**PLEASE NOTE: THIS IS NOT AN OFFICIAL VERSION OF THE**

**WHOLESALE ELECTRICITY MARKET RULES.**

**This document is a compilation of the Wholesale Electricity Market Rules that are intended to be in force from commencement of the new Market. As such, this document may not show WEM Rules (including amendments to them) that apply up until that time.**

**CONSOLIDATED 'COMPANION' VERSION OF THE**

**WHOLESALE ELECTRICITY MARKET RULES  
(as at 29 April 2023)**

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| **This 'companion' version of the WEM Rules** reflects the Wholesale Electricity Market Rules ('WEM Rules') that, subject to any subsequent amendments after the date this 'companion' version was prepared, are intended to be in force from commencement of the new Market.  The amendments made by the Minister for Energy (under regulation 7(5) of the *Electricity Industry (Wholesale Electricity Market) Regulations 2004*) that give effect to the Wholesale Electricity Market Reforms are shown in this version as follows:   |  |  | | --- | --- | | * black | Amending Rules that are in force | | * green | Amending Rules that will commence on a specified date | | * blue | Amending Rules that have been made but no commencement date has been specified (it is expected that most of these Amending Rules will be commenced close to or at commencement of the new Market). |   This 'companion' version of the WEM Rules shows the Amending Rules as implemented from commencement of the new Market. Therefore, amendments that delete entire clauses or sections or transitional Amending Rules which are to be deleted prior to the commencement of the new Market are not shown and users should refer to the relevant Ministerial Instruments to see those amendments. However, where an amendment only comprises a partial deletion of a clause, the clause is shown in 'green' or 'blue', as applicable, until it is commenced (when it will be shown in 'black').  **Amending Rules** | |
| |  |  |  | | --- | --- | --- | | **Name of Instrument** | **Date Gazetted** | **Commencement Date** | | *Wholesale Electricity Market Amendment (Reserve Capacity Pricing Reforms) Rules 2019*  (**October 2021 RCM Pricing Amendments**) | 21 February 2020 | 22 February 2020  1 October 2021 | | *Wholesale Electricity Market Amendment (Constraints Framework and Governance) Rules 2020*  (**Constraints Amendments**) | 16 June 2020 | 1 July 2020 | | *Wholesale Electricity Market Amendment (Technical Rules Change Management) Rules 2020*  (**TRCM Amendments**) | 26 June 2020 | 1 January 2021 | | *Wholesale Electricity Market Amendment (Distributed Energy Resources Register and Roadmap Implementation – Costs) Rules 2020*  (**DER Amendments**) | 30 June 2020 | 1 July 2020 | | *Final Rule Change Report – RC\_2019\_05: Amending the Minimum STEM Price definition and determination* | N/A | 7 August 2020 | | *Wholesale Electricity Market Amendment (Tranche 1 Amendments) Rules 2020*  (**Tranche 1 Amendments**) | 24 November 2020 | Sch A – 25 Nov 2020  Sch B, Part 1 – 1 Jan 2021  Sch B, Part 2 – 1 Feb 2021  Sch C – 1 Oct 2021 | | *Final Rule Change Report – RC\_2017\_02: Implementation of a 30-Minute Balancing Gate Closure* | N/A | 1 December 2020 | | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020*  (**Tranches 2 and 3 Amendments**) | 24 December 2020 | Sch A – 1 Jan 2021  Sch B – 1 Feb 2021  Sch C – Commencement Notices (see table below) / TBD | | *Wholesale Electricity Market Amendment (Governance) Rules 2021*  (**Governance Amendments**) | 22 January 2021 | Sch A – 1 February 2021  Sch B – 1 July 2021  Sch C – TBD | | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 1) Rules 2021*  (**Miscellaneous Amendments No. 1**) | 28 May 2021 | Sch A – 1 July 2021  Sch B – 1 August 2021  Sch C – 1 October 2021  Sch D – 1 March 2022  Sch E – Commencement Notices (see table below) / TBD | | *Final Rule Change Report – RC\_2014\_03: Administrative Improvements to the Outage Process* | N/A | 29 June 2021 | | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 2) Rules 2021*  (**Miscellaneous Amendments No. 2**) | 28 September 2021 | Sch A – 1 October 2021  Sch B – 1 November 2021  Sch C – 1 December 2021  Sch D – 1 March 2022  Sch E – 1 June 2022  Sch F – 1 July 2022  Sch G – Commencement Notices (see table below) / TBD | | *Wholesale Electricity Market Amendment (Transitional Provisions) Rules 2021* | 29 October 2021 | 30 October 2021 | | *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021*  (**Tranche 5 Amendments**) | 17 December 2021 | Sch A – 18 December 2021  Sch B – 1 February 2022  Sch C – 1 March 2022  Sch D – 12 April 2022  Sch E – 1 July 2022  Sch F – 1 September 2022  Sch G – 1 Janaury 2023  Sch H – 1 October 2023  Sch I – TBD | | *Wholesale Electricity Market Amendment (Network Access Quantities Procedure) Rules 2022*  (**NAQ Procedure Amendments**) | 17 May 2022 | Sch A – 1 September 2022 Sch B – 1 March 2023 | | *Wholesale Electricity Market Amendment (Tranche 6 Amendments) Rules 2022*  (**Tranche 6 Amendments**) | 20 December 2022 | Sch A – 1 January 2023  Sch B – 1 February 2023  Sch C – 1 March 2023  Sch D – 17 April 2023  Sch E – TBD | | *Wholesale Electricity Market Amendment (Tranche 6A Amendments) Rules 2023*  (**Tranche 6A Amendments**) | 31 March 2023 | Sch A – 17 April 2023  Sch B – TBD | | *Wholesale Electricity Market Amendment (Supplementary Capacity) Rules 2023*  (**Supplementary Capacity Amendments**) | 28 April 2023 | Sch A – 29 April 2023  Sch B – 1 July 2023  Sch C – TBD | | |
| **Commencement Notices**   |  |  |  | | --- | --- | --- | | **Name of Instrument** | **Date Gazetted** | **Commencement Date** | | *Commencement Notice*  (Schedule C, Tranches 2 and 3 Amendments) | 29 January 2021 | Part A – 1 February 2021  Part B – 1 July 2021 | | *Commencement Notice*  (Schedule C, Tranches 2 and 3 Amendments) | 28 May 2021 | Part 1 – 1 July 2021  Part 2 – 1 October 2021  Part 3 – 1 November 2021  Part 4 – 1 March 2022 | | *Commencement Notice* (Schedule C, Tranches 2 and 3 Amendments) | 28 September 2021 | Part 1 – 1 October 2021  Part 2 – 1 November 2021  Part 3 – 1 March 2022  Part 4 – 1 September 2022  Part 5 – 6 December 2022 | | *Commencement Notice*  *(*Schedule E, Miscellaneous Amendments  No. 1) | 28 September 2021 | Part 1 – 1 Mar 2022  Part 2 – 1 Jul 2022 | | *Commencement Notice* (Schedule C, Tranches 2 and 3 Amendments) | 17 December 2021 | Part 1 – 18 December 2021  Part 2 – 1 March 2022  Part 3 – 12 April 2022  Part 4 – 1 September 2022 | | *Commencement Notice* (Schedule G, Miscellaneous Amendments  No. 2) | 17 December 2021 | Part 1 – 1 July 2022 | | *Commencement Notice* (Schedule C, Tranches 2 and 3 Amendments) | 20 December 2022 | Part 1 – 1 January 2023 | | *Commencement Notice* (Schedule I, Tranche 5 Amendments) | 20 December 2022 | Part 1 – 1 January 2023 | | |
| **Caution regarding markup**: In some cases, the markup of changes in this document may not exactly match the form of the amendments in the relevant Ministerial Instruments, but do match the effect of the Amending Rules. This approach allows users to readily identify the amendments, particularly in clauses that contain a large amount of text but few amendments. Every effort has been made to ensure that the markup is accurate, but complete accuracy is not guaranteed. Users should rely on the Ministerial Instruments published in the Government Gazette and on the Coordinator of Energy's website. The Energy Transformation Taskforce and Energy Policy WA do not warrant that the markup in this document is complete or accurate. You should perform your own comparison.  **Caution regarding Explanatory Notes**: The Explanatory Notes do not refer to amendments that have been made for consistency with the drafting style of the WEM Rules, correct any minor administrative or typographical errors, or are straightforward consequential changes.  **Disclaimer**: No warranty is given as to the accuracy or completeness of this document. The State of Western Australia and its agents and employees disclaim liability, whether in negligence or otherwise, for any loss or damage resulting from reliance on the accuracy or completeness of this document. |

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1. Introduction

The WEM Rules

1.1. Authority of WEM Rules

1.1.1. These are the market rules made under the Regulations and contemplated by section 123 of the Electricity Industry Act 2004 (“Electricity Industry Act”).

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| **Explanatory Note**  Clause 1.1.2 is amended as a consequence of the new Essential System Services framework. |

1.1.2. These WEM Rules govern the market and the operation of the South West interconnected system, including the wholesale sale and purchase of electricity, Reserve Capacity, and Essential System Services.

1.2. Objectives

1.2.1. The objectives of the market are:

(a) to promote the economically efficient, safe and reliable production and supply of electricity and electricity related services in the South West interconnected system;

(b) to encourage competition among generators and retailers in the South West interconnected system, including by facilitating efficient entry of new competitors;

(c) to avoid discrimination in that market against particular energy options and technologies, including sustainable energy options and technologies such as those that make use of renewable resources or that reduce overall greenhouse gas emissions;

(d) to minimise the long-term cost of electricity supplied to customers from the South West interconnected system; and

(e) to encourage the taking of measures to manage the amount of electricity used and when it is used.

Conventions

1.3. Electricity Industry Act and Regulations

1.3.1. A word or phrase defined in the Electricity Industry Act or the Regulations has the same meaning when used in these WEM Rules.

1.4. Other rules of interpretation

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| --- |
| **Explanatory Note**  Clause 1.4.1(n) is amended as a consequence of new functions conferred on Network Operators under section 2.2C and the Coordinator of Energy (**Coordinator**) under section 2.2D, and the transfer of functions from the Rule Change Panel (**RCP**) to the Coordinator. |

1.4.1. In these WEM Rules, unless the contrary intention appears:

(a) (**Glossary**): a word or phrase listed in the Glossary in Chapter 11 has the meaning given in the Glossary;

(b) (**day**): a day means a calendar day;

(c) [Blank]

(d) (**singular and plural**): the singular includes the plural and the plural includes the singular;

(e) (**gender**): a reference to a gender includes any gender;

(f) (**headings**): headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these WEM Rules;

(g) (**persons**): a reference to a person includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;

(h) (**things**): a reference to any thing (including any amount) is a reference to the whole and each part of it;

(i) (**clauses etc**): a reference to a clause, chapter, annexure or schedule is a reference to a clause or chapter in or annexure or schedule to the WEM Rules;

(j) (**statutes etc**): a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(k) (**variations**): a reference to a document (including the WEM Rules) includes any variation or replacement of it;

(l) (**other parts of speech**): other parts of speech and grammatical forms of a word or phrase defined in the Glossary in chapter 11 have a corresponding meaning;

(m) (**appointments**): where these WEM Rules confer a power on a person to make an appointment to a position, the person also has the power:

i. to specify the period for which any person appointed in exercise of the power (“**appointee**”) holds the position;

ii. to remove or suspend an appointee and to reappoint or reinstate an appointee; and

iii. where an appointee is suspended or is unable, or expected to become unable, for any other cause to perform the functions of the position, to appoint a person to act temporarily in place of the appointee during the period of suspension or other inability;

(n) (**amendments**): if BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator has the power to make, prescribe, determine, compile, establish or develop a document, instrument, matter or thing, then BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator, as applicable, also has the power to amend, replace or revoke the whole or part of that document, instrument, matter or thing exercisable in like manner and subject to like conditions (if any);

(o) (**functions**): “function” includes function, power, duty, responsibility and authority;

(p) (**include or including**): the words “include” or “including” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates;

(q) [Blank]

(r) (**headings and comments**): headings and comments appearing in footnotes or boxes in these WEM Rules (other than tables containing data or other information) are for convenience only and do not affect the interpretation of these WEM Rules.

1.4.2. In these WEM Rules, unless the contrary intention appears, any notice or confirmation required to be issued by the Coordinator, BANANAS or the Economic Regulation Authority may be issued by an automated software system employed by the Coordinator, BANANAS or the Economic Regulation Authority, as applicable,.

1.4.3. The Wholesale Electricity Market will operate on Western Standard Time (= Coordinated Universal Time (UTC) + 8 hours). At all times, the times and time limits mentioned in these WEM Rules refer to Western Standard Time.

1.5. Subservient Documents

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| **Explanatory Note**  Clause 1.5.1(b) is amended as a consequence of new functions conferred on Network Operators under section 2.2C and the Coordinator under section 2.2D, and the transfer of functions from the RCP to the Coordinator. |

1.5.1. The following documents are subservient to the WEM Rules:

(a) WEM Procedures; and

(b) any other document or instrument issued, made or given by BANANAS, the Economic Regulation Authority, a Network Operator or the Coordinator under the WEM Rules.

1.5.2. In the event of conflict between the WEM Rules and other documents, then the order of precedence is to be, in the following order:

(a) the Electricity Industry Act;

(b) the Regulations;

(c) the WEM Rules;

(d) the WEM Procedures;

(dA) any other document or instrument issued, made or given by BANANAS under the WEM Rules;

(dB) any other document or instrument issued, made or given by the Economic Regulation Authority under these WEM Rules; and

(dC) any other document or instrument issued, made or given by the Coordinator under these WEM Rules.

(e) [Blank]

1.5.3. If a provision of a document which is higher in the order of precedence (in this clause called the “higher provision”) is inconsistent with a provision of a document which is lower in the order of precedence, then the higher provision prevails, but only to the extent of the inconsistency.

1.6. Notices

1.6.1. The Coordinator must develop a WEM Procedure which sets out the method by which notices and communications required under, contemplated by or relating to, these WEM Rules are to be given to or by the Coordinator.

1.6.2. BANANAS must develop a WEM Procedure which sets out the method by which notices and communications required under, contemplated by or relating to, these WEM Rules are to be given to or by BANANAS.

1.7. Publication

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| **Explanatory Note**  Clauses 1.7.1 to 1.7.4 are amended to reflect the new Market Information Framework. BANANAS, the ERA and the Coordinator will only be required to publish Public Information, which by its nature should be available to any person. Chapter 10 provides flexibility to BANANAS, the ERA and the Coordinator regarding the means by which Confidential Information is disclosed.  The clauses have been further amended to remove the reference to “releasing” documents or information (because some information “released” under WEM Rules is not Public Information) and to clarify the “publishing” a document means publishing it in a place that is accessible all members of the public. |

1.7.1. Where BANANAS is required by these WEM Rules to publish a document or information, then BANANAS must make that document or information available on the WEM Website, in a place which is publicly accessible.

1.7.2. [Blank]

1.7.3. Where the Economic Regulation Authority is required by these WEM Rules to publish a document or information, then the Economic Regulation Authority must make that document or information available on its website, in a place which is publicly accessible.

1.7.3A. Where the Coordinator is required by these WEM Rules to publish a document or information, the Coordinator must make that document or information available on the Coordinator’s Website, in a place which is publicly accessible.

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| **Explanatory Note**  Clause 1.7.4 is added as a consequence of new functions conferred on Network Operators under section 2.2C. |

1.7.4. Where a Network Operator (in respect to any WEM Procedures the Network Operator is required to develop and maintain under these WEM Rules) is required by these WEM Rules to publish a document or information, then:

(a) the Network Operator must make that document or information available on its website, in a place that is publicly accessible; and

(b) if these WEM Rules require that document or information to be published on the WEM Website:

i. the Network Operator must promptly notify BANANAS when the document or information is published on the Network Operator’s website;

ii. BANANAS must, at a minimum, promptly publish a link to the area of the Network Operator's website where the document or information is published on the WEM Website; and

iii. the Network Operator is deemed to have published the document or information once the Network Operator has published the document or information on its own website, and has notified BANANAS.

Staging

1.8. Staging of the WEM Rules

1.8.1. A provision of the WEM Rules commences at the time fixed by the Minister.

1.8.2. [Blank]

1.8.3. The Minister may fix different times for different provisions of these WEM Rules under clause 1.8.1.

1.8.4. The Minister must publish notice of the commencement time fixed for a provision under clause 1.8.1 in the Government Gazette.

1.8.5. [Blank]

1.8.6. To avoid doubt, and without limiting the foregoing, where a word or phrase listed in the Glossary in Chapter 11 is defined by reference to a provision of these WEM Rules, regard should be had to that provision for the purposes of determining the meaning of that word or phrase, even though the provision has not yet commenced.

1.9. [Blank]

1.10. [Blank]

1.11. [Blank]

1.12. [Blank]

1.13. [Blank]

1.14 [Blank]

1.15 [Blank]

1.16. [Blank]

1.17. [Blank]

1.17A. Transition of certain Economic Regulation Authority functions to the Coordinator

1.17A.1. On and from the Coordinator Transfer Date:

(a) where the Coordinator is required to do an act, matter or thing under a provision of these WEM Rules, and that act, matter or thing was done by the Economic Regulation Authority prior to the Coordinator Transfer Date, then the act, matter or thing is deemed to have been done by the Coordinator in accordance with the relevant provision;

(b) where the Coordinator is required to do an act, matter or thing under a provision of a WEM Procedure, and that act, matter or thing was done by the Economic Regulation Authority prior to the Coordinator Transfer Date, then the act, matter or thing is deemed to have been done by the Coordinator in accordance with the relevant provision;

(c) notwithstanding the operation of clauses 1.17A.1(a) and 1.17A.1(b), the Coordinator is not liable for any act, matter or thing done by the Economic Regulation Authority prior to the Coordinator Transfer Date in breach of these WEM Rules or any WEM Procedure;

(d) where the Coordinator is required to publish or release any information or document (other than a WEM Procedure) (including, without limitation, a form, protocol, instrument or other thing) and that information or document was published or released by the Economic Regulation Authority prior to the Coordinator Transfer Date, then:

i. the information or document is deemed to have been published or released by the Coordinator in accordance with these WEM Rules; and

ii. any reference to the Economic Regulation Authority in that information or document that should be a reference to the Coordinator having regard to the Coordinator's functions, powers, rights and obligations under these WEM Rules and the WEM Procedures is deemed to be a reference to the Coordinator; and

(e) where a person (including, without limitation, a Rule Participant) is required to provide information to, or do an act, matter or thing for the Coordinator under these WEM Rules or a WEM Procedure and the person has provided that information to, or done that act, matter or thing for the Economic Regulation Authority prior to the Coordinator Transfer Date, then the information, act, matter or thing, is deemed to have been provided to, or done for, the Coordinator in accordance with the relevant WEM Rules or WEM Procedure.

1.18. [Blank]

1.18A. Transition of certain Rule Change Panel functions to the Coordinator

1.18A.1. On and from the Coordinator Transfer Date—

(a) where the Coordinator is required to do an act, matter or thing under a provision of these WEM Rules, and that act, matter or thing was done by the Rule Change Panel prior to the Coordinator Transfer Date, then the act, matter or thing is deemed to have been done by the Coordinator in accordance with the relevant provision;

(b) where the Coordinator is required to do an act, matter or thing under a provision of a WEM Procedure, and that act, matter or thing was done by the Rule Change Panel prior to the Coordinator Transfer Date, then the act, matter or thing is deemed to have been done by the Coordinator in accordance with the relevant provision;

(c) notwithstanding the operation of clauses 1.18A.1(a) and 1.18A.1(b), the Coordinator is not liable for any act, matter or thing done by the Rule Change Panel prior to the Coordinator Transfer Date in breach of these WEM Rules or any WEM Procedure;

(d) where the Coordinator is required to develop or maintain a WEM Procedure, and that WEM Procedure was developed or maintained by the Rule Change Panel prior to the Coordinator Transfer Date, then—

i. the WEM Procedure is deemed to have been developed or maintained by the Coordinator in accordance with these WEM Rules;

ii. a reference to the Rule Change Panel in that WEM Procedure that should be a reference to the Coordinator having regard to the Coordinator's functions, powers, rights and obligations under these WEM Rules and the other WEM Procedures is deemed to be a reference to the Coordinator;

iii. the Coordinator may amend the WEM Procedure to refer to the Coordinator instead of the Rule Change Panel (where appropriate) and make any necessary consequential amendments without undertaking the Procedure Change Process; and

iv. any WEM Procedure which is amended by the Coordinator in accordance with this clause 1.18A.1(d) may commence operation on the date and time determined by the Coordinator and published on the Coordinator’s Website;

(e) where the Coordinator is required to publish or release any information or document (other than a WEM Procedure) (including, without limitation, a form, protocol, instrument or other thing) and that information or document was published or released by the Rule Change Panel prior to the Coordinator Transfer Date, then—

i. the information or document is deemed to have been published or released by the Coordinator in accordance with these WEM Rules; and

ii. any reference to the Rule Change Panel in that information or document that should be a reference to the Coordinator having regard to the Coordinator's functions, powers, rights and obligations under these WEM Rules and the WEM Procedures is deemed to be a reference to the Coordinator;

(f) where a person (including, without limitation, a Rule Participant) is required to provide information to, or do an act, matter or thing for the Coordinator under these WEM Rules or a WEM Procedure and the person has provided that information to, or done that act, matter or thing for the Rule Change Panel prior to the Coordinator Transfer Date, then the information, act, matter or thing, is deemed to have been provided to, or done for, the Coordinator in accordance with the relevant WEM Rules or WEM Procedure; and

(g) if, by operation of this clause 1.18A.1, the Coordinator is deemed to have made a Reviewable Decision that was made by the Rule Change Panel, then, on and from the Coordinator Transfer Date any application to the Electricity Review Board for a review of the Reviewable Decision that might have been brought or continued by a Rule Participant against the Rule Change Panel may be brought or continued against the Coordinator as if all references to the Rule Change Panel as the relevant decision-maker are references to the Coordinator.

1.18A.2. On and from the Coordinator Transfer Date—

(a) any Rule Change Proposal that has, prior to the Coordinator Transfer Date, been developed by or submitted to the Rule Change Panel (and in respect of which the rule change process under sections 2.4 to 2.8 is not, as at the Coordinator Transfer Date, complete) will be deemed to have been developed by or submitted to the Coordinator; and

(b) notwithstanding any other provision of these WEM Rules, a WEM Procedure or any document referred to in these WEM Rules or a WEM Procedure (including a Draft Rule Change Report), the normal timeframes for the Coordinator or any other person to do any act, matter or thing in relation to a Rule Change Proposal referred to in clause 1.18A.2(a) (including any extended timeframe determined by the Rule Change Panel under clause 2.5.10 in respect of any such proposal) will be automatically extended for such period as determined by the Coordinator (which determination may be made at a date after the date of the expiry of the normal, or previously extended, timeframe).

1.18A.3. The Coordinator must publish a notice of the extended timeframe(s) determined in accordance with clause 1.18A.2(b), and must update any information already published in accordance with clause 2.5.7(f) (if applicable).

1.18A.4. Notwithstanding clause 2.24.6A, the date by which the Coordinator must notify BANANAS of the dollar amount that the Coordinator may recover under clause 2.24.5B in the Financial Year beginning on 1 July 2021, is 15 July 2021, and the references in clauses 2.24.2 and 2.24.2A, in connection with the Coordinator providing information, to 5 Business Days prior to 30 June are to be read as references to 15 July 2021.

1.19. [Blank]

1.19A. Amendments to WEM Procedures to reflect transfer of functions

1.19A.1. In addition to the amendments to WEM Procedures referred to in clause 1.18A.1, BANANAS, the Economic Regulation Authority, the Coordinator, and Western Power ( as applicable) (each a Transferee) may make the minimum necessary amendments to a WEM Procedure required to be developed or maintained by the Transferee to:

(a) reflect the transfer of functions, powers, rights and obligations from Western Power, BANANAS or the Rule Change Panel to the Transferee or another Transferee; or

(b) maintain consistency between the WEM Procedure and these WEM Rules,

without undertaking the Procedure Change Process.

1.19A .2. Any WEM Procedure which is amended by a Transferee in accordance with clause 1.19A.1 may commence operation on the date and time determined by the Transferee required to develop or maintain the WEM Procedure and published on the relevant Transferee's website.

1.19A.3. Until such time as the relevant Transferee makes the amendments referred to in clause 1.19A.1, any reference in any WEM Procedure to the Rule Change Panel that should be a reference to the Coordinator having regard to the Coordinator’s functions, powers, rights and obligations under these WEM Rules and other WEM Procedures is deemed to be a reference to the Coordinator.

1.20. [Blank]

1.21. Deferral of dates for the 2016 Reserve Capacity Cycle

Notwithstanding any other provision of these WEM Rules, the operation of the following clauses is modified in respect of the 2016 Reserve Capacity Cycle as follows:

(a) clause 4.1.11(b) is modified so that BANANAS must cease to accept lodgement of applications for certification of Reserve Capacity for the 2016 Reserve Capacity Cycle in accordance with clause 4.9.1 from 5:00 PM on 29 September 2017;

(b) clause 4.1.12(b) is modified so that BANANAS must notify each applicant for certification of Reserve Capacity of the Certified Reserve Capacity to be assigned by 5:00 PM on 17 November 2017;

(c) clause 4.1.13(b)(i) is modified so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 not later than 5:00 PM on 1 December 2017 if any of the Facility's Certified Reserve Capacity is specified to be traded bilaterally in accordance with clause 4.14.1(c) or acquired by BANANAS under clause 4.14.1(ca) or if the Facility is subject to a Network Control Service Contract;

(d) clause 4.1.13(b)(ii) is modified so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 not later than 5:00 PM on 14 December 2017 if any of the Facility's Certified Reserve Capacity is specified to be offered into the Reserve Capacity Auction in accordance with clause 4.14.1(a) and where clause 4.1.13(b)(i) does not apply;

(e) clause 4.1.14(c) is modified so that each Market Participant holding Certified Reserve Capacity for the 2016 Reserve Capacity Cycle must provide to BANANAS notification in accordance with clause 4.14.1 as to how its Certified Reserve Capacity will be dealt with not later than 5:00 PM on 1 December 2017;

(f) clause 4.1.15 is modified so that BANANAS must confirm to each Market Participant in accordance with clause 4.14.9 the amount of Certified Reserve Capacity that can be traded from its Facilities by 5:00 PM on 4 December 2017;

(g) clause 4.1.15A is modified so that BANANAS must publish the Certified Reserve Capacity for each Facility in accordance with clause 4.9.9A by 5:00 PM on 5 December 2017;

(h) clause 4.1.16(c) is modified so that BANANAS must publish the information required by clauses 4.15.1 and 4.15.2 pertaining to whether or not a Reserve Capacity Auction is required by 5:00 PM on 5 December 2017;

(i) clause 4.1.17(a)(iii) is modified so that, if a Reserve Capacity Auction proceeds, then BANANAS must accept submission of Reserve Capacity Offers from Market Participants in accordance with clause 4.17.2 from 9:00 AM on 6 December 2017;

(j) clause 4.1.17(b)(iii) is modified so that, if a Reserve Capacity Auction proceeds, then BANANAS must accept submission of Reserve Capacity Offers from Market Participants in accordance with clause 4.17.2 until 5:00 PM on 14 December 2017;

(k) clause 4.1.20 is modified so that each Market Participant holding Certified Reserve Capacity which has been scheduled by BANANAS in a Reserve Capacity Auction must provide to BANANAS notification, in accordance with clause 4.20, of how many Capacity Credits each Facility will provide not later than 5:00 PM on 21 December 2017;

(l) clause 4.1.21 is modified so that a Market Participant may apply to BANANAS under clause 4.13.2A for a recalculation of the amount of Reserve Capacity Security required to be held by BANANAS for a Facility in accordance with clause 4.13.2(b) after 5:00 PM on 22 December 2017; and

(m) clause 4.1.21A is modified so that BANANAS must, in the event that a Reserve Capacity Auction was required, assign Capacity Credits in accordance with clause 4.20.5A not later than 5:00 PM on 22 December 2017.

1.22. Deferral of dates for the 2017 Reserve Capacity Cycle

Notwithstanding any other provision of these WEM Rules, the operation of the following clauses is modified in respect of the 2017 Reserve Capacity Cycle as follows:

(a) clause 4.1.11(b) is modified so that BANANAS must cease to accept lodgement of applications for certification of Reserve Capacity for the 2017 Reserve Capacity Cycle in accordance with clause 4.9.1 from 5:00 PM on 29 December 2017;

(b) clause 4.1.12(b) is modified so that BANANAS must notify each applicant for certification of Reserve Capacity of the Certified Reserve Capacity to be assigned by 5:00 PM on 19 February 2018;

(c) clause 4.1.13(b)(i) is modified so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 not later than 5:00 PM on 2 March 2018 if any of the Facility's Certified Reserve Capacity is specified to be traded bilaterally in accordance with clause 4.14.1(c) or acquired by BANANAS under clause 4.14.1(ca) or if the Facility is subject to a Network Control Service Contract;

(d) clause 4.1.13(b)(ii) is modified so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 not later than 5:00 PM on 14 March 2018 if any of the Facility's Certified Reserve Capacity is specified to be offered into the Reserve Capacity Auction in accordance with clause 4.14.1(a) and where clause 4.1.13(b)(i) does not apply;

(e) clause 4.1.14(c) is modified so that each Market Participant holding Certified Reserve Capacity for the 2017 Reserve Capacity Cycle must provide to BANANAS notification in accordance with clause 4.14.1 as to how its Certified Reserve Capacity will be dealt with not later than 5:00 PM on 2 March 2018;

(f) clause 4.1.15 is modified so that BANANAS must confirm to each Market Participant in accordance with clause 4.14.9 the amount of Certified Reserve Capacity that can be traded from its Facilities by 5:00 PM on 6 March 2018;

(g) clause 4.1.15A is modified so that BANANAS must publish the Certified Reserve Capacity for each Facility in accordance with clause 4.9.9A by 5:00 PM on 7 March 2018;

(h) clause 4.1.16(c) is modified so that BANANAS must publish the information required by clauses 4.15.1 and 4.15.2 pertaining to whether or not a Reserve Capacity Auction is required by 5:00 PM on 7 March 2018;

(i) clause 4.1.17(a)(iii) is modified so that, if a Reserve Capacity Auction proceeds, then BANANAS must accept submission of Reserve Capacity Offers from Market Participants in accordance with clause 4.17.2 from 9:00 AM on 8 March 2018;

(j) clause 4.1.17(b)(iii) is modified so that, if a Reserve Capacity Auction proceeds, then BANANAS must accept submission of Reserve Capacity Offers from Market Participants in accordance with clause 4.17.2 until 5:00 PM on 14 March 2018;

(k) clause 4.1.20 is modified so that each Market Participant holding Certified Reserve Capacity which has been scheduled by BANANAS in a Reserve Capacity Auction must provide to BANANAS notification, in accordance with clause 4.20, of how many Capacity Credits each Facility will provide not later than 5:00 PM on 21 March 2018;

(l) clause 4.1.21 is modified so that a Market Participant may apply to BANANAS under clause 4.13.2A for a recalculation of the amount of Reserve Capacity Security required to be held by BANANAS for a Facility in accordance with clause 4.13.2(b) after 5:00 PM on 23 March 2018; and

(m) clause 4.1.21A is modified so that BANANAS must, in the event that a Reserve Capacity Auction was required, assign Capacity Credits in accordance with clause 4.20.5A not later than 5:00 PM on 23 March 2018.

1.23. Application of clauses 1.21 and 1.22

1.23.1. Nothing in clause 1.21 shall affect the operation of Chapter 4 insofar as the clauses of Chapter 4 apply to a Reserve Capacity Cycle other than the 2016 Reserve Capacity Cycle.

1.23.2. Nothing in clause 1.22 shall affect the operation of Chapter 4 insofar as the clauses of Chapter 4 apply to a Reserve Capacity Cycle other than the 2017 Reserve Capacity Cycle.

1.24. Specific Transition Provisions for the 2017 Capacity Year

1.24.1. In this section 1.24:

**RCM Amendments**: Means the amending rules in Schedule B, Part 3 of the Wholesale Electricity Market Amending Rules 2016 made under regulation 7(4) of the WEM Regulations, published in the Government Gazette on 31 May 2016.

**RCM Amendments Commencement Day**: Means the Trading Day commencing at 8:00 AM on 1 October 2017, the date and time the RCM Amendments are to commence.

**Pre‑Amended Rules**: Means the WEM Rules as in force immediately before the RCM Amendments come into effect.

**Post‑Amended Rules**: Means the WEM Rules as in force immediately after the RCM Amendments come into effect.

1.24.2. Before 8:00 AM on the RCM Amendments Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, each Rule Participant must perform all obligations imposed on that Rule Participant under the Post‑Amended Rules, in relation to the RCM Amendments Commencement Day and subsequent Trading Days, that, if the Post‑Amended Rules were in force, the Rule Participant would have been required to perform under the Post‑Amended Rules. This includes, but is not limited to, obligations relating to:

(a) updated Standing Data under section 2.34;

(b) Reserve Capacity Obligation Quantity under section 4.12;

(c) Relevant Demand under clause 4.26.2CA;

(d) Individual Reserve Capacity Requirements under clause 4.28.8;

(e) a Non-Balancing Dispatch Merit Order under section 6.12;

(f) a Dispatch Instruction or Operating Instruction under Chapter 7; and

(g) a Dispatch Advisory under section 7.11.

1.24.3. If before 8:00 AM on the RCM Amendments Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a Rule Participant performs an obligation under the Post‑Amended Rules under clause 1.24.2, then to the extent that the obligation is performed, the Rule Participant is not required to perform any equivalent obligation under the Pre‑Amended Rules to the extent that these obligations relate to the RCM Amendments Commencement Day or subsequent Trading Days.

1.24.4. If before 8:00 AM on the RCM Amendments Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a Rule Participant is required to perform an obligation that relates to the RCM Amendments Commencement Day or subsequent Trading Days that it will not be required to perform under the Post‑Amended Rules, the Rule Participant is not required to perform the obligation to the extent that it relates to the RCM Amendments Commencement Day or subsequent Trading Days and to the extent that the obligation will not apply under the Post‑Amended Rules.

1.24.5. After 8:00 AM on the RCM Amendments Commencement Day, notwithstanding that the Post‑Amended Rules apply, each Rule Participant must perform all obligations imposed on that Rule Participant under the Pre‑Amended Rules, arising in relation to each Trading Day (or part of a Trading Day) up to but excluding the RCM Amendments Commencement Day, that, if the Pre‑Amended Rules were in force, the Rule Participant would have been required to perform under the Pre‑Amended Rules. This includes, but is not limited to, obligations relating to:

(a) administration of the market under Chapter 2;

(b) administration of the Reserve Capacity Mechanism under Chapter 4;

(c) dispatch under Chapter 7;

(d) settlement under Chapter 9; and

(e) treatment of information under Chapter 10.

1.25. [Blank]

1.26. Transitional calculation of Individual Reserve Capacity Requirements and the Capacity Credit Allocation Process

1.26.1. In this section 1.26:

**New Rules**: Means the Amending Rules made in the Prudential Exposure Final Rule Change Report (other than the Amending Rule with respect to this section 1.26).

**Post-Amended Rules**: Means the WEM Rules as in force immediately after the New Rules come into effect.

**Pre-Amended Rules**: Means the WEM Rules as in force immediately before the New Rules come into effect.

**Prudential Exposure Final Rule Change Report**: Means the Rule Change Panel’s Final Rule Change Report for the Rule Change Proposal: Reduction of the prudential exposure in the Reserve Capacity Mechanism (RC\_2017\_06).

**Rule Change Commencement Day**: Means the Trading Day when the New Rules come into effect (as determined by the Rule Change Panel under clause 2.8.12).

**Rule Change Commencement Month**: Means the Trading Month in which the Rule Change Commencement Day falls.

1.26.2. Prior to the Rule Change Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, each Rule Participant must perform all obligations imposed on that Rule Participant under the Post-Amended Rules, in relation to the Rule Change Commencement Month and subsequent Trading Months, that, if the Post-Amended Rules were in force, the Rule Participant would have been required to perform under the Post-Amended Rules. This includes but is not limited to obligations relating to:

(a) publication of Indicative Individual Reserve Capacity Requirements under clause 4.1.23C; and

(b) Capacity Credit Allocations under sections 9.4 and 9.5.

1.26.3. Prior to the Rule Change Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, each Rule Participant may perform any of the discretionary actions that the Rule Participant is permitted to perform under the Post-Amended Rules, in relation to the Rule Change Commencement Month and subsequent Trading Months, that, if the Post-Amended Rules were in force, the Rule Participant would be permitted to perform under the Post-Amended Rules.

1.26.4 BANANAS must determine and publish the 12 Peak SWIS Trading Intervals for each Hot Season for which the 12 Peak SWIS Trading Intervals will be required for the determination of Individual Reserve Capacity Requirements (including the assessment of Non-Temperature Dependent Loads) under the Post-Amended Rules by the time that is the later of:

(a) five Business Days after the commencement of this section 1.26; and

(b) the time specified in clause 4.1.23A of the Post-Amended Rules for the relevant Hot Season.

1.26.5. BANANAS must determine and publish the 4 Peak SWIS Trading Intervals for each Trading Month for which the 4 Peak SWIS Trading Intervals will be required for the determination of Individual Reserve Capacity Requirements (including the assessment of Non-Temperature Dependent Loads) under the Post-Amended Rules by the time that is the later of:

(a) five Business Days after the commencement of this section 1.26; and

(b) the time specified in clause 4.1.23B of the Post-Amended Rules for the relevant Trading Month.

1.26.6. BANANAS must, as soon as practicable, publish an updated settlement cycle timeline for the Financial Year in which the Post-Amended Rules come into effect that meets the requirements under clause 9.16.2 of the Post-Amended Rules for the Trading Months in the Financial Year that will be settled under the Post-Amended Rules.

1.26.7. If before the Rule Change Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a Rule Participant performs an obligation under the Post-Amended Rules under clause 1.26.2, then to the extent that the obligation is performed, the Rule Participant is not required to perform any equivalent obligation under the Pre-Amended Rules to the extent that these obligations relate to the Rule Change Commencement Month or subsequent Trading Months.

1.26.8. If before the Rule Change Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a Rule Participant is required to perform an obligation that relates to the Rule Change Commencement Month or subsequent Trading Months that it will not be required to perform under the Post-Amended Rules, the Rule Participant is not required to perform the obligation to the extent that it relates to the Rule Change Commencement Month or subsequent Trading Months and to the extent that the obligation will not apply under the Post-Amended Rules.

1.26.9. From the Rule Change Commencement Day, notwithstanding that the Post‑Amended Rules apply:

(a) each Rule Participant must perform all obligations imposed on that Rule Participant under the Pre-Amended Rules, arising in relation to each Trading Month up to but excluding the Rule Change Commencement Month, that, if the Pre-Amended Rules were in force, the Rule Participant would have been required to perform under the Pre-Amended Rules; and

(b) if the Post-Amended Rules require recalculation of the Individual Reserve Capacity Requirements for a Trading Month prior to the Rule Change Commencement Month, then the Post‑Amended Rules do not apply to the extent that it would recalculate the Individual Reserve Capacity Requirements for that Trading Month.

1.26.10. From the Rule Change Commencement Day, notwithstanding that the Post‑Amended Rules apply, each Rule Participant may perform any of the discretionary actions that the Rule Participant is permitted to perform under the Pre-Amended Rules, in relation to each Trading Month up to but excluding the Rule Change Commencement Month, that, if the Pre-Amended Rules were in force, the Rule Participant would have been permitted to perform under the Pre‑Amended Rules.

1.27. Deferral of dates for the 2018 Reserve Capacity Cycle

1.27.1. Notwithstanding any other provision of these WEM Rules, the operation of the following clauses is modified in respect of the 2018 Reserve Capacity Cycle as follows:

(a) clause 4.1.11(b) is modified so that BANANAS must cease to accept lodgement of applications for certification of Reserve Capacity for the 2018 Reserve Capacity Cycle in accordance with clause 4.9.1 from 5:00 PM on 28 February 2019;

(b) clause 4.1.12(b) is modified so that BANANAS must notify each applicant for certification of Reserve Capacity of the Certified Reserve Capacity to be assigned by 5:00 PM on 29 April 2019;

(c) clause 4.1.13(b)(i) is modified so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 not later than 5:00 PM on 13 May 2019 if any of the Facility’s Certified Reserve Capacity is specified to be traded bilaterally in accordance with clause 4.14.1(c) or acquired by BANANAS under clause 4.14.1(ca) or if the Facility is subject to a Network Control Service Contract;

(d) clause 4.1.13(b)(ii) is modified so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 not later than 5:00 PM on 24 May 2019 if any of the Facility’s Certified Reserve Capacity is specified to be offered into the Reserve Capacity Auction in accordance with clause 4.14.1(a) and where clause 4.1.13(b)(i) does not apply;

(e) clause 4.1.14(c) is modified so that each Market Participant holding Certified Reserve Capacity for the 2018 Reserve Capacity Cycle must provide to BANANAS notification in accordance with clause 4.14.1 as to how its Certified Reserve Capacity will be dealt with not later than 5:00 PM on 13 May 2019;

(f) clause 4.1.15 is modified so that BANANAS must confirm to each Market Participant in accordance with clause 4.14.9 the amount of Certified Reserve Capacity that can be traded from its Facilities by 5:00 PM on 14 May 2019;

(g) clause 4.1.15A is modified so that BANANAS must publish the Certified Reserve Capacity for each Facility in accordance with clause 4.9.9A by 5:00 PM on 15 May 2019;

(h) clause 4.1.16(c) is modified so that BANANAS must publish the information required by clauses 4.15.1 and 4.15.2 pertaining to whether or not a Reserve Capacity Auction is required by 5:00 PM on 15 May 2019;

(i) clause 4.1.16A is modified so that if a Reserve Capacity Auction is cancelled, BANANAS must assign Capacity Credits in accordance with clause 4.20.5A(a) and make the determination referred to in clause 4.1.16A(b) by 5.00 PM on 15 May 2019;

(j) clause 4.1.17(a)(iii) is modified so that, if a Reserve Capacity Auction proceeds, then BANANAS must accept submission of Reserve Capacity Offers from Market Participants in accordance with clause 4.17.2 from 9:00 AM on 17 May 2019;

(k) clause 4.1.17(b)(iii) is modified so that, if a Reserve Capacity Auction proceeds, then BANANAS must accept submission of Reserve Capacity Offers from Market Participants in accordance with clause 4.17.2 until 5:00 PM on 30 May 2019;

(l) clause 4.1.18(a)(iii) is modified so that, if a Reserve Capacity Auction proceeds, BANANAS must run the Reserve Capacity Auction on 31 May 2019;

(m) clause 4.1.20 is modified so that each Market Participant holding Certified Reserve Capacity which has been scheduled by BANANAS in a Reserve Capacity Auction must provide to BANANAS notification, in accordance with clause 4.20, of how many Capacity Credits each Facility will provide not later than 5:00 PM on 6 June 2019;

(n) clause 4.1.21 is modified so that a Market Participant may apply to BANANAS under clause 4.13.2A for a recalculation of the amount of Reserve Capacity Security required to be held by BANANAS for a Facility in accordance with clause 4.13.2(b) after 5:00 PM on 11 June 2019; and

(o) clause 4.1.21A is modified so that BANANAS must, in the event that a Reserve Capacity Auction was required, assign Capacity Credits in accordance with clause 4.20.5A not later than 5:00 PM on 11 June 2019.

1.27.2. Nothing in clause 1.27.1 shall affect the operation of Chapter 4 insofar as the clauses of Chapter 4 apply to a Reserve Capacity Cycle other than the 2018 Reserve Capacity Cycle.

1.28. BANANAS to Provide Information to the Minister

1.28.1. At any time before 1 July 2021, the Minister may, by written notice, request BANANAS to provide information or documents to the Minister or a person nominated by the Minister by the date and time specified in the notice where:

(a) the Minister has reasonable grounds for believing the information or documents are in BANANAS’s possession or control including information which a Rule Participant has provided BANANAS regardless of the assigned confidentiality status of the information or documents; and

(b) the information or documents are requested for the purpose of delivering the Western Australian Government’s Energy Transformation Strategy.

1.28.2. Before issuing a notice under clause 1.28.1, the Minister must consult with BANANAS about the scope of the request and the time by which the information or documents must be provided and take into account that consultation.

1.28.3 The Minister may delegate the power to request information or documents under clause 1.28.1 of these WEM Rules by written notice and any request is to be taken to have been made in accordance with the terms of the delegation, unless the contrary is shown.

1.28.4 Subject to the Minister or their delegate, amending the scope of the request or extending the timeframe by which the information or documents requested are to be provided in a notice issued under clause 1.28.1, BANANAS must comply with the request before the date and time specified in the notice.

1.28.5 The Minister must treat information or documents provided by BANANAS under this section 1.28 as confidential and must not publish any of the information provided unless the information is published in a form that:

(a) does not identify the Market Participant or Market Participants to which the information or documents relates or concerns; and

(b) the relevant Market Participant or Market Participants cannot be reasonably ascertained as a result of publication of the information or documents.

1.28.6 Any information or documents provided under this section must only be used for the purpose of delivering the Western Australian Government’s Energy Transformation Strategy, and may only be disclosed to another person:

(a) where the person is directly involved in the delivery of the Western Australian Government’s Energy Transformation Strategy; and

(b) the person agrees to, or is otherwise bound by, terms that restrict the use, publication and disclosure of the information or documents on substantially the same terms as this section 1.28.

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| **Explanatory Note**  Clause 1.29.2 requires BANANAS to develop a WEM Procedure for DSM Reserve Capacity Security, which must include the processes relating to requests under clause 4.13A.18 for DSM Reserve Capacity Security to be waived or released. A Market Participant with a Demand Side Programme (**DSP**) that is first assigned Capacity Credits for the 2019 Reserve Capacity Cycle cannot make an application for DSM Reserve Capacity Security to be waived or released until after 1 October 2021.  Clauses 1.29.4 to 1.29.6 provide a mechanism for BANANAS to exempt a Market Participant with an existing DSP from the requirement to provide DSM Reserve Capacity Security. Any such exemption is subject to clause 4.13A.21 which sets out when an exemption can be revoked. |

1.29 Transitional Provisions – DSM Reserve Capacity Security

1.29.1. Section 4.13A applies to the 2019 Reserve Capacity Cycle and onwards.

1.29.2. BANANAS is required to complete the Procedure Change Process to document all of the processes referred to in clause 4.13A.23 in a WEM Procedure no later than 1 July 2020.

1.29.3. Subject to clause 1.29.4, a Market Participant cannot make a request for the release or waiver of DSM Reserve Capacity Security in accordance with clause 4.13A.18 until after 1 October 2021.

1.29.4. Notwithstanding the requirements of section 4.13A, BANANAS may, by notice in writing:

(a) exempt a Market Participant with a Demand Side Programme that was assigned Capacity Credits for the 2019 Reserve Capacity Cycle from the requirement to provide DSM Reserve Capacity Security; and

(b) revoke an exemption granted under clause 1.29.4(a) in accordance with clause 4.13A.21.

1.29.5. BANANAS may grant an exemption in accordance with clause 1.29.4(a) where it:

(a) is satisfied that the Demand Side Programme has fulfilled its Reserve Capacity Obligations for the 2016 Reserve Capacity Cycle; or

(b) considers that, as at the date of the proposed exemption, the Demand Side Programme will be able to continue to meet its Reserve Capacity Obligations.

1.29.6. For the purposes of section 4.13A, an exemption granted under clause 1.29.4(a) is deemed to be:

(a) a request by the relevant Market Participant under clause 4.13A.18(b); and

(b) a determination by BANANAS under clause 4.13A.19(a) to waive the requirement to give BANANAS the benefit of DSM Reserve Capacity Security.

1.30. Specific Transitional Provisions for the 2021 Capacity Year – Operational Matters

1.30.1. In this section 1.30:

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the RCM Pricing Amendments come into effect.

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the RCM Pricing Amendments come into effect.

**RCM Pricing Amendments:** Means the Amending Rules that will commence on the RCM Pricing Amendments Commencement Day made by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette.

**RCM Pricing Amendments Commencement Day:** Means the Trading Day commencing at 8:00 AM on 1 October 2021.

**Rule Change Commencement Month:** Means the Trading Month in which the RCM Pricing Amendments Commencement Day falls.

1.30.2. Before 8:00 AM on the RCM Pricing Amendments Commencement Day, notwithstanding that the Pre-Amended Rules continue to apply, each Rule Participant must perform all obligations imposed on that Rule Participant under the Post-Amended Rules, in relation to the RCM Pricing Amendments Commencement Day and subsequent Trading Days, that, if the Post-Amended Rules were in force, the Rule Participant would have been required to perform under the Post-Amended Rules. This includes, but is not limited to, obligations relating to:

(a) Individual Reserve Capacity Requirements under clause 4.28.8;

(b) a Non-Balancing Dispatch Merit Order under section 6.12;

(c) a Dispatch Instruction or Operating Instruction under Chapter 7; and

(d) a Dispatch Advisory under section 7.11.

1.30.3. If before 8:00 AM on the RCM Pricing Amendments Commencement Day, notwithstanding that the Pre-Amended Rules continue to apply, a Rule Participant performs an obligation under the Post-Amended Rules under clause 1.30.2, then to the extent that the obligation is performed, the Rule Participant is not required to perform any equivalent obligation under the Pre-Amended Rules to the extent that these obligations relate to the RCM Pricing Amendments Commencement Day or subsequent Trading Days.

1.30.4. Before 8:00AM on the RCM Pricing Amendments Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a Rule Participant may perform any of the discretionary actions that the Rule Participant is permitted to perform under the Post-Amended Rules, in relation to the Rule Change Commencement Month and subsequent Trading Months, that, if the Post-Amended Rules were in force, the Rule Participant would be permitted to perform under the Post-Amended Rules.

1.30.5 Capacity Credit Allocations that are made by a Market Participant prior to the RCM Pricing Amendments Commencement Day for the Rule Change Commencement Month or any subsequent Trading Months must be made by the Market Participant in respect of a Facility in accordance with the Post-Amended Rules.

1.30.6. If before 8:00 AM on the RCM Pricing Amendments Commencement Day, notwithstanding that the Pre-Amended Rules continue to apply, a Rule Participant is required to perform an obligation that relates to the RCM Pricing Amendments Commencement Day or any subsequent Trading Days that it will not be required to perform under the Post-Amended Rules, the Rule Participant is not required to perform the obligation to the extent that:

(a) it relates to the RCM Pricing Amendments Commencement Day or any subsequent Trading Days; and

(b) to the extent that the obligation will not apply under the Post-Amended Rules.

1.30.7. After 8:00 AM on the RCM Pricing Amendments Commencement Day, notwithstanding that the Post-Amended Rules apply, each Rule Participant must perform all obligations imposed on that Rule Participant under the Pre-Amended Rules, arising in relation to each Trading Interval (or part of a Trading Interval) in a Trading Day, each Trading Day (or part of a Trading Day) or each Trading Month (or part of a Trading Month) up to but excluding the RCM Pricing Amendments Commencement Day, that, if the Pre-Amended Rules were in force, the Rule Participant would have been required to perform under the Pre-Amended Rules. This includes, but is not limited to, obligations relating to:

(a) administration of the market under Chapter 2;

(b) administration of the Reserve Capacity Mechanism under Chapter 4;

(c) dispatch under Chapter 7;

(d) settlement under Chapter 9; and

(e) treatment of information under Chapter 10.

1.30.8. From the RCM Pricing Amendments Commencement Day, notwithstanding that the Post‑Amended Rules apply, each Rule Participant may perform any of the discretionary actions that the Rule Participant is permitted to perform under the Pre-Amended Rules, in relation to each Trading Month up to but excluding the Rule Change Commencement Month, that, if the Pre-Amended Rules were in force, the Rule Participant would have been permitted to perform under the Pre‑Amended Rules.

1.30.9 Notwithstanding clause 4.5.13, the Statement of Opportunities Report for the 2021 Reserve Capacity Cycle does not need to include information that is not required to be included in a Statement of Opportunities Report under the Post-Amended Rules.

1.31. Transitional Provisions – Review of Reserve Capacity Price Factors

1.31.1. Clause 2.26.3A is modified so that the Economic Regulation Authority must not carry out the first review required by clause 2.26.3A before 30 September 2022.

1.32. Transitional Provisions – Publishing Information in Clause 4.20.5AA

1.32.1. For the purposes of the 2019 Reserve Capacity Cycle, notwithstanding clause 4.1.18A, BANANAS must publish the summary of information in clause 4.20.5AA within 10 Business Days of the prices referred to in that clause having been determined by BANANAS.

1.33. Specific Transitional Provisions – Network Congestion and Constraint Equations

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| **Explanatory Note**  Clause 1.33.1 specifies the constraint-related preparatory activities that are required to be undertaken by BANANAS and each Network Operator, and may be undertaken by the ERA, prior to commencement of the new Wholesale Electricity Market (**WEM**). These activities include:   * formulation of Constraint Equations; * publication of the Constraints Library (which will contain Constraint Equations and Constraint Sets); * provision of Limit Advice by each Network Operator to BANANAS; and * development of certain Transitional Procedures, which will become WEM Procedures upon commencement of the new Wholesale Electricity Market.   Clause 1.33.1 is amended to allow BANANAS and Western Power to undertake activities relating to the 2022 Reserve Capacity Cycle prior to new WEM Commencement Day. |

1.33.1. To facilitate the implementation of Wholesale Electricity Market and Constrained Network Access Reform, prior to the New WEM Commencement Day:

(a) BANANAS must, without limiting clause 1.20.2:

i. develop the procedures described in clauses 2.27A.10 and 2.27B.8;

ii. consult with Rule Participants and other relevant stakeholders in developing the procedures described in clauses 2.27A.10 and 2.27B.8;

iii. formulate Constraint Equations:

1. in accordance with the relevant procedure required to be developed by BANANAS under clause 1.33.1(a)(i); and

2. using the Reference Node to apply from the New WEM Commencement Day;

iv. publish the Constraints Library and any other information relating to Constraints that BANANAS determines, acting reasonably, should be published prior to the New WEM Commencement Day; and

v. provide the information specified under clause 4.4B.2 to each Network Operator in accordance with the relevant procedure required to be developed by BANANAS under clause 1.33.1(a)(i) for BANANAS to complete the activities described in that WEM Procedure; and

(b) each Network Operator must:

i. develop the procedure described in clause 2.27A.11;

ii. consult with Rule Participants and other relevant stakeholders in developing the procedure described in clause 2.27A.11;

iii. provide Limit Advice, developed in accordance with the procedure required to be developed by each Network Operator in accordance with clause 1.33.1(b)(i), to BANANAS in sufficient time for BANANAS to complete the activities described in clauses 1.33.1(a)(iii) and 1.33.1(a)(iv);

iv. provide any clarifications, updates or further information on Limit Advice, or further Limit Advice, as may be reasonably requested by BANANAS;

v. do anything else reasonably necessary or desirable to enable BANANAS to undertake the activities described in section 1.20 and clause 1.33.1(a);

vi. provide the information specified under clause 4.4B.5 to BANANAS in accordance with the relevant procedure required to be developed by BANANAS under clause 1.33.1(a)(i) for BANANAS to complete the activities described in that WEM Procedure; and

vii. develop RCM Limit Advice in accordance with the relevant procedure required to be developed by each Network Operator in accordance with clause 1.33.1(b)(i) for BANANAS to complete the activities described in the WEM Procedure required to be developed by BANANAS under clause 1.33.1(a)(i); and

(c) the Economic Regulation Authority may do anything reasonably necessary or desirable to prepare for its function of monitoring compliance with the obligations in sections 2.27A and 2.27B.

1.33.2. Each procedure that is required to be developed under clauses 1.33.1(a)(i) and 1.33.1(b)(i) is a Transitional Procedure which:

(a) without limiting clauses 1.33.1(a)(ii) and 1.33.1(b)(ii), may, but is not required to, be developed in accordance with the Procedure Change Process; and

(b) is, from the New WEM Commencement Day, deemed to be the relevant WEM Procedure required to be developed under section 2.27A or 2.27B.

1.33.3. Except in respect to the obligations under this section 1.33, prior to the New WEM Commencement Day, BANANAS and each Network Operator are not required to:

(a) comply with the obligations in sections 2.27A and 2.27B; or

(b) respond to any requests issued by the Economic Regulation Authority under clause 2.27C.7.

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| **Explanatory Note**  The Reference Node is used in the calculation of Transmission Loss Factors. In accordance with section 2.27, by 1 June each year, each Network Operator is required to recalculate Loss Factors for its connection points and provide updated Transmission Loss Factors and Distribution Loss Factors to BANANAS which are then published by BANANAS.  The Reference Node from commencement of the new WEM will be the Southern Terminal 330 kV bus-bar. Accordingly, section 1.34 requires Transmission Loss Factors and Distribution Loss Factors to be recalculated by each Network Operator relative to the new Reference Node (as appropriate) and provide them to BANANAS by 1 June 2023. BANANAS is required to publish the revised values, which will apply from commencement of the new Wholesale Electricity Market, within five business days of receiving them. This will allow Rule Participants sufficient time to identify and update any submission or forecast data that is dependent on Loss Factors prior to commencement of the new WEM. |

1.34. Calculation of Loss Factors – Change of Reference Node

1.34.1. Without limiting clauses 2.27.6 and 2.27.7:

(a) by 1 June immediately prior to the New WEM Commencement Day, each Network Operator must, in accordance with the WEM Procedure specified in clause 2.27.17:

i. recalculate the Loss Factors for its connection points using the Reference Node to apply from the New WEM Commencement Day; and

ii. provide the updated Transmission Loss Factors and Distribution Loss Factors (as applicable) for each Loss Factor Class in the Network Operator’s classification system to BANANAS; and

(b) BANANAS must publish the Transmission Loss Factors and Distribution Loss Factors provided by a Network Operator in accordance with clause 1.34.1(a) within five Business Days after receiving them.

1.34.2. For the purposes of clause 2.27.8, the Transmission Loss Factors and Distribution Loss Factors that are recalculated and published in accordance with clause 1.34.1 apply from the New WEM Commencement Day.

1.35. Specific Transitional Provisions for the First Review of the Minimum STEM Price

1.35.1. Notwithstanding clause 6.20.13, the Economic Regulation Authority must commence the first review of the Minimum STEM Price under clause 6.20.13 by 1 February 2021.

1.35.2. Notwithstanding clause 6.20.14, for the first review of the Minimum STEM Price under clause 6.20.13(a), the time period for which the Economic Regulation Authority must consider the matters referred to in clause 6.20.14 is at least the period beginning on 1 October 2019 until the commencement of the first review.

1.36. Specific Transitional Provisions – WEM Procedures for WEM Reforms Tranche 1 Amending Rules

1.36.1. In this section 1.36:

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the Tranche 1 Commencement Date.

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the Tranche 1 Commencement Date.

**WEM Reforms Tranche 1 Amending Rules:** Means the Amending Rules made by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette as part of the program of work for the Wholesale Electricity Market and Constrained Network Access Reform.

1.36.2. Before 8:00 AM on the Tranche 1 Commencement Date, notwithstanding that the Pre-Amended Rules continue to apply, BANANAS, each Network Operator and the Coordinator must perform each of their obligations in this section 1.36, as if the Post-Amended Rules were in force.

1.36.3. BANANAS must, without limiting clause 1.36.6:

(a) develop each of the procedures it is responsible for in accordance with the WEM Reforms Tranche 1 Amending Rules prior to the Tranche 1 Commencement Date; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the WEM Reforms Tranche 1 Amending Rules.

1.36.4. Each Network Operator must, without limiting clause 1.36.6:

(a) develop each of the procedures it is responsible for in accordance with the WEM Reforms Tranche 1 Amending Rules prior to the Tranche 1 Commencement Date; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the WEM Reforms Tranche 1 Amending Rules.

1.36.5. The Coordinator must, without limiting clause 1.36.6:

(a) develop each of the procedures it is responsible for in accordance with the WEM Reforms Tranche 1 Amending Rules prior to the Tranche 1 Commencement Date; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the WEM Reforms Tranche 1 Amending Rules.

1.36.6. Each WEM Procedure that is required to be developed under clauses 1.36.3(a), 1.36.4(a) and 1.36.5(a):

(a) without limiting clauses 1.36.3(b), 1.36.4(b) and 1.36.5(b), may, but is not required to, be developed in accordance with the Procedure Change Process;

(b) is, from the Tranche 1 Commencement Date, deemed to be the relevant WEM Procedure required to be developed under the relevant clause in the WEM Reforms Tranche 1 Amending Rules; and

(c) may, with industry consultation, be amended or replaced with a revised WEM Procedure without undertaking the Procedure Change Process by the party responsible for developing the WEM Procedure until six months after the New WEM Commencement Day provided that, in determining a commencement date for the revised WEM Procedure, the party responsible for developing the WEM Procedure gives reasonable consideration of an appropriate commencement date that minimises the impact of the changes to the WEM Procedure on Rule Participants. To avoid doubt, after 6 months from the New WEM Commencement Day, any amendment or replacement of the WEM Procedure must be made in accordance with the Procedure Change Process.

1.36.7. In developing, amending or replacing a WEM Procedure in accordance with this section 1.36, BANANAS, a Network Operator or the Coordinator, as applicable, must:

(a) publish a call for submissions on the proposed or revised WEM Procedure, and the due date for submissions must not be less than 15 Business Days from the date the proposed or revised WEM Procedure is published; and

(b) publish, together with the final WEM Procedure, a summary of the submissions received and the response of BANANAS, the Network Operator or the Coordinator, as applicable, to the issues raised in those submissions.

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| **Explanatory Note**  The commencement of the 2021 Reserve Capacity Cycle and the 2022 Reserve Capacity Cycle are to be deferred. This means that the activities that are required to take place during Year 1 of each Reserve Capacity Cycle will also be deferred from the dates and times prescribed in Chapter 4.  Sections 1.36A and 1.36B establish the following framework to enable the dates and times to be set in due course:   * BANANAS will determine and publish a timetable containing the modified dates and times for each of the key events in Year 1 of the 2021 and 2022 Reserve Capacity Cycles; * the timetables must be published no later than 1 March 2021; * BANANAS may subsequently revise the dates and times for one or more key events; * BANANAS must set the dates and times in the timetable, and make any subsequent amendments, in accordance with the principles specified in the framework; * all Year 1 activities are to be completed no later than:   + for the 2021 Reserve Capacity Cycle, 30 June 2022; and   + for the 2022 Reserve Capacity Cycle, 31 December 2022; and * if BANANAS wishes to extend the time and date by when all Year 1 activities are to be completed, BANANAS is required to consult on the proposed changes.   The new Network Access Quantity framework will apply from the 2022 Reserve Capacity Cycle. |

1.36A. Specific Transitional Provisions – Deferral of Key Events for Year 1 of the 2021 Reserve Capacity Cycle

1.36A.1. Notwithstanding clause 4.1.1C, for the 2021 Reserve Capacity Cycle, BANANAS has the power to modify and extend the dates and times for key events that are scheduled to occur in Year 1 of that Reserve Capacity Cycle only in accordance with this section 1.36A.

1.36A.2. By 5:00 PM on 1 March 2021, BANANAS must determine and publish a timetable on the WEM Website setting out the modified or extended dates and times for each of the key events specified in clause 1.36A.6 for the 2021 Reserve Capacity Cycle. The modified or extended dates or times take effect from the date that the timetable is published.

1.36A.3. Subject to clause 1.36A.7, BANANAS may further modify or extend the dates or times for any one or more of the key events specified in clause 1.36A.6 by publishing an updated timetable on the WEM Website. Any such further modified or extended dates and times take effect from the date that the updated timetable is published.

1.36A.4. In determining the modified or extended dates and times under clauses 1.36A.2 or 1.36A.3, BANANAS must:

(a) seek to preserve investment certainty for Market Participants and other interested stakeholders by allowing a reasonable time for decisions to be made relative to the modified or extended timelines; and

(b) minimise the overlap of:

i. key events in Year 1 of the 2021 Reserve Capacity Cycle;

ii. key events in Year 1 of the 2022 Reserve Capacity Cycle; and

iii. commencement of the new fully co-optimised energy and Essential System Service markets on the New WEM Commencement Day.

1.36A.5. In determining the modified or extended dates and times under clauses 1.36A.2 and 1.36A.3, BANANAS may consult with Market Participants and other interested stakeholders prior to setting or amending, as applicable, the modified or extended dates and times.

1.36A.6. Notwithstanding any other provision of these WEM Rules, the operation of the following clauses is amended in respect of the 2021 Reserve Capacity Cycle as follows:

(a) clause 4.1.4 is amended so that BANANAS must advertise a Request for Expressions of Interest in accordance with clause 4.2.4 by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(b) clause 4.1.5 is amended so that the potential Reserve Capacity providers may respond to the Request for Expressions of Interest in accordance with section 4.2 by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(c) clause 4.1.6 is amended so that BANANAS must publish a summary of the responses to its Request for Expressions of Interest in accordance with clause 4.2.7 by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(d) clause 4.1.7 is amended so that BANANAS must accept lodgement of applications for certification of Reserve Capacity in accordance with clause 4.9.1 from the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(e) clause 4.1.8 is amended so that BANANAS must publish a Statement of Opportunities Report produced in accordance with the Long Term PASA process described in clause 4.5.11 by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(f) clause 4.1.10 is amended so that BANANAS must publish on the WEM Website the Reserve Capacity Information Pack in accordance with clause 4.7.2 by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may updated by BANANAS in accordance with clause 1.36A.3;

(g) clause 4.1.11 is amended so that BANANAS must cease to accept lodgement of applications for certification of Reserve Capacity in accordance with clause 4.9.1 from the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(h) clause 4.1.12 is amended so that BANANAS must notify each applicant for certification of Reserve Capacity of the Certified Reserve Capacity to be assigned by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(i) clause 4.1.13 is amended so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 and any DSM Reserve Capacity Security required in accordance with clause 4.13A.1 not later than the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(j) clause 4.1.14 is amended so that each Market Participant holding Certified Reserve Capacity for the Reserve Capacity Cycle must provide to BANANAS notification in accordance with clause 4.14.1 as to how its Certified Reserve Capacity will be dealt with not later than the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(k) clause 4.1.15 is amended so that BANANAS must confirm to each Market Participant in accordance with clause 4.14.9 the amount of Certified Reserve Capacity that can be traded bilaterally from its Facilities by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(l) clause 4.1.15A is amended so that BANANAS must publish the Certified Reserve Capacity for each Facility in accordance with clause 4.9.9A by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(m) clause 4.1.16A is amended so that BANANAS must:

i. assign Capacity Credits in accordance with clause 4.20.5A(a) as set out in clause 4.1.16A(a); and

ii. determine in accordance with clause 4.20.5A(aA) whether the Reserve Capacity Requirement has been met or exceeded with the Capacity Credits assigned for Year 3 as set out in clause 4.1.16A(b),

by the date and time specified in the timetable published by BANANAS under clause 1.36A.2, and as may be updated by BANANAS in accordance with clause 1.36A.3, provided that, subject to clause 1.36A.7, the date is not later than 30 June 2022;

(n) clause 4.1.18A is amended so that BANANAS must publish the summary of information described in clause 4.20.5AA by the date and time specified in the timetable (which must be the same date and time as specified in the timetable for performance of the obligations under clause 4.1.16A) published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(o) clause 4.1.19 is amended so that BANANAS must commence the review of the Benchmark Reserve Capacity Price as required by clause 4.16.3 and complete the review in accordance with clause 4.1.19 by the date and time specified in the timetable (which must be the same date and time as specified in the timetable for performance of the obligations under clause 4.1.4) published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3;

(p) clause 4.1.21 is amended so that a Market Participant may apply to BANANAS under clause 4.13.2A for a recalculation of the amount of Reserve Capacity Security required to be held by BANANAS for a Facility in accordance with clause 4.13.2(b) or under clause 4.13A.8 for a recalculation of the amount of DSM Reserve Capacity Security required to be held by BANANAS for a Demand Side Programme in accordance with clauses 4.13A.1 or 4.13A.4, as applicable, by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3; and

(q) clause 4.1.21A is amended so that each relevant Market Participant must notify BANANAS of the number of Capacity Credits that are to be associated with each component of their Facility for the Capacity Year in accordance with clause 4.20.16 by the date and time specified in the timetable published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3.

1.36A.7. If BANANAS wishes to modify or extend the date for completion of the key events referred to in clause 1.36A.6(m) to a date after 30 June 2022, then BANANAS must, without limiting its obligations under clause 2.21.6:

(a) consult with Market Participants and other interested stakeholders on the proposed modified or extended date;

(b) call for submissions; and

(c) publish on the WEM Website:

i. BANANAS's decision on the modified or extended date;

ii. any submissions received; and

iii. an updated timetable in accordance with clause 1.36A.3.

1.36A.8. Notwithstanding the time and date specified in clause 4.1.4, for the 2021 Reserve Capacity Cycle, BANANAS is not required to advertise a Request for Expression of Interest in accordance with section 4.2 for that Reserve Capacity Cycle until the time and date specified in the timetable to be published by BANANAS under clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3.

1.36A.9. For the 2021 Reserve Capacity Cycle, any clause that refers to a clause amended in accordance with clause 1.36A.6, is to be read in the context of the operation of this section 1.36A and the clause as amended.

1.36A.10. Nothing in this section 1.36A shall affect the operation of Chapter 4 insofar as the clauses of Chapter 4 apply to a Reserve Capacity Cycle other than the 2021 Reserve Capacity Cycle.

1.36B. Specific Transitional Provisions – Deferral of Key Events for Year 1 of the 2022 Reserve Capacity Cycle

1.36B.1. Notwithstanding clause 4.1.1C, for the 2022 Reserve Capacity Cycle, BANANAS has the power to modify and extend the dates and times for key events that are scheduled to occur in Year 1 of that Reserve Capacity Cycle only in accordance with this section 1.36B.

1.36B.2. By 5:00 PM on 1 March 2021, BANANAS must determine and publish a timetable on the WEM Website setting out the modified or extended dates and times for each of the key events specified in clause 1.36B.6 for the 2022 Reserve Capacity Cycle. The modified or extended dates or times take effect from the date that the timetable is published.

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| **Explanatory Note**  Clause 1.36B.2A is added so that any new key events in section 4.1 (e.g. new clause 1.36B.6(qA) below) are included in the timetable to be published by BANANAS in accordance with this section 1.36B. |

1.36B.2A. If, following the initial publication of the timetable referred to in clause 1.36B.2, clause 1.36B.6 is amended to include a new key event in section 4.1, BANANAS must, within 20 Business Days of the amendment commencing, determine and publish an updated timetable to include the modified or extended date and time, as applicable, for the new key event.

1.36B.3. Subject to clause 1.36B.7, BANANAS may further modify or extend the dates or times for any one or more of the key events specified in clause 1.36B.6 by publishing an updated timetable on the WEM Website. Any such further modified or extended dates and times take effect from the date that the updated timetable is published.

1.36B.4. In determining the modified or extended dates and times under clause 1.36B.2 or 1.36B.3, BANANAS must:

(a) seek to preserve investment certainty for Market Participants and other interested stakeholders by allowing a reasonable time for decisions to be made relative to the modified or extended timelines; and

(b) minimise the overlap of:

i. key events in Year 1 of the 2021 Reserve Capacity Cycle;

ii. key events in Year 1 of the 2022 Reserve Capacity Cycle; and

iii. commencement of the new fully co-optimised energy and Essential System Service markets on the New WEM Commencement Day.

1.36B.5. In determining the modified or extended dates and times under clauses 1.36B.2 and 1.36B.3, BANANAS may consult with Market Participants and other interested stakeholders prior to setting or amending, as applicable, the modified or extended dates and times.

1.36B.6. Notwithstanding any other provision of these WEM Rules the operation of the following clauses is amended in respect of the 2022 Reserve Capacity Cycle as follows:

(a) clause 4.1.4 is amended so that BANANAS must advertise a Request for Expressions of Interest in accordance with clause 4.2.4 by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(b) clause 4.1.5 is amended so that the potential Reserve Capacity providers may respond to the Request for Expressions of Interest in accordance with section 4.2 by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(c) clause 4.1.6 is amended so that BANANAS must publish a summary of the responses to its Request for Expressions of Interest in accordance with clause 4.2.7 by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(d) clause 4.1.7 is amended so that BANANAS must accept lodgement of applications for certification of Reserve Capacity in accordance with clause 4.9.1 from the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(e) clause 4.1.8 is amended so that BANANAS must publish a Statement of Opportunities Report produced in accordance with the Long Term PASA process described in clause 4.5.11 by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(f) clause 4.1.10 is amended so that BANANAS must publish on the WEM Website the Reserve Capacity Information Pack in accordance with clause 4.7.2 by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(g) clause 4.1.11 is amended so that BANANAS must cease to accept lodgement of applications for certification of Reserve Capacity in accordance with clause 4.9.1 from the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(h) clause 4.1.12 is amended so that BANANAS must notify each applicant for certification of Reserve Capacity of the Certified Reserve Capacity to be assigned by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(i) clause 4.1.13 is amended so that each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 and any DSM Reserve Capacity Security required in accordance with clause 4.13A.1 not later than the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(j) clause 4.1.14 is amended so that each Market Participant holding Certified Reserve Capacity for the Reserve Capacity Cycle must provide to BANANAS notification in accordance with clause 4.14.1 as to how its Certified Reserve Capacity will be dealt with not later than the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(k) clause 4.1.15 is amended so that BANANAS must confirm to each Market Participant in accordance with clause 4.14.9 the amount of Certified Reserve Capacity that can be traded bilaterally from its Facilities by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(l) clause 4.1.15A is amended so that BANANAS must publish the Certified Reserve Capacity for each Facility in accordance with clause 4.9.9A by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(m) clause 4.1.16A is amended so that BANANAS must:

i. assign Capacity Credits in accordance with clause 4.20.5A(a) as set out in clause 4.1.16A(a);

ii. determine in accordance with clause 4.20.5A(aA) whether the Reserve Capacity Requirement has been met or exceeded with the Capacity Credits assigned for Year 3 as set out in clause 4.1.16A(b);

iii. notify each Market Participant of the Network Access Quantity determined for each of its Facilities in accordance with clause 4.15.11; and

iv. publish the information required to be published under clause 4.15.16,

by the date and time specified in the timetable published by BANANAS under clause 1.36B.2, and as may be updated by BANANAS in accordance with clause 1.36B.3, provided that, subject to clause 1.36B.7, the date is not later than 31 December 2022;

(n) clause 4.1.18A is amended so that BANANAS must publish the summary of information described in clause 4.20.5AA by the date and time specified in the timetable (which must be the same date and time as specified in the timetable for performance of the obligations under clause 4.1.16A) published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(o) clause 4.1.19 is amended so that BANANAS must commence the review of the Benchmark Reserve Capacity Price as required by clause 4.16.3 and complete the review in accordance with clause 4.1.19 by the date and time specified in the timetable (which must be the same date and time as specified in the timetable for performance of the obligations under clause 4.1.4) published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(p) clause 4.1.21 is amended so that a Market Participant may apply to BANANAS under clause 4.13.2A for a recalculation of the amount of Reserve Capacity Security required to be held by BANANAS for a Facility in accordance with clause 4.13.2(b) or under clause 4.13A.8 for a recalculation of the amount of DSM Reserve Capacity Security required to be held by BANANAS for a Demand Side Programme in accordance with clauses 4.13A.1 or 4.13A.4, as applicable, by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(q) clause 4.1.21A is amended so that each relevant Market Participant must notify BANANAS of the number of Capacity Credits that are to be associated with each component of their Facility for the Capacity Year in accordance with clause 4.20.16 by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(qA) clause 4.1.22 is amended so that BANANAS must set the number of Capacity Credits to be associated with each component of a Facility in accordance with clause 4.20.17 and publish that information by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(r) clause 4.4B.2 is amended so that BANANAS must provide the following information to each relevant Network Operator by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3:

i. details of each Facility specified in an Expression of Interest submitted under clause 4.2.6 for the Reserve Capacity Cycle, including the information in clauses 4.4.1;

ii. details of each Facility for which BANANAS has received a notice under clause 4.4A.1 where the intention is for the Facility to cease operation permanently by 1 October of Year 3 of the Reserve Capacity Cycle; and

iii. details of each Facility for which BANANAS has received an Early Certified Reserve Capacity application and whether the Facility has nominated to be classified as a Network Augmentation Funding Facility.

(s) clause 4.4B.3 is amended so that each Network Operator must, in respect of its Network, provide its reasonable estimate of the configuration at peak demand, and associated Thermal Network Limits of its Network in accordance with that clause by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3;

(t) clause 4.4B.5 is amended so that each Network Operator must provide the information specified in that clause in respect of its Network to BANANAS by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3; and

(u) clause 4.4B.6 is amended so that BANANAS must publish the following information in the Constraints Library for the 2022 Reserve Capacity Cycle by the date and time specified in the timetable published by BANANAS under clause 1.36B.2 and as may be updated by BANANAS in accordance with clause 1.36B.3:

i. the information provided by each Network Operator under clause 4.4B.5; and

ii. the Preliminary RCM Constraint Equations.

1.36B.7. If BANANAS wishes to modify or extend the date for completion of the key events referred to in clause 1.36B.6(m) to a date after 31 December 2022, then BANANAS must, without limiting its obligations under clause 2.21.6:

(a) consult with Market Participants and other interested stakeholders on the proposed modified or extended date;

(b) call for submissions; and

(c) publish on the WEM Website:

i. BANANAS's decision on the modified or extended date;

ii. any submissions received; and

iii. an updated timetable in accordance with clause 1.36B.3.

1.36B.8. For the 2022 Reserve Capacity Cycle, any clause that refers to a clause amended in accordance with clause 1.36B.6, is to be read in the context of the operation of this section 1.36B and the clause as amended.

1.36B.9. Nothing in this section 1.36B shall affect the operation of Chapter 4 insofar as the clauses of Chapter 4 apply to a Reserve Capacity Cycle other than the 2022 Reserve Capacity Cycle.

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| **Explanatory Note**  The general transitional provisions in section 1.36C provide for different commencement days for different amending rules.  Section 1.36C is amended so that it applies to amending rules that are made by the Minister and commenced on dates other than on the New WEM Commencement Day (i.e. 1 October 2023), when the new proposed general transitional provisions in sections 1.55 will apply to the amending rules commencing on that day. While there is arguably some cross-over between the obligations under sections 1.55 and 1.36C (e.g. compliance with the WEM Rules pre- and post- amendments), the sections are intended to address amendments to the WEM Rules that commence at different times. |

1.36C. General Transitional Provisions – Staging of Amendments

1.36C.1. In this section 1.36C:

**Amending Rules Commencement Day:** Means a date, other than the New WEM Commencement Day, by notice published in the Government Gazette, that a Specific Amending Rule commences.

**Commenced Amending Rule:** Means a Specific Amending Rule that has commenced on an Amending Rules Commencement Day.

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the most recent Amending Rules Commencement Day.

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the most recent Amending Rules Commencement Day.

**Specific Amending Rule**: Means an Amending Rule made by the Minister under regulation 7(5) of the WEM Regulations (at any time) by a notice published in the Government Gazette as part of the program of work for the Wholesale Electricity Market and Constrained Network Access Reform but excludes an Amending Rule which commences on the New WEM Commencement Day.

**WEM Participant:** Means the Coordinator, a Rule Participant and the Economic Regulation Authority.

1.36C.2. Before 8:00 AM on an Amending Rules Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, each WEM Participant must perform all obligations imposed on that WEM Participant under the Post‑Amended Rules, in relation to that Amending Rules Commencement Day and subsequent Trading Days, that, if the Post‑Amended Rules were in force, the WEM Participant would have been required to perform under the Post‑Amended Rules.

1.36C.3. If before 8:00 AM on an Amending Rules Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a WEM Participant performs an obligation under the Post‑Amended Rules under clause 1.36C.2, then to the extent that the obligation is performed, the WEM Participant is not required to perform any equivalent obligation under the Pre‑Amended Rules to the extent that these obligations relate to that Amending Rules Commencement Day or subsequent Trading Days.

1.36C.4. If before 8:00 AM on an Amending Rules Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a WEM Participant is required to perform an obligation that relates to that Amending Rules Commencement Day or subsequent Trading Days that it will not be required to perform under the Post‑Amended Rules, the WEM Participant is not required to perform the obligation to the extent that it relates to that Amending Rules Commencement Day or subsequent Trading Days and to the extent that the obligation will not apply under the Post‑Amended Rules.

1.36C.5. After 8:00 AM on an Amending Rules Commencement Day, notwithstanding that the Post‑Amended Rules apply, each WEM Participant must perform all obligations imposed on that WEM Participant under the Pre‑Amended Rules, arising in relation to each Trading Day (or part of a Trading Day) up to but excluding that Amending Rules Commencement Day, that, if the Pre‑Amended Rules were in force, the WEM Participant would have been required to perform under the Pre‑Amended Rules other than those obligations the WEM Participant is not required to perform pursuant to clause 1.36C.3.

1.36C.6. Where a Commenced Amending Rule requires the operation of one or more Specific Amending Rules that have not yet commenced, then regard may be had to those Specific Amending Rules to interpret or give effect to the Commenced Amending Rule even though the Specific Amending Rules have not yet commenced.

1.36C.7. Where any Commenced Amending Rule requires the operation of WEM Rules which have been amended, repealed or replaced by one or more Commenced Amending Rules, regard may be had to those WEM Rules to interpret or give effect to the Commenced Amending Rule even though those WEM Rules have been amended, repealed or replaced.

1.36D. Specific Transitional Provisions for Publication of Electric Storage Resource Obligation Intervals for the 2021 Reserve Capacity Cycle

1.36D.1. Notwithstanding clause 4.11.3A, for the purposes of the 2021 Reserve Capacity Cycle, BANANAS must publish the Electric Storage Resource Obligation Intervals on the WEM Website at least 20 Business Days before the date and time specified in clause 4.1.7, as set in the timetable published by BANANAS in accordance with clause 1.36A.2 and as may be updated by BANANAS in accordance with clause 1.36A.3.

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| **Explanatory Note**  Section 1.37 sets out the transitional rules that are required to ensure the seamless removal of references to System Management in the WEM Rules. This includes allowing BANANAS to update any WEM Procedures to remove any references to System Management and replace them with BANANAS.  Clause 1.37.3 makes provision for all market information that is assigned a confidentiality status of 'System Management Confidential' to be classified as 'System Operation Confidential' as a consequence of the amendments to section 10.9 to re-name that confidentiality class. |

1.37. Specific Transitional Provisions for Administrative Amendments

1.37.1. In this section 1.37:

**Pre-Amended Rules**: Means the WEM Rules as in force immediately before the Administrative Amendments come into effect.

**Post-Amended Rules**: Means the WEM Rules as in force immediately after the Administrative Amendments come into effect.

**Administrative Amendments**: Means the Amending Rules that will commence at 8:00 AM on the Administrative Amendments Commencement Day made by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette.

**Administrative Amendments Commencement Day**: Means a day specified by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette.

1.37.2. Where a WEM Procedure refers to System Management (as that term is defined in the Pre-Amended Rules) then:

(a) the relevant Rule Participant responsible for the WEM Procedure must, as soon as practicable after the Administrative Amendments Commencement Day, amend the WEM Procedure to refer to BANANAS instead of System Management and make any consequential amendments that BANANAS considers reasonably necessary to give effect to the Administrative Amendments without undertaking the Procedure Change Process;

(b) any WEM Procedure which is amended in accordance with clause 1.37.2(a) commences operation on the date and time determined by the relevant Rule Participant responsible for the WEM Procedure and published on the WEM Website; and

(c) until any WEM Procedure is amended and commenced in accordance with clauses 1.37.2(a) and 1.37.2(b), a reference in a WEM Procedure that should be a reference to BANANAS having regard to BANANAS’s functions, including System Operation Functions, rights and obligations under these WEM Rules and any other WEM Procedure, is deemed to be a reference to BANANAS.

1.37.3. On and from the Administrative Amendments Commencement Day, all market information that BANANAS has set the class of confidentiality status as System Management Confidential in accordance with clause 10.2.1 or section 10.9 of the Pre-Amended Rules, is to be deemed to be the confidentiality status of System Operation Confidential under the Post-Amended Rules.

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| **Explanatory Note**  Chapter 3A applies to Western Power. The transitional provisions in section 1.38 exempts other Network Operators from the application of Chapter 3A until such time as determined appropriate by BANANAS. |

1.38. Specific Transitional Provisions – Application of Chapter 3A to Network Operators

1.38.1. Notwithstanding the requirements of Chapter 3A, a Network Operator, other than Western Power, is exempt from the requirement to comply with Chapter 3A and Appendix 12 until such time as it is notified by BANANAS, in writing, that it must comply with Chapter 3A and Appendix 12.

1.38.2. BANANAS may issue a notice to a Network Operator that it must comply with Chapter 3A and Appendix 12, where:

(a) BANANAS has consulted with the Network Operator in respect of the Network Operator's ability to comply with Chapter 3A and Appendix 12; and

(b) BANANAS reasonably considers that the Network Operator can comply with Chapter 3A and Appendix 12 on and from the date of the notification.

1.38.3. A notice issued under clause 1.38.2 must specify the time by which the Network Operator is required to comply with Chapter 3A and Appendix 12 which must be no less than six months from the date of the notice.

1.38.4. At the same time BANANAS issues a notice to the Network Operator under clause 1.38.2, BANANAS must provide a copy of that notice to the Economic Regulation Authority.

1.39. Application of Chapter 3A to Existing Transmission Connected Generating Systems

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| **Explanatory Note**  Clause 1.39.1 exempts an Existing Transmission Connected Generating System from the application of Chapter 3A as if it was an Exempt Transmission Connected Generating System.  The exemption will apply until the Market Participant has Registered Generator Performance Standards and an approved or determined Generator Monitoring Plan. After that, the Existing Transmission Connected Generating System must comply with the requirements of Chapter 3A and Appendix 12. |

1.39.1. A Market Participant responsible for an Existing Transmission Connected Generating System is exempt from all of the requirements of section 3A.1, section 3A.2 and sections 3A.5 to 3A.14 other than as set out in sections 1.39 to 1.42 until the time at which the Existing Transmission Connected Generating System ceases to be an Existing Transmission Connected Generating System as set out in clause 1.39.13.

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| **Explanatory Note**  Clause 1.39.2 sets out the deadline by when a Market Participant responsible for an Existing Transmission Connected Generating System must have a Registered Generator Performance Standard for each Technical Requirement for the Transmission Connected Generating System. |

1.39.2. The date by which the Market Participant responsible for an Existing Transmission Connected Generating System must have a Registered Generator Performance Standard for each Technical Requirement for the Transmission Connected Generating System will be the later of:

(a) 31 January 2022; or

(b) any date agreed by the relevant Network Operator and the Market Participant responsible for the Existing Transmission Connected Generating System under clause 1.39.4.

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| **Explanatory Note**  Clause 1.39.3 provides for a cut-off date. If the Registered Generator Performance Standards are not determined by 31 January 2022 (as may be extended) then any matters remaining between the relevant Network Operator and the Market Participant will be resolved under the dispute resolution mechanism in section 1.42.  Where the parties consider that an extension is required (for example, if they are waiting on additional testing) then the parties may agree to extend the date. |

1.39.3. If, by the date set out in clause 1.39.2, a Market Participant responsible for an Existing Transmission Connected Generating System does not have a Registered Generator Performance Standard for each Technical Requirement then the relevant Network Operator must commence the dispute resolution mechanism contained in section 1.42.

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| **Explanatory Note**  Clause 1.39.4 requires the Network Operator to consider and determine the request for an extension to the date Registered Generator Performance Standards are required. The Network Operator must approve the request if it is a legitimate request for extension. |

1.39.4. Subject to clause 1.39.5, a Market Participant may request the date referred to in clause 1.39.2 be extended by the Network Operator, who must agree to extend the date by a reasonable period where the Network Operator considers that the Market Participant is making reasonable progress to having Registered Generator Performance Standards in respect of Technical Requirements for one or more of its Existing Transmission Connected Generating Systems and reasonably requires additional time to have all required Registered Generator Performance Standards. To avoid doubt, the Market Participant may request, and the Network Operator may extend, the date in clause 1.39.2 more than once.

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| **Explanatory Note**  Clause 1.39.5 provides that a request must be made at least 20 Business Days before the date of submission. |

1.39.5. A request made under clause 1.39.4 must be made at least 20 Business Days before 31 January 2022, or any extended date agreed under clause 1.39.4. Where a request is made within 20 Business Days of the relevant date the Network Operator may, but is not obliged to, consider the request.

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| **Explanatory Note**  Clause 1.39.6 provides the time by which the Network Operator must notify the Market Participant. |

1.39.6. A Network Operator must notify the Market Participant responsible for the Existing Transmission Connected Generating System whether the request made under clause 1.39.4 is approved or rejected within 10 Business Days or other date agreed between the parties.

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| **Explanatory Note**  Clause 1.39.7 sets out the deadline by when a Market Participant responsible for an Existing Transmission Connected Generating System must have a Generator Monitoring Plan approved by BANANAS which is 12 months after the Market Participant must submit a proposed Generator Monitoring Plan to BANANAS for approval under clause 1.41.2 or a date agreed between BANANAS and the Market Participant. |

1.39.7. The time by which the Market Participant responsible for an Existing Transmission Connected Generating System must have a Generator Monitoring Plan approved by BANANAS will be the later of:

(a) the date that is 12 months after the date on which the Market Participant submits their proposed Generator Monitoring Plan to BANANAS for approval; or

(b) any date agreed by BANANAS and the Market Participant responsible for the Existing Transmission Connected Generating System under clause 1.39.9.

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| **Explanatory Note**  Clause 1.39.8 provides for a cut-off date. If the Generator Monitoring Plan is not approved by the time set out in clause 1.39.7 then it will be determined under the dispute resolution mechanism in section 1.42. Where the parties consider that an extension is required (for example they are waiting on additional testing) then the parties may agree to extend the date. |

1.39.8. If, by the date set out in clause 1.39.7, a Market Participant responsible for an Existing Transmission Connected Generating System does not have a Generator Monitoring Plan approved by BANANAS in accordance with section 1.41 then BANANAS must commence the dispute resolution mechanism contained in section 1.42.

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| **Explanatory Note**  Clause 1.39.9 requires BANANAS to consider and determine the request for an extension to the date an approved Generator Monitoring Plan is required. BANANAS must approve the request if it is a legitimate request for extension. |

1.39.9. Subject to clause 1.39.10, a Market Participant may request the date referred to in clause 1.39.7 be extended by BANANAS, who must agree to extend the date by a reasonable period where BANANAS considers that the Market Participant is making reasonable progress towards having a Generator Monitoring Plan for one or more of its Existing Transmission Connected Generating Systems and reasonably requires additional time to complete the Generator Monitoring Plan or Generator Monitoring Plans. To avoid doubt, the Market Participant may request, and BANANAS may extend, the date in clause 1.39.7 more than once.

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| **Explanatory Note**  Clause 1.39.10 provides that a request must be made at least 20 Business Days before the date of submission. |

1.39.10. A request made under clause 1.39.9 must be made at least 20 Business Days before the date described in clause 1.39.7(a), or any extended date agreed under clause 1.39.9. Where a request is made within 20 Business Days of the relevant date BANANAS may, but is not obliged to, consider the request.

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| **Explanatory Note**  Clause 1.39.11 provides the time by which BANANAS must notify the Market Participant. |

1.39.11. BANANAS must notify the Market Participant whether the request made under clause 1.39.9 is approved or rejected within 10 Business Days or other date agreed between the parties.

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| **Explanatory Note**  Clause 1.39.12 is a general information provision clause similar to clause 3A.2.1. Clause 3A.2.1 only applies to requests under Chapter 3A so this clause provides an obligation to provide information for the purposes of sections 1.39 to 1.42. |

1.39.12. A Market Participant responsible for an Existing Transmission Connected Generating System must use reasonable endeavours to provide all data and information reasonably required by a Network Operator or BANANAS under sections 1.39 to 1.42 to assess the impact of the Existing Transmission Connected Generating System on the performance and security of the applicable network.

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| **Explanatory Note**  Clause 1.39.13 is intended to provide a mechanism where the transitional regime will no longer apply and Chapter 3A will apply to the Transmission Connected Generating System. |

1.39.13. An Existing Transmission Connected Generating System will cease to be an Existing Transmission Connected Generating System at the time the Market Participant responsible for the Existing Transmission Connected Generating System has:

(a) a Registered Generator Performance Standard for each Technical Requirement in accordance with section 1.40; and

(b) a Generator Monitoring Plan approved by BANANAS in accordance with section 1.41 or determined by an arbitrator in accordance with the dispute resolution mechanism contained in section 1.42.

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| **Explanatory Note**  Section 1.40 sets out the regime for the determination and registration of generator performance standards for Existing Transmission Connected Generating Systems. |

1.40. Requirements for Existing Transmission Connected Generating Systems

1.40.1. In this section 1.40:

**Access Standard:** Means an existing standard or technical level of performance in respect of the same or equivalent matter as a Technical Requirement that is either:

(a) set out in and required by an Arrangement for Access; or

(b) otherwise previously agreed by the Network Operator at the time of connection of the Existing Transmission Connected Generating System to the SWIS, or prior to the Tranche 1 Commencement Date,

and includes any condition or circumstance which is of similar effect as a Generator Condition in respect of an existing standard or technical level of performance for the Existing Transmission Connected Generating System.

**Agreed Generator Performance Standard:** Means the standard or technical level of performance in respect of a Technical Requirement that is either:

(a) agreed between a Market Participant responsible for an Existing Transmission Connected Generating System and the relevant Network Operator; or

(b) deemed to be the applicable standard or technical level of performance in respect of the same matter as a Technical Requirement that applies in respect of an Existing Transmission Connected Generating System,

in accordance with this section 1.40.

**Generator Condition:** Means one or more circumstances specified in a Proposed Alternative Standard:

(a) the occurrence of which requires a Market Participant responsible for an Existing Transmission Connected Generating System to undertake required actions to achieve an agreed outcome and or achieve an agreed higher level of performance than set out in the Proposed Alternative Standard in respect of one or more Technical Requirements; and

(b) that specifies or describes each of the matters in clauses 3A.5.6(a) to 3A.5.6(g), where each reference to 'Trigger Event' in those clauses is to be read as 'Generator Condition'.

**Proposed Alternative Standard:** Means a standard or technical level of performance in respect of a Technical Requirement proposed to apply to an Existing Transmission Connected Generating System that has been submitted in accordance with clause 1.40.6.

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| **Explanatory Note**  The Network Operator will set out the relevant reference standards which may apply to an Existing Transmission Connected Generating System in the WEM Procedure referred to in clause 1.40.30. Depending on when the generator was connected these would be the relevant standard that applied in the Technical Rules, the Technical Code, Planning Criterion or other specified document. |

**Reference Standard:** Means a standard or technical level of performance that applied at the time of connection of the Existing Transmission Connected Generating System to the SWIS or a modification of an Existing Transmission Connected Generating System before the Tranche 1 Commencement Date as set out in the WEM Procedure referred to in clause 1.40.30 in respect of the same matter as a Technical Requirement.

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| **Explanatory Note**  The process of determining the existing standards that apply will depend on the parties providing all relevant information to each other in order to determine the relevant standard that applies to the generating system. Clause 1.40.2 places an obligation on the Market Participant to provide all relevant information to the Network Operator. The obligation is 'reasonable endeavours' so the Market Participant does not have to spend an unreasonable amount of time looking for contractual information that might not exist or not be accessible. |

1.40.2. A Market Participant responsible for an Existing Transmission Connected Generating System must use reasonable endeavours to provide to the relevant Network Operator any relevant document or information that it is able to provide that is in its possession, power or control which relates to an Access Standard in respect of the Existing Transmission Connected Generating System.

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| **Explanatory Note**  The process of determining the existing standards that apply will depend on the parties providing all relevant information to each other in order to determine the relevant standard that applies to the generating system. Clause 1.40.3 places an obligation on the Network Operator to provide all relevant information to the Market Participant. The obligation is 'reasonable endeavours' so the Network Operator does not have to spend an unreasonable amount of time looking for contractual information that might not exist or not be accessible. |

1.40.3. A Network Operator must use reasonable endeavours to provide to a Market Participant responsible for an Existing Transmission Connected Generating System any relevant document or information that it is able to provide that is in its possession, power or control which relates to an Access Standard in respect of the Existing Transmission Connected Generating System.

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| **Explanatory Note**  Generators are required to comply with applicable standards available at the time of connection (including any exemptions). Some examples of these standards include Western Power’s Technical Rules, and prior, the Technical Code. Where applicable standards were agreed at the time of connection, or approved modification, these will be the Agreed Generator Performance Standard in respect of any applicable Technical Requirement. Clause 1.40.30 provides for Agreed Generator Performance Standard to be the generator’s Registered Generator Performance Standard. |

1.40.4. Subject to clause 1.40.6, an Access Standard in respect of the same or equivalent matter as a Technical Requirement will be deemed to be the Agreed Generator Performance Standard for that Technical Requirement.

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| **Explanatory Note**  Where standards were not agreed at the time of connection or approved modification (or agreed standards cannot be located), but a Reference Standard exists, then that Reference Standard will be deemed to the Agreed Generator Performance Standard. |

1.40.5. Subject to clause 1.40.6, where no Access Standard in respect of the same matter as a Technical Requirement exists and there is an applicable Reference Standard, then the Reference Standard will be deemed to be the Agreed Generator Performance Standard for that Technical Requirement.

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| **Explanatory Note**  Appendix 12 contains Technical Requirements which are not covered by Reference Standards. Alternately, there may be disputes as to the application of the standards deemed to apply. Where this occurs then the parties may negotiate the appropriate standard to apply. |

1.40.6. Where:

(a) these WEM Rules do not deem a standard of performance for a Technical Requirement to be an Agreed Generator Performance Standard in accordance with clause 1.40.4 or clause 1.40.5;

(b) a Market Participant responsible for the Existing Transmission Connected Generating System does not reasonably consider that the Existing Transmission Connected Generating System is able to comply with a Reference Standard that is deemed to be an Agreed Generator Performance Standard under clause 1.40.5; or

(c) the relevant Network Operator and Market Participant responsible for the Existing Transmission Connected Generating System disagree as to the existence or interpretation of an Access Standard,

the Market Participant responsible for the Existing Transmission Connected Generating System must notify the Network Operator as soon as practicable and submit a Proposed Alternative Standard which may include a Generator Condition.

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| **Explanatory Note**  Clause 1.40.7 sets out the information which must be provided by the Market Participant when it submits a Proposed Alternative Standard. The information will vary depending on the circumstances in which the Market Participant is submitting the Proposed Alternative Standard. |

1.40.7. Where clause 1.40.6 applies, the Market Participant responsible for the Existing Transmission Connected Generating System must also submit reasons and supporting evidence as to how the Proposed Alternative Standard meets the applicable criteria listed in clause 1.40.8 and is otherwise appropriate in the circumstances. Where the Proposed Alternative Standard is less onerous than the Minimum Generator Performance Standard or the Reference Standard (as applicable) for that Technical Requirement, the Market Participant must also submit:

(a) technical evidence as to why the Existing Transmission Connected Generating System cannot comply with the Minimum Generator Performance Standard or the Reference Standard (as applicable); and

(b) information on the costs the Market Participant is likely to incur in order to meet the Minimum Generator Performance Standard or Reference Standard (as applicable).

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| **Explanatory Note**  The criteria in clause 1.40.8 is consistent with the criteria in clause 3A.5.5 for a Proposed Negotiated Generator Performance Standard save that the cost of compliance and the capability of the generator to meet the requirement is an explicit factor. |

1.40.8. A Proposed Alternative Standard submitted under clause 1.40.6 must be as consistent as practicable to the Minimum Generator Performance Standard or Reference Standard for the relevant Technical Requirement (as applicable), having regard to:

(a) the need to protect the Existing Transmission Connected Generating System from damage;

(b) power system conditions at the location of the connection;

(c) the commercial and technical feasibility of complying with the Minimum Generator Performance Standard or Reference Standard (as applicable);

(d) the costs associated with complying with the Minimum Generator Performance Standard or Reference Standard (as applicable) over the remaining life of the Existing Transmission Connected Generating System; and

(e) the capability of the Existing Transmission Connected Generating System in respect of the Technical Requirement.

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| **Explanatory Note**  Clause 1.40.9 provides a broad power for the Network Operator to require information in order to assess a Proposed Alternative Standard. |

1.40.9. If the relevant Network Operator requires further information that it considers necessary to determine whether a Proposed Alternative Standard is appropriate it must request the information from the Market Participant responsible for the Existing Transmission Connected Generating System who must use reasonable endeavours to provide the further information that is in its possession, power or control. To avoid doubt, a Market Participant is not required to undertake testing to comply with this obligation.

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| **Explanatory Note**  Clause 1.40.10 mirrors the process in clause 3A.5.10 which requires the Network Operator to consult with BANANAS. |

1.40.10. If:

(a) a Proposed Alternative Standard is at or above the Minimum Generator Performance Standard or Reference Standard (as applicable); or

(b) the Network Operator reasonably considers it will approve a Proposed Alternative Standard having regard to the matters in clause 1.40.8 and following the receipt of the information and evidence referred to in clause 1.40.7 and any further information requested under clause 1.40.9,

the Network Operator must:

(c) provide any information received from the Market Participant responsible for the Existing Transmission Connected Generating System under clause 1.40.7 and clause 1.40.9 to BANANAS; and

(d) use best endeavours to consult with BANANAS within a reasonable timeframe, in accordance with the process agreed under clause 3A.1.3, in relation to each submitted Proposed Alternative Standard.

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| **Explanatory Note**  Clause 1.40.11 requires BANANAS to respond within a reasonable timeframe after being consulted by the Network Operator. |

1.40.11. BANANAS must use best endeavours to respond in a reasonable timeframe after being consulted in accordance with clause 1.40.10 and provide a recommendation to the Network Operator whether a Proposed Alternative Standard should be approved or rejected, or whether BANANAS requires further information to make the recommendation.

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| **Explanatory Note**  Clause 1.40.12 mirrors the process in clause 3A.5.12 and allows BANANAS to obtain further information if required. |

1.40.12. Where BANANAS requires further information under clause 1.40.11, the Network Operator must:

(a) provide the further information that is in its possession, power or control; or

(b) use reasonable endeavours to obtain that information from the Market Participant responsible for the Existing Transmission Connected Generating System and provide that information to BANANAS in accordance with the process agreed under clause 3A.1.3.

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| **Explanatory Note**  Clause 1.40.13 mirrors the process in clause 3A.5.13. |

1.40.13. In making a recommendation whether a Proposed Alternative Standard should be approved or rejected in accordance with clause 1.40.11, BANANAS is not limited to considering information provided by the Network Operator and may use any other relevant information available to it.

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| **Explanatory Note**  Clauses 1.40.14 and 1.40.15 set out when BANANAS must recommend that the Network Operator accept a Proposed Alternative Standard and when it must recommend rejection. |

1.40.14. Subject to clause 1.40.15, BANANAS must recommend that the Network Operator accept a Proposed Alternative Standard if:

(a) BANANAS reasonably considers the Proposed Alternative Standard satisfies clause 1.40.8; or

(b) the Proposed Alternative Standard:

i. relates to a standard or technical level of performance for a Technical Requirement for which there is no Agreed Generator Performance Standard that is deemed to apply in accordance with clause 1.40.4 or clause 1.40.5; and

ii. is at or above the Minimum Generator Performance Standard for the relevant Technical Requirement.

1.40.15. BANANAS must recommend that the Network Operator reject a Proposed Alternative Standard if it reasonably considers that the Proposed Alternative Standard may create an unacceptable risk to Power System Security or Power System Reliability.

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| **Explanatory Note**  Clause 1.40.16 mirrors the process in clause 3A.5.15. |

1.40.16. Where BANANAS recommends that the Network Operator reject a Proposed Alternative Standard in respect of a Technical Requirement, BANANAS must:

(a) provide written reasons to the Network Operator; and

(b) recommend that either:

i. an amended Proposed Alternative Standard is adopted that BANANAS considers satisfies clause 1.40.8 which may include a Generator Condition; or

ii. otherwise:

1. where a Reference Standard exists, the Reference Standard is adopted; or

2. where no Reference Standard exists, the Minimum Generator Performance Standard is adopted.

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| **Explanatory Note**  Clause 1.40.17 mirrors the process in clause 3A.5.16. |

1.40.17. Subject to clauses 1.40.18, 1.40.19 and clause 1.40.24, after a Network Operator has received the recommendation from BANANAS in respect of a Proposed Alternative Standard, the Network Operator must determine whether to approve or reject each Proposed Alternative Standard proposed by the Market Participant responsible for the Existing Transmission Connected Generating System.

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| **Explanatory Note**  The effect of clause 1.40.18 is to require the Network Operator to approve a standard that BANANAS recommends the Network Operator accept other than where clause 1.40.19 applies. |

1.40.18. Subject to clause 1.40.19, a Network Operator must approve a Proposed Alternative Standard and notify the relevant Market Participant where BANANAS recommends that the Network Operator accept a Proposed Alternative Standard.

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| **Explanatory Note**  Clause 1.40.19 mirrors the process in clause 3A.5.17. |

1.40.19. A Network Operator must reject a Proposed Alternative Standard where:

(a) BANANAS has recommended that the Network Operator reject the Proposed Alternative Standard; or

(b) the Network Operator reasonably considers the Proposed Alternative Standard may create an unacceptable risk in relation to:

i. Power System Security;

ii. Power System Reliability;

iii. Power Transfer Capability; or

iv. the quality of supply of electricity for other users of the Network.

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| **Explanatory Note**  Clause 1.40.20 is equivalent to clause 3A.5.18 for the consideration of a Proposed Negotiated Generator Performance Standard. |

1.40.20. If the Network Operator rejects a Proposed Alternative Standard, the Network Operator must provide to the Market Participant responsible for the Existing Transmission Connected Generating System:

(a) written reasons for the decision; and

(b) an alternative or amended Proposed Alternative Standard that the Network Operator and BANANAS consider is acceptable having regard to each of the matters in clause 1.40.8 which may include a Generator Condition.

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| **Explanatory Note**  Clauses 1.40.21 and 1.40.22 mirror the process in clause 3A.5.19 for the consideration of a Proposed Negotiated Generator Performance Standard save that the process will not re-start if the Market Participant feels a different standard is required. Instead, the parties may agree additional testing to prove the appropriateness of the Proposed Alternative Standard or commence the dispute resolution mechanism contained in section 1.42. |

1.40.21. Where the Market Participant responsible for the Existing Transmission Connected Generating System agrees with the amended Proposed Alternative Standard proposed in accordance with clause 1.40.20(b), the amended Proposed Alternative Standard will be the Agreed Generator Performance Standard for the Technical Requirement.

1.40.22. Where the Market Participant responsible for the Existing Transmission Connected Generating System disagrees with the amended Proposed Alternative Standard proposed in accordance with clause 1.40.20(b):

(a) the Market Participant and Network Operator may agree to a testing regime in accordance with clause 1.40.24; otherwise

(b) the Market Participant must commence the dispute resolution mechanism contained in section 1.42.

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| **Explanatory Note**  Clause 1.40.23 provides that if the Proposed Alternative Standard is agreed by the Network Operator it will be the Agreed Generator Performance Standard for the Technical Requirement. |

1.40.23. Where the Network Operator approves a Proposed Alternative Standard in accordance with clause 1.40.17, it will be the Agreed Generator Performance Standard for the Technical Requirement.

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| **Explanatory Note**  Clause 1.40.24 provides that the Market Participant may agree with the relevant Network Operator an additional testing regime in order to demonstrate the capability of a generating system. |

1.40.24. A Market Participant responsible for an Existing Transmission Connected Generating System may, at any time, agree with a Network Operator to a testing regime or interrogation of data under clause 1.40.26 to demonstrate the performance or capability of the Existing Transmission Connected Generating System and assist in determining a Proposed Alternative Standard that is likely to be acceptable to both the relevant Network Operator and BANANAS.

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| **Explanatory Note**  Clause 1.40.25 provides that the Network Operator must obtain the agreement of BANANAS before agreeing to a testing regime or interrogation of data under clause 1.40.24. Clause 1.40.26 sets out the requirements of a testing regime or interrogation of data under clause 1.40.24. |

1.40.25. A Network Operator, must consult with and only agree to a testing regime or interrogation of data under clause 1.40.24 with the agreement of BANANAS.

1.40.26. A testing regime or interrogation of data contemplated by clause 1.40.24 must include measures which each party will take, at their cost, to demonstrate the performance or capability of the Existing Transmission Connected Generating System. Where possible, the measures agreed should be the lowest cost option available, after considering all other relevant information available. For the avoidance of doubt, the testing regime or interrogation of data may be undertaken by the Existing Transmission Connected Generating System, the Network Operator, or BANANAS.

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| **Explanatory Note**  Clauses 1.40.27 and 1.40.28 provide that following the further agreed testing the Market Participant and the Network Operator may agree an appropriate standard. Otherwise, the dispute resolution mechanism in section 1.42 will apply. |

1.40.27. Following receipt of the testing results or interrogation of data contemplated by clause 1.40.24, the Market Participant responsible for the Existing Transmission Connected Generating System and the relevant Network Operator must negotiate in good faith to determine if they can agree a Proposed Alternative Standard, which may include a Generator Condition, in respect of the Technical Requirement that the Existing Transmission Connected Generating System can comply with based on the testing results or data. To avoid doubt, the Network Operator may, as part of the negotiations or otherwise, consult with BANANAS as to any Proposed Alternative Standard.

1.40.28. If the Market Participant responsible for the Existing Transmission Connected Generating System and the relevant Network Operator can agree a Proposed Alternative Standard under clause 1.40.27, the agreed Proposed Alternative Standard will be the Agreed Generator Performance Standard for the Technical Requirement. If the Market Participant and Network Operator cannot agree, the Network Operator must commence the dispute resolution mechanism contained in section 1.42.

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| **Explanatory Note**  Clause 1.40.29 makes it clear that a generator performance standard determined by the Generator Arbitrator will be an Agreed Generator Performance Standard for the purposes of this section 1.40. |

1.40.29. For the purposes of this section 1.40, where the standard or technical level of performance in respect of a Technical Requirement is determined under the dispute resolution mechanism contained in section 1.42, it will be an Agreed Generator Performance Standard for the Technical Requirement.

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| **Explanatory Note**  Clause 1.40.30 requires each Network Operator to create a WEM Procedure setting out the processes it will follow in assessing a Proposed Alternative Standard and identifying the relevant documents or standards which are to be Reference Standards. |

1.40.30. A Network Operator must develop and maintain a WEM Procedure which includes:

(a) the process and considerations it will follow in assessing a Proposed Alternative Standard under this section 1.40; and

(b) the relevant Reference Standards which may apply to an Existing Transmission Connected Generating System for the purposes of this section 1.40.

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| **Explanatory Note**  Clauses 1.40.31 and 1.40.32 require an Agreed Generator Performance Standard to be recorded on the Generator Register. Once registered, it will become the Registered Generator Performance standard for that Technical Requirement and any Generator Conditions will become Trigger Events. |

1.40.31. An Agreed Generator Performance Standard must be recorded by the relevant Network Operator on the Generator Register and it will be the Registered Generator Performance Standard for the Technical Requirement for that Transmission Connected Generating System.

1.40.32. Where an Agreed Generator Performance Standard includes a Generator Condition, once the Agreed Generator Performance Standard becomes the Registered Generator Performance Standard under clause 1.40.31, the Generator Condition will be a Trigger Event for the purposes of Chapter 3A.

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| **Explanatory Note**  Section 1.41 sets out the regime for the determination and registration of Generator Monitoring Plans for Existing Transmission Connected Generating Systems. |

1.41. Generator Monitoring Plans for Existing Transmission Connected Generating Systems

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| **Explanatory Note**  Clause 1.41.1 defines Existing Monitoring Plan for the purpose of section 1.41. |

1.41.1. In this section 1.41:

**Existing Monitoring Plan**: Means an existing plan approved or agreed by the relevant Network Operator for monitoring the performance of the Existing Transmission Connected Generating System against a Technical Requirement.

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| **Explanatory Note**  Clause 1.41.2 requires a Market Participant responsible for an Existing Transmission Connected Generating System to submit a proposed Generator Monitoring Plan within 6 months from the Tranche 1 Commencement Date, or any date mutually agreed.  Clauses 1.41.2 is amended to replace the term “Template Generator Monitoring Plan” with “Generator Monitoring Plan Requirements” (see section 3A.6 for details of the reason for the change).  Clause 1.41.2 will be a civil penalty provision. |

1.41.2. Subject to any extension granted under clause 1.41.3, no later than six months after the Tranche 1 Commencement Date, a Market Participant responsible for an Existing Transmission Connected Generating System must submit a proposed Generator Monitoring Plan to BANANAS for approval in accordance with any requirements for submission in the WEM Procedure referred to in clause 1.41.6 that:

(a) meets the Generator Monitoring Plan Requirements as applicable to the Existing Transmission Connected Generating System; or

(b) meets the Generator Monitoring Plan Requirements as applicable to the Existing Transmission Connected Generating System other than in respect of variations that the Market Participant reasonably considers are required on the basis that:

i. compliance is not possible, or where doing so would impose unreasonable costs on the Market Participant; or

ii. an Existing Monitoring Plan includes a monitoring regime or requirements in respect of the relevant Technical Requirement.

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| **Explanatory Note**  Clause 1.41.3 allows a Market Participant to extend the deadline in clause 1.41.2. |

1.41.3. Subject to clause 1.41.4, a Market Participant may, by written notice, request the date referred to in clause 1.41.2 be extended by BANANAS, including detailed reasons as to why an extension is necessary. Where BANANAS considers that the Market Participant is making reasonable progress towards having a Generator Monitoring Plan for one or more of its Existing Transmission Connected Generating Systems and reasonably requires additional time to complete it, BANANAS must agree to extend the date by a reasonable period. To avoid doubt, the Market Participant may request, and BANANAS may extend, the date in clause 1.41.2 more than once.

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| **Explanatory Note**  Clause 1.41.4 requires a request for extension to be made at least 20 Business Days before the relevant date. Clause 1.41.5 requires BANANAS to determine and notify the outcome of the extension within 10 Business Days. |

1.41.4. A request made under clause 1.41.3 must be made at least 20 Business Days before the date in clause 1.41.2, or any extended date agreed under clause 1.41.3. Where a request is made within 20 Business Days of the relevant date BANANAS may, but is not obliged to, consider the request.

1.41.5. BANANAS must notify the Market Participant whether the request made under clause 1.41.3 is approved or rejected within 10 Business Days or other date agreed between the parties.

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| **Explanatory Note**  Clause 1.41.6 provides a head of power for BANANAS to document in a WEM Procedure further details as to how BANANAS will consider requests for extensions made under clause 1.41.3 and assess a Generator Monitoring Plan for an Existing Transmission Connected Generating System. Given this is a limited regime, this is not mandatory but provides flexibility for BANANAS to develop a WEM Procedure if it considers it is necessary. |

1.41.6. BANANAS may develop a WEM Procedure which sets out:

(a) the information required by BANANAS to, and the method by which BANANAS will, consider a proposed Generator Monitoring Plan submitted under clause 1.41.2; and

(b) the information required by BANANAS to, and method by which BANANAS will, consider and determine requests for an extension made under clause 1.41.3.

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| **Explanatory Note**  Where a Market Participant proposes a Generator Monitoring Plan that meets the requirements of BANANAS's Template Generator Monitoring Plan, then BANANAS must approve it consistent with BANANAS's obligations for Generator Monitoring Plans for new Transmission Connected Generating Systems under clause 3A.6.5. |

1.41.7. Subject to clauses 1.41.9 and 1.41.12, BANANAS must approve a proposed Generator Monitoring Plan that BANANAS reasonably considers satisfies the requirements in clause 1.41.2 and where BANANAS considers any variations requested by the Market Participant are justified.

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| **Explanatory Note**  An Existing Transmission Connected Generating System may have an Existing Monitoring Plan. Where that is the case, then that monitoring plan will be the Generator Monitoring Plan for the relevant Technical Requirements unless BANANAS considers it would pose a safety risk or threat to Power System Security or Power System Reliability. |

1.41.8. Where a Market Participant responsible for an Existing Transmission Connected Generating System proposes a Generator Monitoring Plan that includes required variations on the basis of clause 1.41.2(b)(ii), it must provide a copy of the Existing Monitoring Plan to BANANAS including any supporting documentation that BANANAS reasonably considers necessary.

1.41.9. Subject to clause 1.41.10, if BANANAS is satisfied an Existing Monitoring Plan applies in respect of a Technical Requirement, BANANAS must approve the method of monitoring as it relates to that Technical Requirement as set out in the Existing Monitoring Plan as part of a Generator Monitoring Plan proposed by a Market Participant.

1.41.10. Where BANANAS reasonably considers the method of monitoring in an Existing Monitoring Plan in accordance with clause 1.41.9 would create an unacceptable risk to Power System Security or Power System Reliability, BANANAS must:

(a) reject the Existing Monitoring Plan in respect of that Technical Requirement; and

(b) in addition to the reasons provided under clause 1.41.14, provide detailed reasons to the Market Participant as to why it considers the Existing Monitoring Plan in respect of that Technical Requirement would create an unacceptable risk to Power System Security or Power System Reliability.

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| **Explanatory Note**  BANANAS must approve or reject a proposed Generator Monitoring Plan within 12 months of the date it is submitted to BANANAS for consideration under clause 1.41.2. |

1.41.11. Where a Market Participant responsible for an Existing Transmission Connected Generating System proposes a Generator Monitoring Plan, BANANAS must use reasonable endeavours to respond in a reasonable timeframe and no later than 12 months after BANANAS receives the proposed Generator Monitoring Plan, determine whether to approve or reject the proposed Generator Monitoring Plan or request further information.

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| **Explanatory Note**  Clause 1.41.12 sets out the criteria for approval by BANANAS for Generator Monitoring Plans which vary from the Template Generator Monitoring Plan or are not consistent with the generator's Existing Monitoring Plan. The criteria is different to the criteria in clause 3A.6.5. The criteria is more specific as there is a higher likelihood for variations with Existing Transmission Connected Generating Systems to provide more guidance to BANANAS and Market Participants.  Clause1.41.12 is amended to replace the term “Template Generator Monitoring Plan” with “Generator Monitoring Plan Requirements” (see section 3A.6 for details of the reason for the change). |

1.41.12. When considering whether or not to approve a proposed Generator Monitoring Plan under clause 1.41.2(b)(i), BANANAS must consider where relevant:

(a) the technical feasibility of the Existing Transmission Connected Generating System complying with the Generator Monitoring Plan Requirements;

(b) consistency of alternative testing methods proposed with good electricity industry practice including any contained in an Existing Monitoring Plan (if applicable);

(c) the age of the Existing Transmission Connected Generating System, in particular the cost of imposing the standard testing method relative to the benefits gained over the expected remaining life of the Existing Transmission Connected Generating System;

(d) the risk that the Existing Transmission Connected Generating System poses to power system security and reliability (considering size, location and technology type of generator);

(e) the efficacy of an alternative proposed testing method (incorporating cost, risk and accuracy of alternative proposed testing method);

(f) any advice from manufacturers and industry experts;

(g) specific factors associated with the technology of the Existing Transmission Connected Generating System, including whether its performance is likely to drift or degrade over a particular timeframe, in which case more stringent monitoring may be required; and

(h) whether the testing method or data source proposed by the Market Participant responsible for the Existing Transmission Connected Generating System as a modification to the Generator Monitoring Plan Requirements was used to establish the compliance standard as part of the process to determine the Registered Generator Performance Standards for that Existing Transmission Connected Generating System.

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| **Explanatory Note**  Clause 1.41.13 provides a discretion for BANANAS to consult with the relevant Network Operator but it is not obliged to. |

1.41.13. BANANAS may, but is not required to, consult the relevant Network Operator in respect of a proposed Generator Monitoring Plan submitted to BANANAS for approval under this section 1.41.

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| **Explanatory Note**  Where BANANAS rejects a proposed Generator Monitoring Plan it must provide reasons and it may suggest amendments which it considers would meet the Template Generator Monitoring Plan or are otherwise satisfactory.  Clause 1.41.14 is amended to replace the term “Template Generator Monitoring Plan” with “Generator Monitoring Plan Requirements” (see section 3A.6 for details of the reason for the change). |

1.41.14. Where BANANAS rejects a proposed Generator Monitoring Plan submitted in accordance with this section 1.41, BANANAS:

(a) must notify the Market Participant;

(b) must provide reasons to the Market Participant for the rejection; and

(c) may request amendments to the proposed Generator Monitoring Plan that it considers are required to meet the requirements of the Generator Monitoring Plan Requirements or are otherwise satisfactory to BANANAS taking into account the matters referred to in clause 1.41.12 where relevant.

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| **Explanatory Note**  Given the need to have the process concluded in a timely manner, where the Market Participant rejects BANANAS's proposal the matter will be resolved by the dispute resolution mechanism in section 1.42. |

1.41.15. Where BANANAS requests amendments under clause 1.41.14(c), the Market Participant responsible for the Existing Transmission Connected Generating System may either:

(a) accept the proposal, in which case the requested amendments will be taken to be made to the proposed Generator Monitoring Plan and it will be deemed to be the approved Generator Monitoring Plan for the Existing Transmission Connected Generating System; or

(b) reject the proposal, in which case the Market Participant must commence the dispute resolution mechanism contained in section 1.42.

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| **Explanatory Note**  The Generator Monitoring Plan will only commence once there is a Generator Monitoring Plan in place for each Technical Requirement or a later date agreed with BANANAS. |

1.41.16. A Generator Monitoring Plan for an Existing Transmission Connected Generating System will commence on the later of:

(a) the date on which the Market Participant responsible for the Existing Transmission Connected Generating System has;

i. a Registered Generator Performance Standard for each Technical Requirement in accordance with section 1.40; and

ii. a Generator Monitoring Plan is approved under this section 1.41 or determined to apply by arbitration in accordance with section 1.42; or

(b) the date agreed by BANANAS and the Market Participant.

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| **Explanatory Note**  Clause 1.41.17 requires a Generator Monitoring Plan which is approved under this section or determined by arbitration it will be recorded on the Generator Register. |

1.41.17. A Generator Monitoring Plan approved by BANANAS under this section 1.41 or determined by arbitration in accordance with section 1.42 must be recorded by the relevant Network Operator on the Generator Register.

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| **Explanatory Note**  Section 1.42 sets out the dispute resolution regime for Existing Transmission Connected Generating Systems. |

1.42. Dispute Resolution Mechanism for Existing Transmission Connected Generating Systems

1.42.1. In this section 1.42:

**Confidential Information:** Means in relation to arbitral proceedings conducted under this section 1.42, information that relates to the arbitral proceedings or a decision of the Generator Arbitrator in the arbitral proceedings and includes the following:

(a) the statement of claim, statement of defence and all other pleadings, submissions, statements or other information supplied to the Generator Arbitrator by a Party;

(b) any information supplied by a Party to another Party in compliance with a direction of the Generator Arbitrator;

(c) any evidence (whether documentary or otherwise) supplied to the Generator Arbitrator;

(d) any notes made by the Generator Arbitrator of oral evidence or submissions given before the Generator Arbitrator;

(e) any transcript of oral evidence or submissions given before the Generator Arbitrator; and

(f) any other thing declared by the Generator Arbitrator (whether upon submissions by a Party or otherwise) to be Confidential Information.

**Dispute:** Means a dispute to which the WEM Rules provide that this section 1.42 will apply.

**Generator Arbitration Commencement Date**: Has the meaning given in clause 1.42.11.

**Generator Arbitration Decision:** Has the meaning given in clause 1.42.18.

**Generator Arbitrator:** Means the arbitrator to which the Dispute has been referred by the Coordinator under clause 1.42.5.

**Party:** Means a party to the Dispute.

**Primary Generator Arbitrator:** Has the meaning given in clause 1.42.2(a).

**Secondary Generator Arbitrator:** Has the meaning given in clause 1.42.2(b).

**Technical Panel of Experts:** Has the meaning given in clause 1.42.2(c).

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| **Explanatory Note**  Clause 1.42.2 provides for the power to appoint arbitrators. Note that clause 1.4.1(m) provides for a power for the Coordinator to remove a person that the Coordinator appoints. |

1.42.2. The Coordinator must, not later than 1 April 2021, in accordance with the process referred to in clause 1.42.28, appoint:

(a) one primary arbitrator ("**Primary Generator Arbitrator**");

(b) at least two secondary arbitrators ("**Secondary Generator Arbitrator**"); and

(c) an independent panel of not less than three experts for the purpose of performing the function described in 1.42.14 ("**Technical Panel of Experts**").

The Coordinator may, in accordance with the process referred to in clause 1.42.28, appoint a further Primary Generator Arbitrator, Secondary Generator Arbitrator or person to the Technical Panel of Experts.

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| **Explanatory Note**  Clause 1.42.3 provides for the power to appoint experts. Note that clause 1.4.1(n) provides for a power for the Coordinator to remove a person that the Coordinator appoints. |

1.42.3. The Coordinator must, in respect of each appointment made under clause 1.42.2 publish:

(a) the names and relevant details of each appointment;

(b) respective tenures of each appointment; and

(c) the remuneration and expense provisions,

within five Business Days of each appointment.

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| **Explanatory Note**  Clause 1.42.4 provides how a party may refer a dispute for arbitration. At a minimum they must provide a written request but the Coordinator may prescribe further pre-conditions which must be satisfied in the WEM Procedure referred to in clause 1.42.10. An example of such pre-conditions would be certification that the relevant processes in sections 1.40 or 1.41 had occurred before the dispute was referred. |

1.42.4. Before a Dispute may be resolved in accordance with the arbitral proceedings set out in this section 1.42, a Party must comply with any relevant processes set out in the WEM Procedure referred to in clause 1.42.10 and deliver a written notification for that Dispute to be referred to arbitration to:

(a) the Coordinator; and

(b) each other Party to the Dispute.

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| **Explanatory Note**  Clause 1.42.5 obliges the Coordinator to refer the dispute where the process in clause 1.42.4 has been complied with. |

1.42.5. On satisfying itself that clause 1.42.4 has been complied with, the Coordinator must, subject to clauses 1.42.6 to 1.42.9, refer the Dispute for resolution to a Generator Arbitrator in accordance with this section 1.42.

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| **Explanatory Note**  The intention is to have one arbitrator deal with disputes under this section. However, it is recognised that there may be situations where that arbitrator cannot properly perform the role. In those cases, a secondary arbitrator will be appointed. |

1.42.6. The Generator Arbitrator to which a Dispute is referred under clause 1.42.5 must be the Primary Generator Arbitrator unless, subject to the WEM Procedure referred to in clause 1.42.10, in the reasonable opinion of the Coordinator:

(a) the Primary Generator Arbitrator has an actual, potential or perceived conflict of interest with the subject matter of the Dispute;

(b) the Primary Generator Arbitrator has insufficient time to adequately perform their functions under this section 1.42 due to one or more contemporaneous arbitral proceedings being conducted under this section 1.42;

(c) the Primary Generator Arbitrator is in ill health such that they are unable to adequately perform their functions under this section 1.42; or

(d) the Coordinator otherwise declares for a reason as set out in the WEM Procedure referred to in clause 1.42.10,

in which case, the Primary Generator Arbitrator must be a Secondary Generator Arbitrator (and any references under this section 1.42 to the Primary Generator Arbitrator will be to the Secondary Generator Arbitrator).

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| **Explanatory Note**  Where a secondary arbitrator is appointed, the matters in clause 1.42.6 will still be considered for that second arbitrator. |

1.42.7. For the purpose of clause 1.42.6, where the Generator Arbitrator is a Secondary Generator Arbitrator, the Coordinator must select which Secondary Generator Arbitrator is to be the Generator Arbitrator, subject to the WEM Procedure referred to in clause 1.42.10 and subject to clause 1.42.6 (which in such case are to apply as if the Secondary Generator Arbitrator is the Primary Generator Arbitrator).

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| **Explanatory Note**  Clause 1.42.8 provides for the parties to assist the Coordinator to identify if the primary arbitrator or a secondary arbitrator that is appointed has a conflict. |

1.42.8. For the purpose of clause 1.42.6, a Party must:

(a) declare if in their reasonable belief the Primary Generator Arbitrator or a Secondary Generator Arbitrator, as relevant, has an actual, potential or perceived conflict of interest with the subject matter of or parties to the Dispute; and

(b) provide written reasons to the Coordinator as to why the Generator Arbitrator should not be the Primary Generator Arbitrator or a Secondary Generator Arbitrator, as relevant.

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| **Explanatory Note**  Clause 1.42.9 provides a deadlock mechanism if, in the unlikely event, all of the arbitrators are not able to determine the dispute. |

1.42.9. Should the Primary Generator Arbitrator and each Secondary Generator Arbitrator be excluded from being the Generator Arbitrator, the Coordinator and each Party to the Dispute shall decide upon an alternative independent arbitrator to be the Generator Arbitrator by majority vote. The Coordinator will have the deciding vote in the event of a tied vote.

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| **Explanatory Note**  Clause 1.42.10 provides a head of power for the Coordinator to develop a WEM Procedure which sets out further details on the processes associated with the arbitration process and the appointment of arbitrators. |

1.42.10. The Coordinator must develop a WEM Procedure which sets out:

(a) any administrative support the Coordinator will provide to the Primary Generator Arbitrator, Secondary Generator Arbitrators and Technical Panel of Experts;

(b) the particulars of how the Coordinator will assess the matters detailed in clauses 1.42.6(a) to 1.42.6(c);

(c) any reasons under clause 1.42.6(d) where the Coordinator will declare the Generator Arbitrator to be a Secondary Generator Arbitrator;

(d) the process which a Party must follow in order to refer a Dispute for arbitration under this section 1.42;

(e) the manner in which the Dispute is to be resolved by the Generator Arbitrator, including, but not limited to, the manner in which evidence is to be presented;

(f) the awarding of costs pursuant to clause 1.42.20; and

(g) any other particulars in relation to the referral of a Dispute to a Generator Arbitrator.

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| **Explanatory Note**  Clause 1.42.11 sets out the time at which an arbitration commences. This is important as an arbitration must generally be completed within six months as per clause 1.42.13. |

1.42.11. Unless otherwise agreed by the Parties, the arbitral proceedings contemplated by this section 1.42 in respect of a particular Dispute commence on the date the Dispute is referred to the Generator Arbitrator in accordance with clause 1.42.5 ("**Generator Arbitration Commencement Date**").

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| **Explanatory Note**  Clause 1.42.12 applies the process in the WEM Procedure referred to in clause 1.42.10 but provides flexibility for the parties and the arbitrator to agree a process which they consider suits them better. |

1.42.12. Unless otherwise agreed by the Parties and the Generator Arbitrator, the Dispute will be resolved in accordance with the WEM Procedure referred to in clause 1.42.10.

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| **Explanatory Note**  Clause 1.42.13 provides a general time frame of 6 months to resolve a dispute. It is not a hard deadline as the arbitrator must use best endeavours to resolve the dispute in 6 months. Where the arbitrator does not consider that the dispute will be resolved within 6 months the arbitrator must notify the parties of the reasons. |

1.42.13. The Generator Arbitrator:

(a) must use best endeavours to resolve a Dispute within six months from the Generator Arbitration Commencement Date; and

(b) if the Generator Arbitrator reasonably considers that the Dispute will not be resolved within six months from the Generator Arbitration Commencement Date, the Generator Arbitrator:

i. must notify the Parties in writing of the reasons for the belief and the estimated date by which the Generator Arbitrator reasonably believes that the Dispute will be resolved; and

ii. must update the Parties should the Generator Arbitrator's reasonable belief contemplated in 1.42.13(b)(i) materially change.

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| **Explanatory Note**  Clause 1.42.14 provides power for the arbitrator to have reference to the panel of experts. |

1.42.14. Subject to clause 1.42.15, the Generator Arbitrator may:

(a) appoint one or more experts from the Technical Panel of Experts to report to it on specific issues to be determined by the Generator Arbitrator; and

(b) may require a Party to give any expert appointed in accordance with clause 1.42.14(a) any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for inspection by the expert,

and unless otherwise agreed by the Parties, if a Party so requests or if the Generator Arbitrator considers it necessary, any expert appointed in accordance with clause 1.42.14(a) must, after delivery of a written or oral report from the expert, participate in a hearing where the Parties have the opportunity to put questions to the expert.

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| **Explanatory Note**  Before the arbitrator has reference to the panel of experts it must disclose the details of the expert and the likely cost to the parties so there is transparency. |

1.42.15. Prior to appointing an expert from the Technical Panel of Experts, the Generator Arbitrator must advise each Party that it intends to appoint an expert from the Technical Panel of Experts, and provide the Parties:

(a) the identification of the particular expert;

(b) the nature of the advice being sought;

(c) the approximate cost of appointing the expert; and

(d) an opportunity for each Party to make submissions to the Generator Arbitrator as to whether the particular expert has an actual, potential or perceived conflict of interest in respect of the matter or the advice being sought.

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| **Explanatory Note**  Clause 1.42.16 provides power for the arbitrator to short circuit the process if the arbitrator considers that the request is frivolous, vexatious, trivial or lacking in substance. |

1.42.16. If the Generator Arbitrator reasonably considers a request for arbitration to be frivolous, vexatious, trivial or lacking in substance, the Generator Arbitrator may:

(a) require that the Parties undertake negotiations on terms the Generator Arbitrator reasonably considers appropriate; or

(b) make a Generator Arbitration Decision in accordance with clause 1.42.18 without conducting arbitral proceedings.

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| **Explanatory Note**  If the parties settle the dispute there is the option to have the settlement recorded as a decision by the arbitrator. This can be useful to establish a precedent for other parties. It also provides transparency to the market. |

1.42.17. If, during the arbitral proceedings, the Parties settle the Dispute:

(a) the Generator Arbitrator must terminate the proceedings in accordance with clause 1.42.21 and, if requested by the Parties and not objected to by the Generator Arbitrator, record the settlement in the form contemplated in clause 1.42.18; and

(b) such settlement will have the same status and effect as a Generator Arbitration Decision.

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| **Explanatory Note**  Clause 1.42.18 sets out the requirements for the determination and makes it clear that it is final and binding. A party will not be able to appeal the decision under the WEM Rules although there will remain administrative law remedies before the Courts. |

1.42.18. Subject to clause 1.42.17(a), on determination of the Dispute, the Generator Arbitrator must:

(a) record the decision in writing; and

(b) state the reasons upon which the decision is based, unless the Parties have agreed that no reasons are to be given or the award is an award on agreed terms,

and such determination is final and binding (the "Generator Arbitration Decision").

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| **Explanatory Note**  Clause 1.42.19 sets out the general position on costs which is that each party will bear its own costs. This may be altered by the arbitrator under clause 1.42.20. |

1.42.19. In relation to the costs associated with arbitral proceedings conducted under this section 1.42, unless otherwise determined by the Generator Arbitrator in accordance with clause 1.42.20:

(a) all administrative costs will be borne equally by the Parties; and

(b) all legal and other costs will be borne by the Party that incurred such cost.

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| **Explanatory Note**  Clause 1.42.20 provides for discretion for the arbitrator to award costs where the arbitrator considers that the conduct of a party justifies it, the dispute may have been avoided by a settlement or there are any public interest considerations in awarding or not awarding costs (for example, it could be a 'test case' which allows a Network Operator to apply the decision to multiple disputes).  The arbitrator may award costs during the proceedings where appropriate. For example, where a dispute is particularly lengthy and an independent expert needs to be paid.  Further details will be set out in the WEM Procedure referred to in clause 1.42.10. |

1.42.20. Notwithstanding clause 1.42.19, a Generator Arbitrator may assign any costs associated with the arbitral proceedings as they reasonably consider and in doing so must consider the following factors:

(a) the final Generator Arbitration Decision;

(b) the conduct of the Parties during the arbitral proceedings;

(c) any prior settlement offers or positions of the Parties;

(d) any material public interest considerations; and

(e) any information or requirements in the WEM Procedure referred to in clause 1.42.10.

To avoid doubt, a Generator Arbitrator may assign costs associated with the arbitral proceedings at any stage during the arbitral proceedings and may make payment of those costs a condition to continuing proceedings.

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| **Explanatory Note**  Clause 1.42.21 sets out the circumstances in which the arbitration may be terminated. |

1.42.21. If:

(a) the Party requesting arbitration withdraws their request, unless another Party objects and the Generator Arbitrator recognises a legitimate interest in obtaining a final settlement of the Dispute;

(b) the Parties agree on the termination of the proceedings;

(c) the Generator Arbitrator finds that the continuation of the proceedings has for any other reason become unnecessary or impossible;

(d) the Parties fail to comply with any requirements set out by the Generator Arbitrator as a condition to continue proceedings;

(e) the Dispute is settled as contemplated in clause 1.42.17; or

(f) the Generator Arbitrator makes a Generator Arbitration Decision,

the arbitral proceedings terminate and the Generator Arbitrator must notify the Parties of the termination.

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| **Explanatory Note**  The arbitrator must publish the decision and reasons for the decision as well as any costs order in order to provide transparency to the market. The arbitrator must not publish confidential information. |

1.42.22. The Generator Arbitrator must publish:

(a) the Generator Arbitration Decision;

(b) any reasons for the Generator Arbitration Decision; and

(c) any cost orders made in accordance with clause 1.42.20,

provided that any commercially sensitive information is redacted and the Generator Arbitrator does not publish any Confidential Information unless the disclosure is permitted under clause 1.42.24.

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| **Explanatory Note**  As a general proposition, the parties must keep information confidential in respect of the proceedings. |

1.42.23. The Parties, the Generator Arbitrator, or any member of the Technical Panel of Experts must not disclose Confidential Information in relation to the Parties, the Dispute or any arbitral proceedings unless the disclosure is permitted under clause 1.42.24.

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| **Explanatory Note**  Clause 1.42.24 sets out the circumstances where confidential information may be disclosed. |

1.42.24. Confidential Information may be disclosed in the following circumstances:

(a) where written consent has been obtained from each Party;

(b) the disclosure is to a professional or other adviser of a Party for the purpose of the arbitral proceedings conducted under this section 1.42;

(c) the disclosure is necessary to ensure that a Party has a reasonable opportunity to present the Party’s case and the disclosure is no more than reasonable for that purpose;

(d) the disclosure is necessary for the establishment or protection of a Party’s legal rights in relation to a third party and the disclosure is no more than reasonable for that purpose;

(e) the disclosure is for the purpose of enforcing a Generator Arbitration Decision or an associated cost order and the disclosure is no more than reasonable for that purpose;

(f) the disclosure is in accordance with an order made or a subpoena issued by a Court; or

(g) the disclosure or publication is authorised or required by these WEM Rules, any applicable law or required by a competent regulatory body, and the person making the disclosure gives written details of the disclosure (including an explanation of the reasons for the disclosure) to:

i. if the person is a Party, the other Parties and the Generator Arbitrator; and

ii. if the Generator Arbitrator is making the disclosure, all the Parties.

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| **Explanatory Note**  Clause 1.42.25 provides for immunity for the arbitrator when the arbitrator acts in good faith. This provision is the same as section 39 of the *Commercial Arbitration Act 2012* (WA) and reflects the usual practice for the appointment of arbitrators. |

1.42.25. A Generator Arbitrator is not liable for anything done or omitted to be done in good faith in their capacity as the arbitrator of a Dispute under these WEM Rules.

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| **Explanatory Note**  Clause 1.42.26 provides for immunity for the Coordinator in appointing the arbitrator. This provision is the same as section 39 of the *Commercial Arbitration Act 2012* (WA). |

1.42.26. Where the Coordinator appoints, fails to appoint or refuses to appoint a person as a Generator Arbitrator in respect of a Dispute under these WEM Rules, the Coordinator will not be liable in relation to the appointment, failure or refusal if done in good faith.

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| **Explanatory Note**  Clause 1.42.27 provides power for the Generator Arbitrator to procure support and services reasonably required to conduct the proceedings and recover the costs of that support from the parties as appropriate. |

1.42.27. A Generator Arbitrator in respect of a Dispute under these WEM Rules may procure any support and services reasonably required in respect of arbitral proceedings conducted under this section 1.42 and may recover any associated costs as administrative costs associated with the arbitral proceedings.

1.42.28. The Coordinator must publish the process the Coordinator will follow in appointing a Primary Generator Arbitrator, Secondary Generator Arbitrators and members of the Technical Panel of Experts in the event a new Primary Generator Arbitrator, Secondary Generator Arbitrator or new appointments to the Technical Panel of Experts are considered by the Coordinator to be required after the Tranche 1 Commencement Date.

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| **Explanatory Note**  Section 1.43 requires BANANAS, Network Operators and the ERA to develop WEM Procedures they are required to develop or document notwithstanding the WEM Rules requiring them to do so may not yet be commenced. This will ensure all WEM Procedures are in place by the time the relevant WEM Rules relating or relevant to the WEM Procedure commence. |

1.43. Specific Transitional Provisions – WEM Procedures for Tranches 2 and 3 Amending Rules

1.43.1. In this section 1.43:

**Tranches 2 and 3****Amending Rules:** Means the Amending Rules in the *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020* made by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette as part of the program of work for the Wholesale Electricity Market and Constrained Network Access Reform, and any Amending Rules deemed by the Minister to form part of those Amending Rules in a subsequent instrument made by the Minister for the purposes of this section 1.43.

1.43.2. Where the Tranches 2 and 3 Amending Rules oblige BANANAS, a Network Operator or the Economic Regulation Authority to develop or document a WEM Procedure then, notwithstanding that the relevant WEM Rule has not commenced, BANANAS, each Network Operator and the Economic Regulation Authority must comply with their obligations in this section 1.43, as if the relevant WEM Rule was in force.

1.43.3 BANANAS must, without limiting clause 1.43.6:

(a) develop each procedure it is responsible for in accordance with the Tranches 2 and 3 Amending Rules prior to the commencement of the relevant Amending Rule in the Tranches 2 and 3 Amending Rules that requires BANANAS to develop or document that procedure; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the Tranches 2 and 3 Amending Rules.

1.43.4. Each Network Operator must, without limiting clause 1.43.6:

(a) develop each procedure it is responsible for in accordance with the Tranches 2 and 3 Amending Rules prior to the commencement of the relevant Amending Rule in the Tranches 2 and 3 Amending Rules that requires the Network Operator to develop or document that procedure; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the Tranches 2 and 3 Amending Rules.

1.43.5. The Economic Regulation Authority must, without limiting clause 1.43.6:

(a) develop each procedure it is responsible for in accordance with the Tranches 2 and 3 Amending Rules prior to the commencement of the relevant Amending Rule in the Tranches 2 and 3 Amending Rules that requires the Economic Regulation Authority to develop or document that procedure; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the Tranches 2 and 3 Amending Rules.

1.43.6. Each WEM Procedure that is required to be developed under clauses 1.43.3(a), 1.43.4(a) and 1.43.5(a):

(a) without limiting clauses 1.43.3(b), 1.43.4(b) and 1.43.5(b), may, but is not required to, be developed in accordance with the Procedure Change Process;

(b) is, from the commencement of the relevant Amending Rule in the Tranches 2 and 3 Amending Rules that requires the person to develop or document the procedure, deemed to be the relevant WEM Procedure required to be developed under the relevant clause in the Tranches 2 and 3 Amending Rules; and

(c) may, with industry consultation, be amended or replaced with a revised WEM Procedure without undertaking the Procedure Change Process by the party responsible for developing the WEM Procedure until six months after the New WEM Commencement Day provided that, in determining a commencement date for the revised WEM Procedure, the party responsible for developing the WEM Procedure gives reasonable consideration of an appropriate commencement date that minimises the impact of the changes to the WEM Procedure on Rule Participants. To avoid doubt, after six months from the New WEM Commencement Day, any amendment or replacement of the WEM Procedure must be made in accordance with the Procedure Change Process.

1.43.7. In developing, amending or replacing a WEM Procedure in accordance with this section 1.43, BANANAS, a Network Operator or the Economic Regulation Authority, as applicable, must:

(a) publish a call for submissions on the proposed or revised WEM Procedure, and the due date for submissions must not be less than 15 Business Days from the date the proposed or revised WEM Procedure is published; and

(b) publish, together with the final WEM Procedure, a summary of the submissions received and the response of BANANAS, the Network Operator or the Economic Regulation Authority, as applicable, to the issues raised in those submissions.

1.43A. Specific Transitional Provisions – WEM Procedures for Particular Wholesale Electricity Market and Constrained Network Access Reform Amending Rules

1.43A.1. In this section 1.43A:

**Specified****Amending Rules:** Means the Amending Rules in the *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021* and the *Wholesale Electricity Market (Miscellaneous Amendments No. 2) Rules 2021* made by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette as part of the program of work for the Wholesale Electricity Market and Constrained Network Access Reform, and any Amending Rules deemed by the Minister to form part of those Amending Rules in a subsequent instrument made by the Minister for the purposes of this section 1.43A.

1.43A.2. Where the Specified Amending Rules oblige BANANAS or the Coordinator to develop or document a WEM Procedure then, notwithstanding that the relevant WEM Rule has not commenced, BANANAS and the Coordinator must comply with their obligations in this section 1.43A, as if the relevant WEM Rule was in force.

1.43A.3. BANANAS must, without limiting clause 1.43A.6:

(a) develop each procedure it is responsible for in accordance with the Specified Amending Rules prior to the commencement of the relevant Amending Rule in the Specified Amending Rules that requires BANANAS to develop or document that procedure; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the Specified Amending Rules.

1.43A.4. The Coordinator must, without limiting clause 1.43A.6:

(a) develop each procedure it is responsible for in accordance with the Specified Amending Rules prior to the commencement of the relevant Amending Rule in the Specified Amending Rules that requires the Coordinator to develop or document that procedure; and

(b) consult with Rule Participants and other relevant stakeholders in developing the procedures it is responsible for in accordance with the Specified Amending Rules.

1.43A.5. Each WEM Procedure that is required to be developed under clauses 1.43A.3(a) and 1.43A.4(a):

(a) without limiting clauses 1.43A.3(b) and 1.43A.4(b) may, but is not required to, be developed in accordance with the Procedure Change Process;

(b) is, from the commencement of the relevant Amending Rule in the Specified Amending Rules that requires the person to develop or document the procedure, deemed to be the relevant WEM Procedure required to be developed under the relevant clause in the Specified Amending Rules; and

(c) may, with industry consultation, be amended or replaced with a revised WEM Procedure without undertaking the Procedure Change Process by the party responsible for developing the WEM Procedure until six months after the New WEM Commencement Day provided that in determining a commencement date for the revised WEM Procedure, the party responsible for developing the WEM Procedure gives reasonable consideration of an appropriate commencement date that minimises the impact of the changes to the WEM Procedure on Rule Participants. To avoid doubt, after six months from the New WEM Commencement Day, any amendment or replacement of the WEM Procedure must be made in accordance with the Procedure Change Process.

1.43A.6. In developing, amending or replacing a WEM Procedure in accordance with this section 1.43, BANANAS or the Coordinator, as applicable, must:

(a) publish a call for submissions on the proposed or revised WEM Procedure and the due date for submissions must not be less than 15 Business Days from the date the proposed or revised WEM Procedure is published; and

(b) publish, together with the final WEM Procedure, a summary of the submissions received and the response of BANANAS or the Coordinator, as applicable, to the issues raised in those submissions.

1.43B. Specific Transitional Provisions – Application of Section 1.43A to WEM Procedures for Particular Wholesale Electricity Market and Constrained Network Access Reform Amending Rules

1.43B.1. Where an Amending Rule in the Wholesale Electricity Market (Tranche 6 Amendments) Rules 2022 and the Wholesale Electricity Market (Tranche 6A Amendments) Rules 2023 requires or provides for a WEM Procedure to be developed or documented (however described) by the Coordinator, BANANAS or a Network Operator, then the provisions of clause 1.43A will apply to that Amending Rule as if:

(a) the Amending Rule was a Specified Amending Rule as defined in clause 1.43A.1; and

(b) where the Amending Rule obliges a Network Operator to develop or document a WEM Procedure, section 1.43A was amended to apply to WEM Procedures required to be developed by a Network Operator.

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| **Explanatory Note**  Gate Closure is to be 15 minutes before the start of the Trading Interval for the first 6 months of the new Real-Time Market. Thereafter, Gate Closure will be the period published by BANANAS on the WEM Website, which will be zero unless there is expected to be a significant and quantifiable impact on power system security and reliability. BANANAS could choose to leave the Gate Closure period at 15 minutes or reduce it to a period less than 15 minutes and as close to real-time as possible (i.e. allowing BANANAS sufficient time to process Real-Time Market Submission and issue Dispatch Instructions, etc). |

1.44. Specific Transitional Provisions – Gate Closure

1.44.1. Notwithstanding that BANANAS must publish and determine Gate Closure under clause 7.4.30, for the first 6 Trading Months commencing from the New WEM Commencement Day, Gate Closure will be 15 minutes for each Dispatch Interval.

1.44.2. After the 6 Trading Month period referred to in clause 1.44.1, Gate Closure will be the period determined by BANANAS and published in accordance with clause 7.4.30.

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| **Explanatory Note**  The reforms to registration include requiring various participants to register in different classes to ensure that the relevant obligations are placed on individual participants or a group of participants with similar characteristics (in respect of facilities they own, control or operate). A new registration taxonomy is to be introduced into the WEM. However, transitional provisions are required so that the new registration taxonomy applies to Market Participants participating in the Reserve Capacity Mechanism for the 2021, 2022 and 2023 Reserve Capacity Cycles.  Section 1.45 enables the new registration taxonomy to apply to the 2021, 2022 and 2023 RCM Capacity Cycles while maintaining the existing registration concepts under the current market arrangements until the New WEM Commencement Day, which is when the new registration taxonomy will apply.  The intent of section 1.45 is set out below.   * Automatically transition (via deeming provisions) all existing Market Participants (e.g. Market Generators and Market Customers registered under the current WEM Rules) participating in the 2021, 2022 and 2023 Reserve Capacity Cycles to the relevant RCM Market Participant class. * Automatically transition (via deeming provisions) all existing Market Participants' Registered Facilities to new equivalent Facility Classes unless certain conditions apply. Where those conditions apply, the transitional WEM Procedure will apply and BANANAS will be required to determine a different Facility Class as per the new Facility Classes specified in new section 2.29. * If there is an existing unregistered facility, the facility will be assessed as per the new Facility Technology Types specified in new section 2.29 and will be assigned a Facility Class. * Any new facility participating in the Reserve Capacity Mechanism for the first time will be required to follow the processes under Chapter 4.   Interruptible Loads are not included in the table as they are not assigned Capacity Credits. |

1.45. Specific Transitional Provisions – Registration for the 2021 Reserve Capacity Cycle, the 2022 Reserve Capacity Cycle and the 2023 Reserve Capacity Cycle

1.45.1. In this section 1.45:

**RCM Market Participant**: Means a Market Generator or Market Customer deemed to be registered as an RCM Market Participant pursuant to clause 1.45.2(a) for the purpose of this section 1.45; and

**RCM Facility Class**: Means a Facility Class referred to in clause 1.45.3 that applies to:

(a) an RCM Market Participant under clause 1.45.2(b); or

(b) a facility or facility upgrade deemed to be assigned to the facility under clause 1.45.10(b).

1.45.2. For the 2021 Reserve Capacity Cycle, the 2022 Reserve Capacity Cycle and the 2023 Reserve Capacity Cycle only:

(a) a Market Generator and Market Customer registered under these WEM Rules on the New RCM Transition Date is deemed to be registered as an RCM Market Participant; and

(b) subject to clause 1.45.4, a Registered Facility that is registered to a Market Generator or Market Customer referred to in clause 1.45.2(a) is deemed to be registered under the equivalent RCM Facility Class set out in clause 1.45.3.

1.45.3. For the purpose of clause 1.45.2(b), the table below sets out the equivalent RCM Facility Class that is deemed to apply to a Registered Facility for the 2021 Reserve Capacity Cycle, the 2022 Reserve Capacity Cycle and the 2023 Reserve Capacity Cycle.

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| **Facility Class as at the last Trading Interval immediately preceding the New RCM Transition Date** | **Equivalent RCM Facility Class from the New RCM Transition Date** |
| Scheduled Generator | Scheduled Facility |
| Non-Scheduled Generator with a System Size below 10 MW | Non-Scheduled Facility |
| Non-Scheduled Generator with a System Size at or above 10 MW | Semi-Scheduled Facility |
| Demand Side Programme | Demand Side Programme |

1.45.4. For the purpose of clause 1.45.2(b), where any of the following conditions apply to a Registered Facility, the RCM Market Participant for that Registered Facility must apply to BANANAS to seek an assessment for an applicable RCM Facility Class in accordance with the timeframe and processes specified in the WEM Procedure under clause 4.8A.7:

(a) the Registered Facility’s System Size is anticipated to increase or decrease;

(b) any new equipment is planned to be added to the Registered Facility;

(c) any equipment is planned to be removed from the Registered Facility; or

(d) the RCM Market Participant considers that registration in a different RCM Facility Class for that Registered Facility is more appropriate than the RCM Facility Class deemed by clause 1.45.3.

1.45.5. BANANAS must process and assess any application for assessment it receives under clause 1.45.4 or clause 1.45.8 by the date and time specified in clause 4.1.7, in accordance with the WEM Procedure specified in clause 4.8A.7.

1.45.6. When conducting an assessment under clause 1.45.5, where BANANAS considers that the RCM Facility Class assigned to that Registered Facility is no longer appropriate, or another RCM Facility Class is more appropriate, BANANAS must assign that Registered Facility another RCM Facility Class which must be a Facility Class specified in clause 1.45.6A.

1.45.6A. The Facility Classes for the purposes of clause 1.45.6 are:

(a) a Scheduled Facility;

(b) a Semi-Scheduled Facility;

(c) a Non-Scheduled Facility; and

(d) a Demand Side Programme.

1.45.7. BANANAS's determination of an RCM Facility Class under this section 1.45 is final.

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| **Explanatory Note**  The intent of clause 1.45.8 is to allow an intending RCM Market Participant in respect to its unregistered facility (that is not already dealt with under clauses 4.8A.1 or 4.8A.3), to apply to BANANAS for an indicative Facility Class and indicative Facility Technology Type. |

1.45.8. A person intending to participate in the 2021 Reserve Capacity Cycle and/or the 2022 Reserve Capacity Cycle and/or the 2023 Reserve Capacity Cycle in respect of a facility that is unregistered as at the New RCM Transition Date, must, except where clauses 4.8A.1 or 4.8A.3 applies to the facility (including a facility upgrade), apply to BANANAS for an indicative Facility Class and an indicative Facility Technology Type in accordance with the WEM Procedure specified in clause 4.8A.7.

1.45.9. BANANAS must determine and assign an indicative Facility Class and one or more indicative Facility Technology Type to an unregistered facility pursuant to an application under clause 1.45.8 in accordance with the WEM Procedure specified in clause 4.8A.7.

1.45.10. For the 2021 Reserve Capacity Cycle, the 2022 Reserve Capacity Cycle and the 2023 Reserve Capacity Cycle:

(a) the indicative Facility Class assigned to a facility or facility upgrade by BANANAS pursuant to clauses 1.45.9, 4.8A.1(a) or 4.8A.5(a) must be a Facility Class specified in clause 1.45.6A; and

(b) the indicative Facility Class assigned to a facility or facility upgrade by BANANAS pursuant to clauses 1.45.9, 4.8A.1(a) or 4.8A.5(a) is deemed to be the RCM Facility Class assigned to the facility or facility upgrade.

1.45.11. For the 2021 Reserve Capacity Cycle, the 2022 Reserve Capacity Cycle and the 2023 Reserve Capacity Cycle only, BANANAS must assign one or more Facility Technology Type to a Registered Facility by the date and time specified in clause 4.1.7, in accordance with the WEM Procedure specified in clause 4.8A.7.

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| **Explanatory Note**  The processes in Appendix 3 utilise the Network Access Quantity values from the prior year's Reserve Capacity Cycle. Therefore, section 1.46 sets out the quantities that will be deemed to be the relevant quantities for the 2022 Reserve Capacity Cycle, and also the classification for each Facility to align the Facilities to the definitions set out in Appendix 3.  Clause 1.46.1(b) is amended to refer to Facilities that were assessed under the RLM and not Intermittent Generating Systems. |

1.46. Specific Transitional Provisions – Appendix 3

1.46.1. For the purposes of Appendix 3 and the 2022 Reserve Capacity Cycle:

(a) a Facility is to be deemed to be an NAQ Facility (as defined in Appendix 3) where the Facility:

i. was assigned Capacity Credits for the 2021 Reserve Capacity Cycle; and

ii. has been assigned Certified Reserve Capacity for the 2022 Reserve Capacity Cycle; and

(b) a Facility that is deemed to be an NAQ Facility (as defined in Appendix 3) under clause 1.46.1(a) is to be deemed to have a Network Access Quantity for the purposes of Step 3A(a) of Appendix 3, equal to:

i. for a Facility, other than a GIA Facility, the Initial Network Access Quantity determined by BANANAS for the Facility under clause 4.1A.1; and

ii. for a GIA Facility, the Certified Reserve Capacity assigned to the Facility for the 2022 Reserve Capacity Cycle that is intended to be traded bilaterally in accordance with 4.14.1(c); and

(c) a Facility is to be deemed to be an Indicative NAQ Facility (as defined in Appendix 3) where the Facility was assigned Early Certified Reserve Capacity and Capacity Credits for a Reserve Capacity Cycle after the 2022 Reserve Capacity Cycle; and

(d) a Facility that is deemed to be an Indicative NAQ Facility (as defined in Appendix 3) under clause 1.46.1(c) is to be deemed to have an Indicative Network Access Quantity for the purposes of Step 3A(a) of Appendix 3, equal to the Early Certified Reserve Capacity assigned to the Facility for a Reserve Capacity Cycle by BANANAS pursuant to an application for Early Certified Reserve Capacity under section 4.28C.

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| **Explanatory Note**  Section 1.47 makes provision for the automatic transition (via deeming provisions) of all existing registered Market Participants and Registered Facilities, including aggregated facilities, to the relevant new registration taxonomy that will apply from the start of the new WEM. |

1.47. Specific Transitional Provisions – Registration from New WEM Commencement Day

1.47.1. In this section 1.47:

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the New WEM Commencement Day.

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the New WEM Commencement Day.

1.47.2. With effect from the New WEM Commencement Day:

(a) a Rule Participant registered in the Market Customer class, Market Generator class or Ancillary Service Provider class under these WEM Rules is deemed to be registered in the Market Participant class;

(b) subject to clause 1.47.4, a Scheduled Generator, Non‑Scheduled Generator or Demand Side Programme that is registered to a Rule Participant in the Market Customer class or Market Generator class referred to in clause 1.47.2(a) is deemed to be registered under the Facility Class set out in clause 1.47.3;

(c) subject to clauses 1.47.4 and 1.47.8, a Facility registered as a single Facility under the Pre-Amended Rules, is deemed to be registered as a single Facility under the Post-Amended Rules;

(d) subject to clauses 1.47.4 and 1.47.8, a Facility registered as an aggregated Facility under the Pre-Amended Rules, is deemed to be registered as an Aggregated Facility under the Post-Amended Rules; and

(e) a Facility registered as an Interruptible Load under the Pre-Amended Rules is deemed to be a Non-Dispatchable Load and no longer a Registered Facility under the Post-Amended Rules.

1.47.3. For the purposes of clause 1.47.2(b), the table below sets out the Facility Class that is deemed to apply to a Registered Facility.

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| **Facility Class as at the last Trading Interval immediately preceding the New WEM Commencement Day** | **Facility Class from the New WEM Commencement Day** |
| Scheduled Generator | Scheduled Facility |
| Non-Scheduled Generator with a System Size below 10 MW | Non-Scheduled Facility |
| Non-Scheduled Generator with a System Size at or above 10 MW | Semi-Scheduled Facility |
| Demand Side Programme | Demand Side Programme |

1.47.4. For the purposes of clauses 1.47.2(b), 1.47.2(c) and 1.47.2(d), where any of the following conditions apply to a Registered Facility, the Market Participant for that Registered Facility must apply to BANANAS to seek an assessment for an applicable Facility Class in accordance with the timeframe and processes specified in the WEM Procedure under clause 1.47.12:

(a) the Registered Facility’s System Size is anticipated to increase or decrease; and

(b) the Market Participant considers that registration in a different Facility Class for that Registered Facility is more appropriate than the Facility Class deemed by clause 1.47.3.

1.47.5. BANANAS must assess any application it receives under clause 1.47.4, in accordance with the WEM Procedure specified in clause 1.47.9.

1.47.6. When conducting an assessment under clause 1.47.5, where BANANAS considers that the existing Facility Class assigned to that Registered Facility is no longer appropriate or another Facility Class is more appropriate, BANANAS must assign that Registered Facility another Facility Class which must be a Facility Class specified in clause 2.29.1A.

1.47.7. A Market Participant intending to register a facility prior to 1 October 2023 with an intended effective registration date on or after 1 October 2023, must apply to BANANAS for a Facility Class assessment in accordance with the timeframe specified in the WEM Procedure referred to in clause 1.47.12.

1.47.8. A Market Participant applying to:

(a) register a facility as an Aggregated Facility; or

(b) disaggregate an Aggregated Facility,

prior to 1 October 2023 with an intended effective date on or after 1 October 2023, must apply to BANANAS for a Facility Class assessment in accordance with clause 1.47.7,and the timeframe specified in the WEM Procedure referred to in clause 1.47.9.

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| **Explanatory Note**  New clause 1.47.8A allows a Market Participant or Ancillary Service Provider to set up a new Interruptible Load Facility ready to commence operation on New WEM Commencement Day. |

1.47.8A. A Market Participant or Ancillary Service Provider may apply to BANANAS to:

(a) register a Facility as an Interruptible Load (as defined under the Post‑Amended Rules) with an intended effective registration date on or after the New WEM Commencement Day;

(b) associate Non-Dispatchable Loads (as defined under the Post‑Amended Rules) with the Interruptible Load; and

(c) accredit the Interruptible Load to provide Contingency Reserve Raise,

prior to the New WEM Commencement Day, with an intended effective date on or after the New WEM Commencement Day.

1.47.9. BANANAS must assess an application it receives under clauses 1.47.7 or 1.47.8 and assign a Facility Class in accordance with the WEM Procedure referred to in clause 1.47.12.

1.47.10. BANANAS may consult with, and request additional information or clarifications from, relevant Market Participants prior to making its determination under this section 1.47.

1.47.11. BANANAS’s determination of a Facility Class under this section 1.47 is final.

1.47.12. By 1 June 2023, BANANAS must develop a WEM Procedure specifying:

(a) the information to be provided to BANANAS, and the processes and timeframes a Market Participant must adhere to, when applying to BANANAS for an assessment under clauses 1.47.4, 1.47.7 or 1.47.8;

(b) the process and timeframes BANANAS must adhere to when conducting an assessment and assigning a Facility Class to a facility in respect of an application made under clauses 1.47.4, 1.47.7 or 1.47.8, which must take into account the Facility Technology Types comprising a facility; and

(c) the process and timeframes BANANAS and Market Participants must adhere to with respect to consultations and requests under clause 1.47.10; and

(d) any other matters that BANANAS considers are relevant to this section 1.47.

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| **Explanatory Note**  The concept of Intermittent Loads will continue to be available for new connections comprising load and co-located generation behind the same network connection point. The differential treatment of Intermittent Loads registered before and after New WEM Commencement Day is now captured in the relevant sections of these WEM Rules.  Before the New WEM Commencement Day, an Intermittent Load is all or part of a Non-Dispatchable Load (defined at connection point level). In the new market, an Intermittent Load is always part of a Facility. It is a special type of 'Load' Facility Technology Type, which refers to an entity behind the connection point. |

1.48. Specific Transitional Provisions – Intermittent Loads

1.48.1. In this section 1.48:

**Post-Amended Rules**: Means the WEM Rules as in force immediately after the New WEM Commencement Day.

**Pre-Amended Rules**: Means the WEM Rules as in force immediately before the New WEM Commencement Day.

1.48.2. Notwithstanding clause 2.30B.1, a Non-Dispatchable Load or part of a Non-Dispatchable Load that was treated by BANANAS as an Intermittent Load on the day before the New WEM Commencement Day is deemed to have met the requirements of clause 2.30B.2 for the relevant Non-Dispatchable Load or part of the Non-Dispatchable Load to be treated as an Intermittent Load from the New WEM Commencement Day.

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| **Explanatory Note**  Clause 1.48.3 is amended to clarify that the deemed exemption described in the clause only applies to an Energy Producing System that supplies an Intermittent Load prior to New WEM Commencement Day. |

1.48.3. An Energy Producing System that supplies an Intermittent Load referred to in clause 1.48.2 prior to the New WEM Commencement Day and was not registered as a Facility under the Pre-Amended Rules, will be deemed to be exempted from the requirement to register under clause 2.29.4 of the Post-Amended Rules.

1.48.4. For the avoidance of doubt, the purpose of clauses 1.48.2 and 1.48.3 is to clarify the status of Intermittent Loads under the Pre-Amended Rules on the New WEM Commencement Day and the clauses do not in any way constitute a perpetual exemption from complying with the obligations and requirements in section 2.30B of the Post-Amended Rules.

1.48.5. The Market Participant for an Intermittent Load referred to in clause 1.48.2 must provide the data specified in clauses 2.30B.3 to BANANAS before 1 July 2023.

1.48.6. Notwithstanding clause 1.48.2, a Market Participant for a Facility containing an Intermittent Load must, where clause 2.30B.8E applies, register the Facility or apply for an exemption as required by clause 2.30B.8E.

1.48.7. Where a Market Participant registers a Facility containing an Intermittent Load referred to in clause 1.48.2 in accordance with clause 2.30B.8E, the Market Participant may elect to register the Facility as either:

(a) a Non-Scheduled Facility even where its System Size or Nominated Export Quantity would otherwise require it to register as a Semi-Scheduled or Scheduled Facility; or

(b) a Semi-Scheduled Facility even where BANANAS’s controllability assessment would otherwise require it to register as a Scheduled Facility.

1.48A. Specific Transitional Provisions – Miscellaneous

1.48A.1. BANANAS must document the WEM Procedure referred to in clause 4.11.3A(c) by the date specified in clause 4.1.4 for the 2021 Reserve Capacity Cycle.

1.48A.2. Notwithstanding clause 1.33.3, BANANAS and each Network Operator must comply with their obligations under section 2.27A in performing their obligations under, or in connection with, section 4.4B.

1.49. Specific Transitional Provisions – Mandatory Essential System Services Accreditation for Specific Facilities

1.49.1. A Market Participant, other than Synergy, that owns, operates or controls an LFAS Facility at any time from 1 October 2020 to 30 September 2021, must, unless the Market Participant no longer owns, operates or controls the relevant LFAS Facility, at least 12 months prior to the New WEM Commencement Day:

(a) apply to BANANAS for accreditation of its LFAS Facility to provide Regulation Raise and Regulation Lower; and

(b) conduct any tests or provide any information that BANANAS reasonably requires to accredit the LFAS Facility for Regulation Raise and Regulation Lower,

in accordance with the processes set out in the WEM Procedure specified in clause 2.34A.13.

1.49.2. A Market Participant or Ancillary Service Provider, other than Synergy, that is contracted to provide Spinning Reserve or Load Rejection Reserve under an Ancillary Service Contract at any time from 1 October 2020 to 30 September 2021, must, unless the Market Participant or Ancillary Service Provider no longer owns, operates or controls the Facility the subject of the Ancillary Service Contract, at least 12 months prior to the New WEM Commencement Day:

(a) apply to BANANAS for accreditation of its Facility to provide Contingency Reserve Raise or Contingency Reserve Lower, as applicable; and

(b) conduct any tests or provide any information that BANANAS reasonably requires to accredit the Facility for Contingency Reserve Raise or Contingency Reserve Lower, as applicable,

in accordance with the processes set out in the WEM Procedure specified in clause 2.34A.13.

1.49.3. At any time from 1 October 2020 and prior to the New WEM Commencement Day, a Market Participant, other than Synergy, may request BANANAS to accredit its Facility for RoCoF Control Service in accordance with section 2.34A and the WEM Procedure specified in clause 2.34A.13.

Specific obligations for Synergy

1.49.4. Unless otherwise agreed with BANANAS under clause 1.49.5, for each Synergy Facility that is capable of providing LFAS, Spinning Reserve, Load Rejection Reserve or RoCoF Control Service, Synergy must, at least 12 months prior to the New WEM Commencement Day:

(a) apply to BANANAS for accreditation of each such Facility to provide Regulation Raise, Regulation Lower, Contingency Reserve Raise, Contingency Reserve Lower or RoCoF Control Service, as applicable; and

(b) conduct any tests or provide any information that BANANAS reasonably requires to accredit each such Facility for Regulation Raise, Regulation Lower, Contingency Reserve Raise, Contingency Reserve Lower or RoCoF Control Service, as applicable,

in accordance with the processes outlined by BANANAS in the WEM Procedure specified under clause 2.34A.13.

1.49.5. Synergy must consult with BANANAS to determine which of its Facilities are to be considered as capable of providing Regulation Raise, Regulation Lower, Contingency Reserve Raise, Contingency Reserve Lower or RoCoF Control Service, and must seek accreditation, for the purposes of clause 1.49.4.

BANANAS’s obligations

1.49.6. BANANAS must process and determine applications made under this section 1.49 for accreditation of a Facility for any Frequency Co-optimised Essential System Services in accordance with the WEM Procedure specified in clause 2.34A.13.

1.49.7. BANANAS may prioritise applications for accreditation of a Facility for any Frequency Co-optimised Essential System Services made under this section 1.49 over any applications for accreditation made under section 2.34A.

1.49.7A. Where BANANAS has received an application for accreditation of a Frequency Co-optimised Essential System Service under clause 2.34A.2 and has prioritised an application for a Frequency Co-optimised Essential System Service made under this section 1.49 over that application, then:

(a) BANANAS must notify the applicant that an application made under this section 1.49 has been prioritised over its application under clause 2.34A.2; and

(b) the timeframe for BANANAS to accept or reject the applicant's application under clause 2.34A.4 does not apply, and instead will be the timeframe specified by BANANAS, acting reasonably, in the notice from BANANAS to the applicant under clause 1.49.7A(a).

1.49.8. Notwithstanding any other provisions in this section 1.49 or section 2.34A, BANANAS may, but is not required to, process or determine any applications made under this section 1.49 or section 2.34A for accreditation of RoCoF Ride-Through Capability for a Non-Dispatchable Load, before 12 months after New WEM Commencement Day.

Obligation to offer in Frequency Co-optimised Essential System Service markets

1.49.9. For each Dispatch Interval in the six month period following the New WEM Commencement Day, a Market Participant must, in respect of each of its Facilities accredited for a Frequency Co-optimised Essential System Service pursuant to an application made under this section 1.49:

(a) submit offers in its Real-Time Market Submissions for each Frequency Co-optimised Essential System Service the Facility is accredited for; and

(b) ensure the quantity offered for each Frequency Co-optimised Essential System Service is the largest quantity of the Frequency Co‑optimised Essential System Service that the Market Participant reasonably expects could be provided by its Facility in the Dispatch Interval, up to the maximum quantity the Facility is accredited for.

Application of this section 1.49

1.49.10. This section 1.49 applies for the initial accreditation by BANANAS of the Facilities specified in clauses 1.49.1, 1.49.2, 1.49.3 and 1.49.4 for a Frequency Co-optimised Essential System Service. Without limiting section 2.34A, section 2.34A is to apply for:

(a) the accreditation of all Facilities for a Frequency Co-optimised Essential System Service or RoCoF Ride-Through Capability other than the Facilities specified in clauses 1.49.1, 1.49.2, 1.49.3 and 1.49.4; and

(b) any subsequent re-accreditation of a Facility initially accredited for a Frequency Co-optimised Essential System Service under this section 1.49.

1.50. Application of Section 1.43 to the WEM Procedures Specified in Clauses 2.34A.13, 2.35.4 and 2.36A.5

1.50.1. The WEM Procedures specified in clauses 2.34A.13, 2.35.4 and 2.36A.5 are each deemed to be a WEM Procedure forming part of the Amending Rules in the Tranches 2 and 3 Amending Rules (as defined in clause 1.43.1) to which section 1.43 applies.

1.50.2. Notwithstanding whether BANANAS's obligation to develop the WEM Procedures specified in clauses 2.34A.13, 2.35.4 and 2.36A.5 have commenced, BANANAS must, by 1 October 2021, develop those WEM Procedures in accordance with section 1.43. To avoid doubt, section 1.43 applies to the preparation and documentation of the WEM Procedures specified in clauses 2.34A.13, 2.35.4 and 2.36A.5, and will, from the commencement of clauses 2.34A.13, 2.35.4 and 2.36A.5, as applicable, that requires BANANAS to develop or document the WEM Procedures, be deemed to be the relevant WEM Procedures required to be developed under clauses 2.34A.13, 2.35.4 and 2.36A.5, in accordance with clause 1.43.6(b).

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| **Explanatory Note**  Market Participants can voluntarily participate in trialling central ramping dispatch of their Facilities to facilitate new market readiness. The new transitional rules in section 1.51 enable BANANAS to take operational control of a Market Participant’s Facility for this purpose, while ensuring compliance with Dispatch Instructions as issued under the current Balancing and LFAS Markets. To the extent BANANAS ensures its operational control of the Facility remains consistent with the applicable Dispatch Instruction, the Market Participant is required to maintain its dispatch compliance.  It should be highlighted that these transitional rules do not affect any existing aspects of market operation or compensation. They are purely intended for the purposes of testing a Facility’s physical ability to ramp linearly in response to a Dispatch Instruction in the new market and to help Market Participants prepare for cutover. |

1.51. Specific Transitional Provisions – Automatic Generation Control Dispatch

1.51.1. Where BANANAS considers that it is necessary to test or implement operational controls required for BANANAS and Market Participants to operate under any of the provisions of the Tranches 2 and 3 Amending Rules (as defined in clause 1.43.1) and associated WEM Procedures, BANANAS may request approval from a Market Participant to control specified operations of the Market Participant's Registered Facility. Where a Market Participant approves BANANAS's request, BANANAS’s operational control of the Registered Facility may include:

(a) the starting, loading and stopping of the Registered Facility; and

(b) limiting the injection of the Registered Facility.

1.51.2. BANANAS's operational control of a Registered Facility pursuant to clause 1.51.1:

(a) does not remove BANANAS’s obligation to issue and record Dispatch Instructions for the Registered Facility during the period of BANANAS's operational control; and

(b) does not affect, modify or limit a Market Participant’s rights and obligations in respect of the Registered Facility under these WEM Rules including the obligation to comply with the most recently issued Dispatch Instruction.

1.51.3. Where BANANAS has operational control of a Registered Facility pursuant to clause 1.51.1:

(a) BANANAS is not required to issue a Dispatch Instruction to the Registered Facility with respect to an operational control that relates to the implementation of a previously issued Dispatch Instruction; and

(b) BANANAS must seek to operate the Registered Facility in compliance with Dispatch Instructions recorded for the Registered Facility.

1.51.4. Where BANANAS does not operate the Registered Facility in accordance with clause 1.51.3(b), the relevant Market Participant is not taken to be non-compliant with the relevant Dispatch Instruction.

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| **Explanatory Note**  Clause 2.8.14 sets out the WEM Technical Standards that are to be 'protected' under the rule change process to ensure that technical and engineering advice is sought from BANANAS and/or Western Power when any of these clauses are the subject of a Rule Change Proposal. The effect of new section 1.52 is to defer commencement of some of those provisions as WEM Technical Standards until new market start. |

1.52. Specific Transitional Provisions – Staged Commencement of Prescribed WEM Technical Standards

1.52.1. Notwithstanding any other provision of these WEM Rules:

(a) a reference to each of the provisions specified in clauses 2.8.14(b), 2.8.14(c), 2.8.14(d) and 2.8.14(e) is a reference to a Specific Amending Rule (as defined in clause 1.36C.1);

(b) clauses 2.4.3B and 2.5.1D do not apply to a Specific Amending Rule specified in clause 1.52.1(a) until the Specific Amending Rule (as defined in clause 1.36C.1) is a Commenced Amending Rule (as defined in clause 1.36C.1); and

(c) for the purposes of this clause 1.52.1 a Specific Amending Rule (as defined in clause 1.36C.1) includes any subsequent amendment or replacement of the Specific Amending Rule in a subsequent instrument made by the Minister under regulation 7(5) of the WEM Regulations.

1.53. Specific Transitional Provision – Early Certification of Reserve Capacity for the 2022 Reserve Capacity Cycle and any subsequent Reserve Capacity Cycle

1.53.1. Notwithstanding section 4.28C, an application for Early Certified Reserve Capacity for the 2022 Reserve Capacity Cycle and any subsequent Reserve Capacity Cycle cannot be made under section 4.28C prior to:

(a) where the application includes a nomination that the Facility is expected to be classified as a Network Augmentation Funding Facility pursuant to clause 4.4.1(d)(vi), 1 March 2022; and

(b) otherwise, 1 November 2021.

1.53.2. Notwithstanding clause 4.28C.15, BANANAS is not required to document the processes relating to or in connection with the following clauses in a WEM Procedure until 1 March 2023:

(a) clause 4.28C.7A;

(b) clause 4.28C.7AA;

(c) clause 4.28C.7B;

(d) clause 4.28C.7C;

(e) clause 4.28C.7D; and

(f) clause 4.28C.8A (but only in respect of the processes relating to the lapsing of any Indicative Network Access Quantity determined for the Facility).

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| **Explanatory Note**  The transitional arrangements for System Restart in section 1.54 provide for:   * BANANAS to develop and consult on the standard form contract before it takes effect; * existing System Restart Service Contracts to continue unaffected by new section 3.7; and * all new System Restart Service Contracts to be procured under the new rules. |

1.54. Specific Transitional Provisions – System Restart

1.54.1. Prior to the New WEM Commencement Day, BANANAS must develop and consult with stakeholders on a standard form contract for System Restart Service submissions for a period of at least two weeks. The standard form contract must include, at a minimum, the matters specified in clause 3.7.30.

1.54.2. BANANAS must publish the standard form contract on the WEM Website.

1.54.3. BANANAS must take into account stakeholder feedback received during the consultation process and make any reasonable amendments to the standard form contract that it considers appropriate, and republish the standard form contact for System Restart Service submissions, before the New WEM Commencement Day.

1.54.4. Any existing System Restart Service Contracts on the New WEM Commencement Day continue to apply, and are deemed to comply with section 3.7, for the remainder of their contract term.

1.54.5. Any System Restart Service Contracts entered into after the New WEM Commencement Day are subject to section 3.7.

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| **Explanatory Note**  Section 1.54A outlines transitional provisions to enable existing Rule Participants to provide new, and update existing, Standing Data required in the new market.  The section also outlines BANANAS’s obligations to facilitate collection, storing and processing of Standing Data.  Clause 1.54A.2 requires BANANAS to specify on its website a list of Standing Data required from Rule Participants, at least 3 months before New WEM Commencement Day. The Standing Data will be published as a list on BANANAS’s website to enable Rule Participants to have sufficient time to provide the data before the new market commences. BANANAS will also be able to use this Standing Data to enable market and dispatch processes that will apply from new market start.  On the New WEM Commencement Day, the list will be populated into Appendix 1 of the Standing Data to become a formal rule requirement. |

1.54A. Specific Transitional Provisions – Standing Data

1.54A.1. Where a Rule Participant is required to provide new Standing Data or modify current Standing Data in respect to a Rule Participant or Facility pursuant to the Tranches 2 and 3 Amending Rules (as defined in clause 1.43.1) or any other Amending Rules made by the Minister under regulation 7(5) of the WEM Regulations by a notice published in the Government Gazette prior to the New WEM Commencement Day, the Rule Participant must do so in accordance with the processes and by the times specified by BANANAS under clause 1.54A.2.

1.54A.2. Not less than four months before the New WEM Commencement Day, BANANAS must publish on the WEM Website:

(a) the Standing Data required to be provided to BANANAS for a Rule Participant or Facility in relation to the Post-Amended Rules (as defined in clause 1.47.1); and

(b) the form and manner in which the Standing Data referred to in clause 1.54A.2(a) is to be provided to BANANAS.

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| **Explanatory Note**  Section 1.55 is a general transitional provision that provides that all:   * acts, matters or things that need to be done with respect to obligations that will commence at the start of the new market (i.e. 1 October 2023) but are required to be done before that date are done (e.g. Scheduling Day activities); and * acts, matters or things that need to be done with respect to obligations under the WEM Rules in force before commencement of the new market prior to commencement of the new market will be required to be done under the WEM Rules in force prior to commencement of the new market (e.g. settlement).   These are general 'catch-all' provisions to ensure that all relevant operational activities in respect of the current and new markets are able to be performed under the applicable WEM Rules. |

1.55. General Transitional Provisions – Operational Matters

1.55.1. In this section 1.55:

**Commenced Amending Rule:** Means a Specific Amending Rule that has commenced on the New WEM Commencement Day.

**New WEM Commencement Month:** Means the Trading Month in which the New WEM Commencement Day falls.

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the New WEM Commencement Day.

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the New WEM Commencement Day.

**Specific Amending Rule**: Means an Amending Rule made by the Minister under regulation 7(5) of the WEM Regulations (whether made before or after the date this section 1.55 commenced) by a notice published in the Government Gazette as part of the program of work for the Wholesale Electricity Market and Constrained Network Access Reform.

1.55.2. Before 8:00 AM on the New WEM Commencement Day, notwithstanding that the Pre-Amended Rules continue to apply, each Rule Participant must, subject to clause 1.55.8, perform all obligations imposed on that Rule Participant under the Post-Amended Rules, in relation to the New WEM Commencement Day and subsequent Trading Days, that, if the Post-Amended Rules were in force, the Rule Participant would have been required to perform under the Post-Amended Rules. This includes, but is not limited to, obligations relating to:

(a) operation of the Real-Time Market under Chapter 7, including scheduling and dispatch of Market Services and Non-Co-optimised Essential System Services;

(b) PASA assessments and Outages under Chapter 3;

(c) operation of the STEM under Chapter 6;

(d) administration of the market under Chapter 2;

(e) administration of the Reserve Capacity Mechanism under Chapter 4; and

(f) settlement under Chapter 9.

