacking customer information and the status of the submission of the <i>Distribution Utility</i>.</p>	<p>Suggest deletion since the switching timeline is already provided under proposed revised Clause 3.2.1 of the Retail Rules.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		sanctions. The <i>Supplier</i> shall submit updated switch effective date, if necessary, to the <i>Central Registration Body</i> if the original switch effective date will be affected by metering installation.	Failure to submit may subject the <i>Distribution Utility</i> to appropriate sanctions. The <i>Supplier</i> shall submit updated switch effective date, if necessary, to the <i>Central Registration Body</i> if the original switch effective date will be affected by metering installation.	
	New	New	<p><u>3.2.3. Retail Aggregation</u></p> <p><u>3.2.3.1 Switching to the Retail Competition and Open Access under the Retail Aggregation Program shall be governed by Clauses 3.2.1 and is subject to compliance with the following conditions:</u></p> <ul style="list-style-type: none"> a. <u>No End-user that has already reached the eligibility threshold set by the ERC or is already a registered Contestable Customer may be allowed to participate in the RAP;</u> b. <u>The concerned Retail Aggregator shall serve a written notice to the concerned DU in the Franchise Area where the said End-users are</u> 	To include provisions for Retail Aggregation Program.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>located that an Aggregated Group has been formed and provide the relevant customer information to the End-users;</u></p> <p>c. <u>Retail Supplier shall include in the said notice the relevant customer information of the aggregated members and the effectivity date of the said RSC. The notice shall be made at least ninety (90) calendar days prior to the intended switch date, provided, however, that concerned NSP may waive such notification requirement and issue switching documents to the Retail Customer</u></p> <p><u>3.2.3.2. No limit shall be imposed on the number of End-users whose demand shall be consolidated to form an Aggregated Group.</u></p> <p><u>3.2.3.3. No end-user may join an existing Retail Aggregated Group without undergoing the switching process. In such case, the existing Retail Aggregated Group shall cease its registration with the CRB and a new Retail Aggregated Group shall be formed which shall undergo the switching process.</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
Customer Relocation	3.2.3	<p>3.2.3 Customer Relocation</p> <p>3.2.3.1. A <i>Retail Customer</i> that wishes to relocate to a new service address within the same franchise area or in the franchise area of another <i>Distribution Utility</i> or <i>Network Service Provider</i> and wishes to continue to be served by its present <i>Supplier</i> shall send a prior request for relocation of service to the <i>Supplier</i> and the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i>.</p>	<p><u>3.2.4.</u> 3.2.3 Customer Relocation</p> <p><u>3.2.4.1.</u> Customer Relocation within the DU’s Franchise Area</p> <p><u>3.2.4.1.1</u> 3.2.3.2 A <i>Retail Customer</i> that wishes to relocate to a new service address within the same franchise area or in the franchise area of another <i>Distribution Utility</i> or <i>Network Service Provider</i> and wishes to continue to be served by its present <i>Supplier</i> shall send a <u>Request for Relocation of Service to its Retail Supplier, with copy furnished to the CRB, at least thirty (30) calendar days before the planned relocation date. The Request for Relocation of Service shall contain the following:</u> prior request for relocation of service to the <i>Supplier</i> and the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i>.</p> <p>a. <u>Address of the new location; and</u></p> <p>b. <u>Intended date of transfer and the commencement of service at the new location. Prior to sending a request for relocation of service to its current Retail Supplier, the Retail Customer should have performed due diligence in ensuring that the intended relocation site is within the</u></p>	To harmonize with the requirements under the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>DU's Franchise Area and distribution system, and all necessary connection and metering requirements have been completed.</u></p>	
		<p>3.2.3.2. If the <i>Supplier</i> agrees to continue to provide service to the <i>Contestable Customer</i>, the parties shall notify the <i>Central Registration Body</i> of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i>.</p>	<p>3.2.3.2. If the <i>Supplier</i> agrees to continue to provide service to the <i>Contestable Customer</i>, the parties shall notify the <i>Central Registration Body</i> of the relocation and shall effect the relocation in accordance with the requirements and procedures set by the relevant <i>Distribution Utilities</i> or <i>Network Service Providers</i>.</p>	<p>Suggest deleting this provision because the procedure herein is already determined under the proposed revised Clause 3.2.3.1.</p>
		<p>3.2.3.3. If the Supplier does not agree to continue to provide service to a contestable customer:</p> <ul style="list-style-type: none"> a. The <i>Contestable Customer</i> shall, prior to relocation, switch to a new <i>Supplier</i> in accordance with the requirements and procedures set in Clause 3.2.2. b. If the <i>Contestable Customer</i> fails to comply with the conditions set out in the previous paragraph, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> and the relevant <i>Distribution</i> 	<p>3.2.3.3. If the Supplier does not agree to continue to provide service to a contestable customer:</p> <ul style="list-style-type: none"> a. The <i>Contestable Customer</i> shall, prior to relocation, switch to a new <i>Supplier</i> in accordance with the requirements and procedures set in Clause 3.2.2. b. If the <i>Contestable Customer</i> fails to comply with the conditions set out in the previous paragraph, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> and the relevant <i>Distribution</i> 	<p>Suggest deleting this provision because the procedure herein is already determined under the proposed revised Clause 3.2.3.1. To harmonize with the procedures provided under the Omnibus Rules.</p>

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p><i>Utility or Network Service Provider. The Distribution Utility or Network Service Provider shall then not</i></p> <p>c. permit the relocation to the new service area, or if relocation has already been effected, the <i>Distribution Utility or Network Service Provider</i> concerned shall cause the disconnection of the <i>Contestable Customer</i>.</p> <p>3.2.3.4. A <i>GEOP End-User</i> who intends to transfer to a new address within the <i>Distribution Utility or Network Service Provider’s</i> franchise area and wishes to continue receiving service from its <i>Renewable Energy Supplier</i> shall send a request for relocation of service to its <i>Renewable Energy Supplier</i>, copy furnished the <i>Central Registration Body</i>, at least thirty (30) business days before the planned relocation date. The request for relocation of service shall contain the following:</p> <p>a) Address of the new location; and</p> <p>b) Intended date of transfer and the commencement of service at the new location.</p> <p>Prior to sending the request for relocation of service to its current <i>Renewable Energy</i></p>	<p><i>Utility or Network Service Provider. The Distribution Utility or Network Service Provider shall then not</i></p> <p>c. permit the relocation to the new service area, or if relocation has already been effected, the <i>Distribution Utility or Network Service Provider</i> concerned shall cause the disconnection of the <i>Contestable Customer</i>.</p> <p>3.2.3.4. A <i>GEOP End-User</i> who intends to transfer to a new address within the <i>Distribution Utility or Network Service Provider’s</i> franchise area and wishes to continue receiving service from its <i>Renewable Energy Supplier</i> shall send a request for relocation of service to its <i>Renewable Energy Supplier</i>, copy furnished the <i>Central Registration Body</i>, at least thirty (30) business days before the planned relocation date. The request for relocation of service shall contain the following:</p> <p>a) Address of the new location; and</p> <p>b) Intended date of transfer and the commencement of service at the new location.</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p><i>Supplier</i>, the <i>GEOP End-User</i> should have performed due diligence in ensuring that the intended relocation site is within the <i>Distribution Utility of Network Service Provider’s</i> franchise area and distribution system.</p> <p>3.2.3.5 The <i>Renewable Energy Supplier</i> shall inform the <i>GEOP End-User</i> whether it shall continue or discontinue its service at the <i>GEOP End-User’s</i> 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 <i>Renewable Energy Supplier</i>. Likewise, within the same period provided herein, the <i>Renewable Energy Supplier</i> shall send a copy of the <i>GEOP End-User’s</i> request for relocation of service, along with a notice to continue or discontinue the <i>Renewable Energy Supplier’s</i> service to the <i>Central Registration Body</i>.</p> <p>3.2.3.6 If the <i>Renewable Energy Supplier</i> shall continue its service, the <i>Central Registration Body</i> shall forward the request for relocation of service to the <i>Distribution Utility</i> within one (1) working day from receipt of the notice from the <i>Renewable Energy Supplier</i>.</p> <p>The <i>Distribution Utility</i> shall send notice of approval or disapproval of such request to the</p>	<p>Prior to sending the request for relocation of service to its current <i>Renewable Energy Supplier</i>, the <i>GEOP End-User</i> should have performed due diligence in ensuring that the intended relocation site is within the <i>Distribution Utility of Network Service Provider’s</i> franchise area and distribution system.</p> <p>3.2.3.5 The <i>Renewable Energy Supplier</i> shall inform the <i>GEOP End-User</i> whether it shall continue or discontinue its service at the <i>GEOP End-User’s</i> 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 <i>Renewable Energy Supplier</i>. Likewise, within the same period provided herein, the <i>Renewable Energy Supplier</i> shall send a copy of the <i>GEOP End-User’s</i> request for relocation of service, along with a notice to continue or discontinue the <i>Renewable Energy Supplier’s</i> service to the <i>Central Registration Body</i>.</p> <p>3.2.3.6 If the <i>Renewable Energy Supplier</i> shall continue its service, the <i>Central Registration Body</i> shall forward the request</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p><i>Renewable Energy Supplier</i> through the <i>Central Registration Body</i> within two (2) working days from receipt of the <i>Central Registration Body's</i> notice. In case of approval, the <i>Renewable Energy Supplier</i> shall enter into negotiations with the <i>Distribution Utility</i> and that they shall have a perfected Distribution Wheeling Services Agreement within three (3) working says from receipt of the notice of the approval.</p> <p>The <i>Distribution Utility</i> shall then send a notice to the <i>Central Registration Body</i> 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.</p> <p>3.2.3.7 The <i>Central Registration Body</i> shall forward the <i>Distribution Utility's</i> notice of perfection of the Distribution Wheeling Services Agreement to the <i>Renewable Energy Supplier</i> within one (1) working day from receipt of such notice and the <i>Renewable Energy Supplier</i> shall then forward the notice to its <i>GEOP End-User</i> within one (1) working day from receipt thereof.</p>	<p>for relocation of service to the <i>Distribution Utility</i> within one (1) working day from receipt of the notice from the <i>Renewable Energy Supplier</i>.</p> <p>The <i>Distribution Utility</i> shall send notice of approval or disapproval of such request to the <i>Renewable Energy Supplier</i> through the <i>Central Registration Body</i> within two (2) working days from receipt of the <i>Central Registration Body's</i> notice. In case of approval, the <i>Renewable Energy Supplier</i> shall enter into negotiations with the <i>Distribution Utility</i> and that they shall have a perfected Distribution Wheeling Services Agreement within three (3) working says from receipt of the notice of the approval.</p> <p>The <i>Distribution Utility</i> shall then send a notice to the <i>Central Registration Body</i> that the <i>Distribution Wheeling Services Agreement</i> has been perfected and the effective date and time for the commencement of the service in the new location within two (2) working days from perfection of the <i>Distribution Wheeling Services Agreement</i>.</p> <p>3.2.3.7 The <i>Central Registration Body</i> shall forward the <i>Distribution Utility's</i> notice of</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>3.2.3.8 The <i>Distribution Utility</i> and <i>GEOP End-User</i> shall have a new connection agreement at the new location. The relocation date shall take into consideration the <i>Distribution Utility's</i> completion of connection facilities at the new location.</p> <p>3.2.3.9 A <i>GEOP End-User</i> who intends to transfer to a new service address in another franchise area and wishes to continue receiving service from its <i>Renewable Energy Supplier</i> shall be governed by the procedures for new applications as may be required by the relevant <i>Distribution Utility</i>.</p> <p>The <i>Renewable Energy Supplier</i> shall submit a new switch request in accordance with requirements and procedures set in Clause 3.2.2.</p> <p>3.2.3.10 If the <i>Supplier</i> does not agree to continue to provide service to a <i>GEOP End-User</i>, the <i>Retail Customer</i> shall have the following options:</p>	<p>perfection of the Distribution Wheeling Services Agreement to the <i>Renewable Energy Supplier</i> within one (1) working day from receipt of such notice and the <i>Renewable Energy Supplier</i> shall then forward the notice to its <i>GEOP End-User</i> within one (1) working day from receipt thereof.</p> <p>3.2.3.8 The <i>Distribution Utility</i> and <i>GEOP End-User</i> shall have a new connection agreement at the new location. The relocation date shall take into consideration the <i>Distribution Utility's</i> completion of connection facilities at the new location.</p> <p>3.2.3.9 A <i>GEOP End-User</i> who intends to transfer to a new service address in another franchise area and wishes to continue receiving service from its <i>Renewable Energy Supplier</i> shall be governed by the procedures for new applications as may be required by the relevant <i>Distribution Utility</i>.</p> <p>The <i>Renewable Energy Supplier</i> shall submit a new switch request in accordance</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>a. Switch to a new <i>Supplier</i> in accordance with the requirements and procedures set in Clause 3.2.2; or</p> <p>b. If the <i>Retail Customer</i> fails to comply with the conditions set out in the previous paragraph, the <i>Retail Customer</i> may transfer to a <i>Supplier of Last Resort</i> in accordance with requirements and procedures set in Clause 3.4 or revert to being a Captive End-User in accordance with the requirements and procedures set in Clause 3.5.</p> <p>3.2.3.11 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the <i>Retail Customer</i> transfers to a different service address and the <i>Network Service Provider</i> confirms that the <i>End-User's</i> new system complies with the threshold requirements for retail competition or the <i>Green Energy Program</i>, as may be applicable. Provided, however that if a new certificate of contestability is issued by the <i>ERC</i> for the facility at its new location, this Clause 3.2.3 shall not apply.</p>	<p>with requirements and procedures set in Clause 3.2.2.</p> <p>3.2.3.10 If the <i>Supplier</i> does not agree to continue to provide service to a <i>GEOP End-User</i>, the <i>Retail Customer</i> shall have the following options:</p> <p>a. Switch to a new <i>Supplier</i> in accordance with the requirements and procedures set in Clause 3.2.2; or</p> <p>c. If the <i>Retail Customer</i> fails to comply with the conditions set out in the previous paragraph, the <i>Retail Customer</i> may transfer to a <i>Supplier of Last Resort</i> in accordance with requirements and procedures set in Clause 3.4 or revert to being a Captive End-User in accordance with the requirements and procedures set in Clause 3.5.</p> <p>3.2.3.11 The conditions and procedures set out in this Clause 3.2.3 shall apply only when the <i>Retail Customer</i> transfers to a different service address and the <i>Network Service Provider</i> confirms that the <i>End-</i></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p>User's new system complies with the threshold requirements for retail competition or the <i>Green Energy Program</i>, as may be applicable. Provided, however that if a new certificate of contestability is issued by the <i>ERC</i> for the facility at its new location, this Clause 3.2.3 shall not apply.</p> <p><u>3.2.4.1.2. Within one (1) working day from receipt of the Request for relocation, the Retail supplier shall:</u></p> <ul style="list-style-type: none"> a. <u>inform the Retail Customer whether it shall continue or discontinue its service at the Retail Customer's new location. In case of discontinuance, the Retail Supplier shall provide the reason therefor; and</u> b. <u>provide CRB with a copy of the Request for Relocation of the Service and notice to continuance or discontinuance of service at the new location.</u> <p><u>3.2.4.1.3. In the event that the Retail Supplier opt not to continue the service at the new location, the Retail Customer shall have the following options:</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p>a. <u>Remain under service of its incumbent Retail Supplier; or</u> b. <u>Prior to relocation, find a new Retail Supplier and undergo the Switching Procedures.</u></p> <p><u>3.2.4.1.4. If the Retail Supplier shall continue its service, the CRB shall forward the request for relocation of service to the concerned DU within one (1) working day from receipt of notice from Retail Supplier.</u></p> <p><u>3.2.4.1.5. Within two (2) working days from receipt of the CRB's notice, the DU shall send a notice of approval or disapproval of such request to CRB.</u></p> <p><u>3.2.4.1.6. Within one (1) working day from receipt, the CRB shall forward the DU's notice to the Retail Supplier.</u></p> <p><u>3.2.4.1.7. In case of approval, the Retail Supplier shall enter a new or amend the DWSA with the DU within three (3) working days from receipt of the approval.</u></p> <p><u>3.2.4.1.8. Within two (2) working days from execution of the DWSA, the DU Shall send a notice to the CRB that the</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>DWSA has been entered into and the effective date and time for the commencement of the service in the new location.</u></p> <p><u>3.2.4.1.9. Within one (1) working day from receipt of such notice, the CRB shall forward the DU's notice of the DWSA to the Retail Supplier.</u></p> <p><u>3.2.4.1.10. Within one (1) working day from receipt of the CRB's notice, the Retail Supplier shall forward the notice to its Retail Customer.</u></p> <p><u>3.2.4.1.11. The DU and the Retail Customer shall have a new connection agreement at the new location. The relocation date shall take into consideration the DU's completion of connection facilities at the new location.</u></p> <p><u>3.2.4.2. Customer Relocation to Another Franchise Area</u></p> <p><u>3.2.4.2.1. A Retail Customer who intends to transfer to a new service address in another Franchise Area shall be governed by the procedures for new applications.</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
3.2.4 Prohibited Customer Transfer	3.2.4	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.	3.2.4 3.2.5. 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	3.2.5 Termination of Supplier Service by the Supplier	3.2.5 3.2.6. Termination of Supplier Service by the Retail Supplier	
	3.2.5.1	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 nonrenewal to the Contestable Customer and the Central Registration Body at least thirty (30) days prior to the expiration of the term of the contract.	3.2.5.1 3.2.6.1 If the Retail Electricity Supplier does not intend to renew the supply contract of a Contestable Retail Customer, it shall send a notice of nonrenewal to the Contestable Retail Customer and the Central Registration Body and Network Service Provider at least thirty (30) calendar days prior to the expiration of the term of the contract.	To harmonize with the terms used across the documents and clarify the parties involved in the procedure, including the timeline.
	3.2.5.2	If the <i>Retail Electricity Supplier</i> intends to terminate the contract prior to the expiration of its term, it shall send a notice of the termination to the <i>Contestable Customer</i> in accordance with terms specified in their contract. Prior to the date of termination, the <i>Supplier</i> shall also send the notice to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> .	3.2.5.2 3.2.6.2 If the <i>Retail Electricity Supplier</i> intends to terminate the contract prior to the expiration of its term, it shall send notice of the termination to the Contestable Retail Customer in accordance with terms specified in their contract. Prior to the date of termination, the <i>Supplier</i> shall also send notice to the <i>Central Registration Body</i> and to the relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> .	To harmonize with the terms used across the documents.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
	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 nonrenewal within one (1) working day from receipt thereof.	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 nonrenewal within one (1) working day from receipt thereof.	Suggest deleting this provision because the procedure herein is already determined under the proposed revised Clause 3.2.3.1.
	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 pretermination.	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 pretermination.	Suggest deleting this provision because the procedure herein is already determined under the proposed revised Clause 3.2.3.1.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
	3.2.5.5	<p>In case of non-renewal or termination of the supply contract, the GEOP End-User may:</p> <p>a) Switch to another Renewable Energy Supplier in accordance with the requirements and procedures set out in Clause 3.2.2; or</p> <p>b) Transfer to a Supplier of Last Resort in accordance with requirements and procedures set in Clause 3.4; or</p> <p>c) Revert to being a Captive End-User in accordance with Clause 3.5.</p> <p>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.</p>	<p>3.2.5.5 3.2.6.3 In case of a Non-renewal or termination of the supply contract, <u>shall only take effect if the GEOP End-User Retail Customer</u> may:</p> <p>a) Switch<u>es</u> to another Renewable Energy <u>Retail</u> Supplier in accordance with the requirements and procedures <u>for customer switching</u> set out in Clause 3.2.2; or</p> <p>b) Transfers to a Supplier of Last Resort in accordance with requirements and procedures set in Clause 3.4; or</p> <p>c) Reverts to being a Captive End-User, <u>subject to compliance with the requirements under</u> in accordance with Clause 3.5. <u>or</u></p> <p><u>d) Is disconnected by the NSP in accordance with the applicable procedure for disconnection.</u></p> <p>If the Renewable Energy Supplier does not intend to renew the Green Energy Option Supply Contract upon its expiration, it shall</p>	<p>To harmonize with the terms used across the documents.</p> <p>To provide a uniform procedure for contestable customers and GEOP end-users which is intended by the Omnibus Rules.</p>

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			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.	3.2.5.6 3.2.6.4 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.	Suggest deleting this provision because the procedure herein is already determined under the proposed revised provision on disconnection procedure.
	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.	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.	Suggest deleting this provision because the proposed revision to Clause 3.2.5.5 already covers this section.
	3.2.6.	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.	3.2.6. 3.2.7 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.	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
Declaration of Bilateral Contract Quantities	3.3.3.1	If a <i>bilateral contract</i> is entered into with a <i>Generation Company</i> for the supply of electricity to a <i>Contestable Customer</i> and the parties wish the contract to be accounted for in settlement, the <i>Generation Company</i> shall declare the <i>bilateral contract</i> quantities in accordance with the requirements, timetable and procedures set out in Chapter 3 of the <i>WESM Rules</i> and in relevant <i>Market Manual</i> .	If a <i>bilateral contract</i> is entered into with a <i>Generation Company</i> <u>by a Retail Supplier</u> for the supply of electricity to a <i>Contestable</i> <u>Retail</u> <i>Customer</i> and the parties wish the contract to be accounted for in settlement, the <i>Generation Company</i> shall declare the <i>bilateral contract</i> quantities in accordance with the requirements, timetable and procedures set out in Chapter 3 of the <i>WESM Rules</i> and in relevant <i>Market Manual</i> <u>to account such bilateral contact in the WESM settlement.</u>	To harmonize with the terms used across the documents and clarify purpose of bilateral contract declaration.
	3.3.2.3	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.	3.3.2.3 The gross energy settlement quantity of each <u>Retail</u> 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.	To harmonize with the terms used across the documents.
	3.3.3.2	Contracts entered into between <i>Suppliers</i> for the supply of electricity to a <i>Retail Customer</i> shall not be accounted for in settlements but will be settled by the parties among themselves.	Contracts entered into between <u>Retail</u> <i>Suppliers</i> for the supply of electricity to a <i>Retail Customer</i> shall not be accounted for in settlements but will be settled by the parties among themselves.	To harmonize with the terms used across the documents.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
Settlement Process	3.3.4	<p>3.3.4 Settlement Process</p> <p>The settlement of the transactions and billing of <i>Suppliers</i> and <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> shall be performed by the <i>Market Operator</i> in accordance with the settlement process set out in Chapter 3 of the <i>WESM Rules</i>.</p>	<p>3.3.4 Settlement Process</p> <p>The settlement of the transactions and billing of <i>Retail Suppliers</i> and <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> shall be performed by the <i>Market Operator</i> in accordance with the settlement process set out in Chapter 3 of the <i>WESM Rules</i>.</p>	To harmonize with the terms used across the documents.
Settlement of Retail Customers with their Suppliers	3.3.5	<p>3.3.5 Settlement of <i>Retail Customers</i> with their <i>Suppliers</i></p> <p>Billing and settlement of the transactions of the <i>Retail Customers</i> with their respective <i>Suppliers</i> shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the <i>ERC</i> and other competent agencies.</p>	<p>3.3.5 Settlement of <i>Retail Customers</i> with their <i>Retail Suppliers</i></p> <p>Billing and settlement of the transactions of the <i>Retail Customers</i> with their respective <i>Retail Suppliers</i> shall be performed by the parties in accordance with their contracts and applicable rules and regulations promulgated by the <i>ERC</i> and other competent agencies.</p>	To harmonize with the terms used across the documents.
Prudential Requirements	3.3.6.1	<p>3.3.6.1 <i>Suppliers</i> and <i>Contestable Customers</i> that are registered as <i>Direct WESM Members</i> shall comply with the prudential requirements as set out in Chapter 3 of the <i>WESM Rules</i>.</p>	<p>3.3.6.1 <i>Retail Suppliers</i> and <i>Contestable Customers</i> that are registered as <i>Direct WESM Members</i> shall comply with the prudential requirements as set out in Chapter 3 of the <i>WESM Rules</i>.</p>	To harmonize with the terms used across the documents.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
	3.3.6.2	3.3.6.2 The amount of security that will be required of a <i>Supplier</i> shall be determined based on the aggregate trading limits and maximum exposure determined in accordance with Chapter 3 of the <i>WESM Rules</i> of all the <i>Retail Customers</i> for which such <i>Supplier</i> is transacting.	3.3.6.2 The amount of security that will be required of a <i>Retail Supplier</i> shall be determined based on the aggregate trading limits and maximum exposure determined in accordance with Chapter 3 of the <i>WESM Rules</i> of all the <i>Retail Customers</i> for which such <i>Supplier</i> is transacting.	To harmonize with the terms used across the documents.
	3.3.7.2	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.	3.3.7.2 Access to settlement information pertaining to Retail Customers not registered in the WESM shall be provided to their respective <i>Retail Supplier</i> counterparties, provided, however that those Retail Customers may be provided access to their own settlement information upon request from the Central Registration Body.	To harmonize with the terms used across the documents.
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;	A Retail Customer shall be transferred to the <i>Retail Supplier</i> of Last Resort upon occurrence of any one of the following last resort events: 3.4.1.1 The <i>Retail Supplier</i> has ceased to operate;	To harmonize with the terms used across the documents and reflect the grounds for SOLR events provided under the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>3.4.1.3 The Supplier’s operating permit, in the case of a Renewable Energy Supplier, has been revoked by the DOE;</p> <p>3.4.1.4 The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</p> <p>3.4.1.5 Failure to renew the supply contract between a GEOP End-user and a Renewable Energy Supplier;</p> <p>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</p> <p>3.4.1.7 Any other event which the ERC may deem as a last resort supply event.</p>	<p>3.4.1.2 The <u>Retail</u> Supplier’s license or authorization has been revoked by the ERC;</p> <p>3.4.1.3 The <u>Retail</u> Supplier’s operating permit, in the case of a Renewable Energy Supplier, has been revoked by the DOE;</p> <p>3.4.1.4 The <u>Retail</u> Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</p> <p>3.4.1.5 Failure to renew the supply contract between a GEOP End-user and a Renewable Energy Supplier; <u>The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated;</u></p> <p><u>3.4.1.6 Either party terminated the RSC due to breach of contract, Provided, that the Retail Customer did not cause the breach;</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>3.4.1.7. The Retail Supplier has given notice to the ERC that it will no longer provide supply of electricity;</u></p> <p><u>3.4.1.8. The Retail Supplier has unilaterally terminated the RSC without just cause;</u></p> <p><u>3.4.1.9. The Retail Supplier does not agree to continue providing supply to the Retail Customer in the event of relocation of the latter and the Retail Customer fails to switch to another Retail Supplier in time for such relocation;</u></p> <p><u>3.4.1.10. The Retail Supplier has defaulted in its RSC with an Aggregated Group;</u></p> <p><u>3.4.1.11. Any other event which the ERC may deem as a last resort supply event, subject to the submission of a letter-request by the Retail Supplier with pertinent information and/or documents, for ERC’s consideration.</u></p>	
	3.4.2	When the Central Registration Body receives notice of the occurrence of a last resort event, it	<u>3.4.2. Upon discovery of the occurrence of any of the last resort supply event,</u>	To harmonize with the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>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.</p>	<p><u>the Retail Supplier shall immediately notify its affected Retail Customer/s, the CRB, and the ERC, including relevant documents in the said notice.</u></p> <p><u>The Retail Supplier’s notice to the CRB shall contain the following information of affected Retail Customers affected by the last resort supply event:</u></p> <ul style="list-style-type: none"> a. <u>Billing address and service address, if different;</u> b. <u>Customer's account number;</u> c. <u>Meter reading date or cycle and reporting period;</u> d. <u>Billing date or cycle and billing period;</u> e. <u>Meter number;</u> f. <u>DU's rate class and subclass classification;</u> g. <u>Description of usage measurement type and reporting period; and</u> h. <u>The most recent twelve (12) months of historical usage.</u> 	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>3.4.2.1. Within one (1) working day after being notified of the occurrence of the LRSE, the Retail Customer shall inform the CRB that it will or will not avail of last resort supply.</u></p> <p>When the Central Registration Body 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 Retail Supplier if practicable, of the occurrence and the effective date of the transfer of the Retail Customers to the Supplier of Last Resort.</p>	
		<p>3.4.3 The following procedures shall be observed upon the occurrence of a last resort event:</p> <p>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.</p> <p>3.4.3.2 Within two (2) working days upon receiving notice from the Retail Customer, the Supplier of Last Resort shall inform the</p>	<p><u>3.4.3. Upon receipt of notice of intention to avail Last Resort Supply from the Retail Customer and that there is an LRSE, the following procedures, subject to Clause 3.4.4.2, shall apply, without need for confirmation or further action from the ERC:</u></p> <p><u>a. Within one (1) working day from the receipt of notice from Retail Customer, the CRB shall send notice of intention to avail Last Resort Supply to all Retail Suppliers acting as SOLR and the</u></p>	<p>To harmonize with the Omnibus Rules.</p>

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>Contestable Customer of the terms of its supply contract and the applicable rates.</p> <p>3.4.3.3 The parties shall then notify the Central Registration Body that the Retail Customer has agreed to be served by the Supplier of Last Resort no later than two (2) working days after a switch request in accordance with the requirements and procedures under Sections 3.2.1 and 3.2.2 of this Retail Rules.</p> <p>3.4.3.4 Upon evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Clause 3.2.2 of this Retail Rules.</p>	<p><u>DU acting as SOLR within the Franchise Area where the Retail Customer is located; The notice shall include the information of the Retail Customers provided by the incumbent Retail Supplier to the CRB under Clause 3.4.2:</u></p> <p>b. <u>Within one (1) working day from receipt of the notice of intention to avail of Last Resort Supply, the notified SOLRs, through the CRB, shall inform the Retail Customer of its offer. The offer shall contain the following:</u></p> <p>i. <u>the effective date of transfer which shall also be the commencement of the Last Resort Supply;</u></p> <p>ii. <u>the details of the terms and conditions of the SOLR contract; and</u></p> <p>iii. <u>of their right to transfer to another Retail Supplier, purchase its energy requirement from WESM, at</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>any time after the commencement of the Last Resort Supply, subject to the provisions on SOLR Billing;</u></p> <p>c. <u>If the Retail Customer agrees to the terms and conditions of the chosen SOLR and its attendant contract, said Retail Customer shall:</u></p> <p style="padding-left: 40px;">i. <u>Sign the SOLR contract; and</u></p> <p style="padding-left: 40px;">ii. <u>Pay the corresponding cash security deposit.</u></p> <p>d. <u>Within one (1) working day upon signing of the SOLR contract and payment of the deposit, the SOLR shall submit a switch request to the CRB;</u></p> <p>e. <u>Within one (1) working day from receipt of SOLR request, the RMSP shall conduct a special meter reading of the Retail Customer’s usage, to delineate the consumption between the Retail Supplier and the SOLR,</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>subject to special meter reading charges;</u></p> <p>f. <u>The date of the Final Meter Reading shall be the commencement date of Last Resort Supply, provided that the switch request is compliant with the switching procedures under this Rules.</u></p> <p>The following procedures shall be observed upon the occurrence of a last resort event:</p> <p>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.</p> <p>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.</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p>3.4.3.3 d. 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 after a switch request in accordance with the requirements and procedures under Sections 3.2.1 and 3.2.2 of this Retail Rules.</p> <p>3.4.3.4 g. Upon evaluation, the Central Registration Body shall either approve or disapprove the switch request in accordance with procedures under Clause 3.2.2 of this Retail Rules.</p>	
	New	New	<p><u>3.4.4. The Retail Supplier is still responsible for the energy consumed from the time of cessation, revocation, suspension or termination until the effectivity of the switch to a SOLR or disconnection of the Retail Customer.</u></p>	To harmonize with the Omnibus Rules.
	3.4.4	<p>Within twenty-four hours upon being notified of the last resort event, a Contestable Customer that is a Direct WESM Member –</p> <p>3.4.4.1 If it chooses to be served by the Supplier of Last Resort, shall take the necessary actions as set out in clause 3.4.3; or</p>	<p>Within twenty-four hours upon being notified of the last resort event, a Contestable Customer that is a Direct WESM Member –</p> <p>3.4.4.1 If it chooses to be served by the Supplier of Last Resort, shall take the</p>	Suggest deletion since the procedures for SOLR events are already proposed under Clause 3.4.3.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>3.4.4.2 If it chooses not to be served by the Supplier of Last Resort, shall submit additional securities required by the Market Operator as necessary to fully satisfy the prudential requirements set out in the WESM Rules.</p>	<p>necessary actions as set out in clause 3.4.3; or</p> <p>3.4.4.2 If it chooses not to be served by the Supplier of Last Resort, shall submit additional securities required by the Market Operator as necessary to fully satisfy the prudential requirements set out in the WESM Rules.</p>	
	<p>3.4.5</p>	<p>Disconnection of the Contestable Customer affected by a last resort event shall be initiated in accordance with prevailing rules and regulations on disconnection under the following conditions –</p> <p>3.4.5.1 At the instance of the Central Registration Body if the Contestable Customer that elected to be served by a Supplier of Last Resort –</p> <p>a) Fails to give notice within the period set out in clause 3.4.3.1; or</p> <p>b) Provides notice that it elects not to be transferred to a Supplier of Last Resort within the period set out in clause 3.4.3.1; or</p> <p>c) fails to enter into contract with the Supplier of Last Resort; or</p> <p>d) Fails to serve notice within the period set out in clause 3.4.3.3.</p>	<p><u>3.4.5 In the event a Retail Customer signifies that it is not willing to avail of Last Resort Supply and the CRB is informed accordingly, the CRB shall inform the NSP within one (1) business day from receipt of the notice of the Retail Customer’s decision not to avail of Last Resort Supply.</u> Disconnection of the Contestable Customer affected by a last resort event shall be initiated in accordance with prevailing rules and regulations on disconnection under the following conditions –</p> <p>3.4.5.1 At the instance of the Central Registration Body if the Contestable Customer that elected to be served by a Supplier of Last Resort –</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>3.4.5.2 In accordance with the conditions and procedures set out in WESM Rules section 3.15 and relevant WESM manual on suspension or deregistration of the Direct WESM Member Contestable Customer that elects not to be served by a Supplier of Last Resort fails to satisfy the prudential requirements set by the Market Operator.</p> <p>3.4.6 The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon receipt of notice of disconnection served by the Central Registration Body in accordance with the procedures and timeline set out in relevant rules and regulations on disconnection of Retail Customers.</p> <p>3.4.7 The Supplier of Last Resort shall ensure that it complies at all times with the prudential requirements as set out in Chapter 3 of the WESM Rules. 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</p>	<p>a) Fails to give notice within the period set out in clause 3.4.3.1; or b) Provides notice that it elects not to be transferred to a Supplier of Last Resort within the period set out in clause 3.4.3.1; or c) fails to enter into contract with the Supplier of Last Resort; or d) Fails to serve notice within the period set out in clause 3.4.3.3.</p> <p>3.4.5.2 In accordance with the conditions and procedures set out in WESM Rules section 3.15 and relevant WESM manual on suspension or deregistration of the Direct WESM Member Contestable Customer that elects not to be served by a Supplier of Last Resort fails to satisfy the prudential requirements set by the Market Operator.</p> <p><u>3.4.6. Upon receipt of disconnection request from the CRB, the NSP, in turn, shall provide a 48-hour disconnection notice to the Retail Customer, copy furnished the CRB, and ensure that said Retail Customer receives the notice</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>3.4.3 shall revert to being a Captive End-user, subject to conditions and procedures under Section 3.5.</p>	<p><u>properly. During this period, it is incumbent upon the Retail Customer to inform the CRB within the same period that it is negotiating or is in the process of drawing up a contract with another Retail Supplier.</u></p> <p>3.4.6. <u>3.4.7</u> The disconnection shall be carried out by the relevant Distribution Utility or Network Service Provider upon <u>the lapse of the 48-hour disconnection notice in the preceding clause</u> 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.</p> <p>3.4.7 <u>3.4.8</u> The Supplier of Last Resort shall ensure that it complies at all times with the prudential requirements as set out in Chapter 3 of the WESM Rules.</p> <p>3.4.8 <u>3.4.9. The Retail Customer's electricity service will not be reconnected until said Retail Customer enters a contract with a Retail Supplier.</u> GEOP End-Users which opt not to avail or</p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			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.	
Reversion to Captive Market	3.5.1	<p>3.5.1 A GEOP End-User may revert to being a Captive End-User subject to fulfillment of all of the following conditions:</p> <p>3.5.1.1 Its average monthly peak demand has decreased below 75% of 100 kW for the immediately preceding six (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;</p> <p>3.5.1.2 Any of the last resort supply events under Clause 3.4.1 has occurred;</p> <p>3.5.1.3 Its contract with a Supplier of Last Resort has exceeded the maximum period.</p> <p>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.</p>	<p>3.5.1 A GEOP End-User may revert to being a Captive End-User subject to fulfillment of all of the following conditions:</p> <p>3.5.1.1 Its average monthly peak demand has decreased below 75% of 100 kW for the immediately preceding six (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;</p> <p>3.5.1.2 Any of the last resort supply events under Clause 3.4.1 has occurred;</p> <p>3.5.1.3 Its contract with a Supplier of Last Resort has exceeded the maximum period.</p> <p>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.</p>	To harmonize with the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>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.</p>	<p>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.</p> <p><u>3.5 Reversion to Captive Market by a Contestable Customer</u></p> <p><u>3.5.1. A Contestable Customer who has entered into a retail supply contract with a Retail Electricity Supplier is deemed to have migrated from the regulated service of a DU to the RCOA.</u></p> <p><u>3.5.2 In general, such Contestable Customer shall no longer be allowed to revert to the Captive Market. However, in instances where the Contestable Customer’s average monthly peak demand has decreased to less than twenty-five percent (25%) of the prevailing threshold in the RCOA for the preceding six (6) consecutive months and the same is not attributable to</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>seasonal demand, it may send a written request to the ERC with a confirmation from its Retail Electricity Supplier or SOLR that its demand level has decreased by such amount. Such Contestable Customer may revert to the Captive Market, subject to ERC approval.</u></p> <p><u>3.5.3 Upon such approval, the Contestable Customer shall settle its obligations with its Retail Electricity Supplier or SOLR as stated in the retail supply contract or supplier of last resort contract before it is reverted to the Captive Market. Subsequently, the concerned Retail Electricity Supplier or Supplier of Last Resort of the said Contestable Customer shall request from the CRB its cessation from the RCOA and inform the ERC that it has reverted to the Captive Market.</u></p>	
	New	New	<p><u>3.6. Reversion to Captive Market by GEOP End-users</u></p> <p><u>3.6.1. For instances where the GEOP End-user's average monthly peak demand has decreased to at least seventy-five percent (75%) of the</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>prevailing threshold for GEOP for the preceding six (6) consecutive months and the same is not attributable to seasonal demand, the RE Supplier shall send a written request to the DU, with a confirmation from the RMSP that the demand level of such GEOP End-user has decreased by such amount. Such GEOP End-user shall be reverted to the Captive Market, subject to the following:</u></p> <ul style="list-style-type: none"> <u>a. The GEOP End-User may only exercise its option to revert to being a Captive End-User once every twenty-four (24) months.</u> <u>b. A GEOP End-User who intends to revert to the Captive Market shall be treated as a new customer by the DU.</u> 	
	New	New	<p><u>3.7. Reversion to Captive by Retail Aggregated Members</u></p> <p><u>3.7.1. In no case shall any Aggregated Member opt-out of the Aggregated Group during the term of their respective contracts.</u></p>	To harmonize with the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>3.7.2. The Aggregated Group shall have the right to terminate its contract if the Retail Electricity Supplier commits any act of default. Acts of default include but are not limited to the following:</u></p> <ul style="list-style-type: none"> a. <u>Breach of confidentiality regarding the Aggregated Member's information;</u> b. <u>Excess billing of the contracted electricity rate to its Aggregated Group unless measures were immediately taken by the Retail Supplier upon discovery of error;</u> c. <u>Revocation of WESM membership;</u> d. <u>Non-payment on its obligation to the DU, Generation Company and WESM, among others;</u> e. <u>Final Decision issued by any Courts in the Philippines convicting the Retail Supplier of any crime or offense involving fraud or deceit;</u> f. <u>The LRSE attributable to the Retail Supplier as provided in the</u> 	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>SOLR Rules shall likewise be considered as act of default; and</u></p> <p><u>g. Any other circumstances which the ERC may deem as an act of default or breach.</u></p> <p><u>3.7.3. In case the Retail Electricity Supplier is in default as provided under the preceding paragraph, the Aggregated Group may revert to the captive market, whether individually or as a group. The Retail Supplier in default shall continue supplying electricity to the Aggregated Group under the same terms and conditions of their RSC, until such time the reversion to the captive market or switch to another Retail Supplier was effected.</u></p> <p><u>3.7.4 .The Aggregated Group upon termination of its RSC with the Retail Electricity Supplier subject to the parties' mutual agreement and in accordance with the terms of their respective contracts, the Aggregated Group, may revert to the captive market, whether individually or as group,</u></p>	