1.55.3. If before 8:00 AM on the New WEM Commencement Day, notwithstanding that the Pre-Amended Rules continue to apply, a Rule Participant performs an obligation under the Post-Amended Rules under clause 1.55.2, then to the extent that the obligation is performed, the Rule Participant is not required to perform any equivalent obligation under the Pre-Amended Rules to the extent that these obligations relate to the New WEM Commencement Day or subsequent Trading Days.

1.55.4. Before 8:00 AM on the New WEM Commencement Day, notwithstanding that the Pre‑Amended Rules continue to apply, a Rule Participant may, subject to clause 1.55.8, perform any of the discretionary actions that the Rule Participant is permitted to perform under the Post-Amended Rules, in relation to the New WEM Commencement Month and subsequent Trading Months, that, if the Post-Amended Rules were in force, the Rule Participant would be permitted to perform under the Post-Amended Rules.

1.55.5. If before 8:00 AM on the New WEM Commencement Day, notwithstanding that the Pre-Amended Rules continue to apply, a Rule Participant is required to perform an obligation that relates to the New WEM Commencement Day or any subsequent Trading Days that it will not be required to perform under the Post-Amended Rules, the Rule Participant is not required to perform the obligation to the extent that:

(a) it relates to the New WEM Commencement Day or any subsequent Trading Days; and

(b) to the extent that the obligation will not apply under the Post-Amended Rules.

1.55.6. After 8:00 AM on the New WEM Commencement Day, notwithstanding that the Post-Amended Rules apply, each Rule Participant must, subject to clause 1.55.8, perform all obligations imposed on that Rule Participant under the Pre-Amended Rules, arising in relation to each Trading Interval (or part of a Trading Interval) in a Trading Day, each Trading Day (or part of a Trading Day) or each Trading Month (or part of a Trading Month) up to but excluding the New WEM Commencement Day, that, if the Pre-Amended Rules were in force, the Rule Participant would have been required to perform under the Pre-Amended Rules. This includes, but is not limited to, obligations relating to, or in connection with:

(a) administration of the market under Chapter 2, including compliance monitoring and enforcement;

(b) dispatch under Chapter 7; and

(c) settlement under Chapter 9.

1.55.7. From the New WEM Commencement Day, notwithstanding that the Post-Amended Rules apply, each Rule Participant may, subject to clause 1.55.8, perform any of the discretionary actions that the Rule Participant is permitted to perform under the Pre-Amended Rules, in relation to each Trading Month up to but excluding the New WEM Commencement Month, that, if the Pre-Amended Rules were in force, the Rule Participant would have been permitted to perform under the Pre‑Amended Rules.

1.55.8. Where a Rule Participant:

(a) intends to perform an obligation under the Post-Amended Rules pursuant to clause 1.55.4 or the Pre-Amended Rules pursuant to clause 1.55.7; or

(b) is required by clauses 1.55.2 or 1.55.6 or sections 1.56 or 1.57 to perform an obligation under the Pre-Amended Rules or the Post-Amended Rules, as applicable,

that utilises a market system or other software system maintained by BANANAS, the Rule Participant is only permitted, or required, as applicable, to perform the obligation if the relevant market system or software system in respect of the obligation is available and fully operational, including all associated dependent links or interfaces, at the time the obligation is intended or required to be performed.

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| **Explanatory Note**  Clause 1.55.9 provides that in respect of any calculations or determinations made after the start of the new market that use data or information that was produced or exchanged under the WEM Rules in force before the start of the new market and there is a difference between defined terms in the pre-and post-new market data or information, then BANANAS can apply the relevant defined term in the new market that is intended to apply for the purposes of that determination or calculation. For example, a Scheduled Generator under the WEM Rules in force before the start of the new market is defined as a Scheduled Facility under the WEM Rules that will apply from the start of the new market. |

1.55.9. For any calculations or determinations under the Post-Amended Rules that require or rely on data or other market related information or documents produced or exchanged under the Pre-Amended Rules that contains a term that is defined under the Pre-Amended Rules that does not exist or have the same meaning under the Post-Amended Rules, BANANAS may:

(a) use the term defined under the Post-Amended Rules that BANANAS reasonably determines is intended to apply in respect of the relevant act, matter or thing, to give effect to the calculation or determination; and

(b) apply and use the data or other market related information or documents in a manner consistent with, or to give effect to, the term to be used by BANANAS pursuant to clause 1.55.9(a).

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| **Explanatory Note**  Clause 1.55.10 gives BANANAS the power to reject, decline, not approve or withdraw its approval with respect to any activities that affect intervals before and after the start of the new market if it considers that Power System Security and Power System Reliability may be adversely affected. For example, Commissioning Test Plans. |

1.55.10. Despite anything to the contrary in the Pre-Amended Rules, where any act, matter or thing is scheduled, expected or approved to occur before the New WEM Commencement Day or after the New WEM Commencement Day and BANANAS reasonably determines that the act, matter or thing could adversely affect Power System Security or Power System Reliability from the New WEM Commencement Day, BANANAS may:

(a) reject, decline, or not approve, a request by a Market Participant for the act, matter or thing;

(b) where the act, matter or thing was approved under the Pre-Amended Rules, notify the relevant Market Participant that BANANAS's approval is withdrawn; or

(c) direct a Rule Participant to cease doing the act, matter or thing.

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| **Explanatory Note**  Clause 1.55.11 clarifies the treatment of information in reports and other documents that contain information relating to periods falling before and after the start of the new market. |

1.55.11. Notwithstanding any provision to the contrary, where a report or other document is required to be prepared under these WEM Rules that is to contain or be based on information concerning a period where the Pre-Amended Rules are in force and a period where the Post-Amended Rules will be in force, then:

(a) the report or other document does not need to include information that is not required to be included in the report or document, as applicable, under the Post-Amended Rules; and

(b) subject to clause 1.55.11(a), the report or document, as applicable, must contain or be based on the information relevant to the period where the Pre-Amended Rules were in force and the period where the Post-Amended Rules were in force even though the report or document may only be finalised or published (if applicable) under the Post-Amended Rules.

For the avoidance of doubt, for information based on a period where the Pre-Amended Rules were in force, BANANAS may, acting reasonably, utilise or reflect that information in the report or document, as applicable, in a manner consistent with the utilisation or reflection of information based on a period under the Post-Amended Rules in that report or document, as applicable.

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| **Explanatory Note**  As section 1.36C is proposed to be amended to exclude amending rules made by the Minister that are commenced on the New WEM Commencement Day (as this section 1.55 will apply to those provisions), clauses 1.55.12 and 1.55.13 (which are similar to clauses 1.36C.6 and 1.36C.7) address the situation where the interpretation or operation of an amending rule commenced on the New WEM Commencement Day relies on an amending rule that is not yet commenced. For example, a commenced amending rule refers to a definition that has not yet commenced. In those situations regard can be had to those yet to be commenced amending rules to interpret or give effect to the relevant amending rule. |

1.55.12. Where a Commenced Amending Rule requires the operation of one or more Specific Amending Rules that have not yet commenced, then regard may be had to those Specific Amending Rules to interpret or give effect to the Commenced Amending Rule even though the Specific Amending Rules have not yet commenced.

1.55.13. Where any Commenced Amending Rule requires the operation of WEM Rules which have been amended, repealed or replaced by one or more Commenced Amending Rules, regard may be had to those WEM Rules to interpret or give effect to the Commenced Amending Rule even though those WEM Rules have been amended, repealed or replaced.

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| **Explanatory Note**  To ensure a smooth transition to the new market arrangements, section 1.56 gives BANANAS the power to create a Transition Schedule specifying the activities required to be done (and the dates and times by when such activities are to be done) under the WEM Rules that will apply from the start of the new market.  After obtaining the Coordinator's approval of the Transition Schedule, BANANAS is required to publish the Transition Schedule on the WEM Website by 1 July 2023. BANANAS may amend the schedule – including to add new activities or change the dates and times by when activities need to be done – with the Coordinator's approval. |

1.56. Specific Transitional Provisions – Transition Schedule

1.56.1. In this section 1.56:

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the New WEM Commencement Day.

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the New WEM Commencement Day.

1.56.2. Subject to clause 1.56.3, by 5:00 PM on 30 June 2023, BANANAS must determine, and publish on the WEM Website, a document ("**Transition Schedule**") specifying:

(a) the acts, matters or things to be done, which includes information to be provided or published, by BANANAS and other Rule Participants relating to key operational activities under the Post-Amended Rules in respect of the Scheduling Day for the Trading Day that is also the New WEM Commencement Day and any subsequent Trading Day for which activities are required to be done before commencement of the Post-Amended Rules;

(b) any other acts, matters or things to be done by BANANAS or any other Rule Participant that are reasonably necessary or desirable to enable BANANAS or any other Rule Participant to perform their respective functions under the Post-Amended Rules, including, without limitation:

i. operation of the Real-Time Market;

ii. scheduling and dispatch of Market Services and Non-Co-optimised Essential System Services;

iii. PASA assessments and Outages;

iv. operation of the STEM;

v. administration of the market under Chapter 2;

vi. administration of the Reserve Capacity Mechanism under Chapter 4; and

vii. settlement under Chapter 9; and

(c) the dates and times and, where applicable, the format, for when each of those acts, matters or things must be done.

1.56.3. Prior to publishing the Transition Schedule under clause 1.56.2, BANANAS must obtain the Coordinator's approval of the Transition Schedule.

1.56.4. Subject to clause 1.56.5, BANANAS may:

(a) amend the Transition Schedule to add or remove any acts, matters or things; and

(b) modify or extend the dates or times for any one or more of the acts, matters or things specified in Transition Schedule by publishing an updated Transition Schedule on the WEM Website.

Any such further acts, matters or things, or modified or extended dates and times, take effect from the date that the updated Transition Schedule is published.

1.56.5. Prior to making any amendments to the Transition Schedule pursuant to clause 1.56.4, BANANAS:

(a) may consult with other Rule Participants or interested stakeholders on the proposed amendment; and

(b) must obtain the Coordinator's approval to the proposed amendment.

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| **Explanatory Note**  Clause 1.56.6 provides that even though the Transition Schedule will require information to be provided and published with respect to various activities that will commence from the start of the new market – for example, Dispatch Schedules, Dispatch Targets and Dispatch Instructions – the relevant Market Participants will only need to comply with the effect of those activities – for example, following Dispatch Instructions – from the start of the new market. |

1.56.6. Each Rule Participant must perform their obligations specified in the Transition Schedule by the dates and times, and in accordance with, the Transition Schedule.

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| **Explanatory Note**  Clauses 1.56.7 and 1.56.8 clarify that the activities specified in the Transition Schedule are to be done in accordance with the WEM Rules that will apply from the start of the new market, except where BANANAS specifies in the Transition Schedule that an activity is to be done under the WEM Rules that apply before the start of the new market. |

1.56.7. Except where expressed to be done under the Pre-Amended Rules or the WEM Procedures in place under the Pre-Amended Rules in the Transition Schedule, all acts, matters or things specified in the Transition Schedule are to be done in accordance with the Post-Amended Rules or the WEM Procedures under the Post-Amended Rules that will apply on and from the New WEM Commencement Day notwithstanding that at the time the act, matter or thing is done the Post-Amended Rules or the WEM Procedures under the Post-Amended Rules have not yet commenced.

1.56.8. Without limiting clause 1.56.7, where any assessment or determination, which includes a decision to accept, approve or reject, specified in the Transition Schedule to be done by BANANAS prior to the New WEM Commencement Day affects periods falling both before and after the New WEM Commencement Day, BANANAS may specify in the Transition Schedule whether the act, matter or thing is to be done by BANANAS in accordance with the Pre-Amended Rules or the Post-Amended Rules notwithstanding that at the time the act, matter or thing is done the Post-Amended Rules have not yet commenced.

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| **Explanatory Note**  To avoid duplication of published material, clause 1.56.9 gives BANANAS the discretion to not have to publish information under WEM Rules that will apply from the start of the new market where the information has already been published in accordance with the WEM Rules that apply prior to the start of the new market. |

1.56.9. Any information to be published by BANANAS pursuant to the Transition Schedule under the Post-Amended Rules may, but is not required, to include any information that is also published under the Pre-Amended Rules.

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| **Explanatory Note**  Clause 1.56.10 gives BANANAS the discretion to publish a single settlement timeline for the settlement dates (and adjustments) under the WEM Rules that apply before the start of the new market and the WEM Rules that apply from the start of the new market.  The general transitional provisions in section 1.55 provide that settlement and associated adjustments for Trading Months (or parts thereof) before the start of the new market will be carried out in accordance with the WEM Rules that apply before the start of the new market, even though those settlements and adjustments will take place after the start of the new market. |

1.56.10. For the settlement cycle timeline, which includes associated adjustment processes, to be published by BANANAS pursuant to the Transition Schedule, BANANAS may, but is not required to, publish a single timeline that sets out the settlement cycle timeline in respect of:

(a) each Trading Month (or part of a Trading Month) in the Financial Year that is to be settled under the Pre-Amended Rules;

(b) each Trading Week (or part of a Trading Week) in the Financial Year that is to be settled under the Post-Amended Rules,

provided that the timeline must comply with:

(c) the requirements in section 9.16 of the Pre-Amended Rules for each period referred to in clause 1.56.10(a); and

(d) the requirements in section 9.3 of the Post-Amended Rules for each period referred to in clause 1.56.10(b).

BANANAS may amend the dates in the timeline if BANANAS’s expectation of the New WEM Commencement Day has changed since the time the most recent timeline was published. The amended settlement timeline will take effect from the date the amended timeline is published.

1.57. Specific Transitional Provisions – Key Operational Matters

1.57.1. In this section 1.57:

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the New WEM Commencement Day.

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the New WEM Commencement Day.

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| **Explanatory Note**  Clause 1.57.2(a) provides that Synergy's Dispatch Plan is not required to contain any periods after the start of the new market and, if it does, Synergy is not required to follow the Dispatch Plan for those intervals.  Clause 1.57.2(b) requires Market Participants to ensure their market-related submissions before and after the start of the new market are consistent.  Clause 1.57.2(c) requires Market Participants (except Synergy) to ensure their market-related submissions after the start of the new market are consistent with any Ancillary Service Contracts in force prior to the start of the new market. |

1.57.2. Without limiting section 1.56:

(a) the Dispatch Plan for Synergy under the Pre-Amended Rules is not required to contain any Trading Intervals with effect from the New WEM Commencement Day, but to the extent it does contain any such Trading Intervals, Synergy is not required to comply with the Dispatch Plan for those Trading Intervals from 08:00 AM on the New WEM Commencement Day;

(b) each Market Participant must make reasonable endeavours to ensure its Balancing Submissions and LFAS Submissions, as applicable, under the Pre-Amended Rules for each Trading Interval falling within the period seven Trading Days prior to the New WEM Commencement Day result in dispatch outcomes that are consistent with forecast dispatch outcomes resulting from the Market Participant's Real-Time Market Submissions under the Post-Amended Rules that take effect from the New WEM Commencement Day; and

(c) each Market Participant, other than Synergy, that is subject to an Ancillary Service Contract that is in force under the Pre-Amended Rules as at the New WEM Commencement Day must make reasonable endeavours to ensure that the Market Participant's Real-Time Market Submissions are consistent with the terms of each such Ancillary Service Contract until the end of the last Trading Interval at the end of the New WEM Commencement Day.

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| **Explanatory Note**  Clause 1.57.3 requires Market Participants that are scheduled or expected to be dispatched at the start of the new market (i.e. 8:00 AM on 1 October 2023) to ensure their Facilities are ready and able to comply with the relevant Dispatch Instruction applicable to that interval. |

1.57.3. Where a Reference Scenario for a Pre-Dispatch Interval or Dispatch Interval specified in the Transition Schedule published in accordance with section 1.56 determines that a Registered Facility will be cleared to provide a Market Service in the first Dispatch Interval of the New WEM Commencement Day, the Market Participant must ensure that its Registered Facility is ready and able to provide the Market Service in accordance with the Dispatch Instruction that will take effect from commencement of that Dispatch Interval.

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| **Explanatory Note**  Clause 1.57.4 requires BANANAS to consider the expected dispatch of Synergy's Facilities from the start of the new market when scheduling and dispatching the Balancing Portfolio prior to the start of the new market. |

1.57.4. For each Trading Interval that falls within three Trading Days prior to the New WEM Commencement Day, BANANAS must, when scheduling and dispatching Registered Facilities in the Balancing Portfolio under the Pre-Amended Rules:

(a) take into account the expected dispatch of each such Registered Facility with effect from the New WEM Commencement Day; and

(b) make reasonable endeavours to ensure that notwithstanding the information provided by Synergy under clause 7.6A.2 of the Pre-Amended Rules, that each such Registered Facility is dispatched in a manner that will enable the Registered Facility to comply with the Dispatch Instruction for that Registered Facility that will take effect from the commencement of the first Dispatch Interval of the New WEM Commencement Day.

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| **Explanatory Note**  Clause 1.57.5 gives BANANAS the power to dispatch Facilities out of merit in the lead up to the start of the new market (between 4:00 AM and 8:00 AM on 1 October 2023) to ensure that Facilities which are expected to be dispatched from the start of the new market are ready to provide the relevant Market Service having regard to the ramp rates applicable to the Facility. |

1.57.5. Notwithstanding the provisions of the Pre-Amended Rules, between the start of the 4:00 AM Trading Interval and the end of the 7:30 AM Trading Interval on the Trading Day immediately prior to the New WEM Commencement Day, BANANAS may dispatch a Registered Facility Out of Merit where the:

(a) expected position of the Registered Facility pursuant to the last Dispatch Instruction issued to the Registered Facility during those Trading Intervals; and

(b) expected starting dispatch position of the Registered Facility pursuant to a Dispatch Instruction under the Post-Amended Rules for the first Dispatch Interval of the New WEM Commencement Day,

differs by more than the Ramp Rate Limit of the Registered Facility as specified in the Standing Data for the Registered Facility at the relevant time.

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| **Explanatory Note**  Clause 1.57.6 provides that any Market Advisories and Dispatch Advisories that are still in place prior to the start of the new market are deemed to be withdrawn. However, BANANAS is required to assess whether the circumstances that gave rise to those advisories is continuing and, if so, issue a Market Advisory in accordance with the WEM Rules that apply from the start of the new market. |

1.57.6. In respect of any Market Advisories or Dispatch Advisories issued under the Pre-Amended Rules that are still in force at the New WEM Commencement Day:

(a) each such Market Advisory and Dispatch Advisory will be deemed to be withdrawn under the Pre-Amended Rules and will cease to apply from the New WEM Commencement Day; and

(b) prior to the New WEM Commencement Day, BANANAS must assess, in the context of the criteria set out in section 7.11 of the Post-Amended Rules, whether the matters or circumstances specified in those Market Advisories or Dispatch Advisories continue to apply. Where the matter or circumstance continues to apply, BANANAS must issue a Market Advisory in respect of that matter or circumstance in accordance with section 7.11 of the Post-Amended Rules.

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| **Explanatory Note**  Clause 1.57.7(a) requires that until the start of the new market, BANANAS must use the Medium Term PASA for periods in it that fall after the start of the new market, and can have regard to the information in any the Medium Term PASA in anticipation of the new market.  Clause 1.57.7(b) gives BANANAS the discretion after the start of the new market to consider any information in the Medium Term PASA carried out under the WEM Rules that apply prior to the start of the new market in respect of any periods after the start of the new market but BANANAS is not obliged to use the information. |

1.57.7. For the purposes of carrying out a Medium Term PASA study or assessment under section 3.16 of the Pre-Amended Rules or the Post-Amended Rules:

(a) until the New WEM Commencement Day, BANANAS:

i. must use the Medium Term PASA carried out under the Pre-Amended Rules in respect to any periods in that Medium Term PASA falling after the New WEM Commencement Day; and

ii. may take into account information in any Medium Term PASA carried out under the Post-Amended Rules in respect to any periods in that Medium Term PASA falling on or after the New WEM Commencement Day; and

(b) after the New WEM Commencement Day, BANANAS may, but is not required to, consider information in any Medium Term PASA carried out under the Pre-Amended Rules with respect to any Trading Interval commencing on or after the New WEM Commencement Day.

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| **Explanatory Note**  Clause 1.57.8 gives BANANAS the discretion to consider any information in the Short Term PASA or the Medium Term PASA carried out under the WEM Rules that apply before the start of the new market for the purpose of any assessments or determinations relating to matters involving Power System Security and Power System Reliability under the WEM Rules that will apply from the start of the new market. |

1.57.8. For the purposes of any assessments or determinations by BANANAS prior to the New WEM Commencement Day relating to or in connection with Power System Security and Power System Reliability under the Post-Amended Rules for any period after the New WEM Commencement Day, BANANAS may take into account information in any PASA carried out under the Pre-Amended Rules or the Post-Amended Rules that relates to Trading Intervals commencing on or after the New WEM Commencement Day.

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| **Explanatory Note**  Clauses 1.57.9, 1.57.10 and 1.57.11 establish a framework for the conversion and verification of outage data from the current market systems to the new market systems. BANANAS is required to set out the relevant processes, steps and actions in a procedure and publish the procedure on the WEM Website.  The procedure is not a 'WEM Procedure' as defined in the WEM Rules. Even though the current WEM Rules relating to WEM Procedures will not apply to the 'Outage Data Conversion Procedure', clause 1.57.11 requires BANANAS to consult with relevant stakeholders, including the Coordinator and other Rule Participants, in the process of documenting the procedure. |

1.57.9. BANANAS must transfer and convert, as applicable, data and other information relating to or in connection with Outages under the Pre-Amended Rules to the relevant systems under the Post-Amended Rules ("**Outage Data Conversion**") that BANANAS determines is necessary or desirable to:

(a) enable BANANAS to perform its functions in respect of Outages under Chapter 3 of the Post-Amended Rules;

(b) enable a Market Participant to comply with its obligations in respect of Outages under Chapter 3 of the Post-Amended Rules; and

(c) enable a Network Operator to comply with its obligations in respect of Outages under Chapter 3 of the Post-Amended Rules.

1.57.10. BANANAS must document, and publish on the WEM Website, the procedure ("**Outage Data Conversion Procedure**") in respect of the Outage Data Conversion by the date and time specified in the Transition Schedule. The Outage Data Conversion Procedure must include, without limitation:

(a) the processes to be followed by BANANAS (which BANANAS must follow), including how BANANAS will convert any Outage-related data and other information having regard to any differences between the defined terms and requirements under the Pre-Amended Rules and the Post-Amended Rules;

(b) the processes to be followed by Market Participants (which Market Participants must follow), including with respect to any Outage-related data or information that the Market Participant must review or submit to BANANAS for assessment;

(c) the processes and obligations with respect to the provision or management of any Outage-related data and information that is required to be provided but is to be excluded from the Outage Data Conversion;

(d) the dates and times by which acts, matters and things must be done, which may be specified in the Transition Schedule; and

(e) any other matters BANANAS considers relevant.

For the avoidance of doubt, the Outage Data Conversion Procedure is not a WEM Procedure for the purposes of the Pre-Amended Rules or the Post-Amended Rules and consequently none of the provisions applying to WEM Procedures under the Pre-Amended Rules or the Post-Amended Rules will apply to the procedure.

1.57.11. In documenting the procedure referred to in clause 1.57.10, BANANAS must:

(a) consult with the Coordinator and other Rule Participants; and

(b) take into account any feedback from the Coordinator or other Rule Participants.

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| **Explanatory Note**  Clause 1.57.12 clarifies that Rule Participants are only required to comply with the WEM Rule relating to Outage Intention Plans from 1 January 2025. |

1.57.12. Despite anything to the contrary in the Post-Amended Rules, on and from the New WEM Commencement Day, BANANAS and other Rule Participants are not required to comply with their respective obligations specified in:

(a) clauses 3.18C.5(b) and 3.18C.12(c);

(b) section 3.19; and

(c) any other provisions relating to Outage Intention Plans under the Post-Amended Rules,

until after 1 January 2025.

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| **Explanatory Note**  Clause 1.57.13 gives BANANAS the power to reject any applications for registration as a Market Participant or for registration or transfer of a Facility where the registration process will not be fully completed by the start of the new market. After the start of the new market, Applicants will need to submit a 'rejected' application in accordance with the WEM Rules that will apply from the start of the new market. |

1.57.13. Despite anything to the contrary in the Pre-Amended Rules, if, prior to the New WEM Commencement Day, a person submits an application for registration as a Market Participant under section 2.28 or for a Facility under section 2.29, or for a Facility transfer or de-registration as a Rule Participant or a Facility under section 2.31 of the Pre-Amended Rules and BANANAS reasonably determines that the registration, transfer or de-registration process, as applicable, will not be fully completed prior to the New WEM Commencement Day, then:

(a) BANANAS may reject the application; and

(b) the person who submitted the application must submit a new application in accordance with the relevant Post-Amended Rules after the New WEM Commencement Day.

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| **Explanatory Note**  The intent of section 1.58 is to ensure that information produced or exchanged under the current WEM Rules maintains the same confidentiality status in the new market, but only in so far as the information was produced or exchanged under the current WEM Rules. In other words, the same or similar types of information or documents produced or exchanged under the WEM Rules that will apply from the start of the new market may be assigned a different confidentiality status (e.g. a type of information is confidential under the current WEM Rules but is to be public for the same type of information produced under the new WEM Rules).  However, as market related information will be classified only as either Confidential Information or Public Information under the new Chapter 10 Market Information Framework, the six different confidentiality classes as per the current classifications (listed in sub-clause 1.58.3(a)) will be treated as Confidential Information under the new framework.  Any market related information or documents produced or exchanged under the current WEM Rules or WEM Procedures that is not specified in the list published by BANANAS on the WEM Website (which was last updated as at 1 July 2012) or otherwise prescribed a confidentiality status pursuant to the current WEM Rules or WEM Procedures, will be managed by the new Information Manager in accordance with the new Chapter 10 Market Information Framework. |

1.58. Specific Transitional Provisions – Market Information

1.58.1. In this section 1.58:

**Confidentiality Status List:** Means the document published by BANANAS on the WEM Website specifying the confidentiality status of market related information and documents produced or exchanged in accordance with the Pre-Amended Rules or Pre-Amended Procedures set by BANANAS pursuant to Chapter 10 of the Pre-Amended Rules.

**Post-Amended Rules:** Means the WEM Rules as in force immediately after the New WEM Commencement Day.

**Pre-Amended Rules:** Means the WEM Rules as in force immediately before the New WEM Commencement Day.

**Pre-Amended Procedures:** Means the WEM Procedures as in force under the Pre-Amended Rules immediately prior to the New WEM Commencement Day.

1.58.2. On and from the New WEM Commencement Day, BANANAS must continue to publish the Confidentiality Status List on the WEM Website that was published on the WEM Website immediately prior to the New WEM Commencement Day.

1.58.3. On and from the New WEM Commencement Day:

(a) all market related information and documents specified in the Confidentiality Status List as:

i. Rule Participant Market Restricted;

ii. Rule Participant Dispatch Restricted;

iii. System Operation Confidential;

iv. BANANAS Confidential;

v. Rule Participant Network Restricted; and

vi. Coordinator Restricted,

in accordance with clause 10.2.1 and sections 10.7, 10.8 and 10.9 of the Pre-Amended Rules, as applicable, or otherwise prescribed to be so classified pursuant to the Pre-Amended Rules or Pre‑Amended Procedures, will, on and from the New WEM Commencement Day, be deemed to be classified as Confidential Information by the Information Manager pursuant to Chapter 10 of the Post-Amended Rules, but only in so far as the market related information and documents were produced or exchanged under the Pre-Amended Rules or Pre-Amended Procedures;

(b) all market related information and documents specified in the Confidentiality Status List as Public in accordance with clause 10.2.1 and section 10.5 of the Pre-Amended Rules, or otherwise prescribed to be so classified pursuant to the Pre-Amended Rules or Pre-Amended Procedures, will, on and from the New WEM Commencement Day, be deemed to be classified as Public Information by the Information Manager pursuant to Chapter 10 of the Post-Amended Rules; and

(c) all other market related information and documents produced or exchanged in accordance with the Pre-Amended Rules or Pre‑Amended Procedures is to be managed by the Information Manager in accordance with Chapter 10 of the Post-Amended Rules on and from the New WEM Commencement Day notwithstanding that the market related information and documents were produced or exchanged in accordance with the Pre-Amended Rules or Pre-Amended Procedures.

For the avoidance of doubt, all market related information and documents produced or exchanged under the Post-Amended Rules (however described) will be managed by the Information Manager pursuant to Chapter 10 of the Post‑Amended Rules, which could result in market related information and documents being set or assigned a confidentiality status under the Post-Amended Rules that is different to the confidentiality status set for the same or similar type of market related information and documents produced or exchanged under the Pre-Amended Rules.

1.59. Specific Transitional Provisions – Compliance Monitoring

1.59.1. Notwithstanding clauses 2.16.2A and 2.16.2AA, the Coordinator and the Economic Regulation Authority are only required to develop, provide to BANANAS and publish the initial combined list of data items and WEM Rules as required by and in accordance with clauses 2.16.2A and 2.16.2AA by the New WEM Commencement Day.

1.59.2. Notwithstanding clause 2.16.2B, BANANAS is only required to ensure that the Coordinator and the Economic Regulation Authority have access to all data items in the Market Surveillance Data Catalogue in accordance with clause 2.16.2B by the New WEM Commencement Day.

1.60. Specific Transitional Provisions for Reviews of the Energy Price Limits and FCESS Offer Price Ceilings

1.60.1. In this section 1.60:

Post-Amended Rules: Means the WEM Rules as in force immediately after the New WEM Commencement Day.

1.60.2. Notwithstanding clause 6.20.6, the Economic Regulation Authority is not required to annually review the appropriateness of the value of the Maximum STEM Price and the Alternative Maximum STEM Price under clause 6.20.6 after 30 June 2023.

1.60.3. Notwithstanding clause 6.20.13, the Economic Regulation Authority is not required to annually review the value of the Minimum STEM Price under clause 6.20.13 after 1 February 2023.

1.60.4. Subject to clause 1.60.5, prior to the New WEM Commencement Day, the Economic Regulation Authority must determine the values of the Contingency Reserve Raise Offer Price Ceiling, Contingency Reserve Lower Offer Price Ceiling, RoCoF Control Service Offer Price Ceiling, Regulation Raise Offer Price Ceiling and Regulation Lower Offer Price Ceiling (as defined in the Post-Amended Rules) that will take effect from the New WEM Commencement Day, in accordance with clause 2.26.2A of the Post‑Amended Rules.

1.60.5. Notwithstanding clause 2.26.2A, for the period commencing from the New WEM Commencement Day to the end of the Trading Interval starting at 7:30 AM on 1 March 2024, the value determined by the Economic Regulation Authority for each FCESS Offer Price Ceiling in accordance with clauses 1.60.4 and 2.26.2A must be a single identical price.

1.61. Specific Transitional Provisions for the Market Price Limits

1.61.1. In this section 1.61:

**Pre-Amended Rules**: Means the WEM Rules as in force immediately before the New WEM Commencement Day.

1.61.2. Notwithstanding clause 2.26.1, the Economic Regulation Authority must complete its first review of the Energy Offer Price Ceiling under clause 2.26.1 by 1 June 2024.

1.61.3. Notwithstanding clause 2.26.2A, the Economic Regulation Authority must complete its first review of the FCESS Offer Price Ceilings under clause 2.26.2A by 1 June 2026.

1.61.4. Notwithstanding clause 2.26.2C, the Economic Regulation Authority must complete its first review of the Energy Offer Price Floor under clause 2.26.2C by 1 June 2025.

1.61.5. For the purposes of section 2.26, the last review of the Minimum STEM Price in accordance with clause 6.20.6 of the Pre-Amended Rules will be taken to be the previous review of the Energy Offer Price Floor until the first review of the Energy Offer Price Floor under clause 2.26.2C has been completed.

1.61.6. Subject to clause 2.26.2V, the Energy Offer Price Ceiling that will apply from the New WEM Commencement Day is deemed to be the value equal to the Alternative Maximum STEM Price under the Pre-Amended Rules immediately prior to the New WEM Commencement Day.

1.61.7. Subject to clause 2.26.2V, the Energy Offer Price Floor that will apply from the New WEM Commencement Day is deemed to be the value equal to the Minimum STEM Price that applied under the Pre-Amending Rules immediately prior to the New WEM Commencement Day.

1.62. Specific Transitional Provisions for Portfolio Assessments

1.62.1. Notwithstanding section 2.16B, the Economic Regulation Authority is not required to:

(a) complete its initial assessment to identify each Portfolio operating in the Wholesale Electricity Market in accordance with clause 2.16B.1 until 1 December 2023; and

(b) complete its initial assessment to identify each Constrained Portfolio in accordance with clause 2.16B.2 until 10 Business Days after the end of the first Rolling Test Window commencing on the New WEM Commencement Day.

2. Administration

Functions and Governance

2.1. [Blank]

2.1A. Australian Energy Market Operator

2.1A.1. BANANAS is conferred functions in respect of the Wholesale Electricity Market under the WEM Regulations and BANANAS Regulations.

2.1A.1A. The function of ensuring that the SWIS operates in a secure and reliable manner for the purposes of the WEM Regulations is conferred on BANANAS.

2.1A.2. The WEM Regulations also provide for the WEM Rules to confer additional functions on BANANAS. The functions conferred on BANANAS are:

(a) to operate the Reserve Capacity Mechanism, the Short Term Energy Market and the Real-Time Market;

(b) to settle such transactions as it is required to under these WEM Rules;

(c) to carry out a Long Term PASA study and to publish the Statement of Opportunities Report;

(d) to do anything that BANANAS determines to be conducive or incidental to the performance of the functions set out in this clause 2.1A.2;

(e) to process applications for participation, and for the registration, de-registration, transfer and Essential System Services accreditation of facilities;

(eA) to procure, schedule and dispatch Essential System Services to meet the Essential System Service Standards;

(eB) to monitor Rule Participants' compliance with the WEM Rules in accordance with clause 2.13.7;

(eC) to trigger and administer the SESSM in accordance with section 3.15A;

(eD) to procure, schedule and dispatch Non-Co-optimised Essential System Services in accordance with these WEM Rules;

(f) to release information required to be released by these WEM Rules;

(g) to publish information required to be published by these WEM Rules;

(h) to develop WEM Procedures, and amendments and replacements for them, where required by these WEM Rules;

(i) to make available copies of the WEM Procedures, as are in force at the relevant time;

(iA) to monitor Rule Participants’ compliance with WEM Rules relating to dispatch and Power System Security and Power System Reliability;

(j) to support:

i. the Economic Regulation Authority's monitoring of other Rule Participants’ compliance with the WEM Rules;

ii. the Economic Regulation Authority's investigation of potential breaches of the WEM Rules (including by reporting potential breaches to the Economic Regulation Authority); and

iii. any enforcement action taken by the Economic Regulation Authority under the Regulations and these WEM Rules;

(k) to support the Economic Regulation Authority in its market surveillance role, including providing any market related information required by the Economic Regulation Authority;

(l) to support the Coordinator and the Economic Regulation Authority in their roles of monitoring market effectiveness, including providing any market related information required by the Coordinator or the Economic Regulation Authority;

(lA) to contribute to the development and improve the effectiveness of the operation and administration of the Wholesale Electricity Market, by:

i. developing Rule Change Proposals;

ii. providing support and assistance to other parties to develop Rule Change Proposals;

iii. providing information to the Coordinator as required to support the Coordinator’s functions under these WEM Rules; and

iv. providing information and assistance to the Coordinator and the Economic Regulation Authority as required to support the reviews they carry out under the WEM Rules;

(lB) to develop and maintain a Congestion Information Resource;

(lC) to establish, maintain and update a DER Register in accordance with clause 3.24;

(lD) to participate in the Technical Rules Committee and provide advice on Technical Rules Change Proposals as required by the Economic Regulation Authority under the Access Code, to provide submissions as part of the public consultation process in respect of Technical Rules Change Proposals and to develop and submit Technical Rules Change Proposals relating to System Operation Functions;

(IE) to support each Network Operator in relation to the standard or technical level of performance in respect of a Technical Requirement applicable to Transmission Connected Generating Systems and perform the associated functions set out in Chapter 3A of these WEM Rules;

(lF) to advise and consult with each Network Operator in respect of BANANAS's System Operation Functions as contemplated under the Technical Rules applicable to their Network;

(lG) to provide information and assistance to the Coordinator relating to the preparation of the Whole of System Plan by the Coordinator;

(lH) to contribute to, provide information and assist with, the development of the Transmission System Plan in accordance with section 4.5B;

(lI) to support the Coordinator's role, and to facilitate and implement decisions by the Coordinator and the Minister regarding the evolution and development of the Wholesale Electricity Market and the WEM Rules, and the management of Power System Security and Power System Reliability in the SWIS; and

(m) to carry out any other functions conferred, and perform any obligations imposed, on it under these WEM Rules.

2.1A.3. BANANAS may delegate any of its functions under the WEM Rules (other than the power to do the things indicated as not able to be delegated in the WEM Regulations) to a Delegate. A function performed by a Delegate is to be taken to be performed by BANANAS. A Delegate performing a function under this clause 2.1A.3 is to be taken to do so in accordance with the terms of the delegation unless the contrary is shown. Nothing in this clause 2.1A.3 limits the ability of BANANAS to perform a function through an officer, employee or agent.

2.1A.4. Where BANANAS appoints a Delegate, BANANAS must publish on the WEM Website information as to:

(a) the appointment of the Delegate;

(b) the identity of the Delegate; and

(c) the scope of the delegation, including, without limitation, the activities in relation to which the delegation applies.

2.1A.5. Where BANANAS appoints a Delegate:

(a) BANANAS may notify a Market Participant of the scope of the delegation and require that the communications from the Market Participant to BANANAS are made through the Delegate; and

(b) a Market Participant must ensure that any communications from the Market Participant to BANANAS under these WEM Rules within the scope of the delegation are made through the Delegate to the extent notified to the Market Participant by BANANAS.

2.1A.6. A Delegate must carry out the relevant function, and other rights and obligations, in respect of which it has been appointed by BANANAS, in accordance with the provisions of these WEM Rules, the WEM Procedures, and the instrument of delegation.

2.1A.7. A Delegate is a "market governance participant" for the purposes of section 126 of the Electricity Industry Act to the extent that it performs a function conferred on it under clause 2.1A.3.

2.1A.8. Notwithstanding that BANANAS may have appointed a Delegate, BANANAS remains liable under these WEM Rules for the performance of any function conferred on the Delegate under clause 2.1A.3.

2.2. [Blank]

2.2A. The Economic Regulation Authority

2.2A.1. The following functions are conferred on the Economic Regulation Authority under these WEM Rules:

(a) to monitor other Rule Participants’ compliance with these WEM Rules, to investigate potential breaches of these WEM Rules, and if thought appropriate, initiate enforcement action under the Regulations and these WEM Rules;

(b) [Blank]

(bA) [Blank]

(bB) to contribute to the development and improve the effectiveness of the operation and administration of the Wholesale Electricity Market and these WEM Rules, by developing Rule Change Proposals;

(bC) to support the Coordinator's role, and to facilitate and implement decisions by the Coordinator and the Minister regarding the evolution and development of the Wholesale Electricity Market and the WEM Rules;

(c) to carry out any other functions conferred, and perform any obligations imposed, on it under these WEM Rules; and

(d) to do anything that the Economic Regulation Authority determines to be conducive or incidental to the performance of the functions set out in this clause 2.2A.1.

2.2B. [Blank]

2.2C. Network Operators

2.2C.1. The WEM Regulations provide for the WEM Rules to confer functions on registered participants of a specified class. The functions conferred on each Network Operator are to:

(a) calculate and provide Loss Factors to BANANAS;

(b) provide Limit Advice to BANANAS;

(bA) provide information and assistance to the Coordinator relating to the preparation of the Whole of System Plan by the Coordinator;

(bB) procure Non-Co-optimised Essential System Services in accordance with sections 3.11A and 3.11B;

(bC) develop and publish a Transmission System Plan in accordance with section 4.5B;

(bD) to facilitate and support the Coordinator's role under clause 2.2D.1(h), and to prepare for and enable the evolution and development of the Wholesale Electricity Market and the WEM Rules;

(c) develop WEM Procedures, and amendments to and replacements for them, as required by these WEM Rules;

(cA) perform the functions in relation to the standard or technical level of performance in respect of a Technical Requirement applicable to Transmission Connected Generating Systems electrically connected to the Network that the Network Operator operates as set out in Chapter 3A and Appendix 12 of these WEM Rules;

(d) do anything that the Network Operator determines to be conducive or incidental to the performance of the functions set out in this clause 2.2C.1; and

(e) carry out any other functions conferred, and perform any other obligations imposed, on Network Operators under these WEM Rules.

2.2D. Coordinator of Energy

2.2D.1. The WEM Regulations provide for the WEM Rules to confer functions on the Coordinator. The functions conferred on the Coordinator are to:

(a) carry out the tasks necessary to establish the dispute resolution mechanism contained in section 1.42 including but not limited to the appointment of arbitrators and establishment of any expert panels;

(b) provide any administrative services deemed necessary by the Coordinator to facilitate the referral of disputes to an arbitrator in accordance with section 1.42;

(c) develop WEM Procedures, and amendments to and replacements for them, as required by these WEM Rules;

(d) do anything that the Coordinator determines to be conducive or incidental to the performance of the functions set out in this clause 2.2D.1;

(e) develop and publish a Whole of System Plan in accordance with section 4.5A;

(f) administer these WEM Rules;

(g) develop amendments to these WEM Rules and replacements for them;

(h) consider and, in consultation with the Market Advisory Committee, progress the evolution and development of the Wholesale Electricity Market and these WEM Rules;

(i) provide MAC Secretariat services to the Market Advisory Committee and support its independent Chair;

(iA) trigger the procurement of Non-Co-optimised Essential System Services in accordance with section 3.11A;

(iB) to perform any obligations imposed on the Coordinator under section 4.5B;

(j) undertake reviews and consultation as required under these WEM Rules; and

(k) carry out any other functions conferred, and perform any other obligations imposed, on the Coordinator under these WEM Rules.

2.3. The Market Advisory Committee

2.3.1. The Market Advisory Committee is a committee of industry representatives convened by the Coordinator:

(a) to advise the Coordinator regarding Rule Change Proposals;

(b) to advise BANANAS, the Economic Regulation Authority, the Coordinator and Network Operators regarding Procedure Change Proposals;

(c) to advise the Coordinator, BANANAS and the Economic Regulation Authority on the development of Rule Change Proposals where requested by the Coordinator, BANANAS or the Economic Regulation Authority in accordance with clauses 2.5.1A or 2.5.1B or 2.5.1C;

(d) to advise the Coordinator regarding matters concerning, and the Coordinator’s plans for, the evolution and development of the Wholesale Electricity Market and these WEM Rules; and

(e) to provide assistance to the Coordinator in its monitoring role under clauses 2.16.13A and 2.16.13B.

2.3.1A. The Market Advisory Committee is a non-voting committee.

2.3.1B. The Market Advisory Committee must endeavour where practicable to reach a consensus position on any issue before it.

2.3.1C. If, after allowing a reasonable time for discussion, the independent Chair of the Market Advisory Committee determines that a consensus position either will not be achieved, or is unlikely to be achieved within a time which is reasonable in the circumstances, then the independent Chair must provide advice to the Coordinator which reflects any majority view and which includes or is accompanied by the dissenting views.

2.3.2. The Coordinator must develop and publish a constitution for the Market Advisory Committee detailing matters including:

(a) the process for convening the Market Advisory Committee;

(b) the terms of reference of the Market Advisory Committee;

(c) the membership terms of Market Advisory Committee members;

(d) the process for appointing and replacing Market Advisory Committee members by the Coordinator;

(e) the conduct of Market Advisory Committee meetings;

(f) the role of the MAC Secretariat in respect of the Market Advisory Committee;

(g) the interaction between the Market Advisory Committee and the Coordinator, BANANAS, the Economic Regulation Authority and Network Operators;

(h) the ability of the Market Advisory Committee to delegate any of the roles described in clause 2.3.1 to a Working Group; and

(i) the governance arrangements to apply between the Market Advisory Committee and any Working Groups where the Market Advisory Committee delegates any of the roles described in clause 2.3.1 to a Working Group.

2.3.3. The constitution of the Market Advisory Committee must be consistent with the WEM Rules.

2.3.4. The Coordinator must invite public submissions when developing or amending the constitution of the Market Advisory Committee.

2.3.5. Subject to clause 2.3.13, the Market Advisory Committee must comprise:

(a) at least six and not more than eight members representing Market Participants, excluding Synergy;

(b) at least one member and not more than two representing Contestable Customers;

(c) at least one and not more than two members representing Network Operators, of whom one must represent Western Power;

(d) [Blank]

(e) at least two independent members nominated by the Minister to represent small-use consumers;

(f) [Blank]

(g) two members representing BANANAS;

(h) one member representing Synergy; and

(i) an independent Chair, to be appointed by the Minister under clause 2.3.8A.

2.3.5A. Subject to clause 2.3.13, when appointing or removing members of the Market Advisory Committee of the class described in clause 2.3.5(a), the Coordinator must use its reasonable endeavours to ensure equal representation of Market Participants that:

(a) own, control or operate an Energy Producing System or Energy Producing Systems in the South West Interconnected System; and

(b) sell electricity to customers in the South West Interconnected System.

2.3.5B. The same organisation cannot be represented by more than one member on the Market Advisory Committee simultaneously (other than the 2 members representing BANANAS under clause 2.3.5(g)).

2.3.5C. Candidates for appointment under clause 2.3.5(c), (g) and (h) must be proposed to the Coordinator by Western Power, BANANAS and Synergy respectively.

2.3.6. The Minister may appoint a representative to attend Market Advisory Committee meetings as an observer.

2.3.7. The Economic Regulation Authority may appoint a representative to attend Market Advisory Committee meetings as an observer.

2.3.7A. The Coordinator or the independent Chair of the Market Advisory Committee may invite a person to attend Market Advisory Committee meetings as an observer, either for a specified meeting or meetings or until further notice.

2.3.8. The Coordinator may appoint and remove members of the Market Advisory Committee in consultation with the independent Chair.

2.3.8A. The Minister must appoint an independent Chair of the Market Advisory Committee, who in the opinion of the Minister:

(a) is free from any business or other relationship that could materially interfere with the independent exercise of the independent Chair’s judgment; and

(b) has the skills and experience necessary to carry out the responsibilities and functions of the independent Chair of the Market Advisory Committee.

2.3.8B. Each independent Chair of the Market Advisory Committee will be appointed for a term of three years, with the possibility of one three-year extension.

2.3.8C. The Minister may remove an independent Chair of the Market Advisory Committee at any time in the following circumstances:

(a) the person becomes an undischarged bankrupt; or

(b) the person becomes of unsound mind or his or her estate is liable to be dealt with in any way under law relating to mental health;

(c) an event specified in the independent Chair terms of engagement; or

(d) in the Minister’s opinion the person no longer adequately meets the criteria in clause 2.3.8A.

2.3.8D. The Minister may appoint an interim Chair of the Market Advisory Committee in the event that the independent Chair becomes temporarily unavailable or the position is otherwise vacant for any reason. The interim Chair may be appointed for an initial term of up to six months and may be reappointed for further six months. The interim Chair must meet, so far as is practicable, the criteria in clause 2.3.8A.

2.3.8E. The Coordinator may appoint an interim member representing small-use consumers if both positions under clause 2.3.5(e) are vacant for any reason.

2.3.9. The Coordinator must annually review the composition of the Market Advisory Committee in consultation with the independent Chair of the Market Advisory Committee and may remove and appoint members following the review.

2.3.10. When appointing and removing members of the Market Advisory Committee, the Coordinator must consult with the independent Chair of the Market Advisory Committee, and (except in the case of candidates for appointment under clause 2.3.5(c), (g) and (h), to whom clause 2.3.5C applies) take nominations from Rule Participants and industry groups, that it considers relevant to the Wholesale Electricity Market, and, if practicable, must choose members from persons nominated.

2.3.11. The Coordinator may remove a member of the Market Advisory Committee at any time in the following circumstances:

(a) the person becomes an undischarged bankrupt;

(b) the person becomes of unsound mind or his or her estate is liable to be dealt with in any way under law relating to mental health; or

(c) an event specified for this purpose in the constitution for the Market Advisory Committee occurs; or

(d) in the Coordinator’s opinion the person no longer adequately represents the person or class of persons that they were appointed to represent in accordance with clause 2.3.5.

2.3.12. A member of the Market Advisory Committee may resign by giving notice to the Coordinator in writing.

2.3.13. Where a position on the Market Advisory Committee is vacant at any time, the Coordinator must use its reasonable endeavours to appoint a person to fill the position, but the Market Advisory Committee may continue to perform its functions under this clause 2.3 despite any vacancy.

2.3.14. [Blank]

2.3.15. The independent Chair must convene the Market Advisory Committee:

(a) on any occasion where these WEM Rules require a meeting to discuss a Rule Change Proposal;

(aA) on any occasion where these WEM Rules require a meeting to discuss a Procedure Change Proposal;

(b) [Blank];

(c) on any occasion when two or more members of the Market Advisory Committee have informed the independent Chair in writing that they wish to bring a matter regarding the evolution or the development of the Wholesale Electricity Market or these WEM Rules before the Market Advisory Committee for discussion; and

(d) on any occasion the Coordinator has informed the independent Chair that she or he wishes to bring a matter regarding the evolution or the development of the Wholesale Electricity Market or these WEM Rules before the Market Advisory Committee for discussion.

2.3.16. Subject to her or his obligations of confidentiality under these Rules and otherwise, the Coordinator must use reasonable endeavours to provide the Market Advisory Committee any information in the Coordinator’s possession obtained in the course of performing a function under these WEM Rules that is pertinent to the issues being addressed by the Market Advisory Committee.

2.3.17. The Market Advisory Committee may:

(a) establish one or more Working Groups comprising Representatives of Rule Participants and other interested persons, to assist the Market Advisory Committee in advising the Coordinator, Economic Regulation Authority, BANANAS and Network Operators on any of the matters listed in clause 2.3.1 of these WEM Rules; and

(b) disband any Working Groups where it considers that the Working Group is no longer required, or will no longer be required, to assist the Market Advisory Committee in advising the Coordinator, Economic Regulation Authority and BANANAS on any of the matters listed in clause 2.3.1 of these WEM Rules.

Market Documents

2.4. WEM Rules made by the Coordinator

2.4.1. The Coordinator:

(a) is responsible for maintaining and publishing the WEM Rules;

(b) is responsible for ensuring the development of amendments of, and replacements for, the WEM Rules; and

(c) may make amending rules (as defined in the Regulations) (“**Amending Rules**”) in accordance with this Chapter.

2.4.2. The Coordinator must not make Amending Rules unless it is satisfied that the WEM Rules, as proposed to be amended or replaced, are consistent with the Wholesale Market Objectives.

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| **Explanatory Note**  The proposed new Amending Rules – clauses 2.4.3(f), 2.4.3B, 2.4.3C, 2.4.3D and 2.4.3E – enable the Coordinator to seek technical or engineering advice or information from Western Power and BANANAS when a Rule Change Proposal relates to amending a WEM Technical Standard. This additional step ensures that when standards relating to Power System Security and Reliability are proposed to be modified, proper engineering advice is provided by the two primary entities responsible for system security and reliability. The Coordinator retains the discretion to request technical advice at any time throughout the Standard Rule Change Process. |

2.4.3. In deciding whether to make Amending Rules, the Coordinator must have regard to the following:

(a) any applicable statement of policy principles given to the Coordinator under clause 2.5.2;

(aA) any advice provided by the Market Advisory Committee regarding the evolution or the development of the Wholesale Electricity Market or these WEM Rules;

(b) the practicality and cost of implementing the Rule Change Proposal;

(c) the views expressed in any submissions on the Rule Change Proposal;

(d) any advice by the Market Advisory Committee where the Market Advisory Committee met to consider the Rule Change Proposal;

(dA) whether the advice from the Market Advisory Committee provided under clause 2.4.3(d) reflects a consensus view or a majority view, and, if the latter, any dissenting views included in or accompanying the advice and how these views have been taken into account by the Coordinator;

(e) any technical studies that the Coordinator considers are necessary to assist in assessing the Rule Change Proposal; and

(f) any advice or information provided by BANANAS or a Network Operator under clause 2.4.3C.

2.4.3A. Without limiting clause 2.4.3, in deciding whether or not to make Amending Rules, the Coordinator may seek information or advice, and the Coordinator may have regard to that information or advice, from any person that the Coordinator considers is appropriate to assist it in assessing the relevant Rule Change Proposal.

2.4.3B. If the Coordinator considers that making Amending Rules will directly or indirectly affect a WEM Technical Standard, the Coordinator must request advice, which may include a request to provide information, from BANANAS and each Network Operator that the Coordinator considers will be affected by the relevant Amending Rules to assist the Coordinator in assessing the relevant Rule Change Proposal. The following applies to a request:

(a) the Coordinator must consult with each recipient of the request, on the requirements in the request and the timeframes for responding to the request; and

(b) the Coordinator may, at her or his discretion, require each recipient of the request to provide the advice jointly or independently.

2.4.3C. Subject to clause 2.4.3D, each recipient of a request under clause 2.4.3B must provide the advice or information requested by the Coordinator under clause 2.4.3B in accordance with the timeframes and any other requirements specified in the request.

2.4.3D. If a recipient of a request under clause 2.4.3B requires a longer timeframe to provide the advice or information requested by the Coordinator under clause 2.4.3B, the recipient:

(a) may seek an extension to the timeframe from the Coordinator; and

(b) must outline the reasons for seeking the extension.

2.4.3E. The Coordinator may, in her or his sole discretion, approve or decline a request for an extension of time made under clause 2.4.3D.

2.4.4. The Coordinator must maintain on the Coordinator's Website a Rule Change Proposal form which must include:

(a) contact details for proposing rule changes; and

(b) information that must be provided in proposing a change, including:

i. the name of the person submitting the Rule Change Proposal, and where relevant, details of the organisation that person represents;

ii. the issue to be addressed;

iii. the degree of urgency of the proposed change;

iv. any proposed specific changes to particular rules;

v. a description of how the rule change would allow the WEM Rules to better address the Wholesale Market Objectives; and

vi. any identifiable costs and benefits of the change.

2.4A. WEM Rules made by the Minister

2.4A.1. This section 2.4A applies from 21 September 2019 until 1 July 2021, being the date on which the Minister's power to make Amending Rules under regulation 7(5) of the WEM Regulations ends.

2.4A.2. Despite anything in these WEM Rules, the Minister may develop and make Amending Rules in accordance with regulation 7(5) of the WEM Regulations.

2.5. Rule Change Proposals

2.5.1. Any person may make a Rule Change Proposal by completing a Rule Change Proposal form and submitting it to the Coordinator.

2.5.1A. BANANAS must, before commencing the development of a Rule Change Proposal or providing material support or assistance to another party to develop a Rule Change Proposal, consult with the Market Advisory Committee on:

(a) the matters to be addressed by the Rule Change Proposal and if applicable the nature and scope of the support or assistance requested by the other party;

(b) what options exist to resolve the matters to be addressed by the Rule Change Proposal;

(c) BANANAS’s estimated costs of developing the Rule Change Proposal or providing the support or assistance requested by the other party;

(d) whether and when BANANAS should develop the Rule Change Proposal or if BANANAS should provide the support or assistance requested by the other party; and

(e) whether and how the Market Advisory Committee will be consulted during the development of the Rule Change Proposal,

and take into account any advice, comments or objections provided by any member or observer of the Market Advisory Committee in deciding whether, when and how to develop the Rule Change Proposal or provide material support or assistance to another party to develop the Rule Change Proposal.

2.5.1B. The Economic Regulation Authority must, before commencing the development of a Rule Change Proposal or providing material support or assistance to another party to develop a Rule Change Proposal, consult with the Market Advisory Committee on:

(a) the matters to be addressed by the Rule Change Proposal and if applicable the nature and scope of the support or assistance requested by the other party;

(b) what options exist to resolve the matters to be addressed by the Rule Change Proposal;

(c) the Economic Regulation Authority’s estimated costs of developing the Rule Change Proposal or providing the support or assistance requested by the other party;

(d) whether and when the Economic Regulation Authority should develop the Rule Change Proposal or if the Economic Regulation Authority should provide the support or assistance requested by the other party; and

(e) whether and how the Market Advisory Committee will be consulted during the development of the Rule Change Proposal,

and take into account any advice, comments or objections provided by any member or observer of the Market Advisory Committee in deciding whether, when and how to develop the Rule Change Proposal or provide material support or assistance to another party to develop the Rule Change Proposal.

2.5.1C. The Coordinator must, before commencing the development of a Rule Change Proposal or providing material support or assistance to another party to develop a Rule Change Proposal, consult with the Market Advisory Committee on:

(a) the matters to be addressed by the Rule Change Proposal and if applicable the nature and scope of the support or assistance requested by the other party;

(b) what options exist to resolve the matters to be addressed by the Rule Change Proposal;

(c) the Coordinator’s estimated costs to be recovered through Coordinator Fees of developing the Rule Change Proposal or providing the support or assistance requested by the other party;

(d) whether and when the Coordinator should develop the Rule Change Proposal or if the Coordinator should provide the support or assistance requested by the other party; and

(e) whether and how the Market Advisory Committee will be consulted during the development of the Rule Change Proposal,

and take into account any advice, comments or objections provided by any member or observer of the Market Advisory Committee in deciding whether, when and how to develop the Rule Change Proposal or provide material support or assistance to another party to develop the Rule Change Proposal.

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| **Explanatory Note**  Clause 2.5.1D sets out new requirements for consultation where BANANAS or a Network Operator wish to make a Rule Change Proposal that affects a WEM Technical Standard. See also new clause 2.8.14. |

2.5.1D. Where BANANAS or a Network Operator wishes to make a Rule Change Proposal that may directly or indirectly affect a WEM Technical Standard, then, without limiting any other requirements applying to a Rule Change Proposal in these WEM Rules or a WEM Procedure, BANANAS or the Network Operator must, before making the Rule Change Proposal:

(a) where BANANAS wishes to make a Rule Change Proposal, BANANAS must consult in good faith with each Network Operator that may be directly or indirectly affected by the relevant proposed Amending Rules; and

(b) where a Network Operator wishes to make a Rule Change Proposal, the Network Operator must consult in good faith with BANANAS and each other Network Operator that may be directly or indirectly affected by the relevant proposed Amending Rules.

2.5.2. The Minister may issue a statement of policy principles to the Coordinator with respect to the development of the market. The statement of policy principles must not be inconsistent with the Wholesale Market Objectives. Before giving a statement of policy principles, the Minister may provide a draft of the proposed statement to the Market Advisory Committee and seek the Market Advisory Committee’s views on it.

2.5.3. The Coordinator must have regard to any statement of policy principles given by the Minister in making Amending Rules in accordance with this Chapter.

2.5.3A. The Coordinator must have regard to any advice received from the Market Advisory Committee regarding the evolution or the development of the Wholesale Electricity Market or these WEM Rules.

2.5.3B. The independent Chair of the Market Advisory Committee may develop and submit Rule Change Proposals based on advice received from the Market Advisory Committee regarding the development of the Wholesale Electricity Market or these WEM Rules.

2.5.4. Where the Coordinator considers that a change to the WEM Rules is required, the Coordinator may develop a Rule Change Proposal and must publish it in accordance with clause 2.5.7.

2.5.5. Where necessary, the Coordinator may contact the person submitting a Rule Change Proposal and request clarification of any aspect of the Rule Change Proposal. Any clarification received is to be deemed to be part of the Rule Change Proposal.

2.5.6. Within five Business Days of the later of:

(a) receiving the Rule Change Proposal; and

(b) any clarification under clause 2.5.5,

the Coordinator must:

(c) decide whether to progress the Rule Change Proposal any further; and

(d) notify the person who submitted the Rule Change Proposal whether the Coordinator will progress the Rule Change Proposal any further.

2.5.7. When it has developed a Rule Change Proposal, or within seven Business Days of receiving a Rule Change Proposal under clause 2.5.1, the Coordinator must publish notice of the Rule Change Proposal on the Coordinator's Website. The notice must include:

(a) the date that the Rule Change Proposal was submitted, if applicable;

(b) the name, and where relevant, the organisation, of the person who made the Rule Change Proposal;

(c) details of the Rule Change Proposal, including relevant references to clauses of the WEM Rules and any proposed specific changes to those clauses;

(d) the description of how the rule change would allow the WEM Rules to better address the Wholesale Market Objectives given by the person submitting the proposed rule change;

(e) whether the Rule Change Proposal will be progressed and the reason why the Rule Change Proposal will or will not be progressed; and

(f) if the Rule Change Proposal will be progressed further:

i. whether the Rule Change Proposal is to be subject to the Fast Track Rule Change Process in accordance with clause 2.5.9 and the reasons for this decision;

ii. if the Rule Change Proposal is subject to the Fast Track Rule Change process, and the Rule Change Proposal did not include proposed specific changes to clauses, the Coordinator’s proposed Amending Rules to implement the Rule Change Proposal; and

iii. if the Rule Change is not subject to the Fast Track Rule Change process, a call for submissions in relation to the Rule Change Proposal. The due date for submissions must be:

1. 30 Business Days after the notification; or

2. if a longer timeframe is determined in accordance with clause 2.5.10, at a time that is consistent with that timeframe.

2.5.8. Where a Rule Change Proposal that will be progressed relates to a Protected Provision the Coordinator must notify the Minister at the same time as it gives the notice described in clause 2.5.7.

2.5.8A. A decision by the Coordinator to accept a Rule Change Proposal (in proposed or modified form), which was initiated by the Coordinator, does not take effect until it receives the Minister’s approval.

2.5.9. The Coordinator may subject a Rule Change Proposal to the Fast Track Rule Change Process if, in her or his opinion, the Rule Change Proposal:

(a) is of a minor or procedural nature; or

(b) is required to correct a manifest error; or

(c) is urgently required and is essential for either:

i. the safe operation; or

ii. the effective operation; or

iii. the reliable operation,

of the market or the SWIS.

2.5.10. Subject to clause 2.5.12, the Coordinator may at any time after deciding to progress a Rule Change Proposal decide to extend the normal timeframe for processing Rule Change Proposals. If the Coordinator decides to do so, then she or he may modify the times and time periods under sections 2.6, 2.7 or 2.8 in respect of the Rule Change Proposal and publish details of the modified times and time periods.

2.5.11. If a Rule Change Proposal was subject to the Fast Track Rule Change Process, and the Coordinator decides to extend the timeframe, she or he must either:

(a) extend the timeframe by no more than 15 Business Days; or

(b) reclassify the Rule Change Proposal as not being subject to the Fast Track Rule Change Process, and must progress it in accordance with section 2.7.

2.5.12. The Coordinator must publish a notice of an extension determined in accordance with clause 2.5.10, and must update any information already published in accordance with clause 2.5.7(f).

2.5.13. A notice of extension must include:

(a) the reasons for the proposed extension;

(b) the views of any Rule Participants consulted on the extension;

(c) the proposed length of any extension; and

(d) the proposed work program.

2.5.14. A Rule Change Proposal that the Coordinator decides is subject to the Fast Track Rule Change Process is to be progressed in accordance with section 2.6, and section 2.7 does not apply.

2.5.15. A Rule Change Proposal that the Coordinator decides is not subject to the Fast Track Rule Change Process is to be progressed in accordance with section 2.7, and section 2.6 does not apply.

2.6. Fast Track Rule Change Process

2.6.1. Within five Business Days of publishing the notice referred to in clause 2.5.7, the Coordinator must notify those Rule Participants or members of the Market Advisory Committee that she or he considers have an interest in the Rule Change Proposal of her or his intention to consult with them concerning the Rule Change Proposal.

2.6.2. Within five Business Days of publishing the notice referred to in clause 2.5.7, a Rule Participant may notify the Coordinator that they wish to be consulted concerning the Rule Change Proposal.

2.6.3. Within 15 Business Days of publishing the notice referred to in clause 2.5.7, the Coordinator must have completed such consultation as the Coordinator considers appropriate in the circumstances with the Rule Participants described in clauses 2.6.1 and 2.6.2.

2.6.3A. Within 20 Business Days of publishing the notice referred to in clause 2.5.7, the Coordinator must:

(a) decide whether to:

i. accept the Rule Change Proposal in the proposed form; or

ii. accept the Rule Change Proposal in a modified form; or

iii. reject the Rule Change Proposal; and

(b) prepare and publish a Final Rule Change Report on the Rule Change Proposal.

2.6.4. The Final Rule Change Report must contain:

(a) the information in the notice of the Rule Change Proposal under clause 2.5.7;

(b) any analysis of the Rule Change Proposal that the Coordinator has carried out;

(c) the identities of Rule Participants that were consulted;

(d) information on any objections expressed by the Rule Participants consulted, and the Coordinator’s response to the objections;

(e) the Coordinator’s assessment of the Rule Change Proposal in light of clauses 2.4.2 and 2.4.3;

(f) the decision made by the Coordinator under clause 2.6.3A(a) on the Rule Change Proposal;

(g) the Coordinator’s reasons for the decision; and

(h) if the Coordinator decides to make Amending Rules arising from the Rule Change Proposal:

i. the wording of the Amending Rules; and

ii. the proposed date and time that the Amending Rules will commence.

2.7. Standard Rule Change Process

2.7.1. Any person may make a submission to the Coordinator relating to a Rule Change Proposal within the time frame specified under clause 2.5.7(f)(iii).

2.7.2. Subject to its obligations of confidentiality under these WEM Rules and otherwise, the Coordinator must release to the public all information submitted under clause 2.7.1.

2.7.3. The Coordinator may hold public forums or workshops concerning a Rule Change Proposal.

2.7.4. Within one Business Day after the publication of a notice of a Rule Change Proposal in accordance with clause 2.5.7, the Coordinator must notify the members and observers of the Market Advisory Committee as to whether the Coordinator considers the Rule Change Proposal requires convening a meeting of the Market Advisory Committee and the reasons why.

2.7.5. The independent Chair of the Market Advisory Committee must convene a meeting of the Market Advisory Committee concerning a Rule Change Proposal before the due date for submissions in relation to the Rule Change Proposal if:

(a) the independent Chair or the Coordinator considers that advice on the Rule Change Proposal is required from the Market Advisory Committee; or

(b) two or more members of the Market Advisory Committee have informed the independent Chair in writing that they consider that advice on the Rule Change Proposal is required from the Market Advisory Committee.

2.7.6. Within 20 Business Days following the close of submissions, the Coordinator must:

(a) prepare and publish a Draft Rule Change Report on the Rule Change Proposal; and

(b) publish a deadline for further submissions in relation to the Rule Change Proposal, where that deadline must be at least 20 Business Days after the date the deadline is published.

2.7.7. The Draft Rule Change Report must contain:

(a) the information in the notice of the Rule Change Proposal under clause 2.5.7;

(b) all submissions received before the due date for submissions, a summary of those submissions, and the Coordinator’s response to issues raised in those submissions (and the report may in the Coordinator’s discretion contain any or all of this material in respect of a submission received after the due date);

(c) a summary of any public forums or workshops held;

(cA) a summary of any advice provided by BANANAS or a Network Operator under clause 2.4.3C, and reasons if the Coordinator does not propose to follow partially or fully the advice;

(d) a summary of the views expressed by the members of the Market Advisory Committee where the Market Advisory Committee met to consider the Rule Change Proposal and, if the Market Advisory Committee has delegated its role to consider the Rule Change Proposal to a Working Group under clause 2.3.17(a), a summary of the views expressed by that Working Group;

(dA) reasons if the Coordinator does not propose to follow partially or fully the advice received from the Market Advisory Committee;

(e) the Coordinator’s assessment of the Rule Change Proposal in light of clauses 2.4.2 and 2.4.3;

(f) a proposal as to whether the Rule Change Proposal should be accepted in the form proposed. The proposal may be that:

i. the Rule Change Proposal be accepted in the proposed form; or

ii. the Rule Change Proposal be accepted in a modified form; or

iii. the Rule Change Proposal be rejected; and

(g) if the Coordinator proposes to make Amending Rules arising from the Rule Change Proposal:

i. the wording of the proposed Amending Rules; and

ii. a proposed date and time the proposed Amending Rules will commence.

2.7.7A. Within 20 Business Days of the deadline specified under clause 2.7.6(b), the Coordinator must:

(a) decide whether to:

i. accept the Rule Change Proposal in the proposed form; or

ii. accept the Rule Change Proposal in a modified form; or

iii. reject the Rule Change Proposal; and

(b) prepare and publish a Final Rule Change Report on the Rule Change Proposal.

2.7.8. The Final Rule Change Report must contain:

(a) the information in the Draft Rule Change Report;

(b) all submissions received before the deadline for submissions specified in relation to the relevant Draft Rule Change Report under clause 2.7.6(b), a summary of those submissions, and the Coordinator’s response to the issues raised in those submissions (and the report may in the Coordinator’s discretion contain any or all of this material in respect of a submission received after the deadline);

(bA) reasons if the Coordinator has decided not to follow partially or fully the advice received from the Market Advisory Committee;

(bB) reasons if the Coordinator has decided not to follow partially or fully any advice provided by BANANAS or a Network Operator under clause 2.4.3C;

(c) any further analysis or modification to the Rule Change Proposal;

(d) the Coordinator’s assessment of the Rule Change Proposal in light of clauses 2.4.2 and 2.4.3;

(e) the decision made by the Coordinator under clause 2.7.7A(a) on the Rule Change Proposal;

(f) the Coordinator’s reasons for the decision; and

(g) if the Coordinator decides to make Amending Rules arising from the Rule Change Proposal:

i. the wording of the Amending Rules; and

ii. the proposed date and time that the Amending Rules will commence.

2.8. Review of Coordinator Rule Amendment Decisions, Ministerial Approval and Coming into Force of Rule Amendments

2.8.1. A Rule Participant may apply to the Electricity Review Board for a Procedural Review of a decision by the Coordinator contemplated by clause 2.5.6(c), 2.5.9, 2.6.3A(a) or 2.7.7A(a) within the time specified in regulation 44 of the WEM Regulations, on the grounds that the Coordinator has not followed the rule change process set out in sections 2.5, 2.6 and 2.7.

2.8.2. Following an application for a Procedural Review under clause 2.8.1, if the Electricity Review Board finds that the Coordinator has not followed the rule change process set out in sections 2.5, 2.6 and 2.7 the Electricity Review Board may set aside the Coordinator’s decision and direct the Coordinator to reconsider the relevant Rule Change Proposal in accordance with the process set out in sections 2.5, 2.6 and 2.7.

2.8.3. The Coordinator must submit a Rule Change Proposal, together with the Final Rule Change Report, to the Minister for approval where Amending Rules in the Final Rule Change Report:

(a) amend or replace a Protected Provision, or, in the Coordinator’s opinion, would have the effect of changing the meaning or effect of one or more Protected Provisions; or

(b) are subject to the requirements in clause 2.5.8A.

2.8.4. Subject to clause 2.8.6, the Minister must consider the Rule Change Proposal within 20 Business Days and decide whether the WEM Rules, as amended or replaced by the proposed Amending Rules, are consistent with the Wholesale Market Objectives.

2.8.5. Where a Rule Change Proposal is submitted under clause 2.8.3, the Minister may:

(a) approve the proposed Amending Rules;

(b) not approve the proposed Amending Rules; or

(c) send back to the Coordinator the proposed Amending Rules with any revisions the Minister considers are required to ensure the WEM Rules, as amended or replaced by the proposed Amending Rules, are consistent with the Wholesale Market Objectives.

2.8.6. The Minister may extend the time for a decision on a Rule Change Proposal under clause 2.8.4 by a further period of up to 20 Business Days by notice to the Coordinator. The Minister may extend the time for a decision in respect of a Rule Change Proposal more than once.

2.8.7. The Coordinator must publish notice of any extension under clause 2.8.6 on the Coordinator’s Website.

2.8.8. Where the Minister does not make a decision by the original date determined in accordance with clause 2.8.4, or by an extended date determined in accordance with clause 2.8.6, as applicable, then the proposed Amending Rules will be taken to have been approved by the Minister.

2.8.9. Where the Minister does not approve the proposed Amending Rules or sends proposed Amending Rules back to the Coordinator under clause 2.8.5(c), the Minister must give reasons, and the Coordinator must publish a notice of the Minister’s decision and the reasons given by the Minister.

2.8.10. Where the Minister sends proposed Amending Rules back to the Coordinator in accordance with clause 2.8.5(c), the Coordinator must:

(a) publish the revised Amending Rules and call for submissions on the revised Amending Rules within 15 Business Days of publication; and

(b) provide a revised Final Rule Change Report, including any submissions received on the Minister’s revised Amending Rules to the Minister within 25 Business Days of the close of the consultation period and clauses 2.8.4 to this clause 2.8.10 apply to the revised Final Rule Change Report.

2.8.11. Amending Rules are made:

(a) for Rule Change Proposals to which clause 2.8.3 applies, when the Minister has either approved, or is taken by clause 2.8.8 to have approved, the Amending Rules; and

(b) for Rule Change Proposals to which clause 2.8.3 does not apply, when the Coordinator has decided to make the Amending Rules as notified under clause 2.6.3A(b) or clause 2.7.7A(b).

2.8.12. Subject to clause 2.8.2, Amending Rules commence at the time and date determined by the Coordinator. The Coordinator must publish notice of the time and date Amending Rules commence.

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| **Explanatory Note**  The list of Protected Provisions has been updated to only include clauses that contain responsibilities for, or functions of, the Coordinator or Minister for Energy.  This ensures that the purpose of the Protected Provisions remain consistent with their original intent – to ensure that where there is a potential conflict of interest there is Ministerial oversight of the decision being made – in the context of the current WEM governance arrangements. |

2.8.13. The following clauses are Protected Provisions:

(a) clauses 1.1.1, 1.1.2, 1.2.1, 1.4.1, 1.4.2, 1.6.2, 1.7.3A, 1.8.1, 1.8.3, 1.8.4, 1.28.1 to 1.28.3, 1.28.5, 1.28.6, 1.42.2, 1.42.3, 1.42.5 to 1.42.7, 1.42.9, 1.42.10, 1.42.28, 1.43A.2, 1.43A.4 to 1.43A.6;

(b) clauses 2.2D.1, 2.3.1, 2.3.2 to 2.3.5A, 2.3.6, 2.3.7A to 2.3.11, 2.3.13, 2.3.16, 2.4.1 to 2.4.4, 2.5.1C, 2.5.2 to 2.5.3A, 2.5.4 to 2.5.15, 2.6.1, 2.6.3, 2.6.4, 2.7.2 to 2.7.4, 2.7.6 to 2.7.8, 2.8.1 to 2.8.14, 2.9.2CB, 2.9.2F, 2.9.4, 2.9.5, 2.9.7C, 2.10.1, 2.10.2A, 2.10.3, 2.10.5E, 2.10.7, 2.10.10, 2.10.12E, 2.10.13, 2.10.17 to 2.10.20, 2.11.1 to 2.11.4, 2.16.2A, 2.16.2D, 2.16.2E, 2.16.6, 2.16.7, 2.16.13A, 2.16.13B, 2.16.13D to 2.16.14, 2.16.15A, 2.21.11, 2.21.12, 2.24.5B to 2.24.5E, 2.24.6A, 2.25.1C, 2.44.1;

(c) clauses 3.11A.1 to 3.11A.10, 3.15.1 to 3.15.5, 3.18GA.1 to 3.18GA.3;

(d) clauses 4.5A1 to 4.5A16, 4.13B.1 to 4.13B.6, 4.24.19;

(e) clauses 10.1.1, 10.2.1, 10.2.1B, 10.2.3, 10.2.6, 10.2.8 to 10.2.12, 10.3.1 to 10.3.4, 10.4.1, 10.4.2, 10.4.5, 10.4.7 to 10.4.11, 10.4.14 to 10.4.26, 10.5.1 to 10.5.14 ; and

(f) any other clauses of these WEM Rules that must not be amended, repealed or replaced without the approval of the Minister in accordance with the WEM Regulations.

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| **Explanatory Note**  Clause 2.8.14 sets out the WEM Technical Standards that are to be 'protected' provisions under the rule change process to ensure that technical and engineering advice is sought from BANANAS and/or Western Power when any of these clauses are the subject of a Rule Change Proposal. Some of these clauses do not commence until new market start – see the transitional provisions in new section 1.52. |

2.8.14. The following clauses are WEM Technical Standards:

(a) section 3.1;

(b) clause 3.2.5;

(c) clauses 3.3.3 and 3.4.3;

(d) section 3.6;

(e) section 3.7;

(f) chapter 3A and appendix 12; and

(g) chapter 3B.

2.9. WEM Procedures

2.9.1. [Blank]

2.9.2. [Blank]

2.9.2A. BANANAS must manage the development of, amendment of, and replacement for WEM Procedures which these WEM Rules require be developed by BANANAS.

2.9.2B. The Economic Regulation Authority must manage the development of, amendment of, and replacement for WEM Procedures which these WEM Rules require to be developed by the Economic Regulation Authority.

2.9.2C. [Blank]

2.9.2CA. Each Network Operator must manage the development of, amendment of, and replacement for WEM Procedures which these WEM Rules require be developed by a Network Operator.

2.9.2CB. The Coordinator must manage the development, amendment and replacement of any WEM Procedures which these WEM Rules require be developed and maintained by the Coordinator.

2.9.2D. BANANAS must develop and maintain on the WEM Website a list of all WEM Procedures that BANANAS is required to develop or maintain under the WEM Rules. For each WEM Procedure the list must:

(a) state the name of the WEM Procedure;

(b) give a brief description of the WEM Procedure; and

(c) specify:

i. each head of power clause in the WEM Rules pursuant to which the WEM Procedure has been developed; and

ii. if not already covered under clause 2.9.2D(c)(i), each clause in the WEM Rules which requires that an obligation, process or requirement be documented in a WEM Procedure, that has been documented in that WEM Procedure.

2.9.2E. BANANAS must maintain and keep up to date the list referred to in clause 2.9.2D.

2.9.2F. The Economic Regulation Authority, the Coordinator and each Network Operator must publish any WEM Procedures they are required to document or develop under these WEM Rules on their respective websites.

2.9.3. WEM Procedures:

(a) must:

i. be developed, amended or replaced in accordance with the process in these WEM Rules;

ii. be consistent with the Wholesale Market Objectives; and

iii. be consistent with these WEM Rules, the Electricity Industry Act and Regulations; and

(b) may be amended or replaced in accordance with section 2.10 and must be amended or replaced in accordance with section 2.10 where a change is required to maintain consistency with Amending Rules.

2.9.4. The Coordinator must maintain on the Coordinator's Website a Procedure Change Submission form.

2.9.5. The Coordinator must develop a WEM Procedure setting out the procedure for developing and amending WEM Procedures.

2.9.6. [Blank]

2.9.7. [Blank]

2.9.7A. BANANAS must comply with WEM Procedures applicable to it.

2.9.7B. The Economic Regulation Authority must comply with WEM Procedures applicable to it.

2.9.7C. The Coordinator must comply with WEM Procedures applicable to it.

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| **Explanatory Note**  Clause 2.9.7D requires each Network Operator to comply with the WEM Procedures applicable to it. It is noted that the Network Operator is already covered by clause 2.9.8, however, Network Operators have been included as part of this clause to avoid doubt and for consistency with how BANANAS is separately identified. |

2.9.7D. A Network Operator must comply with WEM Procedures applicable to it.

2.9.8. A Rule Participant, other than BANANAS or a Network Operator, must comply with WEM Procedures applicable to it.

2.10. Procedure Change Process

2.10.1. BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator, as applicable, may initiate the Procedure Change Process by developing a Procedure Change Proposal.

2.10.2. Rule Participants may notify BANANAS, the Economic Regulation Authority, the Coordinator or the relevant Network Operator, as applicable, where they consider an amendment to or replacement of a WEM Procedure would be appropriate.

2.10.2A. Within 20 Business Days of receipt of a notification under clause 2.10.2, BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, must:

(a) determine whether the suggested amendment to or replacement of a WEM Procedure is appropriate; and

(b) publish details of whether a Procedure Change Proposal will be progressed with respect to the suggested amendment to or replacement of a WEM Procedure and the reasons for that decision on BANANAS's, the Economic Regulation Authority's, the Coordinator's or the Network Operator's website, as applicable.

2.10.3. If an Amending Rule requires BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator to develop new WEM Procedures or to amend or replace existing WEM Procedures, then BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, is responsible for the development of, amendment of or replacement for, WEM Procedures so as to comply with the Amending Rule.

2.10.4. [Blank]

2.10.5. [Blank]

2.10.5A. BANANAS must publish Procedure Change Proposals that BANANAS develops.

2.10.5B. The Economic Regulation Authority must publish Procedure Change Proposals that the Economic Regulation Authority develops.

2.10.5C. [Blank]

2.10.5D. A Network Operator must publish Procedure Change Proposals that the Network Operator develops.

2.10.5E. The Coordinator must publish Procedure Change Proposals that the Coordinator develops.

2.10.6. A Procedure Change Proposal must include:

(a) a proposed WEM Procedure or an amendment to or replacement for a WEM Procedure , indicating the proposed amended words, or a proposed WEM Procedure; and

(b) the reason for the proposed WEM Procedure or an amendment to or replacement for a WEM Procedure or proposed WEM Procedure.

2.10.7. At the same time as it publishes a Procedure Change Proposal notice, BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, must publish a call for submissions on that proposal. The due date for submissions must be 20 Business Days from the date the call for submissions is published. Any person may make a submission to BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, relating to a Procedure Change Proposal. A Procedure Change Submission may be made using the Procedure Change Submission form maintained on the Coordinator’s Website in accordance with clause 2.9.4.

2.10.8. [Blank]

2.10.9. The independent Chair of the Market Advisory Committee must convene a meeting of the Market Advisory Committee concerning any Procedure Change Proposal before the due date for submissions in relation to the Procedure Change Proposal if:

(a) the independent Chair, the Coordinator, BANANAS or the Economic Regulation Authority considers that advice on the Procedure Change Proposal is required from the Market Advisory Committee;

(aA) a Network Operator considers that advice on the Procedure Change Proposal prepared by a Network Operator is required from the Market Advisory Committee; or

(b) two or more members of the Market Advisory Committee have informed the independent Chair in writing that they consider that advice on the Procedure Change Proposal is required from the Market Advisory Committee.

2.10.10. Following the closing date for submissions, the Coordinator, BANANAS, the Economic Regulation Authority or the Network Operator, as applicable, must prepare a Procedure Change Report on the Procedure Change Proposal.

2.10.11. [Blank]

2.10.12. [Blank]

2.10.12A. BANANAS must publish Procedure Change Reports that BANANAS prepares.

2.10.12B.The Economic Regulation Authority must publish Procedure Change Reports that the Economic Regulation Authority prepares.

2.10.12C. [Blank]

2.10.12D. A Network Operator must publish Procedure Change Reports that the Network Operator prepares.

2.10.12E. The Coordinator must publish Procedure Change Reports that the Coordinator prepares.

2.10.13. The Procedure Change Report must contain:

(a) the wording of the proposed WEM Procedure or amendment to or replacement for the WEM Procedure;

(b) the reason for the proposed WEM Procedure or amendment to or replacement for the WEM Procedure;

(c) all submissions received before the due date for submissions, a summary of those submissions, and the response of the Coordinator, BANANAS, the Economic Regulation Authority or the Network Operator, as applicable, to the issues raised in those submissions;

(d) a summary of the views expressed by the Market Advisory Committee and, if the Market Advisory Committee has delegated its role to consider the Procedure Change Proposal to a Working Group under clause 2.3.17(a), a summary of the views expressed by that Working Group;

(dA) whether any advice from the Market Advisory Committee regarding the Procedure Change Proposal reflects a consensus view or a majority view, and, if the latter, any dissenting views included in or accompanying the advice and how these views have been taken into account by the Coordinator;

(e) [Blank]

(f) [Blank]

(g) in the case of a Procedure Change Proposal developed by BANANAS, a proposed date and time for the WEM Procedure or amendment or replacement to commence, which must, in BANANAS’s opinion, allow sufficient time after the date of publication of the Procedure Change Report for Rule Participants to implement changes required by it;

(h) in the case of a Procedure Change Proposal developed by the Economic Regulation Authority, a proposed date and time for the WEM Procedure or amendment or replacement to commence, which must, in the Economic Regulation Authority's opinion, allow sufficient time after the date of publication of the Procedure Change Report for Rule Participants to implement changes required by it;

(i) in the case of a Procedure Change Proposal developed by a Network Operator, a proposed date and time for the WEM Procedure or amendment or replacement to commence, which must, in the Network Operator's opinion, allow sufficient time after the date of publication of the Procedure Change Report for Rule Participants to implement changes required by it; and

(j) in the case of a Procedure Change Proposal developed by the Coordinator, a proposed date and time for the WEM Procedure or amendment or replacement to commence, which must, in the Coordinator's opinion, allow sufficient time after the date of publication of the Procedure Change Report for Rule Participants to implement changes required by it.

2.10.14. [Blank]

2.10.15. [Blank]

2.10.16. [Blank]

2.10.17. If BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator, as applicable, considers, at any time after publishing a Procedure Change Proposal, that it is necessary to extend the normal timeframes for processing the Procedure Change Proposal because:

(a) issues of sufficient complexity or difficulty have been identified relating to the Procedure Change Proposal;

(b) further public consultation on an issue associated with the Procedure Change Proposal is required; or

(c) the Procedure Change Proposal cannot be dealt with adequately without an extension because of any other special circumstance,

then BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, may modify the times and time periods under clause 2.10.7 in respect of the Procedure Change Proposal and publish details of the modified times and time periods.

2.10.18. BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator, as applicable, must publish a notice of an extension determined in accordance with clause 2.10.17 and must update any information already published in accordance with clause 2.10.7.

2.10.19. A notice of extension under clause 2.10.18 must include:

(a) the reasons for the proposed extension;

(b) the views of any Rule Participant consulted on the extension;

(c) the proposed length of any extension; and

(d) the proposed work program.

2.11. Coming into Force of Procedure Amendments

2.11.1. A Rule Participant may apply to the Electricity Review Board for a Procedural Review of a decision by BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator, as applicable, contemplated by clauses 2.10.2A(a) or 2.10.13 within the time specified in regulation 44 of the WEM Regulations, on the grounds that BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, has not followed the process set out in section 2.10 or the WEM Procedure specified in clause 2.9.5.

2.11.2. Following an application for a Procedural Review under clause 2.11.1, if the Electricity Review Board finds that BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator has not followed the process set out in section 2.10 or the WEM Procedure specified in clause 2.9.5, the Electricity Review Board may set aside BANANAS's decision, the Economic Regulation Authority’s decision, the Coordinator's decision or the Network Operator’s decision and direct BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator to reconsider the relevant Procedure Change Proposal in accordance with section 2.10 and the WEM Procedure specified in clause 2.9.5.

2.11.3. Subject to clauses 2.11.2 and 2.11.4, a WEM Procedure or an amendment of or replacement for a WEM Procedure commences at the time and date specified under clauses 2.10.13(g), 2.10.13(h), 2.10.13(i) or 2.10.13(j) (as applicable).

2.11.4. If at any time, BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator considers that Rule Participants will not have sufficient time to implement any necessary changes required by the WEM Procedure that BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, are required to publish, or amendment or replacement of the WEM Procedure, then BANANAS, the Economic Regulation Authority, the Coordinator or the Network Operator, as applicable, may extend the time and date when that WEM Procedure, amendment or replacement commences by publishing notice of the revised time and date when the amendment of or replacement for that WEM Procedure commences.

Monitoring, Enforcement and Audit

2.12. [Blank]

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| **Explanatory Note**  The compliance and enforcement regime under Chapter 3A is bespoke to Chapter 3A. As such, the existing general monitoring and compliance provisions are amended to recognise the regime under Chapter 3A.  As a result of substantial re-ordering of the clauses in section 2.13, the section is to be deleted and replaced. |

2.13. Compliance Monitoring and Enforcement

ERA monitoring of compliance

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| **Explanatory Note**  Clause 2.13.1 is equivalent to existing clause 2.13.2 and amended to explicitly require the ERA to monitor Network Operators’ behaviour for compliance with the WEM Rules and the WEM Procedures for consistency with the existing approach for BANANAS.  It is noted that the Network Operator was already covered by the existing clause. |

2.13.1. The Economic Regulation Authority must monitor other Rule Participants’ behaviour (including BANANAS’s and each Network Operator’s behaviour) for compliance with the WEM Rules and WEM Procedures in accordance with the WEM Procedure referred to in clause 2.15.1.

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| **Explanatory Note**  Clause 2.13.2 is a new clause that contains ERA's obligation to investigate behaviour which results in the market not functioning effectively. It has been moved from clause 2.16.9 to a stand-alone clause to better clarify that monitoring the market for inefficient market outcomes is the ERA’s responsibility.  Clause 2.13.2 will be further reviewed to account for the decisions made in Energy Sector Governance: Proposed Changes to the Regulatory Framework which are proposed to commence on 1 July 2021. |

2.13.2. The Economic Regulation Authority must investigate any market behaviour of a Rule Participant if it considers that the behaviour has resulted in the market not functioning effectively.

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| **Explanatory Note**  Clause 2.13.3 is equivalent to existing clause 2.13.3 and amended for consistency with the drafting approach in other similar clauses. |

2.13.3. The Economic Regulation Authority must ensure it has processes and systems in place to allow it to monitor Rule Participants’ behaviour (including BANANAS’s and each Network Operator’s behaviour) for compliance with the WEM Rules and WEM Procedures in accordance with the WEM Procedure referred to in clause 2.15.1.

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| **Explanatory Note**  Clause 2.13.4 is equivalent to existing clause 2.13.3A and is amended for drafting consistency and to clarify that the assistance provided by BANANAS under the clause does not limit the further assistance the ERA may request BANANAS undertake in accordance with clause 2.13.8. |

2.13.4. Without limiting clause 2.13.8, BANANAS must co-operate with the Economic Regulation Authority and facilitate any processes and systems put in place by the Economic Regulation Authority under clause 2.13.3, including by providing any market related data, information and document produced or exchanged in accordance with the WEM Rules or WEM Procedures in BANANAS’s possession or control that the Economic Regulation Authority has reason to believe may assist the Economic Regulation Authority to monitor Rule Participants’ behaviour (including BANANAS’s and each Network Operator’s behaviour) for compliance with the WEM Rules and WEM Procedures.

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| **Explanatory Note**  Clause 2.13.5 is a new clause that requires each Network Operator to co-operate with the ERA, including to facilitate any processes and systems, and provide information to enable the ERA to perform its monitoring and compliance functions on the Network Operator. |

2.13.5. Each Network Operator must co-operate with the Economic Regulation Authority and facilitate any processes and systems put in place by the Economic Regulation Authority under clause 2.13.3, including by providing any data, information or document in the Network Operator’s possession or control that the Economic Regulation Authority would be entitled to receive under Chapter 10 and has reason to believe may assist the Economic Regulation Authority to monitor the Network Operator's behaviour for compliance with the provisions of the WEM Rules and WEM Procedures.

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| **Explanatory Note**  Clause 2.13.6 is amended to remove the requirement for the ERA to disclose the types of market related information provided to it by BANANAS, as amendments to clause 2.16.2A require the information that BANANAS must routinely provide to the ERA to be included in the Market Surveillance Data Catalogue, which is required to be published on the Coordinator and ERA’s websites in accordance with 2.16.2A(b). This list should contain all data required by the ERA for monitoring and compliance purposes, and will be updated regularly if new information requirements are identified.  The second part of clause 2.13.6, which requires additional publication if the ERA requests additional types of market related data, information or documents in relation to a specific Rule Participant (or group of Rule Participants) has been retained |

2.13.6 Where the Economic Regulation Authority requests BANANAS to provide the Economic Regulation Authority with market related data, information or documents in accordance with clause 2.13.4 and the market related data, information or documents:

(a) is not one of the types disclosed in the combined list referred to in clause 2.16.2A(b); and

(b) relate to a specific Rule Participant (or group of Rule Participants),

then the Economic Regulation Authority must notify that Rule Participant (or group of Rule Participants).

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| **Explanatory Note**  Clause 2.13.7 is equivalent to existing clause 2.13.6, and clause 2.13.9 is amended to incorporate the existing clauses 2.13.9A and 2.13.9B and to outline BANANAS’s obligation to monitor Rule Participants’ behaviour.  The intent is that BANANAS will actively monitor Rule Participants’ behaviour for compliance against the specified WEM Rules and WEM procedures. For other rules and procedures, BANANAS may become aware of a suspected breach through its usual market and system operation activities.  The amendments to 2.13.7(a) and 2.13.7(b) are consequential to changes to 2.16.2A and 2.16.2AA, requiring BANANAS to monitor Rule Participants behaviour for compliance with the WEM Rules that the ERA has asked BANANAS to monitor. The intent of this policy change is to allow the ERA more flexibility in the WEM Rules that it requests BANANAS to monitor over time.  The amendments to 2.13.7(e) are for clarity. |

BANANAS monitoring of compliance

2.13.7. BANANAS must, in accordance with the WEM Procedure referred to in clause 2.15.4:

(a) monitor Rule Participant’s behaviour for compliance with the WEM Rules specified in the list referred to in clause 2.16.2A(aA);

(b) [Blank]

(c) ensure it has processes and systems in place to enable it to monitor Rule Participant's behaviour in accordance with clause 2.13.7(a) and in accordance with the list of WEM Rules that BANANAS must monitor for compliance provided under clause 2.16.2A(aA) including developing systems for monitoring;

(d) support the Economic Regulation Authority's monitoring of Rule Participants’ behaviour, including having processes and systems to provide the Economic Regulation Authority with data, information, documents or analysis under clauses 2.13.4, 2.13.7, 2.13.8(a), 2.13.8(b) or 2.13.14, as applicable; and

(e) subject to clause 2.13.12, record and report to the Economic Regulation Authority any alleged breach of the WEM Rules or WEM Procedures resulting from its monitoring under clause 2.13.7(a).

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| **Explanatory Note**  Clause 2.13.8 is a new clause that allows the ERA to request BANANAS to provide further information, or undertake specific analysis to assist it to monitor Rule Participants’ behaviour for compliance with the WEM Rules and WEM Procedures. |

2.13.8. Where the Economic Regulation Authority has reason to believe BANANAS may be able to assist it to monitor Rule Participants’ behaviour (including each Network Operator’s behaviour) for compliance with the WEM Rules and WEM Procedures, it may request BANANAS to:

(a) undertake analysis of any market related data, information and document produced or exchanged under clause 2.13.4; or

(b) provide any specific market related data, information and document produced or exchanged in accordance with the WEM Rules or WEM Procedures in BANANAS’s possession or control not provided by BANANAS to the Economic Regulation Authority under clause 2.13.4,

to assist to monitor a Rule Participant's compliance with a specific obligation or requirement. For the avoidance of doubt, the Economic Regulation Authority is not permitted to delegate the monitoring of Rule Participant behaviour to BANANAS.

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| **Explanatory Note**  Clause 2.13.9 is a new clause that requires BANANAS to comply with a request by the ERA under new clause 2.13.8. |

2.13.9. BANANAS must comply with a request by the Economic Regulation Authority under clause 2.13.8 by the time specified in the request, which must be a reasonable time having regard to the nature of the request, or such alternative time as mutually agreed.

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| **Explanatory Note**  Clause 2.13.10 is a new clause that clarifies that BANANAS is not required to monitor Network Operators’ compliance with any WEM Procedures developed by the Network Operator. In accordance with clause 2.13.23, a Network Operator must self-report its own breaches, or suspected breaches, of any WEM Rules or WEM Procedures developed by it. |

2.13.10. Subject to clause 2.13.7(b), BANANAS is not required to monitor a Network Operator’s behaviour for compliance with the WEM Procedures developed by the Network Operator.

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| **Explanatory Note**  Clause 2.13.11 is a new clause that reflects the policy intent that any deviations by a Registered Facility within the Tolerance Range or Facility Tolerance Range applicable to the Registered Facility will not be considered to be non-compliant with the relevant Dispatch Instruction. |

2.13.11. Where a Registered Facility operates within the Tolerance Range or Facility Tolerance Range applicable to the Registered Facility during a Dispatch Interval, any deviation is not considered to be a breach of clause 7.10.1 or of a provision of section 3.21 by reason of the deviation only.

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| **Explanatory Note**  Clause 2.13.12 is equivalent to existing clause 2.13.6B and is amended to reflect when BANANAS is not required to report alleged breaches to the ERA. |

2.13.12. BANANAS is not required to report to the Economic Regulation Authority an alleged breach by a Rule Participant of:

(a) section 3.21 if the alleged breach is limited to occurring within a single Trading Interval and the extent of the alleged breach is either within the Tolerance Range of the Facility Tolerance Range for that Facility; or

(b) section 7.10 if the alleged breach does not exceed six consecutive Dispatch Intervals unless the alleged breach is considered by BANANAS, in its reasonable opinion, to be material or likely to impact Power System Security or Power System Reliability.

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| **Explanatory Note**  Clause 2.13.13(a) ensures that even where BANANAS is not required to report an alleged breach under clause 2.13.12, BANANAS is not relieved of its obligation to monitor Rule Participants’ compliance with the WEM Rules and WEM Procedures specified in clause 2.13.7.  Clause 2.13.13(c) ensures Rule Participants are not relieved from their obligation to comply with WEM Rules and WEM Procedures regardless of whether BANANAS is required to report an alleged breach to the ERA. |

2.13.13. Subject to clause 2.13.11, nothing in clause 2.13.12 relieves:

(a) BANANAS from its obligation to monitor Rule Participants’ compliance in accordance with clause 2.13.7(a) and clause 2.13.7(b); or

(b) Rule Participants from the obligation to fully comply with the WEM Rules and the WEM Procedures, regardless of whether BANANAS is required under the WEM Rules to report any alleged breach to the Economic Regulation Authority.

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| **Explanatory Note**  Clause 2.13.14 is a new clause that sets out when BANANAS is not required to notify the ERA of breaches.  Situations where BANANAS considers it does not need to notify the ERA will be set out in the BANANAS WEM Procedure under 2.15.4. |

2.13.14. BANANAS may, but is not required to, notify the Economic Regulation Authority of any alleged breach under clause 2.13.7 or clause 2.13.15 where the Economic Regulation Authority is in possession or control of any market related data, information or other documents or analysis that allows the Economic Regulation Authority to identify an alleged breach of the WEM Rules or WEM Procedures.

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| **Explanatory Note**  Clause 2.13.15 is equivalent to existing clause 2.13.9C and is amended to refer to BANANAS’s requirement to report alleged breaches to the ERA being subject to clause 2.13.14, which does not require BANANAS to report alleged breaches that the ERA should already be aware of. This is to avoid unnecessary duplication of notifications to the ERA. BANANAS will be required to outline in the WEM Procedure the situations where ERA would already be aware of an alleged breach and therefore notification by BANANAS will not be required. The clause also incorporates the changes in relation to Generator Performance Standards which will follow 3A processes.  Please note that even though the ERA may have notice of the alleged breach though data collection or other means, BANANAS is still required to notify the ERA of all alleged breaches that relate to power system security and reliability. |

2.13.15. Except where clause 2.13.14 applies, where BANANAS becomes aware of an alleged breach of the WEM Rules (other than a provision of the WEM Rules referred to in clause 2.13.7) or the WEM Procedures developed by BANANAS then it must notify the Economic Regulation Authority in accordance with the WEM Procedure referred to in clause 2.15.4.

2.13.15A. Clauses 2.13.13, 2.13.14 and 2.13.15 do not apply in respect of alleged breaches of clauses 3A.10.6, 3A.11.21(a), 3A.11.21(b), 3A.11.21(c) and 3A.12.2.

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| **Explanatory Note**  Clause 2.13.16 is equivalent to existing clause 2.13.6D. |

Tolerance Ranges

2.13.16. BANANAS may determine the Tolerance Range to apply to all Facilities for the purpose of BANANAS’s reporting of alleged breaches of clause 7.10.1 or a provision of section 3.21 to the Economic Regulation Authority. When determining the appropriate Tolerance Range to apply for all Market Participants, BANANAS must:

(a) consult with Rule Participants prior to setting the Tolerance Range; and

(b) publish on the WEM Website at least 14 Business Days prior to the date from which change to the Tolerance Range becomes effective, the following:

i. all submissions received from Rule Participants;

ii. the Tolerance Range; and

iii. an effective date for the commencement of the Tolerance Range.

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| **Explanatory Note**  Clause 2.13.17 is equivalent to existing clause 2.13.6E. |

2.13.17. BANANAS may determine a Facility Tolerance Range to apply to a specific Facility. A Facility Tolerance Range will apply for a specific Facility in place of the Tolerance Range determined under clause 2.13.16. When determining the Facility Tolerance Range to apply for the specific Facility, BANANAS must:

(a) consult with Market Participants prior to setting the Facility Tolerance Range; and

(b) publish on the WEM Website at least 14 Business Days prior to the date from which any changes to the Facility Tolerance Range become effective the following:

i. the reasons for BANANAS’s decision;

ii. any submissions received from Market Participants;

iii. the applicable Facility Tolerance Range; and

iv. an effective date for the commencement of the applicable Facility Tolerance Range.

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| **Explanatory Note**  Clause 2.13.18 is equivalent to existing clause 2.13.6F. |

2.13.18. BANANAS must not show bias towards a Market Participant in respect to a Facility Tolerance Range.

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| **Explanatory Note**  Clause 2.13.19 is equivalent to existing clause 2.13.6K. |

2.13.19. BANANAS must document in a WEM Procedure:

(a) the process for determining, consulting on, and reviewing the Tolerance Range and any Facility Tolerance Ranges under clauses 2.13.16, 2.13.17 and 2.13.21; and

(b) matters, events or circumstances that may trigger a review of the Tolerance Range or a Facility Tolerance Range.

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| **Explanatory Note**  Clause 2.13.20 is equivalent to existing clause 2.13.6H and is amended to allow Market Participants to request the ERA to reassess BANANAS’s decision to set or not set a Facility Tolerance Range for the Market Participant’s Registered Facility. |

2.13.20. A Market Participant may request in writing that the Economic Regulation Authority assess a decision by BANANAS in relation to the determination of a Facility Tolerance Range, for that Market Participant’s Facility. Following a request:

(a) the Economic Regulation Authority must consult with BANANAS and the Market Participant concerning the Facility Tolerance Range;

(b) the Economic Regulation Authority may give a direction to BANANAS to set or vary a Facility Tolerance Range where it finds that:

i. BANANAS has not followed the relevant WEM Rules or any relevant WEM Procedures in relation to determining the Facility Tolerance Range; or

ii. based on the information provided by the Market Participant and BANANAS, that the Facility Tolerance Range is not reasonable;

(c) the Economic Regulation Authority must use best endeavours to complete the assessment within 10 Business Days from receipt of the request; and

(d) the Economic Regulation Authority must direct BANANAS to publish any direction provided to BANANAS to set or vary a Facility Tolerance Range on the WEM Website within five Business Days of issuing that direction.

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| **Explanatory Note**  Clause 2.13.21 is a new clause that allows the ERA to request BANANAS to review a Tolerance Range or Facility Tolerance Range applicable to a Registered Facility where the ERA considers the Registered Facility is able to operate within a tighter range under clause 7.10.2A. For example, if a Registered Facility is consistently operating at the limit of the applicable tolerance range, it may indicate the Registered Facility has more precise controls that may enable it to operate within a tighter tolerance range. |

2.13.21. Where the Economic Regulation Authority reasonably considers that the Tolerance Range or Facility Tolerance Range applicable to a Registered Facility is inappropriate having regard to the historical operation of the Registered Facility and the Market Participant's compliance with clause 7.10.3, the Economic Regulation Authority must request BANANAS to review the Tolerance Range or Facility Tolerance Range applicable to the Registered Facility.

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| **Explanatory Note**  Clause 2.13.22 is a new clause that clarifies that BANANAS must comply with the ERA’s request and provides it with the power to vary, where applicable, the relevant tolerance range following its review. |

2.13.22. BANANAS must comply with a request by the Economic Regulation Authority under clause 2.13.21, and may vary the applicable Tolerance Range or any Facility Tolerance Range following its review in accordance with the WEM Procedure referred to in clause 2.13.19.

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| **Explanatory Note**  Clause 2.13.23 is a new clause that requires Rule Participants to self-report breaches, or suspected breaches, of the WEM Rules and WEM Procedures to the ERA. This requirement does not include alleged breaches of Chapter 3A, which are to be dealt with in accordance with the processes set out in that chapter.  This clause is under review to whether it will be a civil penalty provision. |

Breach reporting

2.13.23 Subject to clause 2.13.26, a Rule Participant (including BANANAS and a Network Operator) who is aware that it has breached, or has reasonable cause to suspect it may have breached, the WEM Rules or a WEM Procedure, must notify the Economic Regulation Authority in writing unless the Economic Regulation Authority has notified the Rule Participant that the breach or suspected breach is already under investigation. A Rule Participant may, at any time after notifying the Economic Regulation Authority, provide updated information to the Economic Regulation Authority in relation to the breach or suspected breach.

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| **Explanatory Note**  Clause 2.13.24 is equivalent to existing clause 2.13.4 and is amended to remove the requirement for Rule Participants to provide notification of alleged breaches by other Rule Participants to BANANAS, and to explicitly exclude BANANAS from the clause as BANANAS has mandatory reporting obligations of alleged breaches to the ERA under other clauses.  The clause refers to Network Operators for clarity, and to remove the discretionary requirement for Rule Participants to self-report alleged breaches, which is now mandatory under clause 2.13.23.  The clause also requires the Rule Participant that is reporting another Rule Participant’s suspected breach to provide evidence of the alleged breach to the ERA. The required information a Rule Participant must provide when reporting an alleged breach will be specified in the WEM Procedure referred to in clause 2.15.1.  For the avoidance of doubt, a Rule Participant is not required to report another Rule Participant's suspected breach. |

2.13.24. A Rule Participant (other than BANANAS, but including each Network Operator) may inform the Economic Regulation Authority in writing if it considers that another Rule Participant has breached the WEM Rules or a WEM Procedure, and must provide reasonable information in support of that alleged breach.

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| **Explanatory Note**  Clause 2.13.25 is a new clause that provides that self-reported alleged breaches of the WEM Rules or WEM Procedures by Rule Participants under clause 2.13.23 may be made using the form to be published by the ERA, or, alternatively, if the form is not used, to require Rule Participants to provide the information described in the ERA’s WEM Procedure under clause 2.15.1. |

2.13.25. A notification of an alleged breach by a Rule Participant to the Economic Regulation Authority under clause 2.13.23 or clause 2.13.24 may be provided in the form described in clause 2.15.3, but must include the information a Rule Participant is required to provide in reporting an alleged breach as specified in the WEM Procedure referred to in clause 2.15.1.

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| **Explanatory Note**  Clause 2.13.26 is a new clause that requires Market Participants to follow the self-reporting processes set out in Chapter 3A, where the alleged breach is of a provision in that chapter. |

2.13.26. Where a Market Participant considers that it has been non-compliant, or has reasonable cause to suspect it may have been non-compliant, with a Registered Generator Performance Standard or the Generator Monitoring Plan approved by BANANAS for its Transmission Connected Generating System, the Market Participant must follow the relevant process set out in Chapter 3A.

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| **Explanatory Note**  Clause 2.13.27 is equivalent to existing clause 2.13.10 and is amended to remove the requirement for the ERA to investigate all alleged breaches it becomes aware of. Instead, the ERA will be required to record all alleged breaches, assign a risk rating to each alleged breach in accordance with the process to be set out in the WEM Procedure referred to in clause 2.15.1 (Monitoring Protocol), and investigate alleged breaches that are required to be investigated as per the risk rating assigned to them. The ERA will also have the discretion to investigate any alleged breaches not required to be investigated in accordance with the risk rating to be applied to them. |

Compliance investigation

2.13.27. Subject to section 3A.12, if the Economic Regulation Authority becomes aware of an alleged breach of the WEM Rules or WEM Procedures, then:

(a) it must record the alleged breach;

(b) subject to clause 2.13.32, it must investigate the alleged breach in accordance with the risk rating assigned to the type of alleged breach in the WEM Procedure referred to in clause 2.15.1;

(c) notwithstanding clause 2.13.27(b), subject to clause 2.13.32, it may investigate the alleged breach where the ERA considers this is reasonably required;

(d) if the Economic Regulation Authority investigates an alleged breach, and the investigation is not suspended or closed under clause 2.13.33, then it must determine whether a breach of the WEM Rules or WEM Procedures has occurred; and

(e) it must record the results of each investigation.

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| **Explanatory Note**  Clause 2.13.28 is equivalent to existing clause 2.13.12. |

2.13.28. If reasonably required, as part of an investigation into alleged breaches of the WEM Rules or WEM Procedures, the Economic Regulation Authority may:

(a) require information and records from Rule Participants; and

(b) conduct an inspection of a Rule Participant’s equipment.

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| **Explanatory Note**  Clause 2.13.29 is equivalent to existing clause 2.13.11. |

2.13.29. If the Economic Regulation Authority becomes aware of an alleged breach of the WEM Rules or the WEM Procedures, then it may meet with the relevant Rule Participant on one or more occasions to discuss the alleged breach and possible actions to rectify the alleged breach.

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| **Explanatory Note**  Clause 2.13.30 is equivalent to existing clause 2.13.13 and is amended to explicitly refer to the requirement for BANANAS and Network Operators to co-operate with ERA investigations.  As with 2.13.13, clause 2.13.30 remains a civil penalty provision. |

2.13.30. Rule Participants (including BANANAS and each Network Operator) must cooperate with an investigation into an alleged breach of the WEM Rules or WEM Procedures, including:

(a) providing the Economic Regulation Authority with information requested under clause 2.13.28 relating to the alleged breach in a timely manner; and

(b) allowing reasonable access to equipment for the purpose of an inspection carried out under clause 2.13.28.

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| **Explanatory Note**  Clause 2.13.31 is equivalent to existing clause 2.13.13A and is amended to refer to BANANAS and each Network Operator.  As with 2.13.13A, clause 2.13.31 remains a civil penalty provision. |

2.13.31. A Rule Participant (including BANANAS and each Network Operator) must not engage in conduct under clause 2.13.30 that is false or misleading in a material particular.

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| **Explanatory Note**  Clause 2.13.32 is equivalent to existing clause 2.13.14.  As with 2.13.14(a), clause 2.13.32(a) remains a civil penalty provision. |

2.13.32. Where a Rule Participant does not comply with clause 2.13.30, the Economic Regulation Authority may appoint a person to investigate the matter and provide a report or such other documentation as the Economic Regulation Authority may require. If the Economic Regulation Authority does so, then:

(a) the Rule Participant must assist the person to undertake the investigation and prepare the report or other documentation; and

(b) the cost of the investigation and the preparation of the report or other documentation must be met by the Rule Participant unless the Economic Regulation Authority determines otherwise.

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| **Explanatory Note**  Clause 2.13.33 is a new clause that allows the ERA to suspend or close an investigation of an alleged breach where the alleged breach is self-reported and the relevant Rule Participant has rectified the alleged breach, agrees to rectify the alleged breach and, if required by the ERA, take actions that will reduce the risk of the alleged breach reoccurring.  Clause 2.13.33(b) provides a head of power for any other alleged breaches that are to be excluded from the formal investigation process to be specified in the WEM Procedure referred to in clause 2.15.1 (Monitoring Protocol). |

2.13.33. The Economic Regulation Authority may suspend or close an investigation of an alleged breach:

(a) where the alleged breach is self-reported to the Economic Regulation Authority by a Rule Participant under clause 2.13.23, and the Economic Regulation Authority is reasonably satisfied that:

i. where the breach can be rectified, the Rule Participant:

1. has rectified the alleged breach; or

2. undertakes to rectify the alleged breach by taking actions agreed to by the Economic Regulation Authority; and

ii. where required by the Economic Regulation Authority, the Rule Participant agrees to take actions agreed to by the Economic Regulation Authority that are intended to prevent a recurrence of the alleged breach; or

(b) in any other circumstances that may be specified in the WEM Procedure referred to in clause 2.15.1.

2.13.34. If the Economic Regulation Authority suspends or closes an investigation in accordance with clause 2.13.33 it must notify the relevant Rule Participant.

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| **Explanatory Note**  Clause 2.13.35 is equivalent to existing clause 2.13.16 and is amended to remove the requirement for the ERA to determine whether a breach has taken place as obligation for the ERA to make a determination is set out in clause 2.13.27(d).  The amended clause requires the ERA to notify Rule Participants where it is determined a breach has not taken place. |

2.13.35. Where the Economic Regulation Authority determines a breach has not taken place, the Economic Regulation Authority must notify its decision to the Rule Participant that reported the alleged breach in accordance with clause 2.13.23.

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| **Explanatory Note**  Clause 2.13.36 is a new clause that describes the enforcement actions the ERA may take following its determination that a breach has taken place. The clause is caveated as the WEM Regulations have not been amended to provide for the ERA's ability to make the infringements, orders and penalties referred to in this clause yet. |

Enforcement action

2.13.36. Where the Economic Regulation Authority determines that a breach of the WEM Rules or WEM Procedures has occurred in accordance with clause 2.13.27(d), the Economic Regulation Authority may:

(a) issue a warning to the Rule Participant to rectify the contravention and record the response of the Rule Participant to any warning issued under this clause. The warning must:

i. identify the clause or clauses of the WEM Rules or the WEM Procedures that the Economic Regulation Authority believes has been, or are being, contravened;

ii. describe the behaviour that comprises the contravention;

iii. where the Economic Regulation Authority considers relevant, request an explanation; and

iv. where the Economic Regulation Authority considers relevant, request that the contravention be rectified and specify a time (which the Economic Regulation Authority considers reasonable) by which the contravention should be rectified;

(b) [Blank]

(c) issue a civil penalty notice where the contravention relates to a Category A, Category B or Category C WEM Rule, in accordance with the WEM Regulations; and

(d) apply to the Electricity Review Board for one or more orders by the Electricity Review Board under regulation 33 of the WEM Regulations.

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| **Explanatory Note**  Clause 2.13.37 is a new clause that allows the ERA to seek one or more of the following orders from the Electricity Review Board (regulations 33(1)(e), 33(1)(f) or 33(1)(g)):   * an order suspending the Rule Participant’s registration for a specified period or suspending any other specified right of the Rule Participant under the WEM Rules for a specified period; * an order that the Rule Participant’s generating system or transmission or distribution system, or other facilities or loads, be disconnected; or * an order that the Rule Participant’s registration be cancelled. |

2.13.37. [Blank]

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| **Explanatory Note**  Clause 2.13.38 is a provides that the orders the ERA is able to make under clause 2.13.36(d) are set out in the WEM Regulations. The clause contains a caveat as the WEM Regulations have not yet been amended to provide for the ERA's ability to make the orders referred to in clause 2.13.36. |

2.13.38. [Blank]

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| **Explanatory Note**  Clause 2.13.39 is equivalent to existing clause 2.13.23. |

2.13.39. The orders that the Electricity Review Board may make for a breach of the WEM Rules and the matters the Electricity Review Board must have regard to before making an order are set out in the WEM Regulations.

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| **Explanatory Note**  Clause 2.13.40 is equivalent to existing clause 2.13.24. |

2.13.40. The Economic Regulation Authority may direct a Rule Participant to do or to refrain from doing anything that the Economic Regulation Authority thinks necessary or desirable to give effect or to assist in giving effect to any order of the Electricity Review Board.

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| **Explanatory Note**  Clause 2.13.41 is equivalent to existing clause 2.13.25.  As with 2.13.25, clause 2.13.41 remains a civil penalty provision. |

2.13.41. A Rule Participant must comply with a direction of the Economic Regulation Authority given under clause 2.13.40.

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| **Explanatory Note**  Clause 2.13.42 is a new clause that sets out the matters the ERA must have regard to before the ERA issues an infringement notice, a civil penalty notice or an order (that it is able to issue). |

2.13.42. Before the Economic Regulation Authority issues a civil penalty notice under clause 2.13.36(c), the Economic Regulation Authority must have regard to all relevant matters, including:

(a) the nature and extent of the breach, including whether the breach is ongoing;

(b) whether the Rule Participant has self-reported or has taken any mitigating actions;

(c) the nature and extent of any loss or damage suffered as a result of the breach;

(d) the impact and potential impact of the breach on the market and the power system;

(e) the circumstances in which the breach took place;

(f) whether the relevant Rule Participant has previously been found by the Economic Regulation Authority, or the Electricity Review Board in proceedings under the Electricity Industry Act, to have engaged in any similar conduct; and

(g) whether a daily amount, as provided for under the WEM Regulations, should be imposed in the circumstances, which must include consideration of:

i. the financial impact of the total civil penalty on the Rule Participant, if a daily amount were to be imposed; and

ii. any benefit gained by the Rule Participant as a result of the breach.

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| **Explanatory Note**  Clause 2.13.43 is a new clause that requires the ERA to inform BANANAS where the ERA issues a financial penalty. This information is needed to be passed on to BANANAS for market settlement purposes.  Financial penalties will be distributed in accordance with Chapter 9. |

2.13.43. If the Economic Regulation Authority issues a civil penalty notice under clause 2.13.36(c), it must inform BANANAS of the determination and penalty amount to assist with the settlement processes in Chapter 9.

2.13.43A. If, during the course of an investigation, the Economic Regulation Authority has identified a person, other than a Rule Participant, that has suffered a material loss as a result of a breach, the Economic Regulation Authority may direct BANANAS and/or Rule Participants to distribute a specified portion of the Civil Penalty Amount to that person, in a manner that is not consistent with section 9.21.

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| **Explanatory Note**  Clause 2.13.44 equivalent to existing clause 2.13.17 and is amended to extend to decisions by the ERA to issue an infringement notice, civil penalty notice or order (that it is able to issue) are reviewable decisions by the Electricity Review Board. |

2.13.44. Where the Economic Regulation Authority issues a civil penalty notice under clause 2.13.36(c), the Rule Participant to whom the civil penalty notice is issued may seek a review of the Economic Regulation Authority's decision to issue the civil penalty notice by the Electricity Review Board in accordance with the WEM Regulations.

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| **Explanatory Note**  Clause 2.13.45 is equivalent to existing clause 2.13.26 and is extended to require the six-monthly compliance report to include investigations completed, notifications of alleged breaches, warning issued, infringement notices issued, and orders made, by the ERA. Clause 2.13.46 allows the ERA to give consideration to confidential information in releasing the report. However, the ERA has historically always published the compliance report. |

2.13.45. The Economic Regulation Authority must release a report at least once every six months setting out a summary for the preceding six months of:

(a) investigations completed by the Economic Regulation Authority;

(b) breaches or contraventions of the WEM Rules the Economic Regulation Authority concludes have occurred;

(c) warnings issued by the Economic Regulation Authority under clause 2.13.36(a);

(d) proceedings that have been brought before the Electricity Review Board;

(e) findings of the Electricity Review Board on matters referred to them;

(f) orders made by the Electricity Review Board; and

(g) unless they have been set aside by the Electricity Review Board, civil penalties imposed by the Economic Regulation Authority under clause 2.13.36(c).

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| **Explanatory Note**  Clause 2.13.46 is equivalent to existing clause 2.13.27 amended to update clause references. |

2.13.46. In considering the circulation of the report under clause 2.13.45 and 2.13.47, the Economic Regulation Authority must have regard to the Wholesale Market Objectives.

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| **Explanatory Note**  Clause 2.13.47 is equivalent to existing clause 2.13.28 and is amended to refer to the compliance actions taken by the ERA under clause 2.13.36.  Industry feedback suggested new clause 2.13.48 to replace the existing clause 2.13.57. |

2.13.47. In addition to the regular publication described in clause 2.13.45, the Economic Regulation Authority may release a report on any one or more matters where the Economic Regulation Authority has taken one or more actions under clause 2.13.36 or which have been referred to the Electricity Review Board, the findings of the Economic Regulation Authority and the Electricity Review Board, as applicable, on those matters and any sanctions imposed by the Economic Regulation Authority or the Electricity Review Board in relation to those matters.

2.13.48. The Economic Regulation Authority must, and is entitled to, make available the reports referred to in clauses 2.13.45 or 2.13.47 to all Rule Participants and interested parties. However, the Economic Regulation Authority is not required to include details in a report to such a person if the Economic Regulation Authority considers it is inappropriate in the circumstances, including without limitation, where there may be confidentiality issues.

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| **Explanatory Note**  Clauses 2.13.49 to 2.13.51 and clause 2.13.53 set out the new regime with respect to a public register of breaches to be kept by the ERA and published on its website. The intent is that the threat of publication of information related to breaches (such as the identity of the breaching Rule Participant) will encourage Rule Participants’ compliance with the WEM Rules and WEM Procedures. |

Public register

2.13.49. The Economic Regulation Authority must keep a public register of:

(a) breaches of the WEM Rules where the Economic Regulation Authority issued a civil penalty notice under clause 2.13.36(c), that was not set aside by the Electricity Review Board;

(b) any other breaches or contraventions of the WEM Rules the Economic Regulation Authority concludes have occurred where the Economic Regulation Authority reasonably considers that:

i. the benefit to the Wholesale Electricity Market in disclosing the breach outweighs any detriment to the Rule Participant that committed the breach; or

ii. whether, having regard to the nature and impact of the breach, in the Economic Regulation Authority's reasonable opinion, it would expect a breach to be disclosed on the public register.

2.13.49A. The Economic Regulation Authority must keep a public register of:

(a) investigations commenced by the Economic Regulation Authority of alleged breaches of these WEM Rules by Rule Participants, provided that any information identifying Rule Participants is redacted or otherwise anonymised;

(b) investigations closed by the Economic Regulation Authority, where it was determined by the Economic Regulation Authority that no breach had occurred, including any reasons for its determination; and

(c) investigations closed or suspended by the Economic Regulation Authority under clause 2.13.33, including its reasons for closing or suspending the investigation.

2.13.50. Subject to clause 2.13.51, the public register referred to in clause 2.13.49 must include the following information in relation to each breach recorded on the public register:

(a) the name of the Rule Participant that committed the breach;

(b) each provision of the WEM Rules or WEM Procedure that was breached;

(c) all relevant information relating to the time the breach occurred and duration of the breach, including impacted Trading Days and Dispatch Intervals as relevant;

(d) a summary of any action taken by the Rule Participant to remedy the breach, or to prevent a recurrence of the breach; and

(e) the action taken by the Economic Regulation Authority as a result of the breach.

2.13.51. Information must not be included in the public register referred to in clause 2.13.49 if:

(a) the relevant Rule Participant has provided evidence to the Economic Regulation Authority that to do so would contravene a court order or law suppressing or prohibiting the publication of the information; or

(b) the information has been given a class of confidentiality status under Chapter 10 of these WEM Rules other than Public.

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| **Explanatory Note**  Clause 2.13.52 is equivalent to existing clause 2.13.30 and is extended to information published in the public register of breaches under clause 2.13.49. Clause 2.13.52 is further amended as a consequential change to reflect the new framework in Chapter 10. |

2.13.52. Claims for confidentiality of information which may be published under clauses 2.13.45, 2.13.47 or 2.13.53 must be dealt with in accordance with sections 10.2, 10.4 and 10.5.

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| **Explanatory Note**  See Explanatory Note at clause 2.13.49. |

2.13.53. The public register kept by the Economic Regulation Authority under clause 2.13.49 must be published on its website.

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| **Explanatory Note**  Clause 2.13.54 is equivalent to existing clause 2.13.29 and is extended to information published on the public register of breaches under clause 2.13.49. |

2.13.54. No Rule Participant or former Rule Participant is entitled to make any claim against the Economic Regulation Authority for any loss or damage incurred by the Rule Participant from the publication of any information pursuant to clauses 2.13.45, 2.13.47 or 2.13.53 if the publication was done in good faith. No action or other proceeding will be maintainable by the person or Rule Participant referred to in the publication on behalf of or against the Economic Regulation Authority or any person publishing or circulating the publication on behalf of the Economic Regulation Authority and this clause operates as a release for any such publication except where the publication is not done in good faith.

2.14. Market Audit and Compliance Reports

2.14.1. BANANAS must appoint one or more Market Auditors that may be used to conduct the audit described in clause 2.14.2.

2.14.2. BANANAS must ensure that the Market Auditor carries out the audits of the matters identified under clause 2.14.3 no less than annually.

2.14.3. BANANAS must ensure that the Market Auditor carries out the audits of such matters as BANANAS considers appropriate, which must include:

(a) the compliance of BANANAS’s internal procedures and business processes with the WEM Rules;

(b) BANANAS’s compliance with the WEM Rules and WEM Procedures; and

(c) BANANAS’s market software systems and processes for software management.

2.14.4. The Market Auditor must provide BANANAS with a report, and BANANAS must within 30 Business Days of receiving the report either:

(a) accept the report and any recommendations contained in it; or

(b) prepare a separate report setting out the matters raised in the Market Auditor’s report which BANANAS accepts and those which it does not accept and setting out BANANAS’s reasons for that view.

2.14.5. BANANAS must publish the Market Auditor’s report on the WEM Website and any report it prepared under clause 2.14.4(b) within 30 Business Days of receiving the Market Auditor’s report.

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| **Explanatory Note**  Clause 2.14.5A is amended to require the ERA to publish the report on ERA’s compliance with WEM Rules and Procedures. |

2.14.5A. The Economic Regulation Authority must annually provide to the Minister a report on the Economic Regulation Authority’s compliance with the WEM Rules and WEM Procedures and publish the report on its website.

2.14.5B. The Economic Regulation Authority must annually prepare a report for the Minister on BANANAS's compliance with the WEM Rules and WEM Procedures. The report must contain:

(a) reports published in clause 2.14.5; and

(b) the results of any investigations of BANANAS's compliance with the WEM Rules and WEM Procedures carried out by the Economic Regulation Authority.

2.14.5C. The Economic Regulation Authority must provide BANANAS with the report prepared in accordance with clause 2.14.5B, and BANANAS must within 20 Business Days of receiving the report either:

(a) accept the report and any recommendations contained in it; or

(b) prepare a separate report setting out the matters raised in the report which BANANAS accepts and those which it does not accept and setting out BANANAS's reasons for that view and provide it to the Economic Regulation Authority.

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| **Explanatory Note**  Clause 2.14.5D is amended to require the ERA to publish the compliance reports provided to the Minister on the ERA’s website. |

2.14.5D. The Economic Regulation Authority must, within 10 Business Days following the date specified in clause 2.14.5C:

(a) provide to the Minister the report prepared in accordance with clause 2.14.5B and any report prepared by BANANAS under clause 2.14.5C(b); and

(b) publish the reports provided to the Minister under clause 2.14.5D(a) on its website.

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| **Explanatory Note**  Clause 2.14.6 is a new clause that requires the ERA to report to the Minister annually on Network Operators’ compliance with the WEM Rules and WEM Procedures.  Clauses 2.14.7 to 2.14.10 are new clauses that set out the regime applying to the compliance reports and mirrors the regime that applies to BANANAS. |

2.14.6. The Economic Regulation Authority must annually prepare a report for the Minister on each Network Operator’s self-reported compliance with the WEM Rules and WEM Procedures. The report must contain the results of any investigations of each Network Operator’s compliance with the WEM Rules and WEM Procedures carried out by the Economic Regulation Authority.

2.14.7. A Network Operator must cooperate with the Economic Regulation Authority in respect of the Economic Regulation Authority’s preparation of the report on the Network Operator's compliance with the WEM Rules and the WEM Procedures under clause 2.14.6, including providing any information requested by the Economic Regulation Authority for the purposes of the report.

2.14.8. The Economic Regulation Authority must provide each Network Operator with that relevant Network Operator’s report prepared by it under clause 2.14.6, and the relevant Network Operator must within 20 Business Days of receiving the report either:

(a) accept the report and any recommendations contained in it; or

(b) prepare a separate report setting out the matters raised in the report which the Network Operator accepts and those which it does not accept and setting out the Network Operator’s reasons for that view and provide it to the Economic Regulation Authority.

2.14.9. The Economic Regulation Authority must, within 10 Business Days following the date specified in clause 2.14.8:

(a) provide to the Minister the report prepared in accordance with clause 2.14.6 and any report prepared by a Network Operator under clause 2.14.8(b); and

(b) publish the reports provided to the Minister under clause 2.14.9(a) on its website.

2.14.10. The reports to be prepared by the Economic Regulation Authority for the Minister under clauses 2.14.5B and 2.14.6 may, at the Economic Regulation Authority’s discretion, be a single report or multiple reports. Where a report provided to BANANAS or each relevant Network Operator under clauses 2.14.5C or 2.14.8 contains information in respect to the compliance of a Rule Participant other than BANANAS or the relevant Network Operator, as applicable, the Economic Regulation Authority must redact the report to remove the information that does not relate to the compliance of BANANAS or the relevant Network Operator, as applicable.

2.15. Monitoring and Reporting WEM Procedures

2.15.1. The Economic Regulation Authority must maintain and implement a monitoring protocol in a WEM Procedure.

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| **Explanatory Note**  Clause 2.15.2 is amended to also refer the ERA’s obligations to investigate and enforce compliance. |

2.15.2. The purpose of the WEM Procedure specified in clause 2.15.1 is to state how the Economic Regulation Authority will implement its obligations under these WEM Rules to monitor, investigate and enforce Rule Participants’ behaviour for compliance with the WEM Rules and WEM Procedures.

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| **Explanatory Note**  Clause 2.15.3 is deleted and replaced with an amended version that is consolidated with existing clause 2.15.4 and requires the ERA to set out the processes with respect to assigning a risk rating to alleged breaches, for suspending or closing investigations, the matters the ERA is to take into account when considering whether to issue an infringement notice, civil penalty notice, or order, the process and information for a Rule Participant to report an alleged or suspected breach, the manner for BANANAS to provide information requested and the processes with respect to keeping and publishing a public breach register. |

2.15.3. The WEM Procedure specified in clause 2.15.1 must specify:

(a) the Economic Regulation Authority’s monitoring processes for assessing compliance with the WEM Rules and WEM Procedures by Rule Participants, which must include:

i. a process for notice to be given by the Economic Regulation Authority to a Rule Participant that identifies the alleged breach to be investigated by the Economic Regulation Authority; and

ii. a process through which a Rule Participant may make submissions to the Economic Regulation Authority to explain an alleged breach, prior to the Economic Regulation Authority reaching a decision on whether a Rule Participant has breached the WEM Rules or WEM Procedures;

(b) a process for Rule Participants to report alleged breaches of the WEM Rules or WEM Procedures under clauses 2.13.15, 2.13.23 and 2.13.24 including the required information a Rule Participant must provide to the Economic Regulation Authority;

(c) the form that may be used by Rule Participants to report a breach, or suspected breach, of the WEM Rules or WEM Procedures by the Rule Participant to the Economic Regulation Authority in accordance with clause 2.15.3(b);

(d) the processes for the Economic Regulation Authority to assign a risk rating to each alleged breach, including the matters the Economic Regulation Authority will take into account, that will determine whether the alleged breach is required to be investigated by the Economic Regulation Authority;

(e) the processes for investigations of alleged breaches of the WEM Rules or WEM Procedures;

(f) the processes for suspending or closing investigations of alleged breaches of the WEM Rules or WEM Procedures under clause 2.13.33, including the matters the Economic Regulation Authority may take into account in making a decision;

(g) the processes and timeframes applying to a suspended investigation of an alleged breach of the WEM Rules or WEM Procedures, including the timeframes under which a suspended investigation may be resumed;

(h) guidelines for the Economic Regulation Authority when issuing warnings about alleged breaches of the WEM Rules or WEM Procedures to Rule Participants under clause 2.13.36(a);

(i) the process for bringing proceedings before the Electricity Review Board for an order to be made by the Electricity Review Board under the WEM Regulations;

(j) the processes to be followed by the Economic Regulation Authority, including the matters the Economic Regulation Authority may take into account and the circumstances it may have regard to, when deciding to issue a civil penalty notice under clause 2.13.36(c) and determining the Civil Penalty Amount to be imposed;

(k) the processes for keeping a public register of breaches under clause 2.13.49 and publishing the public register in accordance with clause 2.13.53;

(l) the processes it will require BANANAS and the Network Operator to implement to assist the Economic Regulation Authority in monitoring and assessing Rule Participants’ compliance with the WEM Rules and WEM Procedures; and

(m) any other relevant matters under sections 2.13, 2.14 and 2.15.

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| **Explanatory Note**  Existing clauses 2.15.6A, 2.15.6B, 2.156C are deleted and replaced with a new clause 2.15.4 outlining the processes and procedures BANANAS will undertake in carrying out its monitoring and compliance related obligations under the WEM Rules. |

2.15.4. BANANAS must develop a WEM Procedure to set out:

(a) how BANANAS will carry out its obligations to monitor Rule Participants' behaviour for compliance under clause 2.13.7;

(b) how BANANAS will monitor dispatch compliance before, during or after a Dispatch Instruction event;

(c) how BANANAS will carry out its obligations to support the Economic Regulation Authority under clauses 2.13.4, 2.13.8 and 2.13.9;

(d) the notification and reporting processes that BANANAS will use to notify the Economic Regulation Authority under clause 2.13.14 and 2.13.15;

(e) the situations where BANANAS considers it does not need to notify the Economic Regulation Authority of an alleged breach under clause 2.13.14; and

(f) any other matters relevant to BANANAS’s obligations in section 2.13.

2.16. Monitoring the Effectiveness of the Market

2.16.1. BANANAS is responsible for collection of, and providing access to, data in accordance with this section 2.16. BANANAS must compile the data identified in the Market Surveillance Data Catalogue and provide access to that data to the Coordinator and the Economic Regulation Authority.

2.16.2. BANANAS must develop a Market Surveillance Data Catalogue, which identifies data to be compiled concerning the market.

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| **Explanatory Note**  Changes to clause 2.16.2A allow the ERA to provide BANANAS a list of WEM Rules that BANANAS must monitor for compliance, and new clause 2.16.2AA allows BANANAS and the ERA to negotiate on the types of information included (based on practicality and cost) and the time and date this information is provided. The intent of this policy change is to allow the ERA more flexibility in directing BANANAS to monitor compliance with Rule changes where BANANAS is the party best placed to do so, and for this list of WEM Rules monitoring by BANANAS to change over time to remain more relevant as the market evolves. Transparency will be provided to Market Participants on the types of information being provided through the Market Surveillance Data Catalogue (MSDC) and WEM Rules being monitored by BANANAS as both of these will be combined and published as one list for transparency.  Changes to 2.16.2E and 2.16.2F are consequential to this policy change. |

2.16.2A. The Coordinator and the Economic Regulation Authority, as relevant, must:

(a) in the case of the Coordinator and the Economic Regulation Authority, provide to BANANAS a combined list of data items to be included by BANANAS in the Market Surveillance Data Catalogue, being information required by the Coordinator and the Economic Regulation Authority to perform their functions under these WEM Rules;

(aA) in the case of the Economic Regulation Authority, provide to BANANAS a list of the WEM Rules that BANANAS must monitor for compliance, and is required to report any alleged breaches of, to the Economic Regulation Authority; and

(b) publish a combined list of the data items under clause 2.16.2A(a) and WEM Rules under 2.16.2A(aA) on their respective websites.

2.16.2AA. In developing the list of WEM Rules under clause 2.16.2A(aA) and for any subsequent updates to the list, the Economic Regulation Authority must, in consultation with BANANAS:

(a) reach agreement in respect of the proposed date and time for BANANAS to commence monitoring each of the WEM Rules on the list, which must allow a reasonable time for BANANAS to implement any required monitoring changes; and

(b) consider the practicality and cost for BANANAS to monitor compliance with each of the WEM Rules on the list.

2.16.2B. BANANAS must provide access to all data items in the Market Surveillance Data Catalogue, including the items in the combined list of data items provided to BANANAS under clause 2.16.2A(a), to the Coordinator and the Economic Regulation Authority.

2.16.2C. Where BANANAS does not provide access to all of the data items required to be provided to the Coordinator or the Economic Regulation Authority through the Market Surveillance Data Catalogue under clause 2.16.2B, BANANAS must notify the Coordinator and the Economic Regulation Authority:

(a) of the reasons why the data items are not available; and

(b) when BANANAS expects that the data items will be available to access in the Market Surveillance Data Catalogue.

2.16.2D. The Coordinator or the Economic Regulation Authority may request access to historical versions of data items in the Market Surveillance Data Catalogue from BANANAS. BANANAS must provide access to historical versions of those data items to both the Coordinator and the Economic Regulation Authority (regardless of who made the request), as soon as practicable.

2.16.2E. The Coordinator or the Economic Regulation Authority may, from time to time, request BANANAS to include new data items in the Market Surveillance Data Catalogue, and the Economic Regulation Authority may update the list of WEM Rules referred to in clause 2.16.2A(aA), by:

(a) updating the combined list of data items under clause 2.16.2A(a) or, in the case of the Economic Regulation Authority, by updating the list of WEM Rules referred to in clause 2.16.2A(aA), and providing the updated combined list to BANANAS and the Coordinator or Economic Regulation Authority (as relevant); and

(b) publishing the updated combined list of data items and WEM Rules on their respective websites.

2.16.2F. On receipt of an updated combined list of data items and WEM Rules under clause 2.16.2E(a) from the Coordinator or the Economic Regulation Authority, BANANAS must update the Market Surveillance Data Catalogue as applicable, and advise both the Coordinator and the Economic Regulation Authority of the date on which access to the new data items will be available.

2.16.3. BANANAS must maintain the Market Surveillance Data Catalogue, and must update it whenever it changes in accordance with clause 2.16.2E. BANANAS must:

(a) develop, maintain and provide access to a data dictionary for the data items in the Market Surveillance Data Catalogue contained in BANANAS’s WEM systems. The data dictionary must:

i. contain sufficient information to enable a reasonable person to understand and locate the data items contained in BANANAS’s WEM systems;

ii. define all data items, including a cross reference to the relevant WEM Rules under which the data is produced or exchanged;

iii. where applicable, provide details of any preprocessing or analysis applied to data items; and

iv. where applicable, provide a means of identifying any revisions of data items and the timing of any such revisions;

(b) maintain the accuracy and quality of all data items to which access is provided to the Coordinator and the Economic Regulation Authority in accordance with clause 2.16.2B; and

(c) where it becomes aware that any of the data items is incorrect or inconsistent, correct or make consistent, as applicable, the data item as soon as practicable.

2.16.4. [Blank]

2.16.5. [Blank]

2.16.6. Where the Coordinator or the Economic Regulation Authority (as applicable) considers that it is necessary or desirable for the performance of its functions under these WEM Rules, the WEM Regulations or the Electricity Industry Act, or the functions of BANANAS under this section 2.16, the Coordinator or the Economic Regulation Authority (as applicable) may collect additional information from Rule Participants as follows:

(a) the Coordinator or the Economic Regulation Authority (as applicable) may issue a notice to one or more Rule Participants requiring them to provide specified data to the Coordinator or the Economic Regulation Authority (as applicable) by a date (which the Coordinator or the Economic Regulation Authority (as applicable) considers to be reasonable);

(b) Market Participants must provide any information requested by the Coordinator or the Economic Regulation Authority (as applicable) by the date specified in the notice;

(bA) subject to its obligations of confidentiality under these WEM Rules or otherwise, the Coordinator must use reasonable endeavours to provide any information requested by the Economic Regulation Authority by the date specified in the notice; and

(c) the Coordinator or the Economic Regulation Authority (as applicable) must provide this information to BANANAS where the Coordinator or the Economic Regulation Authority (as applicable) considers that it is necessary or desirable for the performance of BANANAS's functions under this section 2.16.

2.16.7. Without limitation, additional information that can be collected by the Coordinator or the Economic Regulation Authority (as applicable) includes:

(a) cost data for Synergy, including actual fuel costs by Trading Interval;

(b) BANANAS’s operational records (whether held by BANANAS or which BANANAS may require from another person under these WEM Rules), including SCADA records, of the level of utilisation and fuel related data for each of Synergy’s Registered Facilities by Trading Interval; and

(c) the terms of Bilateral Contracts entered into by Synergy.

2.16.8. Rule Participants may notify BANANAS or the Economic Regulation Authority of behaviour that they consider reduces the effectiveness of the market, including behaviour related to market power, and the Economic Regulation Authority, with the assistance of BANANAS, must investigate the behaviour identified in each relevant notification.

2.16.8A. BANANAS must notify the Economic Regulation Authority of any behaviour a Rule Participant notifies it about under clause 2.16.8.

2.16.9. The Economic Regulation Authority must investigate any market behaviour if it considers that the behaviour has resulted in the market not functioning effectively. The Economic Regulation Authority, with the assistance of BANANAS, must monitor:

(a) the criteria and processes used by BANANAS for the procurement of Essential System Services through the Real-Time Market, the SESSM, and under any contracts entered into by BANANAS; and

(b) inappropriate and anomalous market behaviour, including behaviour related to market power and the exploitation of shortcomings in the WEM Rules or WEM Procedures by Rule Participants.

2.16.9A. [Blank]

2.16.9B. [Blank]

2.16.9C. [Blank]

2.16.9D. [Blank]

2.16.9E. Where the Economic Regulation Authority conducts an investigation after receiving a notification from a Rule Participant under clause 2.16.8, or from BANANAS under clause 2.16.8A, then, without limitation, the Economic Regulation Authority must examine any information provided in the notification, any information or data in its possession, including any data or information the Economic Regulation Authority requests from the relevant Rule Participant under clause 2.16.6, or from BANANAS under clause 2.16.8, to assist in the investigation.

2.16.9F. Subject to clause 2.16.9FA, the Economic Regulation Authority must publish the results of its investigations within six months from receiving a notification from a Rule Participant under clause 2.16.8, or from BANANAS under clause 2.16.8A. If that day is not a Business Day, then the next Business Day following that six month period will apply.

2.16.9FA. Subject to clause 2.16.9FB, the Economic Regulation Authority may extend the timeframe for an investigation under clause 2.16.9E for a period of up to six months, to the nearest Business Day following that six month extension period. Where the Economic Regulation Authority makes such an extension it must publish a notice of the extension on its website. The Economic Regulation Authority may extend the timeframe for an investigation more than once.

2.16.9FB. A notice of extension under clause 2.16.9FA must not include any information identifying the Rule Participant under investigation.

2.16.10. [Blank]

2.16.11. The Economic Regulation Authority must provide to the Coordinator and the Minister a report on the effectiveness of the market and dealing with the matters identified in clause 2.16.9, if the Economic Regulation Authority considers that any specific events, or systemic behaviour or matters have impacted on the effectiveness of the market.

2.16.12. [Blank]

2.16.13. In carrying out its responsibilities under clause 2.16.9(b), the Economic Regulation Authority must:

(a) estimate the prevalence of such behaviour;

(b) estimate the cost to end users of such behaviour;

(c) estimate the impact of such behaviour on the effectiveness of the market in meeting the Wholesale Market Objectives;

(d) consult with Market Participants on the impacts of such behaviour;

(e) estimate the benefits and costs of any recommended measure to reduce such behaviour. The Economic Regulation Authority:

i. may use market simulation tools to estimate the benefits and costs;

ii. must give consideration to:

1. the probability of success of the measure in reducing the behaviour;

2. the implications on the efficiency of the market of implementing the measure; and

3. the costs of compliance as a result of implementing the measure;

(f) where the benefits of any change are estimated to exceed the cost, make recommendations to the Coordinator and the Minister for implementing the measures in a report under clause 2.16.11; and

(g) provide details of its findings in a report to the Coordinator and the Minister under clause 2.16.11.

2.16.13A. The Coordinator is responsible for the development of the market and, with the assistance of the Economic Regulation Authority and BANANAS, must monitor market design problems or inefficiencies.

2.16.13B. In carrying out its responsibilities under clause 2.16.13A, the Coordinator must also monitor:

(a) the effectiveness of the compliance monitoring and enforcement measures in the WEM Rules and Regulations, including, but not limited to:

i. the effectiveness of the Economic Regulation Authority’s surveillance activities under sections 2.16A to 2.16D; and

ii. the appropriateness of the parameters for determining a Material Portfolio and Material Constrained Portfolio under clauses 2.16C.1 and 2.16C.2;

(b) the effectiveness of BANANAS in carrying out its functions under the Regulations, the WEM Rules and WEM Procedures;

(c) the effectiveness of Network Operators in carrying out their functions under the WEM Rules and WEM Procedures; and

(d) the efficiency and effectiveness of the methodologies for determining the Market Price Limits and the Benchmark Reserve Capacity Price.

2.16.13C. If in the performance of its functions under these WEM Rules the Economic Regulation Authority identifies a market design problem or inefficiency, the Economic Regulation Authority may provide to the Coordinator and the Minister a report describing the problem or inefficiency and must publish the report on its website.

2.16.13D. The Coordinator must provide to the Minister a report dealing with the matters identified in clauses 2.16.13A and 2.16.13B at least once in every three years, with the first such report due by 1 July 2025.

2.16.13E. A report referred to in clause 2.16.13D must address, but is not limited to, the following matters:

(a) market trends, which may include:

i. a summary of the information and data compiled by BANANAS and the Economic Regulation Authority under clause 2.16.1; and

ii. any other matter or information the Coordinator considers relevant and appropriate to include;

(b) any recommended measures to increase the effectiveness of the market in meeting the Wholesale Market Objectives to be considered by the Minister.

2.16.13F. The Coordinator must ensure that an independent person carries out an audit of the effectiveness of the WEM Rule change process and Procedure Change Process no less than every three years. The independent person must provide the Coordinator with a report, and the Coordinator must within 30 Business Days of receiving the report either:

(a) accept the report and any recommendations contained in it; or

(b) prepare a separate report setting out the matters raised in the independent person’s report which the Coordinator accepts and those which it does not accept and setting out Coordinator’s reasons for that view; and

(c) publish the independent person’s report and any report it prepared under clause 2.16.13F(b) within 30 Business Days of receiving the independent person’s report.

2.16.14. The Coordinator or the Economic Regulation Authority (as applicable) may use any information collected under this section 2.16, including information provided to it by BANANAS, for the purpose of carrying out any of its functions under the WEM Rules. The Coordinator or the Economic Regulation Authority (as applicable) must treat information collected under this section 2.16 as confidential and must not publish any of that information other than in accordance with this section 2.16 or where required in the performance of the Coordinator's functions or the Economic Regulation Authority’s functions (as applicable) under the WEM Rules. BANANAS must use information provided to it by the Coordinator or the Economic Regulation Authority under clause 2.16.6(c) only for the purpose of carrying out its functions under this section 2.16. BANANAS must treat information provided to it by the Coordinator or the Economic Regulation Authority under clause 2.16.6(c) as confidential and must not publish any of that information other than in accordance with this section 2.16.

2.16.15. Where the Economic Regulation Authority provides a report to the Minister in accordance with clause 2.16.11, it must, after consultation with the Minister, publish a version of the report which has confidential or sensitive data aggregated or removed. An assessment of the results of the Economic Regulation Authority’s monitoring under clause 2.16.9(b) must be included in the published version of the report.

2.16.15A. Where the Coordinator provides a report to the Minister in accordance with clause 2.16.13D, it must, after consultation with the Minister, publish a version of the report which has confidential or sensitive data aggregated or removed.

2.16.16. In respect of any reports published under this section 2.16, only aggregate or summary statistics of confidential data may be published. The aggregation must be at a level sufficient to ensure the underlying data cannot be identified. Where aggregated data is derived from confidential data collected from three or less Market Participants, then this data should not be published.

Market Power Mitigation

2.16A. General Trading Obligations

2.16A.1. A Market Participant must offer prices in each of its STEM Submissions and Real‑Time Market Submissions that reflect only the costs that a Market Participant without market power would include in forming profit-maximising price offers in a STEM Submission or Real-Time Market Submission.

2.16A.2. The Economic Regulation Authority must not determine that a Market Participant has engaged in conduct prohibited by clause 2.16A.1 unless the Economic Regulation Authority has first determined that the Market Participant had market power at the time of offering the relevant prices in its STEM Submission or Real‑Time Market Submission.

2.16A.3. A Market Participant must not engage in conduct in the STEM or Real-Time Market that:

(a) is false, misleading or deceptive, or likely to mislead or deceive;

(b) is fraudulent, dishonest or in bad faith; or

(c) has the purpose, or has or is likely to have the effect, of distorting or manipulating prices in the Wholesale Electricity Market.

2.16A.4. In determining whether a Market Participant has engaged in conduct prohibited by clause 2.16A.3, the Economic Regulation Authority may take into account:

(a) historical STEM Submissions or Real-Time Market Submissions made by the Market Participant with effect on or after the New WEM Commencement Day, including changes to STEM Submissions and Real-Time Market Submissions in which there is, or there appears to be, a pattern of behaviour that may indicate such conduct was engaged in;

(b) the timeliness and accuracy of notification of Forced Outages by the Market Participant;

(c) information regarding whether the Market Participant did not comply with a Dispatch Instruction in respect of its Facility and the reasons for the non-compliance; and

(d) any other information the Economic Regulation Authority considers relevant to its determination.

2.16A.5. A STEM Submission or a Real-Time Market Submission is not made in bad faith under clause 2.16A.3(b) if, at the time it is submitted, the Market Participant had a genuine intention to honour the terms of that STEM Submission or Real-Time Market Submission if the material conditions and circumstances upon which the STEM Submission or Real-Time Market Submission was based remained unchanged until the relevant Trading Interval.

2.16A.6. A Market Participant may be taken to have made a STEM Submission or a Real‑Time Market Submission in bad faith notwithstanding that the intention of the Market Participant is ascertainable only by inference from:

(a) the conduct of the Market Participant;

(b) the conduct of any other person; or

(c) the relevant circumstances.

2.16A.7. If a Market Participant does not have reasonable grounds for a price, quantity, or Ramp Rate Limit, as applicable, it has included in a Real-Time Market Submission at the time it submits that Real-Time Market Submission, then the Market Participant is, for the purposes of clause 2.16A.3(a), taken to have known that the Real-Time Market Submission was likely to lead to another Rule Participant being misled or deceived as to the existence or non-existence of a material fact relating to the Real‑Time Market.

2.16A.8. For the purposes of clause 2.16A.7, a Market Participant must adduce evidence that it had reasonable grounds for including a price, quantity or Ramp Rate Limit, as applicable, in the Real-Time Market Submission. To avoid doubt, the effect of this clause is to place an evidentiary burden on a Market Participant, and this clause does not have the effect that, merely because such evidence is adduced, the Market Participant who submitted the Real-Time Market Submission is taken to have had reasonable grounds for including a price, quantity or Ramp Rate Limit, as applicable.

2.16A.9. Clause 2.16A.7 does not imply that merely because a Market Participant had reasonable grounds for making the representation or the conduct referred to in Chapter 7, in respect of the Real-Time Market, and in particular putting the price, quantity or Ramp Rate Limit, as applicable, in a Real-Time Market Submission submitted by the Market Participant, that such representation or conduct is not misleading.

2.16B. Portfolio Assessment

2.16B.1. The Economic Regulation Authority must, in accordance with the WEM Procedure referred to in clause 2.16D.15:

(a) by 1 April and 1 October each year, identify each Portfolio operating in the Wholesale Electricity Market by applying the following principles:

i. each Scheduled Facility, Semi-Scheduled Facility and Non‑Scheduled Facility must be allocated to one, but not more than one, Portfolio;

ii. Registered Facilities which are owned by or registered to the same Market Participant must be allocated to the same Portfolio;

iii. Registered Facilities which are owned by or registered to Market Participants that are associated entities (as that expression is defined in the Corporations Act) must be allocated to the same Portfolio;

iv. Registered Facilities which are registered to, or owned or controlled by, a Market Participant or other entity, and Registered Facilities that are registered to, or owned or controlled by, an associated entity of that Market Participant or other entity (as those expressions are defined in the Corporations Act) must be allocated to the same Portfolio; and

v. without limiting clause 2.16B.1(a)(i), a Registered Facility must not be allocated to a Portfolio containing another Registered Facility unless it is required by clauses 2.16B.1(a)(ii), 2.16B.1(a)(iii) or 2.16B.1(a)(iv); and

(b) within 10 Business Days of identifying each Portfolio under clause 2.16B.1(a), publish a list on its website specifying the name of each Registered Facility within each identified Portfolio.

2.16B.2. Within 10 Business Days of the end of each Rolling Test Window, the Economic Regulation Authority must, in accordance with the WEM Procedure referred to in clause 2.16D.15, identify:

(a) each Constraint Equation for a Network Constraint that bound during one or more Dispatch Intervals in the Rolling Test Window; and

(b) each Constrained Portfolio for each Constraint Equation identified under clause 2.16B.2(a).

2.16B.3. The Economic Regulation Authority may, in carrying out its obligations under clause 2.16B.2, specify a Registered Facility within more than one Constrained Portfolio.

2.16C. Market Power Test

2.16C.1. The Economic Regulation Authority must, in accordance with the WEM Procedure referred to in clause 2.16D.15:

(a) within 10 Business Days of identifying each Portfolio p under clause 2.16B.1(a), calculate Portfolio p’s percentage share of the total maximum sent out capacity of all Registered Facilities assigned to a Portfolio as follows:

where:

i. MSOC(f) is the maximum sent out capacity specified for Registered Facility f in Appendix 1(b)(v), Appendix 1(c)(v) or Appendix 1(d)(v) as applicable;

ii. f∈p denotes all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities f assigned to Portfolio p; and

iii. f∈Facilities denotes all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities assigned to a Portfolio identified under clause 2.16B.1(a);

(b) identify each Portfolio where the value determined under clause 2.16C.1(a) is equal to or greater than 10% ("**Material Portfolio**"); and

(c) within 10 Business Days of identifying each Material Portfolio under clause 2.16C.1(b):

i. publish the results of the calculations carried out under clause 2.16C.1(a) on its website; and

ii. notify each Market Participant that has a Registered Facility assigned to a Material Portfolio identified under clause 2.16C.1(b).

2.16C.1A. Each set of Material Portfolios identified by the Economic Regulation Authority under clause 2.16C.1(b) replaces the previous set of Material Portfolios identified by the Economic Regulation Authority under clause 2.16C.1(b) (if any) with effect from the time that the Economic Regulation Authority publishes the results of the relevant calculations under clause 2.16C.1(c)(i).

2.16C.2. The Economic Regulation Authority must, not more than 20 Business Days following the end of a Rolling Test Window, in accordance with the WEM Procedure referred to in clause 2.16D.15:

(a) calculate for that Rolling Test Window and for any relevant Fixed Assessment Period, as a percentage, the Constrained Uplift Payment Ratio for each Constrained Portfolio identified under clause 2.16B.2(b) as follows:

where:

i. CP\_UP is the number of Dispatch Intervals in the Rolling Test Window or Fixed Assessment Period (as applicable) in which:

1. the Constraint Equation relevant to the identification of the Constrained Portfolio identified under clause 2.16B.2(a) bound; and

2. a Registered Facility in the Constrained Portfolio received an Energy Uplift Payment; and

ii. NC is the total number of Dispatch Intervals in the Rolling Test Window or Fixed Assessment Period (as applicable) in which the Constraint Equation relevant to the identification of the Constrained Portfolio bound;

(b) identify each Constrained Portfolio with a Constrained Uplift Payment Ratio equal to or greater than 10% as calculated under clause 2.16C.2(a) ("**Material Constrained Portfolio**");

(c) publish the results of the calculations carried out under clauses 2.16C.2(a) and 2.16C.2(b) on its website; and

(d) notify each Market Participant that has a Registered Facility assigned to a Material Constrained Portfolio identified under clause 2.16.2C(b).

2.16C.2A. Each set of Material Constrained Portfolios identified by the Economic Regulation Authority under clause 2.16C.2(b) replaces the previous set of Material Constrained Portfolios identified by the Economic Regulation Authority under clause 2.16C.2(b) (if any) with effect from the time that the Economic Regulation Authority publishes the results of the relevant calculations under 2.16C.2(c).

2.16C.3. By no later than three months from the date of receipt of a notice from the Economic Regulation Authority under clause 2.16C.1(c)(ii) or clause 2.16C.2(d), a Market Participant must, in accordance with the WEM Procedure referred to in clause 2.16D.15:

(a) maintain adequate records (that are capable of independent verification) of the internal governance arrangements the Market Participant has in place to comply with its obligations under clause 2.16A.1;

(b) maintain adequate records (that are capable of independent verification) of the methods, assumptions and cost inputs the Market Participant used to develop the prices in the Portfolio Supply Curve offered in its STEM Submissions or Standing STEM Submissions, including, for each relevant Facility; and

(c) maintain adequate records (that are capable of independent verification) of the methods and cost inputs the Market Participant used to develop the prices offered, quantities and Ramp Rate Limits in its Real-Time Market Submissions or Standing Real-Time Market Submissions, including, for each relevant Facility.

2.16C.4. The Economic Regulation Authority must monitor the following price offers for compliance with clause 2.16A.1:

(a) the prices offered by a Market Participant which has one or more Registered Facilities assigned to a Material Portfolio in its STEM Portfolio Supply Curve; and

(b) the prices offered by a Market Participant in its Real-Time Market Submissions for each of its Registered Facilities assigned to a Material Portfolio or a Material Constrained Portfolio.

2.16C.5. A Market Participant must not make an Irregular Price Offer that results in an inefficient market outcome.

2.16C.6. The Economic Regulation Authority must investigate potential breaches of clause 2.16A.1:

(a) in accordance with clause 2.13.27 and the WEM Procedure referred to in clause 2.16D.15; and

(b) having regard to the Offer Construction Guideline,

and if it considers that:

(c) a price offered by a Market Participant in its Portfolio Supply Curve was inconsistent with the price that a Market Participant without market power would offer in a profit-maximising Portfolio Supply Curve; or

(d) a price offered by a Market Participant in its Real-Time Market Submissions was inconsistent with the price that a Market Participant without market power would offer in a profit-maximising Real-Time Market,

the Economic Regulation Authority must determine that the price was an Irregular Price Offer.

2.16C.7. The Economic Regulation Authority must investigate and determine, in accordance with clause 2.13.27 and the WEM Procedure referred to in clause 2.16D.15, whether an Irregular Price Offer determined under clause 2.16C.6 has resulted in an inefficient market outcome.

2.16C.8. Without limiting clauses 2.16C.6 and 2.16C.7, the Economic Regulation Authority must make a determination under clause 2.16C.6 and, if necessary, under clause 2.16C.7, no later than six months from the day the Economic Regulation Authority commenced its investigation under clause 2.16C.6.

2.16C.9. In conducting an investigation under clause 2.16C.7, the Economic Regulation Authority:

(a) must consider any changes to:

i. a STEM Clearing Price or Reference Trading Price;

ii. Energy Uplift Payments; or

iii. the quantities of energy scheduled in respect of Market Participants in the STEM Auction, or the dispatch of Facilities in the Real-Time Market,

that are likely to have occurred as a result of the Irregular Price Offer; and

(b) may consider any other matters it considers relevant.

2.16C.10. If, following an investigation, the Economic Regulation Authority has determined pursuant to clause 2.16C.6 and clause 2.16C.7 that a Market Participant has breached the obligation specified in clause 2.16C.5, the Economic Regulation Authority must:

(a) at least two Business Days prior to publication of its determination under clause 2.16C.10(b), notify the relevant Market Participant of the determination; and

(b) publish on its website details of its determination, including the name of the relevant Market Participant and the Irregular Price Offer to which the determination relates.

2.16C.11. For the avoidance of doubt, the Economic Regulation Authority may investigate any alleged breach of clause 2.16A.1, even if the Economic Regulation Authority was not monitoring the Market Participant’s price offers under clause 2.16C.4 at the time the alleged breach occurred.

2.16D. Guidance, WEM Procedures and Consultation Framework

2.16D.1. The Economic Regulation Authority must develop, maintain and publish on its website, the following guidelines:

(a) an Offer Construction Guideline that:

i. provides guidance to Market Participants in relation to the price offer obligations under clause 2.16A.1;

ii. details how the Economic Regulation Authority will assess prices offered under clause 2.16C.6;

iii. permits the recovery of all efficient variable costs of producing the relevant electricity, including all costs incurred under long-term take-or-pay fuel contracts;

iv. outlines how the Economic Regulation Authority will consider price offers for different Facility types, including Electric Storage Resources;

v. provides examples illustrating the types of conduct that the Economic Regulation Authority considers would be likely to contravene the price offer obligations under clause 2.16A.1; and

vi. provides guidance to Market Participants on how the Economic Regulation Authority will assess inefficient market outcomes under clause 2.16C.7; and

(b) a Trading Conduct Guideline that must provide clarity and guidance to Market Participants regarding the prohibited conduct described in clause 2.16A.3. The Trading Conduct Guideline must provide examples illustrating the types of conduct that the Economic Regulation Authority considers would be likely to contravene clause 2.16A.3.

2.16D.2. Subject to the provisions of this section 2.16D, the Economic Regulation Authority may amend the guidelines to be developed and maintained under clause 2.16D.1 at any time.

2.16D.3. In developing and maintaining the guidelines under clause 2.16D.1, or any amendments to them under clause 2.16D.2, the Economic Regulation Authority must publish on its website:

(a) a draft report containing a copy of the proposed guidelines, or the proposed amendments to the guidelines, as applicable, and a request for submissions;

(b) the closing date for submissions, which must be no earlier than four weeks after the date of publication of the draft report; and

(c) a copy of all submissions received provided that if a submission contains information that the Economic Regulation Authority reasonably considers to be confidential, the Economic Regulation Authority may redact that information to the extent it considers appropriate.

2.16D.4. Following the closing date for submissions on the draft report published under clause 2.16D.3, the Economic Regulation Authority must publish a final report on its website containing:

(a) the final guidelines, or the amendments to the guidelines, as applicable;

(b) where applicable, the reasons for the amendment to the guidelines;

(c) a summary of any submissions received by the Economic Regulation Authority on the draft report published under clause 2.16D.3 that were received within the time specified, and any late submissions the Economic Regulation Authority has decided, in its discretion, to take into account;

(d) the Economic Regulation Authority’s responses to the issues raised in those submissions;

(e) any other matters the Economic Regulation Authority considers relevant to the guidelines, or the amendment to the guidelines, as applicable; and

(f) the date that the final guidelines, or the amendment to the guidelines, will commence.

2.16D.5. A Market Participant that has received a notice from the Economic Regulation Authority under clauses 2.16C.1(c)(ii) or 2.16C.2(d) may, in accordance with clause 2.16D.6, request guidance from the Economic Regulation Authority in relation to the Offer Construction Guideline, including, for the purposes of the Economic Regulation Authority's assessment of prices offered under clause 2.16C.6, how the matters in the Offer Construction Guideline may apply to the Market Participant's Registered Facility.

2.16D.6. A request made by a Market Participant under clause 2.16D.5 must:

(a) be in writing;

(b) identify the matters in the Offer Construction Guideline on which the Market Participant is seeking guidance;

(c) specify the Market Participant's reasons for seeking guidance;

(d) where relevant, provide supporting materials that illustrate or evidence the matters raised in the request; and

(e) include any other information specified in the WEM Procedure referred to in clause 2.16D.15.

2.16D.7. Within 20 Business Days of receipt of a request under clause 2.16D.5, the Economic Regulation Authority must:

(a) consider the request; and

(b) subject to clause 2.16D.10, use reasonable endeavours to provide guidance on the matters specified in the request.

2.16D.8. The Economic Regulation Authority may request further information from a Market Participant that has made a request under clause 2.16D.5. If, within 15 Business Days of the date of the Economic Regulation Authority's request for further information, the Market Participant does not provide the information requested, or the Economic Regulation Authority reasonably considers the information provided is not satisfactory, the Market Participant will be deemed to have withdrawn the relevant request.

2.16D.9. If the Economic Regulation Authority issues a request for further information under clause 2.16D.8, the timeframe specified in clause 2.16D.7 for the Economic Regulation Authority to provide the relevant guidance will recommence from the date the Market Participant has provided all of the further information requested by the Economic Regulation Authority.

2.16D.10. The Economic Regulation Authority is not required to provide guidance to a Market Participant in relation to a request under clause 2.16D.5 where it considers that:

(a) the Offer Construction Guideline already provides sufficient guidance on the matters raised in the request;

(b) the request does not meet the requirements in clause 2.16D.6;

(c) the cost the Economic Regulation Authority would incur to provide the guidance sought in the request is unreasonable or excessive; or

(d) the request is substantially similar to a previous request considered by the Economic Regulation Authority from the same Market Participant.

2.16D.11. Subject to clause 2.16D.12, any guidance provided by the Economic Regulation Authority pursuant to clause 2.16D.7 is not binding on the Economic Regulation Authority, the Market Participant who made the request, or any other person, and the Economic Regulation Authority may, at any time, reconsider, revise or withdraw any guidance provided to a Market Participant.

2.16D.12. In conducting an investigation under clauses 2.16C.6 or 2.16C.7, the Economic Regulation Authority must take into account any guidance it may have provided to the Market Participant under clause 2.16D.7 that is relevant to the matters being investigated.

2.16D.13. Where the Economic Regulation Authority provides guidance to a Market Participant under clause 2.16D.7, the Economic Regulation Authority must consider whether the Offer Construction Guideline should be amended to reflect that guidance. Where the Economic Regulation Authority considers the Offer Construction Guideline should be amended, the Economic Regulation Authority must initiate an amendment to the Offer Construction Guideline in accordance with clause 2.16D.3 as soon as practicable.

2.16D.14. The Economic Regulation Authority must publish on its website a copy of any guidance provided to a Market Participant under clause 2.16D.7 provided that the Economic Regulation Authority must first redact all information that is confidential or commercially sensitive in the guidance, including the name of the Market Participant to whom the guidance was provided. Where the Economic Regulation Authority considers the guidance cannot be redacted to ensure the identity of the Market Participant to whom the guidance was provided remains confidential, the Economic Regulation Authority is not required to publish the guidance.

2.16D.15. The Economic Regulation Authority must document in a WEM Procedure:

(a) the methodologies and processes to be followed by the Economic Regulation Authority in relation to:

i. identifying each Portfolio and Constrained Portfolio operating in the Wholesale Electricity Market pursuant to clauses 2.16B.1(a) and 2.16B.2, respectively;

ii. carrying out the calculations under clauses 2.16C.1(a) and 2.16C.2(a) in relation to identifying each Material Portfolio and Material Constrained Portfolio, respectively; and

iii. monitoring prices offered by a Market Participant under clause 2.16C.4, and making determinations under clauses 2.16C.6 and 2.16C.7 in relation to those price offers;

(b) the types and format of the information, and level of detail required to be maintained or recorded by a Market Participant to enable the Economic Regulation Authority to carry out its monitoring of price offers under clause 2.16C.4; and

(c) details of the processes the Economic Regulation Authority and Market Participants must follow in respect to a request for guidance under clause 2.16D.5, which may include a template that a Market Participant must use for making a request.

2.16E. Irregular Price Offers – Limited Application of Section 2.13

2.16E.1. Subject to clauses 2.16C.6 and 2.16C.7, the Economic Regulation Authority must not, in respect of a price offer described in clause 2.16C.4, investigate a Market Participant under clause 2.13.27, or take enforcement action under clause 2.13.36 for a breach of clause 2.16A.1, where the Economic Regulation Authority has determined under clause 2.16C.7 that an Irregular Price Offer by the Market Participant has not resulted in an inefficient market outcome.

2.16E.2. Where the Economic Regulation Authority has determined that an Irregular Price Offer by a Market Participant has not resulted in an inefficient market outcome, the Economic Regulation Authority must notify the Market Participant of the results of the investigation and the reasons for its decision.

Reviewable Decisions and Disputes

2.17. Reviewable Decisions

2.17.1. A Rule Participant whose interests are adversely affected by a Reviewable Decision or a decision subject to Procedural Review, may apply to the Electricity Review Board for a review of that decision in accordance with the WEM Regulations.

2.17.2. Decisions by BANANAS, the Economic Regulation Authority, the Coordinator or a Network Operator, as applicable, made under the following clauses may be subject to a Procedural Review:

(a) clauses 2.5.6(c), 2.5.9, 2.6.3A(a) and 2.7.7A(a); and

(b) clauses 2.10.2A(a) and 2.10.13.

2.17.3. In accordance with the WEM Regulations, a Rule Participant may apply to the Electricity Review Board for a review of Reviewable Decisions or a decision made under clauses subject to Procedural Review.

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| **Explanatory Note**  In order not to unnecessarily delay processes or introduce a decision maker other than BANANAS and the relevant Network Operator in respect of generator performance standards, certain parts of Chapter 3A will not be subject to the general ability to raise a dispute under the WEM Rules. These are:   * a decision to exempt generating works connected to a transmission system; * a decision to refuse to renegotiate a Registered Generator Performance Standard; * a decision in respect of a Rectification Plan; and * a decision to declare a Potential Relevant Generation Modification to be a Relevant Generator Modification.   Clause 2.18.1 is amended to remove the dispute resolution mechanism in section 1.42 for Existing Transmission Connected Market Generators from the dispute process so that the dispute resolution mechanism in section 1.42 is the only mechanism to resolve such disputes (other than any rights a party has under law). Decisions by BANANAS as to extensions to submit a Generator Monitoring Plan under clause 1.41.4 will also be exempt from the disputes regime.  Clause 2.18.1 is further amended to exclude disputes about Market Information, which are dealt with under section 10.5. |

2.18. Disputes

2.18.1. The dispute process set out in sections 2.18, 2.19 and 2.20 applies to any dispute concerning:

(a) the application or interpretation of these WEM Rules;

(b) the failure of Rule Participants to reach agreement on a matter where these WEM Rules require agreement or require the Rule Participants to negotiate in good faith with a view to reaching agreement; or

(c) payment of moneys under, or the performance of any obligation under, these WEM Rules,

but does not apply to:

(d) any matter that is identified as a Reviewable Decision or is subject to Procedural Review;

(e) a matter that arises under a contract between Rule Participants, unless BANANAS is a party to the contract and the contract provides that the dispute process applies;

(f) a dispute that arises in relation to:

i. a decision to exempt or not to exempt a Transmission Connected Generating System under section 3A.3;

ii. a decision by the Network Operator to refuse to renegotiate a Registered Generator Performance Standard under clause 3A.8.8;

iii. a decision in respect of a Rectification Plan under section 3A.11; or

iv. a decision to declare a Potential Relevant Generation Modification to be a Relevant Generation Modification under section 3A.13;

(g) a dispute in respect of a decision by a Network Operator to grant or refuse an extension of time for a Market Participant responsible for an Existing Transmission Connected Generating System to have a Registered Generator Performance Standard for each Technical Requirement for the Existing Transmission Connected Generating System;

(h) a dispute in respect of a decision by BANANAS to grant or refuse an extension of time for a Market Participant responsible for an Existing Transmission Connected Generating System to:

i. submit a proposed Generator Monitoring Plan; or

ii. have a Generator Monitoring Plan approved by BANANAS;

(i) a dispute which is being dealt with under the dispute resolution mechanism for Existing Transmission Connected Generating Systems contained in section 1.42; or

(j) disputes about the classification, release or disclosure of Market Information arising under Chapter 10.

2.18.2. For the purposes of these WEM Rules, the “Dispute Participants” are the Rule Participants raising the dispute, BANANAS and all Rule Participants named in a Notice of Dispute or joined to the dispute in accordance with clause 2.19.5.

2.18.3. At any time during the course of resolving a dispute a Dispute Participant may refer a question of law to a court of competent jurisdiction.

2.18.4. Dispute Participants must not agree to actions to be taken in resolution of a dispute that are inconsistent with the WEM Rules.

2.19. First Stage Dispute Resolution

2.19.1. Where a Rule Participant wishes to raise a dispute with another Rule Participant concerning a matter to which this dispute process applies, it may issue a Notice of Dispute to each other Rule Participant that is a party to the dispute within 12 months of the matter giving rise to the dispute.

2.19.2. The Rule Participant raising the dispute may name any Rule Participant in a Notice of Dispute that the Rule Participant raising the dispute considers may be affected by the dispute or resolution of the dispute.

2.19.3. The Notice of Dispute must be in writing and must contain:

(a) the date on which the Notice of Dispute was issued;

(b) the identity of the Rule Participant issuing the Notice of Dispute;

(c) the identities of the other Rule Participants party to the dispute;

(d) the details of the dispute, including a description of the disputed actions, and the time and date when the disputed actions occurred; and

(e) the contact person for the Rule Participant issuing the dispute, and their mailing address.

2.19.4. A Rule Participant receiving a Notice of Dispute under clause 2.19.1 must supply a confirmation of the receipt of the Notice of Dispute within two Business Days of receipt of the Notice of Dispute, including details of a contact person and their mailing address.

2.19.5. Where BANANAS receives a Notice of Dispute and it considers that a Rule Participant not named in the Notice of Dispute may be affected by the dispute or resolution of the dispute, it may, within 10 Business Days of receiving the Notice of Dispute, join the Rule Participant to the dispute by notifying the Rule Participant of the dispute and providing a copy of the Notice of Dispute.

2.19.6. The Chief Executive Officers, or their designated representatives with authority to resolve the dispute, from all Dispute Participants must make reasonable endeavours to meet on one or more occasions, and to attempt in good faith and using their best endeavours at all times to resolve the dispute.

2.19.7. A dispute must be escalated to the second stage dispute resolution process in section 2.20 if the Dispute Participants have not resolved the dispute (as evidenced by the terms of the settlement being reduced to writing and signed by each Chief Executive Officer) within:

(a) a time period agreed by all Dispute Participants; or

(b) if no time period is agreed by all Dispute Participants, within 60 days of the date on which the Notice of Dispute was issued.

2.20. Second Stage Dispute Resolution

2.20.1. Where any Dispute is not resolved as provided for in section 2.19 then the Dispute Participants must give consideration to resolving the dispute through mediation, conciliation, arbitration or alternative dispute resolution methods, using an independent body agreed between the Dispute Participants.

2.20.2. If any Dispute is not resolved as provided for in section 2.19 and a Dispute Participant has given consideration to resolving the dispute in accordance with clause 2.20.1, then that Dispute Participant may commence proceedings before a court of competent jurisdiction in relation to the dispute.

Market Consultation

2.21. Market Consultation

2.21.1. The Economic Regulation Authority must consult on such matters with such persons and over such timeframes as are specified in these WEM Rules.

2.21.2. The Economic Regulation Authority must:

(a) conduct its consultation processes in good faith; and

(b) ensure that these consultation processes allow a reasonable opportunity for relevant stakeholders to present their views.

2.21.3. [Blank]

2.21.4. [Blank]

2.21.5. BANANAS must consult on such matters with such persons and over such timeframes as are specified in these WEM Rules.

2.21.6. BANANAS must—

(a) conduct its consultation processes in good faith; and

(b) ensure that these consultation processes allow a reasonable opportunity for relevant stakeholders to present their views.

2.21.7. [Blank]

2.21.8. [Blank]

2.21.9. Each Network Operator must consult on such matters with such persons and over such timeframes as are specified in these WEM Rules.

2.21.10. Each Network Operator must:

(a) conduct its consultation processes in good faith; and

(b) ensure that these consultation processes allow a reasonable opportunity for relevant stakeholders to present their views.

2.21.11. The Coordinator must consult on such matters with such persons and over such timeframes as are specified in these WEM Rules.

2.21.12. The Coordinator must:

(a) conduct its consultation processes in good faith; and

(b) ensure that these consultation processes allow a reasonable opportunity for relevant stakeholders to present their views.

Budgets and Fees

2.22. [Blank]

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| **Explanatory Note**  Section 2.22A. is amended to address the shortcomings with the current rules relating to the determination of BANANAS’s budget. This includes replacing transitional rules with the specific function to facilitate and prepare for Market Evolution.  The current rules are restrictive for the Regulator (limited discretion in determining if individual projects are prudent, limited review and information gathering time/powers). This has resulted in poorly evidenced submissions with the onus on the ERA to determine efficient funding levels.  The amendments will seek to achieve the following:   * enable regulatory scrutiny and enhance transparency by: * identifying projects/functions and related costs up front; and * increasing transparency over funding allocation and actual expenditures; * deal with uncertainty by allowing partial approvals and limited in-period reopening; and * promote greater regulatory certainty through guidelines to be issued and published by the ERA including: * procedure guidelines; and * submission and reporting guidelines. |

2.22A. Determination of BANANAS's budget

2.22A.1. Subject to the requirements of this section 2.22A, BANANAS may recover its costs for performing its functions under the WEM Regulations and the WEM Rules.

2.22A.2. For the Review Period, BANANAS must seek the determination of its Allowable Revenue and Forecast Capital Expenditure from the Economic Regulation Authority for its functions, in accordance with the proposal guideline referred to in clause 2.22A.9.

2.22A.2A. A submission by BANANAS under clause 2.22A.2 must be made and processed in accordance with the following timelines:

(a) by 31 October of the year prior to the start of the Review Period, BANANAS must submit a proposal for its Allowable Revenue and Forecast Capital Expenditure over the Review Period to the Economic Regulation Authority;

(b) by 31 March of the year in which the Review Period commences, the Economic Regulation Authority must publish on its website a draft determination of BANANAS’s Allowable Revenue and Forecast Capital Expenditure for the Review Period for public consultation;

(c) by 30 April of the year in which the Review Period commences, the Economic Regulation Authority must prepare and publish on its website its final determination of BANANAS’s Allowable Revenue and Forecast Capital Expenditure for the Review Period together with any submission received in response to the draft determination published in accordance with clause 2.22A.2A(b); and

(d) where the Economic Regulation Authority does not make a determination by the date in clause 2.22A.2A(c) or clause 2.22A.2B(c), the Market Participant Market Fee rate determined in accordance with section 2.24 for the current Financial Year will continue to apply until the Economic Regulation Authority makes a determination.

2.22A.2B. Notwithstanding clause 2.22A.2A, for the Review Period from 1 July 2022 to 1 July 2025 the following applies:

(a) the Economic Regulation Authority must publish a proposal guideline by 31 October 2021;

(b) BANANAS must submit a proposal for its Allowable Revenue and Forecast Capital Expenditure to the Economic Regulation Authority for the Review Period by 31 December 2021;

(c) the Economic Regulation Authority must publish on its website a draft determination of BANANAS’s Allowable Revenue and Forecast Capital Expenditure for the Review Period for public consultation by 31 March 2022; and

(d) the Economic Regulation Authority must prepare and publish on its website its final determination of BANANAS’s Allowable Revenue and Forecast Capital Expenditure for the Review Period by 31 May 2022.

2.22A.3. BANANAS’s proposal under clauses 2.22A.2A(a) or 2.22A.2B(b) or BANANAS’s application for reassessment under clauses 2.22A.12 or 2.22A.13 must, to the extent practicable, identify proposed costs that are associated with a specific project or where that is not practicable, one or more specific functions.

2.22A.4. If BANANAS appoints a Delegate, then its proposal for, or application for reassessment of, its Allowable Revenue and Forecast Capital Expenditure must separately itemise the amount payable to the Delegate.

2.22A.5. The Economic Regulation Authority must take the following into account when determining BANANAS's Allowable Revenue and Forecast Capital Expenditure or an application for reassessment to the Allowable Revenue or Forecast Capital Expenditure:

(a) the Allowable Revenue must be sufficient to cover the forward looking costs of performing BANANAS’s functions in accordance with the following principles:

i. recurring expenditure requirements and payments are recovered in the year of the expenditure; and

ii. capital expenditure is to be recovered through the depreciation and amortisation of the assets acquired by the capital expenditures in a manner that is consistent with generally accepted accounting principles;

(b) the Allowable Revenue and Forecast Capital Expenditure must include only costs which would be incurred by a prudent provider of the services provided by BANANAS in performing its functions, acting efficiently, to achieve the lowest practicably sustainable cost of performing BANANAS’s functions, while effectively promoting the Wholesale Market Objectives;

(c) where possible, the Economic Regulation Authority should benchmark the Allowable Revenue and Forecast Capital Expenditure against the costs of providing similar functions and/or projects in other jurisdictions;

(d) where costs incurred by BANANAS relate to both the performance of functions in connection with the WEM Rules, and the performance of BANANAS's other functions, the costs must be allocated on a fair and reasonable basis between:

i. costs recoverable as part of BANANAS's Allowable Revenue and Forecast Capital Expenditure; and

ii. other costs not to be recovered under the WEM Rules; and

(e) any other matters the Economic Regulation Authority considers relevant to its determination.

2.22A.6. The Economic Regulation Authority may do any or all of the following in respect to BANANAS’s proposal under clauses 2.22A.2A(a) or 2.22A.2B(b):

(a) approve the costs of any project;

(b) approve the costs of BANANAS performing its functions;

(c) if the Economic Regulation Authority considers that some costs do not meet the requirements of clause 2.22A.5, reject the costs fully or partially, or substitute those costs with costs the Economic Regulation Authority considers meets the requirements of clause 2.22A.5; and

(d) recommend to BANANAS that some of the costs be considered in a subsequent Review Period or in accordance with clause 2.22A.14.

2.22A.7. By 30 June each year, BANANAS must publish on the WEM Website a budget for the costs BANANAS will incur in performing its functions for the coming Financial Year (including, without limitation, the amount to be paid to a Delegate). BANANAS must ensure that its budget is:

(a) consistent with the Allowable Revenue and Forecast Capital Expenditure determined by the Economic Regulation Authority for the relevant Review Period and any reassessment; and

(b) reported in accordance with the Regulatory Reporting Guidelines issued by the Economic Regulation Authority from time to time in accordance with clause 2.22A.9.

2.22A.8. By 31 October each year, BANANAS must publish on the WEM Website a financial report showing BANANAS's actual financial performance against its budget for the previous Financial Year (including, without limitation, the actual amount paid to a Delegate compared to the budgeted amount). The report must be in accordance with the Regulatory Reporting Guidelines issued by the Economic Regulation Authority from time to time in accordance with clause 2.22A.9.

2.22A.9. The Economic Regulation Authority must issue guidelines, following public consultation, in relation to this section 2.22A, including:

(a) proposal guidelines, which must consider how future projects that carry a risk of not proceeding or for which the associated costs are not able to be quantified may be dealt with, and provide clarity and guidance to BANANAS and Market Participants regarding the level of detail about projects, functions and costs expected in BANANAS’s proposal; and

(b) regulatory reporting guidelines, which:

i. must contain annual reporting obligations and provide clarity and guidance to BANANAS and Market Participants about the scope of reporting and how BANANAS should annually report to the Economic Regulation Authority and Market Participants; and

ii. are aimed at providing transparency and accountability in relation to BANANAS’s functions and Allowable Revenue and Forecast Capital Expenditure.

2.22A.10. The Economic Regulation Authority may amend guidelines issued under clause 2.22A.9 at any time, following public consultation which allows a reasonable opportunity for relevant stakeholders to present their views.