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>Provided, that notice of intention to revert shall be submitted to the DU thirty (30) calendar days before the effectivity of such termination.</u></p> <p><u>3.7.5. Should a termination of contract occur, a special meter reading may be conducted on a date other than the regular meter reading date and an additional fee will be charged by the RMSP to the entity requesting such service.</u></p>	
	4.3.1	<p>4.3.1 <i>Metering installations</i> shall:</p> <p>4.3.1.1 Be provided by the <i>Retail Metering Services Provider</i>;</p> <p>4.3.1.2 Comply in all respects with the requirements of the <i>Distribution Code</i> relating to unbundled service, relevant regulatory issuances, and relevant <i>Market Manual</i> being implemented by the <i>Central Registration Body</i>.</p> <p>4.3.2 A <i>metering installation</i> shall: 4.3.2.1 Be registered in the <i>WESM</i> through the <i>Central Registration Body</i>;</p> <p>4.3.2.2 Have electronic data recording facilities such that all <i>metering data</i> can be measured and recorded on an <i>interval</i> basis.</p>	<p>4.3.1 <u>Metering installations and virtual meters</u> shall:</p> <p>4.3.1.1 Be provided by the <i>Retail Metering Services Provider</i>;</p> <p>4.3.1.2 Comply in all respects with the requirements of the <i>Distribution Code</i> relating to unbundled service, relevant regulatory issuances, and relevant <i>Market Manual</i> being implemented by the <i>Central Registration Body</i>.</p> <p>4.3.2 A m<u>Metering installations and virtual meters</u> shall: 4.3.2.1 Be registered in the <i>WESM</i> through the <i>Central Registration Body</i>;</p> <p>4.3.2.2 <u>4.3.2.1. A metering installation shall</u> H<u>h</u>ave electronic data recording</p>	To harmonize with the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			facilities such that all <i>metering data</i> can be measured and recorded on an <i>interval</i> basis.	
		4.3.4.1 The registered <i>metering installation</i> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the accounting and settlement, as applicable, of the transactions of <i>Retail Customers</i> and <i>Suppliers</i> registered in the <i>WESM</i> .	4.3.4.1 The registered <i>metering installation</i> <u>or virtual meter</u> shall be used by the <i>Central Registration Body</i> as the primary source of <i>metering data</i> for the accounting and settlement, as applicable, of the transactions of <i>Retail Customers</i> and <i>Suppliers</i> registered in the <i>WESM</i> .	To harmonize with the Omnibus Rules.
		4.3.7.1 The <i>Retail Metering Services Provider</i> shall use all reasonable endeavours to ensure that <i>metering data</i> is capable of being transmitted to the metering database from its <i>metering installations</i> : xxx	4.3.7.1 The <i>Retail Metering Services Provider</i> shall use all reasonable endeavours to ensure that <i>metering data</i> is capable of being transmitted to the metering database from its <i>metering installations</i> <u>and virtual meters, whichever is applicable:</u> xxx	To harmonize with the Omnibus Rules.
		4.3.7.3 A <i>Retail Customer</i> who becomes aware of a <i>metering installation</i> malfunction or other defect shall advise the <i>Retail Metering Services Provider</i> and the <i>Central Registration Body</i> immediately after it was detected.	4.3.7.3 A <i>Retail Customer</i> who becomes aware of a <i>metering installation</i> <u>or virtual meter, which ever is applicable,</u> malfunction or other defect shall advise the <i>Retail Metering Services Provider</i> and the <i>Central Registration Body</i> immediately after it was detected.	To harmonize with the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>4.3.8.1 The <i>Retail Metering Services Provider</i> shall ensure that all <i>metering installation</i> and data logger clocks are referenced to Philippines Standard Time.</p>	<p>4.3.8.1 The <i>Retail Metering Services Provider</i> shall ensure that all <i>metering installation</i>, <u>virtual meters</u>, and data logger clocks are referenced to Philippines Standard Time.</p>	<p>To harmonize with the Omnibus Rules.</p>
		<p>4.4.1 Changes to Metering Data</p> <p>The <i>Retail Metering Services Provider</i> shall not make, cause or allow any alteration to the original stored data in a <i>metering installation</i>; and shall use reasonable endeavours to ensure that no other person or entity does the same.</p>	<p>4.4.1 Changes to Metering Data</p> <p>The <i>Retail Metering Services Provider</i> shall not make, cause or allow any alteration to the original stored data in a <i>metering installation</i> <u>or virtual meter, whichever is applicable</u>; and shall use reasonable endeavours to ensure that no other person or entity does the same.</p>	<p>To harmonize with the Omnibus Rules.</p>
Data Transfer and Collection	4.4.2.1	<p>4.4.2.1 The Retail Metering Services Provider shall retrieve the metering data from the meter and transmit the data to the Central Registration Body within the period set out in the relevant Market Manual.</p>	<p>4.4.2.1 The Retail Metering Services Provider shall retrieve the metering data from the meter and transmit the data to the Central Registration Body within the period set out in the relevant Market Manual. <u>For the metering data of a Retail Aggregated Group, the RMSP shall use a Virtual Meter in the WESM and transmit the aggregated metering data to the CRB in accordance the WESM Rules and Manuals.</u></p>	<p>To harmonize with the Omnibus Rules.</p>

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
Rights of Access to Metering Data	4.5.3.1	<p>The only entities entitled to have either direct or remote access to <i>metering data</i> on a read only basis from the metering database or the metering register in relation to a metering point are:</p> <p style="padding-left: 40px;">4.5.3.1 Each <i>Supplier</i> whose gross energy settlement quantities are determined by reference to quantities of energy flowing through that metering point xxx</p>	<p>The only entities entitled to have either direct or remote access to <i>metering data</i> on a read only basis from the metering database or the metering register in relation to a metering point are:</p> <p style="padding-left: 40px;">4.5.3.1 Each <i>Retail Supplier</i> whose gross energy settlement quantities are determined by reference to quantities of energy flowing through that metering point xxx</p>	To harmonize with the terms used across the documents.
Glossary		New	<u>Contiguous Areas - Areas which are located within certain boundaries such as subdivisions, villages, economic zones, business districts and other adjacent areas in which supply of electricity similarly situated End-users in which supply of electricity can be measured through metering devices.</u>	To harmonize with the Omnibus Rules.
		New	<u>Retail Aggregated Group - End-users whose demand has been consolidated and supplied by a Retail Electricity Supplier to qualify for RCOA under current rules issued by the Department of Energy (DOE) and the ERC.</u>	To harmonize with the Omnibus Rules.
		New	<u>Retail Aggregated Member - An End-user that forms part of the Retail Aggregated Group to qualify for RCOA</u>	To harmonize with the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			<u>under the current rules issued by the DOE and the ERC.</u>	
		New	<u>Retail Aggregator - A person or entity engaged in consolidating electric power demand of End-users for the purpose of purchasing and reselling electricity on a collective basis.</u>	To harmonize with the Omnibus Rules.
		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 the 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”.	<i>Retail Customer</i> – 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, <u>Retail Aggregated Group</u> , or a GEOP End-User as prescribed in the Republic Act No. 9513. For clarity, the term “Retail Customer” shall collectively pertain to “Contestable Customer”, <u>“Retail Aggregated Group”</u> , and “GEOP End-User” unless the context requires that the term specifically refer to either a “Contestable Customer”, <u>“Retail Aggregated Group”</u> , or “GEOP End-User”.	To harmonize with the Omnibus Rules.
		<i>Contestable Customers</i> - An electricity end user that is certified by the <i>ERC</i> as having met the demand threshold for contestability as set out in the Act. Collectively, these end users make up the contestable market.	<i>Contestable Customers</i> - An electricity end user that is certified by the <i>ERC</i> <u>or its Distribution Utility, or a group of end-users that are aggregated by a Retail Aggregated Group</u> as having met the demand threshold for contestability as set	To harmonize with the Omnibus Rules.

RETAIL RULES

Title	Clause	Provision	Proposed Amendment	Rationale
			out in the Act. Collectively, these end users make up the contestable market.	
		New	<u>GEOP End-user - Any person or entity requiring the supply and delivery of electricity sourcing one hundred percent (100%) of its electricity requirements from RE resources for its own use.</u>	To harmonize with the Omnibus Rules.
		New	<u>Retail Aggregator - A person or entity engaged in consolidating electric power demand of End-users for the purpose of purchasing and reselling electricity on a collective basis. For purposes of these Omnibus Rules, a Retail Supplier may be a Retail Aggregator.</u>	To harmonize with the Omnibus Rules.
		Supplier – refers to any person or entity authorized by the ERC to sell, broker, market or aggregate electricity to the end-users, in the capacity of a <i>Retail Electricity Supplier</i> and/or <i>Renewable Energy Supplier</i> and registered as a Customer pursuant to Clause 2.3.2 of the WESM Rules and Clause 2.4.1.2 and Clause 2.4.2.3 of these Retail Rules.	<u>Retail Supplier</u> – 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 <i>Retail Electricity Supplier</i> and/or <i>Renewable Energy Supplier</i> 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.	To harmonize with the terms used across the documents.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
Purpose & Scope of Application	Section 1, Chapter 1	<p>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.</p> <p>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.</p> <p>This Manual implements relevant provisions of Chapter 2 of the Rules for Competitive Retail Electricity Market ("Retail Rules").</p>	<p>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, <u>Retail Aggregated Groups, GEOP End-users</u>, as applicable, <u>Retail</u> Suppliers and Retail Metering Service Providers in the WESM.</p> <p>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.</p> <p>This Manual implements relevant provisions of Chapter 2 of the Rules for</p>	<p>Except for the following items, the Omnibus Rules sets similar procedures and requirements for RCOA and GEOP:</p> <ol style="list-style-type: none"> 1. Threshold 2. Reversion to captive 3. Source of supply <p>Moreover, the Omnibus Rules intend to provide a single document for ease of reference of stakeholders. Thus, the CRB recommends deletion of the GEOP Manual and harmonizing the Market Manuals to provide the procedures and requirements for RCOA and GEOP.</p>

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
			Competitive Retail Electricity Market ("Retail Rules").	
References	Section 2.3, Chapter 1	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) ERC's Transitory Rules on the Implementation of OARC d) WESM Rules e) Retail Rules f) Philippine Grid Code g) Philippine Distribution Code h) Department of Energy Circular No. 2010-05-006 i) Department of Energy Circular No. 2010-08-0010 j) Department of Energy Circular No. 2012-011-0010 k) Department of Energy Circular No. 2013-01-0002 l) Department of Energy Circular No. 2017-12-0013 m) Department of Energy Circular No. 2019-07-0011	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) ERC's Transitory Rules on the Implementation of OARC d) WESM Rules e) Retail Rules f) Philippine Grid Code g) Philippine Distribution Code h) Department of Energy Circular No. 2010-05-006 i) Department of Energy Circular No. 2010-08-0010 j) Department of Energy Circular No. 2012-011-0010 k) Department of Energy Circular No. 2013-01-0002 l) Department of Energy Circular No. 2017-12-0013 m) Department of Energy Circular No. 2019-07-0011	To refer to the Omnibus Rules.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		n) WESM Manual: Registration, Suspension and De-Registration Criteria and Procedures o) WESM Manual: Billing and Settlements p) Retail Metering Manual q) WESM Dispute Resolution Market Manual r) Distribution Services and Open Access Rules (DSOAR) s) ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers	n) WESM Manual: Registration, Suspension and De-Registration Criteria and Procedures o) WESM Manual: Billing and Settlements p) Retail Metering Manual q) WESM Dispute Resolution Market Manual r) Distribution Services and Open Access Rules (DSOAR) s) ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers Omnibus Rules for Customer Choice Programs in the Retail Market (ERC Resolution No. 13, Series of 2024)	
Registration of Suppliers; Overview	2.1	2.1 Overview <i>Suppliers shall register in the WESM as a 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.3</i>	2.1 Overview <i>Retail</i> Suppliers shall register in the WESM as a <i>Direct WESM Members</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as provided for in Chapter 2 of the <i>WESM Rules.3</i>	To harmonize with the terms used across the Manual.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		<p><i>Distribution Utilities shall register as Direct WESM Members in their capacity as Local Suppliers and Suppliers of Last Resort.</i></p> <p>Applications for registration shall be submitted to the <i>Market Operator</i> together with documents and information required by the <i>Market Operator</i> to prove compliance with membership criteria and requirements for registration.</p> <p><i>Suppliers</i> must have completed their registration as <i>Direct WESM Members</i> before they can transact in the <i>WESM</i> for their <i>Contestable Customer</i> counterparties.</p>	<p><i>Distribution Utilities shall register as Direct WESM Members in their capacity as Local Suppliers and Suppliers of Last Resort.</i></p> <p>Applications for registration shall be submitted to the <i>Market Operator</i> together with documents and information required by the <i>Market Operator</i> to prove compliance with membership criteria and requirements for registration.</p> <p><u>Retail</u> Suppliers must have completed their registration as <i>Direct WESM Members</i> before they can transact in the <i>WESM</i> for their <i>Contestable</i> <u>Retail</u> <i>Customer</i> counterparties.</p>	
Information Requirements	2.2	<p><i>2.2 Information Requirements</i></p> <p><i>2.2.1. The Supplier shall submit to the Market Operator the specific documents and information required as posted in the market information website to prove its compliance with WESM membership criteria and qualifications.</i></p>	<p><i>2.2 Information Requirements</i></p> <p><i>2.2.1. The <u>Retail</u> Supplier shall submit to the Market Operator the specific documents and information required as posted in the market information website to prove its compliance with WESM membership criteria and qualifications.</i></p>	To harmonize with the term used across the Manual.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		<p>2.2.2. Once an applicant submits an accomplished application form with supporting requirements, the Market Operator shall assess and evaluate the application in accordance with Chapter 2 of the WESM Rules and WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p>2.2.3. The Suppliers, Local Suppliers and Suppliers of Last Resort shall submit to the Central Registration Body for posting in the market website the contracting parameters including the general offer, terms and conditions such as indicative average contract price, offers and scope of services being offered by them.</p>	<p>2.2.2. Once an applicant submits an accomplished application form with supporting requirements, the Market Operator shall assess and evaluate the application in accordance with Chapter 2 of the WESM Rules and WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures.</p> <p>2.2.3. The Retail Suppliers, Local Suppliers and Suppliers of Last Resort shall submit to the Central Registration Body for posting in the market website the contracting parameters including the general offer, terms and conditions such as indicative average contract price, offers and scope of services being offered by them.</p>	
Registration of Contestable Customers	Section 3, Chapter 2	<p>3. REGISTRATION OF CONTESTABLE CUSTOMERS</p> <p>3.1 Overview</p> <p>Registration shall be in accordance with the certification of contestability issued by the Energy Regulatory Commission which is on a</p>	<p>3. REGISTRATION OF CONTESTABLE CUSTOMERS</p> <p>3.2 Overview</p> <p>Registration shall be in accordance with the certification of contestability issued by the Energy Regulatory Commission or</p>	To harmonize with the Omnibus Rules and cover GEOP End-users and RAGs.