2.22A.11. Where the revenue earned for the functions performed by BANANAS via Market Fees in the previous Financial Year, is greater than or less than BANANAS's expenditure for that Financial Year, BANANAS’s current year’s budget must take into account any difference between BANANAS’s Market Fees revenue and BANANAS’s expenditure in the previous Financial Year by:

(a) decreasing the budgeted revenue by the amount of any revenue surplus; or

(b) increasing the budgeted revenue by the amount of any revenue shortfall.

2.22A.12. Where, taking into account any adjustment under clause 2.22A.11, BANANAS’s budget is likely to result in revenue recovery, over the relevant Review Period, being at least the lower of 10% of the Allowable Revenue or $10 million, greater than the Allowable Revenue determined by the Economic Regulation Authority, BANANAS must apply to the Economic Regulation Authority to reassess the Allowable Revenue.

2.22A.13. BANANAS must apply to the Economic Regulation Authority to determine the adjusted Forecast Capital Expenditure for the current Review Period if the capital expenditure, over the relevant Review Period, is likely to be at least the lower of 10% of the Forecast Capital Expenditure or $10 million, greater than the Forecast Capital Expenditure determined by the Economic Regulation Authority.

2.22A.13A.If BANANAS underspends on the Allowable Revenue and/or Forecast Capital Expenditure determined by the Economic Regulation Authority in a Review Period, then, for the next Review Period, the $10 million threshold in clause 2.22A.13 is to be increased to the amount equal to 30 percent of the underspend plus $10 million.

2.22A.14. BANANAS may apply to the Economic Regulation Authority, at any time during a Review Period, for additional costs to be considered by the Economic Regulation Authority as part of the Allowable Revenue and Forecast Capital Expenditure for that Review Period:

(a) for the Allowable Revenue:

i. costs previously rejected by the Economic Regulation Authority pursuant to clause 2.22A.6;

ii. new costs for new projects or new functions conferred on BANANAS since BANANAS’s proposal for its Allowable Revenue for the current Review Period was submitted; and

iii. costs which were not able to be estimated with reasonable confidence at the time the Allowable Revenue for the current Review Period was submitted; and

(b) for the Forecast Capital Expenditure:

i. costs previously rejected by the Economic Regulation Authority pursuant to clause 2.22A.5;

ii. new costs for new projects or new functions conferred on BANANAS since BANANAS’s proposal for its Forecast Capital Expenditure for the current Review Period was submitted; and

iii. costs which were not able to be estimated with reasonable confidence at the time of the Forecast Capital Expenditure for the current Review Period was submitted.

2.22A.15. The Economic Regulation Authority may request information from BANANAS in relation to the performance of its functions under this section 2.22A. BANANAS must provide the information to the Economic Regulation Authority by the time specified in a request, which must be reasonable.

2.22A.16. BANANAS must make an application under clauses 2.22A.12 or 2.22A.14(a) by 31 March for the Economic Regulation Authority to make a determination before the commencement of the Financial Year to which it relates.

2.22A.17. The Economic Regulation Authority may amend a determination under clauses 2.22A.2A(c) or 2.22A.2B(d) if BANANAS makes a reassessment application under clauses 2.22A.12, 2.22A.13 or 2.22A.14 and the Economic Regulation Authority:

(a) must take the matters referred to in clause 2.22A.5 into account in determining any reassessment;

(b) may consider as part of its amended determination any earlier determined costs where the Economic Regulation Authority reasonably considers it necessary to review those earlier determined costs as part of the reassessment;

(c) is not required to reassess earlier determined costs in making its redetermination of the Allowable Revenue or Forecast Capital Expenditure; and

(d) must complete such public consultation as the Economic Regulation Authority considers appropriate in the circumstances.

2.23. [Blank]

2.24. Determination of Market Fees

2.24.1. The Market Fees charged by BANANAS are:

(a) Market Participant Market Fees, Market Participant Coordinator Fees and Market Participant Regulator Fees the rates of which are determined in accordance with this section 2.24;

(b) Application Fees in accordance with section 2.33 and clauses 2.31.2, 4.9.3(c), 4.26.2CC and 4.28.9B; and

(c) a Reassessment Fee in accordance with clause 4.11.11.

2.24.2. Before 30 June each year, BANANAS must determine and publish the level of:

(a) the Market Participant Market Fee rate;

(b) the Market Participant Coordinator Fee rate;

(c) the Market Participant Regulator Fee rate;

(d) each Application Fee; and

(e) the Reassessment Fee,

to apply over the year starting 1 July in accordance with:

(f) BANANAS’s budget published under clause 2.22A.7;

(g) information provided by the Economic Regulation Authority to BANANAS under clause 2.24.6 (if any); and

(h) information provided by the Coordinator to BANANAS under clause 2.24.6A (if any).

Where the Economic Regulation Authority has not provided BANANAS with the information under, and by the time specified in clause 2.24.6, BANANAS must determine and publish the expected level of Market Participant Regulator Fee rate based on the most recent information provided to BANANAS by the Economic Regulation Authority under clause 2.24.6. Where the Coordinator has not provided BANANAS with the information under, and by the time specified in, clause 2.24.6A, BANANAS must determine and publish the expected level of Market Participant Coordinator Fee rate based on the most recent information provided to BANANAS by the Coordinator under clause 2.24.6A.

2.24.2A. BANANAS must determine and publish a level of revised Market Participant Coordinator Fee rate or Market Participant Regulator Fee rate (as applicable), within five Business Days of:

(a) receiving the information under clause 2.24.6A from the Coordinator after the timeframe specified in that clause; or

(b) receiving the information under clause 2.24.6 from the Economic Regulation Authority after the timeframe specified in that clause.

2.24.2B. A revised Market Participant Coordinator Fee rate and Market Participant Regulator Fee rate will supersede any expected Market Participant Coordinator Fee rate and Market Participant Regulator Fee rate and are recoverable from Market Participants in arrears with effect from the start of the Financial Year to which they apply.

2.24.3. At the same time as BANANAS publishes a level of revised Market Participant Market Fee rate, Market Participant Coordinator Fee rate or Market Participant Regulator Fee rate (as applicable), BANANAS must also publish an estimate of the total amount of revenue to be earned from:

(a) Market Participant Market Fees collected for BANANAS's:

i. market operation services;

ii. system planning services;

iii. market administration services; and

iv. system management services,

where the amounts to be earned for each service is equal to the relevant costs in BANANAS’s budget published in accordance with clause 2.22A.7 or as adjusted under clause 2.24.2A;

(b) Market Participant Coordinator Fees collected for:

i. the Coordinator's functions under these WEM Rules;

ii. the costs associated with the remuneration and other expenses for the independent Chair of the Market Advisory Committee; and

iii. in the Coordinator’s discretion, costs associated with the remuneration and other expenses of the representatives of small-use consumers on the Market Advisory Committee,

where the amount to be earned for those services is equivalent to the costs identified by the Coordinator as costs incurred in the performance of the Coordinator's functions under these WEM Rules or the WEM Regulations, where the amount must be consistent with the relevant amount notified to BANANAS in accordance with clause 2.24.6A; and

(c) Market Participant Regulator Fees collected for the Economic Regulation Authority’s monitoring, compliance, enforcement and regulation services where the amount must be consistent with the relevant amount notified to BANANAS in accordance with clause 2.24.6.

2.24.4. The Market Participant Market Fee rate, Market Participant Coordinator Fee rate and Market Participant Regulator Fee rate should be set at a level that BANANAS estimates will earn revenue equal to the relevant estimate of revenue under clause 2.24.3.

2.24.5. The Economic Regulation Authority may recover a portion of its budget determined by the Minister responsible for the Economic Regulation Authority which corresponds to the costs of the Economic Regulation Authority in undertaking its Wholesale Electricity Market related functions and other functions under these WEM Rules and the WEM Regulations from the collection of Market Participant Regulator Fees under these WEM Rules. The Economic Regulation Authority must identify in its budget the proportion of its costs that relate to the performance of its Wholesale Electricity Market related functions and its other functions.

2.24.5A. Where the revenue earned via Market Participant Regulator Fees in the previous Financial Year is greater than or less than the Economic Regulation Authority expenditure related to the functions described in clause 2.24.5 for that Financial Year, the current year’s budget must take this into account by decreasing the budgeted revenue by the amount of the surplus or adding to the budgeted revenue the amount of any shortfall, as the case may be.

2.24.5B. The Coordinator may recover a portion of her or his budget determined by the Minister responsible for the Coordinator which corresponds to the costs of the Coordinator in undertaking her or his functions under these WEM Rules (including costs referred to in clause 2.24.3(b)) from the collection of Market Participant Coordinator Fees under these WEM Rules.

2.24.5C. The Coordinator must:

(a) identify in her or his budget the proportion of her or his costs that relate to the performance of her or his functions under these WEM Rules; and

(b) subject to clause 2.24.5E, publish on the Coordinator’s Website the proportion of costs corresponding to the functions described in clause 2.2D.1.

2.24.5D. Where the revenue earned via Market Participant Coordinator Fees in the previous Financial Year is greater than or less than the Coordinator expenditure related to the functions described in clause 2.24.5B for that Financial Year, the current year’s budget must take this into account by decreasing the budgeted revenue by the amount of the surplus or adding to the budgeted revenue the amount of any shortfall, as the case may be.

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| **Explanatory Note**  In practice, it is problematic to separate out the Coordinator's costs relating to its functions under clause 2.2D.1(j) (undertake reviews and consultation as required under these WEM Rules) from its costs relating to the functions listed in clause 2.24.5E(b) (e.g. the functions under clauses 2.2D.1(g) (develop amendments to these WEM Rules and replacements for them) and 2.2D.1(h) (consider and, in consultation with the MAC, progress the evolution and development of the WEM and these WEM Rules)). Clause 2.24.5E is therefore amended to extend the list in clause 2.24.5E(b) to include the functions described in clause 2.2D.1(j). |

2.24.5E For the purposes of clause 2.24.5C(b), the Coordinator need not separately publish the proportion of costs corresponding to the function described in clause 2.2D.1(d) and may consolidate the costs corresponding to the following groups of functions:

(a) the functions described clauses 2.2D.1(a) and 2.2D.1(b); and

(b) the functions described in clauses 2.2D.1(c), 2.2D.1(f) to 2.2D.1(i) inclusive, and 2.2D.1(j).

2.24.6. By the date which is five Business Days prior to 30 June each year, the Economic Regulation Authority must notify BANANAS of the dollar amount that the Economic Regulation Authority may recover under clause 2.24.5.

2.24.6A. By the date which is five Business Days prior to 30 June each year, the Coordinator must notify BANANAS of the dollar amount that the Coordinator may recover under clause 2.24.5B.

2.24.7. The level of each Application Fee:

(a) must reflect the estimated average costs to BANANAS of processing that type of application;

(b) must be consistent with the Allowable Revenue approved by the Economic Regulation Authority; and

(c) may be different for different classes of Rule Participant and different classes of facility.

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| **Explanatory Note**  Section 2.25 is amended by the Governance Amendments that commence on 1 July 2021 to introduce "Coordinator Fees". However, as this section is deleted and replaced by the Tranches 2 and 3 Amendments, this companion version of the WEM Rules initially only showed the Tranches 2 and 3 Amendments as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last. Please refer to the Governance Amendments to see the changes to clauses 2.25.1, 2.25.1A, 2.25.2 and 2.25.4 that commenced on 1 July 2021 and the Miscellaneous Amendments No. 2 for the further amendments to clauses 2.25.1A and 2.25.4 (i.e. minor grammatical correction and to remove a redundant reference to System Management) that commenced on 1 October 2021.  Since then, further amendments to the relevant provisions amended by the Tranches 2 and 3 Amendments have been made via the Tranche 6 Amendments to retain/reinstate the reference to Coordinator fees (i.e. as "Market Participant Coordinator Fees").  Section 2.25 is amended to:   * make consequential changes to reflect weekly settlement; * remove references to System Management fee rate (and make consequential changes) to reflect changed registration taxonomy; and * remove the proportionality factor used to split total Market Fees across ERA and BANANAS, to reflect the new calculations in clause 9.12. |

2.25. Payment of Market Fees

2.25.1. BANANAS must charge a Market Participant the relevant payment amount for Market Participant Market Fees, Market Participant Coordinator Fees and Market Participant Regulator Fees for a Trading Week in accordance with section 9.12.

2.25.1A. BANANAS is an agent for the collection of Market Participant Coordinator Fees and Market Participant Regulator Fees payable by Market Participants to BANANAS.

2.25.1B. The Economic Regulation Authority must, if requested by BANANAS, do all things reasonably necessary (including entering into any agreements) to enable BANANAS to give effect to clause 2.25.1A.

2.25.1C. The Coordinator must, if requested by BANANAS, use reasonable endeavours to cooperate with BANANAS, as BANANAS endeavours to give effect to clause 2.25.1A.

2.25.2. Each Market Participant must pay the relevant payment amount for Market Participant Market Fees, Market Participant Coordinator Fees and Market Participant Regulator Fees in accordance with Chapter 9.

2.25.3. Following receipt of a payment contemplated by clause 2.25.2, BANANAS must:

(a) transfer to the fund established under clause 9.18.9 the payment received as calculated in clause 9.13.2;

(b) pay the Economic Regulation Authority the payment received as calculated in clause 9.13.3; and

(c) pay the Coordinator the payment received as calculated in clause 9.13.4.

2.25.4. [Blank]

2.25.5. Rule Participants must pay the relevant Application Fee upon submitting an application form in accordance with clause 2.31.2, or in accordance with clause 4.9.3, as applicable.

Market Price Limits, Reviews and Loss Factors

2.26. Economic Regulation Authority Reviews of Market Price Limits and the Methodology for Setting the Benchmark Reserve Capacity Price

2.26.1. The Economic Regulation Authority must, in accordance with this section 2.26, review the value of the Energy Offer Price Ceiling at least once every three years. For the avoidance of doubt, the Economic Regulation Authority must complete a subsequent review under this clause 2.26.1 and publish its final report no later than three years from the date of publication of the final report from the preceding review.

2.26.2. In conducting a review pursuant to clause 2.26.1, the Economic Regulation Authority must calculate the Energy Offer Price Ceiling by:

(a) applying the following formula:

(1 + Risk Margin) × (Variable O&M +(Heat Rate × Fuel Cost))/Loss Factor

where:

i. Risk Margin is a measure of uncertainty in the assessment of the mean short run average cost for the highest cost Facility in the SWIS, expressed as a fraction;

ii. Variable O&M is the mean variable operating and maintenance cost for the highest cost Facility in the SWIS, expressed in $/MWh, and includes, but is not limited to, start-up related costs;

iii. Heat Rate is the mean heat rate at the minimum dispatchable loading level specified in Standing Data for the highest cost Facility in the SWIS, expressed in GJ/MWh;

iv. Fuel Cost is the mean unit fixed and variable fuel cost for the highest cost Facility in the SWIS, expressed in $/GJ; and

v. Loss Factor is the marginal loss factor for the highest cost Facility in the SWIS, relative to the Reference Node, determined in accordance with section 2.27,

where the Economic Regulation Authority must determine the values for each factor described in clauses 2.26.2(a)(i) to 2.26.2(a)(v) consistently with the Offer Construction Guideline as it applies to the highest cost generating Facility in the SWIS;

(b) rounding up the value in clause 2.26.2(a) to the nearest multiple of $100/MWh; and

(c) determining whether an indexation process should apply to the Energy Offer Price Ceiling to reflect movements in input costs and, if so, determining the formula for the indexation calculation and the frequency at which indexation will apply.

Review of FCESS Offer Price Ceilings

2.26.2A. The Economic Regulation Authority must, in accordance with this section 2.26, review the value of the Contingency Reserve Raise Offer Price Ceiling, Contingency Reserve Lower Offer Price Ceiling, RoCoF Control Service Offer Price Ceiling, Regulation Raise Offer Price Ceiling and Regulation Lower Offer Price Ceiling at least once every three years. For the avoidance of doubt, the Economic Regulation Authority must complete a subsequent review under this clause 2.26.2A of an FCESS Offer Price Ceiling and publish its final report no later than three years from the date of publication of the final report from the preceding review of that FCESS Offer Price Ceiling.

2.26.2B. In conducting a review pursuant to clause 2.26.2A, the Economic Regulation Authority must determine the value of each FCESS Offer Price Ceiling by:

(a) estimating, consistently with the Offer Construction Guideline as it applies to the highest cost Facility providing the relevant Frequency Co-optimised Essential System Service in the SWIS, the variable costs of providing the Frequency Co‑optimised Essential System Service that are not compensated through other market mechanisms in the Wholesale Electricity Market;

(b) rounding up its determination of the value of the FCESS Offer Price Ceiling to the nearest multiple of $50 per MW per hour or $50 per MWs per hour, as applicable; and

(c) determining whether an indexation process should apply to the FCESS Offer Price Ceiling to reflect movements in input costs and, if so, determining the formula for the indexation calculation and the frequency at which indexation will apply.

Review of Energy Offer Price Floor

2.26.2C. The Economic Regulation Authority must, in accordance with this section 2.26, review the appropriateness of the value of the Energy Offer Price Floor at least once every three years. For the avoidance of doubt, the Economic Regulation Authority must complete a subsequent review under this clause 2.26.2C and publish its final report no later than three years from the date of publication of the final report from the preceding review.

2.26.2D. In conducting a review required by clause 2.26.2C, the Economic Regulation Authority must apply the following principles:

(a) the Economic Regulation Authority must only revise the value of the Energy Offer Price Floor if it determines that the current value of the Energy Offer Price Floor is not appropriate under clause 2.26.2E;

(b) if the Economic Regulation Authority determines that the current Energy Offer Price Floor is not appropriate under clause 2.26.2E, the revised value for the Energy Offer Price Floor must:

i. allow for the Real-Time Market for energy to clear without the Reference Trading Price being equal to the Energy Offer Price Floor in most circumstances; and

ii. subject to clause 2.26.2D(b)(i), limit the exposure of Market Participants to Reference Trading Prices that are reasonably likely to materially adversely affect the financial viability of a prudent Market Participant.

2.26.2E. In determining whether the current value of the Energy Offer Price Floor is not appropriate for the purposes of clause 2.26.2D(a), the Economic Regulation Authority must consider, without limitation, if, since the previous review of the value of the Energy Offer Price Floor under this section 2.26:

(a) the Real-Time Market for energy has cleared at the Energy Offer Price Floor in one or more Dispatch Intervals due to, in the Economic Regulation Authority’s reasonable opinion, the Energy Offer Price Floor being too high; and

(b) there has been a change in the generation fleet in the SWIS that, in the Economic Regulation Authority’s reasonable opinion, is likely to result in:

i. the current Energy Offer Price Floor being materially lower than necessary to achieve the criterion in clause 2.26.2D(b)(i), including, but not limited to, an upgrade or the retirement of a Facility with high cycling costs; or

ii. the current Energy Offer Price Floor being too high to achieve the criterion in clause 2.26.2D(b)(i), including, but not limited to, the increase of cycling costs due to deterioration or ageing of a Facility.

2.26.2F. When reviewing the Energy Offer Price Floor in accordance with this section 2.26, if the Economic Regulation Authority determines under clause 2.26.2E that the Energy Offer Price Floor is not appropriate, the Economic Regulation Authority must:

(a) determine for credible scenarios of low demand, the price at which the operator of the Facility with the highest cycling costs per MW in the SWIS in the scenario would, acting reasonably, decommit the Facility should the Reference Trading Price equal or fall below that price for a single Trading Interval;

(b) revise the Energy Offer Price Floor to be the highest price determined under the scenarios in clause 2.26.2F(a) that is lower than 95 percent of all of the prices determined under clause 2.26.2F(a); and

(c) determine whether an indexation process should apply to the Energy Offer Price Floor to reflect movements in input costs and, if so, determine the formula for the indexation calculation and the frequency at which indexation will apply.

2.26.2G. When determining the credible scenarios of low demand for the purpose of clause 2.26.2F(a), the Economic Regulation Authority may use historic scenarios but must also account for any changes expected in the SWIS that would take effect prior to the time that the Energy Offer Price Floor would apply and that are likely to have an effect on the Reference Trading Price. The changes include, but are not limited to:

(a) expected changes in system demand;

(b) any expected entrance of a new Facility that will participate in the Real-Time Market;

(c) expected changes to an existing Facility; and

(d) any expected permanent exit of a Facility from the Real-Time Market.

2.26.2H. When determining the cycling costs of a Facility under clause 2.26.2F(a), the Economic Regulation Authority must consider:

(a) the factors that a Market Participant acting reasonably would consider in making a decommitment decision for the Facility with the highest cycling costs in the SWIS, assuming that all energy sent out by the Facility is settled at the Reference Trading Price, including:

i. the cost to decommit and recommit within the timeframe specified under clause 2.26.2H(a)(iii), including start-related fuel costs and variable operating and maintenance costs of the Facility;

ii. the minimum stable level of operation of the Facility;

iii. the minimum time the Facility must remain out of service once decommitted before recommitment is possible; and

iv. any expected losses or gains, opportunity costs and cost savings that the Market Participant would incur as a result of decommitment for the duration of the minimum time the Facility must remain out of service before recommitment is possible; and

(b) any other matters that the Economic Regulation Authority considers relevant.

2.26.2I. When determining the cycling costs of a Facility under clause 2.26.2F(a), the Economic Regulation Authority must have regard to the Wholesale Market Objectives and must, as far as practicable, use information about the costs the relevant Facility would incur as provided by the relevant Market Participant but may use estimates where the Economic Regulation Authority considers it to be reasonable.

2.26.2J. A Market Participant may, by the time specified for the close of submissions under clause 2.26.2L(b), provide evidence to the Economic Regulation Authority of the costs that a Facility incurs when decommitting for the purpose of the WEM Rules and which the Economic Regulation Authority must consider in determining the appropriateness of the value of the Energy Offer Price Floor under clause 2.26.2C.

2.26.2K. Where a Market Participant provides the Economic Regulation Authority with satisfactory evidence under clause 2.26.2J, the Economic Regulation Authority must consider the information when determining the appropriateness of the Energy Offer Price Floor as far as the information affects the Economic Regulation Authority’s reasonable estimate of any costs that a prudent Market Participant would incur when decommitting its Facility in the scenarios under clause 2.26.2F(a).

Conducting a Review of a Market Price Limit

2.26.2L. In conducting a review of a Market Price Limit under clauses 2.26.1, 2.26.2A or 2.26.2C, the Economic Regulation Authority must publish on its website:

(a) a draft report and a request for submissions;

(b) the closing date for submissions, which must be no earlier than four weeks after the date of publication of the draft report; and

(c) a copy of all submissions received provided that if a submission contains information that the Economic Regulation Authority reasonably considers to be confidential, the Economic Regulation Authority may redact that information to the extent it considers appropriate.

2.26.2M. Following the closing date for submissions on the draft report published under clause 2.26.2L, the Economic Regulation Authority must publish a final report on its website containing:

(a) the issues identified by the Economic Regulation Authority;

(b) the assumptions made by the Economic Regulation Authority in undertaking the review;

(c) the Economic Regulation Authority’s determination of the relevant Market Price Limit, which is to include, where applicable:

i. the revised value of the relevant Market Price Limit;

ii. the Trading Day from which the revised value of the relevant Market Price Limit will take effect, which must be at least five Business Days after the date the final report is published; and

iii. any indexation process in the value of the relevant Market Price Limit and the associated times each indexed value will apply from;

(d) how the Economic Regulation Authority determined the revised value of the relevant Market Price Limit, including any analysis and calculation parameters used in its determination;

(e) a summary of any submissions received by the Economic Regulation Authority on the draft report published under clause 2.26.2L that were received within the time specified, and any late submissions the Economic Regulation Authority has decided, in its discretion, to take into account;

(f) the Economic Regulation Authority’s responses to the issues raised in those submissions; and

(g) any other matters the Economic Regulation Authority considers relevant to the review.

2.26.2N. Where a Rule Participant considers there has been a material change in circumstances since the Economic Regulation Authority's most recent review of a Market Price Limit pursuant to clauses 2.26.1, 2.26.2A or 2.26.2C, as applicable, the Rule Participant may, subject to clause 2.26.2O(a), notify the Economic Regulation Authority that it considers the Market Price Limit is no longer appropriate in accordance with clause 2.26.2O.

2.26.2NA. If a Rule Participant considers there has been a material change in market circumstances since the Economic Regulation Authority's most recent review of a Market Price Limit pursuant to clauses 2.26.1, 2.26.2A or 2.26.2C, as applicable, the Rule Participant may, subject to clause 2.26.2O(a), notify the Economic Regulation Authority that it considers that for the Market Price Limit, the determination to apply or not apply indexation to the Market Price Limit is no longer appropriate in accordance with clause 2.26.2O.

2.26.2O. A notice by a Rule Participant under clauses 2.26.2N or 2.26.2NA must:

(a) be given no earlier than six months after completion of the most recent review of the relevant Market Price Limit by the Economic Regulation Authority under clauses 2.26.1, 2.26.2A or 2.26.2C, as applicable; and

(b) set out the Rule Participant’s reasoning, with any supporting analysis, as to why it considers there has been:

i. a material change in circumstances such that the relevant Market Price Limit is no longer appropriate, having regard to the relevant matters in this section 2.26; or

ii. a material change in market circumstances such that the determination to apply or not apply indexation to a Market Price Limit is no longer appropriate.

2.26.2P. Following receipt of a notice under clause 2.26.2N, the Economic Regulation Authority must, as soon as practicable:

(a) after considering the information in the notice, determine whether it considers it is appropriate to bring forward the next required review of the relevant Market Price Limit under clauses 2.26.1, 2.26.2A or 2.26.2C, as applicable;

(b) in making its determination under clause 2.26.2P(a), have regard to the Wholesale Market Objectives and any benefits of undertaking an earlier review; and

(c) publish its response to the notice on its website, which is to include details of whether a review of the relevant Market Price Limit will be progressed, the proposed timing for the review, and the reasons for its decision.

2.26.2Q. If the Economic Regulation Authority decides to bring forward a review of a Market Price Limit pursuant to clause 2.26.2P(a), the Economic Regulation Authority must use its best endeavours to conduct the review in accordance with the proposed timing published in its response to the relevant notice in accordance with clause 2.26.2P(c).

2.26.2R. In conducting a review of a Market Price Limit under clauses 2.26.1, 2.26.2A or 2.26.2C, the Economic Regulation Authority may request information from a Market Participant.

2.26.2S. An information request by the Economic Regulation Authority under clause 2.26.2R must specify the time by which the information specified in the request must be provided by the Market Participant, which must be at least 10 Business Days after the date of the request and be reasonable having regard to the nature of the information requested.

2.26.2T. Following receipt of a request under clause 2.26.2R, the Market Participant must provide the information specified in the request by the time specified in the request.

2.26.2U. Where the Economic Regulation Authority determines under clauses 2.26.2(c), 2.26.2B(c) or 2.26.2F(c) that indexation in the value of a Market Price Limit will apply, the Economic Regulation Authority must:

(a) calculate each indexed value for the Market Price Limit in accordance with the process and schedule determined under clause 2.26.2M(c)(iii); and

(b) for each indexed value calculated under clause 2.26.2U(a):

i. publish on its website the indexed value and the Trading Day from which the indexed value will take effect; and

ii. notify BANANAS of the publication of the indexed value,

at least five Business Days before the Trading Day from which the indexed value will take effect.

2.26.2V. A revised value for a Market Price Limit replaces the previous value after the Economic Regulation Authority has published its final report in accordance with clause 2.26.2M, with effect from the Trading Day specified in the final report or, in the case of an indexed value, the Trading Day published by the Economic Regulation Authority on its website in accordance with clause 2.26.2U.

2.26.2W. BANANAS must publish on the WEM Website each revised value of a Market Price Limit and the Trading Day from which the revised value will take effect within five Business Days after the Economic Regulation Authority publishes the relevant information under clauses 2.26.2M(c) or 2.26.2U(b).

2.26.3. At least once in every five years, the Economic Regulation Authority must review the methodology for setting the Benchmark Reserve Capacity Price. A review must examine:

(a) the appropriateness of the parameters and methodology in section 4.16 and the WEM Procedure referred to in clause 4.16.3 for recalculating the Benchmark Reserve Capacity Price; and

(b) any other matters which the Economic Regulation Authority considers relevant.

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| **Explanatory Note**  The timing for the review of the Benchmark Reserve Capacity Price WEM Procedure stated in clause 4.16.9 is unchanged.  The requirement for a 5 yearly review of the effectiveness of certain factors relating to the Reserve Capacity Price is set out in new clause 2.26.3A. Each review is to be undertaken by the ERA at the same time as it reviews the methodology for setting the Benchmark Reserve Capacity Price specified in clause 2.26.3.  However, a new transitional clause 1.31.1 precludes the ERA from undertaking the first review of the effectiveness of certain factors relating to the Reserve Capacity Price before the end of the 2019 Reserve Capacity Cycle (i.e. not before 30 September 2022). |

2.26.3A. The Economic Regulation Authority must review the Reserve Capacity Price Factors at the same time as each review of the Benchmark Reserve Capacity Price under clause 2.26.3. A review must examine:

(a) whether the Reserve Capacity Price Factors efficiently signal the long-term economic value of incremental or excess Reserve Capacity in the Wholesale Electricity Market;

(b) whether the Reserve Capacity Price calculated using the Reserve Capacity Price Factors is consistent with the Wholesale Market Objectives; and

(c) any other matters the Economic Regulation Authority considers to be relevant.

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| **Explanatory Note**  Clause 2.26.4 is amended as a consequence of new clause 2.26.3A. |

2.26.4. The Economic Regulation Authority must provide a report to the Minister on the reviews conducted under clauses 2.26.3 and 2.26.3A.

2.26.5. If the Economic Regulation Authority recommends changes as a result of the report prepared under clause 2.26.4, the Economic Regulation Authority must either submit a Rule Change Proposal or initiate a Procedure Change Process, as the case may be, to implement those changes.

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| **Explanatory Note**  Clauses 2.27.1(a) and 2.27.5(d) are amended by the Tranche 5 Amendments to reflect the amended registration taxonomy and registration processes. |

2.27. Determination of Loss Factors

2.27.1. Network Operators must, in accordance with this section 2.27, calculate and provide to BANANAS Loss Factors for:

(a) each connection point in their Networks at which any of the following is connected:

i. a Scheduled Facility;

iA. a Semi-Scheduled Facility;

ii. a Non-Scheduled Facility; or

iii. [Blank]

iv. [Blank]

v. a Non-Dispatchable Load equipped with an interval meter; and

(b) in the case of Western Power, the Notional Wholesale Meter.

2.27.2. A Market Participant may request, during the process of obtaining a relevant Arrangement for Access, that the relevant Network Operator determine and provide to BANANAS Loss Factors to apply to a Facility where there are no Loss Factors applying to the connection point at which the Facility will be connected.

2.27.3. Loss Factors must reflect transmission and distribution losses and each Loss Factor must be expressed as the product of a Transmission Loss Factor and a Distribution Loss Factor.

2.27.4. Subject to clause 2.27.5(d), for each Network Operator BANANAS must, in consultation with that Network Operator, develop a classification system to assign each of the connection points in the Network Operator’s Network identified under clause 2.27.1(a) to a Transmission Loss Factor Class and a Distribution Loss Factor Class, where:

(a) the assignment of a connection point to a Loss Factor Class is based on characteristics indicative of the expected transmission or distribution system losses (as applicable) for the connection point;

(b) each connection point in a Loss Factor Class is assigned the same Transmission Loss Factor or Distribution Loss Factor (as applicable); and

(c) connection points on the transmission system are assigned to a Distribution Loss Factor Class with a Distribution Loss Factor equal to one.

2.27.5. In calculating Loss Factors, Network Operators must apply the following principles:

(a) Transmission Loss Factors must notionally represent the marginal transmission system losses for a connection point relative to the Reference Node, averaged over all Trading Intervals in a year, weighted by the absolute value of the net demand at that connection point during the Trading Interval;

(b) Distribution Loss Factors must notionally represent the average distribution system losses for a connection point over a year;

(c) Loss Factors must be calculated using:

i. generation and load meter data from the preceding 12 months; or

ii. for a new Facility, any other relevant data provided to the Network Operator by the Market Participant and as agreed with the Network Operator and BANANAS; and

iii. for Transmission Loss Factors, an appropriate network load flow software package;

(d) a specific Loss Factor must be calculated for each:

i. Scheduled Facility;

iA. Semi-Scheduled Facility;

ii. Non-Scheduled Facility; and

iii. [Blank]

iv. [Blank]

v. Non-Dispatchable Load above 7000 kVA peak consumption;

(e) Western Power must assign the Notional Wholesale Meter to:

i. a Transmission Loss Factor Class that represents system wide average marginal losses over Western Power’s transmission system; and

ii. a Distribution Loss Factor Class that represents the average losses incurred over Western Power’s distribution system by Non-Dispatchable Loads not equipped with an interval meter; and

(f) the Transmission Loss Factors calculated for each Transmission Loss Factor Class and the Distribution Loss Factors calculated for each Distribution Loss Factor Class are static, and apply to each connection point in the relevant Loss Factor Class until the time published by BANANAS under clause 2.27.8 for the application of an updated Transmission Loss Factor or Distribution Loss Factor to that Loss Factor Class.

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| **Explanatory Note**  Clause 2.27.5A is amended to remove the reference to Demand Side Programmes, because they are no longer included in the Dispatch Algorithm and so do not require a single Loss Factor. |

2.27.5A. For each Interruptible Load, BANANAS must use a Loss Factor of 1.

2.27.6. Each year by 1 June each Network Operator must, in accordance with the WEM Procedure specified in clause 2.27.17, recalculate the Loss Factors for its connection points and provide BANANAS with updated Transmission Loss Factors and Distribution Loss Factors (as applicable) for each Loss Factor Class in the Network Operator’s classification system.

2.27.7. BANANAS must publish the Transmission Loss Factors and Distribution Loss Factors provided by a Network Operator in accordance with clause 2.27.6 within two Business Days after receiving them.

2.27.8. When Transmission Loss Factors and Distribution Loss Factors are published in accordance with clause 2.27.7 or where one or more Transmission Loss Factors or Distribution Loss Factors are changed in accordance with clauses 2.27.15(e) or 2.27.16 BANANAS must publish the time from which the new Transmission Loss Factors or Distribution Loss Factors will apply, where this must be from the commencement of a Trading Day.

2.27.9. In setting the time from which a Transmission Loss Factor or Distribution Loss Factor will apply in accordance with clause 2.27.8 BANANAS must allow sufficient time for Rule Participants to identify and update any submission or forecast data that is dependent on Loss Factors.

2.27.10. A Network Operator must develop new Loss Factor Classes if required to implement the classification system prescribed by BANANAS for that Network Operator. If a Network Operator develops a new Loss Factor Class then it must:

(a) calculate the initial Transmission Loss Factor or Distribution Loss Factor (as applicable) for the new Loss Factor Class in accordance with the WEM Procedure specified in clause 2.27.17; and

(b) provide to BANANAS details of the new Loss Factor Class and its initial Transmission Loss Factor or Distribution Loss Factor as soon as practicable but before a connection point is assigned to the new Loss Factor Class.

2.27.11. BANANAS must publish a new Transmission Loss Factor or Distribution Loss Factor provided by a Network Operator in accordance with clause 2.27.10(b) within two Business Days after receiving it from the Network Operator.

2.27.12. A Network Operator must determine the Transmission Loss Factor Class and Distribution Loss Factor Class for each new connection point in its Network identified under clause 2.27.1(a), in accordance with the classification system prescribed by BANANAS for that Network Operator.

2.27.13. A Network Operator must re-determine the Loss Factor Classes for a connection point in its Network identified under clause 2.27.1(a) if a change occurs to the connection point that might alter its applicable Loss Factor Classes under the classification system prescribed by BANANAS for that Network Operator.

2.27.14. When a Network Operator determines a Loss Factor Class for a connection point under clause 2.27.12 or changes a Loss Factor Class for a connection point under clause 2.27.13, the Network Operator must provide to both BANANAS and the relevant Market Participant the new Loss Factor Class for the connection point and the Trading Day from which it takes effect, as soon as practicable but before the information is required for use in calculations under the WEM Rules.

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| **Explanatory Note**  Clause 2.27.15 is amended to use the new registration taxonomy. |

2.27.15. A Market Participant may apply to BANANAS for a reassessment of any Transmission Loss Factor or Distribution Loss Factor applying to a Scheduled Facility, Semi-Scheduled Facility, Non-Scheduled Facility or Non-Dispatchable Load registered to that Market Participant. The following requirements apply to each application for reassessment:

(a) The Market Participant must apply for reassessment in accordance with the WEM Procedure specified in clause 2.27.17.

(b) BANANAS must process an application for reassessment and where required conduct an audit of the relevant Loss Factor calculation in accordance with the WEM Procedure specified in clause 2.27.17.

(c) The relevant Network Operator must cooperate with an audit of the Loss Factor calculation conducted by BANANAS under clause 2.27.15(b) by providing reasonable access to the data and calculations used in producing the Loss Factor.

(d) Where an audit reveals an error in the calculation of a Transmission Loss Factor or Distribution Loss Factor for a Loss Factor Class, BANANAS must direct the Network Operator to recalculate the Transmission Loss Factor or Distribution Loss Factor, and may instruct the Network Operator to recalculate other Transmission Loss Factors or Distribution Loss Factors provided by that Network Operator.

(e) Where BANANAS directs the Network Operator to recalculate a Transmission Loss Factor or Distribution Loss Factor for a Loss Factor Class, then the Network Operator must do so, and must provide the recalculated Transmission Loss Factor or Distribution Loss Factor to BANANAS. The recalculated Transmission Loss Factor or Distribution Loss Factor is substituted for the value previously applied with effect from the time published by BANANAS in accordance with clause 2.27.8.

(f) Where an audit reveals an error in the assignment of a connection point to a Loss Factor Class, BANANAS must direct the relevant Network Operator to correct the error and re-determine the Loss Factor Class for the connection point in accordance with the classification system prescribed by BANANAS for that Network Operator.

(g) Where BANANAS directs a Network Operator to re-determine a Loss Factor Class for a connection point, then the Network Operator must do so, and must as soon as reasonably practicable provide to BANANAS and the relevant Market Participant the revised Loss Factor Class and the Trading Day from which it should apply.

(h) The costs of an audit conducted by BANANAS in response to an application for reassessment, including any costs incurred by the Network Operator and any costs, not otherwise included in BANANAS’s budget, incurred by BANANAS, are payable by the Market Participant who made the application for reassessment, unless the audit reveals:

i. an error of more than 0.0025 in the calculation of a Transmission Loss Factor or Distribution Loss Factor; or

ii. an incorrect assignment of a Connection Point to a Loss Factor Class,

in which case all costs are payable by the relevant Network Operator.

2.27.16. Where a Network Operator fails to provide BANANAS with a Transmission Loss Factor or Distribution Loss Factor in accordance with clause 2.27.6 or 2.27.15(d), BANANAS must continue to use the equivalent Transmission Loss Factor or Distribution Loss Factor from the previous year until such time as the Network Operator has provided BANANAS with the new Transmission Loss Factor or Distribution Loss Factor and that Transmission Loss Factor or Distribution Loss Factor has taken effect. The recalculated Transmission Loss Factor or Distribution Loss Factor is substituted for the value previously applied with effect from the time published by BANANAS in accordance with clause 2.27.8.

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| **Explanatory Note**  Currently, BANANAS is responsible for the Loss Factors WEM Procedure referred to in 2.27.17 with the assistance of Network Operators. However, as the WEM Procedure sets out how Network Operators determine Loss Factors, it is more appropriate for each Network Operator to be responsible for the WEM Procedure. Accordingly, clause 2.27.17 is amended to make Network Operators responsible for documenting and maintaining a WEM Procedure for Loss Factors. |

2.27.17. Each Network Operator must document in a WEM Procedure the standards, methodologies, classification systems and procedures to be used in determining Loss Factors.

2.27.18. BANANAS may at any time review the effectiveness of the processes used by a Network Operator for Loss Factor calculation in meeting the Wholesale Market Objectives.

2.27.19. BANANAS may request, and a Network Operator must provide, any information relating to the methodologies, models, software, data sources and internal procedures used by the Network Operator for Loss Factor calculation that BANANAS considers relevant to a review conducted under clause 2.27.18.

Network Congestion and Constraint Equations

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| **Explanatory Note**  Section 2.27A sets out the new framework for constraint-related obligations and associated processes, including:   * the development, provision and clarification of Limit Advice; * the formulation of Constraint Equations; and * the processes to be documented in WEM Procedures. * Section 2.27A is further amended to avoid duplication of any clauses in new section 4.4B which deals with RCM Limit Advice and RCM Constraint Equations and the inadvertent application of parts of clause 2.27A applying to RCM Limit Advice. |

2.27A. Limit Advice and Constraint Equations

2.27A.1. A Network Operator must, in accordance with this section 2.27A, provide Limit Advice in respect to its Network to BANANAS.

2.27A.2. Information to be provided to BANANAS by a Network Operator in respect to limitations of, or relating to, its Network that gives rise to a Network Constraint ("**Limit Advice**") includes:

(a) Limit Equations in respect of Network Limits provided in accordance with this section 2.27A or section 4.4B, excluding Limit Equations for Frequency Co-optimised Essential System Services or, if, in respect of a particular Network element, a mathematical expression is not appropriate, the Network Limits for that particular Network element;

(b) Limit Advice Inputs; and

(c) supporting information and data specified in the WEM Procedure referred to in clause 2.27A.10(a).

2.27A.3. A Network Operator must provide Limit Advice to BANANAS in the form and by the dates and times specified in:

(a) for RCM Limit Advice, section 4.4B and the WEM Procedure referred to in clause 2.27A.10(a); and

(b) for all other Limit Advice, the WEM Procedure referred to in clause 2.27A.10(a).

2.27A.4. BANANAS may, if it reasonably considers it is required to enable it to carry out its obligations specified in clause 2.27A.7, request:

(a) clarification or further information regarding any aspect of information provided under clause 2.27A.2 from the Network Operator who provided it to BANANAS; and

(b) additional Limit Advice from a Network Operator,

and each Network Operator must comply with any such request in accordance with WEM Procedures referred to in clauses 2.27A.10(a) and 2.27A.10(d).

2.27A.5. Any information provided by a Network Operator in response to a request by BANANAS under clause 2.27A.4(a) is Limit Advice for the purpose of clause 2.27A.2.

2.27A.6. A Network Operator must, in respect of:

(a) RCM Limit Advice:

i. use its reasonable endeavours to ensure that all necessary RCM Limit Advice is complete, current and accurate at the time it is provided to BANANAS;

ii. if it forms the view that any RCM Limit Advice is no longer complete, current or accurate prior to the latest date the RCM Limit Advice is required to be provided to BANANAS under section 4.4B, promptly provide updated RCM Limit Advice to BANANAS; and

iii. update Limit Advice required to be updated under clause 2.27A.6(a)(ii) in accordance with the WEM Procedure referred to in clause 2.27A.10(a).

(b) all other Limit Advice:

i. use its reasonable endeavours to ensure that all necessary Limit Advice is complete, current and accurate at the time it is provided to BANANAS;

ii. promptly notify BANANAS if it forms the view that any Limit Advice is no longer complete, current or accurate, including where Limit Advice is no longer required; and

iii. update Limit Advice in accordance with the WEM Procedure referred to in clause 2.27A.10(a).

2.27A.7. BANANAS must:

(a) formulate Constraint Equations in accordance with the WEM Procedure referred to in clause 2.27A.10(b);

(aA) formulate Preliminary RCM Constraint Equations and RCM Constraint Equations in accordance with clause 4.4B.4;

(b) develop and maintain the Constraints Library in accordance with the WEM Procedure referred to in clause 2.27A.10(c);

(c) use its reasonable endeavours to ensure that:

i. RCM Constraint Equations are complete and accurate at the time the RCM Constraint Equation is formulated; and

ii. all necessary other Constraint Equations are complete, current and accurate; and

(d) update Constraint Equations, publish updates to the Constraints Library and notify Rule Participants of updates to the Constraints Library in accordance with the WEM Procedures referred to in clauses 2.27A.10(b) and 2.27A.10(c).

2.27A.8. A Constraint Equation that is updated by BANANAS under clause 2.27A.7(d) is effective from the date and time determined by BANANAS.

2.27A.9. The principles that must be taken into account by each Network Operator in developing Limit Advice, and by BANANAS in formulating Constraint Equations, are:

(a) the Wholesale Market Objectives; and

(b) good electricity industry practice.

2.27A.10. BANANAS must document in a WEM Procedure:

(a) in respect of the information to be provided by a Network Operator to BANANAS under clause 2.27A.2:

i. the information and data to be provided by each Network Operator to BANANAS; and

ii. the processes to be followed for the provision of and, where applicable, updates to such information and any other information referred to in clause 2.27A.4, from each Network Operator to BANANAS, including:

1. the format, form and manner in which such information must be provided; and

2. where these WEM Rules do not provide a timeframe for the provision of such information to BANANAS, the reasonable times by which such information must be provided having regard to the scope and nature of the information to be provided;

(b) the processes to be followed by BANANAS and the matters it must consider in formulating and, where applicable, updating Constraint Equations, (including RCM Constraint Equations), including:

i. the approach to be taken by BANANAS in applying:

1. an Operating Margin; and

2. the principles described in clause 2.27A.9; and

ii. the conventions for assigning a unique identifier to Constraint Equations and Constraint Sets;

(bA) the processes it must follow in providing the information to Network Operators under clause 4.4B.2;

(c) the processes to be followed by BANANAS in developing and updating the Constraints Library and notifying Market Participants of updates to the Constraints Library;

(cA) the processes to be followed and the methodology to be used by BANANAS in determining Constraint Equation terms and coefficients for Network Constraints, including the methodology for determining whether the exclusion of a variable from a Fully Co-optimised Network Constraint Equation would have a material effect on Power System Security due to the size of its coefficient;

(cB) the processes to be followed and the methodology to be used by BANANAS in selecting one or more Constraint Equations to represent a Network Constraint, including in respect of the location of terms on each side of the Constraint Equation;

(cC) the processes and timeframes to be followed by BANANAS for creating new Constraint Equations and Constraint Sets in response to a Non-Credible Contingency Event;

(cD) wherever a Network Limit gives rise to a Network Constraint, the supporting information and data a Network Operator must provide BANANAS; and

(d) any other processes or procedures relating to Constraints or Network congestion that BANANAS considers are reasonably required to enable it to carry out its functions under the WEM Rules.

2.27A.11. Each Network Operator must document in a WEM Procedure:

(a) the processes to be followed by the Network Operator and the matters it must consider in developing and updating Limit Advice, including the approach to be taken by the Network Operator in applying:

i. a Limit Margin; and

ii. the principles described in clause 2.27A.9; and

(b) the processes to be followed by a Network Operator for:

i. estimating the configuration and Thermal Network Limits of its Network in accordance with clause 4.4B.3; and

ii. allocating the value referred to in clause 4.4B.5(a) for each Electrical Location in accordance with clause 4.4B.5(b).

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| **Explanatory Note**  Section 2.27B sets out the framework for a new Congestion Information Resource, including that BANANAS:   * develops and maintains a Congestion Information Resource on the WEM Website, and specifies the information to be published in that resource; and * prepares and publishes an annual congestion report with respect to the matters described in clause 2.27B.6. |

2.27B. Congestion Information Resource

2.27B.1. The objective of the Congestion Information Resource is to provide information in a cost-effective and timely manner to Rule Participants and other interested stakeholders to enable them to understand patterns of Network congestion and the market impact of Network congestion (“**Congestion Information Resource Objective**”).

2.27B.2. To implement the Congestion Information Resource Objective, BANANAS must:

(a) develop and maintain a Congestion Information Resource in accordance with this section 2.27B; and

(b) publish the Congestion Information Resource on the WEM Website.

2.27B.3. The Congestion Information Resource must include:

(a) the Constraints Library;

(b) as soon as practicable after a Dispatch Interval, each Constraint Equation that bound during the Dispatch Interval;

(c) each report described in clauses 2.27B.6 and 7.2.7(b);

(d) any other information that BANANAS, in its reasonable opinion, considers relevant to implement the Congestion Information Resource Objective; and

(e) any other information specified in the WEM Procedure referred to in clause 2.27B.8.

2.27B.4. BANANAS must keep up to date the information in the Congestion Information Resource (excluding, for the avoidance of doubt, an annual congestion report described in clause 2.27B.6):

(a) consistently with the Congestion Information Resource Objective; and

(b) in accordance with the processes and by the dates and times specified in the WEM Procedure referred to in clause 2.27B.8.

2.27B.5. Each Network Operator must do all things reasonably necessary to support BANANAS in carrying out its obligations under this section 2.27B, including providing BANANAS with any information or data that BANANAS reasonably requires.

2.27B.6. BANANAS must prepare and publish an annual congestion report by 31 March each year. A report must contain:

(a) information on Network congestion for at least the period of 12 months commencing at the start of the Trading Day which commences on 1 October and ending at the end of the Trading Day ending on 1 October of the following calendar year immediately preceding the due date of the report specified in this clause 2.27B.6, including:

i. analysis of the Constraint Equations that bound during a Dispatch Interval, including the duration and frequency; and

ii. assessment of the market impact of Network congestion;

(b) information that is known to BANANAS at the time of preparing the annual congestion report in accordance with this section 2.27B that is likely to affect, or could result in, Network congestion including:

i. new connections to the SWIS;

ii. augmentations of the SWIS;

iii. decommissioning of a generating system, Load or any Network elements; and

iv. changes to Network elements;

(c) any other information that BANANAS, in its reasonable opinion, considers relevant to implement the Congestion Information Resource Objective; and

(d) any other information or matters specified in the WEM Procedure referred to in clause 2.27B.8.

2.27B.7. In preparing a report described in clause 2.27B.6, BANANAS must consult with each Network Operator.

2.27B.8. BANANAS must document in a WEM Procedure:

(a) the information to be published in the Congestion Information Resource;

(b) the processes to be followed by BANANAS in maintaining, publishing and updating the information in the Congestion Information Resource;

(c) the processes to be followed by BANANAS in preparing a report described in clause 2.27B.6; and

(d) the information that BANANAS may reasonably require a Network Operator or other Rule Participant to provide to BANANAS to assist it with carrying out its obligations under this section 2.27B, and:

i. the format, form and manner in which any such information must be provided; and

ii. the date and time by which any such information must be provided.

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| **Explanatory Note**  Section 2.27C requires the ERA to undertake a periodic review of Limit Advice provided by Network Operators and Constraint Equations formulated by BANANAS and sets out the processes associated with such reviews. |

2.27C. Economic Regulation Authority Review of Limit Advice and Constraint Equations

2.27C.1. The Economic Regulation Authority must review the effectiveness of:

(a) Limit Advice provided by each Network Operator to BANANAS; and

(b) Constraint Equations formulated by BANANAS,

in meeting the principles described in clause 2.27A.9.

2.27C.2. A review conducted under clause 2.27C.1 must examine:

(a) the appropriateness of any Limit Margin applied by each Network Operator;

(b) the appropriateness of any Operating Margin applied by BANANAS;

(c) the appropriateness of the WEM Procedures described in clauses 2.27A.10(b)(i) and 2.27A.11; and

(d) any other matters which the Economic Regulation Authority considers relevant.

2.27C.3. Without limiting clause 2.27C.2, the Economic Regulation Authority may determine the scope of the Limit Advice and Constraint Equations to be reviewed in accordance with clause 2.27C.1.

2.27C.4. In conducting a review under clause 2.27C.1, the Economic Regulation Authority must publish a draft report and invite submissions, and publish all submissions received, from Rule Participants and any other interested stakeholders.

2.27C.5. In conducting a review under clause 2.27C.1, the Economic Regulation Authority must publish a final report containing:

(a) the scope of the review as determined by the Economic Regulation Authority in accordance with clause 2.27C.3;

(b) the issues identified by the Economic Regulation Authority;

(c) the assumptions made by the Economic Regulation Authority in undertaking the review;

(d) the results of any technical and cost-benefit studies;

(e) a summary of any submissions on the draft report received by the Economic Regulation Authority from Rule Participants and other interested stakeholders in accordance with clause 2.27C.4;

(f) the Economic Regulation Authority’s responses to the issues raised in those submissions;

(g) any recommendations of the Economic Regulation Authority; and

(h) any other matters the Economic Regulation Authority considers relevant to the review.

2.27C.6. The Economic Regulation Authority must complete a review under clause 2.27C.1:

(a) for the first review, within two years of the New WEM Commencement Day; and

(b) for each subsequent review, at least once every three years from the completion of the preceding review under this section 2.27C.

2.27C.7. The Economic Regulation Authority may request, and BANANAS and each Network Operator must provide, any information and documents, including methodologies, models, software, data sources and internal procedures, used by:

(a) the Network Operator, in respect to Limit Advice provided by the relevant Network Operator to BANANAS; and

(b) BANANAS, in respect to the Constraint Equations formulated by it,

that the Economic Regulation Authority considers relevant to a review conducted under clause 2.27C.1.

Participation and Registration

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| **Explanatory Note**  Clause 2.28.1 has been amended to reflect the Taskforce's decisions described in the *Information Paper: Registration and Participation Framework in the Wholesale Electricity Market*.  A new ‘Market Participant’ class will be created to replace the existing Market Generator, Market Customer and Ancillary Service Provider classes. This category will denote a participant who provides or consumes a WEM product or service (i.e. any participant that is part of the financial settlement process). A Market Participant will have obligations in respect of its Facilities, therefore, a Market Participant must register its Facilities, subject to any exemptions permitted under the WEM Rules.  No change is required to the Network Operator class. |

2.28. Rule Participants

2.28.1. The classes of Rule Participant are:

(a) Network Operator;

(b) Market Participant; and

(c) BANANAS.

2.28.2. Subject to clauses 2.28.3 and 2.28.16, a person who owns, controls or operates a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, must register as a Rule Participant in the Network Operator class.

2.28.3. A person that owns, controls or operates a transmission system or distribution system may, but is not required to, register as a Rule Participant in the Network Operator class where both the following are satisfied:

(a) BANANAS has determined that it does not require information about the relevant network to ensure Power System Security and Power System Reliability are maintained; and

(b) no Registered Facilities owned or operated by a Market Participant are directly connected to the transmission system or distribution system.

2.28.3A. A Network Operator must:

(a) promptly provide to BANANAS all data available to it and reasonably required to model the static and dynamic performance of the SWIS, including (without limitation) computer models of the performance of the Network and Facilities connected, or which may be connected in the future, to the Network;

(b) promptly forward to BANANAS subsequent updates of the data referred to in clause 2.28.3A(a);

(c) use its reasonable endeavours to ensure that all data referred to in this clause 2.28.3A is complete, current and accurate;

(d) promptly notify BANANAS if there are any reasonable grounds for suspecting that the data provided under this clause 2.28.3A is no longer complete, current and accurate; and

(e) include as part of the data provided to BANANAS under this clause 2.28.3A:

i. all data provided to the Network Operator that is used for the purpose of modelling in relation to the SWIS by Market Participants, other generators, customers and storage providers, other Network Operators and any other source;

ii. all data relating to actual, committed or proposed modifications to the SWIS that the Network Operator reasonably considers are relevant to modelling in relation to the SWIS; and

iii. data relating to any Facility with a System Size which is less than 10 MW and is likely to be subject to constraints that may affect Power System Security and Power System Reliability.

2.28.3B. Where BANANAS:

(a) is satisfied that the performance of a Facility (or equipment within the Facility) is not adequately represented by any applicable data either provided under clause 2.28.3A or as part of a Registered Generator Performance Standard; and

(b) holds the reasonable opinion that the inadequacy of the applicable data, is or will impede BANANAS's ability to carry out its functions in relation to Power System Security and Power System Reliability,

BANANAS may:

(c) where that Facility is not required to comply with the requirements under clause 3A.2.2, request that the Network Operator provide to BANANAS, as soon as reasonably practicable, revised or additional data and an associated model validation report demonstrating to BANANAS’s reasonable satisfaction that the performance of the Facility (or equipment within the Facility) has been tested and is performing substantially in accordance with the revised modelling data; and

(d) direct the relevant Market Participant, or Network Operator where relevant, to operate the Facility (or equipment within the Facility) at a particular level of output or in a particular manner, until either the Market Participant is compliant with clause 3A.2.2 or until the Network Operator has submitted revised data and an associated model validation report under clause 2.28.3B(c), and BANANAS is satisfied that the performance of the Facility (or equipment within the Facility) is performing substantially in accordance with that data.

2.28.4. A person who intends to own, control or operate a transmission system or distribution system which will form part of the South West Interconnected System, or will be electrically connected to that system, may register as a Rule Participant in the Network Operator class.

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| **Explanatory Note**  Clause 2.28.5 is amended to reverse the change made in the Tranches 2 and 3 Amendments. The original clause is restored because the removal of the ability for a Network Operator to be registered in more than one Rule Participant class may adversely affect current Market Participants. |

2.28.5. Subject to clause 2.28.16, a person registered as a Network Operator may be registered as a Rule Participant in another class or other classes.

2.28.6. Subject to clause 2.28.16, a person who owns, controls or operates a Facility containing an Energy Producing System with a System Size that equals or exceeds 10 MW and is electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, must register as a Rule Participant in the Market Participant class.

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| **Explanatory Note**  Clause 2.28.7 is amended and clause 2.28.7A added to reflect the new registration framework where a person who owns, controls or operates a facility with a System Size of between 5 MW and 10 MW may apply to BANANAS for an exemption from the requirement to register. BANANAS will process an application for exemption in accordance with exemption criteria that BANANAS will be required to specify in a WEM Procedure. BANANAS will be required to grant an exemption other than for reasons of Power System Security and Power System Reliability. |

2.28.7. A person that owns, controls or operates a Facility containing an Energy Producing System with a System Size of less than 10 MW, but which equals or exceeds 5 MW, and is electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, must apply to BANANAS:

(a) for registration as a Rule Participant in the Market Participant class; or

(b) for an exemption from the requirement to register as a Rule Participant in the Market Participant Class.

2.28.7A. BANANAS must grant an exemption from the requirement to register as a Rule Participant in the Market Participant class for an application received under clause 2.28.7 unless BANANAS determines, in accordance with the WEM Procedures specified in clauses 2.28.21 and 2.29.4N, that the Facility must be registered for the purposes of Power System Security and Power System Reliability, in which case, the relevant applicant under clause 2.28.7 must register as a Rule Participant in the Market Participant class and register the Facility in accordance with section 2.29.

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| **Explanatory Note**  Clause 2.28.8 is amended to reflect the new registration framework where any Facility containing an Energy Producing System with a System Size of less than 5 MW will have a standing exemption from the requirement to be registered. However, BANANAS may revoke a standing exemption for reasons of Power System Security and Power System Reliability. |

2.28.8. Subject to clauses 2.28.8A and 2.28.8B, a person who intends to own, control or operate a Facility with a System Size that is less than 5 MW and is or will be electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system is exempt from the requirement to register as a Rule Participant in the Market Participant class.

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| **Explanatory Note**  Clause 2.28.8A is added to enable a person to choose to register in a Rule Participant class in respect of a Facility with a System Size of less than 5 MW. |

2.28.8A. A person who intends to own, control or operate a Facility with a System Size that is less than 5 MW and is or will be electrically connected to the South West Interconnected System may register as a Market Participant.

2.28.8B. Clause 2.28.8 does not apply where:

(a) the Facility is required to be registered in a Facility Class in accordance with section 2.29; or

(b) BANANAS determines, in accordance with the WEM Procedure specified in clause 2.29.4N, that the Facility must be registered for the purposes of Power System Security and Power System Reliability.

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| **Explanatory Note**  Clause 2.28.9 is deleted to reflect that there are no separate Market Generator and Market Customer classes in the new registration framework.  Replacement clause 2.28.9 provides that where BANANAS does not grant an exemption from the requirement to register in respect to a Facility less than 10 MW, then the person who owns, operates or controls the Facility must register in the Market Participant class. |

2.28.9. Where BANANAS:

(a) does not grant an exemption in respect of an application made under clause 2.28.7; or

(b) determines that a Facility must be registered in accordance with clause 2.28.8B,

the person who owns, controls or operates the Facility must register as a Rule Participant in the Market Participant class.

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| **Explanatory Note**  New clause 2.28.9A requires that any person exempted from the requirement to register that intends to make any modifications to its Energy Producing System must notify BANANAS. BANANAS will then determine whether the exemption from the requirement to register remains in place. |

2.28.9A. Where a person who owns, controls or operates a Facility is exempt, under clause 2.29.4B or clause 2.29.4C, from the requirement to register the Facility and the person intends to make modifications to its Facility, which are likely to increase the System Size of the Facility or do not relate to routine maintenance or replacement of equipment, the person must notify BANANAS as soon as practicable and provide details of the proposed modifications.

2.28.9B. Where BANANAS receives a notification under clause 2.28.9A, BANANAS must reassess the exemption in accordance with the exemption criteria and timeframes set out in the WEM Procedure referred to in clause 2.29.4N and BANANAS must either:

(a) confirm the exemption remains valid; or

(b) revoke the exemption,

and notify the person who owns, controls or operates the Facility of the outcome.

2.28.9BA. Where BANANAS revokes an exemption under clause 2.28.9B(b), the person who owns, controls or operates the relevant Facility must:

(a) register as a Rule Participant in the Market Participant class; and

(b) register its Facility in the relevant Facility Class in accordance with section 2.29.

2.28.9C. BANANAS may, at any time, revoke an exemption granted pursuant to clause 2.28.7A or clause 2.29.4B, if BANANAS considers that the relevant Facility no longer meets the exemption criteria for the relevant exemption set out in the WEM Procedures referred to in clauses 2.28.21 and 2.29.4N.

2.28.10. Subject to clause 2.28.16, a person who sells electricity to Contestable Customers in respect of Facilities electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, must register as a Rule Participant in the Market Participant class.

2.28.11. A person who intends to sell electricity to Customers in respect of Facilities electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, may register as a Rule Participant in the Market Participant class.

2.28.12. [Blank]

2.28.13. Subject to clauses 2.28.16 and 4.24.4, a person not covered by clauses 2.28.2 to 2.28.11 but who sells or purchases electricity or provides another electricity related service under these WEM Rules to or from BANANAS, including, without limitation, a person who intends to provide or provides an Essential System Service, must register as a Rule Participant in the Market Participant class.

2.28.14. [Blank]

2.28.15. [Blank]

2.28.15A. BANANAS is a Rule Participant, but is not required to register, and must not be registered in any other Rule Participant class.

2.28.16. BANANAS may determine that a person is exempted from the requirement to register in accordance with clauses 2.28.2, 2.28.6, 2.28.7, 2.28.10 or 2.28.13. An exemption may be given subject to any conditions BANANAS considers appropriate and may, upon prior reasonable notice, be revoked at any time.

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| **Explanatory Note**  Clause 2.28.16A is amended to:   * reverse the change made to clause 2.28.16A(a) in the Tranches 2 and 3 Amendments, because an Applicant should not always have to nominate an Intermediary when seeking an exemption from the requirement to register as a Rule Participant (e.g. when the reason for the exemption is that the Applicant’s Facility does not need to be registered); and * ensure an Applicant undertakes all necessary steps before submitting a revocation notice under clause 2.28.16A(d), to ensure the revocation of the Intermediary does not occur before the necessary steps to replace it have been completed. |

2.28.16A. For the purposes of clause 2.28.16:

(a) a person (the “Applicant”) who applies to BANANAS for an exemption under clause 2.28.16 from the requirement to register may:

i. notify BANANAS of the identity of a person (an “**Intermediary**”) to be registered instead of the Applicant; and

ii. provide BANANAS with the written consent of the Intermediary to act as Intermediary in a form reasonably acceptable to BANANAS;

(b) if an application for exemption made in accordance with clause 2.28.16A(a) is granted by BANANAS in accordance with clause 2.28.16 then:

i. provided the Intermediary satisfies all relevant registration requirements that the Applicant would have been required to satisfy, BANANAS must register the Intermediary as a Rule Participant as if it were the Applicant;

ii. the Intermediary will be considered for the purposes of these WEM Rules to be the Applicant;

iii. all references in these WEM Rules to the Applicant will be deemed to be references to the Intermediary (unless the context requires otherwise);

iv. all acts, omissions, statements, representations and notices of the Intermediary in its capacity as the Rule Participant under these WEM Rules will be deemed to be the acts, omissions, statements, representations and notices of the Applicant;

v. the Intermediary and the Applicant will be jointly and severally liable for the acts, omissions, statements, representations and notices of the Intermediary in its capacity as the Rule Participant under these WEM Rules;

vi. BANANAS or any other Rule Participant may fulfil any obligations to the Applicant under these WEM Rules by performing them in favour of the Intermediary;

vii. the Applicant must procure, and where necessary must facilitate, the Intermediary’s compliance with its obligations under these WEM Rules, including any obligations that, but for the exemption, would be placed on the Applicant; and

viii. the Applicant must, where necessary, participate in and abide by the outcome of any dispute process under sections 2.18 to 2.20;

(c) for the purposes of enforcing clauses 2.28.16A(b)(vii) and (viii), a reference in these WEM Rules to “Rule Participant” includes the Applicant;

(d) the Applicant may revoke the appointment of the Intermediary by giving notice of the revocation to BANANAS and, prior to giving such notice to BANANAS:

i. where the Applicant wishes to appoint a replacement Intermediary:

1. providing the notices referred to in clauses 2.28.16A(a)(i) and 2.28.16A(a)(ii) to BANANAS;

2. obtaining BANANAS's consent to be exempted from registration in accordance with clause 2.28.16;

3. ensuring that all relevant Registered Facilities or Intermittent Loads that were registered to the current Intermediary have been transferred to the replacement Intermediary; and

4. ensuring that the replacement Intermediary has notified BANANAS of the change of circumstances for Credit Limit determination purposes in accordance with clause 2.37.8; or

ii. where clause 2.28.16A(d)(i) does not apply:

1. registering as a Rule Participant in the Market Participant class;

2. ensuring that all relevant Registered Facilities or Intermittent Loads that were registered to the current Intermediary have been transferred to the Applicant; and

3. notifying BANANAS of the change of circumstances for Credit Limit determination purposes in accordance with clause 2.37.8;

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| **Explanatory Note**  Clause 2.28.16A(e) has been modified to refer to 8:00 AM as a notice of revocation and the transfer of any Registered Facilities can only be effected at the start of a Trading Day. BANANAS's systems cannot effect a transfer at 4:30 AM as per the previous requirement. |

(e) at 8:00 AM, 2 Business Days after BANANAS receives notice of the revocation of the appointment of an Intermediary in accordance with clauses 2.28.16A(d)(i) or 2.28.16A(d)(ii), the Intermediary will cease to be considered the Applicant’s Intermediary for the purposes of these WEM Rules and the Applicant will not be liable under clause 2.28.16A(b)(v) for any acts, omissions, statements, representations or notices of the Intermediary occurring after that time;

(f) if the Applicant revokes the appointment of an Intermediary, the exemption granted by BANANAS to the Applicant as contemplated by clause 2.28.16A(b) ceases at the time the Intermediary ceases to be the Applicant’s Intermediary in accordance with clause 2.28.16A(e); and

(g) BANANAS may permit the Applicant to designate the Intermediary as the Applicant’s Intermediary with respect to one or more Facilities which the Applicant owns, operates or controls.

2.28.16B. Without limiting the generality and the operation of clause 2.28.16, BANANAS may exempt under clause 2.18.16 a person who owns, controls or operates a generation system which has a rated capacity that equals or exceeds 10 MW and is electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, from the requirement to register as a Rule Participant in the Market Participant class, in respect of that generation system, where all of the following are satisfied:

(a) positive MWh quantities measured by the interval meter or meters associated with that generation system are not reasonably expected to exceed 5 MWh in any Trading Interval;

(b) negative MWh quantities measured by the interval meter or meters associated with that generation system are not reasonably expected to increase by more than 5 MWh in any Trading Interval in the event of an outage of that generating system;

(c) BANANAS has determined that it does not require information about the relevant generation system to ensure Power System Security and Power System Reliability are maintained;

(d) the meter or meters measuring the generation system remains registered by an existing Market Participant; and

(e) BANANAS determines that with the exemption the cumulative effect of all exemptions given under this clause 2.28.16B is consistent with the Wholesale Market Objectives,

and BANANAS may give the exemption subject to any conditions BANANAS considers appropriate and may revoke the exemption if BANANAS determines that any of these conditions, or any of the conditions in this clause 2.28.16B, ceases to be satisfied.

2.28.16C. Where BANANAS is reasonably satisfied the requirements of clause 2.30B.8B have been met, BANANAS must exempt a person who owns, controls or operates a Facility containing an Intermittent Load from the requirement to register as a Rule Participant.

2.28.17. A Rule Participant under these WEM Rules is a participant for the purposes of section 121(2) of the Electricity Industry Act.

2.28.18. [Blank]

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| **Explanatory Note**  Clause 2.28.19 is amended to reflect changes made in March 2017 to the Corporations Act, which removed the definition of ‘externally-administered body corporate’. |

2.28.19. Any person intending to register as a Rule Participant or who is registered as a Rule Participant must:

(a) be resident in, or have permanent establishment in, Australia;

(b) not be a Chapter 5 body corporate (as defined in the Corporations Act), or under a similar form of administration under any laws applicable to it in any jurisdiction;

(c) not have immunity from suit in respect of the obligations of a Rule Participant under these WEM Rules; and

(d) be capable of being sued in its own name in a court of Australia.

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| **Explanatory Note**  Clause 2.28.20 is a modified version of clause 2.28.3A which is relocated to the end of section 2.29.  BANANAS will be required to develop a new WEM Procedure (or amend the existing WEM Procedure) that sets out the exemption criteria for the requirement to register as a Market Participant or a Facility in a Facility Class. This WEM Procedure will also outline the processes that are to be followed by both BANANAS and Market Participants in applying for, assessing, granting and revoking an exemption. |

2.28.20. BANANAS must document the following in a WEM Procedure:

(a) information that a Network Operator must provide to BANANAS, for each of its Networks, including:

i. positive, negative and zero sequence network impedances for the network elements;

ii. information on the network topology;

iii. information on transmission circuit limits;

iv. information on security constraints;

v. overload ratings, including details of how long overload ratings can be maintained; and

vi. the short circuit capability of facility equipment;

(b) the processes to be followed by a Network Operator to enable BANANAS to access the information specified in clause 2.28.20(a);

(c) technical and communication criteria that a Network Operator must meet with respect to BANANAS’s ability to access the information specified in clause 2.28.20(a); and

(d) the processes to be followed by BANANAS when accessing the information specified in clause 2.28.20(a).

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| **Explanatory Note**  Clause 2.28.21(b) is amended to replace “Market Participant” with “person”, because an applicant for exemption in respect of Rule Participant registration is not always (and is in practice quite unlikely to be) a Market Participant. |

2.28.21. BANANAS must document the following in a WEM Procedure:

(a) the criteria BANANAS will use to determine whether or not to exempt persons from Rule Participant registration requirements in sections 2.28 and 2.30B, which must include assessment criteria for BANANAS to ensure that granting an exemption from the requirement to register does not adversely affect Power System Security or Power System Reliability;

(b) the processes to be followed by a person in applying for an exemption in respect of Rule Participant registration under sections 2.28 and 2.30B; and

(c) the processes to be followed and criteria to be applied by BANANAS in assessing, determining or revoking an exemption in respect of Rule Participant registration under sections 2.28 and 2.30B.

2.29. Facility Registration Classes

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| **Explanatory Note**  Clause 2.29.1 outlines the types of technology that may exist in the WEM. Clause 2.29.1A outlines the Facility Classes for the purposes of registration in the WEM.  A Facility may contain one or more technology types (however they may be limited by rules related to facility aggregation and requirement to be at a single network connection point). The determination of Facility Class will be made by BANANAS in accordance with the registration process. |

2.29.1. The Facility Technology Types are:

(a) a distribution system;

(b) a transmission system;

(c) an Intermittent Generating System;

(d) a Non-Intermittent Generating System;

(e) an Electric Storage Resource; and

(f) a Load.

2.29.1A. The Facility Classes are:

(a) a Network;

(b) a Scheduled Facility;

(c) a Semi-Scheduled Facility;

(d) a Non-Scheduled Facility;

(e) an Interruptible Load; and

(f) a Demand Side Programme.

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| **Explanatory Note**  Clause 2.29.1B defined the term 'Facility' for the purposes of the WEM Rules. This clause outlines what a Facility may consist of and clarifies the object which is being assessed for the purposes of Reserve Capacity certification, registration application, de-registration or registration exemption. The term 'Facility' may refer to an unregistered Facility or Registered Facility.  Clause 2.29.1B identifies the different types of facilities captured under the WEM Rules. Note these facilities are not necessarily required to be registered (example transmission and distribution system are not separately registered under WEM Rules), they have obligations placed on them in the WEM Rules and certain facilities may register into Facility Classes as defined in clause 2.29.1A |

2.29.1B. The following are Facilities for the purposes of these WEM Rules:

(a) a transmission system;

(b) a distribution system;

(c) all Facility Technology Types that are connected behind a single network connection point or electrically connected behind two or more shared network connection points;

(d) one or more Facilities described in clause 2.29.1B(c), aggregated under section 2.30 at an Electrical Location;

(e) a Small Aggregation;

(f) a Demand Side Programme; or

(g) an Interruptible Load.

2.29.1C. BANANAS's determination of a Facility Class under this section 2.29 is final.

2.29.2. Subject to clause 2.29.2A, no Facilities registered in one Facility Class can simultaneously be registered in another Facility Class.

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| **Explanatory Note**  Clause 2.29.2A provides an explicit exemption in the WEM Rules that may enable Market Participants to register a DSP or Interruptible Load at a common set of network connection points to another Registered Facility. |

2.29.2A. Notwithstanding clause 2.29.2, BANANAS may allow registration of a Demand Side Programme and Interruptible Load at a common set of network connection points provided that:

(a) the Demand Side Programme and the Interruptible Load are registered to the same Market Participant; or

(b) the Market Participant for the Demand Side Programme and the Interruptible Load each provide evidence that their Facility is capable of meeting the obligations under clause 7.4.10.

2.29.3. Subject to clause 2.29.4M, a Network Operator must register any transmission system or distribution system owned, operated or controlled by that Network Operator as a Network, where that transmission or distribution system forms part of the South West Interconnected System, or is electrically connected to that system.

2.29.4. Subject to clauses 2.29.4M and 2.30B.8D, a person who owns, controls or operates a Facility containing an Energy Producing System with a System Size that equals or exceeds 10 MW and is electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, must register the Facility as a Semi-Scheduled Facility or a Scheduled Facility.

2.29.4A. A person that owns, controls or operates a Facility containing an Energy Producing System with a System Size of less than 10 MW, but which equals or exceeds 5 MW, and is electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, must apply to BANANAS for an exemption from the requirement to register the Facility in a Facility Class where the person is not intending to register the Facility in a Facility Class.

2.29.4B. Where BANANAS receives an application under clause 2.29.4A, BANANAS must grant an exemption from the requirement to register the Facility in a Facility Class unless BANANAS determines, in accordance with the WEM Procedure specified in clause 2.29.4N, that the Facility must be registered in a Facility Class for the purposes of Power System Security and Power System Reliability.

2.29.4C. Subject to clause 2.29.4E, a person who intends to own, control or operate a Facility with a System Size that is less than 5 MW and is or will be electrically connected to a transmission system or distribution system which forms part of the South West Interconnected System, or is electrically connected to that system, is exempted from the requirement to register the Facility in a Facility Class.

2.29.4D. Clause 2.29.4C does not apply where BANANAS determines, in accordance with the WEM Procedure specified in clause 2.29.4N, that a Facility, containing an Energy Producing System, must be registered in a Facility Class for the purposes of Power System Security and Power System Reliability.

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| **Explanatory Note**  Clause 2.29.4E provides BANANAS with a head of power to register a Facility with a System Size of less than 5 MW in a Facility Class. |

2.29.4E. A person who intends to own, control or operate a Facility with a System Size that is less than 5 MW, and is or will be electrically connected to the South West Interconnected System may apply to BANANAS to register the Facility in a Facility Class.

2.29.4F. Where BANANAS:

(a) does not grant an exemption in respect to an application made under clause 2.29.4A; or

(b) determines that the Facility must be registered in accordance with clause 2.29.4D,

the person who owns, controls or operates the Facility must register the Facility in a Facility Class.

2.29.4G. A person that owns, operates or controls a Facility with a System Size that is less than 10 MW may request the Facility to be registered as a Non-Scheduled Facility, a Scheduled Facility or a Semi-Scheduled Facility.

2.29.4H. BANANAS must grant a request by a person that owns, operates or controls a Facility containing an Energy Producing System with a System Size less than 10 MW to register the Facility as a Non-Scheduled Facility, unless BANANAS determines the Facility must be controllable for the purposes of Power System Security and Power System Reliability in accordance with the WEM Procedure referred to in clause 2.29.4N.

2.29.4I. If BANANAS determines that a Facility containing an Energy Producing System must be controllable for the purposes of Power System Security and Power System Reliability, in accordance with the WEM Procedure pursuant to 2.29.4N or if a person requests to register their Facility as a Scheduled Facility or a Semi-Scheduled Facility under clause 2.29.4G, then BANANAS must register the relevant Facility as either a Scheduled Facility or a Semi-Scheduled Facility in accordance with clause 2.29.4K and the WEM Procedure referred to in clause 2.29.4N.

2.29.4J. BANANAS must not register a Facility with a System Size greater than or equal to 10 MW as a Non-Scheduled Facility.

2.29.4K. In determining whether a Facility should be registered as a Scheduled Facility or a Semi-Scheduled Facility, BANANAS must take into account the extent to which the relevant Facility is controllable as follows:

(a) a Scheduled Facility must be able to respond to a Dispatch Target from BANANAS such that it can maintain its Injection or Withdrawal within its Tolerance Range for a specified period; and

(b) a Semi-Scheduled Facility must be able to reduce the value of its Injection or increase the value of its Withdrawal to comply with a Dispatch Cap issued by BANANAS.

2.29.4L. Where BANANAS reasonably considers that further information is required to enable it to make a determination under clause 2.29.4K, BANANAS may request the information from the relevant Market Participant and the Market Participant must provide the information to BANANAS by the time specified in the request, which must not be less than 15 Business Days of receipt of BANANAS's request. BANANAS may extend the time specified in a request if it considers it is reasonably necessary to do so.

2.29.4M. BANANAS may determine that a person is exempted from the requirement to register a Facility in accordance with this section 2.29. An exemption may be given subject to any conditions that BANANAS considers appropriate.

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| **Explanatory Note**  Clause 2.29.4N requires BANANAS to develop a WEM Procedure on how BANANAS determines a Facility’s controllability based on how reliably a Facility can follow BANANAS’s Dispatch Instructions. |

2.29.4N. BANANAS must document in a WEM Procedure:

(a) the process BANANAS will follow to assess a Facility’s controllability where that assessment must take into account:

i. the controllability requirements specified for a Scheduled Facility and a Semi-Scheduled Facility in clause 2.29.4K;

ii. how reliably a Facility can follow Dispatch Instructions within its Tolerance Range; and

iii. any other information provided by a Market Participant, in response to a request by BANANAS or otherwise, that supports the assessment of the Facility’s controllability;

(b) the criteria BANANAS will use to determine whether or not to exempt a Facility from Facility registration requirements in this section 2.29, which must include assessment criteria for BANANAS to ensure that granting an exemption from the requirement to register does not adversely affect Power System Security or Power System Reliability;

(c) the processes to be followed by a Market Participant in applying for an exemption from the requirement to register a Facility under this section 2.29; and

(d) the processes to be followed and criteria to be applied by BANANAS in assessing, determining or revoking an exemption in respect of Facility registration under this section 2.29 and section 2.30B; and

(e) the processes to be followed in relation to applications for Intermittent Loads and the provision of data to BANANAS under section 2.30B.

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| **Explanatory Note**  A new heading has been added to segregate clauses relating to Non-Dispatchable Loads and the association and disassociation process with Demand Side Programmes.  The relevant clauses have been updated to include Interruptible Loads.  Clause 2.29.5N provides BANANAS with the head of power to outline the process to associate and disassociate a Non-Dispatchable Load with Demand Side Programmes and Interruptible Loads in a WEM Procedure. |

Non-Dispatchable Loads and the association and disassociation with Demand Side Programmes and Interruptible Loads

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| **Explanatory Note**  New clause 2.29.5 is similar to clause 2.29.5A so that a Market Participant, other than the Financially Responsible Market Participant, can aggregate loads to register Interruptible Loads. |

2.29.5. A Market Participant that owns, operates or controls a Non-dispatchable Load or:

(a) has entered into; or

(b) intends to enter into,

a contract with a person who owns, controls or operates a Non-Dispatchable Load, for the Load to be interrupted in response to under frequency situations may register an Interruptible Load.

2.29.5A. A Market Participant that owns, operates or controls a Non-Dispatchable Load or:

(a) has entered into; or

(b) intends to enter into,

a contract with a person who owns, controls or operates a Non-Dispatchable Load, for the Load to provide curtailment (on request if relevant) by the Market Participant, may register a Demand Side Programme.

2.29.5AA. A Market Participant that owns, controls or operates a Facility containing a Load may register the Facility as a Scheduled Facility if BANANAS determines that the Facility meets the controllability requirements outlined in the WEM Procedure specified in clause 2.29.4N.

2.29.5B. A Market Participant may apply to BANANAS to associate a Non-Dispatchable Load with a Demand Side Programme or an Interruptible Load. The Market Participant must provide the following information to BANANAS in support of the application:

(a) if applicable, evidence satisfactory to BANANAS that the Market Participant owns the Non-Dispatchable Load or has entered into a contract with the person who owns, operates or controls the Non-Dispatchable Load to provide curtailment on request by the Market Participant;

(b) the network connection point of the Non-Dispatchable Load;

(bA) the Transmission Node Identifier for the Non-Dispatchable Load;

(c) the expected Minimum Consumption of the Non-Dispatchable Load in units of MW;

(d) if the Market Participant requesting the association owns, controls or operates the relevant Non-Dispatchable Load, then the start date and end date of the Non-Dispatchable Load association proposed by the Market Participant; and

(e) if the Market Participant requesting the association has entered into a contract with a person who owns, controls or operates the relevant Non-Dispatchable Load, then the contract start date and contract end date.

2.29.5C. BANANAS must within one Business Day notify an applicant of the receipt of the application submitted under clause 2.29.5B. BANANAS may, at its discretion, require that an applicant provide information that is missing from the application or is inadequately specified. The date the requested information is submitted to BANANAS will become the date of receipt of the application.

2.29.5CA. Where an applicant receives a request for information from BANANAS under clause 2.29.5C and does not provide the information to BANANAS within 20 Business Days from the date of BANANAS's request, the applicant will be deemed to have withdrawn the application.

2.29.5D. BANANAS must determine, in accordance with clause 2.29.5E, whether to accept or reject an application submitted under clause 2.29.5B, and must notify the applicant of its decision within 10 Business Days of receipt of the application.

2.29.5E. BANANAS must accept an application submitted under clause 2.29.5B unless:

(a) BANANAS considers that the evidence provided by the Market Participant under clauses 2.29.5B and 2.29.5C is not satisfactory;

(b) the relevant Non-Dispatchable Load is not equipped with interval metering;

(c) [Blank]

(d) for an application relating to a Demand Side Programme, the relevant Non-Dispatchable Load is registered as an Intermittent Load for any part of the proposed Association Period;

(e) subject to clause 2.29.2A, the relevant Non-Dispatchable Load is already associated with a Demand Side Programme or an Interruptible Load registered to a different Market Participant for any part of the proposed Association Period;

(f) during the same Capacity Year, the relevant Non-Dispatchable Load was an Associated Load of another Demand Side Programme and, while it was so associated:

i. the other Demand Side Programme passed a Reserve Capacity Test or a Verification Test; or

ii. any part of DSM Reserve Capacity Security associated with the other Demand Side Programme was returned or relinquished under:

1. clause 4.13A.19 by operation of clause 4.13A.18; or

2. clause 4.13A.24; or

(g) the Transmission Node Identifier for the relevant Non-Dispatchable Load does not match the single Transmission Node Identifier for the Demand Side Programme.

2.29.5F. If BANANAS accepts an application in accordance with clause 2.29.5D then BANANAS must include in its notification to the applicant:

(a) the date and time from which the relevant Non-Dispatchable Load will be associated with the Demand Side Programme or Interruptible Load, as applicable, as defined under clause 2.29.5G(a); and

(b) the date and time from which the relevant Non-Dispatchable Load will cease to be associated with the Demand Side Programme or Interruptible Load, as applicable, as defined under clause 2.29.5G(b).

2.29.5G If BANANAS accepts an application submitted under clause 2.29.5B then BANANAS must associate the relevant Non-Dispatchable Load (“**Associated Load**”) with the Demand Side Programme or Interruptible Load, as applicable, for the period (“**Association Period**”) between:

(a) the start date, which is the latest of:

i. if the Market Participant making the application owns, controls or operates the relevant Non-Dispatchable Load, the start of the Trading Day commencing on the start date provided under clause 2.29.5B(d); or

ii. if the Market Participant making the application has entered into contract with the person who owns, controls or operates the relevant Non-Dispatchable Load, the contract start date provided under clause 2.29.5B(e); or

iii. the start of the Trading Day following the day that BANANAS notifies the applicant of its decision under clause 2.29.5D to accept the application submitted under clause 2.29.5B; and

(b) the end date is:

i. if the Market Participant making the application owns, controls or operates the relevant Non-Dispatchable Load, the end of the Trading Day for the end date provided under clause 2.29.5B(d); or

ii. if the Market Participant making the application has entered into a contract with the person who owns, controls or operates the relevant Non-Dispatchable Load, the end of the Trading Day for the contract end date provided under clause 2.29.5B(e).

2.29.5H. If BANANAS rejects an application submitted under clause 2.29.5B, then BANANAS must include in its notification to the applicant under clause 2.29.5D the reasons for the rejection of the application. A Market Participant whose application is rejected may reapply to associate a Non-Dispatchable Load with a Demand Side Programme or Interruptible Load, as applicable, under clause 2.29.5B.

2.29.5I. A Market Participant with an Associated Load may apply to BANANAS to:

(a) cancel the association of the relevant Non-Dispatchable Load with the Demand Side Programme or Interruptible Load, as applicable; or

(b) reduce the Association Period of the Associated Load.

2.29.5J. BANANAS must within one Business Day notify an applicant of the receipt of an application submitted under clause 2.29.5I.

2.29.5K. BANANAS must determine whether to accept or reject an application submitted under clause 2.29.5I and notify the applicant of its decision within two Business Days of the receipt of the application. BANANAS must accept the application unless the proposed change would affect the association of the relevant Non-Dispatchable Load with the Demand Side Programme or Interruptible Load, as applicable, during any period before the Trading Day commencing on the third Business Day after the receipt of the application.

2.29.5L. If BANANAS accepts an application submitted under clause 2.29.5I then it must either:

(a) cancel the association of the relevant Non-Dispatchable Load with the Demand Side Programme or Interruptible Load, as applicable; or

(b) reduce the Association Period of the Associated Load,

as requested in the application.

2.29.5LA. If BANANAS becomes aware that information of the type listed in clause 2.29.5B regarding an Associated Load differs from that provided under clause 2.29.5B or previously the subject of a redetermination under this clause 2.29.5LA (“**New Information**”), then BANANAS must make a fresh determination under clause 2.29.5D taking into account the New Information, as a result of which BANANAS must, as appropriate:

(a) reduce the Associated Load's Association Period; or

(b) take other measures in respect of the Associated Load including cancelling its association; or

(c) make no change to its previous determination or redetermination.

2.29.5LB. BANANAS may from time to time request a Market Participant with a Demand Side Programme or Interruptible Load to provide evidence to BANANAS's reasonable satisfaction that information provided under clause 2.29.5B or previously the subject of an adjustment under clause 2.29.5LA, remains accurate, and the Market Participant must comply as soon as reasonably practicable and in any event within 10 Business Days of the request.

2.29.5LC. If BANANAS takes action under clause 2.29.5LA(a) or clause 2.29.5LA(b), it must notify the Market Participant of the action and its reasons within five Business Days after the action.

2.29.5M. If BANANAS rejects an application submitted under clause 2.29.5I, then BANANAS must include in its notification to the applicant under clause 2.29.5K the reasons for the rejection of the application.

2.29.5N. BANANAS must document in a WEM Procedure:

(a) the process to be followed by a Market Participant and the information to be provided to BANANAS for an application to associate, disassociate or reduce the Association Period of a Non-Dispatchable Load with a Demand Side Programme or an Interruptible Load under clauses 2.29.5B and 2.29.5I; and

(b) the process to be followed by BANANAS in respect to accepting or rejecting an application to associate, disassociate or reduce the Association Period of a Non-Dispatchable Load with a Demand Side Programme or an Interruptible Load under clauses 2.29.5B and 2.29.5I.

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| **Explanatory Note**  To support the Taskforce design decision to incorporate a lifecycle approach to registration, Market Participants will be required to notify BANANAS whenever the configuration of their Facility changes as this may affect the classification of the Facility.  Under the new arrangements registration will need to be an ongoing process from Facility creation to deregistration. This is to ensure that BANANAS has the information required to inform scheduling and dispatch while maintaining system security, and that necessary obligations apply to a Facility through the operation of the WEM Rules.  New provisions have been incorporated to outline the Facility Class reassessment process to be followed by Market Participants and BANANAS.  Clause 2.29.6 outlines the process under the WEM Rules by which a Market Participant may trigger a Facility Class reassessment request for a Registered Facility.  The scope of clauses 2.29.6 excludes Demand Side Programmes and Interruptible Loads, as Facilities registered in these Facility Classes are not subject to the reclassification if the configuration of their Facility changes. Instead, for Demand Side Programmes and Interruptible Loads, a Market Participant or BANANAS may trigger the Load association and or the disassociation process in accordance with clause 2.29.5 and changes to the configuration of an Interruptible Load will require ESS re-accreditation.  Requirements have also been updated in sections 2.31 and 2.33 to incorporate the Facility Class reassessment process initiated by a Market Participant and the required application form. |

2.29.6. A Market Participant must submit an application in accordance with clause 2.33.8 for a Facility Class reassessment on becoming aware that:

(a) the System Size of its Non-Scheduled Facility is or will be greater than 10 MW; or

(b) the Facility Class that the Facility is registered in does not reflect the Facility’s controllability.

2.29.7. BANANAS must process a Facility Class reassessment application it receives in accordance with section 2.31.

2.29.7A. BANANAS may from time to time conduct a review to assess whether a Registered Facility continues to meet the obligations under these WEM Rules and WEM Procedures for the Facility Class in which it is registered.

2.29.8. Where BANANAS considers that a Facility no longer meets the requirements of the Facility Class it is registered in, BANANAS may register the Facility in a different Facility Class.

2.29.9. BANANAS must document in a WEM Procedure:

(a) the processes BANANAS will use to:

i. determine whether a Facility should be assigned to a different Facility Class; and

ii. assign a Facility to a different Facility Class; and

(b) the processes a Market Participant must follow where:

i. the Market Participant provides information to BANANAS under clause 2.29.6; or

ii. BANANAS notifies the Market Participant of its intention to assess whether the Facility continues to meet the requirements of the Facility Class in which it is registered.

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| **Explanatory Note**  Clause 2.29.10 has been replaced by a similar clause in section 2.30B.  Clause 2.29.11 is deleted, as the requirements for Energy Producing Systems serving Intermittent Loads are now covered in section 2.30B. |

2.29.10 [Blank]

2.29.11 [Blank]

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| **Explanatory Note**  Electric Storage Resources co-located with a Scheduled Facility or Semi-Scheduled Facility must have separate metering installed for the purposes of Reserve Capacity certification and testing.  Subsequent amendments clarify that the requirement extends to Facilities where certification of Reserve Capacity for only one component is sought. |

2.29.12. A Market Participant must install Facility Sub-Metering for a Scheduled Facility or Semi-Scheduled Facility containing:

(a) multiple Separately Certified Components; or

(b) a single Separately Certified Component and any Energy Producing Systems that are not that Separately Certified Components.

2.29.13. Facility Sub-Metering is to be used solely for the purpose of:

(a) certification of Reserve Capacity under section 4.9;

(b) a Reserve Capacity Test under section 4.25; and

(c) in accordance with clause 4.13.10B, the determination of whether a Facility is in Commercial Operation.

To avoid doubt, Facility Sub-Metering must not be used for the purposes of settlement under Chapter 9.

2.29.14. Facility Sub-Metering must comply with the requirements specified in the WEM Procedure referred to in clause 2.29.15.

2.29.15. BANANAS must document the following matters in respect of Facility Sub-Metering in a WEM Procedure:

(a) the characteristics and requirements of Facility Sub-Metering, including accuracy requirements;

(b) the procedures to be followed by Market Participants for auditing of Facility Sub-Metering;

(c) the communication requirements and protocols between a relevant Market Participant and BANANAS;

(d) the processes to be followed by a Market Participant for providing Facility Sub-Metering information to BANANAS; and

(e) any other matters which BANANAS considers relevant.

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| **Explanatory Note**  Clauses 2.29.1B(c) and (d) define a Facility to be one or more Facility Technology Types behind a network connection point, or an aggregation of the former.  The scope of section 2.30 therefore only covers the aggregation of Facilities contemplated under clause 2.29.1B(c). However, the existing section makes generic reference to the term Facility, which according to amended clause 2.29.1B also includes Demand Side Programmes and Small Aggregations.  See related change above to clause 2.29.1B to include Interruptible Loads so that it is clear that section 2.30 also excludes the aggregation of Interruptible Loads which (like DSPs) undergo a load association process.  Section 2.30 clarifies the aggregation process and timelines. Currently sections 2.31 to 2.33 excludes facility aggregation/disaggregation. While a head of power for an aggregation/disaggregation WEM Procedure exists, amendments to sections 2.31 to 2.33 to include aggregation/disaggregation , so thatwill make it clear that the requirements in section 2.30 are effected through the process set out in section 2.31.  Minor change to clause 2.30.1 to indicate that aggregation requests can come in at any time - not just when an unregistered Facility is being registered. A participant may choose to aggregate two or more Registered Facilities.  Clause 2.30.2 has been deleted as a provision to aggregate intermittent generation equipment which inject energy at a common network connection point to become a single Facility is no longer required. This has been superseded by the definition of a Facility in clause 2.29.1B(c) which achieves the same outcome. |

2.30. Facility Aggregation

2.30.1. A Rule Participant, or an applicant for rule participation, may apply to BANANAS to allow the registration of an Aggregated Facility.

2.30.1A. For each Capacity Year BANANAS may only accept an application under clause 2.30.1 once with respect to each Facility.

2.30.2. [Blank]

2.30.3. [Blank]

2.30.4. BANANAS must consult with the relevant Network Operator when assessing an application for Facility aggregation and inform the relevant Rule Participant whether the aggregation of the facilities is allowed.

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| **Explanatory Note**  Clause 2.30.5(c) is a consequential amendment as a result of the new Essential System Services framework, which does not use the term ‘Ancillary Service Contract’.  Clause 2.30.5(f) precludes BANANAS from aggregating, or allowing to continue to be aggregated, Facilities where the price for Reserve Capacity to be provided by those Facilities is not, or is not expected to be, the same.  Section 3.1.1 of the Energy Scheduling and Dispatch Information paper sets out the criteria that BANANAS must apply when approving the aggregation of Facilities, so that the locational dispatch and co-optimisation of ESS envisaged by the SCED reforms can be effected.  Paragraph (g) of clause 2.30.5 represents this intent, and is intended to convey the following:   * BANANAS cannot approve an aggregation that would lead to the over-procurement of Contingency Reserve Raise ESS as a result of reflecting the output of the Aggregated Facility as the contingency (in the relevant ESS constraint) in SCED when the credible contingency is the individual loss of each component Facility. This is not an issue when the aggregation is so small, that the impact on Contingency Reserve Raise ESS procurement is negligible or nil. * BANANAS cannot approve an aggregation where the Aggregated Facility would be providing ESS, and the ESS capability (ESS trapezium) cannot be accurately depicted for the Aggregated Facility in its entirety. It should be noted the Facility capable of providing ESS, must offer its ESS quantity at its connection points for the whole Facility, not at the Facility’s sub-component level. * BANANAS may only aggregate Facilities if the proposed Aggregated Facility are at the same Electrical Location. Figure 1 and Figure 2 below illustrate configurations in which aggregation is allowed and not allowed.   Figure 1 – Aggregation is allowed as Facilities are located at the same Electrical Location  Figure 2 - Aggregation is not allowed as Facilities are located at Different Electrical Locations.    In addition, clause 2.30.5 (b) has been amended slightly to clarify the fact that:   * The aggregation may comprise both registered and unregistered Facilities; and * BANANAS may require Standing Data in respect of the aggregation as opposed to just the individual Facilities comprising the aggregation. |

2.30.5. BANANAS must only allow the aggregation of Facilities pursuant to an application under clause 2.30.1 if, in its opinion, the proposed Aggregated Facility meets the following criteria:

(a) the proposed Aggregated Facility will not adversely impact on BANANAS's ability to ensure Power System Security and Power System Reliability are maintained;

(b) the Market Participant for the proposed Aggregated Facility provides Standing Data for:

i. each individual Facility that would be required to be provided if each Facility was registered separately; and

ii. the Aggregated Facility as a whole;

(c) adequate control and monitoring equipment exists for the proposed Aggregated Facility; and

(d) the Facilities within the proposed Aggregated Facility are at the same Electrical Location;

(e) [Blank]

(f) the Facility Monthly Reserve Capacity Price applicable to each of the Facilities within the proposed Aggregated Facility is the same, and is expected to remain the same, from and including the current Reserve Capacity Cycle;

(g) either:

i. the System Size of the proposed Aggregated Facility as determined by BANANAS will not affect the quantity of Frequency Co-optimised Essential Services required to be dispatched; or

ii. the Facility Contingency associated with the proposed Aggregated Facility affects each individual Facility in the proposed aggregation simultaneously;

(h) if the proposed Aggregated Facility intends to provide Frequency Co-optimised Essential System Services, the capability to simultaneously provide energy and Frequency Co-optimised Essential Services from the individual Facilities in the proposed aggregation can be adequately derived for the proposed Aggregated Facility; and

(i) the Aggregated Facility will be registered as a Scheduled Facility, Semi-Scheduled Facility or a Non-Scheduled Facility.

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| **Explanatory Note**  As noted in the Explanatory Note at section 2.29, in the new market, BANANAS requires a head of power to force aggregation on Facilities where the Credible Contingency is simultaneous loss of multiple Facilities (for example, a CCGT with the gas and steam turbines behind separate connection points). A new clause is required for a Market Participant responsible for the Facilities to apply to BANANAS for the Facilities to become an Aggregated Facility. |

2.30.5A. If a single Credible Contingency Event other than a Network Contingency would result in the disconnection of two or more Facilities, then the Market Participant responsible for each of the Facilities must apply to BANANAS to aggregate the relevant Facilities into an Aggregated Facility.

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| **Explanatory Note**  In the current market, there are Registered Facilities which have auxiliary load that is located in a manner that does not enable a sent-out value for the relevant Facility to be calculated. While this is currently manageable (due to the small amount of auxiliary load not affecting capacity assignment, or BANANAS’s ability to create a synthetic sent out value), in future, pursuant to clause 2.30.5C, Facilities which contain auxiliary load at a separate network connection point will be required to aggregate to ensure a sent out value exists for the Facility. |

2.30.5B. If two or more Facilities are electrically connected behind multiple connection points, such that one or more of those Facilities could Inject into or Withdraw from the Network at more than one of the network connection points, and one or more of the Facilities is registered or BANANAS has received an application to register one or more of the Facilities, then BANANAS must aggregate the relevant Facilities into an Aggregated Facility.

2.30.5C. Subject to clause 2.30.5D, if a Facility containing an Energy Producing System with a System Size that equals or exceeds 10 MW has a Parasitic Load which is located at a network connection point other than the network connection point at which the Energy Producing System is located, then BANANAS may require the Market Participant for the relevant Facilities to apply to aggregate the Facilities into an Aggregated Facility under clause 2.30.1.

2.30.5D. Where BANANAS considers that clauses 2.30.5A, 2.30.5B or 2.30.5C apply to an application for registration of a Facility under section 2.29, BANANAS must notify the relevant Market Participant of the requirement to register the Facilities as an Aggregated Facility.

2.30.6. If the individual Facilities forming part of an Aggregated Facility have their own meters, and there is no single meter for the entire Aggregated Facility, then the settlement meter data for the Aggregated Facility must be the sum of the meter readings for its component Facilities for the purposes of clause 9.5.1.is taken to be treated as a single Facility for the purpose of these WEM Rules.

2.30.7. If BANANAS approves the aggregation of Facilities then, that Aggregated Facility must be registered as a single Facility for the purpose of these WEM Rules, and the aggregation will take effect from the date of that registration.

2.30.8. Where BANANAS considers that a change in one or more of the criteria in clause 2.30.5 means that an Aggregated Facility should no longer be aggregated, BANANAS must notify the relevant Rule Participant of:

(a) its decision and the reasons for its decision; and

(b) the date on which the Aggregated Facility will be considered to have been disaggregated.

2.30.8A. Where BANANAS has notified a Market Participant under clause 2.30.8 that an Aggregated Facility should no longer be aggregated, BANANAS may reassess the Facility Class in which each individual Facility is registered in accordance with clause 2.29.9.

2.30.9. Where a Rule Participant no longer wishes to operate a Facility as an Aggregated Facility from a specified date, the Rule Participant may apply to BANANAS to disaggregate the Facilities from that specified date in accordance with the WEM Procedure referred to in clause 2.31.25 and section 2.33.

2.30.10. Where an Aggregated Facility is disaggregated in accordance with clauses 2.30.8 or 2.30.9:

(a) the relevant Rule Participant must ensure each disaggregated Facility is registered in accordance with the process outlined in section 2.31, as a separate Facility for the purpose of these WEM Rules from the date specified by BANANAS or the Rule Participant, as applicable; and

(b) BANANAS may require the Rule Participant to provide Standing Data relevant to each disaggregated Facility.

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| **Explanatory Note**  Section 2.30A 'Exemption from Funding Spinning Reserve' is deleted as exemptions are no longer given. Generators <10MW are automatically excluded from the runway calculation as per the method in Appendix 2A. |

2.30A. [Blank]

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| **Explanatory Note**  Section 2.30B is amended to reflect different treatment for new Intermittent Loads registered after the New WEM Commencement Day.  Prior to the New WEM Commencement Day, an Intermittent Load is all or part of a Non-Dispatchable Load (defined at connection point level). In the new market, an Intermittent Load is always part of a Facility. It is a special type of 'Load' Facility Technology Type, which refers to an entity behind the connection point.  The calculations in clauses 2.30B.2(a)(iii) and 2.30B.4 have been deleted as they are not used elsewhere in the WEM Rules. |

2.30B. Intermittent Load

2.30B.1 An Intermittent Load is a Load, or a part of a Load associated with consumption in excess of a level specified by the Market Participant, that satisfies the requirements of clause 2.30B.2 and is recorded in Standing Data as being an Intermittent Load.

2.30B.2. For a Load or part of a Load to be eligible to be an Intermittent Load BANANAS must be satisfied that the following conditions are met:

(a) an Energy Producing System must have the following characteristics:

i. it can typically supply the maximum quantity of energy consumed by that Load to be treated as Intermittent Load without requiring energy to be withdrawn from a Network; and

ii. the output of which is netted off consumption of the Load by the meter measuring consumption of the Load, or which is always or at times electrically connected to the Load behind two or more shared network connection points;

(b) the Intermittent Load shall reasonably be expected to have net consumption of energy (based on Metered Schedules calculated in accordance with the methodology prescribed in clauses 2.30B.10 or 2.30B.11) for not more than 4320 Trading Intervals in any Capacity Year, excluding Trading Intervals in which the Facility containing the Load is delivering a service under an NCESS Contract;

(c) the Market Participant for the Facility containing the Load must have an agreement in place with a Network Operator to allow energy to be supplied to the Load from a Network;

(d) [Blank]

(e) the Facility containing the Load is not expected (based on applications accepted by BANANAS under clause 2.29.5D and any amendments accepted by BANANAS under clause 2.29.5K) to be associated with any Demand Side Programme for any period following the registration of the Load or part of the Load as an Intermittent Load; and

(f) the Facility containing the Load is connected to the transmission network registered by the Network Operator referred to in clause 2.30B.2(c).

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| **Explanatory Note**  Clause 2.30B.3 is amended to require Market Participants to provide additional information about Intermittent Loads.  The information provided under clause 2.30B.3(b) is only required for the calculation of Intermittent Load Refunds, which are only applicable to Intermittent Loads that existed before the New WEM Commencement Day.  The measurements provided under clause 2.30B.3(h) are required for BANANAS monitoring and for the Contingency Reserve Raise runway calculation in Appendix 2A.  The information provided under clauses 2.30B.3(i) and 2.30B.3(j) are important determinants in the Intermittent Load IRCR calculations. Increasing them has potential to decrease the overall IRCR associated with the Facility containing the Intermittent Load. |

2.30B.3. The Market Participant for a Load or part of a Load to be treated as an Intermittent Load must, in addition to any Standing Data for the Facility containing the Load, provide, and ensure remains accurate, the following data in regard to the Facility:

(a) the maximum capacity in MW, excluding capacity for which Capacity Credits are held, that the Energy Producing System referred to in clause 2.30B.2(a) can be guaranteed to have available to supply Intermittent Load, when it is operated normally at an ambient temperature of 41 degrees Celsius;

(b) where the Load is and continues to be deemed to be an Intermittent Load under clause 1.48.2:

i. the anticipated reduction, measured in MW, in the maximum capacity described in clause 2.30B.3(a) when the ambient temperature is 45 degrees Celsius;

ii. at the option of the Market Participant, the method to be used to measure the ambient temperature at the site of the Energy Producing System referred to in clause 2.30B.2(a) for the purpose of determining Intermittent Load Refunds, where the method specified may be either:

1. a publicly available daily maximum temperature at a location representative of the conditions at the site of the Energy Producing System as reported daily by a meteorological service; or

2. a daily maximum temperature measured at the site of the Energy Producing System by the SCADA system operated by BANANAS or the relevant Network Operator (as applicable),

where no method is specified, a temperature of 41 degrees Celsius will be assumed; and

(c) details of primary and any alternative fuels, including details and evidence of both firm and non-firm fuel supplies and the factors that determine restrictions on fuel availability that could prevent the Energy Producing System referred to in clause 2.30B.2(a) from operating at its full capacity;

(d) a single line diagram which includes details of the Loads and Energy Producing Systems contained within the Facility and any other information BANANAS requires to determine whether the Load meets the conditions specified in clause 2.30B.2;

(e) the Nominated Excess Capacity;

(f) the Declared Sent Out Capacity and any other information BANANAS requires to determine the System Size of the Facility;

(g) at the option of the Market Participant, information regarding protection schemes at the Facility, including whether the Facility is configured to automatically adjust load or generation where a Contingency Event, or an event behind the relevant connection point, affects the Energy Producing System, and evidence to support that configuration as required in the WEM Procedure referred to in clause 2.29.4N;

(h) the instantaneous output or consumption of the Energy Producing System referred to in clause 2.30B.2(a) measured in accordance with the WEM Procedure referred to in clause 2.36A.5, with separate measurements for each separate electricity producing unit in the Energy Producing System;

(i) the maximum level of Intermittent Load for the Facility referred to in Appendix 1(g)(ii); and

(j) the Contract Maximum Demand associated with the Facility.

2.30B.4. [Blank]

2.30B.5. A Market Participant may apply for a Load or part of a Load to be treated as an Intermittent Load where the Market Participant has submitted or changed Standing Data for the Facility in accordance with clause 2.34.2B(b) and:

(a) the Load is part of a Non-Dispatchable Load; or

(b) the Load is part of a Registered Facility.

The application must include the information in clause 2.30B.3, except for clause 2.30B.3(h).

2.30B.6. BANANAS must accept an application for a Load or part of a Load to be treated as an Intermittent Load if the requirements of clause 2.30B.2 are satisfied.

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| **Explanatory Note**  Clause 2.30B.7 was initially amended to align with the new settlement timetable. However, clause 2.30B.7 is amended in the Tranche 6 Amendments to reverse the Tranche 5 Amendments replacement of “Trading Month” with “Trading Week”, because IRCRs will still be determined on a Trading Month basis and the relevant appendices (4A and 5) assume that the Intermittent Load status of a load does not change mid-month. |

2.30B.7. BANANAS may cease to treat a Load or part of a Load as an Intermittent Load and require a Market Participant to modify its Standing Data in accordance with clause 2.34.11 from the commencement of a Trading Month if BANANAS considers that the requirements of clause 2.30B.2 are no longer satisfied.

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| **Explanatory Note**  The quantities provided under clauses 2.30B.3(j) and 2.30B.3(k) are important determinants in the Intermittent Load IRCR calculations. Increasing them has potential to decrease the overall IRCR associated with the Facility containing the Intermittent Load, to the detriment of other Market Participants. If an Intermittent Load seeks to increase these values, they would then fall under the new arrangements for Intermittent Loads, where IRCR is calculated based on actual net import, rather than separated into Intermittent Load component which is not subject to the markup applied to other loads. |

2.30B.8. Subject to clause 2.30B.8A, where a Market Participant seeks to increase the absolute value of the quantities provided under clauses 2.30B.3(i) or 2.30B.3(j) by more than 10 MW from the quantities in effect for that Intermittent Load on the New WEM Commencement Day, the Market Participant must make a new application under clause 2.30B.5 for the Load to be treated as an Intermittent Load, and clause 1.48.2 will no longer apply to the Load.

2.30B.8A. Where BANANAS determines that an increase in the absolute value of the quantities provided under clauses 2.30B.3(i) or 2.30B.3(j) is necessary to implement the terms of a NCESS Contract, clause 2.30B.8 does not apply to the Intermittent Load.

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| **Explanatory Note**  A person will nominate an expected maximum export value for the Facility containing the Intermittent Load. Where this value is less than 10 MW, the owner/controller and the facility are presumptively exempted from registration requirements, regardless of whether the DSOC exceeds 10 MW, or whether there is more than 10 MW of Energy Producing System behind the fence.  Where the actual export persistently or significantly exceeds the nominated value. the participant must update the value, and where it is now greater than 10 MW, the presumptive exemption no longer applies. |

2.30B.8B. A person who owns, controls or operates a Facility containing an Intermittent Load may apply to BANANAS to be exempted from the requirement to register as a Rule Participant in the Market Participant class in accordance with clause 2.28.16C, where:

(a) the person has submitted an application for another Market Participant to act as their Intermediary in accordance with clause 2.28.16A(a); and

(b) where the consumption or generation from the metered meter or meters measuring the relevant Facility containing the Intermittent Load is registered to the Intermediary for the purposes of clause 8.3.1.

2.30B.8C. Without limiting BANANAS's rights to revoke an exemption under clause 2.28.16, BANANAS may revoke an exemption to register that was based on the conditions specified in clause 2.28.16C where BANANAS considers that any of the conditions specified in clause 2.30B.8B are no longer satisfied.

2.30B.8D. Notwithstanding clause 2.29.4, where BANANAS has accepted an application under clause 2.30B.6 for a Facility with a Nominated Excess Capacity of less than 10 MW, BANANAS must determine (under clause 2.29.4M) that the person who owns, controls or operates the Facility is exempted from the requirement to register the Facility.

2.30B.8E. Where a Facility containing an Intermittent Load has a Nominated Excess Capacity greater than or equal to 10 MW, the relevant Market Participant must register the Facility in accordance with section 2.29, or apply to be exempted from the requirement to register.

2.30B.8EA.Where a Market Participant registers a Facility in accordance with clause 2.30B.8E, BANANAS must assess the application in respect of the export capability of the Facility only, regardless of the System Size of the Energy Producing System referred to in clause 2.30B.2(a).

2.30B.8F. Where the Injection of a Facility containing an Intermittent Load exceeds the Nominated Excess Capacity in more than 120 Dispatch Intervals in any continuous 12-month period, the Market Participant must update the Nominated Excess Capacity provided under clause 2.30B.3(e).

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| **Explanatory Note**  Clause 2.30B.9 clarifies the settlement treatment of Facilities containing Intermittent Loads, and reflects the approach already implicit in the current WEM Rules.  The quantity in subclause (c) is the Metered Schedule for the non-registered part of the facility. Although it is called a Non-Dispatchable Load, it includes everything unregistered behind the connection point (other than the Intermittent Load component if present) which may include load, generation and storage. |

2.30B.9. For the purpose of defining Metered Schedules, each Facility containing an Intermittent Load is represented by the following components:

(a) where the Intermittent Load is part of a Registered Facility, a Registered Facility component;

(b) where the Load was deemed to be an Intermittent Load under clause 1.48.2, an Intermittent Load component; and

(c) a remaining Load component, which may be Temperature Dependent or Non-Temperature Dependent.

2.30B.10. Where the Load was deemed to be an Intermittent Load under clause 1.48.2, for the purpose of defining Metered Schedules associated with the interval meter measuring the Facility containing the Intermittent Load, the following methodology is to apply:

(a) define for each Trading Interval:

i. NMQ to be the net metered energy measured by the meter where a positive amount indicates supply and a negative amount indicates consumption;

ii. NS to be the net supply (supply as a positive value plus consumption as a negative value) measured by the Intermittent Load meter which corresponds to supply and consumption, excluding consumption by Intermittent Loads, by Market Participants, and by Market Participant Facilities which are separately metered for the purpose of settlement under these WEM Rules. This may have a positive or negative value;

iii. NL to be the maximum possible consumption behind that meter due to consumption which is not Intermittent Load but which is measured only by the meter which also measures the Intermittent Load. This has a negative value;

iv. [Blank]

v. if the Load is part of a Registered Facility, MSG to be the greater of zero and the maximum energy output from the Registered Facility in excess of that required to supply the Intermittent Load based on Standing Data and measured only by the Intermittent Load meter. This has a positive value; and

vi. AMQ to be the adjusted meter quantity which equals NMQ less NS;

(b) if the Load is not part of a Registered Facility then:

i. if AMQ is less than or equal to NL then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is AMQ minus NL; and

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads only measured by the Intermittent Load meter is NL;

ii. if AMQ is greater than NL but less than zero then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is zero; and

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads only measured by the Intermittent Load meter is AMQ; and

iii. if AMQ is greater than or equal to zero then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is AMQ; and

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads only measured by the Intermittent Load meter is zero; and

(c) if the Load is part of a Registered Facility then:

i. if AMQ is less than or equal to NL then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is AMQ minus NL;

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads measured only by the meter that also measures the Intermittent Load is NL; and

3. for the purpose of defining its Metered Schedule the metered quantity associated with the Registered Facility measured only by the meter that also measures the Intermittent Load is zero;

ii. if AMQ is greater than NL but less than or equal to zero then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is zero;

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads measured only by the meter that also measures the Intermittent Load is AMQ; and

3. for the purpose of defining its Metered Schedule the metered quantity associated with the Registered Facility measured only by the meter that also measures the Intermittent Load is zero;

iii. if AMQ is greater than zero but less than or equal to MSG then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is zero;

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads measured only by the meter that also measures the Intermittent Load is zero; and

3. for the purpose of defining its Metered Schedule the metered quantity associated with the Registered Facility measured only by the meter that also measures the Intermittent Load is AMQ; and

iv. if AMQ is greater than MSG then:

1. for the purpose of defining its Metered Schedule the metered quantity associated with the Intermittent Load is AMQ minus MSG;

2. for the purpose of defining its Metered Schedule the metered quantity associated with non-Intermittent Loads measured only by the meter that also measures the Intermittent Load is zero; and

3. for the purpose of defining its Metered Schedule the metered quantity associated with the Registered Facility measured only by the meter that also measures the Intermittent Load is MSG.

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| **Explanatory Note**  Replacement clause 2.30B.11 allows for different participants to be responsible for the injection and withdrawal of the Facility containing a new Intermittent Load, as is the case for some Intermittent Loads in the current WEM Rules. |

2.30B.11 Where an application for a Load or part of a Load to be treated as an Intermittent Load was accepted by BANANAS under clause 2.30B.6 on or after the New WEM Commencement Day, for the purpose of defining Metered Schedules associated with the interval meter measuring the Facility containing the Intermittent Load, the following methodology is to apply:

(a) define for each Trading Interval:

i. NMQ to be the net metered energy measured by the meter in Meter Data Submissions where a positive amount indicates supply and a negative amount indicates consumption;

ii. NS to be the net supply (supply as a positive value plus consumption as a negative value) measured by the Intermittent Load meter which corresponds to supply and consumption, excluding consumption by Intermittent Loads, by Market Participants, and by Market Participant Facilities which are separately metered in Meter Data Submissions for the purpose of settlement under these WEM Rules. This may have a positive or negative value; and

iii. AMQ to be the adjusted meter quantity which equals NMQ less NS;

(b) where the Intermittent Load is part of a Registered Facility:

i. where AMQ is positive, indicating supply:

1. the Metered Schedule for the Registered Facility is AMQ; and

2. the Metered Schedule for the Non-Dispatchable Load is zero; or

ii. where AMQ is negative, indicating consumption:

1. the Metered Schedule for the Registered Facility is zero; and

2. the Metered Schedule for the Non-Dispatchable Load is AMQ; or

(c) where the Intermittent Load is not part of a Registered Facility, the Metered Schedule for the Non-Dispatchable Load is AMQ.

2.30C. Rule Commencement and Registration Data

2.30C.1. Subject to sections 1.47, 1.48, 1.49 and 1.54A, BANANAS must not require that an applicant for Rule Participant registration or Facility registration provide information on any application form, or evidence to support that application form, pertaining to registration if the applicable WEM Rules requiring that information to be provided have not commenced.

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| **Explanatory Note**  Amendments to section 2.31 have been made to incorporate applications for Facility aggregation, Facility disaggregation and Facility Class reassessment and to incorporate amendments in alignment with the revised registration taxonomy. |

2.31. Registration Process

2.31.1. BANANAS must maintain the following forms on the WEM Website:

(a) Rule Participant registration form;

(b) Rule Participant de-registration form;

(c) Facility registration form;

(d) Facility de-registration form;

(e) Facility transfer form;

(f) Facility aggregation form;

(g) Facility disaggregation form; and

(h) Facility Class reassessment form.

2.31.2. A person intending to submit an application described in clause 2.31.1 must provide the information specified in section 2.33, as applicable, and any applicable Application Fees to BANANAS.

2.31.3. BANANAS must notify an applicant of the receipt of the application within one Business Day of receipt of an application form described in clause 2.31.1.

2.31.4. Subject to clause 2.30C.1, BANANAS may, at its discretion, require that an applicant provide information that is missing from the relevant application form, or is inadequately specified. The date at which the requested information is submitted to BANANAS in full is to become the date of receipt of the application for the purpose of clause 2.31.3.

2.31.4A. If BANANAS requests information from an applicant under clause 2.31.4 and the applicant does not provide the information to BANANAS within 20 Business Days of the date of BANANAS's request, the applicant will be deemed to have withdrawn the application.

2.31.5. BANANAS may consult with the relevant Network Operators with respect to applications for registration, de-registration, transfer or Facility Class reassessment of Facilities containing Energy Producing Systems or Loads.

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| **Explanatory Note**  Clauses 2.31.6 and 2.31.10 are amended to account for the commonly occurring scenario in which BANANAS does not require any tests to be conducted in order for it to accept or reject an application for Facility registration. In these scenarios, clause 2.31.6 will not apply and BANANAS will be required to notify the applicant of its decision to accept or reject the application within 20 Business Days from the date of notification of receipt of the application. |

2.31.6. If BANANAS determines that a test required by these WEM Rules or a WEM Procedure must be conducted in order for BANANAS to accept or reject an application for Facility registration, BANANAS must notify the applicant within 15 Business Days from the date of notification of receipt of the application of:

(a) the dates on which any required tests may be held;

(b) the date by when results of any required tests must be made available to BANANAS; and

(c) the date by when BANANAS expects to accept or reject the application, being no later than 10 Business Days after the date in clause 2.31.6(b).

2.31.7. When a test is required under the WEM Rules or a WEM Procedure, prior to the registration of a Facility, BANANAS may determine that the test is not necessary and in doing so must take into consideration any previous tests performed in connection with an Arrangement for Access.

2.31.8. BANANAS must allow a Facility holding an Arrangement for Access to operate for the purpose of tests required under the Arrangement for Access, provided that the carrying out of these tests has received approval from BANANAS.

2.31.9. The relevant Network Operator must cooperate with any tests required by these WEM Rules or a WEM Procedure that must be conducted prior to the registration of a Facility.

2.31.10. BANANAS must determine whether to accept or reject the application and notify an applicant accordingly:

(a) by the date specified in accordance with clause 2.31.6(c) in the case of an application for Facility registration where BANANAS has determined that a test must be conducted in order for BANANAS to accept or reject the application; and

(b) within 20 Business Days after the date of notification of receipt for all other applications.

2.31.11. Where BANANAS has accepted the application the notification under clause 2.31.10 must include:

(a) in the case of an application to register as a Rule Participant the date and time that registration is to take effect where the date is to be the later of the earliest date by which BANANAS can facilitate the registration and the date specified in accordance with clause 2.33.1(k);

(b) in the case of an application to de-register as a Rule Participant:

i. where the Rule Participant is a Market Participant, the date and time on which the Rule Participant must cease trading as a Market Participant, being the start of the Trading Day beginning on the date specified in accordance with clause 2.33.2(d); and

ii. a statement that de-registration as a Rule Participant will not take effect until the requirements of clause 2.31.16 are satisfied;

(c) in the case of an application to register a Facility, the date and time that registration is to take effect where the date is to be the later of the earliest date by which BANANAS can facilitate the registration and the date specified in accordance with clause 2.33.3(c)(xviii);

(d) in the case of an application to de-register a Facility, the date and time that de-registration is to take effect where the date is to be the later of the earliest date by which BANANAS can facilitate the de-registration and the date specified in accordance with clause 2.33.4(d);

(e) in the case of an application to transfer a Facility, the date and time that transfer is to take effect where the date is to be the later of the earliest date by which BANANAS can facilitate the transfer and the date specified in accordance with clause 2.33.5(e)(iii);

(f) in the case of an application to aggregate two or more Facilities, the date and time the aggregation is to take effect, where the date is to be the later of the earliest date by which BANANAS can facilitate the aggregation and the date specified in accordance with clause 2.33.6(d);

(g) in the case of an application to disaggregate two or more Facilities, the date and time that is to take effect, where the date is to be the later of the earliest date by which BANANAS can facilitate the disaggregation and the date specified in accordance with clause 2.33.7(d); and

(h) in the case of an application for Facility Class reassessment, the date and time that the Facility Class change is to take effect, where the date is to be the later of the earliest day by which BANANAS can facilitate the Facility Class change and the date specified in accordance with clause 2.33.8(c).

2.31.12. Where BANANAS has rejected the application the notification must include the reason for its rejection of the application.

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| **Explanatory Note**  Clause 2.31.13(l) is amended to reflect that Capacity Credits are allocated on a Trading Day basis. |

2.31.13. BANANAS may only reject an application if:

(a) subject to clause 2.30C.1, the application form, when read together with any information received after a request under clause 2.31.4 is incomplete or provides insufficient detail;

(b) subject to clause 2.30C.1, required supporting evidence is insufficient or not provided;

(c) the required Application Fee is not paid;

(d) BANANAS is not satisfied that the applicant can comply with the requirements for participation in the Wholesale Electricity Market or registration;

(e) in the case of an application to register as a Rule Participant where the person has previously been de-registered as a Rule Participant following an order from the Electricity Review Board or de-registered by BANANAS under clause 2.32.7E(b), BANANAS is not satisfied that person has remedied the reason for or underlying cause of the prior de-registration;

(f) in the case of an application to de-register as a Market Participant, the applicant has not arranged to de-register its Registered Facilities or transfer those Registered Facilities to another Rule Participant prior to the proposed date of de-registration as a Market Participant;

(g) [Blank]

(h) in the case of an application to de-register as a Network Operator, the applicant has not arranged to de-register its Registered Facilities that are Networks or transfer those Registered Facilities to another Rule Participant prior to the proposed date of de-registration as a Network Operator;

(i) the applicant fails to conduct tests in accordance with clause 2.31.6, fails the tests, or fails to provide adequate information about the tests;

(j) in the case of an application to register a Facility:

i. the relevant Metering Data Agent informs BANANAS that the Facility or the interval meter for the Facility is not registered in its Meter Registry or that the Meter Registry information is not consistent with the information in the application to register the Facility;

ii. the controllability assessment undertaken by BANANAS in accordance with clause 2.29.4N determines that the Facility is not able to meet the controllability requirements for the requested Facility Class; or

iii. the Facility is not able to meet the requirements for the requested Facility Class;

(k) in the case of an application to de-register a Facility, the Market Participant holds Capacity Credits for the Facility;

(l) in the case of an application to transfer a Facility, the transfer of the Facility would result in the number of Capacity Credits allocated for a Trading Day by the Market Participant transferring the Facility exceeding the number of Capacity Credits held for that Trading Day for the Facility by the Market Participant that are able to be traded bilaterally under the WEM Rules;

(m) in the case of an application for a Facility aggregation, BANANAS considers the aggregation will not meet the criteria in clause 2.30.5;

(n) in the case of an application for a Facility disaggregation, the Facility meets the criteria in clause 2.30.5(g)(ii); or

(o) in the case of an application for a Facility Class reassessment:

i. if the controllability assessment undertaken by BANANAS in accordance with clause 2.29.4N determines that the Facility is not able to meet the controllability requirements for the requested Facility Class; and

ii. if the Facility is not able to meet the requirements applicable for the requested Facility Class.

2.31.14. A person who has an application to become a Rule Participant approved, is to become a Rule Participant in the approved class from the date and time specified in accordance with clause 2.31.11(a).

2.31.15. A person who has an application to deregister as a Rule Participant accepted by BANANAS must cease trading as a Market Participant by the date and time specified in clause 2.31.11(b)(i).

2.31.16. Where an application for de-registration as a Rule Participant has been accepted by BANANAS, participation in the relevant Rule Participant class ceases from the end of the first Business Day in which the Rule Participant:

(a) has de-registered all of its Facilities applicable to the class;

(b) has resolved and settled all outstanding disputes, investigations and enforcement actions;

(c) has paid all outstanding debts to BANANAS; and

(d) has received final payment of all amounts owed to it by BANANAS.

2.31.17. The fact that a person has ceased to be registered as a Rule Participant does not affect any right, obligation or liability of that person under these WEM Rules which arose prior to the cessation of its registration.

2.31.18. If BANANAS accepts a Facility registration then that Facility becomes a Registered Facility of the applicant from the date and time specified in accordance with clause 2.31.11(c).

2.31.19. If BANANAS accepts a Facility deregistration then that Facility ceases being a Registered Facility of the applicant from the date and time specified in accordance with clause 2.31.11(d).

2.31.20. If BANANAS accepts a Facility transfer then from the date and time specified in accordance with clause 2.31.11(e):

(a) each Facility covered by the transfer will cease to be a Registered Facility of the Rule Participant to whom it was registered prior to the transfer; and

(b) each Facility covered by the transfer will become a Registered Facility of the Rule Participant who submitted the application.

2.31.21. If BANANAS approves a Facility aggregation application then the Facility will be aggregated and registered as a single Facility from the date and time specified and in accordance with clause 2.31.11(f).

2.31.22. If BANANAS approves a Facility disaggregation application then the Facility will be disaggregated and registered as the constituent Facilities from the date and time specified in accordance with clause 2.31.11(g).

2.31.23. If BANANAS determines that a Facility should be registered in a different Facility Class, then the Facility Class change will be effective from the date determined by BANANAS and notified to the Market Participant in accordance with the WEM Procedure referred to in clause 2.31.25.

2.31.24. BANANAS must maintain a register of:

(a) Rule Participants; and

(b) Registered Facilities.

2.31.25. BANANAS must document the following processes that BANANAS and other Rule Participants, as applicable, must follow in a WEM Procedure:

(a) Rule Participant registration;

(b) Facility registration, de-registration, aggregation and disaggregation;

(c) Facility Class reassessment; and

(d) Facility transfers.

2.31.26. Applicants must follow the processes in the WEM Procedure referred to in clause 2.31.25 applicable to the Rule Participant class, Facility Class and type of application.

2.31.27. BANANAS must facilitate participation in a Rule Participant class or Facility Class by an approved applicant as soon as practicable.

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| **Explanatory Note**  Section 2.32 has been amended to require BANANAS to publish Suspension Notices of a Rule Participant, and any subsequent withdrawals, on the WEM Website. |

2.32. Rule Participant Suspension and Deregistration

2.32.1. Where the Economic Regulation Authority receives notice that the Electricity Review Board has made a decision in accordance with the Regulations that a Rule Participant be suspended, the Economic Regulation Authority must notify BANANAS and BANANAS must issue a Suspension Notice to the Rule Participant.

2.32.2. Where BANANAS has issued a Suspension Notice pursuant to a notification by the Economic Regulation Authority in accordance with clause 2.32.1 that a Rule Participant be suspended, BANANAS must publish a notice on the WEM Website and issue a Market Advisory specifying that the Rule Participant has been suspended from the Wholesale Electricity Market and provide details of the suspension, including the reason for the suspension and the date the suspension took effect.

2.32.2A. If a Suspension Notice is withdrawn, BANANAS must promptly publish a notice on the WEM Website and issue a Market Advisory specifying that the Suspension Notice has been withdrawn.

2.32.3 BANANAS may specify in a Suspension Notice directions that the relevant Rule Participant must comply with to give effect to the suspension.

2.32.4. From the time BANANAS issues a Suspension Notice to a Rule Participant:

(a) the Rule Participant must comply with the Suspension Notice, including:

i. trading or ceasing trading in the Wholesale Electricity Market to the extent specified in the notice; and

ii. continuing to meet any existing Reserve Capacity Obligations specified in the notice.

(b) BANANAS may do all or any of the following to give effect to the notice:

i. reject any submissions from, or on behalf of, the Market Participant, and cancel any existing submissions; and

ii. withhold payments owed to a defaulting Rule Participant.

2.32.5. BANANAS must withdraw a Suspension Notice where:

(a) if the notice was issued under section 9.19, the defaulting Rule Participant has remedied the relevant suspension event and is complying with its Prudential Obligations; and

(b) if the notice was issued under clause 2.32.1, it receives a further notice that the Electricity Review Board has withdrawn the suspension,

and no other circumstances exist that would entitle BANANAS to issue a Suspension Notice.

2.32.6. Where a Rule Participant has been suspended for 90 days BANANAS must notify the Economic Regulation Authority and, the Economic Regulation Authority may apply to the Electricity Review Board for a de-registration order in accordance with the Regulations.

2.32.7. Where the Economic Regulation Authority receives notice that the Electricity Review Board has made a decision in accordance with the Regulations that a Rule Participant be de-registered, the relevant Rule Participant ceases to be a Rule Participant from the time specified in the notice, and the Economic Regulation Authority must notify BANANAS. BANANAS must de-register all of the Facilities registered by or to the Rule Participant by the time specified in the notice.

2.32.7A. BANANAS may at any time review whether a Rule Participant registered in the classes outlined in clauses 2.28.1(a) or 2.28.1(b) continues to meet all of the criteria specified in clause 2.28.19.

2.32.7AA. A Rule Participant that is registered in a class outlined in clauses 2.28.1(a) or 2.28.1(b) must notify BANANAS as soon as it becomes aware that it no longer meets all of the criteria specified in clause 2.28.19.

2.32.7B. If:

(a) the Economic Regulation Authority becomes aware that a Rule Participant registered in the classes outlined in clauses 2.28.1(a) or 2.28.1(b) no longer meets all of the criteria specified in clause 2.28.19, it must notify BANANAS; or

(b) BANANAS becomes aware that a Rule Participant registered in the classes outlined in clauses 2.28.1(a) or 2.28.1(b) no longer meets all of the criteria specified in clause 2.28.19 (whether as a result of being informed by the Economic Regulation Authority pursuant to clause 2.32.7B(a) or otherwise),

then, subject to clause 2.32.7BB(b), BANANAS must issue a Registration Correction Notice to that Rule Participant.

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| **Explanatory Note**  Clauses 2.32.7BA and 2.32.7BB provide BANANAS with an efficient and practicable process to issue a Suspension Notice or Registration Correction Notice where a Rule Participant no longer legally exists (e.g. liquidated) or is under administration. Currently, section 2.32 only provides BANANAS with the head of power to issue a Suspension Notice and/or a Registration Correction Notice to the Rule Participant, but does not clearly address situations where the legal entity no longer exists or is under administration.  Clause 2.32.7BA is further amended to reflect changes made in March 2017 to the Corporations Act, which removed the definition of ‘externally-administered body corporate’. |

2.32.7BA. If BANANAS becomes aware that a Rule Participant has become a Chapter 5 body corporate (as defined in the Corporations Act), or is under a similar form of administration under any laws applicable to it in any jurisdiction, then BANANAS must, as applicable:

(a) where BANANAS intends to issue a Suspension Notice, issue the Suspension Notice to the Chapter 5 body corporate and the External Administrator, which may include directions that would have given in a notice to the relevant Rule Participant pursuant to clause 2.32.1; or

(b) where BANANAS intends to issue a Registration Correction Notice, issue the Registration Correction Notice to the Chapter 5 body corporate and the External Administrator, specifying details that it would have specified in a notice to the relevant Rule Participant pursuant to clause 2.32.7C; or

(c) notify the Economic Regulation Authority that the Rule Participant is a Chapter 5 body corporate or has had an External Administrator appointed, and that BANANAS is not required to, as applicable:

i. issue a Suspension Notice to the Rule Participant pursuant to clause 2.32.1; or

ii. issue a Registration Correction Notice to the Rule Participant pursuant to clause 2.32.7B(b).

2.32.7BB. If BANANAS becomes aware that a Rule Participant has been wound up or dissolved (as defined in the Corporations Act), BANANAS:

(a) is not required to issue a Suspension Notice to the Rule Participant pursuant to clause 2.32.1;

(b) is not required to issue a Registration Correction Notice to the Rule Participant pursuant to clause 2.32.7B(b);

(c) must de-register the Rule Participant and all of the Facilities registered by or to the Rule Participant on a date and time nominated by BANANAS;

(d) must, as soon as practicable, notify the Economic Regulation Authority that the Rule Participant has been wound up or dissolved; and

(e) must, as soon as practicable, publish a notice on the WEM Website and issue a Market Advisory specifying that the Rule Participant will cease, or has ceased, to be registered from the date and time nominated by BANANAS.

2.32.7C. Each Registration Correction Notice must:

(a) specify which of the criteria specified in clause 2.28.19 BANANAS considers the Rule Participant no longer meets;

(b) require that the Rule Participant:

i. correct the circumstances that have led to it no longer meeting all of the criteria specified in clause 2.28.19 and provide evidence to BANANAS that it has done so; or

ii. provide evidence to BANANAS that it continues to meet all of the criteria specified in clause 2.28.19;

(c) specify a date and time for the Rule Participant to respond to the Registration Correction Notice, which must be at least 90 days from the date of the Registration Correction Notice; and

(d) specify a date and time from which the de-registration of the Rule Participant will become effective, should that Rule Participant not provide evidence in response to the Registration Correction Notice that is satisfactory to BANANAS.

2.32.7D. Where BANANAS has issued a Registration Correction Notice it may extend the deadline for:

(a) correcting the circumstances that are the subject of the notice; or

(b) responding to the notice

for any period that it considers is appropriate in the circumstances.

2.32.7E. BANANAS must consider any evidence or submissions provided by a Rule Participant in response to a Registration Correction Notice and determine whether:

(a) it is satisfied that the Rule Participant meets all of the criteria specified in clause 2.28.19. If so, BANANAS will notify the Rule Participant that no further action will be taken; or

(b) it is not satisfied that the Rule Participant meets all of the criteria specified in clause 2.28.19. If so, BANANAS will issue a De-registration Notice notifying the Rule Participant that it will cease to be registered from the date and time specified in the De-registration Notice and the Rule Participant will cease to be registered with effect from that date and time.

2.32.7F. Where BANANAS de-registers a Rule Participant it must also de-register all of the Facilities registered by the Rule Participant by the time specified in the De-registration Notice. For the avoidance of doubt, BANANAS must not de-register a Rule Participant, if that Rule Participant holds Capacity Credits for any of its Facilities.

2.32.8. The de-registration of a Rule Participant does not affect any rights, obligations or liabilities arising under or in connection with these WEM Rules prior to the time the Rule Participant ceases to be a Rule Participant.

2.32.9. BANANAS may require a Network Operator to disconnect one or more of the Facilities registered by a suspended or deregistered Rule Participant in order to give effect to a Suspension Notice or deregistration. If BANANAS gives a notice under this clause to a Network Operator, then the Network Operator must comply with the notice as soon as practicable. If the disconnection arises because of the suspension of a Market Participant and the Suspension Notice is subsequently withdrawn by BANANAS under clause 2.32.5, then BANANAS must request the relevant Network Operator to reconnect the Facilities registered by the relevant Rule Participant.

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| **Explanatory Note**  Amendments to section 2.33 have been made to incorporate applications for Facility Aggregation, Facility Dis-Aggregation and Facility Class Reassessment.  Clause 2.33.1(h) is amended to remove the reference to information described in Appendix 1(f), because this information is not provided via the Rule Participant registration application form.  Clause 2.33.1(n) is amended to remove any scope for an interpretation that the clause gives rise to cartel conduct between Rule Participants, or gives effect to a contract, arrangement or understanding or concerted practice between Rule Participants that substantially lessens competition. |

2.33. The Registration Application Forms

2.33.1. BANANAS must prescribe a Rule Participant registration application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) whether the applicant is already a Rule Participant;

(c) contact details for the applicant;

(d) invoicing details for the applicant;

(e) tax information from the applicant required by law;

(f) the class of Rule Participant to which the application relates;

(g) if the applicant is seeking an exemption from the requirement to register as a Rule Participant;

(h) if the application relates to the sale of electricity to Contestable Customers by an applicant for the Market Participant class, evidence that the applicant holds an Arrangement for Access for the purpose of taking power from the electricity grid;

(i) confirmation of the implementation of any processes or systems required by these WEM Rules for the Rule Participant class to which the application relates;

(j) information on any Facility registration applications that will follow successful Rule Participant registration or are required as a condition of Rule Participant registration;

(k) a proposed date for becoming a Rule Participant;

(l) information required for BANANAS to determine the applicant’s required Credit Limit;

(m) such other information BANANAS requires to process the application;

(n) an acknowledgement from the Rule Participant that it is aware of its obligations under these WEM Rules; and

(o) a statement that the information provided is accurate.

2.33.2. BANANAS must prescribe a Rule Participant de-registration application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) the identity of the Rule Participant;

(c) the class of Rule Participant to which the application relates;

(d) a proposed date for ceasing operation in the Rule Participant class covered by the application, where that date must be not earlier than 10 Business Days after the date of application;

(e) such other information BANANAS requires to process the application; and

(f) a statement that the information provided is accurate.

2.33.3. BANANAS must prescribe a Facility registration application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee where this Application Fee may differ for different Facility Classes;

(b) the identity of the person making the application, where that person must be a Rule Participant or be in the process of applying to be registered as a Rule Participant;

(c) for each Facility to be registered:

i. the name of the Facility;

ii. the owner of the Facility;

iii. if the applicant is seeking an exemption from the requirement to register a Facility;

iv. the proposed Facility Class and each Facility Technology Type for the Facility;

v. the location of the Facility;

vi. if the Facility is to be aggregated with one or more other Facilities in accordance with section 2.30 and details of any proposed aggregation;

vii. if the Facility is a Small Aggregation;

viii. the type of Facility as defined under clause 2.29.1B;

ix. a single line diagram for the Facility, including the location of transformers, switches, operation and interval meters (which are to be maintained in the Meter Registry);

x. the point on the network at which the Facility can connect;

xi. the network nodes at which the Facility can connect;

xii. contact details for the Facility;

xiii. if the Facility is yet to commence operation:

1. a proposed date for commencing commissioning the Facility; and

2. a commissioning plan for the Facility.

xiv. evidence that an Arrangement for Access is in place, if necessary;

xv. details of operational control over that the Facility;

xvi. applicable Standing Data as required by Appendix 1;

xvii. information on the communication systems that exist for operational control of the Facility; and

xviii. a date for commencement of operation; and

(d) such other information BANANAS requires to process the application; and

(e) a statement that the information provided is accurate.

2.33.4. BANANAS must prescribe a Facility de-registration application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) the name of the Registered Facility to which the application relates;

(c) information as to whether the Registered Facility is being:

i. decommissioned; or

ii. moth-balled or placed in reserve shut-down, in which case information on the time required to return the Registered Facility to service is to be provided;

(d) a proposed date on which the Registered Facility is to cease to be registered in the name of that Rule Participant where that date must be:

i. not earlier than six months after the date of application if the Facility will cease operation; or

ii. the date the application is accepted in the event that the Facility has been rendered permanently inoperable; or

iii. not earlier than one month after the date of application if the Facility is a Demand Side Programme; and

(e) such other information BANANAS requires to process the application; and

(f) a statement that the information provided is accurate.

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| **Explanatory Note**  Clause 2.33.5(f) is amended to remove the reference to Special Price Arrangements as a consequence of the Reserve Capacity Auction being deleted. |

2.33.5. BANANAS must prescribe a Facility transfer application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) the identity of the person making the application, where that person must be a Rule Participant or be in the process of applying to be registered as a Rule Participant;

(c) the name of the Rule Participant in respect of which the Facility is currently registered;

(d) evidence that the Rule Participant identified in clause 2.33.5(c) consents to the transfer;

(e) for each Facility to be transferred:

i. the name of the Facility;

ii. the owner of the Facility;

iii. a proposed date for the transfer to take effect;

iv. evidence that any required Arrangement for Access is in place; and

v. details of operational control over the Facility; and

(f) evidence to BANANAS’s satisfaction that the person making the application has assumed the Reserve Capacity Obligations associated with the Facility;

(g) such other information BANANAS requires to process the application; and

(h) a statement that the information provided is accurate.

2.33.6. BANANAS must prescribe a Facility aggregation application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) the names of the Facilities to which the application relates;

(c) evidence to BANANAS’s satisfaction that the conditions of clause 2.31.10(a) can be met;

(d) a proposed date on which the aggregation is to take effect;

(e) such other information BANANAS requires to process the application; and

(f) a statement that the information provided is accurate.

2.33.7. BANANAS must prescribe a Facility disaggregation application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) the names of the Registered Facilities to which the application relates;

(c) evidence satisfactory to BANANAS that the requirement in clause 2.30.10(a) that each disaggregated Facility is to be registered as a separate facility can be met;

(d) a proposed date on which the disaggregation is to take effect;

(e) such other information BANANAS requires to process the application; and

(f) a statement that the information provided is accurate.

2.33.8. BANANAS must prescribe a Facility Class reassessment application form that requires an applicant to provide the following:

(a) the relevant non-refundable Application Fee;

(b) the name of the Registered Facility to which the application relates;

(c) the proposed Facility Class, which must be either Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility, and a proposed date on which the reassessment is to take effect;

(d) evidence to BANANAS’s satisfaction that the Registered Facility meets the conditions specified in clause 2.29.6;

(e) information required by BANANAS to reassess the Facility Class;

(f) such other information BANANAS requires to process the application; and

(g) a statement that the information provided is accurate.

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| **Explanatory Note**  Section 2.34 sets out the obligations and associated processes with respect to Standing Data.  Clause 2.34.7A is deleted as accreditation of Facilities for providing Frequency Co-optimised Essential System Services (**FCESS**) is dealt with in new section 2.34A.  Clauses 2.34.7B and 2.34.7C are deleted as a consequence of clause 2.34.7A being deleted.  Section 2.34 has been amended to modify the obligations and associated processes with respect to Standing Data to reflect that Standing Data may be used throughout the registration and participation lifecycle. |

2.34. Standing Data

2.34.1. BANANAS must maintain a record of the Standing Data described in Appendix 1, including the date from which the data applies.

2.34.2. Each Rule Participant must ensure that Standing Data required by the WEM Rules to be provided to BANANAS for that Rule Participant is and remains accurate.

2.34.2A. A Rule Participant must, as soon as practicable, seek to have its Standing Data revised, other than Standing Data described in clause 2.34.2B, if it becomes aware that its Standing Data is currently inaccurate or not in compliance with the requirements of these WEM Rules, or will become inaccurate or will cease to be in compliance with the requirements of these WEM Rules within the next five Business Days.

2.34.2B. A Rule Participant may submit a proposed change to the following Standing Data at any time:

(a) [Blank]

(b) whether a Load not currently treated as an Intermittent Load is to be treated as an Intermittent Load, provided that the Rule Participant is confident that the Load satisfies the requirements of clause 2.30B.2; and

(c) whether a Load currently treated as an Intermittent Load is to cease to be treated as an Intermittent Load.

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| **Explanatory Note**  Clause 2.34.3 is amended to remove the reference to sections 6.2A (Standing Bilateral Submission Timetable and Process) and 6.3C (Standing STEM Submission Timetable and Process), because Standing Bilateral Submissions and Standing STEM Submissions will not be classified as Standing Data. |

2.34.3. A Rule Participant that seeks to change its Standing Data must notify BANANAS of:

(a) the revisions it proposes be made to its Standing Data;

(b) the reason for the change; and

(c) the date from which the revision will take effect.

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| **Explanatory Note**  Clause 2.34.4 is amended to clarify that this clause applies for any Outage, whether approved or not. |

2.34.4. Notwithstanding clauses 2.34.2 and 2.34.3, a Rule Participant is not required to notify BANANAS of changes to Standing Data where the changes reflect a temporary change in the capacity or capability of a Registered Facility resulting from an Outage.

2.34.5. BANANAS must confirm receipt of the notification described in clause 2.34.3 within one Business Day of receipt of notification.

2.34.6. BANANAS may, at its discretion, request further information from a Rule Participant, including requiring that tests be conducted and evidence provided, concerning a notification of a change in Standing Data described in clause 2.34.3. A Rule Participant must comply with a request under this clause.

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| **Explanatory Note**  Clause 2.34.7 has been modified, including new subclause (b) which gives BANANAS the power to reject a change in Standing Data where Standing Data (parameter) is already required to be provided under another rule requirement (e.g. section 2.34A) to ensure participants do not create or change certain Standing Data where a pre-process or approval is required. For example, if the Facility was accredited for FCESS, the Standing Data value submitted (post-accreditation) does not differ to value the Facility was accredited for.  The clause is further amended to require (not just permit) BANANAS to reject such changes. |

2.34.7. BANANAS:

(a) may reject a change in any Standing Data if it considers that an inadequate explanation, including test results, was provided to justify the change in Standing Data; and

(b) must reject a change where the Standing Data, including Standing Data relating to the accreditation of a Facility to provide a Frequency Co-optimised Essential System Service in accordance with section 2.34A, is required to:

i. be modified in accordance with processes in these WEM Rules other than the processes in this section 2.34; or

ii. firstly be approved by BANANAS through processes in these WEM Rules other than the processes set out in this section 2.34, and BANANAS has not given its approval to the change in Standing Data in accordance with those other processes.

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| **Explanatory Note**  Clause 2.34.8 is amended to remove the reference to sections 6.2A (Standing Bilateral Submission Timetable and Process) and 6.3C (Standing STEM Submission Timetable and Process), because Standing Bilateral Submissions and Standing STEM Submissions will not be classified as Standing Data. |

2.34.8. BANANAS must notify the Rule Participant of its acceptance or rejection of the change in Standing Data as soon as practicable, and no later than three Business Days after the later of:

(a) the date of notification described in clause 2.34.3; and

(b) if BANANAS makes a request under clause 2.34.6, the date on which the information requested is received by BANANAS.

2.34.9. If BANANAS rejects a change in Standing Data it must provide the Rule Participant that requested the change with its reasons for rejecting the change.

2.34.10. [Blank]

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| **Explanatory Note**  Clause 2.34.11 is amended to remove the references to persons that are exempt from the requirement to register as a Rule Participant, because the clause relates to the provision of Standing Data and only Rule Participants provide Standing Data to BANANAS. |

2.34.11. BANANAS may require that a Rule Participant provide updated Standing Data for any of its Facilities if BANANAS considers the information provided by the Rule Participant to be inaccurate or no longer accurate.

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| **Explanatory Note**  New clauses 2.34.12, 2.34.12A and 2.34.12B align with EPWA’s policy intent to incorporate a lifecycle approach to registration and participation.  Clause 2.34.12 gives BANANAS the power to utilise Standing Data to assess whether a Rule Participant continues to meet the requirements of the WEM Rules. Many sections of the WEM Rules interlink with obligations and requirements of Standing Data.  Clause 2.34.12A interlinks a change in Standing Data with the process outlined under section 2.29 ‘Facility Class reassessments’ which may be triggered by BANANAS. This is to provide transparency that Standing Data may be used as part of this process.  Clause 2.34.12B gives BANANAS the power to confirm the Standing Data is accurate from a person who is exempt from the requirement to register or has been granted an exemption by BANANAS to register to assess if the exemption should be retained or revoked or to ensure that Power System Security and Power System Reliability is maintained. Clause 2.34.12B is further amended to remove the references to clauses 2.29.4B and 2.29.4C to allow BANANAS to request information regarding the Facility where any exemption exists. |

2.34.12. BANANAS may use Standing Data to assess whether a Market Participant continues to meet its obligations under these WEM Rules and the WEM Procedures.

2.34.12A. BANANAS may use Standing Data to assess whether a Registered Facility continues to meet its obligations under these WEM Rules, including the requirements of the Facility Class it is registered in.

2.34.12B. Where a person is exempted from the requirement to register a Facility BANANAS may request information regarding the Facility from that person to assess whether the exemption should be revoked and the information must be provided to BANANAS by the time specified in the request.

2.34.13. If BANANAS requires a Rule Participant to provide updated Standing Data under clause 2.34.11, then:

(a) The Rule Participant must provide BANANAS with updated Standing Data for the specified Registered Facility as soon as practicable; and

(b) where the Rule Participant fails to provide updated Standing Data in a timely manner, BANANAS may temporarily substitute data restricting the capability of the Facility until such time as the Rule Participant updates the Standing Data. BANANAS must notify the Rule Participant when it is using such substitute data.

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| **Explanatory Note**  Clause 2.34.14 is amended to simplify the rules around the commencement of changes to Standing Data items. |

2.34.14. Revised Standing Data that is accepted by BANANAS takes effect from 8:00 AM on the later of:

(a) the date proposed by the Rule Participant; or

(b) the second day after the day on which BANANAS accepts the revised Standing Data.

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| **Explanatory Note**  Section 2.34A sets out the regime for accreditation of facilities for providing FCESS.  Transitional rules and procedures are separately under development to give effect to the Taskforce decision that all Registered Facilities which are participating in Ancillary Services provision in the 2020 Capacity Year must be accredited to provide the equivalent FCESS from the start of the new WEM in October 2022. The transitional arrangements will also provide information to industry on how the Essential System Service accreditation will be implemented, allowing other interested Market Participants to accredit their Registered Facilities in accordance with the relevant rules well-ahead of new market start.  Facilities providing Non-Co-optimised Essential System Services (**NCESS**) will not be required to be accredited in accordance with the regime set out in section 2.34A. However, it is expected that those Facilities will need to meet certain requirements that will be reflected in the amending rules that are to be developed for NCESS in early 2021.  A Network Operator is not a Market Participant and will therefore be unable to participate in the FCESS markets. |

2.34A. Essential System Service Accreditation

Accreditation for Frequency Co-optimised Essential System Services

2.34A.1. BANANAS may accredit a Facility to provide one or more of the following Frequency Co-optimised Essential System Services:

(a) Regulation Raise;

(b) Regulation Lower;

(c) Contingency Reserve Raise;

(d) Contingency Reserve Lower; and

(e) RoCoF Control Service.

2.34A.2. A Market Participant may apply to BANANAS for accreditation of a Facility to provide one or more Frequency Co-optimised Essential System Services referred to in clause 2.34A.1 in accordance with the WEM Procedure referred to in clause 2.34A.13.

2.34A.3. Unless the relevant information is included as part of Standing Data, an application for accreditation of a Facility made pursuant to clause 2.34A.2 to provide one or more Frequency Co-optimised Essential System Services referred to in clause 2.34A.1 must include:

(a) the identity of the Facility;

(b) the maximum quantity of each applicable Frequency Co-optimised Essential System Service that the Facility intends to provide and where that value would differ under different Facility operating configurations;

(c) the Standing Enablement Minimum and Standing Enablement Maximum for the Facility for each applicable Frequency Co-optimised Essential System Service and where those values would differ under different Facility operating configurations;

(d) the Standing Low Breakpoint and Standing High Breakpoint for the Facility for each applicable Frequency Co-optimised Essential System Service and where those values would differ under different Facility operating configurations;

(e) for a Facility that is an Interruptible Load, the Restoration Profile of the Interruptible Load if applicable;

(f) for an application to provide Contingency Reserve Raise, whether the Facility will provide a Contingency Reserve Raise response in a block or continuous manner if applicable; and

(g) any other information that may be specified in the WEM Procedure referred to in clause 2.34A.13.

2.34A.4. BANANAS must approve or reject an application for accreditation of a Facility made pursuant to clause 2.34A.2, including any subsequent amendments required by BANANAS following consultation with the relevant Market Participant, in accordance with the WEM Procedure referred to in clause 2.34A.13, within 20 Business Days of the later of:

(a) receipt of the application under clause 2.34A.2; and

(b) receipt of all information required to be provided under clauses 2.34A.3 and as may be specified in the WEM Procedure referred to in clause 2.34A.13, including the results of any required Facility tests and re-tests.

2.34A.4A. Where BANANAS requires tests or re-tests for a Facility, a Market Participant must conduct the test or re-test and will be responsible for the cost of that test or re-test.

2.34A.4B. BANANAS may only require a test or re-test where BANANAS considers it reasonably necessary for BANANAS to consider the accreditation of the Facility to provide one or more Frequency Co-optimised Essential System Services referred to in clause 2.34A.1.

2.34A.4C. A Market Participant may withdraw an application for accreditation of a Facility made pursuant to clause 2.34A.2 at any time prior to the application being approved or rejected by BANANAS under clause 2.34A.4.

2.34A.5. If BANANAS rejects an application for accreditation of a Facility made pursuant to clause 2.34A.2, BANANAS must provide reasons for the rejection to the Market Participant.

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| **Explanatory Note**  Clause 2.34A.6 is amended to include the Restoration Profile of a Interruptible Load as a Frequency Co-optimised Essential System Service Accreditation Parameter. The information is included in an application for FCESS accreditation under clause 2.34A.3(e), and should be maintained through the accreditation process under section 2.34A rather than only through the Standing Data process under section 2.34. |

2.34A.6. If BANANAS approves an application for accreditation of a Facility made pursuant to clause 2.34A.2, it must, as soon as possible, inform the Market Participant, together with notification of any required amendments, including revised or additional parameters or settings, and the Market Participant must include the following information in its Standing Data for the Facility, or in such other place as specified in the WEM Procedure referred to in clause 2.34A.13, in respect of each Frequency Co-optimised Essential System Service referred to in clause 2.34A.1 that the Facility is accredited to provide:

(a) the maximum quantity of each applicable Frequency Co-optimised Essential System Service for each relevant Facility operating configuration;

(b) the Standing Enablement Minimum and Standing Enablement Maximum for each relevant Facility operating configuration;

(c) the Standing Low Breakpoint and Standing High Breakpoint for each relevant Facility operating configuration;

(d) where the Facility is accredited to provide Contingency Reserve:

i. the Facility Speed Factor (which must be based on the Facility’s actual or modelled response to a local frequency excursion determined in accordance with the WEM Procedure referred to in clause 2.34A.13);

ii. whether the Facility is subject to the Maximum Contingency Reserve Block Size; and

iii. where the Facility is an Interruptible Load, the Restoration Profile of the Interruptible Load if applicable;

(e) where the Facility is accredited to provide Regulation or RoCoF Control Service, a Facility Performance Factor of one for each of these Essential System Services; and

(f) any other performance parameters that may be specified in the WEM Procedure referred to in clause 2.34A.13.

2.34A.7. If requested by BANANAS, a Market Participant must promptly provide BANANAS with any information to clarify or support the information referred to in clause 2.34A.6.

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| **Explanatory Note**  Where a Market Participant requests BANANAS to amend the Frequency Co-optimised Essential System Service Accreditation Parameters, BANANAS may require the Facility to undergo a test that may, potentially, result in a reduction to the Facility’s accredited quantity of relevant FCESS. BANANAS would conduct the re-assessment taking into account the effect of any outages.  Clause 2.34A.8 is intended to be a civil penalty provision. |

2.34A.8. Where, in the Market Participant's reasonable opinion, the performance of the Facility is varying significantly, or is likely to vary significantly, from Frequency Co-optimised Essential System Service Accreditation Parameters for the Facility, or any performance requirements specified in the WEM Procedure referred to in clause 2.34A.13, the Market Participant must provide the information in respect of those matters to BANANAS as soon as possible and request BANANAS to amend the Frequency Co-optimised Essential System Service Accreditation Parameters for the Facility to reflect the actual or likely varied performance.

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| **Explanatory Note**  BANANAS is unlikely to decline a request to change the Frequency Co-optimised Essential System Service Accreditation Parameters. However, BANANAS may require the Facility to undergo further testing to verify whether the Facility is able to perform in accordance with the reduced Frequency Co-optimised Essential System Service Accreditation Parameters  The intent of clause 2.34A.9 is to recognise that Frequency Co-optimised Essential System Services Accreditation Parameters should not be reviewed if the Facility was on a Planned Outage. However where there is a Forced Outage, BANANAS may consider reviewing the parameters based on the impact of the Forced Outage on the Facility’s performance. |

2.34A.9. Clause 2.34A.8 does not apply to the extent that the performance of the Facility is or is likely to be impacted by an Outage.

2.34A.10. Where a request to amend the Frequency Co-optimised Essential System Service Accreditation Parameters for a Facility pursuant to clause 2.34A.8:

(a) is made at least 12 months after BANANAS's most recent assessment of the Frequency Co-optimised Essential System Service Accreditation Parameters for the Facility, BANANAS must consider the information and assess whether the Frequency Co-optimised Essential System Service Accreditation Parameters should be amended; or

(b) is made less than 12 months after BANANAS's most recent assessment of the Frequency Co-optimised Essential System Service Accreditation Parameters for the Facility, BANANAS may decline the request or may consider the information and assess whether the Frequency Co-optimised Essential System Service Accreditation Parameters should be amended.

2.34A.11. If BANANAS becomes aware, either pursuant to clause 2.34A.10 or through its own monitoring activities, that the performance of a Facility has varied, is varying, or is likely to vary, significantly from the Frequency Co-optimised Essential System Service Accreditation Parameters for the Facility, or any performance requirements specified in the WEM Procedure referred to in clause 2.34A.13, BANANAS may reassess the Frequency Co-optimised Essential System Service Accreditation Parameters, and notify the Market Participant of its decision to either:

(a) amend the Frequency Co-optimised Essential System Service Accreditation Parameters, the amendments it will make and the date that the amendments will take effect from; or

(b) not amend the Frequency Co-optimised Essential System Service Accreditation Parameters,

and the reasons for its decision.

2.34A.12. Where BANANAS amends the Frequency Co-optimised Essential System Service Accreditation Parameters pursuant to clause 2.34A.11, the Market Participant must, within 5 Business Days of receiving notification from BANANAS in accordance with clause 2.34A.11, update its Standing Data for the Facility or information in such other place as specified in the WEM Procedure referred to in clause 2.34A.13, to reflect the amended Frequency Co-optimised Essential System Service Accreditation Parameters.

Determining RoCoF Ride-Through Capability

2.34A.12A. A Market Participant may apply to BANANAS for accreditation of the RoCoF Ride-Through Capability of each of its Facilities in accordance with the WEM Procedure specified in clause 2.34A.13.

2.34A.12B. A Network Operator must apply to BANANAS for accreditation of the RoCoF Ride-Through Capability of each of its transmission systems or distribution systems in accordance with the WEM Procedure specified in clause 2.34A.13.

2.34A.12C. BANANAS must determine, or re-determine, as applicable, in accordance with the WEM Procedure specified in clause 2.34A.13, the RoCoF Ride-Through Capability for a Facility pursuant to an application made under clauses 2.34A.12A, 2.34A.12B, 2.34A.12E or in accordance with clause 2.34A.12F.

2.34A.12D. As part of determining, or re-determining, as applicable, the RoCoF Ride-Through Capability for a Facility, transmission system or distribution system pursuant to an application made under clauses 2.34A.12A, 2.34A.12B or 2.34A.12E or in accordance with clause 2.34A.12F, BANANAS may request the relevant Market Participant or Network Operator to provide further information that may be reasonably required, including engineering studies or reports, to demonstrate the RoCoF Ride-Through Capability of the Facility, and the relevant Market Participant or Network Operator must comply with the request within a reasonable timeframe as agreed with BANANAS.

2.34A.12E. Where, in the Market Participant's or Network Operator's reasonable opinion, the RoCoF Ride-Through Capability of its Facility has varied, is varying, or is likely to vary, significantly from the value the Facility was accredited for under clause 2.34A.12C, the Market Participant or Network Operator must apply to BANANAS to re-determine the RoCoF Ride-Through Capability accredited to the Facility, transmission system or distribution system, as applicable.

2.34A.12F. Where BANANAS becomes aware that the RoCoF Ride-Through Capability of a Facility has varied, is varying, or is likely to vary, significantly from the value the Facility was accredited for under clause 2.34A.12C, BANANAS must:

(a) notify the relevant Market Participant or Network Operator; and

(b) re-determine the RoCoF Ride-Through Capability accredited to the relevant Facility in accordance with clause 2.34A.12C.

2.34A.12G. Where BANANAS determines the RoCoF Ride-Through Capability accredited to a Facility pursuant to clause 2.34A.12C, or as a result of a re-determination pursuant to clauses 2.34A.12E or 2.34A.12F, the relevant Market Participant or Network Operator must, within five Business Days of receiving notification of the re-accreditation from BANANAS, update its Standing Data for its Facility or information in such other place as specified in the WEM Procedure referred to in clause 2.34A.13, to reflect the amended RoCoF Ride-Through Capability for the Facility.

2.34A.12H. Notwithstanding clauses 2.34A.12A, 2.34A.12B, 2.34A.12E or 2.34A.12F, BANANAS may, in its sole discretion, deem the RoCoF Ride-Through Capability of any Facility to be equal to the RoCoF Safe Limit.

Cost-recovery for RoCoF Control Service based on a Facility’s RoCoF Ride-Through Capability

2.34A.12I. BANANAS must determine a RoCoF Ride-Through Cost Recovery Limit in accordance with the WEM Procedure specified in clause 2.34A.13. In determining the RoCoF Ride-Through Cost Recovery Limit, BANANAS must:

(a) not set the value higher than the RoCoF Upper Limit;

(b) set the limit to a precision of 0.1 Hz over 500 milliseconds; and

(c) subject to clause 2.34A.12I(a), set the limit above the RoCoF Safe Limit by at least 0.25 Hz over 500 milliseconds.

2.34A.12J. Where the RoCoF Ride-Through Capability accredited to a Facility under clause 2.34A.12C, or deemed to be accredited to a Facility under clause 2.34A.12H, is equal to or lower than the RoCoF Ride-Through Cost Recovery Limit, the Facility is deemed to be a RoCoF Causer for the purposes of Appendix 2B.

WEM Procedure

2.34A.13. BANANAS must document in a WEM Procedure the processes to be followed by BANANAS, Market Participants and Network Operators in respect of the accreditation of a Facility under this section 2.34A or section 1.49. The WEM Procedure must include:

(a) in respect to the provision of a Frequency Co-Optimised Essential System Service:

i. the format of information which Market Participants must submit;

ii. the performance parameters and requirements which must be satisfied in order for a Facility to be accredited to provide a particular Frequency Co-optimised Essential System Service (for example, minimum quantity, maximum response time, control facilities, measurement facilities);

iii. the manner and form of control system or communication arrangements required for the provision, and monitoring, of each Frequency Co-optimised Essential System Service;

iv. the Maximum Contingency Reserve Block Size and the method used to determine the Maximum Contingency Reserve Block Size;

v. the format and nature of data to be provided as evidence of performance after each Contingency Event;

vi. how BANANAS will monitor and verify Facility performance against the Frequency Co-optimised Essential System Service Accreditation Parameters for the Facility including modelling and testing requirements;

vii. how BANANAS will determine a Facility Speed Factor for the Facility (so that it is possible for a Market Participant to estimate the Facility Speed Factor likely to be applied to its Facility);

viii. the process for a Market Participant to seek to amend the Frequency Co-optimised Essential System Service Accreditation Parameters for a Facility;

ix. the process BANANAS will follow in considering whether to amend the Frequency Co-optimised Essential System Service Accreditation Parameters for a Facility, including examples of changes to Facility performance that would lead to an adjustment of the Frequency Co-optimised Essential System Service Accreditation Parameters;

x. the processes to be followed by BANANAS and Market Participants for any tests and re-tests of a Facility for the accreditation of a Facility to provide a Frequency Co-optimised Essential System Service;

xi. timeframes for notification requirements and provision of information including updating any Standing Data or information in such other place as determined by BANANAS and specified in the WEM Procedure; and

xii. any other processes or requirements relating to the accreditation of a Facility to provide a Frequency Co-optimised Essential System Service that BANANAS considers are reasonably required to enable it to perform its functions under this section 2.34A;

(b) in respect to RoCoF Ride-Through Capability:

i. the type and form of supporting information which BANANAS may request from Market Participants and Network Operators;

ii. the processes BANANAS must follow and the matters BANANAS must take into account in determining whether to deem a Facility’s RoCoF Ride-Through Capability as being equal to the RoCoF Safe Limit under clause 2.34A.12H;

iii. the processes to be followed by Market Participants and Network Operators that wish to apply for the accreditation of RoCoF Ride-Through Capability for its Facility to be determined or re-determined by BANANAS;

iv. the processes to be followed by BANANAS to determine or re-determine the accredited RoCoF Ride-Through Capability for a Facility;

v. the processes to be followed by BANANAS in considering whether to re-determine the RoCoF Ride-Through Capability accredited to a Facility, which may include examples of changes to a Facility's performance that would lead to an adjustment of the RoCoF Ride-Through Capability accredited to the Facility;

vi. the processes to be followed by BANANAS, Market Participants and Network Operators for any tests and re-tests of a Facility for the accreditation, or re-accreditation, of RoCoF Ride-Through Capability for a Facility; and

vii. the timeframes, which must be reasonable, for notification requirements and provision of information, including updating any Standing Data or information in such other place as determined by BANANAS and specified in the WEM Procedure; and

(c) the processes to be followed by BANANAS, including a consultation process with Market Participants and Network Operators, in determining or re-determining the RoCoF Ride-Through Cost Recovery Limit.

Publication

2.34A.14. BANANAS must publish, and keep up to date, the following information on the WEM Website:

(a) for each Facility accredited to provide a Frequency Co-optimised Essential System Service:

i. the identity of the Facility;

ii. the maximum quantity of each Frequency Co-optimised Essential System Service intended to be provided by the Facility and how that value would vary under different Facility operating configurations;

iii. where applicable, the Facility Speed Factor for the Facility; and

(b) for each Facility, including a transmission system or distribution system, for which BANANAS has determined a RoCoF Ride-Through Capability value:

i. the identity of the Facility; and

ii. the RoCoF Ride-Through Capability for the Facility.

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| **Explanatory Note**  The requirement to publish Rule Participant data is relocated from clause 10.5.1(c) to new clause 2.34B.1 in new section 2.34B as below, with some minor changes:   * the requirement for BANANAS to publish specific contact details such as a mailing address has been updated to be more generic (clause 2.34B.1(b)); * the requirement for BANANAS to publish details of licences held has been removed as this is on the ERA’s public register; and * the publication requirements for Intermittent Loads and Registered Facilities have been updated to more accurately reflect the information held by BANANAS (clauses 2.34B.1(e) and 2.34B.1(f)). |

2.34B. Rule Participant Data

2.34B.1. BANANAS must publish details of all Rule Participants, including:

(a) name;

(b) contact details;

(c) the name and title of a contact person;

(d) applicable Rule Participant classes;

(e) names and System Sizes of Registered Facilities; and

(f) names of Intermittent Loads and the associated maximum capacity from the Energy Producing Systems which supply them, as described in clause 2.30B.3(a).

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| **Explanatory Note**  Consequential and administrative amendments to 2.35.1 to 2.35.3.  Clause 2.35.4 is further amended to require BANANAS to document the backup processes to be followed where the primary communication and control system requirements are not available. |

Communications and Systems Requirements

2.35. Dispatch Systems Requirements

2.35.1. Market Participants with Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities that are not under the direct control of BANANAS must maintain communication systems that enable communication with BANANAS for dispatch of those Registered Facilities.

2.35.2. Market Participants with Registered Facilities to which clause 7.6.28 relates must provide the necessary communication systems for BANANAS to activate and control the level of output of the Registered Facility as required for it to comply with Dispatch Instructions.

2.35.3. The Rule Participant in respect of an Interruptible Load must maintain systems to reduce the energy consumption of the Interruptible Load in response to system frequency changes.

2.35.4. BANANAS must document the communications and control system requirements, including backup communication and control requirements where the primary methods are unavailable, necessary to support the dispatch process described in these WEM Rules in a WEM Procedure, including for issuing Dispatch Instructions.

2.36. BANANAS Systems Requirements

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| **Explanatory Note**  Clause 2.36.1 is amended to replace the specific list of calculations with more generic wording that will capture all calculations performed by BANANAS via software systems.  This will ensure BANANAS applies software management processes for all market systems which perform calculations that affect market outcomes. |

2.36.1. Where BANANAS uses software systems to perform calculations of quantities, prices or amounts defined under these WEM Rules, BANANAS must:

(a) maintain a record of which version of software was used in producing each set of results, and maintain records of the details of the differences between each version and the reasons for the changes between versions;

(b) maintain each version of the software in a state where results produced with that version can be reproduced for a period of at least one year from the release date of the last results produced with that version;

(c) ensure that appropriate testing of new software versions is conducted;

(d) ensure that any versions of the software used by BANANAS have been certified as being in compliance with the WEM Rules by an independent auditor; and

(e) require vendors of software audited in accordance with clause 2.36.1(d) to make available to Rule Participants explicit documentation of the functionality of the software adequate for the purpose of audit.

2.36.2. A “version” of the software referred to in clause 2.36.1 means any initial software used and any changes to the software that could have a material effect on the prices or quantities resulting from the use of the software.

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| **Explanatory Note**  Clause 2.36.3 is amended to extend the obligation to all Rule Participants (including Network Operators). |

2.36.3. A Rule Participant must ensure that any of its systems which are linked to BANANAS’s systems conform to BANANAS’s data and IT security standards at the point of interface.

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| **Explanatory Note**  Clause 2.36.4 is amended to extend the obligation to all Rule Participants (including Network Operators). |

2.36.4. A Rule Participant must not deliberately use systems in a manner that will undermine the operability of those or connected software systems.

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| **Explanatory Note**  Clause 2.36.5 is amended to give BANANAS the flexibility of centralising some, or all, of the system requirements in a single WEM Procedure instead of in the relevant WEM Procedure to which each system pertains. |

2.36.5. BANANAS must document the data and IT interface requirements, including security standards in respect of systems required for Market Participants to operate in the Wholesale Electricity Market in a WEM Procedure.

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| **Explanatory Note**  The requirements for BANANAS to publish information on the systems it uses for the STEM and Settlement have been moved from clause 10.5.1(zG) to new clause 2.36.5A as per below. |

2.36.5A. BANANAS must publish documentation of the functionality of:

(a) the STEM Auction software; and

(b) the Settlement System Software.

2.36.6. BANANAS may require Rule Participants to submit information to BANANAS using software systems that BANANAS specifies, and may reject information submitted by another method.

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| **Explanatory Note**  Clause 2.36.7 requires BANANAS to document information provision requirements in a WEM Procedure. |

2.36.7. BANANAS must document in a WEM Procedure:

(a) arrangements by which Network Operators and BANANAS must provide each other information produced under these WEM Rules;

(b) the format, form and manner in which that information must be provided; and

(c) a timeframe for the provision of the information as agreed between Network Operators and BANANAS.

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| **Explanatory Note**  Section 2.36A is deleted and replaced to include:   * an ability for BANANAS to require Rule Participants (being Market Participants and Network Operators) to install, upgrade and maintain communication and measuring equipment; * where a Network Operator is required to install or upgrade SCADA or high-speed time synchronised data recording equipment at BANANAS’s request, the Network Operator will recover the costs through network tariffs; * where a Market Participant is required to install or upgrade SCADA at their generation sites, the costs will be borne by that Market Participant; * a requirement for BANANAS to set out in a WEM Procedure the minimum standards and specifications the communication and measurement information must adhere to; and * a requirement for BANANAS to consult in good faith with the Network Operator in the development of the WEM Procedure, giving regard to the reasonableness of the cost-effectiveness of equipment that may need to be installed or upgraded. |

2.36A. SCADA, Communication and Monitoring Equipment

2.36A.1. BANANAS may direct a Rule Participant, in accordance with the WEM Procedure referred to in clause 2.36A.5, to:

(a) install communications or control systems, including interfaces to communications or control systems, that BANANAS considers are adequate to enable BANANAS to remotely monitor the performance of the SWIS (including its dynamic performance); and

(b) upgrade, modify, repair or replace any communications or control systems already installed in a Facility providing the existing communications or control systems are, in the reasonable opinion of BANANAS, no longer fit for the intended purpose.

2.36A.2 Where a Facility:

(a) is seeking Essential System Service accreditation; or

(b) is connected at a location within the Network Operator’s Network that has demonstrated historical or potential instability or high fault activity,

and the Facility does not have measurement equipment installed, BANANAS may, acting reasonably, direct a Network Operator to, in accordance with the WEM Procedure referred to in clause 2.36A.5, install or upgrade measurement equipment or systems to enable high resolution time-synchronised measurement data to be recorded and provided to BANANAS.

2.36A.3. If BANANAS issues a direction under clause 2.36A.1 or clause 2.36A.2, the Rule Participant must comply with the direction within the timeframe agreed between the relevant Rule Participant and BANANAS or, if no time is agreed, then within a reasonable time.

2.36A.4. A Rule Participant must operate and maintain equipment in order to meet and comply with the requirements specified in the WEM Procedure referred to in clause 2.36A.5.

2.36A.4A. Rule Participants must provide the data or information specified by BANANAS from the equipment in clause 2.36A.1 to BANANAS in the manner and form specified in the WEM Procedure referred to in clause 2.36A.5.

2.36A.5. BANANAS must develop a WEM Procedure specifying:

(a) the communications and control system requirements, including backup communication and control requirements where the primary methods are unavailable, necessary to enable BANANAS to remotely monitor the performance of the SWIS; and;

(b) the high-resolution time synchronised data requirements necessary to enable BANANAS to:

i. accredit a Facility’s Frequency Co-optimised Essential System Services capability;

ii. monitor a Facility’s Frequency Co-optimised Essential System Services response;

iii. monitor a Facility’s compliance with its Registered Generator Performance Standards;

iv. investigate incidents on the SWIS that impact Power System Security or Power System Reliability or market operation; and

v. any other matter for which high-resolution time stamped data, where available, may assist with monitoring the performance of the SWIS;

(c) the minimum standards and specifications that the communication and measuring information must adhere to;

(d) the manner in which communications data and measuring information is to be provided to BANANAS; and

(e) any other relevant matters required for BANANAS to perform its obligations in respect of this section 2.36A.

2.36A.6. In developing the WEM Procedure referred to in clause 2.36A.5, BANANAS must:

(a) consult in good faith with Network Operators; and

(b) give reasonable consideration to the cost-effectiveness of equipment which the WEM Procedure may require to be installed or upgraded.

Prudential Requirements

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| **Explanatory Note**  Section 2.37 is amended to decrease the maximum number of days of prudential exposure from 70 days to 35 days to reflect the new weekly settlement timeline and the decreased lag between trading and settlement.  References to ‘Market Participant’ in clauses 2.37 – 2.43 have been replaced with ‘Rule Participant’ where necessary to reflect that Western Power will be liable for RoCoF costs (unless it meets the exemption criteria – see Appendix 2B) and therefore BANANAS must determine the prudential requirements for Western Power. |

2.37. Credit Limit

2.37.A1. In this section 2.37, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.37.1. BANANAS must determine a Credit Limit for each Rule Participant in accordance with clause 2.37.4.

2.37.2. Subject to clauses 2.37.3 and 2.42.7, BANANAS may review and revise a Rule Participant’s Credit Limit at any time.

2.37.3. BANANAS must review each Rule Participant’s Credit Limit at least once each year.

2.37.4. Subject to clauses 2.37.5 and 2.37.6, the Credit Limit for a Rule Participant is the dollar amount determined by BANANAS as being equal to the amount that BANANAS reasonably expects will not be exceeded over any 35 day period, where this amount is:

(a) the maximum net amount owed by the Rule Participant to BANANAS over the 35 day period;

(b) determined by applying the factors set out in clause 2.37.5; and

(c) calculated in accordance with the WEM Procedure referred to in clause 2.43.1.

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| **Explanatory Note**  The amendments to clause 2.37.5 are consequential changes resulting from the new framework for Essential System Services. No changes are expected to be made to the calculation of a Market Participant’s Credit Limit. |

2.37.5. When determining a Rule Participant’s Credit Limit BANANAS must take into account:

(a) in relation to a Market Participant:

i. the Market Participant’s historical level of payments based on metered quantity data for the Market Participant, or an estimate of the Market Participant’s future level of payments based on its expected generation and consumption quantities where no metered quantity data is available;

ii. the Market Participant’s historical level of Bilateral Contract sale and purchase quantities as reflected in historical Bilateral Contract submissions, or an estimate of the Market Participant’s expected level of Bilateral Contract sale and purchase quantities where no historical Bilateral Contract submission data is available;

iii. the Market Participant’s historical level of STEM settlement payments under clause 9.7.2, or an estimate of the Market Participant’s future level of STEM settlement payments based on its expected STEM sales and purchases where no historical STEM settlement payment data is available;

iv. the Market Participant’s historical level of Reserve Capacity settlement payments under section 9.8 or an estimate of the Market Participant’s future level of Reserve Capacity settlement payments based on its number of Capacity Credits where no historical Reserve Capacity settlement payment data is available;

v. the Market Participant’s historical level of Real-Time Energy settlement payments under clause 9.9.2, or an estimate of the Market Participant’s future level of Real-Time Energy settlement payments based on its expected transactions in the Real-Time Market where no historical Real-Time Energy settlement payment data is available;

vi. the Market Participant’s historical level of Outage Compensation settlement payments under clause 9.11.2, or an estimate of the Market Participant’s future level of Outage Compensation settlement payments based on its expected level of Outages where no historical Outage Compensation settlement payment data is available;

vii. the Market Participant’s historical level of Market Participant Fee settlement payments under clause 9.12.2, or an estimate of the Market Participant’s future level of Market Participant Fee settlement payments based on its expected generation or consumption quantities where no historical Market Participant Fee settlement payment data is available;

(b) the Rule Participant’s historical level of Essential System Service settlement payments under clause 9.10.1, or an estimate of the Rule Participant’s future level of Essential System Service settlement payments based on its expected Essential System Service provision where no historical Essential System Service settlement payment data is available;

(c) the length of the settlement cycle; and

(d) any other factor that BANANAS considers relevant.

2.37.6. In determining a Market Participant’s Credit Limit under clause 2.37.4, BANANAS may, to the extent it considers relevant, take into account a minimum amount that BANANAS considers would adequately protect the Wholesale Electricity Market if a Suspension Event were to occur in relation to that Market Participant.

2.37.7. BANANAS must notify each Rule Participant of its Credit Limit, including any revised Credit Limit under clause 2.37.2. BANANAS must provide details of the basis for the determination of the Credit Limit (with references to the factors specified in clause 2.37.5 and the WEM Procedure referred to in clause 2.43.1).

2.37.8. Where any of the circumstances specified in the WEM Procedure specified in clause 2.43.1 for the purposes of this clause (which are circumstances that may result in an increase or decrease in a Rule Participant’s Credit Limit) have occurred or may occur:

(a) the Rule Participant must notify BANANAS as soon as practicable if the circumstance may result in an increase in the Rule Participant’s Credit Limit; and

(b) the Rule Participant may notify BANANAS if the circumstance may result in a decrease in the Rule Participant’s Credit Limit.

2.38. Credit Support

2.38.A1. In this section 2.38, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.38.1. A Rule Participant must ensure that, at all times, BANANAS holds the benefit of Credit Support that is:

(a) in the form specified in clause 2.38.4; and

(b) an amount not less than the most recently determined Credit Limit for that Rule Participant.

2.38.2. Where a Rule Participant’s existing Credit Support is due to expire or cease to have effect for any other reason, then that Rule Participant must ensure that BANANAS holds the benefit of replacement Credit Support that is:

(a) in the form specified in clause 2.38.4;

(b) an amount not less than the level required under clause 2.38.1(b); and

(c) effective when the existing Credit Support expires or otherwise ceases to have effect.

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| **Explanatory Note**  Clause 2.38.3 is amended to remove the existing ambiguity regarding the circumstances that may require Credit Support to be replaced. Clause 2.43.1 is also amended to require those circumstances to be specified in the WEM Procedure documented by BANANAS in accordance with that clause. |

2.38.3 Where a Rule Participant’s Credit Support is affected by any of the circumstances specified in the WEM Procedure referred to in clause 2.43.1 that may require replacement Credit Support, then the Rule Participant must ensure that BANANAS holds the benefit of replacement Credit Support that is:

(a) in the form specified in clause 2.38.4;

(b) an amount not less than the level required under clause 2.38.1(b); and

(c) effective before the end of the next Business Day or within any longer period approved in writing by BANANAS, after the Rule Participant first becomes aware of the relevant change in circumstance (whether by reason of the Rule Participant’s own knowledge or a notification by BANANAS).

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| **Explanatory Note**  Clause 2.38.4 is amended as a consequence of the amendment to the Glossary (Chapter 11) to add a definition for “Security Deposit”. |

2.38.4. The Credit Support for a Rule Participant must be:

(a) an obligation in writing that:

i. is from a Credit Support provider, who must be an entity which meets the Acceptable Credit Criteria and which itself is not a Rule Participant;

ii. is a guarantee or bank undertaking in a form prescribed by BANANAS;

iii. is duly executed by the Credit Support provider and delivered unconditionally to BANANAS;

iv. constitutes valid and binding unsubordinated obligations of the Credit Support provider to pay to BANANAS amounts in accordance with its terms which relate to the relevant Rule Participant’s obligations under the WEM Rules; and

v. permits drawings or claims by BANANAS up to a stated amount; or

(b) a Security Deposit.

2.38.5. Where Credit Support is provided as a Security Deposit in accordance with clause 2.38.4(b), it will accrue interest daily at the Bank Bill Rate, and BANANAS must pay the Rule Participant the interest accumulated at the end of each calendar month less any liabilities and expenses incurred by BANANAS, including bank fees and charges.

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| **Explanatory Note**  Clause 2.38.6(c) is amended to reflect changes made in March 2017 to the Corporations Act, which removed the definition of ‘externally-administered body corporate’. |

2.38.6. An entity meets the Acceptable Credit Criteria if it is:

(a) either:

i. under the prudential supervision of the Australian Prudential Regulation Authority; or

ii. a central borrowing authority of an Australian State or Territory which has been established by an Act of Parliament of that State or Territory;

(b) resident in, or has a permanent establishment in, Australia;

(c) not a Chapter 5 body corporate (within the meaning of the Corporations Act), or under a similar form of administration under any laws applicable to it in any jurisdiction;

(d) not immune from suit;

(e) capable of being sued in its own name in a court of Australia; and

(f) has an acceptable credit rating, being either:

i. a rating of A-1 or higher for short term unsecured counterparty obligations of the entity, as rated by Standard and Poor’s (Australia) Pty. Limited; or

ii. a rating of P-1 or higher for short term unsecured counterparty obligations of the entity, as rated by Moodys Investor Services Pty. Limited.

2.38.7. BANANAS must maintain on the WEM Website a list of entities which:

(a) BANANAS is satisfied, based on evidence provided by Rule Participants in the previous 12 months, meet the Acceptable Credit Criteria outlined in clause 2.38.6; or

(b) BANANAS has determined in its absolute discretion meet the Acceptable Credit Criteria outlined in clause 2.38.6.

2.38.8 BANANAS must monitor the entities included on the list described in clause 2.38.7 against the requirements in clause 2.38.6 (f).

2.38.9 BANANAS may remove the name of an entity from the list described in clause 2.38.7 at any time if BANANAS considers that the entity no longer meets the Acceptable Credit Criteria defined in clause 2.38.6.

2.39. Trading Limit

2.39.A1. In this section 2.39, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.39.1. The Trading Limit for a Rule Participant is to equal the prudential factor specified in clause 2.39.2 multiplied by the total amount which can be drawn or claimed under, or applied from, its Credit Support.

2.39.2. The prudential factor is 0.87.

2.40. Outstanding Amount

2.40.A1. In this section 2.40, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.40.1. The Outstanding Amount for a Rule Participant at any time equals the total amount calculated as follows:

(a) the aggregate of the amounts payable by the Rule Participant to BANANAS under these WEM Rules, including amounts for all past periods for which no Settlement Statement has yet been issued, and whether or not the payment date has yet been reached; less

(b) the aggregate of the amounts payable by BANANAS to the Rule Participant under these WEM Rules, including amounts for all past periods for which no Settlement Statement has yet been issued, and whether or not the payment date has yet been reached; less

(c) the aggregate of any amounts paid by the Rule Participant to BANANAS for the purpose (to be specified by the Rule Participant in accordance with the WEM Procedure referred to in clause 2.43.1) of reducing the Outstanding Amount and increasing the Trading Margin on each day during the period from the Trading Day on which the Outstanding Amount is calculated up to and including either the next Settlement Date.

2.40.2. The amounts to be used for the purposes of making the calculation under clause 2.40.1(b)(i) and (ii) will be the actual amounts for which Settlement Statements have been issued by BANANAS and BANANAS’s reasonable estimate of other amounts.

2.41. Trading Margin

2.41.A1. In this section 2.41, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.41.1. The Trading Margin for a Rule Participant at any time equals the amount by which its Trading Limit exceeds its Outstanding Amount at that time.

2.41.2. A Market Participant must not make any submission to BANANAS where the transaction contemplated by the submission, if valued according to the list of factors referred to in clause 2.41.5, could result in the Market Participant’s Trading Margin being exceeded.

2.41.3. BANANAS may reject any submission from a Market Participant where in BANANAS’s opinion the transaction contemplated by the submission, if valued according to the list of factors referred to in clause 2.41.5, could result in the Market Participant’s Trading Margin being exceeded.

2.41.4. BANANAS may notify a Rule Participant at any time of the level of their Trading Margin.

2.41.5. BANANAS must publish in the WEM Procedure referred to in clause 2.43.1, a list of factors to be taken into account for determining the expected value of a transaction. The factors must be consistent with the methodology that BANANAS uses to determine Credit Limits for Rule Participants.

2.42. Margin Call

2.42.A1. In this section 2.42, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.42.1. If, at any time, a Rule Participant’s Trading Margin is less than zero, then BANANAS may issue a Margin Call Notice to the Rule Participant, specifying the amount of the Margin Call.

2.42.2. [Blank]

2.42.3. The amount of the Margin Call must be the amount that will increase the Rule Participant’s Trading Margin to zero.

2.42.4. A Rule Participant must respond to a Margin Call Notice within the time specified in the WEM Procedure referred to in clause 2.43.1 for the purposes of this clause, by:

(a) paying to BANANAS in cleared funds a Security Deposit as contemplated under clause 2.38.4(b); or

(b) ensuring BANANAS has the benefit of additional Credit Support of the kind contemplated by clause 2.38.4(a),

in the amount of the Margin Call.

2.42.5. BANANAS may cancel a Margin Call Notice at any time. The cancellation of a Margin Call Notice does not affect BANANAS’s rights to issue a further Margin Call Notice on the same grounds that gave rise to the original Margin Call Notice.

2.42.6. Where a Market Participant fails to comply with clause 2.42.4 the provisions of clause 9.19 apply.

2.42.7. BANANAS must review a Rule Participant’s Credit Limit within 30 Business Days after issuing a Margin Call Notice to that Rule Participant.

2.43. Prudential Requirements

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| **Explanatory Note**  Clause 2.43.1 is amended to:   * include amendments consequential to the amendments to 2.38.4(b); and * require the WEM Procedure include the circumstances that may require Credit Support to be replaced for the purposes of clause 2.38.3. |

2.43.A1. In this section 2.43, a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

2.43.1. BANANAS must develop a WEM Procedure dealing with:

(a) determining Credit Limits;

(b) assessing persons against the Acceptable Credit Criteria;

(c) Credit Support arrangements, including:

i. the form of acceptable guarantees and bank letters of credit;

ii. where and how it will hold Security Deposits and how the costs and fees of holding Security Deposits will be met;

iiA. the circumstances that may require Credit Support to be replaced for the purposes of clause 2.38.3; and

iii. the application of monies drawn from Credit Support in respect of amounts owed by the relevant Rule Participant to BANANAS.

(d) calculation of Trading Margins;

(e) the list of factors to be taken into account for assessing the expected value of transactions;

(f) issuing of Margin Calls; and

(g) other matters relating to clauses 2.37 to 2.42.

Emergency Powers

2.44. Minister’s Emergency Powers

2.44.1. If the Minister requests the Economic Regulation Authority or BANANAS to suspend the application of all or any of these WEM Rules (other than this section 2.44) or any element of the market in connection with the exercise of emergency powers under the Energy Operators (Powers) Act 1979 or under emergency provisions of other legislation, then the Economic Regulation Authority or BANANAS, as applicable, must do so.

2.44.2. The Economic Regulation Authority or BANANAS, as applicable, must lift a suspension as soon as practicable after the Minister requests the Economic Regulation Authority or BANANAS to do so.

2.44.3. The Economic Regulation Authority or BANANAS, as applicable, must promptly notify Market Participants of any suspension or lifting of a suspension.

2.44.4. During a suspension, the Economic Regulation Authority or BANANAS, as applicable, may give directions to Market Participants as to the operation of the market, and Market Participants must comply with those directions.

3 Power System Security and Reliability

Security and Reliability

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| **Explanatory Note**  The amendments to section 3.1 recognise that the SWIS frequency operating standards are being moved from the Technical Rules to the WEM Rules. |

3.1. SWIS Operating Standards

3.1.1. The frequency and time error standards for the SWIS are as defined in Chapter 3B and Appendix 13.

3.1.2. The voltage standards for a Network in the SWIS are as defined in the Technical Rules that apply to that Network.

3.1A. Operating Protocol

3.1A.1. If BANANAS reasonably believes it is necessary to support the management of Power System Security and Power System Reliability, BANANAS and a Network Operator must jointly develop and maintain an Operating Protocol in accordance with this section 3.1A.

3.1A.2. An Operating Protocol must describe how BANANAS and the relevant Network Operator will coordinate their performance of relevant Power System Security and Power System Reliability related responsibilities under these WEM Rules. An Operating Protocol must include, but is not limited to:

(a) governance arrangements for the Operating Protocol, including the change management process for the Operating Protocol;

(b) descriptions of relevant Operating Zones in the SWIS and the types of information that must be shared by BANANAS and the Network Operator concerning the relevant Operating Zones;

(c) general operational communication processes to be followed by BANANAS and the Network Operator, including communication processes for applicable SWIS Operating States and for issuing and responding to directions under these WEM Rules;

(d) processes for the management of Islands within the SWIS;

(e) processes and responsibilities for the management of emergencies, including the delegation of functions by BANANAS to the Network Operator in an emergency as contemplated by clause 2.1A.3 of these WEM Rules;

(f) general principles and processes that BANANAS and the Network Operator may follow in relation to voltage control and management;

(g) principles and processes for load shedding and restoration;

(h) general principles and processes for security management and coordination;

(i) processes for the sharing of information between BANANAS and the Network Operator to support operational planning processes and the maintenance of Power System Security and Power System Reliability;

(j) processes to support Network outage reviews;

(k) any reporting requirements to support the processes described in the Operating Protocol; and

(l) any other matter BANANAS and the Network Operator determine to be necessary for the maintenance of Power System Security and Power System Reliability.

3.1A.3. BANANAS and a Network Operator must use reasonable endeavours to operate and provide information in accordance with the applicable Operating Protocol.

3.1A.4. In accordance with the communication processes specified in an applicable Operating Protocol, a Network Operator must notify and advise BANANAS where it identifies threats to Power System Security or Power System Reliability outside of the Operating Zones specified in the Operating Protocol.

3.1A.5. Where an Operating Protocol has been jointly developed in accordance with clause 3.1A.1, BANANAS must publish an agreed version of the Operating Protocol on the WEM Website as soon as reasonably practicable.

3.1A.6. BANANAS must publish the first agreed version of the Operating Protocol applicable to Western Power's Network on the WEM Website by no later than 1 October 2022.

3.1A.7. In consultation with the relevant Network Operator, BANANAS may redact confidential or sensitive information from an Operating Protocol published on the WEM Website.

3.1A.8. If BANANAS and Western Power have not agreed a version of the relevant Operating Protocol by 1 October 2022, then the document titled ‘Operating Protocol – BANANAS and Western Power (Non-Binding)’ bearing the document reference ‘SO\_WA\_OP-6470’ is the Operating Protocol for the purposes of clause 3.1A.1 and, subject to clause 3.1A.7, must be published by BANANAS on the WEM Website.

Voltage Control

3.1A.9. BANANAS, in consultation with a Network Operator, may determine a Secure Operational Voltage Envelope for each Operating Zone.

3.1A.10. When determining a Secure Operational Voltage Envelope under clause 3.1A.9, BANANAS must consider:

(a) any voltage standards applicable to the Network Operator’s Network under the relevant Technical Rules;

(b) any specific voltage requirements identified by a Network Operator; and

(c) the operation of Facilities and other equipment within their defined capability limits.

3.1A.11. To the extent reasonably practicable, a Network Operator must operate its Network within the Secure Operational Voltage Envelopes specified by BANANAS. If a Network Operator cannot operate within the specified Secure Operational Voltage Envelope, it must notify BANANAS and provide relevant information and documentation in accordance with the communication processes contemplated by the applicable Operating Protocol.

3.1A.12. BANANAS must notify the relevant Network Operator of the Secure Operational Voltage Envelope for each Operating Zone (as determined by BANANAS under clause 3.1A.9) in accordance with the processes described in the Operating Protocol.

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| **Explanatory Note**  Security Limits are now addressed as part of the Constraints framework. |

3.2. Technical Envelope, Security and Equipment Limits

3.2.1. An Equipment Limit means any limit on the operation of a Facility’s equipment that is provided as Standing Data for the Facility, or otherwise provided to BANANAS by a Rule Participant for its Facility's equipment in accordance with clause 3.2.2.

3.2.2. BANANAS must record Equipment Limit information in accordance with the WEM Procedure specified in clause 3.2.7.

3.2.3. [Blank]

3.2.4. [Blank]

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| **Explanatory Note**  The definition of 'Technical Envelope' is amended to include all the components necessary to practically assess power system security and reliability. The concept of Equipment Limits is expanded to cover normal operating limits, variations in operating limits made through facility offers and overload limits. The intent is that BANANAS must respect the relevant limits when maintaining power system security and reliability. |

3.2.5. The Technical Envelope represents the limits within which the SWIS can be operated in each SWIS Operating State. In establishing and modifying the Technical Envelope under clause 3.2.6, BANANAS must:

(a) respect the relevant Equipment Limits;

(b) respect all SWIS Operating Standards;

(c) respect all Essential System Service Standards;

(d) take into account those parts of the SWIS which are not designed to be operated to the planning criteria in the relevant Technical Rules;

(e) respect any applicable Inertia Requirements;

(f) respect any applicable Power System Stability Requirements, including any applicable System Strength Requirements; and

(g) take into account all other matters BANANAS considers relevant to assessing Power System Security and Power System Reliability.

3.2.6. BANANAS must establish and modify the Technical Envelope in accordance with clause 3.2.5 and the WEM Procedure specified in clause 3.2.7.

3.2.7. BANANAS must develop a WEM Procedure documenting:

(a) the process to be followed by Rule Participants in providing Equipment Limit information to BANANAS;

(b) the process to be followed by BANANAS in establishing and modifying the Technical Envelope, including how BANANAS will utilise Equipment Limit information;

(c) the processes to be followed by BANANAS to enable it to ensure the SWIS operates according to the Technical Envelope applicable to each SWIS Operating State;

(d) the process to be followed by BANANAS to determine Inertia Requirements; and

(e) the process to be followed by BANANAS to assess and maintain Power System Stability, including System Strength.

3.2.8. BANANAS must ensure the SWIS operates in accordance with the WEM Procedure specified in clause 3.2.7 and the Technical Envelope for the applicable SWIS Operating State.

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| **Explanatory Note**  Section 3.2A requires Network Operators to plan and coordinate with BANANAS on power system security and power system reliability matters. |

3.2A. Security and Reliability Planning and Coordination with Network Operators

3.2A.1. Where BANANAS considers it necessary, BANANAS may require a Network Operator to develop and implement a plan or provide BANANAS with information to assist BANANAS in ensuring that Power System Security and Power System Reliability is maintained.

3.2A.2. Where BANANAS requires a Network Operator to develop a plan under clause 3.2A.1, the Network Operator must consult with BANANAS on the development of the plan and seek BANANAS's approval of the plan within the time agreed with BANANAS.

3.2A.3. BANANAS may, acting reasonably:

(a) agree to the implementation of the plan developed by the Network Operator under clause 3.2A.1; or

(b) reject the plan developed by the Network Operator under clause 3.2A.1 in which case the Network Operator must make all necessary amendments to the plan so that it is acceptable to BANANAS within the time agreed with BANANAS.

3.2A.4. Where BANANAS requires a Network Operator to provide information under clause 3.2A.1, the Network Operator must consult with BANANAS as to the scope, manner and form of the information it is required to provide under clause 3.2A.1 and provide the information within the time or times agreed with BANANAS.

3.2A.5. Where, following receipt of the information under clause 3.2A.4, BANANAS considers that further information is required, the Network Operator must consult with BANANAS as to the scope, manner and form of the further information and provide the information within the time or times agreed with BANANAS.

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| **Explanatory Note**  The operating states of the SWIS are amended to separate the power system reliability standards in the SWIS.  A new 'reliable operating state' is inserted as part of the new framework. New power system reliability principles are also included.  The adoption of a Reliable Operating State in the SWIS will clarify BANANAS’s requirements in terms of identifying and mitigating risks to power system reliability in the SWIS.  Assessment of reliability is complex because it varies over different timeframes. For this reason, the framework will be more flexible and the reliability standard implementation process, assessments and criteria which will be used to determine reliability risks, will be set out in a new WEM Procedure. |

3.3. Reliable Operating State

3.3.1. The SWIS is in a Reliable Operating State when BANANAS has not initiated any manual load shedding directions, and does not reasonably expect to initiate any manual load shedding directions, in accordance with the WEM Procedure referred to in clause 3.3.2.

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| **Explanatory Note**  BANANAS will be required to develop a new WEM Procedure to assess power system reliability. Until policy positions are developed on the reliability concepts for the SWIS, the reference to Long Term PASA in the WEM Procedure will largely reflect the process outlined in existing Chapter 4 of the WEM Rules. |

3.3.2. BANANAS must develop and maintain a WEM Procedure which:

(a) sets out how BANANAS assesses reliability in relation to the following:

i. the Long Term PASA;

ii. the Medium Term PASA;

iii. the Short Term PASA;

iv. Pre-Dispatch Intervals and Dispatch Intervals; and

v. Outage assessment and approval; and

(b) describes the events that are included or not included in measuring Unserved Energy in relation to maintaining Power System Reliability and Power System Adequacy.

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| **Explanatory Note**  Clause 3.3.3 sets out the Power System Reliability Principles. The SWIS is considered to be operating reliably when it is operating in accordance with the Power System Reliability Principles. |

3.3.3. The Power System Reliability Principles are:

(a) the SWIS should be operated such that it is in a Reliable Operating State to the extent practicable;

(b) subject to maintaining Power System Security, where the SWIS is not in a Reliable Operating State, or is not forecast to be in a Reliable Operating State, BANANAS must take all reasonable actions to restore or maintain a Reliable Operating State as soon as practicable; and

(c) BANANAS must assess risks to Power System Adequacy and act to minimise any risks to Power System Adequacy in accordance with the WEM Procedure referred to in clause 3.3.2.

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| **Explanatory Note**  The cascading 'Normal' and 'High Risk' operating states are removed. Two new operating states, namely 'Satisfactory Operating State' and 'Secure Operating State' are introduced.  Note that Schedule C, paragraph 43.2 of the Tranches 2 and 3 Amendments seeks to replace clauses 3.4.1 to 3.4.9 but inadvertently deletes ‘clauses 3.4.1 to 3.9’. The *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 2) Rules 2021* (Miscellaneous 2 Amendments) include further changes to clause 3.4.4 and a new clause 3.4.5A.  To ensure the intended outcome, the Amending Rules in the Tranches 2 and 3 Amendments and Miscellaneous 2 Amendments will not commence. Instead the Tranche 6 Amendments will include the following changes to replace the existing clauses 3.4.1-3.4.9 as intended. |

3.4. Satisfactory and Secure Operating States

3.4.1. The SWIS is in a Satisfactory Operating State when the SWIS is operating in accordance with all relevant requirements of the Technical Envelope.

3.4.2. The SWIS is in a Secure Operating State when the SWIS is able to return to a Satisfactory Operating State following a Credible Contingency Event in accordance with the Power System Security Principles and the requirements of the Technical Envelope.

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| **Explanatory Note**  There are currently no specified principles in the WEM Rules that BANANAS must follow when maintaining Power System Security. The WEM Rules are amended to include operational processes to ensure Power System Security.  The WEM Rules are amended to include Power System Security Principles. The introduction of these principles provide a framework for BANANAS to provide information to Market Participants regarding the actions it may take under different conditions, and periodically report to the ERA on its ability to meet the timeframe for returning to a Secure Operating State. |

3.4.3. The Power System Security Principles are:

(a) the power system should be operated such that it is and will remain in a Secure Operating State to the extent practicable;

(b) following a Contingency Event, BANANAS should take all reasonable actions to return to a Secure Operating State as soon as possible, and in any case within 30 minutes, other than during a Low Reserve Condition or when in an Emergency Operating State;

(c) sufficient Inertia should be available to meet applicable Inertia Requirements; and

(d) sufficient capability should be maintained at applicable locations in the SWIS to meet the applicable Power System Stability Requirements, including any System Strength Requirements.

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| **Explanatory Note**  Clause 3.4.4 is amended so that BANANAS is required to consult with a Network Operator prior to giving a direction to that Network Operator in respect to the operation of its network equipment. |

3.4.4. In order to restore and maintain Power System Security or Power System Reliability, BANANAS may, in addition to the provisions specified in Chapter 7:

(a) reject Planned Outages that have not yet commenced;

(b) issue Outage Recall Directions;

(c) utilise the overload capacity of Scheduled Facilities (as indicated in Standing Data);

(d) direct Facilities to adjust output or operate in a particular way, in accordance with the Registered Generator Performance Standards applicable to the Facility;

(e) direct a Network Operator, in which case BANANAS must first consult with the relevant Network Operator, to operate network equipment, or equipment under a Network Operator’s control or direction, in specific ways; or

(f) direct a Network Operator, in which case BANANAS must first consult with the relevant Network Operator, to disconnect generating equipment, load and/or other equipment connected to the Network Operator’s network.

3.4.5. BANANAS may take any other actions it considers are required, consistent with good electricity industry practice, in order to maintain Power System Security or Power System Reliability, having regard to the provisions specified in Chapter 7.

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| **Explanatory Note**  Clause 3.4.5A requires BANANAS to record details of any directions issued to Network Operators or in respect of a Facility as specified in clause 3.4.4. |

3.4.5A. Where BANANAS issues a direction under clauses 3.4.4(d), 3.4.4(e) or 3.4.4(f) or takes any other action under clause 3.4.5, BANANAS must record:

(a) the date and time of the direction or action;

(b) the name of the Registered Facility or relevant equipment impacted by the direction or action;

(c) the nature of the direction or action; and

(d) the reasons for the direction or action.

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| **Explanatory Note**  Clause 3.4.6(a) is intended to be a civil penalty provision. |

3.4.6. Rule Participants must:

(a) subject to clause 3.4.7, comply with directions issued by BANANAS in accordance with clause 3.4.4; and

(b) use reasonable endeavours to assist BANANAS to ensure the SWIS remains in a Satisfactory Operating State or Secure Operating State, including providing information and coordinating with BANANAS on directions as required by BANANAS.

3.4.7. A Rule Participant is not required to comply with a direction issued by BANANAS, in accordance with clause 3.4.4, if such compliance would endanger the safety of any person, damage equipment, or breach any applicable law.

3.4.8. Where a Rule Participant cannot comply with a direction issued by BANANAS in accordance with clause 3.4.4 it must notify BANANAS immediately and provide the reasons why it cannot comply with the direction.

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| **Explanatory Note**  The 'Emergency Operating State' is retained but modified to take into account the new 'Satisfactory' and 'Secure' operating states, including making the Emergency Operating State less prescriptive and including more detail in a WEM Procedure. |

3.5. Emergency Operating State

3.5.1. The SWIS is in an Emergency Operating State when BANANAS considers that circumstances exist on the SWIS that impact the ability of BANANAS to operate the SWIS as intended in accordance with these WEM Rules.

3.5.1A. BANANAS must develop a WEM Procedure which sets out conditions under which BANANAS may declare an Emergency Operating State. To avoid doubt, the WEM Procedure referred to in this clause 3.5.1A does not limit the ability of BANANAS to declare an Emergency Operating State.

3.5.2. An Emergency Operating State as defined in these WEM Rules does not necessarily correspond to a civil emergency, or emergencies as defined in legislation but may commence as a result of these.

3.5.3. BANANAS must ensure that when it becomes aware of any actions by a Rule Participant that in BANANAS's opinion would be reasonably likely to lead to an Emergency Operating State, BANANAS takes all actions necessary and within its control to prevent the Rule Participant engaging in such actions.

3.5.4. When the SWIS is in an Emergency Operating State, BANANAS must not require Registered Facilities to operate inconsistently with their Equipment Limits for the Emergency Operating State.

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| **Explanatory Note**  Clauses 3.5.5, 3.5.6, and 3.5.8 are amended to reflect that the SWIS can be in an Emergency Operating State and a Satisfactory Operating State at the same time. |

3.5.5. When the SWIS is in an Emergency Operating State, BANANAS may in addition to any other ability BANANAS has:

(a) direct any Rule Participant to provide Essential System Services where they are capable of doing so;

(b) issue directions to Rule Participants to operate Registered Facilities at a particular level or in a particular way; and

(c) take other actions as considered necessary, consistent with good electricity industry practice, in order to return the SWIS from the Emergency Operating State.

3.5.6. BANANAS must ensure the SWIS returns from an Emergency Operating State as soon as possible.

3.5.7. Subject to clause 3.5.6, while operating under an Emergency Operating State, BANANAS must attempt to ensure the SWIS operates according to the principles set out in clause 7.2.4, to the extent that is reasonably practicable to do so in the circumstances.

3.5.8. When the SWIS is in an Emergency Operating State, Rule Participants must:

(a) subject to clause 3.5.9, comply with directions issued by BANANAS in accordance with clauses 3.4.4 and 3.5.5; and

(b) otherwise, use their best endeavours to assist BANANAS to ensure the SWIS returns from the Emergency Operating State.

3.5.9. A Rule Participant is not required to comply with any directions issued by BANANAS, in accordance with clause 3.5.5, if such compliance would endanger the safety of any person, damage equipment, or breach any applicable law.

3.5.10. Where a Rule Participant cannot comply with a direction issued by BANANAS in accordance with clause 3.5.5, it must notify BANANAS immediately and provide BANANAS with the reasons why it cannot comply with the direction.

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| **Explanatory Note**  Replacement section 3.6 outlines the obligations of BANANAS and Network Operators in relation to managing under frequency load shedding on the SWIS. BANANAS is required to prepare and publish an UFLS Requirements document to set out the aggregate under frequency load shedding requirements for the SWIS taking into account the SWIS Frequency Operating Standards. Network Operators are required to design and develop UFLS specifications to adhere to the requirements set out by BANANAS. Section 3.6 also sets out obligations for BANANAS and Network Operators to consult with each other when amendments to UFLS Requirements are necessary and to monitor ongoing performance against these documents.  In practice, when a frequency event occurs on the power system resulting in frequency dropping below the levels identified in the Frequency Operating Standard, the under frequency load shedding schemes will operate in accordance with the parameters in the UFLS Requirements and UFLS Specification documents. Other WEM rules (e.g. new section 3.2A) are already in place to ensure appropriate coordination between BANANAS as the System Operator and Network Operators. |

3.6. Under Frequency Load Shedding

3.6.1. BANANAS must:

(a) subject to clause 3.6.3, determine the UFLS Requirements, taking into account the SWIS Frequency Operating Standards; and

(b) publish the UFLS Requirements, and any amendments to them, on the WEM Website.

3.6.2. The UFLS Requirements must contain guidance to enable each Network Operator whose Network is impacted by the UFLS Requirements to design and implement automatic under frequency load shedding schemes that support Power System Security in respect of their Network. The guidance must include:

(a) the quantity of load required for shedding, or guidance on how to determine the required quantities;

(b) prioritisation of load types;

(c) details of any staging requirements;

(d) initiation criteria;

(e) speed of operation;

(f) any required variation in settings or functional requirements based on conditions in the SWIS; and

(g) any other relevant matters required to support Power System Security.

3.6.3. BANANAS must consult in good faith with each Network Operator whose Network the UFLS Requirements apply to when BANANAS determines the UFLS Requirements in accordance with clause 3.6.1 and periodically reviews the UFLS Requirements under clause 3.6.11.

3.6.4. BANANAS or a Network Operator may propose an amendment to the UFLS Requirements. In respect of a proposed amendment:

(a) where BANANAS is proposing the amendment, BANANAS must consult in good faith with each Network Operator whose Network is likely to be impacted by the proposed amendment;

(b) where a Network Operator is proposing the amendment, the Network Operator must consult in good faith with BANANAS and each other Network Operator whose Network is likely to be impacted by the proposed amendment; and

(c) BANANAS must only progress the proposed amendment where BANANAS and each Network Operator whose Network is likely to be impacted by the proposed amendment agree, acting reasonably, that the proposed amendment is reasonably necessary.

3.6.5. Each Network Operator whose Network the UFLS Requirements apply to must develop and maintain an UFLS Specification. The UFLS Specification must set out how the Network Operator's schemes meet the UFLS Requirements.

3.6.6. Each Network Operator must submit the UFLS Specification that it has developed for its Network under clause 3.6.5 to BANANAS for approval, and following the initial approval of the UFLS Specification, whenever:

(a) the Network Operator seeks to amend its UFLS Specification; or

(b) amendments are required as a result of an amendment to the UFLS Requirements.

3.6.7. Where BANANAS receives an UFLS Specification from a Network Operator under clause 3.6.6, BANANAS must, within a reasonable timeframe agreed with the relevant Network Operator, determine whether to approve or reject the UFLS Specification or the amendment to it, as applicable. Where BANANAS:

(a) approves the UFLS Specification or the amendment to it, as applicable, BANANAS must notify the relevant Network Operator that the UFLS Specification or the amendment to it, as applicable, has been approved; or

(b) rejects the UFLS Specification or the amendment to it, as applicable, BANANAS must notify the relevant Network Operator:

i. that the UFLS Specification or the amendment to it, as applicable, has been rejected; and

ii. the amendments to the UFLS Specification that BANANAS reasonably considers are required for the UFLS Specification to meet the UFLS Requirements.

3.6.8. Where a Network Operator receives a notice from BANANAS under clause 3.6.7(b), the Network Operator:

(a) may consult with BANANAS on the amendments BANANAS considers are reasonably required to the UFLS Specification, both parties acting reasonably and in good faith; and

(b) must resubmit the UFLS Specification incorporating the amendments requested by BANANAS under clause 3.6.7(b)(ii) or as agreed with BANANAS pursuant to clause 3.6.8(a), as applicable, to BANANAS for approval under clause 3.6.7.

3.6.9. Each Network Operator must implement and maintain systems, schemes or standards in accordance with its UFLS Specification, and must agree a timeframe with BANANAS for changes to its systems, schemes, or standards triggered by any changes to its UFLS Specification.

3.6.10. Each Network Operator must, in respect of its Network, provide a report to BANANAS on the compliance of its UFLS Specification with the UFLS Requirements:

(a) annually, on the projected ability to meet the requirements over a future ten-year horizon; and

(b) within a timeframe agreed with BANANAS, both parties acting reasonably, following each under frequency load shedding event.

3.6.11. Without limiting BANANAS's ability to amend the UFLS Requirements in accordance with this section 3.6, BANANAS must review the UFLS Requirements to ensure they are appropriate and consistent with the requirements of this section 3.6 within three years of the date the UFLS Requirements are first published by BANANAS under clause 3.6.1(b) and then at least once in every three-year period from completion of the previous review.

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| **Explanatory Note**  Section 3.7 deals with System Restart, including determining the System Restart Standard and procurement of System Restart Service contracts.  System Restart service is an Essential System Service that allows the SWIS to be restored by black start equipped capacity – i.e. capacity that does not require energy from the Network to start – following a blackout.  Section 3.7 does not deal with the recovery of costs for the provision of System Restart Services. Those arrangements are provided in the amendments for Market Settlement published as part of Tranche 2 and Tranche 3 Amendments.  Clause 3.10.6 has been moved to and modified under clause 3.7.1 to cover the System Restart Service Standard.  The current framework has been expanded to refer to a ‘major supply disruption’ as an event requiring System Restart Service. |

3.7. System Restart

System Restart Standard and System Restart Plan

3.7.1. BANANAS must determine the System Restart Standard in accordance with clause 3.7.2.

3.7.2. The System Restart Standard:

(a) must identify the minimum length of time for which a System Restart Service may be required to operate continuously following a system shutdown or major supply disruption;

(b) must specify the technical requirements that a Registered Facility must demonstrate to be eligible to provide a System Restart Service;

(c) must include guidelines addressing the diversity of System Restart Services, including diversity of locations within the SWIS;

(d) must include requirements for mitigating against the risk of unavailability of any System Restart Service during a system shutdown or major supply disruption; and

(e) may include any other matters that BANANAS determines are necessary to ensure the SWIS is restarted in the event of a system shutdown or major supply disruption.

3.7.3. BANANAS must develop and maintain the System Restart Plan for the purposes of managing and coordinating restart and restoration of the SWIS in the event of a system shutdown or major supply disruption.

3.7.4. The System Restart Plan must:

(a) be consistent with the System Restart Standard;

(b) cover the whole of the SWIS but may consist of one or more separable components; and

(c) take into account any Local Black Start Procedures.

3.7.5. BANANAS must in:

(a) developing the System Restart Plan in accordance with clause 3.7.3; and

(b) making any revisions to the System Restart Plan pursuant to clauses 3.7.10 or 3.7.11,

consult in good faith with each Network Operator that BANANAS considers may be impacted by the System Restart Plan, or the proposed revision to it, to assist BANANAS to ensure that the System Restart Plan is effective and achievable, including in relation to viable restart paths.

3.7.6. Each Network Operator that may be impacted by the System Restart Plan must conduct any studies or analyses that are reasonably required to provide input into the System Restart Plan, within a reasonable timeframe to be agreed with BANANAS.

3.7.7. BANANAS must, in developing, and making revisions to, the System Restart Plan, take into account any input provided by a Network Operator under clause 3.7.6, including any information in relation to:

(a) viable restart paths; and

(b) following a successful restart, the restoration of any sensitive Loads on the Network Operator’s Network.

3.7.8. Where a Network Operator considers that the conditions on its Network have changed sufficiently to require changes to the System Restart Plan, the Network Operator:

(a) may request BANANAS to review the System Restart Plan; and

(b) must, where a request is made by the Network Operator under clause 3.7.8(a), provide details of the changes to the conditions on its Network with the request.

3.7.9. Where the System Restart Plan, or any revision to it, requires a Network Operator to change or modify any Network equipment, BANANAS and the Network Operator must agree a timeframe that is sufficient for the Network Operator to make any such change or modification, including time to undertake appropriate and reasonable testing.

3.7.10. Where BANANAS:

(a) has received a request from a Network Operator under clause 3.7.8; or

(b) considers, for any reason, that the System Restart Standard (or any part of it) is no longer achievable or effective,

BANANAS must review the System Restart Standard or the System Restart Plan, or both, if required, and make any revisions that BANANAS considers are necessary to ensure that the System Restart Standard and the System Restart Plan are achievable and effective for restarting the SWIS in the event of a system shutdown or major supply disruption.

3.7.11. Without limiting the frequency of reviews BANANAS may undertake in accordance with clause 3.7.10, BANANAS must review the System Restart Standard and the System Restart Plan to ensure they are appropriate and consistent with the requirements of this section 3.7 within three years of the commencement of the System Restart Standard and System Restart Plan and then at least once in every three-year period from completion of the previous review.

Local Black Start Procedures

3.7.12. BANANAS must publish guidelines for developing Local Black Start Procedures on the WEM Website.

3.7.13. Unless exempted by BANANAS (in its absolute discretion), a Market Participant with a Registered Facility that is an energy producing system must:

(a) develop and maintain Local Black Start Procedures in accordance with the guidelines published by BANANAS under clause 3.7.12 and any modifications published under clause 3.7.16; and

(b) promptly provide the Local Black Start Procedures to BANANAS, including any amendments to them.

3.7.14. Local Black Start Procedures must provide sufficient information to enable BANANAS to understand the likely condition and capabilities of Registered Facilities following a system shutdown or major supply disruption such that BANANAS is able to develop and maintain the System Restart Plan.

3.7.15. If BANANAS forms the view, acting reasonably, that it would be useful for the effective operation of the System Restart Plan, BANANAS must provide each Network Operator with the Local Black Start Procedures that BANANAS considers are relevant to the Network Operator.

3.7.16. Following a review conducted under clause 3.7.10 or clause 3.7.11, BANANAS may modify the guidelines for Local Black Start Procedures by publishing the modified guidelines on the WEM Website, which are deemed to take effect from the date of publication or later date notified by BANANAS.

3.7.17. Following any modification to the guidelines for Local Black Start Procedures, BANANAS may require a Market Participant with a Registered Facility that is an energy producing system to amend the Local Black Start Procedures for the Registered Facility. Any such request by BANANAS must:

(a) set out the reasons for the requested amendments; and

(b) specify a timeframe, which must be reasonable having regard to the extent and complexity of the request, by when the amendments to the Market Participant's Local Black Start Procedures for the Registered Facility must be made.

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| **Explanatory Note**  The System Restart Standard will be published by BANANAS. However, the System Restart Plan and any other operational plans BANANAS develops and maintains to restart the SWIS will be confidential to relevant parties such as BANANAS, a Network Operator, the Economic Regulation Authority and the Coordinator of Energy, due to the likelihood of those plans containing confidential information regarding sensitive Loads. The confidentiality status assigned to the System Restart Plan may need to be amended following the review by EPWA of the market information framework in Chapter 10 of the WEM Rules. |

Publication

3.7.18. BANANAS must publish the System Restart Standard, including any revisions following a review in accordance with clause 3.7.10 or clause 3.7.11, on the WEM Website.

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| **Explanatory Note**  Clause 3.7.19 is updated to reflect the revised Market Information Framework. BANANAS develops the System Restart Plan and as such will be the Information Manager for this type of Market Information and will be able to disclose as appropriate or required. |

3.7.19. The System Restart Plan, and any revisions following a review in accordance with clause 3.7.10 or clause 3.7.11, are Confidential Information. Notwithstanding this classification, BANANAS may disclose information contained in the System Restart Plan with System Restart Service Providers and prospective System Restart Service Providers, where BANANAS considers that disclosure would support provision of a System Restart Service.

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| **Explanatory Note**  Clauses 3.7.20 to 3.7.24 deal with obligations of Network Operators and Market Participants to support BANANAS with the implementation of the System Restart Plan in the event it is enacted. |

Obligations to Restart the SWIS

3.7.20. BANANAS must use its reasonable endeavours to ensure the SWIS is restarted and restored in the event of a system shutdown or major supply disruption.

3.7.21. In performing its obligation under clause 3.7.20, BANANAS must, when coordinating with Network Operators regarding the restoration of the SWIS following a successful restart, have reasonable regard to information provided by Network Operators.

3.7.22. Each Network Operator must use its reasonable endeavours to ensure that, at all times, its Network is capable of being restarted or restored in accordance with the System Restart Plan in the event of a system shutdown or major supply disruption.

3.7.23. Each Network Operator must take all actions necessary to support and enable BANANAS to implement the System Restart Plan in the event the System Restart Plan is enacted, including by:

(a) complying with any directions from BANANAS;

(b) providing timely information to BANANAS on the status of its Network and whether the System Restart Plan may need to be adjusted to address the actual conditions on the Network at that time;

(c) coordinating with BANANAS during the restoration of the SWIS on revisions that may be required to the System Restart Plan to address the actual conditions on the Network during the restoration; and

(d) cooperating with any requests from BANANAS, including using best endeavours to provide any information requested by BANANAS within the time specified by BANANAS.

3.7.24. Where directed by BANANAS, a Market Participant must take all actions necessary to support the enactment of the System Restart Plan, including by:

(a) committing or de-committing any, or all, of its Facilities, or individual energy producing systems within its Facilities, or operating them in a manner required by BANANAS;

(b) operating a Facility or individual energy producing system or equipment within a Facility in a particular manner, consistent with the relevant Registered Generator Performance Standards or Standing Data for that Facility;

(c) providing an Essential System Service if the Facility is accredited for that Essential System Service; and

(d) cooperating with any requests from BANANAS, including using best endeavours to provide any information requested by BANANAS within the time specified by BANANAS.

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| **Explanatory Note**  Clause 3.7.25 requires BANANAS must use reasonable endeavours to procure System Restart Services. If BANANAS is unable to procure System Restart Services, then it will use emergency direction powers in the event of a major supply disruption or system shutdown to direct capable generators to restart the system. |

Procurement of System Restart Services

3.7.25. BANANAS must use its reasonable endeavours to procure System Restart Services to meet the System Restart Standard.

3.7.26. BANANAS may enter into a System Restart Service Contract with a Market Participant.

3.7.27. BANANAS must prepare a specification for a System Restart Service requirement to meet the System Restart Standard in accordance with the WEM Procedure specified in clause 3.7.40.

3.7.28. BANANAS must publish a call for submissions for the provision of System Restart Service, no later than 20 Business Days prior to the proposed closing date for submissions, on the WEM Website and at least one major tender portal.

3.7.29. BANANAS must include in the call for submissions referred to in clause 3.7.28:

(a) the date and time for lodgement of submissions;

(b) contact details for BANANAS;

(c) a description of the technical requirements, including any locational requirements, for the System Restart Service;

(d) the location on the WEM Website of the standard form contract referred to in clause 3.7.30; and

(e) the location on the WEM Website of the specification prepared by BANANAS in accordance with clause 3.7.27 for the System Restart Service.

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| **Explanatory Note**  Clause 3.7.30 sets out the minimum mandatory information to be provided by a Market Participant in the form of a standard form contract for the provision of System Restart Service. |

3.7.30. BANANAS must develop, maintain and publish on the WEM Website, a standard form contract for the provision of a System Restart Service which must include, at a minimum, the following fields:

(a) the name of the Market Participant and its Registered Facility that is proposed to provide the System Restart Service;

(b) the offer price for each cost component specified by BANANAS, which may include, where applicable:

i. a price to cover the cost of capital works;

ii. a service availability price, including for ongoing maintenance works;

iii. a service testing price; and

iv. a service usage price;

(c) the proposed contract term for the System Restart Service;

(d) the availability requirements for the System Restart Service; and

(e) a standard list of terms and conditions to apply to the contract.

3.7.31. A submission made by a prospective System Restart Service Provider in response to a call for submissions under clause 3.7.28 must:

(a) be made in good faith;

(b) incorporate the standard form contract published by BANANAS in accordance with clause 3.7.30;

(c) be capable of being accepted by BANANAS and binding on the Market Participant and BANANAS; and

(d) include the cost information and any assumptions used to calculate the proposed offer for the provision of the System Restart Service.

3.7.32. Any costs incurred by a prospective System Restart Provider to determine the adequacy and capability of its equipment to assist it in making a valid submission under clause 3.7.31 are to be borne by that prospective System Restart Provider. To avoid doubt, this includes the costs of any negotiations with a Network Operator in respect to any Network equipment augmentation that may assist the prospective System Restart Service Provider in making a valid submission.

3.7.33. Where a prospective System Restart Service Provider initiates discussions with a Network Operator with respect to a proposed submission made by the prospective System Restart Service Provider under clause 3.7.31, the Network Operator must negotiate in good faith with the prospective System Restart Service Provider with respect to identifying and, if possible, resolving issues that would prevent the delivery of effective System Restart Services proposed by the prospective System Restart Service Provider.

Sharing System Restart Service submissions

3.7.34. Where a prospective System Restart Service Provider makes a submission under clause 3.7.31, the Market Participant consents to BANANAS sharing information contained in the submission in accordance with clause 3.7.35.

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| **Explanatory Note**  The information in a System Restart Service submission may also need to be shared with other entities such as the Coordinator for Energy and the Economic Regulation Authority. Clause 3.7.35 may therefore be further amended as part of EPWA's review of the market information framework. |

3.7.35. BANANAS may, as part of assessing a submission made under clause 3.7.31, provide details of the submission, except for the offer price and any other commercially sensitive information, to each relevant Network Operator to assist BANANAS to determine whether the proposal in the submission is technically feasible, including whether any augmentation of the Network would be required to make the proposal technically feasible.

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| **Explanatory Note**  Clauses 3.7.36 and 3.7.37 set out the obligations on BANANAS to notify Market Participants and the market of the awarding of System Restart Service Contracts and the forming of a System Restart Service Contract. |

Awarding System Restart Service Contract

3.7.36. Where BANANAS accepts a submission made under clause 3.7.31, it must:

(a) notify the Market Participant within five Business Days of accepting the submission; and

(b) publish a notice on the WEM Website within five Business Days of accepting the submission.

3.7.36A. BANANAS and Market Participants, when entering into a System Restart Service Contract, must use the standard form contract published under clause 3.7.30.

3.7.36B. BANANAS may allow a System Restart Service contract to vary from the standard form contract where BANANAS considers that those variations are reasonably required, having regard to the specific characteristics of the Facility providing the System Restart Service.

3.7.37. BANANAS's acceptance of a submission made under clause 3.7.31 forms a binding System Restart Service Contract between the Market Participant and BANANAS.

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| **Explanatory Note**  Clause 3.7.38 describes the obligations of Network Operators in connection with the assessment of submissions by BANANAS, including conducting analysis and supporting testing. |

Network Operator’s Obligations to Facilitate System Restart Services

3.7.38. A Network Operator must:

(a) provide any information to BANANAS and conduct any analysis which BANANAS reasonably requires in order for BANANAS to assess the capability of a proposed System Restart Service to meet the System Restart Standard; and

(b) where it is reasonable and practicable to do so, participate in or facilitate testing of a System Restart Service proposed to be provided by a prospective System Restart Service Provider, and any further testing once a System Restart Service Provider is contracted to provide a System Restart Service, to confirm the ongoing availability of the System Restart Service in accordance with the terms of the System Restart Service Contract.

Recovery of Costs

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| **Explanatory Note**  Clause 3.7.39 requires each entity (BANANAS, Network Operator or System Restart Service Provider) to bear its own costs of any activities in relation to System Restart Service where the costs of that activity are not recoverable under these WEM Rules or the System Restart Service contract. |

3.7.39. Except to the extent specified in these WEM Rules or the System Restart Service Contract, BANANAS, each Network Operator and each System Restart Service Provider must bear their own costs in respect of:

(a) a System Restart Service Contract (including, to avoid doubt, the preparation or negotiation of it in accordance with this section 3.7); and

(b) the provision of a System Restart Service.

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| **Explanatory Note**  Clause 3.7.40 describes the methodologies and processes BANANAS is required to document in a WEM Procedure. |

3.7.40. BANANAS must document in a WEM Procedure:

(a) the methodology and processes it uses to determine the System Restart Standard and System Restart Plan;

(b) any matters, in addition to the requirements specified in clause 3.7.30, that the standard form contract for System Restart Service submissions may address;

(c) the factors BANANAS may consider when determining whether changes from the standard form contract are reasonably required for the purposes of clause 3.7.36B;

(d) the processes to be followed by BANANAS and Rule Participants in relation to the procurement of System Restart Services by BANANAS;

(e) the methodologies and processes to be followed by BANANAS in:

i. determining whether a System Restart Service submission is valid;

ii. analysing and selecting System Restart Service submissions to meet the System Restart Standard; and

iii. accepting a System Restart Service submission to become an effective System Restart Service Contract;

(f) the processes to be followed by BANANAS in conducting a review under clauses 3.7.10 and 3.7.11 and consulting with Network Operators; and

(g) any other matters BANANAS considers as reasonably required in relation to System Restart Service provision or operation.

3.8. Investigating Incidents in the SWIS

3.8.1. BANANAS must investigate any incidents in the operation of equipment comprising the SWIS that:

(a) endangers Power System Security or Power System Reliability to a significant extent; or

(b) causes significant disruption to the operation of the Central Dispatch Process set out in section 7.6; and

(c) BANANAS considers has had, or had the potential to have had, a significant impact on the effectiveness of the market.

3.8.2. Where an incident referred to in clause 3.8.1 occurs:

(a) BANANAS may require the Rule Participants involved in the incident to provide data, information or a report on the incident within a reasonable time period specified by BANANAS;

(b) BANANAS may require a Network Operator to provide data, information or a report (including, without limitation, from any measuring equipment) in respect of the incident within a reasonable time period specified by BANANAS;

(c) a Rule Participant must comply with any request by BANANAS for data, information or a report under clause 3.8.2(a) or clause 3.8.2(b); and

(d) BANANAS may conduct its own investigation of, or engage independent experts to report on, the incident.

3.8.2A. Following the investigation, BANANAS must provide a report detailing its findings to the Economic Regulation Authority. The report must identify any information that cannot be made public, or which BANANAS considers should be removed, from any public version of the report.

3.8.3. Following the investigation, BANANAS must publish a report detailing its findings and including:

(a) any reports provided in accordance with clause 3.8.2(d) after BANANAS has removed any information that cannot be made public under these WEM Rules or which BANANAS considers should not be released; and

(b) a description of any changes to the WEM Rules or WEM Procedures that BANANAS considers necessary to prevent the future occurrence of similar incidents.

3.8.4. Where BANANAS considers that changes in the WEM Rules are necessary, it must draft a suitable Rule Change Proposal and submit it using the rule change process in sections 2.5 to 2.8.

3.8.5. Where BANANAS considers that changes in a WEM Procedure which these WEM Rules contemplate will be developed by BANANAS are necessary, it must draft a suitable Procedure Change Proposal and progress it using the Procedure Change Process in section 2.10.

3.8.5A. Where BANANAS has recommended any changes to the WEM Procedures which these WEM Rules contemplate will be developed by the Economic Regulation Authority, then if the Economic Regulation Authority considers they are necessary, it must draft a suitable Procedure Change Proposal and progress it using the Procedure Change Process in section 2.10.

3.8.6. Where BANANAS has recommended any changes to the WEM Procedures which these WEM Rules contemplate will be developed by a Network Operator, then if the Network Operator considers they are necessary, it must draft a suitable Procedure Change Proposal and progress it using the Procedure Change Process in section 2.10.

3.8.7. Where BANANAS recommends to the Economic Regulation Authority pursuant to clause 3.8.5A or a Network Operator pursuant to clause 3.8.6 that changes to a WEM Procedure are necessary, the Economic Regulation Authority or the Network Operator, as applicable, must publish:

(a) the changes recommended by BANANAS; and

(b) its decision and reasons as to whether the changes recommended by BANANAS are necessary,

on the Economic Regulation Authority's or the Network Operator's website, as applicable.

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| **Explanatory Note**  Section 3.8A outlines a new framework for contingency events. It introduces new definitions for a Contingency Event, Non-credible Contingency Event and Credible Contingency Event. It also introduces a mechanism for BANANAS to:   * reclassify Non-credible Contingency Events to Credible Contingency Events; and * reclassify Credible Contingency Events back to Non-credible Contingency Events when the conditions that gave rise to it are no longer relevant. |

3.8A. Contingency Events

3.8A.1. A Contingency Event is an event affecting the SWIS which BANANAS expects would be likely to involve:

(a) the failure or removal from operational service of one or more energy producing units, Facilities and/or Network elements; or

(b) an unplanned change in load, Intermittent Generation or other elements of the SWIS not controlled by BANANAS.

3.8A.2. A Credible Contingency Event means one or more Contingency Events, the occurrence of which BANANAS considers in accordance with the WEM Procedure referred to in clause 3.8A.4 to be reasonably possible in the prevailing circumstances, taking into account the Technical Envelope. Without limitation, examples of Credible Contingency Events include:

(a) the unexpected automatic or manual disconnection of, or the unplanned change in output of, one or more operating energy producing units or Facilities;

(b) the unexpected disconnection of one or more major items of Network equipment; or

(c) Non-credible Contingency Events reclassified as Credible Contingency Events in accordance with the WEM Procedure referred to in clause 3.8A.4.

3.8A.3. A Non-credible Contingency Event means a Contingency Event other than a Credible Contingency Event. Without limitation, examples of Non-credible Contingency Events include simultaneous disruptive events such as:

(a) multiple Facility failures; or

(b) failure of multiple items of Network equipment.

3.8A.4. BANANAS must develop and maintain a WEM Procedure which sets out:

(a) the process for determination and classification of Credible Contingency Events;

(b) the Contingency Reclassification Conditions;

(c) the factors that BANANAS may take into account in reclassifying a Contingency Event in accordance with this section 3.8A;

(d) the process for reclassifying a Non-credible Contingency Event as a Credible Contingency Event;

(e) the procedures for notifying affected Rule Participants under clause 3.8A.7, including the time by which a notification must be given; and

(f) a description of the Contingency Events that are generally considered as Credible Contingency Events, taking into consideration relevant requirements in the Technical Rules of the relevant Network Operator.

3.8A.5. BANANAS must:

(a) determine a Credible Contingency Event; and

(b) reclassify a Non-credible Contingency Event as a Credible Contingency Event,

in accordance with the WEM Procedure referred to in clause 3.8A.4.

3.8A.6. Where BANANAS determines a new Credible Contingency Event, or reclassifies a Non-credible Contingency Event as a Credible Contingency Event, BANANAS must:

(a) publish the determination or reclassification on the WEM Website; and

(b) notify affected Rule Participants in accordance with the WEM Procedure referred to in clause 3.8A.4 of all relevant information, including but not limited to:

i. the name of the new Credible Contingency Event;

ii. a description of the new Credible Contingency Event;

iii. any relevant timeframes in respect of the new Credible Contingency Event; and

iv. if applicable, the Contingency Reclassification Conditions that gave rise to the reclassification of a Non-credible Contingency Event as a Credible Contingency Event.

3.8A.7. If any of the information provided to Rule Participants in accordance with clause 3.8A.6 changes in any material respect, BANANAS must publish the changes on the WEM Website and notify the affected Rule Participants in accordance with the WEM Procedure referred to in clause 3.8A.4.

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| **Explanatory Note**  Section 3.9 sets out the new definitions for Essential System Services (**ESS**). ESS encompasses all of FCESS and NCESS. |

Essential System Services

3.9. Definitions of Essential System Services

3.9.1. Regulation is the service, measured in MW, of frequently adjusting the Injection or Withdrawal of a Facility in accordance with an BANANAS centralised control scheme in order to assist in maintaining the SWIS Frequency according to the Frequency Operating Standards.

3.9.2. Regulation Raise is a Regulation service, measured in MW of response capability, that operates to raise the SWIS Frequency.

3.9.3. Regulation Lower is a Regulation service, measured in MW of response capability, that operates to lower the SWIS Frequency.

3.9.4. Contingency Reserve is the service, measured in MW, of holding response capability associated with a Facility in reserve so that the relevant Facility can rapidly adjust Injection or Withdrawal in order to assist in maintaining the SWIS Frequency according to the Frequency Operating Standards after a Contingency Event.

3.9.5. Contingency Reserve Raise is a Contingency Reserve service, measured in MW of response capability, that enables a Facility to adjust Injection or Withdrawal to raise the SWIS Frequency.

3.9.6. Contingency Reserve Lower is a Contingency Reserve service, measured in MW of response capability, that enables a Facility to adjust Injection or Withdrawal to lower the SWIS Frequency.

3.9.7. Rate of Change of Frequency Control Service (“**RoCoF Control Service**”) is the service, measured in MWs, of providing Inertia which provides instantaneous response to slow down the rate of change of the SWIS Frequency.

3.9.8. System Restart Service is the service of an Energy Producing System starting without requiring energy to be supplied from a Network to assist in the re-energisation of the SWIS in the event of system shutdown, or a major supply disruption.

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| **Explanatory Note**  Clause 3.9.9 is amended to better define Non-Co-optimised Essential System Service.  Clause 3.9.9 has also been amended by the Tranche 5 Amendments (Schedule B). However, as this section 3.9 reflects the amendments that will apply from the start of the new market, please refer to the Tranche 5 Amendments to see the amendments to clause 3.9.9 that will apply until that time. |

3.9.9. Non-Co-optimised Essential System Service ("NCESS") is an Essential System Service that is procured in accordance with section 3.11B.

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| **Explanatory Note**  Section 3.10 sets out the new ESS Standards.  However, as this section 3.10 reflects the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Miscellaneous Amendments No. 2 to see the changes to section 3.10 (i.e. clause 3.10.6 is deleted) that will apply until the Tranches 2 and 3 Amendments to this section 3.10 commence. |

3.10. Essential System Service Standards

3.10.1. Subject to clause 3.12.2, BANANAS must schedule and dispatch sufficient Regulation to ensure that the frequency in the SWIS is maintained within the Normal Operating Frequency Band and the Normal Operating Frequency Excursion Band in accordance with Chapter 3B.

3.10.2. When determining the quantity of Regulation to schedule and dispatch in accordance with clause 3.10.1, BANANAS must take into account the historic and expected variability of the frequency in the SWIS.

3.10.3. Subject to clause 3.12.2, BANANAS must schedule and dispatch sufficient Contingency Reserve and RoCoF Control Service to ensure that, in combination, following a Credible Contingency Event the frequency in the SWIS is maintained within:

(a) the relevant Frequency Band; and

(b) the RoCoF Safe Limit.

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| **Explanatory Note**  Section 3.11 sets out the mechanism by which BANANAS will determine the FCESS Requirements for the SWIS. It also sets out the circumstances which require BANANAS to trigger the Supplementary Essential System Service Mechanism (**SESSM**).  Section 3.11 has also been amended by the Tranche 5 Amendments (Schedule B). However, as this section 3.11 reflects the amendments that will apply from (or close to) the start of the new market, please refer to the Tranche 5 Amendments to see the amendments to section 3.11 that will apply until that time. |

3.11. Determining & Procuring Frequency Co-optimised Essential System Service Requirements

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| **Explanatory Note**  Clauses 3.11.1 to 3.11.6 specify the conditions under which BANANAS will trigger the SESSM due to a shortfall. Accreditation shortfalls will trigger the SESSM when the PASA indicates a shortfall but no new entry will occur. Participation shortfalls will trigger the SESSM where BANANAS regularly directs Market Participants to commit Facilities to provide a FCESS. |

3.11.1. Where the quantities of any Frequency Co-optimised Essential System Service expected to be required in a Dispatch Interval, or the combined quantities of more than one Frequency Co-optimised Essential System Service which are to be provided by the same accredited Facility, is greater than the accredited Essential System Service capacity for that Frequency Co-optimised Essential System Service under the appropriate load forecast as determined in accordance with the WEM Procedure referred to in clause 3.17.11 ("**FCESS Accreditation Shortfall**"), BANANAS must identify:

(a) the times of the affected Dispatch Intervals; and

(b) the maximum incremental Frequency Co-optimised Essential System Service requirement for each of the affected Dispatch Intervals.

3.11.2. BANANAS must identify, record and publish on the WEM Website by no later than noon on the first Business Day following the day on which the Trading Day ends:

(a) the number of Dispatch Intervals in the previous 90 Trading Days for which, four hours ahead of the relevant Dispatch Interval, BANANAS has scheduled a shortfall in each Frequency Co-optimised Essential System Service, as a result of BANANAS’s obligations under clauses 3.12.1 and 3.12.2, in the Reference Scenario; and

(b) the number of Dispatch Intervals in the previous 90 Trading Days for which BANANAS directed a Market Participant to commit a Facility to provide a Frequency Co-optimised Essential System Service due to a forecast real-time shortfall not being resolved in response to a Low Reserve Condition Declaration ("**FCESS Participation Shortfall**").

3.11.3. Where the number of Dispatch Intervals identified in clause 3.11.2(b) is greater than the threshold specified in the WEM Procedure referred to in clause 3.11.4 for each Dispatch Interval identified in clause 3.11.2(b), BANANAS must identify and publish on the WEM Website within 15 Business Days:

(a) the times of each of the Dispatch Intervals;

(b) the total shortfall quantity of the Frequency Co-optimised Essential System Service required in each Dispatch Interval; and

(c) the difference between the Market Clearing Price for the Dispatch Interval and the Market Clearing Price which was initially calculated for the Dispatch Interval before BANANAS applied the intervention pricing procedure described in the WEM Procedure referred to in clause 7.11C.11.

3.11.4. BANANAS must document in a WEM Procedure the process and basis to determine the number of Dispatch Intervals in any 90 Trading Day period in which it issues directions for a specific Frequency Co-optimised Essential System Service that, once reached, requires BANANAS to trigger the SESSM in accordance with section 3.15A.

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| **Explanatory note**  Clause 3.11.4 requires BANANAS to determine a threshold number of participation shortfall intervals that would trigger the SESSM.  Clause 3.11.5 seeks to ensure that the threshold is set high enough that the benefits of avoiding the shortfall will be worth the cost of running the SESSM process, but low enough to avoid significant BANANAS intervention distorting market outcomes.  While a shortfall in Essential System Service is generally undesirable, in setting a trigger threshold we seek to avoid building new capacity to avoid an infrequent or unlikely event where the cost of pre-emptive manual load shedding would be less than the cost of building the new Essential System Service capability. |

3.11.5. In developing the WEM Procedure referred to in clause 3.11.4, BANANAS must have regard to:

(a) the impact of the directions on BANANAS’s dispatch process; and

(b) the cost of ongoing directions to Market Participants made pursuant to clause 7.7.5 (including in the form of Intervention Pricing).

3.11.6. Where:

(a) BANANAS identifies a Frequency Co-optimised Essential System Service Accreditation Shortfall and, in its reasonable opinion, the Frequency Co-optimised Essential System Service Accreditation Shortfall will not be met by Market Participant activity; or

(b) the number of Dispatch Intervals in any 90 Trading Day period identified in clause 3.11.2(b) is greater than or equal to the threshold specified in the WEM procedure referred to in clause 3.11.4,

BANANAS must trigger the SESSM in accordance with section 3.15A and must identify the quantity of forecast shortfall and the times of the Dispatch Intervals forecast to be affected.

3.11.7. BANANAS must document in a WEM Procedure the methodologies and processes to be followed by BANANAS in determining, for each Pre-Dispatch Interval and Dispatch Interval:

(a) the quantity of Regulation to schedule and dispatch, including:

i. the identification and measurement of sources of variability; and

iii. the method by which the quantity of Regulation required is calculated;

(b) the combination of Contingency Reserve and RoCoF Control Service required to maintain the frequency of the SWIS within the Credible Contingency Event Frequency Band, including the use of Facility Speed Factors for a Facility; and

(c) the expected quantities of any other Frequency Co-optimised Essential System Services required in each Dispatch Interval or Pre-Dispatch Interval to meet the Essential System Service Standards.

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| **Explanatory Note**  The primary objective of the new Non-Co-optimised Essential System Services (NCESS) framework outlined in the Taskforce Paper: A Framework for Non-Co-optimised Essential System Service is to enable BANANAS and Western Power to identify and justify the need for an ESS not already available through existing market mechanisms, and to procure those services in a transparent and efficient manner.  The NCESS framework outlines:   * the roles of the Coordinator, BANANAS and Western Power under the NCESS framework; * the conditions associated with power system security and reliability and market costs that would require Western Power and/or BANANAS to trigger an NCESS procurement process; * Western Power’s and BANANAS’s obligations to consult with the Coordinator of Energy to seek confirmation to trigger an NCESS procurement process; * the procurement process that Western Power and BANANAS must follow to procure NCESS; * the obligations that NCESS Contract holders must follow; * the rules for NCESS dispatch and settlement; and * the obligation for Western Power to prepare a Transmission System Plan.   An Interim NCESS Framework will commence on 1 February 2022 and apply until New WEM Commencement Day. As this Companion Version of the WEM Rules contains the provisions that will apply from the start of the new market, please see Schedule B of the Tranche 5 Amendments for the amendments comprising the interim framework (i.e. sections 3.11A and 3.11B) that will apply until that time.  This Framework will replace the concept of Dispatch Support Service contract with an BANANAS-procured NCESS contract (i.e., it is no longer an Ancillary Service), and a Network Control Service contract with a Network Operator-procured NCESS Contract.  The intent is that any Dispatch Support Service or Network Control Service contracts entered into after 1 February 2022 will have the following obligations applied to them:   * BANANAS and Western Power will trigger the procurement of BANANAS-procured and NO-procured NCESS respectively. New clauses for trigger conditions have been drafted (see interim clause 3.11A.2 and 3.11A.2A); * the Coordinator may also trigger at any time based on certain trigger conditions (see interim clause 3.11A.4); * the Coordinator will approve the trigger. The ERA will no longer have a role in approving BANANAS’s trigger for procuring NCESS; * be procured under the new NCESS procurement framework outlined in section 3.11B; and * dispatched and settled as per current processes. |

3.11A. Triggering Procurement of Non-Co-optimised Essential System Services (NCESS)

3.11A.1. The Coordinator may only trigger procurement of a NCESS in accordance with this section 3.11A.

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| **Explanatory Note**  Clause 3.11A.2 outlines the trigger conditions under which Western Power or BANANAS or both must assess and determine whether to make a written submission to the Coordinator to trigger the NCESS Procurement process.  Either entity could form a view that a trigger condition applies, and it must then make a written submission to the Coordinator. Allowing either entity to apply to the Coordinator provides a level of guarantee that at least one entity will seek to trigger, even if the other entity does not believe the trigger condition applies.  Once a written submission is made to the Coordinator, the Coordinator may request either or both entities to provide more information or undertake analysis to assist the Coordinator in deciding whether to trigger an NCESS procurement process.  Clause 3.11A.2 is amended to improve coordination between BANANAS and Network Operators by requiring a Network Operator to notify BANANAS before the Network Operator makes a submission to request the Coordinator to determine whether to trigger an NCESS procurement process.  Section 3.11A is expected to be replaced on New WEM Commencement Day by the *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021* (Schedule I, paragraph 17.1). Following this replacement, further amendments will be required to reapply the changes described in Part 1 of this Exposure Draft to clauses 3.11A.2 (which replaces clauses 3.11A.2 and 3.11A.2A) and 3.11A.3(b). |

3.11A.2. If BANANAS or a Network Operator reasonably considers that one or more of the following events has occurred or applies:

(a) if the forecasted or actual magnitude and frequency of Energy Uplift Payments in the WEM increases to an uneconomic level (assuming locational and situational market power is being controlled under the relevant processes), this indicates a locational constraint in the network and a case may be made to procure locational services to relieve the network constraint;

(b) frequent BANANAS Intervention Events to relieve non-frequency control constraints such as loss of reactive power or system strength indicates a network security problem, and a case could be made to procure a locational security NCESS;

(c) if network planning assumptions change at any time during the network planning timeframe (for example, demand is lower or higher than forecast), it may signal the need for an emerging service such as reactive power support or voltage stability which could be provided by non-network services located in the relevant part of the network;

(d) a modification to an existing Power System Security or Power System Reliability standard or the introduction of a new Power System Security or Power System Reliability standard within a network planning cycle may trigger the need to procure a NCESS; or

(e) BANANAS considers, in the course of its normal power system operations, that a significant threat to Power System Security or Power System Reliability exists or is emerging, and the existing mechanisms under these WEM Rules may not be sufficient to address the threat,

then:

(f) BANANAS must notify the relevant Network Operator, or the Network Operator must notify BANANAS (as applicable), of each event that BANANAS or the Network Operator (as applicable) considers has occurred or applies, as soon as practicable but in any event before making a submission under clause 3.11A.2(g); and

(g) BANANAS or the relevant Network Operator (or, at their discretion, both of them) must make a submission (jointly or separately) to request the Coordinator to determine whether to trigger an NCESS procurement process in accordance with section 3.11B.

3.11A.2A. The Coordinator, in consultation with BANANAS and a Network Operator, must develop, and publish on the WEM Website, a guideline providing further details regarding the events described in clause 3.11A.2.

3.11A.3. A submission by a Network Operator or BANANAS under clause 3.11A.2 must:

(a) be in writing;

(b) be made by a date that the Network Operator or BANANAS, as applicable, reasonably considers allows sufficient time to enable the NCESS procurement process set out in section 3.11B to be conducted; and

(c) contain sufficient information and analysis regarding the potential or actual impact on Power System Security, Power System Reliability or costs for each trigger event in clause 3.11A.2 that is specified in the submission to enable the Coordinator to consider the factors outlined in clause 3.11A.7.

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| **Explanatory Note**  The Coordinator may trigger the NCESS procurement process if one of the Coordinator’s trigger conditions occurs. If, after reviewing the submissions, the Coordinator is satisfied that the NCESS procurement process should be triggered, the Coordinator may direct either Western Power or BANANAS or both as the relevant entity to commence an NCESS procurement. |

3.11A.4. The Coordinator may trigger an NCESS procurement process in accordance with section 3.11B where any one or more of the following events has occurred or applies:

(a) the forecast or actual amount of Energy Uplift Payments resulting from one or more binding Constraints imposes an unreasonable level of costs on the market, when assessed against the Wholesale Market Objectives;

(b) the Market Clearing Price for any of the Frequency Co-optimised Essential System Services is unreasonable for a sustained period when assessed against the Wholesale Market Objectives;

(c) the Whole of System Plan published under section 4.5A indicates alternative network investment options may exist that are reasonably likely to meet a relevant identified network need;

(d) the Amending Rules in a Final Rule Change Report require a new service; or

(e) the Coordinator has received a submission from a Network Operator or BANANAS pursuant to clause 3.11A.2.

.11A.7. When assessing submissions made under clauses 3.11A.2 or 3.11A.3, the Coordinator may:

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| **Explanatory Note**  Clause 3.11A.5 allows the Coordinator to seek further clarifying information or analysis from either BANANAS or Western Power or both, or seek advice internally or from technical experts at her or his discretion.  Clause 3.11A.6 outlines the time within which the Coordinator must determine whether to trigger. Clause 3.11A.7 outlines specific factors that must be taken into account when the Coordinator is making a determination. |

3.11A.5. When determining under clause 3.11A.4 whether or not to trigger an NCESS procurement process in accordance with section 3.11B, the Coordinator may:

(a) where the Coordinator has received a submission under clause 3.11A.3, request any reasonable further information or analysis from BANANAS or the Network Operator to supplement the submission, and BANANAS or the Network Operator, as applicable, must provide the information or analysis by the time specified in the request, which must be a reasonable having regard to the nature of the information or analysis requested;

(b) consult with BANANAS or a Network Operator; and

(c) undertake any reasonable studies, analysis or assessment to support her or his decision.

3.11A.6. The Coordinator must determine whether to trigger the procurement of an NCESS under clause 3.11A.4:

(a) where the Coordinator has received a submission from BANANAS or a Network Operator under clause 3.11A.2, within 20 Business Days of the later of:

i. receipt of the submission; and

ii. receipt of any further information or analysis under clause 3.11A.5; or

(b) where the Coordinator becomes aware of any other event specified in clause 3.11A.4, within 20 Business Days of the later of:

i. becoming aware of the event; and

ii. receipt of any further information or analysis under clause 3.11A.5 relating to the event.

3.11A.7. The Coordinator must take the following factors into account when determining whether to trigger the procurement of an NCESS under clause 3.11A.4:

(a) where the issue relates to Power System Security or Power System Reliability, the extent to which an NCESS will address the issue;

(b) the extent to which an NCESS will minimise costs in the Wholesale Electricity Market;

(c) the relative merits between procuring an NCESS or augmenting the network;

(d) whether it is suspected that there is a potential exercise of market power;

(e) whether the procurement of an NCESS is consistent with the Wholesale Market Objectives; and

(f) whether procurement of an NCESS will be in the long-term interests of consumers.

3.11A.8. Where the Coordinator determines under clause 3.11.4 to trigger an NCESS procurement process in accordance with section 3.11B, the Coordinator must publish a determination on the Coordinator’s website, redacting any commercially sensitive or other confidential information, together with the following:

(a) details of any submission received under clause 3.11A.2;

(b) reasons for triggering the procurement of an NCESS;

(c) any supporting studies, analysis or assessments relied on by the Coordinator in deciding to trigger the procurement of an NCESS;

(d) whether BANANAS or a Network Operator (in which case, the name of the Network Operator is to be specified), or both of them, is to procure an NCESS and pay for the service; and

(e) any other matters relevant to the Coordinator's decision or procurement of an NCESS.

3.11A.9. BANANAS or the Network Operator, or both of them, as directed under clause 3.11A.8(e), must commence an NCESS procurement process in accordance with section 3.11B.

3.11A.10. Where the Coordinator determines under clause 3.11A.4 not to trigger an NCESS procurement process, the Coordinator must publish a notice on the Coordinator's website, redacting any commercially sensitive or other confidential information, setting out the reasons for her or his decision.

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| **Explanatory Note**  Western Power and BANANAS will be responsible for developing the service specification to procure NCESS. The NCESS procurement process will be a two-stage process where a draft service specification must be published on the relevant website and respondents will have the opportunity to express their interest. This step will enable Western Power and BANANAS to determine whether any suitable providers exist and what solutions they can provide to meet fully or partially the requirements. Suitability may depend on several factors such as the type of technology, network location, operational limitations etc. If suitable providers are not found, the service specification may need to be modified, or the NCESS procurement may be postponed or may not proceed.  If the NCESS procurement is to proceed based on the expressions of interest received, BANANAS or Western Power as applicable will issue a request for tender and a final service specification will then be published to commence the procurement process. New providers that did not participate in the first step can also apply.  See the Explanatory Note at section 3.11A regarding the interim NCESS framework. |

3.11B. Procuring Non-Co-optimised Essential System Services

**Expression of interest**

3.11B.1. BANANAS or the Network Operator, as directed under clause 3.11A.8(e), must prepare a draft NCESS Service Specification in accordance with clause 3.11B.5. In preparing the draft NCESS Service Specification, BANANAS and the Network Operator must consult with each other on the draft NCESS Service Specification.

3.11B.2. Within 20 Business Days, or as reasonably agreed with the Coordinator, of the publication of the Coordinator's determination under clause 3.11A.8, BANANAS or the Network Operator, as applicable, must advertise a call for expressions of interest by:

(a) publishing a notice on the WEM Website, in the case of BANANAS, or publishing a notice on the Network Operator's website, in the case of the Network Operator; and

(b) publishing a notice in a major Australian newspaper.

3.11B.3. BANANAS or the Network Operator, as applicable, must include in each notice referred to in clause 3.11B.2:

(a) the date and time for lodgement of expressions of interest, which must not be less than 20 Business Days after the date the last notice is published in accordance with clause 3.11B.2;

(b) the location on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, of the draft NCESS Service Specification;

(c) contact details for BANANAS or the Network Operator, as applicable; and

(d) the location on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, of the expression of interest form referred to in clause 3.11B.3A.

3.11B.3A. BANANAS or the Network Operator, as applicable, must develop and publish on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, an expression of interest form, setting out the details prospective service providers must provide in response to a call for expressions of interest, which must include whether the facility or equipment that may be able to provide the service can fully or partially meet the draft NCESS Service Specification.

3.11B.4. Within 10 Business Days, or as reasonably agreed with the Coordinator, of the closing date for expressions of interest under clause 3.11B.3, BANANAS or the Network Operator, as applicable, must consult with the Coordinator to determine whether, based on the expressions of interest received:

(a) the NCESS procurement process should proceed, in which case, BANANAS or the Network Operator, as applicable, must prepare a final NCESS Service Specification, which must be consistent with the draft NCESS Service Specification, and publish a call for NCESS Submissions in accordance with clause 3.11B.6;

(b) the NCESS procurement process should proceed subject to modifications to the Service Specification, in which case, BANANAS or the Network Operator, as applicable, must prepare a revised NCESS Service Specification and publish a call for NCESS Submissions in accordance with clause 3.11B.6; or

(c) the NCESS procurement process should not proceed, in which case, BANANAS or the Network Operator, as applicable, must:

i. publish a notice on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, notifying that the NCESS procurement process will not proceed and the reasons for the decision; and

ii. notify each person that submitted an expression of interest that procurement of the NCESS is not proceeding and the location on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, of the notice referred to in clause 3.11B.4(c)(i).

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| **Explanatory Note**  Clauses 3.11B.5 and 3.11B.7 are amended in response to stakeholder concerns that unless the information in the new clause 3.11B.5(eA) is provided the BANANAS would not be able decide whether the proposed Facility is capable of being assigned Certified Reserve Capacity and Capacity Credits. Further, clause 3.11B.7(iA) is included to enable a proponent to request reimbursement for any reduction in a Reserve Capacity settlement amount that is a direct consequence of the enablement or dispatch of the NCESS (e.g. in the event NCESS services provided by storage are enabled outside of the ESR obligation intervals). The drafting of clause 3.11B.7(iA) is amended from the version presented in Exposure Draft 2 to take into account all the impacts of a Forced Outage on Reserve Capacity settlement amounts, e.g. the return of a share of Capacity Cost Refunds to a Market Participant through Participant Capacity Rebates.  Clause 3.11B.7 is also amended to correct minor typographical and grammatical errors and use standard terminology. |

3.11B.5. An NCESS Service Specification must, at a minimum, include:

(a) the service requirements;

(b) the expected technical capability of a facility or equipment that may be able to provide the service;

(c) where applicable, the likely network location where the service is to be provided;

(d) the maximum quantity of the service required;

(e) the expected commencement and duration of the service;

(eA) reasonable expectation of the frequency of service utilisation, the expected duration of each utilisation and when the service is expected to be utilised during typical days;

(f) any operational requirements or limitations;

(g) the material contractual terms associated with the NCESS, including required pricing structure;

(h) the selection criteria that may apply to the NCESS Submissions; and

(i) any other relevant matters.

3.11B.6. In advertising a call for NCESS Submissions in accordance with clause 3.11B.4(a), BANANAS or the Network Operator, as applicable, must:

(a) publish a notice requesting NCESS Submissions:

i. on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator; and

ii. on at least one major tender portal; and

(b) notify Market Participants in writing.

3.11B.6A. BANANAS or the Network Operator, as applicable, must include in each notice referred to in clause 3.11B.6:

(a) the date and time for lodgement of NCESS Submissions, which must:

i. not be less than 20 Business Days after the date the last notice is published in accordance with clause 3.11B.6; and

ii. be in accordance with the form referred to in clause 3.11B.7;

(b) contact details for BANANAS or the Network Operator, as applicable; and

(c) the location on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, of the NCESS Submission form referred to in clause 3.11B.7;

(d) the location on WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, of the NCESS Service Specification referred to in clause 3.11B.5; and

(e) any qualifying criteria in respect of making an NCESS Submission in accordance with clause 3.11B.8.

3.11B.7. An NCESS Submission form must, at a minimum, include:

(a) the name and type of facility or equipment, and whether it is registered or intended to be registered under these WEM Rules;

(b) the name of the Market Participant, or service provider, as applicable, in respect to the facility or equipment;

(c) the quantity of service the facility or equipment will provide for the NCESS;

(d) the timing and duration of the service availability for the NCESS;

(e) the location of the facility or equipment on the network;

(f) any operational requirements or limitations that must be respected for use of the facility or equipment for the NCESS;

(g) where the NCESS Submission is made in respect to a type of technology that would ordinarily be capable of being assigned Certified Reserve Capacity, the information required to be provided by the Market Participant or service provider to demonstrate that it will be able to meet the relevant requirements in clause 4.10.1 for at least the first Reserve Capacity Cycle coinciding with the period of the NCESS Contract;

(gA) where the NCESS Submission is made in respect to a type of technology that would not ordinarily be capable of being assigned Certified Reserve Capacity, the information required to be provided by the Market Participant or service provider to demonstrate that it is not able to meet the relevant requirements of clause 4.10.1;

(h) whether the facility or equipment participates, or will participate, in Central Dispatch or is accredited or will be accredited under these WEM Rules to provide an Essential System Service;

(i) the fixed costs for that facility or equipment applicable for the period of the NCESS Contract, including any Capacity Credit payments expected or received;

(iA) if the facility or equipment would ordinarily be capable of being assigned Certified Reserve Capacity, whether the Market Participant or service provider would require any reimbursement for any reduction in a Reserve Capacity settlement amount determined for it under clause 9.8.2 that is a direct consequence of the enablement or dispatch of the NCESS;

(j) the highest price at which the facility or equipment will provide the NCESS when enabled or dispatched; and

(k) any other payment that the facility or equipment requires to provide the NCESS.

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| **Explanatory Note**  Any existing or new facility or equipment whether belonging to registered or intending market participants is able to participate in an NCESS procurement.  The requirement to make an NCESS Submission in good faith will be a civil penalty provision. The WEM Regulations do not provide power for civil penalties to be levied on parties that are outside of the WEM Rules so this clause will only apply to Market Participants. Where a person who is not a Market Participant makes a submission that is misleading or designed to deceive then there may be remedies available outside of the WEM Rules. BANANAS and the Network Operator should also take this into account if the person subsequently seeks to be registered under the WEM Rules. |

**Participation in NCESS Procurement**

3.11B.8. An NCESS Submission must:

(a) be made in good faith;

(b) be made in accordance with the NCESS Submission form referred to in clause 3.11B.7 and contain any other information requested; and

(c) include the cost information and any assumptions used to calculate the proposed NCESS payment structure.

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| **Explanatory Note**  The selection process of NCESS Submissions requires BANANAS or Western Power, as applicable to determine whether value for money will be maximised by selecting the relevant NCESS Submission – see clause 3.11B.11.  Under the Electricity Networks Access Code clause 6.52, Western Power is required to conduct a new facilities investment test (NFIT) to determine whether costs will be efficiently minimised when investing in a new facility or considering alternative options to the new facility. Western Power may use the NFIT process to conduct the assessment required under clause 3.11B.12. |

**Selection process and signing of NCESS Contract**

3.11B.9. Within 20 Business Days, or as reasonably agreed with the Coordinator, of the closing date for NCESS Submissions, BANANAS or the Network Operator, as applicable, must:

(a) in accordance with clause 3.11B.10, select one or more NCESS Submissions which:

i. comply with the requirements in clause 3.11B.7;

ii. meet the NCESS Service Specification published in the request for NCESS Submissions; and

iii. in BANANAS’s or the Network Operator’s reasonable opinion, as applicable, will result in the highest value for money for providing the NCESS; and

(b) notify the relevant Market Participant or service provider that their NCESS Submission has been selected.

3.11B.10. Subject to clause 3.11B.12, when determining which NCESS Submissions to select under clause 3.11B.9, BANANAS or the Network Operator, as applicable, must:

(a) exclude NCESS Submissions that do not comply with the NCESS Service Specification; and

(b) exclude NCESS Submissions for new facilities or equipment where:

i. insufficient evidence has been provided to support NCESS delivery dates; or

ii. sufficient Environmental Approvals have not been granted.

3.11B.11. BANANAS or the Network Operator, as applicable, must, when assessing highest value for money under clause 3.11B.9(a)(iii) in respect of an NCESS Submission:

(a) conduct cost-benefit analysis or other assessments to demonstrate how the NCESS Submission will maximise value for money; and

(b) take into account all costs in the Wholesale Electricity Market, including, but not limited to, costs relating to Certified Reserve Capacity in respect to the Facility or equipment the subject of the NCESS Submission.

3.11B.12. BANANAS or the Network Operator, as applicable, may decide to not select any NCESS Submissions where BANANAS or the Network Operator considers, in their absolute discretion, that none of the NCESS Submissions represent value for money. Where this occurs, BANANAS or the Network Operator, as applicable, must publish the reasons for the decision the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator.

3.11B.13. Where a Network Operator intends to enter into an NCESS Contract that it reasonably believes may require operational coordination with BANANAS in order to manage Power System Security or Power System Reliability, or that is captured in the Operating Protocol referred to in clause 3.1A.1, the Network Operator must, prior to issuing the NCESS Contract to the relevant Market Participant or service provider, consult with BANANAS, and

(a) agree an operational process for coordination of scheduling, dispatch, enablement and monitoring of the NCESS with BANANAS; and

(b) where BANANAS requires control of the NCESS, agree the relevant requirements for control with BANANAS and specify the agreed requirements in the NCESS Contract.

3.11B.14. Each Market Participant or service provider who is notified in accordance with clause 3.11B.9(b) that their NCESS Submission has been selected must, within 10 Business Days of receiving the executed NCESS Contract from BANANAS or the Network Operator, as applicable:

(a) enter into an NCESS Contract with BANANAS or the Network Operator, as applicable;

(b) where the service provider is required to be registered under these WEM Rules, make an application in accordance with these WEM Rules to become registered as a Rule Participant in the relevant class; and

(c) where the facility or equipment that will provide the NCESS is required to be registered under these WEM Rules, make an application in accordance with these WEM Rules to register the facility or equipment in the relevant Facility Class.

3.11B.15. BANANAS or the Network Operator, as applicable, must publish the following details regarding each NCESS Contract on the WEM Website, in the case of BANANAS, or the Network Operator's website, in the case of the Network Operator, as soon as practicable after the NCESS Contract has been signed by all parties:

(a) the name of each Market Participant or service provider and the Facility or equipment that will provide the NCESS;

(b) the location on the network of the facility or equipment;

(c) the type of service the facility or equipment will provide as NCESS;

(d) the timing and duration of the NCESS to be provided under the NCESS Contract; and

(e) the payment structure and the amounts specified in the NCESS Contract.

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| **Explanatory Note**  Section 3.12 ensures that if there is insufficient capacity to dispatch energy and ESS, BANANAS must dispatch Facilities for energy first. In such a situation, BANANAS is likely to also consider shedding load under clause 3.6.6A. This is subject to available capacity determined in accordance with Chapter 7. |

3.12. Essential System Service Dispatch

3.12.1. BANANAS must schedule and dispatch Registered Facilities (or cause them to be scheduled and dispatched) to meet the Essential System Service Standards in each Dispatch Interval in accordance with Chapter 7.

3.12.2. BANANAS must schedule or dispatch Registered Facilities for energy in preference to Frequency Co-optimised Essential System Service.

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| **Explanatory Note**  The margin values determined and finalised by the ERA will apply until 30 June 2022. Section 3.13 is amended to address the gap in margin values from 1 July 2022 to new market start. At market start, the margin values clauses are replaced by new provisions. However, as this section is deleted and replaced by the Tranches 2 and 3 Amendments, this companion version of the WEM Rules only shows the Tranches 2 and 3 Amendments as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last. Please refer to the Miscellaneous Amendments No. 2 for the amendments to section 3.13 that commenced on 1 October 2021. |

3.13. [Blank]

3.14. [Blank]

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| **Explanatory Note**  The amendments to section 3.15 are to reflect the new arrangements for reviews of the processes and standards of ESS, and in particular to include economic analysis of the underlying technical settings. The review will encompass all ESS, not only FCESS. |

3.15. Review of Essential System Service Process and Standards

3.15.1. The Coordinator, with the assistance of BANANAS, must carry out a review on the Essential System Service Standards and the basis for setting Essential System Service requirements.

3.15.1A. The Coordinator must conduct the first review under clause 3.15.1 within two and a half years of the New WEM Commencement Day and then, subject to clause 3.15.1B, at least once in every three year period from completion of the previous review.

3.15.1B. The Coordinator may conduct a review contemplated by clause 3.15.1 earlier than the time referred to in clause 3.15.1A if it reasonably forms the opinion that any of the metrics developed under clause 3.15.2 are significantly departing from the targets set in the previous review.

3.15.1C. A review conducted pursuant to clause 3.15.1A or clause 3.15.1B must include:

(a) technical analyses determining the relationship between the quantity of Essential System Service scheduled and dispatched against the technical parameters in the Frequency Operating Standards;

(b) economic analyses determining the relationship between technical parameters (including, without limitation, frequency operating bands and Oscillation Control Constraint Equation parameters) and overall cost of supply of energy and Essential System Services;

(c) a cost-benefit study on the effects on the Network and Market Participants of providing and using higher or lower levels of each Essential System Service;

(d) identification of the costs and benefits of changing technical parameters, including the potential for increasing or decreasing the overall cost to supply energy and Essential System Services;

(e) a review of the processes and effectiveness of the SESSM if it was triggered during the review period; and

(f) a public consultation process.

3.15.2. As part of each review under clause 3.15.1A or clause 3.15.1B, the Coordinator, with the support of BANANAS, must determine and publish a set of metrics to be used for ongoing monitoring of Essential System Services, which must include:

(a) technical outcomes, such as dispatched Essential System Service quantities, number of accredited Facilities, number of capable Facilities and the historical performance of those Facilities;

(b) financial outcomes, such as Market Clearing Prices and Essential System Service costs; and

(c) economic outcomes, such as the overall electricity costs faced by consumers.

3.15.3. The Coordinator must publish a report containing:

(a) the inputs and results of the technical reviews conducted pursuant to clause 3.15.1A and clause 3.15.1B and cost-benefit studies;

(b) the submissions received by the Coordinator in the consultation process, a summary of those submissions, and any responses to issues raised in those submissions;

(c) any recommendations for the inclusion of a new Essential System Service, changes to Essential System Service Standards and the basis for setting Essential System Service requirements.; and

(d) the metrics and targets to be used for ongoing monitoring of Essential System Services.

3.15.4. The Coordinator must publish the report referred to in clause 3.15.3 no later than:

(a) for the first report, two and a half years of the New WEM Commencement Day; and

(b) thereafter, three years after publishing the previous review.

3.15.5. If the Coordinator recommends any changes in a report published under clause 3.15.3, the Coordinator must, as relevant:

(a) draft a Rule Change Proposal in accordance with clause 2.5.1 to implement those changes;

(b) draft a suitable Procedure Change Proposal and progress it using the Procedure Change Process in section 2.10; or

(c) recommend to BANANAS that it amend a WEM Procedure which these WEM Rules contemplate will be developed by BANANAS, in which case BANANAS must draft a suitable Procedure Change Proposal and progress it using the Procedure Change Process in section 2.10.

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| **Explanatory Note**  New section 3.15A sets out the regime for the new SESSM for procuring FCESS. This new regime replaces the current contract-based mechanism.  Set out below is an extract from the Taskforce’s Information Paper *Supplementary ESS Procurement Mechanism* to provide some background to the new regime. You should refer to the Information Paper for further details.  FCESS will be primarily procured via real-time markets, with participation from all capable and accredited facilities enabled, but not mandatory. Nevertheless, to protect against the risk of market failure in what will be relatively small and concentrated markets, the Taskforce has endorsed the SESSM to provide a means for longer-term contractual arrangements to increase certainty, mitigate inefficient market outcomes, support new market entry, and avoid a shortfall in ESS accreditation and participation. Contrasting with current arrangements, the SESSM will be implemented through a transparent tender process in the WEM Rules, rather than through individually negotiated bilateral contracts.  The broad objectives of the SESSM are to:   * incentivise new FCESS providers to enter the market; * mitigate scarcity in FCESS markets, manifesting either as a shortfall of accredited facilities, or shortfall of participation; and * mitigation of market power by: * the threat of competitive entry; and * a mechanism of ex-ante review of the operating costs of ESS providers by the Economic Regulation Authority.   The procurement of SESSM broadly consists of seven stages: Triggering, SESSM Service Specification, Veto of Procurement, Procurement Process, Selection, Veto of Award, and SESSM. |

3.15A. Supplementary Essential System Service Mechanism (SESSM)

Triggering the SESSM

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| **Explanatory Note**  The SESSM may be triggered by BANANAS or it may be triggered by the ERA in accordance with the trigger events set out below. Depending on which body triggers the SESSM will affect the process. In response to industry feedback, the ERA's ability to review BANANAS's triggering of the SESSM has been removed. |

3.15A.1. BANANAS may only trigger the SESSM in accordance with clause 3.11.6.

3.15A.2. The Economic Regulation Authority may only trigger the SESSM when, pursuant to a review by the Coordinator under clauses 3.15.1A or 3.15.1B or the Economic Regulation Authority's monitoring pursuant to clause 2.16.9, it reasonably considers that Real-Time Market outcomes are not consistent with the efficient operation of the Real-Time Market in respect of Frequency Co-optimised Essential System Services or the Wholesale Market Objectives.

3.15A.3. Where BANANAS is required to trigger the SESSM, BANANAS must, within five Business Days of determining to trigger the SESSM, publish on the WEM Website:

(a) the reasons why it is required to trigger the SESSM;

(b) the Frequency Co-optimised Essential System Services it determines to be procured through the SESSM;

(c) where BANANAS identifies an FCESS Accreditation Shortfall in accordance with clause 3.11.1, the additional quantity of the relevant Frequency Co-optimised Essential System Services BANANAS considers would rectify the shortfall;

(d) the SESSM Service Specification, prepared in accordance with clause 3.15A.6, for each Frequency Co-optimised Essential System Service to be procured under the SESSM; and

(e) where the number of Dispatch Intervals in any 90 Trading Day period referred to in clause 3.11.4 is reached, the number of Dispatch Intervals where BANANAS was required to give a direction for a specific Frequency Co-optimised Essential System Service that otherwise would not have been required if Frequency Co-optimised Essential System Services had been procured pursuant to the SESSM for that 90 Trading Day period.

3.15A.4. When the Economic Regulation Authority triggers the SESSM pursuant to clause 3.15A.2 it must publish:

(a) the reasons why it triggered the SESSM;

(b) the Frequency Co-optimised Essential System Services it determines to be procured through the SESSM;

(c) whether the Frequency Co-optimised Essential System Services are required for certain time intervals only (for example, day of week, time of year), or are required more generally; and

(d) an estimate of the difference between the cost of Frequency Co-optimised Essential System Services in the Real-Time Market and the Economic Regulation Authority's reasonable estimate of the cost of those Frequency Co-optimised Essential System Services if they were procured in an efficient Real-Time Market.

3.15A.5. The Economic Regulation Authority must document in a WEM Procedure the process it will undertake to identify inefficient Real-Time Market outcomes pursuant to clause 3.15A.2, which may include, but is not limited to:

(a) comparing individual Facility offers of Frequency Co-optimised Essential System Services with:

i. offers of Frequency Co-optimised Essential System Services from similar Facilities;

ii. expected or known costs for that Facility;

iii. offers from the same Facility in different time periods;

iv. historic offers of Frequency Co-optimised Essential System Services in the Real-Time Market; and

v. the Frequency Co-optimised Essential System Services offer construction guidelines published by the Economic Regulation Authority;

(b) comparing existing Facility costs with potential new facility entrant costs;

(c) an analysis of the information received from expressions of interest forms submitted in accordance with section 3.15B; and

(d) comparing Frequency Co-optimised Essential System Services market outcomes with other relevant jurisdictions.

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| **Explanatory Note**  BANANAS will be responsible for the service specification for each FCESS but it must align with the relevant shortfall identified.  To allow the market to develop, there will be a transitional rule which, in the first three years of operation of the market, restricts the SESSM Award Duration to a maximum of one year and a maximum of three years thereafter. |

SESSM Service specification

3.15A.6. When the SESSM is triggered under clause 3.15A.1 or clause 3.15A.2, BANANAS must prepare a SESSM Service Specification for each Frequency Co-optimised Essential System Service being procured under the SESSM which must include the:

(a) name of the Frequency Co-optimised Essential System Service or services;

(b) SESSM Service Commencement Date;

(c) SESSM Service Timing;

(d) SESSM Award Duration;

(e) SESSM Service Quantity Profile; and

(f) SESSM Availability Requirement.

3.15A.7. Where the SESSM has been triggered by BANANAS, the SESSM Service Timing and SESSM Service Quantity Profile must align with the relevant quantities and times identified by BANANAS under clause 3.11.6.

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| **Explanatory Note**  Where the ERA triggers the SESSM, the quantities of FCESS will include the full forecast quantity, to enable new providers to compete in the process alongside any Facilities designated to participate in the process by the ERA (based on the Market Participant’s capability of exercising market power in respect the Facility), and any other existing facilities who wish to participate. |

3.15A.8. Where the SESSM has been triggered by the Economic Regulation Authority, the SESSM Service Timing must align with the relevant times identified by the Economic Regulation Authority under clause 3.15A.4 and the SESSM Service Quantity Profile must align with the quantities of the relevant Frequency Co-optimised Essential System Service identified by BANANAS in the most recent Medium Term PASA.

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| **Explanatory Note**  The intention is for new providers or new capacity for ESS to participate in the SESSM.  A Facility does not need to be registered to participate in SESSM procurement. However, if the facility is successful then it will be required to register and be accredited pursuant to clause 3.15A.39. |

Participation

3.15A.9. The facilities that may participate in a SESSM procurement are:

(a) a Registered Facility, whether or not it is accredited to provide a Frequency Co-optimised Essential System Service under clause 2.34A.1; or

(b) a new facility that is not registered under the WEM Rules.

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| **Explanatory Note**  Clause 3.15A.10 intends that an existing accredited Facility can only participate in an BANANAS triggered SESSM if it is seeking to increase its accredited capacity through incremental capital upgrades. For example, by installing new equipment that enables it to provide more of the FCESS. |

3.15A.10. Where BANANAS has identified a FCESS Accreditation Shortfall under clause 3.11.1, then a Facility that is accredited under clause 2.34A.1 to provide a Frequency Co-optimised Essential System Service may only participate in a SESSM procurement for that Frequency Co-optimised Essential System Service by proposing an increase in its accredited capability to provide that Frequency Co-optimised Essential System Service.

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| **Explanatory Note**  The ERA will have the power to designate facilities to participate in the SESSM, where the Market Participant is expected to have, or be able to exercise, market power in respect to any of its facilities. |

3.15A.11. Where the Economic Regulation Authority triggers the SESSM, subject to clause 3.15A.13, the Economic Regulation Authority may designate one or more Registered Facilities that must participate in the SESSM procurement process.

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| **Explanatory Note**  Clause 3.15A.12 provides clarity in respect to the obligations for designated facilities. |

3.15A.12. Where the Economic Regulation Authority has designated a Registered Facility pursuant to clause 3.15A.11, the Market Participant responsible for that Registered Facility must offer up to the lesser of the SESSM Service Quantity Profile or the available accredited capability in excess of any existing SESSM Award for the applicable Frequency Co-optimised Essential System Service.

3.15A.13. The Economic Regulation Authority may only designate a Registered Facility pursuant to clause 3.15A.11:

(a) that the Economic Regulation Authority reasonably considers is able to meet the SESSM Service Specification;

(b) that is accredited for that Frequency Co-optimised Essential System Service under clause 2.34A.1 and the Market Participant responsible for that Registered Facility has made a Real-Time Market Submission including Price-Quantity Pairs for the relevant Frequency Co-optimised Essential System Service;

(d) if the Facility has available accredited capability in excess of any existing SESSM Award for the applicable Frequency Co-optimised Essential System Service; and

(e) if, in the Economic Regulation Authority's opinion, the Market Participant for the designated Facility has, or is expected to be able to exercise, market power in respect of the designated Facility, either alone or in combination with any one or more of the Market Participant's other Facilities, for the applicable Frequency Co-optimised Essential System Service.

To avoid doubt, the Economic Regulation Authority may, but is not obliged to, consult with BANANAS in respect of designating a Facility pursuant to clause 3.15A.11.

3.15A.14. Where the Economic Regulation Authority has designated a Facility pursuant to clause 3.15A.11, the Economic Regulation Authority must notify:

(a) BANANAS, and provide details of the Facility; and

(b) the relevant Market Participant responsible for the Facility.

3.15A.15. A Facility that has not been designated by the Economic Regulation Authority pursuant to clause 3.15A.11 may still participate in a SESSM procurement process triggered by the Economic Regulation Authority.

3.15A.16. Where the Economic Regulation Authority has designated a Registered Facility pursuant to clause 3.15A.11, the Market Participant responsible for the Registered Facility must submit a SESSM Submission to the SESSM procurement process

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| **Explanatory Note**  BANANAS will be required to advertise the particulars of the SESSM to maximise participation. |

Procurement notice

3.15A.17. Where the SESSM is triggered under clause 3.15A.1 or clause 3.15A.2, BANANAS must advertise a call for SESSM Submissions, no later than 20 Business Days prior to the proposed closing date for SESSM Submissions.

3.15A.18. In advertising the call for SESSM Submissions in accordance with clause 3.15A.19, BANANAS must:

(a) publish a notice on the WEM Website;

(b) publish a notice on at least one major tender portal;

(c) directly contact any Market Participants designated by the Economic Regulation Authority pursuant to clause 3.15A.11; and

(d) issue a Market Advisory.

3.15A.19. BANANAS must include in each notice referred to in clause 3.15A.18:

(a) the date and time for lodgement of SESSM Submissions, which must be in accordance with the form referred to in clause 3.15A.20;

(b) contact details for BANANAS;

(c) a description of the quantity, type and timing of the required Frequency Co-optimised Essential System Service;

(d) the location on the WEM Website of the SESSM Submission form referred to in clause 3.15A.20; and

(e) the location on the WEM Website of the SESSM Service Specification for the Frequency Co-optimised Essential System Service referred to in clause 3.15A.6.

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| **Explanatory Note**  The requirements for responses to the SESSM are set out in clauses 3.15A.20 to 3.15A.23. |

Response requirements

3.15A.20. BANANAS must develop and publish a SESSM Submission form which must include the following fields for the SESSM procurement:

(a) the SESSM Availability Quantity for each Dispatch Interval in the SESSM Award Duration up to the quantity set out in the SESSM Service Specification for the existing or new facility which may vary according to the time periods set out in the SESSM Service Specification;

(b) the proposed SESSM Availability Payment, which:

i. is the total amount payable across the SESSM Award Duration for offering the SESSM Availability Quantity into the Real-Time Market; and

ii. must be equal to or less than the incremental fixed costs, if any, that are not already covered by any Capacity Credit payments, which would otherwise be incurred to make available the SESSM Availability Quantity of the Frequency Co-optimised Essential System Service in addition to any Base ESS Quantity of that Frequency Co-optimised Essential System Service;

(c) the proposed SESSM Offer Cap, which must reflect the variable costs inclusive of margin of providing the relevant Frequency Co-optimised Essential System Service, and which:

i. is the highest price which the Market Participant or person intending to be a Market Participant will offer the applicable Frequency Co-optimised Essential System Service into the Real-Time Market; and

ii. may vary according to the time periods set out in the SESSM Service Specification;

(d) the SESSM Award Duration; and

(e) where the SESSM includes more than one Frequency Co-optimised Essential System Service, whether the SESSM Submission is contingent on holding a SESSM Award for more than one Frequency Co-optimised Essential System Service that is also included in the SESSM and, if so, which ones.

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| **Explanatory Note**  The requirement to make a SESSM Submission in good faith will be a civil penalty provision. The WEM Regulations do not provide power for civil penalties to be levied on parties that are outside of the WEM Rules so this clause will only apply to Market Participants. Where a person who is not a Market Participant makes a submission that is misleading or designed to deceive then there may be remedies available outside of the WEM Rules. BANANAS should also take this into account if the person subsequently seeks to be registered under the WEM Rules. |

3.15A.21. A SESSM Submission submitted by a Market Participant in response to a call for SESSM Submissions under clause 3.15A.17 must:

(a) be made in good faith;

(b) be in the form published by BANANAS in accordance with clause 3.15A.20; and

(c) include the cost information and any assumptions used to calculate the proposed SESSM Offer Cap and SESSM Availability Payment.

3.15A.22. Where a Market Participant submits a SESSM Submission under clause 3.15A.21 in respect of an accredited Facility, the SESSM Submission must also include:

(a) a comparison of the proposed SESSM Availability Quantity of the Facility to its historic quantities offered in the Real-Time Market over the past 12 months in Dispatch Intervals within the SESSM Service Timing; and

(b) [Blank]

(c) [Blank]

(d) a comparison of the proposed SESSM Offer Cap for the Facility to its historic offer prices offered in the Real-Time Market over the past 12 months.

3.15A.23. Where a Market Participant submits a SESSM Submission under clause 3.15A.21 in respect of a new or existing facility which is:

(a) not accredited for the relevant Frequency Co-optimised Essential System Service; or

(b) accredited for the relevant Frequency Co-optimised Essential System Service and which is proposing to increase the quantity of the relevant Frequency Co-optimised Essential System Service for which it is accredited,

the SESSM Submission must also include:

(c) whether or not the facility has applied for, or been granted, Certified Reserve Capacity or Capacity Credits in respect of the capacity that would provide the Frequency Co-optimised Essential System Service;

(d) if the Facility, or relevant part of the Facility, has not applied for or been granted Certified Reserve Capacity or Capacity Credits, the information listed in clause 4.10.1(c), and any other evidence required under the relevant WEM Procedure in support of the Key Project Dates;

(e) the expected Standing Enablement Minimum;

(f) the expected generation cost at the Standing Enablement Minimum;

(g) evidence of the capability of the Facility to provide the relevant Frequency Co-optimised Essential System Service, as specified in the relevant WEM Procedure; and

(h) expected start-up costs for the Facility.

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| **Explanatory Note**  A person may make more than one SESSM Submission and may set out alternative offers. In addition, a person may make contingent offers for multiple services. BANANAS will only select one offer, or combination, but the intention is to provide as much choice and flexibility to the market, while ensuring offers can be compared on a consistent basis. A person must make compliant offers under clause 3.15A.24 to be permitted to make a contingent offer for multiple services to BANANAS as well.  Facilities which can contribute, but not meet the entirety of the Service Quantity will be expected to offer into SESSM, and these offers will be considered “conforming”. |

3.15A.24. A Market Participant wishing to participate in the SESSM may make one or more SESSM Submissions in respect of a single facility which:

(a) comply with the requirements of SESSM Submissions specified in clauses 3.15A.21 to 3.15A.23 as applicable;

(b) comply with the SESSM Service Specification;

(c) include an SESSM Availability Quantity less than or equal to the maximum quantity identified in the SESSM Service Quantity Profile, which must include any allowance for the effects of temperature on the capability of the Facility;

(d) are binding for the SESSM Award Duration as specified in the SESSM Service Specification;

(e) may have different SESSM Availability Quantities; and

(f) are not contingent on being awarded a SESSM Award for more than one Frequency Co-optimised Essential System Service.

3.15A.25. Where a Market Participant has made a SESSM Submission under clause 3.15A.24, it may make one or more additional SESSM Submissions in respect of the same facility which:

(a) have the same SESSM Availability Quantity and SESSM Offer Cap but have a different SESSM Award Duration and SESSM Availability Payment; or

(b) have the same SESSM Availability Quantity, SESSM Offer Cap and SESSM Award Duration but have a different SESSM Availability Payment and are contingent on the Facility being selected for more than one SESSM Award.

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| **Explanatory Note**  BANANAS will select the submissions which meet the SESSM Service Specification and result in the lowest cost of providing the FCESS to the market. The ERA will have a review role in order to ensure that the process has been followed, but is not expected to perform a parallel assessment.  Some industry members raised the need to include clauses to outline the process for when no SESSM Submissions are received. In this situation, the SESSM procurement process will no longer go ahead and the relevant FCESS market will continue to operate as it did prior to the trigger, with BANANAS likely re-triggering the SESSM again if the shortfall persists.  The process to be followed when no SESSM Submissions are received in the SESSM procurement will be set out in the WEM Procedure. |

Selection analysis and approval

3.15A.26. Within 20 Business Days of the date and time for lodgement of SESSM Submissions specified in clause 3.15A.19(a), BANANAS must:

(a) select the SESSM Submissions which:

i. comply with the requirements of clause 3.15A.24 and clause 3.15A.25; and

ii. meet the SESSM Service Specification which, taken together, in BANANAS’s opinion will result in the lowest cost of providing the Frequency Co-optimised Essential System Service in accordance with clause 3.15A.27;

(b) identify the Market Participants and the Facilities who it approves and intends to grant a SESSM Award; and

(c) notify the Economic Regulation Authority in accordance with clause 3.15A.29.

3.15A.27. When selecting the lowest cost combination of SESSM Submissions in accordance with clause 3.15A.26(a), BANANAS must:

(a) exclude SESSM Submissions that do not comply with the SESSM Service Specification;

(b) exclude SESSM Submissions for new facilities where insufficient evidence has been provided to support the Key Project Dates or that all necessary Environmental Approvals have been granted;

(c) identify historical Dispatch Intervals matching the SESSM Service Specification;

(d) calculate energy price profiles for energy matching the SESSM Service Timing for those Dispatch Intervals on the basis of three categories being average cost, high cost and low cost;

(e) calculate effective Frequency Co-optimised Essential System Service offer prices for each SESSM Submission comprising:

i. proposed SESSM Availability Payment divided by the sum of all SESSM Availability Quantities within the SESSM Award Duration;

ii. proposed SESSM Offer Cap; and

iii. expected FCESS Uplift Payments based on:

1. Standing Enablement Minimum;

2. start-up costs; and

3. minimum running costs; and

(f) calculate the lowest cost combination of SESSM Submissions to deliver the requirement under each of the three energy price profiles referred to in clause 3.15A.27(d);

(g) for submissions provided in accordance with 3.15A.21 adjust the SESSM Availability Quantity to account for Network Constraints; and

(h) adjust the SESSM Availability Quantity to account for BANANAS’s assessed capability of the Facility to provide the relevant Frequency Co-optimised Essential System Service.

3.15A.28. If BANANAS is selecting Facilities to meet more than one SESSM Service Specification in a single SESSM procurement process, BANANAS must:

(a) identify where the SESSM Submissions from a Facility for the provision of different Frequency Co-optimised Essential System Services would be provided from the same portion of the Facility’s capacity;

(b) determine the order of selection for the affected Frequency Co-optimised Essential System Services;

(c) in selecting Facilities to provide each of the Frequency Co-optimised Essential System Services, exclude any SESSM Submissions for the Facility’s capacity that has already been selected for a SESSM Award under a previous selection; and

(d) ensure that proposed SESSM Awards will deliver the total Essential System Service requirement.

3.15A.29. BANANAS must notify the Economic Regulation Authority of the outcome of the SESSM, including providing the Economic Regulation Authority with the following information:

(a) the names of the parties and the facility details (including, if already registered, the identity of the Market Participants and the Facilities), it intends to grant a SESSM Award to;

(b) based on the results from the operation of clause 3.15A.27, the estimated aggregated cost of all SESSM Awards it intends to grant;

(c) the proposed SESSM Service Commencement Date;

(d) BANANAS's reasonable estimate of the cost of procuring the Frequency Co-optimised Essential System Services based on the historic costs of the Frequency Co-optimised Essential System Services (as if the SESSM Awards it intends to grant were not made); and

(e) a comparison of the calculated effective Frequency Co-optimised Essential System Service offer prices to the prices for the Frequency Co-optimised Essential System Service in the Real-Time Market within the SESSM Service Timing for the relevant Frequency Co-optimised Essential System Service over the previous 12 months.

3.15A.30. BANANAS must provide to the Economic Regulation Authority all information and data provided by a Market Participant as part of a SESSM Submission within five Business Days of notifying the Economic Regulation Authority of the outcome of its analysis and selection of SESSM Submissions.

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| **Explanatory Note**  Where BANANAS triggers the SESSM, the ERA will review the process and may veto the SESSM Awards and require BANANAS to redo the selection process. |

3.15A.31. Where BANANAS triggered the SESSM, the Economic Regulation Authority must, within 10 Business Days of BANANAS notifying it pursuant to clause 3.15A.29, review the proposed SESSM Awards BANANAS intends to grant and determine whether or not to veto the SESSM Awards BANANAS intends to grant pursuant to clause 3.15A.32.

3.15A.32. If, following the review pursuant to clause 3.15A.31, the Economic Regulation Authority reasonably considers that BANANAS has not followed the processes in clause 3.15A.26 and clause 3.15A.27, the Economic Regulation Authority may veto the SESSM Awards BANANAS intends to grant, and may ask BANANAS to revise its selection assessment and approval according to the process in clause 3.15A.26 and clause 3.15A.27.

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| **Explanatory Note**  Where the ERA triggers the SESSM, the Economic Regulation Authority will review the SESSM Awards and if it considers they will not lower the cost to the market it may veto any or all of the proposed awards. It may also veto an individual award where it was not made in good faith or was incorrect. In the interests of time, the ERA will only have a short period to review awards, but can use information provided through the SESSM process in its wider market surveillance and compliance activities. |

3.15A.33. Where the Economic Regulation Authority triggered the SESSM, the Economic Regulation Authority must, within 20 Business Days of BANANAS notifying it pursuant to clause 3.15A.29, review the proposed SESSM Awards BANANAS intends to grant and determine whether or not to veto the SESSM Awards BANANAS intends to grant pursuant to clause 3.15A.34.

3.15A.34. If, following a review pursuant to clause 3.15A.33, the Economic Regulation Authority reasonably considers that:

(a) the SESSM Awards BANANAS intends to grant will not reduce the cost to the market of the relevant Frequency Co-optimised Essential System Service, the Economic Regulation Authority must, within 20 Business Days of BANANAS notifying it pursuant to clause 3.15A.29, veto any or all of the SESSM Awards BANANAS intends to grant; or

(b) a Market Participant’s SESSM Submission does not reflect the costs and assumptions referred to in clause 3.15A.20(b) or clause 3.15A.20(c) or was not provided in good faith in accordance with clause 3.15A.21, the Economic Regulation Authority may, within 20 Business Days of BANANAS notifying it pursuant to clause 3.15A.29, veto the SESSM Award BANANAS intends to grant to the Market Participant.

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| **Explanatory Note**  The ERA will have enforcement powers in respect of submissions not made in good faith including seeking a civil penalty The participant should be able to challenge the decision in accordance with the existing dispute resolution clauses. |

3.15A.35. Where the Economic Regulation Authority reasonably considers that a Market Participant has breached the obligation to make a SESSM Submission in good faith in accordance with clause 3.15A.21, then in addition to its powers under clause 3.15A.34(b), the Economic Regulation Authority may do any or all of:

(a) issue a warning to the Market Participant pursuant to clause 2.13.36(a); and

(b) determine that a breach has taken place, in which case the Economic Regulation Authority may issue a penalty notice in accordance with the WEM Regulations.

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| **Explanatory Note**  BANANAS will be required to publish certain details of SESSM Awards but otherwise the information in a submission will be confidential. |

Notification

3.15A.36. If the Economic Regulation Authority notifies BANANAS that it will not veto a SESSM Award BANANAS intends to grant in accordance with clause 3.15A.34, BANANAS must grant the SESSM Award as submitted to the Economic Regulation Authority in accordance with clause 3.15A.29 and:

(a) notify the relevant Market Participants or persons responsible for the Facilities that it has selected to grant a SESSM Award;

(b) publish information about the SESSM process including:

i. the number and identity of respondents; and

ii. the information on the SESSM Awards as notified to the Economic Regulation Authority in accordance with clause 3.15A.29, but excluding any information the Economic Regulation Authority may have received under clause 3.15A.30; and

(c) publish the terms of each SESSM Award granted including details of:

i. each Facility that was granted a SESSM Award;

ii. the SESSM Service Specification;

iii. the SESSM Award Duration;

iv. the SESSM Availability Payment;

v. the SESSM Offer Cap;

vi. where the SESSM Availability Payment is greater than zero, the Base ESS Quantity for each Dispatch Interval in the SESSM Award Duration; and

vii. the Per-Dispatch Interval SESSM Availability Payment.

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| **Explanatory Note**  Clause 3.15A.37 is updated to reflect the revised Market Information framework. Rule Participant Market Restricted means information is available to BANANAS, the Coordinator, the Electricity Review Board, the ERA, other regulators and the specific Rule Participant. Under the Confidential Information classification these parties will still be able to access this information as necessary. |

3.15A.37. Subject to the obligation to publish the information in clause 3.15A.36 the information contained in any SESSM Submissions received pursuant to the SESSM is Confidential Information.

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| **Explanatory Note**  Clause 3.15A.38 is intended to be a civil penalty provision. |

Obligation to comply

3.15A.38. A Market Participant that was granted a SESSM Award must comply with the SESSM Service Specification for that SESSM Award.

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| **Explanatory Note**  The SESSM will be open to new participants that are not registered under the WEM Rules. As such there will be requirements on those participants to report key progress dates to BANANAS, in the same way as new Facilities holding Capacity Credits. |

SESSM new entrants

3.15A.39. A Market Participant that is granted a SESSM Award for a Facility that is yet to commence operation must, within any timeframe specified by BANANAS:

(a) if the Facility is not already registered, register the Facility in accordance with these WEM Rules; and

(b) if the Facility is not already accredited, ensure the Facility is accredited to provide the relevant Frequency Co-optimised Essential System Service in accordance with clause 2.34A.1, where the accredited capability for each Dispatch Interval in the SESSM Award Duration must be at least the sum of the Base ESS Quantity and the SESSM Availability Quantity.

3.15A.40. A Market Participant that is granted a SESSM Award for a facility that is yet to commence operation and for which it is not required to submit a report pursuant to clause 4.27.10 must file a report on progress with BANANAS:

(a) at least once every three months from the date the SESSM Award is confirmed under clause 3.15A.36; and

(b) at least once every month commencing on the date that is six months prior to the SESSM Service Commencement Date,

or as otherwise agreed with BANANAS.

3.15A.41. Each report provided pursuant to clause 3.15A.40 must include any changes to Key Project Dates.

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| **Explanatory Note**  Where BANANAS is of the view that a new participant will not be ready to provide the ESS in the required timeframe then BANANAS may require further reporting to be satisfied, revise the service date or cancel the award. |

3.15A.42. Within 10 Business Days of receiving a report provided pursuant to clause 3.15A.40, clause 4.27.10 or this clause 3.15A.42, as applicable, BANANAS:

(a) must:

i. determine whether, in its reasonable opinion, the Facility, or part of the Facility, is unlikely to have completed all Commissioning Tests by the SESSM Service Commencement Date; and

ii. notify the Market Participant of its decision and provide reasons why the dates have been rejected; and

(b) may:

i. require the Market Participant to provide additional information;

ii. require the Market Participant to submit further reports or revise the Key Project Dates; and

iii. revise the SESSM Service Commencement Date or cancel the SESSM Award and, where it does so, must notify the Economic Regulation Authority.

3.15A.43. BANANAS or the Economic Regulation Authority may re-trigger the SESSM if, as result of cancelling the SESSM Award:

(a) BANANAS reasonably considers that one or more of the matters in clause 3.11.6 are satisfied; or

(b) the Economic Regulation Authority reasonably considers that Real-Time Market outcomes are not consistent with the efficient operation of the Real-Time Market in respect of Frequency Co-optimised Essential System Services or the Wholesale Market Objectives.

SESSM performance monitoring

3.15A.44. During the SESSM Service Timing, BANANAS must monitor the quantity of Frequency Co-optimised Essential System Service offered by a Facility that was granted a SESSM Award.

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| **Explanatory Note**  It is to be expected that BANANAS will not exercise its discretion under this clause unless BANANAS considered the breach was material or important. This is a secondary measure as the Facility will be paying refunds.  How BANANAS determines “consistent” failure to adhere to SESSM Award obligations is to be outlined in the WEM Procedure |

3.15A.45. Where a Facility that was granted a SESSM Award consistently fails to offer at least the sum of the SESSM Availability Quantity and the Base ESS Quantity for Dispatch Intervals within the SESSM Service Timing, BANANAS may:

(a) revise the SESSM Availability Quantity to reflect the average quantity offered in Dispatch Intervals with adjustments for the effect of any Outages for the Facility; and

(b) revise the Per-Dispatch Interval Availability Payment by the same ratio as the adjustment to the SESSM Availability Quantity.

WEM Procedure

3.15A.46. BANANAS must document in a WEM Procedure the process to be followed by BANANAS and Market Participants in the SESSM. The WEM Procedure must include:

(a) the format and content of SESSM Service Specifications;

(b) the process for determining the SESSM Service Specifications;

(c) the evidence to be provided in respect of the viability of a proposed facility in support of the Key Project Dates provided under clause 3.15A.40 or clause 4.10.1(c);

(d) the evidence to be provided in respect of the capability of the Facility to provide the relevant Frequency Co-optimised Essential System Service;

(e) the methodology used to select, approve and grant SESSM Awards;

(f) the process for monitoring progress of new entrant Facilities that are granted a SESSM Award;

(g) the circumstances in which it would cancel the SESSM Award granted to a new entrant Facility that is unlikely to have completed all Commissioning Tests by the SESSM Service Commencement Date;

(h) the process for monitoring the performance of Facilities that are granted a SESSM Award;

(i) the process for assessing the capability of a facility to provide its nominated SESSM Availability Quantity due to Network Constraints; and

(j) the process for revising the SESSM Availability Quantity and the Per-Dispatch Interval Availability Payment under clause 3.15A.45.

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| **Explanatory Note**  Section 3.15B sets out the regime for a new periodic expressions of interest process to provide a benchmark for market pricing of ESS. It sets out a market sounding process in order for BANANAS to test the market. It will not result in the award of SESSM Award but it will assist the ERA to determine whether the current market price is appropriate and whether there is a need to trigger the SESSM.Additionally, the process provides engagement with new facilities to understand the accreditation process and allows participants to prepare submissions in readiness for a short lead-time SESSM procurement.  The expressions of interest process is to be run by BANANAS but it is noted that BANANAS doesn’t use the information collected through the process for any SESSM trigger. Instead, it passes the information on to the ERA.  It is anticipated that the first expressions of interest process will be run in early 2022, and transitional rules will be developed to support and give effect to that process. |

3.15B. Expressions of Interest for Essential System Services

3.15B.1. From New WEM Commencement Day, at least once every two years, BANANAS must conduct a Frequency Co-optimised Essential System Service expression of interest process.

3.15B.2. In conducting an expression of interest process pursuant to clause 3.15B.1, BANANAS must advertise the call for expressions of interest no later than 20 Business Days prior to the proposed closing date for the expressions of interest.

3.15B.3. In advertising the call for expressions of interest under clause 3.15B.2, BANANAS must:

(a) publish a notice on the WEM Website;

(b) publish a notice on at least one major tender portal; and

(c) issue a Market Advisory.

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| **Explanatory Note**  Clause 3.15B.4 is updated to reflect the relocation of requirements for publishing data related to FCESS from Chapter 10 to Chapter 7. |

3.15B.4. BANANAS must include in each notice referred to in clause 3.15B.3:

(a) the date and time for lodgement of an expression of interest, which must be in accordance with the form referred to in clause 3.15B.5;

(b) contact details for BANANAS;

(c) a description of the quantity, type and timing of the historic requirements for the Frequency Co-optimised Essential System Services;

(d) the location on the WEM Website of detailed historic data on the timing and quantity of the Frequency Co-optimised Essential System Services in accordance with clause 7.13.1I; and

(e) the location on the WEM Website of the expression of interest form referred to in clause 3.15B.5.

3.15B.5. BANANAS must develop and publish an expression of interest form, which must include the following fields:

(a) the type of the facility;

(b) the likely lead time required to develop and commission the facility;

(c) the likely network location of the facility;

(d) the quantity of each Frequency Co-optimised Essential System Service which could be made available from the facility, which may vary by time of day or year;

(e) the fixed costs of being available to offer the relevant Frequency Co-optimised Essential System Service;

(f) the variable costs of providing each relevant Frequency Co-optimised Essential System Service;

(g) any likely Standing Enablement Minimum limit;

(h) the likely cost per MWh of Injecting energy when operating at any Standing Enablement Minimum limit; and

(i) the start-up costs of the facility.

3.15B.6. The information contained in any expression of interest form submitted in accordance with this section 3.15B must be provided in good faith but is not binding on the respondent.

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| **Explanatory Note**  Clause 3.15B.7 is updated to reflect the revised Market Information framework. Rule Participant Market Restricted means information is available to BANANAS, the Coordinator, Electricity Review Board, the Economic Regulation Authority, other regulators and the specific Rule Participant. Under the Confidential Information classification these parties will still be able to access this information as necessary. |

3.15B.7. Subject to clause 3.15B.8, the information contained in any expression of interest form submitted in accordance with this section 3.15B is Confidential Information.

3.15B.8. BANANAS must provide all information contained in any expression of interest form submitted in accordance with this section 3.15B to the Economic Regulation Authority as soon as practicable following the closing date for the expressions of interest.

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| **Explanatory Note**  Clause 3.15B.9 is amended to remove the reference to clauses 3.15.1A and 3.15.1B, which incorrectly suggest that the ERA is responsible for the review of the ESS Standards and the basis for setting ESS requirements. |

3.15B.9. The Economic Regulation Authority may use any information provided in expressions of interest forms submitted in accordance with this section 3.15B in its monitoring and review functions under these WEM Rules, including its monitoring pursuant to clause 2.16.9, and in deciding whether to trigger the SESSM in accordance with clause 3.15A.2.

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| **Explanatory Note**  Medium Term PASA is covered under section 3.16 and Shor Term PASA is covered under section 3.17 of the WEM Rules and there are numerous duplication of clauses where similar obligations exist on participants over the different PASA timeframes. The amendments to these sections consolidate much of that duplication.  Replacement section 3.16 sets out the obligations with respect to the PASA. Replacement section 3.17 sets out the obligations with respect to Low Reserve Conditions. |

Medium and Short Term Planning

3.16. Projected Assessment of System Adequacy

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| **Explanatory Note**  BANANAS will be required to publish a rolling Medium Term PASA and Short Term PASA. The detailed requirements in respect of both Medium Term PASAs and the Short Term PASAs will be largely contained in the WEM Procedure referred to in clause 3.16.10. |

3.16.1. BANANAS must conduct periodic PASA assessments in accordance with this section 3.16 and the WEM Procedure referred to in clause 3.16.10 covering the following periods:

(a) at least each week of the 36 month period from the starting date of the assessment ("**Medium Term PASA**"); and

(b) at least each day of the seven day period from the starting date of the assessment ("**Short Term PASA**").

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| **Explanatory Note**  The objective of the Medium Term PASA and the Short Term PASA are set out in clause 3.16.2. In addition to providing the reason for BANANAS producing the Medium Term PASA and the Short Term PASA, the objective will be considered by BANANAS when it is determining, when the impact of relevant circumstances have significantly changed the forecast, whether to publish an updated PASA out of cycle or whether to wait for the next date of publication. |

3.16.2. The objective of the Medium Term PASA and Short Term PASA is to:

(a) provide an assessment of the likelihood and impact of security and reliability related scenarios on the SWIS that may affect the ability of BANANAS to maintain Power System Security and Power System Reliability;

(b) provide information on the impact of Outages to support BANANAS and other Rule Participants in Outage planning processes; and

(c) develop demand forecasts to support Rule Participants in making decisions about supply, demand and Outages.

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| **Explanatory Note**  BANANAS will require up to date information from Rule Participants to conduct and prepare the Medium Term PASA and Short Term PASA. Clauses 3.16.3 to 3.16.6 set out the obligations on Rule Participants to provide that information, including additional information or clarifications and updated information where the information provided has materially changed. While BANANAS will rely on that information, if BANANAS considers that it has better information then BANANAS will be permitted to substitute that information in place of information submitted by a Rule Participant.  Clause 3.16.3 is intended to be a civil penalty provision where the timeframes are unable to be met, similar to the current PASA framework, but subject to the Market Participant's reasonable ability to do so. |

3.16.3. A Rule Participant must use best endeavours to provide BANANAS with all required information necessary for BANANAS to prepare the Medium Term PASA and Short Term PASA as set out and in accordance with the timeframes specified in the WEM Procedure referred to in clause 3.16.10, including additional information or clarifications sought by BANANAS.

3.16.4. BANANAS must review any information provided by Rule Participants in accordance with clause 3.16.3 and, where necessary, seek additional information or clarification in accordance with the process described in the WEM Procedure referred to in clause 3.16.10.

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| **Explanatory Note**  Clause 3.16.5 is intended to be a civil penalty provision. |

3.16.5. Where a Rule Participant becomes aware that the information it provided BANANAS in accordance with clause 3.16.3 has materially changed, then it must re-submit the relevant information to BANANAS as soon as practicable, and in any case in accordance with the obligations and timeframes described in the WEM Procedure referred to in clause 3.16.10.

3.16.6. In conducting a Medium Term PASA or a Short Term PASA, BANANAS may, if BANANAS considers that it is consistent with the objectives of the Medium Term PASA or Short Term PASA specified in clause 3.16.2, use any information developed by BANANAS in performing its functions under these WEM Rules or any other information known to BANANAS in addition to, or in place of, information provided by Rule Participants under clause 3.16.3 and clause 3.16.5.

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| **Explanatory Note**  BANANAS produces on a daily basis, a forecast of the following 7 day’s load (Week Ahead Schedule Horizon) at least at a 30 minutes resolution (for outage scheduling and market use) and on a weekly basis, a forecast of daily load for the next 36 months (used for outage planning and power system security and reliability assessment). Both forecasts contribute to assessments of security and reliability requirement compliance over the following 36 months.  Clause 3.16.7 deals with the 36 month forecast. The Week Ahead Schedule Horizon is covered in section 7.3. |

3.16.7. As soon as practicable following the publication of the Medium Term PASA, BANANAS must publish on the WEM Website the following forecast demand information for the SWIS:

(a) BANANAS’s determination of the most probable daily peak demand; and

(b) any alternative demand forecasts as specified in the WEM Procedure referred to in clause 3.16.10,

for each Trading Day in the 36 month period included in the most recently published Medium Term PASA.

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| **Explanatory Note**  Most of the detail as to what a Medium Term PASA and a Short Term PASA is required to contain will be specified in the WEM Procedure. However, the core requirements, which are linked to the objectives are specified in clause 3.16.8. |

3.16.8. After BANANAS conducts each Medium Term PASA or Short Term PASA, BANANAS must publish a report, which has confidential or sensitive data aggregated or redacted (as applicable), summarising the information from the relevant assessment which must, at a minimum, include:

(a) any key assumptions made in the assessment;

(b) any projected inability to maintain Power System Security;

(c) any projected inability to maintain Power System Reliability as assessed in accordance with the WEM Procedure referred to in clause 3.3.2;

(d) requirements for and forecast shortfall in Essential System Services; and

(e) any other information described in the WEM Procedure referred to in clause 3.16.10.

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| **Explanatory Note**  Clause 3.16.1 and the WEM Procedure referred to in clause 3.16.10 set out the frequency and timetable for publishing the Medium Term PASA and the Short Term PASA. Clause 3.16.9 provides a power for BANANAS to issue an updated Medium Term PASA or Short Term PASA where there has been a material change in the matters in the PASA and BANANAS considers that it is consistent with the objectives of the PASA to publish an updated report rather than wait for the next scheduled date. |

3.16.9. BANANAS may publish an updated version of a Medium Term PASA or a Short Term PASA outside of the timeline specified in the WEM Procedure referred to in clause 3.16.10 where BANANAS considers that there has been a material change in the matters impacting a Medium Term PASA or a Short Term PASA, and publication would be consistent with the objectives of either the Medium Term PASA or Short Term PASA specified in clause 3.16.2 (as applicable).

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| **Explanatory Note**  Clause 3.16.10 provides a head of power for BANANAS to develop a WEM Procedure which contains the details in respect of the PASA framework. This is intended to replace some of the existing details which were 'hard-wired' into the WEM Rules to provide for more flexibility in the PASA framework. |

3.16.10. BANANAS must develop a WEM Procedure which sets out:

(a) the process it follows in:

i. preparing and conducting each Medium Term PASA and Short Term PASA and determining and assessing risks to Power System Security and Power System Reliability; and

ii. preparing demand forecast information for the purposes of this section 3.16;

(b) any additional information to be included when publishing the Medium Term PASA or Short Term PASA under clause 3.16.8;

(c) the information that BANANAS requires from Rule Participants in order to conduct the Medium Term PASA and Short Term PASA which may include, but not be limited to:

i. energy producing unit modelling data and limits;

ii. relevant energy constraints applicable to each Facility or equipment within a Facility;

iii. local modelling information, including inverter availability and locational details as applicable; and

iv. information required in relation to Demand Side Programmes and Electric Storage Resources;

(d) the format and timeframes by which the required information in clause 3.16.10(c) must be submitted to BANANAS;

(e) the process and timeframes by which BANANAS may request additional information or clarification from the Rule Participant in respect of the required information in clause 3.16.10(c) submitted to BANANAS;

(f) the process by which BANANAS will use any information developed by BANANAS in performing its functions under these WEM Rules or any other information known to BANANAS in addition to, or in place of, information provided by Rule Participants under clause 3.16.3 and clause 3.16.5 for the purposes of preparing a Medium Term PASA or a Short Term PASA;

(g) the timetable and frequency for which BANANAS will conduct and publish a Medium Term PASA and a Short Term PASA;

(h) the granularity of information to be published in the Medium Term PASA and the Short Term PASA, where that granularity must be at least that specified in clause 3.16.1; and

(i) any additional demand forecast information to be published as per clause 3.16.8.

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| **Explanatory Note**  Section 3.17 deals with Low Reserve Conditions and BANANAS's ability to declare a Low Reserve Condition. |

3.17. Low Reserve Conditions

3.17.1. Where BANANAS considers that, in accordance with the WEM Procedure referred to in clause 3.17.11, and taking into account the requirements specified in the WEM Procedure referred to in clause 3.2.3, for a particular period of time there is a risk of:

(a) insufficient capacity to meet expected energy demand;

(b) load shedding in order to maintain Power System Security; or

(c) an Essential System Service shortfall that compromises BANANAS’s ability to maintain Power System Security or Power System Reliability,

BANANAS may declare a Low Reserve Condition in relation to that period of time (**Low Reserve Condition Declaration**). To avoid doubt, BANANAS may make a Low Reserve Condition Declaration in respect of any or all of the matters in this clause 3.17.1 for a period of time in the present or the future.

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| **Explanatory Note**  Clauses 3.17.2 and 3.17.3 concern BANANAS's obligations to report on Low Reserve Condition declarations by BANANAS. These are expected to be infrequent so a 6 month reporting period has been provided. |

3.17.2. Every six months from the New WEM Commencement Day, BANANAS must publish a Low Reserve Condition Report in accordance with clause 3.17.3.

3.17.3. A Low Reserve Condition Report must include:

(a) whether there have been any Low Reserve Conditions Declarations made;

(b) observations in respect of trends as to when and why Low Reserve Conditions Declarations are being made;

(c) a summary of the leading factors or causes of any Low Reserve Conditions Declarations made; and

(d) a description of the actions that were taken to resolve any Low Reserve Conditions,

during the relevant reporting period.

3.17.4. BANANAS must as soon as reasonably practicable publish any Low Reserve Condition Declaration made.

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| **Explanatory Note**  Clauses 3.17.5 and 3.17.6 set out the requirements for BANANAS's Low Reserve Condition Declaration including where BANANAS may cancel or amend the Low Reserve Condition Declaration. |

3.17.5. The publication of a Low Reserve Condition Declaration must, to the extent reasonably practicable, include:

(a) the nature and extent of the Low Reserve Condition;

(b) the time period over which the Low Reserve Condition Declaration applies;

(c) the circumstances that BANANAS considers may require it to implement an BANANAS Intervention Event in accordance with the WEM Procedure referred to in clause 3.17.11; and

(d) if BANANAS considers it may be required to implement an BANANAS Intervention Event, an estimate of the latest time at which it would need to intervene through a BANANAS Intervention Event if the response from the market would not remove the requirement to do so.

3.17.6. Where BANANAS has made a Low Reserve Condition Declaration, BANANAS must as soon as reasonably practicable publish notice of:

(a) any cancellation of the Low Reserve Condition Declaration; or

(b) any amendment to the Low Reserve Condition Declaration where BANANAS considers that there is, or has been, a significant change in the relevant conditions impacting the status or circumstances of the Low Reserve Condition.

3.17.7. BANANAS may, if it reasonably considers it is required in order to estimate, or support the estimate of the latest time referred to in clause 3.17.5(d), request information from Rule Participants.

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| **Explanatory Note**  Clause 3.17.8 is intended to be a civil penalty provision. |

3.17.8. A Rule Participant must comply with a request made by BANANAS under clause 3.17.7 within the time specified in the request or another time agreed with BANANAS.

3.17.9. BANANAS must regularly review an estimate of the latest time referred to in clause 3.17.5(d) and, where it considers that the estimate is not accurate, publish a revised estimate.

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| **Explanatory Note**  Clause 3.17.10 is updated to reflect the revised Market Information framework. Rule Participant Market Restricted means information is available to BANANAS, the Coordinator, Electricity Review Board, the Economic Regulation Authority, other regulators and the specific Rule Participant. Under the Confidential Information classification these parties will still be able to access this information as necessary. |

3.17.10. Any information provided by a Rule Participant in response to a request under clause 3.17.8 is Confidential Information.

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| **Explanatory Note**  Clauses 3.17.11 and 3.17.12 provide a head of power for BANANAS to develop a WEM Procedure which contains the details in respect of the Low Reserve Condition framework. The approach is the same as the PASA framework as the detail is intended to be contained in the WEM Procedure in order to provide more flexibility. |

3.17.11. BANANAS must develop a WEM Procedure that sets out how BANANAS will assess a Low Reserve Condition and make a Low Reserve Condition Declaration, which must:

(a) describe how BANANAS assesses if available capacity has become insufficient to avoid load shedding given reasonably foreseeable conditions and events;

(b) describe how BANANAS assesses the probability of accredited Essential System Service providers being insufficient to meet the Essential System Service Standards;

(c) specify at least three probability levels at which BANANAS will make Low Reserve Condition Declaration in relation to a specified period of time, indicating an increasing probability of load shedding (other than the reduction or disconnection of Interruptible Loads);

(d) describe how an assessment of the probability levels described in clause 3.17.11(c) applies in relation to different periods of time;

(e) describe the notification processes and timeframes BANANAS will follow when making a Low Reserve Condition Declaration; and

(f) describe the intervention process that BANANAS will follow for resolving a Low Reserve Condition, including describing general intervention principles and the interaction with section 7.7.

3.17.12. The assessment of the probability levels described in the WEM Procedure referred to in clause 3.17.11(d) must be consistent with good electricity industry practice and must take into account:

(a) actual and forecast conditions on the SWIS;

(b) the likelihood of the occurrence and impact on the SWIS of events that are foreseeable in nature but unpredictable in timing; and

(c) a prudent allowance for forecasting errors.

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| **Explanatory Note**  Replacement section 3.18 sets out the general obligations with respect to outages, and sections 3.18A to 3.18H contain other obligations. The amendments consolidate much of the duplication in sections 3.18 and 3.19 of the current WEM Rules to reflect a single-step outage approval process.  Section 3.18 has also been amended by the Tranche 5 Amendments (Schedule B). However, as this section 3.18 reflects the amendments that will apply from the start of the new market, please refer to the Tranche 5 Amendments to see the amendments to section 3.18 that will apply until that time. |

3.18. Outages

3.18.1. The obligations specified in this section 3.18 and sections 3.18A to 3.21 apply to Equipment List Facilities and Self-Scheduling Outage Facilities.

3.18.2. Where a reference is made to an Outage of a Registered Facility or item of equipment in this section 3.18 and sections 3.18A to 3.21, this includes partial and complete outages and de-ratings of the Registered Facility or item of equipment.

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| **Explanatory Note**  The definition for 'Outage' is amended in clause 3.18.3. The definition builds on the definitions of “unavailability” introduced by Rule Change Proposals RC\_2013\_15 and RC\_2014\_03, but has been restructured to specifically relate to the definition of an Outage.  The Tranches 2 and 3 Amendments created a requirement for Demand Side Programmes with Capacity Credits to be included on the Equipment List.  However, the outage quantity calculations in clauses 3.21.6 to 3.21.8B do not work properly for Demand Side Programmes and produce capacity adjusted outage quantities that are always equal to zero. While the outage quantity calculations could be enhanced to account for Demand Side Programmes properly, the calculation of a non-zero Forced Outage quantity for a Demand Side Programme would not lead to payment of Capacity Cost Refunds because the current refund calculations for Demand Side Programmes in section 4.26 do not consider Forced Outage quantities.  Addressing these issues would require material changes, which could be superseded by the outcomes of the RCM Review. For this reason, Energy Policy WA proposes to make the following changes to clauses 3.18.3, 3.18.4 and 3.18A.3 to remove Demand Side Programmes from the Equipment List, and to reconsider the treatment of Demand Side Programme outages more holistically as part of the RCM Review.  Clause 3.18.3 is further amended to clarify:   * that Outages of components of an Outage Facility (e.g. a specific Facility Technology Type) are covered by the Equipment Limits of that Facility; * that the limitation around having to submit Outages for Semi-Scheduled Facilities and Non‑Scheduled Facilities applies only to Facilities that contain an Intermittent Generating System; * the references to Standing Data items in clause 3.18.2(c)(ii); and * that the temperature de-rating limitations specified in clause 3.18.2(d) do not only apply to Scheduled Facilities. |

3.18.3. An outage (“**Outage**”):

(a) occurs where any Outage Capability of an Outage Facility could not, or would not be able to, fully respond to a permitted instruction or direction to the Market Participant or Network Operator from BANANAS, that is consistent with, as applicable:

i. the Equipment Limits for the Outage Facility;

ii. in respect of an Outage Facility of a Network Operator, any relevant information or limits relating to the capability of the Outage Facility provided by the Network Operator to BANANAS, including information provided to BANANAS in accordance with the WEM Procedure referred to in clause 2.27A.10(a); or

iii. any relevant limits specified in an NCESS Contract or SESSM Award.

(b) applies to each Outage Capability expected from the Outage Facility as specified in the WEM Procedure referred to in clause 3.18.4;

(c) does not occur for an Outage Capability in respect of energy of a Semi-Scheduled Facility or Non-Scheduled Facility that contains an Intermittent Generating System where:

i. there is a shortfall of the intermittent energy source used by the Intermittent Generating System to generate electricity; or

ii. the average reduction of Remaining Available Capacity over the relevant Dispatch Interval is less than:

where Nameplate\_Capacity is the total nameplate capacity of the Facility’s Energy Producing System specified under Appendix 1(c)(i) or Appendix 1(d)(i), as applicable;

(d) does not occur for the energy Outage Capability of a Facility as a result of temperature de-rating that is consistent with the Standing Data or Registered Generator Performance Standards for the Facility; and

(e) [Blank]

(f) does not occur for any Facility where that Facility has failed to comply with a Dispatch Instruction in circumstances detailed in the WEM Procedure referred to in clause 3.18.4.

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| **Explanatory Note**  Clause 3.18.4 sets out the matters that relate to outages that are to be documented by BANANAS in a WEM Procedure. Clause 3.18.4 is amended to provide reference to specific information requirements that must be include in Outage publication, as described in amended clauses 3.22.1, 3.22.1A and 3.22.2. |

3.18.4. BANANAS must develop a WEM Procedure dealing with:

(a) the submission, evaluation and approval of Outage Plans, including applicable timelines, which must include a requirement for BANANAS to notify a Market Participant or Network Operator where BANANAS determines that an Outage Plan or Planned Outage is at risk of rejection, or the Outage Facility is recalled to service from a Planned Outage;

(b) the circumstances where a Facility has failed to comply with a Dispatch Instruction for the purpose of clause 3.18.3(f), which should also include where the Facility has a delayed response to a Dispatch Instruction;

(c) any requirements for Rule Participants to notify or seek consent to commence or complete an Outage, including any relevant processes to be followed where the Facility or item of equipment is being taken out of service, or returned to service;

(d) Outage coordination, which must include:

i. for the purposes of clause 3.18C.3, specifying the matters to be considered when determining whether an Impacted Participant has been unduly impacted by the Outage Plan of an Impacting Participant; and

ii. the processes and any other matters referred to in clause 3.18C.12;

(e) information requirements for processes relating to Outages, including, but not limited to:

i. minimum information requirements for an Outage Plan; and

ii. any other supporting information that may be used by BANANAS to evaluate or assess an Outage Plan;

(f) forecast assumptions and the methodology to be used for Outage Evaluations, which may differ across evaluation timeframes;

(g) the methodology for assessing whether there would be a shortfall of available accredited capacity to provide Essential System Services if an Outage Plan is approved;

(h) publication of Outage-related information, which must include the information in clauses 3.22.1, 3.22.1A and 3.22.2; and

(i) any other matters relating to this section 3.18 and sections 3.18A to 3.21.

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| **Explanatory Note**  New section 3.18A sets out the obligations and requirements with respect to outage submissions.  The Equipment List (and the new Self-Scheduling Outage Facility List) is expanded to include secondary equipment (e.g. protection schemes, SCADA/communications equipment, etc), as an outage of those types of equipment can have significant power system security implications. |

3.18A. Equipment List and Self-Scheduling Outage Facilities

3.18A.1. BANANAS must maintain a list of all equipment on the SWIS that it determines is subject to Outage scheduling in accordance with this section 3.18A and sections 3.18B to 3.21 (“**Equipment List**”).

3.18A.2. BANANAS must publish the Equipment List on the WEM Website and must, as soon as practicable after it becomes aware of an error relating to the Equipment List, or otherwise determines that a change is required to the Equipment List, update the Equipment List to address the error or reflect the change and publish the updated Equipment List on the WEM Website.

3.18A.3. The Equipment List must include:

(a) any part of a transmission system that could limit the output of an Energy Producing System that BANANAS has included on the Equipment List, however described by BANANAS;

(b) all Scheduled Facilities holding Capacity Credits;

(c) all Semi-Scheduled Facilities holding Capacity Credits with a Standing Data nameplate capacity that equals or exceeds 10 MW and all Semi-Scheduled Facilities containing an Electric Storage Resource;

(d) all Energy Producing Systems serving an Intermittent Load under clause 2.30B.2(a) with a System Size that equals or exceeds 10 MW;

(e) all Registered Facilities accredited under section 2.34A to provide an Essential System Service, or subject to an NCESS Contract; and

(f) any other equipment that BANANAS determines must be subject to Outage scheduling to maintain Power System Security and Power System Reliability, which may include secondary network equipment, or communication and control systems, however described by BANANAS.

3.18A.4. The Equipment List may specify that an Equipment List Facility is subject to Outage scheduling by BANANAS only at certain times of the year.

3.18A.5. A Market Participant and a Network Operator must schedule Outages for each of its Equipment List Facilities in accordance with this section 3.18A and sections 3.18B to 3.21.

3.18A.6. BANANAS must maintain a list of Self-Scheduling Outage Facilities that it determines must submit Outage Plans to BANANAS in accordance with this section 3.18A and sections 3.18B to 3.21 (“**Self-Scheduling Outage Facility List**”).

3.18A.7. BANANAS must publish the Self-Scheduling Outage Facility List on the WEM Website and must, as soon as practicable after it becomes aware of an error relating to the Self-Scheduling Outage Facility List, or otherwise determines that a change is required to the Self-Scheduling Outage Facility List, update the Self-Scheduling Outage Facility List to address the error or reflect the change and publish the updated Self-Scheduling Outage Facility List on the WEM Website.

3.18A.8. The Self-Scheduling Outage Facility List must include:

(a) any Scheduled Facility, Semi-Scheduled Facility, Non-Scheduled Facility, and any Energy Producing System serving an Intermittent Load and to which clause 2.30B.2(a) relates, that is not an Equipment List Facility; and

(b) any other equipment that BANANAS determines must submit Outage Plans to BANANAS to maintain Power System Security and Power System Reliability however described by BANANAS, which may include secondary equipment.

3.18A.9. The Self-Scheduling Outage Facility List may specify that a Self-Scheduling Outage Facility is required to submit Outage Plans to BANANAS only at certain times of the year.

3.18A.10. A Market Participant and a Network Operator must submit Outage Plans to BANANAS for each of its Self-Scheduling Outage Facilities in accordance with this section 3.18A and sections 3.18B to 3.21.

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| **Explanatory Note**  New section 3.18B sets out the obligations and requirements with respect to the submission of Outage Plans. |

3.18B. Submission of Outage Plan

3.18B.1. An outage plan (“**Outage Plan**”) must:

(a) relate to an Outage of the Facility;

(b) relate to a specific Outage Capability of the Facility; and

(c) only be for the purposes of Outage Facility Maintenance.

3.18B.2. A Market Participant or Network Operator must submit a request to BANANAS to approve an Outage Plan for an Equipment List Facility or Self-Scheduling Outage Facility.

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| **Explanatory Note**  Clause 3.18B.3 is amended to clarify that the information requirements for an Outage Plan must contain:   * information on each Facility Technology Type that is impacted by the Outage, including Remaining Available Capacity values (where relevant to the type of Facility); * the Remaining Available Capacity of the Facility as a whole (where relevant to the type of Facility); * both a commencement and a completion time, each specified as a Dispatch Interval. (the definition of Outage Period is also being amended to clarify that the Outage timeframe is from the start of the commencement Dispatch Interval to the end of the completion Dispatch Interval); and * where a condition of the Outage is that equipment must be returned to service periodically through the duration of the Outage (typically in relation to Network Outages), the time periods within the Outage where the equipment will be temporarily returned to service. |

3.18B.3. An Outage Plan must contain:

(a) details of the Outage Plan including:

i. the Outage Facility affected by the Outage and, where relevant, each Facility Technology Type of the Facility affected by the Outage;

ii the Outage Capabilities affected by the Outage for the Outage Facility and for each Facility Technology Type of the Outage Facility;

iii. a description of the purpose of the Outage;

iv. the Outage Commencement Interval and Outage Completion Interval;

v. an Outage Contingency Plan;

vi. where relevant, the Remaining Available Capacity of each Outage Capability for the Outage Facility;

vii. where relevant, the Remaining Available Capacity for each Facility Technology Type for the Outage Facility;

viii. where relevant, the Outage Return To Service Commencement Interval and Outage Return To Service Completion Interval for each Outage Return To Service Period; and

ix. confirmation of any applicable Availability Declaration Exemption,

as specified in the WEM Procedure referred to in clause 3.18.4;

(b) an Outage First Submission Date; and

(c) any other details specified in the WEM Procedure referred to in clause 3.18.4.

3.18B.4. Despite clause 3.18B.8(c)(i), a Market Participant or Network Operator may submit an Outage Plan for approval where, for that Outage Plan ("**Availability Declaration Exemption**"):

(a) the purpose of the Outage is to conduct Mandatory Routine Maintenance and the following conditions are satisfied:

i. the applicable deadline for the proposed Mandatory Routine Maintenance falls within the Outage Period;

ii. the Market Participant or Network Operator is aware that if the Mandatory Routine Maintenance is not undertaken before or during the Outage Period that at least one Outage Capability will otherwise suffer an Outage for part of the Outage Period because the applicable deadline for the Mandatory Routine Maintenance will have passed;

iii. the Market Participant or Network Operator is not aware of any other reason why, if BANANAS rejected the Outage Plan, the relevant Outage Capability would otherwise be affected; and

iv. the Outage Plan includes the details of the Mandatory Routine Maintenance; or

(b) the Outage will immediately follow a Planned Outage of the relevant Outage Capability, BANANAS has not received a notification under clauses 3.18D.9 in respect of the earlier Planned Outage, and the Market Participant or Network Operator is not aware of any other reason why the relevant Outage Capability would otherwise be affected if the Outage Plan did not proceed.

3.18B.5. If, at the time a Market Participant submits an Outage Plan that is a request for Opportunistic Maintenance for a Scheduled Facility:

(a) the Facility is not synchronised;

(b) the proposed start time for the relevant Outage Facility Maintenance is before the time when the Facility could be synchronised in accordance with its relevant Equipment Limits; and

(c) the Outage Plan includes the proposed start time of the Outage Facility Maintenance,

then, the Market Participant may exclude from the start of the relevant Outage Period in that Outage Plan, any Dispatch Intervals during which the Facility could not be synchronised in accordance with its Equipment Limits, provided that the Market Participant:

(d) does not commence the relevant Outage Facility Maintenance until the request is approved by BANANAS; and

(e) immediately withdraws the request if BANANAS has not approved the request prior to the Dispatch Interval in which the relevant Outage Facility Maintenance is intended to commence.

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| **Explanatory Note**  Clause 3.18B.6 is proposed to be a civil penalty provision. |

3.18B.6. An Outage Plan and any information submitted as part of the request to approve an Outage Plan by a Market Participant or a Network Operator must represent the good faith intention of the Market Participant or Network Operator that the requested Outage is for the purpose of Outage Facility Maintenance.

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| **Explanatory Note**  Clause 3.18B.7 will not be a civil penalty provision. |

3.18B.7. An Outage Plan and any information submitted as part of the request to approve an Outage Plan for a Self-Scheduling Outage Facility, must represent the good faith intention of the Market Participant or Network Operator that the Outage is for the purpose of Outage Facility Maintenance.

3.18B.8. A Market Participant or Network Operator must submit an Outage Plan in accordance with the following requirements, as applicable:

(a) for an Outage exceeding 24 hours in duration for an Equipment List Facility or a Self-Scheduling Outage Facility, no later than 10:00 AM on the day prior to the Scheduling Day for the Trading Day on which the Outage Commencement Interval falls;

(b) for an Outage of up to 24 hours in duration:

i. in respect of a Self-Scheduling Outage Facility, no later than 120 minutes before the Outage Commencement Interval;

ii. in respect of an Equipment List Facility proposing to undertake Opportunistic Maintenance:

1. at any time between:

A. 10:00 AM on the day prior to the Scheduling Day for the Trading Day on which the Outage Commencement Interval falls; and

B. 120 minutes before the Outage Commencement Interval; and

2. where the Outage Period must be separated by at least 24 hours from any other Outage Period for Opportunistic Maintenance for the Equipment List Facility; and

iii. for an Outage of an Equipment List Facility that is not Opportunistic Maintenance, no later than 10:00 AM on the day prior to the Scheduling Day for the Trading Day on which the Outage Commencement Interval falls;

(c) where the Market Participant or Network Operator reasonably believes that:

i. except where an Availability Declaration Exemption applies, if the Outage Plan was rejected, the relevant remaining Outage Capability of the Equipment List Facility or Self-Scheduling Outage Facility would otherwise not be affected; and

ii. it would be able to complete the proposed Outage Facility Maintenance and the relevant Outage Capability would no longer be on Outage by the end of the proposed Outage Period; and

(d) no earlier than 3 years prior to the day on which the Outage Commencement Interval falls.

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| **Explanatory Note**  New section 3.18C sets out the obligations and requirements with respect to outage coordination. |

3.18C. Outage Coordination

3.18C.1. For the purposes of this section 3.18C:

(a) a Network Operator that submits an Outage Plan that impacts an Outage Facility (other than a Load) of a Market Participant is an “Impacting Participant”; and

(b) a Market Participant whose Outage Facility (other than a Load) is impacted by a Network Operator is an “Impacted Participant”,

where "impacts" and "impacted" are determined as per the process identified in the WEM Procedure in clause 3.18.4.

3.18C.2. An Outage Plan that is submitted by an Impacting Participant, who is aware of an impact, must include:

(a) a confirmation by the Impacting Participant that it has notified the Impacted Participant; and

(b) details of the discussions between the Impacting Participant and Impacted Participants to coordinate the Outage proposed in the Outage Plan and the outcome of those discussions,

at least 6 months prior to the Outage Commencement Interval.

3.18C.3. An Impacted Participant may request BANANAS to undertake Outage coordination where:

(a) it reasonably considers that its Outage Facility will be unduly impacted by an Outage Plan having regard to matters specified in the WEM Procedure referred to in clause 3.18.4;

(b) it has requested the Impacting Participant to vary the Outage Period or any other component of the Outage Plan in order to minimise the impact on its Outage Facility; and

(c) its request is made in accordance with the process specified in the WEM Procedure referred to in clause 3.18.4.

3.18C.4. Following a request from an Impacted Participant under clause 3.18C.3, BANANAS must determine, acting reasonably, and in accordance with the principles specified in clause 3.18C.5 and the WEM Procedure referred to in clause 3.18.4, whether the Outage Plan submitted by the Impacting Participant should be revised and the revisions that are required to be made.

3.18C.5. When making a determination under clause 3.18C.4, BANANAS must have regard to the following principles in the following order of importance:

(a) any Power System Security or Power System Reliability implications if the Outage Plan submitted by the Impacting Participant did not occur at the Outage Commencement Interval and for the Outage Period requested;

(b) whether the Outage Plan submitted by the Impacting Participant was foreshadowed in the Outage Intention Plan;

(c) the notice provided by the Impacting Participant for the Outage Plan and the timing of the request for Outage coordination by the Impacted Participant;

(d) the technical reasons for the Outage Facility Maintenance, and the implications for the Outage Facility if the Outage Facility Maintenance is not commenced at the Outage Commencement Interval requested;

(e) any reasons, other than financial implications, provided by the Impacting Participant in the Outage Plan as to why the Outage Plan could not be varied as requested by the Impacted Participant;

(f) any other principles referred to in clause 3.18C.12(d); and

(g) any other information provided by the Impacting Participant or an Impacted Participant to BANANAS as part of the Outage coordination.

3.18C.6. BANANAS must notify each Impacted Participant and the Impacting Participant of its determination under clause 3.18C.4 as soon as practicable.

3.18C.7. BANANAS may include in the Outage coordination any other Impacted Participant when undertaking Outage coordination whether or not that Impacted Participant has requested Outage coordination by BANANAS.

3.18C.8. In making a determination in respect of the coordination of an Outage, BANANAS must consult, in accordance with any process specified in the WEM Procedure referred to in clause 3.18.4, with each Impacted Participant.

3.18C.9. A Market Participant and Network Operator must comply with a determination by BANANAS under clause 3.18C.4, and, if required, revise or withdraw the Outage Plan.

3.18C.10. Where BANANAS notifies a Market Participant or Network Operator that an Outage Plan submitted by it is unacceptable, and the Economic Regulation Authority does not give BANANAS a direction under clause 3.18F.6(e), then BANANAS and the Market Participant or Network Operator must use best endeavours to agree an alternative time for the relevant Outage Plan.

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| **Explanatory Note**  Clause 3.18C.11 is removed so that the confidentiality status of Outage coordination information can be determined using the standard Market Information classification framework. |

3.18C.11. [Blank]

3.18C.12. BANANAS must set out the processes for, and any other matters relating to, Outage coordination in the WEM Procedure referred to in clause 3.18.4, which must include:

(a) the conditions that must apply before an Impacted Participant can make a request for Outage coordination under clause 3.18C.3;

(b) the types of determinations that BANANAS may make under clause 3.18C.4, which may be more than one, including:

i. that no revisions to the Outage Plan submitted by the Impacting Participant are required;

ii. that the Outage Commencement Interval specified in the Outage Plan submitted by the Impacting Participant be revised; or

iii. that the Outage Commencement Interval specified in any Outage Plan submitted by the Impacted Participant be revised;

(c) the factors which BANANAS must take into account when making a determination under clause 3.18C.4, which must include that the:

i. primary focus must be on the Impacted Participant’s Planned Outages, requested Outage Plans, or Outage Plans foreshadowed in the Outage Intention Plan; and

ii. secondary focus must be on all other factors, such as the time of year; and

(d) any principles BANANAS must take into account when making a determination under clause 3.18C.4 in addition to the principles specified in clause 3.18C.5.

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| **Explanatory Note**  New section 3.18D sets out the obligations and requirements with respect to revisions to Outage Plans. |

3.18D. Outage Revision

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| **Explanatory Note**  Clause 3.18D.1 is amended to:   * clarify that any Remaining Available Capacity for a Planned Outage should not be reduced further than the approved level under this clause; and * clarify that the Outage Completion Interval should not be replaced by a later Dispatch Interval under this clause. |

3.18D.1. A Market Participant or a Network Operator may revise a Planned Outage at any time prior to the completion of the Planned Outage, provided:

(a) the revised Outage Commencement Interval is not earlier than the previous Outage Commencement Interval;

(b) the revised Outage Completion Interval is not later than the previous Outage Completion Interval;

(c) any revised Remaining Available Capacity for the Outage Facility, as relevant, is not proposed to be further reduced from the previous submission; and

(d) other aspects of the Planned Outage, as specified in the WEM Procedure referred to in clause 3.18.4, are unchanged.

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| **Explanatory Note**  Clause 3.18D.2 is amended to clarify that once an Outage Plan has been rejected or withdrawn it should no longer be revised. |

3.18D.2. An Outage Plan that has not been rejected by BANANAS or withdrawn by the Rule Participant may be revised at any time as long as the revision addresses each of the requirements specified in clause 3.18B.8.

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| **Explanatory Note**  Clause 3.18D.3 is amended to clarify that multiple Remaining Available Capacity values may be associated with an Outage and that BANANAS is not required to re-evaluate and Outage Plan if the proposed change is to increase a Remaining Available Capacity. |

3.18D.3. BANANAS may, but is not required to, undertake an Outage Evaluation for an Outage Plan revised under clause 3.18D.1 where the reason for the revision is one or more of the following:

(a) the Outage Period is proposed to be reduced;

(b) any relevant Remaining Available Capacity for the Outage Facility is proposed to be increased from the previous submission; or

(c) the Outage Contingency Plan is proposed to be varied.

3.18D.4. Where an Outage Plan no longer meets the requirements detailed in 3.18B.8, the Market Participant or Network Operator must revise, or withdraw, the Outage Plan.

3.18D.5. Other than for Opportunistic Maintenance, despite a revision to an Outage Plan, the Outage Plan will retain the original Outage First Submission Date.

3.18D.6. Subject to clause 3.18D.3, BANANAS must assess a revision to an Outage Plan in accordance with the Outage Evaluation Criteria.

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| **Explanatory Note**  Clauses 3.18D.7 and 3.18D.8 are intended to be Category C civil penalty provisions. |

3.18D.7. A Market Participant or Network Operator that no longer intends that the relevant Outage Capability of its Outage Facility will be subject to an Outage for the purpose of Outage Facility Maintenance must notify BANANAS and withdraw the Outage Plan or Planned Outage as soon as practicable.

3.18D.8. A Market Participant or Network Operator who becomes aware of any changes to the information in an Outage Plan submitted to BANANAS under clause 3.18B.2 must revise or withdraw the Outage Plan as soon as practicable.

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| **Explanatory Note**  Clause 3.18D.9 is amended to clarify that multiple Remaining Available Capacity values may be associated with the Outage, and the Rule Participant is obligated to revise the Outage Plan if it is aware that any of those no longer meet the availability requirements specified in clause 3.18B.8. |

3.18D.9. A Market Participant or Network Operator who is aware, or ought to be aware in the circumstances that, except where an Availability Declaration Exemption applies, if the Outage Plan was rejected, all of the relevant Outage Capability would still be subject to an Outage for any part of the Outage Period, must as soon as practicable:

(a) revise the Outage Plan to amend the Outage Period or increase any relevant Remaining Available Capacity (or both) to meet the requirements specified in clause 3.18B.8;

(b) if the Outage Plan is not approved, withdraw the Outage Plan; or

(c) if the Outage Plan is approved, notify BANANAS.

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| **Explanatory Note**  New section 3.18E sets out the obligations and requirements with respect to evaluation of Outage Plans. |

3.18E. Outage Evaluation

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| **Explanatory Note**  Clause 3.18E.1 is amended to clarify that BANANAS must evaluate an Outage Plan as soon as practicable after it has been revised. |

3.18E.1. For each Outage Plan that BANANAS is required to undertake an Outage Evaluation, BANANAS must:

(a) where possible to do so, and subject to all required information being available, undertake the Outage Evaluation as soon as practicable after the Outage Plan has been submitted or revised;

(b) notify the relevant Market Participant or Network Operator as soon as practicable of the outcome of the Outage Evaluation;

(c) publish the status of the Outage Plan following completion of the Outage Evaluation, including an assessment of whether a Planned Outage is at risk of rejection; and

(d) keep a record of the Outage Evaluation, together with the reasons for each Outage Evaluation and assessment.

3.18E.2. For an Outage Plan that is not yet approved, if:

(a) the relevant Outage Capability is subject to a Planned Outage and BANANAS has received a notification under clause 3.18D.9 in relation to that Planned Outage;

(b) the relevant Outage Capability is subject to a Planned Outage and BANANAS is aware that it should have received a notification under clause 3.18D.9 in relation to that Planned Outage; or

(c) the relevant Outage Capability is subject to a Forced Outage,

then, BANANAS must delay the Outage Evaluation for that Outage Plan until:

(d) the relevant Outage Capability is returned to service; or

(e) BANANAS receives evidence to its satisfaction from the Market Participant or Network Operator that the relevant Outage Capability would not be subject to an Outage before the Outage Commencement Interval in the Outage Plan that is awaiting approval.

3.18E.3. BANANAS must reject an Outage Plan for an Equipment List Facility or Self-Scheduling Outage Facility if it is aware that any of the requirements for an Outage Plan in clause 3.18B.8 have not been met or complied with.

3.18E.4. If an Outage Plan for a Self-Scheduling Outage Facility is not rejected by BANANAS under clause 3.18E.3, BANANAS is deemed to have approved the Outage Plan from the time BANANAS received the request for approval of the Outage Plan under clause 3.18B.2.

3.18E.5. BANANAS must evaluate all Outage Plans for Equipment List Facilities as required by these WEM Rules by assessing the Outage Plan against the Outage Evaluation Criteria (“**Outage Evaluation**”). This evaluation must:

(a) be undertaken on Outage Plans in the order in which they are submitted to BANANAS unless BANANAS considers it is more efficient or effective to evaluate Outage Plans out of order;

(b) be based on the information available to BANANAS at the time the Outage Evaluation is undertaken;

(c) occur when an Outage Plan is received or revised and where required as part of the PASA studies; and

(d) where an Availability Declaration Exemption applies in respect of Mandatory Routine Maintenance, not result in the Outage Plan being rejected due to that Mandatory Routine Maintenance not being completed before the applicable deadline.

3.18E.6. In respect of an Outage Evaluation for an Outage Plan of an Equipment List Facility for Opportunistic Maintenance, BANANAS:

(a) may reject the Outage Plan if it considers there is inadequate time to undertake the Outage Evaluation;

(b) is deemed to have rejected the Outage Plan 120 minutes before the Outage Commencement Interval if the Outage Evaluation has not been completed and the relevant Market Participant or Network Operator has not been notified of the Outage Evaluation outcome; and otherwise

(c) must approve the Outage Plan if it considers the Outage Evaluation Criteria has been met.

3.18E.7. In respect of an Outage Evaluation for an Outage Plan of an Equipment List Facility that is not for Opportunistic Maintenance, BANANAS:

(a) must approve or reject each Outage Plan using the Outage Evaluation Criteria and in accordance with the WEM Procedure referred to in clause 3.18.4;

(b) must not show bias towards a Market Participant or Network Operator in evaluating the Outage Plan other than as required by the process for prioritisation set out in the WEM Procedure referred to in clause 3.18.4;

(c) may reject an Outage Plan where the Outage Plan First Submission Date was less than six weeks before the Outage Commencement Interval without evaluation if, in its opinion, the submitting party has not allowed adequate time for the Outage Plan to be assessed;

(d) may approve an Outage Plan where the Outage Evaluation Criteria are met for the Outage Period;

(e) may approve an Outage Plan, despite the Outage Evaluation Criteria not being met, if BANANAS reasonably considers that rejecting the Outage Plan would pose a greater threat to Power System Security or Power System Reliability over the long term;

(f) is deemed to have rejected the Outage Plan at 2:00 PM on the Trading Day two days prior to the Outage Commencement Interval, if the Outage Evaluation has not been completed and the relevant Market Participant or Network Operator has not been notified of the Outage Evaluation outcome; and

(g) may consider more than one Outage Plan together and approve or reject the Outage Plans as a group.

3.18E.8. The Outage Evaluation Criteria ("**Outage Evaluation Criteria**") is met when in BANANAS’s opinion there will be sufficient Network in service and capacity available for dispatch to maintain Power System Security and Power System Reliability in accordance with the Power System Security Principles and Power System Reliability Principles, taking into account the methods and criteria specified in the WEM Procedure referred to in clause 3.18.4.

3.18E.9. BANANAS may undertake a single Outage Evaluation for a group of related Outage Plans. When a group of Outage Plans that are considered together do not meet the Outage Evaluation Criteria, then BANANAS must follow the process for prioritisation in the WEM Procedure referred to in clause 3.18.4.

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| **Explanatory Note**  Clause 3.18E.10 is amended to:   * remove clause 3.18E.10(d), because it is covered by clause 3.18E.10(e) (now renumbered to clause 3.18E.10(d); * clarify that where a Rule Participant has revised an Outage Plan prior to it being approved, while BANANAS will generally give priority based on its first submission date, BANANAS must also consider the impact of the change on other Outage Plans that have since been submitted (based on public information) - for example, if the revision is significant and is made very close to the commencement time, this may impact another Rule Participant’s Outage submission that has been made in good faith; and * clarify that there may be multiple Remaining Available Capacity quantities associated with an Outage Plan. |

3.18E.10. BANANAS must set out the processes for, and any other matters relating to, the prioritisation of Outage Plans in the WEM Procedure referred to in clause 3.18.4, which must include, subject to maintaining Power System Security and Power System Reliability, that BANANAS will:

(a) give priority to rescheduled Outage Plans that were approved and subsequently recalled or rejected by BANANAS over unapproved Outage Plans;

(b) give priority to approved Outage Plans over unapproved Outage Plans;

(c) give priority to any Outage Plans that are not Opportunistic Maintenance;

(d) give priority to Outage Plans in the order of the Outage First Submission Date, subject to reviewing the impact of a changed Outage Period on other Outage Plans that have been submitted; and

(e) consider:

i. the technical reasons for the Outage Facility Maintenance;

ii. the technical implications for the relevant equipment if the Outage Facility Maintenance is not carried out; and

iii. the ability to reschedule Outage Plans including considering the Remaining Available Capacity, as relevant, for the relevant Outage Capability over the Outage Period.

3.18E.11. BANANAS may reject a Planned Outage for an Equipment List Facility or a Self-Scheduling Outage Facility where:

(a) there has been a change in power system conditions after BANANAS has approved the relevant Outage Plan; and

(b) BANANAS considers that, as a result of the change, either:

i. the Planned Outage would no longer be approved when applying the Outage Evaluation Criteria; or

ii. in the case of a Self-Scheduling Outage Facility, if the Planned Outage were to proceed it would result in a risk to Power System Security or Power System Reliability.

3.18E.12. BANANAS must inform the relevant Market Participant or Network Operator immediately if it makes a decision to reject a Planned Outage under clause 3.18E.11.

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| **Explanatory Note**  Clause 3.18E.13 is amended to clarify that if BANANAS rejects an Outage Plan there is no need for a Market Participant or Network Operator to subsequently revise or withdraw it. A rejected Outage Plan is no longer able to be revised as per the amendment to clause 3.18D.2. |

3.18E.13. Where BANANAS rejects an Outage Plan in accordance with this section 3.18E, BANANAS must provide reasons to the Rule Participant that submitted the Outage Plan.

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| **Explanatory Note**  Clause 3.18E.14 is proposed to be a Category C civil penalty provision. |

3.18E.14. Subject to clause 3.18E.15, a Market Participant and a Network Operator must comply with a decision by BANANAS not to approve or to reject an Outage Plan, and the relevant Market Participant or Network Operator must ensure that the proposed Outage is not taken unless otherwise approved under a revision to the Outage Plan or new Outage Plan.

3.18E.15. A Market Participant and a Network Operator is not required to comply with clause 3.18E.14 if such compliance would endanger the safety of any person, damage equipment, or violate any applicable law.

3.18E.16. Where a Market Participant or a Network Operator cannot comply with clause 3.18E.14, the Market Participant or Network Operator must notify BANANAS as soon as practicable and provide the reason why it cannot comply, which must be a reason specified in clause 3.18E.15.

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| **Explanatory Note**  New section 3.18F sets out the obligations and requirements with respect to BANANAS’s decisions that may be reviewed by the ERA. |

3.18F. Economic Regulation Authority Review of BANANAS Decisions

3.18F.1. A Market Participant or Network Operator responsible for an Equipment List Facility may request the Economic Regulation Authority to reassess the inclusion of the Equipment List Facility on the Equipment List.

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| **Explanatory Note**  Clause 3.18F.2 is equivalent to existing clause 3.18.3(b). |

3.18F.2. Following a request by a Market Participant or Network Operator under clause 3.18F.1, the Economic Regulation Authority must consult with BANANAS and the Market Participant or Network Operator as to whether the Equipment List Facility should remain on the Equipment List.

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| **Explanatory Note**  Clause 3.18F.3 is equivalent to existing clause 3.18.3(c). |

3.18F.3. The Economic Regulation Authority may direct BANANAS to remove an Equipment List Facility from the Equipment List where, as a result of a reassessment requested under clause 3.18F.1, it considers that:

(a) BANANAS has not followed the WEM Rules or WEM Procedure referred to in clause 3.18.4; and

(b) if BANANAS had followed the WEM Rules and the WEM Procedure referred to in clause 3.18.4, then the Equipment List Facility would not have been on the Equipment List.

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| **Explanatory Note**  Clause 3.18F.4 is equivalent to existing clause 3.18.3(d). |

3.18F.4. If the Economic Regulation Authority gives BANANAS a direction under clause 3.18F.3, then BANANAS must, as soon as practicable, remove the Equipment List Facility specified in the direction from the Equipment List and publish the updated Equipment List on the WEM Website.

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| **Explanatory Note**  Clause 3.18F.5 is equivalent to existing clause 3.18.15 with amendments to reflect outage policy changes and minor drafting improvements. |

3.18F.5. Where BANANAS notifies a Market Participant or Network Operator that an Outage Plan has been rejected by BANANAS, the Market Participant or Network Operator may apply to the Economic Regulation Authority to reassess the decision on the grounds that BANANAS has not followed the WEM Rules or the WEM Procedure referred to in clause 3.18.4 within ten Business Days of being notified of BANANAS’s decision and no later than five Business Days prior to the date of the proposed Outage Commencement Interval.

3.18F.6. If an application under clause 3.18F.5 to reassess BANANAS’s decision is made:

(a) the Market Participant or Network Operator must submit a written application to the Economic Regulation Authority, and forward a copy to BANANAS, stating the reasons why it considers that BANANAS’s decision should be reassessed and providing any supporting evidence;

(b) until the Economic Regulation Authority completes its reassessment, BANANAS’s decision continues to have effect;

(c) BANANAS must submit records relating to the Outage Evaluations relevant to the assessment of the Outage Plan rejected to the Economic Regulation Authority within two Business Days of being informed of an application by a Market Participant or Network Operator under clause 3.18F.6(a);

(d) the Economic Regulation Authority must consult with BANANAS and the Market Participant or Network Operator concerning the Outage Plan and must make a complete assessment by the earlier of ten Business Days of receiving the application under clause 3.18F.5 or two Business Days prior to the date of the proposed Outage Commencement Interval;

(e) the Economic Regulation Authority may direct BANANAS that the Outage Plan should be approved where it finds that:

i. BANANAS did not follow the WEM Rules or the WEM Procedure referred to in clause 3.18.4; and

ii. if BANANAS had followed the WEM Rules or the WEM Procedure referred to in clause 3.18.4, the Outage Plan would have been approved; and

(f) BANANAS must approve the Outage Plan if directed by the Economic Regulation Authority in accordance with clause 3.18E.6(e).

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| **Explanatory Note**  New section 3.18G sets out the Outages framework review by the ERA. |

3.18G. Economic Regulation Authority Study of the Impact of Network Operator Outages on the Market

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| **Explanatory Note**  Clause 3.18G.1 requires the ERA to conduct economic study on the impact of Network Operator Outages on the market against the Wholesale Market Objectives. |

3.18G.1. At least once in every five year period starting from the New WEM Commencement Day, the Economic Regulation Authority must conduct an economic study on the impact of Network Operator Outages on the market against the Wholesale Market Objectives. In conducting the study, the Economic Regulation Authority must have regard to the most recent review conducted under clause 3.18GA.1.

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| **Explanatory Note**  Clause 3.18G.2 requires the ERA to publish a report following completion of its economic study on the impact of Network Operator Outages on the market against the Wholesale Market Objectives. |

3.18G.2. At the conclusion of a review under clause 3.18G.1, Economic Regulation Authority must publish:

(a) the inputs and results of the economic study;

(b) all submissions received by Rule Participants as part of a consultation process conducted by the Economic Regulation Authority and any responses to issues raised in those submissions; and

(c) a report containing any recommended changes, formulated as one or more WEM Rule Change Proposals , recommended WEM Procedure changes or recommended changes to other relevant instruments (e.g. Access Code).

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| **Explanatory Note**  Clause 3.18G.3 requires the ERA to submit a Rule Change Proposal or initiate a Procedure Change Process with respect to any recommended changes in its report. |

3.18G.3. If the Economic Regulation Authority recommends any changes to the WEM Rules or WEM Procedures in a report published under clause 3.18G.2(c), the Economic Regulation Authority must submit a Rule Change Proposal in accordance with clause 2.5.1 to effect the change.

3.18GA. Coordinator Review of Outage Planning Process

3.18GA.1. At least once in every five year period starting the New WEM Commencement Day, the Coordinator, with the assistance of BANANAS, must conduct a review of the Outage planning process against the Wholesale Market Objectives. At a minimum, the review must include:

(a) a technical study of the effectiveness of the Outage Evaluation Criteria; and

(b) a public consultation process with Rule Participants,

and must have regard to the most recent review conducted under clause 3.18G.1.

3.18GA.2. At the conclusion of a review under clause 3.18GA.1, the Coordinator must publish:

(a) the inputs and results of the technical study;

(b) all submissions received by Rule Participants as part of the consultation process and any responses to issues raised in those submissions; and

(c) a report containing any recommended changes to the Outage planning process, formulated as one or more WEM Rule Change Proposals, recommended WEM Procedure changes or recommended changes to other relevant instruments (e.g. Access Code).

3.18GA.3. If the Coordinator recommends any changes to the WEM Rules in a report published under clause 3.18GA.2(c), the Coordinator must progress a Rule Change Proposal in accordance with clause 2.5.1 to effect the change.

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| **Explanatory Note**  New section 3.18H sets out the obligations and requirements with respect to Outage compensation.  Market Participants will continue, subject to the same existing conditions, to be eligible for financial compensation in the event of late cancellation of an approved outage or recall of the Outage Facility to service. Network Operators will be unable to claim compensation in the event of late cancellation of an approved outage or recall.  The amount of compensation, including when it will be paid, is moved from existing clause 3.19.12(f) to Chapter 9 – Settlement. |

3.18H. Outage Compensation

3.18H.1. Where BANANAS rejects a Planned Outage within 48 hours of the Outage Commencement Interval for the Outage Plan then, subject to clause 3.18H.2, the Market Participant (“**the claimant**”) may claim compensation from BANANAS.

3.18H.2. Compensation will only be paid if the Outage Plan rejected by BANANAS under clause 3.18H.1 had an Outage Plan First Submission Date that was at least one year in advance of the Outage Commencement Interval for the Outage Plan.

3.18H.3. Compensation will be limited to the additional maintenance costs directly incurred by the claimant by BANANAS rejecting the relevant Outage Plan. For the avoidance of doubt, compensation will not be paid for Opportunistic Maintenance.

3.18H.4. A claimant wishing to make a claim for compensation under clause 3.18H.1 must submit a written request to BANANAS within three months of BANANAS’s decision to reject the approved Outage Plan, and provide invoices and other documents evidencing the costs referred to in clause 3.18H.3.

3.18H.5. BANANAS must in respect of a claim for compensation under clause 3.18H.1:

(a) determine the amount of compensation to be paid to a claimant, within one month of BANANAS receiving the claim;

(b) notify the claimant of the amount determined and the reasons for its decision; and

(c) calculate the amount of compensation on a per Trading Interval basis for the purposes of clause 9.11.4 for every Trading Interval covered by the Outage Period.

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| **Explanatory Note**  Outage Intention Plans will replace the somewhat unclear current PASA framework provisions which allow BANANAS to require Market Participants to provide information about their future availability.  Market Participants and Network Operators will be required to submit a yearly Outage Intention Plan to BANANAS. The information provided in each Outage Intention Plan is less than that required for an Outage, and will be specified in a WEM Procedure.  BANANAS will be required to develop and publish an Annual Consolidated Outage Intention Plan for information purposes. It will not be binding on Equipment List Facilities and Self-Scheduling Outage Facilities. A Market Participant may still submit an Outage Plan for approval up to three years ahead.  The intention is that Outage Intention Plans will be used by all Market Participants and Network Operators to plan Outages, with any conflicts to be resolved before BANANAS publishes an Annual Consolidated Outage Intention Plan.  The intention is for BANANAS to publish Annual Consolidated Outage Plans for the 2024 calendar year which will require Market Participants and Network Operators to submit Outage Intention Plans from 2023 – transitional provisions will deal with implementation timing.  This section 3.19 replaces the existing section 3.19. |

3.19. Outage Intention Plans

3.19.1. Subject to clause 3.19.3, Market Participants and Network Operators must submit an Outage Intention Plan that complies with the requirements contained in the WEM Procedure referred to in clause 3.19.11 to BANANAS by 1 March annually. An Outage Intention Plan:

(a) must represent the Market Participant's or Network Operator's reasonable estimate of its expected Outages for the following calendar year; and

(b) is not binding on BANANAS, the Market Participants or Network Operators.

3.19.2. A Market Participant or Network Operator may revise an Outage Intention Plan submitted in accordance with clause 3.19.1 before 1 March annually.

3.19.3. A Market Participant and a Network Operator is not required to comply with this section 3.19 in relation to a Self-Scheduling Outage Facility unless directed by BANANAS in accordance with clause 3.19.4.

3.19.4 BANANAS may direct a Self-Scheduling Outage Facility that is required to comply with this section 3.19.

3.19.5. BANANAS must confirm receipt of an Outage Intention Plan or a revised Outage Intention Plan submitted by a Market Participant or a Network Operator in accordance with clause 3.19.1, 3.19.2 or 3.19.9, as applicable.

3.19.6. BANANAS must consider all validly submitted Outage Intention Plans for the relevant year and develop and publish an Interim Annual Consolidated Outage Intention Plan for the following calendar year in accordance with the WEM Procedure referred to in clause 3.19.11 by 1 May each year.

3.19.7. BANANAS may use and consider any relevant information held by it or matters it deems relevant in considering Outage Intention Plans submitted by Market Participants and Network Operators and developing an Interim Annual Consolidated Outage Intention Plan or a Final Annual Consolidated Outage Intention Plan.

3.19.8. In the event that Outage Intention Plans validly submitted by Market Participants or Network Operators under clauses 3.19.1, 3.19.2 or 3.19.9 conflict, BANANAS must notify the affected Market Participants or Network Operators.

3.19.9. A Market Participant or Network Operator may revise, resubmit or withdraw an Outage Intention Plan following publication of the Interim Annual Consolidated Outage Intention Plan under clause 3.19.6 by 1 July the same year.

3.19.10. BANANAS must publish the Final Annual Consolidated Outage Intention Plan for the following calendar year by 1 September annually.

3.19.11. BANANAS must develop and maintain a WEM Procedure that:

(a) specifies the information that must be included in an Outage Intention Plan;

(b) sets out the process BANANAS will follow in carrying out an Interim Annual Consolidated Outage Intention Plan and Final Annual Consolidated Outage Intention Plan, including the methodology and timetable to develop the Interim Annual Consolidated Outage Intention Plan and Final Annual Consolidated Outage Intention Plan; and

(c) the process and requirements for the revision and resubmission of Outage Intention Plans under clause 3.19.9.

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| **Explanatory Note**  The amendments to replacement clause 3.20.1 are consequential amendments resulting from the new Operating States.  Clause 3.20.1 is further amended to clarify that BANANAS cannot “reject” a Planned Outage once it has commenced but can issue an Outage Recall Direction to return the Outage Facility to service early. |

3.20. Outage Recall

3.20.1 In order to maintain Power System Security or Power System Reliability, BANANAS may, during the Outage Period for a Planned Outage, direct a Market Participant or Network Operator to return an Outage Facility to service in accordance with the relevant Outage Contingency Plan, or take other measures contained in the relevant Outage Contingency Plan ("**Outage Recall Direction**")

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| **Explanatory Note**  Clause 3.20.2 is amended to clarify that Rule Participants are required to revise their Outage Plans following an Outage Recall Direction to reflect the correct completion time, but are not required to withdraw the Outage Plan.  Clause 3.20.2 is a civil penalty provision. |

3.20.2. Subject to clause 3.20.3, Market Participants and Network Operators must comply with an Outage Recall Direction issued by BANANAS under clause 3.20.1 and revise the relevant Outage Plan as soon as practicable.