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Title	Section	Provision	Proposed Amendment	Rationale
		<p>“facility” basis in that each certificate is attached to a metering point. For registration purposes, entities who have more than one (1) registered facility shall have multiple registrations and, at their option, each registration may either be as Direct WESM Member or Indirect WESM Member.</p> <p>Directly-connected customers are required to register in the WESM pursuant to WESM Rules Clause 2.2.4.2 whether or not it is certified by the ERC as a Contestable Customer.</p>	<p><u>electricity bill issued by the relevant Distribution Utility notifying that the end-user is eligible to participate in the RCOA or GEOP</u> which is on a “facility” basis in that each certificate is attached to a metering point. For registration purposes, entities who have more than one (1) registered facility shall have multiple registrations and, at their option, each registration may either be as Direct WESM Member or Indirect WESM Member.</p> <p><u>Provided that in case of GEOP End-users that are directly connected to the grid, they shall register in the WESM as Indirect WESM Member.</u></p> <p><u>In case of a Retail Aggregated Group, its Retail Supplier acting as a Retail Aggregator shall consolidate electric power demand of End-users for purpose of purchasing and reselling electricity on a collective basis in the RCOA.</u></p>	

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
			<p><u>Directly Connected Customers may not be a member of a Retail Aggregated Group.</u></p> <p>Directly-connected customers are required to register in the WESM pursuant to WESM Rules Clause 2.2.4.2 whether or not it is certified by the ERC as a Contestable Customer.</p>	
		<p>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 (15th) day of the month:</p> <p>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);</p>	<p>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 for <u>RCOA and GEOP</u> every fifteenth (15th) <u>twentieth (20th)</u> day of the month:</p> <p>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);</p>	<p>To harmonize with Omnibus Rules and DC2021-06-0012.</p>

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Title	Section	Provision	Proposed Amendment	Rationale
		<p>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.</p>	<p>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.</p>	
		<p>3.2.3. If a <i>Contestable Customer</i> intends to voluntarily participate in the <i>WESM</i> directly, it shall enter into a retail supply contract and register as <i>Direct WESM Member</i> and shall fulfill all such registration requirements. If a <i>Contestable Customer</i> does not intend to participate in the <i>WESM</i> but voluntarily entered into a retail supply contract, its <i>Supplier</i> shall register the <i>Contestable Customer</i> with the <i>Central Registration Body</i> in accordance with <i>Retail Rules</i> Clause 3.2.2.3.</p>	<p>3.2.3. If a <i>Contestable Customer</i> intends to voluntarily participate in the <i>WESM</i> directly, it shall enter into a retail supply contract and register as <i>Direct WESM Member</i> and shall fulfill all such registration requirements. If a <i>Contestable Customer</i> does not intend to participate in the <i>WESM</i> but voluntarily entered into a retail supply contract, its <u>Retail Electricity Supplier</u> shall register the <i>Contestable Customer</i> with the <i>Central Registration Body</i> in accordance with <i>Retail Rules</i> Clause 3.2.2.3.</p> <p><u>3.2.4. A GEOP End-user may only be supplied by its Renewable Energy Supplier with electricity generated from renewable energy sources. The electricity consumption of GEOP End-user that is registered in the WESM as</u></p>	<p>To include the provision for GEOP.</p>

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Title	Section	Provision	Proposed Amendment	Rationale
			<u>a Directly Connected Customer shall be covered by bilateral contracts with renewable energy facilities only.</u>	
		3.2.4. The <i>Supplier</i> may submit a switch request to the <i>Central Registration Body</i> for the voluntary registration of <i>Contestable Customer</i> in the <i>WESM</i> in accordance with Retail Rules 3.2.2.1.	3.2.4. 3.2.5. The <i>Retail Electricity Supplier</i> may submit a switch request to the <i>Central Registration Body</i> for the voluntary registration of <i>Contestable</i> <i>Retail Customer</i> in the <i>WESM</i> in accordance with Retail Rules 3.2.2.1.	To harmonize the term used across the Manual. This provision is intended to cover contestable customers and GEOP end—users. We defer to the PEMC Secretariat the adoption of the appropriate clause numbers.
		3.3.1. For voluntary Direct WESM Membership of Contestable Customers, the Contestable Customer (applying as a Direct WESM member) and Supplier shall submit to the Market Operator the specific information and documents as posted in the market information website in accordance with the Retail Rules and this Market Manual.		
		3.3.2. Contestable Customer not wishing to register as a Direct WESM Member, shall be enrolled by its Supplies (applying on behalf of the Contestable Customer) with the Central Registration Body and shall submit specific information and documents as posted in the		

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		market information website in accordance with the Retail Rules and this Market Manual.		
		3.3.3. The Central Registration Body shall immediately assess the completion of the information requirements and it shall notify the Supplier and the Contestable Customer, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request.	3.3.3. The Central Registration Body shall immediately assess the completion of the information requirements and it shall notify the Supplier and the Contestable Customer, as applicable, on the status and further requirements, if any, such as prudential requirement, for the approval of switch request within two (2) working days from the receipt of the switch request.	Suggest to be deleted since the procedure for switching is already identified in the Retail Rules.
		3.3.4. The Central Registration Body shall approve the switch request upon completion of the requirements and it shall notify the new Supplier, the incumbent Supplier, the Contestable Customer (as applicable), the 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 in accordance with the Retail Rules Clause 3.2.2.1 to 3.2.2.3.	3.3.4. The Central Registration Body shall approve the switch request upon completion of the requirements and it shall notify the new Supplier, the incumbent Supplier, the Contestable Customer (as applicable), the 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 in accordance with the Retail Rules Clause 3.2.2.1 to 3.2.2.3.	Suggest to be deleted since the procedure for switching is already identified in the Retail Rules.
		3.4.2. The Central Registration Body shall submit a quarterly report to the ERC and the DOE on the timeliness and completeness of	3.4.2. The Central Registration Body shall submit a quarterly report to the ERC and the DOE on the timeliness and	To harmonize the timelines under the Omnibus Rules.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		the submission of the Distribution Utilities with Section 3.2.1 on or before the 15th day of the month after the end of each quarter.	completeness of the submission of the Distribution Utilities with Section 3.2.1 on or before the 15th 20th day of the month after the end of each quarter.	
Registration of Metering Service Providers	4.1	<p>4.1. Overview</p> <p>Persons or entities wishing to register with the Central Registration Body as a Retail Metering Services Provider must have been authorized and issued the pertinent license or authorization to operate as Retail Metering Services Provider by the ERC and shall register in the WESM as a Retail Metering Services Provider and shall fulfil all such registration requirements as set out in Chapter 2 of the WESM Rules.</p> <p>Upon the commencement of retail competition, Distribution Utilities shall serve as the default Retail Metering Services Provider for Contestable Customers with service addresses located within their franchise area and are deemed registered in the WESM without need of complying with registration requirements.</p>	<p>4.1. Overview</p> <p>Persons or entities wishing to register with the Central Registration Body as a Retail Metering Services Provider must have been authorized and issued the pertinent license or authorization to operate as Retail Metering Services Provider by the ERC and shall register in the WESM as a Retail Metering Services Provider and shall fulfil all such registration requirements as set out in Chapter 2 of the WESM Rules.</p> <p>Upon the commencement of retail competition, Distribution Utilities shall serve as the default Retail Metering Services Provider for Contestable Customers with service addresses located within their franchise area and are deemed registered in the WESM without need of complying with registration requirements.</p>	<p>Currently, the ERC does not issue licenses or authorization to Retail Metering Service Providers and the distribution utilities act as default RMSPs.</p> <p>To allow application of the provision to retail aggregated group and GEOP End-users.</p> <p>To harmonize with Module D6 of the Omnibus Rules.</p>

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
			<p><u>The DU shall be the default RMSP for the Retail Market until the ERC adopts rules that shall govern the process of authorizing other RMSPs other than the NSP. The TransCo/its buyer or concessionaire shall likewise act as the default RMSP for the Directly Connected Retail Customer.</u></p> <p>Before being able to provide metering services for RCOA and/or GEOP, the Metering Services Provider shall register in the WESM as a Retail Metering Services Provider in accordance with Chapter 2 of the WESM Rules and relevant market manuals.</p>	
For Participants Registered in the WESM		<p>1. FOR PARTICIPANTS REGISTERED IN THE WESM</p> <p>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.</p>	<p>2. FOR PARTICIPANTS REGISTERED IN THE WESM</p> <p>The suspension, de-registration, and cessation of the membership of the <u>Retail</u> Suppliers, Retail Metering Services Providers and Contestable Customers <u>and/or GEOP End-users</u> in the WESM shall be governed by the WESM Rules, Retail Rules and relevant Market Manuals, provided that the <u>a</u> Contestable Customer <u>and/or GEOP End-users connected to the Distribution Utility</u>, and/or its relevant <u>Retail</u> Supplier is not</p>	To include the the GEOP End-users and clarify that notice to SO in case of DU-connected customers is not necessary for cessation/suspension.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		<p>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 Central Registration Body.</p>	<p>required to provide notice of cessation of WESM membership of a Contestable Customer to the System Operator.</p> <p>Upon suspension, deregistration, or cessation of membership from the WESM, the <u>Retail</u> Supplier, Retail Metering Services Provider, or Contestable Customer shall also be deemed suspended, deregistered, or ceased with Central Registration Body.</p>	
<p>For Participants Registered with the Central Registration Body Only</p>		<p>2. The cessation of registration of <i>Contestable Customers</i> that are not registered in the WESM but registered with the <i>Central Registration Body</i> shall be governed by the following:</p> <p>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:</p> <ul style="list-style-type: none"> i. Termination from its network; or ii. Reversion to being Captive End-User. 	<p>2. The cessation of registration of Contestable <u>Retail</u> Customers that are not registered in the WESM but registered with the Central Registration Body shall be governed by the following:</p> <p>2.1. The incumbent <u>Retail</u> Supplier or Supplier of Last Resort shall initiate the termination of registration of a Contestable <u>Retail</u> Customer when it receives notice from the relevant Network Service Provider that the Contestable <u>Retail</u> Customer has met any of the following conditions:</p> <ul style="list-style-type: none"> i. Termination from its network; or ii. Reversion to being Captive End-User.; <u>or</u> 	<p>To harmonize the term used across the Manual.</p> <p>To provide the rule in case a GEOP end-user opts to switch to RAP.</p>

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
			iii. <u>A GEOP end-user that switches to RCOA under the Retail Aggregation Program</u>	
		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.	2.2 The incumbent <u>Retail</u> 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 <u>Retail</u> Customer shall cease to be registered, which date shall not be less than thirty (30) business days after the date on which the <u>Retail</u> Supplier sends the notice.	To harmonize the term used across the Manual.
		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 the Contestable Customer, as well as a notice of cessation to the Network Service Provider and copy of its proof of receipt of the notice.	2.3 If the reason for cessation of registration is the termination of the Contestable <u>Retail</u> Customer, the notice to be submitted by the incumbent <u>Retail</u> Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the proof of termination of the Contestable <u>Retail</u> Customer, as well as a notice of cessation to the Network Service Provider and copy of its proof of receipt of the notice.	To harmonize the term used across the Manual.
		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	2.4 If the reason for cessation of registration is the reversion of the Contestable <u>Retail</u> Customer to being a	To harmonize the term used across the Manual.

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Title	Section	Provision	Proposed Amendment	Rationale
		submitted by the incumbent Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by the approval by the ERC 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.	Captive End-User, the notice to be submitted by the incumbent Retail Supplier or Supplier of Last Resort to the Central Registration Body shall be accompanied by <u>proof of compliance under Clause 3.5, 3.6 or 3.7 of the Retail Rules, whichever is applicable.</u> the approval by the ERC 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.	To harmonize with the requirements for reversion to captive under Module K of the Omnibus Rules. We request the RCC Secretariat to provide appropriate references.
		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 no such other date as may be notified by the Central Registration Body which shall be not 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 the requirements.	2.5 The cessation shall be effective on the date stated in the notice submitted by the incumbent Retail Supplier or Supplier of Last Resort or no such other date as may be notified by the Central Registration Body which shall be not less than thirty (30) business days from the date the notice was sent by the incumbent Retail Supplier or Supplier of Last Resort, subject to completeness of the requirements.	To harmonize the term used across the Manual.
		2.6 Upon submission of the notice of cessation by the incumbent Supplier or Supplier of Last Resort on the effective date,	2.6 Upon submission of the notice of cessation by the incumbent Retail Supplier or Supplier of Last Resort on the effective	To harmonize the term used across the Manual.

RETAIL MANUAL REGISTRATION CRITERIA AND PROCEDURES ISSUE 4.0

Title	Section	Provision	Proposed Amendment	Rationale
		the Contestable Customer shall cease to be registered as Contestable Customer with the Central Registration Body and shall cease all activities relevant to a Contestable Customer.	date, the Contestable Retail Customer shall cease to be registered as Contestable Retail Customer with the Central Registration Body and shall cease all activities relevant to a Contestable Retail 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.	2.7 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 Retail Customer shall remain valid and subsisting until fully settled.	To harmonize the term used across the Manual.
		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.	2.8 A Contestable Retail Customer may be registered again with the Central Registration Body upon approval of switch request submitted by a new Retail Supplier, subject to eligibility requirements.	To harmonize the term used across the Manual.

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
Purpose	Clause 1, Chapter 1	<p>PURPOSE Pursuant to Clause 3.2.6 of the Retail Rules, the Central Registration Body shall prepare and publish a Market Manual that sets out in more detail the relevant timelines, requirements, and procedures for carrying out Contestable Customer’s transactions. This Manual presents the criteria, guidelines, and procedures for the Customer Switching requests from Suppliers, Contestable Customer Relocation, and termination of supply contracts that will be administered by the Central Registration Body. This Manual implements relevant provisions of Chapters 3 of the Retail Rules</p>	<p>PURPOSE Pursuant to Clause 3.2.6 3.2.7 of the Retail Rules, the Central Registration Body shall prepare and publish a Market Manual that sets out in more detail the relevant timelines, requirements, and procedures for carrying out Contestable Retail Customer’s transactions. This Manual presents the criteria, guidelines, and procedures for the Customer Switching requests from Retail Suppliers, Contestable Retail Customer Relocation, and termination of supply contracts that will be administered by the Central Registration Body. This Manual implements relevant provisions of Chapters 3 of the Retail Rules</p>	<p>To harmonize the term used across the Manual.</p> <p>To cover all types of Retail Customers – including the GEOP End-users and Retail Aggregated Groups.</p>
Scope of Application	Clause 2, Chapter 1	<p>SCOPE OF APPLICATION</p> <p>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.</p>	<p>SCOPE OF APPLICATION</p> <p>This Manual covers the criteria, guidelines, and procedures for the Customer Switching requests from Retail Suppliers, Contestable Retail Customer Relocation provided in Section 3.2.3 3.2.4 of the Retail Rules, termination of Retail Supply Contracts, and for the Failure of Suppliers in the implementation of retail competition in the WESM.</p>	<p>To harmonize the term used across the Manual.</p> <p>To cover all types of Retail Customers – including the GEOP End-users and Retail Aggregated Groups.</p>

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>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.</p>	<p>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.</p>	
		<p>3.2. References This Manual should be read in association with the –</p> <ul style="list-style-type: none"> a) Republic Act No. 9136 b) Implementing Rules and Regulations of Republic Act No. 9136 c) WESM Rules d) Retail Rules e) WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures f) Retail Manual: Registration Criteria and Procedures g) WESM Dispute Resolution Market Manual h) Department of Energy Circular No. 2012-05-0005 i) Department of Energy Circular No. 2012-011-0010 	<p>3.2. References This Manual should be read in association with the –</p> <ul style="list-style-type: none"> a) Republic Act No. 9136 b) Implementing Rules and Regulations of Republic Act No. 9136 c) WESM Rules d) Retail Rules e) WESM Manual on Registration, Suspension and De-Registration Criteria and Procedures f) Retail Manual: Registration Criteria and Procedures g) WESM Dispute Resolution Market Manual h) Department of Energy Circular No. 2012-05-0005 	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
		j) Department of Energy Circular N0. 2013-01-0002 k) ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers l) Other relevant rules issued by the Energy Regulatory Commission and Department of Energy	i) Department of Energy Circular No. 2012-011-0010 j) Department of Energy Circular N00. 2013-01-0002 k) ERC Rules Supplementing the Switching and Billing Process and Adopting a Disconnection Policy for the Contestable Customers <u>ERC Resolution No. 13, Series of 2024</u> l) Other relevant rules issued by the Energy Regulatory Commission and Department of Energy	
General Guidelines and Scope	Clause 4.2, Chapter 1	4.2. Upon commencement of <i>retail competition</i> , all <i>Suppliers</i> and <i>Contestable Customers</i> shall register in the <i>WESM</i> . <i>Contestable Customers</i> directly connected to Distribution systems shall transact with the Central Registration Body and may voluntarily register in the <i>WESM</i> in accordance with Chapter 3 of the <i>Retail Rules</i> . Provided, however, that the <i>Contestable Customers</i> shall have the option to voluntarily register in the <i>WESM</i> as a <i>Direct WESM Member</i> .	4.2. Upon commencement of <i>retail competition</i>, all <i>Suppliers</i> and <i>Contestable Customers</i> shall register in the <i>WESM</i>. <i>Contestable Customers</i> directly connected to Distribution systems shall transact with the Central Registration Body and may voluntarily register in the <i>WESM</i> in accordance with Chapter 3 of the <i>Retail Rules</i>. Provided, however, that the <i>Contestable Customers</i> shall have the option to voluntarily <u>All Retail Suppliers and GEOP End-users</u> shall register in the <i>WESM</i> . <i>Contestable Customers</i> <u>and GEOP End-users</u> directly connected to Distribution systems shall transact with the Central Registration Body and may voluntarily register in the <i>WESM</i> in accordance with Chapter 3 of the <i>Retail Rules</i> . Provided, however, that the <i>Contestable Customers</i> <u>and GEOP End-users</u> shall have the option to voluntarily	To harmonize the term used across the Manual. To cover GEOP end-users that are DCCs.

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
Responsibilities	Clause 5, Chapter 1	<p>5.1.1. <i>Suppliers</i>. All persons or entities who are duly licensed by the <i>Energy Regulatory Commission as Suppliers to Contestable Customers</i> shall comply with the requirements and procedures set forth in this Manual, in the <i>WESM Rules</i>, and <i>Retail Rules</i>.</p> <p>5.1.2. <i>Contestable Customers</i>. All persons or entities who are certified by the <i>Energy Regulatory Commission as a Contestable Customer</i> shall comply with the requirements and procedures set forth in this Manual, in the <i>WESM Rules</i>, and <i>Retail Rules</i>.</p> <p>5.1.3. <i>Central Registration Body</i>. The <i>Central Registration Body</i> shall be responsible for implementing the guidelines and procedures set forth in this Manual.</p> <p>5.1.4. <i>Service Providers</i>. The relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> shall provide the information or document required of them to enable the</p>	<p>register in the WESM as a <i>Direct WESM Member</i>.</p> <p>5.1.1. <u>Retail Electricity</u> Suppliers. All persons or entities who are duly licensed by the <i>Energy Regulatory Commission as Suppliers to Contestable Customers</i> shall comply with the requirements and procedures set forth in this Manual, in the <i>WESM Rules</i>, and <i>Retail Rules</i>.</p> <p><u>Renewable Energy Suppliers. All persons or entities who possess Retail Electricity Supply licensed from the Energy Regulatory Commission and GEOP Operating Permit from the DOE as Suppliers to GEOP End-users shall register in the WESM under the Customer Trading Participant category comply with the requirements and procedures set forth in this Manual, in the WESM Rules, and Retail Rules.</u></p> <p><u>Registration of Retail Electricity Suppliers and RE Suppliers in the WESM shall be separate.</u></p>	<p>To harmonize with the Omnibus Rules.</p> <p>We defer to PEMC the harmonization of numbering of clauses.</p>