3.20.3. Market Participants and Network Operators must comply with an Outage Recall Direction issued by BANANAS under clause 3.20.1 unless such compliance would endanger the safety of any person, damage equipment, or violate any applicable law.

3.20.4. Where a Market Participant or a Network Operator cannot comply with an Outage Recall Direction issued by BANANAS under clause 3.20.1, the Market Participant or Network Operator must notify BANANAS as soon as practicable and provide the reasons why it cannot comply with the direction which must be a reason described in clause 3.20.3.

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| **Explanatory Note**  Section 3.21 is deleted and replaced with new provisions addressing Forced Outages only. |

3.21. Forced Outages and Outage Quantity Calculations

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| **Explanatory Note**  Clause 3.21.1 defines a Forced Outage and is equivalent to existing clause 3.21.1. Clause 3.21.1 is further amended to correct a clause reference error in clause 3.21.1(a) and use the correct defined term in clause 3.21.1(b). |

3.21.1. A Forced Outage is any Outage, or part of any Outage, of an Outage Facility that has not been approved by BANANAS, including:

(a) Outages as a result of:

i. a direction from BANANAS under clause 2.28.3B; or

ii. a non-compliance with a Registered Generator Performance Standard;

(b) any Dispatch Intervals of an Outage that commence prior to its approved Outage Commencement Interval, or extend beyond its approved Outage Completion Interval; and

(c) where the Market Participant or Network Operator does not follow an Outage Recall Direction from BANANAS to return the equipment to service within the time specified in the Outage Contingency Plan,

but does not include Outages of a Facility that occur within a period in which the Facility is subject to an approved Commissioning Test Plan and are caused by a failure of the Facility’s equipment during that Commissioning Test Period.

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| **Explanatory Note**  Clause 3.21.2(a) is equivalent to existing clause 3.21.4 and is intended to be a Category C civil penalty provision. Clause 3.21.2(a) is amended to align generally with the quantities and structure of data provided for an Outage Plan under clause 3.18B.3, accounting for necessary differences with Forced Outages such as including the cause of the outage.  Clause 3.21.2(b) requires full preliminary Forced Outage notification information to be provided to BANANAS. The intent is to provide as much information as is known within 24 hours so other Rule Participants are aware.  Clause 3.21.2(b) is amended to clarify that the Rule Participant’s obligation is provide the information specified in clause 3.21.2(a) as well as the time that this information was first notified to BANANAS, to support transparency and compliance monitoring. The clause has also been restructured for ease of reading.  Clause 3.21.2(c) is equivalent to existing clause 3.21.7, requiring full details to the Forced Outage notification information including any amendments to be provided to BANANAS. |

3.21.2. If an Outage Facility suffers, or will suffer, a Forced Outage, the relevant Market Participant or Network Operator must:

(a) as soon as practicable after the Market Participant or Network Operator becomes aware of the Forced Outage, notify BANANAS in accordance with the WEM Procedure referred to in clause 3.21.10 of:

i. the Outage Facility affected by the Outage and, where relevant, each Facility Technology Type of the Outage Facility affected by the Outage;

ii. the Outage Capabilities affected by the Outage for the Outage Facility and for each Facility Technology Type of the Outage Facility;

iii. the cause of the Outage;

iv. the date and time the Outage commenced or is expected to commence;

v. the date and time the Outage ended or is expected to end;

vi. where relevant, an estimate of the Remaining Available Capacity of each Outage Capability for the Outage Facility;

vii. where relevant, an estimate of the Remaining Available Capacity for each Facility Technology Type of the Outage Facility; and

viii. any other details specified in the WEM Procedure referred to in clause 3.21.10;

(b) provide BANANAS with full available details of the Forced Outage referred to in clause 3.21.2(a), as well as the time that the information required in clause 3.21.2(a) was first notified to BANANAS, in accordance with the WEM Procedure referred to in clause 3.21.10:

i. as soon as practicable;

ii. using best endeavours to provide BANANAS with the full available details within 24 hours of the Forced Outage occurring; and

iii. in all cases no later than the end of the next Business Day of the Forced Outage occurring;

(c) must inform BANANAS of any material change to the information provided under this clause as soon as practicable after becoming aware of that change, in the manner prescribed in the WEM Procedure referred to in clause 3.21.10; and

(d) notwithstanding the requirements of this clause 3.21.2, in respect of each affected Trading Day, as soon as practicable, and in any case no later than the end of the day that is fifteen calendar days after the day on which the Trading Day ends, provide BANANAS with any further information or changes to the Forced Outage notification information provided under clause 3.21.2(b).

3.21.3. Where additional information relating to a Forced Outage becomes available after the timeframes specified in clause 3.21.2:

(a) if the additional information is held by a Market Participant or Network Operator, the Market Participant or Network Operator must notify BANANAS of the additional information as soon as practicable;

(b) BANANAS may require a Market Participant or Network Operator to submit a Forced Outage reflecting that additional information; and

(c) a Market Participant or Network Operator may request BANANAS to allow it to enter or revise a Forced Outage in order to reflect that additional information, including where that may result in the Forced Outage being withdrawn.

3.21.4. Where BANANAS receives a request under 3.21.3(c), BANANAS must review the information provided by the Market Participant or Network Operator and determine whether there is sufficient evidence to support the Forced Outage being revised or withdrawn, and must notify the Market Participant or Network Operator of its determination as soon as practicable.

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| **Explanatory Note**  Clause 3.21.5 is equivalent to existing clause 3.21.3. |

3.21.5. BANANAS must keep a record of all Forced Outages of which it is notified of under clause 3.21.2(a) or otherwise made aware.

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| **Explanatory Note**  Clause 3.21.6 sets out the formula for determining the Outage quantity for use in calculating the capacity adjusted outage quantities in subsequent formulas.  Further amendments to clause 3.21.6 to clarify that:   * the calculations (which are used as input to CAPO/CAFO calculations) are only required for Separately Certified Components that are Non‑Intermittent Generating Systems or Electric Storage Resources; * the maximum capacity figures for each Separately Certified Component are as per the relevant Standing Data quantities, which are based on sent-out quantities and, for an Electric Storage Resource, relate to the maximum quantity that can be delivered continuously for the full Electric Storage Resource Obligation Duration; and * the Remaining Available Capacity figures for each Separately Certified Component relate to sent-out figures that are net of other loads behind the connection point and, for an Electric Storage Resource, relate to the maximum quantity that can be delivered continuously for the full Electric Storage Resource Obligation Duration. * restructure the clause as a definition of a quantity calculated for a Planned Outage or Forced Outage (“Outage Quantity”) rather than a specific obligation on BANANAS to determine the quantity (which could be interpreted as meaning that BANANAS only needed to determine the quantity for Dispatch Interval once); and * further clarify how the inputs to the calculations are determined. |

3.21.6. The Outage Quantity for a Planned Outage or Forced Outage o of a Separately Certified Component c of a Registered Facility that is a Non‑Intermittent Generating System or Electric Storage Resource for a Dispatch Interval DI that is included in Planned Outage or Forced Outage o is:

where:

(a) PrevRAC(c,DI,o) is equal to:

i. MaxCap(c,DI), if Planned Outage or Forced Outage o was the first relevant outage to be submitted; or

ii. otherwise, the applicable Remaining Available Capacity for the relevant outage that was submitted most recently prior to the submission time of Planned Outage or Forced Outage o,

where relevant outage means a Planned Outage or Forced Outage for energy for Separately Certified Component c that includes Dispatch Interval DI;

(b) RAC(c,DI,o) is the applicable Remaining Available Capacity for Planned Outage or Forced Outage o;

(c) MaxCap(c,DI) is:

i. if Separately Certified Component c is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non-Intermittent Generating System under optimal conditions, as specified under Appendix 1(b)(x) or Appendix 1(c)(x) as applicable; or

ii. if Separately Certified Component c is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from the Electric Storage Resource under optimal conditions, as specified under Appendix 1(b)(xii) or Appendix 1(c)(xii) as applicable; and

(d) the applicable Remaining Available Capacity for a Planned Outage or Forced Outage is the Remaining Available Capacity under the Planned Outage or Forced Outage for Separately Certified Component c in Dispatch Interval DI for the applicable energy Outage Capability, which is:

i. if Separately Certified Component c is a Non-Intermittent Generating System, sent out capacity, net of embedded and Parasitic Loads, available for supply to the relevant Network from the Non-Intermittent Generating System; or

ii. if Separately Certified Component c is an Electric Storage Resource, sent out capacity, net of embedded and Parasitic Loads, available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from the Electric Storage Resource.

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| **Explanatory Note**  Clause 3.21.7 sets out the formula for determining the Capacity Adjusted Forced Outage Quantity which is used in other calculations relating to the obligations associated with Reserve Capacity .  Clauses 3.21.7 to 3.21.8B are amended and new clause 3.21.8C added to improve clarity, apply standard formatting and ensure that all the required capacity adjusted outage quantities are defined.  Clause 3.21.7 is further amended to:   * explicitly set CAFO(c,DI) to zero for Intermittent Generating Systems; * clarify the source of the maximum capacity values used in the calculations for Non‑Intermittent Generating Systems and Electric Storage Resources; and * use the new defined term Outage Quantity. |

3.21.7. The Capacity Adjusted Forced Outage Quantity for Dispatch Interval DI for Separately Certified Component c of a Registered Facility is:

(a) where Separately Certified Component c is an Intermittent Generating System:

(b) otherwise:

where:

i. o ∈ FO denotes all Forced Outages o for Separately Certified Component c that include Dispatch Interval DI;

ii. Q(c,DI,o) is the Outage Quantity for Outage o of Separately Certified Component c in Dispatch Interval DI as calculated in clause 3.21.6;

iii. MaxCap(c,DI) is:

1. if Separately Certified Component c is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non-Intermittent Generating System under optimal conditions, as specified under Appendix 1(b)(x) or Appendix 1(c)(x) as applicable; or

2. if Separately Certified Component c is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from the Electric Storage Resource under optimal conditions, as specified under Appendix 1(b)(xii) or Appendix 1(c)(xii) as applicable; and

iv. DefRCOQ(c,DI) is the Reserve Capacity Obligation Quantity that would apply to Separately Certified Component c in Dispatch Interval DI if the Separately Certified Component was not subject to an Outage or an approved Commissioning Test Plan.

3.21.7A. The Capacity Adjusted Forced Outage Quantity for Trading Interval t for Separately Certified Component c of a Registered Facility is:

where:

(a) DI ∈ t denotes all Dispatch Intervals DI in Trading Interval t; and

(b) CAFO(c,DI) is the Capacity Adjusted Forced Outage Quantity for Separately Certified Component c in Dispatch Interval DI as calculated in clause 3.21.7.

3.21.7B. The Capacity Adjusted Forced Outage Quantity for Trading Interval t for Registered Facility f is:

(a) where no Capacity Credits are assigned to Registered Facility f in Trading Interval t or Registered Facility f is a Non-Scheduled Facility:

(b) otherwise:

where:

i. c ∈ f denotes all Separately Certified Components c of Facility f; and

ii. CAFO(c,t) is the Capacity Adjusted Forced Outage Quantity for Separately Certified Component c in Trading Interval t as calculated in clause 3.21.7A.

3.21.7C. The Capacity Adjusted Forced Outage Quantity for Dispatch Interval DI for Registered Facility f is:

(a) where no Capacity Credits are assigned to Registered Facility f in Dispatch Interval DI or Registered Facility f is a Non-Scheduled Facility:

(b) otherwise:

where:

i. c ∈ f denotes all Separately Certified Components c of Facility f; and

ii. CAFO(c,DI) is the Capacity Adjusted Forced Outage Quantity for Separately Certified Component c in Dispatch Interval DI as calculated in clause 3.21.7.

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| **Explanatory Note**  Clause 3.21.8 sets out the formula for determining the Capacity Adjusted Planned Outage Quantity for use in other calculations relating to the obligations associated with Reserve Capacity.  Clause 3.21.8 is further amended to:   * explicitly set CAPO(c,DI) to zero for Intermittent Generating Systems; * clarify the source of the maximum capacity values used in the calculations for Non‑Intermittent Generating Systems and Electric Storage Resources; and * use the new defined term Outage Quantity. |

3.21.8. The Capacity Adjusted Planned Outage Quantity for Dispatch Interval DI for Separately Certified Component c of a Registered Facility is:

(a) where Separately Certified Component c is an Intermittent Generating System:

(b) otherwise:

where:

i. o ∈ PO denotes all Planned Outages o for Separately Certified Component c that include Dispatch Interval DI;

ii. o ∈ FO denotes all Forced Outages o for Separately Certified Component c that include Dispatch Interval DI;

iii. Q(c,DI,o) is the Outage Quantity for Outage o of Separately Certified Component c in Dispatch Interval DI as calculated in clause 3.21.6;

iv. MaxCap(c,DI) is:

1. if Separately Certified Component c is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non-Intermittent Generating System under optimal conditions, as specified under Appendix 1(b)(x) or Appendix 1(c)(x) as applicable; or

2. if Separately Certified Component c is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from the Electric Storage Resource under optimal conditions, as specified under Appendix 1(b)(xii) or Appendix 1(c)(xii) as applicable; and

v. DefRCOQ(c,DI) is the Reserve Capacity Obligation Quantity that would apply to Separately Certified Component c in Dispatch Interval DI if the Separately Certified Component was not subject to an Outage or an approved Commissioning Test Plan.

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| **Explanatory Note**  Clause 3.21.8A is amended so the definition of CAOPO(c,t) refers correctly to Capacity Adjusted Planned Outage Quantity. |

3.21.8A. The Capacity Adjusted Planned Outage Quantity for Trading Interval t for Separately Certified Component c of a Registered Facility is:

where:

(a) DI ∈ t denotes all Dispatch Intervals DI in Trading Interval t; and

(b) CAPO(c,DI) is the Capacity Adjusted Planned Outage Quantity for Separately Certified Component c in Dispatch Interval DI as calculated in clause 3.21.8.

3.21.8B. The Capacity Adjusted Planned Outage Quantity for Trading Interval t for Registered Facility f is:

(a) where no Capacity Credits are assigned to Registered Facility f in Trading Interval t or Registered Facility f is a Non-Scheduled Facility:

(b) otherwise:

where:

i. c ∈ f denotes all Separately Certified Components c of Facility f; and

ii. CAPO(c,t) is the Capacity Adjusted Planned Outage Quantity for Separately Certified Component c in Trading Interval t as calculated in clause 3.21.8A.

3.21.8C. The Capacity Adjusted Planned Outage Quantity for Dispatch Interval DI for Registered Facility f is:

(a) where no Capacity Credits are assigned to Registered Facility f in Dispatch Interval DI or Registered Facility f is a Non-Scheduled Facility:

(b) otherwise:

where:

i. c ∈ f denotes all Separately Certified Components c of Facility f; and

ii. CAPO(c,DI) is the Capacity Adjusted Planned Outage Quantity for Separately Certified Component c in Dispatch Interval DI as calculated in clause 3.21.8.

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| **Explanatory Note**  Clause 3.21.9 is no longer required because the definition of DefRCOQ in the capacity adjusted outage quantity calculations incorporates the required temperature-related adjustment. |

3.21.9. [Blank]

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| **Explanatory Note**  Clause 3.21.10 is equivalent to existing clause 3.21.12. |

3.21.10. BANANAS must document the processes to be followed in reporting Forced Outages, including the determination of Forced Outage quantities pursuant to clause 4.26.1J, in a WEM Procedure.

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| **Explanatory Note**  Commissioning tests are required to support the reliable operation of Facilities and equipment, and to confirm the capability of Facilities and equipment to meet certain standards and provide certain services. Required tests can also create risks to power system security and reliability, and so must be planned and coordinated. The existing commissioning test arrangements are cumbersome and don’t allow for flexibility in adjusting tests close to real time. Testing often requires coordination between BANANAS and the Network Operator and the current process can be confusing for Market Participants, including understanding the information required and when it is required.  Existing section 3.21A is deleted and replaced with a new section 3.21A that:   * clarifies the various types of tests for which BANANAS’s approval is required; * clarifies the submission timelines for various types of tests, allowing for varying timelines; * clarifies the information requirements and approval process; and * allows certain flexibility to accommodate real-time testing requirements. |

Commissioning Tests

Commissioning Test

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| **Explanatory Note**  Clause 3.21A.1 is intended to be a civil penalty provision. |

3.21A.1. A Market Participant intending to conduct a Commissioning Test must only conduct the Commissioning Test under a Commissioning Test Plan approved by BANANAS.

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| **Explanatory Note**  Clause 3.21A.2 specifies the deadline for requesting initial approval for a Commissioning Test Plan. The 65 business days represents the longest deadline. There will be shorter deadlines for specific tests which are specified in the WEM Procedure. |

3.21A.2. Other than as permitted under clause 3.21A.15A, a Market Participant requesting approval of a Commissioning Test Plan must submit the Commissioning Test Plan to BANANAS for approval at least 7 Business Days before the start of the Commissioning Test Period, and in accordance with any additional timeframes for categories of Commissioning Test Plans specified in the WEM Procedure referred to in clause 3.21A.27.

3.21A.3. A Commissioning Test Plan submitted by a Market Participant must represent the good faith intention of the Market Participant to conduct the Commissioning Test.

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| **Explanatory Note**  Clause 3.21A.4 provides the mechanism for a Market Participant to notify affected Rule Participants to allow coordination and assessment to take place. |

3.21A.4. Following submission of a Commissioning Test Plan to BANANAS for approval, where the Market Participant that submitted the Commissioning Test Plan reasonably believes that the Commissioning Test Plan will require coordination with a Network Operator, the Market Participant must:

(a) promptly notify the relevant Network Operator to inform them of the Commissioning Test Plan submission; and

(b) provide details to the relevant Network Operator of the relevant Commissioning Tests requiring coordination.

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| **Explanatory Note**  Clause 3.21A.5 details when a Commissioning Test Plan is required. |

3.21A.5. BANANAS must specify which activities must occur under a Commissioning Test Plan (“**Commissioning Tests**”) in the WEM Procedure referred to in clause 3.21A.27, which must include activities conducted for any of the following reasons:

(a) for a Facility that has undergone significant maintenance as described in the WEM Procedure referred to in clause 3.21A.27(a);

(b) to test the control, monitoring or communications systems for a Facility;

(c) for a Facility to demonstrate compliance with Registered Generator Performance Standards under Chapter 3A;

(d) for a Facility to demonstrate its capability to be accredited, or continue to be accredited, to provide Essential System Services under section 2.34A; or

(e) any other reason specified in the WEM Procedure referred to in clause 3.21A.27 that has the potential to impact Power System Security or Power System Reliability.

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| **Explanatory Note**  Clause 3.21A.6 reflects the existing clause 3.21A.14. |

3.21A.6. A Commissioning Test for an Outage Facility may cover periods in which some or all of the Outage Capabilities of the Outage Facility is subject to a Planned Outage or Forced Outage.

Requirements on information when submitting Commissioning Test Plan

3.21A.7. A Commissioning Test Plan must include:

(a) the name of the Facility or equipment to be tested;

(b) the purpose of the testing;

(c) details of any contracts or agreements relevant to testing activities;

(d) details of the proposed Commissioning Test Period, including the start and end Dispatch Intervals, and the preferred dates and times over which the proposed Commissioning Tests will occur;

(e) where applicable, any alternative periods within the Commissioning Test Period over which the proposed Commissioning Tests could be conducted;

(f) where relevant, details of any conditions that are required to be met prior to, or in order to conduct, the Commissioning Tests;

(g) contact details for the relevant contact persons who will be involved in the test activities in respect of the Facility to be tested, where such persons must be contactable by BANANAS during all Dispatch Intervals during the Commissioning Test Period, and methods of communication with those persons;

(h) any other information specified by BANANAS in the WEM Procedure referred to in clause 3.21A.27; and

(i) details of the Commissioning Tests.

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| **Explanatory Note**  Clause 3.21A.8 makes it clear that BANANAS is not required to assess Commissioning Test Plans where it does not have sufficient time or information. The clause is similar to the existing clause 3.21A.7. |

Commissioning Test Plan Approval

3.21A.8. BANANAS is not required to assess, and may reject, a Commissioning Test Plan where it reasonably considers that:

(a) inadequate information is provided in the Commissioning Test Plan;

(b) there is insufficient time to consider a revision to the Commissioning Test Plan in accordance with the WEM Procedure referred to in clause 3.21A.27; or

(c) the initial submission is not in accordance with the submission timeframes specified in clause 3.21A.2.

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| **Explanatory Note**  Clause 3.21A.9 specifies when BANANAS must approve a Commissioning Test Plan. The clause is similar to the existing clause 3.21A.7. |

3.21A.9. Subject to clause 3.21A.13, BANANAS must approve a Commissioning Test Plan that is made and submitted in accordance with this section 3.21A, unless, in its opinion, conducting the proposed Commissioning Tests, including at the proposed time and any alternative times in the Commissioning Test Plan, is likely to adversely affect Power System Security or Power System Reliability.

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| **Explanatory Note**  Clauses 3.21A.10 to 3.21A.15 allow for BANANAS to coordinate with the Market Participant and any relevant Network Operator on the details of the Commissioning Test Plan and included Commissioning Tests, to allow for the Market Participant to revise details of the Commissioning Test Plan and to allow for re-assessment of the Commissioning Test Plan by BANANAS.  Clause 3.21A.12 is intended to cover the situation where the Commissioning Test Plan as a whole is no longer intended to be conducted. |

3.21A.10. Where BANANAS considers that the conditions in respect of a Commissioning Test Plan have changed, or are likely to change, BANANAS may re-assess a Commissioning Test Plan that has been approved to determine if, as a result of the changes or likely changes, it should remain approved.

3.21A.11. BANANAS may reject a Commissioning Test Plan that has been approved where BANANAS considers that, as a result of the change or likely change to conditions, conducting the Commissioning Test or Commissioning Tests are likely to adversely affect Power System Security or Power System Reliability.

3.21A.12. A Market Participant that has submitted a Commissioning Test Plan that no longer intends to conduct the Commissioning Test Plan must withdraw the Commissioning Test Plan.

3.21A.13. BANANAS may coordinate with a Market Participant that has submitted a Commissioning Test Plan and any relevant Network Operator in order to determine conditions for conducting the Commissioning Test Plan that BANANAS considers are more suitable for maintaining Power System Security and Power System Reliability.

3.21A.14. BANANAS may share details of a Commissioning Test Plan and details of any associated Commissioning Tests with a relevant Network Operator for the purposes of coordinating the Commissioning Test Plan.

3.21A.15. A Market Participant that has submitted a Commissioning Test Plan may revise the details of the Commissioning Test Plan and, where those revised details include modified Commissioning Tests or a revised Commissioning Test Period, BANANAS must re-assess the Commissioning Test Plan and, subject to clause 3.21A.13, determine whether the Commissioning Test Plan is rejected or can remain approved.

3.21A.15A. A Market Participant must submit a revised Commissioning Test Plan to BANANAS for approval in accordance with the timeframes specified in the WEM Procedure referred to in clause 3.21A.27.

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| **Explanatory Note**  Clause 3.21A.16 is consistent with the requirement for BANANAS to approve a Commissioning Test in that if the test is likely to adversely affect Power System Security or Power System Reliability then BANANAS may stop, reschedule or cancel the test. It is similar to existing clause 3.21A.11(a). |

3.21A.16. BANANAS may stop, reschedule or cancel a Commissioning Test under an approved Commissioning Test Plan at any time if it determines that conducting, or continuing to conduct, the Commissioning Test is likely to adversely affect Power System Security or Power System Reliability.

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| **Explanatory Note**  Clause 3.21A.17 replaces the obligations on BANANAS under existing clause 3.21A.9 and clause 3.21.10. |

3.21A.17. Where BANANAS:

(a) rejects a Commissioning Test Plan under clause 3.21A.8;

(b) rejects a Commissioning Test Plan under clause 3.21A.9;

(c) rejects a Commissioning Test Plan under clause 3.21A.11; or

(d) stops, reschedules or cancels a Commissioning Test under clause 3.21A.16,

BANANAS must notify the relevant Market Participant as soon as practicable, provide reasons for its decision and use best endeavours to agree an alternative time for the Commissioning Test or Commissioning Test Plan as applicable.

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| **Explanatory Note**  Clause 3.21A.18 replaces the obligations on BANANAS under existing clause 3.21A.8. |

3.21A.18. BANANAS must not show bias towards a Market Participant in regard to approving or rejecting a Commissioning Test Plan.

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| **Explanatory Note**  Clause 3.21A.19 replaces the obligations on BANANAS under existing clause 3.21A.9. BANANAS's obligation to notify the Market Participant is now at least 2 days prior to the start of the Commissioning Test Period and is intended to cover the situation where a particular Commissioning Test within a Commissioning Test Plan is no longer being conducted. |

3.21A.19. BANANAS must notify a Market Participant as to whether it has approved or rejected a Commissioning Test Plan in accordance with the timelines specified in the WEM Procedure referred to in clause 3.21A.27, where a Commissioning Test Plan has yet to commence and this must be no later than 48 hours before the start of the proposed Commissioning Test Period.

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| **Explanatory Note**  Clause 3.21A.20 consolidates existing clauses 3.21A.6 and 3.21A.11(b).  This clause is intended to be a Category C civil penalty provision. |

3.21A.20. Where a Market Participant no longer intends to conduct a Commissioning Test under a Commissioning Test Plan that has been:

(a) submitted to BANANAS for approval; or

(b) approved by BANANAS,

the Market Participant must notify BANANAS as soon as practicable and revise or withdraw the Commissioning Test Plan as required.

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| **Explanatory Note**  Clause 3.21A.21 replaces the obligation on BANANAS in existing clause 3.21A.11(b). It also requires BANANAS to update the report BANANAS must provide under clause 3.21A.22. |

3.21A.21. On receipt of notification from a Market Participant under clause 3.21A.20, BANANAS must:

(a) reassess a revised Commissioning Test Plan; and

(b) update the relevant report referred to in clause 3.21A.22 to reflect the changed status of the Commissioning Test Plan.

Requirement to publish Commissioning Test Plan

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| **Explanatory Note**  Clause 3.21A.22 introduces a new obligation on BANANAS to publish approved Commissioning Test Plans in order to increase transparency in the WEM. |

3.21A.22 BANANAS must publish on the WEM Website and keep up to date information on each Commissioning Test Plan that BANANAS approves, including:

(a) the status of the Commissioning Test Plan, including whether the Commissioning Test Plan has been withdrawn or has subsequently been rejected; and

(b) summary details of the Commissioning Test Plans as described in the WEM Procedure in clause 3.21A.27, which must include:

i. the name of the Facility;

ii. the Commissioning Test Period; and

iii. the purpose of the testing.

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| **Explanatory Note**  Clause 3.21A.23 specifies the deadlines for publication and updates to the Commissioning Test Plan report by BANANAS. |

3.21A.23. The information published under clause 3.21A.22 must be published or updated, as applicable, as soon as practicable after, as relevant:

(a) the Commissioning Test Plan was approved by BANANAS;

(b) the Commissioning Test Plan was rejected or withdrawn; or

(c) where revisions have been made to the Commissioning Test Plan, the most recent revision of the Commissioning Test Plan was approved.

Requirements for undertaking a Commissioning Test

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| **Explanatory Note**  Clause 3.21A.24 is intended to be a civil penalty provision. |

3.21A.24. In conducting a Commissioning Test a Market Participant must conform to the approved Commissioning Test Plan.

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| **Explanatory Note**  Clause 3.21A.25 replaces the existing clause 3.21A.13.  Clause 3.21A.25 is intended to be a civil penalty provision. |

3.21A.25. If a Market Participant intending to conduct or conducting a Commissioning Test cannot conform to the Commissioning Test Plan approved by BANANAS for the Commissioning Test, the Market Participant must notify BANANAS as soon as practicable.

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| **Explanatory Note**  Clause 3.21A.26 provides for the potential for additional requirements for Commissioning Tests for electrical plant as such tests may impact the system operating state. |

3.21A.26. Where specified in the WEM Procedure referred to in clause 3.21A.27, Market Participants must conduct Commissioning Tests in accordance with the requirements specified in that WEM Procedure.

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| **Explanatory Note**  To ensure there is flexibility in the Commissioning Test Plan regime, clause 3.21A.27 sets out a broad head of power for BANANAS to create a WEM Procedure setting out the details of submitting and approving Commissioning Test Plans. |

3.21A.27. BANANAS must document the following in a WEM Procedure:

(a) a description of the activities that BANANAS consider would constitute a Commissioning Test and therefore require submission of a Commissioning Test Plan under this section 3.21A, including a categorisation of the type of Commissioning Test or Commissioning Test Plan that BANANAS reasonably considers would allow a Market Participant to determine the timeframes and processes applicable to a Commissioning Test Plan or Commissioning Test;

(b) any additional information required to be contained in a Commissioning Test Plan;

(c) the timelines for submitting and revising different categories of Commissioning Test Plans to BANANAS, where the timelines must be no longer than 65 days;

(d) the criteria BANANAS will use to assess whether to approve or reject a Commissioning Test Plan and to stop, reschedule or cancel a Commissioning Test in a Commissioning Test Plan;

(e) the process for notifying:

i. whether the Commissioning Test Plan has been rejected under clause 3.21A.8;

ii. whether the Commissioning Test Plan has been approved under clause 3.21A.9 and if the Commissioning Test Plan is approved, the minimum information that must be provided to the Market Participant which must include the approved dates and times where alternatives are specified in the submitted Commissioning Test Plan; or

iii. whether a Commissioning Test within the Commissioning Test Plan has been stopped, rescheduled or cancelled under clause 3.21A.16;

(f) the process for rescheduling a Commissioning Test within the Commissioning Test Period, including the process for Market Participants and BANANAS to agree to a new date and time for the Commissioning Test;

(g) the process and timeframes for adjustments to an approved Commissioning Test Plan, including to the Commissioning Test Period;

(h) the summary details of a Commissioning Test Plan that BANANAS will publish on the WEM Website; and

(i) the requirements for undertaking a Commissioning Test, including, without limitation, any actions to be taken by a Market Participant before, during and on completion of the Commissioning Test.

Outage Data Publication

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| **Explanatory Note**  New replacement section 3.22 replaces existing clauses 7.13.1D to 7.13.1G.  Clause 3.22.1 is amended to clarify that BANANAS must publish Outage Plan information to the WEM Website following both submissions and revisions in its Outage computer system, and to specify the mandatory information that BANANAS must publish. |

3.22. Outage Data Publication

3.22.1. BANANAS must as soon as practicable after BANANAS receives an Outage Plan submission, or a change is made to an existing Outage Plan for an Equipment List Facility in its Outage computer system, publish the following details on the WEM Website:

(a) whether the submission or change is for Opportunistic Maintenance or not;

(b) the status of the Outage;

(c) the description of the Outage;

(d) the Outage First Submission Date, Outage Commencement Interval and Outage Completion Interval;

(e) the equipment impacted by the Outage, including, where relevant, the Facility name and Facility Technology Types for that Facility impacted by the Outage;

(f) summary details of the Contingency Plan;

(g) the Outage Return To Service Commencement Interval and Outage Return To Service Completion Interval for each Outage Return To Service Period listed in the Outage Plan;

(h) whether the Outage has been subject to an Outage Recall Direction;

(i) whether the Outage has been identified as at risk of rejection by BANANAS;

(j) the date and time when:

i. the Outage Plan was received by BANANAS or was subsequently revised by the Rule Participant responsible for the Outage Plan; or

ii. any amendment to the Outage status occurred;

(k) each Outage Capability impacted by the Outage and any associated Remaining Available Capacity quantities for the Outage Facility or the Facility Technology Types of the Outage Facility; and

(l) any other information specified in the WEM Procedure referred to in clause 3.18.4.

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| **Explanatory Note**  Clause 3.22.1A has been added to cater for when BANANAS rejects or recalls an Outage in operational timeframes. In these circumstances, updates will typically occur in the Outage computer system some time after the fact, and so this obligation requires BANANAS to publish, to the best of its ability, the actual time at which the direction to reject or recall the Outage was given. |

3.22.1A. Where BANANAS rejects an Outage Plan or issues an Outage Recall Direction outside of its Outage computer system, BANANAS must record its best estimate of when that decision was made and publish the estimated date and time of the decision as soon as practicable on the WEM Website.

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| **Explanatory Note**  Clause 3.22.2 is amended to specify that BANANAS is not required to publish Forced Outages of Self-Scheduling Outage Facilities.  Clause 3.22.2 is amended to clarify that BANANAS must publish Forced Outage information to the WEM Website following both submissions and revisions in its Outage computer system, and to specify the mandatory information that BANANAS must publish. |

3.22.2. BANANAS must, as soon as practicable after BANANAS receives a notification of a Forced Outage for an Equipment List Facility or a revision is made to an existing Forced Outage for an Equipment List Facility in its Outage computer system, publish on the WEM Website:

(a) the Outage Facility affected by the Outage and, where relevant, each Facility Technology Type of the Outage Facility affected by the Outage;

(b) the cause of the Outage;

(c) the date and time the Outage commenced or is expected to commence;

(d) the date and time the Outage ended or is expected to end;

(e) the date and time when:

i. BANANAS was first notified of the Outage under clause 3.21.2(a);

ii. the Outage was first reported in BANANAS’s Outage computer system; or

iii. any amendments to the Outage information were received by BANANAS;

(f) each Outage Capability impacted by the Outage and any associated Remaining Available Capacity quantities for the Outage Facility or the Facility Technology Types of the Outage Facility; and

(g) any other information specified in the WEM Procedure referred to in clause 3.18.4.

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| **Explanatory Note**  New clause 3.22.3 replaces clause 10.5.1(zI) in the current WEM Rules. |

3.22.3. BANANAS must prepare and publish on the WEM Website the Refund Exempt Planned Outage Count for each Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility for each of the 1000 Trading Days up to and including the most recent Trading Day which BANANAS has settled under Chapter 9.

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Distributed Energy Resources Register

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| **Explanatory Note**  Section 3.24 sets out the regime for BANANAS to establish, maintain and publish a Distributed Energy Resources Register. |

3.24. Distributed Energy Resources Register

3.24.1. On and from a day no earlier than the day that is six months after the day BANANAS develops the WEM Procedure referred to in clause 3.24.8, BANANAS must establish, maintain and update a DER Register.

3.24.2. The DER Register:

(a) must include DER Generation Information reported to BANANAS by Network Operators in accordance with clause 3.24.5; and

(b) may include information of a type similar to the information referred to in clause 3.24.2(a) provided to BANANAS by any person in connection with the performance of BANANAS's functions under the WEM Rules, Regulations or the Electricity Industry Act.

3.24.3. By no later than 30 September 2020, a Network Operator must provide BANANAS with all DER Generation Information that it holds in accordance with the WEM Procedure referred to in clause 3.24.8, or as otherwise agreed with BANANAS.

3.24.4. BANANAS will be taken to satisfy the requirement to establish and maintain a DER Register in clause 3.24.1 if it stores DER Register Information in one or more databases.

3.24.5. If a Network Operator receives DER Generation Information relating to connection points on its Network it must, in accordance with the WEM Procedure referred to in clause 3.24.8, provide that information to BANANAS.

3.24.6. BANANAS may use DER Register Information for the purpose of the exercise of its statutory functions under the Electricity Industry Act, Regulations, and these WEM Rules.

3.24.7. BANANAS must publish details on the extent to which, in general terms, DER Register Information has informed BANANAS's development or use of load forecasts, or the performance of its functions referred to in clause 3.24.6 and BANANAS may, for this purpose, include such details as part of existing WEM Procedures or other publications produced by BANANAS, or by publishing details on the WEM Website.

3.24.8. By no later than 1 July 2020, BANANAS must develop and implement a WEM Procedure that specifies:

(a) details of the DER Generation Information that Network Operators must provide to BANANAS under clauses 3.24.3 and 3.24.5, including any minimum size of Small Generating Units or Storage Works for which a Network Operator is required to provide DER Generation Information;

(b) when Network Operators must provide and update DER Generation Information;

(c) how DER Generation Information should be provided to BANANAS by Network Operators, including, for example, the format in which the information must be provided;

(d) how the information in the DER Register is stored by BANANAS;

(e) the manner and form in which BANANAS will publish details, in accordance with clause 3.24.7, on the extent to which DER Register Information has informed its load forecasts or its function for ensuring that the SWIS operates in a secure and reliable manner;

(f) details of how BANANAS will provide Network Operators with access to DER Register Information under clause 3.24.14; and

(g) the contents, form and timing of the DER Register Report to be published by BANANAS in accordance with clause 3.24.12 and how the DER Register Information to be included in that report will be aggregated.

3.24.9. In developing and amending the WEM Procedure referred to in clause 3.24.8, BANANAS must:

(a) have regard to the reasonable costs of efficient compliance by Network Operators with the procedure compared to the likely benefits from the use of DER Generation Information as contemplated under this section 3.24;

(b) consider any risk of unauthorised use or disclosure of confidential information or personal information that may arise from including information in the DER Register compared to the likely benefits of including that information in the register; and

(c) subject to clause 3.24.10, comply with the Procedure Change Process.

3.24.10. BANANAS is not required to comply with the Procedure Change Process when making the first WEM Procedure referred to in clause 3.24.8 or when making minor or administrative amendments to that WEM Procedure.

3.24.11. The WEM Procedure referred to in clause 3.24.8 must include a minimum period of 3 months between the date of publication and the date when the procedure commences other than when the procedure is amended under paragraph 3.24.10, in which case the procedure may commence on the date of publication.

3.24.12. BANANAS must prepare and publish on the WEM Website a report of aggregated DER Register Information in accordance with the WEM Procedure referred to in clause 3.24.8.

3.24.13. The information in the DER Register Report must be aggregated such that it does not:

(a) directly or indirectly disclose confidential information; or

(b) result in a breach of applicable privacy legislation.

3.24.14. BANANAS must provide or give access to DER Register Information to each Network Operator in relation to that Network Operator's Network in accordance with the WEM Procedure referred to in clause 3.24.8.

3.24.15. Nothing in this section 3.24:

(a) requires BANANAS to make available DER Register Information where the collection, use or disclosure of that information by BANANAS would breach applicable privacy legislation; or

(b) precludes BANANAS from disclosing confidential information in the circumstances in which disclosure of confidential information is permitted under the WEM Rules, Regulations or the Electricity Industry Act.

3.24.16. No less than seven days before the day the DER Register commences, BANANAS must publish notice on the WEM Website of the day the DER Register is to commence.

3A. Requirements for Transmission Connected Generating Systems

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| **Explanatory Note**  Section 3A.1 sets out the general requirement for a Market Participant responsible for a Transmission Connected Generating System to comply with Chapter 3A and Appendix 12 unless it is exempted under section 3A.3. Chapter 3A will only apply to generating works connected to a transmission system. |

3A.1. General

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| **Explanatory Note**  Clause 3A.1.1 is intended to be a civil penalty provision. |

3A.1.1. A Market Participant must comply with each Registered Generator Performance Standard for a Transmission Connected Generating System from the time that they:

(a) are issued an Approval to Generate Notification; or

(b) cease to be an Existing Transmission Connected Generating System as detailed in clause 1.39.13.

3A.1.2. If there is any inconsistency between the provisions of these WEM Rules (including Appendix 12) and the Technical Rules of the relevant Network Operator, the provisions of these WEM Rules prevail to the extent of the inconsistency.

3A.1.3. A Network Operator and BANANAS must document a process by which they will provide each other with information, consult with each other, or reach agreement in respect of the matters in this Chapter 3A and Appendix 12 including:

(a) the requirements for, and manner in which, they will consult with each other;

(b) the format, form and manner in which any information must be provided; and

(c) where these WEM Rules do not provide a timeframe for the provision of the information, the time by which such information must be provided.

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| **Explanatory Note**  Unregistered generators serving Intermittent Load are subject to Generator Performance Standards. Clause 3A.1.4 clarifies the responsible Market Participant. |

3A.1.4. Where the person who owns, controls, or operates a Facility containing an unregistered Energy Producing System supplying an Intermittent Load, that is and continues to be deemed to be an Intermittent Load under clause 1.48.2, is exempted from the requirement in clause 2.30B.8 to make a new application under clause 2.30B.5 for the Load to be treated as an Intermittent Load based on clause 2.30B.8A, the person's Intermediary is responsible for that Transmission Connected Generating System.

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| **Explanatory Note**  Clause 3A.1.5 is added to provide guidance to Participants on how BANANAS and Western Power will determine the maximum temperature for a Transmission Connected Generating System under Appendix 12. |

3A.1.5. BANANAS must:

(a) in consultation with the Network Operator, prepare guidelines on how BANANAS determines the maximum temperature as defined in Appendix 12; and

(b) publish those guidelines on the WEM Website.

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| **Explanatory Note**  Clause 3A.1.6 is added to require BANANAS or Western Power, as applicable, to undertake a public consultation process to obtain stakeholder feedback and to respond to the issues raised in submissions received. |

3A.1.6. In developing, amending or replacing a guideline in accordance with clauses 3A.1.5, 3A.4.4 or 3A.13.2, BANANAS or the Network Operator, as applicable, must:

(a) publish, together with the proposed guideline, or the amendment or replacement of it, as applicable, a call for submissions, and the closing date for submissions must not be less than 15 Business Days from the date the proposed or revised guideline is published; and

(b) publish, together with the final guideline, a summary of the submissions received and the response of BANANAS or the Network Operator, as applicable, to the issues raised in those submissions.

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| **Explanatory Note**  Section 3A.2 sets out the general requirements on Market Participants to provide relevant information. Section 3A.2 includes an obligation on a Market Participant to ensure that its generation system model (required under Appendix 12) complies with the WEM Procedure developed by the Network Operator. If the WEM Procedure is amended then the Market Participant must ensure that its generation system model complies with the amended WEM Procedure. When a Network Operator amends the WEM Procedure it will also specify a time by when the Market Participant must comply with the amended WEM Procedure. |

3A.2. General Requirements to Provide Relevant Information

3A.2.1. A Market Participant responsible for a Transmission Connected Generating System must provide all data and information reasonably required by a Network Operator or BANANAS under this Chapter 3A and relevant provisions under Appendix 12 to assess the impact of a Transmission Connected Generating System on the performance and security of the transmission system and distribution system.

3A.2.2. A Market Participant responsible for a Transmission Connected Generating System must ensure that the generation system model referred to in Appendix 12 complies with the requirements specified in the WEM Procedure of the relevant Network Operator referred to in clause 3A.4.2.

3A.2.3. Where the requirements for the generation system model are amended in the WEM Procedure referred to in clause 3A.4.2, a Market Participant responsible for a Transmission Connected Generating System must ensure that the generation system model used by the Market Participant complies with the amended requirements within the timeframes specified in the WEM Procedure for compliance with the amended requirements.

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| **Explanatory Note**  Section 3A.3 sets out a mechanism for a Network Operator to exempt a Transmission Connected Generating System from the requirements of Chapter 3A. The section recognises that the compliance costs would outweigh the benefits of applying the regime to certain generating works, such as smaller generators.  The exemption regime will exempt a generating system from section 3A.1, section 3A.2, sections 3A.5 to 3A.12 and Appendix 12. An exemption notice may only be revoked where the generating system is undertaking a Relevant Generator Modification. An exempt generating system will still be required to comply with the Technical Rules. |

3A.3. Exempt Transmission Connected Generating Systems

3A.3.1. A Network Operator may, by written notice, exempt a Market Participant responsible for a Transmission Connected Generating System from all of the requirements of section 3A.1, section 3A.2, sections 3A.5 to 3A.12 and Appendix 12 in respect of a Transmission Connected Generating System (Exempt Transmission Connected Generating System) where the Network Operator and BANANAS agree that the cost incurred by the Market Participant responsible for the Transmission Connected Generating System to comply with Chapter 3A and Appendix 12 is reasonably likely to outweigh the benefit of requiring the Market Participant to comply having regard to:

(a) the potential of the Transmission Connected Generating System to adversely affect Power System Security or Power System Reliability; and

(b) the effect the proposed exemption will, if granted, have on other Market Participants.

3A.3.2. An exemption notice issued under clause 3A.3.1 must be provided to the Market Participant responsible for a Transmission Connected Generating System and the relevant Network Operator must keep a record of each exemption notice issued.

3A.3.3. A Network Operator may revoke an exemption notice issued under clause 3A.3.1 by written notice to a Market Participant responsible for the Exempt Transmission Connected Generating System where a Relevant Generator Modification is proposed to be undertaken in respect of the Exempt Transmission Connected Generating System.

3A.3.4. Where an exemption notice issued under clause 3A.3.1 is revoked under clause 3A.3.3, section 3A.14 applies.

3A.3.5. A Network Operator must notify the Economic Regulation Authority when it issues an exemption notice under clause 3A.3.1 or revokes an exemption notice under clause 3A.3.3.

3A.3.6. The Economic Regulation Authority must publish a list of Exempt Transmission Connected Generating Systems and update that list when it is notified by a Network Operator under clause 3A.3.5.

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| **Explanatory Note**  Section 3A.4 sets out general obligations of a Network Operator. It will require a Network Operator to ensure its connection processes are consistent with Chapter 3A. It provides a head of power for a Network Operator to create a WEM Procedure in respect of the requirements for a Market Participant's generation system model.  It also creates a head of power for a Network Operator to issue guidelines as to how it will assess generator performance standards. |

3A.4. General Obligations of a Network Operator

3A.4.1. A Network Operator must ensure its connection process as it relates to Transmission Connected Generating Systems for which a Market Participant is responsible is consistent with this Chapter 3A.

3A.4.2. A Network Operator must develop and maintain a WEM Procedure that addresses the requirements of the generation system model referred to section 17 of Appendix 12.

3A.4.3. The WEM Procedure referred to in clause 3A.4.2, must specify the timeframes by which the Market Participant must ensure that the generation system model referred to in section 17 of Appendix 12, complies with each amended requirement of the generation system model as specified in the WEM Procedure.

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| **Explanatory Note**  Clause 3A.4.4. is amended to require the network operator to prepare assessment guidelines in consultation with BANANAS, and to publish them on its website and to provide guidance for Participants on what information needs to be included in their submissions. |

3A.4.4. A Network Operator must:

(a) prepare guidelines in consultation with BANANAS, to provide information to Market Participants as to how the standard or technical level of performance in respect of each Technical Requirement will be assessed, and the information that must be included in submissions for Proposed Generator Performance Standards, for each type of generating unit; and

(b) publish those guidelines on its website.

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| **Explanatory Note**  Section 3A.5 sets out the approval process and negotiation framework for determining generator performance standards for Market Participants wishing to connect generating systems to the transmission network. The applicable standards are set out as Technical Requirements under Appendix 12. For most Technical Requirements, there is an Ideal Generator Performance Standard and a Minimum Generator Performance Standard. The Network Operator must accept a Proposed Generator Performance Standard that meets the Ideal Generator Performance Standard and must reject any proposed standard below the Minimum Generator Performance Standard. Where a Proposed Generator Performance Standard is between the range of minimum and ideal, the generator must adequately justify why it cannot achieve the Ideal Generator Performance Standard. The Network Operator must consult with BANANAS on any negotiated standard that it is likely to accept, and is not permitted to accept the standard unless BANANAS also agrees. If rejecting a Proposed Generator Performance Standard, the Network Operator and BANANAS must provide reasons.  A Market Participant may propose a Trigger Event. If an approved Trigger Event occurs then the Market Participant must comply with the conditions of the Trigger Event.  Once approved, the generator performance standards for a Transmission Connected Generating System must be recorded on the Generator Register. |

3A.5. Generator Performance Standards for Transmission Connected Generating Systems

3A.5.1. Where a Market Participant responsible for generating works intends to connect those generating works to a transmission system, the Market Participant must submit to the relevant Network Operator, Proposed Generator Performance Standards for the generating works as if the generating works were a Transmission Connected Generating System addressing each Technical Requirement.

3A.5.2. Each Proposed Generator Performance Standard submitted under clause 3A.5.1 or clause 3A.14.1(a) must meet the Common Requirements and:

(a) be equal to or better than the Ideal Generator Performance Standard; or

(b) if a Proposed Negotiated Generator Performance Standard is submitted:

i. be no less onerous than the Minimum Performance Standard;

ii. demonstrate any applicable Negotiation Criteria have been met;

iii. meet the requirements of clause 3A.5.5; and

iv. if applicable, meet the requirements of clause 3A.5.6.

3A.5.3. The Network Operator must not approve a Proposed Generator Performance Standard that does not meet or demonstrate the applicable criteria listed in clause 3A.5.2.

3A.5.4. The Network Operator is not required to consult BANANAS and must approve a Proposed Generator Performance Standard that is equal to or better than the Ideal Generator Performance Standard for a Technical Requirement.

3A.5.5. A Proposed Negotiated Generator Performance Standard must be as consistent as practicable with the corresponding Ideal Generator Performance Standard for that Technical Requirement, having regard to:

(a) the need to protect the Transmission Connected Generating System from damage;

(b) power system conditions at the location of the connection or proposed connection; and

(c) the commercial and technical feasibility of complying with the Ideal Generator Performance Standard.

3A.5.6. A Proposed Negotiated Generator Performance Standard may include a Trigger Event which must address:

(a) the conditions for determining whether the Trigger Event has occurred;

(b) the party responsible for determining whether the Trigger Event has occurred;

(c) the actions required to be taken and any revised standard or technical level of performance in respect of a Technical Requirement which must be achieved if the Trigger Event occurs;

(d) the maximum timeframe for compliance with any action required to be taken and each revised standard or technical level of performance in respect of a Technical Requirement following the Trigger Event;

(e) any requirements to provide information and supporting evidence required by the Network Operator or BANANAS to demonstrate that, if the Trigger Event occurs, the actions required will occur and will deliver the agreed outcome and level of performance required by any revised standard or technical level of performance in respect of a Technical Requirement;

(f) any testing requirements to verify compliance with each revised standard or technical level of performance in respect of a Technical Requirement; and

(g) any requirements necessary to verify that the actions required to be taken have occurred if the Trigger Event occurs.

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| **Explanatory Note**  Clause 3A.5.7 is intended to be a civil penalty provision. |

3A.5.7. If a Registered Generator Performance Standard includes a Trigger Event and the Trigger Event subsequently occurs, the Market Participant responsible for the Transmission Connected Generating System must comply with the requirements of the Trigger Event.

3A.5.8. A Trigger Event contained in a Registered Generator Performance Standard may be modified by written agreement between the Market Participant responsible for the Transmission Connected Generating System, BANANAS and the relevant Network Operator. For the avoidance of doubt, the process that applies to a Proposed Negotiated Generator Performance Standard in this section 3A.5 does not apply to the modification of a Trigger Event contained in a Registered Generator Performance Standard under this clause 3A.5.8.

3A.5.9. If a Market Participant responsible for a Transmission Connected Generating System submits to the Network Operator a Proposed Negotiated Generator Performance Standard under clause 3A.5.1 or clause 3A.14.1(a), the Market Participant responsible for the Transmission Connected Generating System must provide to the relevant Network Operator:

(a) the reasons and supporting evidence why the Market Participant responsible for the Transmission Connected Generating System cannot meet the Ideal Generator Performance Standard; and

(b) any information and supporting evidence required by the Network Operator setting out the reasons why the Proposed Negotiated Generator Performance Standard is appropriate, including:

i. how the Proposed Negotiated Generator Performance Standard meets the applicable criteria listed in clause 3A.5.2; and

ii. how the Market Participant responsible for the Transmission Connected Generating System has taken into account each of the matters listed in clause 3A.5.5.

3A.5.10. If, following the receipt of a Proposed Negotiated Generator Performance Standard and the information and evidence referred to in clause 3A.5.9, the Network Operator reasonably considers it will approve the Proposed Negotiated Generator Performance Standard, the Network Operator, in accordance with the process agreed under clause 3A.1.3, must:

(a) provide the information received from the Market Participant responsible for the Transmission Connected Generating System under clause 3A.5.9 to BANANAS; and

(b) use best endeavours to consult with BANANAS within a reasonable timeframe in relation to each Proposed Negotiated Generator Performance Standard.

3A.5.11. BANANAS must use best endeavours to respond in a reasonable timeframe after being consulted in accordance with clause 3A.5.10 and provide a recommendation to the Network Operator whether a Proposed Negotiated Generator Performance Standard should be approved or rejected by the Network Operator, or whether BANANAS requires further information to make the recommendation in accordance with the process agreed under clause 3A.1.3.

3A.5.12. Where BANANAS requires further information that it considers necessary to make the recommendation in clause 3A.5.11, the Network Operator, in accordance with the process agreed under clause 3A.1.3, must:

(a) provide the further information that is in its possession, power or control; or

(b) use reasonable endeavours to obtain that information from the Market Participant responsible for the Transmission Connected Generating System and provide that information to BANANAS.

3A.5.13. In making a recommendation whether a Proposed Negotiated Generator Performance Standard should be approved or rejected in accordance with clause 3A.5.11, BANANAS is not limited to considering information provided by the Network Operator and may use any other relevant information available to it.

3A.5.14. BANANAS must recommend that the Network Operator reject a Proposed Negotiated Generator Performance Standard in accordance with clause 3A.5.11 if it reasonably considers that the Proposed Negotiated Generator Performance Standard may adversely affect Power System Security or Power System Reliability.

3A.5.15. Where BANANAS recommends that the Network Operator reject a Proposed Negotiated Generator Performance Standard in accordance with clause 3A.5.11, BANANAS must:

(a) provide written reasons to the Network Operator; and

(b) in respect of the relevant Technical Requirement, recommend that either:

i. if applicable, an alternative Proposed Negotiated Generator Performance Standard that BANANAS considers meets the requirements of clause 3A.5.2(b), which may include a Trigger Event, is adopted; or

ii. otherwise, the Ideal Generator Performance Standard is adopted.

3A.5.16. Subject to clause 3A.5.17, after a Network Operator has received the recommendation from BANANAS under clause 3A.5.11, the Network Operator must determine whether to approve or reject each Proposed Negotiated Generator Performance Standard proposed by the Market Participant responsible for the Transmission Connected Generating System.

3A.5.17. A Network Operator must reject a Proposed Negotiated Generator Performance Standard in accordance with clause 3A.5.16 where:

(a) in the Network Operator’s reasonable opinion:

i. one or more of the requirements in clause 3A.5.2(b); or

ii. in the case of a Relevant Generator Modification, one or more of the requirements in clause 3A.14.1,

are not met;

(b) BANANAS has recommended in accordance with clause 3A.5.11 that the Network Operator reject the Proposed Negotiated Generator Performance Standard; or

(c) in the Network Operator’s reasonable opinion, the Proposed Negotiated Generator Performance Standard will adversely affect:

i. Power System Security;

ii. Power System Reliability;

iii. Power Transfer Capability; or

iv. the quality of supply of electricity for other users of the Network.

3A.5.18. If a Network Operator rejects a Proposed Negotiated Generator Performance Standard in accordance with clause 3A.5.16, the Network Operator must provide to the Market Participant responsible for the Transmission Connected Generating System:

(a) written reasons for the rejection; and

(b) if applicable, an alternative Proposed Negotiated Generator Performance Standard that the Network Operator and BANANAS consider meets the requirements of clause 3A.5.2(b), which may include a Trigger Event.

3A.5.19. The Market Participant responsible for the Transmission Connected Generating System may, in relation to an alternative Proposed Negotiated Generator Performance Standard provided by the Network Operator in accordance with clause 3A.5.18(b), either:

(a) accept the alternative Proposed Negotiated Generator Performance Standard; or

(b) reject the alternative Proposed Negotiated Generator Performance Standard; and

i. propose a different alternative Proposed Negotiated Generator Performance Standard consistent with the requirements of clause 3A.5.2(b), which may include a Trigger Event, in which case the process for consideration and approval of Proposed Generator Performance Standards in this section 3A.5 applies; or

ii. elect to adopt the Ideal Generator Performance Standard for the relevant Technical Requirement.

3A.5.20. When a Proposed Generator Performance Standard is approved in accordance with clause 3A.5.4, clause 3A.5.16, or accepted by the Market Participant under clause 3A.5.19(a), it must be recorded by the relevant Network Operator on the Generator Register and it will be a Registered Generator Performance Standard for that Transmission Connected Generating System.

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| **Explanatory Note**  Section 3A.6 sets out the submission and approval process for Generator Monitoring Plans, including BANANAS's obligations and rights in approving or rejecting a Generator Monitoring Plan and the obligations for a Market Participant responsible for a Transmission Connected Generating System to:   * monitor its compliance with the Registered Generator Performance Standards for the Transmission Connected Generation System; and * undertake testing and monitoring activities,   in accordance with the Generator Monitoring Plan proposed by the Market Participant and approved by BANANAS and included in the Generator Register for the Transmission Connected Generating System.  BANANAS has an obligation to develop and maintain a WEM Procedure which includes a Template Generator Monitoring Plan and the processes associated with the approval of monitoring plans and reporting of non-compliances. |

3A.6. Generator Monitoring Plans

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| **Explanatory Note**  Clause 3A.6.1 is intended to be a civil penalty provision. |

3A.6.1. A Market Participant responsible for a Transmission Connected Generating System must:

(a) monitor its compliance with the Registered Generator Performance Standards for the Transmission Connected Generating System;

(b) once issued an Approval to Generate Notification, have a Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System at all times; and

(c) comply with the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System on and from the date specified in the Generator Monitoring Plan approved by BANANAS.

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| **Explanatory Note**  Clause 3A.6.2(a) requires BANANAS to specify certain requirements relating to the content of a Generator Monitoring Plan in a WEM Procedure. The requirements are currently referred to as a “Template Generator Monitoring Plan”. However, this name is misleading because the requirements do not constitute a template. BANANAS intends to publish a template-like document in Microsoft Word to assist Market Participants in preparing their Generator Monitoring Plans, but does not intend to include that template in the WEM Procedure.  Clause 3A.6.2(a) is therefore amended to replace the name “Template Generator Monitoring Plan” with “Generator Monitoring Plan Requirements”. Additionally, clause 3A.6.2(aA) is inserted to require BANANAS to include in the WEM Procedure details of the process to be used by Market Participants to submit a proposed Generator Monitoring Plan (which is expected to involve the use of the published template). |

3A.6.2. BANANAS must develop and maintain a WEM Procedure which includes:

(a) the following requirements relating to the content of a Generator Monitoring Plan (“**Generator Monitoring Plan Requirements**”):

i. how a Market Participant responsible for a Transmission Connected Generating System must monitor performance against the applicable Registered Generator Performance Standards including any testing and verification requirements;

ii. the record keeping obligations relating to monitoring compliance with Registered Generator Performance Standards; and

iii. the information and data provision obligations a Market Participant responsible for a Transmission Connected Generating System must comply with when requested by BANANAS, the Network Operator or the Economic Regulation Authority, including the form by which that information and data must be provided;

(aA) the process a Market Participant responsible for a Transmission Connected Generating System must follow to submit a proposed Generator Monitoring Plan to BANANAS;

(b) the assessment and approval process to be followed by BANANAS for a proposed Generator Monitoring Plan submitted by a Market Participant responsible for a Transmission Connected Generating System;

(c) the process by which a Market Participant responsible for a Transmission Connected Generating System must report any alleged non-compliance or suspected non-compliance with the applicable Registered Generator Performance Standards and the applicable Generator Monitoring Plan approved by BANANAS;

(d) the process by which a Market Participant responsible for a Transmission Connected Generating System must report that it has not met or complied with, or may not be able to meet or comply with an approved Rectification Plan in accordance with clause 3A.11.9; and

(e) the process by which a Market Participant responsible for a Transmission Connected Generating System must submit proposed updates and amendments to a Generator Monitoring Plan approved by BANANAS and the assessment process to be followed by BANANAS for such updates and amendments.

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| **Explanatory Note**  Clause 3A.6.3 is updated to reflect the revised Market Information Framework. Rule Participant Network Restricted means information is available to a relevant Network Operator, a Delegate, BANANAS, the Coordinator, the Electricity Review Board, the Economic Regulation Authority, other regulators and the specific Rule Participant. Under the Confidential Information classification these parties will still be able to access this information as necessary. |

3A.6.3. Generator Monitoring Plans and information relating to Generator Monitoring Plans including outcomes, reporting data and supporting evidence relating to a Generator Monitoring Plan are all Confidential Information.

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| **Explanatory Note**  Clauses 3A.6.4, 3A.6.5, 3A.6.6 and 3A.6.9 are amended to replace “Template Generator Monitoring Plan” with “Generator Monitoring Plan Requirements”. |

3A.6.4. A Market Participant responsible for a Transmission Connected Generating System must submit a proposed Generator Monitoring Plan to BANANAS for approval in accordance with any requirements for submission in the WEM Procedure referred to in clause 3A.6.2 for each Transmission Connected Generating System that either:

(a) meets the Generator Monitoring Plan Requirements as applicable to the Transmission Connected Generating System; or

(b) meets the Generator Monitoring Plan Requirements as applicable to the Transmission Connected Generating System, other than in respect of variations that the Market Participant reasonably considers are required on the basis that compliance is not possible, or where doing so would impose unreasonable costs on the Market Participant.

3A.6.5. BANANAS must approve a proposed Generator Monitoring Plan if:

(a) it meets the Generator Monitoring Plan Requirements as applicable to the Transmission Connected Generating System; or

(b) BANANAS considers any variations from the Generator Monitoring Plan Requirements as applicable to the Transmission Connected Generating System are:

i. required on the basis that compliance is not possible, or where doing so would impose unreasonable costs on the Market Participant; and

ii. not likely to endanger the safety of any person, damage equipment or breach any applicable law, or pose a threat to Power System Security or Power System Reliability.

3A.6.6. BANANAS may reject a proposed Generator Monitoring Plan if BANANAS reasonably considers that:

(a) the proposed Generator Monitoring Plan does not meet the requirements of clause 3A.6.5(a);

(b) the proposed Generator Monitoring Plan is likely to pose a safety risk or threat to Power System Security or Power System Reliability; or

(c) any proposed variations from the Generator Monitoring Plan Requirements as applicable to the Transmission Connected Generating System do not meet the requirements of clause 3A.6.5(b).

3A.6.7. BANANAS may, but is not required to, consult the relevant Network Operator in respect of a proposed Generator Monitoring Plan submitted to BANANAS for approval under clause 3A.6.4 or clause 3A.14.1(b).

3A.6.8. Where BANANAS rejects a proposed Generator Monitoring Plan in accordance with clause 3A.6.6, BANANAS:

(a) must provide to the Market Participant responsible for the Transmission Connected Generating System written reasons for the rejection; and

(b) may request amendments to the proposed Generator Monitoring Plan that it considers are required to meet the requirements of clause 3A.6.5(a) or clause 3A.6.5(b) as the case may be.

3A.6.9. If the Generator Monitoring Plan Requirements as applicable to a Transmission Connected Generating System is amended, the Market Participant responsible for the Transmission Connected Generating System must submit an amended proposed Generator Monitoring Plan to BANANAS for approval in accordance with clause 3A.6.4 within six months of the amendment to the Generator Monitoring Plan Requirements taking effect.

3A.6.10. A Market Participant responsible for a Transmission Connected Generating System may submit an amended proposed Generator Monitoring Plan to BANANAS for approval at any time in accordance with the WEM Procedure referred to in clause 3A.6.2.

3A.6.11. Where a Market Participant responsible for a Transmission Connected Generating System submits an amended proposed Generator Monitoring Plan to BANANAS for approval in accordance with clause 3A.6.9 or clause 3A.6.10, then clauses 3A.6.5 to 3A.6.8 apply.

3A.6.12. Where BANANAS approves a Generator Monitoring Plan, BANANAS must provide:

(a) notification of its approval of a Generator Monitoring Plan to the Market Participant responsible for the Transmission Connected Generating System; and

(b) each Generator Monitoring Plan approved by BANANAS to the relevant Network Operator, and the Network Operator must update the Generator Register to include the most recent Generator Monitoring Plan approved by BANANAS.

3A.6.13. Subject to clause 3A.6.14 and clause 3A.6.15, the Economic Regulation Authority, BANANAS or the relevant Network Operator may request that a Market Participant responsible for a Transmission Connected Generating System provide the outcomes, reporting data and supporting evidence in respect of a Generator Monitoring Plan that has been approved by BANANAS.

3A.6.14. BANANAS may only request the information described in clause 3A.6.13 from a Market Participant if BANANAS reasonably considers that the information will assist it to meet any of its functions or discharge any of its obligations under these WEM Rules.

3A.6.15. A Network Operator may only request the information described in clause 3A.6.13 from a Market Participant if the Network Operator reasonably considers that the information will assist it to meet any of its functions or discharge any of its obligations under these WEM Rules.

3A.6.16. A Market Participant responsible for a Transmission Connected Generating System must provide the outcomes, reporting data and supporting evidence relating to a Generator Monitoring Plan within five Business Days, or longer period if agreed, of a request by the Economic Regulation Authority, BANANAS or the Network Operator made in accordance with clause 3A.6.13.

3A.6.17. Nothing in this Chapter 3A prevents BANANAS, the Economic Regulation Authority or the relevant Network Operator from undertaking monitoring activities in respect of compliance with the Registered Generator Performance Standards for a Transmission Connected Generating System.

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| **Explanatory Note**  Section 3A.7 requires a Network Operator to maintain a register (Generator Register) of approved generator performance standards for each Transmission Connected Generating System connected to its Network. Generator Registers are to be made available to BANANAS, Market Participants (as relevant) and the Economic Regulation Authority.  Generator Registers will also include the approved Generator Monitoring Plan for each Transmission Connected Generating System connected to the Network Operator's Network.  Market Participants are required to provide requested information reasonably required for the purpose of a Network Operator establishing and maintaining the Generator Register and notification requirements of Market Participants to ensure the currency and accuracy of the Generator Register. |

3A.7. Generator Register

3A.7.1. A Network Operator must establish and maintain a register of each Registered Generator Performance Standard for each Transmission Connected Generating System connected to its Network (Generator Register).

3A.7.2. A Market Participant must provide the relevant Network Operator any information requested and reasonably required by the Network Operator to establish and maintain a Generator Register in accordance with this section 3A.7.

3A.7.3. A Generator Register may include any information considered relevant by the Network Operator and must record, at a minimum, for each Transmission Connected Generating System other than an Exempt Transmission Connected Generating System:

(a) the status of connection of the generating works to the relevant Network;

(b) details of the Facility and the Market Participant responsible for the Transmission Connected Generating System including the registered name of the Facility and the Market Participant's registered name;

(c) full details of each Registered Generator Performance Standard for each generating unit or component of the generating works forming part of the Transmission Connected Generating System, including Trigger Events;

(d) the generation system model used and provided by the Market Participant responsible for the Transmission Connected Generating System and referred to in clause 3A.2.2; and

(e) each Generator Monitoring Plan approved by BANANAS.

3A.7.4. A Network Operator must update the Generator Register:

(a) in respect of a proposed Transmission Connected Generating System after the Arrangement for Access has been executed by all relevant parties and prior to an Interim Approval to Generate Notification being issued for the proposed Transmission Connected Generating System; and

(b) as required from time to time when the information referred to in clause 3A.7.2 is updated or otherwise to ensure it remains accurate and up to date.

3A.7.5. A Market Participant responsible for a Transmission Connected Generating System must notify the relevant Network Operator as soon as reasonably practicable of:

(a) any changes in respect of the:

i. generating works;

ii. Registered Generator Performance Standards;

iii. generation system model;

iv. Market Participant responsible for the Transmission Connected Generating System; or

(b) any other information in respect of the Transmission Connected Generating System,

that would render the information (other than the Generator Monitoring Plan approved by BANANAS), recorded in the Generator Register being inaccurate or out of date.

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| **Explanatory Note**  Clause 3A.7.6 is updated to reflect the revised Market Information Framework. Rule Participant Network Restricted means information is available to a relevant Network Operator, a Delegate, BANANAS, the Coordinator, the Electricity Review Board, the Economic Regulation Authority, other regulators and the specific Rule Participant. Under the Confidential Information classification these parties will still be able to access this information as necessary. |

3A.7.6. A Generator Register is Confidential Information.

3A.7.7 A Network Operator must make the Generator Register available to:

(a) BANANAS in accordance with the process agreed pursuant to clause 3A.1.3;

(b) a Market Participant, but only in respect of the information that relates to a Transmission Connected Generating System the Market Participant is responsible for; and

(c) the Economic Regulation Authority.

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| **Explanatory Note**  Section 3A.8 prohibits a Market Participant responsible for a Transmission Connected Generating System from generating electricity without an approved Commissioning Test Plan unless it has been issued with an Interim Approval to Generate Notification (with or without conditions) or an Approval to Generate Notification.  The section sets out the circumstances in which a Network Operator may exercise its discretion to issue an Interim Approval to Generate Notification (including to issue any conditions) with the approval of BANANAS. |

3A.8. Commissioning, Interim Approval to Generate Notification and Approval to Generate Notification

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| **Explanatory Note**  Clause 3A.8.1 is intended to be a civil penalty provision. |

3A.8.1. A Market Participant responsible for a Transmission Connected Generating System must not generate electricity without an approved Commissioning Test Plan unless it has a valid Interim Approval to Generate Notification (with or without conditions) or an Approval to Generate Notification.

3A.8.2. A Network Operator may only issue an Interim Approval to Generate Notification without conditions to a Market Participant responsible for a Transmission Connected Generating System, where the Network Operator and BANANAS consider the Transmission Connected Generating System has not demonstrated non-compliance based on observed performance with the applicable Registered Generator Performance Standards and there are no observed risks to Power System Security or Power System Reliability.

3A.8.3. Subject to clause 3A.8.4, a Network Operator may, in its discretion and with the approval of BANANAS:

(a) issue an Interim Approval to Generate Notification with conditions to a Market Participant responsible for a Transmission Connected Generating System; or

(b) place conditions on an Interim Approval to Generate Notification issued under clause 3A.8.2.

3A.8.4. A Network Operator may only issue and place conditions on an Interim Approval to Generate Notification under clause 3A.8.3 where BANANAS and the Network Operator:

(a) either:

i. do not consider the Transmission Connected Generating System is demonstrating compliance based on observed performance with the applicable Registered Generator Performance Standards; or

ii. consider that conditions are required to mitigate any observed risks to Power System Security or Power System Reliability; and

(b) consider the Transmission Connected Generating System is reasonably likely to resolve any performance issues and be compliant with the applicable Registered Generator Performance Standards in the future.

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| **Explanatory Note**  Clause 3A.8.5(a) is intended to be a civil penalty provision. |

3A.8.5. Prior to being issued an Approval to Generate Notification, if a Market Participant responsible for a Transmission Connected Generating System is not meeting the applicable Registered Generator Performance Standards or complying with the applicable conditions, the Market Participant responsible for the Transmission Connected Generating System must:

(a) immediately notify BANANAS and provide details of the non-compliance; and

(b) either:

i. make any modification required to comply with the conditions and meet the applicable Registered Generator Performance Standards within the timeframe specified by the Network Operator or, if a Rectification Plan is required under clause 3A.8.7, within the timeframe specified in the approved Rectification Plan; or

ii. as soon as practicable request to renegotiate any applicable Registered Generator Performance Standards it is unable to meet in which case clause 3A.8.8 applies.

3A.8.6. Where BANANAS is notified under clause 3A.8.5(a), BANANAS must advise the relevant Network Operator as soon as reasonably practicable.

3A.8.7. Where a Network Operator is notified under clause 3A.8.6, the Network Operator may, with the approval of BANANAS, require a Market Participant responsible for the Transmission Connected Generating System to submit a Rectification Plan for approval in accordance with section 3A.11.

3A.8.8. A Network Operator may, in its discretion and with the approval of BANANAS, agree to a request made under clause 3A.8.5(b)(ii) to renegotiate a Registered Generator Performance Standard for a Transmission Connected Generating System where the Network Operator and BANANAS agree the Market Participant responsible for the Transmission Connected Generating System will be able to meet and comply with an alternative standard or technical level of performance in respect of the Technical Requirement that meets the applicable criteria listed in clause 3A.5.2, in which case the process for consideration and approval of Proposed Generator Performance Standards in section 3A.5 applies.

3A.8.9. If a Network Operator refuses a request made under clause 3A.8.5(b)(ii) to renegotiate a Registered Generator Performance Standard for a Transmission Connected Generating System or an alternative standard or technical level of performance in respect of the Technical Requirement cannot be agreed between the Network Operator, BANANAS and the Market Participant responsible for the Transmission Connected Generating System, the Market Participant must comply with the applicable Registered Generator Performance Standards previously approved as recorded in the Generator Register within the timeframe specified by the Network Operator.

3A.8.10. A Network Operator may, with BANANAS's approval, revoke an Interim Approval to Generate Notification issued under clause 3A.8.2 or clause 3A.8.3 where the Network Operator reasonably considers that:

(a) the performance of the Transmission Connected Generating System differs from the applicable Registered Generator Performance Standards; or

(b) the conditions placed on an Interim Approval to Generate Notification have not been met or complied with,

and the Market Participant responsible for the Transmission Connected Generating System has not complied with the requirements in clause 3A.8.5(b).

3A.8.11. A Network Operator must issue an Approval to Generate Notification to a Market Participant responsible for a Transmission Connected Generating System where:

(a) a Generator Monitoring Plan for the Transmission Connected Generating System has been approved by BANANAS under clause 3A.6.5 and the Network Operator has included it in the Generator Register;

(b) the operational performance of the Transmission Connected Generating System is considered satisfactory to both the Network Operator and BANANAS; and

(c) BANANAS and the Network Operator consider the Market Participant responsible for the Transmission Connected Generating System has met the requirements of, and indicated compliance with, the applicable Registered Generator Performance Standards in accordance with the WEM Procedure referred to in clause 3A.9.1.

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| **Explanatory Note**  Section 3A.9 provides a head of power for BANANAS to create a WEM Procedure which sets out testing requirements and compliance verification mechanisms in relation to Registered Generator Performance Standards and Generator Monitoring Plans. The section enables BANANAS to request a Market Participant to undertake testing in accordance with the WEM Procedure should BANANAS or the relevant Network Operator reasonably consider that a Market Participant may not be compliant with the applicable Registered Generator Performance Standards.  The section also requires that a Market Participant provides any information and data requested to enable compliance monitoring and testing to be undertaken. |

3A.9. Testing and Compliance

3A.9.1. BANANAS must develop and maintain a WEM Procedure which sets out the testing requirements and how compliance with:

(a) Registered Generator Performance Standards will be verified, including tests required before an Interim Approval to Generate Notification and an Approval to Generate Notification is issued; and

(b) a Generator Monitoring Plan is measured and verified.

3A.9.2. Where BANANAS reasonably considers a Market Participant responsible for a Transmission Connected Generating System may not be compliant with the applicable Registered Generator Performance Standards, it must notify the Market Participant and request an explanation from the Market Participant.

3A.9.3. The Market Participant must submit the explanation requested under clause 3A.9.2 within five Business Days of receiving the request unless a longer period is agreed by BANANAS.

3A.9.4. BANANAS must consider the explanation and, if it is not satisfied with the explanation, BANANAS may require the Market Participant to undertake testing in accordance with the WEM Procedure referred to in clause 3A.9.1 to determine whether the Transmission Connected Generating System is compliant with the applicable Registered Generator Performance Standard.

3A.9.5. Where BANANAS requires a Market Participant responsible for a Transmission Connected Generating System to undertake testing under clause 3A.9.4, the Market Participant must use best endeavours to agree an appropriate timeframe with BANANAS for the testing to occur in accordance with the WEM Procedure referred to in clause 3A.9.1.

3A.9.6. A Market Participant responsible for a Transmission Connected Generating System must provide any information and data requested by BANANAS to enable compliance monitoring and testing to be undertaken in respect of the applicable Registered Generator Performance Standards, the Generator Monitoring Plan approved by BANANAS or any approved Rectification Plan for the Transmission Connected Generating System in the format and by the time reasonably required by BANANAS.

3A.9.7. Notwithstanding that a Market Participant responsible for a Transmission Connected Generating System may propose a Rectification Plan in accordance with section 3A.11, a Market Participant must seek to rectify any non-compliance with the Registered Generator Performance Standards or the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System as soon as possible.

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| **Explanatory Note**  Section 3A.10 sets out the self-monitoring and reporting regime, which requires:   * a Market Participant to notify BANANAS: * in relation to a non-compliance with an applicable Registered Generator Performance Standard, or Generator Monitoring Plan, and whether it intends to propose a Rectification Plan in relation to the same; or * where it is aware that the Transmission Connected Generating System will be unable to fully respond in accordance with its Registered Generator Performance Standards; * a Network Operator to notify BANANAS, where a Market Participant responsible for a Transmission Connected Generating System may have been, or may not be, compliant with any applicable Registered Generator Performance Standard; and * BANANAS to notify a Market Participant and subsequently the relevant Network Operator and ERA (as applicable), where the Market Participant may not have been, or may not be, compliant with the applicable Registered Generator Performance Standards or Generator Monitoring Plan, including whether the Market Participant intends to propose a Rectification Plan. |

3A.10. Self-Reporting Regime

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| **Explanatory Note**  Clause 3A.10.1(a) is intended to be a civil penalty provision. |

3A.10.1. A Market Participant responsible for a Transmission Connected Generating System, other than if the Transmission Connected Generating System is operating under an Interim Approval to Generate Notification must, acting in good faith, notify BANANAS:

(a) immediately after becoming aware of a non-compliance or suspected non-compliance with:

i. an applicable Registered Generator Performance Standard; or

ii. the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System; and

(b) as soon as practicable whether or not it intends to propose a Rectification Plan in accordance with clause 3A.11.1 in respect of a non-compliance or suspected non-compliance with:

i. an applicable Registered Generator Performance Standard; or

ii. the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System.

3A.10.2. A Market Participant responsible for a Transmission Connected Generating System must, acting in good faith, notify BANANAS as soon as practicable:

(a) where it is aware that the Transmission Connected Generating System will be unable to respond or provide the full range of response in accordance with its Registered Generator Performance Standards; or

(b) where it is aware that it is likely to become non-compliant with the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System.

3A.10.3. If a Network Operator reasonably considers a Market Participant responsible for a Transmission Connected Generating System may not have been, or may not be, compliant with any applicable Registered Generator Performance Standard it must notify BANANAS, who must consider whether the Market Participant responsible for the Transmission Connected Generating System may not have been, or may not be, compliant with the applicable Registered Generator Performance Standard.

3A.10.4. Other than where BANANAS is notified in accordance with clause 3A.10.1, where BANANAS reasonably considers that a Market Participant responsible for a Transmission Connected Generating System may not have been, or may not be, compliant with the applicable Registered Generator Performance Standards or Generator Monitoring Plan, BANANAS must notify the Market Participant before notifying any other party in accordance with clause 3A.10.6.

3A.10.5. Where a Market Participant responsible for a Transmission Connected Generating System is notified by BANANAS under clause 3A.10.4, it must, as soon as practicable, notify BANANAS whether it intends to propose a Rectification Plan in respect of the non-compliance or suspected non-compliance.

3A.10.6. Subject to clause 3A.10.4, BANANAS must, other than if the Transmission Connected Generating System is operating under an Interim Approval to Generate Notification, as soon as practicable, notify the Economic Regulation Authority and the relevant Network Operator of:

(a) any instances where BANANAS reasonably considers that a Market Participant responsible for a Transmission Connected Generating System, may not have been, or may not be, compliant with the Registered Generator Performance Standards or Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System; and

(b) whether the Market Participant responsible for the Transmission Connected Generating System has indicated an intention to propose a Rectification Plan in respect of the non-compliance or suspected non-compliance in accordance with clause 3A.10.5 or clause 3A.11.1.

To avoid doubt, BANANAS may notify the Economic Regulation Authority and the relevant Network Operator of each of the matters in this clause 3A.10.6 separately.

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| **Explanatory Note**  Section 3A.11 sets out the right of a Market Participant responsible for a Transmission Connected Generating System to submit a proposed Rectification Plan (or propose amendments to an existing Rectification Plan) when they are not compliant with either their Registered Generator Performance Standards or approved Generator Monitoring Plan. It also sets out the minimum requirements for a proposed Rectification Plan.  BANANAS may object, approve, seek further information, or propose an alternative Rectification Plan when considering whether to approve a Rectification Plan or amendment to a Rectification Plan.  BANANAS is required to consult with the relevant Network Operator where a proposed Rectification Plan relates to a non-compliance with the applicable Registered Generator Performance Standards.  Non-compliance with an approved Rectification Plan can result in cancellation of that plan by BANANAS if agreed by the Network Operator. |

3A.11. Rectification Plans

3A.11.1. A Market Participant responsible for a Transmission Connected Generating System, may submit a proposed Rectification Plan for consideration by BANANAS within 10 Business Days, unless a longer period is otherwise agreed between the parties, after becoming aware of a non-compliance or suspected non-compliance with the Registered Generator Performance Standards or the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System.

3A.11.2. A proposed Rectification Plan must at a minimum include:

(a) the nature of the non-compliance or suspected non-compliance to be addressed by the proposed Rectification Plan;

(b) the time by which the Market Participant responsible for the Transmission Connected Generating System expects to become compliant with the applicable Registered Generator Performance Standards or the Generator Monitoring Plan approved by BANANAS, as applicable;

(c) the actions that the Market Participant responsible for the Transmission Connected Generating System must take to become compliant with the applicable Registered Generator Performance Standards or the Generator Monitoring Plan approved by BANANAS, as applicable; and

(d) what testing will be undertaken to establish compliance with the applicable Registered Generator Performance Standards or alternative means of monitoring that may be undertaken to address the non-compliance or suspected non-compliance with the Generator Monitoring Plan approved by BANANAS, as applicable.

3A.11.3. BANANAS must use best endeavours to respond to a Market Participant within 10 Business Days in respect of a proposed Rectification Plan submitted under clause 3A.11.1:

(a) approving the proposed Rectification Plan;

(b) rejecting the proposed Rectification Plan and providing the reason for rejection, including, if applicable, any reasons provided by the relevant Network Operator in accordance with clause 3A.11.7;

(c) seeking further information necessary for BANANAS to assess the suitability of the proposed Rectification Plan; or

(d) proposing an alternative Rectification Plan if BANANAS and the Network Operator consider an alternative Rectification Plan would be acceptable.

3A.11.4. A Rectification Plan will only be binding on a Market Participant responsible for the Transmission Connected Generating System where BANANAS has approved the proposed Rectification Plan or, in the case of an alternative Rectification Plan proposed by BANANAS, that Rectification Plan has been accepted by the Market Participant.

3A.11.5. Before BANANAS may approve a proposed Rectification Plan that relates to a non-compliance or suspected non-compliance with the applicable Registered Generator Performance Standards, BANANAS must consult with the relevant Network Operator on the proposed Rectification Plan.

3A.11.6. A Network Operator must use best endeavours to respond to BANANAS, when consulted in accordance with clause 3A.11.5, within five Business Days recommending whether to approve or reject the proposed Rectification Plan.

3A.11.7. If a Network Operator recommends the proposed Rectification Plan is rejected under clause 3A.11.6, the Network Operator must provide reasons to BANANAS for the rejection and BANANAS must reject the proposed Rectification Plan in accordance with clause 3A.11.3.

3A.11.8. BANANAS must notify and provide the Economic Regulation Authority with a copy of any Rectification Plan approved by BANANAS, other than where a Rectification Plan is required under clause 3A.8.7, as soon as practicable after the Rectification Plan is approved.

3A.11.9. If a Market Participant responsible for a Transmission Connected Generating System has not complied, or reasonably considers that it is unable to meet or comply with the requirements of an approved Rectification Plan it must notify BANANAS as soon as reasonably practicable and may propose an amendment to the approved Rectification Plan.

3A.11.10. Where a Market Participant responsible for a Transmission Connected Generating System considers that compliance with an approved Rectification Plan will endanger the safety of any person, damage equipment or breach any applicable law or threaten Power System Security or Power System Reliability, it must immediately notify BANANAS and provide:

(a) details of the actions required by the Rectification Plan that pose the safety risk or threat to Power System Security or Power System Reliability; and

(b) propose amendments to the Rectification Plan to address the safety risk or threat to Power System Security or Power System Reliability.

3A.11.11. If a Market Participant responsible for a Transmission Connected Generating System proposes an amendment to an approved Rectification Plan, BANANAS may:

(a) subject to clause 3A.11.13, approve the proposed amendment to the Rectification Plan; or

(b) reject the proposed amendment to the Rectification Plan and, at BANANAS's discretion, propose an alternative amendment to the Rectification Plan if it considers a suitable alternative is available, which must be accepted or rejected by the Market Participant within five Business Days or such longer period agreed by BANANAS, and

notify the Market Participant as soon as practicable of its decision under this clause 3A.11.11.

3A.11.12. If a proposed amendment to an approved Rectification Plan is rejected by BANANAS and an alternative amendment to the Rectification Plan is proposed by BANANAS in accordance with clause 3A.11.11(b), it will be deemed to be rejected by the Market Participant if the Market Participant does not notify BANANAS that it accepts or rejects the alternative amendment proposed by BANANAS within the required timeframe.

3A.11.13. Before BANANAS may approve a proposed amendment to an approved Rectification Plan that relates to a non-compliance or suspected non-compliance with the applicable Registered Generator Performance Standards under clause 3A.11.11(a), BANANAS must use best endeavours to consult with, and obtain approval from, the relevant Network Operator regarding the proposed amendment within 10 Business Days.

3A.11.14. A Network Operator must use best endeavours to respond to BANANAS, when consulted in accordance with clause 3A.11.13, within five Business Days recommending the proposed amendment to the Rectification Plan is either approved or rejected.

3A.11.15. Where a Market Participant responsible for a Transmission Connected Generating System proposes an amendment to an approved Rectification Plan under clause 3A.11.9, the Market Participant must continue to comply with the requirements of the approved Rectification Plan until such time as any amendment is approved by BANANAS, the Rectification Plan has been completed or BANANAS advises that the Market Participant can suspend compliance while the proposed amendment is considered.

3A.11.16. Where a Market Participant responsible for a Transmission Connected Generating System proposes an amendment to an approved Rectification Plan under clause 3A.11.10(b), the Market Participant is only required to comply with the requirements of the approved Rectification Plan that do not pose a safety risk or threat to Power System Security or Power System Reliability unless BANANAS advises that the Market Participant can suspend compliance while the proposed amendment is considered.

3A.11.17. Other than where a Rectification Plan is required under clause 3A.8.7, BANANAS must notify and provide the Economic Regulation Authority with the detail of any approved amendment to a Rectification Plan as soon as practicable after the amendment is approved.

3A.11.18. A Market Participant responsible for a Transmission Connected Generating System must comply with an approved Rectification Plan. For the avoidance of doubt, references to an approved Rectification Plan are taken to include any amendments approved by BANANAS to the Rectification Plan.

3A.11.19. Subject to clause 3A.11.20, if BANANAS reasonably considers a Market Participant responsible for a Transmission Connected Generating System has not complied, or is not complying, with the requirements of an approved Rectification Plan, BANANAS may cancel the Rectification Plan by written notice to that Market Participant.

3A.11.20. Before BANANAS may cancel an approved Rectification Plan that relates to a non-compliance or suspected non-compliance with the applicable Registered Generator Performance Standards in accordance with clause 3A.11.19, BANANAS must consult with, and obtain approval from, the relevant Network Operator.

3A.11.21. BANANAS must, other than where a Rectification Plan is required under clause 3A.8.7, notify the Economic Regulation Authority as soon as practicable if:

(a) a Market Participant responsible for a Transmission Connected Generating System does not propose a Rectification Plan within the timeframe in clause 3A.11.1;

(b) BANANAS rejects a proposed Rectification Plan in accordance with clause 3A.11.3(b) and does not consider an alternative Rectification Plan would be acceptable or such alternative Rectification Plan has not been accepted by the Market Participant responsible for the Transmission Connected Generating System;

(c) BANANAS cancels a Rectification Plan in accordance with clause 3A.11.19; or

(d) BANANAS considers a Market Participant responsible for a Transmission Connected Generating System has complied with, and completed, an approved Rectification Plan and is compliant with:

i. the applicable Registered Generator Performance Standards, where the Rectification Plan relates to the applicable Registered Generator Performance Standards; or

ii. the Generator Monitoring Plan approved by BANANAS, where the Rectification Plan relates to a Generator Monitoring Plan.

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| **Explanatory Note**  Section 3A.12 creates an immunity for a Market Participant responsible for a Transmission Connected Generating System from non-compliance with its Registered Generator Performance Standards or approved Generator Monitoring Plan in limited circumstances when a Market Participant is complying with an approved Rectification Plan.  The immunity does not apply where the Market Participant has repeatedly failed to comply with the same Registered Generator Performance Standard, or another applicable Registered Generator Performance Standard or its Generator Monitoring Plan, or the alleged non-compliance or suspected non-compliance threatens Power System Security or Power System Reliability. |

3A.12. Effect of a Rectification Plan

3A.12.1. Notwithstanding the requirements of this Chapter 3A and Appendix 12, and subject to clause 3A.12.3, a Market Participant responsible for a Transmission Connected Generating System will not breach these WEM Rules in respect of a non-compliance or suspected non-compliance with the Registered Generator Performance Standards or a Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System where a Rectification Plan in respect of the non-compliance or suspected non-compliance:

(a) has been submitted and approved by BANANAS in accordance with section 3A.11 and the Market Participant is complying with the requirements of the approved Rectification Plan;

(b) has been submitted and approved by BANANAS in accordance with section 3A.11 and the Market Participant has complied with, and completed, the approved Rectification Plan and is compliant with:

i. the applicable Registered Generator Performance Standards, where the Rectification Plan relates to the applicable Registered Generator Performance Standards; or

ii. the Generator Monitoring Plan approved by BANANAS, where the Rectification Plan relates to a Generator Monitoring Plan;

(c) is being developed by the Market Participant in accordance with clause 3A.11.1 and the Market Participant has advised BANANAS that it intends to submit a Rectification Plan; or

(d) has been submitted by the Market Participant in accordance with clause 3A.11.1 and is being considered by BANANAS in accordance with section 3A.11.

3A.12.2. BANANAS must notify the Economic Regulation Authority of an alleged non-compliance or suspected non-compliance with a Registered Generator Performance Standard or Generator Monitoring Plan approved by BANANAS for which a Rectification Plan has been submitted, other than where a Rectification Plan is required under clause 3A.8.7, as soon as practicable if BANANAS considers the alleged non-compliance or suspected non-compliance threatens Power System Security or Power System Reliability.

3A.12.3. The immunity in clause 3A.12.1 will not apply and the Economic Regulation Authority must investigate an alleged non-compliance or suspected non-compliance of the Registered Generator Performance Standards or the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System as a breach of clause 3A.1.1 or clause 3A.6.1 in accordance with clause 2.13.27 where:

(a) the Economic Regulation Authority has been notified by BANANAS in accordance with clause 3A.12.2;

(b) the Market Participant has repeatedly failed to comply with the same Registered Generator Performance Standard or another applicable Registered Generator Performance Standard; or

(c) the Market Participant has repeatedly failed to comply with the Generator Monitoring Plan approved by BANANAS for the Transmission Connected Generating System.

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| **Explanatory Note**  Section 3A.13 establishes an obligation on a Market Participant responsible for a Transmission Connected Generating System or an Exempt Transmission Connected Generating System to notify the relevant Network Operator prior to undertaking a Potential Relevant Generator Modification to a generating unit or generating works that are part of a Transmission Connected Generating System or Exempt Transmission Connected Generating System.  A Potential Relevant Generator Modification may be declared by the Network Operator to be a Relevant Generator Modification. If a Relevant Generator Modification is declared, section 3A.14 applies.  A Network Operator, in consultation with BANANAS, is required to develop, maintain and publish guidelines to inform Market Participants and provide examples of Potential Relevant Generator Modifications and circumstances and situations in which a Potential Relevant Generator Modification may be declared a Relevant Generator Modification. |

3A.13. Potential Relevant Generator Modifications

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| **Explanatory Note**  The concept and definition of 'Potential Relevant Generator Modification' will apply for the purposes of Chapter 3A only at this stage.  In the Tranche 6 amendments, the text at the bottom of clause 3A.13.1 has been relocated to clause 3A.13.2 to provide clarity that some types of equipment replacement may be considered as a Potential Generator Modification, and to ensure guidance is provided to Participants on when this will be the case or may be the case. Clause 3A.13.2 has been further amended following the consultation period for Exposure Draft 2 to address stakeholder concerns. |

3A.13.1. Potential Relevant Generator Modification means for the purposes of Chapter 3A, a modification to a generating unit or generating works that are part of a Transmission Connected Generating System or Exempt Transmission Connected Generating System that:

(a) has the potential to materially impact or change any of the characteristics, performance or capacity of the generating unit or generating works in respect of a Technical Requirement;

(b) has the potential to alter the capacity of the Transmission Connected Generating System or Exempt Transmission Connect Generating System in respect of any Technical Requirement for which the Ideal Generator Performance Standard has been amended since the applicable Registered Generator Performance Standard was approved;

(c) is reasonably considered to require an amendment to the Arrangement for Access for the Transmission Connected Generating System or Exempt Transmission Connected Generating System; or

(d) requires submission of a connection application in accordance with a Network Operator's policy for access to its Network.

3A.13.2. A Network Operator, in consultation with BANANAS, must develop, maintain and publish guidelines to inform Market Participants and provide examples of:

(a) Potential Relevant Generator Modifications;

(b) circumstances and situations in which the replacement of equipment, where the characteristics, performance or capacity of the Transmission Connected Generating System remain unchanged, will not be or may not be declared a Relevant Generator Modification;

(c) circumstances and situations in which a Potential Relevant Generator Modification will be or may be declared a Relevant Generator Modification;

(d) the processes that a Market Participant must follow to notify the relevant Network Operator prior to undertaking a Potential Relevant Generator Modification; and

(e) the processes that a Network Operator must follow in making a determination about a Potential Relevant Generator Modification and in notifying the Market Participant of the outcome of its determination,

for the purposes of Chapter 3A and Appendix 12.

3A.13.2A. A Network Operator must develop and publish the initial guidelines referred to in clause 3A.13.2 by 1 July 2022.

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| **Explanatory Note**  Clause 3A.13.3 is intended to be a civil penalty provision. |

3A.13.3. A Market Participant responsible for a Transmission Connected Generating System or an Exempt Transmission Connected Generating System must notify the relevant Network Operator prior to undertaking a Potential Relevant Generator Modification in accordance with the processes described in the guidelines published under clause 3A.13.2.

3A.13.4. Subject to clause 3A.13.5 and clause 3A.13.6, a Network Operator may declare a Potential Relevant Generator Modification to be a Relevant Generator Modification in accordance with the processes described in the guidelines published under clause 3A.13.2.

3A.13.5. Where a Network Operator is notified of a Potential Relevant Generator Modification in accordance with clause 3A.13.3, it must:

(a) consult with BANANAS before making a decision whether or not to declare the Potential Relevant Generator Modification a Relevant Generator Modification under clause 3A.13.4; and

(b) make the decision whether or not to declare the Potential Relevant Generator Modification a Relevant Generator Modification as soon as practicable.

3A.13.6. A Network Operator must declare a Potential Relevant Generator Modification to be a Relevant Generator Modification where BANANAS advises the Network Operator under clause 3A.13.5 that the Potential Relevant Generator Modification should be declared a Relevant Generator Modification.

3A.13.7. If a Network Operator declares a Potential Relevant Generator Modification to be a Relevant Generator Modification in accordance with clause 3A.13.4, the Network Operator must notify the Market Participant responsible for the Transmission Connected Generating System or Exempt Transmission Connected Generating System.

3A.13.8. If, following consultation with BANANAS in accordance with clause 3A.13.5, a Network Operator does not intend to declare the Potential Relevant Generator Modification to be a Relevant Generator Modification:

(a) the Network Operator must notify the Market Participant responsible for the Transmission Connected Generating System or Exempt Transmission Connected Generating System; and

(b) the Market Participant may undertake the Potential Relevant Generator Modification as notified by the Network Operator subject to any other requirements or obligations that apply to the Market Participant under its Arrangement for Access, the Access Code, the Technical Rules applicable to the Network, these WEM Rules or any applicable law.

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| **Explanatory Note**  Section 3A.14 establishes a Market Participant's obligation to submit relevant Proposed Generator Performance Standards and a proposed Generator Monitoring Plan (or revised plans) if a Network Operator declares a Potential Relevant Generator Modification to be a Relevant Generator Modification.  The process for the approval of Proposed Generator Performance Standards and a proposed Generator Monitoring Plan (or revised plans) is the same as if it was a new generating system connecting to the transmission system.  The Network Operator also has a right (where a Relevant Generator Modification has been declared) to revoke the Transmission Connected Generating System's Approval to Generate Notification.  Where a Relevant Generator Modification is undertaken, the Network Operator can require the Transmission Connected Generating System to conduct Commissioning Tests, and require the Market Participant to obtain an Interim Approval to Generate Notification or an Approval to Generate Notification in accordance with section 3A.8. |

3A.14. Relevant Generator Modifications

3A.14.1. If a Network Operator declares a Potential Relevant Generator Modification to be a Relevant Generator Modification in accordance with clause 3A.13.4 the Market Participant responsible for the Transmission Connected Generating System or Exempt Transmission Connected Generating System must submit:

(a) Proposed Generator Performance Standards, or revised Proposed Generator Performance Standards, addressing each Technical Requirement affected by the Relevant Generator Modification in accordance with clause 3A.5.2 prior to undertaking the Relevant Generator Modification; and

(b) a proposed Generator Monitoring Plan, or revised proposed Generator Monitoring Plan, to BANANAS for approval by the timeframe notified by the Network Operator that meets the requirements in clause 3A.6.4,

for the Transmission Connected Generating System or Exempt Transmission Connected Generating System.

3A.14.2. Where a Market Participant submits Proposed Generator Performance Standards or revised Proposed Generator Performance Standards under clause 3A.14.1(a), the process for consideration and approval of Proposed Generator Performance Standards in section 3A.5 applies.

3A.14.3. Where a Market Participant submits a proposed Generator Monitoring Plan or a revised Generator Monitoring Plan in accordance with clause 3A.14.1(b), the process for consideration and approval of a proposed Generator Monitoring Plan in section 3A.6 applies.

3A.14.4. Where the Network Operator has declared a Relevant Generator Modification, the Network Operator may:

(a) on and from the date that works in respect of the Relevant Generator Modification are scheduled to be undertaken or commence, revoke the Transmission Connected Generating System's Approval to Generate Notification; or

(b) require the Transmission Connected Generating System to conduct Commissioning Tests and, if the Network Operator is not satisfied with the results of the Commissioning Tests, revoke the Transmission Connected Generating System's Approval to Generate Notification,

and require the Market Participant to obtain an Interim Approval to Generate Notification (with or without conditions) or an Approval to Generate Notification, and the process in section 3A.8, as relevant, applies.

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| **Explanatory Note**  New Chapter 3B sets out the new Frequency Operating Standards as specified in the Taskforce Paper *Revising Frequency Operating Standards in the SWIS.* |

3B. Frequency Operating Standards

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| **Explanatory Note**  Clause 3B.1.1 requires BANANAS to ensure the SWIS is operated at the Normal Operating Frequency Band of 50Hz and to achieve the Frequency Operating Standards.  The obligation reflects good practice to operate as close as possible to 50Hz under normal operating circumstances to ensure that the levels of Essential System Services are sufficient (and to not continuously over-speed or under-speed mechanical equipment). |

3B.1. Frequency Operating Standard responsibility

3B.1.1. Notwithstanding section 3B.3, BANANAS must use reasonable endeavours to:

(a) ensure the SWIS is operated with a SWIS Frequency of 50 Hz except under Controlled Circumstances; and

(b) achieve the Frequency Operating Standards set out in this Chapter 3B.

3B.1.2. The Frequency Operating Standards set out in this Chapter 3B only apply to Embedded Systems and Disconnected Microgrids when they are connected to the SWIS.

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| **Explanatory Note**  The Frequency Operating Standards in section 3B.2 relate to existing settings in the SWIS with the exception of the Normal Operating Frequency Excursion Band, for which there is currently no equivalent. This term provides an absolute target or reporting level for normal operations when the system is not operating within the Normal Operating Frequency Band, which is 99% of the time. This allows for the specification of performance targets around the remaining 1%.  The Frequency Operating Standards are set out in Table 1 and Table 2, Appendix 13. |

3B.2. Frequency Bands

3B.2.1. The Normal Operating Frequency Band is the normal frequency operating range set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.2.2. The Normal Operating Frequency Excursion Band is an allowable frequency operating range where no action or response is required by BANANAS for infrequent or momentary excursions outside of the Normal Operating Frequency Band. The frequency operating range and duration are set out in Table 1, Appendix 13 for the SWIS.

3B.2.3. The Credible Contingency Event Frequency Band is the allowable frequency operating range where there has been a Credible Contingency Event on the SWIS. The frequency operating range and duration are set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.2.4. The Island Separation Frequency Band is the allowable frequency operating range immediately following a Separation Event on the SWIS which creates one or more Islands. The frequency operating range and duration are set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.2.5. The Extreme Frequency Tolerance Band represents the frequency operating range that applies to the SWIS Frequency in respect of clause 3B.3.9. The frequency operating range and target timeframes to Stabilise and Recover are set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

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| **Explanatory Note**  Section 3B.3 sets out the bounds of the frequency bands and performance parameters for each frequency band. The section refers to the Frequency Operating Standards in Table 1 and Table 2, Appendix 13. The current SWIS settings are adopted for each band except for the Normal Operating Frequency Excursion Band which is a new band as noted above. |

3B.3. Required SWIS Frequency outcomes

3B.3.1. Other than for an Island, while in an Emergency Operating State or during a system restart, the Accumulated Time Error must be less than 10 seconds for 99% of the time over any rolling 30-day period in the SWIS.

3B.3.2. Subject to clause 3B.3.3, the SWIS Frequency must not exceed the Normal Operating Frequency Band in accordance with the relevant requirements set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.3.3. The SWIS Frequency may exceed the relevant Normal Operating Frequency Band following the occurrence of a Contingency Event.

3B.3.4. Subject to clause 3B.3.8, the SWIS Frequency must not exceed the Normal Operating Frequency Excursion Band, and must Stabilise, in accordance with the relevant requirements set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.3.5. Subject to clause 3B.3.6, for any Credible Contingency Event, the SWIS Frequency must not exceed the relevant rate of change requirements set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.3.6. Clause 3B.3.5 does not apply to the initial formation of an Island following a Separation Event.

3B.3.7. Subject to clause 3B.3.8, the SWIS Frequency must not exceed the Credible Contingency Event Frequency Band, and must Stabilise and Recover, in accordance with the relevant requirements set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.3.8. For the avoidance of doubt, the requirements in clause 3B.3.4 and clause 3B.3.7 do not apply where a Multiple Contingency Event occurs.

3B.3.9. Following a Separation Event, an Island is permitted to be temporarily de-energised with frequency subsequently required to be restored to the relevant requirements set out in Table 2, Appendix 13 for an Island as soon as practicable.

3B.3.10. Subject to clause 3B.3.9, if there is a Separation Event, SWIS Frequency must not exceed the Island Separation Frequency Band, and must Stabilise and Recover, in accordance with the relevant requirements set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island.

3B.3.11. For a Non-Credible Contingency Event or Multiple Contingency Event, reasonable endeavours must be taken to maintain the SWIS Frequency in accordance with the Extreme Frequency Tolerance Band, and to Stabilise and Recover the SWIS Frequency in accordance with the relevant requirements set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island. For the avoidance of doubt, the use of load shedding is acceptable in order to meet the requirements of this clause 3B.3.11.

3B.3.12. Based on the readings recorded in BANANAS’s SCADA system, a Contingency Event, including a Credible Contingency Event, Separation Event, commences at the time SWIS Frequency exceeds the frequencies in the Normal Operating Frequency Excursion Band set out in Table 1, Appendix 13 for the SWIS and Table 2, Appendix 13 for an Island, and ends at the time at which SWIS Frequency Recovers.

3B.3.13. For the avoidance of doubt, reasonable endeavours in this section 3B.3 includes allowance for avoiding pre-contingent load shedding, or to prioritise restoration of load, over meeting the Frequency Operating Standards in an Island.

4 Reserve Capacity Rules

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| **Explanatory Note**  The amendments to section 4.1 including amendments to reflect the following changes to the Reserve Capacity Cycle timeline:   * Expressions of Interest open on 15 January (currently 31 January) and close on 1 March (currently 15 May); * Applications for Certified Reserve Capacity open on 14 April (currently 1 May) and close on 24 June (currently 1 July); * Publication of the ESOO by 17 June (no change); * BANANAS notifies applicants of their Certified Reserve Capacity by 12 August (currently 19 August); * Notification of bilateral trades and provision of Reserve Capacity Security by 25 August (currently 2 September); and * BANANAS assigns Capacity Credits on 30 September and publishes NAQ related information. |

The Reserve Capacity Cycle

4.1. The Reserve Capacity Cycle

4.1.1. This section 4.1 sets out the timetable by which the key events described in this Chapter in respect of each Reserve Capacity Cycle must occur. The events described below comprise a single Reserve Capacity Cycle, except where otherwise indicated. The Reserve Capacity Cycle will be repeated for eachCapacity Year.

4.1.1A. Section 4.28C takes precedence over this section 4.1 and events described in section 4.28C are not required to comply with the timetable in this section 4.1 except where specified in section 4.28C.

4.1.1B. The description of an event in this section 4.1 is for the purpose of identifying where it fits into the Reserve Capacity Cycle, and does not affect the interpretation of the relevant provisions of this Chapter 4.

4.1.1C. BANANAS may modify or extend a date or time set under this section 4.1 and section 4.4B. If BANANAS extends a date or time under this clause 4.1.1C, then it must publish notice of the modified or extended date or time on the WEM Website and the modified or extended date or time takes effect for the purposes of these WEM Rules.

4.1.2. [Blank]

4.1.3. Each Reserve Capacity Cycle:

(a) occurs over four successive calendar years (Year 1 to Year 4);

(b) is identified by reference to the calendar year in which Year 1 of the Reserve Capacity Cycle falls; and

(c) relates to the Reserve Capacity required for the period between the start of the first Trading Interval on 1 October of Year 3 and the end of the last Trading Interval on 1 October of Year 4 of the Reserve Capacity Cycle.

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| **Explanatory Note**  Several changes are being made to the Reserve Capacity Cycle timeframes and processes to accommodate the introduction of the NAQ framework. The changes primarily relate to the bringing forward of several key dates to accommodate the preparation of RCM Limit Advice and Preliminary Constraint Equations to be used in the NAQ assignment process, and to provide BANANAS with more time to complete some of the activities towards the end of Year 1 of the Reserve Capacity Cycle, including, for example, determining Network Access Quantities for Facilities.  Clause 4.1.4 is amended to bring forward the date BANANAS is required to advertise for Expressions of Interest for the Reserve Capacity Cycle from 31 January to 15 January.  Clause 4.1.4 is further amended to remove the redundant reference to the first Reserve Capacity Cycle. |

4.1.4. In respect of each Reserve Capacity Cycle, BANANAS must advertise a Request for Expressions of Interest in accordance with clause 4.2.4 by 5:00 PM on or before 15 January of Year 1 of the Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.5 is amended to bring forward the closing date of submissions in response to BANANAS’s Request for Expressions of Interest from 1 May to 1 March of the Reserve Capacity Cycle.  Clause 4.1.5 is further amended to remove the redundant reference to the first Reserve Capacity Cycle. |

4.1.5. BANANAS must allow potential Reserve Capacity providers to respond to the Request for Expressions of Interest in accordance with section 4.2 until 5:00 PM on the first Business Day falling on or following 1 March of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.6 is amended to bring forward the date BANANAS is required to publish a summary of the responses to its Request for Expressions of Interest from 15 May to 1 April.  Clause 4.1.6 is further amended to remove the redundant reference to the first Reserve Capacity Cycle. |

4.1.6. BANANAS must publish a summary of the responses to its Request for Expressions of Interest in accordance with clause 4.2.7 by 5:00 PM on the first Business Day falling on or following 1 April of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.7 is amended to bring forward the opening date for applications for Certified Reserve Capacity from 1 May to 14 April.  Clause 4.1.7 is further amended to remove the redundant reference to the first Reserve Capacity Cycle. |

4.1.7. BANANAS must accept lodgement of applications for certification of Reserve Capacity for a Reserve Capacity Cycle in accordance with clause 4.9.1 from 9:00 AM on the first Business Day falling on or following 14 April of Year 1 of a Reserve Capacity Cycle.

4.1.8. BANANAS must publish a Statement of Opportunities Report produced in accordance with the Long Term PASA process described in clause 4.5.11 by 5:00 PM on the first Business Day falling on or following 17 June of Year 1 of a Reserve Capacity Cycle.

4.1.9. [Blank]

4.1.10. BANANAS must publish on the WEM Website the Reserve Capacity Information Pack in accordance with clause 4.7.2 by 5:00 PM on the first Business Day falling on or following 17 June of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.11 is amended to bring forward the closing date for applications for Certified Reserve Capacity from 1 July to 24 June.  Clause 4.1.11 is further amended to remove the redundant reference to the first Reserve Capacity Cycle. |

4.1.11. BANANAS must cease to accept lodgement of applications for certification of Reserve Capacity for a Reserve Capacity Cycle in accordance with clause 4.9.1 from 5:00 PM on the last Business Day falling on or before 24 June of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.12 is amended to bring forward the date by which BANANAS is to notify applicants of the Certified Reserve Capacity assigned to their facility from 19 August to 12 August and to make it clear that the clause it also applies to applicants for Early Certified Reserve Capacity.  Clause 4.1.12 is further amended to remove the redundant reference to the first Reserve Capacity Cycle. |

4.1.12. BANANAS must notify each applicant for certification of Reserve Capacity, including applicants for Early Certified Reserve Capacity under clause 4.28C.7, of the Certified Reserve Capacity to be assigned by 5:00 PM on the last Business Day on or before 12 August of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.13 is amended to bring forward the date by which Reserve Capacity Security is required to be provided to BANANAS from 2 September to 25 August, and to remove redundant references to previous Reserve Capacity Cycles. |

4.1.13. Each Market Participant must provide to BANANAS any Reserve Capacity Security required in accordance with clause 4.13.1 and any DSM Reserve Capacity Security required in accordance with clause 4.13A.1 not later than 5:00 PM on the last Business Day falling on or before 25 August of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.14 is amended to bring forward the date by which bilateral trade declarations are required to be provided to BANANAS from 2 September to 25 August, as a consequence of the deletion of the Reserve Capacity Auction, and to remove redundant references to previous Reserve Capacity Cycles. |

4.1.14. Each Market Participant holding Certified Reserve Capacity for a Reserve Capacity Cycle must provide to BANANAS notification in accordance with clause 4.14.1 as to how its Certified Reserve Capacity will be dealt with not later than 5:00 PM on the last Business Day falling on or before 25 August of Year 1 of a Reserve Capacity Cycle.

4.1.15. By 5:00 PM on the first Business Day following the notification deadline specified in clause 4.1.14, BANANAS must confirm to each Market Participant in accordance with clause 4.14.9 the amount of Certified Reserve Capacity that can be traded bilaterally from its Facilities.

4.1.15A. BANANAS must publish the Certified Reserve Capacity for each Facility in accordance with clause 4.9.9A by 5:00 PM on the first Business Day following the confirmation deadline specified in clause 4.1.15.

4.1.16. [Blank]

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| **Explanatory Note**  Clause 4.1.16A is amended to require BANANAS to confirm to Market Participants the Network Access Quantity determined for each of their facilities, to assign Capacity Credits to facilities and determine whether the Reserve Capacity Requirement has been met by 30 September. |

4.1.16A. By 5:00 PM on the last Business Day falling on or before 30 September of Year 1 of a Reserve Capacity Cycle, BANANAS must:

(a) assign Capacity Credits in accordance with clause 4.20.5A(a);

(b) determine in accordance with clause 4.20.5A(aA) whether the Reserve Capacity Requirement has been met or exceeded with the Capacity Credits assigned for Year 3 of the Reserve Capacity Cycle:

i. to Facilities to which section 4.13 applies, for which no Reserve Capacity Security was required to be provided under section 4.13; or

ii. to Demand Side Programmes determined by BANANAS to be in Commercial Operation;

(c) notify each Market Participant of the Network Access Quantity determined for each of its Facilities in accordance with clause 4.15.11; and

(d) publish the information required to be published under clause 4.15.16.

4.1.17. [Blank]

4.1.18. [Blank]

4.1.18A. BANANAS must publish the summary of information described in clause 4.20.5AA by the date and time specified in clause 4.1.16A.

4.1.19. The Economic Regulation Authority must commence a review of the Benchmark Reserve Capacity Price as required by clause 4.16.3 with the objective of completing the review, including consideration of public submissions in relation to that review, so as to allow a reasonable time for the Economic Regulation Authority to determine any proposed change in value and for that value to be implemented prior to the date and time specified in clause 4.1.4 that relates to the following Reserve Capacity Cycle.

4.1.20. [Blank]

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| **Explanatory Note**  Clause 4.1.21 is amended to extend the date for applications by Market Participants for the amount of Reserve Capacity Security or DSM Reserve Capacity Security to be recalculated from 24 September to 1 October. |

4.1.21. A Market Participant may apply to BANANAS:

(a) under clause 4.13.2A for a recalculation of the amount of Reserve Capacity Security required to be held by BANANAS for a Facility in accordance with clause 4.13.2(b); or

(b) under clause 4.13A.8 for a recalculation of the amount of DSM Reserve Capacity Security required to be held by BANANAS for a Demand Side Programme in accordance with clauses 4.13A.1 or 4.13A.4, as applicable,

after 5:00 PM on the last Business Day falling on or before 1 October of Year 1 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.1.21A is deleted as a consequence of the Reserve Capacity Auction being deleted.  New clause 4.20.16 requires a Market Participant to nominate the number of Capacity Credits to be associated with each component of its Facility (not exceeding the level of Certified Reserve Capacity for each such component) where the Capacity Credits assigned to the Facility is less than the Facility’s total Certified Reserve Capacity for each component. New replacement clause 4.1.21A sets out the time and date by when the nomination must occur. |

4.1.21A. By 5:00 PM on the last Business Day falling on or before 30 October of Year 1 of a Reserve Capacity Cycle, each relevant Market Participant must notify BANANAS of the number of Capacity Credits that are to be associated with each component of their Facility for the Capacity Year in accordance with clause 4.20.16.

4.1.21B. If required under clause 4.20.8, BANANAS must issue a Notice of Intention to Cancel Capacity Credits by 5:00 PM on the last Business Day falling on or before 15 August of Year 3 of a Reserve Capacity Cycle, where the notice relates to the Capacity Year that commences on 1 October of Year 3 of that Reserve Capacity Cycle.

4.1.22. Within five Business Days after the notification deadline specified in clause 4.1.21A, BANANAS must:

(a) set the number of Capacity Credits to be associated with each component of a Facility in accordance with clause 4.20.17; and

(b) publish the information in clause 4.1.22(a) on the WEM Website.

4.1.23. Each Market Participant must provide to BANANAS the information described in clause 4.28.8 by 5:00 PM on the last Business Day falling on or before 20 August of Year 3 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Amendments to clauses 4.1.23A and 4.1.23B for weekly settlement.  However, these amendments were inadvertently commenced on 1 October 2021 instead of new maket start. Therefore, the Tranche 5 Amendments reinstates the previous wording and the new required amendments that will apply from new market start will be re-commenced in due course (via the Tranche 5 Amendments). |

4.1.23A. For each Hot Season, BANANAS must determine and publish the 12 Peak SWIS Trading Intervals within five Business Days after the Interval Meter Deadline for the Trading Week containing the last Trading Day of the last Trading Month in the relevant Hot Season. For the avoidance of doubt, BANANAS must not revise the 12 Peak SWIS Trading Intervals after their publication.

4.1.23B. For each Trading Month, BANANAS must determine and publish the 4 Peak SWIS Trading Intervals within five Business Days after the Interval Meter Deadline for the Trading Week containing the last Trading Day of the relevant Trading Month. For the avoidance of doubt, BANANAS must not revise the 4 Peak SWIS Trading Intervals after their publication.

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| **Explanatory Note**  Clauses 4.1.23C and 4.1.24 are amended to clarify that the Indicative Individual Reserve Capacity Requirements and Individual Reserve Capacity Requirements for a Market Participant are only disclosed to that Market Participant. |

4.1.23C. For each Trading Month, BANANAS must determine and provide to each Market Participant that Market Participant’s Indicative Individual Reserve Capacity Requirement in accordance with clause 4.28.6 by 5:00 PM on the Business Day that is 10 Business Days prior to the start of the relevant Trading Month.

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| **Explanatory Note**  Amendments to clause 4.1.24 made for weekly settlement and for registration taxonomy. See also the Explantory Note to clause 4.1.23C. |

4.1.24. For each Trading Month, BANANAS must determine and provide to each Market Participant that Market Participant’s Individual Reserve Capacity Requirement in accordance with clause 4.28.7 by 5:00 PM on the Settlement Statement Date for the Trading Week containing the first Trading Day in the relevant Trading Month.

4.1.25. [Blank]

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| **Explanatory Note**  Clause 4.1.26 is amended as a consequence of the Reserve Capacity Auction being deleted and to remove redundant references to previous Reserve Capacity Cycles.  In particular, clauses 4.1.26(d)(ii)(1), 4.1.26(d)(ii)(2), 4.1.26(e)(iii)(3) and 4.1.26(e)(ii)(4) refer to the date in clause 4.1.12 (i.e. 12 August of Year 1 of the Reserve Capacity Cycle) instead of the scheduled date of the Reserve Capacity Auction in clause 4.1.18(a). |

4.1.26. Reserve Capacity Obligations apply:

(a) [Blank]

(b) [Blank]

(c) [Blank]

(d) for the 2018 Reserve Capacity Cycle:

i. where BANANAS has determined in accordance with clause 4.20.5A(aA) that the Reserve Capacity Requirement has been met or exceeded with the Capacity Credits assigned for Year 3 of the Reserve Capacity Cycle for which no Reserve Capacity Security was required to be provided under section 4.13, from the Trading Day commencing on 1 October of Year 3 of the Reserve Capacity Cycle; and

ii. where BANANAS has determined in accordance with clause 4.20.5A(aA) that the Reserve Capacity Requirement has not been met with the Capacity Credits assigned for Year 3 of the Reserve Capacity Cycle for which no Reserve Capacity Security was required to be provided under section 4.13:

1. from the Trading Day commencing on 1 October of Year 3 of the Reserve Capacity Cycle, for Facilities that were commissioned as at 17 September 2018 or for Facilities which have provided Capacity Credits in one or both of the two previous Reserve Capacity Cycles;

2. from the Trading Day commencing on 1 June of Year 3 of the Reserve Capacity Cycle, for Facilities commissioned between 17 September 2018 and 1 June of Year 3 of the Reserve Capacity Cycle;

2A. from the Trading Day commencing on the scheduled date of commissioning, as specified in accordance with clause 4.10.1(c)(iii)(7), or as revised in accordance with clause 4.27.11A, for Facilities commissioned between 1 June of Year 3 of the Reserve Capacity Cycle and 1 October of Year 3 of the Reserve Capacity Cycle; or

3. from the Trading Day commencing on 1 October of Year 3 of the Reserve Capacity Cycle, for new Energy Producing Systems undertaking Commissioning Tests after 1 October of Year 3 of the Reserve Capacity Cycle; and

(e) from the 2019 Reserve Capacity Cycle:

i. from the Trading Day commencing 1 October of Year 3 of the Reserve Capacity Cycle, where BANANAS has determined in accordance with clause 4.20.5A(aA) that the Reserve Capacity Requirement has been met or exceeded with the Capacity Credits assigned for Year 3 of the Reserve Capacity Cycle:

1. to Facilities to which section 4.13 applies, for which no Reserve Capacity Security was required to be provided under section 4.13; or

2. to Demand Side Programmes determined by BANANAS to be in Commercial Operation, and

ii. where BANANAS has determined in accordance with clause 4.20.5A(aA) that the Reserve Capacity Requirement has not been met with the Capacity Credits assigned for Year 3 of the Reserve Capacity Cycle:

1. to Facilities to which section 4.13 applies, for which no Reserve Capacity Security was required to be provided under section 4.13; or

2. to Demand Side Programmes determined by BANANAS to be in Commercial Operation,

from the Trading Day commencing:

3. on 1 October of Year 3 of the Reserve Capacity Cycle, for Facilities that were commissioned as at 16 September 2019 or for Facilities which have provided Capacity Credits in one or both of the two previous Reserve Capacity Cycles;

4. on 1 June of Year 3 of the Reserve Capacity Cycle, for Facilities commissioned between 16 September 2019 and 1 June of Year 3 of the Reserve Capacity Cycle;

5. on the scheduled date of commissioning, as specified in accordance with clause 4.10.1(c)(iii)(7), or as revised in accordance with clause 4.27.11A, for Facilities commissioned between 1 June of Year 3 of the Reserve Capacity Cycle and 1 October of Year 3 of the Reserve Capacity Cycle; or

6. on 1 October of Year 3 of the Reserve Capacity Cycle, for new Energy Producing Systems undertaking Commissioning Tests after 1 October of Year 3 of the Reserve Capacity Cycle.

4.1.27. [Blank]

4.1.28. [Blank]

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| **Explanatory Note**  Clause 4.1.29 is amended to remove redundant references to previous Reserve Capacity Cycles. |

4.1.29. The Reserve Capacity Price and each Facility Monthly Reserve Capacity Price for a Reserve Capacity Cycle apply from the start of the Trading Day commencing on 1 October of Year 3 of the Reserve Capacity Cycle to the end of the Trading Day ending on 1 October of Year 4 of the Reserve Capacity Cycle.

4.1.30. The Reserve Capacity Obligations for a Facility arising through holding Capacity Credits for a Reserve Capacity Cycle cease to apply from:

(a) subject to clause 4.1.30(b), the completion of the Trading Day ending on 1 October of Year 4 of the Reserve Capacity Cycle; and

(b) the completion of the Trading Day ending on the scheduled date of decommissioning, as specified in accordance with clause 4.10.1(d), for Facilities decommissioned between 1 August of Year 4 of the Reserve Capacity Cycle and 1 October of Year 4 of the Reserve Capacity Cycle.

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| **Explanatory Note**  Clauses 4.1.31 to 4.1.33 are deleted as a consequence of clauses 4.1.34 to 4.1.38 being deleted.  Clauses 4.1.34, 4.1.35, 4.1.36, 4.1.37 and 4.1.38 are deleted as the Constrained Access Certification Review referred to in those clauses is now redundant. |

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| **Explanatory Note**  **Network Access Quantity**  BANANAS is required to determine an initial Network Access Quantity for each Facility (other than a GIA Facility) that was assigned Capacity Credits for the 2021 Reserve Capacity Cycle.  The initial Network Access Quantity for a Facility will be the lower of:   * the Capacity Credits held for the Facility for the 2021 Reserve Capacity Cycle; and * the Certified Reserve Capacity that BANANAS has assigned to the Facility for the 2022 Reserve Capacity Cycle.   The purpose of the initial Network Access Quantity is to give existing holders of Capacity Credits priority over new entrants (which includes any upgrades to existing Facilities) for the purposes of determining Network Access Quantities for Facilities for the 2022 Reserve Capacity Cycle.  The initial Network Access Quantity determined for a Facility does not set the Network Access Quantity to be determined for the Facility in any subsequent Reserve Capacity Cycle.  **CC Uplift Quantity**  The WEM Rules include a supplementary mechanism to ‘uplift’ the allocation assigned to a Facility in the 2021 Reserve Capacity Cycle. The ‘Capacity Credit Uplift’ only applies to non GIA Facilities.  The uplift represents the difference between an initial NAQ value determined for a Facility (in accordance with Step 3(a) of Appendix 3) and the Capacity Credits assigned to the Facility in the 2021 Reserve Capacity Cycle, but is only provided up to the amount of Certified Reserve Capacity assigned to the Facility in the Reserve Capacity Cycle that NAQ is first assigned.  Capacity Credit Uplift Quantities are treated the same as Capacity Credits for the purpose of the WEM Rules except that they will not be taken into account when BANANAS determines whether the Reserve Capacity Requirement has been met.  The sum of a Facility’s NAQ and its Capacity Credit Uplift must not exceed the Facility’s Certified Reserve Capacity.  If the sum of the NAQ and the Capacity Credit Uplift exceeds the Certified Reserve Capacity for the Facility, then the amount of the Capacity Credit Uplift will be reduced. |

4.1A. Initial Network Access Quantities for the 2022 Reserve Capacity Cycle and Capacity Credit Uplift

4.1A.1. For the 2022 Reserve Capacity Cycle, BANANAS must determine an Initial Network Access Quantity in accordance with clause 4.1A.2 for each Facility, other than a GIA Facility, that:

(a) was assigned Capacity Credits for the 2021 Reserve Capacity Cycle; and

(b) has been assigned Certified Reserve Capacity for the 2022 Reserve Capacity Cycle that is intended to be traded bilaterally under clause 4.14.1(c).

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| **Explanatory Note:**  Clause 4.1A.2(a) is amended to reflect that a Non-Scheduled Facility comprising a Non-Intermittent Generation System or Electric Storage Resource may also be assessed under the methodology described in clause 4.11.2(b). |

4.1A.2. The Initial Network Access Quantity to be determined by BANANAS under clause 4.1A.1 for a Facility is a quantity, in MW, equal to:

(a) where the Facility, or a component of the Facility, has been assigned Certified Reserve Capacity using the methodology described in clause 4.11.2(b), the Certified Reserve Capacity assigned to the Facility for the 2022 Reserve Capacity Cycle that is intended to be traded bilaterally in accordance with 4.14.1(c); and

(b) for each other Facility, the lesser of:

i. the Capacity Credits assigned to the Facility for the 2021 Reserve Capacity Cycle; and

ii. the Certified Reserve Capacity assigned to the Facility for the 2022 Reserve Capacity Cycle that is intended to be traded bilaterally in accordance with 4.14.1(c).

4.1A.3. Each Initial Network Access Quantity is to be expressed to a precision of 0.001 MW.

4.1A.4. Subject to clause 4.1A.6, for the 2022 Reserve Capacity Cycle, where a Facility, other than a GIA Facility, is assigned a Network Access Quantity in accordance with section 4.15 that is less than the Initial Network Access Quantity determined by BANANAS under clause 4.1A.1, BANANAS must record the difference as the CC Uplift Quantity for the Facility (“**CC Uplift Quantity**”).

4.1A.5. Where, in respect of a Reserve Capacity Cycle:

(a) a CC Uplift Quantity has been determined for a Facility; and

(b) the sum of the Network Access Quantity determined for the Facility in accordance with section 4.15 and the CC Uplift Quantity determined for the Facility exceeds the Certified Reserve Capacity for the Facility for the Reserve Capacity Cycle,

then BANANAS must reduce the CC Uplift Quantity so that the Network Access Quantity and the revised CC Uplift Quantity equals the Certified Reserve Capacity for the Facility for the Reserve Capacity Cycle.

4.1A.6. At any time the maximum amount of CC Uplift Quantity is to be the sum recorded by BANANAS under clause 4.1A.4, as may be reduced by BANANAS under clause 4.1A.5. To avoid doubt, a CC Uplift Quantity, as may be reduced under clause 4.1A.5, may not be increased in any subsequent Reserve Capacity Cycle.

4.1A.7. Any CC Uplift Quantity is deemed to be a Capacity Credit in the same quantities and subject to the same obligations including testing requirements, refunds, payment arrangements and all other provisions applicable to Capacity Credits (including the determination of the Reserve Capacity Price) under these WEM Rules save that for the purposes of determining whether the Reserve Capacity Requirement has been met or exceeded in accordance with clause 4.20.5A(aA), BANANAS must disregard any CC Uplift Quantity.

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| **Explanatory Note**  The requirement for BANANAS to publish the CC Uplift Quantity applicable to a Facility is moved from clause 10.5.1(f)(xiv) to new clause 4.1A.8 as below. |

4.1A.8. BANANAS must publish the CC Uplift Quantity for each applicable Facility.

The Reserve Capacity Expression of Interest

4.2. The Reserve Capacity Expression of Interest Process

4.2.1. The purpose of the Reserve Capacity Expression of Interest is for a person to notify BANANAS of the amount of new Energy Producing System and Demand Side Management capacity they intend to make available as Reserve Capacity in the Capacity Year to which the Expression of Interest relates. To avoid doubt, a Market Participant or other person, as applicable, must submit an Expression of Interest as a condition of being eligible to seek certification of Reserve Capacity under section 4.8 for any new capacity, which includes an upgrade of a Facility, in the Reserve Capacity Cycle to which the Expression of Interest relates.

4.2.2. BANANAS must prepare a Request for Expressions of Interest which includes the information described in clause 4.3.1.

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| **Explanatory Note**  Clauses 4.2.3(a) and 4.2.4(a) are amended to require BANANAS to publish the Request for Expression of Interest on the WEM Website. |

4.2.3. The Request for Expression of Interest is to be made available:

(a) on the WEM Website; and

(b) to any person on application to BANANAS.

4.2.4. By the date and time specified in clause 4.1.4, BANANAS must have advertised the Request for Expression of Interest, including how to obtain the Request for Expression of Interest:

(a) on the WEM Website; and

(b) in local and national media which, in the opinion of BANANAS, is likely to be seen by potential suppliers of Reserve Capacity.

4.2.5. At its discretion, BANANAS may continue to advertise and promote the Request for Expression of Interest until the deadline for submissions of Expression of Interest specified in clause 4.2.6.

4.2.6. Expressions of Interest must be provided to BANANAS by the time and date specified in clause 4.1.5 and must contain the information described in clause 4.4.1.

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| **Explanatory Note**  Clause 4.2.7(c)(i) is amended to refer to storage as a new Facility Technology Type.  Consequential amendments to clause 4.2.7(c) reflect that Small Aggregation has been moved from being a Facility Technology Type to a Facility under clause 2.29.1B.  Clause 4.2.7 is also amended to exclude EOI Facility Variants from the information that BANANAS must publish in relation to Reserve Capacity Expressions of Interest. This change effectively removes duplicated information which may otherwise provide a misleading indication of the additional Reserve Capacity potentially available under clause 4.2.7(b). |

4.2.7. By the date and time specified in clause 4.1.6, BANANAS must publish the following information:

(a) the total number of Expressions of Interest received;

(aA) the number of Expressions of Interest received, excluding Expressions of Interest for EOI Facility Variants that have not been nominated under clause 4.4.2;

(b) based on the Expressions of Interest referred to in clause 4.2.7(aA), the additional Reserve Capacity potentially available, categorised as:

i. capacity associated with Facilities that are committed; and

ii. capacity associated with Facilities that are not yet committed, where this capacity is to be further categorised between new Facilities for which:

1. an offer by the relevant Network Operator to enter into an Arrangement for Access (“**Access Proposal**”) has been made and all necessary Environmental Approvals granted;

2. applications for both Access Proposals and Environmental Approvals have been made and one or both are being processed;

3. no Access Proposal has been applied for or some or all Environmental Approvals have not been applied for;

(c) based on the Expressions of Interest, the additional Reserve Capacity potentially available by:

i. Facility Technology Types, including:

1. Intermittent Generating Systems;

2. Non-Intermittent Generating Systems; and

3. Electric Storage Resources;

ii. Demand Side Programmes; and

iii Small Aggregation.

(cA) if the Facility is an Energy Producing System, the additional Reserve Capacity potentially available from each technology;

(cB) whether more than one technology is proposed for the Facility or location;

(d) based on the Expressions of Interest, the additional Reserve Capacity potentially available categorised based on fuel type and back-up fuel options;

(e) BANANAS’s estimate of the existing capacity eligible to be assigned Certified Reserve Capacity in the SWIS; and

(f) the preliminary Reserve Capacity Requirement for the Reserve Capacity Cycle to which the Expression of Interest relates that was included in the Request for Expression of Interest.

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| **Explanatory Note**  Clauses 4.3.1(c)(iii), 4.3.1(i)(v), 4.3.1(i)(vi), 4.3.1(i)(vii) and 4.3.1(i)(viii) are deleted as a consequence of the Reserve Capacity Auction being deleted.  Clause 4.3.1(i)(ix) is amended to improving the formatting of the clause.  Clause 4.3.1(d) was amended to reflect that from the 2019 Reserve Capacity Cycle, Market Participants with Demand Side Programmes will be able to bilaterally trade Capacity Credits assigned to their Demand Side Programmes.  Clause 4.3.1(m) was added to require the information in any notices received by BANANAS in accordance with section 4.4A (Notification of Facility Ceasing Operation) in a Request for Expression of Interest. |

4.3. Information to be Included in a Request for Expression of Interest

4.3.1. A Request for Expression of Interest for a Reserve Capacity Cycle must include the following information:

(a) a request for a response by interested parties not later than the relevant time specified in clause 4.1.5;

(b) the preliminary Reserve Capacity Requirement for the Reserve Capacity Cycle determined in accordance with section 4.6;

(c) for each of the three previous Reserve Capacity Cycles (if applicable):

i. the Reserve Capacity Requirement determined in accordance with clause 4.6.1;

ii. the Availability Curve referred to in clause 4.5.10(e) applicable to that Reserve Capacity Cycle;

iii. [Blank]

iv. the number of Capacity Credits acquired by BANANAS;

v. the Benchmark Reserve Capacity Price;

vi. the Reserve Capacity Price;

vii. each Facility Monthly Reserve Capacity Price that applied to a Facility; and

viii. the aggregate quantity of MW of Capacity Credits assigned to Facilities at each of the prices referred to in clauses 4.3.1(c)(vi) and 4.3.1(c)(vii);

(d) the number of Capacity Credits which BANANAS expects to be traded bilaterally in accordance with clause 4.14.1(c);

(e) the amount of capacity expected to be required from new Facilities, where this figure is based on the difference between the value as determined in accordance with clause 4.6.3 and the latest information available to BANANAS as to the aggregate available capacity for the SWIS during the period to which the Reserve Capacity Requirement relates;

(f) the Benchmark Reserve Capacity Price applicable to the relevant Reserve Capacity Cycle;

(g) a brief summary of the eligibility requirements for Reserve Capacity to be certified under section 4.11;

(h) information on how to obtain an electronic version of the WEM Rules;

(i) the following information on timetables and processing times for the Reserve Capacity Cycle:

i. the date and time from which the lodgement of applications for certification of Reserve Capacity will be allowed;

ii. the date and time by which applications for certification of Reserve Capacity must be lodged;

iii. the date and time that applicants for Certified Reserve Capacity will be notified of the Certified Reserve Capacity assigned;

iv. the date and time by which a Market Participant which holds Certified Reserve Capacity must notify BANANAS in accordance with clause 4.14.1 as to how its Reserve Capacity will be dealt with; and

v. the date and time by which BANANAS will publish the Preliminary RCM Constraint Equations;

(j) the information required to be included in an Expression of Interest and the format in which that information is to be presented;

(k) the closing date and time for submission of Expressions of Interest;

(l) who to contact with questions and responses to the Expression of Interest, including that person’s contact details; and

(m) the information specified in clause 4.4A.2 in respect of any Facility where the expected closure date of the Facility has not yet occurred.

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| **Explanatory Note**  Clause 4.4.1(b) is amended to refer to two new Facility types – storage and Small Aggregation (a facility which is aggregated across single or multiple connection points comprising Distributed Energy Resources).  Clause 4.4.1(bA) is amended to specify further information required to assist with BANANAS's determination of an the Indicative Facility Class for a Facility.  Clause 4.4.1(d)(vi) is added to require an Expression of Interest to specify whether the Facility will be nominated to be classified as a Network Augmentation Funding Facility.  Exposure Draft 1 proposed changes to clause 4.4.1(d) to require the inclusion of an Access Proposal/Offer application reference number and date of application in an Expression of Interest where available.  Further changes to section 4.4 to require proponents to signify where multiple Expressions of Interest under the Reserve Capacity Expression of Interest process relate to the same intended Facility, referred to as EOI Facility Variants.  The proponent must also nominate one EOI Facility Variant for BANANAS to formulate Preliminary RCM Constraint Equations and publish the required information under clause 4.2.7.  The changes allow BANANAS to manage its workload in relation to Preliminary RCM Constraint Equations without limiting the number of variations a proponent may wish to submit as an Expression of Interest, noting that the submission of an Expression of Interest is a pre-condition for the application of certification of Reserve Capacity under clause 4.8.2. |

4.4. Information to be Included in an Expression of Interest

4.4.1. An Expression of Interest for a Reserve Capacity Cycle must include the following information:

(a) the identity of the person proposing to provide Reserve Capacity and contact details;

(b) for each Facility covered by the Expression of Interest, its name and location and whether it contains:

i. an Intermittent Generating System;

ii. a Non-Intermittent Generating System;

iii. an Electric Storage Resource;

iv. a Demand Side Programme; and

v. a Small Aggregation;

(bA) if the Facility contains an Energy Producing System:

i. the expected nameplate capacity for each technology; and

ii. the maximum Reserve Capacity anticipated to be available from each technology;

(bB) whether more than one technology is proposed for the Facility or location;

(bC) whether the Expression of Interest is for an EOI Facility Variant and, if so, whether the Expression of Interest is nominated under clause 4.4.2;

(c) the maximum Reserve Capacity anticipated to be available from each Facility;

(d) for each Facility:

i. the expected earliest date that the Facility will be able to be fully operational;

ii. the status of any applications for Access Proposals in respect of that Facility;

iii. the status of any applications for Environmental Approvals required in respect of that Facility;

iv. details of the type and quantity of fuel expected to be available to that Facility;

v. the hours during a typical week when the Facility will not be available to be dispatched due to staffing restrictions or other factors;

vi. whether the Facility is expected to be nominated to be classified as a Network Augmentation Funding Facility;

vii. whether the Facility has entered into or is expected to enter into an NCESS Contract;

viii. if an application under clause 4.4.1(d)(ii) has been submitted, the application reference number provided by the Network Operator; and

ix. if an application under clause 4.4.1(d)(ii) has been submitted, the date the application was submitted to the Network Operator; and

(e) any other information specified by BANANAS in the Request for Expression of Interest under clause 4.3.1(j).

4.4.2. A person who submits two or more Expressions of Interest for EOI Facility Variants must nominate one Expression of Interest to be used by BANANAS for the purposes of clauses 4.2.7(b) and 4.4B.4.

4.4.3. If:

(a) a person submits two or more Expressions of Interest and does not specify that any of the Expressions of Interest is for an EOI Facility Variant under clause 4.4.1(bC); and

(b) BANANAS reasonably considers that two or more of the Expressions of Interest are for EOI Facility Variants,

BANANAS may (after using reasonable endeavours to consult with the person) select one Expression of Interest to use for the purposes of clauses 4.2.7(b) and 4.4B.4. The Expression of Interest selected by BANANAS is deemed to be the Expression of Interest nominated by the person under clause 4.4.2.

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| **Explanatory Note**  Clause 4.4A.1 is amended to require a notice that a Facility is to cease operation permanently to apply to all Facilities except Non-Scheduled Facilities.  Clause 4.4A.1 is intended to be a Category C civil penalty provision.  The *Electricity Industry (Wholesale Electricity Market) Regulations 2004* will be amendedto include the notice requirement as a Category C civil penalty provision and for the civil penalty to be paid into the Consolidated Account. Consequently, there are no WEM Rules which deal with the distribution of the civil penalty (c/f regulation 37(b) *Electricity Industry (Wholesale Electricity Market) Regulations 2004*).  As clause 4.4A.1 is to be a Category C civil penalty provision, clause 4.4A.5 makes provision for some limited exceptions.  The phrase 'unexpected catastrophic event' is not defined because its meaning will need to be considered in the context of the 'event' at the relevant time and will be a matter to be considered during any investigation for non-compliance with the notification obligations.  For the same reasons, the phrase "no longer commercially viable" is also not defined.  Clause 4.4A.1 is amended to clarify the Facilities the notice requirement applies to. |

4.4A. Notification of Facility Ceasing Operation

4.4A.1. Where a Facility, that is not a Demand Side Programme with less than 10 MW of Capacity Credits assigned to the Demand Side Programme at the time the notice is given or required to be given under this clause 4.4A.1 or a Non-Scheduled Facility, is to cease operation permanently, the Market Participant to whom that Facility is registered must:

(a) notify BANANAS of the expected closure date of the Facility in accordance with this section 4.4A; and

(b) subject to clause 4.4A.5, specify an expected closure date of not less than three years from the date the notice is given to BANANAS.

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| **Explanatory Note**  Clause 4.4A.2(f) requires BANANAS to publish the NAQ determined for a Facility where the Market Participant for that Facility has given BANANAS a notice under clause 4.4A.1 of its intent that the Facility is to cease operation permanently.  Where a Market Participant subsequently withdraws a notice under clause 4.4A.6, under clause 4.15.12, the NAQ for the Facility will not be reinstated, and the Facility will be treated as a “new” facility in the priority order in Appendix 3. |

4.4A.2. BANANAS must within five Business Days after receiving a notice under clause 4.4A.1, publish the following information on the WEM Website:

(a) the name of the Market Participant that provided the notice;

(b) the name of the Facility specified in the notice;

(bA) the Transmission Node Identifier for the Facility;

(bB) the geographical location for the Facility;

(c) the Capacity Credits, in MW, assigned to the Facility at the time of the notice and for any subsequent Reserve Capacity Cycle;

(d) the Standing Data nameplate capacity of the Facility, expressed in MW; and

(e) the expected closure date of the Facility; and

(f) the Network Access Quantity assigned to the Facility at the time of the notice and for any subsequent Reserve Capacity Cycle.

4.4A.3. A Market Participant must, as soon as practicable, notify BANANAS of any changes to the expected closure date of a Facility by amending the notice given under clause 4.4A.1.

4.4A.4. BANANAS must within five Business Days after receiving notification under clause 4.4A.3, publish the revised expected closure date of the Facility on the WEM Website.

4.4A.5. A notice under clause 4.4A.1, as may be amended in accordance with clause 4.4A.3, may specify an expected closure date of less than three years where:

(a) the Market Participant becomes insolvent within the meaning of clause 9.19.2;

(b) the Facility specified in the notice has suffered an unexpected catastrophic event; or

(c) the Market Participant forms the view, in good faith, that the Facility specified in the notice is now no longer commercially viable due to reasons beyond its control that were not reasonably foreseeable,

and as a result the Facility is to cease operation permanently.

4.4A.6. A Market Participant may, by notice in writing to BANANAS, withdraw a notice given under clause 4.4A.1 if the withdrawal is made in good faith.

4.4A.7. BANANAS must within five Business Days after receiving a notice under clause 4.4A.6, publish notification of the withdrawal of a notice under clause 4.4A.1 on the WEM Website.

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| **Explanatory Note**  Section 4.4B requires Network Operators to provide information with respect to the thermal capabilities of its Network (at 41 degrees) which BANANAS will use to develop Constraint Equations for use in the Network Access Quantity Model. The Network Access Model is to be developed by BANANAS to determine a Network Access Quantity (where applicable) for a Facility. A Network Access Quantity is critical to determining the Capacity Credits to be assigned to a Facility for a Reserve Capacity Cycle. See section 4.15 for further information.  RCM Limit Advice (including supporting information) and RCM Constraint Equations will be published to enable Market Participants to form a view on the potential Network Access Quantity to be determined for their Facility before the window for applications for certification of Reserve Capacity closes. |

4.4B. RCM Limit Advice and RCM Constraint Equations

4.4B.1. Each Network Operator must provide RCM Limit Advice to BANANAS in respect to its Network in accordance with this section 4.4B and section 2.27A.

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| **Explanatory Note**  Clause 4.4B.2 requires BANANAS to provide details to the relevant Network Operator of any Facilities for which an Expression of Interest to provide Reserve Capacity in the Reserve Capacity Cycle has been received by BANANAS, and Facilities which are intended to cease operation permanently by 1 October of Year 3 of that Reserve Capacity Cycle. |

4.4B.2. By 5:00 PM on the last Business Day falling on or before 8 March in Year 1 of a Reserve Capacity Cycle, BANANAS must provide each Network Operator, in respect of its Network for the Reserve Capacity Cycle:

(a) details of each Facility specified in an Expression of Interest submitted under clause 4.2.6 for the Reserve Capacity Cycle, including the information in clause 4.4.1;

(b) details of each Facility for which BANANAS has received a notice under clause 4.4A.1 where the intention is for the Facility to cease operation permanently by 1 October of Year 3 of the Reserve Capacity Cycle;

(c) details of each Facility for which BANANAS has received an Early Certified Reserve Capacity application and whether the Facility has nominated to be classified as a Network Augmentation Funding Facility; and

(d) details of any NCESS Contracts procured by BANANAS which are expected to be in service by 1 October of Year 3 of the Reserve Capacity Cycle, and is expected to impact information provided by a Network Operator under clause 4.4B.5.

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| **Explanatory Note**  Clause 4.4B.3 sets out the information a Network Operator must take into account when in estimating the peak transfer capability of its Network. |

4.4B.3. By 5:00 PM on the last Business Day falling on or before 15 April in Year 1 of a Reserve Capacity Cycle, each Network Operator must, in respect of its Network, reasonably estimate the configuration at peak demand, and associated Thermal Network Limits of its Network:

(a) by:

i. assuming an ambient temperature of 41 degrees Celsius;

ii. taking into account:

1. all new Network augmentations that will be in-service, including separate Thermal Network Limits for Facilities nominated to be classified as Network Augmentation Funding Facilities;

2. all transmission Network assets scheduled to be retired; and

3. all NCESS Contracts expected to be in-service,

as at 1 October of Year 3 of the Reserve Capacity Cycle;

iii. including the connection of new Facilities notified by BANANAS under clauses 4.4B.2(a) and 4.4B.2(c); and

iv. including the impact of any Facilities notified by BANANAS under clause 4.4B.2(b); and

(b) in accordance with the WEM Procedure referred to in clause 2.27A.11(b)(i).

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| **Explanatory Note**  Clause 4.4B.4 is amended and new clause 4.4B.4A inserted to allow BANANAS to limit the formulation of Preliminary RCM Constraint Equations to only one EOI Facility Variant. |

4.4B.4. Subject to clause 4.4B.4A, BANANAS must formulate Preliminary RCM Constraint Equations and RCM Constraint Equations in accordance with this section 4.4B. In formulating Preliminary RCM Constraint Equations and RCM Constraint Equations, BANANAS must:

(a) use RCM Limit Advice and Limit Advice available in relation to Non-Thermal Network Limits to develop Preliminary RCM Constraint Equations and RCM Constraint Equations; and

(b) where a Network Operator has not been able to provide Non-Thermal Network Limits for Facilities that are not yet in-service or Facilities subject to an NCESS Contract in accordance with clause 2.27A.6 at the time specified in clause 4.4B.5, use Non-Thermal Network Limits which, in its reasonable opinion, most closely represent the expected Non-Thermal Network Limit for the Facility.

4.4B.4A. BANANAS is not required to formulate Preliminary RCM Constraint Equations for a Facility that is an EOI Facility Variant unless the Expression of Interest is:

(a) nominated under clause 4.4.2; or

(b) deemed to be nominated in accordance with clause 4.4.3.

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| **Explanatory Note**  Clause 4.4B.5 describes the information each Network Operator is required to provide to BANANAS with respect to its Network. |

4.4B.5. By 5:00 PM on the last Business Day falling on or before 15 April in Year 1 of a Reserve Capacity Cycle, each Network Operator must provide the following information in respect of its Network to BANANAS:

(a) the estimated proportion of the peak demand of its Network as at 1 October of Year 3 of the Reserve Capacity Cycle determined under clause 4.4B.3 at each Electrical Location on its Network;

(b) its estimate of the Thermal Network Limits of its Network taking into account all new Network augmentations that will be in-service by the relevant Capacity Year specified in applications for Early Certified Reserve Capacity under section 4.28C, including separate Thermal Network Limits for Facilities nominated to be classified as Network Augmentation Funding Facilities;

(c) the Electrical Location and identity of any new load, or increase of an existing load, equal to or greater than 10 MW that the relevant Network Operator expects to be connected to its Network and in-service by 1 October of Year 3 of the Reserve Capacity Cycle;

(d) in the form of RCM Limit Advice, its estimate of the configuration and associated Thermal Network Limits of its Network as at 1 October of Year 3 of the current Reserve Capacity Cycle determined under clause 4.4B.3; and

(e) an explanation for any changes to the RCM Limit Advice provided to BANANAS for the Reserve Capacity Cycle from the RCM Limit Advice provided to BANANAS for a previous Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.4B.6 requires BANANAS to publish RCM Limit Advice (which includes RCM Limit Advice Inputs) and RCM Constraint Equations.  The information is required to be published in the Constraints Library, which forms part of the Congestion Information Resources on the WEM Website. The definition of “Constraints Library” in the Chapter 11 glossary is amended accordingly. |

4.4B.6. By 5:00 PM on the last Business Day falling on or before 20 May in Year 1 of the Reserve Capacity Cycle, BANANAS must publish the following information in the Constraints Library for the Reserve Capacity Cycle:

(a) the information provided by each Network Operator under clause 4.4B.5; and

(b) the Preliminary RCM Constraint Equations.

The Long Term SWIS Capacity Requirements

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| **Explanatory Note**  Section 4.5 is amended by the October 2021 RCM Pricing Amendments that commence on 1 October 2021 as a result of tranche based dispatch payments for Demand Side Programmes ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year). However, as this companion version of the WEM Rules does not show deletions, please refer to the October 2021 RCM Pricing Amendments to see the changes to section 4.5. |

4.5. Long Term Projected Assessment of System Adequacy

4.5.1. The Long Term PASA must be performed annually by BANANAS and must address each of the years in the Long Term PASA Study Horizon.

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| **Explanatory Note**  Clause 4.5.2 is amended in line with the new registration taxonomy, and to link the production profiles to Intermittent Generating systems and not Facility Classes. |

4.5.2. The Long Term PASA must take into account:

(a) demand growth scenarios, including peak and annual energy requirements;

(b) expected Demand Side Management capabilities;

(c) generation capacity expected to be available, including details of any Early Certified Reserve Capacity, seasonal capacities, Essential System Service capabilities, long duration outages, and production profiles for Intermittent Generating Systems;

(d) expected transmission network capabilities allowing for expansion plans, losses and constraints;

(e) the capacity described in clause 4.5.2A; and

(f) expected Electric Storage Resource capabilities.

4.5.2A. BANANAS must determine an estimate of the Reserve Capacity required to cover the forecast cumulative needs of Intermittent Loads such that:

(a) this Reserve Capacity estimate is in addition to the Reserve Capacity required to satisfy the Planning Criterion in the situation where there were no Intermittent Loads; and

(b) this Reserve Capacity estimate must be set by BANANAS to equal the sum over all expected Intermittent Loads of their forecast maximum possible Intermittent Load levels multiplied by:

i. the ratio of:

1. the Reserve Capacity Target for the relevant Capacity Year as described in clause 4.5.10(b)(i); and

2. the expected peak demand for the relevant Capacity Year as described in clause 4.5.10(b)(ii);

ii. minus one.

4.5.3. BANANAS must notify Rule Participants of the information that it requires from them in the areas described in clause 4.5.2, in respect of each year of the Long Term PASA Study Horizon, no later than 1 April of Year 1 of the relevant Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.5.3A is amended to remove the references to Intermittent Loads that are not yet registered. |

4.5.3A. The information requested by BANANAS under clause 4.5.3 must include a request for Market Participants to provide to BANANAS, for Intermittent Loads and Loads that are expected to be operating as Intermittent Loads during the second Capacity Year commencing during the Long Term PASA Study Horizon, the amount of capacity required to serve the Load in the event of a failure of on-site generation where this amount of capacity cannot exceed the greater of:

(a) the maximum allowed level of Intermittent Load specified in Standing Data for that Intermittent Load at the time of providing the data; and

(b) the Contractual Maximum Demand associated with that Intermittent Load to apply during the Capacity Year to which the nomination relates. The Market Participant must provide evidence to BANANAS of this Contractual Maximum Demand level unless BANANAS has previously been provided with that evidence.

4.5.4. Rule Participants must provide the data requested by BANANAS in accordance with clause 4.5.3 within 15 Business Days from the date of that request.

4.5.5. BANANAS may request from persons who are not Rule Participants information in the areas described in clause 4.5.2 in respect of each year of the Long Term PASA Study Horizon.

4.5.6. BANANAS must review the information provided to it in accordance with clause 4.5.4 and as a result of a request under clause 4.5.5, and where necessary, seek clarifications.

4.5.7. BANANAS must treat all information provided to it in accordance with clauses 4.5.4, 4.5.5 and 4.5.6 as confidential except where the provider has granted permission for its release or as otherwise provided under these WEM Rules. However, BANANAS may release any such information as part of an unidentifiable component of an aggregate number in a Statement of Opportunities Report.

4.5.8. Where information provided to BANANAS in accordance with clauses 4.5.4, 4.5.5 and 4.5.6 is not adequate or is insufficient for the purpose for which it is required, BANANAS may make its own estimate and use that estimate in place of information provided in accordance with clauses 4.5.4, 4.5.5 and 4.5.6.

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| **Explanatory Note**  Clause 4.5.9(a)(ii) is amended to replace the maximum capacity of the largest generating unit with the largest contingency expected at the time of forecast peak demand in the determination of the reserve margin. The change is a recommendation of the 2021/2022 Review of the Reserve Capacity Mechanism.  Clause 4.5.9(b) is amended to require BANANAS to take into account the maximum transfer capability of the Network to meet demand. |

4.5.9. The Planning Criterion to be used by BANANAS in undertaking a Long Term PASA study is that there should be sufficient available capacity in each Capacity Year during the Long Term PASA Study Horizon to:

(a) meet the forecast peak demand (including transmission losses and allowing for Intermittent Loads) supplied through the SWIS plus a reserve margin equal to the greater of:

i. 7.6% of the forecast peak demand (including transmission losses and allowing for Intermittent Loads); and

ii. the size, in MW, of the largest contingency relating to loss of supply (related to any Facility, including a Network) expected at the time of forecast peak demand (including transmission losses and allowing for Intermittent Loads),

while maintaining the SWIS frequency in accordance with the Normal Operating Frequency Band and the Normal Operating Frequency Excursion Band. The forecast peak demand should be calculated to a probability level that the forecast would not be expected to be exceeded in more than one year out of ten; and

(b) limit expected energy shortfalls to 0.002% of annual energy consumption (including transmission losses and taking into account transmission network capabilities including constraints).

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| **Explanatory Note**  Clause 4.5.10(d) is amended for consistency with the drafting style of the WEM Rules and to reflect new terminology. |

4.5.10. BANANAS must use the information assembled to:

(a) assess the extent to which the anticipated installed capacity of the Energy Producing Systems and Demand Side Management capacity is capable of satisfying the Planning Criterion, identifying any capacity shortfalls in each Relevant Year in the Long Term PASA Study Horizon, for each of the following scenarios:

i. median peak demand assuming low demand growth;

ii. one in ten year peak demand assuming low demand growth;

iii. median peak demand assuming expected demand growth;

iv. one in ten year peak demand assuming expected demand growth;

v. median peak demand assuming high demand growth;

vi. one in ten year peak demand assuming high demand growth,

where the low, expected, and high demand growth cases reflect demand changes stemming from different levels of economic growth, with these being temperature adjusted to produce the one in ten year peak demand cases.

(b) forecast the Reserve Capacity Target and corresponding expected peak demand for each Capacity Year during the Long Term PASA Study Horizon, where:

i. the Reserve Capacity Target for a Capacity Year is the capacity required to meet the Planning Criterion in that year under the scenario described in clause 4.5.10(a)(iv); and

ii. the expected peak demand in that year is the peak demand under the scenario described in clause 4.5.10(a)(iv);

(c) identify and assess any potential capacity shortfalls isolated to a sub-region of the SWIS resulting from expected restrictions on transmission capability or other factors;

(d) identify any potential transmission, generation, storage or demand side capacity augmentation options to alleviate capacity shortfalls identified inclauses 4.5.10(a) and 4.5.10(c); and

(e) develop a two dimensional duration curve of the forecast minimum capacity requirements over the Capacity Year (“Availability Curve”) for each of the second and third Capacity Years of the Long Term PASA Study Horizon. The forecast minimum capacity requirement for each Trading Interval in the Capacity Year must be determined as the sum of:

i. the forecast demand (including transmission losses and allowing for Intermittent Loads) for that Trading Interval under the scenario described in clause 4.5.10(a)(iv); and

ii. the difference between the Reserve Capacity Target for the Capacity Year and the maximum of the quantities determined under clause 4.5.10(e)(i) for the Trading Intervals in the Capacity Year.

4.5.11. BANANAS must publish the Statement of Opportunities Report for a Reserve Capacity Cycle by the date specified in clause 4.1.8.

4.5.12. For the second and third Capacity Years of the Long Term PASA Study Horizon, BANANAS must determine the following information:

(a) [Blank]

(b) the minimum capacity required to be provided by Availability Class 1 capacity if Power System Security and Power System Reliability is to be maintained. This minimum capacity is to be set at a level such that if:

i all Availability Class 2 capacity were activated during the Capacity Year so as to minimise the peak demand during that Capacity Year; and

ii the Planning Criterion and the criteria for evaluating Outage Plans set out in clause 3.18E.8 were to be applied to the load scenario defined by clause 4.5.12(b)(i), then

it would be possible to satisfy the Planning Criterion and the Outage Evaluation Criteria, as applied in clause 4.5.12(b)(ii), using, to the extent that the capacity is anticipated to provide Certified Reserve Capacity, the anticipated installed Availability Class 1 capacity and, to the extent that further Availability Class 1 capacity would be required, an appropriate mix of Availability Class 1 capacity to make up that shortfall; and

(c) the capacity associated with Availability Class 2, where this is equal to the Reserve Capacity Target for the Capacity Year less the minimum capacity required to be provided by Availability Class 1 capacity under clause 4.5.12(b).

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| **Explanatory Note**  Clauses 4.5.13(eA) and 4.5.13(eB) are added to require BANANAS to include in the ESOO information regarding certain aspects of network congestion to assist smaller Market Participants to understand the effect of such network congestion. |

4.5.13. The Statement of Opportunities Report must include:

(a) the input information assembled by BANANAS in performing the Long Term PASA study including, for each Capacity Year of the Long Term PASA Study Horizon:

i. the demand growth scenarios used;

ii. the capacities of each energy producing Registered Facility;

iii. the generation capacities of each committed energy producing project;

iv. the generation capacities of each probable energy producing project;

v. the Demand Side Management capability and availability;

vA. the amount of Reserve Capacity forecast to be required to serve the aggregate Intermittent Load;

vi. the assumptions about transmission network capacity, losses and network and security constraints that impact on study results; and

vii. a summary of the methodology used in determining the values and assumptions specified in (i) to (vi), including methodological changes relative to previous Statement of Opportunities Reports;

(b) the Reserve Capacity Target for each Capacity Year of the Long Term PASA Study Horizon;

(c) the amount by which the installed Energy Producing System capacity plus the Demand Side Management available exceeds or falls short of the Reserve Capacity Target for each Capacity Year and each demand growth scenario considered in the study;

(d) the extent to which localised supply restrictions will exist while satisfying the Reserve Capacity Target for each Capacity Year and each demand growth scenario considered in the study;

(e) a statement of potential Energy Producing System, demand side and transmission options that would alleviate capacity shortfalls relative to the Reserve Capacity Target and to capacity requirements in Electrical Locations of the SWIS;

(eA) information used by BANANAS to apportion peak demand under clause 4.5.10(a)(iv) across Electrical Locations reflecting information provided under clause 4.4B.5;

(eB) for each Capacity Year of the Long Term PASA Horizon:

i. any planned changes (other than augmentations covered by clause 4.5.13(eB)(ii)) that are expected to impact Network limits or constraints;

ii. any planned augmentations to the SWIS, including augmentations to be paid for by an applicant seeking access, or increase to an Arrangement for Access, to the transmission system that is publicly available information and of which BANANAS is aware;

iii. any Network limitations identified in the Network Access Quantity Model outputs in the immediately preceding Reserve Capacity Cycle; and

iv. details of each Facility for which BANANAS has received a notice under clause 4.4A.1 where the intention is for the Facility to cease operation permanently;

(f) the Availability Curve for the second and third Capacity Years of the Long Term PASA Study Horizon; and

(g) the quantities determined under clause 4.5.12 for the second and third Capacity Years of the Long Term PASA Study Horizon.

4.5.14. BANANAS must document the procedure it follows in conducting the Long Term PASA in a WEM Procedure.

4.5.15. From time to time, and at least once in every five year period starting from 1 July 2021 the Coordinator, with the assistance of BANANAS, must conduct a review of the Planning Criterion and the process in the WEM Procedure specified in clause 4.5.14 by which BANANAS forecasts SWIS peak demand. This review must include:

(a) a review of the technical analysis; and

(b) a cost-benefit study on the effects on stakeholders of a variety of levels of generation adequacy.

4.5.16. In conducting a review under clause 4.5.15, the Coordinator must invite submissions on the performance of the Planning Criterion and the process by which BANANAS forecasts SWIS peak demand from Rule Participants, and must specify a reasonable time by which submissions must be lodged. The Coordinator must take into account in the review any submissions received within the time specified, and may take into account any late submission.

4.5.17. The Coordinator must make available a draft of the report described in clause 4.5.18 to Rule Participants for comment and invite submissions on the draft report. The Coordinator must specify a reasonable time by which submissions must be lodged, and must take into account any submissions received within the time specified, and may take into account any late submission.

4.5.18. After concluding the review described in clause 4.5.15, the Coordinator must publish a final report containing:

(a) issues identified by the Coordinator;

(b) assumptions made by the Coordinator in undertaking the review;

(c) submissions received by the Coordinator from Rule Participants in accordance with clause 4.5.16;

(d) the Coordinator’s responses to the issues raised in those submissions;

(e) the results of the technical and cost-benefit studies;

(f) the submissions on the draft report received by the Coordinator from Rule Participants in accordance with clause 4.5.17;

(g) the Coordinator’s responses to the issues raised in those submissions; and

(h) any recommended changes to the Planning Criterion.

4.5.19. Where the Coordinator finds that a change to the process by which BANANAS forecasts SWIS peak demand would be beneficial in light of the Wholesale Market Objectives, it must:

(a) make a Rule Change Proposal to implement the change; and/or

(b) make a Procedure Change Proposal to implement the change.

4.5.20. If the Coordinator contracts with a third party to conduct any analysis required under this section 4.5, then:

(a) the Coordinator must ensure that the third party is familiar with the methodology employed in conducting the analysis required under this section 4.5 in previous years; and

(b) the Coordinator must approve any variations in the process to be used by that third party and variations may only be accepted if not inconsistent with the requirements specified in the WEM Rules or a WEM Procedure.

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| **Explanatory Note**  Section 4.5A contains the provisions for the implementation of the overall regulatory framework for future Whole of System Plans. |

4.5A. Whole of System Plan

4.5A.1. The Coordinator must prepare and publish on the Coordinator’s Website a Whole of System Plan in accordance with this section 4.5A.

4.5A.2. The Coordinator must prepare and publish a Whole of System Plan by 30 September 2025 and then at least once every five years thereafter.

4.5A.3. If, after a Whole of System Plan is published, new information becomes available that, in the Coordinator’s opinion, may materially affect one or more of the outcomes specified in the current Whole of System Plan, the Coordinator may update that Whole of System Plan.

4.5A.4. A Whole of System Plan remains in effect until:

(a) a subsequent Whole of System Plan is published pursuant to clause 4.5A.2; or

(b) in respect to a part of the Whole of System Plan, an update to that part of the Whole of System Plan is published in accordance with clause 4.5A.3.

4.5A.5. The purposes of a Whole of System Plan are to:

(a) plan for the efficient development of the SWIS to meet the power system needs of the SWIS including with respect to Power System Security and Power System Reliability for a planning horizon of at least 20 years;

(b) assist in the transition to a lower-emissions power system by guiding the efficient integration of renewable generation and identifying opportunities for new technologies, such as energy storage;

(c) identify requirements for network investment and inform the regulatory test for network projects;

(d) inform industry’s decisions regarding efficient power system investment opportunities in the SWIS; and

(e) inform policy makers on the future needs of the power system.

4.5A.6. A Whole of System Plan must:

(a) identify options for the development of the SWIS to maintain Power System Security and Power System Reliability at the lowest sustainable cost across demand growth scenarios, including peak and annual energy requirements;

(b) test alternative scenarios through the use of modelling and sensitivities, including the assessment of the impact on the power system and its various components across the different scenarios;

(c) identify investment options that would minimise costs to consumers; and

(d) test alternative network investment options and identify optimal network investment options.

4.5A.7. In preparing a Whole of System Plan, the Coordinator must develop an approach to:

(a) determining the scenarios to be modelled;

(b) the modelling methodology to apply; and

(c) the method for selecting optimal network investment options.

4.5A.8. The Coordinator must publish on the Coordinator's Website:

(a) the Coordinator’s approach to each of the matters referred to in clause 4.5A.7; and

(b) guidance on the information and assistance to be provided by BANANAS, Western Power and other Rule Participants in accordance with clause 4.5A.11,

prior to developing the Whole of System Plan that is required to be developed by the Coordinator under clause 4.5A.2 by 30 September 2025.

4.5A.9. The Coordinator may from time to time amend the Coordinator’s approach to any of the matters referred to in clause 4.5A.7 by publishing the updated approach on the WEM Website.

4.5A.10. The Coordinator must collaborate with BANANAS and Western Power in preparing the Whole of System Plan.

4.5A.11. At the request of the Coordinator, BANANAS, Western Power and other Rule Participants must provide information and assistance, which is, in the Coordinator’s opinion, necessary or desirable to enable the Coordinator to effectively prepare a Whole of System Plan.

4.5A.12. In preparing a Whole of System Plan, the Coordinator may, in addition to the matters referred to in this section 4.5A, consider any other matters and information the Coordinator considers relevant.

4.5A.13. Before publishing a Whole of System Plan under clause 4.5A.1, the Coordinator must:

(a) publish a draft Whole of System Plan; and

(b) invite Rule Participants and other interested persons, including proponents of non-network options, to make submissions on the draft Whole of System Plan by no later than a specified date (with the date to be specified by the Coordinator to be no earlier than 20 Business Days after the date on which the draft Whole of System Plan is published).

4.5A.14. A draft Whole of System Plan must:

(a) identify a range of scenarios;

(b) for each identified scenario, identify development options and potential projects;

(c) describe how each identified scenario performs under any reasonable sensitivities;

(d) assess the impact of each identified scenario on the power system and its various components;

(e) include the results of the assessment for each identified scenario, together with an explanatory statement regarding the results;

(f) include relevant information about network constraints, development opportunities across both the transmission and the distribution systems;

(g) identify any Priority Project that Western Power is able to progress in accordance with the relevant provisions of the Electricity Network Access Code; and

(h) provide an initial assessment, developed in consultation with each Network Operator, of whether non-network options are reasonably likely to meet a relevant identified network need.

4.5A.15. The Coordinator must provide a copy of a Whole of System Plan to the Minister before publishing it in accordance with clause 4.5A.1.

4.5A.16. The Whole of System Plan to be published by the Coordinator under clause 4.5A.1 must include:

(a) all relevant matters referred to in clauses 4.5A.6 and 4.5A.14;

(b) a summary of each submission received on the draft Whole of System Plan and the Coordinator’s response to it; and

(c) any other matters the Coordinator considers relevant to the Whole of System Plan.

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| **Explanatory Note**  New section 4.5B creates obligations for Western Power to:   * prepare and publish a Transmission System Plan (TSP); * consult with BANANAS and the Coordinator on the assumptions, scenarios and inputs to ensure that, where relevant, different planning activities use the same analysis (e.g. modelling for the Whole of System Plan could be utilised by Western Power for its TSP); and * seek consumer feedback in the development of a TSP. |

4.5B. Transmission System Plan

4.5B.1. A Network Operator must develop a Transmission System Plan, and publish it on the Network Operator’s website, in accordance with this section 4.5B.

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| **Explanatory Note**  Clause 4.5B.2 is to ensure that Western Power develops the Transmission System Plan together with its Network Opportunity Map, which must be published by 1 October each year in accordance with the Access Code. The intent is to avoid duplication between the planning processes and to ensure that the same assumptions and inputs are used to the extent reasonably practicable. |

4.5B.2. A Network Operator must publish a Transmission System Plan by no later than 1 October each year, in conjunction with its Network Opportunity Map.

4.5B.3. A Transmission System Plan must:

(a) establish a plan for the efficient development of a transmission system for a planning horizon of at least 10 years;

(b) meet the Power System Security and Power System Reliability requirements; and

(c) be in the long-term interests of consumers.

4.5B.4. A Transmission System Plan must include:

(a) a summary of any significant costs to the Wholesale Electricity Market that have arisen, or may potentially arise, due to the condition of the transmission network, including:

i. binding Network Constraints, and the estimated market costs of those binding Network Constraints; and

ii. the frequency and magnitude of Energy Uplift Payments, including for Facilities subject to Network Constraints;

(b) a set of investment options for developing the transmission system over the relevant planning horizon, which must consider network and non-network solutions to address the matters identified under clause 4.5B.4(a);

(c) analysis of market related data and an assessment of the costs and benefits, including to the Wholesale Electricity Market, of the investment options identified under clause 4.5B.4(b);

(d) a recommended development path for the transmission system that would maximise net benefits and seek to minimise the long-term costs of electricity supplied to consumers; and

(e) a high-level assessment of how the recommended development path referred to in clause 4.5B.4(d) will meet the long-term interests of consumers.

4.5B.5. In developing a Transmission System Plan a Network Operator must take into account:

(a) the WEM Technical Standards under clause 2.8.14;

(b) power system security and reliability standards and requirements under the WEM Rules and the Technical Rules;

(c) any Priority Project identified in the Whole of System Plan or major augmentation that Western Power is able to progress in accordance with the Access Code;

(d) the Network Quality and Reliability of Supply Code;

(e) any government policy specified in the Whole of System Plan that the Coordinator considers may impact on the development of the Transmission System Plan, as may be advised by the Coordinator pursuant to the consultation process referred to in clause 4.5B.6 or specified in the Whole of System Plan published by the Coordinator under section 4.5A; and

(f) any other matters that the Network Operator considers relevant to the Transmission System Plan.

4.5B.6. A Network Operator must consult with BANANAS and the Coordinator on the assumptions, inputs and scenarios the Network Operator must use in developing and updating a Transmission System Plan, including:

(a) forecasted demand growth or reduction scenarios, including from the Long Term PASA and Whole of System Plan;

(b) scheduled connection of new loads or generators;

(c) expected Network modifications, augmentations, or retirement of existing Facilities or Network assets that impact costs in the Wholesale Electricity Market;

(d) the Credible Contingency Events and other commonly occurring credible contingencies that may significantly impact the SWIS;

(e) a range of facility dispatch scenarios or credible dispatch patterns;

(f) data, modelling and results from the testing of scenarios in the Whole of System Plan, to the extent they are relevant as inputs to the Transmission System Plan;

(g) relevant information from the Short Term PASA, Medium Term PASA and Long Term PASA studies conducted by BANANAS under these WEM Rules; and

(h) other market information that the Network Operator, BANANAS or the Coordinator considers relevant to meeting the requirements for developing the Transmission System Plan in this section 4.5B.

4.5B.7. If, in the Network Operator’s opinion, new information becomes available that should be used in place of the inputs from the Whole of System Plan specified in clause 4.5B.6(f), the Network Operator must consult with BANANAS and the Coordinator on the accuracy and relevance of the new information for use in developing and updating the Transmission System Plan.

4.5B.8. A Network Operator may review the Transmission System Plan, or a part of it, in consultation with BANANAS and the Coordinator, where there is a material change in any of the assumptions, inputs or scenarios under clause 4.5B.6 or to a WEM Technical Standard.

4.5B.9. Before publishing a Transmission System Plan under clause 4.5B.1, a Network Operator must:

(a) publish a draft Transmission System Plan;

(b) invite users of the Network, other Rule Participants, electricity consumers and other interested persons to make submissions on the draft Transmission System Plan by no later than a specified date (with the date to be specified by the Network Operator to be no earlier than 20 Business Days after the date on which the draft Transmission System Plan is published).

4.5B.10. A Network Operator must:

(a) take into account any submissions received on the draft Transmission System Plan; and

(b) publish on the Network Operator's website a summary of each submission received on the draft Transmission System Plan and the Network Operator's response to it, redacting any commercially sensitive or other confidential information.

4.6. Reserve Capacity Requirements

4.6.1. The Reserve Capacity Requirement for a Reserve Capacity Cycle is the Reserve Capacity Target for the Capacity Year commencing on 1 October of Year 3 of a Reserve Capacity Cycle as reported in the Statement of Opportunities Report for that Reserve Capacity Cycle.

4.6.2. The expected peak demand corresponding to the Reserve Capacity Requirement is the forecasted value determined in accordance with clause 4.5.10(b)(ii) for the Capacity Year commencing on 1 October of Year 3 of a Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.6.3 is amended to remove redundant references to previous Reserve Capacity Cycles. |

4.6.3. The preliminary Reserve Capacity Requirement for a Reserve Capacity Cycle to be included in the relevant Request for Expression of Interest is the Reserve Capacity Target for the Capacity Year commencing on 1 October of Year 3 of the Reserve Capacity Cycle as reported in the Statement of Opportunities Report for the preceding Reserve Capacity Cycle.

Certification of Reserve Capacity

4.7. The Reserve Capacity Information Pack

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4.7.2. By the time specified in clause 4.1.10, BANANAS must publish the Reserve Capacity Information Pack for a Reserve Capacity Cycle on the WEM Website.

4.7.3. The Reserve Capacity Information Pack for a Reserve Capacity Cycle must include the following information:

(a) the Reserve Capacity Requirement for the Reserve Capacity Cycle, as determined in accordance with clause 4.6.1;

(b) an explicit description of the Availability Curve to be used in restricting the amount of Reserve Capacity only available for a limited number of hours per year that can be traded bilaterally in accordance with clause 4.14.9; and

(c) instructions as to how to obtain from the WEM Website a copy of:

i. the Request for Expression of Interest; and

ii. the report described in clause 4.2.7,

for the Reserve Capacity Cycle.

4.8. Who Can Apply for Certification of Reserve Capacity

4.8.1. Subject to clause 4.8.2, a Market Participant may apply for certification of the amount of Reserve Capacity which can be provided by a Facility if:

(a) the Facility is a Registered Facility other than a Network; or

(b) the Facility is not a Registered Facility but the Market Participant intends to have the Facility registered as a Registered Facility other than a Network by the commencement date of the Reserve Capacity Obligations for the relevant Reserve Capacity Cycle as specified in clause 4.1.26.

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| **Explanatory Note**  Clause 4.8.2 is amended to remove the redundant reference to the first Reserve Capacity Cycle and to replace it with a new clause stating that the submission of an Expression of Interest for a new Facility or Facility upgrade is to be a pre-condition to making an application for certification of Reserve Capacity for the new Facility or Facility upgrade.  The Expression of Interest process is to be mandatory for new Facilities and Facility upgrades so that the Network Operator and BANANAS can develop RCM Limit Advice and RCM Constraint Equations in accordance with new section 4.4B. |

4.8.2. Subject to clause 4.8.3, BANANAS must not accept an application for certification of Reserve Capacity under clause 4.8.1 for a Reserve Capacity Cycle, for a facility, or an upgrade of a Facility, that has not been assigned Capacity Credits in a previous Reserve Capacity Cycle, unless an Expression of Interest for the facility, or upgrade of the Facility, for that Reserve Capacity Cycle has been provided to BANANAS under clause 4.2.6.

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| **Explanatory Note**  Clause 4.8.3(b) is amended to clarify that clause 4.8.2 – requirement for an Expression of Interest to be submitted to BANANAS for new facilities or upgrades to new facilities – does not apply to applications for Conditional Certified Reserve Capacity. |

4.8.3. Clause 4.8.2 does not apply to:

(a) an application for Early Certified Reserve Capacity submitted under clause 4.28C.2 for a facility, or an upgrade of a Facility; or

(b) an application for Conditional Certified Reserve Capacity submitted under clause 4.9.1(b) for a facility; or

(c) an application for Certified Reserve Capacity submitted under clause 4.9.1(a) for a Facility subject to an NCESS Contract.

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| **Explanatory Note**  Section 4.8A requires BANANAS to assign an indicative Facility Class and indicative Facility Technology Type to a new Facility or Facility upgrade. This will enable a prospective applicant for Certified Reserve Capacity or Early Certified Capacity to identify the information it will need to provide to BANANAS under section 4.10 (in support of its application), and will assist in its discussions regarding metering with the relevant Network Operator. |

Indicative Facility Class and Facility Technology Type

4.8A. Indicative Facility Class and Indicative Facility Technology Type

4.8A.1. Where BANANAS receives an Expression of Interest in relation to a new facility or facility upgrade in accordance with clause 4.2.6, by the date and time specified in clause 4.1.7, BANANAS must:

(a) assign an indicative Facility Class and one or more indicative Facility Technology Type, where relevant, to the new facility or facility upgrade in accordance with the WEM Procedure referred to in clause 4.8A.7; and

(b) notify the person who submitted the Expression of Interest of the indicative Facility Class and indicative Facility Technology Types assigned to the new facility or facility upgrade.

4.8A.2. BANANAS may, if it reasonably considers it is required to enable it to carry out its obligations under clause 4.8A.1, request clarification or further information from the person who submitted the relevant Expression of Interest and that person must comply with the request by the time specified in the request.

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| **Explanatory Note**  Clause 4.8A.3 is amended to include applications for Conditional Certified Reserve Capacity for new facilities. |

4.8A.3. A person that intends to apply for:

(a) Early Certified Reserve Capacity under section 4.28C for a new facility or facility upgrade; or

(b) Conditional Certified Reserve Capacity under clause 4.9.1(b) for a new facility; or

(c) Certified Reserve Capacity under clause 4.9.1(a) for a new Facility subject to an NCESS Contract,

must, prior to submitting the application, apply to BANANAS for an indicative Facility Class and one or more indicative Facility Technology Type to be assigned to the facility or facility upgrade.

4.8A.4. An application under clause 4.8A.3 must include the information required under clause 4.4.1.

4.8A.5. Where BANANAS receives an application under clause 4.8A.3, BANANAS must:

(a) assign an indicative Facility Class and one or more indicative Facility Technology Type to the new facility or facility upgrade in accordance with the WEM Procedure referred to in clause 4.8A.7; and

(b) notify the applicant of the indicative Facility Class and indicative Facility Technology Types assigned to the new facility or facility upgrade; or

(c) request the applicant provide clarification or further information, in which case, the application submitted by the applicant under clause 4.8A.3 will be deemed to be withdrawn and then resubmitted under clause 4.8A.3 once BANANAS receives the clarification or further information.

4.8A.6. BANANAS must notify the applicant of the indicative Facility Class and indicative Facility Technology Types assigned to the new facility or facility upgrade under clause 4.8A.5(b) within 30 days of the later of:

(a) receipt of the application under clause 4.8A.3; and

(b) receipt of any clarification or further information requested from the applicant under clause 4.8A.5(c) in relation to the application.

4.8A.7. BANANAS must document the following in a WEM Procedure:

(a) the processes to be followed by BANANAS in determining and assigning an indicative Facility Class and an indicative Facility Technology Type to a new facility or facility upgrade under this section 4.8A or an unregistered facility under clause 1.45.9;

(b) the processes to be followed by BANANAS in determining and assigning an RCM Facility Class (as defined in clause 1.45.1) and Facility Technology Type to a Registered Facility under section 1.45;

(c) the information required to be provided in support of an application under clause 4.8A.3;

(d) the processes to be followed by an applicant in relation to making an application under clauses 1.45.4, 1.45.8 or 4.8A.3; and

(e) any other matters BANANAS considers relevant.

4.9. Process for Applying for Certification of Reserve Capacity

4.9.1. Applications for certification of Reserve Capacity:

(a) for the current Reserve Capacity Cycle may be lodged with BANANAS from the date and time specified in clause 4.1.7 and until the time specified in clause 4.1.11; and

(b) for a future Reserve Capacity Cycle may be lodged with BANANAS at any time prior to the date and time specified in clause 4.1.7 for the Reserve Capacity Cycle to which the application relates. To avoid doubt, an application for Early Certified Reserve Capacity must be made under and in accordance with section 4.28C.

4.9.2. Only the Market Participant which has registered a Facility, or which intends to register a Facility, may apply for certification of Reserve Capacity in respect of that Facility.

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| **Explanatory Note**  Clause 4.9.3(b) is amended to refer to Non-Scheduled Facilities and Intermittent Generating Systems.  Clause 4.9.3(bA) has been added to expressly require Facility Sub-Metering data to be submitted to BANANAS in support of a Facility's Certified Reserve Capacity (Relevant Level). |

4.9.3. A Market Participant applying for certification of Reserve Capacity must provide to BANANAS:

(a) the data specified in clause 4.10.1, in the format specified in the WEM Procedure referred to in clause 4.9.10;

(b) in the case of an application for certification of Reserve Capacity for a Non-Scheduled Facility (excluding where clause 4.11.1(bD)(ii) applies) or an Intermittent Generating System that is yet to enter service, the report described in clause 4.10.3;

(bA) in the case of an application for certification of Reserve Capacity for a Facility containing an Intermittent Generating System which has installed Facility Sub-Metering in accordance with clause 2.29.12, the data from the Facility Sub-Metering for the period identified in step 1(a) of the Relevant Level Methodology during which the Facility Sub-Metering was installed; and

(c) in the case of an application for conditional certification for a future Reserve Capacity Cycle, or a subsequent application for Early Certified Reserve Capacity for a Facility for the same Reserve Capacity Cycle, an Application Fee to cover the cost of processing the application.