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
		timely assessment and action on <i>Customer Switching</i> and relocation requests.	<p>5.1.2. Contestable <u>Retail</u> <i>Customers</i>. All persons or entities who are certified by the Energy Regulatory Commission <u>relevant Distribution Utility</u> as a <u>qualified Contestable Customer</u> <u>or GEOP End-user, or by the Retail Aggregator as Retail Aggregated Group</u>, shall comply with the requirements and procedures set forth in this Manual, in the <i>WESM Rules</i>, and <i>Retail Rules</i> <u>in participating in Customer Choice Programs</u>.</p> <p>5.1.3. <i>Central Registration Body</i>. The <i>Central Registration Body</i> shall be responsible for implementing the guidelines and procedures set forth in this Manual.</p> <p>5.1.4. <i>Service Providers</i>. The relevant <i>Network Service Provider</i> and <i>Retail Metering Services Provider</i> shall provide the information or document required of them to enable the timely assessment and action on <i>Customer Switching</i> and relocation requests.</p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
Overview	Clause 2.1, Chapter 2	2.1. Customer Switching shall apply to all transfers of Contestable Customers from one Supplier to another.	2.1. Customer Switching shall apply to all transfers of Contestable Retail Customers from one Retail Supplier to another.	To harmonize with the Omnibus Rules.
Overview	Clause 2.2, Chapter 2	2.2. Customer Switching is only applied to Retail Supply Contracts between Suppliers and Contestable Customers. Bilateral supply contracts of Directly Connected Customers or Suppliers with Generation Companies are covered by the customer enrolment procedures as provided for in the WESM Manual on Registration, Suspension, and DeRegistration Criteria and Procedures.	2.2. Customer Switching is only applied to Retail Supply Contracts between Retail Suppliers and Contestable Retail Customers. Bilateral supply contracts of Directly Connected Customers or Suppliers with Generation Companies are covered by the customer enrolment procedures as provided for in the WESM Manual on Registration, Suspension, and DeRegistration Criteria and Procedures.	To harmonize with the Omnibus Rules.
	Clause 2.3, Chapter 2	<p>Before a Switch Request can be submitted by a Supplier, the following must be present:</p> <p>2.3.1. A valid Retail Supply Contract between a Supplier and the Contestable Customer for which the request is made; and</p> <p>2.3.2. An existing and valid wheeling service agreement with the relevant Distribution Utility or Network Service Provider and a metering</p>	<p>Before a Switch Request can be submitted by a Retail Supplier, the following must be present:</p> <p>2.3.1. A valid Retail Supply Contract between a Retail Supplier and the Contestable Retail Customer for which the request is made; and</p>	<p>To harmonize with the Omnibus Rules.</p> <p>To harmonize with Module E of the Omnibus Rules.</p> <p>We defer to PEMC the harmonization of numbering of clauses.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>services agreement with a registered Retail Metering Services Provider covering the Contestable Customer.</p> <p>2.3.3. A certification from the incumbent Supplier or relevant Distribution Utility that the Contestable Customer does not have any outstanding balance.</p>	<p>2.3.2. An existing and valid wheeling service agreement <u>or transmission services agreement</u> with the relevant Distribution Utility or Network Service Provider <u>for a single billing arrangement;</u> and a metering services agreement with a registered Retail Metering Services Provider covering the Contestable Customer.</p> <p>2.3.3. A certification from the incumbent Supplier or relevant Distribution Utility that the Contestable Customer does not have any outstanding balance. <u>A connection agreement with an NSP and an MSA with an RMSP has been executed covering the Retail Customer;</u></p> <p><u>2.3.4. The applicable cooling-off period has expired;</u></p> <p><u>2.3.5. In case of initial switch:</u></p> <p><u>a. The Retail Customer has no outstanding balance with its Network Service Provider</u></p> <p><u>b. The Retail Customer has notified the NSP in writing of its intention to switch and such notification is</u></p>	<p>With regard to the 90-day notice to the NSP, this may be waived by the NSP as agreed during the RCOA-TWG Meeting with ERC and DOE.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>received by the NSP, at least ninety (90) calendar days prior to its intended switch date, provided, however, that concerned NSP may waive such notification requirement and issue switching documents to the Retail Customer;</u></p> <p><u>2.3.6. In case of an aggregated group, the Retail Supplier has notified the concerned DU in writing that an aggregated group has been formed, at least ninety (90) calendar days prior to the intended switch date, provided, however, that concerned NSP may waive such notification requirement and issue switching documents to the Retail Customer.</u></p> <p><u>2.3.7. In case of switch to the Retail Competition and Open Access under the Retail Aggregation Program, the specific conditions therefor under Clause 3.2.3 of the Retail Rules have been complied with;</u></p> <p><u>Once all the conditions set above are met, the prospective Retail Supplier may submit a switch request to the CRB copy</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>furnish its NSP at least thirty (30) calendar days before the intended switch date. The submission of switch request to the CRB later than the said period shall not be a ground for the denial of such request, provided that the Retail Supplier may still comply with the timeline provided under Clause 3.2.2 of the Retail Rules.</u></p> <p>2.3.3. A certification from the incumbent Supplier or relevant Distribution Utility that the Contestable Customer does not have any outstanding balance.</p>	
	2.4	<p>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.</p> <p>The Central Registration Body shall update the registration category of the Contestable</p>	<p>2.4 If a Contestable Customer wishes to switch to a Renewable Energy Supplier <u>or a GEOP End-user wishes to switch to a Retail Electricity Supplier</u>, the new Renewable Energy <u>Retail</u> Supplier shall submit a switch request in accordance with the procedures <u>and requirements</u> under the <u>respective Retail Market Program Retail Manual on Green Energy Option Program Procedures</u>, provided that the end-user is also qualified under applicable</p>	To harmonize with the provision with the Omnibus Rules and integrate provisions for a GEOP-End-user.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>Customer at the switch effective date to the Renewable Energy Supplier to a GEOP End-User.</p>	<p>laws and issuances to be a GEOP End-User.</p> <p><u>2.5 A GEOP End-User that wishes to switch to RCOA under the Retail Aggregation Program shall cease its registration as a GEOP End-user and switch to the RCOA under RAP in accordance with the procedures under the Retail Rules and Market Manuals.</u></p> <p><u>2.6 A Retail Aggregated Member may not register as a single Contestable Customer or GEOP End-user during the registration of its Retail Aggregated Group in the RCOA.</u></p> <p><u>2.7 End-users may not join an existing Retail Aggregated Group that is already registered with the CRB. If so, the Retail Aggregated Group shall cease its registration in accordance with Clause 2.2, register as a new Retail Aggregated Group and facilitate switching under the Retail Aggregated Program.</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>2.8</u> The Central Registration Body shall update the registration category of the Contestable <u>Retail</u> Customer at the switch effective date to the Renewable Energy Supplier to a GEOP End User.</p>	
Submission and Processing of Switch Request	3.1	<p>3.1 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:</p> <p>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;</p> <p>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;</p>	<p>3.1 Once all the <u>applicable conditions under Clause 2.3.3</u> requirements are met, the new <u>Retail</u> 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 by the requesting <u>Retail Supplier, Retail Customer, Distribution Utility and Network Service Provider/Transmission Network Provider that the applicable conditions under Clause 2.3.3 have been met</u> of the following:</p> <p>a) The Supplier and the Contestable Customer of the existence of a retail supply contract between the two parties, and the</p>	To harmonize Clause 3.1 with Clause 2.3.3 and avoid conflict in laying down the requirements for customer switching.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>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</p> <p>d) The incumbent Supplier or, if not served by a Supplier, the relevant Distribution Utility that the Contestable Customer has no outstanding balance.</p> <p>The Central Registration Body may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective organizations.</p> <p>The Supplier or Contestable Customer registering as a Direct WESM Member shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the Contestable Customer, as applicable.</p>	<p>term of the retail supply contract including the effectivity dates;</p> <p>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;</p> <p>e) 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</p> <p>d) The incumbent Supplier or, if not served by a Supplier, the relevant Distribution Utility that the Contestable Customer has no outstanding balance.</p> <p>The Central Registration Body may require submission of appropriate documentation to ensure the authorized representatives have authority to represent their respective</p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>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.</p>	<p>organizations. <u>Provided that in case of a Retail Aggregated Group, its Retail Aggregator/Retail Electricity Supplier shall be deemed to be duly authorized to represent such Retail Aggregated Group.</u></p> <p>The <u>Retail</u> Supplier or Contestable Customer registering as a Direct WESM Member shall also submit the projected metering quantities and the percentage that will be purchased from the WESM by the Contestable Customer, as applicable.</p> <p>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.</p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>3.1.2. Initial Assessment – The Central Registration Body shall immediately evaluate the switch application for completeness of requirements in accordance with Retail Rules Clause 3.2.2.1. The Central Registration Body shall notify the requesting Supplier and the Contestable Customer, 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 switch request.</p>	<p>3.1.2. Initial Assessment – The Central Registration Body shall immediately evaluate the switch application for completeness of requirements in accordance with Retail Rules Clause 3.2.2.1. The Central Registration Body shall notify the requesting <u>Retail</u> Supplier and the Contestable <u>Retail</u> Customer, applicable, on the status and further requirements, if any, such as prudential, <u>documentary or metering</u> requirement, for the approval of switch request, within two (2) <u>three (3)</u> working days from the receipt of switch request.</p>	<p>To reflect Module E6 of the Omnibus Rules.</p>
		<p>3.1.3. Approval of Switch Request – The Central Registration Body shall verify that all conditions set out in Retail Rules Clause 3.2.2.1 to 3.2.2.3 and Section II3.1.1 of this Market Manual are met and verify the membership type of the Contestable Customer whether or not it voluntarily registered as a Direct WESM Member. Based on the foregoing and subject to compliance with prudential requirements, the Central Registration Body will be able to confirm</p>	<p>3.1.3. Approval of Switch Request – <u>For a period of not exceeding seven (7) working days,</u> the Central Registration Body shall verify that all conditions set out in Retail Rules Clause 3.2.2.4 3.2.1 to <u>3.2.3</u> 3.2.2.3 and Section II3.1.4 of this Market Manual are met and verify the membership type of the Contestable <u>Retail</u> Customer, <u>and</u> whether or not it voluntarily registered as a Direct WESM Member <u>in the case of a Contestable Customer</u>. Based on the foregoing and subject to compliance with</p>	<p>To harmonize with the Omnibus Rules.</p> <p>We defer to PEMC on the harmonization of the reference clauses.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		whether the switch is to take effect and when it will take effect.	prudential switch requirements, the Central Registration Body will be able to confirm whether the switch is to take effect and when it will take effect.	
		<p>3.1.3.1. Contestable Customer is registered as Direct WESM Member:</p> <p>a) The Central Registration Body shall inform the Contestable Customer of their updated Prudential Requirements within two (2) working days from the receipt of switch request.</p> <p>b) The Contestable Customer shall update its Prudential Requirements if so required by the Market Operator to ensure that it fully satisfies the Prudential Requirements as set out in the WESM Rules. 7 The Contestable Customer shall post the Prudential Requirements within two (2) working days from Central Registration Body notification.</p> <p>c) Within two (2) working days from confirming that the Contestable Customer has complied</p>	<p>3.1.3.1. Contestable Customer is registered as Direct WESM Member:</p> <p>a) <u>In accordance with the timeline provided under Clause 3.2.2 of the Retail Rules,</u> the Central Registration Body shall inform the Contestable Customer of their updated Prudential Requirements, <u>and the latter shall comply with the same.</u> within two (2) working days from the receipt of switch request.</p> <p>b) The Contestable Customer shall update its Prudential Requirements if so required by the Market Operator to ensure that it fully satisfies the Prudential Requirements as set out in the WESM Rules. 7 The Contestable Customer shall post the Prudential Requirements within two (2)</p>	To harmonize the timeline with the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>with the Prudential Requirements, the Central Registration Body shall notify the new Supplier, the incumbent Supplier, the Contestable Customer and the relevant Distribution Utility or Network Service Provider of the confirmation and approval of the Switch Request and the effective date of the switch in accordance with Retail Rules Clause 3.2.2.2. 8</p> <p>d) The Contestable Customer shall be responsible for ensuring that it has fully complied with its obligations to the incumbent Supplier and the new Supplier, including but not limited to the payment of outstanding obligations and posting of security deposits.</p> <p>Compliance with such requirements will not be verified by the Central Registration Body and are not pre-requisites to its confirmation of the switch. Thus, the contracting parties should be responsible for ensuring that conditions set out in their contracts affected by the switch are fulfilled.</p>	<p>working days from Central Registration Body notification.</p> <p>e) Within two (2) working days from confirming that the Contestable Customer has complied with the Prudential Requirements, the Central Registration Body shall notify the new Supplier, the incumbent Supplier, the Contestable Customer and the relevant Distribution Utility or Network Service Provider of the confirmation and approval of the Switch Request and the effective date of the switch in accordance with Retail Rules Clause 3.2.2.2. 8</p> <p>d) b) The Contestable Customer shall be responsible for ensuring that it has fully complied with its obligations to the incumbent Supplier and the new Supplier, including but not limited to the payment of outstanding obligations and posting of security deposits.</p> <p>Compliance with such requirements will not be verified by the Central Registration Body</p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			and are not pre-requisites to its confirmation of the switch. Thus, the contracting parties should be responsible for ensuring that conditions set out in their contracts affected by the switch are fulfilled.	
		<p>3.1.3.2. Contestable Customer is not a WESM Member:</p> <p>a) The Central Registration Body shall inform the new and incumbent Suppliers of their updated Prudential Requirements within two (2) working days from receipt of the switch request.</p> <p>b) The new Supplier shall submit the additional securities required by the Market Operator to fully satisfy the prudential requirement as set out in the WESM Rules.</p> <p>c) Within two (2) working days from confirmation that the Prudential Requirements are satisfied, the Central Registration Body shall notify the new Supplier, the incumbent Supplier and the relevant Distribution Utility or Network Service Provider of the confirmation</p>	<p>3.1.3.2. Contestable Customer <u>or GEOP End-user</u> is not a WESM Member:</p> <p>a) <u>In accordance with the timeline under Clause 3.2.2 of the Retail Rules,</u> the Central Registration Body shall inform the new and incumbent Suppliers of their updated Prudential Requirements, <u>and the latter shall comply with the same.</u> within two (2) working days from receipt of the switch request.</p> <p>b) The new Supplier shall submit the additional securities required by the Market Operator to fully satisfy the prudential requirement as set out in the WESM Rules.</p> <p>e) Within two (2) working days from confirmation that the Prudential Requirements are satisfied, the Central</p>	To harmonize the timeline with the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>and approval of the switch request and the effective date of the switch in accordance with Retail Rules Clause 3.2.2.3.</p> <p>d) The Contestable Customer shall be responsible for ensuring that it has fully complied with its obligations to the incumbent Supplier and Direct WESM Member counterparty, and the new Supplier, including but not limited to the payment of outstanding obligations and posting of security deposits.</p> <p>Compliance with such requirements will not be verified by the Central Registration Body and are not pre-requisites to its confirmation of the switch.</p>	<p>Registration Body shall notify the new Supplier, the incumbent Supplier and the relevant Distribution Utility or Network Service Provider of the confirmation and approval of the switch request and the effective date of the switch in accordance with Retail Rules Clause 3.2.2.3.</p> <p>d) <u>b)</u> The Contestable Customer shall be responsible for ensuring that it has fully complied with its obligations to the incumbent Supplier and Direct WESM Member counterparty, and the new Supplier, including but not limited to the payment of outstanding obligations and posting of security deposits.</p> <p>Compliance with such requirements will not be verified by the Central Registration Body and are not pre-requisites to its confirmation of the switch.</p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
		New	<p><u>3.1.4. Rectification of Switch Request Deficiencies - All deficiencies in its submission should be completed by the Retail Supplier, Retail Customer/Eligible End-user, DU, NSP/TNP, or RMSP, whichever is applicable, within five (5) working days after receipt of the CRB's notice. The maximum seven (7) day period to complete the switch request evaluation shall be tolled pending the submission of the deficiencies, if any.</u></p>	To harmonize with the Omnibus Rules.
		<p>3.2. Disapproval of Customer Switch</p> <p>3.2.1. The Central Registration Body shall disapprove a switch request if the Supplier does not submit all the requirements under this Market Manual within the prescribed timeframe.</p> <p>3.2.2. Notwithstanding the disapproval of switch request under Section 3.2.1, the Supplier may submit a new switch request when all conditions have been met.</p>	<p>3.2. Disapproval of Customer Switch</p> <p>3.2.1. The Central Registration Body shall disapprove a switch request if the <u>Retail</u> Supplier does not submit all the requirements under this Market Manual within the prescribed timeframe.</p> <p>3.2.2. Notwithstanding the disapproval of switch request under Section 3.2.1, the <u>Retail</u> Supplier may submit a new switch request when all conditions have been met.</p>	To harmonize the term used across the Manual.

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		3.2.3. Non-compliance by the Distribution Utility in the submission of customer information should not result in the disapproval of the switch request.	3.2.3. Non-compliance by the Distribution Utility in the submission of customer information should not result in the disapproval of the switch request.	
Coverage	Clause 1, Chapter 3	This section provides for the conditions and procedures for implementing and giving effect to customer relocation upon the request of a <i>Contestable Customer</i> .	This section provides for the conditions and procedures for implementing and giving effect to customer relocation upon the request of a <i>Contestable Retail Customer</i> .	To harmonize the term used across the Manual.
Overview	Clause 2.1, Chapter 3	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	<u>Customer Relocation within the DU Franchise Area</u> 2.1 A Contestable Retail Customer that wishes to relocate to a new service address area and wishes to continue to be served by its present Retail Supplier shall send a prior request for relocation of service to the Retail Supplier, <u>copy furnished the CRB, at least thirty (30) calendar days before the planned relocation date.</u> and the relevant Distribution Utility or Network Service Provider	To harmonize with the provisions of the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>Within one (1) working day from receipt of the Request for relocation, the Retail supplier shall:</u></p> <ul style="list-style-type: none"> c. <u>inform the Retail Customer whether it shall continue or discontinue its service at the Retail Customer's new location. In case of discontinuance, the Retail Supplier shall provide the reason therefor; and</u> d. <u>provide CRB with a copy of the Request for Relocation of the Service and notice to continuance or discontinuance of service at the new location.</u> <p><u>In the event that the Retail Supplier opted not to continue the service at the new location, the Retail Customer shall have the following options:</u></p> <ul style="list-style-type: none"> c. <u>Remain under service of its incumbent Retail Supplier; or</u> d. <u>Prior to relocation, find a new Retail Supplier and undergo the Switching Procedures.</u> 	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>If the Retail Supplier shall continue its service, the CRB shall forward the request for relocation of service to the concerned DU within one (1) working day from receipt of notice from Retail Supplier.</u></p> <p><u>Within two (2) working days from receipt of the CRB's notice, the DU shall send a notice of approval or disapproval of such request to CRB.</u></p> <p><u>Within one (1) working day from receipt, the CRB shall forward the DU's notice to the Retail Supplier.</u></p> <p><u>In case of approval, the Retail Supplier shall enter a new or amend the DWSA with the DU within three (3) working days from receipt of the approval.</u></p> <p><u>Within two (2) working days from execution of the DWSA, the DU Shall send a notice to the CRB that the DWSA has been entered into and the effective date and time for the commencement of the service in the new location,</u></p> <p><u>Within one (1) working day from receipt of such notice, the CRB shall forward the</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>DU's notice of the DWSA to the Retail Supplier.</u></p> <p><u>Within one (1) working day from receipt of the CRB's notice, the Retail Supplier shall forward the notice to its Retail Customer.</u></p> <p><u>The DU and the Retail Customer shall have a new connection agreement at the new location. The relocation date shall take into consideration the DU's completion of connection facilities at the new location.</u></p> <p><u>Customer Relocation to Another Franchise Area</u></p> <p><u>A Retail Customer who intends to transfer to a new service address in another Franchise Area shall be governed by the procedures for new applications.</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
	3.1	3.1 If the present Supplier agrees to continue to provide service, the Contestable Customer shall submit a Customer Relocation Form to the Central Registration Body evidencing the concurrence of the Supplier and the relevant Distribution Utility or Network Service Provider	3.1. If the present Supplier agrees to continue to provide service, the Contestable Customer shall submit a Customer Relocation Form to the Central Registration Body evidencing the concurrence of the Supplier and the relevant Distribution Utility or Network Service Provider	Suggest deletion since proposed revision to Clause 2.1 already reflected the procedures for customer relocation.
	3.2	<p>3.2. If the present Supplier does not agree to continue to provide service:</p> <p>a) The <i>Contestable Customer</i> shall switch to a new <i>Supplier</i> in accordance with the requirements and procedures set out in Clause 3.2.2 of the <i>Retail Rules</i> and Chapter II of this Manual prior to relocation.</p> <p>b) If a <i>Contestable Customer</i> fails to comply with the conditions set out in the previous paragraph, the <i>Central Registration Body</i> shall notify the <i>Supplier</i> and the relevant <i>Distribution</i></p>	<p>3.2. 3.1 If the present <i>Retail</i> Supplier does not agree to continue to provide service:</p> <p>a) The <i>Contestable</i> <i>Retail Customer</i> shall switch to a new <i>Retail Supplier</i> in accordance with the requirements and procedures set out in Clause 3.2.2 of the <i>Retail Rules</i> and Chapter II of this Manual prior to relocation.</p> <p>b) If a <i>Contestable</i> <i>Retail Customer</i> fails to comply with the conditions set out in the previous paragraph, the <i>Central Registration</i></p>	To harmonize the term used across the Manual.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p><i>Utility or Network Service Provider. The Distribution Utility or Network Service Provider shall then not permit relocation to a new service area or if the relocation has already been effected, the Distribution Utility or Network Service Provider concerned shall cause disconnection of the Contestable Customer.</i></p>	<p><i>Body shall notify the Supplier and the relevant Distribution Utility or Network Service Provider. The Distribution Utility or Network Service Provider shall then not permit relocation to a new service area or if the relocation has already been effected, the Distribution Utility or Network Service Provider concerned shall cause disconnection of the Contestable Customer.</i></p>	
Types of Termination of Supply Contracts	Clause 2.1.1, Chapter 4	<p>Non-renewal – If the incumbent Supplier does not intend to renew the supply contract upon its expiration, the Supplier shall send a notice of non-renewal to the Contestable Customer and the Central Registration Body within thirty (30) calendar days prior to the expiration of the said supply contract.</p>	<p>Non-renewal – If the incumbent Retail Supplier does not intend to renew the supply contract upon its expiration, the Supplier shall send a notice of non-renewal to the Contestable Retail Customer and the Central Registration Body within thirty (30) calendar days prior to the expiration of the said supply contract.</p>	To harmonize the term used across the Manual.
	Clause 2.1.2, Chapter 4	<p>Pre-termination – If the incumbent Supplier intends to terminate the contract prior to the expiration of its term, the Supplier shall send a notice of pretermination to the Contestable Customer in accordance with the terms specified in the contract to the Central</p>	<p>Pre-termination – If the incumbent Retail Supplier intends to terminate the contract prior to the expiration of its term, the Retail Supplier shall send a notice of pretermination to the Contestable Retail Customer in accordance with the terms</p>	To harmonize with the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
		Registration Body and to the relevant Network Service Provider and Retail Metering Services Provider	<p>specified in the contract to the Central Registration Body and to the relevant Network Service Provider and Retail Metering Services Provider.</p> <p><u>In case of a Retail Aggregated Group, it shall have the right to terminate its contract if the Retail Aggregator/Supplier commits any of the following:</u></p> <ul style="list-style-type: none"> a. <u>Breach of confidentiality regarding the Aggregated Member's information;</u> b. <u>Excess billing of the contracted electricity rate to its Aggregated Group unless measures were immediately taken by the Retail Supplier upon discovery of error;</u> c. <u>Revocation of WESM membership;</u> d. <u>Non-payment on its obligation to the DU, Generation Company and WESM, among others;</u> e. <u>Final Decision issued by any Courts in the Philippines convicting the Retail Supplier of</u> 	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>any crime or offense involving fraud or deceit;</u></p> <p>f. <u>The LRSE attributable to the Retail Supplier as provided in the SOLR Rules shall likewise be considered as act of default; and</u></p> <p>g. <u>Any other circumstances which the ERC may deem as an act of default or breach.</u></p>	
Options for Affected Contestable Customer in case of Termination of Supply Contract	Clause 2.2, Chapter 4	2.2.1. Switch option for Non-renewal or pre-termination – In case of non-renewal or pre-termination, the Contestable Customer shall switch to a new Supplier in accordance with the requirements and procedures set out in Clause 3.2.2 of the Retail Rules.	<p>2.2.1. Switch option for Non-renewal or pre-termination – In case of non-renewal or pre-termination, the Contestable Retail Customer shall switch to a new Retail Supplier in accordance with the requirements and procedures set out in Clause 3.2.2 of the Retail Rules.</p> <p><u>In case of non-renewal or pre-termination of a retail supply contract of a Retail Aggregated Group, it shall have the option to revert to the captive market in accordance with Clause 3.7 of the Retail Rules.</u></p>	To harmonize with the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
Submission of Notices	Clause 3.1.1, Chapter 4	3.1.1 Notice of Non-renewal – The Supplier shall send the notice to the Contestable Customer and the Central Registration Body within thirty (30) working days prior to the expiration of the said supply contract.	Notice of Non-renewal – The Retail Supplier shall send the notice to the Contestable Retail Customer and the Central Registration Body within thirty (30) working days prior to the expiration of the said supply contract.	To harmonize the term used across the Manual.
Submission of Notices	Clause 3.1.2, Chapter 4	3.1.2. Notice of Pre-termination – The incumbent Supplier shall send a prior notice of termination to the Contestable Customer in accordance with the terms specified in the contract to the Central Registration Body and to the relevant Network Service Provider and Metering Service Provider.	Notice of Pre-termination – The incumbent Retail Supplier shall send a prior notice of termination to the Contestable Retail Customer in accordance with the terms specified in the contract to the Central Registration Body and to the relevant Network Service Provider and Metering Service Provider.	To harmonize the term used across the Manual.
Procedures for Non-renewal or Termination	Clause 3.2.1, Chapter 4	3.2.1. Switch to a New Supplier – If a Contestable Customer switches to a new Supplier, the following procedures shall apply: a) A new Supplier shall submit a switch request to the Central Registration Body following the procedures for switching; b) Central Registration Body shall process the Switch Request in accordance with the switching procedures of this Manual;	3.2.1. Switch to a New Supplier – If a Contestable Retail Customer switches to a new Retail Supplier, the following procedures shall apply: a) A new Retail Supplier shall submit a switch request to the Central Registration Body following the procedures for switching; b) Central Registration Body shall process the Switch Request in accordance with the switching procedures of this Manual;	To harmonize the term used across the Manual.

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>c) Once the switch is successfully approved and implemented, the Central Registration Body shall confirm the termination of the previous Retail Supply Contract; and</p> <p>d) Within two (2) working days of confirming the termination above, the Central Registration Body shall send a notification letter to the previous Supplier, Contestable Customer and its new Supplier.</p>	<p>c) Once the switch is successfully approved and implemented, the Central Registration Body shall confirm the termination of the previous Retail Supply Contract; and</p> <p>d) Within two (2) working days of confirming the termination above, the Central Registration Body shall send a notification letter to the previous Retail Supplier, Contestable Retail Customer and its new Retail Supplier.</p>	
Coverage	Clause 1, Chapter 5	This section establishes the requirements and procedures for implementing and approving, if necessary, the transfer of Contestable Customers affected by a Last Resort Supply Event to a SOLR	This section establishes the requirements and procedures for implementing and approving, if necessary, the transfer of Contestable Retail Customers affected by a Last Resort Supply Event to a SOLR	To harmonize the term used across the Manual.
Overview	Clause 2.1, Chapter 5	A Contestable Customer shall be transferred to the SOLR upon occurrence of any of the following Last Resort Supply Events:	<p>A Contestable Retail Customer shall be transferred to the SOLR upon occurrence of any of the following Last Resort Supply Events:</p> <p>a. The Supplier has ceased to operate;</p>	To harmonize with the SLRE events provided under the Omnibus Rules.

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p>b. The Supplier’s license or authorization has been revoked by the ERC;</p> <p>c. <u>The Supplier’s operating permit, in the case of a Renewable Energy Supplier, has been revoked by the DOE;</u></p> <p>e <u>d.</u> The Supplier is no longer permitted to trade in the WESM due to suspension, deregistration or cessation of membership;</p> <p>d <u>e.</u> The agreements for transmission, wheeling or distribution services with the relevant Network Service Provider or Distribution Utility have been terminated;</p> <p>f. <u>Either party terminated the RSC due to breach of contract, Provided, that the Retail Customer did not cause the breach;</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>g. The Retail Supplier has given notice to the ERC that it will no longer provide supply of electricity;</u></p> <p><u>h. The Retail Supplier has unilaterally terminated the RSC without just cause;</u></p> <p><u>i. The Retail Supplier does not agree to continue providing supply to the Retail Customer in the event of relocation of the latter and the Retail Customer fails to switch to another Retail Supplier in time for such relocation;</u></p> <p><u>j. The Retail Supplier has defaulted in its RSC with an Aggregated Group;</u></p> <p><u>k. Any other event which the ERC may deem as a last resort supply event, subject to the submission of a letter-request by the Retail</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p align="center"><u>Supplier with pertinent information and/or documents, for ERC’s consideration.</u></p>	
	<p>Clause 2.2, Chapter 5</p>	<p>2.2. When the <i>Central Registration Body</i> receives notice of the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected <i>Contestable Customer/s</i>, the SOLR, the defaulting <i>Supplier</i>, if practicable, of the occurrence and the effective date of the transfer to the SOLR. Within two (2) <i>working days</i> from receiving notice of the last resort event, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the Grid-connected <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is its <i>Direct WESM Member counterparty</i>, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p>	<p>2.2. When the <i>Central Registration Body</i> receives notice of the occurrence of any of the aforementioned last resort events, a notification shall be sent to the affected <i>Contestable Customer/s</i>, the SOLR, the defaulting <i>Supplier</i>, if practicable, of the occurrence and the effective date of the transfer to the SOLR. Within two (2) <i>working days</i> from receiving notice of the last resort event, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p> <p>For the Grid-connected <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is its <i>Direct WESM Member counterparty</i>, the <i>Contestable Customer</i> shall notify the <i>Central Registration Body</i> and the SOLR if it chooses to be served by the latter.</p>	<p>To align with Module G4 of the Omnibus Rules.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>For the <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is not its <i>Direct WESM Member counterparty</i> (due to existence of multiple suppliers), the avilment of SOLR service must be approved first by the <i>Contestable Customer's Direct WESM Member counterparty</i> before the <i>Central Registration Body</i> and the SOLR are notified.</p> <p>A <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter, the <i>Contestable Customer</i> shall submit additional securities required by the <i>Market Operator</i> to fully satisfy the prudential requirements set out in the <i>WESM Rules</i>.</p>	<p>For the <i>Contestable Customer</i> that is an <i>Indirect WESM Member</i> and the defaulting <i>Supplier</i> is not its <i>Direct WESM Member counterparty</i> (due to existence of multiple suppliers), the avilment of SOLR service must be approved first by the <i>Contestable Customer's Direct WESM Member counterparty</i> before the <i>Central Registration Body</i> and the SOLR are notified.</p> <p>A <i>Contestable Customer</i> that is a <i>Direct WESM Member</i> may choose a) to be served by the SOLR following the timeline set out in Clause 3.4.3; or, b) not to be served by the SOLR. If it chooses the latter, the <i>Contestable Customer</i> shall submit additional securities required by the <i>Market Operator</i> to fully satisfy the prudential requirements set out in the <i>WESM Rules</i>.</p> <p><u>Upon receipt of notice of intention to avail Last Resort Supply from the Retail Customer and that there is an LRSE, the following procedures shall apply,</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>without need for confirmation or further action from the ERC:</u></p> <p>a. <u>Within one (1) working day from the receipt of notice from Retail Customer, the CRB shall send notice of intention to avail Last Resort Supply to all Retail Suppliers acting as SOLR and the DU acting as SOLR within the Franchise Area where the Retail Customer is located; The notice shall include the information of the Retail Customers provided by the incumbent Retail Supplier to the CRB under Clause 3.4.2:</u></p> <p>b. <u>Within one (1) working day from receipt of the notice of intention to avail of Last Resort Supply, the notified SOLRs, through the CRB, shall inform the Retail Customer of its offer. The offer shall contain the following:</u></p>	

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			<p>i. <u>the effective date of transfer which shall also be the commencement of the Last Resort Supply;</u></p> <p>ii. <u>the details of the terms and conditions of the SOLR contract; and</u></p> <p>iii. <u>of their right to transfer to another Retail Supplier, purchase its energy requirement from WESM, at any time after the commencement of the Last Resort Supply, subject to the provisions on SOLR Billing;</u></p> <p>c. <u>If the Retail Customer agrees to the terms and conditions of the chosen SOLR and its attendant contract, said Retail Customer shall:</u></p> <p>iii. <u>Sign the SOLR contract; and</u></p> <p>iv. <u>Pay the corresponding cash security deposit.</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p>d. <u>Within one (1) working day upon signing of the SOLR contract and payment of the deposit, the SOLR shall submit a switch request to the CRB;</u></p> <p>e. <u>Within one (1) working day from receipt of SOLR request, the RMSP shall conduct a special meter reading of the Retail Customer's usage, to delineate the consumption between the Retail Supplier and the SOLR, subject to special meter reading charges;</u></p> <p>f. <u>The date of the Final Meter Reading shall be the commencement date of Last Resort Supply, provided that the switch request is compliant with the switching procedures under this Rules.</u></p>	

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Title	Clause	Provision	Proposed Amendment	Rationale
Procedures	3	<p>3.1. Terms of Supply Contract and Applicable Rates - Within one (1) <i>working day</i> upon receiving notice from the <i>Contestable Customer</i>, the <i>Supplier of Last Resort</i> shall inform the <i>Contestable Customer</i> of the terms of its supply contract and the applicable rates.</p> <p>3.2. Submission and Processing of Switch Request (Switch to SOLR) – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the <i>Central Registration Body</i> no later than two (2) <i>working days</i> after being notified of the occurrence of the <i>Last Resort Supply Event</i>. The switch request form shall be in accordance with the requirements under Clause 3.2.2 and 3.2.3 of the <i>Retail Rules</i> and Section II.3 of this manual.</p> <p>3.3. Assessment and Approval – Upon receipt of the request, the <i>Central Registration Body</i> shall evaluate the form in accordance with the procedures under Clause 3.2.2 and 3.2.3 of the <i>Retail Rules</i> and Section II.3 of this manual.</p> <p>3.4. Disconnection – The <i>Central Registration Body</i> shall initiate disconnection</p>	<p>3.1. Terms of Supply Contract and Applicable Rates – Within one (1) <i>working day</i> upon receiving notice from the <i>Contestable Customer</i>, the <i>Supplier of Last Resort</i> shall inform the <i>Contestable Customer</i> of the terms of its supply contract and the applicable rates.</p> <p>3.2. Submission and Processing of Switch Request (Switch to SOLR) – Once all parties agree, an accomplished switch request form shall be submitted by the SOLR to the <i>Central Registration Body</i> no later than two (2) <i>working days</i> after being notified of the occurrence of the <i>Last Resort Supply Event</i>. The switch request form shall be in accordance with the requirements under Clause 3.2.2 and 3.2.3 of the <i>Retail Rules</i> and Section II.3 of this manual.</p> <p>3.3. Assessment and Approval – Upon receipt of the request, the <i>Central Registration Body</i> shall evaluate the form in accordance with the procedures under Clause 3.2.2 and 3.2.3 of the <i>Retail Rules</i> and Section II.3 of this manual.</p>	<p>Recommend deletion since the procedures for switching to SOLR are already proposed to be included under Clause 2.2 and new provisions for disconnection is proposed which is based on the Omnibus Rules.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>of a <i>Contestable Customer</i> based on the following grounds:</p> <p>3. PROCEDURES</p> <p>a) Failure of the <i>Contestable Customer</i> to give notice within the period set out in the <i>Retail Rules</i>;</p> <p>b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the <i>Retail Rules</i>; or</p> <p>c) Failure to enter into a contract with the SOLR.</p>	<p>3.4. Disconnection – The <i>Central Registration Body</i> shall initiate disconnection of a <i>Contestable Customer</i> based on the following grounds:</p> <p>3. PROCEDURES</p> <p>a) Failure of the <i>Contestable Customer</i> to give notice within the period set out in the <i>Retail Rules</i>;</p> <p>b) Provision of notice that it elects not to be transferred to a SOLR within the period set out in the <i>Retail Rules</i>; or</p> <p>e) Failure to enter into a contract with the SOLR.</p>	
			<p><u>VI. DISCONNECTION AND RECONNECTION PROCESS</u></p> <p><u>1. Retail Customer’s Failure to Pay its Retail Supplier</u></p> <p><u>1.1. If a Retail Customer fails to pay the Retail Supplier for supply of electricity as it falls due, the Retail</u></p>	<p>To adopt disconnection and reconnection procedures under Module H of the Omnibus Rules.</p> <p>IEMOP, however, manifests that Modules H1.5 and H1.6 of the Omnibus Rules were not</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>Supplier shall send a written Notice of Disconnection to the Retail Customer, copy furnished the CRB, forty-eight (48) hours before the date of disconnection.</u></p> <p><u>1.2. The CRB shall forward the Notice of Disconnection to the NSP within twenty-four (24) hours from receipt of said notice.</u></p> <p><u>1.3. If the Retail Customer fails to settle its obligation in full within the 48-hour period, the Retail Supplier may send a Request for Disconnection to the CRB. The latter shall then forward the Request for Disconnection to the NSP within the 24-hour period from receipt of said request.</u></p> <p><u>1.4. The NSP shall disconnect the Retail Customer within twenty-four (24) hours, except during weekends, holidays, and on any other day before 8AM and beyond 5PM, from receipt of the Request for Disconnection and notify the CRB that the Retail Customer has been disconnected. The NSP shall not be responsible for verifying</u></p>	<p>incorporated in the proposal because it refers to disputes that is within the ERC's jurisdiction.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u><i>the validity of the Retail Supplier's request for disconnection.</i></u></p> <p>1.5. <u><i>The Retail Customer may settle its obligation in full and present proof of such payment, unless otherwise agreed with the Retail Supplier before the actual disconnection. The Retail Supplier shall advise in writing the CRB and the NSP to desist from disconnection of supply.</i></u></p> <p>2. <u>Failure of Retail Supplier to Pay NSP</u></p> <p>2.1. <u><i>If a Retail Supplier fails to pay for the Wheeling Service by the due date, the NSP shall send a written Notice of Disconnection to the CRB that the supply of electricity under the wheeling service agreement will be terminated within seven (7) calendar days from the Retail Supplier's receipt of such notice.</i></u></p> <p>2.2. <u><i>The CRB shall forward the Notice of Disconnection to the Retail Supplier within one (1) hour upon receipt of the notice. Thereafter, the CRB shall forward the duly</i></u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>received Notice of Disconnection to the NSP.</u></p> <p><u>2.3. If the Retail Supplier fails to pay within forty-eight (48) hours following said notice, the NSP shall send a copy of the Notice of Disconnection to the affected Retail Supplier's Retail Customers.</u></p> <p><u>2.4. The Retail Customer shall enter into a SOLR contract following the provisions under requirements under the Retail Rules and relevant Market Manuals.</u></p> <p><u>2.5. If at the time of disconnection is to be made, the Retail Supplier tenders full payment of the unpaid bill to the NSP, the NSP shall desist from disconnecting the supply of electricity and the CRB shall be informed of such development at the soonest possible time. Provided however, that the Retail Supplier can only invoke this provision once for the same unpaid bill.</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>3. Reconnection of Retail Supply</u></p> <p><u>3.1. Any Notice of Reconnection shall be initiated by the entity who requested for the disconnection of the Retail Customer, whether it is a Retail Supplier or an NSP.</u></p> <p><u>3.2. Retail Customer shall be reconnected by the NSP within twenty-four (24)</u></p> <p><u>3.3. The Retail Supplier shall then request for a reconnection of its Retail Customer by submitting a Notice of Reconnection to the NSP through the CRB within the same twenty-four (24) hour period from fulfillment of Clause 3.2.</u></p> <p><u>3.4. In the case of a disconnected Retail Customer whose disconnection was requested by multiple suppliers, the reconnection will only be executed when the Primary Retail Supplier has issued the</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>Notice of Reconnection to the NSP.</u></p> <p><u>3.5. In case of disconnection due to failure to pay by the Retail Supplier to the NSP, the NSP shall issue a Notice of Reconnection to the CRB copy furnished the said Retail Supplier.</u></p> <p><u>3.6. The CRB shall forward said notice to the Retail Supplier's Retail Customer at the most practicable time. The Retail Supplier may opt to renegotiate its contract with the affected Retail Customer.</u></p> <p><u>3.7. The affected Retail Customer shall have the right to continue availing the services of its Retail Supplier or continue to be served by a SOLR until such time that an RSC with a new Retail Supplier has been approved.</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>4. Disconnection and Reconnection of SOLR Service</u></p> <p><u>4.1. In the event the Retail Customer violates any provision of the SOLR contract and fails to pay the SOLR for services rendered on the due date, the SOLR may send a 48-hour written Notice of Disconnection to the Retail Customer.</u></p> <p><u>4.2. If the Retail Customer fails to pay the amount within the 48-hour period, the SOLR shall inform the CRB to disconnect said Retail Customer.</u></p> <p><u>4.3. The CRB shall forward the said Notice of Disconnection to the NSP and shall execute such request within twenty-four (24) hours from the receipt of the notice from CRB. No reconnection shall be made until the latter settles all obligations owed to SOLR.</u></p> <p><u>5. Deferment of Disconnection</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>5.1. The disconnection may be deferred should any of the following occur:</u></p> <p><u>a. The outstanding amount due and demanded was settled prior to the scheduled disconnection date. The Retail Supplier shall advise the CRB and NSP to desist from disconnecting supply upon receipt of the Retail Customer payment;</u></p> <p><u>b. The Retail Supplier has recalled the Notice of Disconnection as a result of a special payment agreement or restructuring agreement entered into by the Retail Supplier and Retail Customer prior to the scheduled disconnection date;</u></p> <p><u>c. The Retail Supplier has recalled the Notice of Disconnection for any valid reason not stated above; and</u></p> <p><u>d. The ERC or lawful authority has issued a stay order after due notice and hearing.</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>5.2. The disconnected Retail Customer shall continue to be liable for any or all of its outstanding obligations and liabilities under ERC issuances, WESM Rules and all other existing retail contracts they are a party to.</u></p> <p><u>5.3. The procedures for disconnection, deferment of disconnection and reconnection of Retail Customer shall also be governed by the NSP's existing rules, and other ERC and DOE relevant issuances.</u></p> <p><u>5.4. Furthermore, notwithstanding the service of a notice, disconnection may be suspended should any of the following or similar circumstances: (a) Any occupant, whether permanent or not, is sick and dependent on a life support system requiring electricity. Provided, that the customer can present a medical</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>certificate issued by a duly licensed physician or public health official certifying that the suspension of disconnection would be especially dangerous to the health of said person;</u> <u>(b) Retail Customer proves he did not receive a Statement of Account from the Retail Supplier or SOLR; and</u> <u>(c) Retail Customer is being billed in a single statement for consumption covering several billing cycles due to the failure of the Retail Supplier or SOLR to issue a timely billing statement.</u></p> <p><u>5.5. For item (a), the suspension of disconnection shall only be made during the dependency of the occupant on the life support which shall not exceed two (2) months from such suspension.</u></p> <p><u>5.6. For item (b), the reason should not be the refusal of the Retail Customer to accept the bill.</u></p>	