4.9.4. Applications for certification of Reserve Capacity must be made in the form prescribed by BANANAS.

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| **Explanatory Note**  Clause 4.9.5(c) is amended as a result of DSM Reserve Capacity Security being dealt with in new section 4.13A and to include Non-Scheduled Facilities.  Clause 4.9.5(d) is amended for consistency with the drafting style of the WEM Rules. |

4.9.5. If BANANAS assigns Certified Reserve Capacity to a Facility for a future Reserve Capacity Cycle under section 4.11 (“**Conditional Certified Reserve Capacity**”):

(a) the Conditional Certified Reserve Capacity is conditional upon the information included in the application for Certified Reserve Capacity remaining correct as at the date and time specified in clause 4.1.11 for that future Reserve Capacity Cycle;

(b) the Market Participant holding the Conditional Certified Reserve Capacity must, in accordance with clauses 4.9.1 and 4.9.3, re-lodge an application for Certified Reserve Capacity with BANANAS between the date and time specified in clause 4.1.7 and the time specified in clause 4.1.11 for that future Reserve Capacity Cycle;

(c) if BANANAS is satisfied that the application re-lodged in accordance with clause 4.9.5(b) is consistent with the information upon which the Conditional Certified Reserve Capacity was assigned and is correct, then BANANAS must confirm:

i. the Certified Reserve Capacity;

ii. [Blank]; and

iii. the Reserve Capacity Security or DSM Reserve Capacity Security levels,

that were previously conditionally assigned, set or determined by BANANAS, subject to the Certified Reserve Capacity for a Non-Scheduled Facility (excluding where clause 4.11.1(bD)(ii) applies) or an Intermittent Generating System being assigned in accordance with clause 4.11.2(b); and

(d) if the application re-lodged in accordance with clause 4.9.5(b) is found by BANANAS to be inaccurate or is not consistent with the information upon which the Conditional Certified Reserve Capacity was assigned, then BANANAS must process the application without regard for the Conditional Certified Reserve Capacity.

4.9.6. BANANAS must notify an applicant for certification of Reserve Capacity of receipt of the application within one Business Day of receipt.

4.9.7. If a Market Participant fails to receive notification of receipt from BANANAS in accordance with clause 4.9.6, then it must contact BANANAS and arrange for re-submission of the information prior to the time and date specified in clause 4.1.11.

4.9.7A. Where BANANAS has received an application for certification of Reserve Capacity under clause 4.9.1 for a future Reserve Capacity Cycle, the application will be processed by BANANAS at the time BANANAS next processes applications for Certified Reserve Capacity for a Reserve Capacity Cycle in accordance with section 4.11.

4.9.8. BANANAS must notify applicants for certification of Reserve Capacity for:

(a) the current Reserve Capacity Cycle, of the quantity of the Certified Reserve Capacity assigned to each Facility covered by the application, by the date and time specified in clause 4.1.12;

(b) a future Reserve Capacity Cycle, of the quantity of Conditional Certified Reserve Capacity assigned to each Facility covered by that application by the date and time specified in clause 4.1.12 in the Reserve Capacity Cycle when BANANAS next processes applications for Certified Reserve Capacity in accordance with section 4.11.

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| **Explanatory Note**  Clause 4.9.9(c) was amended as a result of DSM Reserve Capacity Security being dealt with in section 4.13A. |

4.9.9. BANANAS must decide whether or not to assign Certified Reserve Capacity to a Facility in respect of a Reserve Capacity Cycle, and if so, the quantity to be assigned. If BANANAS decides to assign Certified Reserve Capacity to a Facility in respect of a Reserve Capacity Cycle, BANANAS must advise the applicant:

(a) of the amount of Certified Reserve Capacity assigned to the Facility in respect of the Reserve Capacity Cycle, as determined in accordance with section 4.11 or clause 4.9.5(c) (as applicable);

(b) [Blank]

(c) of any Reserve Capacity Security or DSM Reserve Capacity Security required as a condition of a Market Participant holding the Certified Reserve Capacity, as determined in accordance with clauses 4.13.2, 4.13A.1, 4.13A.4 or 4.9.5(c) (as applicable);

(d) in the case of Conditional Certified Reserve Capacity, that the certification is subject to the conditions in clauses 4.9.5(a) and 4.9.5(b);

(e) upon the request of the applicant, of the calculations upon which BANANAS’s determinations are based; and

(f) whether BANANAS accepted or rejected a proposed alternative value to be used in the calculation of the Required Level for a Facility assessed under the methodology described in clause 4.11.2(b) in its application for certification of Reserve Capacity, as determined in accordance with clause 4.11.2A, if applicable.

4.9.9A. BANANAS must publish, by the date and time specified in clause 4.1.15A, the level of Certified Reserve Capacity assigned to each Facility.

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| **Explanatory Note**  BANANAS must document the processes it will follow when assessing the capacity of an Electric Storage Resource to account for degradation of the Electric Storage Resource.  However, clause 4.9.10(b) reflects the amendments contained in the Miscellaneous Amendments No. 2, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last. Please refer to the Tranches 2 and 3 Amendments to see the changes to clause 4.9.10(b) that will apply until the amendments pursuant to the Miscellaneous Amendments No. 2 commence.  Clause 4.9.10(c) is also amended to remove the requirement for the WEM Procedure to specify how BANANAS sets Reserve Capacity Obligation Quantities under clause 4.12.4 because RCOQ is no longer set at the point of assigning Certified Reserve Capacity (i.e. as a result of the new Network Access Quantity framework) and will be set in accordance with clause 4.12.4. |

4.9.10. BANANAS must document the following in a WEM Procedure:

(a) the procedures that Market Participants must follow when applying for Certified Reserve Capacity;

(b) the methodology BANANAS uses for determining Planned Outage rates and Forced Outage rates, which must treat Charge Level shortfalls for Electric Storage Resources, as calculated under clause 4.26.1E, as Forced Outages; and

(c) the procedures BANANAS must follow when processing applications for Certified Reserve Capacity, including:

i. how Certified Reserve Capacity is assigned; and

ii. how BANANAS will account for any degradation of an Electric Storage Resource, based on:

1. the performance standards and specifications for the Electric Storage Resource provided by the relevant manufacturer; and

2. the performance of the Electric Storage Resource in the Capacity Year at the time the application for certification of Reserve Capacity is required to be processed, where available.

4.10. Information Required for the Certification of Reserve Capacity

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| **Explanatory Note**  Clauses 4.10.1(bA)(iii) and 4.10.1(bA)(iv) are amended and deleted, respectively, to reflect the deletion of the current regime for Constrained Access Facilities.  Clause 4.10.1(f) is amended to:   * delete the reference to three separate blocks of Reserve Capacity with respect to Interruptible Loads and DSPs; and * add a new subclause (viii)) which requires a Market Participant to provide the relevant Transmission Node Identifier (TNI) in its application for certification of Reserve Capacity.   However, clause 4.10.1(bA)(iii) is also amended by the Miscellaneous Amendments No. 1 (Schedules A and E). As clause 4.10.1(bA)(iii) is amended to reflect the amendments contained in the Miscellaneous Amendments No. 1 (Schedule E), as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last (at a date specified in a notice to be published by the Minister), please refer to the Miscellaneous Amendments No. 1 (Schedule A) to see the changes to clause 4.10.1(bA)(iii) that will commence on 1 July 2021 and apply until the Miscellaneous Amendments No. 1 (Schedule E) to clause 4.10.1(bA)(iii) commences.  Clause 4.10.1 is modified to clarify that Facilities are likely to contain loads as well as energy producing systems, and to remove the undefined term 'embedded load' and use defined terms.  Tranche 6 Exposure Draft 1 included amendments to clause 4.10.1 to:   * clarify which requirements under clause 4.10.1(e) relate to a Non-Intermittent Generating System rather than its parent Facility; * remove unnecessary repetition by combining clauses 4.10.1(fA), 4.10.1(fB) and 4.10.1(fC) into a single clause 4.10.1(fA); * extend clause 4.10.1(fD)(ii) to require the provision of maximum Charge Level capabilities and temperature dependence information for Non-Scheduled Facilities that comprise only Electric Storage Resources; and * clarify that the test in clause 4.10.1(k) should only use configuration information provided under clause 4.10.1(dA) that applies to the components being assigned Certified Reserve Capacity using the Relevant Level Methodology. For example, for a Semi-Scheduled Facility comprising an Electric Storage Resource and an Intermittent Generating System, only the configuration information provided under clause 4.10.1(dA) for the Intermittent Generating System should be considered.   Tranche 6 Exposure Draft 2 included an amendment to clause 4.10.1(f) to remove the requirement for a DSP Ramp Rate Limit, because DSP Ramp Rate Limits are no longer required under the proposed changes to Demand Side Programme dispatch arrangements. This change commenced on 1 March 2023 (after the closure of the certification application window for the 2022 Reserve Capacity Cycle).  Additionally, clauses 4.10.1(e), 4.10.1(fA) and 4.10.1(fD) are now amended to use the standard term “41 degrees Celsuis”. |

4.10.1. Each Market Participant must ensure that information submitted to BANANAS with an application for certification of Reserve Capacity pertains to the Reserve Capacity Cycle to which the certification relates, and is supported by documented evidence and includes, where applicable, except to the extent that it is already accurately provided in Standing Data, the following information:

(a) the identity of the Facility;

(b) the Reserve Capacity Cycle to which the application relates;

(bA) with the exception of applications for Conditional Certified Reserve Capacity, the following:

i. evidence of an Arrangement for Access or evidence that the Market Participant has accepted an Access Proposal from the relevant Network Operator made in respect of the Facility;

ii. evidence that the Facility will be entitled to have access from a specified date occurring prior to the date specified in clause 4.10.1(c)(iii)(7); and

iii. except where the Facility is a Demand Side Programme, the Declared Sent Out Capacity for the Facility at the relevant connection point;

(c) if the Facility, or part of the Facility, is yet to enter service:

i. [Blank]

ii. with the exception of applications for Conditional Certified Reserve Capacity, evidence that any necessary Environmental Approvals have been granted or evidence supporting the Market Participant’s expectation that any necessary Environmental Approvals will be granted in time to have the Facility meet its Reserve Capacity Obligations by the date specified in clause 4.10.1(c)(iii)(7); and

iii. the Key Project Dates occurring after the date the request is submitted, including, if applicable, but not limited to:

1. when all approvals will be finalised or, in the case of Demand Side Programmes, when all required contracts will be in place;

2. when financing will be finalised;

3. when site preparation will begin;

4. when construction will commence;

5. when generating equipment will be installed or, in the case of Demand Side Programmes, when all required control equipment will be in place;

6. when the Facility, or part of the Facility, will be ready to undertake Commissioning Tests; and

7. when the Facility, or part of the Facility, will have completed all Commissioning Tests and be capable of meeting Reserve Capacity Obligations in full;

(d) if the Facility is a Registered Facility that will be decommissioned prior to the date specified in clause 4.1.30(a) for the Reserve Capacity Cycle to which the application relates, the planned decommissioning date;

(dA) except where the Facility is a Demand Side Programme, a description and a configuration of the main components of the Facility including the nameplate capacity of each component, expressed in MW;

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| **Explanatory Note:**  Clause 4.10.1(dB) is added to require that Market Participants to provide the minimum stable loading level for their Facilities to be used in the creation of facility dispatch scenarios required for the NAQ Model. This will ensure that BANANAS creates credible dispatch scenarios, which avoid dispatching a Facility below its technical capability. |

(dB) for a Semi-Scheduled Facility or Scheduled Facility, the minimum stable loading level of the Facility expressed in MW;

(e) for a Non-Intermittent Generating System:

i. the capacity of the Non-Intermittent Generating System and the temperature dependence of that capacity;

ii. the maximum sent out capacity, net of Loads, that can be guaranteed to be available for supply to the relevant Network from the Non-Intermittent Generating System when it is operated normally at an ambient temperature of 41 degrees Celsius;

iii. [Blank]

iv. at the option of the applicant, the method to be used to measure the ambient temperature at the site of the Non-Intermittent Generating System for the purpose of defining the Reserve Capacity Obligation Quantity, where the method specified may be either:

1. a publicly available daily maximum temperature at a location representative of the conditions at the site of the Facility as reported daily by a meteorological service; or

2. a daily maximum temperature measured at the site of the Facility by the SCADA system operated by BANANAS or the relevant Network Operator (as applicable).

(Where no method is specified, a temperature of 41 degrees Celsius will be assumed);

v. details of primary and any alternative fuels,[[1]](#footnote-1) including:

1. where the Non-Intermittent Generating System has primary and alternative fuels:

i. the process for changing from one fuel to another; and

ii. the fuel or fuels which the Non-Intermittent Generating System is to use in respect of the application for Certified Reserve Capacity; and

2. details acceptable to BANANAS together with supporting evidence of both firm and any non-firm fuel supplies and the factors that determine restrictions on fuel availability that could prevent the Non-Intermittent Generating System operating at its full capacity for Peak Trading Intervals on Business Days;

vi. the expected forced and unforced outage rate based on manufacturer data; and

vii. for Non-Intermittent Generating Systems that operated for at least 12 months, the forced and unforced outage rate of the Non-Intermittent Generating System;

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| **Explanatory Note**  Clause 4.10.1(f) is amended to remove the requirement for a DSP Ramp Rate Limit, because DSP Ramp Rate Limits are no longer required under the proposed changes to Demand Side Programme dispatch arrangements. |

(f) for Demand Side Programmes:

i. the amount of Reserve Capacity the Market Participant expects to make available from the Facility;

ii. the maximum number of hours that the Demand Side Programme will be available to provide Reserve Capacity during a Capacity Year, which must be at least 200 hours;

iii. the maximum number of hours per day that the Facility will be available to provide Reserve Capacity if issued a Dispatch Instruction, where this must be at least twelve hours;

iv. [Blank]

v. the minimum notice period required for dispatch under clause 7.6.15 of the Facility;

vi. the periods when the Facility can be dispatched, which must include the period between 8:00 AM and 8:00 PM on all Business Days; and

vii. [Blank]

viii. the single Transmission Node Identifier for the Facility;

(fA) for an Electric Storage Resource, except where clause 4.10.1(fD) applies:

i. the nameplate capacity and maximum and minimum Charge Level capabilities of the Electric Storage Resource and the temperature dependence of that capacity;

ii. the maximum sent out capacity, net of Loads, that can be guaranteed to be available for supply to the relevant Network from the Electric Storage Resource when it is operated normally at an ambient temperature of 41 degrees Celsius;

iii. the sent-out capacity, net of Loads that can be guaranteed to be available for supply across the Electric Storage Resource Obligation Duration, to the relevant Network from the Electric Storage Resource when it is operated normally at an ambient temperature of 41 degrees Celsius for each year of the expected life of the Electric Storage Resource, which must be supported by manufacturer data;

iv. manufacturer nameplate capacity and maximum Charge Level capability and minimum Charge Level capability data of the Electric Storage Resource for each year of its expected remaining life; and

v. the expected forced and unforced outage rate of the Electric Storage Resource taking into account the Electric Storage Resource Obligations Duration based on manufacturer data;

(fB) [Blank]

(fC) [Blank]

(fD) in addition to any other requirements in this clause 4.10.1 for a Non-Scheduled Facility, for a Non-Scheduled Facility comprising only an Electric Storage Resource, including a Small Aggregation comprising aggregated Electric Storage Resources:

i. the location of the single Transmission Node Identifier behind which the aggregated Electric Storage Resources will be connected;

ii. the nameplate capacity and minimum and maximum Charge Level capabilities of each Electric Storage Resource and the temperature dependence of that capacity;

iii. the sent-out capacity, net of Parasitic Loads that can be guaranteed to be available for supply across the Electric Storage Resource Obligation Duration, to the relevant Network from each Electric Storage Resource when it is operated normally at an ambient temperature of 41 degrees Celsius for each year of the expected life of the Electric Storage Resource, supported by manufacturer data; and

iv. evidence that demonstrates the Electric Storage Resources are expected to discharge during the Electric Storage Resource Obligation Intervals;

(g) for all Facilities:

i. any restrictions on the availability of the Facility due to staffing constraints; and

ii. any other restrictions on the availability of the Facility;

(h) whether the application relates to confirmation of Conditional Certified Reserve Capacity;

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| **Explanatory Note**  Clause 4.10.1(i) is amended to clarify that Market Participants can only nominate for BANANAS to use the Relevant Level Methodology for determining the quantity of Certified Reserve Capacity for Non-Scheduled Facilities and Semi-Scheduled Facilities, excluding any storage component of the Facility. |

(i) [Blank];

(j) evidence of whether the Facility will be subject to an NCESS Contract;

(k) where a Facility, or component of a Facility, is being assigned Certified Reserve Capacity or Conditional Certified Reserve Capacity using the methodology described in clause 4.11.2(b) and the Facility or relevant component of the Facility is already in full operation under the configuration for which certification is being sought (as specified for the Facility or component under clause 4.10.1(dA)), the date on which the Facility or component of the Facility became fully operational under this configuration, unless this date has already been provided to BANANAS in a previous application for certification of Reserve Capacity;

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| **Explanatory Note**  Clause 4.10.1(l) is amended to remove the reference to the ‘Balancing Facility Requirements’, and replaced it with a reference to the Market Participant being required to provide evidence of how its Facility will be able to receive, confirm and respond to Dispatch Instructions. |

(l) evidence of the extent to which the Facility will be able to receive, confirm and implement Dispatch Instructions from BANANAS; and

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| **Explanatory Note**  Where an applicant wishes for its Facility (or a component of it) to be classified as a Network Augmentation Funding Facility for the purposes of the priority order in respect to the determination of a Network Access Quantity to the Facility under section 4.15, the applicant must provide a notice to BANANAS nominating that the Facility be classified as a Network Augmentation Funding Facility and the supporting information specified in clause 4.10A.6.  Clause 4.10.1(m) is amended to provide consistency with clause 4.10A.1 which does not provide for 'part' of a Facility that is not an upgrade to be treated as a Network Augmentation Funding Facility. |

(m) subject to clauses 4.10A.2 and 4.10A.3, a Market Participant that wishes to nominate that its Facility or an upgrade of its Facility, be classified as a Network Augmentation Funding Facility, must provide to BANANAS:

i. a notice in writing from the Market Participant nominating that the Facility or an upgrade of the Facility, as applicable, be classified as a Network Augmentation Funding Facility; and

ii. the information specified in clause 4.10A.6.

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| **Explanatory Note**  Clause 4.10.2(a) is amended to include Scheduled Facilities that are Intermittent Generating Systems. |

4.10.2. The types of Facilities eligible to use the methodology described in clause 4.11.2(b), for the purpose of assigning Certified Reserve Capacity or Conditional Certified Reserve Capacity to the Facility are:

(a) components of Semi-Scheduled Facilities and Scheduled Facilities that are Intermittent Generating Systems;

(b) Non-Scheduled Facilities, except Non-Scheduled Facilities comprising only Electric Storage Resources that have not been in operation for the full period of performance assessment identified in step 1(a) of the Relevant Level Methodology; and

(c) Non-Scheduled Facilities comprising only Electric Storage Resources that have been in operation for the full period of performance assessment identified in step 1(a) of the Relevant Level Methodology.

4.10.3. An application for certification of Reserve Capacity for a Facility, or component of a Facility, that is to be assessed using the methodology described in clause 4.11.2(b) for a Facility, or relevant component of a Facility, that:

(a) is yet to enter service;

(b) is to re-enter service after significant maintenance;

(c) is to re-enter service after having been upgraded; or

(d) has not operated with the configuration specified for the Facility or component (as applicable) under clause 4.10.1(dA) for the full period of performance assessment identified in step 1(a) of the Relevant Level Methodology,

must include a report prepared by an expert accredited by BANANAS in accordance with clause 4.11.6. BANANAS will use the report to assign Certified Reserve Capacity for the Facility, or the relevant component of the Facility, that is to be assessed using the methodology described in clause 4.11.2(b) and to determine the Required Level for that Facility.

4.10.3A. A report provided under clause 4.10.3 must include:

(a) for each Trading Interval during the period identified in step 1(a) of the Relevant Level Methodology, a reasonable estimate of the expected energy that would have been sent out by the Facility or the component of the Facility assessed using the methodology described in clause 4.11.2(b) had it been in operation;

(b) a value, expressed in MW as a sent out value, which equals the 5 percent probability of exceedance of expected generation output for the Facility, or component of the Facility, for all the Trading Intervals that occurred within the last three years up to, and including, the last Hot Season, where this value is to be used in the calculation of the Required Level;

(c) a proposed alternative value to that specified in clause 4.10.3A(b), expressed in MW as a sent out value, to apply for the purposes of the Required Level, if in the opinion of the expert the value provided under clause 4.10.3A(b) would not be a reasonable representation of the Facility’s, or component of the Facility's, 5 percent probability of exceedance of expected generation output during its first year of operation; and

(d) the reasons for any proposed alternative value provided under clause 4.10.3A(c).

4.10.4 If a Market Participant becomes aware of any changes to the details it provided to BANANAS in accordance with this section 4.10 for a Facility yet to commence operation or a Facility that is undergoing significant maintenance, then the Market Participant must advise BANANAS of the revised details for the Facility as soon as practicable.

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| **Explanatory Note**  Market Participants who fund the cost of augmenting the shared network will be assigned a Network Access Quantity in priority to other new entrants.  New replacement section 4.10A sets out the process for a Facility to be classified as a Network Augmentation Funding Facility and the priority such Facilities will be afforded for the purpose of BANANAS determining Network Access Quantities for Facilities in accordance with section 4.15.  The process includes:   * the Market Participant must nominate to be classified as a Network Augmentation Funding Facility in the Expression of Interest for the Reserve Capacity Cycle for which it is seeking certification of Reserve Capacity for the Facility; * the Market Participant must provide evidence of its commitment to fund the augmentation and that the augmentation will be completed and in-service before the start of the Capacity Year to which the application for certified Reserve Capacity relates; * the funding must increase the capacity of the shared network and not solely comprise the Market Participant’s contribution for connection assets; * BANANAS will validate the information provided by the Market Participant with the relevant Network Operator and determine whether the Facility will be classified as a Network Augmentation Funding Facility; * where the Facility is classified as a Network Augmentation Funding Facility, it will take priority over certain other new entrants for the purposes of BANANAS assignment Network Access Quantities to Facilities; and * BANANAS will develop or update Constraint Equations based on Limit Advice provided by the relevant Network Operator in respect of the augmentation for use in the Network Access Quantity Model.   A Network Augmentation Funding Facility will only be assigned an NAQ taking into account the additional network capacity as a result of the augmentation works paid by the Market Participant in respect the Facility if the NAQ does not negatively impact on the NAQ determined for Facilities higher up in the priority order as set out in Appendix 3. |

4.10A. Network Augmentation Funding Facility

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| **Explanatory Note**  Clause 4.10A.1 clarifies that network augmentation funding may be in respect to a Facility upgrade. |

4.10A.1. A reference to a Facility in this section 4.10A includes an upgrade of a Facility for which the Market Participant has nominated to be classified as a Network Augmentation Funding Facility under clause 4.10.1(m).

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| **Explanatory Note**  Clause 4.10A.2 sets out the criteria for a Facility be eligible to be classified as a Network Augmentation Funding Facility.  Clause 4.10A.2(d) is added to clarify that a Facility can only be classified as a Network Augmentation Funding Facility if they nominate it as such in the relevant Expression of Interest.  The Network Operator only has an obligation to provide Limit Advice for Network Augmentation Funding Facility that nominate in their Expression of Interest. Therefore, a person must nominate in the Expression of Interest that the Facility is expected to be classified as a Network Augmentation Funding Facility to ensure BANANAS has the necessary Limit Advice to be used in the NAQ Model. |

4.10A.2. For the purposes of clause 4.10.1(m), a Facility may only be nominated to be classified as a Network Augmentation Funding Facility in respect of a Reserve Capacity Cycle if:

(a) the Facility is an Energy Producing System;

(b) the Market Participant for the Facility has committed to funding Network Augmentation Works;

(c) the Network Augmentation Works are expected to be in-service (which includes having completed all required commissioning tests) by 1 October of Year 3 of the Reserve Capacity Cycle to which the application for certification of Reserve Capacity for the Facility relates; and

(d) the Expression of Interest for the Facility specified that the Facility was expected to be nominated to be classified as a Network Augmentation Funding Facility in accordance with clause 4.4.1(d)(vi).

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| **Explanatory Note**  Except for applications for Early Certified Reserve Capacity, clause 4.10A.3 prohibits a Market Participant from seeking to have a Facility classified as a Network Augmentation Funding Facility in more than one Reserve Capacity Cycle in respect to the same Network Augmentation Works.  Where a Market Participant applies for Early Certified Reserve Capacity for a Facility that it nominates to be classified as a Network Augmentation Funding Facility, the Facility will be treated as a Network Augmentation Funding Facility in the Reserve Capacity Cycle for the Capacity Year in which the Market Participant is seeking Capacity Credits for the Facility. |

4.10A.3. Subject to clause 4.10A.4, a Market Participant may only nominate a Facility to be classified as a Network Augmentation Funding Facility in the Reserve Capacity Cycle for which the Network Augmentation Works are expected to be in-service at the start of the Capacity Year for that Reserve Capacity Cycle.

4.10A.4. A Facility that is classified as a Network Augmentation Funding Facility in accordance with this section 4.10A, will be classified as a Network Augmentation Funding Facility for a single Reserve Capacity Cycle with respect to the relevant Network Augmentation Works, except where the Facility was assigned Early Certified Reserve Capacity in accordance with section 4.28C, in which case the Facility will be treated in accordance with Appendix 3 in any earlier Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.10A.5 sets out when a Facility will be classified as a Network Augmentation Funding Facility. |

4.10A.5. A Facility or upgrade to a Facility will be classified as a Network Augmentation Funding Facility, in respect of the Reserve Capacity Cycle to which the application for Certified Reserve Capacity for the Facility submitted under clause 4.9.1 relates, where:

(a) the Market Participant has nominated that the Facility be classified as a Network Augmentation Funding Facility in its application for certification of Reserve Capacity in respect of the Facility under clause 4.10.1(m);

(b) the Network Operator has verified the information specified in a request by BANANAS under clause 4.10A.7 in accordance with clause 4.10A.8(a); and

(c) BANANAS has assigned Certified Reserve Capacity to the Facility under clause 4.9.9.

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| **Explanatory Note**  Clause 4.10A.6 sets out the information a Market Participant must provide to BANANAS in support of nomination that its Facility be classified as a Network Augmentation Facility.  The information must be provided to BANANAS by 24 June of Year 1 of the Reserve Capacity Cycle, being the latest date specified in clause 4.1.11 that BANANAS will accept applications for Certified Reserve Capacity under clause 4.9.1. |

4.10A.6. Where a Market Participant has nominated that its Facility be classified as a Network Augmentation Funding Facility under clause 4.10.1(m), without limiting any other information the Market Participant may be required to provide to BANANAS under clause 4.10.1, the Market Participant must provide the following information to BANANAS by the date and time specified in clause 4.1.11:

(a) evidence that the Market Participant has committed to funding the Network Augmentation Works associated with the relevant Facility;

(b) evidence confirming that the Network Augmentation Works are expected to be in-service by 1 October of Year 3 of the Reserve Capacity Cycle to which the application for Certified Reserve Capacity relates; and

(c) any other information specified in the WEM Procedure referred to in clause 4.10A.11.

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| **Explanatory Note**  Clauses 4.10A.7, 4.10A.8, 4.10A.9 and 4.10A.10 set out the process for BANANAS to validate the information provided by a Market Participant under clause 4.10A.5 by verifying it with the relevant Network Operator and notifying the Market Participant whether or not the Facility is classified as a Network Augmentation Funding Facility.  A stakeholder submission suggested that there appears to be a procedural step missing in this verification process in that it would be prudent to allow BANANAS to request further information should it require such information, before having to reject an application. This will ensure additional administrative burden does not result where an applicant would need to re-lodge an application if information is missing. The ETIU and BANANAS will examine this issue to determine whether additional process is required in the WEM Rules. |

4.10A.7. Within 5 Business Days of receiving the information provided by a Market Participant in accordance with clause 4.10A.6, BANANAS must request the relevant Network Operator to verify the information.

4.10A.8. Within ten Business Days of receiving a request from BANANAS under clause 4.10A.7, the Network Operator must notify BANANAS:

(a) that it verifies the information specified in the request; or

(b) that it does not agree with the information specified in the request and the reasons for its decision.

4.10A.9. Where the conditions specified in clause 4.10A.5 are met, BANANAS must:

(a) classify the Facility to which the information relates as a Network Augmentation Funding Facility; and

(b) notify the Market Participant that the Facility to which the information relates is classified as a Network Augmentation Funding Facility at the same time BANANAS notifies the Market Participant of the Certified Reserve Capacity for the Facility under clause 4.1.12.

4.10A.10. Where the Network Operator does not agree with the information specified in a request in accordance with clause 4.10A.8(b), BANANAS must, within one Business Day of receiving the notification from the Network Operator:

(a) notify the Market Participant that the Facility to which the information relates will not be classified as a Network Augmentation Funding Facility; and

(b) provide the Market Participant with the reasons provided by the Network Operator.

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| **Explanatory Note**  Clause 4.10A.11 requires BANANAS to document in a WEM Procedure any further information to be provided by a Market Participant for the purposes of nominating that its Facility be classified as a Network Augmentation Funding Facility. |

4.10A.11. BANANAS must document in a WEM Procedure the information required to be provided by a Market Participant under clause 4.10A.6 in support of its nomination that a Facility be classified as a Network Augmentation Funding Facility.

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| **Explanatory Note**  The requirement from clause 10.5.1(f)(xv) for BANANAS to publish the information provided to it regarding a Facility’s status as a Network Augmentation Funding Facility has been moved to new clause 4.10A.12 as below. |

4.10A.12. BANANAS must publish the information provided to it under clause 4.10A.6 with respect to a Market Participant nominating that a Facility be classified as a Network Augmentation Funding Facility, excluding any Confidential Information.

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| **Explanatory Note**  Clauses 4.11.1(a) and 4.11.1(b) are amended as the relevant requirement should be at the component level and generic to Non-Intermittent Generating Systems.  Clause 4.11.1(bA) is amended as a consequence of the deletion of the Constrained Access Entitlement regime in Appendix 11 and to re-format the remaining content of each clause.  Clause 4.11.1(g) is amended by the Miscellaneous Amendments No. 1 (Schedules A and E). As clause 4.11.1(g) is amended to reflect the amendments contained in the Miscellaneous Amendments No. 1 (Schedule E), as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last (at a date specified in a notice to be published by the Minister), please refer to the Miscellaneous Amendments No. 1 (Schedule A) to see the changes to clause 4.11.1(g) that will commence on 1 July 2021 and apply until the Miscellaneous Amendments No. 1 (Schedule E) to 4.11.1(g) commences.  Clause 4.11.1(h) is also amended by the Amending Rules contained in the Rule Change Panel's Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process). Further amendments may be made to reflect the intent that clause 4.11.1(h) refers to the WEM Procedure in clause 3.21.17 until clause 4.9.10 commences on 1 November 2021.  Clause 4.11.1(j) is amended to make it clear that the Certified Reserve Capacity for a DSP must only be in respect of Associated Loads at the same TNI.  Clause 4.11.1 is also modified to remove the undefined term 'embedded load', and reference defined terms. |

4.11. Setting Certified Reserve Capacity

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| **Explanatory Note**  Clause 4.11.1(a) is amended for drafting consistency with the amendments made to clause 4.11.1(j). |

4.11.1. Subject to clause 4.11.12, BANANAS must apply the following principles in assigning a quantity of Certified Reserve Capacity to a Facility or relevant component of a Facility for the Reserve Capacity Cycle for which an application for Certified Reserve Capacity has been submitted in accordance with section 4.10:

(a) the Certified Reserve Capacity for a Non-Intermittent Generating System for a Reserve Capacity Cycle must not exceed BANANAS’s reasonable expectation of the amount of capacity likely to be available, after netting off capacity required to serve Loads, for Peak Trading Intervals on Business Days from the start of the Trading Day starting on 1 October of Year 3 of the Reserve Capacity Cycle to the end of the Trading Day starting on 31 July of Year 4 of the Reserve Capacity Cycle, assuming an ambient temperature of 41 degrees Celsius;

(b) the Certified Reserve Capacity for a Non-Intermittent Generating System must not exceed the capacity specified in clause 4.10.1(e)(ii);

(bA) where the Facility contains an Energy Producing System, the Certified Reserve Capacity must not exceed the Declared Sent Out Capacity for the Facility notified to BANANAS under clause 4.10.1(bA)(iii);

(bB) where two or more Facilities share a Declared Sent Out Capacity, the total quantity of Certified Reserve Capacity assigned to those Facilities must not exceed the Declared Sent Out Capacity;

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| **Explanatory Note**  Clauses 4.11.1(bC), (bD) and (bE) clarify the basis on which the Certified Reserve Capacity will be determined for Facilities comprising only of, or containing, an Electric Storage Resource |

(bC) for a Scheduled Facility containing an Electric Storage Resource or Semi-Scheduled Facility containing an Electric Storage Resource, the total quantity of Certified Reserve Capacity determined for the Electric Storage Resource must be determined by BANANAS in accordance with clause 4.11.3;

(bD) for a Non-Scheduled Facility comprising only an Electric Storage Resource, including Small Aggregation of aggregated Electric Storage Resources, the total quantity of Certified Reserve Capacity must be:

i. determined in accordance with the Relevant Level Methodology determined in accordance with clause 4.11.2; or

ii. if the Electric Storage Resource has not been in operation for the full period of performance assessment identified in step 1(a) of the Relevant Level Methodology, determined in accordance with clause 4.11.3;

(bE) for a Non-Scheduled Facility, excluding Non-Scheduled Facilities under clause 4.11.1(bD)(ii), the total quantity of Certified Reserve Capacity assigned to the Facility must be determined in accordance with the Relevant Level Methodology, determined in accordance with clause 4.11.2;

(c) BANANAS must not assign Certified Reserve Capacity to a Facility for a Reserve Capacity Cycle if:

i. [Blank]

ii. the Facility is not operational or is not scheduled to commence operation for the first time so as to meet its Reserve Capacity Obligations by 1 October of Year 3 of the Reserve Capacity Cycle;

iii. the Facility will cease operation permanently, and hence cease to meet Reserve Capacity Obligations, from a time earlier than 1 August of Year 4 of the Reserve Capacity Cycle;

iv. the Facility already has Capacity Credits assigned to it under clause 4.28C for the Reserve Capacity Cycle; or

v. [Blank]

vi. the Facility is a Demand Side Programme and it has submitted under clause 4.10.1(f)(v) a minimum notice period for dispatch under clause 7.6.15 of more than two hours.

(d) [Blank]

(e) [Blank]

(f) BANANAS must not assign Certified Reserve Capacity to a Facility that is not expected to be a Registered Facility by the time its Reserve Capacity Obligations for the Reserve Capacity Cycle would take effect;

(g) [Blank]

(h) subject to clauses 4.11.1B and 4.11.1C, BANANAS may decide not to assign any Certified Reserve Capacity to a Facility, or to assign a lesser quantity of Certified Reserve Capacity to a Facility than it would otherwise assign in accordance with this clause 4.11.1, if:

i. the Facility has been in Commercial Operation for at least 36 months and has had a Forced Outage rate or a combined Planned Outage rate and Forced Outage rate greater than the applicable percentage specified in the table in clause 4.11.1D, over the preceding 36 months; or

ii. the Facility has been in Commercial Operation for less than 36 months, or is yet to commence Commercial Operation, and BANANAS has cause to believe that over the first 36 months of Commercial Operation the Facility is likely to have a Forced Outage rate or a combined Planned Outage rate and Forced Outage rate greater than the applicable percentage specified in the table in clause 4.11.1D,

where the Planned Outage rate and the Forced Outage rate for a Facility for a period are calculated in accordance with the WEM Procedure specified in clause 4.9.10;

(i) the Certified Reserve Capacity assigned to a Facility is to be expressed to a precision of 0.001 MW;

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| **Explanatory Note**  Clause 4.11.1(j) is amended to reflect the proposed changes to dispatch arrangements for Demand Side Programmes. Under the proposed arrangements, a Market Participant will be required to have curtailed the Withdrawal of its Demand Side Programme to the requested level before the start time specified in the relevant Dispatch Instruction, so an assessment of its ability to reduce its Withdrawal in a single Trading Interval is no longer needed.  Clause 4.11.1(a) is amended for drafting consistency with the amendments made to clause 4.11.1(j). |

(j) the Certified Reserve Capacity for a Demand Side Programme for a Reserve Capacity Cycle must only consist of Associated Loads at the same Transmission Node, and must not exceed BANANAS’s reasonable expectation of the amount of capacity likely to be available from the Facility during the periods specified in clause 4.10.1(f)(vi), after netting off capacity required to serve Minimum Consumption for each of the Facility’s Associated Loads, from the start of the Trading Day starting on 1 October of Year 3 of the Reserve Capacity Cycle to the end of the Trading Day starting on 31 July of Year 4 of the Reserve Capacity Cycle; and

(k) the Certified Reserve Capacity assigned to a Facility is to be, where relevant, the sum of the Certified Reserve Capacity assigned to each relevant component of a Facility.

4.11.1A. BANANAS must publish the reasons for a decision made under clause 4.11.1(h) on the WEM Website to the extent those reasons do not contain any confidential information.

4.11.1B. In making a decision under clause 4.11.1(h) or 4.11.1(j), and without limiting the ways in which BANANAS may inform itself in either case, BANANAS may:

(a) seek such additional information from the Market Participant that BANANAS considers is relevant to the exercise of its discretion;

(b) use information provided in reports related to the Facility submitted by:

i. the Market Participant specified under clause 4.27.3; and

ii. any other person under clause 4.27.6; and

(c) consult with any person BANANAS considers suitably qualified to provide an opinion or information on issues relevant to the exercise of BANANAS’s discretion.

4.11.1C. In making a decision under clause 4.11.1(h), BANANAS:

(a) must be satisfied that its decision under clause 4.11.1(h) would not, on balance, be contrary to the Wholesale Market Objectives;

(b) may:

i. consider the extent to which the Reserve Capacity that can be provided by the Facility is necessary to meet the Reserve Capacity Target;

ii. consider whether the Reserve Capacity provided by the Facility is of material importance to the SWIS, having regard to:

1. the size of the Facility;

2. the operational characteristics of the Facility;

3. the extent to which the Facility contributes to the Power System Security or Power System Reliability through fuel diversity or location; and

4. the demonstrated reliability of the Facility;

iii. assess the effectiveness of strategies undertaken by the applicant in the previous three years to reduce outages, and consider the likelihood that strategies proposed by the applicant to maximise the availability of the Facility in the relevant Reserve Capacity Cycle will be effective;

iv. consider whether a decision to not assign Certified Reserve Capacity to the Facility is likely to result in a material decrease in competition in at least one market;

v. consider any positive or negative impacts on the long term price of electricity supplied to consumers that might arise if Certified Reserve Capacity was not assigned to the Facility; and

vi. consider any other matter BANANAS determines to be relevant.

4.11.1D. The relevant outage criteria to apply under clause 4.11.1(h) in a particular Capacity Year is set out in the following table:

**OUTAGE RATE LIMIT TABLE**

| For BANANAS decisions related to the Capacity Cycle | Forced Outage rate greater than | Combined Planned Outage rate and Forced Outage rate greater than |
| --- | --- | --- |
| Prior to 2015 | * + 1. 15% | * + 1. 30% |
| 2015 | * + 1. 14% | * + 1. 28% |
| 2016 | * + 1. 13% | * + 1. 26% |
| 2017 | * + 1. 12% | * + 1. 24% |
| 2018 | * + 1. 11% | * + 1. 22% |
| 2019 onwards | * + 1. 10% | * + 1. 20% |

4.11.2. Where an applicant submits an application for Certified Reserve Capacity, in accordance with clause 4.10, and BANANAS is required to use the methodology described in clause 4.11.2(b) to apply to an Intermittent Generating System or a Non-Scheduled Facility (excluding where clause 4.11.1(bD)(ii) applies), BANANAS:

(a) [Blank];

(aA) [Blank]; and

(b) subject to clause 4.11.12, must assign a quantity of Certified Reserve Capacity to the relevant Facility or relevant component of a Facility for the Reserve Capacity Cycle equal to the Relevant Level as determined in accordance with the Relevant Level Methodology, but subject to clauses 4.11.1(bA), 4.11.1(bB), 4.11.1(c), 4.11.1(f) and 4.11.1(h).

4.11.2A. Where an applicant nominates under clause 4.10.3A(c) to have BANANAS use an alternative value to that specified in clause 4.10.3A(b) BANANAS:

(a) may reject the proposed alternative value if it does not consider the reasons provided in accordance with clause 4.10.3A(d) provide sufficient evidence that an alternative value is required; and

(b) must use the alternative value in the calculation of the Required Level if it does not reject the proposed alternative value under clause 4.11.2A(a).

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| **Explanatory Note**  Clause 4.11.3 sets out how BANANAS determines the quantity of Certified Reserve Capacity to be assigned to certain Facilities comprising only of, or containing, an Electric Storage Resource. |

4.11.3. The Certified Reserve Capacity for an Electric Storage Resource for the Reserve Capacity Cycle under clause 4.11.1, for a component of a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility, except where clause 4.11.1(bD)(i) applies, the quantity of Certified Reserve Capacity to be assigned is BANANAS’s reasonable expectation of the Linearly Derating Capacity that each Electric Storage Resource can sustain over the Electric Storage Resource Obligation Duration after netting off capacity required to serve Loads associated with the Electric Storage Resource, from 1 October of Year 3 of the Reserve Capacity Cycle, assuming an ambient temperature of 41 degrees Celsius, based on the information provided in the application for Certified Reserve Capacity and the observed performance of the Electric Storage Resource in accordance with clause 4.25.1.

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| **Explanatory Note**  Clause 4.11.3A requires BANANAS to determine, publish, and document the methodology and processes it will use to determine Electric Storage Resource Obligation Intervals.  A Market Participant for an Electric Storage Resource or a Facility containing an Electric Storage Resource will have Reserve Capacity Obligations in respect of the Electric Storage Resource in each Electric Storage Resource Obligation Interval.  A new transitional provision requires BANANAS to document the WEM Procedure prior to the date in clause 4.1.4, which is when BANANAS is required to publish the Request for Expression of Interest for the 2021 Reserve Capacity Cycle. |

4.11.3A. BANANAS must:

(a) determine in Year 1 of a Reserve Capacity Cycle the Trading Intervals in each Trading Day that are classified as Electric Storage Resource Obligation Intervals from 1 October of Year 3 of the Reserve Capacity Cycle, and:

i. where changes are proposed to the Electric Storage Resource Obligation Intervals last published under this clause 4.11.3A(a), consult with Market Participants on the proposed changes, and publish the Electric Storage Resource Obligation Intervals on the WEM Website by 31 July of Year 1 of the Reserve Capacity Cycle; and

ii. where no changes are proposed to the Electric Storage Resource Obligation Intervals last published under this clause 4.11.3A(a), publish the Electric Storage Resource Obligation Intervals on the WEM Website (which may be published in the Statement of Opportunities Report) by the date specified in clause 4.1.8;

(b) only amend the Trading Intervals classified as Electric Storage Resource Obligation Intervals and published in accordance with clause 4.11.3A(a) as permitted under these WEM Rules; and

(c) document the following in a WEM Procedure:

i. the processes to be followed by BANANAS for determining changes to the Trading Intervals that will be classified as Electric Storage Resource Obligation Intervals under clause 4.11.3A(a), including the processes to be followed by BANANAS to comply with its obligation to consult with Market Participants;

ii. the processes to be followed by BANANAS for publishing the Trading Intervals classified as Electric Storage Resource Obligation Intervals in accordance with clause 4.11.3A(a) on the WEM Website; and

iii. the circumstances, if any, that allow BANANAS to determine, in accordance with clause 6.3.1 and without consultation with Market Participants, that the Trading Intervals classified as Electric Storage Resource Obligation Intervals for a specific Trading Day are not the Electric Storage Resource Obligation Intervals published by BANANAS under clause 4.11.3A(a).

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| **Explanatory Note**  Clauses 4.11.3BA(a) and (b) are amended to reflect that the Required Level is determined on a component and not a Facility level.  Clause 4.11.3BA(c) is deleted and clause 4.11.3BB created to reflect that a Demand Side Programme cannot be a component of a Facility.  Clause 4.11.3BA(e) is deleted to reflect that a Non-Scheduled Facility comprising only an Electric Storage Resource is already covered under 4.11.3BA(d) – now renumbered to 4.11.3BA(c).  Clause 4.11.3BB is created to provide for the determination of the Required Level of a Demand Side Programme on a Facility level. |

4.11.3B. The Required Level for a Scheduled Facility or Semi-Scheduled Facility is the sum of each Separately Certified Component determined under clause 4.11.3BA, unless that sum exceeds the Facility's Declared Sent Out Capacity then the Required Level will be the Declared Sent Out Capacity of the Facility.

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| **Explanatory Note**  Clause 4.11.3BA(b)(i) is amended to include a relevant component of a Facility to enable an independent expert report to provide the 5% PoE for a component (e.g. Intermittent Generating System) or a Facility (e.g. Non-Scheduled Facility with an Electric Storage Resource).  Clauses 4.11.3BA(a) and (b) are amended to reflect that the Required Level is determined on a component and not a Facility level.  Clause 4.11.3BA(c) is deleted and clause 4.11.3BB created to reflect that a Demand Side Programme cannot be a component of a Facility.  Clause 4.11.3BA(e) is deleted to reflect that a Non-Scheduled Facility comprising only an Electric Storage Resource is already covered under 4.11.3BA(d) – now renumbered to 4.11.3BA(c).  New clause 4.11.3BA, which will be inserted in the WEM Rules by the *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021* (Schedule I, paragraph 26.4), is further amended (i.e. clause 4.11.3BA(c) specifically) to reflect the proposed aggregation of clauses 4.10.1(fA), 4.10.1(fB) and 4.10.1(fC) into a single clause 4.10.1(fA). |

4.11.3BA. The Required Level for a Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility is:

(a) for a Non-Intermittent Generating System assigned Certified Reserve Capacity under clause 4.11.1(a), calculated by BANANAS using the Capacity Credits associated with the Non-Intermittent Generating System and temperature dependence information submitted to BANANAS under clause 4.10.1(e)(i) or provided in Standing Data (where available) and converted to a sent out basis to 41 degrees Celsius;

(b) for an Intermittent Generating System assigned Certified Reserve Capacity under clause 4.11.2(b), either:

i. the value, expressed in MW as a sent out value, that equals the five percent probability of exceedance of expected generation output for the component of the Facility that is an Intermittent Generating System, submitted to BANANAS in the report described in clause 4.10.3A(b);or

ii. the proposed alternative value for the component of the Facility that is an Intermittent Generating System, expressed in MW as a sent out value, provided in the report described in clause 4.10.3A(c), where BANANAS has accepted the proposed alternative value under clause 4.11.2A,

and adjusted for Capacity Credits associated with the Intermittent Generating System;

(c) for an Electric Storage Resource assigned Certified Reserve Capacity under clause 4.11.3 calculated by BANANAS using the Capacity Credits associated with the Electric Storage Resource and temperature dependence information submitted to BANANAS under clause 4.10.1(fA) or provided in Standing Data (where available) and converted to a sent out basis to 41 degrees Celsius.

4.11.3BB. The Required Level for a Demand Side Programme is calculated by BANANAS using the Relevant Demand for the Facility minus the Capacity Credits assigned to the Facility.

4.11.3BC. Except where clause 4.11.3BD applies to the Facility, the Required Level for a Non-Scheduled Facility assigned Certified Reserve Capacity under clause 4.11.2(b) is either:

(a) the value, expressed in MW as a sent out value, that equals the five percent probability of exceedance of expected generation output for the Facility, specified in the report described in clause 4.10.3A(b);or

(b) the proposed alternative value for the Facility, expressed in MW as a sent out value, specified in the report described in clause 4.10.3A(c), where BANANAS must use the proposed alternative value in accordance with clause 4.11.2A,

and adjusted for Capacity Credits assigned to the Facility.

4.11.3BD. The Required Level for a Non-Scheduled Facility, assigned Certified Reserve Capacity under 4.11.1(bD), is calculated by BANANAS using the Capacity Credits assigned to the Facility and temperature dependence information submitted to BANANAS under clauses 4.10.1(fD) or provided in Standing Data (where available) and converted to a sent out basis to 41 degrees Celsius.

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| **Explanatory Note:**  Clause 4.11.3C is amended to reflect that the next review of the Relevent Level Methodology by the ERA is to be postponed until after the completion of the Coordinator’s RCM Review. |

4.11.3C. For each five year period, beginning with the period commencing on 1 January 2025, the Economic Regulation Authority must, by 1 April of the first year of that period, conduct a review of the Relevant Level Methodology. In conducting the review, the Economic Regulation Authority must:

(a) examine the effectiveness of the Relevant Level Methodology in meeting the Wholesale Market Objectives; and

(b) determine the values of the parameters K and U in step 17 of the Relevant Level Methodology to be applied for each of the three Reserve Capacity Cycles commencing in the period,

and the Economic Regulation Authority may examine any other matters that the Economic Regulation Authority considers to be relevant.

4.11.3D. In conducting a review under clause 4.11.3C, the Economic Regulation Authority must publish a draft report and invite submissions from Rule Participants and any other stakeholders the Economic Regulation Authority considers should be consulted.

4.11.3E. At the conclusion of a review under clause 4.11.3C, the Economic Regulation Authority must publish a final report containing:

(a) details of the Economic Regulation Authority’s review of the Relevant Level Methodology;

(b) a summary of the submissions received during the consultation period;

(c) the Economic Regulation Authority’s response to any issues raised in those submissions;

(d) the values of the parameters K and U determined under clause 4.11.3C; and

(e) any recommended amendments to the Relevant Level Methodology which the Economic Regulation Authority intends to progress as a Rule Change Proposal.

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| **Explanatory Note**  Clause 4.11.4 is amended to clarify how BANANAS is to assign an Availability Class to Certified Reserve Capacity. |

4.11.4. Subject to clause 4.11.12, when assigning Certified Reserve Capacity, BANANAS must assign an Availability Class to apply to that Certified Reserve Capacity as follows:

(a) Availability Class 1 where either:

i. the Facility contains an Intermittent Generating System or Non‑Intermittent Generating System; or

ii. BANANAS reasonably expects the Facility to be available to be dispatched for all Trading Intervals in a Capacity Year, allowing for Outages and any restrictions on the availability specified by the applicant under clause 4.10.1(g); or

(b) Availability Class 2 otherwise.

4.11.5. In assigning Certified Reserve Capacity to a Facility, BANANAS may:

(a) require Network Operators to confirm that the data and information related to clause 4.10.1(bA) provided to BANANAS by or on behalf of an applicant for Certified Reserve Capacity is complete, accurate and up to date; and

(b) request that a Network Operator provide BANANAS within a reasonable timeframe with any other information held by the Network Operator that the Network Operator reasonably considers is relevant to the application,

and Network Operators must use their best endeavours to cooperate with such requests and provide the information requested within the timeframe specified by BANANAS in the request.

4.11.6. BANANAS must accredit not less than two independent experts at any time to prepare reports on the estimated Reserve Capacity of an Intermittent Generating System or a Non-Scheduled Facility (excluding where clause 4.11.1(bD)(ii) applies) that are yet to commence operation, at the expense of the applicant. BANANAS:

(a) must publish the contact details of these accredited independent experts on the WEM Website;

(b) must ensure that any expert it accredits is familiar with the meaning of the value to be estimated; and

(c) can remove accreditation of an expert at any time, but must allow the expert to complete any work in progress as an accredited expert at the time accreditation is removed.

4.11.7. [Blank]

4.11.8. [Blank]

4.11.9. [Blank]

4.11.10. Upon the receipt of advice provided in accordance with clause 4.10.4 for a Facility that has already been assigned Capacity Credits for the relevant Capacity Year, BANANAS must review the information provided and decide whether it is necessary for BANANAS to reassess the assignment of Certified Reserve Capacity to the Facility.

4.11.10A. Where BANANAS decides under clause 4.11.10 that it is necessary for BANANAS to reassess the assignment of Certified Reserve Capacity to a Facility because the level assigned may have been too high, BANANAS must:

(a) if information provided to BANANAS under clause 4.10.4 would have resulted in BANANAS assigning a lower, non-zero level of Certified Reserve Capacity to the Facility:

i. reduce the Capacity Credits assigned to that Facility accordingly; and

ii. advise the Market Participant within 90 days of receiving the submission under clause 4.10.4; or

(b) otherwise, do nothing.

4.11.11. Where BANANAS reassesses the amount of Certified Reserve Capacity assigned to a Facility under clauses 4.11.10 and 4.11.10A based on information provided to BANANAS under clause 4.10.4 the Market Participant will pay a Reassessment Fee to cover the cost of processing the reassessment.

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| **Explanatory Note**  Clause 4.11.12 is amended to remove the reference to the ‘Balancing Facility Requirements’, and replace it with a reference to the Market Participant being required to provide evidence of how its Facility will be able to receive, confirm and respond to Dispatch Instructions in accordance with the WEM Procedures: Communications and Control Systems, and Dispatch.  Clause 4.11.12 is further amended to reflect that dispatch capability should apply to a relevant Facility Class rather than Facility size. |

4.11.12. BANANAS must not assign Certified Reserve Capacity to a Scheduled Facility, Semi-Scheduled Facility or Demand Side Programme unless BANANAS is satisfied the Facility is likely to be able to receive, confirm, and implement Dispatch Instructions from BANANAS in accordance with the WEM Procedures referred to in clauses 2.35.4 and 7.6.18.

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| **Explanatory Note**  The amendments to clause 4.12.1(a) simplify the drafting and ensure that it is consistent with the Net STEM Shortfall calculations specified in clauses 4.26.2AA to 4.26.2AH.  The amended clause requires a Market Participant to provide for each Trading Interval a quantity of capacity through the Bilateral Submission and STEM Submission processes that is greater than or equal to the ‘required’ quantity for that Market Participant and Trading Interval.  The quantity of capacity deemed to have been provided is determined using the CAPASTEM(p,t) calculation in clause 4.26.2AE, which incorporates:   * the Market Participant’s Net Contract Position; * STEM Offers that were not scheduled in the STEM Auction; and * STEM Bids that were scheduled in the STEM Auction.   The required quantity is determined using the STEMREQ(p,t) calculation in clause 4.26.2AB. STEMREQ(p,t) is based on the STEM Reserve Capacity Obligation Quantities of the Market Participant’s Scheduled Facilities and Semi-Scheduled Facilities, with an adjustment to account for capacity that was available in real time but was expected by BANANAS to be subject to a Forced Outage when BANANAS estimated Capacity Adjusted Forced Outage Quantities for the Trading Day on the relevant Scheduling Day.  Note that clause 4.12.1 as set out in the Tranche 5 Amendments (Schedule I, paragraph 27.1) supersedes the amendments to clauses 4.12.1(a)-(c) as set out in the Tranches 2 and 3 Amendments (Schedule C, paragraph 87.1). However, the Tranche 5 Amendments contains an error in that the instruction deletes clause 4.12.1 but only replaces it with subclauses (a) and (b) and not also with the opening paragraph.  To achieve the intended outcome, the Tranches 2 and 3 Amendments and Tranche 5 Amendments to clause 4.12.1 will not be commenced. Instead the Tranche 6 Amendments will replace the existing clause 4.12.1. |

4.12. Setting Reserve Capacity Obligations

4.12.1. The Reserve Capacity Obligations for each Market Participant holding Capacity Credits are as follows:

(a) a Market Participant must ensure that for each Trading Interval, the MW quantity of capacity provided through the Bilateral Submission and STEM Submission processes, as determined for the Market Participant under clause 4.26.2AE, is greater than or equal to the MW quantity determined for the Market Participant under clause 4.26.2AB; and

(b) a Market Participant must make the capacity associated with the Capacity Credits which are assigned to its Registered Facility for each Dispatch Interval available for dispatch by BANANAS in accordance with Chapter 7, up to the Reserve Capacity Obligation Quantity for the Registered Facility for the relevant Dispatch Interval.

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| **Explanatory Note**  Clause 4.12.2 has been amended to:   * update the list of sections that contain outage obligations in clause 4.12.2(a); and * remove the reference to ‘inspections’ in clause 4.12.2(b), because inspections are not conducted under section 4.25. |

4.12.2. A Market Participant holding Capacity Credits must also comply with the following obligations:

(a) the Market Participant must comply with the Outage planning obligations specified in sections 3.18 to 3.21;

(b) the Market Participant must submit to tests of availability of capacity conducted in accordance with section 4.25; and

(c) the Market Participant must comply with Reserve Capacity performance monitoring obligations in accordance with section 4.27.

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| **Explanatory Note**  Clause 4.12.3 has been deleted because the rules for determining Reserve Capacity Obligation Quantities are covered in other clauses.  Clause 4.12.7 and its associated footnote have been moved to clause 4.12.3 to improve the logical order of the section. The condition in the clause has been updated to refer to Capacity Credits instead of Certified Reserve Capacity, because a Facility may be assigned Certified Reserve Capacity but not Capacity Credits, in which case the Facility will not be subject to Reserve Capacity Obligations. |

4.12.3. If a Facility assigned Capacity Credits is not a Registered Facility for any time period during which Reserve Capacity Obligations apply for the Facility, then the Market Participant which holds the Capacity Credits assigned to the Facility will be deemed to have failed to satisfy the Reserve Capacity Obligations for the Facility during that time period.[[2]](#footnote-2)

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| **Explanatory Note**  Clause 4.12.4 has been redrafted to improve clarity and remove unnecessary complexity. The concept of an ‘initial’ Reserve Capacity Obligation Quantity has been removed. Instead the clause sets out BANANAS’s requirement to determine the Reserve Capacity Obligation Quantity for each Registered Facility for each Dispatch Interval.  For a Scheduled Facility or Semi-Scheduled Facility, the Reserve Capacity Obligation Quantity is defined as the sum of the Reserve Capacity Obligation Quantities determined under clause 4.12.5 for each of its Separately Certified Components.  Clause 4.12.4 is further amended to update the cross-references in clause 4.12.4(c) and remove the redundant reference to Registered Facilities. |

4.12.4. BANANAS must determine the Reserve Capacity Obligation Quantity for each Scheduled Facility, Semi-Scheduled Facility, Non‑Scheduled Facility or Demand Side Programme for each Dispatch Interval as follows:

(a) the Reserve Capacity Obligation Quantity for a Registered Facility is equal to zero for each Dispatch Interval in which no Capacity Credits are assigned to the Registered Facility;

(b) the Reserve Capacity Obligation Quantity for a Non-Scheduled Facility is equal to zero for each Dispatch Interval;

(c) the Reserve Capacity Obligation Quantity for a Demand Side Programme:

i. for a Dispatch Interval that falls within a period specified for the Demand Side Programme under clause 4.10.1(f)(vi), is equal to the number of Capacity Credits assigned to the Demand Side Programme for the Dispatch Interval, except where clauses 4.12.4(c)(iii) or 4.12.4(c)(iv) apply;

ii. for a Dispatch Interval that falls outside the periods specified for the Demand Side Programme under clause 4.10.1(f)(vi), is equal to zero;

iii. will equal zero for the remainder of a Capacity Year once the capacity of the Demand Side Programme has been dispatched under clause 7.6.5A for the number of hours per Capacity Year that is specified for the Demand Side Programme under clause 4.10.1(f)(ii); and

iv. will equal zero for the remainder of a Trading Day once the capacity of the Demand Side Programme has been dispatched under clause 7.6.5A for the number of hours per Trading Day that is specified for the Demand Side Programme under clause 4.10.1(f)(iii); and

(d) the Reserve Capacity Obligation Quantity for a Scheduled Facility or Semi‑Scheduled Facility which is assigned Capacity Credits for a Dispatch Interval is equal to the sum of the Reserve Capacity Obligation Quantities determined under clause 4.12.5 for each Separately Certified Component of the Registered Facility for the relevant Dispatch Interval.

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| **Explanatory Note**  New clause 4.12.5 sets out how BANANAS is required to determine the Reserve Capacity Obligation Quantities of the Separately Certified Components of a Scheduled Facility or Semi-Scheduled Facility for a Dispatch Interval.  Clause 4.12.5 is further amended to remove redundant reference to “Registered Facilities”. |

4.12.5. BANANAS must determine the Reserve Capacity Obligation Quantity for each Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility, for each Dispatch Interval for which the Separately Certified Component is assigned Capacity Credits, as follows:

(a) the Reserve Capacity Obligation Quantity for an Intermittent Generating System is equal to zero for each Dispatch Interval;

(b) subject to the exceptions specified in clauses 4.12.5(d) and 4.12.5(e), the Reserve Capacity Obligation Quantity for a Non-Intermittent Generating System:

i. for a Dispatch Interval during a Trading Day where the maximum daily temperature at the site of the Non-Intermittent Generating System does not exceed 41 degrees Celsius, is equal to the number of Capacity Credits assigned to the Non‑Intermittent Generating System for the Dispatch Interval; and

ii. for a Dispatch Interval during a Trading Day where the maximum daily temperature at the site of the Non-Intermittent Generating System exceeds 41 degrees Celsius, is equal to:

where:

1. CC is the number of Capacity Credits assigned to the Non‑Intermittent Generating System for the Dispatch Interval;

2. MSOC45 is the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non-Intermittent Generating System when it is operated normally at an ambient temperature of 45 degrees Celsius, as specified in Standing Data; and

3. MSOC41 is the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non-Intermittent Generating System when it is operated normally at an ambient temperature of 41 degrees Celsius, as specified in Standing Data;

(c) subject to the exceptions specified in clauses 4.12.5(d), 4.12.5(f) and 4.12.5(g), the Reserve Capacity Obligation Quantity for an Electric Storage Resource:

i. for a Dispatch Interval which does not fall within an Electric Storage Resource Obligation Interval, is equal to zero;

ii. for a Dispatch Interval which falls within an Electric Storage Resource Obligation Interval, during a Trading Day where the maximum daily temperature at the site of the Electric Storage Resource does not exceed 41 degrees Celsius, is equal to the number of Capacity Credits assigned to the Electric Storage Resource for the Dispatch Interval; and

iii. for a Dispatch Interval which falls within an Electric Storage Resource Obligation Interval, during a Trading Day where the maximum daily temperature at the site of the Electric Storage Resource exceeds 41 degrees Celsius, is equal to:

where:

1. CC is the number of Capacity Credits assigned to the Electric Storage Resource for the Dispatch Interval;

2. MSOC45 is the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Electric Storage Resource when it is operated normally at an ambient temperature of 45 degrees Celsius, as specified in Standing Data; and

3. MSOC41 is the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Electric Storage Resource when it is operated normally at an ambient temperature of 41 degrees Celsius, as specified in Standing Data;

(d) where a Scheduled Facility or Semi‑Scheduled Facility is subject to Commissioning Test Plan approved by BANANAS in a Dispatch Interval, the Reserve Capacity Obligation Quantity for each Separately Certified Component of the Registered Facility is equal to zero for the Dispatch Interval and clauses 4.12.5(e) and 4.12.5(f) do not apply;

(e) subject to clause 4.12.5(d), where a Separately Certified Component which is a Non-Intermittent Generating System is subject to a Planned Outage in a Dispatch Interval, the Reserve Capacity Obligation Quantity of the Separately Certified Component for the Dispatch Interval is reduced from the value determined under clause 4.12.5(b) by the Capacity Adjusted Planned Outage Quantity determined for the Separately Certified Component under clause 3.21.8;

(f) subject to clauses 4.12.5(d) and 4.12.5(g), where a Separately Certified Component which is an Electric Storage Resource is subject to a Planned Outage in a Dispatch Interval, the Reserve Capacity Obligation Quantity of the Separately Certified Component for the Dispatch Interval is reduced from the value determined under clause 4.12.5(c) by the Capacity Adjusted Planned Outage Quantity determined for the Separately Certified Component under clause 3.21.8; and

(g) where:

i. BANANAS issues a direction under clause 7.7.5 in respect of a Registered Facility containing a Separately Certified Component which is an Electric Storage Resource; and

ii. the direction requires the Registered Facility to operate at a level higher than its Reserve Capacity Obligation Quantity in the Dispatch Interval to which the direction relates,

the Reserve Capacity Obligation Quantity for the Electric Storage Resource is reduced to zero for all Dispatch Intervals subsequent to the Dispatch Interval in which the direction is issued in the relevant Trading Day and clause 4.12.5(f) does not apply for those Dispatch Intervals.

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| **Explanatory Note**  The current clause 4.12.6 has been deleted because:   * clause 4.12.6(a) is unnecessary because Reserve Capacity Obligation Quantities are based on the Capacity Credits assigned to the Facility or Separately Certified Component for the relevant Dispatch Interval, which automatically accounts for the adjustments described in the clause; * adjustments for approved Planned Outages are covered in clauses 4.12.5(e) and 4.12.5(f); and * adjustments for approved Commissioning Tests are covered in clause 4.12.5(d).   The replacement clause 4.12.6 specifies how the Reserve Capacity Obligation Quantity for a Registered Facility for a Trading Interval is determined from the Reserve Capacity Obligation Quantities for the Registered Facility for the Dispatch Intervals in that Trading Interval. |

4.12.6. The Reserve Capacity Obligation Quantity for a Registered Facility f for a Trading Interval t is equal to:

where:

(a) DI∈t denotes all Dispatch Intervals DI in Trading Interval t; and

(b) RCOQ(f,DI) is the Reserve Capacity Obligation Quantity determined for Registered Facility f for Dispatch Interval DI under clause 4.12.4.

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| **Explanatory Note**  Reserve Capacity Security relating to DSPs is dealt with in new section 4.13A. Other than some minor amendments, no substantive amendments were required to this section 4.13 as the definition of the "Reserve Capacity Security" is amended to exclude Demand Side Programmes.  Section heading moved to before section 4.14.  Footnote to the heading was added for consistency with footnote 2. |

4.13. Reserve Capacity Security[[3]](#footnote-3)

4.13.1. Where BANANAS assigns Certified Reserve Capacity to a Facility (which, for the purposes of this section 4.13, excludes a Demand Side Programme) that is yet to enter service (or re-enter service after significant maintenance or having been upgraded), the relevant Market Participant must ensure that BANANAS holds the benefit of a Reserve Capacity Security that is:

(a) in the form specified in clause 4.13.5; and

(b) an amount determined under clause 4.13.2(a) by the date and time specified in clause 4.1.13.

4.13.1A For the purposes of this section 4.13, where an existing Facility is undergoing significant maintenance or being upgraded the requirement to provide Reserve Capacity Security applies only to the part of the Facility either undergoing significant maintenance or being upgraded.

4.13.1B. The obligation under clause 4.13.1 to provide Reserve Capacity Security does not apply where the Market Participant has provided Reserve Capacity Security in relation to the same Facility for a previous Reserve Capacity Cycle, unless:

(a) the Facility is an existing Facility undergoing significant maintenance or being upgraded; or

(b) BANANAS cancelled the Capacity Credits assigned to the Facility for that previous Reserve Capacity Cycle in accordance with clause 4.20.14.

4.13.1C For the purposes of this section 4.13, a Facility includes part of a Facility, any upgrade or significant maintenance to an existing Facility, unless otherwise stated.

4.13.2. For the purposes of this section 4.13 the amount of Reserve Capacity Security is:

(a) at the time and date referred to in clause 4.1.13, 25 percent of the Benchmark Reserve Capacity Price included in the Request for Expressions of Interest issued for the relevant Reserve Capacity Cycle, expressed in $/MW per year, multiplied by an amount equal to:

i. the Certified Reserve Capacity assigned to the Facility; less

ii. the total of any Certified Reserve Capacity amount specified in accordance with clause 4.14.1(d) or referred to in clause 4.14.7(c)(ii); and

(b) at the time and date referred to in clause 4.1.21, 25 percent of the Benchmark Reserve Capacity Price included in the Request for Expressions of Interest issued for the relevant Reserve Capacity Cycle, expressed in $/MW per year, multiplied by an amount equal to the total number of Capacity Credits assigned to the Facility under clause 4.20.5A.

4.13.2A A Market Participant may apply to BANANAS for a recalculation of the amount of Reserve Capacity Security required to be held for a Facility using the formula in clause 4.13.2(b) after the time and date referred to in clause 4.1.21.

4.13.2B Within 10 Business Days after receipt of a request from a Market Participant under clause 4.13.2A BANANAS must recalculate the amount of Reserve Capacity Security required to be held by a Facility using the formula in clause 4.13.2(b). If the amount recalculated by BANANAS under clause 4.13.2(b) is less than that originally calculated under clause 4.13.2(a) then BANANAS must:

(a) notify the Market Participant of the result of the calculation;

(b) offer the Market Participant the opportunity to replace the Reserve Capacity Security in accordance with clause 4.13.2C, and

(c) if the Market Participant provides a replacement Reserve Capacity Security in accordance with clause 4.13.2C, return any excess Reserve Capacity Security.

4.13.2C Where under clause 4.13.2B BANANAS notifies a Market Participant that excess Reserve Capacity Security is currently held, then a Market Participant may replace the existing Reserve Capacity Security with replacement Reserve Capacity Security which must:

(a) be in the form specified in clause 4.13.5;

(b) be an amount not less than the amount required under clause 4.13.2(b); and

(c) become effective before BANANAS returns any excess Reserve Capacity Security.

4.13.3. Where a Market Participant’s existing Reserve Capacity Security is due to expire or cease to have effect for any other reason and after that expiration the Market Participant will continue to have an obligation to ensure BANANAS holds the benefit of a Reserve Capacity Security under clause 4.13.1, then that Market Participant must ensure that BANANAS holds the benefit of replacement Reserve Capacity Security that is:

(a) in the form specified in clause 4.13.5;

(b) an amount not less than the amount required under clause 4.13.2; and

(c) effective when the existing Reserve Capacity Security expires or otherwise ceases to have effect.

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| **Explanatory Note**  Clause 4.13.4 is amended to remove the ambiguity regarding the circumstances that may require the Reserve Capacity Security to be replaced. Clause 4.13.8 is also amended to require those circumstances to be specified in a WEM Procedure. |

4.13.4. Where a Market Participant’s Reserve Capacity Security is affected by any of the circumstances specified in the WEM Procedure referred to in clause 4.13.8 that may require replacement Reserve Capacity Security, then the Market Participant must ensure that BANANAS holds the benefit of replacement Reserve Capacity Security that is:

(a) in the form specified in clause 4.13.5;

(b) an amount not less than the level required under clause 4.13.2; and

(c) effective before the end of the next Business Day or within any longer period approved in writing by BANANAS after the Market Participant first becomes aware of the relevant change in circumstance (whether by reason of the Market Participant’s own knowledge or a notification by BANANAS).

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| **Explanatory Note**  Clause 4.13.5 is amended as a consequence of amendments to the Glossary (Chapter 11) to add definitions for “Security Deposit” and “Security Provider”. |

4.13.5. The Reserve Capacity Security for a Market Participant must be:

(a) an obligation in writing that:

i. is from a Security Provider;

ii. is a guarantee or bank undertaking in a form prescribed by BANANAS;

iii. is duly executed by the Security Provider and delivered unconditionally to BANANAS;

iv. constitutes valid and binding unsubordinated obligations of the Security Provider to pay to BANANAS amounts in accordance with its terms which relate to the relevant Market Participant's obligations under the WEM Rules to pay compensation under clause 4.13.11; and

v. permits drawings or claims by BANANAS up to a stated amount; or

(b) if BANANAS in its discretion considers it an acceptable alternative in the circumstances to the obligation under clause 4.13.5(a), a Security Deposit.

4.13.6. Where Reserve Capacity Security is provided as a Security Deposit in accordance with clause 4.13.5(b), it will accrue interest daily at the BANANAS Deposit Rate, and BANANAS must pay the Market Participant the interest accumulated at the end of each calendar month less any liabilities and expenses incurred by BANANAS, including bank fees and charges.

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| **Explanatory Note**  Clause 4.13.8 is amended as a consequence of the amendment to the Glossary (Chapter 11) to add a definition for “Security Deposit”.  Clause 4.13.8 is also amended to require the WEM Procedure to specify the circumstances when Reserve Capacity Security is required to be replaced for the purposes of clause 4.13.4. |

4.13.8. BANANAS must develop a WEM Procedure dealing with:

(a) determining Reserve Capacity Security;

(b) assessing persons against the Acceptable Credit Criteria;

(c) Reserve Capacity Security arrangements, including:

i. the form of acceptable guarantees and bank undertakings;

ii. where and how it will hold Security Deposits and how the costs and fees of holding Security Deposits will be met;

iiA. the circumstances that may require Reserve Capacity Security to be replaced for the purposes of clause 4.13.4; and

iii. the application of monies drawn from Reserve Capacity Security in respect of amounts payable by the relevant Market Participant to BANANAS under clause 4.13.11A; and

(d) other matters relating to section 4.13.

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| **Explanatory Note**  Clause 4.13.9(b) is amended as a consequence of the deletion of the Reserve Capacity Auction and to remove the reference to the setting of Reserve Capacity Obligation Quantities, because Certified Reserve Capacity is not used to set these quantities. |

4.13.9. If a Market Participant does not comply with clause 4.13.1 in full by the date and time specified in clause 4.1.13 for the Reserve Capacity Cycle to which the certification relates, the Certified Reserve Capacity assigned to that Facility will lapse for the purposes of these WEM Rules.

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| **Explanatory Note**  Clause 4.13.10 is amended to resolve inconsistencies with clause 4.13.2 under which Reserve Capacity Security is provided on a Facility level and should therefore be returned based on Facility performance.  BANANAS will be unable to assess if a 'component' has met its Required Level, therefore, clause 4.13.10 is further amended to remove the references to 'component of a Facility'. |

4.13.10. If a Market Participant that provides Reserve Capacity Security in respect of a Facility:

(a) either:

i. operates the Facility at a level which is at least equivalent to its Required Level, adjusted to 90 percent of the level of Capacity Credits specified in clause 4.20.5A, in at least two Trading Intervals before the end of the relevant Capacity Year; or

ii. provides BANANAS with a report under clause 4.13.10C, which specifies that the Facility can operate at a level which is at least equivalent to its Required Level, adjusted to 90 percent of the level of Capacity Credits specified in clause 4.20.5A; and

(b) is considered by BANANAS to be in Commercial Operation,

then BANANAS will return the Reserve Capacity Security to the Market Participant as soon as practicable after the end of the relevant Capacity Year and in any event by 30 November of Year 4 of the relevant Reserve Capacity Cycle.

4.13.10A A Market Participant may request BANANAS to determine that a Facility is in Commercial Operation for the purposes of Chapter 4 of these WEM Rules.

4.13.10B. On receipt of a request made under clause 4.13.10A BANANAS must determine, within 20 Business Days, whether the Facility is in Commercial Operation. In making each such determination BANANAS:

(a) must have regard to the following, if applicable:

i. whether the Facility has completed an approved Commissioning Test under clause 3.21A and subsequently produced energy for at least two Trading Intervals;

ii. any formal advice received from the Market Participant that it has completed an approved Commissioning Test under clause 3.21A and is commercially operational; and

iii. in accordance with clause 2.29.12, whether the Facility has installed Facility Sub-Metering; and

(b) may have regard to any additional information BANANAS considers relevant.

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| **Explanatory Note**  Clause 4.13.10C is amended to resolve inconsistencies with clause 4.13.2 under which Reserve Capacity Security is provided on a Facility level and should therefore be returned based on Facility performance.  BANANAS will be unable to assess if a 'component' has met its Required Level, therefore, clause 4.13.10C is further amended to remove the references to 'component of a Facility'. |

4.13.10C. For a Facility, or component of a Facility, assigned a quantity of Certified Reserve Capacity under clause 4.11.2(b), a Market Participant may provide BANANAS with a report, in accordance with the relevant WEM Procedure, prepared by an independent expert accredited by BANANAS, before the end of the relevant Capacity Year. The report must specify the independent expert’s best estimate of the level to which the Facility can operate, expressed in MW as a sent out value, at the time the report is prepared.

4.13.11. If a Market Participant that provides a Reserve Capacity Security in respect of a Facility fails to operate that Facility in accordance with clauses 4.13.10(a) and (b) before the end of the relevant Capacity Year then the Market Participant must pay to BANANAS, as compensation to the market, an amount equal to the Reserve Capacity Security amount for that Facility as soon as practicable after the end of the relevant Capacity Year and in any event by 30 November of Year 4 of the relevant Reserve Capacity Cycle.

4.13.11A The payment obligation under clause 4.13.11 may be satisfied by BANANAS drawing upon the Reserve Capacity Security for the Facility, and applying the amount claimed (after meeting BANANAS’s costs associated with doing so) so as to:

(a) firstly, offset the cost of funding Supplementary Capacity Contracts for any capacity shortage stemming entirely or in part from the Facility not being available; and

(b) secondly, once all costs to which clause 4.13.11A(a) refers are covered, make a rebate payment to Market Participants in proportion to their Individual Reserve Capacity Requirements during the Trading Month in accordance with Chapter 9.

4.13.12. If the Reserve Capacity Security drawn upon under clause 4.13 is a Security Deposit, then the Market Participant forfeits the amount of the Security Deposit.

4.13.13 A Market Participant may apply to BANANAS for the release of any Reserve Capacity Security held by BANANAS, at any time prior to the end of the relevant Capacity Year, if the Reserve Capacity Security relates to a Facility that:

(a) has operated at a level equivalent to its Required Level, adjusted to 100 percent of the level of Capacity Credits specified in clause 4.20.5A, in at least two Trading Intervals prior to the end of the relevant Capacity Year; and

(b) is considered by BANANAS to be in Commercial Operation.

4.13.14 Where BANANAS receives an application made under clause 4.13.13 or clause 4.28C.12 it must, within 10 Business Days:

(a) determine whether the need to maintain the Reserve Capacity Security has ceased;

(b) notify the Market Participant of its determination;

(c) if the Reserve Capacity Security is a Security Deposit that is no longer required to be held, return the Security Deposit (plus interest earned); and

(d) if the Reserve Capacity Security is not a Security Deposit and is no longer required to be held, notify the provider that BANANAS relinquishes any rights to draw on the Reserve Capacity Security.

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| **Explanatory Note**  Section 4.13A deals with Reserve Capacity Security for DSPs (DSM Reserve Capacity Security). This stand-alone approach is due to the new requirement that, subject to limited exceptions, DSM Reserve Capacity is required to be held by BANANAS for each Reserve Capacity Cycle in which BANANAS assigns Certified Reserve Capacity to the Demand Side Programme.  BANANAS will have a transitional period to document the process for assessing a request for the return of DSM Reserve Capacity Security in accordance with clause 4.13A.23.  Clauses 4.13A.15 and 4.13A.16 are Protected Provisions (consistent with the Protected Provisions for Reserve Capacity Security). |

4.13A. DSM Reserve Capacity Security

4.13A.1. Where BANANAS assigns Certified Reserve Capacity to a Demand Side Programme, the relevant Market Participant must ensure that BANANAS holds the benefit of DSM Reserve Capacity Security that is:

(a) where:

i. clause 4.1.13 applies, for an amount determined under clause 4.13A.2(a) by the date and time referred to in clause 4.1.13; or

ii. clause 4.1.21 applies, for an amount determined under clause 4.13A.2(b) by the date and time referred to in clause 4.1.21; and

(b) in the form specified in clause 4.13A.6.

4.13A.2. For the purposes of this section 4.13A, the amount of DSM Reserve Capacity Security is:

(a) 25 percent of the Benchmark Reserve Capacity Price included in the Request for Expressions of Interest issued for the relevant Reserve Capacity Cycle, expressed in $/MW per year, multiplied by an amount equal to:

i. the Certified Reserve Capacity assigned to the Demand Side Programme; less

ii. the total of any Certified Reserve Capacity amount specified in accordance with clause 4.14.1(d) or referred to in clause 4.14.7(c)(ii); or

(b) 25 percent of the Benchmark Reserve Capacity Price included in the Request for Expressions of Interest issued for the relevant Reserve Capacity Cycle, expressed in $/MW per year, multiplied by an amount equal to the total number of Capacity Credits assigned to the Demand Side Programme under clause 4.20.5A.

4.13A.3. Where:

(a) BANANAS holds the benefit of a DSM Reserve Capacity Security in accordance with this section 4.13A in respect of a Demand Side Programme for a Reserve Capacity Cycle; and

(b) BANANAS assigns Certified Reserve Capacity to the same Demand Side Programme for a subsequent Reserve Capacity Cycle,

then the DSM Reserve Capacity Security for the previous Reserve Capacity Cycle will be deemed to satisfy the requirement in clause 4.13A.1 for BANANAS to have the benefit of DSM Reserve Capacity Security for the subsequent Reserve Capacity Cycle if:

(c) the amount of the DSM Reserve Capacity Security complies with clause 4.13A.4; and

(d) the DSM Reserve Capacity Security remains in force at all relevant times for the purposes of this section 4.13A.

4.13A.4. Subject to clause 4.13A.5, where a Market Participant is required to ensure that BANANAS holds the benefit of DSM Reserve Capacity Security for more than one Reserve Capacity Cycle, the total amount of the DSM Reserve Capacity Security for all of those Reserve Capacity Cycles in aggregate is the highest amount determined under clause 4.13A.1.

4.13A.5. The amount determined under clause 4.13A.4 does not include Reserve Capacity Cycles for which the Demand Side Programme does not have any Reserve Capacity Obligations.

4.13A.6. The DSM Reserve Capacity Security for a Demand Side Programme must be:

(a) an obligation in writing that:

i. is from a Security Provider;

ii. is a guarantee or bank undertaking in a form prescribed by BANANAS;

iii. is duly executed by the Security Provider and delivered unconditionally to BANANAS;

iv. constitutes valid and binding unsubordinated obligations of the Security Provider to pay to BANANAS amounts in accordance with its terms which relate to the relevant Market Participant’s obligations under the WEM Rules to pay compensation under this section 4.13A; and

v. permits drawings or claims by BANANAS up to a stated amount; or

(b) if BANANAS in its discretion considers it an acceptable alternative in the circumstances to the obligation under clause 4.13A.6(a), a Security Deposit.

4.13A.7. If, at any time, and for whatever reason, the amount of the DSM Reserve Capacity Security is less than the amount determined in accordance with clauses 4.13A.1 or 4.13A.4, as applicable, the Market Participant must immediately:

(a) in the case of a DSM Reserve Capacity Security in the form specified in clause 4.13A.6(a):

i. replace the DSM Reserve Capacity Security for the amount determined in accordance with clauses 4.13A.1 or 4.13A.4, as applicable; or

ii. provide a further DSM Reserve Capacity Security for the difference between the amount of the DSM Reserve Capacity Security and the amount determined in accordance with clauses 4.13A.1 or 4.13A.4, as applicable,

and, in both cases, the DSM Reserve Capacity Security must comply with clause 4.13A.6(a); or

(b) in the case of a Security Deposit, increase the amount of the Security Deposit to the amount determined in accordance with clauses 4.13A.1 or 4.13A.4, as applicable, and do all other things BANANAS may require, including signing any deeds or other documents, to ensure BANANAS has the benefit of the increase in the amount of the Security Deposit.

4.13A.8. In respect of a Reserve Capacity Cycle, after the time and date referred to in clause 4.1.23, a Market Participant may apply to BANANAS for a recalculation of the amount of DSM Reserve Capacity Security required to be held for a Demand Side Programme under clauses 4.13A.1 or 4.13A.4, as applicable.

4.13A.9. Within ten Business Days after receipt of a request from a Market Participant under clause 4.13A.8, BANANAS must recalculate the amount of DSM Reserve Capacity Security required to be held for a Demand Side Programme under clauses 4.13A.1 or 4.13A.4, as applicable. If the amount recalculated by BANANAS under clauses 4.13A.1 or 4.13A.4, as applicable, is less than that previously calculated under clauses 4.13A.1 or 4.13A.4, as applicable, then BANANAS must:

(a) notify the Market Participant of the result of the calculation;

(b) offer the Market Participant the opportunity to replace the DSM Reserve Capacity Security in accordance with clause 4.13A.10, and

(c) if the Market Participant provides a replacement DSM Reserve Capacity Security in accordance with clause 4.13A.10, return any excess DSM Reserve Capacity Security.

4.13A.10. Where under clause 4.13A.9 BANANAS notifies a Market Participant that excess DSM Reserve Capacity Security is currently held, then a Market Participant may replace the existing DSM Reserve Capacity Security with replacement DSM Reserve Capacity Security which must:

(a) be in the form specified in clause 4.13A.6;

(b) be an amount not less than the amount required under clauses 4.13A.1 or 4.13A.4, as applicable; and

(c) become effective before BANANAS returns any excess DSM Reserve Capacity Security.

4.13A.11. Where a Market Participant’s existing DSM Reserve Capacity Security is due to expire or cease to have effect for any reason and after that expiration the Market Participant will continue to have an obligation to ensure BANANAS holds the benefit of DSM Reserve Capacity Security under clause 4.13A.1, then the Market Participant must ensure that BANANAS holds the benefit of replacement DSM Reserve Capacity Security that is:

(a) in the form specified in clause 4.13A.6;

(b) an amount not less than the amount required under clauses 4.13A.1 or 4.13A.4, as applicable; and

(c) effective when the existing DSM Reserve Capacity Security expires or otherwise ceases to have effect.

4.13A.12. Where a Market Participant’s DSM Reserve Capacity Security is affected by any of the circumstances specified in the WEM Procedure referred to in clause 4.13A.23 that may require replacement DSM Reserve Capacity Security, then the Market Participant must ensure that BANANAS holds the benefit of replacement DSM Reserve Capacity Security that is:

(a) in the form specified in clause 4.13A.6;

(b) an amount not less than the level required under clauses 4.13A.1 or 4.13A.4, as applicable; and

(c) effective before the end of the next Business Day or within any longer period approved in writing by BANANAS after the Market Participant first becomes aware of the relevant change in circumstance (whether by reason of the Market Participant’s own knowledge or a notification by BANANAS).

4.13A.13. Where DSM Reserve Capacity Security is provided as a Security Deposit in accordance with clause 4.13A.6(b), it will accrue interest daily at the BANANAS Deposit Rate, and BANANAS must pay the Market Participant the interest accumulated at the end of each calendar month less any liabilities and expenses incurred by BANANAS, including bank fees and charges.

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| **Explanatory Note**  Clause 4.13A.14 is amended as a consequence of the deletion of the Reserve Capacity Auction. |

4.13A.14. If a Market Participant does not comply with clause 4.13A.1 in full by the date and time specified in clause 4.1.13 for the Reserve Capacity Cycle to which the certification relates, the Certified Reserve Capacity assigned to that Demand Side Programme will lapse for the purposes of these WEM Rules.

4.13A.15. If a Market Participant that provides DSM Reserve Capacity Security in respect of a Demand Side Programme fails to reduce the consumption of the Associated Loads for that Demand Side Programme to a level which is at least equivalent to its Required Level, adjusted to 90 percent of the level of Capacity Credits specified in clause 4.20.5A, in at least two Trading Intervals before the end of the relevant Capacity Year, then the Market Participant must pay to BANANAS, as compensation to the market, an amount equal to the DSM Reserve Capacity Security amount for that Demand Side Programme for that Capacity Year as soon as practicable after the end of the relevant Capacity Year and in any event by 30 November of Year 4 of the relevant Reserve Capacity Cycle.

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| **Explanatory Note**  Amendments made to clause 4.13A.16 for weekly settlement and for registration taxonomy. |

4.13A.16. The payment obligation under clause 4.13A.15 may be satisfied by BANANAS drawing upon the DSM Reserve Capacity Security for the Demand Side Programme, and applying the amount claimed (after meeting BANANAS’s costs associated with doing so) so as to:

(a) firstly, offset the cost of funding Supplementary Capacity Contracts for any capacity shortage stemming entirely or in part from the Demand Side Programme not being available; and

(b) secondly, once all costs to which clause 4.13A.16(a) refers are covered, make a rebate payment to Market Participants in proportion to their Individual Reserve Capacity Requirements during the relevant Trading Day in accordance with Chapter 9.

4.13A.17. If the DSM Reserve Capacity Security drawn upon under clause 4.13A.16 is a Security Deposit, then the Market Participant forfeits the amount of the Security Deposit for the applicable Capacity Year.

4.13A.18. A Market Participant may:

(a) where BANANAS has the benefit of DSM Reserve Capacity Security in accordance with this section 4.13A, request that the DSM Reserve Capacity Security be released; or

(b) where the Market Participant is required to provide DSM Reserve Capacity Security in accordance with this section 4.13A, request that the requirement for DSM Reserve Capacity Security is waived.

4.13A.19. Where BANANAS receives a request under clause 4.13A.18 it must, within ten Business Days:

(a) having regard to the matters in clause 4.13A.20, determine whether BANANAS will release the DSM Reserve Capacity Security or waive the requirement for DSM Reserve Capacity Security;

(b) notify the Market Participant of its determination;

(c) if the DSM Reserve Capacity Security is a Security Deposit that is to be released, return the Security Deposit (plus interest earned); and

(d) if the DSM Reserve Capacity Security is not a Security Deposit and is to be released, notify the Security Provider that BANANAS relinquishes any rights to draw on the DSM Reserve Capacity Security.

4.13A.20. In making a determination under clause 4.13A.19, BANANAS must have regard to the following matters:

(a) the size and type of the Loads associated with the Demand Side Programme;

(b) the historical performance of the Demand Side Programme, including the results of any Reserve Capacity Tests or Verification Tests; and

(c) any other matters BANANAS considers relevant.

4.13A.21. If, at any time, BANANAS is no longer satisfied that an assessment under clause 4.13A.20 would result in BANANAS determining to release or waive the requirement for a Market Participant to provide BANANAS with the benefit of DSM Reserve Capacity Security, BANANAS must give notice to the Market Participant specifying:

(a) that the Market Participant must provide BANANAS with the benefit of DSM Reserve Capacity Security;

(b) the reasons for its decision;

(c) the amount of the DSM Reserve Capacity Security as determined in accordance with clauses 4.13A.1 or 4.13A.4, as applicable; and

(d) the date by which the Market Participant must provide BANANAS with the benefit of DSM Reserve Capacity Security, which must not be before the date which is five Business Days after the date of the notice.

4.13A.22. Where a Market Participant receives a notice under clause 4.13A.21, the Market Participant must provide BANANAS with the benefit of DSM Reserve Capacity Security for an amount and by the date specified in the notice.

4.13A.23. BANANAS must document in a WEM Procedure the processes relating to:

(a) determining DSM Reserve Capacity Security;

(b) assessing persons against the Acceptable Credit Criteria;

(c) DSM Reserve Capacity Security arrangements, including:

i. the form of acceptable guarantees and bank undertakings;

ii. where and how it will hold Security Deposits and how the costs and fees of holding Security Deposits will be met;

iii. the circumstances that may require DSM Reserve Capacity Security to be replaced for the purposes of clause 4.13A.12; and

iv. the application of monies drawn from DSM Reserve Capacity Security in respect of amounts payable by the relevant Market Participant to BANANAS under clause 4.13A.16; and

(d) requests under clause 4.13A.18, including:

i. how BANANAS will make a determination on whether to accept or decline a request under clause 4.13A.19;

ii. the matters BANANAS may take into account;

iii. the evidence a Market Participant will be required to provide in support of a request; and

iv. if BANANAS declines a request, that BANANAS will be required to provide reasons to the relevant Market Participant; and

(e) any other matters relating to this section 4.13A.

4.13A.24. If BANANAS determines that a Market Participant no longer has any Reserve Capacity Obligations with respect to any Capacity Year for which the Market Participant was assigned Capacity Credits, BANANAS must return any DSM Reserve Capacity Security to the Market Participant as soon as practicable after the end of the relevant Capacity Year and in any event by 30 November of Year 4 of the relevant Reserve Capacity Cycle.

4.13A.25. For the purposes of these WEM Rules, in determining whether a Demand Side Programme is in Commercial Operation, BANANAS may have regard to any information BANANAS considers relevant.

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| **Explanatory Note**  Section 4.13B requires the Coordinator to undertake a periodic review to assess the continuing effectiveness of the approach for certification of Reserve Capacity for storage capacity. |

4.13B. Coordinator Review of Effectiveness of Certification of Reserve Capacity for Electric Storage Resources

4.13B.1. The Coordinator must review the effectiveness of the approach for certification of Reserve Capacity for Electric Storage Resources in accordance with this section 4.13B.

4.13B.2. The Coordinator must complete a review under clause 4.13B.1:

(a) for the first review, within five years of the start of the 2021 Reserve Capacity Cycle; and

(b) for each subsequent review, at least once every five years from the completion of the preceding review under this section 4.13B.

4.13B.3. A review conducted under clause 4.13B.1 must examine :

(a) whether the methodology for rating the capacity of Electric Storage Resources for the purposes of setting Certified Reserve Capacity remains consistent with the Wholesale Market Objectives;

(b) whether the Electric Storage Resource Obligation Duration for Electric Storage Resources remains consistent with the Wholesale Market Objectives;

(c) whether the Electric Storage Resource Obligation Intervals for Electric Storage Resources remain consistent with the Wholesale Market Objectives; and

(d) whether the methodology and processes used by BANANAS to determine the Electric Storage Resource Obligation Intervals, in which the Reserve Capacity Obligation Quantity for Electric Storage Resources applies, remain consistent with the Wholesale Market Objectives.

4.13B.4. In conducting a review under clause 4.13B.1, the Coordinator must invite submissions, and publish all submissions received, from Rule Participants and any other interested stakeholders.

4.13B.5. The Coordinator must publish a report containing:

(a) the issues identified by the Coordinator;

(b) the assumptions made by the Coordinator in undertaking the review;

(c) the results of any technical studies;

(d) a summary of any submissions on the draft report received by the Coordinator from Rule Participants and other interested stakeholders in accordance with clause 4.13B.4;

(e) the Coordinator’s responses to the issues raised in those submissions;

(f) any recommendations of the Coordinator; and

(g) any other matters the Coordinator considers relevant to the review.

4.13B.6. If the Coordinator recommends changes as a result of the report prepared under this section 4.13B, the Coordinator must either submit a Rule Change Proposal or, where the change relates to the WEM Procedure documented by BANANAS under clause 4.11.3A, recommend that BANANAS initiate a Procedure Change Process to implement those changes.

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| **Explanatory Note**  The headings before section 4.14 and for section 4.14 are amended as a consequence of the deletion of the Reserve Capacity Auction. |

Commitment of Capacity to Bilateral Trade

4.14. Bilateral Trade Declaration

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| **Explanatory Note**  Clause 4.14.1 is amended as a consequence of the deletion of the Reserve Capacity Auction and to accommodate the participation of “hybrid” facilities containing more than one technology type in the Reserve Capacity Mechanism. |

4.14.1. Subject to clause 4.14.3, each Market Participant holding Certified Reserve Capacity for the current Reserve Capacity Cycle must, by the date and time specified in clause 4.1.14 provide the following information to BANANAS for each Facility and component of a Facility (expressed in MW to a precision of 0.001 MW):

(a) [Blank]

(b) [Blank]

(c) the total amount of Reserve Capacity the Market Participant intends will be traded bilaterally; and

(d) the total amount of Reserve Capacity that the Market Participant has decided will not now be made available to the market,

where the sum of the values for clauses 4.14.1(c) and (d) must equal the Certified Reserve Capacity of the Facility for the Reserve Capacity Cycle.

4.14.1B. A Market Participant holding Certified Reserve Capacity for the current Reserve Capacity Cycle may, by the date and time specified in clause 4.1.14, nominate to BANANAS by notice in writing that the Facility be classified as a Fixed Price Facility.

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| **Explanatory Note**  Clause 4.14.1C(b) is amended to reflect the new terminology and clause 4.14.1C(e) is a consequential amendment resulting from the deletion of section 4.28B (Treatment of New Small Generators). |

4.14.1C. For the purposes of clause 4.14.1B, a Facility may only be nominated to be classified as a Fixed Price Facility if:

(a) the Facility has not been assigned Capacity Credits in a previous Reserve Capacity Cycle;

(b) the Facility is an Energy Producing System;

(c) the Facility is not considered by BANANAS to be in Commercial Operation;

(d) the Facility is not subject to an NCESS Contract (at the date Capacity Credits are first assigned to the Facility);

(e) the Facility is not a Network Augmentation Funding Facility under section 4.10A; and

(f) section 4.28C does not apply to the Facility.

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| **Explanatory Note**  Clause 4.14.1D requires Market Participants to specify in their bilateral trade declaration the minimum number of Capacity Credits to be assigned to a Facility for it to participate in the RCM. Where the Network Access Quantity for a Facility, as determined in accordance with Appendix 3, is below that threshold, a Network Access Quantity will not be determined for the Facility and, consequently no Capacity Credits will be assigned to the Facility for the relevant Reserve Capacity Cycle. |

4.14.1D. A Market Participant holding Certified Reserve Capacity for the current Reserve Capacity Cycle for a Facility that is not committed must, by the date and time specified in clause 4.1.14, notify BANANAS in writing of the Minimum Capacity Credits Quantity for the Facility for that Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.14.2 is amended to remove redundant provisions relating to previous Reserve Capacity Cycles. |

4.14.2. A Capacity Credit (and the Reserve Capacity associated with a Capacity Credit) is “traded bilaterally” for the purposes of these WEM Rules where:

(a) the Market Participant holding the Capacity Credits in respect of a Facility has entered into an arrangement with another Market Participant under which any of the Capacity Credits for that Facility will be allocated to the other Market Participant for settlement purposes to allow the other Market Participant to meet its Individual Reserve Capacity Requirement in accordance with sections 4.30 and 4.31; or

(b) the Market Participant holding the Capacity Credits in respect of a Facility allocates any of the Capacity Credits for that Facility for settlement purposes to meet its own Individual Reserve Capacity Requirement in accordance with sections 4.30 and 4.31.

4.14.3. A Market Participant holding Certified Reserve Capacity with respect to a Facility subject to an NCESS Contract must nominate all Certified Reserve Capacity under clause 4.14.1(c).

4.14.4. [Blank]

4.14.5 [Blank]

4.14.6. If two or more Facilities cannot simultaneously exist (for example, because more than one Market Participant is proposing to build a Facility that will be located at the same site,) then BANANAS cannot accept a non-zero value provided in accordance with either or both of clause 4.14.1(c) in respect of more than one of these Facilities and must reject all but one Facility based on the following criteria:

(a) Facilities that are operational or are committed will be accepted ahead of other Facilities; then

(b) if more than one Facility remains, then Facilities that can demonstrate having secured financing will be accepted ahead of other Facilities; then

(c) if more than one Facility remains, then Facilities with the greatest quantity of Certified Reserve Capacity will be accepted ahead of Facilities with lower Certified Reserve Capacity; then

(d) if more than one Facility remains, then Facilities identified in Expressions of Interest will be accepted ahead of other Facilities; then

(e) if more than one Facility remains, then BANANAS will accept one based on the order in which they applied for Certified Reserve Capacity, including applications for Conditional Certified Reserve Capacity.

4.14.7. BANANAS must review the information provided by Market Participants in accordance with clause 4.14.1 to ensure that the information provided is consistent with the Certified Reserve Capacity of each Facility and the requirements of this section 4.14, and:

(a) if the information is not consistent, then BANANAS must endeavour to resolve the discrepancy with the Market Participant within one Business Day of receipt;

(b) if the information is consistent, then BANANAS must inform the Market Participant within one Business Day of receipt that the information is accepted; and

(c) if BANANAS cannot establish what a Market Participant’s intentions are with respect to all or part of its Certified Reserve Capacity within the time allowed for resolving discrepancies by clause 4.14.7(a), then the relevant part of that Market Participant’s:

i. [Blank]

ii. Certified Reserve Capacity will be treated as being unavailable to the market,

and BANANAS must notify the Market Participant of this outcome within one Business Day of the deadline for resolving discrepancies specified in clause 4.14.7(a).

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| **Explanatory Note**  Clause 4.14.8 is amended to make it clear that any Certified Reserve Capacity terminated under that clause for an existing Facility will not be reflected in the Certified Reserve Capacity quantity referred to in new clause 4.1A.2, which specifies how the Initial Network Access Quantity for existing Facilities (excluding GIA Facilities) is to be determined. |

4.14.8. If Certified Reserve Capacity is not to be made available to the market as a result of the acceptance by BANANAS of information submitted by a Market Participant in accordance with clause 4.14.1(d), or because clause 4.14.7(c)(ii) applies, then all obligations associated with that part of the Certified Reserve Capacity held by the relevant Market Participant are to terminate from the time BANANAS notifies the Market Participant that it accepts the information provided in accordance with clause 4.14.1 or the application of clause 4.14.7(c)(ii) (as applicable) and that part of the Certified Reserve Capacity ceases to be Certified Reserve Capacity for the purposes of these WEM Rules (including for the purposes of determining an Initial Network Access Quantity under clause 4.1A.2).

4.14.9. BANANAS must notify each Market Participant that specified a non-zero amount under clause 4.14.1(c) by the date and time specified in clause 4.1.15 of the quantity of Certified Reserve Capacity held by the Market Participant in respect of each Facility that it can trade bilaterally, where this quantity must exclude Certified Reserve Capacity to which clause 4.14.8 relates.

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| **Explanatory Note**  Clause 4.14.10 is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.14.10. [Blank]

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| **Explanatory Note**  Clause 4.14.11 is amended as a consequence of the deletion of the Reserve Capacity Auction and to amend the reference from ‘Rule Participants’ to ‘Market Participants’ (for consistency with the other clauses in section 4.14). |

4.14.11. BANANAS must develop a WEM Procedure documenting the process BANANAS and Market Participants must follow for the bilateral trade declaration under this section 4.14.

Network Access Quantity

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| **Explanatory Note**  Section 4.15 sets out the new Network Access Quantity (**NAQ**) framework.  The NAQ:   * defines the network capacity, in MW, available to a Facility for the purpose of determining the Capacity Credits that can be assigned to the Facility up to the amount of its Certified Reserve Capacity; and * establishes a preferential right to receive a Capacity Credit, which can only be reduced in specific circumstances.   The primary purpose of the NAQ is to protect a Facility’s quantity of Capacity Credits from an unhedgeable risk of being inefficiently displaced by new entrant facilities connecting in constrained sections of the network, where that additional capacity is not needed for system reliability but is simply displacing an existing performing resource.  The NAQ protects the investment in Facilities that continue to participate in the RCM and meet all their performance obligations. A Facility that, for reasons related to its own poor performance, fails to provide its capacity to the RCM when required by the system surrenders its ability to retain the unreliable portion of its NAQ. A Facility that retires (or is mothballed or removed from service) must relinquish its NAQ.  The NAQ is determined in relation to network capacity and is based on the physical limits of the network. Hence, the NAQ serves as a cap on the amount of Capacity Credits that can be assigned in specific regions of the network. NAQ will be determined for a Facility up to the amount of network capacity that can accommodate the Facility’s Certified Reserve Capacity at peak times or other periods of low reserve. This will ensure that the sum of NAQ determined for Facilities in specific network regions (and in aggregate for the network as a whole) does not exceed the transfer capability of the network.  Once NAQ is determined, new Facilities seeking to connect in a specific region of the network can only receive NAQ up to the residual capacity of the network in that region, after accounting for NAQ that has already been determined.  A Facility’s NAQ can be reduced or increased due to ‘organic’ changes that are beyond the control of the Facility i.e. due to changes in demand, network configuration, or weather conditions for intermittent facilities. The policy position is to afford these facilities a priority for additional NAQ should conditions improve (ahead of other capacity). This is intended to be implemented in the new framework by tracking a ‘Highest Network Access Quantity’ value.  The NAQ has no role in dispatch or settlement of the energy or ESS markets, which will operate under the new Security Constrained Economic Dispatch market model.  In accordance with the Miscellaneous Amendments No. 2, section 4.15 will be amended to '[Blank'] for the period from 1 March 2022 until the amendments contained in the Tranches 2 and 3 Amendments (i.e. those set out below) below commence on 1 September 2022. |

4.15. Network Access Quantity

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| **Explanatory Note**  Clause 4.15.1 requires BANANAS to determine NAQs for relevant Facilities.  A Facility’s NAQ is a function of:   * the Facility’s Certified Reserve Capacity; and * the network capacity that is available to accommodate the Facility’s Certified Reserve Capacity.   Therefore, once BANANAS has verified the performance capability of the Facility (through the process of assigning Certified Reserve Capacity) BANANAS will then conduct an assessment (through a network capacity modelling exercise) to determine how much of the Facility’s certified output can be accommodated by the network.  Clause 4.15.5 will be replaced by the *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021* (**Tranche 5 Amendments**) on 1 September 2022.  Tranche 6 Exposure Draft 1 included proposed amendments to ensure that the facility dispatch scenarios developed by BANANAS for use with the Network Access Quantity Model consider Facilities with Early Certified Reserve Capacity.  An additional issue with this clause was identified by BANANAS after the publication of Tranche 6 Exposure Draft 1. Depending on the relevant Step in Appendix 3, a Facilities may be dispatched up to their Certified Reserve Capacity or their Network Access Quantity assigned in the previous Reserve Capacity Cycle. In the situation where either the total assigned Certified Reserve Capacity or Network Access Quantities is less than the peak demand it will be impossible for BANANAS to satisfy clause 4.15.5(c).  For this reason, clause 4.15.5 is further amended to remove clause 4.15.5(c). How BANANAS will create facility dispatch scenarios in a shortfall situation will be covered in the Network Access Quantity WEM Procedure.  Finally, following the consultation period for Tranche 6 Exposure Draft 2, BANANAS made a further suggestion to remove the requirement to model NCESS for the creation of facility dispatch scenarios. BANANAS suggested to create Constraint Equations to ensure that during a solve, the Facilities redispatch always meet the NCESS requirement. BANANAS considers that modelling the NCESS in the facility dispatch scenarios may have an adverse impact that could result in overallocation of Network Access Quantities to an NCESS Facility. In addition, the solution using Constraint Equations is easier to implement and consistent with the current design of the NAQ model.  In making its recommendation, BANANAS (in consultation with Western Power) considered whether it would be feasible to translate all possible types of NCESS into Constraint Equations, considering the type of constraint could be very different compared to Network thermal constraints. BANANAS and Western Power identified two scenarios where it would not be possible to use a Constraint Equation to enforce an NCESS:   * if the NCESS influences the dispatch of a Non Scheduled Facility - note the NSF have a set dispatch value equal to their traded Certified Reserve Capacity at any time, consistent with clause 4.15.9(d) that requires BANANAS to treat them as unconstrained; and * if the NCESS translates into a non-linear equation.   Both Western Power and BANANAS do not foresee either of these scenarios happening in the near future. In the event of an NCESS requiring either the constraint of a NSF or to use a non-linear equation, BANANAS would be able to make modifications required to the NAQ model to account for it. However, anticipating the design for this unlikely edge case would require non-negligible effort and time and BANANAS does not think this is appropriate at this stage. |

4.15.1. BANANAS must determine Network Access Quantities and Indicative Network Access Quantities for Facilities in accordance with this section 4.15 and Appendix 3.

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| **Explanatory Note**  Clause 4.15.2 provides that the NAQ for a Facility for a Reserve Capacity Cycle is determined in accordance with the processes in Appendix 3. |

4.15.2. The Network Access Quantity for a Facility for a Reserve Capacity Cycle is the Final Network Access Quantity, if any, determined in accordance with the processes in Appendix 3 for that Reserve Capacity Cycle.

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| **Explanatory Note**  Clauses 4.15.3, 4.15.4 and 4.15.5 set out how the NAQ is to be determined. |

4.15.3. The assumptions that must be taken into account by the Network Access Quantity Model developed under clause 4.15.7, for the relevant Reserve Capacity Cycle are:

(a) assume that all major transmission Network elements are in service, except those which are normally configured to be out of service under peak demand conditions described in clause 4.4B.3;

(b) any other relevant information from Network Operators on the assumed status of the Network under peak demand conditions; and

(c) assume peak demand is equal to the value determined under clause 4.5.10(a)(iv) and used in the calculation of the Reserve Capacity Requirement for the relevant Capacity Year.

4.15.4. Subject to clause 4.15.5, BANANAS must develop, in accordance with the WEM Procedure referred to in clause 4.15.17, a range of facility dispatch scenarios that describe how Facilities could be dispatched at the time of peak demand (as described in clause 4.15.3(c)).

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| **Explanatory Note:**  Clauses 4.15.5 is amended to enable BANANAS to:   * include Early CRC Facilities in the facility dispatch scenarios; and * specify further factors to be considered in the facility dispatch scenarios which should be specified in the relevant WEM Procedure (e.g.not allowing dispatch under minimum stable generation level, not dispatching above the highest approved network Access Quantity and specifications for the dispatch of intermittent Loads). |

4.15.5. The facility dispatch scenarios to be developed by BANANAS pursuant to clause 4.15.4 must:

(a) include, in BANANAS’s sole discretion, variations in the output of Facilities dispatched to meet peak demand;

(b) include Facilities with Certified Reserve Capacity or Early Certified Reserve Capacity for the relevant Reserve Capacity Cycle;

(c) ensure a Facility is not dispatched to a level greater than the Certified Reserve Capacity or Early Certified Reserve Capacity for the Facility; and

(d) include any other factors specified in the WEM Procedure referred to in clause 4.15.17.

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| **Explanatory Note**  Clauses 4.15.6 and 4.15.7 require BANANAS to develop a NAQ Model for the purposes of determining NAQs for Facilities in accordance with this section 4.15 and Appendix 3. |

4.15.6. BANANAS must develop and maintain a Network Access Quantity Model in accordance with clause 4.15.7 and use the Network Access Quantity Model when undertaking the processes in Appendix 3 for each Reserve Capacity Cycle.

4.15.7. The Network Access Quantity Model must:

(a) apply the principles specified in clause 4.15.9;

(b) take into account the matters specified in clause 4.15.8 and the assumptions specified in clause 4.15.3;

(c) be in accordance with the processes in Appendix 3;

(d) incorporate the facility dispatch scenarios to be developed by BANANAS under clause 4.15.4, RCM Constraint Equations, Constraint Equations developed using Non-Thermal Network Limits for Facilities (including Constraint Equations developed using Non-Thermal Network Limits under clause 4.4B.4), and the peak demand (as described in clause 4.15.3(c);

(e) comply with the WEM Procedure referred to in clause 4.15.17; and

(f) be consistent with the Wholesale Market Objectives.

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| **Explanatory Note**  Clauses 4.15.8 and 4.15.9 set out the matters and principles BANANAS must apply in developing the NAQ Model. |

4.15.8. The matters that must be taken into account by the Network Access Quantity Model developed under clause 4.15.6, for the relevant Reserve Capacity Cycle, are:

(a) committed network augmentations of the SWIS that are expected to be in service for the Capacity Year to which the Reserve Capacity Cycle relates;

(b) the expected retirement of Facilities pursuant to a notice provided under clause 4.4A.1;

(c) committed Network changes; and

(d) any other matters specified in the WEM Procedure referred to in clause 4.15.17.

4.15.9. The principles that must be applied by the Network Access Quantity Model under clause 4.15.7 are:

(a) where a redispatch is required to avoid a constraint in the RCM Constraint Equations violating it is done so in a way that minimises the total change in output across all Facilities, subject to the NAQ rules as defined in Appendix 3;

(b) where multiple Facilities are competing for Network Access Quantity and the available Network Access Quantity is insufficient for all of those Facilities to receive a value equal to the Certified Reserve Capacity for each of those Facilities, the available Network Access Quantity must be allocated in a manner that results in maximising the total Network Access Quantities determined for Facilities;

(c) the level of Network access expected to be available to the Facility is equal to at least 95% of the facility dispatch scenarios that could, applying the matters in clause 4.15.5, occur to meet peak demand (as described in clause 4.15.3(c)) on the SWIS for the relevant Capacity Year; and

(d) any Certified Reserve Capacity assigned to a Facility in accordance with clause 4.11.1(bD) or clause 4.11.1(bE) is to be treated as unconstrained for the purposes of determining Network Access Quantities for Facilities in accordance with this section 4.15.

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| **Explanatory Note**  Clause 4.15.10 requires the NAQ for a Facility to be expressed to a precision of 0.001 MW. |

4.15.10. The Network Access Quantity determined for a Facility is to be expressed to a precision of 0.001 MW.

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| **Explanatory Note**  Clause 4.15.11 requires BANANAS to notify Market Participants of the NAQ for their Facility. |

4.15.11. BANANAS must notify each Market Participant that specified a non-zero amount under clause 4.14.1(c) of the Network Access Quantity, if any, determined for its Facility under clause 4.15.2 by the date and time specified in clause 4.1.16A.

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| **Explanatory Note**  Clause 4.15.12 provides that any NAQ for a Facility that is retired (or is mothballed or removed from service) must also relinquish the NAQ for the Facility.  Where a section 4.4A.1 notice is given to BANANAS, any subsequent application for Certified Reserve Capacity and a NAQ for the Facility for a Reserve Capacity Cycle will be assessed on the basis it is an application in respect of a new Facility.  The effective date the NAQ is relinquished is the expected closure date for the Facility specified in the section 4.4A.1 notice. |

4.15.12. A Network Access Quantity for a Facility that is to cease operation permanently is:

(a) deemed to be relinquished by the Market Participant in respect to the Reserve Capacity Cycle in which the Facility is intended to cease operation permanently; and

(b) the relinquishment is effective from the earlier of:

i. the expected closure date specified in the notice under section 4.4A.1 in respect to the Facility; and

ii. any earlier date pursuant to an amendment to the notice under clause 4.4A.1 in accordance with clause 4.4A.3,

regardless of whether the notice is subsequently withdrawn under clause 4.4A.6.

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| **Explanatory Note**  Clauses 4.15.13 and 4.15.14 require BANANAS to determine a Highest NAQ for each Facility for the purposes of the prioritisation order described in Appendix 3. |

4.15.13. BANANAS must determine and record a Highest Network Access Quantity for each Facility in accordance with clause 4.15.14.

4.15.14. The Highest Network Access Quantity for a Facility for a Reserve Capacity Cycle is the quantity determined by BANANAS as being equal to:

(a) the Highest Network Access Quantity assigned to the Facility for the previous Reserve Capacity Cycle which may be increased or decreased for the current Reserve Capacity Cycle in accordance with clause 4.15.15; and

(b) where the Facility has not been assigned a Highest Network Access Quantity in a previous Reserve Capacity Cycle, the Network Access Quantity determined by applying the methodology described in Appendix 3 for the Capacity Year in respect of the current Reserve Capacity Cycle.

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| **Explanatory Note**  Clause 4.15.15 describes when a Facility’s Highest NAQ may be reduced or increased.  Clause 4.15.15(a) is amended to ensure a Facility that is not assigned Certified Reserve Capacity by the Relevant Level Methodology, the Highest Network Access Quantity will be reduced if they are assigned a quantity of Certified Reserve Capacity less than the Highest Network Access Quantity.  Clauses 4.15.15(c) is added to reflect the policy decision that the Highest Network Access Quantity of a Facility is set to zero if the Facility does not get assigned Certified Reserve Capacity in a Reserve Capacity Cycle. |

4.15.15. Where, for a Reserve Capacity Cycle:

(a) a Facility, that is not assigned Certified Reserve Capacity using the methodology described in clause 4.11.2(b) and is assigned a quantity of Certified Reserve Capacity that is less than the Highest Network Access Quantity for the Facility for that Reserve Capacity Cycle, the Highest Network Access Quantity for the Facility is to be reduced to equal the quantity of Certified Reserve Capacity assigned to the Facility for that Reserve Capacity Cycle;

(b) the Network Access Quantity under clause 4.15.2 is higher than the Highest Network Access Quantity for the Facility, BANANAS must increase the Highest Network Access Quantity for the Facility to an amount equal to the Network Access Quantity under clause 4.15.2; and

(c) a Facility is not assigned Certified Reserve Capacity for the Reserve Capacity Cycle, the Highest Network Access Quantity for the Facility is to be reduced to zero.

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| **Explanatory Note**  Clause 4.15.16 requires BANANAS to publish information used in the NAQ Model and the NAQ determined for each Facility following the processes in Appendix 3.  Clause 4.1.16A(d) requires BANANAS to publish the information by 5:00pm on the last Business Day falling on or before 30 September in Year 1 of the relevant Reserve Capacity Cycle.  Clause 4.15.16 is further amended to require BANANAS to publish Indicative Network Access Quantities at the same time as it publishes Network Access Quantities.  Clause 4.15.16(b) is amended to clarify that the information is provided for the Facilities assessed in the NAQ model.  The requirement from clause 10.5.1(f)(xiii) to publish the Highest Network Access Quantity for each Facility has been relocated to clause 4.15.16. |

4.15.16. BANANAS must publish the following information on the WEM Website by the date and time specified in clause 4.1.16A(d):

(a) the Network Access Quantity Model Inputs;

(b) the Network Access Quantity or Indicative Network Access Quantity determined for each Facility assessed in the Network Access Quantity Model; and

(c) the Highest Network Access Quantity for each Facility.

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| **Explanatory Note**  Clause 4.15.17 requires BANANAS to document various processes with respect to this section 4.15 in a WEM Procedure. |

4.15.17. BANANAS must document in a WEM Procedure:

(a) the processes, methodologies, inputs, parameters and assumptions to be applied in the Network Access Quantity Model for modelling the prioritisation and determination of Network Access Quantities to Facilities under Appendix 3;

(b) the processes to be followed by BANANAS in determining the facility dispatch scenarios under clause 4.15.5;

(c) the processes BANANAS must follow when determining Network Access Quantities for a Reserve Capacity Cycle, including how Network Access Quantities are determined for Facilities;

(d) the processes to be followed by BANANAS for publishing the information under clause 4.15.16;

(e) without limiting any other provision of these WEM Rules, information that a Market Participant or Network Operator must provide to BANANAS and the format it must be provided in, for the purposes of operating the Network Access Quantity Model and determining Network Access Quantities to Facilities under Appendix 3; and

(f) any other matters that BANANAS reasonably deems relevant to performing its functions under this section 4.15.

The Benchmark Reserve Capacity Price

4.16. The Benchmark Reserve Capacity Price

4.16.1. For all Reserve Capacity Cycles, the Economic Regulation Authority must publish a Benchmark Reserve Capacity Price as determined in accordance with this section 4.16 prior to the time specified in section 4.1.4.

4.16.2. [Blank]

4.16.3 The Economic Regulation Authority must develop a WEM Procedure documenting the methodology it must use and the process it must follow in determining the Benchmark Reserve Capacity Price, and:

(a) the Economic Regulation Authority, BANANAS and Rule Participants must follow that documented WEM Procedure when conducting any review and consultations in accordance with that WEM Procedure and clause 4.16.6; and

(b) the Economic Regulation Authority must follow that documented WEM Procedure to annually review the value of the Benchmark Reserve Capacity Price in accordance with this section 4.16 and in accordance with the timing requirements specified in clause 4.1.19.

4.16.4. [Blank]

4.16.5. The Economic Regulation Authority must revise the value of the Benchmark Reserve Capacity Price using the methodology described in the WEM Procedure referred to in clause 4.16.3.

4.16.6. The Economic Regulation Authority must prepare a draft report describing how it has arrived at a proposed revised value for the Benchmark Reserve Capacity Price under clause 4.16.5. The Economic Regulation Authority must publish the report on its website and advertise the report in newspapers widely distributed in Western Australia and request submissions from all sectors of the Western Australia energy industry, including end-users.

4.16.7. After considering of the submissions on the draft report described in clause 4.16.6 the Economic Regulation Authority must propose a final revised value for the Benchmark Reserve Capacity Price and publish that value and its final report, including submissions received on the draft report on its website.

4.16.8. A proposed revised value for the Benchmark Reserve Capacity Price becomes the Benchmark Reserve Capacity Price after the Economic Regulation Authority has posted a notice on its website of the new value of the Benchmark Reserve Capacity Price with effect from the date and time specified in the Economic Regulation Authority’s notice.

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| **Explanatory Note**  The requirement for BANANAS to publish the Benchmark Reserve Capacity Price is relocated from clause 10.5.1(e)(i) to new clause 4.16.8A as below. |

4.16.8A. Within five days of publication of the Benchmark Reserve Capacity Price by the Economic Regulation Authority under clause 4.16.8, BANANAS must publish the Benchmark Reserve Capacity Price on the WEM Website.

4.16.9 At least once in every five year period, the Economic Regulation Authority must review the WEM Procedure referred to in clause 4.16.3 and must undertake a public consultation process in respect of the outcome of the review.

4.16.10. If the Economic Regulation Authority recommends changes as a result of the review in clause 4.16.9, the Economic Regulation Authority must either submit a Rule Change Proposal or initiate a Procedure Change Process, as the case may be, to implement those changes.

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| **Explanatory Note**  Section 4.17 is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.17. [Blank]

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| **Explanatory Note**  Section 4.18 is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.18. [Blank]

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| **Explanatory Note**  Section 4.19 is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.19. [Blank]

Capacity Credits

4.20. Capacity Credits

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| **Explanatory Note**  Clauses 4.20.1 to 4.20.5 (inclusive) are deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.20.1. [Blank]

4.20.2. [Blank]

4.20.3. [Blank]

4.20.4. [Blank]

4.20.5. [Blank]

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| **Explanatory Note**  Clauses 4.20.5A(a), 4.20.5A(b) and 4.20.5AA(d) are amended as consequence of the deletion of the Reserve Capacity Auction.  Clause 4.20.5A is further amended to require the recording of the Capacity Credits associated with each component of the Facility and for CC Uplift Quantities for relevant Facilities to also be published and to correct an error in the initial drafting namely, after the commencement of the NAQ regime, at this stage in the Reserve Capacity process BANANAS has no certainty of how many Capacity Credits are assigned to each component of the “hybrid” facility. |

4.20.5A. BANANAS must:

(a) subject to clause 4.20.5C, assign a quantity of Capacity Credits to each Facility where the quantity is determined in accordance with clause 4.20.5B for the relevant Facility;

(aA) determine whether the Reserve Capacity Requirement has been met or exceeded with the Capacity Credits (excluding any Capacity Credits associated with any CC Uplift Quantities) assigned for Year 3 of a Reserve Capacity Cycle:

i. to Facilities to which section 4.13 applies, for which no Reserve Capacity Security was required to be provided under section 4.13; or

ii. to Demand Side Programmes determined by BANANAS to be in Commercial Operation; and

(b) publish, by the date and time specified in clause 4.1.16A:

i. BANANAS’s determination under clause 4.20.5A(aA); and,

ii. for each Facility assigned Capacity Credits under clause 4.20.5A(a):

1. the quantity of Capacity Credits assigned;

2. any CC Uplift Quantity associated with the Capacity Credits assigned; and

3. the Facility Class.

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| **Explanatory Note**  Clause 4.20.5AA specifies the information BANANAS is required to publish with respect to the prices paid for Reserve Capacity.  For example, for the 2019 Reserve Capacity Cycle, if the total number of Capacity Credits assigned is 110 MW and the (hypothetical) market/spot price is $145,000, the information may be:   |  |  |  | | --- | --- | --- | | 2019 Reserve Capacity Cycle | |  | | Volume (in MW) | Reserve Capacity Price | Drafting comment | | 90 | $140,000 | Transitional Facilities | | 10 | $145,000 | Market/spot price (new Facilities and new Demand Side Programmes) |   For the 2020 Reserve Capacity Cycle, if the total number of Capacity Credits assigned is 120 MW and the (hypothetical) market/spot price is $105,000, the information may be:   |  |  |  | | --- | --- | --- | | 2020 Reserve Capacity Cycle | |  | | Volume (in MW) | Reserve Capacity Price | Drafting comment | | 90 | $114,000 + CPI | Transitional Facilities | | 25 | $105,000 | Market/spot price (existing Facilities - that are not Transitional Facilities or Fixed Price Facilities – and new Facilities and Demand Side Programmes) | | 5 | $145,000 + CPI | Fixed Price Facilities (fixed in the 2019 Reserve Capacity Cycle) | |

4.20.5AA. For each Reserve Capacity Cycle, where BANANAS has assigned Capacity Credits to Facilities at any of the following prices, BANANAS must publish a summary of the aggregate quantity of MW of Capacity Credits assigned to Facilities at each price for the Reserve Capacity Cycle:

(a) the Reserve Capacity Price;

(b) if the Reserve Capacity Cycle is also a Transitional Reserve Capacity Cycle, the Facility Monthly Reserve Capacity Price for a Transitional Facility determined in accordance with clause 4.29.1B multiplied by 12; and

(c) if the Reserve Capacity Cycle is also a Fixed Price Reserve Capacity Cycle, the Facility Monthly Reserve Capacity Price for each Fixed Price Facility that is a Fixed Price Facility for that Fixed Price Reserve Capacity Cycle determined in accordance with clause 4.29.1D multiplied by 12.

(d) [Blank]

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| **Explanatory Note**  Clause 4.20.5B is amended as a consequence of the deletion of the Reserve Capacity Auction, and to clarify the quantity of Capacity Credits assigned to a Facility.  However, clause 4.20.5B is also amended by the Miscellaneous Amendments No. 1. As clause 4.20.5B is amended to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Miscellaneous Amendments No. 1 to see the changes to clause 4.20.5B that will commence on 1 March 2022 and apply until the Tranches 2 and 3 Amendments to clause 4.20.5B commence. |

4.20.5B. The quantity of Capacity Credits assigned to a Facility f is equal to the sum of:

(a) the Network Access Quantity determined by BANANAS in accordance with section 4.15 for Facility f; and

(b) the CC Uplift Quantity applicable to Facility f as determined and amended by BANANAS in accordance with section 4.1A.

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| **Explanatory Note**  Clause 4.20.5C is deleted as a consequence of the deletion of the Reserve Capacity Auction.  Replacement clause 4.20.5C has been added to clarify that where a NAQ has not been determined for a Facility in accordance with section 4.15 for a Reserve Capacity Cycle, the Facility will not be eligible to be assigned any Capacity Credits for that Reserve Capacity Cycle.  However, clause 4.20.5C is also amended by the Miscellaneous Amendments No. 1. As clause 4.20.5C is amended to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Miscellaneous Amendments No. 1 to see the changes to clause 4.20.5C that will commence on 1 March 2022 and apply until the Tranches 2 and 3 Amendments to clause 4.20.5C commence. |

4.20.5C. Where, for a Facility for a Reserve Capacity Cycle:

(a) the Network Access Quantity determined for the Facility in accordance with section 4.15 is not greater than zero; or

(b) a Network Access Quantity has not been determined for the Facility in accordance with section 4.15,

the Facility will not be eligible to be assigned a quantity of Capacity Credits under clause 4.20.5A(a) for that Reserve Capacity Cycle, including, to avoid doubt, a quantity equal to zero.

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| **Explanatory Note**  Clause 4.20.5D is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.20.5D. [Blank]

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| **Explanatory Note**  Clause 4.20.6 is deleted as the provision is redundant. |

4.20.6. [Blank]

4.20.7. Payments for Capacity Credits under these WEM Rules can only occur for the period between the time and date that the associated Reserve Capacity Obligations commence and the time and date that the associated Reserve Capacity Obligations cease.

4.20.8 If, by the date and time specified in clause 4.1.21B, BANANAS becomes aware that no capacity associated with the Capacity Credits assigned to a new Facility that is yet to enter service will be made available to the market for an entire Capacity Year, it must issue a Notice of Intention to Cancel Capacity Credits to the Market Participant for that Facility for that Capacity Year.

4.20.9 A Notice of Intention to Cancel Capacity Credits issued to a Market Participant by BANANAS, in accordance with clause 4.20.8, must include:

(a) the details of the Facility to which the Notice of Intention to Cancel Capacity Credits applies;

(b) details of the evidence considered by BANANAS in determining that no capacity associated with the Capacity Credits assigned to the Facility will be made available to the market for the entire Capacity Year; and

(c) the Capacity Year for which the cancellation of Capacity Credits assigned to the Facility will apply.

4.20.10. Within 10 Business Days of being issued a Notice of Intention to Cancel Capacity Credits in accordance with clause 4.20.8, the Market Participant may make a submission to BANANAS detailing any reasons it considers should be taken into account by BANANAS in making a final determination to cancel the Capacity Credits assigned to the Facility for the Capacity Year.

4.20.11. Where BANANAS has issued a Notice of Intention to Cancel Capacity Credits in accordance with clause 4.20.8, BANANAS must, within 20 Business Days of issuing the Notice of Intention to Cancel Capacity Credits, decide whether it will cancel the Capacity Credits assigned to the Facility for the Capacity Year.

4.20.12. Where BANANAS makes a decision to cancel the Capacity Credits assigned to a Facility for a Capacity Year in accordance with clause 4.20.11, it must notify the Market Participant of its decision within 5 Business Days, including:

(a) the details of the Facility;

(b) a response to all issues raised by the Market Participant in any submission made in accordance with clause 4.20.10;

(c) details of the evidence considered by BANANAS in determining that no capacity associated with the Capacity Credits assigned to the Facility will be made available to the market for the entire Capacity Year; and

(d) the Capacity Year for which the cancellation of Capacity Credits assigned to the Facility will apply.

4.20.13. Within 10 Business Days of making a decision, in accordance with clause 4.20.11, to cancel the Capacity Credits assigned to a Facility BANANAS must publish on the WEM Website the information specified in clauses 4.20.12(a), 4.20.12(c) and 4.20.12(d).

4.20.14. Where BANANAS has made a decision to cancel the Capacity Credits assigned to a Facility in accordance with clause 4.20.11, BANANAS must cancel the Capacity Credits assigned to the Facility for the Capacity Year specified in clause 4.20.12(d).

4.20.15. Where BANANAS has made a decision not to cancel the Capacity Credits assigned to a Facility for a Capacity Year in accordance with clause 4.20.11, it must notify the Market Participant of its decision within 5 Business Days.

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| **Explanatory Note**  Clause 4.20.16 requires a Market Participant to nominate the number of Capacity Credits to be associated with each component of its Facility (not exceeding the level of Certified Reserve Capacity for each such component) where the Capacity Credits assigned to the Facility is less than the Facility’s total Certified Reserve Capacity for each component. |

4.20.16. Where BANANAS has assigned Capacity Credits to a Facility for a Capacity Year that is less than the total Certified Reserve Capacity for each component of the Facility for that Capacity Year, the Market Participant must, by the date and time specified in clause 4.1.21A, notify BANANAS of the number of Capacity Credits that are to be associated with each component of the Facility for the Capacity Year, where the number must not exceed the Certified Reserve Capacity assigned to each component of the Facility for that Capacity Year.

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| **Explanatory Note**  Clause 4.20.17 sets out how BANANAS is to set the number of Capacity Credits associated with the Electric Storage Resource component of a Facility for a Capacity Year.  Subsequent amendments allow association of Capacity Credits with all relevant components, including Electric Storage Resources. |

4.20.17. Where BANANAS has assigned Capacity Credits to a Facility for a Capacity Year, BANANAS must set the number of Capacity Credits to be associated with each component of the Facility for the Capacity Year as:

(a) the number of Capacity Credits the Market Participant nominated to trade bilaterally under clause 4.14.1; or

(b) where clause 4.20.16 applies, the number of Capacity Credits notified to BANANAS under that clause to be associated with each component of the Facility.

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| **Explanatory Note**  The requirement for BANANAS to publish Capacity Credits by Facility has been relocated from clause 10.5.1(f)(iv) to new clause 4.20.18. |

4.20.18. BANANAS must publish on the WEM Website, for each Market Participant holding Capacity Credits, the Capacity Credits provided by each Facility for each Reserve Capacity Cycle.

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| **Explanatory Note**  Section 4.21 is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.21. [Blank]

4.22. [Blank]

4.23. Capacity Credits and Force Majeure

4.23.1. There are no force majeure conditions associated with Capacity Credits.

4.23A. Capacity Credits and Facility Registration

4.23A.1. [Blank]

4.23A.2. [Blank]

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| **Explanatory Note**  Clauses 4.23A.3 and 4.23A.4 are amended to include a requirement for NAQs to be dealt with when Facilities are aggregated or disaggregated.  Clause 4.23A.3 has been further amended to reflect the removal of the concept of an ‘initial’ Reserve Capacity Obligation Quantity being assigned to a Facility. |

4.23A.3. If at any time a Market Participant holds Capacity Credits with respect to a facility (the “**primary facility**”) that must be registered as more than one Registered Facility, either as a result of Facility aggregation not being approved by BANANAS or being revoked, then BANANAS may re-allocate the Certified Reserve Capacity, Capacity Credits and Network Access Quantity of the primary facility between the primary facility and the Registered Facilities subject to the conditions that:

(a) the Registered Facilities were documented in the original application for Certified Reserve Capacity:

i. as contributing to the capacity covered by those Capacity Credits; and

ii. were represented in the same way in the Constraint Equations or Constraint Sets that were used to determine the total Network Access Quantity for the Registered Facilities;

(b) BANANAS must not allocate more Certified Reserve Capacity, Network Access Quantity or Capacity Credits to a Registered Facility than that Registered Facility can provide based on information provided in the original application for Certified Reserve Capacity for the primary facility;

(c) after the re-allocation the total Certified Reserve Capacity, the total Network Access Quantity and the total number of Capacity Credits, respectively, of the primary facility and the Registered Facilities must equal the Certified Reserve Capacity, the Network Access Quantity and the number of Capacity Credits immediately prior to the re-allocation; and

(d) BANANAS must consult with the applicable Market Participant and give consideration to its preferences in the re-allocations to the extent allowed by clauses 4.23A.3(a), 4.23A.3(b) and 4.23A.3(c).

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| **Explanatory Note**  Clause 4.23A.4 is amended to refer to the defined term “Aggregated Facility”. |

4.23A.4. If at any time a Market Participant holds Capacity Credits with respect to Registered Facilities, for which BANANAS has approved aggregation as a single Aggregated Facility in accordance with clause 2.30.7, then BANANAS may re-allocate the Certified Reserve Capacity, Network Access Quantity, Capacity Credits and Reserve Capacity Obligation Quantities of the Registered Facilities to the Aggregated Facility subject to the conditions that:

(a) the information submitted with the application for aggregation must demonstrate that the Aggregated Facility can at all times meet the sum of the full Reserve Capacity Obligation Quantities of the Registered Facilities;

(aA) each Registered Facility is represented in the same way in the Constraint Equations or Constraint Sets that were used to determine the Network Access Quantity for each Registered Facility;

(b) BANANAS must allocate to the Aggregated Facility the Certified Reserve Capacity, Network Access Quantity, Capacity Credits and Reserve Capacity Obligation Quantity it can provide based on information provided in the original application for Certified Reserve Capacity for the Registered Facilities;

(c) after the re-allocation the Certified Reserve Capacity, Network Access Quantity, the number of Capacity Credits and the Reserve Capacity Obligation Quantities of the Aggregated Facility must equal the sum of the Certified Reserve Capacities, Network Access Quantity, the total number of Capacity Credits, and the sum of the Reserve Capacity Obligation Quantities immediately prior to the aggregation; and

(d) the Network Access Quantity, Certified Reserve Capacity, Capacity Credits and the Reserve Capacity Obligation Quantities of the Aggregated Facility must at all times be capable of being disaggregated in accordance with clause 4.23A.3.

Addressing Shortages of Reserve Capacity

4.24. Supplementary Capacity

4.24.1. If, at any time after the day which is six months before the start of a Capacity Year BANANAS considers that inadequate Reserve Capacity will be available in the SWIS to maintain Power System Security and Power System Reliability, using the most recent published forecasts and the methodology outlined in clauses 4.5.9(a) and 4.5.9(b) and any other information BANANAS considers relevant, then it must:

(a) determine the expected start and end dates for the period of the shortfall;

(b) determine the expected amount of the shortfall; and

(c) seek to acquire supplementary capacity in accordance with clause 4.24.2.

4.24.1A. Without limiting clause 4.24.1, if, at any time after the day which is six months before the start of a Capacity Year BANANAS considers that there is a risk that adequate Reserve Capacity may not be available in the SWIS to maintain Power System Security and Power System Reliability, then it may advertise a call for expressions of interest for supplementary capacity by publishing a notice on the WEM Website and issuing a Market Advisory.

4.24.1B. A notice calling for expressions of interest for supplementary capacity in accordance with clause 4.24.1A must include:

(a) the date and time by when any person wishing to respond to the call for expressions of interest must have completed and lodged with BANANAS the form specified in clause 4.24.1B(i);

(b) contact details for BANANAS and Western Power;

(c) BANANAS’s preliminary estimate of the amount of capacity which BANANAS considers may be required if BANANAS decides to seek to acquire supplementary capacity pursuant to clause 4.24.1;

(d) BANANAS’s preliminary estimate of the number of hours over which the capacity is expected to be used;

(e) BANANAS’s preliminary estimate of the time of the day where the capacity is expected to be required;

(f) BANANAS’s preliminary estimate of the term of any Supplementary Capacity Contract if BANANAS decides to seek to acquire supplementary capacity pursuant to clause 4.24.1;

(g) BANANAS’s preliminary estimate of the maximum contract value per hour of availability for any Supplementary Capacity Contract that BANANAS will accept if BANANAS decides to seek to acquire supplementary capacity pursuant to clause 4.24.1;

(h) the location on the WEM Website of the standard Supplementary Capacity Contract;

(i) the location on the WEM Website of the form to be used in responding to the call for expressions of interest; and

(j) the location on the WEM Website of the WEM Procedure referred to in clause 4.24.18.

4.24.1C. Following the close of a call for expressions of interest for supplementary capacity in accordance with clause 4.24.1A, BANANAS:

(a) must assess all responses received by the closing date, and may assess any late responses;

(b) must consult with Western Power on any network access matters related to the proposed Eligible Services specified in the responses in accordance with the WEM Procedure referred to in clause.4.24.18; and

(c) must, for each response assessed by it, provide feedback to each respondent on whether BANANAS or Western Power, as applicable, consider the Eligible Services they propose to provide would be capable of meeting the requirements outlined in the call for expressions of interest and contained in the standard Supplementary Capacity Contract.

4.24.2. If BANANAS decides to seek to acquire supplementary capacity and:

(a) the expected start date of the shortfall is at least 12 weeks from the date BANANAS becomes aware of the shortfall, then it must call for tenders from potential suppliers of supplementary capacity in an invitation to tender;

(b) clause 4.24.2(a) does not apply, then it must either:

i. call for tenders from potential suppliers of supplementary capacity in an invitation to tender; or

ii. negotiate directly with potential suppliers of supplementary capacity.

4.24.3. The only eligible sources of supplementary capacity are the following services (“**Eligible Services**”):

(a) load reduction, that is measures to reduce a consumer’s consumption of electricity supplied through the SWIS from that which the consumer would have otherwise consumed, but excluding reductions provided by a Market Participant with a Demand Side Programme that does not satisfy its Reserve Capacity Obligations during the current Capacity Year or a previous Capacity Year;

(b) the production of electricity by Energy Producing Systems that are not Registered Facilities; and

(c) the production of electricity by Energy Producing Systems that are Registered Facilities, or load reductions provided by loads, but only to the extent that the electricity is generated, or the load reduction is provided, by capacity for which the relevant Market Participant, either:

i. does not hold Capacity Credits in the current Capacity Year; and

ii. has not held Capacity Credits in the current Capacity Year or a previous Capacity Year; and

iii. holds Capacity Credits in a subsequent Capacity Year,

or

iv. provides evidence satisfactory to BANANAS, prior to a Supplementary Capacity Contract taking effect, that:

1. costs have been incurred to enable the provision of the capacity through the installation of physical equipment; and

2. the capacity is in addition to the sent out capacity of the Energy Producing Systems, or the maximum amount of load that can be curtailed, that existed prior to the installation of the physical equipment.

4.24.4. A person is not required to be a Rule Participant in order to submit a tender in response to a call for tenders under clause 4.24.2 or enter into a Supplementary Capacity Contract with BANANAS. However, if a Rule Participant does enter into a Supplementary Capacity Contract with BANANAS, then it must comply with that contract.

4.24.5. BANANAS must not call for tenders for supplementary capacity earlier than six calendar months prior to the calendar month in which the shortfall period is expected to start.

4.24.6. If BANANAS decides to call for tenders for supplementary capacity, then, no earlier than 30 Business Days and no later than 10 Business Days prior to the proposed closing date for submission of tenders, BANANAS must advertise the call for tenders in accordance with clause 4.24.6A. The advertisement must include:

(a) the date and time by when any person wishing to tender to supply Eligible Services must have completed and lodged with BANANAS the form specified in clause 4.24.7;

(b) contact details for BANANAS and Western Power;

(c) the amount of capacity required;

(d) the number of hours over which the capacity is expected to be used;

(e) the time of the day where the capacity is expected to be required;

(f) the expected term of any Supplementary Capacity Contracts entered into as a result of the call for tenders;

(g) the maximum contract value per hour of availability for any Supplementary Capacity Contract that BANANAS will accept;

(h) the location on the WEM Website of the standard Supplementary Capacity Contract; and

(i) the location on the WEM Website of the tender form to be used in applying to provide Eligible Services.

4.24.6A. In advertising the call for tenders in accordance with clause 4.24.6, BANANAS must:

(a) publish a notice on the WEM Website;

(b) publish a notice on at least one major tender portal; and

(c) issue a Market Advisory.

4.24.7. BANANAS must prescribe the tender form to be used by those applying to provide Eligible Services. This form must require the specification of:

(a) the name and contact details of the applicant;

(b) the nature of the Eligible Service to be provided;

(c) the amount of the Eligible Service available;

(d) the maximum number of hours over the term of the Supplementary Capacity Contract that the Eligible Service will be available;

(e) the maximum number of hours on each day during the term of the Supplementary Capacity Contract that the Eligible Service will be available;

(f) the time of each day during the term of the Supplementary Capacity Contract that the Eligible Service will be available;

(g) any information required to complete the relevant standard form Supplementary Capacity Contract for the Eligible Service and the applicant, together with full details of any amendments to the standard form Supplementary Capacity Contract required by the applicant;

(h) the mechanism for activating the Eligible Service;

(i) the mechanisms available for measuring the Eligible Service provided;

(j) the values of

i. the availability price for the Eligible Service expressed in dollars; and

ii. the activation price for the Eligible Service, expressed in dollars per hour of activation, where this price must reflect direct or opportunity costs incurred,

where the activation price plus:

iii. the availability price; divided by

iv. the lesser of:

1. the number of hours specified in the advertisement for the call for tenders under clause 4.24.6(d); and

2. the number of hours specified for the Eligible Service in accordance with clause 4.24.7(d),

must not exceed the maximum contract value per hour of availability specified in the advertisement for the call for tenders under clause 4.24.6(g); and

(k) the location of the Eligible Service and any associated Transmission Node Identifier.

4.24.8. In determining the result of a call for tenders and entering into Supplementary Capacity Contracts:

(a) BANANAS must only accept an offer for the provision of Eligible Services;

(b) BANANAS must not accept an offer for the provision of an Eligible Service if BANANAS is not satisfied that the Eligible Service will be available during times of system peak demand coinciding with the shortfall period;

(c) subject to the preceding paragraphs and clause 4.24.9, BANANAS is to seek to enter into the lowest cost mix of Supplementary Capacity Contracts that:

i. will meet the requirement for supplementary capacity; or

ii. will, if it is not possible to meet requirement for supplementary capacity, minimise the remaining Reserve Capacity shortfall,

where the cost of each Supplementary Capacity Contract is to be defined to be the sum of:

iii. the availability price; plus

iv. the product of the activation price and the lesser of:

1. the number of hours specified in the advertisement for the call for tenders under clause 4.24.6(d); and

2. the number of hours specified for the Eligible Service in the relevant tender form in accordance with clause 4.24.7(d); and

(d) BANANAS must be reasonably satisfied that the provider of the Eligible Service has access to a network, where applicable.

4.24.9. BANANAS is not under any obligation to accept any tender, or enter into a Supplementary Capacity Contract in respect of any tender, made in response to a call for tenders under clause 4.24.2.

4.24.10. If BANANAS negotiates directly with a potential supplier of Eligible Services in accordance with clause 4.24.2(b)(ii), then it must provide the following information to the potential supplier:

(a) the amount of capacity required;

(b) the relevant standard form Supplementary Capacity Contract; and

(c) details of the information to be provided by the potential supplier, including:

i. the amount of the Eligible Service available;

ii. the mechanism for activating the Eligible Service;

iii. the mechanisms available for measuring the Eligible Service provided;

iv. the availability price for the Eligible Service expressed in dollars;

v. the activation price for the Eligible Service, expressed in dollars per hour of activation, where this price must reflect direct or opportunity costs incurred; and

vi. the location of the Eligible Service and any associated Transmission Node Identifier.

4.24.11. Subject to clauses 4.24.3, 4.24.11A and 4.24.14, BANANAS may at its discretion enter into any negotiated Supplementary Capacity Contract, but must use reasonable endeavours to minimise the cost of Eligible Services acquired in this manner.

4.24.11A. Where BANANAS has issued a call for tenders under clauses 4.24.2(a) or 4.24.2(b)(i), BANANAS must not enter into negotiations for a negotiated Supplementary Capacity Contract under clause 4.24.11 before the completion of the tender, including, to avoid doubt, assessment of all in-time responses received by BANANAS in response to the tender.

4.24.12. BANANAS must, in consultation with stakeholders, develop and maintain a standard form Supplementary Capacity Contract, which accords with the requirements in clause 4.24.13.

4.24.13. A standard form Supplementary Capacity Contract will require the supplier of an Eligible Service to reduce net consumption, or to increase energy production, on instruction from BANANAS and must specify:

(a) that there are no force majeure conditions;

(b) the settlement process to be followed, including timing of payments;

(c) contract variation conditions;

(d) any conditions required to ensure that if a different person takes over the facility used to provide the Eligible Service, that the person taking over will be bound by the contract obligations (for example, by requiring the execution of a deed of assumption or novation);

(e) the financial consequences of failing to supply the Eligible Service in accordance with the contract, based on the arrangements which apply under section 4.26 where a Market Participant holding Capacity Credits for a Facility fails to comply with its Reserve Capacity Obligations;

(f) [Blank]

(g) the technical standards and verification arrangements which facilities used to provide Eligible Services must comply with; and

(h) blank schedules specifying:

i. the term of the Supplementary Capacity Contract, where this term is not to exceed, but may be shorter than, the Hot Season;

ii. the sources of the net consumption reduction or energy production increase;

iii. the amount of net consumption reduction or energy production increase required;

iv. the notification time to be given for activation;

v. the method of notification of activation;

vi. the minimum duration of any activation;

vii. the maximum duration of any single activation;

viii. any limits on the number of times BANANAS can request activation;

ix. the basis to be used for measuring the response;

x. the availability price;

xi. the activation price;

xii. technical matters relating to the facility (including testing); and

xiii. the fact that activation instructions will be given by BANANAS.

4.24.14. BANANAS must enter into a Supplementary Capacity Contract in the form of the standard form Supplementary Capacity Contract, except where BANANAS considers that one or more variations are reasonably required, having regard to the specific characteristics of the facility providing the supplementary capacity and to any other matter that BANANAS considers appropriate, then BANANAS may enter into a Supplementary Capacity Contract containing such variations.

4.24.14A. The notification time for activation specified in a Supplementary Capacity Contract must be aligned, to the extent practicable and considering the characteristics of the facility providing the Eligible Service, with the notification time applicable to a similar type of facility providing a similar service under the WEM Rules.

4.24.15. BANANAS must recover the full cost it incurs in respect of Supplementary Capacity Contracts in accordance with section 4.28 and Chapter 9.

4.24.16. [Blank]

4.24.17. [Blank]

4.24.18. BANANAS must document in a WEM Procedure:

(a) the process it follows in:

i. acquiring Eligible Services;

ii. entering into Supplementary Capacity Contracts;

iii. determining the maximum contract value per hour of availability for any Supplementary Capacity Contract;

iv determining how a payment in relation to a Supplementary Capacity Contract is to be made to the party identified in clause 4.29.3(e)(ii) if that party is not a Market Participant; and

v. determining under clause 4.24.8(d) that a provider of an Eligible Service has access to the network;

(b) requirements regarding the information and assistance BANANAS may require from Western Power to support an expression of interest process or a procurement process for supplementary capacity under this section 4.24;

(c) requirements, developed in consultation with Western Power, regarding the information that must be provided by those applying to provide Eligible Services, who request assistance or an assessment from Western Power in accordance with clause 4.24.18B;

(d) timelines, developed in consultation with Western Power where applicable, for the provision of requested information and for assistance or an assessment of requests submitted; and

(e) contact details for Western Power which must be used by BANANAS or those applying to provide Eligible Services when assistance or assessment by Western Power is requested in accordance with clause 4.24.18B.

4.24.18A. Western Power must provide information and respond to requests for assistance or assessment related to the provision of supplementary capacity under this section 4.24 in accordance with the WEM Procedure referred to in clause 4.24.18.

4.24.18B. A request to Western Power for assistance or an assessment by those applying to provide Eligible Services or a request to Western Power by BANANAS must:

(a) be in writing and addressed to the contact nominated by Western Power in the WEM Procedure referred to in clause 4.24.18;

(b) allow sufficient time to enable Western Power to provide the assistance or make the assessment requested in accordance with the timelines specified under clause 4.24.18(d); and

(c) contain the information and analysis as may be required under the WEM Procedure referred to in clause 4.24.18.

4.24.19. Following each call for tenders for supplementary capacity or otherwise acquiring Eligible Services, the Coordinator must review the supplementary capacity provisions of this section 4.24 with regard to the Wholesale Market Objectives and must undertake a public consultation process in respect of the outcome of the review.

Testing, Monitoring and Compliance

4.25. Reserve Capacity Testing

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| **Explanatory Note**  Clause 4.25.1 sets the Reserve Capacity testing obligations for either a Facility or Separately Certified Component depending on whether the Facility is required to install Facility Sub-Metering.  Clause 4.25.1(a), which now applies to all Scheduled Facilities or Semi-Scheduled Facilities, details the level of output a Non-Intermittent Generating System or Electric Storage Resource must demonstrate to meet their Reserve Capacity testing obligations. A Non-Intermittent Generating System and Electric Storage Resource must demonstrate this level of output at least once in both the Summer and Winter testing periods.  Clause 4.25.1(c) details the level of output a Demand Side Programme must demonstrate to meet their Reserve Capacity testing obligations in the Summer testing period only.  Clause 4.25.1A clarifies that an Intermittent Generating System or Non-Scheduled Facility does not hold Reserve Capacity testing obligations and therefore section 4.25 does not apply.  Clauses 4.25.3A and 4.25.9 are also amended by the Amending Rules contained in the Rule Change Panel's Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process). However, as this companion version of the WEM Rules only shows the Tranches 2 and 3 Amendments as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process) to see the changes that will commence on 29 June 2021 and apply until the relevant clauses in the Tranches 2 and 3 Amendments commence. |

4.25.1. BANANAS must take steps to verify, in accordance with clause 4.25.2, that each Facility or Separately Certified Component of a Facility assigned Capacity Credits can:

(a) in the case of a Non-Intermittent Generating System or an Electric Storage Resource, during the period the Reserve Capacity Obligations apply, operate at a level equivalent to its Required Level, adjusted to the level of Capacity Credits currently held by the Facility or Separately Certified Component, as applicable, at least once during each of the following periods:

i. 1 October to 31 March; and

ii. 1 April to 30 September,

which for a Non-Intermittent Generating System, must be achieved on each type of fuel detailed under clause 4.10.1(e)(v)(1)(ii); and

(b) [Blank]

(c) in the case of a Demand Side Programme, during the period the Reserve Capacity Obligations apply, other than a Trading Interval the subject of a Verification Test, decrease its consumption to operate at a level equivalent to its Required Level, adjusted to the level of Capacity Credits currently held, at least once during the period between 1 October to 31 March.

4.25.1A. Notwithstanding anything else in this section 4.25, clause 4.25.1 does not apply to an Intermittent Generating System or Non-Scheduled Facility. To avoid doubt, an Intermittent Generating System or Non-Scheduled Facility is not subject to Reserve Capacity Tests under this section 4.25.

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| **Explanatory Note**  Clause 4.25.2(a) has been amended to verify the testing requirements for a Facility which is not required to install Facility Sub-Metering. BANANAS must confirm both observation and scheduled testing results for the Facility using Meter Data Submissions.  Clause 4.25.2(e) has been amended to verify the testing requirements for a Facility which is required to install Facility Sub-Metering. BANANAS must confirm both observation and scheduled testing results for the relevant Separately Certified component using a combination of Meter Data Submissions and Facility Sub-Metering data.  Clause 4.25.2(a)(i)(1) and 4.25.2(e)(i)(1) confirm that observation testing must be demonstrated for not less than two Trading Intervals for a Non-Intermittent Generating System. This change aligns with the existing scheduled testing requirements under clause 4.25.2(a)(ii)(1) and 4.25.2(e)(ii)(2) which is also two Trading Intervals.  Clause 4.25.2(a)(i)(2), 4.25.2(a)(ii)(2), 4.25.2(e)(i)(2) and 4.25.2(e)(ii)(2) confirm that observation testing and scheduled testing must be demonstrated for eight Trading Intervals for an Electric Storage Resource, known as the Electric Storage Resource Obligation Duration.  Clause 4.25.2(b) has been amended to reduce repetition with clause 4.25.1(c). |

4.25.2. BANANAS may verify the matters specified in clause 4.25.1 by:

(a) in the case of a Facility that is not required to install Facility Sub-Metering in accordance with clause 2.29.12:

i. observing the Facility operate as part of normal market operations as determined from Meter Data Submissions for not less than:

1. for a Non-Intermittent Generating System, two consecutive Trading Intervals; or

2. for an Electric Storage Resource, the Electric Storage Resource Obligation Duration; or

ii. subject to clause 4.25.2B, testing, in accordance with clause 4.25.9, for not less than:

1. for a Non-Intermittent Generating System, two consecutive Trading Intervals; or

2. for an Electric Storage Resource, the Electric Storage Resource Obligation Duration,

and the Facility successfully passing that test as determined from Meter Data Submissions;

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| **Explanatory Note**  Clause 4.25.2(b)(i) was amended to remove the ability for a Market Customer to self-schedule a Reserve Capacity Test from the 2019 Reserve Capacity Cycle, as the test will be a random test scheduled by BANANAS in accordance with clause 4.25.9.  The test period in clause 4.25.2(b)(ii) is two consecutive Trading Intervals. |

(b) in the case of a Demand Side Programme:

i. [Blank]

ii. testing, in accordance with clause 4.25.9, for not less than two consecutive Trading Intervals and the Facility successfully passing that test as determined from metered consumption;

(c) [Blank]

(d) [Blank]

(e) in the case of a Facility required to install Facility Sub-Metering in accordance with clause 2.29.12:

i. observing the Facility operate, in respect of each Separately Certified Component, as part of normal operations as determined from Meter Data Submissions and meter data recorded by the Facility Sub-Metering, for not less than:

1. for a Non-Intermittent Generating System, two consecutive Trading Intervals; or

2. for an Electric Storage Resource, the Electric Storage Resource Obligation Duration; or

ii. subject to clause 4.25.2B, testing, in accordance with clause 4.25.9, in respect of each Separately Certified Component, as determined from Meter Data Submissions and meter data recorded by the Facility Sub-Metering, for not less than:

1. for a Non-Intermittent Generating System, two consecutive Trading Intervals; or

2. for an Electric Storage Resource, the Electric Storage Resource Obligation Duration,

and that Separately Certified Component successfully passing the test.

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| **Explanatory Note**  Clause 4.25.2A has been amended to clarify the deadline by which Facility Sub-Metering data may be provided to BANANAS to confirm whether the Separately Certified Component has passed the Reserve Capacity testing obligations by observation.  The deadline has been amended to ensure if a Market Participant tests on the 31 January, the last day of the observation period, they have five Business Days to provide BANANAS with the Facility Sub-Metering data, this aligns with clause 4.25.2C. |

4.25.2A. A Market Participant for a Facility required to install Facility Sub-Metering in accordance with clause 2.29.12 may provide BANANAS with meter data, recorded by Facility Sub-Metering, by:

(a) 5 February, in respect of the immediately preceding period commencing 1 October; and

(b) 5 August, in respect of the immediately preceding period commencing 1 April,

for the purposes of observing the Separately Certified Component in accordance with clause 4.25.2(e)(i).

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| **Explanatory Note**  Clause 4.25.2A has been amended to introduce a deadline for when BANANAS will commence scheduling Reserve Capacity tests for Facilities which have failed to demonstrate their Required Level in the observation period. A Market Participant has four months for both the Summer and Winter testing periods to demonstrate through normal market operations that the Facility or Separately Certified Component can meet the Required Level. This deadline provides BANANAS with two months to schedule Reserve Capacity tests if necessary.  BANANAS will subject a Facility to a test where a Market Participant has failed to provide Facility Sub-Metering data, where applicable, or where a Facility or Separately Certified Component has failed to meet its Required Level in the observation period. |

4.25.2B. BANANAS must subject a Facility or Separately Certified Component to a Reserve Capacity Test under clauses 4.25.2(a)(ii) or 4.25.2(e)(ii) where:

(a) the Market Participant for the Facility, has not provided meter data, recorded by the Facility Sub-Metering to BANANAS, where applicable, in accordance with and by the time specified in clause 4.25.2A;

(b) BANANAS has determined, in accordance with clauses 4.25.2(a)(i) or 4.25.2(e)(i), that the Facility or Separately Certified Component of the Facility, as applicable, did not operate at the level specified in clause 4.25.1(a) by:

i. 31 January, in respect of the immediately preceding period 1 October to 31 January; and

ii. 31 July, in respect of the immediately preceding period 1 April to 31 July; or

(c) BANANAS is conducting a re-test in accordance with clauses 4.25.4 and 4.25.6.

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| **Explanatory Note**  Clause 4.25.2C has been amended to specify that all Facilities which are required to install Facility Sub-Metering must provide meter data to BANANAS within five Business Days of a scheduled Reserve Capacity Test.  Clause 4.25.2D has been amended to specify that where Facility Sub-Metering was not provided in accordance with clause 4.25.2C, the Capacity Credits associated with the Separately Certified Component subject to the test will be reduced to zero. |

4.25.2C. A Market Participant for a Facility required to install Facility Sub-Metering in accordance with clause 2.29.12 that is tested by BANANAS in accordance with clauses 4.25.2(e)(ii), 4.25.4 or 4.25.6 must provide meter data, recorded by Facility Sub-Metering, for the Reserve Capacity Test period to BANANAS within five Business Days of the Reserve Capacity Test.

4.25.2D. Where the Market Participant does not provide meter data to BANANAS in accordance with and by the time specified in clause 4.25.2C, BANANAS must reduce the Capacity Credits associated with the Separately Certified Component of the Facility subject to the Reserve Capacity Test to zero from the second Trading Day following the Scheduling Day on which BANANAS determines the deadline for providing that meter data to BANANAS under clause 4.25.2C.

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| **Explanatory Note**  Clause 4.25.2E and 4.25.4 are amended to align with changes made to clause 4.25.1 and 4.25.2. |

4.25.2E. BANANAS must, in assessing the performance of a Facility or Separately Certified Component tested in accordance with clauses 4.25.2(a), 4.25.2(e), 4.25.4 or 4.25.6:

(a) in the case of an Electric Storage Resource, measure the average performance across the Electric Storage Resource Obligation Duration based on the average performance across the eight Trading Intervals; and

(b) in the case of a Non-Intermittent Generating System, measure the maximum performance in each Trading Interval.

4.25.3. BANANAS must not subject a Facility to more Reserve Capacity Tests than it considers are required to satisfy the verification requirements of this section 4.25.

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| **Explanatory Note**  Clause 4.25.3A is amended as a consequence of Consequential Outages being removed from the Outages framework, and to correct an existing drafting error with respect to the reference to ‘Opportunistic Outage’, which is not a term used in the current (or new) Outages frameworks.  Clause 4.25.3A is further amended to use the correct defined term, covering both approved Opportunistic and non-Opportunistic Outages |

4.25.3A. BANANAS must not subject a Facility to a Reserve Capacity Test if:

(a) that Facility is subject to a Planned Outage, or

(b) the relevant Market Participant has advised BANANAS of a Forced Outage for that Facility in accordance with clause 3.21.2; or

(c) that Facility is undergoing a Commissioning Test approved in accordance with section 3.21A.

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| **Explanatory Note**  Clause 4.25.4 is amended to set out BANANAS’s obligations regarding the reduction of Capacity Credits where a storage facility or the storage component of a facility fails a Reserve Capacity Test.  Clause 4.25.4 links the 'automatic' re-test of a Demand Side Programme to new clause 4.25.4G which allows a Market Participant to 'opt out' of a re-test.  The second Reserve Capacity Test will need to take place within 30 days of the failed Reserve Capacity Test. Clause 4.25.4 provides for the re-test to occur not less than 14 days, and not more than 28 days, after the failed Reserve Capacity Test.  No changes are proposed to the current timeframes for re-testing DSPs from the 2019 Reserve Capacity Cycle. |

4.25.4. Subject to clause 4.25.4G, if a Facility, or a Separately Certified Component of a Facility, fails a Reserve Capacity Test requested by BANANAS under clause 4.25.2, BANANAS must re-test that Facility, or Separately Certified Component of that Facility, as applicable, in accordance with clause 4.25.2, not earlier than 14 days and not later than 28 days after the first Reserve Capacity Test. If the Facility, or Separately Certified Component of that Facility, as applicable, fails this second Reserve Capacity Test, then BANANAS must, from the second Trading Day following the Scheduling Day on which BANANAS determines that the second Reserve Capacity Test was failed:

(a) if the Reserve Capacity Test related to a Non-Intermittent Generating System, reduce the number of Capacity Credits held by the relevant Market Participant for that Facility or Separately Certified Component of that Facility to reflect the maximum capabilities achieved in either Reserve Capacity Test performed, in accordance with 4.25.2E(b) (after adjusting these results to the equivalent values at a temperature of 41 degrees Celsius and allowing for the capability provided by operation on different types of fuels);

(b) if the Reserve Capacity Test related to a Demand Side Programme, reduce the number of Capacity Credits held by the relevant Market Participant for that Facility to the maximum level of reduction achieved in either of the two Reserve Capacity Tests; or

(c) if the Reserve Capacity Test related to an Electric Storage Resource, reduce the number of Capacity Credits held by the relevant Market Participant for that Facility or Separately Certified Component of that Facility to reflect the higher average performance achieved over the Electric Storage Resource Obligation Duration in either Reserve Capacity Test, in accordance with 4.25.2E(a) (after adjusting these results to performance at a temperature of 41 degrees Celsius).

4.25.4A A Market Participant may apply to BANANAS for a reduction in the number of Capacity Credits the Market Participant holds for a Facility.

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| **Explanatory Note**  Clause 4.25.4B(cA) has been amended to ensure an application under clause 4.25.4A includes information relating to how a Capacity Credit reduction will be split amongst multiple Separately Certified Component, if applicable. |

4.25.4B. In order for an application under clause 4.25.4A to be assessed by BANANAS, it must:

(a) be in writing;

(b) relate to:

i. a Facility (other than a Demand Side Programme) for which BANANAS has notified the Market Participant, in accordance with clause 4.13.14, of its determination that the need to maintain the Reserve Capacity Security for that Facility has ceased; or

ii. a Demand Side Programme that BANANAS has determined is in Commercial Operation;

(c) detail the reasons for the reduction in the number of Capacity Credits;

(cA) where the Facility contains multiple Separately Certified Components, specify how the reduction in the number of Capacity Credits relates to each Separately Certified Component; and

(d) indicate whether the application relates only to the current Capacity Year or includes subsequent Capacity Years.

4.25.4C. Upon receiving an application under clause 4.25.4A, BANANAS must, subject to clause 4.25.4CA:

(a) assess the application and any supporting documentation;

(b) within 10 Business Days of receiving the application inform the Market Participant of its decision whether to reduce the Capacity Credits and the reasons for its decision; and

(c) if applicable and in BANANAS's sole discretion, reduce the amount of Capacity Credits held by the Market Participant in respect of the Facility, or Separately Certified Component of the Facility, to which the application relates.

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| **Explanatory Note**  From the 2019 Reserve Capacity Cycle, Market Participants with DSPs will be able to bilaterally trade the Capacity Credits assigned to their DSPs. Consequently, clause 4.25.4CA was amended accordingly.  Amendments also made to clause 4.25.4CA for weekly settlement. |

4.25.4CA. BANANAS must not approve an application received under clause 4.25.4A if the reduction of Capacity Credits for the relevant Facility would result in the number of Capacity Credits for the Facility allocated by the relevant Market Participant in Capacity Credit Allocations for a Trading Day exceeding the number of Capacity Credits for the Facility held for that Trading Day by the Market Participant that are able to be traded bilaterally under the WEM Rules.

4.25.4D A Market Participant may not apply to BANANAS for an increase in the number of Capacity Credits for a Facility during a Capacity Year if the Facility has had its Capacity Credits reduced in accordance with clause 4.25.4C for any part of that Capacity Year.

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| **Explanatory Note**  Clause 4.25.4E has been deleted to provide a consistent treatment of all facilities, including Demand Side Programmes, in relation to voluntary reduction of Capacity Credits. |

4.25.4E. [Blank]

4.25.4F. A Market Participant may not offer a Demand Side Programme for Supplementary Capacity if the Demand Side Programme has had its Capacity Credits reduced in accordance with clause 4.25.4C for any part of that Capacity Year.

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| **Explanatory Note**  A Market Participant may elect to 'opt out' of a second Reserve Capacity Test by giving notice to BANANAS, in which case BANANAS will reduce the level of Capacity Credits for the DSP to the level the DSP achieved in the (failed) first Reserve Capacity Test. |

4.25.4G. A Market Participant may, for a Demand Side Programme that failed a Reserve Capacity Test requested by BANANAS under clause 4.25.2, elect not to subject the relevant Demand Side Programme to a second Reserve Capacity Test in accordance with clause 4.25.4 by providing notice to BANANAS in accordance with clause 4.25.4H.

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| **Explanatory Note**  A Market Participant may elect to 'opt out' of a second Reserve Capacity Test by giving notice to BANANAS.  The purpose of clause 4.25.4H is to prescribe the date and time by which the notice must be given by a Market Participant to BANANAS. |

4.25.4H. A notification provided under clause 4.25.4G must be given to BANANAS by 5:00 PM on the second Business Day after receiving notification from BANANAS that the relevant Demand Side Programme failed the Reserve Capacity Test requested by BANANAS under clause 4.25.2.

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| **Explanatory Note**  A Market Participant may elect to 'opt out' of a second Reserve Capacity Test by giving notice to BANANAS in accordance with clause 4.25.4H.  Upon receipt of such a notice, clause 4.25.4I is to require BANANAS to reduce the Capacity Credits for a Market Participant who elected to 'opt out' of a second Reserve Capacity Test to the maximum level of the reduction achieved in the Reserve Capacity Test. |

4.25.4I. If a notification is given under clause 4.25.4G in accordance with clause 4.25.4H, BANANAS must reduce the Capacity Credits for the relevant Demand Side Programme to the maximum level of reduction achieved in the Reserve Capacity Test conducted in accordance with clause 4.25.2.

4.25.5. In the event that the number of Capacity Credits held by a Market Participant is reduced during a Capacity Year in accordance with clause 4.25.4, then that Market Participant may request once prior to the end of the Capacity Year that BANANAS perform a single re-test to be conducted for the Facility, or a Separately Certified Component of the Facility, during the seven days following that request.

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| **Explanatory Note**  Clause 4.25.6 has been amended to align with changes made in clause 4.25.2. |

4.25.6. If BANANAS receives a request for a Reserve Capacity re-test in accordance with clause 4.25.5, then:

(a) if the re-test relates to a Non-Intermittent Generating System, BANANAS must conduct such a re-test in accordance with clauses 4.25.2(a)(ii) or 4.25.2(e)(ii) and, following the re-test, set the number of Capacity Credits held by the relevant Market Participant for the Facility or Separately Certified Component of the Facility to reflect the maximum capabilities achieved in the re-test (after adjusting these results to the equivalent values at a temperature of 41 degrees Celsius and allowing for the capability provided by operation on different types of fuel), but not to exceed the number of Capacity Credits originally confirmed by BANANAS for the Facility or Separately Certified Component of the Facility under section 4.20 in respect of the relevant Reserve Capacity Cycle;

(b) if the re-test relates to a Demand Side Programme, BANANAS must conduct such a re-test in accordance with clause 4.25.2(b)(ii) and, following the re-test, set the number of Capacity Credits held by the relevant Market Participant for the Facility to reflect the maximum reduction in its consumption achieved in the re-test, but not to exceed the number of Capacity Credits originally confirmed by BANANAS for the Facility under clause 4.20.5A(a) in respect of the relevant Reserve Capacity Cycle; and

(c) if the re-test relates to an Electric Storage Resource, BANANAS must conduct such a re-test in accordance with clauses 4.25.2(a)(ii) or 4.25.2(e)(ii) and, following the re-test, set the number of Capacity Credits held by the relevant Market Participant for the Facility or Separately Certified Component of the Facility to higher average performance achieved over the Electric Storage Resource Obligation Duration in the re-test (after adjusting these results to performance at a temperature of 41 degrees Celsius) but not to exceed the number of Capacity Credits originally confirmed by BANANAS for the Facility or Separately Certified Component of the Facility under section 4.20 in respect of the relevant Reserve Capacity Cycle.

4.25.7. [Blank]

4.25.8. [Blank]

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| **Explanatory Note**  Clause 4.25.9(h) is amended as a consequential amendment resulting from the removal of Operating Instructions.  The "summer" Reserve Capacity Test for a DSP will be a random test with BANANAS required to give 2 hours' notice.  BANANAS is required to schedule a random test of a DSP by giving two hours' notice to the relevant Market Participant. In practical terms, BANANAS is unlikely to be able to give precisely two hours' notice, so a range has been included at clause 4.25.9(dA).  Clause 4.25.9 is further amended as a result of Consequential Outages no longer being applicable. The wording has been revised to be relevant to a Network limitation, which may require BANANAS to confirm details after the fact with a Network Operator if it does not have visibility of the Network limitation.  Since the consultation period for Exposure Draft 2 clause 4.25.9(e) has been further amended to:   * clarify that the network limitations relate to outages of Network equipment and do not include “system normal” constraints; and * allow BANANAS to discard the results of a Reserve Capacity Test that it determines was invalid. |

4.25.9. In conducting a Reserve Capacity Test, BANANAS must:

(a) subject to clauses 4.25.9(b), 4.25.9(c) and 4.25.9(dA), endeavour to conduct the Reserve Capacity Test without warning;

(b) allow sufficient time for the Market Participant to schedule fuel that it is not required under these WEM Rules to be stored on-site;

(c) allow sufficient time for switching a Facility from one fuel to an alternative fuel if operation using the alternative fuel is being tested;

(d) [Blank]

(dA) in the case of a Demand Side Programme, give at least two hours' and no more than three hours' notice to allow for arrangements to be made for the Facility to be triggered;

(e) deem the Reserve Capacity Test to be cancelled and discard the results if:

i. the Facility is constrained during the test period because of an outage of an item of equipment that is part of a Network; or

ii. BANANAS determines that the Reserve Capacity Test was invalid in accordance with the WEM Procedure referred to in clause 4.25.14;

(f) maintain adequate records of the Reserve Capacity Test to allow independent verification of the test results including the level of Injection or Withdrawal required during the Reserve Capacity Test; and

(g) [Blank]

(h) notify the Market Participant of the time that the Reserve Capacity Test must be performed, and the level of output required by the Separately Certified Component or level of Injection or Withdrawal required by the Facility for the Reserve Capacity Test, as applicable.

4.25.10. [Blank]

4.25.11. Every three months BANANAS must publish details of:

(a) Facilities that have undergone a Reserve Capacity Test during the preceding three months; and

(b) whether any of those Reserve Capacity Tests were delayed and the reasons for the delay.

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| **Explanatory Note**  Clause 4.25.12 has been amended as the Reserve Capacity Obligation Quantity is no longer set based on Certified Reserve Capacity as per changes to section 4.12. |

4.25.12. BANANAS may use the results of Reserve Capacity Tests in respect of a Facility in assigning Certified Reserve Capacity for the Facility for subsequent Reserve Capacity Cycles.

4.25.13. [Blank]

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| **Explanatory Note**  Clause 4.25.14 is amended to require BANANAS to document the situations in which it may deem a Reserve Capacity Test to be invalid in a WEM Procedure. |

4.25.14. BANANAS must document the procedure to be followed in performing Reserve Capacity Tests in a WEM Procedure, including the situations in which BANANAS may deem a Reserve Capacity Test to be invalid.

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| **Explanatory Note**  The "summer" Reserve Capacity Test will be a random Reserve Capacity Test from the 2019 Reserve Capacity Cycle.  Section 4.25A deals with Verification Tests for DSPs, so no changes to this clause are required. However, for clarity, clause 4.25A.5 was amended to specify what happens when a DSP passes a second Verification Test. |

4.25A. Verification Test for a Demand Side Programme

4.25A.1. In each Capacity Year each Market Participant must undertake a Verification Test during the period specified in clause 4.10.1(f)(vi) for each Demand Side Programme registered to the Market Participant. Each test must be conducted in accordance with the WEM Procedure specified in clause 4.25.14 and be carried out:

(a) within 20 Business Days of registration, as notified by BANANAS under clause 2.31.6, of the Demand Side Programme, if applicable; or

(b) between 1 October and 30 November.

4.25A.2. To undertake a Verification Test a Market Participant must activate the Demand Side Programme and provide evidence satisfactory to BANANAS of the Trading Intervals during which the Verification Test was conducted.

4.25A.3. A Demand Side Programme will be deemed to have failed the Verification Test unless a reduction in demand equal to at least 10% of the Capacity Credits, when measured against the Demand Side Programme’s Relevant Demand determined under clause 4.26.2CA, is identified from the Demand Side Programme Load associated with that Demand Side Programme.

4.25A.4. Where a Demand Side Programme fails a Verification Test BANANAS must reduce the Capacity Credits assigned to the Demand Side Programme to zero from the second Trading Day following the Scheduling Day on which BANANAS determines that the Verification Test was failed under clause 4.25A.3.

4.25A.5. Where a Demand Side Programme fails a Verification Test the relevant Market Participant may request that a second Verification Test be undertaken. If the Demand Side Programme:

(a) fails the second Verification Test then the Capacity Credits assigned to the Demand Side Programme are to remain at zero until the end of the relevant Capacity Year; or

(b) does not fail the second Verification Test, from the second Trading Day following the Scheduling Day on which the second Verification Test was performed, the Capacity Credits assigned to the Demand Side Programme are to be increased to the value applied to the Demand Side Programme immediately prior to the first Verification Test.

4.26. Financial Implications of Failure to Satisfy Reserve Capacity Obligations

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| **Explanatory Note**  Clause 4.26.1 is amended to account for the change to weekly settlement, and to better distinguish between Registered Facilities and non-Registered Facilities.  Clause 4.26.1 specifically relates to Market Participants holding Capacity Credits associated with a Facility. Market Participants do not hold Capacity Credits for Intermittent Loads, but some of the same quantities are required to calculate Intermittent Load Refunds. These calculations have been moved to section 4.28A. |

4.26.1. If a Market Participant holding Capacity Credits associated with a Facility fails to comply with its Reserve Capacity Obligations applicable to any given Trading Interval then the Market Participant must pay a refund to BANANAS calculated in accordance with the following provisions.

(a) The Trading Interval Refund Rate for a Facility f in the Trading Interval t is determined as follows:

(f,t)

where:

i. Trading Interval Refund Rate (f,t) is the Trading Interval Refund Rate for a Facility f in the Trading Interval t;

ii. RF(f,t) is the refund factor for a Facility f in the Trading Interval t and is calculated in accordance with clause 4.26.1(c); and

iii. Y(f,t) is the per Trading Interval capacity price associated with a Facility f in the Trading Interval t and is determined in accordance with clause 4.26.1(b).

(b) For a Facility f, for which a Market Participant holds Capacity Credits, in the Trading Interval t, Y(f,t) is determined as follows:

i. where Facility f is not a Registered Facility in Trading Interval t, Y(f,t) equals the Facility Monthly Reserve Capacity Price for the Facility divided by the number of Trading Intervals in the Trading Month in which Trading Interval t falls;

ii. where BANANAS has determined that in Trading Interval t Facility f is not in Commercial Operation and is either a Scheduled Facility or Semi-Scheduled Facility, Y(f,t) equals the Facility Monthly Reserve Capacity Price for the Facility divided by the number of Trading Intervals in the Trading Month in which Trading Interval t falls;

iii. where BANANAS has determined that in Trading Interval t Facility f is in Commercial Operation and is either a Scheduled Facility or Semi-Scheduled Facility, Y(f,t) is defined as:

where:

1. CCESR(f,t) is the number of Capacity Credits held by Facility f associated with Separately Certified Components of Facility f which are Electric Storage Resources if Trading Interval t is within the Electric Storage Resource Obligation Intervals for the Trading Day, and 0 otherwise;

2. CC(f,t) is the total Capacity Credits held by Facility f in Trading Interval t;

3. FMRCP(f,t) is the Facility Monthly Reserve Capacity Price for Facility f in Trading Interval t;

4. TDTM(t) is the number of Trading Days in the Trading Month in which Trading Interval t falls; and

5. TITM(t) is the number of Trading Intervals in the Trading Month in which Trading Interval t falls;

iv. where Facility f is a Non-Scheduled Facility, Y(f,t) equals the Facility Monthly Reserve Capacity Price for the Facility divided by the number of Trading Intervals in the relevant Trading Month in which Trading Interval t falls; and

v. where Facility f is a Demand Side Programme, Y(f,t) equals the Reserve Capacity Price for the Facility divided by 400.

(c) The refund factor RF(f,t) for a Facility f in the Trading Interval t is the lesser of:

i. six; and

ii. the greater of the dynamic refund factor RF dynamic(t) as determined under clause 4.26.1(d) and the minimum refund factor RFfloor(f,t) as determined under clauses 4.26.1(f) or 4.26.1(g) as appropriate.

(d) The dynamic refund factor RF dynamic(t) in the Trading Interval t is determined as follows:

where:

i. F is the set of all Registered Facilities for which Market Participants hold Capacity Credits in the Trading Interval t and f is a Facility within that set; and

ii. Spare(f,t) is the available capacity related to the Registered Facility f, which is not dispatched in the Trading Interval t determined in accordance with clause 4.26.1(e).

(e) For a Registered Facility f in the Trading Interval t, Spare(f,t) is determined as follows:

i. where Facility f is a Scheduled Facility, the greater of zero and:

1. the Reserve Capacity Obligation Quantity determined for the Facility f in Trading Interval t; less

2. the Capacity Adjusted Forced Outage Quantity for Facility f in Trading Interval t calculated in 3.21.7B; less

3. the Sent Out Metered Schedule for Facility f in Trading Interval t multiplied by two so as to be a MW quantity;

iA. where Facility f is a Semi-Scheduled Facility, the greater of zero and:

1. the Reserve Capacity Obligation Quantity determined for Facility f in Trading Interval t; less

2. the Capacity Adjusted Forced Outage Quantity for Facility f in Trading Interval t calculated in 3.21.7B; less

3. the Sent Out Metered Schedule for Facility f in Trading Interval t multiplied by two so as to be a MW quantity;

ii. where Facility f is a Non-Scheduled Facility, zero; and

iii. where Facility f is a Demand Side Programme in the Trading Interval t, Spare(f,t) is equal to:

where:

1. [Blank]

2. RCOQ(f,t) is the Reserve Capacity Obligation for the Demand Side Programme f in the Trading Interval t;

3. DSP Load(f,t) is the Demand Side Programme Load for the Demand Side Programme f in the Trading Interval t as determined under clause 9.5.4 multiplied by two so as to be a MW quantity; and

4. DSP MinLoad(f,t) is the sum of the Minimum Consumption of each Associated Load of the Demand Side Programme f in MW in the Trading Interval t.

(f) Subject to clause 4.26.1(g), the minimum refund factor RF floor(f,t) in the Trading Interval t is determined as follows:

where:

i. Dispatchable(f,t) for a Facility f in the Trading Interval t is its portion of capacity which is not subject to a Forced Outage over the 4320 previous Trading Intervals pt prior to and including the Trading Interval t, where this is equal to one in the Trading Interval if no Capacity Credits are held by the Facility in any of the 4320 previous Trading Intervals, determined as follows:

where:

1. PT is the set of 4320 Trading Intervals immediately prior to and including the Trading Interval t and pt is a Trading Interval within that set;

2. CAFO(f,pt) is the Capacity Adjusted Forced Outage Quantity for Facility f in the Trading Interval pt, as determined in accordance with clause 3.21.7B; and

3. CC(f,pt) is the number of Capacity Credits a Market Participant holds for Facility f in the Trading Interval pt; and

(g) RF floor(f,t) is equal to one in the Trading Interval t for a Facility f to which any of the following applies:

i. the Facility f is a Demand Side Programme; or

ii. the Facility f is not a Registered Facility or BANANAS has deemed the Facility to not be in Commercial Operation in the Trading Interval t.

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| **Explanatory Note**  Clause 4.26.1A is amended to use the new registration taxonomy and to extend the triggers for the payment of Capacity Cost Refunds.  In the new WEM, a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility in Commercial Operation may incur a Facility Reserve Capacity Deficit Refunds if:   * the Facility is subject to a Forced Outage or Refund Payable Planned Outage; * the Market Participant does not include enough capacity for the Facility in its Real‑Time Market Offers; * the Market Participant offers the Facility’s capacity as ‘Available’ in its Real-Time Market Offers when it is required to be offered as ‘In-Service’; or * the Facility contains an Electric Storage Resource with a charge level that is insufficient to meet its Reserve Capacity Obligations.   The total contribution of these events to a Facility’s Reserve Capacity Deficit (Real-Time Market Reserve Capacity Deficit) is calculated under new clause 4.26.1B.  Clause 4.26.1A is further amended to ensure that Non-Scheduled Facilities (which do not have Separately Certified Components) incur Facility Reserve Capacity Deficit Refunds if they are in Commercial Operation but have not yet demonstrated they can meet their Required Level. |

4.26.1A. BANANAS must calculate the Reserve Capacity Deficit refund for each Facility f, for which a Market Participant holds Capacity Credits, (“**Facility Reserve Capacity Deficit Refund**”) in each Trading Interval t as the lesser of:

(a) the product of:

i. the Trading Interval Refund Rate, calculated under clause 4.26.1(a), applicable to Facility f in Trading Interval t; and

ii. the Reserve Capacity Deficit for Facility f in Trading Interval t, where the Reserve Capacity Deficit for Facility f in Trading Interval t is equal to whichever of the following applies:

1. if Facility f is not a Registered Facility then the number of Capacity Credits associated with Facility f in Trading Interval t;

2. if Facility f is considered by BANANAS to have not been in Commercial Operation in Trading Interval t and is either a Scheduled Facility, a Semi-Scheduled Facility or a Non-Scheduled Facility, the number of Capacity Credits associated with Facility f;

3. if Facility f is considered by BANANAS to have been in Commercial Operation in Trading Interval t and is either a Scheduled Facility or a Semi-Scheduled Facility:

where:

i. CCIG(f,t) is the number of Capacity Credits held for Facility f associated with Separately Certified Components of Facility f which are Intermittent Generating Systems of the Facility in Trading Interval t;

ii. RL(f,t) is the Required Level for Facility f, adjusted to 100 percent of the level of Capacity Credits held for Facility f in Trading Interval t;

iii. MAX2(f,t) is the second highest value of the output for Facility f (in MWh) achieved for a Trading Interval during the Trading Day in which Trading Interval t falls, as measured in Meter Data Submissions received by BANANAS in accordance with section 8.4, that has been achieved since the date BANANAS determined the Facility to be in Commercial Operation up to the relevant Trading Day, where this value must be set equal to or greater than the Max2 applied by BANANAS for the previous Trading Day;

iv. A(f,t) is the level of output (in MW) detailed in the most recent report provided prior to Trading Interval t by the Market Participant for Facility f under clause 4.13.10C; and

v. RTMRCD(f,t) is the Real-Time Market Reserve Capacity Deficit determined for Facility f in Trading Interval t under clause 4.26.1B;

4. if Facility f is considered by BANANAS to have been in Commercial Operation in Trading Interval t and is a Non‑Scheduled Facility:

where:

i. CC(f,t) is the number of Capacity Credits held for Facility f in Trading Interval t;

ii. RL(f,t) is the Required Level for Facility f, adjusted to 100 percent of the level of Capacity Credits held for Facility f in Trading Interval t;

iii. MAX2(f,t) is the second highest value of the output for Facility f (in MWh) achieved for a Trading Interval during the Trading Day in which Trading Interval t falls, as measured in Meter Data Submissions received by BANANAS in accordance with section 8.4, that has been achieved since the date BANANAS determined the Facility to be in Commercial Operation up to the relevant Trading Day, where this value must be set equal to or greater than the Max2 applied by BANANAS for the previous Trading Day; and

iv. A(f,t) is the level of output (in MW) detailed in the most recent report provided prior to Trading Interval t by the Market Participant for Facility f under clause 4.13.10C; and

5. if Facility f is a Demand Side Programme, the capacity shortfall calculated as:

max (0, RCOQ(f,t) − max(0, (RD(f,t) − DSPMinLoad(f,t))))

where:

i. RCOQ(f,t) is the Reserve Capacity Obligation Quantity determined for Facility f in Trading Interval t;

ii. RD is the Relevant Demand for Facility f in Trading Interval t as determined in accordance with clause 4.26.2CA; and

iii. DSPMinLoad is the sum of the MW quantities of Minimum Consumption for Facility f’s Associated Loads in Trading Interval t; and

(b) the Maximum Facility Refund for the Facility in the relevant Capacity Year, less all Facility Reserve Capacity Deficit Refunds applicable to the Facility in previous Trading Intervals falling in the same Capacity Year.

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| **Explanatory Note**  Clause 4.26.1B sets out the calculation for the Real-Time Market Reserve Capacity Deficit for a Facility for a Trading Interval. For Scheduled Facilities and Semi-Scheduled Facilities, the Real-Time Market Reserve Capacity Deficit is the lesser of the Facility’s RCOQ and the sum of the following quantities:   * Capacity Adjusted Forced Outage Quantity; * Not In-Service Capacity Refund Quantity; * ESR Charge Shortfall; * Real-Time Market Offer Shortfall; * Refund Payable Planned Outage quantity for Non-Intermittent Generating Systems; and * Refund Payable Planned Outage quantity for Electric Storage Resources.   Clause 4.26.1B is further amended to remove references to Non-Scheduled Facilities because the proposed changes to clause 4.26.1A remove the need to calculate a Real-Time Market Reserve Capacity Deficit value for a Non-Scheduled Facility.  Clauses 4.26.1B, 4.26.1C and 4.26.1CA are amended to:   * replace the terms ‘Refund Exempt Planned Outage’ and ‘Refund Payable Planned Outage’ with ‘Refund Exempt Planned Outage Quantity’ and ‘Refund Payable Planned Outage Quantity’, to clarify that BANANAS’s determinations apply to Capacity Adjusted Planned Outage Quantities rather than Planned Outages; * clarify that clause 4.26.1C applies to Separately Certified Components that are Non‑Intermittent Generating Systems, while clause 4.26.1CA applies to Separately Certified Components that are Electric Storage Resources; and * clarify that a Refund Exempt Planned Outage Count is calculated for a Separately Certified Component and a period of time. |

4.26.1B. BANANAS must calculate the Real-Time Market Reserve Capacity Deficit for each Scheduled Facility or Semi-Scheduled Facility f for each Trading Interval t in which BANANAS considers the Facility to have been in Commercial Operation as:

where:

(a) RCOQ(f,t) is the Reserve Capacity Obligation Quantity determined for Facility f in Trading Interval t;

(b) CAFO(f,t) is the Capacity Adjusted Forced Outage Quantity determined for Facility f in Trading Interval t under clause 3.21.7B;

(c) NISCRQ(f,t) is the Not In-Service Capacity Refund Quantity determined for Facility f in Trading Interval t under clause 4.26.1D;

(d) ESRCSF(f,t) is the ESR Charge Shortfall determined for Facility f in Trading Interval t under clause 4.26.1E;

(e) RTMOSF(f,t) is the Real-Time Market Offer Shortfall determined for Facility f in Trading Interval t under clause 4.26.1G;

(f) NIMGRPPO(f,t) is the total Refund Payable Planned Outage Quantity determined for Separately Certified Components of Facility f which are Non‑Intermittent Generating Systems in Trading Interval t under clause 4.26.1C; and

(g) ESRRPPO(f,t) is the total Refund Payable Planned Outage Quantity determined for Separately Certified Components of Facility f which are Electric Storage Resources in Trading Interval t under clause 4.26.1CA.

4.26.1C. If the Capacity Adjusted Planned Outage Quantity in a Trading Interval for a Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility which is a Non‑Intermittent Generating System is greater than zero, then BANANAS must determine that Capacity Adjusted Planned Outage Quantity to be:

(a) if the Refund Exempt Planned Outage Count for the Separately Certified Component, calculated over the 1000 Trading Days preceding the Trading Day in which the Trading Interval falls, is less than 8400, a Refund Exempt Planned Outage Quantity; or

(b) otherwise, a Refund Payable Planned Outage Quantity.

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| **Explanatory Note**  Clause 4.26.1CA sets out the requirements for classifying Planned Outages of storage facilities or Facilities containing a storage component as liable or exempt from refunds. See also the Explantory Note to clause 4.26.1B. |

4.26.1CA. If the Capacity Adjusted Planned Outage Quantity in a Trading Interval for a Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility which is an Electric Storage Resource is greater than zero, then BANANAS must determine that Capacity Adjusted Planned Outage Quantity to be:

(a) if the Refund Exempt Planned Outage Count for the Separately Certified Component, calculated over the 1000 Trading Days preceding the Trading Day in which the Trading Interval falls, is less than 1400, a Refund Exempt Planned Outage Quantity; or

(b) otherwise, a Refund Payable Planned Outage Quantity.

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| **Explanatory Note**  Clause 4.26.1D requires BANANAS to calculate Not In-Service Capacity Refund Quantities for each Trading Interval for each Scheduled Facility or Semi-Scheduled Facility in Commercial Operation. The calculation caps the Not In-Service Capacity quantities that are determined under clause 7.13A.1 for each Dispatch Interval to ensure that total refund quantities do not exceed the Facility’s RCOQ, and then averages the resulting values to produce a Trading Interval quantity. |

4.26.1D. BANANAS must calculate the Not In-Service Capacity Refund Quantity for each Scheduled Facility or Semi-Scheduled Facility f for each Trading Interval t in which BANANAS considers the Facility to have been in Commercial Operation as:

NISCRQ(f,t) =

where:

(a) RCOQ(f,DI) is the Reserve Capacity Obligation Quantity determined for Facility f in Dispatch Interval DI;

(b) CAFO(f,DI) is the Capacity Adjusted Forced Outage Quantity determined for Facility f in Dispatch Interval DI under clause 3.21.7C;

(c) NISCap(f,DI) is the Not In-Service Capacity quantity determined for Facility f in Dispatch Interval DI under clause 7.13A.1; and

(d) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  Clause 4.26.1E requires BANANAS to calculate ESR Charge Shortfall quantities for each Trading Interval for each Scheduled Facility or Semi-Scheduled Facility in Commercial Operation. The Dispatch Interval shortfall quantities that are determined under clause 4.26.1F for each Electric Storage Resource are used to calculate a Trading Interval quantity for the Facility. |

4.26.1E. BANANAS must calculate the ESR Charge Shortfall for each Scheduled Facility or Semi-Scheduled Facility f for each Trading Interval t in which BANANAS considers the Facility to have been in Commercial Operation as:

ESRChargeShortfall(f,t) =

where:

(a) ESRCSF(c,DI) is the capacity shortfall in MW determined for Separately Certified Component c in Dispatch Interval DI under clause 4.26.1F;

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t; and

(c) c∈f denotes all Separately Certified Components c of Facility f that are Electric Storage Resources.

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| **Explanatory Note**  Clause 4.26.1F specifies the ESR charge shortfall calculation for a single Separately Certified Component for a Dispatch Interval. The calculation is capped to ensure that total refund quantities do not exceed the Electric Storage Resource’s RCOQ. |

4.26.1F. ESRCSF(c,DI) for Separately Certified Component c (which is an Electric Storage Resource) for Dispatch Interval DI is:

ESRCSF(c,DI) =

where:

(a) RCOQ(c,DI) is the Reserve Capacity Obligation Quantity determined for Separately Certified Component c in Dispatch Interval DI;

(b) CAFO(c,DI) is the Capacity Adjusted Forced Outage Quantity determined for Separately Certified Component c in Dispatch Interval DI under clause 3.21.7;

(c) ChargeLevel(c,DI) is the Charge Level in MWh, or alternative estimate from BANANAS where the Charge Level is not available, of Separately Certified Component c determined at the start of Dispatch Interval DI; and

(d) MinChargeLevel(c,DI) is the minimum Charge Level capability in MWh as specified in Standing Data for Separately Certified Component c in Dispatch Interval DI.

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| **Explanatory Note**  In the new WEM, Market Participants must offer adequate capacity into the Real-Time Market to cover the RCOQ for their Registered Facilities. Clause 4.26.1G requires BANANAS to calculate Real‑Time Market Offer Shortfall quantities for each Trading Interval for each Scheduled Facility or Semi-Scheduled Facility in Commercial Operation. The calculation converts the Dispatch Interval shortfall quantities calculated for a Facility under clause 4.26.1H to a Trading Interval quantity, which is then capped to ensure that total refund quantities do not exceed the Facility’s RCOQ.  Industry feedback expressed the view that including real-time offer shortfall calculations was not required as the requirement to lodge a Forced Outage was still in place. It is correct that if a Forced Outage is lodged no refund would apply under this calculation, but including consideration of offer shortfalls means the shortfall will immediately be reflected in settlement regardless of the timing or action of the outage. |

4.26.1G. BANANAS must determine the shortfall in Reserve Capacity offered into the Real‑Time Market (“Real-Time Market Offer Shortfall”) for each Scheduled Facility or Semi-Scheduled Facility f for each Trading Interval t in which BANANAS considers the Facility to have been in Commercial Operation as:

where:

(a) RTMOSF(f,DI) is the shortfall in Reserve Capacity offered into the Real‑Time Market determined for Facility f in Dispatch Interval DI under clause 4.26.1H;

(b) CAFO(f,t) is the Capacity Adjusted Forced Outage Quantity determined for Facility f in Trading Interval t under clause 3.21.7B;

(c) NISCRQ(f,t) is the Not In-Service Capacity Refund Quantity determined for Facility f in Trading Interval t under clause 4.26.1D; and

(d) ESRCSF(f,t) is the ESR Charge Shortfall determined for Facility f in Trading Interval t under clause 4.26.1E.

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| **Explanatory Note**  Clause 4.26.1H calculates the shortfall in capacity offered in Real-Time Market Offers for a Facility for a Dispatch Interval. |

4.26.1H. RTMOSF(f,DI) for Facility f in Dispatch Interval DI is:

where:

(a) RCOQ(f,DI) is the Reserve Capacity Obligation Quantity determined for Facility f in Dispatch Interval DI; and

(b) OfferAvail(f,DI) is the total MW quantity included in Real-Time Market Offers for energy from Facility f in Dispatch Interval DI (whether offered as Available Capacity or In-Service Capacity) that were used to calculate Dispatch Instructions and Market Clearing Prices for that Dispatch Interval.

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| **Explanatory Note**  The obligation on BANANAS to calculate Generation Reserve Capacity Deficit Refunds is moved from clause 4.26.1B to clause 4.26.1I.  Clause 4.26.1I is amended to clarify that the Generation Reserve Capacity Deficit Refund calculation for a Market Participant includes any Facility Reserve Capacity Deficit Refunds for unregistered Facilities with an indicative Facility Class of Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility. |

4.26.1I. BANANAS must calculate the Generation Reserve Capacity Deficit Refund for each Market Participant for each Trading Interval as the sum of the Facility Reserve Capacity Deficit Refunds for the Trading Interval for each Facility with a Facility Class (or, for an unregistered Facility, an indicative Facility Class) of Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility, for which the Market Participant holds Capacity Credits in the Trading Interval.

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| **Explanatory Note**  Clause 4.26.1J requires a Market Participant to report a Forced Outage where a Scheduled Facility or Semi-Scheduled Facility (with an RCOQ greater than zero) has not complied with a Dispatch Instruction.  The obligation to report a Forced Outage has been extended to cover Semi-Scheduled Facilities that contain an Electric Storage Resource or Non-Intermittent Generating System, where the Facility fails to meet its Dispatch Target or Dispatch Cap (if the Dispatch Target or Cap does not exceed the Facility’s RCOQ), or else fails to inject its RCOQ (where the Dispatch Target or Cap exceeds the Facility’s RCOQ). |

4.26.1J. Where a Scheduled Facility or a Semi-Scheduled Facility that has a Reserve Capacity Obligation Quantity greater than zero for a Dispatch Interval:

(a) has been issued a Dispatch Target or a Dispatch Cap less than or equal to its Reserve Capacity Obligation Quantity and did not Inject at a level of the Dispatch Cap or Dispatch Target during the Dispatch Interval; or

(b) has been issued a Dispatch Target or a Dispatch Cap greater than its Reserve Capacity Obligation Quantity and did not Inject at least at a level of the Reserve Capacity Obligation Quantity during the Dispatch Interval,

the Market Participant for the Facility must, as soon as practicable at the end of the Dispatch Interval, or in any event, within 24 hours of the end of the Dispatch Interval, submit a Forced Outage in accordance with the WEM Procedure specified in clause 3.21.10.

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| **Explanatory Note**  Changes to the Net STEM Shortfall calculation are required to:   * remove references to ESS quantities (currently Ancillary Service quantities), which will no longer be relevant to the calculation; * convert inputs that will be provided on a Dispatch Interval basis to Trading Interval quantities; * convert loss-adjusted STEM quantities to their sent out equivalents, to allow a more appropriate comparison with RCOQ (which is determined on a sent out basis); and * use RCOQ and capacity adjusted outage values determined “at the time of Bilateral Submission Cutoff” - Tranche 5 will contain further amendments to distinguish between the RCOQs that apply for the purpose of Scheduling Day obligations and the calculation of Net STEM Shortfall (based on the approved Outages and Commissioning Test Plans at Bilateral Submission Cutoff) and the RCOQs that apply for the Real-Time Market and other capacity refund calculations.   Clause 4.26.2 is deleted and replaced with clauses 4.26.2AA to 4.26.2AH (inclusive). |

4.26.2. [Blank]

4.26.2A. [Blank]

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| **Explanatory Note**  For each Trading Interval, a Market Participant is required to provide a quantity of capacity through the Bilateral Submission and STEM Submission processes (CAPASTEM(p,t)) that is greater than or equal to the ‘required’ quantity for that Market Participant and Trading Interval (STEMREQ(p,t)), or else pay a refund on the shortfall. However, the shortfall calculation is capped (using RTCR(p,t)) to ensure that capacity which incurs a Facility Reserve Capacity Deficit Refund is not also subject to a Net STEM Refund. |

4.26.2AA. BANANAS must determine the net STEM shortfall (“Net STEM Shortfall”) in Reserve Capacity supplied by each Market Participant p holding Capacity Credits for one or more Scheduled Facilities, Semi-Scheduled Facilities or Non-Scheduled Facilities in each Trading Interval t as:

where:

(a) STEMREQ(p,t) is determined for Market Participant p in Trading Interval t under clause 4.26.2AB;

(b) CAPASTEM(p,t) is determined for Market Participant p in Trading Interval t under clause 4.26.2AE; and

(c) RTCR(p,t) is determined for Market Participant p in Trading Interval t under clause 4.26.2AH.

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| **Explanatory Note**  Clause 4.26.2AB sets the STEM requirement quantity for a Market Participant in a Trading Interval to the average of the STEM requirement quantities determined under clause 4.26.2AC for the Market Participant for each Dispatch Interval. |

4.26.2AB. STEMREQ(p,t) for Market Participant p in Trading Interval t is:

where:

(a) STEMREQ(p,DI) is determined for Market Participant p in Dispatch Interval DI under clause 4.26.2AC; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  Clause 4.26.2AC sets the STEM requirement quantity for a Market Participant in a Dispatch Interval to the sum of the STEM requirement quantities determined under clause 4.26.2AD for each of the Market Participant’s relevant Facilities in that Dispatch Interval. |

4.26.2AC. STEMREQ(p,DI) for Market Participant p in Dispatch Interval DI is:

where:

(a) STEMFREQ(f,DI) is determined for Facility f in Dispatch Interval DI under clause 4.26.2AD; and

(b) f∈SFFacilities(p,DI) denotes all Scheduled Facilities and Semi-Scheduled Facilities for which Market Participant p holds Capacity Credits in Dispatch Interval DI and which BANANAS considers to be in Commercial Operation in Dispatch Interval DI.

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| **Explanatory Note**  Clauses 4.26.2AD and 4.26.2AG have been amended to use STEM Reserve Capacity Obligation Quantities. Clauses 4.26.2AD and 4.26.2AH have been amended to replace the references to CAPO and CAFO quantities determined at the time of Bilateral Submission Cutoff with references to estimates of CAPO and CAFO quantities determined by BANANAS on the Scheduling Day for the relevant Trading Day in accordance with Chapter 6.  Clause 4.26.2AD is further amended to include a specific clause reference for the calculation of STEMCAFO(f,DI) values. |

4.26.2AD. STEMFREQ(f,DI) for Facility f in Dispatch Interval DI is:

where:

(a) STEMRCOQ(f,DI) is the STEM Reserve Capacity Obligation Quantity determined for Facility f in Dispatch Interval DI;

(b) STEMCAFO(f,DI) is the estimate of the Capacity Adjusted Forced Outage Quantity for Facility f in Dispatch Interval DI determined on the Scheduling Day for the relevant Trading Day under clause 6.3A.3(g); and

(c) CAFO(f,DI) is the Capacity Adjusted Forced Outage Quantity determined for Facility f in Dispatch Interval DI under clause 3.21.7C.

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| **Explanatory Note**  Clause 4.26.2AE calculates the quantity of capacity deemed to have been provided through the Bilateral Submission and STEM Submission processes by a Market Participant in a Trading Interval. This quantity is the ‘sent out’ MW equivalent of the sum of the Market Participant’s:   * Net Contract Position; * STEM Offers that were not scheduled in the STEM Auction; and * STEM Bids that were scheduled in the STEM Auction. |

4.26.2AE. CAPASTEM(p,t) for Market Participant p in Trading Interval t is:

(a) where the STEM Auction has been suspended by BANANAS in accordance with section 6.10 or where STEMREQ(p,t)=0:

(b) otherwise:

where:

i. STEMREQ(p,t) is determined for Market Participant p in Trading Interval t under clause 4.26.2AB;

ii. NCP(p,t) is Market Participant p’s Net Contract Position for Trading Interval t in MWh;

iii. UnclearedSTEMOffers(p,t) is the total MWh quantity covered by the STEM Offers which were not scheduled in the relevant STEM Auction, determined by BANANAS for Market Participant p under section 6.9 for Trading Interval t;

iv. ClearedSTEMBids(p,t) is the total MWh quantity covered by the STEM Bids which were scheduled in the relevant STEM Auction, determined by BANANAS for Market Participant p under section 6.9 for Trading Interval t; and

v. LF(p,t) is determined for Market Participant p in Trading Interval t under clause 4.26.2AF.

4.26.2AF. LF(p,t) for Market Participant p for Trading Interval t is:

where:

(a) LF(p,DI) is the capacity obligation weighted average of the Loss Factors for Market Participant p’s Scheduled Facilities and Semi-Scheduled Facilities in Dispatch Interval DI determined under clause 4.26.2AG; and

(b) DI∊t denotes all Dispatch Intervals in Trading Interval t.

4.26.2AG. LF(p,DI) for Market Participant p in Dispatch Interval DI is:

where:

(a) LossFactor(f,DI) is the Loss Factor for Facility f in Dispatch Interval DI;

(b) STEMRCOQ(f,DI) is the STEM Reserve Capacity Obligation Quantity determined for Facility f in Dispatch Interval DI; and

(c) f∈SFFacilities(p,DI) denotes all Scheduled Facilities and Semi-Scheduled Facilities for which Market Participant p holds Capacity Credits in Dispatch Interval DI and which BANANAS considers to be in Commercial Operation in Dispatch Interval DI.

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| **Explanatory Note**  Clause 4.26.2AH calculates RTCR(p,t), which is used in the Net STEM Shortfall calculation to prevent a Net STEM Shortfall from being calculated for capacity that is already subject to a Facility Reserve Capacity Deficit Refund.  Clause 4.26.2AH is further amended to:   * include a specific clause reference for the calculation of STEMCAPO(f,t) values (as presented in Exposure Draft 1); * replace the term ‘Refund Payable Planned Outage’ with ‘Refund Payable Planned Outage Quantity’, to clarify that BANANAS’s determinations apply to Capacity Adjusted Planned Outage Quantities rather than Planned Outages; and * clarify that clause 4.26.1C applies to Separately Certified Components that are Non‑Intermittent Generating Systems, while clause 4.26.1CA applies to Separately Certified Components that are Electric Storage Resources. |

4.26.2AH. RTCR(p,t) for Market Participant p in Trading Interval t is:

where:

(a) CAFO(f,t) is the Capacity Adjusted Forced Outage Quantity determined for Facility f in Trading Interval t under clause 3.21.7B;

(b) NISCRQ(f,t) is the Not In-Service Capacity Refund Quantity determined for Facility f in Trading Interval t under clause 4.26.1D;

(c) ESRCSF(f,t) is the ESR Charge Shortfall determined for Facility f in Trading Interval t under clause 4.26.1E;

(d) RTMOSF(f,t) is the Real-Time Market Offer Shortfall determined for Facility f in Trading Interval t under clause 4.26.1G;

(e) NIMGRPPO(f,t) is the total Refund Payable Planned Outage Quantity determined for Separately Certified Components of Facility f which are Non-Intermittent Generating Systems in Trading Interval t under clause 4.26.1C;

(f) ESRRPPO(f,t) is the total Refund Payable Planned Outage Quantity determined for Separately Certified Components of Facility f which are Electric Storage Resources in Trading Interval t under clause 4.26.1CA;

(g) STEMCAPO(f,t) is the estimate of the Capacity Adjusted Planned Outage Quantity for Facility f in Trading Interval t determined on the Scheduling Day for the relevant Trading Day under clause 6.3A.3(g); and

(h) f∈SFFacilities(p,t) denotes all Scheduled Facilities and Semi-Scheduled Facilities for which Market Participant p holds Capacity Credits in Trading Interval t and which BANANAS considers to be in Commercial Operation in Trading Interval t.

4.26.2B. [Blank]

4.26.2C. [Blank]

4.26.2CA. The Relevant Demand of a Demand Side Programme for a Trading Day d in a Capacity Year is the lesser of:

(a) a value determined for the Demand Side Programme using the methodology set out in Appendix 10; and

(b) the sum of Individual Reserve Capacity Requirement Contributions of the Associated Loads of the Demand Side Programme for the Trading Month in which Trading Day d falls.

4.26.2CB. For the purposes of step 2(c) of Appendix 10:

(a) a Market Participant may submit a Consumption Deviation Application to BANANAS in accordance with the WEM Procedure referred to in clause 4.26.2CE, in respect of an Associated Load for the previous Capacity Year, if:

i. the level of consumption of the Associated Load was affected in a Trading Interval; and

ii. the Market Participant considers that the deviation in the level of consumption was due to:

1. a request received from BANANAS; or

2. a maintenance event; and

(b) BANANAS must accept or reject a Consumption Deviation Application submitted under clause 4.26.2CB(a) by the time specified in clause 4.26.2CG.

4.26.2CC. BANANAS may charge an Application Fee to cover its costs of requesting clarification or further information of any aspect of a Consumption Deviation Application in accordance with clause 4.26.2CF.

4.26.2CD. A Consumption Deviation Application submitted under clause 4.26.2CB(a) must:

(a) subject to clause 4.26.2CH, be submitted as soon as practicable but, in any event, on or before 31 October in the Capacity Year to which the Relevant Demand applies; and

(b) contain, or be accompanied by, the information specified in the WEM Procedure referred to in clause 4.26.2CE.

4.26.2CE. BANANAS must specify the following matters in a WEM Procedure:

(a) the process that a Market Participant must follow when submitting a Consumption Deviation Application for an Associated Load under clause 4.26.2CB(a);

(b) the information and supporting evidence that a Market Participant must provide in its Consumption Deviation Application submitted under clause 4.26.2CB(a);

(c) the process that BANANAS must follow when it receives a Consumption Deviation Application submitted under clause 4.26.2CB(a);

(d) the criteria that BANANAS must consider when deciding whether to accept or reject a Consumption Deviation Application submitted under clause 4.26.2CB(a); and

(e) for the purposes of step 2(c) of Appendix 10, the process that BANANAS must follow when estimating what the consumption of an Associated Load would have been if it had not been affected by the matters set out in the Consumption Deviation Application.

4.26.2CF. If it considers it reasonably necessary to assess the Consumption Deviation Application, BANANAS may request clarification or further information of any aspect of the Consumption Deviation Application submitted under clause 4.26.2CB(a). Any clarification or information received is deemed to be part of the Consumption Deviation Application.

4.26.2CG. BANANAS must accept or reject a Consumption Deviation Application submitted by a Market Participant in accordance with clause 4.26.2CB(a) within 10 Business Days of the later of:

(a) receipt of the Consumption Deviation Application; and

(b) receipt of any clarification or information provided under clause 4.26.2CF.

4.26.2CH. A Consumption Deviation Application for a Load that was first associated with a Demand Side Programme under clause 2.29.5G, for the Market Participant submitting the Consumption Deviation Application, after the date referred to in clause 4.26.2CD, must be submitted on or before the date which is 30 days from commencement of the Association Period for that Associated Load.

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| **Explanatory Note**  Clause 4.26.2D is amended to reflect that:   * Demand Side Programmes have an “effective” Dispatch Instruction for every Trading Interval, albeit that the effective Dispatch Instruction usually contains a zero MW quantity; and * DIMW(f,t) values will be provided under clause 7.13.5 and will be MW rather MWh values. |

4.26.2D. BANANAS must determine the capacity shortfall in Reserve Capacity (“Capacity Shortfall”) supplied by each Market Participant holding Capacity Credits associated with a Demand Side Programme f in each Trading Interval t relative to its Reserve Capacity Obligation Quantity as:

(a) where BANANAS has issued a Dispatch Instruction with a non-zero MW quantity under section 7.6 to the Demand Side Programme f for the Trading Interval:

max(0, min(RCOQ(f,t), DIMW(f,t)) – max (0, RD(f,t) – DSPLMW(f,t)))

where

RCOQ(f,t) is the Reserve Capacity Obligation Quantity of the Demand Side Programme f for Trading Interval t (in MW);

DIMW(f,t) is the quantity by which the Demand Side Programme f was instructed by BANANAS to curtail the absolute value of its Withdrawal in Trading Interval t as specified by BANANAS in accordance with clause 7.13.5;

RD(f,t) is the Relevant Demand of the Demand Side Programme f for the Trading Day the Trading Interval t falls on, determined by BANANAS in accordance with clause 4.26.2CA; and

DSPLMW(f,t) is the Demand Side Programme Load of the Demand Side Programme f in Trading Interval t, multiplied by two to convert to units of MW; and

(b) zero, where BANANAS has issued a Dispatch Instruction with a zero MW quantity under section 7.6 to the Demand Side Programme f for Trading Interval t.

4.26.2E. For each Market Participant holding Capacity Credits, BANANAS must determine the amount of the refund (“**Capacity Cost Refund**”) to be applied for Trading Day d as the sum of the Trading Interval Capacity Cost Refunds of every Trading Interval in the Trading Day d, as calculated in accordance with clause 4.26.2F.

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| **Explanatory Note**  Clause 4.26.2F is amended to:   * remove the reference to Electric Storage Resources in clause 4.26.2F(a)(i), which is redundant because an Energy Producing System is defined as “one or more electricity producing units, such as generation systems or Electric Storage Resources, located behind a single network connection point or electrically connected behind two or more shared network connection points”; and * improve the clarity of clause 4.26.2F(b), and in particular to clarify that the calculation includes Demand Side Programme Capacity Cost Refunds for unregistered Facilities with an indicative Facility Class of Demand Side Programme. |

4.26.2F. The Trading Interval Capacity Cost Refund for Market Participant p and Trading Interval t is the sum of:

(a) either:

i. where Market Participant p holds Capacity Credits associated with an Energy Producing System, the Generation Capacity Cost Refund for Market Participant p for Trading Interval t, determined in accordance with clause 4.26.3; or

ii. zero, otherwise; and

(b) the sum of the Demand Side Programme Capacity Cost Refunds for Trading Interval t for each Facility with a Facility Class (or, for an unregistered Facility, an indicative Facility Class) of Demand Side Programme for which Market Participant p holds Capacity Credits in Trading Interval t.

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| **Explanatory Note**  Clause 4.26.3 is amended to remove a redundant reference to Electric Storage Resources. |

4.26.3. The Generation Capacity Cost Refund for Trading Interval t in Capacity Year y for a Market Participant p holding Capacity Credits associated with an Energy Producing System is the lesser of:

(a) the Maximum Participant Generation Refund determined for Market Participant p and Capacity Year y less all Generation Capacity Cost Refunds applicable to Market Participant p in previous Trading Interval t falling in Capacity Year y; and

(b) the Generation Reserve Capacity Deficit Refund for Market Participant p and Trading Interval t, plus the Net STEM Refund in Trading Interval t for Market Participant p, where the Net STEM Refund is calculated as follows:

where:

i. N STEM Refund(p, t) is the Net STEM Refund for Market Participant p in Trading Interval t;

ii. TIRR weighted(p, t) is the weighted average of the Trading Interval Refund Rate in Trading Interval t for each Registered Facility that Market Participant p holds Capacity Credits for and is calculated as follows:

where:

1. F denotes the set of all Registered Facilities registered to Market Participant p in Trading Interval t, for which Market Participant p holds Capacity Credits in Trading Interval t, excluding Demand Side Programmes and f is a Facility within that set;

2. TIRR(f, t) is the Trading Interval Refund Rate for Facility f in Trading Interval t; and

3. CC(f,t) is the number of Capacity Credits associated with Facility f in Trading Interval t; and

iii. N STEM Short(p, t) is the Net STEM Shortfall for Market Participant p in Trading Interval t.

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| **Explanatory Note**  Clause 4.26.3A is amended to clarify the treatment of unregistered Facilities with an indicative Facility Class of Demand Side Programme. |

4.26.3A. The Demand Side Programme Capacity Cost Refund for Trading Interval t for a Facility f with a Facility Class (or, for an unregistered Facility, an indicative Facility Class) of Demand Side Programme is equal to the lesser of:

(a) the Maximum Facility Refund for Facility f in the Capacity Year the Trading Interval t falls in, less all Demand Side Programme Capacity Cost Refunds applicable to the Facility in previous Trading Intervals falling in the same Capacity Year; and

(b) the sum of:

i. either:

1. if Facility f is a Registered Facility:

where:

S is the Capacity Shortfall in MW determined in accordance with clause 4.26.2D in Trading Interval t, and

TIRR(f,t) is the Trading Interval Refund Rate for Facility f in Trading Interval t; or

2. otherwise, zero; and

ii. the Facility Reserve Capacity Deficit Refund for Trading Interval t for Facility f, determined in accordance with clause 4.26.1A.

4.26.4. For each Market Participant holding Capacity Credits associated with a Scheduled Facility, Semi Scheduled Facility or a Demand Side Programme, BANANAS must determine the amount of the rebate (“**Participant Capacity Rebate**”) to be applied for Trading Interval t as the sum of all Facility Capacity Rebates determined in accordance with clause 4.26.6.

4.26.5. [Blank]

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| **Explanatory Note**  Clause 4.26.6(b) is amended to accommodate the removal of Capacity Refunds for Demand Side Management seeking a voluntary reduction of Capacity Credits. (clause 4.25.4E).  Clause 4.26.6(e)(ii)(2) has been amended to remove the now invalid reference to clause 4.12.4(c).  Clause 4.26.6(e)(i)(3) is further amended to simplify the test in that clause by limiting it to Generation Capacity Cost Refunds and the Maximum Participant Generation Refund (which are already defined and calculated). It is not necessary to include Demand Side Programme Facilities in the test because the refunds for each such Facility are capped on a Facility basis.  Clause 4.26.6(e)(ii)(4) is removed because the test in that clause is unnecessary - if the Facility passes the test in clause 4.26.6(e)(ii)(3), then the Market Participant would never fail the test in clause 4.26.6(e)(ii)(4), because of the way that caps are applied to the refunds of the Market Participant’s other Facilities. |

4.26.6. The Facility Capacity Rebate in Trading Interval t for Facility f, being a ScheduledFacility, Semi-Scheduled Facility or a Demand Side Programme for which a Market Participant holds Capacity Credits:

where:

(a) FCR(f, t) is the Facility Capacity Rebate for Facility f in the Trading Interval t;

(b) TAR(t) is the sum of all Trading Interval Capacity Cost Refunds for all Market Participants in Trading Interval t;

(c) F is the set of Facilities, being Scheduled Facilities, Semi-Scheduled Facilities and Demand Side Programmes and f is a Facility within that set;

(d) CShare(f,t) for a Facility f in a Trading Interval t is the Facility’s Reserve Capacity Obligation Quantity less any Forced Outages in Trading Interval t determined as follows:

i. for a Scheduled Facility or Semi-Scheduled Facility, the greater of zero and:

1. the Reserve Capacity Obligation Quantity for Facility f in Trading Interval t; less

2. the Capacity Adjusted Forced Outage Quantity for Facility f in Trading Interval t calculated in 3.21.7B; and

ii. for a Demand Side Programme, the lesser of:

1. the Demand Side Programme Load multiplied by two so as to be a MW quantity less the sum of the Minimum Consumptions in MW for each of the Facility’s Associated Loads; and

2. the Demand Side Programme’s Reserve Capacity Obligation Quantity in t; and

(e) E(f, t) is the eligibility of Facility f in Trading Interval t, equal to:

i. one for any Facility which is a Scheduled Facility or Semi-Scheduled Facility and the following applies:

1. the Facility has a Sent Out Metered Schedule greater than zero in any one of the 1,440 Trading Intervals prior to and including Trading Interval t;

2. the sum of the Facility Reserve Capacity Deficit Refunds for Facility f, in Capacity Year y that the Trading Interval t falls in, for Trading Intervals prior to and including Trading Interval t, is less than the Maximum Facility Refund for Facility f in Capacity Year y; and

3. the sum of the Generation Capacity Cost Refunds in Capacity Year y that the Trading Interval t falls in, for Trading Intervals prior to and including Trading Interval t, for the Market Participant p to which the Facility is registered, is less than the Maximum Participant Generation Refund for Market Participant p for Capacity Year y; and

ii. one for any Facility which is a Demand Side Programme and the following applies:

1. the Facility received a Dispatch Instruction to reduce consumption in any one of the 1,440 Trading Intervals prior to and including Trading Interval t;

2. the Reserve Capacity Obligation Quantity for the Demand Side Programme does not equal zero in Trading Interval t; and

3. the sum of the Demand Side Programme Capacity Cost Refunds for Facility f, in Capacity Year y that the Trading Interval t falls in, for Trading Intervals prior to and including Trading Interval t, is less than the Maximum Facility Refund for Facility f in Capacity Year y; and

iii. zero otherwise.

4.27. Reserve Capacity Performance Monitoring

4.27.1. [Blank]

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| **Explanatory Note**  Clause 4.27.2 is amended in line with the new registration taxonomy. |

4.27.2. By the 25th day of each month, BANANAS must assess the number of Equivalent Planned Outage Hours taken in the preceding 12 Trading Months by each Scheduled Facility and Semi-Scheduled Facility assigned Capacity Credits for the current Capacity Year.

4.27.3. If the number of Equivalent Planned Outage Hours for a Facility, as determined under clause 4.27.2, exceeds 1,750 hours for the preceding 12 Trading Months, BANANAS may require the Market Participant holding Capacity Credits for that Facility to provide to BANANAS:

(a) a Reserve Capacity Performance Report as described in clause 4.27.4; and

(b) a Reserve Capacity Performance Improvement Report as described in clause 4.27.4A, to be provided at intervals specified by BANANAS, but not more frequently than once per quarter.

4.27.3A. In making its decision whether to require a report under clause 4.27.3, BANANAS must assess whether the number of Equivalent Planned Outage Hours taken by the Facility in the previous 12 Trading Months was attributable to specific, infrequent events or is indicative of an underlying performance deficiency, and may consider any matters it deems relevant in making this assessment.

4.27.4. A Reserve Capacity Performance Report must include:

(a) explanations of all Planned Outages taken by the Facility in the 12 Trading Months referred to in clause 4.27.2;

(b) a statement of the expected maximum number of days of Planned Outages to be taken by the Facility in each of the next 36 Trading Months commencing from the Trading Month in which the report is requested, including adequate explanation to make clear the reason for each Planned Outage;

(bA) the relationship of the Planned Outages to the long term asset management strategy and established maintenance plan for the Facility;

(c) measures being undertaken or proposed by the Market Participant to increase the availability of the Facility, and their actual and anticipated effect on the frequency of Planned Outages; and

(d) any other information concerning the availability of the Facility that BANANAS may request.

4.27.4A. A Reserve Capacity Performance Improvement Report must include:

(a) descriptions of the measures proposed, being undertaken or already undertaken by the Market Participant to increase the availability of the Facility;

(b) details of any changes to the expected maximum number of days of Planned Outages to be taken by the Facility for a Trading Month previously provided by the Market Participant under clause 4.27.4(b) or this clause 4.27.4A(b), including adequate explanations for each change; and

(c) explanation of any variation between expected and actual improvement of the availability of the Facility as a result of the measures taken.

4.27.5. A Market Participant must:

(a) provide a Reserve Capacity Performance Report to BANANAS in a format specified in the WEM Procedure referred to in clause 4.27.12 within 20 Business Days of being requested to do so; and

(b) provide a Reserve Capacity Performance Improvement Report to BANANAS in a format specified in the WEM Procedure referred to in clause 4.27.12 by the date specified by BANANAS under clause 4.27.3(b).

4.27.6. BANANAS may, at the Market Participant’s expense, consult with any person BANANAS considers suitably qualified to provide an opinion on a report provided under clause 4.27.5. BANANAS may ask the person to provide an opinion on the report generally, or to limit the scope of the opinion to specified matters covered in the report.

4.27.7. [Blank]

4.27.8. [Blank]

4.27.9. [Blank]

4.27.10. Market Participants holding Capacity Credits for Facilities that are yet to commence operation must file a report on progress with BANANAS:

(a) at least once every three months from the date the Capacity Credits are confirmed under clause 4.20.5A; and

(b) at least once every month between the start of the calendar year in which the date referred to in clause 4.10.1(c)(iii)(7) falls and the date BANANAS notifies the Market Participant, under clause 4.13.14, that the need to maintain the Reserve Capacity Security for the Facility has ceased.

4.27.11. Reports provided under clause 4.27.10 must include any changes to Key Project Dates.

4.27.11A Upon receipt of a report provided under clause 4.27.10(a) BANANAS must revise the date referred to in clause 4.10.1(c)(iii)(7) in accordance with the report unless, in its opinion, the Facility, or part of the Facility, is unlikely to have completed all Commissioning Tests by that date.

4.27.11B [Blank]

4.27.11C If, in accordance with clause 4.27.11A, BANANAS rejects a change to the Key Project Dates provided in accordance with clause 4.27.10(b) or 4.27.11D BANANAS must, within ten Business Days of receiving the report, notify the Market Participant of its decision and provide reasons why the dates have been rejected.

4.27.11D Where BANANAS rejects a change to the Key Project Dates it may require the Market Participant to provide additional information, submitted by a suitably authorised person, and may also require the Market Participant to submit further reports or revise the Key Project Dates. The provisions of clauses 4.27.11 to this clause 4.27.11D will apply to any further reports.

4.27.12. BANANAS must document the procedure to be followed in performing Reserve Capacity monitoring in a WEM Procedure. Amongst other things, the WEM Procedure must list the documents and other items that may be required by BANANAS as supporting evidence in accordance with clause 4.27.11D.

Funding Reserve Capacity Purchased by BANANAS

4.28. Funding Reserve Capacity Purchased by BANANAS

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| **Explanatory Note**  Clause 4.28.1 is amended as a consequence of the deletion of the Reserve Capacity Auction.  Amendments made to clause 4.28.1 for weekly settlement and because the Special Price Arrangement concept is no longer applicable.  Clause 4.28.1 is also amended pursuant to the October 2021 RCM Pricing Amendments as a result of tranche based dispatch payments for DSPs ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year). |

4.28.1. BANANAS must separate the total costs of Capacity Credits acquired by it for a Trading Day into the following two sets:

(a) the cost of acquiring enough Capacity Credits to ensure, to the extent possible given the number of Capacity Credits BANANAS has acquired, that the lesser of:

i. the Reserve Capacity Requirement applicable to that Trading Day; and

ii. total Capacity Credits assigned to Facilities,

is just covered after allowing for Capacity Credits traded bilaterally (as defined in clause 4.14.2 and subject to clause 4.28.2(b)) in that Trading Day; and

(b) the cost of other Capacity Credits acquired but not allocated to the set referred to in clause 4.28.1(a),

determined on the basis that the Capacity Credits acquired by BANANAS are allocated to the set referred to in clause 4.28.1(a) in order of decreasing cost per Capacity Credit until the capacity requirements referred to in clause 4.28.1(a) are met, with the remaining Capacity Credits acquired by BANANAS being allocated to the set referred to in clause 4.28.1(b).

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| **Explanatory Note**  Amendments made to clause 4.28.2 for weekly settlement, the new registration taxonomy and the moving of the capacity credit allocations from Chapter 9 to Chapter 4.  Clause 4.28.2 is also amended pursuant to the October 2021 RCM Pricing Amendments as a result of Market Participants with DSPs being able to bilaterally trade the Capacity Credits assigned to their DSPs from the 2019 Reserve Capacity Cycle, and as a consequence of amendments to section 4.29. |

4.28.2. For the purposes of clause 4.28.1:

(a) BANANAS is taken to have acquired a Capacity Credit held by a Market Participant in respect of a Facility for a Trading Day if that Capacity Credit has not been allocated by that Market Participant to another Market Participant for settlement purposes under sections 4.30 and 4.31;

(b) any Capacity Credits that have been allocated to a Market Participant in excess of that Market Participant’s Individual Reserve Capacity Requirement must be:

i. deemed to be Capacity Credits acquired by BANANAS from the Market Participant; and

ii. not counted as Capacity Credits traded bilaterally;

(c) [Blank]

(cA) [Blank]

(cB) the cost of a Capacity Credit deemed to be acquired by BANANAS from a Market Participant under clause 4.28.2(b)(i) is the Excess Allocation Price for that Market Participant in that Trading Day; and

(d) the cost of each other Capacity Credit acquired by BANANAS from a Facility is the Facility Daily Reserve Capacity Price for that Facility in that Trading Day.

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| **Explanatory Note**  Amendments made to clause 4.28.3 for weekly settlement and changes in taxonomy. |

4.28.3. For each Trading Day, BANANAS must calculate the Targeted Reserve Capacity Cost and must allocate this cost to Market Participants in accordance with section 9.8.

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| **Explanatory Note**  Amendments made to clause 4.28.4 for weekly settlement and changes in taxonomy. |

4.28.4. For each Trading Day, BANANAS must calculate a Shared Reserve Capacity Cost being the sum of:

(a) the cost defined under clause 4.28.1(b); and

(b) the net payments to be made by BANANAS under Supplementary Capacity Contracts less any amount drawn under a Reserve Capacity Security or a DSM Reserve Capacity Security by BANANAS and distributed in accordance with clauses 4.13.11A(a) or 4.13A.16(a) for that Trading Day; less

(c) the sum of all Intermittent Load Refunds, calculated under clause 4.28A.1, paid by all Market Participants for that Trading Day; less

(d) any amount drawn under a Reserve Capacity Security or a DSM Reserve Capacity Security by BANANAS and distributed in accordance with clauses 4.13.11A(b) or 4.13A.16(b) for that Trading Day,

and BANANAS must allocate this total cost to Market Participants in proportion to each Market Participant’s Individual Reserve Capacity Requirement.

4.28.5. The Shared Reserve Capacity Cost may have a negative value.

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| **Explanatory Note**  Clauses 4.28.6 and 4.28.7 are amended to clarify that the Indicative Individual Reserve Capacity Requirements and Individual Reserve Capacity Requirements for a Market Participant are only disclosed to that Market Participant. |

4.28.6. For each Trading Month, BANANAS must determine and provide to each Market Participant that Market Participant’s Indicative Individual Reserve Capacity Requirement by the date and time specified in clause 4.1.23C, where this Indicative Individual Reserve Capacity Requirement is determined using the methodology described in Appendix 5.

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| **Explanatory Note**  Amendments made to clause 4.28.7 for weekly settlement and changes in taxonomy. |

4.28.7. For each Trading Month, BANANAS must determine and provide to each Market Participant that Market Participant’s Individual Reserve Capacity Requirement by the date and time specified in clause 4.1.24, where this Individual Reserve Capacity Requirement is determined using the methodology described in Appendix 5.

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| **Explanatory Note**  Amendments made to clause 4.28.8 for changes in taxonomy and to remove clause 4.28.8(b) (this clause was deleted due to the infeasibility of operationalising the rule).  Intermittent Loads registered before New WEM Commencement Day are subject to special IRCR calculations, and must provide data to be used in those calculations. All future Intermittent Loads will use the same IRCR calculations as other Facilities.  Clause 4.28.8A is deleted, as all relevant Intermittent Loads will already be registered by the relevant date. |

4.28.8. To assist BANANAS in determining Indicative Individual Reserve Capacity Requirements in accordance with clause 4.28.6 and Individual Reserve Capacity Requirements in accordance with clause 4.28.7 for the Capacity Year starting on 1 October of Year 3 of a Reserve Capacity Cycle, Market Participants must, by the date and time specified in clause 4.1.23, provide to BANANAS:

(a) the identity of all interval meters associated with that Market Participant which measure Loads that it nominates as Non-Temperature Dependent Loads; and

(b) [Blank]

(c) nominations of capacity requirements for Intermittent Loads, deemed to be Intermittent Loads under clause 1.48.2, expressed in MW, where the nominated quantity cannot exceed the greater of:

i. the maximum allowed level of Intermittent Load specified in Standing Data for that Intermittent Load at the time of providing the data; and

ii. the maximum Contract Maximum Demand expected to be associated with that Intermittent Load during the Capacity Year to which the nomination relates. The Market Participant must provide evidence to BANANAS of this Contract Maximum Demand level unless BANANAS has previously been provided with that evidence.

4.28.8A. [Blank]

4.28.8B. BANANAS must accept a nomination for capacity for an Intermittent Load from a Market Participant if that nomination is made in accordance with clause 4.28.8 provided that BANANAS is satisfied of the accuracy of the data and evidence provided in accordance with clause 4.28.8(c)(ii).

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| **Explanatory Note**  Amendments made to clause 4.28.8C for changes in taxonomy and to delete clause 4.28.8(b) (this clause was deleted due to the infeasibility of operationalising the rule). |

4.28.8C. Subject to clause 4.28.11, a Market Participant may provide to BANANAS the identity of additional interval meters (to those provided under clause 4.28.8) associated with the Market Participant which measure Loads that it nominates as Non-Temperature Dependent Loads for the remainder of the relevant Capacity Year by providing the relevant information to BANANAS no later than 15 Business Days prior to the date and time specified in clause 4.1.23C for the first Trading Month for which the Market Participant wants BANANAS to take the updated information into account.

4.28.9. BANANAS must only accept the load measured by an interval meter nominated in accordance with clauses 4.28.8(a) or 4.28.8C as a Non-Temperature Dependent Load if that load satisfies the requirements of Appendix 5A.

4.28.9A. A Market Participant may submit a Consumption Deviation Application to BANANAS in accordance with the WEM Procedure referred to in clause 4.28.9E, in respect of a Load that it has nominated as a Non-Temperature Dependent Load under clause 4.28.8(a) or clause 4.28.8C and a Trading Interval, if:

(a) the level of consumption of the Load was affected in the Trading Interval; and

(b) the Market Participant considers that the deviation in the level of consumption was due to:

i. the Trading Interval falling on a Trading Day that is not a Business Day; or

ii. a maintenance event.

4.28.9B. BANANAS may charge an Application Fee to cover its costs of requesting clarification or further information of any aspect of a Consumption Deviation Application in accordance with clause 4.28.9F.

4.28.9C. A Consumption Deviation Application submitted under clause 4.28.9A must:

(a) be submitted as soon as practicable, but in any event:

i. for an application that relates to the Individual Reserve Capacity Requirement for October in the relevant Capacity Year, must be submitted by the date and time specified in clause 4.1.23; and

ii. for an application that relates to the Individual Reserve Capacity Requirement for a Trading Month, other than October, in the relevant Capacity Year, must be submitted by the date and time specified in clause 4.28.8C; and

(b) contain, or be accompanied by, the information specified in the WEM Procedure referred to in clause 4.28.9E.

4.28.9D. BANANAS must accept or reject a Consumption Deviation Application submitted under clause 4.28.9A in accordance with the WEM Procedure referred to in clause 4.28.9E no later than the time the information is needed for the calculation of the relevant Indicative Individual Reserve Capacity Requirement.

4.28.9E. BANANAS must specify the following matters in a WEM Procedure:

(a) the process that a Market Participant must follow when submitting a Consumption Deviation Application for a Load under clause 4.28.9A;

(b) the information and supporting evidence that a Market Participant must provide in its Consumption Deviation Application submitted under clause 4.28.9A;

(c) the process that BANANAS must follow when it receives a Consumption Deviation Application submitted under clause 4.28.9A; and

(d) the criteria that BANANAS must consider when deciding whether to accept or reject a Consumption Deviation Application submitted under clause 4.28.9A.

4.28.9F. If it considers it reasonably necessary to assess the Consumption Deviation Application, BANANAS may request clarification or further information of any aspect of the Consumption Deviation Application submitted under clause 4.28.9A. Any clarification or information received is deemed to be part of the Consumption Deviation Application.

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| **Explanatory Note**  Clause 4.28.10 is deleted because of the infeasibility of a Market Participant implementing changes to a single Load. |

4.28.10. [Blank]

4.28.11. For each Capacity Year, a Market Participant may only provide BANANAS with the relevant information specified in clauses 4.28.8, 4.28.8A and 4.28.8C once with respect to each load.

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| **Explanatory Note**  Clause 4.28.11A is amended for weekly settlement. |

4.28.11A. When undertaking the Adjustment Process for a Trading Week, which Trading Week contains the first Trading Day of a Trading Month, under clause 9.3.5 in accordance with the settlement cycle timeline, BANANAS must recalculate the Individual Reserve Capacity Requirements applicable for each Trading Day in that Trading Month, using the methodology described in Appendix 5, and must provide to each Market Participant the recalculated Individual Reserve Capacity Requirements for that Market Participant applicable for each Trading Day in that Trading Month by the Relevant Settlement Statement Date for the Trading Week.

4.28.12. BANANAS must document the process to be followed in calculating Indicative Individual Reserve Capacity Requirements and Individual Reserve Capacity Requirements in a WEM Procedure.

4.28.13. BANANAS must publish on the WEM Website the following ratios calculated by it when it determines the Indicative Individual Reserve Capacity Requirements or the Individual Reserve Capacity Requirements for a Trading Month, or recalculates the Individual Reserve Capacity Requirements for a Trading Month as required by clause 4.28.11A:

(a) NTDL\_Ratio as calculated in accordance with Step 8A of Appendix 5;

(b) TDL\_Ratio as calculated in accordance with Step 8C of Appendix 5; and

(c) Total\_Ratio as calculated in accordance with Step 10 of Appendix 5.

Intermittent Load Refunds

4.28A. Intermittent Load Refunds

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| **Explanatory Note**  Clause 4.28A.1(c) is amended as a consequence of Consequential Outages being removed from the Outages framework and to reflect the new registration taxonomy.  Clause 4.28A.1 is further amended for weekly settlement. |

4.28A.1. BANANAS must determine for each Intermittent Load that is and continues to be deemed to be an Intermittent Load under clause 1.48.2, registered to Market Participant p the amount of the refund (“**Intermittent Load Refund**”) to be applied for each Trading Day d in respect of that Intermittent Load as the sum over all Trading Intervals t of Trading Day d of the product of:

(a) the Trading Interval Refund Rate for Trading Interval t for the Intermittent Load as determined in clause 4.28A.1A; and

(b) [Blank]

(c) the capacity shortfall for Trading Interval t of Trading Day d which is the greater of zero and:

i. double the MWh of the Intermittent Load metered during that Trading Interval, where for the purpose of this calculation the metered amount should be defined at the meter rather than being Loss Factor adjusted so as to be measured at the Reference Node, less;

ii. if the Energy Producing System described in clause 2.30B.2(a) is subject to a Planned Outage in the Trading Interval that would affect the energy production capability of the Energy Producing System, the quantity nominated for that Intermittent Load by its Market Participant in accordance with clause 4.28.8(c); less

iii. 3% of the quantity nominated for that Intermittent Load by its Market Participant in accordance with clause 4.28.8(c); less

iv. for Trading Intervals where the temperature data described in clause 4.28A.2 shows a temperature in excess of 41oC and the Energy Producing System described in clause 2.30B.2(a) is not subject to a Planned Outage or Forced Outage in the Trading Interval that would affect the energy production capability of the Energy Producing System, the capacity reduction, if any, specified in accordance with clause 2.30B.3(b)(i).

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| **Explanatory Note**  Clause 4.28A.1A replicates the refund parameters for Intermittent Load which were previously specified in clause 4.26.1. |

4.28A.1A. The Trading Interval Refund Rate for an Intermittent Load f in the Trading Interval t is determined as follows:

(f,t)

where:

(a) Trading Interval Refund Rate (f,t) is the Trading Interval Refund Rate for Intermittent Load f in Trading Interval t;

(b) RF(f,t) is the refund factor for Intermittent Load f in Trading Interval t, which is the lesser of:

i. six; and

ii. the greater of 1 and the dynamic refund factor RF dynamic(t) as determined under clause 4.26.1(d); and

(c) Y(f,t) is the per Trading Interval capacity price associated with Intermittent Load f in Trading Interval t, which equals the Reserve Capacity Price divided by 12 then divided by the number of Trading Intervals in the relevant Trading Month in which Trading Interval t falls.

4.28A.2. To support the implementation of clause 4.28A.1(c)(iv):

(a) BANANAS must record the following temperature data for Energy Producing Systems in respect of which this clause 4.28A applies and for which, in accordance with clause 2.30B.3(b)(ii), a valid method for measuring ambient temperature was indicated:

i. the publicly available maximum daily temperature associated with those Energy Producing Systems for which temperature is defined in accordance with clause 2.30B.3(b)(ii)(1); and

ii. temperatures measured by the SCADA system for those Energy Producing Systems for which temperature is defined in accordance with clause 2.30B.3(b)(ii)(2).

(b) [Blank]

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| **Explanatory Note**  Section 4.28B is deleted.  Section 4.28B enabled new small generators (i.e. with a nameplate capacity of ≤1 MW) to apply for Capacity Credits outside the standard process and timelines for a Reserve Capacity Cycle. Instead, new small generators will be required to comply with the standard processes and timelines for certification of Reserve Capacity and assignment of Capacity Credits and Network Access Quantities set out in this Chapter 4.  The new NAQ framework is unable to accommodate assignment of Capacity Credits outside the standard processes. |

4.28B. [Blank]

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| **Explanatory Note**  Section 4.28C enables Market Participants with new facilities that require a long lead time to apply to BANANAS for early certification of Reserve Capacity. Currently, an application may be made for eligible facilities for a Capacity Year prior to 1 January of Year 1 of the Reserve Capacity Cycle relating to that Capacity Year.  The ability for a Market Participant to make an application for early certification of Reserve Capacity will continue subject to the following key changes:   * applications may only be made up to two years before the start of the relevant Reserve Capacity Cycle; * Market Participants will need to demonstrate to BANANAS that the project requires a lead time longer than the start of the Reserve Capacity Cycle in which Capacity Credits are being sought for the facility; and * eligible facilities will be assigned certified Reserve Capacity and an Indicative NAQ. However, the number of Capacity Credits and a Final NAQ will only be determined for the facility at the time, and in accordance with, the standard processes and timeframes for the Reserve Capacity Cycle in which Capacity Credits for the facility are being sought.   For example, Capacity Credits for an application for Early Certified Reserve Capacity that is submitted by a Market Participant in the 2021 Reserve Capacity Cycle – for which Capacity Credits are being sought for the facility for the 2022 Reserve Capacity Cycle – will only be determined and assigned to the facility by BANANAS on 30 September 2022. |

Early Certification of Reserve Capacity

4.28C. Early Certification of Reserve Capacity

4.28C.1. This section 4.28C is applicable to Facilities to which the following conditions apply:

(a) the Facility is a new Facility;

(b) the Facility is an Energy Producing System;

(c) the Facility is deemed by BANANAS to be committed.; and

(d) BANANAS is satisfied that:

i. the construction of the Facility cannot be achieved within the Reserve Capacity Cycle for which Capacity Credits are being sought for the Facility; and

ii. the Commissioning Tests for the Facility cannot be achieved before the commencement of the Capacity Year for which Capacity Credits are being sought for the Facility.

4.28C.1A. In forming its opinion under clause 4.28C.1(d), BANANAS may have regard to the type of Energy Producing System for which Capacity Credits are being sought for the Facility, and any required augmentation of the SWIS or construction of other infrastructure.

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| **Explanatory Note**  Clause 4.28C.2 is amended to restrict applications for Early Certified Reserve Capacity being made more than two years prior to the start of the Reserve Capacity Cycle for which Capacity Credits are being sought for a facility. |

4.28C.2. A Market Participant with a Facility that meets the criteria in clause 4.28C.1 may apply to BANANAS, at any time, but no earlier than two years, before 1 January of Year 1 of the Reserve Capacity Cycle to which the application relates, for certification of Reserve Capacity and Capacity Credits for that Facility (“**Early Certified Reserve Capacity**”).

4.28C.2A. BANANAS must acknowledge receipt of an application made under clause 4.28C.2 within five Business Days of receiving the application.

4.28C.2B. Where BANANAS considers that the Facility does not meet the criteria in clause 4.28C.1, BANANAS must reject an application made under clause 4.28C.2 in respect of the Facility and must notify the relevant Market Participant of the rejection and BANANAS's reasons for the rejection as soon as practicable.

4.28C.3. Each application for Early Certified Reserve Capacity must relate to a single future Reserve Capacity Cycle. BANANAS must not accept more than one application for certification of Reserve Capacity per Facility per calendar year.

4.28C.4. An application under clause 4.28C.2 must state that the applicant intends to trade all assigned Certified Reserve Capacity bilaterally as defined in clause 4.14.2.

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| **Explanatory Note**  Clause 4.28C.5 is amended as the information requirements in section 4.10.1 relate to Facility Technology Types and Facility Classes and requires a nomination for the Facility to be classified as a Network Augmentation Funding Facility. |

4.28C.5. An application made under clause 4.28C.2 must include:

(a) the nomination required by clause 4.4.1(d)(vi) of whether the Facility is expected to be classified as a Network Augmentation Funding Facility; and

(b) the information specified in section 4.10 that is required to be provided for the appropriate type of Facility Technology Type and Facility Class for the Facility to which the application relates to.

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| **Explanatory Note**  Clause 4.28C.6 is amended as Capacity Credits will only be determined and assigned to the Facility in Year 1 of the Reserve Capacity Cycle to which the application for Early Certified Reserve Capacity relates. |

4.28C.6. BANANAS must process each application made in accordance with clause 4.28C.2 so as to determine the Early Certified Reserve Capacity for the Facility.

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| **Explanatory Note**  Clause 4.28C.7 is amended to alter the timeframe for BANANAS to assess and determine the Early Certified Reserve Capacity for the Facility. BANANAS will assess the application when it next undertakes the process for assessing and assigning applications for Certified Reserve Capacity under section 4.11.  For example, for an application submitted under clause 4.28C.2 in December 2021 – which relates to the 2023 Reserve Capacity Cycle – BANANAS will set the Early Certified Reserve Capacity for the Facility when it assesses applications for certified Reserve Capacity for the 2022 Reserve Capacity in or about August 2022. |

4.28C.7. Where BANANAS has received an application under clause 4.28C.2 prior to the date and time under clause 4.1.5, BANANAS must set Early Certified Reserve Capacity for the Facility:

(a) to that amount it would normally grant the Facility if processing an application for Certified Reserve Capacity in accordance with section 4.11; and

(b) at the time BANANAS next processes applications for Certified Reserve Capacity in accordance with section 4.11.

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| **Explanatory Note**  Clause 4.28C.7A requires BANANAS to determine an Indicative NAQ for the Facility when it next determines NAQs for Facilities under section 4.15.  See Step 14 of Part A and Part B of Appendix 3.  For example, for an application submitted under clause 4.28C.2 in December 2021 – which relates to the 2023 Reserve Capacity Cycle – BANANAS will set the Indicative NAQ for the Facility when it assesses applications for certified Reserve Capacity for the 2022 Reserve Capacity in or about August 2022. |

4.28C.7A. Where BANANAS has received an application under clause 4.28C.2, BANANAS must determine an Indicative Network Access Quantity for the Facility in accordance with Appendix 3 at the time BANANAS next determines Network Access Quantities for Facilities under section 4.15.

4.28C.7AA.Where BANANAS has previously determined an Indicative Network Access Quantity for a Facility in accordance with Appendix 3, and at the time BANANAS next determines Network Access Quantities in accordance with Appendix 3 it does not determine a Final Network Access Quantity for that Facility, then BANANAS must revise the Indicative Network Access Quantity in accordance with Appendix 3.

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| **Explanatory Note**  Clause 4.28C.7B requires BANANAS to notify the applicant of the Early Certified Reserve Capacity set for the Facility and the Indicative NAQ determined for the Facility by 31 October of the year in which both assessments are undertaken by BANANAS. |

4.28C.7B. By 5:00 PM on the last Business Day falling on or before 31 October of the year in which BANANAS sets the Early Certified Reserve Capacity for the Facility under clause 4.28C.7 and determines the Indicative Network Access Quantity for the Facility under clause 4.28C.7A, BANANAS must notify the applicant of the Indicative Network Access Quantity determined for the Facility under clause 4.28C.7A.

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| **Explanatory Note**  Clause 4.28C.7C requires BANANAS to notify the applicant of any revised Indicative NAQ determined for the Facility by 31 October of the year in which the assessment is undertaken by BANANAS. |

4.28C.7C. By 5:00 PM on the last Business Day falling on or before 31 October of the year in which BANANAS determines the revised Indicative Network Access Quantity under clause 4.28C.7AA, BANANAS must notify the applicant of the Indicative Network Access Quantity determined for the Facility under clause 4.28C.7AA.

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| **Explanatory Note**  Clause 4.28C.7D requires BANANAS to publish the Indicative NAQ and revised Indicative NAQ for relevant Facilities. |

4.28C.7D. BANANAS must publish the following information on the WEM Website by the date and time specified in clause 4.1.16A(d):

(a) the name of each Facility for which an Indicative Network Access Quantity has been determined for a Facility under clause 4.28C.7A and the Indicative Network Access Quantity determined for the Facility; and

(b) the name of each Facility for which a revised Indicative Network Access Quantity has been determined for a Facility under clause 4.28C.7AA and the revised Network Access Quantity determined for the Facility.

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| **Explanatory Note**  Clause 4.28C.8 is amended to refer to the relevant clause number for clarity. |

4.28C.8. Within 30 Business Days of the applicant receiving notification by BANANAS under clause 4.1.12 of the amount of Early Certified Reserve Capacity assigned to the Facility the applicant must ensure that BANANAS holds the benefit of a Reserve Capacity Security equal to the amount specified in clause 4.28C.9.

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| **Explanatory Note**  Clause 4.28C.8A is amended to clarify that the Indicative NAQ for the Facility will also lapse. |

4.28C.8A. If a Market Participant does not comply with clause 4.28C.8 in full by the time specified in clause 4.28C.8, the Early Certified Reserve Capacity assigned to that Facility and the Indicative Network Access Quantity determined for that Facility will lapse.

4.28C.9. The amount for the purposes of clauses 4.28C.8 and 4.28C.12 is 25 percent of the Benchmark Reserve Capacity Price included in the most recent Request for Expressions of Interest at the time and date associated with clause 4.28C.8 or 4.28C.12 as applicable, multiplied by an amount equal to the Early Certified Reserve Capacity assigned to the Facility.

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| **Explanatory Note**  Clauses 4.28C.10 and 4.28C.11 are deleted as Capacity Credits will be set in line with the Final NAQ determined for Facilities under section 4.15. |

4.28C.10. [Blank]

4.28C.11. [Blank]

4.28C.12. Prior to the time and date specified in clause 4.1.13, in Year 1 of the first Reserve Capacity Cycle specified in clause 4.10.1(b) in which the Facility will enter service, BANANAS must recalculate the amount of Reserve Capacity Security to be provided by each Market Participant in accordance with clause 4.28C.9 and:

(a) If an additional amount of Reserve Capacity Security is required, the Market Participant must ensure that BANANAS holds the benefit of the additional Reserve Capacity Security by the time and date specified in clause 4.1.13; and

(b) If a reduced amount of Reserve Capacity Security is required, the Market Participant may request BANANAS to return any additional Reserve Capacity Security, in accordance with clause 4.13.14, provided that at all times BANANAS holds a Reserve Capacity Security to the level determined in accordance with this clause 4.28C.12.

4.28C.12A From the time and date specified in clause 4.1.13 of Year 1 of the first Reserve Capacity Cycle in which the Facility will enter service, all of the provisions of section 4.13 apply equally to the Reserve Capacity Security of Facilities with Early Certified Reserve Capacity.

4.28C.13. [Blank]

4.28C.14. [Blank]

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| **Explanatory Note**  Clause 4.28C.15 is amended to provide for BANANAS to publish details of the application of this section 4.28C. |

4.28C.15. BANANAS must document the process for the application of this section 4.28C and the matters BANANAS will have regard to in forming its opinion under clause 4.28C.1(d) in a WEM Procedure.

Settlement Data

4.29. Settlement Data

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| **Explanatory Note**  Clause 4.29.1 is amended as a consequence of the deletion of the Reserve Capacity Auction, and to remove redundant references to previous Reserve Capacity Cycles.  Clause 4.29.1 (and section 4.29) was amended pursuant to RCM Pricing Reforms to accommodate the changes to the price to be paid for Reserve Capacity from the 2019 Reserve Capacity Cycle. To facilitate the pricing reforms, the clause was restructured so that clause 4.29.1 calculates the annual Reserve Capacity Price, instead of a Facility Monthly Reserve Capacity Price which is now calculated in accordance with clause 4.29.1A.  As a result of the RCM Pricing Reforms and the deletion of the Reserve Capacity Auction, Facilities will receive the same Reserve Capacity Price except in two situations.  Firstly, if the Facility is a Transitional Facility and the Reserve Capacity Cycle is a Transitional Reserve Capacity Cycle, the Reserve Capacity Price for the Facility will be as determined in accordance with clause 4.29.1B. A Transitional Facility is an existing Facility (other than a DSP) that was assigned Capacity Credits in the 2018 Reserve Capacity Cycle. A Transitional Facility will be assigned Capacity Credits at the Reserve Capacity Price subject to a floor of $114,000 and a cap of $140,000. The cap and floor prices will be escalated in each of the subsequent nine Reserve Capacity Cycles (i.e. up to and including the 2028 Reserve Capacity Cycle) by the Reserve Bank of Australia's Statement of Monetary Policy forecast Consumer Price Index for June of Year 3 of the relevant Reserve Capacity Cycle in accordance with clause 4.29.1C.  Secondly, if the Facility is a Fixed Price Facility and the Reserve Capacity Cycle is a Fixed Price Reserve Capacity Cycle for that Fixed Price Facility, the Reserve Capacity Price for the Facility will be the value determined in accordance with clause 4.29.1D. A Fixed Price Facility is a Facility that will be assigned Capacity Credits at the Reserve Capacity Price in the first Reserve Capacity Cycle in which it is classified as a Fixed Price Facility. That Reserve Capacity Price will be escalated in each of the subsequent four Reserve Capacity Cycles by the Reserve Bank of Australia's Statement of Monetary Policy forecast Consumer Price Index for June of Year 3 of the relevant Reserve Capacity Cycle.  Upgrades of Facilities will receive the same Reserve Capacity Price as the parent Facility unless the upgrade is a separate Facility for the purposes of the WEM Rules. The main reason for this approach is the absence of separate metering for the parent Facility and any associated upgrade.  Clause 4.29.1(b) is further amended to correct a transcription error by removing the brackets around ‘surplus + BRCP Cap Factor’. |

4.29.1. The Reserve Capacity Price for a Reserve Capacity Cycle to apply during the period specified in clause 4.1.29 is to equal:

(a) for the 2018 Reserve Capacity Cycle, the value calculated using the following formula:

where:

BRCP is the Benchmark Reserve Capacity Price determined in accordance with section 4.16; and

surplus is the pro rata excess capacity calculated as follows:

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where:

CC is the total number of Capacity Credits assigned by BANANAS in accordance with clause 4.20.5A for the Reserve Capacity Cycle; and

RCR is the Reserve Capacity Requirement for the Reserve Capacity Cycle;

(b) for a Reserve Capacity Cycle from the 2019 Reserve Capacity Cycle onwards, the value calculated using the following formula:

where:

BRCP is the Benchmark Reserve Capacity Price determined in accordance with section 4.16;

BRCP Cap Factor is 1.3;

EZ BRCP Factor is 0.5;

EZ is 0.1;

AZ is 0.3; and

surplus is the pro rata excess capacity calculated as follows:

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where:

CC is the total number of Capacity Credits assigned by BANANAS in accordance with clause 4.20.5A for the Reserve Capacity Cycle; and

RCR is the Reserve Capacity Requirement for the Reserve Capacity Cycle.

4.29.1A. The Facility Monthly Reserve Capacity Price for a Reserve Capacity Cycle to apply during the period specified in clause 4.1.29 is equal to:

(a) for the 2018 Reserve Capacity Cycle, the Reserve Capacity Price for the Reserve Capacity Cycle divided by 12; and

(b) for a Reserve Capacity Cycle from the 2019 Reserve Capacity Cycle onwards:

i. [Blank]

ii. for a Transitional Facility during a Transitional Reserve Capacity Cycle, the value determined in accordance with clause 4.29.1B;

iii. for a Fixed Price Facility during a Fixed Price Reserve Capacity Cycle for that Fixed Price Facility, the value determined in accordance with clause 4.29.1D for that Fixed Price Facility; or

iv. for all other Facilities, the Reserve Capacity Price for the Reserve Capacity Cycle divided by 12.

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| **Explanatory Note**  Clause 4.29.1B is amended to improve clarity by moving the required division by 12 from the clause header paragraph to the TFMRCP equation. |

4.29.1B. The Facility Monthly Reserve Capacity Price for a Transitional Facility during a Transitional Reserve Capacity Cycle is the value calculated using the formula below:

TFMRCP = Min(max(Reserve\_Capacity\_Price, Trans\_Floor), Trans\_Ceiling) / 12

where:

TFMRCP is the Facility Monthly Reserve Capacity Price for the Transitional Facility in the current Transitional Reserve Capacity Cycle for that Transitional Facility;

Reserve\_Capacity\_Price is the Reserve Capacity Price as determined in accordance with clause 4.29.1 for the Reserve Capacity Cycle;

Trans\_Ceiling equals $140,000 for the 2019 Reserve Capacity Cycle and for each subsequent Transitional Reserve Capacity Cycle, the value as escalated in accordance with clause 4.29.1C(a); and

Trans\_Floor equals $114,000 for the 2019 Reserve Capacity Cycle and for each subsequent Transitional Reserve Capacity Cycle, the value as escalated in accordance with clause 4.29.1C(b).

4.29.1C. The escalation factors used in clause 4.29.1B are equal to:

(a) For Trans\_Ceiling:

where:

is the value of Trans\_Ceiling published for the previous Transitional Reserve Capacity Cycle; and

CPI is the latest published value of the Reserve Bank of Australia's Statement of Monetary Policy forecast Consumer Price Index for June of Year 3 of the relevant Transitional Reserve Capacity Cycle; or if that value is not available, the mid-point of the Reserve Bank's latest published target range of inflation, at the time BANANAS undertakes the calculation in clause 4.29.2A.

(b) For Trans\_Floor:

where:

is the value of Trans\_Floor published for the previous Transitional Reserve Capacity Cycle; and

CPI is the latest published value of the Reserve Bank of Australia's Statement of Monetary Policy forecast Consumer Price Index for June of Year 3 of the relevant Transitional Reserve Capacity Cycle; or if that value is not available, the mid-point of the Reserve Bank's latest published target range of inflation, at the time BANANAS undertakes the calculation in clause 4.29.2A.

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| **Explanatory Note**  The requirement for BANANAS to publish the values determined for Trans\_Floor and Trans\_Ceiling are relocated from clause 10.5.1(f)(ivB) to new clause 4.29.1CA as below.  Following the consultation period for Exposure Draft 2, clause 4.29.1CA is further amended to include a requirement to also publish the annualised version of the Facility Monthly Reserve Capacity Price for a Transitional Facility. |

4.29.1CA. BANANAS must publish on the WEM Website:

(a) the values determined for Trans\_Ceiling and Trans\_Floor in accordance with clause 4.29.1C that are used in the formula in clause 4.29.1B; and

(b) the value determined by multiplying the Facility Monthly Reserve Capacity Price for a Transitional Facility determined in clause 4.29.1B by 12.

4.29.1D. The Facility Monthly Reserve Capacity Price for a Fixed Price Facility during a Fixed Price Reserve Capacity Cycle for the Fixed Price Facility is:

(a) for the first Reserve Capacity Cycle for which a Facility is classified as a Fixed Price Facility, the Reserve Capacity Price divided by 12; and

(b) for each subsequent Fixed Price Reserve Capacity Cycle for the Fixed Price Facility, the value calculated in accordance with the following formula divided by 12:

where:

FRCP is the Facility Monthly Reserve Capacity Price for the Fixed Price Facility in the current Fixed Price Reserve Capacity Cycle for that Fixed Price Facility;

is the Facility Monthly Reserve Capacity Price for the Fixed Price Facility in the previous Fixed Price Reserve Capacity Cycle for that Fixed Price Facility; and

CPI is the latest published value of the Reserve Bank of Australia's Statement of Monetary Policy forecast Consumer Price Index for June of Year 3 of the relevant Fixed Price Reserve Capacity Cycle; or if that value is not available, the mid-point of the Reserve Bank's latest published target range of inflation at that time, at the time BANANAS undertakes the calculation in clause 4.29.2A.

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| **Explanatory Note**  Clause 4.29.2 is deleted as a consequence of the deletion of the Reserve Capacity Auction. |

4.29.2. [Blank]

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| **Explanatory Note**  Clause 4.29.2A is amended as a consequence of the deletion of the Reserve Capacity Auction.  Clause 4.29.2A specifies the times by which BANANAS will be required to determine the Facility Monthly Reserve Capacity Prices referred to in clause 4.29.2B. |

4.29.2A. BANANAS must determine the information specified in clause 4.29.2B by the date and time specified in clause 4.1.16A.

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| **Explanatory Note**  Clause 4.29.2B is amended as a consequence of the deletion of the Reserve Capacity Auction. |

4.29.2B. For each Reserve Capacity Cycle BANANAS must determine the following information in accordance with this section 4.29:

(a) the Facility Monthly Reserve Capacity Price for a Transitional Facility if the Reserve Capacity Cycle is a Transitional Reserve Capacity Cycle;

(b) the Facility Monthly Reserve Capacity Price for each Fixed Price Facility for which the Reserve Capacity Cycle is a Fixed Price Reserve Capacity Cycle; and

(c) the Facility Monthly Reserve Capacity Price for all other Facilities.

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| **Explanatory Note**  Clause 4.29.3 is amended as a consequence of the deletion of the Reserve Capacity Auction, to reflect the new registration taxonomy and for weekly settlement.  Clause 4.29.3 is also amended pursuant to the October 2021 RCM Pricing Amendments, including as a consequence of tranche based dispatch payments for DSPs will cease from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year) and to introduce a Facility specific price for Reserve Capacity.  Clause 4.29.3(d)(i) is further amended to:   * remove the reference to Special Price Arrangements, which are no longer used in the WEM; and * replace the full stop at the end of clause 4.29.3(d) with a semi-colon. |

4.29.3. BANANAS must determine the following information in time for settlement of each Trading Day d:

(a) the Facility Monthly Reserve Capacity Price for each Facility applying during that Trading Month;

(aA) the Facility Daily Reserve Capacity Price for each Facility applying during that Trading Day;

(b) the Targeted Reserve Capacity Cost for that Trading Day as defined in clause 4.28.3;

(c) the Shared Reserve Capacity Cost for that Trading Day as defined in clause 4.28.4;

(d) for each Market Participant p and for Trading Day d:

i. the quantity of Capacity Credits (including Capacity Credits from Facilities subject to NCESS Contracts) for each Facility acquired by BANANAS;

ii. the quantity of Capacity Credits for each Demand Side Programme for Trading Day d;

iii. [Blank]

iv. the quantity of Capacity Credits for each Facility traded bilaterally in accordance with section 4.30;

v. the Individual Reserve Capacity Requirement for each Market Participant for that Trading Month in which Trading Day d falls;

vi. the total Capacity Cost Refund to be paid by the Market Participant to BANANAS for all Trading Intervals in Trading Day d; and

vii. the total Participant Capacity Rebate to be paid to the Market Participant by BANANAS for all Trading Intervals in Trading Day d;

(dA) for each Market Participant, the sum over all of Market Participant p’s Intermittent Loads, deemed to be Intermittent Loads under clause 1.48.2, of the Intermittent Load Refund payable to BANANAS by Market Participant p in respect of each of its Intermittent Loads for Trading Day d; and

(e) for each Supplementary Capacity Contract:

i. the net payment to be made by BANANAS under that contract for the Trading Day d; and

ii. to whom the payment is to be made.

4.29.4. [Blank]

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| **Explanatory Note**  Clause 4.29.5 is being added to clarify that the Reserve Capacity Price to be paid for early entry facilities will be the Reserve Capacity Price for the Capacity Year immediately prior to the start of the relevant Capacity Year. This reflects the current practice. |

4.29.5. Where a Facility first enters service prior to 1 October of Year 3 of a Reserve Capacity Cycle and Reserve Capacity Obligations apply to the Facility in accordance with clause 4.1.26, then for the period between commencement of the Reserve Capacity Obligations for the Facility and up to the start of the Trading Day on 1 October of Year 3 of that Reserve Capacity Cycle, the Facility Monthly Reserve Capacity Price for the Facility for that period is equal to the Reserve Capacity Price for the Capacity Year immediately preceding 1 October of Year 3 of that Reserve Capacity Cycle divided by 12.

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| **Explanatory Note**  Sections 4.30 and 4.31 are added to move capacity credit allocation from chapter 9 (sections 9.4 and 9.5) to Chapter 4, changes in taxonomy, change to clause references in Chapter 9. Changes also made to provide clarity to Market Participants regarding the cut-off time.  The clause numbering in new sections 4.30 and 4.31 is consistent with the numbering in sections 9.4 and 9.5.  Capacity Credit Allocations have changed from a monthly process which was included in the consultation. BANANAS identified implementation issues where the monthly CCA would be effected by a transfer or reduction in capacity credits late in the month which would have an impact on prior trading week settlement.  Section 4.30 has been further amended as follows:   * The rules permit a participant to revise a CCA; however, they do not require BANANAS to check they have sufficient Capacity Credits to make the revision. [4.30.6]. This undermines a key rule concept. * The rules allow participants to amend CCAs after the termination of Capacity Credits; however, there are existing concepts that would allow participants to do this (by withdrawing a CCA and submitting another one). [4.30.10]. The current rule drafting for Capacity Credit Allocation amendments adds implementation complexity for no benefit to the market. * The rules put a 2 day deadline for CCA amendments to be resolved. This was previously important, as changes to CCAs would impact a Market Participant’s Trading Margin, and therefore is time-sensitive; however, this is no longer the case. [4.30.10 and 4.30.11] The current rule drafting for resolving Capacity Credit Allocation amendments within 2 days adds implementation complexity for no benefit to the market. * The rules put a requirement for BANANAS to amend CCAs by 5PM on the Scheduling Day if a participant does not amend the CCAs by 5PM on the Scheduling Day. [4.30.11] This makes it impossible for BANANAS to comply with the obligation by amending them exactly at 5PM on the Scheduling Day. * The current drafting also explicitly refers to terminations identified in clause 4.30.9. It should be written more generally to consider any situation where the CCAs for a Facility exceed the Capacity Credits (e.g. where a Facility is transferred, the outgoingl Facility owner having CCAs for a Facility they no longer own). |

4.30. Daily Capacity Credit Allocation Process

4.30.1. A Market Participant may submit one or more Capacity Credit Allocation Submissions in respect of a Facility by 5:00PM on the Scheduling Day for the respective Trading Day.

4.30.2. A Capacity Credit Allocation Submission must be submitted in the form specified by BANANAS and must include the information specified in clause 4.31.1.

4.30.3. Within one Business Day following receipt of a Capacity Credit Allocation Submission, BANANAS must:

(a) decide whether to approve or reject the Capacity Credit Allocation Submission;

(b) notify the submitting Market Participant of the decision;

(c) if the decision is to reject the Capacity Credit Allocation Submission, notify the submitting Market Participant of the reason for the rejection; and

(d) if the decision is to approve the Capacity Credit Allocation Submission, notify the Market Participant specified as the receiver of the Capacity Credits of the details of the Capacity Credit Allocation Submission.

4.30.4. BANANAS must reject a Capacity Credit Allocation Submission in respect of a Facility if the sum of the Capacity Credits:

(a) proposed to be allocat6ed in the Capacity Credit Allocation Submission; and

(b) proposed to be allocated in any other Capacity Credit Allocation Submission for that Facility by that Market Participant for the relevant Trading Day,

exceeds the number of Capacity Credits that are able to be traded bilaterally for that Facility by that Market Participant under the WEM Rules for the Trading Day.

4.30.5. BANANAS must approve a Capacity Credit Allocation Submission if the Capacity Credit Allocation Submission is not rejected in accordance with clause 4.30.4.

4.30.6. A Market Participant may withdraw a Capacity Credit Allocation Submission in respect of a Facility at any time before 5:00 PM on the Scheduling Day for the respective Trading Day.

4.30.7. By submitting or withdrawing a Capacity Credit Allocation Submission a Market Participant acknowledges that it is acting with the permission of all affected Market Participants.

4.30.8. Within one Trading Day after a Market Participant has withdrawn a Capacity Credit Allocation Submission in respect of a Facility under clause 4.30.6, BANANAS must notify the Market Participant specified as the receiver of the Capacity Credits that the Capacity Credit Allocation Submission for that Facility has been withdrawn.

4.30.9. If the termination of a Capacity Credit in respect of a Facility results in the number of Capacity Credits allocated by a Market Participant in Capacity Credit Allocations for that Facility for a Trading Day exceeding the number of Capacity Credits held for that Facility for that Trading Day by the Market Participant that are allowed to be traded bilaterally under the WEM Rules, then BANANAS must notify the MarketParticipant within one Trading Day after the notification of the termination.

4.30.10. Following receipt of a notice provided under clause 4.30.9, a Market Participant may reduce the number of Capacity Credits allocated in respect of the relevant Facility by withdrawing Capacity Credit Allocations and submitting Capacity Credit Allocation Submissions in accordance with clauses 4.30.6 and 4.30.1, respectively.

4.30.11. If, at 5:00 PM on the Scheduling Day, the Capacity Credit Allocations for a Market Participant with respect to a Facility exceeds the number of Capacity Credits held for the Facility, BANANAS must, by 5:00 PM on the Trading Day for which the Capacity Credit Allocation relates:

(a) amend all of the relevant Capacity Credit Allocations proportionally, to ensure that the sum of the Capacity Credit Allocations in respect of the relevant Facility for the Market Participant for the Trading Day equal the number of Capacity Credits held for that Facility; and

(b) for each amended Capacity Credit Allocation, notify each affected Market Participant of the details of the amendment.

4.30.12. BANANAS must develop a WEM Procedure dealing with:

(a) Capacity Credit Allocations; and

(b) other matters relating to sections 4.30 and 4.31.

4.31. Format of Capacity Credit Allocation Submissions

4.31.1. A Capacity Credit Allocation Submission must set out:

(a) the identity of the submitting Market Participant, which must be the holder of Capacity Credits;

(b) the identity of the Facility from which the Capacity Credits are to be allocated for settlement purposes;

(c) the identity of the Market Participant to which the Capacity Credits are to be allocated for settlement purposes, which may be the submitting Market Participant; and

(d) the number of Capacity Credits to be allocated for settlement purposes from the Market Participant which was the holder of Capacity Credits to the Market Participant which was allocated Capacity Credits, which may be the same Market Participant.

4.31.2. A Capacity Credit Allocation Submission in respect of a Facility may allocate part of a Capacity Credit for that Facility provided that the number of Capacity Credits allocated is specified to a precision of 0.001 MW.

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| **Explanatory Note**  Clause 9.3.1(b) is moved to new section 4.32 with consequential amendments (for example, reverting to "Trading Month"). |

4.32. Capacity Credit Allocation Timeline

4.32.1. BANANAS must publish the Capacity Credit Allocation Submission timeline for a Financial Year at least one calendar month prior to the commencement of that Financial Year. The Capacity Credit Allocation Submission timeline must include:

(a) the earliest date and time at which Capacity Credit Allocation Submissions for a Trading Day can be submitted, where this is to be not less than 10 Business Days prior to the start of the relevant Trading Day; and

(b) the latest date and time at which Capacity Credit Allocation Submissions for a Trading Day can be submitted, where this is to be no later than 5:00 PM on the Scheduling Day.

5 Obligations for NCESS Contract Holders

5.1. [Blank]

5.2. [Blank]

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| **Explanatory Note**  Any existing or new facility or equipment whether belonging to registered or intending market participants is able to participate in an NCESS procurement.  Existing market participants will only be compensated for costs not already covered through participation in the existing mechanisms of the WEM. For example, where a facility has already been granted or will receive capacity credits, the facility will only be compensated for any incremental fixed costs incurred in providing NCESS. Where a facility is granted an NCESS contract within a capacity year and the allocation of certified reserve capacity has already taken place, the facility will be required to apply for certified reserve capacity in the Reserve Capacity Cycle following immediately after the year in which the NCESS contract was granted.  New participants may submit both their fixed and operating costs and will be required to declare in their submissions whether or not the facility has applied for or has been granted capacity credits in respect of the capacity that will provide the NCESS.  Only Facility Technology Types that would ordinarily be capable of receiving certified reserve capacity under chapter-4 are required to apply in the Reserve Capacity Cycle. Where a facility or equipment would not ordinarily be eligible for certified reserve capacity under Chapter- 4 (for e.g. a static var compensator), the relevant market participant will not be required to participate in the RCM. Instead, it will be required to declare in its submission why it is ineligible to receive capacity. |

5.2A Registration and Certification

5.2A.1. [Blank]

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| **Explanatory Note**  Clauses 5.2A.2 and 5.2A.3 require a Market Participant to apply for Certified Reserve Capacity if it has entered into a Network Control Service Contract or Dispatch Support Service Contract prior to the close of the Certified Reserve Capacity application window. Clause 4.8A.3 requires a Market Participant to apply for an indicative Facility Class prior to submitting an application for Certified Reserve Capacity.  If a Market Participant enters into a contract a short period (e.g. a day or even a week) before the certification application window closes, it would have a rule obligation to apply for Certified Reserve Capacity. However, this would not provide BANANAS with sufficient time to assign the Facility an indicative Facility Class and create a Certified Reserve Capacity application in its systems to enable the Market Participant to submit an application before the certification window closes. This would force either BANANAS or the Market Participant into non-compliance.  To resolve this issue, clause 5.2A.3 is amended to shift the relevant deadline to the opening of the certification application window (as specified under clause 4.1.7). |

5.2A.2 Where a Market Participant enters into an NCESS Contract for a Facility, and the Facility Technology Type for the Facility would ordinarily be capable of being assigned Certified Reserve Capacity, then the Market Participant must apply to BANANAS for Certified Reserve Capacity, must meet the requirements of clause 4.8A.3(c) where applicable, and use best endeavours to meet the requirements of clause 4.10.1, in respect of the Facility, in respect of each Reserve Capacity Cycle that the Facility would be eligible to participate in over the period of the NCESS Contract.

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| **Explanatory Note**  The amendment to clause 5.2A.3 to shift the deadline specified in the clause to the opening of the certification application window will need to be remade following the replacement of that clause by the *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021* (Schedule I, paragraph 37.2). See also the Explanatory Note for clauses 5.2A.2 and 5.2A3 for further details about the change. |

5.2A.3. Clause 5.2A.2 does not require a Market Participant to apply for Certified Reserve Capacity for a Facility for a Reserve Capacity Cycle where the Market Participant has entered into an NCESS Contract in respect of the Facility after the date and time specified under clause 4.1.7 for that relevant Reserve Capacity Cycle.

5.3. Variations to NCESS Contract

5.3.1. Where a Market Participant, that has entered into an NCESS Contract in respect of a Facility, is assigned Capacity Credits for the Facility in a Reserve Capacity Cycle that coincides with the period of the NCESS Contract, then:

(a) where the NCESS Contract was entered into with BANANAS, BANANAS must vary the payment terms of the NCESS Contract such that the total payment under the NCESS Contract is reduced by the value of the total amount of the expected Capacity Credit payments to be paid to the relevant Market Participant for that Reserve Capacity Cycle; or

(b) where the NCESS Contract was entered into with a Network Operator, BANANAS must provide the value of the total amount of expected Capacity Credit payments to the Network Operator, and the Network Operator must vary the payment terms of the NCESS Contract such that the total payment under the NCESS Contract is reduced by the value of the total amount of the expected Capacity Credit payments to be paid to the relevant Market Participant for that Reserve Capacity Cycle.

5.3.2. Where the NCESS Contract payment terms are varied in accordance with clause 5.3.1(a), BANANAS must apply the revised payment terms in the immediate next Settlement Statement.

5.3A Information required from the Network Operator

5.3A.1. When a Network Operator has entered into an NCESS Contract with a Market Participant, the Network Operator must as soon as practicable and not less than 20 Business Days prior to the NCESS Contract taking effect, provide BANANAS with:

(a) the identity of the Market Participant or the service provider that intends to become registered as a Rule Participant in the Market Participant class;

(b) the identity of the facility or equipment providing the NCESS;

(c) a unique identifier for the NCESS Contract;

(d) the period over which the NCESS is to be provided by the NCESS Contract;

(e) where applicable, the arrangements for scheduling and dispatch of the Facility or equipment to enable or dispatch the NCESS; and

(f) unless BANANAS has already been provided with a copy of the final NCESS Contract pursuant to clause 3.11B.13, a copy of the signed NCESS Contract.

5.3A.2 When any change occurs to the details of an NCESS listed in clause 5.3A.1 the Network Operator must inform BANANAS as soon as practicable.

5.4. [Blank]

5.5. [Blank]

5.6. [Blank]

5.7. NCESS Dispatch

5.7.1. [Blank]

5.7.2. BANANAS may call upon the relevant facility or equipment to provide the NCESS under a NCESS Contract in accordance with the terms of the contract, or as advised to it by the Network Operator in accordance with clause 5.3A.1, whether or not BANANAS is a counterparty to the NCESS Contract.

5.7.3. Where applicable, BANANAS must formulate Constraint Equations in accordance with the WEM Procedure referred to in clause 2.27A.10(c) to reflect the terms of the NCESS Contract for use in the Dispatch Algorithm.

5.7.4. Where the terms of an NCESS Contract cannot be expressed as a Constraint Equation, BANANAS must record the following details of any instruction to the Facility or equipment in respect of the provisions of the NCESS:

(a) the date, time and duration of the instruction;

(b) the nature of the instruction;

(c) the type of NCESS instructed to be provided;

(d) any required quantity of the NCESS to be provided; and

(e) any specific equipment configuration required to be applied.

Settlement Data

5.8. [Blank]

5.9. Settlement Data

5.9.1. BANANAS must provide the following information to the settlement system for each NCESS Contract for each Dispatch Interval in a Trading Week:

(a) the Market Participant that has entered into the NCESS Contract;

(b) the set of Registered Facilities providing services under the NCESS Contract whose EOI Quantity is higher than it otherwise would have been as a result of a binding Constraint Equation applied under clause 7.2.4(iA) relating to the NCESS Contract; and

(c) the payment to be made by BANANAS for services provided under the NCESS Contract.

5.9.2. BANANAS must provide Network Operators with details of any quantities dispatched or otherwise instructed by BANANAS to be provided under their NCESS Contracts in a Trading Week by 5:00 PM on the Invoicing Date for Settlement Statements for that Trading Week.

5.9.3. The information provided by BANANAS to a Network Operator under clause 5.9.2 must include, for each relevant NCESS Contract, Facility and Dispatch Interval:

(a) the unique identifier of the NCESS Contract;

(b) the NCESS dispatched or directed to be provided (which may be energy or another service);

(c) insofar as the terms of the NCESS Contract are expressed in a Constraint Equation under clause 5.7.3:

i. the information recorded by BANANAS for each Dispatch Instruction under clause 7.6.8;

ii. the unique identifier for each relevant Constraint Equation that bound in the Dispatch Interval;

(d) insofar as the terms of the NCESS Contract cannot be expressed in a Constraint Equation, the information recorded by BANANAS under clause 5.7.4; and

(e) any other information reasonably required for the Network Operator to determine the quantity of service provided by the Facility under the NCESS Contract.

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| **Explanatory Note**  Chapter 6 is to be renamed ‘The Short Term Energy Market’ and will be limited to matters relating only to the Short Term Energy Market (**STEM**).  The STEM is a financially binding day-ahead market. STEM provides a centrally coordinated opportunity for Market Participants to trade around their bilateral positions, supplementing and complementing the off-market bilateral contracts regime. It allows for financial trading against contract positions, rather than centralised scheduling and commitment, though it does provide a firm financial basis for commitment of long-start-time Registered Facilities.  The changes focus on four main aspects:   * removing narrow windows and timings for BANANAS and Market Participants to submit information, in favour of continuously updated information from BANANAS, and flexibility for Market Participants to submit information at their convenience; * Market Participants will now use data from the Pre-Dispatch Schedules to bound their STEM submissions, replacing the current requirement for BANANAS to calculate certain information daily for use in the STEM; * adjusting the present requirement to offer in at short-run marginal cost where the Market Participant has market power, to explicitly allow incorporation of a risk premium where a Market Participant is uncertain of its ability to generate, including for projected ESS provision; and * removing the requirement for Market Participants to lock-in energy to meet their Net Bilateral Position in the STEM, allowing Market Participants to leave some of their position open until the Real-Time Market.   As a result of Chapter 6 being limited to matters relating only to the STEM, further amendments are as follows:   * sections 6.1 to 6.11 (STEM) will be retained subject to amendments in these WEM Rules to reflect the changes outlined above; * sections 6.11A and 6.12 (Non-Balancing Dispatch) are deleted and replaced by new arrangements in the Central Dispatch Process in Chapter 7; * sections 6.13 and 6.14 (Settlement quantities) will be retained subject to amendments to Settlement (Chapter 9); * section 6.15 (TES) is deleted as part of the amendments to Settlement (Chapter 9); * section 6.16 (Metered Schedule) will be retained subject to amendments to Settlement (Chapter 9); * sections 6.16A, 6.16B and clauses 6.17.3 to 6.17.5C (Out of Merit and Constrained Payments) are deleted and replaced by uplift payments and other amendments to Settlement (Chapter 9); * clauses 6.17.1 and 6.17.2 (Balancing Settlement Quantities) are retained and renamed, and adjusted for the new Real-Time Market as reflected in Settlement (Chapter 9); * clauses 6.17.6 to 6.17.8 (Non-Balancing Facility dispatch payments) are deleted pursuant to amendments to Settlement (Chapter 9) (and changes relating to the Reserve Capacity Mechanism that are scheduled to commence on 1 October 2021); * clause 6.17.9 (Settlement Tolerance) is retained and moved to Chapter 9 pursuant to the amendments to Settlement (Chapter 9); * clause 6.17.10 and section 6.18 (Portfolio Settlement Tolerance) is deleted (as the portfolio will no longer exist under the new market arrangements) pursuant to the amendments to Settlement (Chapter 9); * section 6.19 (Market Advisories) is deleted and merged with Dispatch Advisories to create new Market Advisories in section 7.11; * section 6.20 (Energy Price Limits) is retained subject to amendments pursuant to the amendments in the Market Power workstream; and * section 6.21 (Settlement Data) is retained subject to amendments to Settlement (Chapter 9).   Various clauses in Chapter 6 are also amended to reflect the Amending Rules contained in the Rule Change Panel's Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process).  However, as this companion version of the WEM Rules only shows the Tranches 2 and 3 Amendments as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process) to see the changes that will commence on 29 June 2021 and apply until the relevant clauses in the Tranches 2 and 3 Amendments commence. |

6. The Short Term Energy Market

Energy Scheduling Timetable and Process

6.1. [Blank]

6.2. Bilateral Submission Timetable and Process

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| **Explanatory Note**  Clause 6.2.1 is amended to restore the current window for Bilateral Submissions for the New WEM. |

6.2.1. A Market Participant may submit Bilateral Submission data for a Trading Day to BANANAS between:

(a) 8:00 AM on the day that is seven days prior to the start of the Scheduling Day for the Trading Day; and

(b) the Bilateral Submission Cutoff for the Trading Day.

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| **Explanatory Note**  Clause 6.2.2 is amended to restore the current arrangements for the processing of Standing Bilateral Submissions for the New WEM, i.e. so that they are used to make Bilateral Submissions for a Trading Day at the time the Trading Day enters the Bilateral Submission window. |

6.2.2. Where, at the time specified in clause 6.2.1(a) for a Trading Day:

(a) BANANAS holds a Standing Bilateral Submission applicable to the Trading Day for a Market Participant; and

(b) the Standing Bilateral Submission conforms to the requirements of section 6.7 at that time,

BANANAS must make the Standing Bilateral Submission the Bilateral Submission for the Trading Day for the Market Participant as at the time specified in clause 6.2.1(a).

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| **Explanatory Note**  Clause 6.2.2A requires BANANAS to accept or reject Bilateral Submission data and to notify the Market Participant of its decision.  Industry feedback noted that this and other clauses in chapter 6 require BANANAS to process data and notify the participant “as soon as practicable”, without a specified latest time. These activities are currently automated and completed in a matter of seconds. While a specified latest time is useful for manual processes with varying durations, the use of “as soon as practicable” for automated short duration processes is sufficient.  Clause 6.2.2A is further amended to reflect the above restoration of the current Bilateral Submission window arrangements. |

6.2.2A. Where BANANAS receives Bilateral Submission data from a Market Participant under clause 6.2.1, BANANAS must, as soon as practicable after receiving the Bilateral Submission data:

(a) if the Bilateral Submission data complies with section 6.7 and was provided during the period described in clause 6.2.1, make the Bilateral Submission data the Bilateral Submission for the Trading Day; and

(b) notify the Market Participant which submitted the Bilateral Submission data under clause 6.2.1, that:

i. the Bilateral Submission data has been made the Bilateral Submission for the Trading Day to which the Bilateral Submission data submitted under clause 6.2.1 relates; or

ii. BANANAS rejects the Bilateral Submission data as it does not comply with section 6.7, or was not received during the period described in clause 6.2.1 for the Trading Day to which the Bilateral Submission data submitted under clause 6.2.1 relates.

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| **Explanatory Note**  Clause 6.2.3 is amended to:   * reflect the above restoration of the current Bilateral Submission window arrangements; * require the Bilateral Submission quantities to be provided for each Trading Interval in the Bilateral Submission Results Window, instead of each Trading Interval in the Week-Ahead Schedule Horizon; and * update the list of events that will trigger an update of the Bilateral Submission quantities. |

6.2.3. BANANAS must maintain and provide to each Market Participant the Bilateral Submission quantities associated with that Market Participant for each Trading Interval in the Bilateral Submission Results Window, including the party supplying, or being supplied by, the Market Participant. BANANAS must update this information whenever BANANAS:

(a) makes a Bilateral Submission under clause 6.2.2;

(b) accepts Bilateral Submission data under clause 6.2.2A(a); or

(c) disregards cancelled Bilateral Submission data from a Bilateral Submission under clause 6.2.5(a).

6.2.4. [Blank]

6.2.4A. [Blank]

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| **Explanatory Note**  Clause 6.2.4B is amended to reflect the above restoration of the current Bilateral Submission window arrangements. |

6.2.4B. A Market Participant may cancel Bilateral Submission data held by BANANAS for any Trading Interval during the period described in clause 6.2.1 for the Trading Day to which the cancelled Bilateral Submission data relates.

6.2.5. Where any Bilateral Submission data is cancelled in accordance with clause 6.2.4B, BANANAS must, as soon as practicable:

(a) disregard the cancelled Bilateral Submission data from the Bilateral Submission; and

(b) notify the Market Participant which cancelled the Bilateral Submission that the data has been disregarded from the Bilateral Submission for the Trading Interval of the Trading Day to which the cancelled Bilateral Submission data relates.

6.2.6. [Blank]

6.2.7. By submitting Bilateral Submission data, a Market Participant acknowledges that it is acting with the permission of all affected Market Participants.

6.2A. Standing Bilateral Submission Timetable and Process

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| **Explanatory Note**  Clause 6.2A.1 is amended to remove the current window for provision of Standing Bilateral Submission data to BANANAS. Market Participants will be able to submit Standing Bilateral Submissions to BANANAS at any time. |

6.2A.1. A Market Participant may submit Standing Bilateral Submission data to BANANAS at any time.

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| **Explanatory Note**  Clause 6.2A.2 is amended to improve the drafting to clarify that BANANAS is required to accept or reject Standing Bilateral Submission data and notify the Market Participant of its decision.  Industry feedback noted that the start of the next Scheduling day is midnight, potentially inconsistent with the Bilateral Submission Cutoff, which is 8.50am. While a specified latest time is useful for manual processes with varying durations, the use of “as soon as practicable” for automated short duration processes is sufficient, and for consistency with similar STEM clauses we have removed the specified latest time. |

6.2A.2. BANANAS must, as soon as practicable after receiving Standing Bilateral Submission data under clause 6.2A.1:

(a) accept the Standing Bilateral Submission data provided it complies with section 6.7 and revise the Standing Bilateral Submission to reflect the Standing Bilateral Submission data; and

(b) notify the Market Participant which submitted the Standing Bilateral data under clause 6.2A.1 that:

i. BANANAS accepts the Standing Bilateral Submission data and has revised the Standing Bilateral Submission to reflect the Standing Bilateral Submission data; or

ii. BANANAS rejects the Standing Bilateral Submission data as it does not comply with section 6.7.

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| **Explanatory Note**  Clause 6.2A.2A is amended to restore the current arrangements for the processing of Standing Bilateral Submissions for the New WEM. |

6.2A.2A. Standing Bilateral Submission data accepted by BANANAS under clause 6.2A.2 will apply from the next time that BANANAS is required to use Standing Bilateral Submissions to make Bilateral Submissions under clause 6.2.2.

6.2A.3. Standing Bilateral Submission data must be associated with a day of the week and when used as Bilateral Submission data will only apply to Trading Days commencing on that day of the week.

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| **Explanatory Note**  Clause 6.2A.4 is amended to clarify the level of granularity permitted for cancellations of Standing Bilateral Submission data.  Following the consultation period for Exposure Draft 2 further changes were made to clauses 6.2A.4 and 6.2A.5 to further clarify the intent of the clauses. |

6.2A.4. A Market Participant may at any time cancel Standing Bilateral Submission data accepted by BANANAS under clause 6.2A.2(a) for Trading Intervals starting at a specified time on Trading Days starting on a specified day of the week.

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| **Explanatory Note**  Clause 6.2A.5 is amended to improve the drafting to clarify BANANAS’s obligations when a Market Participant cancels Standing Bilateral Submission data. |

6.2A.5. Where any Standing Bilateral Submission data is cancelled in accordance with clause 6.2A.4, BANANAS must, as soon as practicable:

(a) disregard the cancelled Standing Bilateral Submission data from the Standing Bilateral Submission; and

(b) notify the Market Participant which cancelled the Standing Bilateral Submission data under clause 6.2A.4, that the cancelled Standing Bilateral Submission data has been disregarded from the Standing Bilateral Submission,

for the Trading Intervals to which the cancelled Standing Bilateral Submission data relates.

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| **Explanatory Note**  New clause 6.3.1 requires BANANAS to finalise the Electric Storage Resource Obligation Intervals for the next Trading Day and document its expectation of the Electric Storage Resource Obligation Intervals for the subsequent seven Trading Days by 6:50 AM on each Scheduling Day. This information is then made available to all Market Participants under clause 6.3A.2 and used to determine capacity adjusted outage quantity and Reserve Capacity Obligation Quantity estimates under clause 6.3A.3.  The deadline has moved from 8:00 AM (as proposed in Tranche 6 Exposure Draft 1) to 6:50 AM, in response to concerns raised by stakeholders during consultation that an 8:00 AM deadline would not give Market Participants enough notice of changes. The new deadline balances the need to give Market Participants adequate notice of changes and the security and reliability benefits of allowing BANANAS to determine the final Electric Storage Resource Obligation Intervals for a Trading Day as late as possible. |

6.3. Determination of Electric Storage Resource Obligation Intervals

6.3.1. BANANAS must, in accordance with the WEM Procedure referred to in clause 4.11.3A, determine and record the following information by 6:50 AM on each Scheduling Day:

(a) the Electric Storage Resource Obligation Intervals that will apply during the Trading Day for the Scheduling Day; and

(b) the Electric Storage Resource Obligation Intervals that BANANAS expects will apply during each of the seven following Trading Days.

6.3A. Information to Support the Bilateral and STEM Submission Process

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| **Explanatory Note**  Clause 6.3A.1 is amended to:   * reflect the above restoration of the current Bilateral Submission window arrangements; * require the total energy quantity to be published for each Trading Interval in the Bilateral Submission Results Window, instead of each Trading Interval in the Week-Ahead Schedule Horizon; * update the list of events that will trigger an update of the total energy quantity; and * capitalise the defined term “Bilateral Contracts”. |

6.3A.1. BANANAS must publish the total energy, in MWh, as measured at the Reference Node, scheduled with BANANAS under Bilateral Contracts for each Trading Interval in the Bilateral Submission Results Window. BANANAS must update this information whenever BANANAS:

(a) makes a Bilateral Submission under clause 6.2.2;

(b) accepts Bilateral Submission data under clause 6.2.2A(a); or

(c) disregards cancelled Bilateral Submission data from a Bilateral Submission under clause 6.2.5(a).

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| **Explanatory Note**  Clause 6.3A.2 as proposed in Tranche 6 Exposure Draft 1 is replaced with two clauses, due to the change in deadline for determining and providing to Market Participants the final Electric Storage Resource Obligation Intervals for a Trading Day.  Revised clause 6.3A.2 requires BANANAS to provide, by 6:50 AM on each Scheduling Day, details of the Electric Storage Resource Obligation Intervals for the next eight Trading Days, as determined under clause 6.3.1. (This replaces the previous requirement from the Tranches 2 and 3 Amendments to notify Market Participants with Electric Storage Resources of changes to the Electric Storage Resource Obligation Intervals for the next Trading Day in clause 6.2.8).  New clause 6.3A.2A requires BANANAS to provide, by 8:00 AM on each Scheduling Day, a demand forecast for the Trading Day for the Scheduling Day (comprising Forecast Operational Demand and Forecast Operational Withdrawal), derived from the most recently determined Pre-Dispatch Schedule (which replaces the previous demand forecast requirement in clause 6.3A.3(g)). The clause has been updated since the consultation period for Exposure Draft 2 to use the appropriate new forecast quantities. |

6.3A.2. BANANAS must make the following information available to each Market Participant by 6:50 AM on each Scheduling Day:

(a) the Electric Storage Resource Obligation Intervals that will apply for the Trading Day for the Scheduling Day, as determined by BANANAS under clause 6.3.1(a); and

(b) the Electric Storage Resource Obligation Intervals that BANANAS expects will apply for each of the seven Trading Days following the Trading Day for the Scheduling Day, as determined by BANANAS under clause 6.3.1(b).

6.3A.2A. BANANAS must make available to each Market Participant, by 8:00 AM on each Scheduling Day, for each Trading Interval in the Trading Day for the Scheduling Day, the Forecast Operational Demand and Forecast Operational Withdrawal as determined from the most recent Pre-Dispatch Schedule that BANANAS has made available to Market Participants.

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| **Explanatory Note**  Revised clause 6.3A.3 requires BANANAS to do the following on the morning of each Scheduling Day between 8:00 AM and 8:30 AM:   * record a snapshot of the approved Commissioning Test Plans, Planned Outages and Forced Outages that are expected to occur during the STEM Submission Information Window (the eight Trading Days starting with the Trading Day for the Scheduling Day); * use this snapshot information to determine the required STEM Submission quantity limits, capacity adjusted outage quantity estimates and Reserve Capacity Obligation Quantity estimates for each Trading Interval and/or Dispatch Interval (as appropriate) in the STEM Submission Information Window.   The Maximum Supply Capability and Maximum Consumption Capability limits are each set to a minimum of 0.001 MWh, to ensure that a Market Participant is always able to the submit a Portfolio Supply Curve/Portfolio Demand Curve with at least one Price-Quantity Pair. This removes the need to include distinct Participant Interval Minimum STEM Price and Participant Interval Maximum STEM Price parameters in STEM Submissions, because a Market Participant will be able to effectively specify these values through the minimum and maximum prices in their Price-Quantity Pairs.  Following further consultation:   * clause 6.3A.3(g) is further amended to require the determination of capacity adjusted outage quantity estimates at the Facility level, as required for use in clauses 4.26.2AD(b) and 4.26.2AH(g); and * clause 6.3A.3(h) is further amended to require the determination of STEM RCOQs at the Facility level, as required for use in clauses 4.26.2AD(a) and 4.26.2AG(b). |

6.3A.3. Between 8:00 AM and 8:30 AM each Scheduling Day, BANANAS must:

(a) identify and record the details of each approved Commissioning Test Plan that includes one or more Dispatch Intervals in the STEM Submission Information Window;

(b) identify and record the details of each Planned Outage or Forced Outage for energy recorded by BANANAS for a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility with a duration that includes one or more Dispatch Intervals in the STEM Submission Information Window;

(c) determine the Maximum Facility Supply Capability for each Scheduled Facility, Semi-Scheduled Facility and Non-Scheduled Facility f for each Dispatch Interval DI in the STEM Submission Information Window as:

where:

i. MinAvail(f,DI) is:

1. where no Planned Outages or Forced Outages for Facility f with a duration that includes Dispatch Interval DI were identified under clause 6.3A.3(b), the maximum sent out capacity of Facility f as recorded in Standing Data for Dispatch Interval DI; and

2. otherwise, the minimum Remaining Available Capacity for energy recorded for Facility f in Dispatch Interval DI for the Planned Outages and Forced Outages identified under clause 6.3A.3(b); and

ii. LF(f,DI) is the Loss Factor for Facility f in Dispatch Interval DI;

(d) determine the Maximum Facility Supply Capability for each Scheduled Facility, Semi-Scheduled Facility and Non-Scheduled Facility f for each Trading Interval t in the STEM Submission Information Window as:

where:

i. MFSC(f,DI) is the Maximum Facility Supply Capability determined by BANANAS for Facility f for Dispatch Interval DI under clause 6.3A.3(c); and

ii. DI∊t denotes all Dispatch Intervals DI in Trading Interval t;

(e) determine the Maximum Supply Capability for each Market Participant p for each Trading Interval t in the STEM Submission Information Window as:

where:

i. MFSC(f,t) is the Maximum Facility Supply Capability determined by BANANAS for Facility f for Trading Interval t under clause 6.3A.3(d); and

ii. ) denotes all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities f registered to Market Participant p in Trading Interval t;

(f) determine the Maximum Consumption Capability for each Market Participant p for each Trading Interval t in the STEM Submission Information Window as:

where:

i. StandingMCC(p,t) is the maximum Loss Factor adjusted quantity of energy, in units of MWh, that could be consumed during Trading Interval t by Market Participant p’s Registered Facilities and Non‑Dispatchable Loads, as specified in Standing Data;

(g) using the assumptions specified in clause 6.3A.4, determine and record an estimate of the Capacity Adjusted Forced Outage Quantity and Capacity Adjusted Planned Outage Quantity for each Scheduled Facility or Semi‑Scheduled Facility, and each Separately Certified Component of a Scheduled Facility or Semi‑Scheduled Facility, for each Dispatch Interval and each Trading Interval in the STEM Submission Information Window in which BANANAS considers the relevant Facility will be in Commercial Operation; and

(h) using the assumptions specified in clause 6.3A.4, determine and record an estimate of the Reserve Capacity Obligation Quantity for each Scheduled Facility or Semi-Scheduled Facility, and each Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility, for each Dispatch Interval in the STEM Submission Information Window in which BANANAS considers the relevant Facility will be in Commercial Operation.

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| **Explanatory Note**  Revised clause 6.3A.4 sets out the assumptions that BANANAS must use when determining capacity adjusted outage quantity and Reserve Capacity Obligation Quantity estimates under clause 6.3A.3. |

6.3A.4. When determining Capacity Adjusted Planned Outage Quantity, Capacity Adjusted Forced Outage Quantity and Reserve Capacity Obligation Quantity estimates on a Scheduling Day under clauses 6.3A.3(g) and 6.3A.3(h), BANANAS must assume that:

(a) the Electric Storage Resource Obligation Intervals for the Trading Days in the STEM Submission Information Window are the same as those determined by BANANAS on the Scheduling Day under clause 6.3.1;

(b) the Commissioning Test Plan details for each Facility for each Dispatch Interval in the STEM Submission Information Window are the same as those identified by BANANAS on the Scheduling Day under clause 6.3A.3(a);

(c) the Planned Outage and Forced Outage details for each Separately Certified Component for each Dispatch Interval in the STEM Submission Information Window are the same as those identified by BANANAS on the Scheduling Day under clause 6.3A.3(b);

(d) the maximum daily temperature at the site of each relevant Facility does not exceed 41 degrees Celsius on any Trading Day in the STEM Submission Information Window; and

(e) the Reserve Capacity Obligation Quantity of an Electric Storage Resource is not reduced under clause 4.12.5(g) for any Dispatch Interval in the STEM Submission Information Window.

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| **Explanatory Note**  Revised clause 6.3A.5 requires BANANAS to make available to Market Participants by 8:30 AM on the Scheduling Day the STEM Submission quantity limits, capacity adjusted outage quantity estimates and Reserve Capacity Obligation Quantity estimates that it has determined under clause 6.3A.3.  The clause as presented in Exposure Draft 1 is further amended to correct the cross-references in clauses 6.3A.5(b) and 6.3A.5(c). |

6.3A.5. By 8:30 AM on each Scheduling Day, BANANAS must make available to each Market Participant the following parameters for information in forming its STEM Submissions:

(a) for each Trading Interval in the STEM Submission Information Window:

i. the Maximum Facility Supply Capability determined on the Scheduling Day under clause 6.3A.3(d) for each Scheduled Facility, Semi-Scheduled Facility and Non-Scheduled Facility registered to the Market Participant in the Trading Interval;

ii. the Maximum Supply Capability determined on the Scheduling Day under clause 6.3A.3(e) for the Market Participant; and

iii. the Maximum Consumption Capability determined on the Scheduling Day under clause 6.3A.3(f) for the Market Participant;

(b) for each Trading Interval in the STEM Submission Information Window, for each Separately Certified Component of a Scheduled Facility or Semi‑Scheduled Facility for which the Market Participant holds Capacity Credits in the Trading Interval and which BANANAS considers to be in Commercial Operation in the Trading Interval:

i. the Capacity Adjusted Forced Outage Quantity estimate determined on the Scheduling Day under clause 6.3A.3(g); and

ii. the Capacity Adjusted Planned Outage Quantity estimate determined on the Scheduling Day under clause 6.3A.3(g); and

(c) for each Dispatch Interval in the STEM Submission Information Window, for each Separately Certified Component of a Scheduled Facility or Semi‑Scheduled Facility for which the Market Participant holds Capacity Credits in the Dispatch Interval and which BANANAS considers to be in Commercial Operation in the Dispatch Interval:

i. the Capacity Adjusted Forced Outage Quantity estimate determined on the Scheduling Day under clause 6.3A.3(g);

ii. the Capacity Adjusted Planned Outage Quantity estimate determined on the Scheduling Day under clause 6.3A.3(g); and

iii. the Reserve Capacity Obligation Quantity estimate determined on the Scheduling Day under clause 6.3A.3(h).

6.3B. STEM Submissions Timetable and Process

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| **Explanatory Note**  Clause 6.3B.1 is amended to make the window for STEM Submissions similar to that used for Bilateral Submissions |

6.3B.1. A Market Participant may submit STEM Submission data for a Trading Day to BANANAS between:

(a) 8:30 AM on the day that is seven days prior to the start of the Scheduling Day for the Trading Day; and

(b) the STEM Submission Cutoff for the Trading Day.

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| **Explanatory Note**  Clause 6.3B.1A is amended to restore the current arrangements for the processing of Standing STEM Submissions for the new WEM, except that the processing will occur at 8:30 AM on the Scheduling Day instead of 9:00 AM.  The processing time has been moved from the time proposed in Exposure Draft 1 (i.e. when the Trading Day first enters the STEM Submission window), in response to a concern raised by Synergy that if   * a STEM Submission is ‘trimmed’ to reflect a Planned Outage that is subject to a late cancellation; and * the Market Participant has system issues that prevent it from updating its STEM Submission on the Scheduling Day,   then the Market Participant could incur a Net STEM Shortfall and be exposed to Reserve Capacity refunds.  The new processing time falls after the final lock in of outages for a Trading Day on the Scheduling Day, which removes any risk that a Standing STEM Submission will be trimmed based on outage data that subsequently changes. |

6.3B.1A. Where, at 8:30 AM on the Scheduling Day for a Trading Day:

(a) BANANAS does not hold a STEM Submission applicable to the Trading Day for the Market Participant;

(b) BANANAS holds a Standing STEM Submission applicable to the Trading Day for a Market Participant; and

(c) the Standing STEM Submission conforms to the requirements of section 6.6 at that time,

BANANAS must, subject to clause 6.3B.1B, make the Standing STEM Submission the STEM Submission for the Trading Day for the Market Participant as at 8:30 AM on the Scheduling Day for the Trading Day.

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| **Explanatory Note**  Clause 6.3B.1B is amended to move the details of the STEM Submission adjustment process to clause 6.3B.2. This process will also be used by BANANAS for the daily adjustments to STEM Submissions required under the new clause 6.3B.1C. |

6.3B.1B. If BANANAS is required to use a Standing STEM Submission to make a STEM Submission for a Trading Day under clause 6.3B.1A, but the Standing STEM Submission does not comply with section 6.6, then BANANAS must, using the process specified in clause 6.3B.2, adjust the Standing STEM Submission to make it a valid STEM Submission with respect to each Trading Interval in the Trading Day.

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| **Explanatory Note**  New clause 6.3B.1C requires BANANAS to review and adjust any previously accepted STEM Submissions that have become invalid following changes to relevant factors such as Outages, Commissioning Tests or Energy Price Limits. |

6.3B.1C. Between 8:30 AM and 9:00 AM each Scheduling Day, BANANAS must use the process specified in clause 6.3B.2 to review and where necessary adjust each STEM Submission it holds for a Trading Interval in the STEM Submission Information Window.

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| **Explanatory Note**  New clause 6.3B.2 specifies the STEM Submission adjustment process used to ensure that the Price-Quantity Pairs in Portfolio Supply Curves and Portfolio Demand Curves comply with the requirements of section 6.6. |

6.3B.2. BANANAS must use the following process to adjust a Standing STEM Submission to make a valid STEM Submission for a Trading Interval under clause 6.3B.1B and to review and adjust a STEM Submission for a Trading Interval under clause 6.3B.1C:

(a) If the cumulative MWh quantity over all Price-Quantity Pairs in the Portfolio Supply Curve is greater than the Maximum Supply Capability for the Market Participant for the Trading Interval which was determined on the current Scheduling Day under clause 6.3A.3(e), the Price-Quantity Pairs must be adjusted downward so that the cumulative MWh quantity over all the Price‑Quantity Pairs equals the Maximum Supply Capability. This must be achieved by deleting successively or reducing the highest price Price‑Quantity Pairs until the cumulative MWh quantity over all remaining Price‑Quantity Pairs equals the Maximum Supply Capability.

(b) If the cumulative MWh quantity over all Price-Quantity Pairs in the Portfolio Demand Curve is greater than the Maximum Consumption Capability for the Market Participant for the Trading Interval which was determined on the current Scheduling Day under clause 6.3A.3(f), the Price-Quantity Pairs must be adjusted downward so that the cumulative MWh quantity over all the Price‑Quantity Pairs equals the Maximum Consumption Capability. This must be achieved by deleting successively or reducing the highest price Price‑Quantity Pairs until the cumulative MWh quantity over all remaining Price‑Quantity Pairs equals the Maximum Consumption Capability.

(c) If the price in any Price-Quantity Pair in the Portfolio Supply Curve or Portfolio Demand Curve is greater than the Energy Offer Price Ceiling which will apply (or which BANANAS expects will apply) in the Trading Interval, the price in the Price-Quantity Pair must be replaced by the Energy Offer Price Ceiling which will apply (or which BANANAS expects will apply) in the Trading Interval.

(d) If the price in any Price-Quantity Pair in the Portfolio Supply Curve or Portfolio Demand Curve is less than the Energy Offer Price Floor which will apply (or which BANANAS expects will apply) in the Trading Interval, the price in the Price-Quantity Pair must be replaced by the Energy Offer Price Floor which will apply (or which BANANAS expects will apply) in the Trading Interval.

(e) [Blank]

(f) If multiple Price-Quantity Pairs in the Portfolio Supply Curve share the same price, they must be replaced with a single Price-Quantity Pair for that price with a MWh quantity equal to the sum of the MWh quantities in the Price-Quantity Pairs which are being replaced.

(g) If multiple Price-Quantity Pairs in the Portfolio Demand Curve share the same price, they must be replaced with a single Price-Quantity Pair for that price with a MWh quantity equal to the sum of the MWh quantities in the Price-Quantity Pairs which are being replaced.

To avoid doubt, the process steps specified in this clause 6.3B.2 must be performed in the order listed, and a reference to a Portfolio Supply Curve or Portfolio Demand Curve in those clauses is a reference to the Portfolio Supply Curve or Portfolio Demand Curve as adjusted by any earlier steps in the process.

6.3B.3. Where BANANAS receives STEM Submission data from a Market Participant under clause 6.3B.1, BANANAS must, as soon as practicable after receiving the STEM submission data:

(a) if the STEM Submission data complies with section 6.6, make the STEM Submission data the STEM Submission for that Trading Day; and

(b) notify the Market Participant which submitted the STEM Submission data under clause 6.3B.1, that:

i. the STEM Submission data has been made the STEM Submission for that Trading Day; or

ii. BANANAS has rejected the STEM Submission data as it did not comply with section 6.6.

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| **Explanatory Note**  Clause 6.3B.4 is amended to:   * reflect the above restoration of the current Standing STEM Submission arrangements; * clarify that the STEM Submission details provided by BANANAS will incorporate any adjustments it has made under clauses 6.3B.1B or 6.3B.1C; * require the details to be provided for each Trading Interval in the STEM Submission Results Window, instead of each Trading Interval in the Week-Ahead Schedule Horizon; and * update the list of events that will trigger an update of the STEM Submission details. |

6.3B.4. BANANAS must maintain and provide to each Market Participant full details of the Market Participant’s STEM Submissions, as adjusted under clauses 6.3B.1B and 6.3B.1C, for each Trading Interval in the STEM Submission Results Window. BANANAS must update this information whenever BANANAS:

(a) makes a STEM Submission from a Standing STEM Submission under clause 6.3B.1A;

(b) accepts STEM Submission data under clause 6.3B.3(a);

(c) adjusts STEM Submission data under clause 6.3B.1C; or

(d) disregards cancelled STEM Submission data under clause 6.3B.6(a).

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| **Explanatory Note**  Clause 6.3B.5 is amended to reflect the changes to the window for STEM Submissions. |

6.3B.5. A Market Participant may cancel any STEM Submission data held by BANANAS for a Trading Interval in a Trading Day during the time interval specified for the Trading Day in clause 6.3B.1.

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| **Explanatory Note**  Clause 6.3B.6 is amended to improve the drafting and to clarify BANANAS’s obligations when a Market Participant cancels any STEM Submission data. |

6.3B.6. Where any STEM Submission data is cancelled in accordance with clause 6.3B.5, BANANAS must, as soon as practicable:

(a) disregard the cancelled STEM Submission data from the STEM Submission; and

(b) notify the Market Participant which cancelled the STEM Submission data under clause 6.3B.5, that the cancelled STEM Submission data has been disregarded from the STEM Submission,

for the Trading Interval of the Trading Day to which the cancelled Standing STEM Submission data relates.

6.3C. Standing STEM Submission Timetable and Process

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| **Explanatory Note**  Clause 6.3C.1 is amended to remove the time period for submission of Standing STEM Submission. A Standing STEM Submission can be submitted at any time. |

6.3C.1. A Market Participant may submit Standing STEM Submission data to BANANAS at any time.

6.3C.2. [Blank]

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| **Explanatory Note**  Clause 6.3C.3 is amended to improve the drafting and to clarify that BANANAS is required to accept or reject Standing STEM Submission data and notify the Market Participant of its decision. |

6.3C.3. BANANAS must, as soon as practicable after receiving Standing STEM Submission data under clause 6.3C.1:

(a) accept the Standing STEM Submission data provided it complies with section 6.6 and revise the Standing STEM Submission to reflect the Standing STEM Submission data; and

(b) notify the Market Participant which submitted the Standing STEM Submission data under clause 6.3C.1 that:

i. BANANAS accepts the Standing STEM Submission data and has revised the Standing STEM Submission to reflect the Standing STEM Submission data; or

ii. BANANAS rejects the Standing STEM Submission data as it does not comply with section 6.6.

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| **Explanatory Note**  Clause 6.3C.4 is amended to reflect the above restoration of the current arrangements for the use of Standing STEM Submissions to make STEM Submissions. |

6.3C.4. Standing STEM Submission data accepted by BANANAS under clause 6.3C.3 will apply from the next time that BANANAS is required to use Standing STEM Submissions to make STEM Submissions under clause 6.3B.1A.

6.3C.5. [Blank]

6.3C.6. [Blank]

6.3C.6A. Standing STEM Submission data must be associated with a day of the week and when used as STEM Submission data will only apply to Trading Days commencing on that day of the week.

6.3C.6B. A Market Participant may cancel Standing STEM Submission data accepted by BANANAS under clause 6.3C.3(a) for any Trading Interval of a day of the week at any time.

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| **Explanatory Note**  Clause 6.3C.6C is deleted and replaced to improve the drafting and to clarify BANANAS’s obligations when a Market Participant cancels any Standing STEM Submission data. |

6.3C.6C. Where any Standing STEM Submission data is cancelled under clause 6.3C.6B, BANANAS must, as soon as practicable:

(a) remove the cancelled Standing STEM Submission data from the Standing STEM Submission; and

(b) notify the Market Participant which cancelled the Standing STEM Submission data under clause 6.3C.6B, that the cancelled Standing STEM Submission data has been removed from the Standing STEM Submission,

for the Trading Interval of the day of the week to which the cancelled Standing STEM Submission data relates.

6.3C.7. [Blank]

6.3C.8. [Blank]

6.3C.9. If a Market Participant’s ability to consume or supply energy in any Trading Interval of a Trading Day is less than the maximum level of its STEM supply or consumption as indicated by its current Standing STEM Submission then that Market Participant must either:

(a) submit to BANANAS Standing STEM Submission data so as to revise its Standing STEM Submission to comply with this clause 6.3C.9; or

(b) for each Trading Interval for which the current Standing STEM Submission over-states the Market Participant's supply or consumption capabilities, submit STEM Submission data that complies with section 6.6 to BANANAS.

6.4. The STEM Auction Timetable and Process

6.4.1. BANANAS must undertake the process described in section 6.9 and determine the STEM Auction results for a Trading Day after the STEM Submission Cutoff, and before the STEM Results Deadline.

6.4.2. BANANAS must determine the total quantity of energy scheduled to be supplied under Bilateral Contracts and in the STEM Auction, by each Market Participant, for each Trading Interval of a Trading Day by the STEM Results Deadline.

6.4.3. BANANAS must make available to each Market Participant the following information in relation to a Trading Day by the STEM Results Deadline:

(a) the Trading Intervals, if any, in which the STEM Auction was suspended;

(b) the STEM Clearing Price in all Trading Intervals for which the STEM Auction was not suspended;

(c) the quantities scheduled in respect of that Market Participant in the STEM Auction for each Trading Interval; and

(d) the Net Contract Position of the Market Participant in each Trading Interval, as determined in accordance with clause 6.9.13.

6.4.4. [Blank]

6.4.5. [Blank]

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| **Explanatory Note**  Clause 6.4.6 is amended to:   * update the list of information preparation clauses; * reflect that timelines other than the Bilateral Submission Cutoff, STEM Submission Cutoff and STEM Results deadline may need to be extended; and * refine the list of requirements that an extension must meet. |

6.4.6. In the event of a failure of BANANAS's software systems or supporting infrastructure, or any delay in BANANAS publishing a Pre-Dispatch Schedule which includes all Trading Intervals in the relevant Trading Day, or BANANAS preparing information under clauses 6.2.3, 6.3.1, 6.3A.1, 6.3A.2, 6.3A.2A, 6.3A.3, 6.3A.5 or 6.3B.4, which prevents BANANAS from completing the relevant processes, BANANAS may extend one or more of the timelines prescribed in sections 6.2, 6.3, 6.3A, 6.3B and this section 6.4, subject to any such extension:

(a) not resulting in more than a two-hour delay to any of the timelines prescribed in sections 6.2, 6.3, 6.3A, 6.3B and this section 6.4;

(b) maintaining a window of at least 120 minutes between BANANAS making available the data referred to in clause 6.3A.2 and the Bilateral Submission Cutoff;

(c) maintaining a window of at least 50 minutes between BANANAS making available the data referred to in clause 6.3A.2A and the Bilateral Submission Cutoff;

(d) maintaining a window of at least 20 minutes between BANANAS making available the data referred to in clause 6.3A.5 and the Bilateral Submission Cutoff; and

(e) maintaining a window of at least 110 minutes between each of the following events and the STEM Submission Cutoff:

i. BANANAS making available to Market Participants the first Pre-Dispatch Schedule that includes all Trading Intervals in the relevant Trading Day;

ii. BANANAS making available to Market Participants the data referred to in clause 6.2.3 as at the Bilateral Submission Cutoff; and

iii. BANANAS making available to Market Participants the data referred to in clauses 6.3A.2A and 6.3A.5.

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| **Explanatory Note**  Clause 6.4.6A is amended to:   * update the list of clauses under which information is made available; * reflect that timelines other than the Bilateral Submission Cutoff, STEM Submission Cutoff and STEM Results deadline may need to be extended; and * refine the list of requirements that an extension must meet. |

6.4.6A. If BANANAS becomes aware of an error in any of the information contained in a Pre-Dispatch Schedule or made available to Market Participants under clauses 6.2.3, 6.3A.1, 6.3A.2, 6.3A.2A, 6.3A.5 or 6.3B.4 at any time before the publication of the relevant STEM Auction results under clause 6.4.3 or a suspension of the STEM under clause 6.10.1, BANANAS may:

(a) publish or release (as applicable) corrected or updated versions of the information it has published or released under clauses 6.2.3, 6.3A.1, 6.3A.2, 6.3A.2A, 6.3A.5 or 6.3B.4; and

(b) extend any of the relevant timelines prescribed in sections 6.2, 6.3, 6.3A, 6.3B and this section 6.4 to address the error, subject to any such extension:

i. not resulting in more than a two-hour delay to any of the timelines prescribed in sections 6.2, 6.3, 6.3A, 6.3B and this section 6.4;

ii. maintaining a window of at least 120 minutes between BANANAS making available to Market Participants the data referred to in clause 6.3A.2 and the Bilateral Submission Cutoff;

iii. maintaining a window of at least 50 minutes between BANANAS making available to Market Participants the data referred to in clause 6.3A.2A and the Bilateral Submission Cutoff;

iv. maintaining a window of at least 20 minutes between BANANAS making available to Market Participants the data referred to in clause 6.3A.5 and the Bilateral Submission Cutoff; and

v. maintaining a window of at least 110 minutes between each of the following events and the STEM Submission Cutoff:

1. BANANAS making available to Market Participants the first error-free Pre-Dispatch Schedule that includes all Trading Intervals in the relevant Trading Day;

2. BANANAS making available to Market Participants the data referred to in clause 6.2.3 as at the Bilateral Submission Cutoff; and

3. BANANAS making available to Market Participants the data referred to in clauses 6.3A.2A and 6.3A.5.

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| **Explanatory Note**  Clauses 6.4.6B and 6.4.6C are amended to reflect that timelines other than the Bilateral Submission Cutoff, STEM Submission Cutoff and STEM Results Deadline may need to be extended. |

6.4.6B. If BANANAS extends one or more of the timelines in sections 6.2, 6.3, 6.3A, 6.3B and this section 6.4 under clauses 6.4.6 or 6.4.6A or publishes or releases corrected information under clause 6.4.6A(a), BANANAS must notify Rule Participants of any extension and any amended timelines and any corrected information as soon as possible.

6.4.6C. If BANANAS considers that extending one or more of the timelines in sections 6.2, 6.3, 6.3A, 6.3B and this section 6.4 under clauses 6.4.6 or 6.4.6A would not provide enough time to allow BANANAS to undertake the process described in section 6.9 and publish a valid STEM Auction result under clauses 6.4.3(b), 6.4.3(c) and 6.4.3(d) by 1:30 PM on the relevant Scheduling Day, BANANAS must suspend the STEM Auction under clause 6.10.1.

6.4.7. Once published under clause 6.4.3, STEM Clearing Prices cannot be altered, either through disagreement under clause 9.20.6, or through dispute under clause 9.21.

6.5. [Blank]

STEM Submission and Bilateral Submission Formats

6.6. Format of STEM Submission and Standing STEM Submission Data

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| **Explanatory Note**  Clause 6.6.1 is amended to:   * remove the concept of Participant Interval Minimum STEM Prices and Participant Interval Maximum STEM Prices; and * remove the requirement to specify an effective date for Standing STEM Submissions. |

6.6.1. A Market Participant submitting STEM Submission data or a Standing STEM Submission data must include the following information in the applicable submission:

(a) the identity of the Market Participant making the submission;

(b) for STEM Submission data, for each Trading Interval included in the submission:

i. a Fuel Declaration;

ii. a Portfolio Supply Curve; and

iii. a Portfolio Demand Curve;

(c) for Standing STEM Submission data, the day of the week to which the submission relates, where data provided for a day of the week relates to the Trading Day commencing on that day, and for each Trading Interval included in the submission:

i. a Fuel Declaration;

ii. a Portfolio Supply Curve; and

iii. a Portfolio Demand Curve.

6.6.2. [Blank]

6.6.2A. For:

(a) a Fuel Declaration the Market Participant must declare which of its Liquid Fuel capable Registered Facilities are assumed to be operating on Liquid Fuel in forming the Portfolio Supply Curve;

(b) [Blank]

(c) [Blank]

(d) a Portfolio Supply Curve:

i. one or more Price-Quantity Pairs may be specified; and

ii. the cumulative MWh quantity over all Price-Quantity Pairs must not exceed the Maximum Supply Capability determined under clause 6.3A.3(e); and

(e) a Portfolio Demand Curve:

i. one or more Price-Quantity Pairs may be specified; and

ii. the cumulative quantity included in the Price-Quantity Pairs must not exceed the Maximum Consumption Capability determined under clause 6.3A.3(f).

6.6.3. [Blank]

6.6.4. The maximum number of Price-Quantity Pairs which a Market Participant may include in a Portfolio Supply Curve is 30.

6.6.5. For Price-Quantity Pairs in Portfolio Supply Curves:

(a) each Price-Quantity Pair must comprise one price and one quantity;

(b) each Price-Quantity Pair price must be:

i. in units of $/MWh expressed to a precision of $0.01/MWh;

ii. [Blank]

iii. greater than or equal to the Energy Offer Price Floor;

iv. less than or equal to the Energy Offer Price Ceiling; and

v. set such that no two Price-Quantity Pairs in a Portfolio Supply Curve have the same price;

(c) each Price-Quantity Pair quantity must be

i. in units of MWh expressed to a precision of 0.001 MWh;

ii. Loss Factor adjusted; and

(d) a Price-Quantity Pair means that the Market Participant is prepared to sell a quantity of energy into the STEM for that Price-Quantity Pair equal to:

i. 0 MWh if the STEM Clearing Price is less than the Price-Quantity Pair price;

ii. the Price-Quantity Pair quantity if the STEM Clearing Price is greater than the Price-Quantity Pair price; and

iii. an amount between 0 MWh and the Price-Quantity Pair quantity if the STEM Clearing Price equals the Price-Quantity Pair price.

6.6.6. [Blank]

6.6.7. The maximum number of Price-Quantity Pairs to be included in a Portfolio Demand Curve is 30.

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| **Explanatory Note**  Clause 6.6.8 is amended to remove the concept of Participant Interval Minimum STEM Prices and Participant Interval Maximum STEM Prices. |

6.6.8. For Price-Quantity Pairs in Portfolio Demand Curves:

(a) each Price-Quantity Pair price must be:

i. in units of $/MWh expressed to a precision of $0.01/MWh;

ii. less than or equal to the Energy Offer Price Ceiling;

iii. greater than or equal to the Energy Offer Price Floor; and

iv. set such that no two Price-Quantity Pairs in a Portfolio Demand Curve have the same price;

(b) each Price-Quantity Pair quantity must be:

i. in units of MWh expressed to a precision of 0.001 MWh; and

ii. Loss Factor adjusted; and

(c) a Price-Quantity Pair means that the Market Participant is prepared to buy a quantity of energy from the STEM for that Price-Quantity Pair equal to:

i. 0 MWh if the STEM Clearing Price is greater than the Price-Quantity Pair price;

ii. the Price-Quantity Pair quantity if the STEM Clearing Price is less than the Price-Quantity Pair price; and

iii. an amount between 0 MWh and the Price-Quantity Pair quantity if the STEM Clearing Price equals the Price-Quantity Pair price.

6.7. Format of Bilateral Submission Data

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| **Explanatory Note**  Clause 6.7.1 is amended to remove the requirement to specify an effective date in a Standing Bilateral Submission. |

6.7.1. A Market Participant submitting Bilateral Submission data or Standing Bilateral Submission data must include in the submission:

(a) the identity of the Market Participant making the submission;

(b) in the case of:

i. Bilateral Submission data, the Trading Day to which the submission relates; and

ii. Standing Bilateral Submission data, the day of the week to which the submission relates, where data provided for a day of the week relates to the Trading Day commencing on that day; and

(c) for each Trading Interval included in the submission:

i. the net quantity of energy to be sold by the submitting Market Participant;

ii. the identity of each Market Participant purchasing the energy covered by the Bilateral Submission;

iii. the net quantity of energy sold to each Market Participant identified in clause 6.7.1(c)(ii); and

iv. the sum of the quantities in clauses 6.7.1(c)(i) and 6.7.1(c)(iii) must be zero.

6.7.2. All quantities specified in a Bilateral Submission or a Standing Bilateral Submission:

(a) must be in units of MWh;

(b) must equal or exceed 0 MWh for net supply (that is, sold) by the relevant Market Participant;

(c) must be less than 0 MWh for net consumption (that is, purchased) from the relevant Market Participant;

(d) must be expressed to a precision of 0.001 MWh; and

(e) must be Loss Factor adjusted.

6.7.3. A Market Participant must not specify quantities in a Bilateral Submission or a Standing Bilateral Submission which exceed the quantity of energy that the Market Participant is contracted to supply to the relevant Market Participant.

6.7.4. A Market Participant must not significantly over-state its consumption as indicated by its Net Contract Position with a regularity that cannot be explained by a reasonable allowance for forecast uncertainty or the impact of Loss Factors.

6.8. [Blank]

The STEM Auction Process

6.9. The STEM Auction

6.9.1. BANANAS must undertake the process described in this clause 6.9 for each Trading Interval in a Trading Day.

6.9.2. The Net Bilateral Position for Market Participant p in Trading Interval t is:

(a) the sum of the quantities of energy referred to in clauses 6.7.1(c)(i) and 6.7.1(c)(iii) for the Market Participant in all Bilateral Submissions for Trading Interval t; or

(b) zero if no Bilateral Submissions for Trading Interval t refer to the Market Participant.

6.9.3. Subject to clause 6.9.4, BANANAS must determine STEM Offers and STEM Bids for each Market Participant for each Trading Interval in accordance with Appendix 6 using the valid STEM Submissions and Bilateral Submissions relating to that Trading Interval.

6.9.4. Where BANANAS does not hold a STEM Submission for a Market Participant for a Trading Interval, BANANAS must not determine STEM Offers or STEM Bids for that Market Participant in that Trading Interval.

6.9.5. BANANAS must determine an aggregate STEM bid curve for each Trading Interval from the STEM Bids where this aggregate STEM bid curve:

(a) describes the quantity that Market Participants in aggregate wish to purchase from BANANAS through the STEM at every price between, and including, the Energy Offer Price Floor and the Energy Offer Price Ceiling; and

(b) passes through the point indicating zero consumption at the Energy Offer Price Ceiling.

6.9.6. BANANAS must determine an aggregate STEM offer curve for each Trading Interval from the STEM Offers where this aggregate STEM offer curve:

(a) describes the quantity that Market Participants in aggregate wish to sell to BANANAS through the STEM at every price between, and including, the Energy Offer Price Floor and the Energy Offer Price Ceiling; and

(b) passes through the point indicating zero supply at the Energy Offer Price Floor.

6.9.7. BANANAS will determine the STEM Clearing Price for a Trading Interval as the lowest price at which the STEM offer curve for a Trading Interval intersects the STEM bid curve for the Trading Interval.

6.9.8. BANANAS will determine the STEM Clearing Quantity for a Trading Interval as the greatest quantity at which the STEM offer curve for the Trading Interval intersects the STEM bid curve for the Trading Interval.

6.9.9. All STEM Bid Price-Quantity Pairs for the Trading Interval with a price greater than the STEM Clearing Price for the Trading Interval must be scheduled by BANANAS.

6.9.10. A STEM Bid Price-Quantity Pair with a price equal to the STEM Clearing Price for the Trading Interval must be scheduled by BANANAS up to the Price-Quantity Pair quantity multiplied by:

(a) the STEM Clearing Quantity less the total quantity for STEM Bid Price-Quantity Pairs scheduled by BANANAS in accordance with clause 6.9.9; divided by

(b) the total quantity for all STEM Bid Price-Quantity Pairs with a price equal to the STEM Clearing Price.

6.9.11. All STEM Offer Price-Quantity Pairs for a Trading Interval with a price less than the STEM Clearing Price for the Trading Interval must be scheduled by BANANAS.

6.9.12. A STEM Offer Price-Quantity Pair for a Trading Interval with a price equal to the STEM Clearing Price for the Trading Interval must be scheduled by BANANAS up to the Price-Quantity Pair quantity multiplied by:

(a) the STEM Clearing Quantity less the total quantity for STEM Offer Price-Quantity Pairs scheduled by BANANAS in accordance with clause 6.9.11; divided by

(b) the total quantity for all STEM Offer Price-Quantity Pairs with a price equal to the STEM Clearing Price.

6.9.13. The Net Contract Position for Market Participant p in Trading Interval t is:

(a) the Net Bilateral Position for Market Participant p in Trading Interval t; minus,

(b) the amount of energy purchased by the Market Participant from BANANAS through the STEM at the STEM Clearing Price, which is the total quantity associated with Price-Quantity Pairs for Market Participant p scheduled by BANANAS under clause 6.9.9 or 6.9.10 for Trading Interval t where this energy purchased is represented as a positive value; plus

(c) the amount of energy sold by the Market Participant to BANANAS through the STEM at the STEM Clearing Price, which is the total quantity associated with Price-Quantity Pairs for Market Participant p scheduled by BANANAS under clause 6.9.11 or 6.9.12 for Trading Interval t where this energy sold is represented as a positive value.

6.10. Suspension of the STEM

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| **Explanatory Note**  Clause 6.10.1 is amended to use standard section and clause reference terminology.  Clauses 6.10.1, 6.10.2 and 6.10.3 are amended to capitalise the defined term “STEM Auction”. |

6.10.1. BANANAS must suspend the STEM Auction for a Trading Interval if BANANAS considers that it will not be in a position to undertake the process described in section 6.9 and publish a valid STEM Auction result under clauses 6.4.3(b), 6.4.3(c) and 6.4.3(d) for that Trading Interval by the STEM Results Deadline.

6.10.2. In the event that the STEM Auction for a Trading Interval is suspended under clause 6.10.1, no Market Participant can purchase energy from or sell energy to BANANAS through the STEM for that Trading Interval and no STEM Clearing Price is to be declared for that Trading Interval.

6.10.3. No compensation is due or payable to any Market Participant in the event that the STEM Auction for a Trading Interval is suspended under clause 6.10.1.

6.11. [Blank]

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| **Explanatory Note**  Sections 6.11A (not shown) and 6.12 are deleted and replaced with provisions in the Central Dispatch Process in Chapter 6.  However, these sections are also amended by the October 2021 RCM Pricing Amendments as a result of tranche based dispatch payments for DSPs ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year). As these sections are deleted to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the October 2021 RCM Pricing Amendments to see the changes to sections 6.11A and 6.12 that will apply from 1 October 2021 until the relevant Tranches 2 and 3 Amendments commence. |

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| **Explanatory Note**  Section 6.12 (The Non-Balancing Dispatch Merit Order) has been deleted by the Tranches 2 and 3 Amendments (Schedule C). Consequently:   * the heading that was above section 6.12 is deleted; and * section 6.12 is reinserted as “[Blank]” to maintain the section number sequence. |

6.12. [Blank]

6.13. [Blank]

6.14. [Blank]

6.15. [Blank]

6.16. [Blank]

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| **Explanatory Note**  Sections 6.16A and 6.16B are deleted and replaced by Energy Uplift Payments in section 9.9 and other provisions in Chapter 9. |

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| **Explanatory Note**  Section 6.17 is deleted. Energy settlement quantities do not require the definition of a Metered Balancing Quantity - see section 9.9, and constraint payments and the Balancing Portfolio will no longer exist.  However, various clauses in section 6.17 are also amended by the October 2021 RCM Pricing Amendments as a result of tranche based dispatch payments for DSPs ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year). As this section is deleted to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the October 2021 RCM Pricing Amendments to see the changes to section 6.17 that will apply from 1 October 2021 until the relevant Tranches 2 and 3 Amendments commence.  Clause 6.17.6D(b)(ii) has also been amended by the Tranche 5 Amendments (Schedule B). Please refer to the Tranche 5 Amendments to see the amendments to clause 6.17.6D(b)(ii) that will apply until the section is deleted by the Tranches 2 and 3 Amendments. |

6.17. [Blank]

6.18. [Blank]

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| **Explanatory Note**  Section 6.19 is deleted and merged with Dispatch Advisories to create new Market Advisories in section 7.11. |

6.19. [Blank]

6.20. [Blank]

Settlement Data

6.21. Settlement Data

6.21.1. BANANAS must provide the following information to the settlement system for each STEM Auction:

(a) a flag for each Trading Interval indicating if the STEM Auction was suspended for that Trading Interval;

(b) the STEM Clearing Price in each Trading Interval in units of $/MWh; and

(c) for each Market Participant participating in the STEM Auction, the STEM quantity scheduled in each Trading Interval, in units of MWh, where this amount must be positive for a sale of energy to BANANAS and negative for a purchase of energy from BANANAS.

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| **Explanatory Note**  Section 6.21 is deleted and relevant provisions dealt with as part of new section 9.4.  However, clause 6.21.2 is also amended by the October 2021 RCM Pricing Amendments as a result of tranche based dispatch payments for DSPs ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year). As this clause is deleted to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the October 2021 RCM Pricing Amendments to see the changes to clause 6.21.2 that will apply from 1 October 2021 until the relevant Tranches 2 and 3 Amendments commence. |

6.21.2. [Blank]

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| **Explanatory Note**  The requirement for BANANAS to publish STEM related data has been relocated from clauses 10.5.1(i) and 10.5.1(w) to new clause 6.22.1 in new section 6.22. |

6.22. STEM Data

6.22.1. BANANAS must publish on the WEM Website the following STEM summary information:

(a) for each Trading Interval in each completed Trading Day in the previous 12 calendar months:

i. the total STEM Offer quantity;

ii. the total STEM Bid quantity;

iii. whether the STEM was suspended in relation to the relevant Trading Interval;

iv. where the STEM was not suspended, the STEM quantity purchased by BANANAS; and

v. where the STEM was not suspended, the STEM Clearing Price;

(b) for each Trading Interval in each Trading Day during the 12 calendar months, before the end of the seventh day from the start of the Trading Day:

i. the STEM Offers by Market Participant;

ii. the STEM Bids by Market Participant;

iii. the quantity bought or sold in the STEM by Market Participant; and

iv. the Fuel Declaration made by Market Participant; and

(c) the STEM Price for each Trading Interval of the current Trading Month for which STEM Auction results have been released to Market Participants.

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| **Explanatory Note**  The structure of Chapter 7 reflects the integration of the operation of the Real-Time Market and the Central Dispatch Process in accordance with the Security Constrained Economic Dispatch (**SCED**) market model.  More specifically:   * Chapter 7 is renamed ‘Real-Time Market Operation and Dispatch’ and substantially amended; and * Chapters 7A and 7B are deleted.   As the name implies, SCED determines the most economic dispatch of individual resources across the SWIS. In the current market, BANANAS schedules energy and Essential System Services separately, and congestion on the network is accounted for by amendments to the market dispatch.  The adoption of the SCED market model, which includes consideration of network constraints in the calculation of dispatch schedules, is essential for the SWIS in order to maintain system security as congestion increases. Adopting the SCED market model will require BANANAS to replace the existing market and dispatch systems that it uses to operate the Wholesale Electricity Market.  Adopting a SCED market model is fundamental to realising the benefits of the sustainable and efficient management of network constraints, and is expected to deliver the following benefits.   * transparent determination of the least-cost dispatch outcome for the market, accounting for generation offers and network conditions, and allowing Market Participants to respond, resulting in increased competition in the Real-Time Market and a downward pressure on the energy price over time; * greater automation in the calculation of network constraints, which improves network efficiency by allowing constraints to be set less conservatively without compromising system reliability; and * greater automation in the dispatch process, so that system security can be managed efficiently as the level of constraints increases, and the generation mix continues to change.   However, various clauses in Chapter 7 are also amended by the October 2021 RCM Pricing Amendments, including as a result of tranche based dispatch payments for DSPs ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year), the Tranche 1 Amendments, the Miscellaneous Amendments No. 1 and the Amending Rules contained in the Rule Change Panel's Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process). As Chapter 7 is deleted to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the October 2021 RCM Pricing Amendments, Tranche 1 Amendments, Miscellaneous Amendments No. 1 and the Final Report for Rule Change Proposal RC\_2014\_03 (Administrative Improvements to the Outage Process) to see the changes to Chapter 7 that will either apply until the Tranches 2 and 3 Amendments to Chapter 7 commence, or that amend amending rules contained in the Tranches 2 and 3 Amendments.  Several clauses in Chapter 7 of the current WEM Rules have also been amended by the Tranche 5 Amendments (Schedule B). However, as this Chapter 7 reflects the amendments that will apply from the start of the new market, please refer to the Tranche 5 Amendments to see the amendments to those clauses that will apply until that time.  The key changes proposed to the Real-Time Market arrangements in Chapter 7 pursuant to the Tranche 6 Amendments include:   * changes to the rules around the provision and use of Injection and Withdrawal forecasts for Semi-Scheduled Facilities and Non-Scheduled Facilities; * changes to the obligations to provide Real-Time Market Submissions for Non-Scheduled Facilities; * clarification of how BANANAS uses Real-Time Market Submissions for Non-Scheduled Facilities in the Central Dispatch Process; * changes to the submission and dispatch arrangements for Demand Side Programmes; * clarification of the terminology, content requirements and processing rules for Real-Time Market Submissions; and * changes to the publication requirements for dispatch-related information.   The changes are described in more detail in the Explantory Notes to the relevant sections of Chapter 7. |

7 Real-Time Market Operation and Dispatch

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| **Explanatory Note**  Section 7.1 provides a head of power for the Real-Time Market and for BANANAS to document the new Real-Time Market Timetable in a WEM Procedure (which is required to be published on the WEM Website).  The Real-Time Market Timetable is the timetable developed by BANANAS for the operation of the Real-Time Market and the provision of certain market information relating to, amongst other things, dispatch and pre-dispatch, and specifies who must do what and by when.  As the Real-Time Market Timetable is required to be documented by BANANAS in a WEM Procedure, the Procedure Change Process in section 2.10 will need to be followed in relation to any proposed changes to the timetable. |

7.1. Real-Time Market

7.1.1. BANANAS must establish and operate the Real-Time Market.

7.1.2. BANANAS must:

(a) document the Real-Time Market Timetable in a WEM Procedure; and

(b) operate the Real-Time Market according to the Real-Time Market Timetable.

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| **Explanatory Note**  Clause 7.1.3 is amended to extend the scope of the Real-Time Market Timetable to cover timelines for:   * DSP Withdrawal Profile Submissions; and * the new DSP Week-Ahead Schedules and DSP Pre-Dispatch Schedules.   The timelines for the DSP Schedules are specified separately from the corresponding Market Schedules because they may not necessarily be generated at the same time.  Clause 7.1.3 is also amended to reflect that the publication of some information on the WEM Website may occur after the information is made available to Market Participants. |

7.1.3. The Real-Time Market Timetable must include:

(a) timelines for:

i. the submission of Real-Time Market Submissions and DSP Withdrawal Profile Submissions, including any subsequent or replacement submissions;

ii. the calculation and provision to Market Participants of the following information in a Dispatch Interval for the next Dispatch Interval:

1. Market Clearing Prices;

2. Dispatch Targets;

3. Dispatch Caps; and

4. Essential System Service Enablement Quantities;

iii. the calculation and provision to Market Participants of a Dispatch Schedule at least once each Dispatch Interval;

iv. the calculation and provision to Market Participants of a Pre-Dispatch Schedule at least once each Pre-Dispatch Interval;

v. the calculation and provision to Market Participants of a DSP Pre‑Dispatch Schedule at least once each Pre-Dispatch Interval;

vi. the calculation and provision to Market Participants of a Week-Ahead Schedule at least once each Trading Day;

vii. the calculation and provision to Market Participants of a DSP Week-Ahead Schedule at least once each Trading Day; and

viii. the publication of the information referred to in clauses 7.1.3(a)(ii) to 7.1.3(a)(vii) on the WEM Website; and

(b) any other information that BANANAS considers relevant to the operation of the Real-Time Market Timetable.

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| **Explanatory Note**  Section 7.2 provides the head of power for BANANAS to operate a Central Dispatch Process in accordance with the SCED market model, the objective of which is to maximise the value (of schedulable load) and minimise the cost of supply while taking into account various constraints. See also the Explanatory Note to Chapter 7.  The mathematical formulation of the Dispatch Algorithm that BANANAS uses in the Central Dispatch Process is to be published by BANANAS in a WEM Procedure. |

7.2. Central Dispatch Process

7.2.1. BANANAS must establish and operate the Central Dispatch Process to dispatch Registered Facilities in order to balance electricity supply and demand, using its reasonable endeavours to maintain Power System Security and Power System Reliability in accordance with Chapter 3.

7.2.2. BANANAS must use its reasonable endeavours to maximise the value of Real-Time Market trading:

(a) within the parameters for maintaining Power System Security and Power System Reliability in accordance with Chapter 3; and

(b) on the basis of Real-Time Market Submissions.

7.2.3. Where BANANAS reasonably determines that an urgent change to the Dispatch Algorithm is required to maintain Power System Security and Power System Reliability in accordance with Chapter 3, BANANAS may implement the change. Where BANANAS makes a change to the Dispatch Algorithm in accordance with this clause 7.2.3, BANANAS must:

(a) publish the change on the WEM Website, and the reasons the change was required in order for BANANAS to maintain Power System Security and Power System Reliability in accordance with Chapter 3; and

(b) if the Power System Security and Power System Reliability issue that is being addressed by the change is not temporary, BANANAS must as soon as practicable, submit a Procedure Change Proposal for revisions to the WEM Procedure referred to in clause 7.2.5.

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| **Explanatory Note**  Clause 7.2.4 is intended to be an exhaustive list of all of the types of constraints that may be included in the optimisation problem that the Dispatch Algorithm will need to solve. If additional necessary constraint types are identified, they will be added to this clause. To the extent that BANANAS needs to depart from the Dispatch Algorithm, BANANAS will adjust the inputs (clause 7.2.4(f)) or override the outputs through exercising its emergency powers (clause 3.5.5).  Clause 7.2.4(l) is amended to restore the term “Facility Performance Factors”, which was inadvertently changed to “Facility Performance Offsets” by the Tranche 5 Amendments (Schedule l, paragraph 44.2).  Clause 7.2.4(cA) and clause 7.2.4A have been included to ensure that the Unconstrained Injection Forecasts and Unconstrained Withdrawal Forecasts provided in Real-Time Market Submissions under section 7.4 are included in the Dispatch Algorithm, and to allow for alternative forecast quantities to be used where deemed necessary by BANANAS.  Clause 7.2.4(d) is amended to refer to the appropriate forecast demand quantities. |

7.2.4. The Dispatch Algorithm must seek to maximise the value of Real-Time Market trading by maximising:

(a) the value of dispatched Load based on Real-Time Market Bids; less

(b) the cost of dispatched energy and Frequency Co-optimised Essential System Services based on Real-Time Market Offers,

subject to:

(c) respecting the quantities, Ramp Rate Limits and other limits specified in Real-Time Market Submissions;

(cA) the Unconstrained Injection Forecasts and Unconstrained Withdrawal Forecasts specified in Real-Time Market Submissions, or any alternative forecast quantities determined by BANANAS under clause 7.2.4A;

(d) dispatching sufficient energy to meet the Forecast Unscheduled Operational Demand, Unconstrained Withdrawal Forecast quantities for Non Scheduled Facilities and scheduled Withdrawal quantities for Scheduled Facilities and Semi-Scheduled Facilities;

(e) respecting Network Constraints, as reflected in the Constraint Equations developed by BANANAS in accordance with section 2.27A;

(f) meeting Power System Security and Power System Reliability requirements as reflected in Constraint Equations developed by BANANAS having regard to the WEM Procedures referred to in clauses 3.2.7 and 3.3.2, including any limits on maximum ramp rates;

(g) Transmission Loss Factors and Distribution Loss Factors;

(h) current levels of Injection and Withdrawal;

(i) meeting the Essential System Service Standards as reflected in the Essential System Service requirements determined by BANANAS in accordance with the WEM Procedure referred to in clause 3.11.7 and in Constraint Equations developed by BANANAS having regard to that WEM Procedure;

(iA) implementing the terms of NCESS Contracts as reflected in Constraint Equations formulated by BANANAS under clause 5.7.3;

(j) energy Injection and Withdrawal capabilities as they vary by Charge Level;

(k) respecting Oscillation Control Constraint Equations;

(l) accounting for all relevant Contingency Lower Offsets, Contingency Raise Offsets and Facility Performance Factors in determining scheduled and dispatched quantities of Contingency Reserve;

(m) accounting for all Facilities that are Inflexible;

(n) taking into account the Largest Credible Supply Contingency relative to the scheduled or dispatched quantity of Contingency Reserve Raise; and

(o) arrangements for dispatch of tied Real-Time Market Bids and tied Real-Time Market Offers.

7.2.4A. BANANAS may determine and use as an input to the Dispatch Algorithm alternative forecast quantities to the Unconstrained Injection Forecast and Unconstrained Withdrawal Forecast provided in a Real-Time Market Submission if BANANAS reasonably considers that the alternative forecast quantities are likely to be more accurate.

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| **Explanatory Note**  Clause 7.2.5(a) refers to the quantities of RoCoF Control Service and Contingency Reserve Raise, as these will be determined dynamically as part of the Dispatch Algorithm, while the required quantity of other ESS will be determined outside the Dispatch Algorithm and provided as an input.  Clause 7.2.5 is further amended to correct clause numbering errors. |

7.2.5. BANANAS must develop and document in a WEM Procedure:

(a) the Dispatch Algorithm used by BANANAS for the purpose of the Central Dispatch Process and setting Market Clearing Prices and the mathematical formulation of the Dispatch Algorithm, including:

i. the conversion of Facility Speed Factors into Facility Performance Factors;

ii. the calculation of Minimum RoCoF Control Requirement and Additional RoCoF Control Requirement;

iii. the calculation of the required quantity of Contingency Reserve Raise; and

iv. the maximum number of Price-Quantity Pairs that may be included in a Real-Time Market Submission for a Dispatch Interval for each Market Service,

in a form that:

v. sets out the form, scope and construction of each type of Constraint Equation;

vi. describes and quantifies the mechanism by which different Constraints are taken into account and prioritised, including in accordance with clauses 3.12.2 and 7.6.25; and

vi BANANAS reasonably considers will enable a third party, such as the Market Auditor or the Economic Regulation Authority, to replicate the results of the Dispatch Algorithm by using the same inputs;

(b) the methodology it uses to determine:

i. Contingency Raise Offsets;

ii. Contingency Lower Offsets;

iii. Facility Performance Factors;

iv. the Minimum RoCoF Control Requirement;

v. the Additional RoCoF Control Requirement;

vi. the RoCoF Control Requirement; and

vii. the RoCoF Upper Limit;

(c) the processes to be followed by BANANAS and Market Participants in accounting for Inflexible Facilities; and

(d) any methodology for replacement of erroneous input data or substitution for missing input data.

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| **Explanatory Note**  Clause 7.2.6 provides a head of power for BANANAS to relax Constraints.  The Market Clearing Engine is the software to be developed by BANANAS to ensure the Central Dispatch Process maximises the value and minimises the cost of supply while taking into account various constraints. It may not be possible to respect all Constraints that need to be considered in a Dispatch Interval. Where this occurs, the solution is infeasible and the Market Clearing Engine would produce prices that do not reflect the cost of supply. As this would not be an acceptable outcome, BANANAS will have the power to ensure Dispatch processes continue by relaxing Constraints in accordance with the WEM Procedure referred to in clause 7.2.8. |

7.2.6. BANANAS may relax the Constraints referred to in clause 7.2.4 in order to resolve infeasible dispatch solutions provided that any relaxation of a Constraint:

(a) achieves a feasible dispatch outcome;

(b) meets BANANAS's obligations to maintain Power System Security and Power System Reliability in accordance with the WEM Rules;

(c) would not endanger the safety of any person, damage equipment, or breach any applicable law;

(d) meets the pricing principles listed in clause 7.11A.1; and

(e) meets BANANAS’s obligations to maximise the value of Real-Time Market trading under clause 7.2.4.

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| **Explanatory Note**  Clause 7.2.7 requires BANANAS to publish details of any Constraints that were relaxed under clause 7.2.6 on the WEM Website as soon as practicable after the start of the relevant Dispatch Interval, and to prepare a quarterly report summarising, and providing further details, with respect to those relaxed Constraints. The quarterly report is part of the Congestion Information Resource referred to in clause 2.27B.3 (which is published on the WEM Website in accordance with clause 2.27B.2(b)). |

7.2.7. BANANAS must:

(a) as soon as practicable after the start of the Dispatch Interval, publish on the WEM Website details of any Constraints relaxed under clause 7.2.6 for that Dispatch Interval; and

(b) as soon as practicable after the end of each quarter, publish on the WEM Website a report summarising the total number, frequency and type of Constraints that were relaxed under clause 7.2.6 during that quarter.

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| **Explanatory Note**  Clause 7.2.8 requires BANANAS to document the processes it will follow for the relaxation of Constraints under clause 7.2.6 and the preparation of reports in accordance with clause 7.2.7(b) in a WEM Procedure. |

7.2.8. BANANAS must document in a WEM Procedure the processes to be followed by BANANAS for the relaxation of Constraints under clause 7.2.6.

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| **Explanatory Note**  Section 7.3 (which replaces current section 7.2) provides for continual publication of latest Load Forecasts with Market Schedules. Separate Non-Scheduled Generator forecasts are no longer required, as they will be submitted via Real-Time Market Offers.  Section 7.3 has been amended to use the new defined term “Forecast Unscheduled Operational Demand” for the demand forecast that is input to the Dispatch Algorithm. The Dispatch Algorithm outputs include Forecast Operational Demand and Forecast Operational Withdrawal, where:   * Forecast Operational Demand is the total MW of Injection forecast to be required at the end of the interval to meet the Forecast Unscheduled Operational Demand and the Forecast Operational Withdrawal; and * Forecast Operational Withdrawal is the sum of the expected Non-Scheduled Facility Withdrawals and any “dispatched” Withdrawals of Scheduled Facilities or Semi-Scheduled Facilities. |

7.3. Forecast Unscheduled Operational Demand

7.3.1. BANANAS must prepare a Forecast Unscheduled Operational Demand for:

(a) each Pre-Dispatch Interval within each Week-Ahead Schedule Horizon; and

(b) each Dispatch Interval within each Dispatch Schedule Horizon.

7.3.2. The Forecast Unscheduled Operational Demand must represent BANANAS’s best estimate of the total demand, in MW, to be served in the Pre-Dispatch Interval or Dispatch Interval, excluding:

(a) any Withdrawal by Non-Scheduled Facilities; and

(b) any Withdrawal quantities scheduled by the Dispatch Algorithm for Scheduled Facilities or Semi-Scheduled Facilities.

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| **Explanatory Note**  Clause 7.3.3 is deleted because the obligations for publishing Forecast Operational Demand and other dispatch quantities are covered under section 7.13. |

7.3.3. [Blank]

7.3.4. BANANAS must document in a WEM Procedure the methodology and processes it follows for determining and publishing the Forecast Unscheduled Operational Demand under this section 7.3.

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| **Explanatory Note**  Section 7.4 sets out the obligations with respect to Real-Time Market Submissions, and is structured as follows:   * clauses 7.4.1 to 7.4.11 – Obligations and Meanings; * clauses 7.4.12 to 7.4.20 - Real-Time Market Submissions for Demand Side Programmes; * clauses 7.4.21 to 7.4.37 – Timing; * clauses 7.4.38 to 7.4.45 – Format; * clauses 7.4.46 to 7.4.47 – Construction; * clauses 7.4.48 to 7.4.49 – Validation of Dispatch Bids and Offers; * clauses 7.4.50 to 7.4.53 – Processing; and * clauses 7.4.54 to 7.4.62 – Standing Submissions.   An overview of the main changes affecting section 7.4 is provided below.  **Changes to Real-Time Market Submission terminology and processing rules**  Section 7.4 has been amended to clarify the definitions of “Real-Time Market Submission” and “Standing Real-Time Market Submission” and the general processing rules for these submissions. Under the proposed changes:   * A Real-Time Market Submission relates to a Registered Facility, Market Service and Dispatch Interval. * A Market Participant may include multiple Real-Time Market Submissions in a single electronic submission. BANANAS will either accept the electronic submission (and all the Real-Time Market Submissions within it) or reject the electronic submission (and all the Real-Time Market Submissions within it). * A Standing Real-Time Market Submission is a default Real-Time Market Submission for a Registered Facility and Market Service for Dispatch Intervals starting at specified times on Trading Days of a specified type. * A Market Participant may include multiple Standing Real-Time Market Submissions in a single electronic submission, but must ensure that the Standing Real-Time Market Submissions in an electronic submission for a Registered Facility and Market Service, in combination, uniquely specify the default Real-Time Market Submission to apply for each Dispatch Interval in a generic Trading Week. * At any point in time, the Real-Time Market Submission for a Registered Facility, Market Service and Dispatch Interval is the (variation) Real-Time Market Submission most recently accepted by BANANAS under clause 7.4.49(a)(i), or, if no such submission exists, the most recently accepted applicable Standing Real-Time Market Submission.   **Changes to the provision and use of Injection and Withdrawal forecasts for Semi-Scheduled Facilities and Non-Scheduled Facilities**  Previously, a Market Participant was required to ensure that the sum of the quantities in the Price-Quantity Pairs for Injection in its Semi-Scheduled Facility Real-Time Market Submission was equal to the Market Participant’s unconstrained Injection forecast for the Facility. While this arrangement provided an Injection forecast to BANANAS, it could also restrict the level to which the Facility could be dispatched, because of the absence of Price-Quantity Pairs covering Injection levels above the Market Participant’s forecast. Additionally, the arrangement did not support the provision of Withdrawal forecasts.  Under the proposed new arrangements, the quantities in the Price-Quantity Pairs for energy for a Semi-Scheduled Facility or Non-Scheduled Facility should sum to the maximum quantity that the Market Participant considers the Facility could Inject/Withdraw assuming it was not constrained by BANANAS (including on price), i.e. assuming no shortage of any intermittent fuel such as wind. The Market Participant will also include an Unconstrained Injection Forecast and Unconstrained Withdrawal Forecast, defined as follows, in each Real-Time Market Submission:   * **Unconstrained Injection Forecast**: The expected MW level of Injection at the end of a Dispatch Interval for a Semi-Scheduled Facility or Non-Scheduled Facility, assuming that the Facility will not be subject to a Dispatch Instruction or direction from BANANAS that limits its Injection, and allowing for expected conditions, commitment and control intentions and the effect of any Outages that have not been rejected for the Facility. * **Unconstrained Withdrawal Forecast**: The expected MW level of Withdrawal at the end of a Dispatch Interval for a Semi-Scheduled Facility or Non-Scheduled Facility, assuming that the Facility will not be subject to a Dispatch Instruction or direction from BANANAS that limits its Withdrawal, and allowing for expected conditions, commitment and control intentions and the effect of any Outages that have not been rejected for the Facility   BANANAS may use the Unconstrained Injection Forecasts and Unconstrained Withdrawal Forecasts provided in Real-Time Market Submissions as inputs to the Dispatch Algorithm, but may also use alternative forecasts if it reasonably considers they are likely to be more accurate.  Price-Quantity Pairs will continue to be used within the Dispatch Algorithm to determine Dispatch Caps for Semi-Scheduled Facilities. However, Semi-Scheduled Facilities will not be constrained where their Unconstrained Injection Forecasts or Unconstrained Withdrawal Forecasts are lower than the cleared Price-Quantity Pairs.  **Changes to Real-Time Market Submission obligations for Non-Scheduled Facilities**:  It is important for BANANAS to have visibility of a Non-Scheduled Facility’s intentions to support the production of forward-looking Market Schedules and provide overall transparency to the market. For this reason, Market Participants will be required to submit Real-Time Market Submissions for their Non-Scheduled Facilities.  The submission requirements for Non-Scheduled Facilities have been separated from the requirements for the Registered Facilities being actively dispatched by BANANAS through the Dispatch Algorithm (Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads). The Market Participant must declare its intentions (either Injection or Withdrawal) by including a single Price-Quantity Pair at the price cap/floor. The Market Participant will also provide an Unconstrained Injection Forecast and Unconstrained Withdrawal Forecast for each Dispatch Interval.  These inputs will be used in the Dispatch Algorithm to account for the expected impact of Non‑Scheduled Facilities, and will be included in the publication requirements to support transparency.  While Market Participants will be required to make Real-Time Market Submissions for Non-Scheduled Facilities, they will have a lower threshold for updating their submissions to reflect that they are not actively dispatched. The obligation to maintain accurate forecast quantities for a Non-Scheduled Facility will not attract civil penalties, and the requirement to update forecast quantities is reduced to when information supporting underlying expectations has significantly changed or the Market Participant is knowingly intervening in the operation of the Facility (e.g. has specific knowledge about Outages, commitment or control intentions of behind-the-meter components), as provided for under new clause 7.4.37A.  **Relocation of provisions relating to Demand Side Programme submissions:**  The provisions relating to DSP Withdrawal Profile Submissions and Standing DSP Withdrawal Profile Submissions have been moved from section 7.4 to a new section 7.4A. |

7.4. Real-Time Market Submissions

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| **Explanatory Note**  Clauses 7.4.1 to 7.4.14 set out the obligations with respect to Real-Time Market Submissions and any restrictions on Real-Time Market Bids and Real-Time Market Offers for Registered Facilities with certain characteristics.  Clause 7.4.1 is amended to specify the Registered Facilities/Market Services for which Real-Time Market Submissions are required. |

Real-Time Market Submissions – Obligations and meaning

7.4.1. A Market Participant must ensure that it has made a Real-Time Market Submission or Standing Real-Time Market Submission in accordance with this section 7.4 for each Dispatch Interval in the Week-Ahead Schedule Horizon:

(a) for energy, for each of its Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities; and

(b) for each Frequency Co-optimised Essential System Service, for each of its Registered Facilities that is accredited to provide that Frequency Co‑optimised Essential System Service.

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| **Explanatory Note**  Clauses 7.4.1A, 7.4.1B and 7.4.1C describe how the Real-Time Market Submission for a Registered Facility, Market Service and Dispatch Interval is determined from any relevant submissions accepted by BANANAS over time. |

7.4.1A. If BANANAS has not accepted a Real-Time Market Submission for a Registered Facility, Market Service and Dispatch Interval under clause 7.4.49(a)(i), but has accepted an applicable Standing Real-Time Market Submission, then the Standing Real-Time Market Submission is deemed to be the Real-Time Market Submission for the Registered Facility, Market Service and Dispatch Interval.

7.4.1B. A Real-Time Market Submission for a Registered Facility, Market Service and Dispatch Interval that BANANAS accepts under clause 7.4.49(a)(i) replaces any previously accepted Real-Time Market Submission for, and has effect in relation to, the Registered Facility, Market Service and Dispatch Interval.

7.4.1C. If:

(a) BANANAS has not yet accepted a Real-Time Market Submission for a Registered Facility, Market Service and Dispatch Interval under clause 7.4.49(a)(i); and

(b) BANANAS accepts a Standing Real-Time Market Submission for the Registered Facility and Market Service that is applicable to the Dispatch Interval,

then the Standing Real-Time Market Submission replaces any previously accepted Standing Real-Time Market Submission as the deemed Real-Time Market Submission for the Registered Facility, Market Service and Dispatch Interval.

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| **Explanatory Note**  Clause 7.4.2 is intended to be a civil penalty provision but civil penalties will only apply to submissions for Dispatch Intervals in the Pre-Dispatch Schedule Horizon.  Clause 7.4.2 is amended to:   * correct a clause reference error; * restrict the requirements to Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads (Non-Scheduled Facilities are covered in clause 7.4.2B and Demand Side Programmes are covered in section 7.4A); and * ensure that the requirements only apply to Dispatch Intervals within the Week-Ahead Schedule Horizon; * clarify the requirements relating to Outages; * include “control” in clause 7.4.2(b)(i) to cover the Market Participant’s intentions about how it will operate the components of its Registered Facility; * account for the replacement of Unadjusted Semi-Scheduled Injection Forecasts with Unconstrained Injection Forecasts and Unconstrained Withdrawal Forecasts; and * correct minor typographical errors. |

7.4.2. Subject to clause 7.4.37, a Market Participant must make reasonable endeavours to ensure that its Real-Time Market Submission for each of its Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads for each Dispatch Interval accurately reflects:

(a) for Dispatch Intervals in the Week-Ahead Schedule Horizon:

i. the Market Participant’s reasonable expectation of the capability of its Registered Facility to be dispatched in the Real-Time Market;

ii. any applicable tests required under these WEM Rules, including tests for Reserve Capacity under section 4.25;

iii. any Outage Plans applicable to the Dispatch Interval that have not been rejected, withdrawn or subjected to an Outage Recall Direction that affects the Dispatch Interval; and

iv. any applicable Forced Outages applying to the Dispatch Interval;

(b) for Dispatch Intervals in the Pre-Dispatch Schedule Horizon, all information reasonably available to the Market Participant, including:

i. the Market Participant’s intentions for commitment, control and decommitment;

ii. the Market Participant’s intentions for providing Frequency Co-optimised Essential System Services; and

iii. in the case of a Semi-Scheduled Facility, any changes to the Market Participant’s Unconstrained Injection Forecast or Unconstrained Withdrawal Forecast that exceed the Tolerance Range or Facility Tolerance Range applicable to the Semi-Scheduled Facility; and

(c) the prices at which the Market Participant intends the Registered Facility will participate in the Real-Time Market for:

i. Injections;

ii. Withdrawals; and

iii. providing a Frequency Co-optimised Essential System Service for which the Registered Facility is accredited,

as applicable.

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| **Explanatory Note**  Clause 7.4.2A is amended to correct a typographical error and to tie the obligation on a Market Participant to the Market Schedules that have been made available to it, because the publication of these schedules on the WEM Website may be delayed. |

7.4.2A. In meeting the requirements of clause 7.4.2, a Market Participant must make reasonable endeavours to take into account information available in Market Schedules made available to the Market Participant by BANANAS, including estimates of cleared energy and Essential System Service Enablement Quantities.

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| **Explanatory Note**  New clause 7.4.2B sets out the corresponding requirements for Non-Scheduled Facilities to the requirements specified for Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads in clause 7.4.2. Unlike clause 7.4.2, clause 7.4.2B is not intended to be a civil penalty provision. |

7.4.2B. Subject to clause 7.4.37A, a Market Participant must make Real-Time Market Submissions for each of its Non-Scheduled Facilities that reflect, for each Dispatch Interval in the Week-Ahead Schedule Horizon:

(a) the Market Participant’s reasonable expectation of the Injection and Withdrawal capability of the Non-Scheduled Facility, allowing for any known tests or Outages of the Non-Scheduled Facility;

(b) the Market Participant’s Unconstrained Injection Forecast for the Non‑Scheduled Facility; and

(c) the Market Participant’s Unconstrained Withdrawal Forecast for the Non‑Scheduled Facility.

7.4.3. A Real-Time Market Submission is deemed to constitute a declaration by an Authorised Officer of the Market Participant.

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| **Explanatory Note**  The SESSM is set out in section 3.15A.  Clause 7.4.4 describes specific obligations with respect to Real-Time Submissions for a Registered Facility where the relevant Market Participant holds a SESSM Award for the Registered Facility. |

7.4.4. Where a Market Participant holds a SESSM Award for a Registered Facility, without limiting any other obligation or requirement under this section 7.4, the Market Participant must make Real-Time Market Submissions for the Registered Facility in accordance with the SESSM Award.

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| **Explanatory Note**  Amendments to clause 7.4.5 address the following issues:   * When the Pre-Dispatch Schedule projects a shortfall in a Frequency Control Essential System Service (FCESS), clause 7.4.5(b) requires SESSM Award holders to update their Real-Time Market Submissions to offer all the available accredited capacity of their awarded Facilities as In‑Service Capacity. This could result in more capacity being offered as In-Service Capacity than is necessary or desirable. * The clause does not correctly account for a Facility that is not subject to any Outage in a Dispatch Interval, e.g. clause 7.4.5(a) would require the Market Participant to offer the maximum accredited quantity of the relevant FCESS instead of the contracted quantity in this situation.   Under the amendments, a Market Participant holding a SESSM Award must:   * under normal conditions, offer (at least) the lower of their contracted quantity and available accredited capacity in the relevant FCESS, as either Available or In-Service Capacity (clause 7.4.5(a)); * if the Reference Scenario for a Pre-Dispatch Interval projects a shortfall in the FCESS, ensure that they are offering all their available accredited capacity in the FCESS, as either Available or In‑Service Capacity (clause 7.4.5(b)); and * if the Reference Scenario for a Pre-Dispatch Interval or Dispatch Interval projects that the relevant Facility will be enabled to provide the FCESS, ensure that they are offering the relevant Essential System Service Enablement Quantity as In-Service Capacity, as well as sufficient In-Service energy capacity to facilitate the FCESS enablement (clause 7.4.5(c)).   The available accredited capacity of the Facility in the relevant FCESS is determined as:   * the lowest Remaining Available Capacity for the FCESS under any applicable Outage for the Facility; or * if there are no applicable Outages, the maximum accredited quantity of the Facility for the FCESS.   Further amendments to clause 7.4.5 are proposed to:   * use the correct defined term (SESSM Availability Quantity); and * clarify which Real-Time Market Submissions are relevant in clause 7.4.5(b). |

7.4.5. For the purpose of a Real-Time Market Submission under clause 7.4.4, a Market Participant must:

(a) for all Dispatch Intervals within the SESSM Service Timing and the Week-Ahead Schedule Horizon:

i. offer a quantity of the relevant Frequency Co-optimised Essential System Service greater than or equal to the lower of:

1. the sum of the relevant Base ESS Quantity and SESSM Availability Quantity; and

2. the lowest Remaining Available Capacity for that Frequency Co-optimised Essential System Service under any Outage applying to the Registered Facility in the Dispatch Interval, or, if there are no applicable Outages, the relevant maximum accredited quantity of that Frequency Co-optimised Essential System Service for the Registered Facility,

in Price-Quantity Pairs; and

ii. specify an offer price in Price-Quantity Pairs relating to the SESSM Availability Quantity not exceeding the SESSM Offer Cap for the SESSM Award;

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| **Explanatory Note**  Industry feedback proposed a separate notification to Market Participants. BANANAS will publish schedules with information on the presence or absence of a shortfall. No additional notification is required, as Market Participants have a general obligation to take published Pre-Dispatch Schedules into account in their Real-Time Market Submissions. |

(b) where the Reference Scenario for a Pre-Dispatch Interval projects a shortfall in an awarded Frequency Co-optimised Essential System Service, ensure that the Real-Time Market Submissions for the Registered Facility and Frequency Co-optimised Essential System Service for that Pre-Dispatch Interval are offering a quantity of the relevant Frequency Co-optimised Essential System Service greater than or equal to the lowest Remaining Available Capacity for that Frequency Co-optimised Essential System Service under any Outage applying to the Registered Facility in the Pre-Dispatch Interval, or, if there are no applicable Outages, the relevant maximum accredited quantity of the Frequency Co-optimised Essential System Service for the Registered Facility; and

(c) where the Reference Scenario for a Pre-Dispatch Interval or Dispatch Interval projects that the Registered Facility will be enabled to provide an awarded Frequency Co-optimised Essential System Service, ensure that the Real-Time Market Submissions for the Registered Facility for that Pre‑Dispatch Interval or Dispatch Interval:

i. present the relevant Essential System Service Enablement Quantity as In-Service Capacity; and

ii. offer sufficient capacity as In-Service Capacity for energy to allow the Registered Facility to be dispatched for energy between any relevant Enablement Limits.