RETAIL MANUAL MARKET TRANSACTIONS PROCEDURES ISSUE 4.0

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>5.7. For item (c), the Retail Customer must pay the current billing on its due date and should enter into a staggered payment scheme within the period equivalent to the number of months covering the unpaid bills.</u></p> <p><u>5.8. The NSP may disconnect electricity service without written notice, only if a dangerous or hazardous condition arises. Service will not be reconnected until the dangerous or hazardous condition has been addressed.</u></p>	

RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
	2.3	<p>GENERAL COMPLIANCE</p> <p>This Manual supplements the minimum requirements in the <i>Philippine Distribution Code</i> and relevant <i>ERC</i> issuances for <i>metering installations</i> of <i>Retail Customers</i>. Any <i>metering installation</i> of a higher level of accuracy or functionality than the standards in the <i>Philippine Distribution Code</i> and relevant <i>ERC</i> issuances and this standard may also be installed.</p> <p>For <i>GEOP End-User</i>, the <i>Retail Metering Services Provider</i> 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.</p>	<p>GENERAL COMPLIANCE</p> <p>This Manual supplements the minimum requirements in the <i>Philippine Distribution Code</i> and relevant <i>ERC</i> issuances for <i>metering installations</i> of <i>Retail Customers</i>. Any <i>metering installation</i> of a higher level of accuracy or functionality than the standards in the <i>Philippine Distribution Code</i> and relevant <i>ERC</i> issuances and this standard may also be installed.</p> <p>For <i>GEOP End-User</i>, the <i>Retail Metering Services Provider</i> 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.</p> <p><u>For a Retail Aggregated Group, the metering data of all its members shall be aggregated and transmitted to metering database of the Central Registration Body using a virtual meter.</u></p>	

RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
Registration Procedures	4.4.1(a)	<p>4.4.1 Submission of Application Form and Pertinent Documents</p> <p>If the <i>metering installation</i> of a <i>Retail Customer</i> subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i>, the prospective <i>Supplier</i> 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 <i>Supplier</i>. In turn, its <i>Retail Metering Services Provider</i> shall submit the following to the <i>Central Registration Body</i> using the Central Registration and Settlement System.</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i>. xxx</p>	<p>4.4.1 Submission of Application Form and Pertinent Documents</p> <p>If the <i>metering installation</i> of a <i>Retail Customer</i> subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i>, the prospective <i>Supplier</i> 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 <i>Supplier</i>. In turn, its <i>Retail Metering Services Provider</i> shall submit the following to the <i>Central Registration Body</i> using the Central Registration and Settlement System.</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i>. xxx</p> <p>c) Meter Testing</p>	<p>Suggest deleting this requirement since MIRF request is already created in the CRSS. It will contain the significant metering details needed for metering process; hence an equivalent document is no longer necessary.</p> <p>The Omnibus Rules does not require meter test report for any threshold of monthly peak demand.</p>

RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p>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</p> <p>d) Documentation of other special features of the meter.</p>	
Procedures	Clause 3.3.3, Chapter 5	<p>3.3.3 Meter A meter shall be numbered using the following convention:</p> <p>BY- (WWW-XXXX-YY-CCCC-NN)</p> <p>Where:</p> <p>B Shall be a one (1) letter initial designating the purpose of the meter. Refer to Table A-1 for the standard purpose designations of meters.</p> <p>Y Shall be a one (1) digit number designating the function of the meter. The standard function designations are as follows: 1 – Delivered (OUT), 2 – Received (IN), 3 – Bi-directional (IN&OUT).</p>	<p>3.3.3 Meter</p> <p>3.3.3.1. A meter shall be numbered using the following convention:</p> <p>BY- (WWW-XXXX-YY-CCCC-NN)</p> <p>Where:</p> <p>B Shall be a one (1) letter initial designating the purpose of the meter. Refer to Table A-1 for the standard purpose designations of meters.</p> <p>Y Shall be a one (1) digit number designating the function of the meter. The</p>	To provide meter naming convention for Retail Aggregated Groups.

RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>(WWW-XXXX-YY-CCCC-NN) Shall be the Standard Equipment Identification Number of the <i>metering installation</i> where the <i>meter</i> is located.</p>	<p>standard function designations are as follows: 1 – Delivered (OUT), 2 – Received (IN), 3 – Bi-directional (IN&OUT). Shall be the Standard Equipment Identification Number of the <i>metering installation</i> where the <i>meter</i> is located.</p> <p>Example:</p> <p>Where: R3-ARA-MEC0-01-PLDT-01 R Main <i>meter</i> purpose designation 3 Bi-directional function designation (WWW-XXXX-YY-CCCC-NN) Standard Equipment Identification Number of the <i>metering installation</i> where the <i>meter</i> is located (See sample in Section 3.3.2 for details)</p> <p><u>3.3.3.2. In case of a virtual meter for Retail Aggregated Groups, such virtual meter shall be numbered using the following convention:</u></p>	

RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
			<p><u>RV-AAABBBBCC-DDDDEE</u></p> <p><u>Where:</u> <u>RV</u> <u>representation of virtual SEIN for retail aggregated group</u></p> <p><u>AAABBBBCC</u> <u>SEIN of grid off-take metering point where group is connected</u></p> <p><u>DDDDEE</u> <u>unique short name for group</u></p> <p><u>The Retail Aggregated Group shall be assigned with a unique short name in the convention below:</u></p> <p><u>DDDDEEA</u></p> <p><u>Where:</u> <u>DDDDEE</u> <u>unique short name for retail aggregated group</u> <u>A</u> <u>representation of short name for an aggregated group</u></p>	

RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale																																	
Determining the Metered quantities of Contestable Customers	6.6	<p>6.6 DETERMINING THE METERED QUANTITIES OF CONTESTABLE CUSTOMERS</p> <p>The <i>metered quantity</i> of each <i>Retail Customer</i> shall be determined as the net metered flows at their respective <i>metering points</i>, before adjustment for site-specific losses as stated in <i>Retail Rules</i> Clause 3.3.5.1</p>	<p>6.6 DETERMINING THE METERED QUANTITIES OF CONTESTABLE <u>RETAIL</u> CUSTOMERS</p> <p>The <i>metered quantity</i> of each <i>Retail Customer</i> shall be determined as the net metered flows at their respective <i>metering points</i>. <i>In case the Retail Customer is directly connected to the grid, its metered quantity shall be determined as the net metered flow at its metering point</i>, before adjustment for site-specific losses as stated in <i>Retail Rules</i> Clause 3.3.5.1 <u>3.3.2.1</u>.</p>	<p>To harmonize with the term used across the Manual.</p> <p>To reflect the correct process for Retail Customer, consistent with Retail Rules 3.3.2.1.</p>																																	
RCOA Metering Process	Appendix C	<p>RCOA METERING PROCESS</p> <table border="0"> <tr> <td>Central</td> <td>Retail</td> <td>Contestable</td> </tr> <tr> <td>Registration</td> <td>Metering</td> <td>Customer/</td> </tr> <tr> <td>Body</td> <td>Services</td> <td>Retail</td> </tr> <tr> <td></td> <td>Provider</td> <td>Electricity</td> </tr> <tr> <td></td> <td></td> <td>Supplier</td> </tr> </table>	Central	Retail	Contestable	Registration	Metering	Customer/	Body	Services	Retail		Provider	Electricity			Supplier	<p>RCOA METERING PROCESS</p> <table border="0"> <tr> <td>Central</td> <td>Retail</td> <td>Contestable</td> </tr> <tr> <td>Registration</td> <td>Metering</td> <td><u>Retail</u></td> </tr> <tr> <td>Body</td> <td>Services</td> <td>Customer/</td> </tr> <tr> <td></td> <td>Provider</td> <td>Retail</td> </tr> <tr> <td></td> <td></td> <td>Electricity</td> </tr> <tr> <td></td> <td></td> <td>Supplier</td> </tr> </table>	Central	Retail	Contestable	Registration	Metering	<u>Retail</u>	Body	Services	Customer/		Provider	Retail			Electricity			Supplier	<p>To harmonize with the term used across the Manual.</p>
Central	Retail	Contestable																																			
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RETAIL MANUAL METERING STANDARDS AND PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
RCOA Metering Process	Appendix C	<p>Flowchart –</p> <p><small>Retail Metering Standards and Procedures Page 41 of 45</small></p>	<p>Flowchart amendments –</p> <ol style="list-style-type: none"> 1) Replace the box pertaining to “SSLA allocation” with “Computation of Captive MQ”, <u>subject to Section 6.6 herein.</u> 2) Replace the box with “Send Raw and Allocated Meter Data” with “Send Raw and Captive Meter Data”, and, 3) Remove reference to allocated meter data for Retail Customers; Replace box with “Receive raw and allocated meter data” with “Receive raw meter data” 	<p>To reflect the correct process for Retail Customer, consistent with Retail Rules 3.3.2.1 and Section 6.6 under Retail Manual Metering Standards and Procedures</p>

RETAIL MANUAL: DISCLOSURE AND CONFIDENTIALITY OF RETAIL CUSTOMER INFORMATION

Title	Clause	Provision	Proposed Amendment	Rationale
	Running Title	Disclosure and Confidentiality of Contestable Customer Information	Disclosure and Confidentiality of Contestable <u>Retail</u> Customer Information	To reflect the term Retail Customer in the running title.

2.4. Interpretation

Any reference to a section or clause in any Chapter of this Manual shall refer to the particular section or clause of the same Chapter in which the reference is made, unless otherwise specified or the context provides otherwise.

WESM RULES

Title	Clause	Provision	Proposed Amendment	Rationale
				We defer to PEMC on the harmonization of the terms “Retail Suppliers” and “Retail Customers” across the Rules, except when otherwise is proposed herein.
	1.3.2.	New provision	<u>Virtual Meter. A mathematical model that uses process conditions to estimate flow rates instead of a physical meter. It is used to create a calculated meter point from one or more physical meters.</u>	To define virtual meter as provided under the Omnibus Rules.
	4.4.1	<p>4.4.1 Submission of Application Form and Pertinent Documents</p> <p>If the <i>metering installation of a Retail Customer</i> subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i>, the prospective <i>Supplier</i> 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 <i>Supplier</i>. In turn, its <i>Retail Metering Services</i></p>	<p>4.4.1 Submission of Application Form and Pertinent Documents</p> <p>If the <i>metering installation of a Retail Customer</i> subject to a <i>switch request</i> is not yet registered with the <i>Central Registration Body</i>, the prospective <i>Supplier</i> 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 <i>Supplier</i>. In turn, its <i>Retail</i></p>	<p>Suggest deleting the requirement to submit an MIRF requirement since MIRF request is already created in the CRSS. It will contain the significant metering details needed for metering process; hence an equivalent document is no longer necessary.</p> <p>The Omnibus Rules does not require meter test report for any threshold of monthly peak</p>

WESM RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p><i>Provider</i> shall submit the following to the <i>Central Registration Body</i> using the Central Registration and Settlement System.</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i>.</p> <p>b) Single Line Diagram</p> <p>Simplified Single Line Diagram of <i>the Distribution Utility's</i> network showing the connection of the <i>Retail Customer's metering point</i> to the default <i>grid off-take metering point</i> and other nearest <i>grid off-take metering points</i>.</p> <p>If the <i>Retail Customer</i> is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the <i>Retail Customer's metering point</i> to the main grid substation.</p> <p>c) Meter Testing</p>	<p><i>Metering Services Provider</i> shall submit the following to the <i>Central Registration Body</i> using the Central Registration and Settlement System.</p> <p>a) Accomplished Metering Installation Registration Form (MIRF) per metering point as published in the <i>market information web site</i>.</p> <p>b) Single Line Diagram</p> <p>Simplified Single Line Diagram of <i>the Distribution Utility's</i> network showing the connection of the <i>Retail Customer's metering point</i> to the default <i>grid off-take metering point</i> and other nearest <i>grid off-take metering points</i>.</p> <p>If the <i>Retail Customer</i> is a grid-connected customer, it shall submit the Single Line Diagram showing the connection of the <i>Retail Customer's metering point</i> to the main grid substation.</p> <p>c) Meter Testing</p>	<p>demand. Since the metering data of Retail Aggregated Group will be transmitted to the CRB/Market Operator via the virtual meters, no testing will be required.</p>

WESM RULES

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>For <i>Retail Customers</i> having an average monthly peak demand of 1MW and above, the <i>Retail Metering Services Provider</i> shall submit all prior test results of its <i>meter</i> within the last two (2) years; and</p> <p>d) Documentation of other special features of the meter.</p>	<p>For <u>Contestable Customers and GEOP End-users</u> having an average monthly peak demand of 1MW and above, the <i>Retail Metering Services Provider</i> shall submit all prior test results of its <i>meter</i> within the last two (2) years.; and</p> <p>d) Documentation of other special features of the meter.</p>	
Glossary		<p>Retail Customer. An electricity end-user that is qualified to contract electricity supply from <i>Suppliers</i>, in accordance with qualifications issued by the ERC. For avoidance of doubt, this shall refer to <i>Contestable Customers</i> that are allowed to participate in the Retail Competition and Open Access as prescribed in the <i>Act</i> and/or <i>End-Users</i> that are allowed to participate in the <i>Green Energy Option Program</i> as prescribed in the Renewable Energy Act of 2008 or RE Law.</p>	<p>Retail Customer. An electricity end-user that is qualified to contract electricity supply from <u>Retail Suppliers as a Contestable Customer, GEOP End-user or Retail Aggregated Group</u>, in accordance with qualifications issued by the ERC. For avoidance of doubt, this shall refer to <i>Contestable Customers</i> that are allowed to participate in the Retail Competition and Open Access as prescribed in the <i>Act</i> and/or <i>End-Users</i> that are allowed to participate in the <i>Green Energy Option Program</i> as prescribed in the Renewable Energy Act of 2008 or RE Law.</p>	

WESM REGISTRATION, SUSPENSION AND DE-REGISTRATION CRITERIA AND PROCEDURES MANUAL

Title	Clause	Provision	Proposed Amendment	Rationale
	2.5.1.2	<p>Customers</p> <p>a) A person or entity that engages in the activity of purchasing electricity supplied through the transmission system or the distribution system to a connection point may register with the Market Operator as a Customer.</p> <p>b) The following are qualified to register as Customer –</p> <p>Distribution Utilities, including private distribution utilities, electric cooperatives and local government utilities undertaking distribution of electricity.</p> <p>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.</p>	<p>Customers</p> <p>a) A person or entity that engages in the activity of purchasing electricity supplied through the transmission system or the distribution system to a connection point may register with the Market Operator as a Customer.</p> <p>b) The following are qualified to register as Customer –</p> <p>Distribution Utilities, including private distribution utilities, electric cooperatives and local government utilities undertaking distribution of electricity.</p> <p>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.</p>	<p>To incorporate Section 2.4.2 of the GEOP Manual.</p>

WESM REGISTRATION, SUSPENSION AND DE-REGISTRATION CRITERIA AND PROCEDURES MANUAL

Title	Clause	Provision	Proposed Amendment	Rationale
		<p>Renewable Energy Suppliers that have been authorized by the ERC and DOE to engage in the provision or supply of electric power from renewable energy resources to End-Users participating in the Green Energy Option Program, provided, however, that the Renewable Energy Supplier may only register in the WESM upon commencement of the Green Energy Option Program.</p> <p>xxx</p>	<p>Renewable Energy Suppliers that have been authorized by the ERC and DOE to engage in the provision or supply of electric power from renewable energy resources to End-Users participating in the Green Energy Option Program, provided, however, that the Renewable Energy Supplier may only register in the WESM upon commencement of the Green Energy Option Program.</p> <p><u>Registration of the entities in the WESM as a Retail Electricity Supplier and/or Renewable Energy Supplier shall be separate.</u></p> <p>xxx</p>	
	2.5.3.1	<p>Authorization. The Applicant must have a valid and unexpired license, certificate or franchise to undertake the activities for which it is applying for WESM membership.</p>	<p>Authorization. The Applicant must have a valid and unexpired license, <u>operating permit</u>, certificate or franchise to undertake the activities for which it is applying for WESM membership.</p>	

WESM BILLING AND SETTLEMENT MANUAL

Title	Clause	Provision	Proposed Amendment	Rationale
Switch Request	7.4.7	<p>7.4.7 Switch Request</p> <p>a) Upon receipt of a valid <i>switch request</i>, the <i>Market Operator</i> as the <i>Central Registration Body</i> shall immediately assess the compliance of the new <i>Supplier</i> and <i>Retail Customer</i>, as applicable, with the <i>prudential requirements</i>.</p> <p>b) The <i>Market Operator</i> shall calculate the additional security required from the new <i>Supplier</i> and <i>Retail Customer</i>, as applicable, using the following formula:</p> $AS_{s,c} = \frac{HMQ_c}{n_c} \times \frac{35}{30} \times MQE_{s,c} \times AAMP_{past\ 12\ billing\ period}$ <p>Where: <i>AS_{s,c}</i> additional security, in PhP, to be provided by <i>Supplier s</i> for the switch of <i>Retail Customer c</i></p> <p><i>HMQ_c</i> historical total <i>metered quantity</i>, in MWh, of <i>Retail Customer c</i> from the past twelve (12) months</p>	<p>7.4.7 Switch Request</p> <p>a) Upon receipt of a valid <i>switch request</i>, the <i>Market Operator</i> as the <i>Central Registration Body</i> shall immediately assess the compliance of the new <i>Supplier</i> and <i>Retail Customer</i>, as applicable, with the <i>prudential requirements</i>.</p> <p>b) The <i>Market Operator</i> shall calculate the additional security required from the new <i>Supplier</i> and <i>Retail Customer</i>, as applicable, using the following formula:</p> $AS_{s,c} = \frac{HMQ_c}{n_c} \times \frac{35}{30} \times MQE_{s,c} \times AAMP_{past\ 12\ bi}$ <p>Where: <i>AS_{s,c}</i> additional security, in PhP, to be provided by <i>Supplier s</i> for the switch of <i>Retail Customer c</i></p>	<p>This is to adopt a prudential requirement that is more current to the exposure of Retail Suppliers.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		<p>nc number of days covered by the historical total <i>metered quantity</i> of <i>Retail Customer c</i></p> <p><i>MQEs,c metered quantity</i> exposure to the WESM, in %, of <i>Retail Customer c</i> when supplied by <i>Supplier s</i></p> <p><i>AAMPpast 12 billing periods average actual market price</i>, in PhP/MWh, for the past twelve (12) <i>billing periods</i></p>	<p><i>HMQc</i> historical total <i>metered quantity</i>, in MWh, of <i>Retail Customer c</i> from the past twelve (12) months</p> <p>nc number of <i>months</i> covered by the historical total <i>metered quantity</i> of <i>Retail Customer c</i></p> <p><i>MQEs,c metered quantity</i> exposure to the WESM, in %, of <i>Retail Customer c</i> when supplied by <i>Supplier s</i></p> <p><i>AAMPpast 12 billing periods average actual market price</i>, in PhP/MWh, for the past twelve (12) <i>billing periods</i></p>	
		<p>9.1.12 In case of non-compliance with Clauses 9.1.10 and 9.1.11, the <i>Market Operator</i> shall promptly inform the affected parties to re-submit bilateral contract declaration.</p> <p>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 <i>Renewable Energy Suppliers</i>, it is understood that the said process shall take effect no later than fifteen (15) days from</p>	<p>9.1.12 In case of non-compliance with Clauses 9.1.10 and 9.1.11, the <i>Market Operator</i> shall promptly inform the affected parties to re-submit bilateral contract declaration.</p> <p>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 <i>Renewable Energy Suppliers</i>, it is</p>	<p>We suggest deleting the provision since re-submission of BCQ is not favored under the existing policies of the DOE. Moreover, the provision relates to monitoring of market transactions of retail suppliers which is beyond the fundamental functions of the Market Operator.</p>

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Title	Clause	Provision	Proposed Amendment	Rationale
		the date of issuance of the requisite software certificate of the system enhancements.	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.	

GEOP PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
PURPOSE	1.1	1.1 PURPOSE xxx	1.1 PURPOSE xxx	Suggest deletion since the proposed amendments to the Retail Rules and Manuals already incorporates provisions for GEOP.
SCOPE OF APPLICATION	1.2	1.2 SCOPE OF APPLICATION XXX	1.2 SCOPE OF APPLICATION XXX	Suggest deletion since the proposed amendments to the Retail Rules and Manuals already incorporates provisions for GEOP.
		2.2.1. In order to supply to <i>GEOP End-Users</i> , entities that hold valid operating permit from the <i>DOE</i> to act as a <i>Renewable Energy Supplier</i> and a Retail Electricity Supplier license from the <i>ERC</i> shall register in the <i>WESM</i> before transacting with the <i>Central Registration Body</i> .	2.2.1. In order to supply to <i>GEOP End-Users</i>, entities that hold valid operating permit from the <i>DOE</i> to act as a <i>Renewable Energy Supplier</i> and a Retail Electricity Supplier license from the <i>ERC</i> shall register in the <i>WESM</i> before transacting with the <i>Central Registration Body</i>.	Suggest deleting since Clause 5.1.1. of the Retail Market Transaction Procedures Manual already provides for the requirements for registration of RE Suppliers.
		2.2.2. An end-user that has met the <i>GEOP Demand Threshold</i> and chooses to source its supply from a <i>Renewable Energy Supplier</i> shall be registered by its <i>Renewable Energy Supplier</i> with the <i>Central Registration Body</i> as a <i>GEOP End-User</i> .	2.2.2. An end-user that has met the <i>GEOP Demand Threshold</i> and chooses to source its supply from a <i>Renewable Energy Supplier</i> shall be registered by its <i>Renewable Energy Supplier</i> with the <i>Central Registration Body</i> as a <i>GEOP End-User</i>.	Proposed amended Clause 3.2.1.3 of the Retail Rules already designates retail suppliers, including RE Suppliers as entities responsible

GEOP PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
				entity to register the end-user with the CRB.
		2.2.3. The <i>Metering Services Provider</i> of a <i>GEOP End-User</i> shall register with the <i>Central Registration Body</i> as a <i>Retail Metering Services Provider</i> .	2.2.3. The <i>Metering Services Provider</i> of a <i>GEOP End-User</i> shall register with the <i>Central Registration Body</i> as a <i>Retail Metering Services Provider</i>.	This provision is already covered by Clause 2.5.1 of the Retail Rules.
		2.2.4. The <i>Distribution Utility</i> of a <i>GEOP End-User</i> shall register with the <i>Central Registration Body</i> as a <i>Supplier of Last Resort</i> .	2.2.4. The <i>Distribution Utility</i> of a <i>GEOP End-User</i> shall register with the <i>Central Registration Body</i> as a <i>Supplier of Last Resort</i>.	Proposed Clause 2.4.4. of the Retail Rules already covers this.
		2.2.5. The <i>Distribution Utility</i> shall inform the <i>End-User</i> of its eligibility to participate in the <i>Green Energy Option Program</i> by conspicuously indicating it in the <i>End-User's</i> monthly bill.	2.2.5. The <i>Distribution Utility</i> shall inform the <i>End-User</i> of its eligibility to participate in the <i>Green Energy Option Program</i> by conspicuously indicating it in the <i>End-User's</i> monthly bill.	Suggest deleting this since the ERC sets the requirements and mode in determining eligibility of end-users to qualify as retail customers. Also, the proposed amendment to Clause 2.2.1 already covers this.
		2.3.1. The <i>Central Registration Body</i> 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 <i>Central Registration Body</i> shall be responsible for maintaining and ensuring completeness of registration records and inform the MSP of the updated list of switches.	2.3.1. The <i>Central Registration Body</i> 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 <i>Central Registration Body</i> shall be responsible for maintaining and ensuring completeness of registration records and inform the MSP of the updated list of switches.	The proposed amendments to Clause 1.4.1.1 of the Retail Rules already covers this.
		2.3.2. The <i>Central Registration Body's</i> 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;	2.3.2. The <i>Central Registration Body's</i> 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,	This provision was adopted in support of Clause 2.3.3 of the GEOP Procedures. Since the said clause is proposed to be deleted, this provision is likewise proposed to be removed.

GEOP PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
		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.	including any amendments or modifications thereto;— - b) Notices and other communications to and from the requesting parties, and other parties or agencies;— e) Assessment forms and related internal communications; and— d) d) Document submission from the requesting parties	
		2.3.3. The <i>Central Registration Body</i> shall submit records as stated in Section 2.3.2 to the <i>ERC</i> every 15th day of the month.	2.3.3. The <i>Central Registration Body</i> shall submit records as stated in Section 2.3.2 to the <i>ERC</i> every 15th day of the month.—	Suggest deletion since this is already incorporate under the proposed amendments to Clause 2.3.1.4 of the Retail Rules in line with Module N5 of the Omnibus Rules.
		2.4.1. <i>Renewable Energy Suppliers</i> shall register in the <i>WESM</i> as <i>Direct WESM Members</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as provided for in Chapter 2 of the <i>WESM Rules</i> , which shall include the operating permit issued by the <i>DOE</i> and Retail Electricity Supplier license by the <i>ERC</i> .	2.4.1. <i>Renewable Energy Suppliers</i> shall register in the <i>WESM</i> as <i>Direct WESM Members</i> under the <i>Customer Trading Participant</i> category and shall fulfill all such registration requirements as provided for in Chapter 2 of the <i>WESM Rules</i>, which shall include the operating permit issued by the <i>DOE</i> and Retail Electricity Supplier license by the <i>ERC</i>.—	Suggest deleting since Clause 5.1.1. of the Retail Market Transaction Procedures Manual already provides for the requirements for registration of RE Suppliers.
		2.4.2. <i>Suppliers</i> already registered in the <i>WESM</i> shall be separately registered as <i>Renewable Energy Suppliers</i> upon submission of operating permit issued by the <i>DOE</i> .	2.4.2. <i>Suppliers</i> already registered in the <i>WESM</i> shall be separately registered as <i>Renewable Energy Suppliers</i> upon submission of operating permit issued by the <i>DOE</i>.—	Suggest deleting since Clause 5.1.1. of the Retail Market Transaction Procedures Manual already provides for the requirements for registration of RE Suppliers.
		2.4.3. Upon registration in the <i>WESM</i> , <i>Renewable Energy Suppliers</i> shall be deemed registered with the	2.4.3. Upon registration in the <i>WESM</i>, <i>Renewable Energy Suppliers</i> shall be deemed registered with the	Suggest deletion since registration of Retail Suppliers, including RE

GEOP PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
		<i>Central Registration Body</i> and shall be allowed to transact with the <i>Central Registration Body</i> for their customers under the <i>GEOP</i> .	the <i>Central Registration Body</i> and shall be allowed to transact with the <i>Central Registration Body</i> for their customers under the <i>GEOP</i> .	Suppliers in the WESM, already implies that they may supply to their customers.
		2.4.4. A <i>Renewable Energy Supplier</i> may de-register in the <i>WESM</i> by following the procedures in Chapter 2 of the <i>WESM Rules</i> . The <i>Renewable Energy Supplier</i> shall be deregistered with the <i>Central Registration Body</i> upon the effectivity of its de-registration from the <i>WESM</i> .	2.4.4. A <i>Renewable Energy Supplier</i> may de-register in the <i>WESM</i> by following the procedures in Chapter 2 of the <i>WESM Rules</i>. The <i>Renewable Energy Supplier</i> shall be deregistered with the <i>Central Registration Body</i> upon the effectivity of its de-registration from the <i>WESM</i>.	Suggest deletion since Chapter 2 of the WESM Rules is understood to be applicable to the registered customers in the WESM, including RE Suppliers.
		2.5.1. Every 15th day of the month, <i>Network Service Providers</i> shall notify the <i>Central Registration Body</i> and provide the customer information required in Section Error! Reference source not found. of this manual of any <i>end-user</i> that has met the <i>GEOP Demand Threshold</i> .	2.5.1. Every 15th day of the month, <i>Network Service Providers</i> shall notify the <i>Central Registration Body</i> and provide the customer information required in Section Error! Reference source not found. of this manual of any <i>end-user</i> that has met the <i>GEOP Demand Threshold</i>.	Suggest deletion since this is no longer required under the Omnibus Rules.
		2.5.2. All <i>Network Service Providers</i> shall submit the following information to the <i>Central Registration Body</i> on newly qualified <i>end-users</i> within its franchise area that has met the <i>GEOP Demand Threshold</i> : <ul style="list-style-type: none"> 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. 	2.5.2. All <i>Network Service Providers</i> shall submit the following information to the <i>Central Registration Body</i> on newly qualified <i>end-users</i> within its franchise area that has met the <i>GEOP Demand Threshold</i>: <ul style="list-style-type: none"> b. End user name; c. Billing and service addresses; d. End-user's account number; e. End-user contact information (telephone numbers and e-mail addresses); f. Meter number; g. Meter specifications (interval metering, channels); and 	Suggest deletion since this is no longer required under the Omnibus Rules.

GEOP PROCEDURES

Title	Clause	Provision	Proposed Amendment	Rationale
			h. Confirmation that the end user has signified interest to participate under GEOP.—	
		2.5.3. <i>Network Service Providers</i> shall use the form published by the <i>Central Registration Body</i> in the <i>market information website</i> in providing the customer information of the end-users identified under Section 2.5.2.	2.5.3. <i>Network Service Providers</i> shall use the form published by the <i>Central Registration Body</i> in the <i>market information website</i> in providing the customer information of the end-users identified under Section 2.5.2.—	Suggest deletion since Clause 2.5.2 is no longer required under the Omnibus Rules and is proposed to be deleted.
		2.5.4. Registration with the Central Registration Body xxx	2.5.4. Registration with the Central Registration Body xxx	Suggest deletion since proposed amendments to Clause 3.2 of the Retail Registration Criteria and Procedures already covers this.
		2.5.5. Cessation of Registration xxx	2.5.5. Cessation of Registration xxx	Suggest deletion since proposed amendments to Clause 2 of the Retail Registration Criteria and Procedures already covers this and the Omnibus Rules only adopts similar procedures for RCOA and GEOP re disconnection.
		2.6. Metering 2.6.1. Registration with the Central Registration Body xxx	2.6. Metering 2.6.1. Registration with the Central Registration Body xxx	Suggest deletion since the proposed amendments to Clause 4 of the Retail Registration Criteria and Procedures already covers this.
		2.6.2. De-registration xxx	2.6.2. De-registration xxx	Suggest deletion since Chapter 2 of the WESM Rules, Market Manuals and Retail Rules are already applicable to all types of RMSPs.
		2.7. SUPPLIER OF LAST RESORT	2.7. SUPPLIER OF LAST RESORT	Suggest deletion since the proposed amendments to Clause

GEOP PROCEDURES				
Title	Clause	Provision	Proposed Amendment	Rationale
				2.4.4 of the Retail Rules and WESM Rules already cover this.
		2.8. CONTINUING COMPLIANCE	2.8. CONTINUING COMPLIANCE	Suggest deletion since Clause 2.9 of the WESM Registration, Suspension and De-Registration and Criteria and Procedures is already applicable to the RE Suppliers, SOLR and RMSP in GEOP.
		SECTION 3. CUSTOMER TRANSFER 3.1 COVERAGE xxx	SECTION 3. CUSTOMER TRANSFER 3.2 COVERAGE xxx	Suggest deletion since the proposed amendments to the Retail Rules and Retail Market Transaction Procedures already cover this.
		3.2. OVERVIEW xxx	3.2. OVERVIEW xxx	proposed amendments to the Retail Rules and Retail Market Transaction Procedures already cover this.
		3.3. SWITCHING TO A RENEWABLE ENERGY SUPPLIER 3.3.1 xxx 3.3.2 xxx 3.3.3 xxx 3.3.4 xxx 3.3.5 xxx 3.3.6 xxx 3.3.7 xxx 3.3.8 xxx 3.3.9 xxx 3.3.10 xxx 3.3.11 xxx	3.3 SWITCHING TO A RENEWABLE ENERGY SUPPLIER 3.3.1 xxx 3.3.2 xxx 3.3.3 xxx 3.3.4 xxx 3.3.5 xxx 3.3.6 xxx 3.3.7 xxx 3.3.8 xxx 3.3.9 xxx 3.3.10 xxx 3.3.11 xxx	Suggest deletion since the proposed amendments to the Retail Rules and Retail Market Transaction Procedures which is based on the Omnibus Rules already cover this.
		3.4. SWITCHING TO A SUPPLIER THAT IS NOT A RENEWABLE ENERGY SUPPLIER	3.4. SWITCHING TO A SUPPLIER THAT IS NOT A RENEWABLE ENERGY SUPPLIER	Suggest deletion since the proposed amendments to the Retail

GEOP PROCEDURES				
Title	Clause	Provision	Proposed Amendment	Rationale
		3.4.1. xxx 3.4.2. xxx	3.4.1. xxx 3.4.2. xxx	Rules and Retail Market Transaction Procedures which is based on the Omnibus Rules already cover this. Further, the proposed amendments are based Omnibus Rules which adopts similar procedures and timelines for switching between RCOA and GEOP programs. Furthermore, the proposed amendments identifies the specific requirements for GEOP - i.e. renewable energy supply contract and eligibility threshold.
		3.5. REVERSION TO THE CAPTIVE MARKET 3.6.1 xxx 3.6.2 xxx 3.6.3 xxx 3.6.4 xxx 3.6.5 xxx 3.6.6 xxx	3.5. REVERSION TO THE CAPTIVE MARKET 3.5.1 xxx 3.5.2 xxx 3.5.3 xxx 3.5.4 xxx 3.5.5 xxx 3.5.6 xxx	Suggest deletion since the Omnibus Rules already adopts a new criteria for the reversion to the captive market which is already part of the current proposal.
		3.6. CUSTOMER RELOCATION 3.6.1 xxx 3.6.2 xxx 3.6.3 xxx 3.6.4 xxx 3.6.5 xxx 3.6.6 xxx	3.6. CUSTOMER RELOCATION 3.6.1 xxx 3.6.2 xxx 3.6.3 xxx 3.6.4 xxx 3.6.5 xxx 3.6.6 xxx	Suggest deletion since the Omnibus Rules already adopts new procedures for customer relocation which are already part of the current proposal.

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Title	Clause	Provision	Proposed Amendment	Rationale
		3.7. PROHIBITED GEOP END-USER TRANSFER xxx	3.7. PROHIBITED GEOP END-USER TRANSFER- xxx	Suggest deletion since the Omnibus Rules already adopts new procedures for customer switching which are already part of the current proposal.
		3.8. TERMINATION OF SUPPLY 3.8.1. xxx 3.8.2. xxx 3.8.3. xxx 3.8.4. xxx 3.8.5. xxx 3.8.6. xxx	3.8. TERMINATION OF SUPPLY- 3.8.1. xxx- 3.8.2. xxx- 3.8.3. xxx- 3.8.4. xxx- 3.8.5. xxx- 3.8.6. xxx-	Suggest deletion since the proposed amendments to Clause 3.2.5.5 of the Retail Rules already covers GEOP.
		3.9. TRANSFER TO A SUPPLIER OF LAST RESORT 3.9.1 xxx 3.9.2 xxx 3.9.3 xxx 3.9.4 xxx 3.9.5 xxx 3.9.6 xxx 3.9.7 xxx 3.9.8 xxx	3.9. TRANSFER TO A SUPPLIER OF LAST RESORT- 3.9.1 xxx- 3.9.2 xxx- 3.9.3 xxx- 3.9.4 xxx- 3.9.5 xxx- 3.9.6 xxx- 3.9.7 xxx- 3.9.8 xxx-	Suggest deletion since the Omnibus Rules already adopts new procedures for switching to SOLR which are already part of the current proposal.
		3.10 DISCONNECTION AND RECONNECTION 3.10.1 xxx 3.10.2 xxx 3.10.3 xxx 3.10.4 xxx 3.10.5 xxx 3.10.6 xxx 3.10.7 xxx	3.10 DISCONNECTION AND RECONNECTION 3.10.1 xxx 3.10.2 xxx 3.10.3 xxx 3.10.4 xxx 3.10.5 xxx 3.10.6 xxx 3.10.7 xxx	Suggest deletion since proposed Chapter IV of the Retail Market Transactions Procedures already covers this procedure.

GEOP PROCEDURES				
Title	Clause	Provision	Proposed Amendment	Rationale
		3.11 REPORTING 3.11.1 xxx 3.11.2 xxx 3.11.3 xxx 3.11.4 xxx	3.11 REPORTING 3.11.1 xxx 3.11.2 xxx 3.11.3 xxx 3.11.4 xxx	Suggest deletion since proposed amendments to Clause 2.3.1.4 of the Retail Rules already covers submission of the identified data belonging to GEOP End-users.
		3.12 Disputes 3.12.1 xxx 3.12.2 xxx 3.12.3 xxx	3.12 Disputes 3.12.1 xxx 3.12.2 xxx 3.12.3 xxx	Suggest deletion since Clause 1.7 of the Retail Rules provides for enforcement and disputes related to the Retail Market. Likewise, Module 3 of the Omnibus Rules gives right to dispute retail supply contract, electricity bill and file complaint before the ERC, regular courts, board or tribunal.
		Section 4. Metering	Section 4. Metering	Suggest deletion since 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 already apply to GEOP End-users.
		Section 5. Settlement xxx	Section 5 Settlement xxx	Suggest deletion since Settlement for transactions of GEOP End-users is already covered under the WESM Rules, WESM BSM and Retail MSP.

Note: For convenience, please underline and put in bold letters the proposed additions and strikethrough the proposed deletions.