7.4.6. Where the Reference Scenario for a Pre-Dispatch Interval or Dispatch Interval projects that a Registered Facility will be enabled to provide RoCoF Control Service, and all or part of the relevant Essential System Service Enablement Quantity is included in the Real-Time Market Submissions for the Registered Facility as Available Capacity, the Market Participant for the Registered Facility must submit updated Real-Time Market Submissions for the Registered Facility for that Pre-Dispatch Interval or Dispatch Interval as soon as practicable to:

(a) present the relevant Essential System Service Enablement Quantity as In-Service Capacity; or

(b) present the relevant Essential System Service Enablement Quantity such that the Registered Facility is not enabled for RoCoF Control Service in the Reference Scenario for the relevant Pre-Dispatch Interval or Dispatch Interval.

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| **Explanatory Note**  The changes to the provision of Injection and Withdrawal forecasts for Semi-Scheduled Facilities eliminates the need for clause 7.4.7. |

7.4.7. [Blank]

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| **Explanatory Note**  The Real-Time Market Submissions for Non-Scheduled Facilities will contain a single Price-Quantity Pair that reflects the Market Participant’s intentions for the Dispatch Interval. Clause 7.4.8 is replaced and clause 7.4.9 is removed accordingly. |

7.4.8. A Market Participant must ensure that each Real-Time Market Submission for energy for its Non-Scheduled Facility includes:

(a) if the Market Participant intends the Non-Scheduled Facility to be Injecting at the end of the Dispatch Interval, a single Price-Quantity Pair with:

i. a quantity equal to the intended maximum Injection MW level for the Dispatch Interval; and

ii. a price equal to the Energy Offer Price Floor when converted into a Loss Factor Adjusted Price; and

(b) otherwise, a single Price-Quantity Pair with:

i. a quantity equal to the intended maximum Withdrawal MW level for the Dispatch Interval; and

ii. a price equal to the Energy Offer Price Ceiling when converted into a Loss Factor Adjusted Price.

7.4.9. [Blank]

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| **Explanatory Note**  In accordance with the new framework for ESS, Interruptible Loads will only be eligible to be accredited to provide Contingency Reserve Raise and not any other type of ESS. Clause 7.4.10 reflects the intent for Interruptible Loads to use a load association process similar to DSPs, and may be adjusted with the amending rules for Registration.  Industry feedback noted that it could be possible for the relevant Interruptible Load and DSP to be registered by different Market Participants. It will be the responsibility of the Market Participant for the Interruptible Load to monitor schedules for dispatch of an overlapping DSP. |

7.4.10. A Market Participant must ensure that a Real-Time Market Submission for an Interruptible Load for a Dispatch Interval:

(a) is for Contingency Reserve Raise only; and

(b) includes zero MW in respect of any Associated Load of the Interruptible Load that is also an Associated Load of a Demand Side Programme that has been issued a Dispatch Instruction with a non-zero MW quantity for the same Dispatch Interval.

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| **Explanatory Note**  Section 2.34A sets out the provisions with respect to accreditation of Facilities to provide one or more FCESS. |

7.4.11. Where a Registered Facility has been accredited in accordance with section 2.34A to provide Contingency Reserve Raise subject to a Maximum Contingency Reserve Block Size, the quantities in each Price-Quantity Pair in the Real-Time Market Submissions for Contingency Reserve Raise for the Registered Facility must not exceed the applicable Maximum Contingency Reserve Block Size.

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| **Explanatory Note**  The submission requirements for Demand Side Programmes have been moved to new section 7.4A. |

7.4.12. [Blank]

7.4.13. [Blank]

7.4.14. [Blank]

7.4.15. [Blank]

7.4.16. [Blank]

7.4.17. [Blank]

7.4.18. [Blank]

7.4.19. [Blank]

7.4.20. [Blank]

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| **Explanatory Note**  Clauses 7.4.21 to 7.4.37 set out the obligations and requirements regarding the timing for Market Participants to make Real-Time Market Submissions, including giving BANANAS the power to specify earliest and latest times for submitting Real-Time Market Submissions. |

Real-Time Market Submissions – Timing

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| **Explanatory Note**  Clause 7.4.21 allows Market Participants to update Real-Time Market Submissions for any Dispatch Interval as long as the update is made within the relevant horizon and before the Gate Closure for the relevant Dispatch Interval.  Clauses 7.4.21 to 7.4.24 are amended to:   * simplify the drafting by making the specification of a Real-Time Market Submission Acceptance Horizon mandatory; and * clarify the submission timing limits in clause 7.4.21 (now moved to clause 7.4.23). |

7.4.21. BANANAS must specify a Real-Time Market Submission Acceptance Horizon in a WEM Procedure.

7.4.22. The Real-Time Market Submission Acceptance Horizon must not be less than four weeks before the relevant Dispatch Interval.

7.4.23. Subject to clause 7.4.35, a Market Participant may submit a Real-Time Market Submission for a Dispatch Interval at any time:

(a) on or after the Real-Time Market Submission Acceptance Horizon for the Dispatch Interval; and

(b) before the start of the Dispatch Interval.

7.4.24. [Blank]

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| **Explanatory Note**  The substantive content of clause 7.4.25 has been moved to clause 7.4.1B. |

7.4.25. [Blank]

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| **Explanatory Note**  Clauses 7.4.26 to 7.4.28 are amended to clarify the requirements to provide reasons for late submissions and submissions containing deviations from Standing Data parameters. A Market Participant will be required to provide a reason with any Real-Time Market Submission that:   * is submitted for a Dispatch Interval in the Pre-Dispatch Schedule Horizon; or * contains parameter values that deviate from the corresponding Standing Data values.   The ERA may request further information from the Market Participant about any of the reasons included in a Real-Time Market Submission under clauses 7.4.26 or 7.4.27. |

7.4.26. Where a Market Participant makes a Real-Time Market Submission for a Registered Facility and Market Service for a Dispatch Interval in the Pre‑Dispatch Schedule Horizon (including by submitting a new Standing Real‑Time Market Submission for the Registered Facility and Market Service), the Market Participant must:

(a) specify the reason for the revision in the subsequent Real-Time Market Submission, and

(b) create and maintain adequate detailed records (that are capable of independent verification) of the reasons for submitting the subsequent Real-Time Market Submission, including details of any changed circumstances, the time at which the Market Participant became aware of those changed circumstances and the impact of those circumstances that gave rise to the subsequent Real-Time Market Submission.

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| **Explanatory Note**  Clause 7.4.27 requires a Market Participant to provide reasons in a Real-Time Market Submission for any differences between the parameters specified in the Real-Time Market Submission for maximum and minimum enablement and maximum upwards and downwards ramp rates, and the corresponding parameters as specified in the Registered Facility’s Standing Data where that submission is made inside the Pre-Dispatch Schedule Horizon. |

7.4.27. Where a Real-Time Market Submission specifies an Enablement Minimum, Enablement Maximum, Low Breakpoint, High Breakpoint, Maximum Upwards Ramp Rate or Maximum Downwards Ramp Rate, that is different to the Standing Enablement Minimum, Standing Enablement Maximum, Standing Low Breakpoint, Standing High Breakpoint, Standing Maximum Upwards Ramp Rate or Standing Maximum Downwards Ramp Rate value, as applicable, specified in the Standing Data for the Registered Facility, the Market Participant must:

(a) specify the reason for the difference in the Real-Time Market Submission, and

(b) create and maintain adequate detailed records (that are capable of independent verification) of the reasons for the differences between the relevant values specified in the Real-Time Market Submission and the corresponding values specified in the Standing Data.

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| **Explanatory Note**  Clause 7.4.28 gives the ERA the power to ask for explanations where there is a change in the parameters in an earlier and subsequent Real-Time Market Submission for the same Dispatch Interval, or with the relevant parameters as specified in Standing Data for the Registered Facility. |

7.4.28. Where a Market Participant makes a Real-Time Market Submission that meets the conditions specified in clauses 7.4.26 or 7.4.27, the Economic Regulation Authority may request the Market Participant to provide further information about the reasons provided under clauses 7.4.26(a) or 7.4.27(a) (as applicable), including any records created under clauses 7.4.26(b) or 7.4.27(b) (as applicable).

7.4.29. A Market Participant must respond to a request by the Economic Regulation Authority under clause 7.4.28 by the time specified in the request, which must not be less than five Business Days.

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| **Explanatory Note**  Clause 7.4.30 allows BANANAS to impose a Gate Closure with respect to Real-Time Market Submissions. The Gate Closure will be published on the WEM Website. |

7.4.30. BANANAS must determine and publish the Gate Closure on the WEM Website. In determining the Gate Closure, BANANAS must take into account the extent to which the Gate Closure is, in its reasonable opinion, required to prevent a significant and quantifiable risk to BANANAS maintaining Power System Security and Power System Reliability in accordance with Chapter 3.

7.4.31. The Gate Closure determined by BANANAS in accordance with clause 7.4.30:

(a) must be as close as possible to the start of the relevant Dispatch Interval, subject to any significant and quantifiable risk identified by BANANAS under clause 7.4.30; and

(b) must not be more than 15 minutes before the start of the relevant Dispatch Interval.

7.4.32. BANANAS may, from time to time, but subject to clauses 7.4.30 and 7.4.31, revise the Gate Closure by:

(a) publishing on the WEM Website the revised Gate Closure and the date and time from which the revised Gate Closure will take effect; and

(b) issuing a Market Advisory noting that BANANAS has revised the Gate Closure.

7.4.33. Where a revised Gate Closure is closer to the start of the Dispatch Interval than the existing Gate Closure, BANANAS must give at least three months' notice of the revision.

7.4.34. Where BANANAS revises the Gate Closure under clause 7.4.32, BANANAS must publish a report on the WEM Website stating:

(a) its reasons for revising the Gate Closure; and

(b) its assessment of any change in quantifiable risks to Power System Security or Power System Reliability that may result from the revision.

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| **Explanatory Note**  Clause 7.4.35 allows Market Participants to update a Real-Time Market Submission within Gate Closure for (only) the reasons specified in the clause.  Clause 7.4.35 is amended to:   * correct the reference to Gate Closure (which is a point in time relative to a Dispatch Interval); * include the need to comply with clause 7.6.31(a) for an Inflexible Facility in the list of valid reasons for a submission after Gate Closure; and * clarify which adjustments are applicable in each of the circumstances listed. |

7.4.35. A Market Participant must not make a Real-Time Market Submission for a Dispatch Interval after Gate Closure for the Dispatch Interval, except where the Real-Time Market Submission is made for the sole purpose of:

(a) adjusting the Unconstrained Injection Forecast or Unconstrained Withdrawal Forecast for a Semi-Scheduled Facility or Non-Scheduled Facility;

(b) adjusting Available Capacity, In-Service Capacity and quantities in Price‑Quantity Pairs for a Registered Facility that has suffered a Forced Outage, to reflect the Registered Facility’s Remaining Available Capacity under that Forced Outage;

(c) adjusting the Dispatch Inflexibility Profile of a Scheduled Facility or Semi‑Scheduled Facility to reflect a delay in starting the Facility; or

(d) complying with clause 7.6.31(a) in respect of a Registered Facility that has become Inflexible.

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| **Explanatory Note**  Clause 7.4.36, which specifies the Real-Time Market Submissions that BANANAS should use for scheduling and dispatch, is amended to refer to the new clauses that explain how the “current” Real-Time Market Submission for a Registered Facility, Market Service and Dispatch Interval is determined. |

7.4.36. BANANAS must use the most recent Real-Time Market Submissions (as determined in accordance with clauses 7.4.1A, 7.4.1B and 7.4.1C) in the scheduling and dispatch of Registered Facilities in accordance with this Chapter 7.

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| **Explanatory Note**  Clause 7.4.37:   * restrict sthe application of the clause to Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads; * reflects that Real-Time Market Submissions may not need to be updated when reviewed; * removes clause 7.4.37(b) because its intent is achieved by clause 7.4.37(a); and * extends the list of exceptions in clause 7.4.37(c) (renumbered to clause 7.4.37(b)) to include compliance with clause 7.6.31(a) for a Facility that has become Inflexible. |

7.4.37. A Market Participant, for a Scheduled Facility, Semi-Scheduled Facility or Interruptible Load:

(a) is only required to review, and if necessary update, Real-Time Market Submissions for Dispatch Intervals outside the Pre-Dispatch Schedule Horizon once per day; and

(b) is not required to review and update Real-Time Market Submissions for Dispatch Intervals for which Gate Closure has passed, except for events referred to in clauses 7.4.35(b), 7.4.35(c) or 7.4.35(d).

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| **Explanatory Note**  Clause 7.4.37A sets out the less onerous obligations for Market Participants in relation to Non‑Scheduled Facilities. |

7.4.37A. A Market Participant is not required to review or revise a Real-Time Market Submission for a Non-Scheduled Facility except where the Market Participant:

(a) is intending to take controlled action to vary the Injection or Withdrawal of the Non-Scheduled Facility; or

(b) has revised the information used to develop the Real-Time Market Submission for the Non-Scheduled Facility,

for a Dispatch Interval in the Pre-Dispatch Schedule Horizon, in which case the Market Participant must make reasonable endeavours to update the Real-Time Market Submission to reflect the revised information.

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| **Explanatory Note**  Clauses 7.4.38 to 7.4.45 describes the information that is required to be specified in Real-Time Market Submissions.  Clause 7.4.38 is amended to clarify that the permitted combinations of Real-Time Market Submissions within an electronic submission are prescribed in the WEM Procedure. |

Real-Time Market Submissions – Format

7.4.38. BANANAS must document in a WEM Procedure the format and methodology to be followed by Market Participants for making Real-Time Market Submissions, including the options to submit multiple Real-Time Market Submissions to BANANAS in a single electronic submission, any relevant minimum tranche size for offers, the maximum allowable number of Price-Quantity Pairs for a Dispatch Interval and any specific requirements for Registered Facilities that offer Essential System Services and not energy.

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| **Explanatory Note**  Clause 7.4.39 is amended to:   * reflect that a Real-Time Market Submission is for a Registered Facility, Market Service and Dispatch Interval; and * clarify the requirements relating to the provision of reasons. |

7.4.39. A Real-Time Market Submission must specify:

(a) the Registered Facility;

(b) the Market Service;

(c) the Dispatch Interval;

(d) the reason for revision of the Real-Time Market Submission, if required under clause 7.4.26(a);

(e) the reason for any difference between the values provided in the Real‑Time Market Submission and the corresponding Standing Data values, if required under clause 7.4.27(a);

(f) the information specified in clauses 7.4.40 to 7.4.42 as applicable; and

(g) any other information specified in the WEM Procedure to be documented by BANANAS under clause 7.4.38.

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| **Explanatory Note**  Clause 7.4.40 is amended to:   * use consistent terminology for a Real-Time Market Submission for energy; * restructure clause 7.4.40(g) to distinguish the items that apply to each Price-Quantity Pair individually from the items that apply to the Price-Quantity Pairs as a group; and * remove the requirements specified in clauses 7.4.40(g)(iv) and 7.4.40(g)(v), due to the high associated IT costs; and * include the requirement to provide an Unconstrained Injection Forecast and Unconstrained Withdrawal Forecast for a Semi-Scheduled Facility or Non-Scheduled Facility. |

7.4.40. A Real-Time Market Submission for energy must, in addition to the matters listed in clause 7.4.39, specify, as applicable:

(a) the In-Service Capacity for Injection in MW;

(b) the Available Capacity for Injection in MW;

(c) the In-Service Capacity for Withdrawal in MW;

(d) the Available Capacity for Withdrawal in MW;

(e) the Maximum Upwards Ramp Rate in MW per minute;

(f) the Maximum Downwards Ramp Rate in MW per minute;

(g) up to the number of Price-Quantity Pairs specified in the WEM Procedure referred to in clause 7.4.38, where:

i. for each Price-Quantity Pair:

1. the price is to be stated in dollars and whole cents per MWh;

2. the quantity is to be identified as either Available Capacity or In-Service Capacity; and

3. if the quantity is classified as Available Capacity, the Start Decision Cutoff for the quantity is to be provided in minutes;

ii. the sum of all positive MW quantities is to equal the total of Available Capacity and In-Service Capacity for Injection; and

iii. the sum of all negative MW quantities is to equal the total of Available Capacity and In-Service Capacity for Withdrawal;

(h) if the Registered Facility is Inflexible; and

(i) for a Semi-Scheduled Facility or Non-Scheduled Facility:

i. the Unconstrained Injection Forecast; and

ii. the Unconstrained Withdrawal Forecast.

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| **Explanatory Note**  Clauses 7.4.41 and 7.4.42 are amended to clarify that Market Participants are not required to offer all of their accredited FCESS capacity in their Real-Time Market Submissions (except where an obligation exists under other clauses or the terms of a SESSM Award). |

7.4.41. A Real-Time Market Submission for a Registered Facility to supply Regulation or Contingency Reserve must, in addition to the matters listed in clause 7.4.39, specify:

(a) the total available quantity of Regulation or Contingency Reserve, where this quantity is less than or equal to the maximum accredited capacity for Regulation or Contingency Reserve for that Dispatch Interval;

(b) the In-Service Capacity for the relevant Frequency Co-optimised Essential System Service;

(c) the Available Capacity for the relevant Frequency Co-optimised Essential System Service;

(d) the Enablement Minimum of the relevant Frequency Co-optimised Essential System Service;

(e) the Low Breakpoint of the relevant Frequency Co-optimised Essential System Service;

(f) the High Breakpoint of the relevant Frequency Co-optimised Essential System Service;

(g) the Enablement Maximum of the relevant Frequency Co-optimised Essential System Service; and

(h) a ranking of Price-Quantity Pairs with MW quantities summing to the total of Available Capacity and In-Service Capacity for the Frequency Co‑optimised Essential System Service where the prices are to be stated in dollars and whole cents per MW per hour.

7.4.42. A Real-Time Market Submission for a Registered Facility to supply RoCoF Control Service must, in addition to the matters listed in clause 7.4.39, specify:

(a) the total available quantity of RoCoF Control Service where this value is less than or equal to the maximum accredited capacity for RoCoF Control Service for that Dispatch Interval;

(b) the Enablement Minimum of the RoCoF Control Service;

(c) the Low Breakpoint of the RoCoF Control Service;

(d) the High Breakpoint of the RoCoF Control Service;

(e) the Enablement Maximum of the RoCoF Control Service; and

(f) a ranking of Price-Quantity Pairs with MWs quantities summing to the total of Available Capacity and In-Service Capacity for the RoCoF Control Service where the prices are to be stated in dollars and whole cents per MWs per hour.

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| **Explanatory Note**  A Market Participant may include a Dispatch Inflexibility Profile in a Real-Time Market Submission for a Registered Facility where it wants its Registered Facility to be available to be dispatched in real-time as a Fast Start Facility.  Clause 7.4.43 is amended to clarify that Dispatch Inflexibility Profiles are included in Real-Time Market Submissions for energy. |

7.4.43. A Market Participant may include a Dispatch Inflexibility Profile in a Real-Time Market Submission for energy for a Fast Start Facility in accordance with clause 7.4.44.

7.4.44. A Dispatch Inflexibility Profile for a Fast Start Facility must contain the following parameters to indicate its MW capacity and time related Inflexibilities at the time it is included in the Real-Time Market Submission:

(a) the time, T1, in minutes, that the Registered Facility requires following the receipt of a Dispatch Instruction for the Registered Facility to start varying its level of Injection or Withdrawal from 0 MW in accordance with the Dispatch Instruction;

(b) the time, T2, in minutes, that the Registered Facility requires after T1 (as specified in clause 7.4.44(a)) to reach a specified minimum level of Injection or Withdrawal;

(c) the time, T3, in minutes, that the Registered Facility requires to be operated at or beyond its minimum level of Injection or Withdrawal before the Registered Facility can be safely and securely returned to Injection or Withdrawal of zero;

(d) the time, T4, in minutes, following the receipt of a Dispatch Instruction to return its Injection or Withdrawal from the minimum level specified in clause 7.4.44(b) to zero, that the Registered Facility requires to fully comply with the Dispatch Instruction; and

(e) the quantity, in MW, of Injection or Withdrawal that the Registered Facility must be operated at or beyond during the period in clause 7.4.44(c).

7.4.45. For a Fast Start Facility:

(a) T1, T2, T3 and T4 must all be equal to or greater than zero;

(b) the sum of (T1 + T2) must be less than or equal to 30 minutes; and

(c) the sum of (T1 + T2 + T3 + T4) must be less than 60 minutes.

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| **Explanatory Note**  Clauses 7.4.46 and 7.4.47 deal with the construction of Real-Time Market Submissions. Each Registered Facility will be able to make Real-Time Market Offers for Injection and Real-Time Market Bids for Withdrawal. Unlike under the current WEM Rules, Scheduled Facilities will need to make Real-Time Market Bids for Withdrawal (if it is metered by the same meter), and be held to compliance with the relevant Dispatch Instruction for it.  Registered Facilities will still be able to operate within their applicable Tolerance Range or Facility Tolerance Range. For example, a Facility with a Dispatch Instruction of 0 MW could make a Withdrawal up to the Tolerance Range or Facility Tolerance Range applicable to the Facility without being in breach of the relevant WEM Rules. |

Real-Time Market Submissions – Construction

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| **Explanatory Note**  Clause 7.4.46 is amended to remove the reference to “sent out quantities” because the term is not applicable to Withdrawal and the measurement location for Injection and Withdrawal is covered in the definitions of these terms. |

7.4.46. A Market Participant must ensure that a Real-Time Market Submission for a Registered Facility for energy specifies Price-Quantity Pairs for all Injection and Withdrawal for the Registered Facility where:

(a) the negative quantities in Price-Quantity Pairs for energy represent bids for Withdrawal; and

(b) the positive quantities in Price-Quantity Pairs for energy represent offers for Injection.

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| **Explanatory Note**  Facilities containing Intermittent Loads are required to schedule exports, but not imports. |

7.4.46A. A Market Participant is not required to specify Price-Quantity Pairs for Withdrawals in its Real-Time Market Submission, where the Real-Time Market Submission is made in respect of a Registered Facility containing an Intermittent Load.

7.4.47. The prices in Price-Quantity Pairs in a Real-Time Market Submission:

(a) apply at the network connection point or Electrical Location, as applicable, for the Registered Facility;

(b) must increase monotonically with an increase in the available quantity for each Market Service; and

(c) for Withdrawal must be lower than the prices in Price-Quantity Pairs for Injection.

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| **Explanatory Note**  Clauses 7.4.48 and 7.4.49 deal with the validation process of Real-Time Market Submissions. Significantly, BANANAS will reject the whole Real-Time Market Submission for one ‘non-conforming / non-compliant’ record, rather than accept a Real-Time Market Submission in part.  Clauses 7.4.48 and 7.4.49 are amended to:   * clarify the processing rules for electronic submissions containing Real-Time Market Submissions; * remove the reference to clause 7.4.9 (which has been deleted); and * remove the reference to clause 7.4.35, which relates to submissions made after Gate Closure, because BANANAS is unable to assess whether a submission meets the exception criteria as part of the submission validation process. |

Real-Time Market Submissions - Validation of Dispatch Bids and Offers

7.4.48. On receipt of an electronic submission containing one or more Real-Time Market Submissions in accordance with this section 7.4, BANANAS must as soon as practicable:

(a) acknowledge receipt of the electronic submission to the submitting Market Participant; and

(b) determine whether the Real-Time Market Submissions in the electronic submission comply with the following requirements, as applicable:

i. the content requirements in clauses 7.4.10(a), 7.4.39, 7.4.40, 7.4.41, 7.4.42, 7.4.44, 7.4.45, 7.4.47(b) and 7.4.47(c);

ii. the pricing requirements in clause 7.4.8;

iii. the quantity requirements in clause 7.4.11; and

iv. the timing requirements in clause 7.4.23.

7.4.49. Where BANANAS:

(a) determines that an electronic submission complies with the requirements in clause 7.4.48(b), BANANAS must:

i. accept the Real-Time Market Submissions and notify the submitting Market Participant that the Real-Time Market Submissions have been accepted, and

ii. make available to the Market Participant the data contained in the Real-Time Market Submissions as they will be used by BANANAS in the Central Dispatch Process, including Loss Factor Adjusted Prices and non-Loss Factor Adjusted Prices; or

(b) determines that the electronic submission, or any part of it, does not comply with the requirements referred to in clause 7.4.48(b), BANANAS must:

i. reject the electronic submission and notify the submitting Market Participant that it has been rejected, and

ii. provide details of the reasons the electronic submission was rejected.

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| **Explanatory Note**  Clauses 7.4.50 to 7.4.53 deal with processing Real-Time Market Submissions, including the arrangements with respect to Loss Factor adjusted prices in Real-Time Market Submissions and the ability for BANANAS to make adjustments to certain inputs for use in the Dispatch Algorithm. |

Real-Time Market Submissions – Processing

7.4.50. BANANAS must convert the prices in a Real-Time Market Submission for energy into Loss Factor Adjusted Prices, and must use those Loss Factor Adjusted Prices in the Dispatch Algorithm.

7.4.51. Where a Loss Factor Adjusted Price determined in accordance with clause 7.4.50 is outside the relevant Energy Offer Cap, BANANAS must use the relevant Energy Offer Cap for the Real-Time Market Submission in the Dispatch Algorithm.

7.4.51A. Where a price in a Real-Time Market Submission for a Frequency Co-optimised Essential System Service:

(a) is greater than the relevant FCESS Offer Price Ceiling, BANANAS must use the relevant FCESS Offer Price Ceiling in the Dispatch Algorithm; and

(b) is less than zero, BANANAS must use a price of zero in the Dispatch Algorithm.

7.4.52. Where BANANAS determines, based on the information available to it at the relevant time, that the capability of a Registered Facility to provide an Essential System Service differs from the quantities and technical parameters specified in the most recently submitted Real-Time Market Submission for the Registered Facility for the relevant Dispatch Interval, BANANAS may adjust the following inputs to reflect the information available to it at that time, for use in the Dispatch Algorithm:

(a) Enablement Minimum;

(b) Enablement Maximum;

(c) Low Breakpoint; and

(d) High Breakpoint.

7.4.52A. Where BANANAS adjusts inputs under clause 7.4.52, BANANAS must, as soon as practicable, make the adjusted inputs and the reasons for the adjustment available to the Market Participant.

7.4.53. BANANAS must document in a WEM Procedure:

(a) the information and processes, including the application of any formulae, BANANAS will use in making a determination under clause 7.4.52; and

(b) the circumstances in which BANANAS will adjust the inputs specified in clause 7.4.52.

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| **Explanatory Note**  Clauses 7.4.54 to 7.4.56 set out the timing limits and content requirements for electronic submissions containing Standing Real-Time Market Submissions. |

Real-Time Market Submissions – Standing Submissions

7.4.54. A Market Participant may submit Standing Real-Time Market Submissions for a Registered Facility and Market Service at any time before Gate Closure for the first Dispatch Interval to which the submissions apply.

7.4.55. The Standing Real-Time Market Submissions in an electronic submission to BANANAS for a Registered Facility and Market Service must, in combination, uniquely specify the default Real-Time Market Submission to apply for each Dispatch Interval in a generic Trading Week.

7.4.56. An electronic submission containing Standing Real-Time Market Submissions must specify the first Dispatch Interval to which the submissions apply.

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| **Explanatory Note**  Clause 7.4.57 lists the options for specifying the type of Trading Day to which a Standing Real-Time Market Submission applies. |

7.4.57. Subject to clause 7.4.55, a Market Participant may specify the type of Trading Day to which a Standing Real‑Time Market Submission applies as:

(a) all Trading Days starting on a specific day of the week;

(b) all Trading Days starting on a weekday;

(c) all Trading Days starting on a weekend;

(d) all Trading Days starting on a Business Day;

(e) all Trading Days starting on a non-Business Day; or

(f) all Trading Days.

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| **Explanatory Note**  Clause 7.4.57A sets out the corresponding WEM Procedure requirements for Standing Real-Time Market Submissions to those set out in clause 7.4.38 for Real-Time Market Submissions. |

7.4.57A. BANANAS must document in a WEM Procedure the format and methodology to be followed by Market Participants for making Standing Real-Time Market Submissions, including the options to submit Standing Real-Time Market Submissions for multiple Registered Facilities and Market Services in a single electronic submission.

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| **Explanatory Note**  Clauses 7.4.58 and 7.4.59 are amended to:   * clarify the processing rules for electronic submissions containing Standing Real-Time Market Submissions; and * make consequential changes to the list of validation requirements in clause 7.4.58(b). |

7.4.58. On receipt of an electronic submission containing one or more Standing Real-Time Market Submissions, BANANAS must, as soon as practicable:

(a) acknowledge receipt of the electronic submission to the submitting Market Participant; and

(b) determine whether the Standing Real-Time Market Submissions in the electronic submission comply with the following requirements:

i. the content requirements in clauses 7.4.55, 7.4.56 and 7.4.57;

ii. the timing requirement in clause 7.4.54; and

iii. for each Standing Real-Time Market Submission in the electronic submission, as applicable:

1. the content requirements in clauses 7.4.10(a), 7.4.39, 7.4.40, 7.4.41, 7.4.42, 7.4.44, 7.4.45, 7.4.47(b) and 7.4.47(c);

2. the pricing requirements in clause 7.4.8; and

3. the quantity requirements in clause 7.4.11.

7.4.59. Where BANANAS:

(a) determines that an electronic submission complies with the requirements in clause 7.4.58(b), BANANAS must:

i. accept the Standing Real-Time Market Submissions and notify the submitting Market Participant that the Standing Real-Time Market Submissions have been accepted, and

ii. make available to the Market Participant the data contained in the Standing Real-Time Market Submissions as it will be used by BANANAS in the Central Dispatch Process; or

(b) determines that the electronic submission, or any part of it, does not comply with the requirements referred to in clause 7.4.58(b), BANANAS must:

i. reject the electronic submission and notify the submitting Market Participant that it has been rejected, and

ii. provide details of the reasons the electronic submission was rejected.

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| **Explanatory Note**  Clause 7.4.59A is the equivalent of clause 7.4.1B for Standing Real-Time Market Submissions. |

7.4.59A. A Standing Real-Time Market Submission for a Registered Facility and Market Service that BANANAS accepts under clause 7.4.59(a) replaces any previously accepted Standing Real-Time Market Submission for Dispatch Intervals from the Dispatch Interval specified in clause 7.4.56.

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| **Explanatory Note**  Clause 7.4.60 is amended to reflect that a Standing Real-Time Market Submission is for a single Market Service. |

7.4.60. When BANANAS uses a Standing Real-Time Market Submission in the Dispatch Algorithm, BANANAS must:

(a) subject to clause 7.4.60(b), convert the prices in a Standing Real-Time Market Submission for energy into Loss Factor Adjusted Prices, and use those Loss Factor Adjusted Prices in the Dispatch Algorithm;

(b) where a Loss Factor Adjusted Price determined under clause 7.4.60(a) is outside the relevant Energy Offer Cap, use the relevant Energy Offer Cap in the Dispatch Algorithm;

(c) where a price in a Standing Real-Time Market Submission for a Frequency Co-optimised Essential System Service is greater than the relevant FCESS Offer Price Ceiling, use the relevant FCESS Offer Price Ceiling in the Dispatch Algorithm; and

(d) where a price in a Standing Real-Time Market Submission for a Frequency Co-optimised Essential System Service is less than zero, use a price of zero in the Dispatch Algorithm.

7.4.61. It is the responsibility of each Market Participant to check that the data contained in its Standing Real-Time Market Submissions as it will be used by BANANAS in the Central Dispatch Process is correct.

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| **Explanatory Note**  Clause 7.4.62 has been placed under a new sub-section heading because the contents of the clause relate to Real-Time Market Submissions as well as Standing Real-Time Market Submissions.  Clause 7.4.62 is also amended to remove the requirement for BANANAS to document the types of day that can be nominated in a Standing Real-Time Market Submission in a WEM Procedure, because this is now specified in clause 7.4.57. |

Real-Time Market Submissions and Standing Real-Time Market Submissions – Process Documentation

7.4.62. BANANAS must document in a WEM Procedure the processes it must follow when:

(a) acknowledging receipt of a Real-Time Market Submission under clause 7.4.48(a) or a Standing Real-Time Market Submission under clause 7.4.58(a);

(b) validating a Real-Time Market Submission in accordance with clause 7.4.48(b) or a Standing Real-Time Market Submission in accordance with clause 7.4.58(b); and

(c) accepting or rejecting a Real-Time Market Submission in accordance with clause 7.4.49 or a Standing Real-Time Market Submission in accordance with clause 7.4.59.

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| **Explanatory Note**  Feedback from BANANAS’s implementation program identified a number of issues with the proposal to include Demand Side Programmes in the Dispatch Algorithm, including:   * the potential for inaccurate identification of potential Demand Side Programme dispatch in the forward Market Schedules; * issues with the proposed tie-breaking approach; and * issues relating to the need to take into account the specific restrictions associated with the dispatch of Demand Side Programmes, e.g. notice periods, hours available for dispatch, maximum hours of dispatch per year, etc).   Due to these issues, Demand Side Programmes will not be dispatched using the Dispatch Algorithm. Instead, an alternative approach has been developed for the dispatch of these Facilities.  A key component of this approach is the requirement for Market Participants to provide DSP Withdrawal Profile Submissions that specify two forecast quantities for each Dispatch Interval:   * a DSP Unconstrained Withdrawal Quantity, which is the Market Participant’s estimate of the average MW consumption of its Demand Side Programme in the Dispatch Interval assuming that the Demand Side Programme is not affected by any Dispatch Instruction or Reserve Capacity Test; and * a DSP Constrained Withdrawal Quantity, which the DSP Unconstrained Withdrawal Quantity adjusted to take into account the impact of any impending dispatch or Reserve Capacity Tests about which the Market Participant has been advised.   The two values are expected to be identical for most Dispatch Intervals.  New section 7.4A sets out the obligations with respect to DSP Withdrawal Profile Submissions. The clauses below are structured similarly to the clauses in section 7.4 (Real-Time Market Submissions), but are included in a separate section to reflect that these obligations apply only to Demand Side Programmes. |

7.4A. DSP Withdrawal Profile Submissions

7.4A.1. A Market Participant must ensure that it has made a DSP Withdrawal Profile Submission or Standing DSP Withdrawal Profile Submission in accordance with this section 7.4A for each Dispatch Interval in the Week-Ahead Schedule Horizon for each of its Demand Side Programmes.

7.4A.2. If BANANAS has not accepted a DSP Withdrawal Profile Submission for a Demand Side Programme and Dispatch Interval under clause 7.4A.15(a), but has accepted an applicable Standing DSP Withdrawal Profile Submission, then the Standing DSP Withdrawal Profile Submission is deemed to be the DSP Withdrawal Profile Submission for the Demand Side Programme and Dispatch Interval.

7.4A.3. A DSP Withdrawal Profile Submission for a Demand Side Programme and Dispatch Interval that BANANAS accepts under clause 7.4A.15(a) replaces any previously accepted DSP Withdrawal Profile Submission for, and has effect in relation to, the Demand Side Programme and Dispatch Interval.

7.4A.4. If:

(a) BANANAS has not yet accepted a DSP Withdrawal Profile Submission for a Demand Side Programme and Dispatch Interval under clause 7.4A.15(a); and

(b) BANANAS accepts a Standing DSP Withdrawal Profile Submission for the Demand Side Programme that is applicable to the Dispatch Interval,

then the Standing DSP Withdrawal Profile Submission replaces any previously accepted Standing DSP Withdrawal Profile Submission as the deemed DSP Withdrawal Profile Submission for the Demand Side Programme and Dispatch Interval.

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| **Explanatory Note**  Clauses 7.4A.5 to 7.4A.8 set out the requirements for a Market Participant to review and update the DSP Withdrawal Profile Submissions for its Demand Side Programme when BANANAS:   * indicates that the Demand Side Programme may be dispatched over a specific period in a Market Advisory; * issues a Dispatch Instruction to the Demand Side Programme to curtail its consumption; * issues a Dispatch Instruction to the Demand Side Programme to end a period of curtailment; or * issues a notification of a Reserve Capacity Test for the Demand Side Programme.   Clause 7.4A.9 requires the Market Participant, if it has been requested to revise its DSP Withdrawal Profile Submissions for a period, to make reasonable endeavours to ensure that the DSP Unconstrained Withdrawal Quantities and DSP Constrained Withdrawal Quantities remain as accurate as possible for that period. |

7.4A.5. If BANANAS identifies a Demand Side Programme in a Market Advisory under clause 7.11.6(cA)(i), then the relevant Market Participant must:

(a) as soon as practicable review, and if necessary update, the DSP Withdrawal Profile Submissions for the Demand Side Programme for, subject to clause 7.4A.9A, each future Dispatch Interval before the end of the Trading Day in which the period specified under clause 7.11.6(cA)(ii) falls; and

(b) for the purposes of determining DSP Constrained Withdrawal Quantities, assume the Demand Side Programme will be subject to Dispatch Instructions that curtail the Withdrawal of the Demand Side Programme by the maximum quantity consistent with its Reserve Capacity Obligations for the period specified under clause 7.11.6(cA)(ii).

7.4A.6. If BANANAS issues a Dispatch Instruction with a non-zero MW quantity to a Demand Side Programme under clause 7.6.15, then the Market Participant must:

(a) as soon as practicable and no later than one hour before the Dispatch Interval from which the Dispatch Instruction applies, review, and if necessary update, the DSP Withdrawal Profile Submissions for the Demand Side Programme for, subject to clause 7.4A.9A, each future Dispatch Interval before the end of the Trading Day in which the Dispatch Interval specified under clause 7.6.11A(c) falls; and

(b) for the purposes of determining the applicable DSP Constrained Withdrawal Quantities, take into account the timeframes and quantities in the Dispatch Instructions that have been issued to the Demand Side Programme and assume that BANANAS will issue a Dispatch Instruction with a zero MW quantity that will apply from the Dispatch Interval specified under clause 7.6.11A(e).

7.4A.7. If BANANAS issues a Dispatch Instruction with a zero MW quantity to a Demand Side Programme under clause 7.6.15, then the Market Participant must:

(a) as soon as practicable and no later than one hour before the Dispatch Interval from which the Dispatch Instruction applies, review, and if necessary update, the DSP Withdrawal Profile Submissions for the Demand Side Programme for, subject to clause 7.4A.9A, each future Dispatch Interval in the Trading Day in which the Dispatch Interval specified under clause 7.6.11A(c) falls; and

(b) for the purposes of determining the applicable DSP Constrained Withdrawal Quantities, take into account the time from which the Dispatch Instruction will apply.

7.4A.8. If a Market Participant receives a notification relating to a Reserve Capacity Test of a Demand Side Programme under clause 4.25.9(h), the Market Participant must:

(a) as soon as practicable and no later than one hour before the Reserve Capacity Test is due to commence, review and update the DSP Withdrawal Profile Submissions for the Demand Side Programme for, subject to clause 7.4A.9A, each future Dispatch Interval in the Trading Day in which Reserve Capacity Test will be conducted; and

(b) take the information provided in the notification under clause 4.25.9(h) into account in determining the relevant DSP Constrained Withdrawal Quantities.

7.4A.9. A Market Participant must make reasonable endeavours to ensure that when any of the conditions specified in clauses 7.4A.5, 7.4A.6, 7.4A.7 or 7.4A.8 apply, the DSP Unconstrained Withdrawal Quantities and DSP Constrained Withdrawal Quantities in its DSP Withdrawal Profile Submissions for the Demand Side Programme accurately reflect the Market Participant’s reasonable expectation of the Withdrawal of the Demand Side Programme during the applicable Dispatch Intervals under the required assumptions.

7.4A.9A. For the purposes of updating DSP Withdrawal Profile Submissions under clauses 7.4A.5, 7.4A.6, 7.4A.7 or 7.4A.8, a Market Participant must not include a future Dispatch Interval in its updated DSP Withdrawal Profile Submissions, where the Market Participant reasonably determines that despite its best endeavours, its updated DSP Withdrawal Profile Submissions for the Dispatch Interval will not be received by BANANAS before the start of the Dispatch Interval.

DSP Withdrawal Profile Submissions – Timing

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| **Explanatory Note**  The timing restrictions for DSP Withdrawal Profile Submissions are similar to those applied to Real‑Time Market Submissions. |

7.4A.10. A Market Participant may submit a DSP Withdrawal Profile Submission for a Dispatch Interval at any time:

(a) on or after the Real-Time Market Submission Acceptance Horizon for the Dispatch Interval; and

(b) before the start of the Dispatch Interval.

7.4A.11. BANANAS must use the most recent DSP Withdrawal Profile Submission (as determined in accordance with clauses 7.4A.2, 7.4A.3 and 7.4A.4) in the scheduling and dispatch of Demand Side Programmes in accordance with this Chapter 7.

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| **Explanatory Note**  Clauses 7.4A.12 to 7.4A.15, which set out the format and validation requirements for DSP Withdrawal Profile Subsmissions, are consistent with the corresponding provisions for Real-Time Market Submissions. |

DSP Withdrawal Profile Submissions – Format

7.4A.12. BANANAS must document in a WEM Procedure the format and methodology to be followed by Market Participants for making DSP Withdrawal Profile Submissions, including the options to submit multiple DSP Withdrawal Profile Submissions to BANANAS in a single electronic submission.

7.4A.13. A DSP Withdrawal Profile must specify:

(a) the Demand Side Programme;

(b) the Dispatch Interval;

(c) a DSP Unconstrained Withdrawal Quantity;

(d) a DSP Constrained Withdrawal Quantity; and

(e) any other information specified in the WEM Procedure to be documented by BANANAS under clause 7.4A.12.

DSP Withdrawal Profile Submissions – Validation

7.4A.14. On receipt of an electronic submission containing one or more DSP Withdrawal Profile Submissions in accordance with this section 7.4A, BANANAS must as soon as practicable:

(a) acknowledge receipt of the electronic submission to the submitting Market Participant; and

(b) determine whether the DSP Withdrawal Profile Submissions in the electronic submission comply with the following requirements, as applicable:

i. the content requirements in clause 7.4A.13; and

ii. the timing requirements in clause 7.4A.10.

7.4A.15. Where BANANAS:

(a) determines that an electronic submission complies with the requirements in clause 7.4A.14(b), BANANAS must accept the DSP Withdrawal Profile Submissions and notify the submitting Market Participant that the DSP Withdrawal Profile Submissions have been accepted, or

(b) determines that the electronic submission, or any part of it, does not comply with the requirements referred to in clause 7.4A.14(b), BANANAS must:

i. reject the electronic submission and notify the submitting Market Participant that it has been rejected, and

ii. provide details of the reasons the electronic submission was rejected.

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| **Explanatory Note**  The arrangements for Standing DSP Withdrawal Profile Submissions are the same as those used for Standing Real-Time Market Submissions, except that the deadline for the submissions is two hours before the first Dispatch Interval to which the submissions apply (instead of Gate Closure).  The process documentation requirements for DSP Withdrawal Profile Submissions and Standing DSP Withdrawal Profile Submissions are also similar to the requirements for Real-Time Market Submissions and Standing Real-Time Market Submissions. |

DSP Withdrawal Profile Submissions – Standing Submissions

7.4A.16. A Market Participant may submit Standing DSP Withdrawal Profile Submissions for a Demand Side Programme at any time up to two hours before the first Dispatch Interval to which the submissions apply.

7.4A.17. The Standing DSP Withdrawal Profile Submissions in an electronic submission to BANANAS for a Demand Side Programme must, in combination, uniquely specify the default DSP Withdrawal Profile Submission to apply for each Dispatch Interval in a generic Trading Week.

7.4A.18. An electronic submission containing Standing DSP Withdrawal Profile Submissions must specify the first Dispatch Interval to which the submissions apply.

7.4A.19. Subject to clause 7.4A.17, a Market Participant may specify the type of Trading Day to which a Standing DSP Withdrawal Profile Submission applies as:

(a) all Trading Days starting on a specific day of the week;

(b) all Trading Days starting on a weekday;

(c) all Trading Days starting on a weekend;

(d) all Trading Days starting on a Business Day;

(e) all Trading Days starting on a non-Business Day; or

(f) all Trading Days.

7.4A.20. BANANAS must document in a WEM Procedure the format and methodology to be followed by Market Participants for making Standing DSP Withdrawal Profile Submissions, including the options to submit Standing DSP Withdrawal Profile Submissions for multiple Demand Side Programmes in a single electronic submission.

7.4A.21. On receipt of an electronic submission containing one or more Standing DSP Withdrawal Profile Submissions, BANANAS must, as soon as practicable:

(a) acknowledge receipt of the electronic submission to the submitting Market Participant; and

(b) determine whether the Standing DSP Withdrawal Profile Submissions in the electronic submission comply with the following requirements:

i. the content requirements in clauses 7.4A.17, 7.4A.18 and 7.4A.19;

ii. the timing requirement in clause 7.4A.16; and

iii. for each Standing DSP Withdrawal Profile Submission in the electronic submission, the content requirements in clause 7.4A.13.

7.4A.22. Where BANANAS:

(a) determines that an electronic submission complies with the requirements in clause 7.4A.21(b), BANANAS must accept the Standing DSP Withdrawal Profile Submissions and notify the submitting Market Participant that the Standing DSP Withdrawal Profile Submissions have been accepted; or

(b) determines that the electronic submission, or any part of it, does not comply with the requirements referred to in clause 7.4A.21(b), BANANAS must:

i. reject the electronic submission and notify the submitting Market Participant that it has been rejected, and

ii. provide details of the reasons the electronic submission was rejected.

7.4A.23. A Standing DSP Withdrawal Profile Submission for a Demand Side Programme that BANANAS accepts under clause 7.4A.22(a) replaces any previously accepted Standing DSP Withdrawal Profile Submission for Dispatch Intervals from the Dispatch Interval specified in clause 7.4A.18.

DSP Withdrawal Profile Submissions and Standing DSP Withdrawal Profile Submissions – Process Documentation

7.4A.24. BANANAS must document in a WEM Procedure the processes it must follow when:

(a) acknowledging receipt of a DSP Withdrawal Profile Submission under clause 7.4A.14(a) or a Standing DSP Withdrawal Profile Submission under clause 7.4A.21(a);

(b) validating a DSP Withdrawal Profile Submission in accordance with clause 7.4A.14(b) or a Standing DSP Withdrawal Profile Submission in accordance with clause 7.4A.21(b); and

(c) accepting or rejecting a DSP Withdrawal Profile Submission in accordance with clause 7.4A.15 or a Standing DSP Withdrawal Profile Submission in accordance with clause 7.4A.22.

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| **Explanatory Note**  Clauses 7.5.1 to 7.5.4 deal with the Dispatch Algorithm to be used by BANANAS for the scheduling and dispatch of energy and ESS.  This section ties into the Constraints Framework, and deals with BANANAS’s selection of Constraint Equations and Constraint Sets for inclusion in the Dispatch Algorithm, but not the formulation of constraints, unless there is no appropriate Constraint Equation already in the Constraints Library. BANANAS’s obligations with respect to formulating Constraint Equations are set out in section 2.27A. |

7.5. Dispatch Algorithm

Network Constraints

7.5.1. For each Dispatch Interval:

(a) BANANAS must reasonably determine, based on the latest information available to it, whether a Network Constraint has the potential to affect dispatch in the Dispatch Interval; and

(b) for each Network Constraint identified by BANANAS under clause 7.5.1(a), BANANAS must select one or more Constraint Equations or Constraint Sets to use in the Dispatch Algorithm for the Dispatch Interval to address the Network Constraints identified.

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| **Explanatory Note**  Clause 7.5.2 describes the circumstances in which BANANAS is not required to use a Fully Co-optimised Network Constraint Equation in the Dispatch Algorithm. |

7.5.2. Without limiting BANANAS’s obligations under clause 7.5.1, BANANAS must use Fully Co-Optimised Network Constraint Equations to reflect the Network Constraints identified under clause 7.5.1(a) unless, in BANANAS’s reasonable opinion:

(a) a Fully Co-Optimised Network Constraint Equation for the Network Constraint that affects, or is likely to affect, dispatch in the Dispatch Interval is not appropriate;

(b) an Alternative Network Constraint Equation is available to better address the Network Constraint that affects, or is likely to affect, dispatch in the Dispatch Interval; and

(c) if the Alternative Network Constraint Equation is used, BANANAS will continue to meet its obligations under section 7.2,

in which case, BANANAS may use the Alternative Network Constraint Equation in the Dispatch Algorithm for the expected duration of the relevant Network Constraint.

7.5.3. If the Constraints Library does not contain a Constraint Equation or Constraint Set that accurately reflects the Network Constraint identified under clause 7.5.1, then without limiting BANANAS’s obligations to formulate Constraint Equations under section 2.27A, BANANAS must formulate a new Constraint Equation or Constraint Set for use in the Dispatch Algorithm for the Network Constraint and update the Constraints Library in accordance with clause 2.27A.7.

7.5.4. BANANAS must document in a WEM Procedure:

(a) the process to be used by BANANAS for selecting, applying, invoking and revoking Constraint Equations or Constraint Sets in response to Network Constraints for use in the Dispatch Algorithm; and

(b) the circumstances in which BANANAS will use Fully Co-optimised Network Constraint Equations and Alternative Network Constraint Equations in the Dispatch Algorithm.

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| **Explanatory Note**  Clauses 7.5.5 to 7.5.8 relate to the requirements for BANANAS to include Constraint Equations that involve ESS in the Dispatch Algorithm. |

Essential System Services Constraints

7.5.5. BANANAS must include Constraint Equations for the dispatch of Essential System Services in the Dispatch Algorithm.

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| **Explanatory Note**  Clause 7.5.6 is intended to apply to Regulation Raise, Regulation Lower and Contingency Reserve Lower. The requirements for these services will be set outside the Dispatch Algorithm, and are necessary inputs to determining whether security standards are being met, and feeding into the RoCoF Control Service requirement. |

7.5.6. Where the WEM Procedure referred to in clause 3.11.7 provides that the quantity of a Frequency Co-optimised Essential System Service is to be determined outside the Central Dispatch Process, BANANAS must include Constraint Equations in the Dispatch Algorithm that, subject to clause 7.4.5(b), ensure the exogenously determined quantity of that Frequency Co-optimised Essential System Service is procured from the Real-Time Market.

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| **Explanatory Note**  Clause 7.5.7 is intended to apply to Contingency Reserve Raise and RoCoF Control Service. The requirements for these services will be set based on the lowest cost combination of facilities, including limiting the dispatch of facilities to reduce the requirement. |

7.5.7. Where the WEM Procedure referred to in clause 3.11.7 provides that the quantity of a Frequency Co-optimised Essential System Service is dependent on factors within the Central Dispatch Process, BANANAS must include Constraint Equations in the Dispatch Algorithm that, subject to clauses 3.12.2 and 7.2.4(e), ensure that a sufficient quantity of that Frequency Co-optimised Essential System Service is procured to meet the Essential System Service Standards.

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| **Explanatory Note**  Clause 7.5.8 provides a head of power for BANANAS to undertake pre-processing so that the Dispatch Algorithm will only include Real-Time Market Offers for the supply of FCESS for Registered Facilities operating between Enablement Limits. |

7.5.8. Where a Real-Time Market Submission for a Registered Facility specifies non-zero quantities in its Price-Quantity Pairs for any Frequency Co-optimised Essential System Service, then:

(a) if the Registered Facility is operating between its Enablement Limits at the beginning of a Dispatch Interval or a Pre-Dispatch Interval, BANANAS may, in accordance with the WEM Procedure referred to in clause 7.2.5, include Constraint Equations in the Dispatch Algorithm to ensure the Energy Dispatch Target for that Registered Facility will not be less than the Minimum Enablement Limit, and not more than the Maximum Enablement Limit; or

(b) if the Registered Facility is not operating between its Enablement Limits at the beginning of a Dispatch Interval or a Pre-Dispatch Interval, BANANAS may, in accordance with the WEM Procedure referred to in clause 7.2.5, exclude the Real-Time Market Offers to provide any Frequency Co‑optimised Essential System Service specified in the Real-Time Market Submission for the Registered Facility from the Dispatch Algorithm.

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| **Explanatory Note**  Clause 7.5.9 relates to the requirements for BANANAS to include Constraint Equations that involve Electric Storage Resources in the Dispatch Algorithm.  Electric Storage Constraints will allow more efficient use of storage resources by including the relevant constraints in the Dispatch Algorithm, instead of requiring the relevant Market Participants to frequently adjust their Real-Time Market Offers for their storage resources. This ‘opt-in’ process is aimed at pure storage resources. |

Storage Constraints

7.5.9. For a Scheduled Facility that comprises only Electric Storage Resources, BANANAS may include Constraint Equations relating to restrictions on the simultaneous dispatch of energy and Frequency Co-optimised Essential System Services, to ensure that Dispatch Targets and Essential System Service Enablement Quantities for the Scheduled Facility are able to be achieved based on the Charge Level, storage capacity, Injection capability and Withdrawal capability for the Scheduled Facility, accounting for relevant losses in the charging or discharging process.

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| **Explanatory Note**  The registration provisions will include a clause that allows Market Participants to designate whether they want Energy Storage Constraints (to be developed by BANANAS) to apply to their facility. |

7.5.10. For Registered Facilities which the Market Participant notified BANANAS that operation of the Registered Facility is subject to Energy Storage Constraints, BANANAS must include Constraint Equations relating to restrictions on the simultaneous dispatch of energy and Frequency Co-optimised Essential System Service, to ensure that Dispatch Targets and Essential System Service Enablement Quantities for the Registered Facility are able to be achieved based on the Charge Level, storage capacity, Injection capability and Withdrawal capability for the Scheduled Facility, accounting for relevant losses in the charging or discharging process.

7.5.10A. Where a Market Participant notifies BANANAS that operation of a Registered Facility is not subject to Energy Storage Constraints, BANANAS must not include Constraint Equations in the Dispatch Algorithm for that Facility under clause 7.5.10.

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| **Explanatory Note**  Clauses 7.5.11 to 7.5.14 deal with the determination of dynamic parameters by BANANAS for use in dispatch. |

Dynamic parameters

7.5.11. BANANAS must determine the Contingency Raise Offset and Contingency Lower Offset for each Dispatch Interval and Pre-Dispatch Interval of each Market Schedule and in making a determination BANANAS must have regard to:

(a) System Inertia;

(b) Load Relief;

(c) Droop Response expected from synchronised Registered Facilities;

(d) the size of the Largest Credible Supply Contingency;

(e) the size of the Largest Credible Load Contingency; and

(f) any other relevant factors specified in the WEM Procedure referred to in clause 7.2.5.

7.5.12. BANANAS must determine the Minimum RoCoF Control Requirement, the Additional RoCoF Control Requirement and the RoCoF Control Requirement for each Dispatch Interval and Pre-Dispatch Interval of each Market Schedule and in making a determination BANANAS must have regard to:

(a) Facility Performance Factors;

(b) System Inertia from sources other than Registered Facilities;

(c) the size of the Largest Credible Supply Contingency;

(d) Contingency Raise Offset;

(e) Contingency Lower Offset; and

(f) any other relevant factors specified in the WEM Procedure referred to in clause 7.2.5.

7.5.13. BANANAS must determine a Facility Performance Factor for Contingency Reserve Raise and Contingency Reserve Lower for each Registered Facility that is accredited, in accordance with section 2.34A, to provide that Essential System Service for each Dispatch Interval and Pre-Dispatch Interval of each Market Schedule and in making a determination BANANAS must have regard to:

(a) Facility Speed Factors;

(b) System Inertia;

(c) the size of the Largest Credible Supply Contingency;

(d) the size of the Largest Credible Load Contingency; and

(e) any other relevant factors specified in the WEM Procedure referred to in clause 7.2.5.

7.5.14. BANANAS must determine and publish on the WEM Website the RoCoF Upper Limit at least annually.

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| **Explanatory Note**  The Dispatch Process in the current WEM Rules is deleted and replaced with the new Central Dispatch Process in sections 7.6 and 7.7. |

7.6. Dispatch

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| **Explanatory Note**  Clauses 7.6.1 to 7.6.22 deal with the Dispatch of Facilities in the Real-Time Market via Dispatch Instructions determined by the Dispatch Algorithm.  Clauses 7.6.1 and 7.6.2 are amended to reflect that only Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads are dispatched by WEMDE using the Dispatch Algorithm. |

Dispatch Instructions

7.6.1. BANANAS must centrally dispatch Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads based on their Real-Time Market Bids and Real-Time Market Offers using the Dispatch Algorithm.

7.6.2. BANANAS must use the Dispatch Algorithm to set Dispatch Targets, Dispatch Caps and Essential System Service Enablement Quantities for each Scheduled Facility, Semi-Scheduled Facility and Interruptible Load for each Dispatch Interval.

7.6.3. BANANAS must document in a WEM Procedure the processes to be followed by BANANAS and Market Participants for the dispatch of Registered Facilities where the Dispatch Algorithm is not able to be successfully run for a Dispatch Interval, including:

(a) where a previous Market Schedule will be used as the basis for issuing Dispatch Instructions; and

(b) where a previous Market Schedule will not be used as the basis for issuing Dispatch Instructions, the basis for dispatch and issuing Dispatch Instructions in those circumstances.

7.6.4. BANANAS must use the Central Dispatch Process to set:

(a) the Market Clearing Prices for each Dispatch Interval in accordance with sections 7.11A, 7.11B and 7.11C; and

(b) the Reference Trading Prices for each Trading Interval in accordance with clause 7.11A.1(b).

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| **Explanatory Note**  The phrase “in respect of a Dispatch Interval” has been removed from this general description of a Dispatch Instruction because Dispatch Instructions are no longer proposed to be issued for each Dispatch Interval to Demand Side Programmes. The clauses detailing the contents of Dispatch Instructions contain the required granularity details, so they do not need to be included in this clause. |

7.6.5. A Dispatch Instruction is an instruction issued by BANANAS to a Market Participant in respect of a Registered Facility, directing the Market Participant to:

(a) vary the Injection or Withdrawal of the Registered Facility; or

(b) enable the Registered Facility to provide a quantity of a Frequency Co-optimised Essential System Service.

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| **Explanatory Note**  Clause 7.6.5A allows BANANAS to dispatch a Demand Side Programme to maintain Power System Security or Power System Reliability. This may be required in the event of a capacity shortfall or other low reserve condition, to conserve fuel during a major fuel shortfall or to relieve a security constraint.  Clause 7.6.5B sets out the principles BANANAS must follow in determining which Demand Side Programmes should be dispatched, and for how long and what quantities the Facilities should be dispatched.  Clause 7.6.5C requires BANANAS to document in a WEM Procedure the processes it will use to decide that the dispatch of Demand Side Programmes is required and to select Demand Side Programmes for dispatch. |

7.6.5A. BANANAS may issue Dispatch Instructions to a Demand Side Programme where BANANAS reasonably considers that the dispatch of a Demand Side Programme is required to restore or maintain Power System Security or Power System Reliability.

7.6.5B. BANANAS must issue Dispatch Instructions to Demand Side Programmes in accordance with the following principles:

(a) BANANAS must not issue Dispatch Instructions to a Demand Side Programme that restrict the absolute value of Withdrawal below the Facility’s Relevant Level by more than the Facility’s Reserve Capacity Obligation Quantity in a Dispatch Interval, except with the prior agreement of the Market Participant; and

(b) when selecting Demand Side Programmes for dispatch to meet a potential energy shortfall, BANANAS must:

i. take into account Market Schedules and any information provided by Market Participants in response to a Market Advisory issued under clause 7.11.5(gA) for the relevant period;

ii. avoid the dispatch of Demand Side Programmes beyond the extent that BANANAS considers may reasonably be necessary to restore or maintain Power System Security and Power System Reliability;

iii. where a Demand Side Programme has an Associated Load which is also an Associated Load of an Interruptible Load, and that Interruptible Load is expected to provide an Essential System Service during the relevant period, prefer dispatch of other Demand Side Programmes; and

iv. only discriminate between Demand Side Programmes based on response time and availability, except where required under clause 7.6.5B(b)(iii).

7.6.5C. BANANAS must document in a WEM Procedure:

(a) how BANANAS will determine that the dispatch of Demand Side Programmes under clause 7.6.5A may be required; and

(b) the process that BANANAS will use to select Demand Side Programmes for dispatch, which must be consistent with the principles specified in clause 7.6.5B.

7.6.6. BANANAS is not required to issue a Dispatch Instruction for Automatic Generator Control movements where:

(a) BANANAS is adjusting the provision of Regulation within the quantity of Regulation enabled;

(b) BANANAS has direct control of a Registered Facility under clause 7.6.30 and the adjustments relate to implementation of a previously recorded Dispatch Instruction; or

(c) the Facility is providing a System Restart Service.

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| **Explanatory Note**  Clause 7.6.7 allows BANANAS to issue a direction to a Network Operator to support the operation of Central Dispatch Process. For example, adjusting an open point on the network or adjusting network voltage. |

7.6.7. BANANAS may direct a Network Operator to do, or not do, an act, matter or thing, if it reasonably determines the act, matter or thing is required to support or enable BANANAS’s operation of the Central Dispatch Process.

7.6.7A. A Network Operator is not required to comply with a direction referred to in clause 7.6.7 if such compliance would endanger the safety of any person, damage equipment, or breach any applicable law.

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| **Explanatory Note**  Clause 7.6.8 sets out the information BANANAS is required to include in a Dispatch Instruction.  Clause 7.6.8 is amended to:   * restrict the clause to Dispatch Instructions for Scheduled Facilities, Semi-Scheduled Facilities and Interruptible Loads (Dispatch Instructions for Demand Side Programmes are covered in new clause 7.6.11A); * clarify what is included in Dispatch Instructions for the different Facility Classes; and * clarify that the quantities referred to in clause 7.6.8(d)(iii) are not the actual Dispatch Targets or Dispatch Caps for the Facility (which are sent out values) but their “as‑generated” equivalents. |

7.6.8. For each Dispatch Instruction for a Scheduled Facility, Semi-Scheduled Facility or Interruptible Load, BANANAS must record:

(a) details of the Registered Facility to which the Dispatch Instruction relates;

(b) the time the Dispatch Instruction was issued;

(c) the Dispatch Interval to which the Dispatch Instruction applies;

(d) for a Scheduled Facility or Semi-Scheduled Facility:

i. the Dispatch Target or Dispatch Cap for the Dispatch Interval, as applicable, under clause 7.6.10 or 7.6.11;

ii. where the Registered Facility is a Semi-Scheduled Facility, the Dispatch Forecast for the Dispatch Interval;

iii. where BANANAS has agreed to process Dispatch Targets or Dispatch Caps for the Registered Facility on an as-generated basis, the equivalent as-generated values for the Dispatch Target, Dispatch Cap or Dispatch Forecast as applicable; and

iv. Essential System Service Enablement Quantities; and

(e) for an Interruptible Load:

i. Essential System Service Enablement Quantities.

7.6.8A. BANANAS may record, for a Dispatch Instruction to a Scheduled Facility or Semi-Scheduled Facility, the ramp rate to be maintained by the Registered Facility until the Dispatch Target is reached, which must not exceed the Maximum Upwards Ramp Rate or the Maximum Downwards Ramp Rate of the Registered Facility, as applicable.

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| **Explanatory Note**  Clause 7.6.9 is amended to include new clause 7.6.11A, which covers Dispatch Instructions for Demand Side Programmes. |

7.6.9. At the same time as, or as soon as practicable after, BANANAS issues a Dispatch Instruction for a Registered Facility, BANANAS must make the information recorded in accordance with clauses 7.6.8 or 7.6.11A available to the Market Participant for the Registered Facility.

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| **Explanatory Note**  Scheduled Facilities will always get a Dispatch Target which must be met within the Facility’s relevant dispatch tolerance and subject to other service activation (e.g. Regulation).  Semi-Scheduled Facilities will receive:   * a Dispatch Cap (which must not be exceeded beyond the Facility’s relevant dispatch tolerance); or * if the Facility has been cleared to provide an Essential System Service, a Dispatch Target (which must be met within the Facility’s relevant dispatch tolerance).   In normal operations, the Dispatch Cap will be the Facility’s nameplate capacity, but will be less where the Facility has been cleared for only part of its capacity due to a tiered offer structure or a Constraint.  It is noted that as currently drafted clause 7.6.11 may restrict how a hybrid facility participates in ESS provision. The ETIU and BANANAS are exploring the possibility of allowing Market Participants to provide the ESS response from a component of the Registered Facility, rather than the Registered Facility as a whole at the sent-out point. Further amendments to clause 7.6.11 may be required to reflect that work. |

7.6.10. Each Dispatch Instruction for a Scheduled Facility must include a Dispatch Target.

7.6.11. Each Dispatch Instruction for a Semi-Scheduled Facility must include:

(a) a Dispatch Cap; or

(b) a Dispatch Target, where the Registered Facility has a non-zero Essential System Service Enablement Quantity for Contingency Reserve or Regulation.

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| **Explanatory Note**  Clause 7.6.11A reflects the differences between Dispatch Instructions for Demand Side Programmes and the Dispatch Instructions that are issued by the Dispatch Algorithm for other Facility Classes. These include the following:   * Dispatch Instructions for Demand Side Programmes are issued in accordance with the required notice period for the Facility (usually two hours); * a Dispatch Instruction is usually only issued to a Demand Side Programme when a change is required to its consumption, whereas Dispatch Instructions are issued to other Facilities every five minutes; * the start time for a Demand Side Programme (i.e. the time from which the Dispatch Instruction applies) must fall on a Trading Interval boundary, to support the relevant settlement calculations; * the meaning of a Dispatch Instruction is different for Demand Side Programmes:   + a non-zero MW quantity means that the consumption of the Demand Side Programme must be curtailed to less than or equal to the specified level by the start time shown in the Dispatch Instruction; and   + the Market Participant is expected to maintain at least this level of curtailment until the start time of the next Dispatch Instruction it receives for the Demand Side Programme; and   + a zero MW quantity means that the consumption of the Demand Side Programme no longer needs to be curtailed from the start time shown in that Dispatch Instruction; and * Dispatch Instructions with non-zero MW quantities will include an estimated end time for the dispatch – the Market Participant will use this estimate to update its DSP Constrained Withdrawal Quantities, but must not end its curtailment except in accordance with a zero MW quantity Dispatch Instruction. |

7.6.11A. For each Dispatch Instruction issued for a Demand Side Programme, BANANAS must record:

(a) details of the Demand Side Programme to which the Dispatch Instruction relates;

(b) the time the Dispatch Instruction was issued;

(c) the Dispatch Interval from which the Dispatch Instruction applies, where this must be the first Dispatch Interval of a Trading Interval;

(d) the MW quantity representing the required Withdrawal restriction, where:

i. a non-zero MW quantity represents a required reduction in the absolute value of Withdrawal from the Relevant Demand for the Demand Side Programme; and

ii. a zero MW quantity indicates that the Demand Side Programme is no longer required to restrict its Withdrawal; and

(e) if a non-zero MW quantity is specified, the estimated Dispatch Interval from which the Dispatch Instruction may no longer apply, where this must be the first Dispatch Interval of a Trading Interval.

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| **Explanatory Note**  Clause 7.6.12 is amended to:   * clarify that BANANAS will not issue Dispatch Instructions to Non-Scheduled Facilities (although it may still issue directions to them where necessary); * explain how Non-Scheduled Facilities will be treated by the Dispatch Algorithm – treating the Facilities as Inflexible means that they will not set prices or be included in any tie-breaking processes; and * describe the key Dispatch Algorithm output that BANANAS must record (and later publish) for Non-Scheduled Facilities. |

7.6.12. BANANAS must not issue Dispatch Instructions to Non-Scheduled Facilities, but must:

(a) use the Real-Time Market Submissions of Non-Scheduled Facilities as input to the Dispatch Algorithm;

(b) treat Non-Scheduled Facilities as Inflexible for the purposes of the Dispatch Algorithm; and

(c) record the Dispatch Forecast determined by the Dispatch Algorithm for each Non-Scheduled Facility for each Dispatch Interval.

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| **Explanatory Note**  Clause 7.6.13 is amended to provide clarity on the obligation for a Demand Side Programme when actively curtailed. The Demand Side Programme consumption must be at or below the required level by the start time of the Dispatch Instruction, and must remain at or below the required level until the start time of the next Dispatch Instruction, which may either be to increase or decrease curtailment, or return to uncurtailed levels. |

7.6.13. Where BANANAS has issued a Dispatch Instruction with a non-zero MW quantity to a Demand Side Programme, the Market Participant must maintain an absolute MW level of Withdrawal from the Demand Side Programme less than or equal to the level required in the Dispatch Instruction from the start of the Dispatch Interval specified under clause 7.6.11A(c) until the start of the Dispatch Interval specified under clause 7.6.11A(c) for the next Dispatch Instruction issued to the Demand Side Programme.

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| **Explanatory Note**  Clause 7.6.13A is amended to provide clarity on when a Demand Side Programme may return to uncurtailed levels. A zero MW Dispatch Instruction indicates that the Demand Side Programme is no longer curtailed. However, as BANANAS must issue the non-zero Dispatch Instruction ahead of time, the Demand Side Programme may not consume above the level specified in the previous non-zero MW Dispatch Instruction until the start time of the zero MW Dispatch Instruction. |

7.6.13A. Where BANANAS has issued a Dispatch Instruction with a zero MW quantity to a Demand Side Programme, the Market Participant may, from the start of the Dispatch Interval specified under clause 7.6.11A(c) for the Dispatch Instruction, increase the absolute MW level of Withdrawal of the Demand Side Programme above the level specified in the previous Dispatch Instruction.

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| **Explanatory Note**  Clause 7.6.14 is amended to:   * include BANANAS’s powers of direction in an Emergency Operating State; and * clarify that the clause applies to Dispatch Instructions issued to Scheduled Facilities and Semi-Scheduled Facilities; and * clarify that the linear profiles are based on estimates of the Registered Facility’s Injection or Withdrawal level at the start of the Dispatch Interval because the Dispatch Algorithm must determine the Dispatch Instructions ahead of the Dispatch Interval. |

7.6.14. Subject to clause 7.10.14, unless the Dispatch Instruction is issued to implement a direction under clauses 3.4.4 or 3.5.5 or section 7.7, BANANAS must determine the ramp rate in a Dispatch Instruction for a Scheduled Facility or Semi-Scheduled Facility using a linear profile between the Registered Facility’s estimated Injection or Withdrawal at the start of the Dispatch Interval and at the end of the Dispatch Interval covered by the Dispatch Instruction.

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| **Explanatory Note**  Clause 7.6.15, which sets out the requirement for BANANAS to respect Standing Data minimum notice periods for Demand Side Programmes, is amended to reflect the proposed changes to the dispatch of Demand Side Programmes and the replacement of Appendix 1. |

7.6.15. BANANAS must issue a Dispatch Instruction to a Demand Side Programme before the Dispatch Interval from which the Dispatch Instruction applies, in accordance with the minimum response time specified for the Facility under Appendix 1(f)(iv).

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| **Explanatory Note**  Clause 7.6.16 is removed because the Dispatch Algorithm will not produce dispatch quantities for Demand Side Programmes. |

7.6.16. [Blank]

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| **Explanatory Note**  Clause 7.6.17 is amended to clarify that because the Dispatch Algorithm is not directly processing Demand Side Programmes, BANANAS must consider the impact of the Dispatch Instructions it issues to Demand Side Programmes (using the information provided by Market Participants in their revised DSP Withdrawal Profile Submissions) and, depending on the quantity and timeframes, may update the Forecast Unscheduled Operational Demand to reflect the impact in the forward Market Schedules where necessary.  The clause has been further amended following the consultation period for Exposure Draft 2 to use the new term Forecast Unscheduled Operational Demand. |

7.6.17. Where BANANAS issues a Dispatch Instruction to a Demand Side Programme, BANANAS must review and if necessary adjust the Forecast Unscheduled Operational Demand for the relevant period to account for any expected changes to the Withdrawal of the Demand Side Programme’s Associated Loads.

7.6.18. BANANAS must document in a WEM Procedure:

(a) the processes BANANAS and Market Participants must follow in issuing, recording, receiving, confirming and responding to Dispatch Instructions; and

(b) the methodology and data requirements for conversion of sent-out figures to as-generated figures where BANANAS agrees to convert sent-out figures to as-generated figures for the purposes of implementing Dispatch Instructions for a Registered Facility.

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| **Explanatory Note**  Clause 7.6.19 is amended to clarify that Market Participants are not always required to confirm the receipt of a Dispatch Instruction, as contemplated under clauses 7.6.6 and 7.6.20 (AGC control of Facilities). |

7.6.19. Where a Market Participant is required to confirm the receipt of a Dispatch Instruction, BANANAS must ensure that the communication methods used for issuing Dispatch Instructions allow the Market Participant to confirm the receipt of the Dispatch Instruction before the start of the Dispatch Interval to which the Dispatch Instruction relates in accordance with clause 7.6.20.

7.6.20. A Market Participant must confirm receipt of a Dispatch Instruction that was not issued by BANANAS electronically via the Automatic Generation Control System for the Registered Facility in accordance with the WEM Procedure referred to in clause 7.6.18.

7.6.21. BANANAS must not issue a Dispatch Instruction for a Dispatch Interval that has already ended.

7.6.22. BANANAS must maintain a record of:

(a) each Dispatch Instruction;

(b) each confirmation of receipt of a Dispatch Instruction, where confirmation is required; and

(c) each notification from a Market Participant under clause 7.6.31,

in a consolidated electronic form which enables the Market Auditor to audit the information, and is sufficient for use in settlement.

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| **Explanatory Note**  Clause 7.6.23 deals with tiebreaking arrangements. As most of the tiebreaking will be undertaken post-processing, BANANAS will be given the ability to override Dispatch Algorithm outputs in certain circumstances without negating the entire process.  The intent of the priority order is to resolve tied offers by:   * ensuring Registered Facilities are able to meet Dispatch Targets; * preferring Registered Facilities that would maintain consistency with dispatch in the previous Dispatch Interval; * preferring DSPs over other types of Registered Facilities to preserve flexible capacity (this is expected to only occur where there is a shortfall – if both are offered at the price cap, we would rather retain the flexibility of the other facility (e.g. a battery discharging) than the inflexible DSP); * preferring DSPs that do not share an Associated Load with an Interruptible Load over DSPs that do; and * ensuring dispatch would be shared between tied offers. For example, if 10MW was required and the Generator A tied offer tranche is for 20MW, Generator B tied offer tranche is for 30MW, the pro-rata loading would be 4MW for Generator A and 6MW for Generator B.   Clause 7.6.23 is amended to reflect the removal of Demand Side Programmes from the Dispatch Algorithm. Note that the requirement in clause 7.6.23(d) has been relocated to clause 7.6.5B(b)(iii).  Clause 7.6.23 has been further amended to remove clause 7.6.23(b). BANANAS has advised that this requirement adds complexity to the tie-break mechanism and would increase project costs. BANANAS has built the tie-break mechanism to mirror the NEM implementation, which does not consider clause 7.6.23(b). |

Tiebreaking

7.6.23. Where the Dispatch Algorithm determines a Degenerate Solution, BANANAS may issue Dispatch Instructions that override the output of the Dispatch Algorithm to the extent required to adjust the Dispatch Target of one or more Registered Facilities with tied Price-Quantity-Pairs, and in doing so must seek to, in the following priority order:

(a) ensure that Dispatch Targets can be met by Registered Facilities; and

(b) ensure pro-rata loading of tied Price-Quantity Pairs.

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| **Explanatory Note**  Clauses 7.6.24 and 7.6.25 allow BANANAS to include Constraint Equations in the Dispatch Algorithm that seek to avoid large changes in dispatch (for both energy and ESS) for a small benefit. BANANAS will be required to publish the impacts of these as for other binding constraints as part of the Congestion Information Resource. The intention is that the Constraint Violation Penalty for these constraints should be set higher than tiebreaking constraints, lower than all other constraints, and low enough to avoid noticeable impact on market prices.  The reference to historic costs in clause 7.6.26 is to provide a clear review scope. |

7.6.24. BANANAS may include Oscillation Control Constraint Equations in the Dispatch Algorithm to reduce the occurrence of:

(a) Degenerate Solutions that result in inconsistent Dispatch Targets between Dispatch Intervals; and

(b) significant changes in Essential System Services Enablement Quantities between Dispatch Intervals.

7.6.25. Where BANANAS includes Oscillation Control Constraint Equations in the Dispatch Algorithm in accordance with clause 7.6.24, BANANAS must ensure that:

(a) the Dispatch Algorithm firstly takes into account all Constraint Equations other than Constraint Equations used to avoid Degenerate Solutions;

(b) the Dispatch Algorithm violates an Oscillation Control Constraint Equation only in order to take into account other Constraints (according to the formulation specified under clauses 7.2.4(e) and 7.2.4(f)); and

(c) the Constraint Relaxation process in clause 7.2.6 is applied when the Dispatch Algorithm determines that it is necessary to violate an Oscillation Control Constraint Equation.

7.6.26. When setting the parameters of Oscillation Control Constraint Equations, which determine the extent to which Oscillation Control Constraint Equations will bind, BANANAS must consider the historic cost of binding Oscillation Control Constraint Equations as published in the Congestion Information Resource and the benefits to Power System Security and Power System Reliability of those Oscillation Control Constraint Equations.

7.6.27. BANANAS must document in a WEM Procedure:

(a) the process to be followed by BANANAS when issuing Dispatch Instructions that override the output of the Dispatch Algorithm for Dispatch Intervals where the Dispatch Algorithm determines a Degenerate Solution pursuant to clause 7.6.23; and

(b) situations that are deemed to be significant for the purposes of clause 7.6.24(b).

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| **Explanatory Note**  Clauses 7.6.28 to 7.6.30 replace section 7.8 of the current WEM Rules, but retain existing arrangements allowing BANANAS to control Registered Facilities.  Clause 7.6.28 is further amended to ensure that BANANAS can dispatch a Facility for energy or other equipment (e.g. a synchronous condenser) for ESS through AGC if agreed.  The Tranche 5 Amendments ‘insertion’ of clause 7.6.28 will not commence because the clause will have been created by the Tranches 2 and 3 Amendments. The Tranche 6 Amendments will replace the clause as intended in the Tranche 5 Amendments, with one additional change – clause 7.6.28(b) is extended to allow BANANAS to limit the Withdrawal of Semi-Scheduled Facilities as well as their Injection, because a Dispatch Instruction to a Semi-Scheduled Facility could contain a Dispatch Cap for either Injection or Withdrawal. |

BANANAS Control of Registered Facilities

7.6.28. BANANAS may, where required for a Registered Facility or equipment to participate in the Central Dispatch Process, or to provide an Essential System Service, or otherwise by agreement with a Market Participant, control specified operations of a Registered Facility or equipment, including:

(a) the starting, loading and stopping of one or more of the Market Participant’s Scheduled Facilities; and

(b) limiting the Injection or Withdrawal of one or more of the Market Participant’s Semi‑Scheduled Facilities.

7.6.29. The operational control of a Registered Facility by BANANAS pursuant to an agreement referred to in clause 7.6.28:

(a) does not remove BANANAS’s obligation to record Dispatch Instructions for those Registered Facilities; and

(b) does not affect or modify a Market Participant’s rights and obligations in respect of a Registered Facility under these WEM Rules. To avoid doubt, notwithstanding BANANAS’s operational control, a Market Participant must comply with the obligations in section 7.10.

7.6.30. Where BANANAS maintains operational control over a Registered Facility, BANANAS must operate the Registered Facility in compliance with Dispatch Instructions recorded for the Registered Facility.

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| **Explanatory Note**  Clauses 7.6.31 and 7.6.32 provide a head of power for respecting Registered Facility dispatch inflexibilities.  Information about dispatch inflexibilities needs to be able to be verified. This verification could be done by either BANANAS or the ERA. Which entity is better placed to perform such verifications is being considered further, and that may result in further amendments to clauses 7.6.31 and 7.6.33. |

Dispatch Inflexibilities

7.6.31. Where a Market Participant reasonably expects that its Registered Facility will be unable to comply with a Dispatch Instruction for the Registered Facility in a future Dispatch Interval, the Market Participant must immediately:

(a) amend its Real-Time Market Submission for the Registered Facility by specifying:

i. the Registered Facility is Inflexible in the relevant Dispatch Interval; and

ii. a single offer tranche which specifies the fixed level of Injection, Withdrawal, or Frequency Co-optimised Essential System Service enablement, at which the Registered Facility must be operated in the Dispatch Interval;

(b) provide BANANAS with a reason why the Registered Facility is Inflexible which must be able to be independently verified; and

(c) if required, submit any Outages for the Registered Facility in accordance with section 3.21.

7.6.32. BANANAS must use reasonable endeavours to issue Dispatch Instructions consistent with:

(a) a Real-Time Market Submission that specifies a Registered Facility as Inflexible; and

(b) a Registered Facility’s Dispatch Inflexibility Profile.

7.6.33. BANANAS must document in a WEM Procedure the forms of independent verification to be used to support a reason given under clause 7.6.31(b).

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| **Explanatory Note**  Clauses 7.7.1 to 7.7.13 are intended to tie Operating-State-based intervention to the dispatch process. |

7.7. Scarcity and Intervention

7.7.1. BANANAS may direct a Market Participant to vary the reactive power output of a Registered Facility in accordance with Chapter 3A.

7.7.2. Where BANANAS has entered into a Supplementary Capacity Contract, BANANAS may direct the relevant resource to provide an Eligible Service in accordance with the terms of the Supplementary Capacity Contract.

7.7.2A. In the event of a system shutdown or major supply disruption, BANANAS may dispatch System Restart Service Providers to provide System Restart Services, and must dispatch facilities in accordance with the System Restart Plan and Local Black Start Procedures.

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| **Explanatory Note**  Clause 7.7.3 is amended to clarify the obligation on Market Participants and allow BANANAS to specify an ESS quantity that is less than the relevant maximum accredited quantity. |

7.7.3. Where BANANAS has issued a Low Reserve Condition Declaration relating to an actual or projected shortfall in Essential System Services, BANANAS may direct a Market Participant to make a Real-Time Market Submission for a Registered Facility that has been accredited to provide an Essential System Service in accordance with section 2.34A, that requires a quantity specified by BANANAS of Essential System Service to be offered up to the maximum accredited quantity, or the lowest Remaining Available Capacity under any Outage, applying to the Registered Facility for that Frequency Co-optimised Essential System Service in any of the Dispatch Intervals covered by the Low Reserve Condition Declaration.

7.7.4. Where BANANAS has issued a Low Reserve Condition Declaration relating to an actual or projected shortfall in energy and the Short Term PASA, Medium Term PASA or the Reference Scenario for the Pre-Dispatch Schedule projects that a Registered Facility will be needed to provide energy, BANANAS may, as applicable:

(a) where the projected energy shortfall will occur within four weeks of the date of the notice:

i. reject one or more Planned Outages for the Registered Facility; or

ii. issue an Outage Recall Direction to the Registered Facility; or

(b) where the projected energy shortfall will occur within one week of the date of the notice, direct the relevant Market Participant to make a Real-Time Market Submission for a Registered Facility offering its full Reserve Capacity Obligation Quantity as In-Service Capacity.

7.7.5. Where BANANAS has issued a Low Reserve Condition Declaration and the Short Term PASA or the Reference Scenario for the Pre-Dispatch Schedule projects that a Registered Facility will be needed to provide an Essential System Service, BANANAS may direct a Market Participant to synchronise the Registered Facility to provide the Essential System Service.

7.7.6. Following a Contingency Event that results in a SWIS Frequency outside the Normal Operating Frequency Excursion Band, BANANAS may adjust Essential System Service requirements to allow for an orderly transition back to full Essential System Service Enablement Quantities.

7.7.7. Following a Contingency Event that results in a SWIS Frequency outside the Normal Operating Frequency Excursion Band, if BANANAS reasonably determines that the Dispatch Algorithm is not appropriately scheduling Registered Facilities for Essential System Services, BANANAS may reduce the quantity of one or more Frequency Co-optimised Essential System Service requirement, including to zero, to reflect the activation of enabled Registered Facilities.

7.7.8. Where BANANAS issues a direction to a Market Participant in accordance with this section 7.7 or under clauses 3.4.4, 3.4.5 or 3.5.5, BANANAS must, as soon as practicable, input appropriate Constraint Equations in the Dispatch Algorithm to ensure that the Dispatch Algorithm generates Dispatch Targets that will allow the Registered Facility to comply with those directions.

7.7.9. A Dispatch Instruction issued by BANANAS as a result of a direction issued by BANANAS in accordance with this section 7.7 or under clauses 3.4.4, 3.4.5 or 3.5.5, must be consistent with the Registered Facility's data held by BANANAS, including Standing Data, at the time the Dispatch Instruction is determined.

7.7.10. Where BANANAS directs a Market Participant to vary the operation of a Registered Facility in a way that is not fully set out in a Dispatch Instruction, BANANAS must record:

(a) the date, time, and duration of the direction;

(b) the name of the Registered Facility;

(c) the nature of the direction (for example, commitment, fuel choice, reactive power output); and

(d) the reason for the direction.

7.7.11. Subject to clause 7.7.12, Market Participants must comply with directions given by BANANAS in accordance with this section 7.7.

7.7.12. A Market Participant is not required to comply with a direction referred to in clause 7.7.11 if it would endanger the safety of any person, damage equipment, or breach any applicable law.

7.7.13. Where a Market Participant cannot, in accordance with clause 7.7.12, comply with a direction from BANANAS under this section 7.7, the Market Participant must notify BANANAS as soon as possible and provide the reasons why it cannot comply, which must be one or more of the reasons specified in clause 7.7.12.

7.7.14. BANANAS must document in a WEM Procedure the process it will use to determine which Registered Facility to direct under clauses 7.7.3, 7.7.4 or 7.7.5.

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| **Explanatory Note**  Section 7.8 sets out the requirements for Market Schedules to be determined and published by BANANAS.  Several clauses in section 7.8 have been amended to clarify that Market Schedules are both “made available to Market Participants” (through APIs, etc) and published on the WEM Website. |

7.8. Market Schedules

7.8.1. BANANAS must determine, make available to Market Participants and publish on the WEM Website the following Market Schedules in accordance with the Real-Time Market Timetable:

(a) Week-Ahead Schedules;

(b) Pre-Dispatch Schedules; and

(c) Dispatch Schedules.

7.8.2. BANANAS must use processes that are consistent with the principles in section 7.11A in determining Market Schedules.

7.8.3. BANANAS must determine Market Schedules comprising multiple Scenarios.

7.8.4. Where BANANAS determines a Market Schedule comprising multiple Scenarios, BANANAS must designate a Reference Scenario for each Market Schedule.

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| **Explanatory Note**  Clause 7.8.5 set sets out what a Reference Scenario represents and what it must include.  Although the Reference Scenario represents the mid-point of the range of expected outcomes, BANANAS may consider the rest of the range in operating the power system. Where BANANAS needs to take action based on wider projections, BANANAS will issue a Low Reserve Condition Declaration. |

7.8.5. A Reference Scenario for a Dispatch Schedule must:

(a) represent BANANAS’s best estimate of future dispatch and market outcomes;

(b) take into account:

i. Enablement Minimums;

ii. Low Breakpoints;

iii. High Breakpoints;

iv. Enablement Maximums;

v. whether each Facility is Inflexible; and

vi. Planned Outages and Forced Outages; and

(c) exclude any Available Capacity in Real-Time Market Submissions where the Start Decision Cutoff for the Registered Facility has passed.

7.8.5A. A Reference Scenario for a Pre-Dispatch Schedule or Week-Ahead Schedule must:

(a) represent BANANAS’s best estimate of future dispatch and market outcomes; and

(b) exclude any Available Capacity in Real-Time Market Submissions where the Start Decision Cutoff for the Registered Facility has passed.

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| **Explanatory Note**  Clause 7.8.6 is intended to provide guidance on a minimum required set of Scenarios, and to provide flexibility for BANANAS to define the details of the Scenario, and to add other Scenarios.  Clause 7.8.6(b) is amended to replace ‘In Service Capacity’ with ‘In-Service Capacity’.  Following the consultation period for Exposure Draft 2, clauses 7.8.6(a) and 7.8.6(c) have been deleted. BANANAS has advised that the outcomes of the scenarios listed under clause 7.8.6(a) and 7.8.6(c) are not useful and would increase IT development and storage costs and administrative burden for no real benefit to the market. The sub-clauses have been renumbered accordingly. |

7.8.6. In determining Week-Ahead Schedules and Pre-Dispatch Schedules, BANANAS must include Scenarios that:

(a) include In-Service Capacity in Real-Time Market Submissions, and exclude Available Capacity in Real-Time Market Submissions;

(b) use a higher load forecast than the Reference Scenario; and

(c) use a lower load forecast than the Reference Scenario.

7.8.7. All of the inputs for each Market Schedule must be recorded by BANANAS in a form which will enable a third party, including the Market Auditor, to audit each Market Schedule.

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| **Explanatory Note**  Clause 7.8.8 is amended to extend the scope of the clause to DSP Schedules. |

7.8.8. BANANAS may determine and make available to Market Participants any Market Schedule or DSP Schedule more frequently than specified in clauses 7.1.3(a)(iii) to 7.1.3(a)(vii).

7.8.9. BANANAS must document in a WEM Procedure the processes for determining Market Schedules, including:

(a) the number and types of Scenarios;

(b) the principles, methodologies and calculations used to determine:

i. input data for each Market Schedule; and

ii. input data for each Scenario; and

(c) how BANANAS will apply clause 7.5.9 to each Market Schedule, including:

i. for each type of Market Schedule; and

ii. Dispatch Intervals or Pre-Dispatch Intervals within each Market Schedule.

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| **Explanatory Note**  New section 7.8A defines the requirements for the publication of information relating to potential and expected dispatch capability of Demand Side Programmes. The structure and timing of the two proposed DSP Schedules (the DSP Pre-Dispatch Schedule and DSP Week-Ahead Schedule) mirrors the corresponding Pre-Dispatch Schedule and Week-Ahead Schedule, except that information is provided for each Dispatch Interval (not Trading Interval) in the relevant period.  The schedules include two new values determined by BANANAS for each Demand Side Programme for each Dispatch Interval:   * DSP Forecast Capacity, which is the forecast total available reduction in MW of a Demand Side Programme, taking into the Facility’s Relevant Demand, RCOQ and Minimum Consumption (as estimated by BANANAS at the time); and * DSP Forecast Reduction, which is the expected reduction in MW of a Demand Side Programme based on its submitted DSP Unconstrained Withdrawal Quantities and DSP Constrained Withdrawal Quantities. |

7.8A. DSP Schedules

7.8A.1. A DSP Pre-Dispatch Schedule or DSP Week-Ahead Schedule is a schedule that includes, for each Demand Side Programme, for each Dispatch Interval in the Pre‑Dispatch Schedule Horizon or Week-Ahead Schedule Horizon (as applicable):

(a) the DSP Unconstrained Withdrawal Quantity and DSP Constrained Withdrawal Quantity provided by the Market Participant in its DSP Withdrawal Profile Submission;

(b) BANANAS’s reasonable estimate based on the information available to BANANAS of:

i. the Demand Side Programme’s Relevant Demand in the applicable Trading Interval;

ii. the sum of the Minimum Consumption of each Associated Load of the Demand Side Programme in the applicable Trading Interval; and

iii. the Reserve Capacity Obligation Quantity of the Demand Side Programme in the Dispatch Interval;

(c) the DSP Forecast Capacity, determined by BANANAS in accordance with clause 7.8A.3; and

(d) the DSP Forecast Reduction, determined by BANANAS in accordance with clause 7.8A.4.

7.8A.2. BANANAS must determine, make available to Market Participants and publish on the WEM Website the following DSP Schedules in accordance with the Real-Time Market Timetable:

(a) DSP Week-Ahead Schedules; and

(b) DSP Pre-Dispatch Schedules.

7.8A.3. The DSP Forecast Capacity for a Demand Side Programme in a Dispatch Interval is:

DSPForecastCapacity = max(0, DSPUWQ – max(MinLoad, RD – RCOQ))

where:

DSPUWQ is the Unconstrained Withdrawal Quantity provided by the Market Participant in its DSP Withdrawal Profile Submission for the Demand Side Programme and Dispatch Interval;

MinLoad is BANANAS’s reasonable estimate, based on the information available to it, of the sum of Minimum Consumption of each Associated Load of the Demand Side Programme in the applicable Trading Interval;

RD is BANANAS’s reasonable estimate, based on the information available to it, of the Relevant Demand of the Demand Side Programme in the applicable Trading Interval; and

RCOQ is BANANAS’s reasonable estimate, based on the information available to it, of the Reserve Capacity Obligation Quantity of the Demand Side Programme in the Dispatch Interval.

7.8A.4. The DSP Forecast Reduction for a Demand Side Programme in a Dispatch Interval is:

DSPForecastReduction = DSPUWQ – DSPCWQ

where:

DSPUWQ is the Unconstrained Withdrawal Quantity provided by the Market Participant in its DSP Withdrawal Profile Submission for the Demand Side Programme and Dispatch Interval; and

DSPCWQ is the Constrained Withdrawal Quantity provided by the Market Participant in its DSP Withdrawal Profile Submission for the Demand Side Programme and Dispatch Interval.

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| **Explanatory Note**  Replacement section 7.9 combines the current commitment rules with new fully-co-optimised SCED market design. |

7.9. Commitment

7.9.1. Where a Real-Time Market Submission for a Registered Facility does not specify a Dispatch Inflexibility Profile, the Registered Facility must commence the process of starting and synchronising without instruction or direction from BANANAS to be eligible for dispatch in a Dispatch Interval covered by the Real-Time Market Submission.

7.9.2. If a Market Participant intends to synchronise a Registered Facility, or any part of it, for which it has not specified a Dispatch Inflexibility Profile, then it must notify BANANAS of the expected time of synchronisation by designating the Registered Facility’s capacity as In-Service Capacity in the Real-Time Market Submission for the Registered Facility.

7.9.3. If a Market Participant intends to desynchronise a Registered Facility, or any part of it, for which it has not specified a Dispatch Inflexibility Profile, the Market Participant must notify BANANAS of the expected time of desynchronisation by updating the Real-Time Market Submission for the Registered Facility to reflect the Registered Facility’s Available Capacity and In-Service Capacity.

7.9.4. If a Market Participant intends to synchronise or desynchronise an unregistered Energy Producing System serving an Intermittent Load, the Market Participant to which the Intermittent Load is registered must notify BANANAS of the expected time of synchronisation or desynchronisation of the unregistered Energy Producing System.

7.9.5. Clauses 7.9.2 and 7.9.3 do not apply where:

(a) BANANAS issues a Dispatch Instruction to the Registered Facility that requires synchronisation or desynchronisation within one hour of the time the Dispatch Instruction is issued; or

(b) BANANAS has directed the Registered Facility to synchronise or desynchronise under clause 3.5.5 or section 7.7.

7.9.6. BANANAS may request a Market Participant provide further notification to BANANAS immediately before synchronising or desynchronising a Registered Facility, or any part of it. A Market Participant must comply with a request under this clause 7.9.6.

7.9.7. BANANAS may direct a Market Participant to not synchronise or desynchronise the Registered Facility, or any part of it, as applicable, if:

(a) BANANAS reasonably considers that the synchronisation or desynchronisation of a Registered Facility, or any part of it, is required to enable BANANAS to maintain Power System Security and Power System Reliability in accordance with Chapter 3;

(b) the synchronisation or desynchronisation of the Registered Facility, or any part of it, is not in accordance with the relevant Dispatch Instruction;

(c) BANANAS reasonably considers that it would be unable to operate the Central Dispatch Process or utilise the Dispatch Algorithm in accordance with section 7.2 if synchronisation or desynchronisation were to occur; or

(d) in the case of a Registered Facility undergoing a Reserve Capacity Test or a Commissioning Test, the synchronisation or desynchronisation is not in accordance with the Reserve Capacity Test or Commissioning Test Plan, as applicable, for the Registered Facility approved by BANANAS under section 3.21A.

7.9.8. A Market Participant must comply with a direction by BANANAS in accordance with clause 7.9.7 unless complying with the direction would endanger the safety of any person, damage equipment, or breach any applicable law.

7.9.9. Where a Market Participant cannot comply with a direction from BANANAS under clause 7.9.7, in accordance with clause 7.9.8, the Market Participant must notify BANANAS as soon as possible and provide the reasons why it cannot comply, which must be one or more of the reasons specified in clause 7.9.8.

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| **Explanatory Note**  Clause 7.9.10 is deleted because section 3.21B has been deleted and a Market Participant will not need to seek explicit permission from BANANAS to decommit its Registered Facility. |

7.9.10. [Blank]

7.9.11. A Market Participant for an Interruptible Load which was activated in response to a Contingency Event must:

(a) obtain approval from BANANAS prior to initiating the Restoration Profile for the Interruptible Load; and

(b) notify BANANAS if the Restoration Profile for the Interruptible Load is not the same as the Restoration Profile in the Standing Data for the Interruptible Load.

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| **Explanatory Note**  Section 7.10 sets out the obligations regarding Market Participants’ compliance with Dispatch Instructions.  The obligations of BANANAS and the ERA in relation to Market Participants’ compliance (from clause 7.10.4) are dealt with in the Monitoring and Compliance WEM Rules.  The dispatch compliance obligations for Demand Side Programmes have been moved to new clause 7.10.1A.  Clause 7.10.1 is also amended to remove the words “sent out” because the relevant quantities are all “sent out” quantities (e.g. the as-generated equivalent of a Dispatch Target is not the Dispatch Target).  The clause has also been restructured to remove any potential ambiguity around the meaning of “the Dispatch Target or Dispatch Cap, Essential System Service Enablement Quantities and Ramp Rate”. |

Dispatch Compliance

7.10. Compliance with Dispatch Instructions

7.10.1. A Market Participant must comply with the following in the most recently issued Dispatch Instruction applicable to its Scheduled Facility, Semi-Scheduled Facility or Interruptible Load for the Dispatch Interval:

(a) the Dispatch Target or Dispatch Cap as applicable;

(b) Essential System Service Enablement Quantities; and

(c) Ramp Rate.

7.10.1A. A Market Participant must comply with the most recently issued Dispatch Instruction applicable to its Demand Side Programme in a Dispatch Interval.

7.10.2. A Market Participant is not required to comply with clause 7.10.1 if:

(a) such compliance would endanger the safety of any person, damage equipment or breach any applicable law;

(b) the actual Injection or Withdrawal of the Registered Facility does not, at any time the Dispatch Instruction applies:

i. vary, by more than the applicable Tolerance Range or Facility Tolerance Range, from a linear profile between the Injection or Withdrawal of the Facility at the start of the Dispatch Interval and the Dispatch Target at:

1. the time at which the Dispatch Target would be reached by ramping at the ramp rate specified in the Dispatch Instruction; or

2. if no ramp rate is specified in the Dispatch Instruction, the end of the Dispatch Interval;

ii. exceed by more than the applicable Tolerance Range or Facility Tolerance Range a linear profile between the Injection or Withdrawal of the Facility at the start of the Dispatch Interval and the Dispatch Cap at:

1. the time at which the Dispatch Cap would be reached by ramping at the ramp rate specified in the Dispatch Instruction; or

2. if no ramp rate is specified in the Dispatch Instruction, the end of the Dispatch Interval;

(c) both of the following apply:

i. the Market Participant notifies BANANAS, in accordance with clause 3.21.2(a), that its Registered Facility has been affected by or will be affected by a Forced Outage; and

ii. the quantity of the relevant Remaining Available Capacity for the Forced Outage notified is consistent with the extent to which the Market Participant did not comply with the most recently issued Dispatch Instruction applicable to its Registered Facility for the Dispatch Interval;

(d) the Registered Facility has been granted permission under clause 7.10.14 to ramp at a fixed rate, complies with the Dispatch Target or Dispatch Cap, as relevant, and ramps at the ramp rate specified in the Real-Time Market Submission for the Registered Facility;

(e) BANANAS was unable to issue Dispatch Instructions to a Fast Start Facility in accordance with clause 7.6.32(b), and that Facility is responding according to its Dispatch Inflexibility Profile; or

(f) the Market Participant was conducting a Commissioning Test on a Facility as part of an approved Commissioning Test Plan, and was unable to comply with clause 7.10.1 in a Dispatch Interval due to a failure of the Facility’s equipment.

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| **Explanatory Note**  Clause 7.10.2A performs the same function in respect of clause 7.10.1A for Demand Side Programmes as clause 7.10.2 performs for in respect of clause 7.10.1. |

7.10.2A. A Market Participant is not required to comply with clause 7.10.1A if such compliance would endanger the safety of any person, damage equipment or breach any applicable law.

7.10.3. Notwithstanding clause 7.10.2(b), a Market Participant must not consistently operate its Registered Facility at the extremes of the Tolerance Range or Facility Tolerance Range applicable to the Registered Facility.

7.10.4. Where a Semi-Scheduled Facility contains an Electric Storage Resource, a Market Participant must not operate the Electric Storage Resource to increase the deviation of the Semi-Scheduled Facility’s Injection or Withdrawal from the Semi-Scheduled Facility’s Dispatch Forecast, unless the deviation is:

(a) instructed as part of the delivery of one or more Essential System Services; or

(b) to provide a required response as part of the Facility’s Registered Generator Performance Standard.

7.10.5. BANANAS must document in a WEM Procedure the method for calculating an Electric Storage Resource’s contribution to the relevant Semi-Scheduled Facility’s deviation from its Dispatch Forecast for the purposes of clause 7.10.4.

7.10.6. Where a Market Participant can control the Injection or Withdrawal of a Semi-Scheduled Facility, it must not exercise that control so as to increase the deviation of the Semi-Scheduled Facility’s Injection or Withdrawal from the Semi-Scheduled Facility’s Dispatch Forecast, unless this deviation is:

(a) instructed as part of the delivery of one or more Essential System Services; or

(b) to provide a required response as part of the Facility’s Registered Generator Performance Standard.

7.10.7. Where a Market Participant becomes aware that it cannot comply or fully comply with a Dispatch Instruction, and that non-compliance is not covered under clause 7.10.2(b) through 7.10.2(e), it must notify BANANAS as soon as practicable.

7.10.8. Where a Market Participant has notified BANANAS under clause 7.10.7 that it cannot comply or fully comply with a Dispatch Instruction the Market Participant must provide BANANAS with the reason it cannot comply or cannot fully comply with the Dispatch Instruction.

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| **Explanatory Note**  Clause 7.10.9 deals with two different situations:   * where a participant has a one-off notification under 7.10.7 (cannot comply due to safety / damage); and * where a participant has repeated non-compliance.   In both cases, it is important that the Market Participant updates its Real-Time Market Submission, and that BANANAS has the power to adjust inputs if necessary. |

7.10.9. Where a Market Participant notifies BANANAS under clause 7.10.7 that it cannot comply or fully comply with a Dispatch Instruction, or BANANAS observes repeated non-compliance by the Market Participant in accordance with the WEM Procedure referred to in clause 2.15.4:

(a) BANANAS may adjust inputs to the Dispatch Algorithm to accurately reflect the capability of the relevant Registered Facility; and

(b) the Market Participant must immediately after notifying BANANAS under clause 7.10.7 update its Real-Time Market Submissions to accurately reflect the capability of its Registered Facility.

7.10.10. The Economic Regulation Authority may, at any time, request a Market Participant to provide further information in respect of the reasons that it could not comply or fully comply with a Dispatch Instruction, including further information to clarify any reason provided under clause 7.10.8.

7.10.11. A Market Participant must respond to any request from the Economic Regulation Authority under clause 7.10.10 by the time specified in the request.

7.10.12. Where a Registered Facility is only capable of ramping at a fixed rate, the Market Participant for the Registered Facility may apply to BANANAS for permission to ramp at a fixed rate in response to Dispatch Instructions.

7.10.13. A Market Participant must provide evidence in support of an application made under clause 7.10.12, including any information specified in the WEM Procedure referred to in clause 7.10.21.

7.10.14. Where BANANAS receives an application under clause 7.10.12 and is satisfied that the relevant Registered Facility is only able to ramp at a fixed rate, BANANAS must permit the Registered Facility to ramp at a fixed rate in response to Dispatch Instructions.

7.10.15. BANANAS must notify a Market Participant and the Economic Regulation Authority, in writing, of its decision under clause 7.10.14 to grant permission or not and provide written reasons for its decision.

7.10.16. A Market Participant that has been granted permission in accordance with clause 7.10.14 must immediately notify BANANAS if any works to the Registered Facility that is the subject of the permission results in the Facility being capable of ramping with a linear profile to the end of a Dispatch Interval to meet Dispatch Instructions.

7.10.17. In response to a notification under clause 7.10.16, BANANAS may, by notice in writing to the Market Participant and the Economic Regulation Authority, revoke permission granted by it under clause 7.10.14.

7.10.18. A Facility accredited to provide Contingency Reserve must be capable of responding according to its accredited capability (including Facility Speed Factor), and sustain the required response for a period of at least 15 minutes following any Contingency Event.

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| **Explanatory Note**  Clause 7.10.19 is amended to use the defined term Automatic Generation Control System and clarify that commands from BANANAS’s Automatic Generation Control System are not to be confused with Dispatch Instructions. |

7.10.19. Where a Market Participant receives a Dispatch Instruction to enable a Facility to provide a quantity of Regulation Raise or Regulation Lower in a Dispatch Interval, the Market Participant must ensure that the Facility (subject to the Facility’s maximum ramp rates in relation to the provision of the relevant Essential System Service) is able to provide the full enabled MW quantity of response at any time during the Dispatch Interval, according and subject to commands from BANANAS’s Automatic Generation Control System.

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| **Explanatory Note:**  Clause 7.10.20 is amended so that Maximum Contingency Reserve Block Size is not limited to Contingency Reserve Raise. The definition of Maximum Contingency Reserve Block size in the Glossary is also amended accordingly. |

7.10.20. A Registered Facility that has been accredited in accordance with section 2.34A to provide Contingency Reserve Raise subject to a Maximum Contingency Reserve Block Size may respond to a Contingency Event using the whole quantity of all cleared or partially cleared Contingency Reserve Raise Price-Quantity Pairs.

7.10.21. BANANAS must document in a WEM Procedure:

(a) the processes to be followed by BANANAS when it observes repeated non-compliance by a Market Participant in accordance with the WEM Procedure referred to in clause 2.15.4;

(b) the processes to be followed by a Market Participant making an application under clause 7.10.12 or notifying BANANAS under clause 7.10.16;

(c) the information to be provided by a Market Participant in support of an application under clause 7.10.12;

(d) the processes to be followed by BANANAS in determining whether or not to grant permission under clause 7.10.14 or to revoke permission under clause 7.10.17; and

(e) the timeline for assessing an application under clause 7.10.12 and notifying a Market Participant of its decision in accordance with clause 7.10.15, which must not exceed 10 Business Days from the date BANANAS receives the application.

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| **Explanatory Note**  This section brings together sections 6.19 (Market Advisories) and 7.11 (Dispatch Advisories) in the current WEM Rules.  The WEM Rules still reflect the arrangements when the IMO and System Management each had a head of power to issue notices to the market. Now that BANANAS carries out both functions, the current Dispatch Advisories and Market Advisories frameworks will be merged into a new Market Advisory notice.  The new Market Advisory notice will not contain the same level of information as the current notices as a lot of information will be visible in the Pre-Dispatch Schedule. The intent is for as much information as possible to be provided via the standard market operation processes, with Market Advisories being used for exceptions. |

Market Advisories

7.11. Market Advisories

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| **Explanatory Note**  Clause 7.11.1 has been supplemented to require BANANAS to publish Market Advisories on the WEM Website, replacing clause 10.5.1(k). |

7.11.1. A Market Advisory is a notification published by BANANAS on the WEM Website that there has been, or is likely to be, an event that BANANAS reasonably considers may impact Power System Security, Power System Reliability or the operation of the Central Dispatch Process, the Real-Time Market, the Short Term Energy Market or the Reserve Capacity Mechanism.

7.11.2. BANANAS must issue a Market Advisory for future potential events if it considers there to be a high probability that the event will occur unless the event has already been signalled in a Pre-Dispatch Schedule.

7.11.3. Market Advisories must be released as soon as practicable after BANANAS becomes aware of a situation requiring the release of a Market Advisory and BANANAS must update the Market Advisory as soon as possible after new, relevant information becomes available to it.

7.11.3A. Where BANANAS must respond to an unexpected and sudden event, BANANAS may issue a Market Advisory after the event has occurred.

7.11.4. BANANAS must withdraw a Market Advisory and inform notify Market Participants, Network Operators and the Economic Regulation Authority of the withdrawal of a Market Advisory as soon as practicable once the situation that the Market Advisory relates to has finished.

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| **Explanatory Note**  Clauses 7.11.5 to 7.11.6B describe when BANANAS will be required to issue a Market Advisory. |

7.11.5. BANANAS must release a Market Advisory in the event of, or in anticipation of, any circumstance which would, in BANANAS’s reasonable opinion, significantly threaten Power System Security or Power System Reliability, including but not limited to, the following circumstances:

(a) the SWIS is in, or is expected to be in, an Emergency Operating State;

(b) the SWIS is unable to be, or is expected that it cannot be, operated in accordance with the Power System Security Principles;

(c) System Restart Service is, or is expected to be, enabled for purposes other than a test;

(d) BANANAS is unable to maintain the SWIS in a Reliable Operating State;

(e) the whole or any part of the WEM Rules, including, without limitation, in respect to the operation of the Real-Time Market, have been, or are expected to be, suspended in accordance with clause 2.44.1;

(f) fuel supply on a Trading Day is at risk, or is significantly more restricted than usual;

(g) involuntary load shedding is occurring or is expected to occur that BANANAS reasonably considers may impact Power System Security, Power System Reliability or the operation of Central Dispatch Process;

(gA) BANANAS reasonably considers that the dispatch of Demand Side Programmes may occur for a Trading Day as a result of a potential energy shortfall identified in accordance with the WEM Procedure referred to in clause 7.6.5C;

(h) significant degradation or failure of BANANAS market or control systems required for the normal conduct of the operation of the Real-Time Market and the Central Dispatch Process;

(i) an BANANAS Intervention Event has occurred, or is expected to occur; and

(j) a significant Contingency Event has occurred, as detailed in the WEM Procedure referred to in clause 7.11.8,

unless the situation has already been signalled through a Low Reserve Condition Declaration, Pre-Dispatch Schedule, or in the information published under section 3.22, as applicable.

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| **Explanatory Note**  Clause 7.11.6 sets out the information BANANAS is required to include in a Market Advisory.  Clause 7.11.6 is further amended to add clause 7.11.6(cA), which specifies the information BANANAS must include in a Market Advisory relating to potential Demand Side Programme dispatch. |

7.11.6. Subject to clause 7.11.6B, a Market Advisory must contain the following information:

(a) the date and time that the Market Advisory is released;

(b) the time period for which the Market Advisory is expected to apply;

(c) details of the situation that the Market Advisory relates to, including the location, extent and seriousness of the situation where BANANAS is able to reasonably estimate this information at the time the Market Advisory is issued;

(cA) where the Market Advisory relates to the circumstances described in clause 7.11.5(gA), BANANAS’s estimate of:

i. which Demand Side Programmes may be dispatched; and

ii. the period during which the Withdrawal of the Demand Side Programmes may potentially be curtailed;

(d) any actions BANANAS plans to take in response to the situation, including whether BANANAS’s actions constitute an BANANAS Intervention Event;

(e) the latest time at which BANANAS would need to intervene through an BANANAS Intervention Event should the response from Market Participants not be such as to obviate the need for the BANANAS Intervention Event;

(f) where relevant, a description of the actions BANANAS has taken or is taking in response to the situation; and

(g) where BANANAS has developed the WEM Procedure referred to in clause 7.11.8, whether that WEM Procedure applies to the situation.

7.11.6A. BANANAS must issue an updated Market Advisory containing the information in clause 7.11.6(c) as soon as practicable where BANANAS revises an estimate of the information or after BANANAS is able to reasonably determine the information.

7.11.6B. If any information that would otherwise be released under clauses 7.11.6(c), 7.11.6(d) or 7.11.6(e) is confidential or has a confidentiality status that would prevent the Economic Regulation Authority from releasing the information, BANANAS must:

(a) release that information to the Economic Regulation Authority but, subject to clause 7.11.6B(b), ensure that the Market Advisory contains information of only a general or aggregate nature so that the information publicly released is not confidential; and

(b) include in the Market Advisory the details of any circumstance that has given rise to BANANAS issuing the Market Advisory, including:

i. the name of the Registered Facility or Network element where that Registered Facility or Network element has caused or materially contributed to the circumstances giving rise to the Market Advisory;

ii. the name of the Registered Facility, or Registered Facilities, that are likely to be dispatched in response to the Market Advisory; and

iii. unless already published, any changes to the inputs to the Dispatch Algorithm that BANANAS has made or intends to make in response to the situation identified in the Market Advisory, including changes to Constraint Equations.

7.11.6C. Where BANANAS is required to:

(a) make changes to any inputs to the Dispatch Algorithm; or

(b) issue a direction to a Market Participant or a Network Operator,

prior to issuing a Market Advisory, BANANAS may make any such changes and issue any such direction as if a Market Advisory had already been issued.

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| **Explanatory Note**  Clauses 7.11.7 and 7.11.8 are deleted as the obligations to comply with directions are dealt with in clause 7.7.11 for Market Participants and Chapter 3 for Network Operators. |

7.11.7. Market Participants, Network Operators and the Economic Regulation Authority must inform BANANAS as soon as practicable if they become aware of any circumstances that might reasonably be expected to result in BANANAS issuing a Market Advisory.

7.11.8. BANANAS may document in a WEM Procedure the processes to be followed by BANANAS and Market Participants with respect to the events or situations specified in, or contemplated by, this section 7.11, including:

(a) a description of events that BANANAS would consider significant for the purposes of 7.11.5(j);

(b) the processes to be followed by Market Participants after receiving a relevant Market Advisory; and

(c) the processes to be followed by BANANAS after it has issued a relevant Market Advisory.

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| **Explanatory Note**  The new price determination provisions are set out in the following new sections:   * section 7.11A – Price Determination Principles; * section 7.11B – Determination of Market Clearing Prices; and * section 7.11C – Corrections to Price Determinations and Intervention Pricing.   Section 7.11A sets out the principles for using the Dispatch Algorithm to determine Market Clearing Prices, including handling situations where BANANAS applies manual constraints on Registered Facilities, and those constraints mean that the Real-Time Market Submissions of that Facility will not flow through into marginal prices for energy or ESS. |

Price Determination

7.11A. Price Determination Principles

7.11A.1. The principles applying to the determination of prices in the Real-Time Market are:

(a) subject to this section 7.11A, a Market Clearing Price at the Reference Node is determined by BANANAS using the Central Dispatch Process for each Dispatch Interval;

(b) a Reference Trading Price is determined by BANANAS as the time-weighted average of the Market Clearing Prices for energy for each Dispatch Interval in a Trading Interval;

(c) Registered Facilities which operate in accordance with a direction in the Central Dispatch Process are to be taken into account by BANANAS, but BANANAS must not use the applicable Real-Time Market Offers or Real-Time Market Bids for those Registered Facilities in the calculation of the Market Clearing Price for the relevant Market Service in the relevant Dispatch Interval;

(d) where a Registered Facility is Inflexible, BANANAS must take the Inflexibility of the Registered Facility into account in the Central Dispatch Process, but must not use the price in the Real-Time Market Offer or Real-Time Market Bid for that Registered Facility for the applicable Market Service in the calculation of the Market Clearing Price for that Market Service in the relevant Dispatch Interval;

(e) Loss Factors and Constraint Equations are to be taken into account by BANANAS in the calculation of Market Clearing Prices;

(f) where the Injection or Withdrawal of a Registered Facility is limited above or below the level at which it would otherwise have been dispatched by BANANAS on the basis of its Real-Time Market Offer or Real-Time Market Bid for energy due to a Constraint Equation included in the Dispatch Algorithm under clause 7.5.8(a):

i. the Registered Facility’s Real-Time Market Offer or Real-Time Market Bid for energy, as applicable, is to be taken into account by BANANAS in the determination of dispatch, but the Real-Time Market Offer or Real-Time Market Bid, as applicable, is not to be used by BANANAS in the calculation of the Market Clearing Price for energy in the relevant Dispatch Interval; and

ii. the Registered Facility’s Real-Time Market Submissions for other Frequency Co-optimised Essential System Services are to be used by BANANAS in the determination of dispatch and taken into account in determining the Market Clearing Prices for those Market Services;

(g) subject to section 9.9, BANANAS must apply the Reference Trading Price to both sales and purchases of energy in the relevant Trading Interval;

(h) when a Market Clearing Price is determined for a Frequency Co-optimised Essential System Service, BANANAS must apply that price to purchases of that Frequency Co-optimised Essential System Service in the relevant Dispatch Interval; and

(i) where there is a shortfall in a Frequency Co-optimised Essential System Service, BANANAS must set the Market Clearing Price for that service to the difference between the Energy Offer Price Ceiling and the Energy Offer Price Floor.

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| **Explanatory Note**  Section 7.11B describes how Market Clearing Prices are to be determined by BANANAS.  In abnormal situations, the approach for determining Market Clearing Prices is:   * where the Dispatch Algorithm fails to run, BANANAS will use the ‘forecast’ prices (clause 7.11B.1); * when the Dispatch Algorithm runs but with faulty inputs, BANANAS will use the prices from the previous Dispatch Interval (Affected Dispatch Interval – clause 7.11C.1); and * where BANANAS intervenes, BANANAS will run a ‘what if’ run without the intervention inputs and use the prices from that run (Intervention Dispatch Interval – clause 7.11C.6). These ‘what if’ runs will still be run in the same dispatch timeframe, and results published at dispatch time. |

7.11B. Determination of Market Clearing Prices

7.11B.1. Subject to section 7.11C, where BANANAS runs the Dispatch Algorithm, BANANAS must determine a Market Clearing Price for each Market Service for a Dispatch Interval.

7.11B.1A. If BANANAS fails to run the Dispatch Algorithm to determine Market Clearing Prices for any Dispatch Interval, then the Market Clearing Prices for that Dispatch Interval are:

(a) if the Dispatch Interval has been included in a previous Dispatch Schedule, the Market Clearing Prices determined for the Dispatch Interval in the most recent Dispatch Schedule that includes the Dispatch Interval; or

(b) if the Dispatch Interval has not been included in a previous Dispatch Schedule, the Market Clearing Prices determined for the Pre-Dispatch Interval containing the Dispatch Interval in the Reference Scenario for the most recent Pre-Dispatch Schedule that includes the Dispatch Interval.

7.11B.2. Subject to clauses 7.11B.3, 7.11B.4 and 7.11B.5, the Market Clearing Price for a Market Service represents the marginal value of that Market Service at the Reference Node at that time, which is calculated as the cost of meeting an incremental change in the requirement for the Market Service at that time in accordance with clause 7.6.4.

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| **Explanatory Note**  Clause 7.11B.3 is amended to reflect that Demand Side Programmes are no longer included in the Dispatch Algorithm and there is no need to set the Market Clearing Price for energy to the Energy Offer Price Cap because a Demand Side Programme has been dispatched.  Clause 7.11B.3(c) is also amended to correct a clause reference error. |

7.11B.3. If, for any Dispatch Interval:

(a) the Market Clearing Prices for the Dispatch Interval have not already been determined by the Central Dispatch Process;

(b) BANANAS reasonably determines that the Central Dispatch Process may determine that there is insufficient capacity to meet all load; and

(c) BANANAS has issued a manual load shed direction to a Network Operator under clause 3.4.4,

then BANANAS must set the Energy Market Clearing Price for the Dispatch Interval to equal the Energy Offer Price Ceiling.

7.11B.3A. If, for any Dispatch Interval, the Energy Market Clearing Price determined using the Dispatch Algorithm is:

(a) greater than the Energy Offer Price Ceiling, then BANANAS must set the Energy Market Clearing Price in that Dispatch Interval to equal the Energy Offer Price Ceiling; and

(b) less than the Energy Offer Price Floor, then BANANAS must set the Energy Market Clearing Price in that Dispatch Interval to equal the Energy Offer Price Floor.

7.11B.3B. If, for any Dispatch Interval, the Market Clearing Price for a Frequency Co‑optimised Essential System Service determined using the Dispatch Algorithm is:

(a) greater than the applicable FCESS Clearing Price Ceiling, then BANANAS must set the Market Clearing Price for the Frequency Co-optimised Essential System Service in that Dispatch Interval to equal the applicable FCESS Clearing Price Ceiling; and

(b) less than zero, then BANANAS must set the Market Clearing Price for the Frequency Co-optimised Essential System Service in that Dispatch Interval to equal zero.

7.11B.4. If, for any Dispatch Interval, BANANAS has determined that the Dispatch Interval is an Affected Dispatch Interval under clause 7.11C.1A, then BANANAS must set the Market Clearing Prices for the Dispatch Interval in accordance with section 7.11C.

7.11B.4A. If, for any Dispatch Interval, BANANAS has not determined that the Dispatch interval is an Affected Dispatch Interval, and BANANAS has declared the Dispatch Interval to be an Intervention Dispatch Interval under clause 7.11C.6, then BANANAS must set the Market Clearing Prices for the Dispatch Interval in accordance with clauses 7.11C.7, 7.11C.8, 7.11C.9 and 7.11C.10.

7.11B.5. If, for any Dispatch Interval, the Market Clearing Price for a Frequency Co-optimised Essential System Service determined using the Dispatch Algorithm is less than zero, then BANANAS must set the Market Clearing Price for the Frequency Co-optimised Essential System Service in that Dispatch Interval to zero.

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| **Explanatory Note**  New clauses 7.11C.1 to 7.11C.4 set out a regime that gives BANANAS the ability to identify incorrect inputs and adjust prices accordingly. Real-time ex-ante pricing provides limited time for BANANAS to identify incorrect input data before it is used in the Central Dispatch Process to generate Dispatch Instructions and determine the Market Clearing Prices. |

7.11C. Corrections to Price Determinations and Intervention Pricing

7.11C.1. BANANAS must develop procedures for the automatic identification of Affected Dispatch Intervals, and must document in a WEM Procedure the conditions or circumstances that would identify a Dispatch Interval as an Affected Dispatch Interval.

7.11C.1A. BANANAS must use the procedures developed under clause 7.11C.1 to determine whether each Dispatch Interval is an Affected Dispatch Interval.

7.11C.2. Where BANANAS determines that a Dispatch Interval is an Affected Dispatch Interval, and no more than 30 minutes have passed since the publication of the Market Clearing Prices for the Affected Dispatch Interval, BANANAS must:

(a) replace all Market Clearing Prices with the corresponding prices for the Last Correct Dispatch Interval; and

(b) if BANANAS has already calculated the relevant Reference Trading Price, recalculate and adjust the Reference Trading Price, in accordance with clause 7.11A.1(b).

7.11C.3. As soon as reasonably practicable after the action referred in clause 7.11C.2, BANANAS must publish on the WEM Website a report outlining:

(a) the reasons for determining that a Dispatch Interval was an Affected Dispatch Interval;

(b) whether that determination was correct; and

(c) what action will be taken to minimise the risk of a similar event in future.

7.11C.4. At least once each year, BANANAS must review the effectiveness of the automated processes developed by BANANAS under clause 7.11C.1 and publish a report on the WEM Website detailing the findings of the review.

7.11C.5. A report under clause 7.11C.4 must:

(a) cover the 12-month period since the end of the period covered by the last report;

(b) be published within 3 months of the end of the review period covered by the report; and

(c) include the following:

i. details of all Affected Dispatch Intervals which should not have been identified as Affected Dispatch Intervals;

ii. the reasons why the Affected Dispatch Intervals identified under clause 7.11C.5(c)(i) were identified as Affected Dispatch Intervals; and

iii. details of any Dispatch Intervals that BANANAS has subsequently determined should have been identified by BANANAS as Affected Dispatch Intervals, but were not.

7.11C.5A.BANANAS must develop and submit a Procedure Change Proposal where it considers that a change is required to the WEM Procedure developed under clause 7.11C.1 as a result of a report that it has published under clause 7.11C.4.

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| **Explanatory Note**  Clauses 7.11C.6 to 7.11C.11 set out a regime that is intended to ensure that Market Clearing Prices are not depressed by reason of BANANAS’s manual intervention. For example, if BANANAS directs a Registered Facility on, then it will displace a cheaper Facility, and the marginal price of the next unit of energy will be lower than it otherwise would have been (i.e. because that cheaper generation is now available to provide the marginal unit of energy).  This is a structural effect that is not dealt with by the uplift payment mechanism, because even though the directed Market Participant could be made whole via an uplift payment if negatively mispriced, all other relevant Market Participants would receive a lower Market Clearing Price because of the intervention. |

7.11C.6. BANANAS must declare a Dispatch Interval to be an Intervention Dispatch Interval where one or more BANANAS Intervention Events were in effect in the Dispatch Interval.

7.11C.7. Subject to clauses 7.11C.8(a) and 7.11C.8(b), if, in BANANAS's reasonable opinion, the reason for an BANANAS Intervention Event is to obtain either:

(a) a Market Service for which a Market Clearing Price is determined by the Dispatch Algorithm; or

(b) a service that is a direct substitute for a Market Service for which a Market Clearing Price is determined by the Dispatch Algorithm,

then BANANAS must, in accordance with the methodology or assumptions to be documented in the WEM Procedure referred to in clause 7.11C.11, set the Market Clearing Prices for an Intervention Dispatch Interval at the values which BANANAS, in its reasonable opinion, considers would have applied as the Market Clearing Prices for that Dispatch Interval had the BANANAS Intervention Event not occurred.

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| **Explanatory Note**  Where BANANAS intervenes to change the dispatch of a Registered Facility that is on the other side of a constraint from the Reference Node, the intervention will not affect the Market Clearing Price at the Reference Node, so no intervention pricing change is required.  Where BANANAS intervenes to change the dispatch of a Registered Facility that is not behind a constraint, it will affect the market clearing price at the Reference Node.  Islanding would be an extreme constraint, in which the Market Clearing Price would be set at the Reference Node, and generators in Islands would qualify for uplift pricing. |

7.11C.8. If, in BANANAS’s reasonable opinion, the reason for an BANANAS Intervention Event is to obtain:

(a) energy or a Frequency Co-optimised Essential System Service which, as a result of a Constraint, is only capable of being provided by a Registered Facility in a part of the SWIS which does not include the Reference Node due to the Constraint;

(b) demand response which, as a result of a Constraint, is needed to reduce demand for energy or Frequency Co-optimised Essential System Service in a part of the SWIS which does not include the Reference Node due to the Constraint; or

(c) a service for which a Market Clearing Price is not determined by the Dispatch Algorithm, regardless of whether energy or Frequency Co-optimised Essential System Services are also provided incidental to the provision of the service,

then BANANAS must continue to set the Market Clearing Prices for the Intervention Dispatch Interval in accordance with section 7.11B, excluding 7.11B.4A.

7.11C.9. If more than one BANANAS Intervention Event is in effect in respect of an Intervention Dispatch Interval, BANANAS must set the Market Clearing Prices pursuant to clause 7.11C.7 as if:

(a) the services described in clause 7.11C.7 were not provided; and

(b) energy or any Essential System Services provided incidental to the provision of any services described in clause 7.11C.8 were taken into account.

7.11C.10. BANANAS must use its reasonable endeavours to set Market Clearing Prices according to clause 7.11C.7 as soon as practicable following an BANANAS Intervention Event, but may continue to set Market Clearing Prices as if no BANANAS Intervention Event had occurred for Dispatch Intervals before the later of:

(a) if BANANAS is able to operate the SWIS in accordance with the Power System Security Principles, the Dispatch Interval immediately following the first Intervention Dispatch Interval; or

(b) if BANANAS is not able to operate the SWIS in accordance with the Power System Security Principles, the second Dispatch Interval after BANANAS became able to operate the SWIS in accordance with the Power System Security Principles after the first Intervention Dispatch Interval.

7.11C.11. BANANAS must document in a WEM Procedure the methodology it will use, and any assumptions it may be required to make, to determine the Market Clearing Prices under clauses 7.11C.7, 7.11C.8 and 7.11C.10. The methodology must, wherever reasonably practicable:

(a) be consistent with the principles for the determination of Market Clearing Prices set out in section 7.11A; and

(b) enable BANANAS to determine and publish such prices in accordance with the applicable timeframes for the publication of the Market Clearing Prices under these WEM Rules.

Real-Time Market Suspension and Administered Pricing

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| **Explanatory Note**  Section 7.11D includes various provisions relating to suspension of the Real-Time Market. |

7.11D. Real-Time Market Suspension

7.11D.1. BANANAS may suspend the Real-Time Market:

(a) in the event of a system shutdown or major supply disruption;

(b) when BANANAS has been requested by the Minister, under clause 2.44.1, to suspend the market or operate all or part of the power system in connection with the exercise of emergency powers; or

(c) when BANANAS determines that it is necessary because it has become impossible to maintain Power System Security in accordance with the provisions of these WEM Rules due to:

i. failure of its IT systems;

ii. loss of communications or control systems required to maintain Power System Security; or

iii. any other reason as identified in the WEM Procedure published under clause 7.11D.4.

7.11D.2. Where BANANAS deems, in its reasonable opinion, it is practicable to resume the Central Dispatch Process it must:

(a) lift any suspension of the Real-Time Market at commencement of the next practicable Trading Interval, in accordance with the process described in the WEM Procedure referred to in clause 7.11D.4; and

(b) resume the determination of Market Clearing Prices.

7.11D.3. BANANAS must issue a Market Advisory when suspending or lifting the suspension of the Real-Time Market.

7.11D.4. BANANAS must document in a WEM Procedure:

(a) the process by which BANANAS will determine to suspend the Real-Time Market;

(b) the reasons BANANAS may suspend the Real-Time Market;

(c) the processes which Market Participants are required to follow during the suspension; and

(d) the processes BANANAS will follow during the suspension including the process to lift the suspension which must provide a notice period of not less than two hours.

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| **Explanatory Note**  Section 7.11E is added to set out how Market Clearing Prices for a Market Service (Energy and any Frequency Co-optimised Essential System Services) when the Real-Time Market has been suspended.  In the event that a major system event has occurred, such as a system wide shutdown, BANANAS would suspended the Real-Time Market and Central Dispatch. During this period BANANAS will enact its processes to direct facilities to recover the system. For the duration of the suspension the Market Clearing Price for energy will be set to Energy Offer Price Cap and all FCESS prices and quantities will be set to zero.  In the event that WEMDE or the Real-Time Market systems are not working, and participants are not able to submit credible offers or BANANAS systems have insufficient data to be used to set Market Clearing Prices, the Market Clearing Prices for a given interval will be the same as the average Market Clearing Price from the previous four completed Trading Weeks.  Where previous prices are not available for a particular Market Service (for example, if WEMDE fails at the start of the new market), clause 7.11E.4 provides guidance on how BANANAS should set prices.  Section 7.11D will not apply to emergency circumstances, such as a system black event or emergency operating state. |

7.11E. Administered Pricing in the Event of Market System Failure

7.11E.1. If the Real-Time Market is suspended under clause 7.11D.1(a), BANANAS must set the final Market Clearing Prices for each Market Service in any Dispatch Interval during the suspension as follows:

(a) the Final Energy Market Clearing Price is to equal the Energy Offer Price Ceiling;

(b) the Final Regulation Raise Market Clearing Price is to equal zero and the Essential System Service Enablement Quantity for each Registered Facility accredited for Regulation Raise for the Dispatch Interval is zero;

(c) the Final Regulation Lower Market Clearing Price is to equal zero and the Essential System Service Enablement Quantity for each Registered Facility accredited for Regulation Lower for the Dispatch Interval is zero;

(d) the Final Contingency Reserve Raise Market Clearing Price is to equal zero and the Essential System Service Enablement Quantity for each Registered Facility accredited for Contingency Reserve Raise for the Dispatch Interval is zero;

(e) the Final Contingency Reserve Lower Market Clearing Price is to equal zero and the Essential System Service Enablement Quantity for each Registered Facility accredited for Contingency Reserve Lower for the Dispatch Interval is zero; and

(f) the Final RoCoF Control Service Market Clearing Price is to equal zero and the RoCoF Control Service requirements for the Dispatch Interval is zero.

7.11E.2. If the Real-Time Market is suspended under clause 7.11D.1(b), BANANAS must set the final Market Clearing Prices for each Market Service in any Dispatch Interval during the suspension as requested by the Minister.

7.11E.3. If the Real-Time Market is suspended under clause 7.11D.1(c), BANANAS must set the final Market Clearing Prices for each Market Service in any Dispatch Interval during the suspension as the average final Market Clearing Price for that Market Service in the equivalent intervals in the four most recent completed Trading Weeks.

7.11E.4. Where, for the purposes of clause 7.11E.3, a Market Clearing Price is not available for a Market Service for an equivalent Dispatch Interval in the four most recent completed Trading Weeks referred to in clause 7.11E.3, BANANAS must set the final Market Clearing Prices for each Market Service as follows:

(a) where there is no Final Energy Market Clearing Price available for the equivalent Dispatch Interval, BANANAS must set the Final Energy Market Clearing Price as the average price for energy from the most recently published price for energy for 28 consecutive Trading Days for the equivalent Dispatch Interval;

(b) where there is no Final Regulation Raise Market Clearing Price available for the equivalent Dispatch Interval, BANANAS must set the Final Regulation Raise Market Clearing Price as the average price for Regulation Raise, or equivalent service, from the most recently published price for the service for 28 consecutive Trading Days for the equivalent Dispatch Interval;

(c) where there is no Final Regulation Lower Market Clearing Price available for the equivalent Dispatch Interval, BANANAS must set the Final Regulation Lower Market Clearing Price as the average price for Regulation Lower, or equivalent service, from the most recently published price for the service for 28 consecutive Trading Days for the equivalent Dispatch Interval;

(d) where there is no Final Contingency Reserve Raise Market Clearing Price available for the equivalent Dispatch Interval, BANANAS must set the Final Contingency Reserve Raise Market Clearing Price as:

Margin(di) × Energy\_Price(di)

where:

i. Margin is the Spinning Reserve margin price as the most recent determination by the Economic Regulation Authority for the equivalent Dispatch Interval; and

ii. Energy\_Price is the average price for energy from the most recently published energy prices for 28 consecutive Trading Days for the equivalent Dispatch Interval;

(e) where there is no Final Contingency Reserve Lower Market Clearing Price available for the equivalent Dispatch Interval, BANANAS must set the Final Contingency Reserve Lower Price Market Clearing Price using an estimation method that takes into account the quantum and price set by the Economic Regulation Authority for load rejection reserve; and

(f) where there is no Final RoCoF Control Service Market Clearing Price available for the equivalent Dispatch Interval, BANANAS must set the RoCoF Control Service requirements for the Dispatch Interval to zero and set the Final RoCoF Control Service Market Clearing Price to zero.

7.11E.5. All administered prices set under clauses 7.11E.3 and 7.11E.4 will be subject to a floor of $0.

7.11E.6. To avoid doubt, and without limiting clause 1.55.9, for the purposes of the time periods specified in clauses 7.11E.3 and 7.11E.4, BANANAS may, to the extent it considers necessary to set the final Market Clearing Prices specified in those clauses, use any data and information under the Pre-Amended Rules (as defined in clause 1.55.9) that it considers reasonable to use in the circumstances.

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Settlement and Monitoring Data

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| **Explanatory Note**  Section 7.13 is amended to reflect the amended relevant information under these WEM Rules.  Section 7.13 is amended to clarify where information must be provided directly to Market Participants (e.g. via a portal or B2B mechanism) or published on the WEM Website, and the associated timeframes.  The WEM Website is a lower availability solution than a Market Participant interface, therefore while BANANAS must make efforts to publish data in a timely manner to the WEM Website, there are occasions where making the data available may be delayed (e.g. WEM Website maintenance, or general data latency).  The changes in this section include:   * separating the requirements to make certain information available to Market Participants from the requirements to publish that information on the WEM Website; * clarifying the requirements for demand forecasts and the reporting of actual Injection and Withdrawal quantities; * removing the requirement to publish non-Reference Scenario Market Schedule information on the WEM Website (note the information will still be made available to Market Participants and will Public Information); * reducing the maximum delay permitted in publishing Market Schedule-related information on the WEM Website to one Business Day; and * minor enhancements to improve the clarity of the drafting. |

7.13. Settlement and Monitoring Data

7.13.1. BANANAS must make available to Market Participants:

(a) for each Pre-Dispatch Interval of each Pre-Dispatch Schedule or Week-Ahead Schedule, within 30 minutes of determining that Market Schedule; and

(b) for each Dispatch Schedule, within 5 minutes of determining that Dispatch Schedule,

the following information:

(c) total quantity of Real-Time Market Offers for In-Service Capacity for each Market Service;

(d) total quantity of Real-Time Market Offers for Available Capacity for each Market Service;

(e) total quantity of Real-Time Market Bids for In-Service Capacity for energy;

(f) total quantity of Real-Time Market Bids for Available Capacity for energy; and

(g) Intervention Constraints.

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| **Explanatory Note**  Clause 7.13.1A is amended to:   * clarify that the Forecast Operational Demand is associated with the Reference Scenario, and that other forecasts may be used for other Scenarios; and * include a new defined term “Near Binding Constraint Equations” in clause 7.13.1A(i) – the definition has been proposed to resolve an issue that arises where the right hand side of a Constraint Equation is zero. |

7.13.1A. BANANAS must make available to Market Participants:

(a) for each Pre-Dispatch Interval in each Scenario of each Pre-Dispatch Schedule or Week-Ahead Schedule, within 30 minutes of determining that Market Schedule; and

(b) for each Scenario of each Dispatch Schedule, within 5 minutes of determining that Dispatch Schedule,

the following information:

(c) the Forecast Unscheduled Operational Demand or, where applicable, the alternative forecast used for the Scenario;

(cA) the Forecast Operational Demand or, where applicable, the equivalent forecast determined for the Scenario;

(cB) the Forecast Operational Withdrawal or, where applicable, the equivalent forecast determined for the Scenario;

(d) the projected total quantity required of each Frequency Co-optimised Essential System Service;

(e) projected shortfalls in each Market Service;

(f) projected Dispatch Targets, Dispatch Caps and Dispatch Forecasts as applicable for each Registered Facility. To avoid doubt, BANANAS must identify which Facility each quantity is associated with;

(g) projected Essential System Service Enablement Quantities as applicable for each Registered Facility. To avoid doubt, BANANAS must identify which Facility each quantity is associated with;

(h) binding Constraint Equations;

(i) Near Binding Constraint Equations;

(j) projected Market Clearing Prices for each Market Service;

(k) the Minimum RoCoF Control Requirement;

(l) the Additional RoCoF Control Requirement;

(m) the RoCoF Control Requirement;

(n) the Contingency Raise Offset;

(o) the Contingency Lower Offset;

(p) Facility Performance Factors; and

(q) the identity of each Registered Facility that was subject to a Commissioning Test or a Reserve Capacity Test.

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| **Explanatory Note**  Clause 7.13.1B is amended to use the new concept of Near Binding Constraint Equations in clause 7.13.1B(e). |

7.13.1B. Within 5 minutes of each time BANANAS uses the Dispatch Algorithm for the purposes of the Central Dispatch Process, and no later than the end of the relevant Dispatch Interval, BANANAS must make available to Market Participants:

(a) Dispatch Targets, Dispatch Caps, Dispatch Forecasts as applicable for each Facility;

(b) Essential System Service Enablement Quantities as applicable for each Registered Facility and each Frequency Co-optimised Essential System Service;

(c) the Market Clearing Price for each Market Service for the relevant Dispatch Interval;

(d) binding Constraint Equations;

(e) Near Binding Constraint Equations;

(f) the Minimum RoCoF Control Requirement;

(g) the Additional RoCoF Control Requirement;

(h) the RoCoF Control Requirement;

(i) the Contingency Raise Offset;

(j) the Contingency Lower Offset;

(k) Facility Performance Factors; and

(l) the BANANAS estimated quantity of Not In-Service Capacity for each Scheduled Facility or Semi-Scheduled Facility for which a Market Participant holds Capacity Credits, in each Dispatch Interval.

7.13.1C. Within 5 minutes of the end of a Trading Interval, BANANAS must make available to Market Participants the Reference Trading Price for that Trading Interval.

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| **Explanatory Note**  Clause 7.13.1CA has been further amended to require BANANAS to re-publish a Market Clearing Price or a Reference Trading Price once it has been revised as a result of an Affected Interval or Intervention Event. |

7.13.1CA. Where a Market Clearing Price has been impacted by an Affected Dispatch Interval or BANANAS Intervention Event, BANANAS must:

(a) determine revised Market Clearing Prices for each Market Service for the relevant Dispatch Interval;

(b) determine the revised Reference Trading Price for the relevant Trading Interval; and

(c) make the revised prices referred to in clauses 7.13.1CA(a) and 7.13.1CA(b) available to Market Participants as soon as practicable.

7.13.1CB. Where a Market Clearing Price has been impacted by a suspension of the Real-Time Market under clause 7.11D.1, BANANAS must, based on the final Market Clearing Prices for each Market Service for each Dispatch Interval during the suspension as determined by BANANAS in accordance with section 7.11E:

(a) determine revised Market Clearing Prices for each Market Service for each relevant Dispatch Interval;

(b) determine the revised Reference Trading Price for each relevant Trading Interval; and

(c) make the revised prices referred to in clauses 7.13.1CB(a) and 7.13.1CB(b) available to Market Participants as soon as practicable.

7.13.1D. For each Pre-Dispatch Interval or Dispatch Interval in each Scenario in each Market Schedule, BANANAS must, within 30 minutes of the completion of the Market Schedule (or within 5 minutes of completion for the Dispatch Schedule), make available to each Market Participant:

(a) which of its Registered Facilities clause 7.5.8(a) applies to;

(b) which of its Registered Facilities clause 7.5.8(b) applies to; and

(c) the Estimated FCESS Uplift Payment for each of its Scheduled Facilities and Semi-Scheduled Facilities.

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| **Explanatory Note**  Clause 7.13.1E is amended to better align BANANAS’s data publication requirements with the inputs and outputs of the Dispatch Algorithm, and the requirements of downstream Settlement equations.  Clause 7.13.1E is amended to:   * clarify that the listed information is published on the WEM Website; * remove the reference to Unadjusted Semi-Scheduled Injection Forecasts in clause 7.13.1E(a)(iii); * remove redundant words from clause 7.13.1E(a)(iv); * clarify in clause 7.13.1E(b) that maximum daily ambient temperatures are only published for Scheduled Facilities and Semi-Scheduled Facilities, and that they are determined using the method specified for the Facility in Standing Data; and * extend the list of items to be published in clause 7.13.1E(c) to include Unconstrained Injection Forecasts, Unconstrained Withdrawal Forecasts and Inflexibility indicators; * use standard language for the decrease of a Demand Side Programme and update the cross reference in clause 7.13.1E(d); and * require (in new clause 7.13.1E(h)) the publication of any alternative forecast quantities determined and used by BANANAS in the Central Dispatch Process under clause 7.2.4A. |

7.13.1E. BANANAS must prepare and publish on the WEM Website the following data for a Trading Day by noon on the first Business Day following the day on which the Trading Day ends:

(a) the following SCADA data for each Dispatch Interval of the Trading Day:

i. an estimate of the MWh Injection or Withdrawal of each Scheduled Facility, Semi-Scheduled Facility or Non‑Scheduled Facility monitored by BANANAS’s SCADA system;

ii. [Blank]

iii. where it is available to BANANAS for use in the Central Dispatch Process, data that has been used to adjust Essential System Service submissions for each Facility;

iv. the Charge Level immediately prior to the start of the Dispatch Interval of each Electric Storage Resource that is part of a Semi-Scheduled Facility or Scheduled Facility and monitored by BANANAS’s SCADA system;

v. the MWh output or consumption of each separate electricity producing unit in each Energy Producing System supplying an Intermittent Load for which, in BANANAS’s reasonable opinion, the information provided under clause 2.30B.3(g) does not show that if a Contingency Event or an event behind the relevant connection point affects the Energy Producing System the net Injection or Withdrawal of the Facility will change by less than 10 MW;

vi. the EOI Quantity of each Scheduled Facility, Semi-Scheduled Facility and Non-Scheduled Facility;

vii. the Operational Demand;

viii. the Operational Withdrawal; and

ix. any other SCADA data used as an input into the Central Dispatch Process;

(aA) for each Trading Interval of the Trading Day, an estimate, derived from SCADA data, of the MWh Injection or Withdrawal of each Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility monitored by BANANAS’s SCADA system;

(b) the maximum daily ambient temperature at the site of each Scheduled Facility or Semi-Scheduled Facility, recorded in accordance with the method specified in Appendix 1(b)(viii) or Appendix 1(c)(viii) as applicable;

(c) details of each Real-Time Market Submission used in the Central Dispatch Process for Dispatch Intervals in that Trading Day, including, as applicable:

i. the Registered Facility ID;

iA. the Market Service;

ii. Price-Quantity Pairs;

iii. In-Service Capacity for Injection;

iv. Available Capacity for Injection;

v. In-Service Capacity for Withdrawal;

vi. Available Capacity for Withdrawal;

vii. the Maximum Upwards Ramp Rate;

viii. the Maximum Downwards Ramp Rate;

ix. Enablement Minimums;

x. Enablement Maximums;

xi. Low Breakpoints;

xii. High Breakpoints;

xiii. Dispatch Inflexibility Profiles;

xiv. any reasons for revisions in accordance with clauses 7.4.26(a) or 7.4.27(a);

xv. if the Registered Facility is Inflexible;

xvi. the Unconstrained Injection Forecast; and

xvii. the Unconstrained Withdrawal Forecast;

(d) where applicable, for each Trading Interval of the Trading Day, the requested decrease in absolute value of Withdrawal for each Demand Side Programme calculated under clause 7.13.5;

(e) where applicable, for each Scheduled Facility or Semi-Scheduled Facility and each Dispatch Interval of the Trading Day, the Congestion Rental in respect of the full set of Network Constraints, calculated under clause 7.14.1;

(f) where applicable, for each Scheduled Facility or Semi-Scheduled Facility and each Dispatch Interval, the Energy Uplift Price and the Uplift Payment Mispricing Trigger;

(g) for each Dispatch Interval of the Trading Day:

i. all Facility Risks for that Dispatch Interval; and

ii. for each Network Contingency which is a Credible Contingency Event that is taken into account when setting the Contingency Reserve Raise requirement under clause 7.2.4 in that Dispatch Interval:

1. the Network Risk associated with that Network Contingency; and

2. the Registered Facilities whose Facility Risks are included in the Network Risk associated with that Network Contingency; and

(h) for each Dispatch Interval of the Trading Day, for each Semi-Scheduled Facility and Non-Scheduled Facility, any alternative forecast quantities to the Unconstrained Injection Forecast and Unconstrained Withdrawal Forecast provided by the Market Participant in its Real-Time Market Submission that were determined and used by BANANAS in the Central Dispatch Process under clause 7.2.4A.

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| **Explanatory Note**  Further amendments include:   * where necessary, requirements to make information available to Market Participants need to be separated from the requirements to publish that information on the WEM Website; * the requirements for DSP Schedules and DSP Dispatch Instruction details need to be included in this section; * extensions for making information available to Market Participants under clauses 7.13.1, 7.13.1A, 7.13.1B, 7.13.1C, 7.13.1CA and 7.13.1D are not required; * extensions for making DSP Schedules and Dispatch Instruction details available to Market Participants are not required; * the extension contemplated in clause 7.13.1F should also apply to clause 7.13.1G, because BANANAS may reasonably encounter a delay in collecting the relevant information; * extensions for publications under clauses 7.13.1, 7.13.1A, 7.13.1B, 7.13.1C, 7.13.1CA and the publications of DSP Schedules and Dispatch Instructions are only required because of temporary WEM Website technical issues, and not because of delays in collecting the relevant information.   To achieve the required outcomes:   * clauses 7.13.F, 7.13.1G and 7.13.1H are deleted; * clause 7.13.1G is reinserted as clause 7.13.1F to improve the logical flow of the clauses; * a new clause 7.13.1G specifies the requirement to provide DSP Pre-Dispatch Schedules and DSP Week-Ahead Schedules to Market Participants; * new clause 7.13.1H requires the provision to Market Participants of DSP Dispatch Instructions; * new clause 7.13.1I requires BANANAS to publish the information referred to under clauses 7.13.1 – 7.13.1CA (excluding non-Reference Scenario details under clause 7.13.1A) and 7.13.1G-7.13.1H on the WEM Website as soon as practicable after making the information available to Market Participants; * new clause 7.13.1J allows BANANAS, where it is prevented by a temporary technical issue from publishing data on the WEM Website under clause 7.13.1I, to delay the publication of the data on the WEM Website by up to one Business Day; * Clause 7.13.1J is renumbered to 7.13.1K; and * clause 7.13.1H is reinserted as clause 7.13.1L, and amended to replace the reference to clause 7.13.1G(a) to reflect the renumbering of clause 7.13.1G. |

7.13.1F. BANANAS must prepare and publish on the WEM Website, for each Trading Interval and Dispatch Interval of a Trading Day, by noon on the first Business Day following the day on which the Trading Day ends:

(a) an estimate of the total quantity of energy not served (in MWh) due to involuntary load shedding (manual and automatic); and

(b) an estimate of the change in Withdrawal (in MWh) of any Interruptible Loads in the provision of Contingency Reserve Raise.

7.13.1G. BANANAS must make available to Market Participants, for each Dispatch Interval of each DSP Pre-Dispatch Schedule or DSP Week-Ahead Schedule, within 30 minutes of determining that DSP Schedule, the following information:

(a) for each Demand Side Programme:

i. DSP Unconstrained Withdrawal Quantity;

ii. DSP Constrained Withdrawal Quantity;

iii. estimated Relevant Demand;

iv. estimated sum of the Minimum Consumption of each Associated Load of the Demand Side Programme;

v. estimated Reserve Capacity Obligation Quantity;

vi. DSP Forecast Capacity; and

vii. DSP Forecast Reduction;

(b) the sum of the DSP Forecast Capacities of each Demand Side Programme; and

(c) the sum of the DSP Forecast Reductions of each Demand Side Programme.

7.13.1H. Within five minutes of each time BANANAS issues a Dispatch Instruction to a Demand Side Programme, BANANAS must make available to Market Participants the details of that Dispatch Instruction.

7.13.1I. BANANAS must publish the following information on the WEM Website as soon as practicable after it has made the information available to Market Participants:

(a) the information referred to in clauses 7.13.1, 7.13.1B, 7.13.1C, 7.13.1CA, 7.13.1CB, 7.13.1G and 7.13.1H; and

(b) the information referred to in clause 7.13.1A for the Reference Scenario of the applicable Market Schedule.

7.13.1J. If BANANAS is prevented by a temporary technical issue from publishing data on the WEM Website under clause 7.13.1I, BANANAS may delay the publication of the data on the WEM Website by up to one Business Day.

7.13.1K. If BANANAS is prevented from completing the relevant processes that enable the recording of the data described in clauses 7.13.1E or 7.13.1F, BANANAS may delay the preparation and publication of the data on the WEM Website by up to two Business Days.

7.13.1L. BANANAS may, if it reasonably considers it is required in order to estimate, or support BANANAS’s estimate of, the quantity referred to in clause 7.13.1F(a), request information from Rule Participants in respect to any involuntary load shedding. A Rule Participant must comply with a request under this clause 7.13.1L within the time specified in the request.

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| **Explanatory Note**  Clauses 7.13.2 and 7.13.6 are amended to cater for estimates that BANANAS is required to produce in order to run Relevant Level calculations. If a Facility that contains an Intermittent Generation System or Non-Scheduled Facility is participating in the Relevant Level Methodology, then actual outputs of those Facilities are required to support the RLM calculation. If the Facility was curtailed during an RLM interval, or is yet to enter service, then BANANAS is required to estimate the quantities needed for the calculations.  These amendments allow for different combinations of Facilities that may have Intermittent Generation Systems (Scheduled, Semi-Scheduled), as well as for Non-Scheduled Facilities that do not have Intermittent Generation Systems, but are still participating in the RLM.  The revisions clarify when estimates are required, and for which Facilities, and also clarify when the estimates should be published. |

7.13.2. Where BANANAS is required to develop estimates under clause 7.13.6, BANANAS must publish those estimates as soon as practicable after the date specified in clause 4.1.11.

7.13.3. BANANAS must document in a WEM Procedure the procedure to be followed by Rule Participants in providing settlement and monitoring data to BANANAS.

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| **Explanatory Note**  Clause 7.13.4 is amended to clarify the requirements for BANANAS to publish estimates of Operational Demand and Operational Withdrawal in near-real time. |

7.13.4. BANANAS must:

(a) determine the Operational Demand Estimate and Operational Withdrawal Estimate from SCADA data for Registered Facilities at least once every minute; and

(b) publish each Operational Demand Estimate and Operational Withdrawal Estimate on the WEM Website as soon as practicable after its determination under clause 7.13.4(a),

and these values are not required to be maintained on the WEM Website after their initial publication.

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| **Explanatory Note**  Clause 7.13.5 is amended to reflect the simpler dispatch arrangements proposed for Demand Side Programmes and the removal of the need to account for ramp rates when determining the requested quantity of reduction.  Due to the increased simplicity, the quantity will be provided as a MW value and the requirement for BANANAS to develop a WEM Procedure has been removed. |

7.13.5. BANANAS must, for the purposes of clauses 7.13.1E(d) and 4.26.2D, calculate, for each Demand Side Programme for each Trading Interval, the quantity, in MW, by which the Facility was requested by the applicable Dispatch Instruction to curtail the absolute value of its Withdrawal during that Trading Interval, where the quantity:

(a) must be measured as a requested decrease from the Facility’s Relevant Demand (and so must not include any quantity above the Relevant Demand); and

(b) must not take account of the Facility’s actual performance in response to the Dispatch Instruction.

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| **Explanatory Note**  Clause 7.13.6 is amended to account for situations where a Network limitation means that a Facility would not have been able to send out any energy regardless of what Dispatch Instruction it was issued by BANANAS. |

7.13.6. Where an estimate is required to support the Relevant Level Methodology for a Registered Facility that:

(a) contains an Intermittent Generating System; or

(b) is a Non-Scheduled Facility,

BANANAS must estimate, for the Intermittent Generating System or Non-Scheduled Facility, for each Trading Interval, the maximum quantity of sent out energy in MWh which the Intermittent Generating System or Non-Scheduled Facility could have potentially generated in the Trading Interval had the output of the Registered Facility associated with the Intermittent Generating System or the Non-Scheduled Facility not been restricted by a Dispatch Instruction or Network limitation during that Trading Interval, in accordance with the WEM Procedure referred to in clause 7.13.8.

7.13.7. If BANANAS reasonably believes that the estimate determined under clause 7.13.6 was incorrect, it must revise the estimate for use in the Relevant Level Methodology.

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| **Explanatory Note**  Clause 7.13.8 is amended to clarify that BANANAS will actually use the methods it specifies in the WEM Procedure to determine estimates under clause 7.13.6.  Clause 7.13.8 is also amended to use standard clause reference terminology. |

7.13.8. BANANAS must develop a WEM Procedure specifying:

(a) the methods that BANANAS will use to determine estimates under clause 7.13.6;

(b) the process for revising an estimate under clause 7.13.7; and

(c) the information that a Market Participant must provide to BANANAS for each of the Market Participant’s Registered Facilities to support the preparation of estimates under clauses 7.13.6 and 7.13.7.

Not In-Service Capacity

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| **Explanatory Note**  Section 7.13A enables BANANAS to determine the Not-In-Service Capacity for each Registered Facility that is assigned Capacity Credits. Market Participants for Facilities that are assigned Capacity Credits are required to present the Facility's capacity at least up to its Reserve Capacity Obligation Quantity in their market submissions as ‘available’ or ‘in-service’. If a price/quantity offer is “in merit” for a Trading Interval, or directed to be in service by BANANAS, the relevant Market Participant must, subject to applicable start up timeframes, amend the availability declaration to ‘in service’. When this is not the case, the Not-In-Service capacity will be subject to capacity refunds.  These clauses will commence with the majority of dispatch clauses on the New WEM Commencement Day.  However, as this section 7.13A reflects the amendments contained in the Miscellaneous Amendments No. 2, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Miscellaneous Amendments No. 1 to see section 7.13A (Determination and Publication of RoCoF Upper Limit) that will apply until it is then deleted (in accordance with the Amending Rules in that same instrument) and section 7.13A below commenced. |

7.13A. Not In-Service Capacity

7.13A.1. BANANAS must determine the Not In-Service Capacity for each Scheduled Facility or Semi-Scheduled Facility f for which a Market Participant holds Capacity Credits, in the Dispatch Interval DI as either:

(a) where BANANAS has directed a Registered Facility to offer its capacity as In Service:

NISCap(f,DI) = Max(0, Min(RCOQ(f,DI), ReqDispEnergy(f,DI)) – Max(ISSDCEnergy(f,DI), ISDispEnergy(f,DI))

or

(b) otherwise:

NISCap(f,DI) = Max(0, Min(RCOQ(f,DI), EstDispEnergy(f,DI)) – Max(ISSDCEnergy(f,DI), ISDispEnergy(f,DI))

where:

i. NISCap(f,DI) is the Not In-Service Capacity quantity for the relevant Facility f in Dispatch Interval DI;

ii. EstDispEnergy(f,DI) is the quantity of estimated energy dispatch immediately prior to the Start Decision Cutoff time for the relevant Facility f in Dispatch Interval DI, calculated in accordance with clause 7.13A.2;

iii. ISSDCEnergy(f,DI) is the quantity of In-Service Capacity offered immediately after the Start Decision Cutoff time for the relevant Facility f in Dispatch Interval DI, calculated in accordance with clause 7.13A.3;

iv. ISDispEnergy(f,DI) is the total MW quantity of In-Service Capacity for the relevant Facility f included in the Real-Time Market Offers for energy that were used to formulate Dispatch Instructions and calculate Market Clearing Prices for Dispatch Interval DI; and

v. ReqDispEnergy(f,DI) is the quantity of In-Service Capacity for the relevant Facility f required by BANANAS in Dispatch Interval DI.

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| **Explanatory Note**  Clauses 7.13A.2 and 7.13A.3 are amended to reflect the restructure of clause 7.4.40(g).  The clauses have also been amended to reflect that Market Schedules may be made available to Market Participants before they are published on the WEM Website. |

7.13A.2. EstDispEnergy(f, DI) for each Scheduled Facility or Semi-Scheduled Facility f in Dispatch Interval DI is determined from the most recent Market Schedule made available to Market Participants before the Start Decision Cutoff from the Price-Quantity Pair for Injection for the relevant Facility f with the longest minimum time to synchronise, as specified in clause 7.4.40(g)(i)(3), as applicable:

(a) where at least one Dispatch Schedule has been made available to Market Participants that contains Dispatch Interval DI within a Trading Interval, the total MW quantity of energy scheduled for dispatch in the Dispatch Interval DI for the relevant Facility f determined in the Reference Scenario of the Dispatch Schedule; or

(b) where at least one Pre-Dispatch Schedule has been made available to Market Participants that contains Dispatch Interval DI within a Trading Interval, then the total MW quantity of energy scheduled for dispatch in the Trading Interval for the relevant Facility f determined in the Reference Scenario of the Pre-Dispatch Schedule; or

(c) where at least one Week-Ahead Schedule has been made available to Market Participants that contains Dispatch Interval DI within a Trading Interval, then the total MW quantity of energy scheduled for dispatch in the Trading Interval for the relevant Facility f determined in the Reference Scenario of the Week-Ahead Schedule; or

(d) otherwise, zero.

7.13A.3. ISSDCEnergy(f,DI) for each Scheduled Facility or Semi-Scheduled Facility f in Dispatch Interval DI is determined from the most recent Market Schedule made available to Market Participants after the Start Decision Cutoff from the Price-Quantity Pair for Injection for the relevant Facility f with the longest minimum time to synchronise, as specified in clause 7.4.40(g)(i)(3), as applicable:

(a) where at least one Dispatch Schedule has been made available to Market Participants that contains Dispatch Interval DI within a Trading Interval, the total MW quantity of In-Service Capacity included in the Real-Time Market Submission for energy from the relevant Facility f in the Dispatch Interval DI; or

(b) where at least one Pre-Dispatch Schedule has been made available to Market Participants that contains Dispatch Interval DI within a Trading Interval, the total MW quantity of In-Service Capacity included in the Real-Time Market Submission for energy from the relevant Facility f in the Trading Interval; or

(c) where at least one Week-Ahead Schedule has been made available to Market Participants that contains Dispatch Interval DI within a Trading Interval, the total MW quantity of In-Service Capacity included in the Real-Time Market Submission for energy from the relevant Facility f in the Trading Interval; or

(d) otherwise, zero.

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| **Explanatory Note**  Clause 7.14.1 is inserted to provide the formula for determining the Congestion Rental which BANANAS uses to calculate Energy Uplift Payments in clause 9.9.9 and is required to prepare and publish under clause 7.13.1E(e).  Clause 7.14.1 is amended to clarify the relevant Facility Classes and remove unnecessary cross references. |

Congestion Rental

7.14. Calculation of Congestion Rental

7.14.1. BANANAS must calculate for each Registered Facility and each Dispatch Interval of a Trading Day, the Congestion Rental in respect of the full set of Network Constraints. The Congestion Rental for Registered Facility f in Dispatch Interval DI is:

Where:

(a) ConstraintCoefficient(f,n,DI) is the coefficient of Registered Facility f in respect of the cleared energy quantity of Registered Facility f in Network Constraint n in Dispatch Interval DI;

(b) MarginalConstraintValue(n,DI) is the marginal value of Network Constraint n in Dispatch Interval DI; and

(c) n∈N denotes all Network Constraints applied in Dispatch Interval DI.

8 Wholesale Market Metering

Metering Data Agents

8.1. Metering Data Agents

8.1.1. There must be a Metering Data Agent for each Network.

8.1.2 Subject to clause 8.1.4, the Network Operator is also the Metering Data Agent for any Network registered by that Network Operator.

8.1.3. A Metering Data Agent must operate to the relevant Metering Protocol.

8.1.4. If the Network Operator in respect of a Network notifies BANANAS and the Network business unit of the Electricity Network Corporation that it does not wish to be the Metering Data Agent for a Network registered by that Network Operator, the Network business unit of the Electricity Network Corporation will be the Metering Data Agent for that relevant Network.

8.2. Duties of a Metering Data Agent

8.2.1. A Metering Data Agent must:

(a) keep the Meter Registry updated in accordance with clause 8.3; and

(b) provide metering data to BANANAS in accordance with clause 8.4.

Meter Registry

8.3. Meter Registry

8.3.1. Each Metering Data Agent must maintain a separate Meter Registry for each Network it serves. At a minimum, the Meter Registry for a Network must:

(a) record each meter connected to the Network;

(b) record the Market Participant(s) whose generation or consumption is measured by the meter;

(c) facilitate changes to the identity of the Market Participant(s) whose generation or consumption is measured by a meter as of a specified time;

(d) record how metered quantities are to be allocated between Market Participants if more than one Market Participant’s generation or consumption is measured by that meter.

8.3.2. In processing a Facility registration application under clause 2.31, BANANAS must notify the applicable Metering Data Agent that it requires confirmation that all Meter Registry information associated with that application is correct.

8.3.3. A Metering Data Agent must within five Business Days from the day of being notified by BANANAS in accordance with clause 8.3.2 confirm the Meter Registry information.

8.3.4 If BANANAS accepts a Facility registration or Facility deregistration, it must notify the Metering Data Agent for the relevant Network and the Metering Data Agent must, within five Business Days, ensure that the Meter Registry is adjusted accordingly.

8.3.5. A Metering Data Agent must notify BANANAS of any changes to the identities of the Market Participants whose supply or consumption is measured by a meter not less than 10 Business Days prior to the Meter Data Agent making a Meter Data Submission that reflects the changed metering arrangements.

8.3.6. BANANAS must provide a Metering Data Agent with confirmation of a notification made in accordance with clause 8.3.5 within one Business Day.

8.3.7. If a Metering Data Agent fails to receive a confirmation of receipt in accordance with clause 8.3.6 it must contact BANANAS within one Business Day to appraise BANANAS of the failure of BANANAS to provide confirmation of receipt and, if necessary, to make alternative arrangements for the submission of the information.

Meter Data Submissions

8.4. Meter Data Submission

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| **Explanatory Note**  Clause 8.4.1 is amended to require Western Power to provide Meter Data Submissions on a weekly basis to enable BANANAS to implement a weekly settlement timeline.  The Metering Code is to be amended to compliment the amendments to Chapter 8. |

8.4.1. A Metering Data Agent must provide Meter Data Submissions to BANANAS in accordance with the time specified in clause 9.3.2.

8.4.2. A Meter Data Submission must be in the format described in clause 8.6.

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| **Explanatory Note**  Clauses 8.4.3, 8.4.4 and 8.4.5 are deleted to streamline administrative processes.  The head of power in clause 8.6.2 is being amended to require BANANAS to outline these processes in a WEM Procedure. |

8.4.3. [Blank]

8.4.4. [Blank]

8.4.5. [Blank]

8.5. Notices of Disagreement and Disputed Meter Data

8.5.1. In the event of a Notice of Disagreement or Notice of Dispute that relates to meter data, BANANAS must notify the Metering Data Agent responsible for that data of the Notice of Disagreement or Notice of Dispute.

8.5.2. A Metering Data Agent must respond to the notification described in clause 8.5.1 in accordance with the Metering Protocol referred to in clause 8.1.3 and must include any revised meter data in the first Meter Data Submission made to BANANAS following any correction of the meter data.

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| **Explanatory Note**  Section 8.6 is amended to:   * replace references to the Trading Month with Trading Week to reflect the weekly settlement timeline; * require BANANAS to document processes in the procedure developed under 8.6.2 in lieu of the requirements in former clauses 8.4.3, 8.4.4 and 8.4.5; * clarifying the Meter Data Submission requirements if revised Meter Data becomes available; and * move clauses 8.6.1(f)-(h) to new clause 8.6A.1 as this information is not part of a Meter Data Submission. |

8.6. Format of Meter Data Submissions

8.6.1. A Meter Data Submission must comprise:

(a) the identity of the Metering Data Agent;

(b) the Trading Week to which the meter data relates;

(c) for each interval meter and each Trading Interval in the Trading Week in the Meter Data Submission described in paragraph (b):

i. the identity of the meter;

ii. the MWh quantity measured by the meter; and

iii. whether the quantity described in paragraph (ii) is based on an actual meter reading or an estimate, and if based on an estimate, the applicable code describing the reason for the estimate;

(d) [Blank]; and

(e) meter adjustments that stem from actual or revised meter data becoming available or from the resolution of a dispute concerning meter data (“Meter Dispute”) in accordance with the dispute resolution process in the applicable Metering Protocol, including:

i. for each interval meter and each Trading Interval in the Trading Week to which a Meter Dispute has resulted in changes to meter data:

1. the MWh quantity for that meter;

2. whether the quantity described in paragraph (1) is based on an actual meter reading or an estimate, and if based on an estimate, the applicable code describing the reason for the estimate; and

3. the applicable code describing the reason for the change in the MWh quantity relative to the previously stated value.

8.6.2. BANANAS must document in a WEM Procedure:

(a) the format of Meter Data Submissions to be provided by Metering Data Agents; and

(b) the processes that must be followed by Metering Data Agents when making Meter Data Submissions.

Meter Connection and Disconnection

8.6A. Provision of Meter Information

8.6A.1. A Metering Data Agent must provide BANANAS with the following information for each Trading Month:

(a) the number of non-interval or accumulation meters that existed at the end of the Trading Month;

(b) the number of new non-interval or accumulation meters connected during the Trading Month; and

(c) the number of non-interval or accumulation meters abolished during the Trading Month.

8.6A.2. The information referred to in clause 8.6A.1 must be provided by the Metering Data Agent no later than the Interval Meter Deadline for the first full Trading Week that occurs after the relevant Trading Month to which the information referred to in clause 8.6A.1 relates.

Metering Protocol Requirements

8.7. Metering Protocol Requirements

8.7.1. A Metering Data Agent must operate in accordance with a Metering Protocol. As a minimum a Metering Protocol must prescribe:

(a) that the Metering Data Agent maintains a Meter Registry tracking a unique identifying number for each meter and the location of that meter, and indicating which Market Participant, if any, is associated with that meter;

(b) that interval meter data is recorded for a 30 minute period starting on the hour and on the half-hour;

(c) a process for replacing missing or inaccurate metering data with estimated data to be included in Meter Data Submissions;

(d) a process for addressing metering data errors stemming from errors in meter reading, failure to read a meter and falsification;

(e) a dispute resolution process pertaining to actions taken in accordance with that Metering Protocol; and

(f) a process for modification of the Metering Protocol in the event of changes to the WEM Rules.

Support of Calculations

8.8. Support of Calculations

8.8.1. Each Metering Data Agent must provide to BANANAS within five Business Days of being requested, any of the meter information held by the Metering Data Agent that is required by BANANAS for the purposes of these WEM Rules.

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| **Explanatory Note**  Chapter 9 has been restructured for ease of reading and to reflect that there are substantial changes to settlement calculations, including due to the new ESS framework and causer pays approach to cost recovery.  In addition, the former STEM and NSTEM settlement timelines have been merged into a single settlement timeline, including with a single settlement statement, to decrease administrative burden.  Complex calculations for the following have been included in appendices:   * calculation of the runway share for Contingency Reserve Raise cost recovery and Additional RoCoF Control Requirement component of RoCoF Control Service cost recovery (Appendix 2A); * calculation of the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost recovery (Appendix 2B); and * calculation of SESSM refunds (Appendix 2C).   Clauses 9.1.2(g)(ii) and 9.13.1 are also amended by the Governance Amendments that commence on 1 July 2021 to introduce "Coordinator Fees" and "Coordinator Fee rate", as applicable. However, as Chapter 9 is deleted and replaced by the Tranches 2 and 3 Amendments, Chapter 9 only shows the Tranches 2 and 3 Amendments as they are the amending rules affecting this section (made by the Minister at the date this companion version was prepared) that will be commenced last. Please refer to the Governance Amendments to see the changes to Clauses 9.1.2(g)(ii) and 9.13.1 that will commence on 1 July 2021.  Various clauses in Chapter 9 are also amended by the October 2021 RCM Pricing Amendments, including as a result of tranche based dispatch payments for DSPs ceasing from the 2019 Reserve Capacity Cycle (i.e. from the 2021 Capacity Year), the Tranche 1 Amendments and the Miscellaneous Amendments No. 1. As Chapter 9 is deleted to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the October 2021 RCM Pricing Amendments, Tranche 1 Amendments and Miscellaneous Amendments No. 1 to see the changes to Chapter 9 that will either apply until the Tranches 2 and 3 Amendments to Chapter 9 commence, or that amend amending rules contained in the Tranches 2 and 3 Amendments. |

9. Settlement

Introduction

9.1. Conventions

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| **Explanatory Note**  Clause 9.1.1 is added to reflect that the Network Operator is a party to settlement for RoCoF cost recovery and therefore the term Market Participant is not appropriate in that case. 9.1.1 removes BANANAS from the definition of Rule Participant for Chapter 9 so BANANAS is not inadvertently captured in settlement equations. |

9.1.1. In this Chapter 9, apart from clause 9.1.3 (where Rule Participant has its ordinary meaning), a reference to "Rule Participant" is a reference to the relevant Market Participant or the relevant Network Operator as the case may be (and is not a reference to any other Rule Participant).

9.1.2. Settlement is to be based on whole Trading Days, though partial Trading Days are to be facilitated on the first and last day of a financial year and at the commencement of the market. For this purpose, BANANAS may declare that part of a Trading Day is to be treated as if that part was a full Trading Day by notice published on the WEM Website.

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| **Explanatory Note**  Clause 9.1.3(g) is amended to ensure that Market Participant Coordinator Fees are treated in the same way as Market Participant Regulator Fees for the purposes of GST. |

9.1.3. With respect to the treatment of GST:

(a) all prices, fees and other charges under these WEM Rules (other than under this clause 9.1.3) are exclusive of GST;

(b) in this clause 9.1.3, “adjustment notes”, “GST group”, “input tax credit”, “member”, “recipient created tax invoice”, “representative member”, “supply”, “tax invoice”, “taxable supply” and “valid tax invoice” each have the meaning given to the relevant term in the GST Act;

(c) where a Rule Participant makes a taxable supply to another Rule Participant or person under these WEM Rules, the other Rule Participant or person must also pay the first Rule Participant making the supply an additional amount equal to the GST payable in respect of that supply;

(d) BANANAS must include in Settlement Statements and Invoices issued under these WEM Rules the additional amounts contemplated by clause 9.1.3(c);

(e) Rule Participants must, if requested by BANANAS, do everything necessary (including entering into recipient created tax invoice agreements) to enable BANANAS to issue valid tax invoices, recipient created tax invoices and adjustment notes in respect of all taxable supplies made by or to BANANAS under these WEM Rules;

(f) however, if the additional amount paid or payable to BANANAS or a Rule Participant or another person under this clause 9.1.3 in respect of a taxable supply differs from the actual amount of GST payable by the Rule Participant under the GST Act in respect of the relevant supply, then adjustments must be made under clause 9.15 so as to ensure the additional amount paid under this clause in respect of the supply is equal to the actual amount of GST payable under the GST Act in respect of the supply; and

(g) if BANANAS determines that:

i. a party is entitled to payment of any costs or expenses by way of reimbursement or indemnity; or

ii. a price, fee or other charge payable under these WEM Rules (other than Market Participant Regulator Fees and Market Participant Coordinator Fees) is calculated with reference to a cost or expense incurred by a party,

then the payment or cost or expense (as the case may be) must exclude any part of the cost or expense which is attributable to GST for which the party (or a representative member of any GST group of which the party is a member) is entitled to an input tax credit.

9.1.4. Where these WEM Rules indicate interest is payable on an amount, interest accrues daily at the Bank Bill Rate from (and including) the date that payment was due up to (but excluding) the date of payment, or in the case of an adjusted Settlement Statement provided under clause 9.15 from (and including) the payment due date for the Invoice issued for the original Settlement Statement up to (but excluding) the actual date of payment for the Invoice issued for the adjusted Settlement Statement.

9.1.5. Except where otherwise stated, BANANAS will perform all calculations described in this chapter.

9.2. Settlement Process

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| **Explanatory Note**  Clause 9.2.1 is amended to explicitly require the relevant WEM Procedure to document the collection and distribution of Financial Penalties and the processes to be followed in relation to Default Levies and Repaid Amount Levies. |

9.2.1. BANANAS must document the settlement process in a WEM Procedure, including, but not limited to:

(a) the application of taxes and interest;

(b) the collection and distribution of Financial Penalties;

(c) the processes to be followed in relation to Notices of Disagreement and Notices of Dispute; and

(d) the processes to be followed in relation to Default Levies and Repaid Amount Levies.

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| **Explanatory Note**  Clause 9.2.2 requires BANANAS to include in a WEM Procedure the method it will use to estimate a Registered Facility’s capability to provide ESS for the purpose of calculating an ESS Enablement Quantity.  BANANAS will only use this estimation method if it considers the Market Participant’s Real-Time Submission does not accurately reflect the capability of the Registered Facility. |

9.2.2. BANANAS must document in a WEM Procedure the methodology it will use for undertaking estimates for the purposes of each of clauses 9.10.6(c)(ii), 9.10.10(c)(ii), 9.10.14(c)(ii), 9.10.22(c)(ii), 9.10.23(c)(ii) and clause 2.4(a)(ii) of Appendix 2C.

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| **Explanatory Note**  Clauses relating to settlement timelines have been moved from section 9.16 and adjusted to combine STEM and NSTEM settlement into a single timeline with a single settlement statement and invoice.  The Capacity Credit allocation window (former sections 9.4 and 9.5) is moved to Chapter 4.  A Notice of Disagreement can be submitted at any time up to 45 weeks after the Trading Week. The adjustment dates will be in the eight, thirty fifth and fifty first weeks after the Trading Week. |

9.3. Settlement Timeline

9.3.1. The settlement timeline for settlement of amounts payable under these WEM Rules for each Trading Week within a Financial Year must be published by BANANAS at least one calendar month prior to the commencement of that Financial Year. This settlement timeline must include for each Trading Week:

(a) the Interval Meter Deadline, being 5:00 PM on the seventeenth (17th) day following the end of a Trading Week;

(b) the Settlement Statement Date, being the Business Day by which BANANAS must issue Settlement Statements for a Trading Week, which Business Day must be no later than the fourth Business Day following the Interval Meter Deadline for a Trading Week;

(c) the Invoicing Date, being the Business Day by which BANANAS must issue Invoices for Settlement Statements for a Trading Week, which Business Day must be no later than the fourth Business Day following the Interval Meter Deadline for a Trading Week;

(d) the Settlement Date, being the Business Day on which the transactions covered by a Settlement Statement for a Trading Week are settled, which Business Day must be no later than the second Business Day following the date of issue of the Invoice described in clause 9.3.3(b);

(e) the commencement date for each settlement Adjustment Process for a Trading Week;

(f) each Relevant Settlement Adjustment Date for a Trading Week;

(g) each Settlement Statement Date for the Adjustment Process for a Trading Week, being the Business Day by which BANANAS must issue Settlement Statements for each Adjustment Process for a Trading Week, which Business Day is determined in accordance with clause 9.15.1(b);

(h) each Invoicing Date for the Adjustment Process for a Trading Week, being the Business Day by which BANANAS must issue Invoices for each Adjustment Process for a Trading Week, which Business Day is determined in accordance with clause 9.15.6;

(i) each Settlement Date for the Adjustment Process for a Trading Week, being the Business Day on which the transactions covered by a Settlement Statement for each Adjustment Process are settled, which Business Day is determined in accordance with clause 9.15.7; and

(j) the Settlement Disagreement Deadline.

9.3.2. Meter Data Submissions for a Trading Week must be provided to BANANAS by no later than the Interval Meter Deadline.

9.3.3. For the settlement of amounts payable under these WEM Rules for a Trading Week, BANANAS must issue to each Rule Participant:

(a) a Settlement Statement covering each of the Trading Days in the Trading Week by no later than the Settlement Statement Date for that Trading Week as published under clause 9.3.1(b); and

(b) an Invoice for the Settlement Statement described in clause 9.3.3(a) by no later than the Invoice Date for that Trading Week as published under clause 9.3.1(c);

9.3.4. The date for settlement of the transactions covered by the Settlement Statement described in clause 9.3.3(a) and the Invoice described in clause 9.3.3(b) is the Settlement Date for that Trading Week as published under clause 9.3.1(d).

9.3.5. BANANAS must undertake a process for adjusting settlements (“**Adjustment Process**”) in accordance with section 9.15 in relation to Relevant Settlement Statements. Adjustments may only be made to Relevant Settlement Statements. Adjustments may not be made to Settlement Statements outside of an Adjustment Process.

9.3.6. A Relevant Settlement Statement is any Settlement Statement in respect of a Trading Week, which Trading Week has occurred not greater than 52 weeks in the past:

(a) that requires correction resulting from a Notice of Dispute raised under section 2.19;

(b) where BANANAS has indicated under clause 9.16.9 that it will revise information in response to a Notice of Disagreement;

(c) that requires correction resulting from any revised value that BANANAS reasonably considers to be in compliance with these WEM Rules and accurate;

(d) where an adjustment is required in accordance with clause 9.1.3;

(e) for which BANANAS has revised meter data from a Metering Data Agent; or

(f) that requires correction resulting from any other relevant value that has been revised in accordance with the WEM Rules.

9.3.7. A Settlement Statement will be adjusted in accordance with the Adjustment Process if it is, at the time, a Relevant Settlement Statement on any of:

(a) "**Settlement Adjustment Date 1**" being, for a Trading Week, the Business Day in the 8th week following that Trading Week on which original Settlements Statements for another Trading Week will be issued in that week in accordance with clause 9.3.3(a);

(b) "**Settlement Adjustment Date 2**" being, for a Trading Week, the Business Day in the 35th week following that Trading Week on which original Settlements Statements for another Trading Week will be issued in that week in accordance with clause 9.3.3(a); or

(c) "**Settlement Adjustment Date 3**" being, for a Trading Week, the Business Day in the 51st week following that Trading Week on which original Settlements Statements for another Trading Week will be issued in that week in accordance with clause 9.3.3(a).

Settlement Data

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| **Explanatory Note**  Section 9.4 was intended to provide a list of all data used in the settlement equations, similar to clause 9.3.1 in the 1 September 2022 WEM Rules. Due to time constraints the proposed section (which is for information only) will not be populated as part of Tranche 6, and so the section title is amended to [Blank] to prevent any confusion, It is intended that the section will be restored and populated in a future rule change. |

9.4. [Blank]

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| **Explanatory Note**  The relevant provisions from section 6.16 have been moved to this new standalone section 9.5 detailing the Metered Schedule. |

9.5. The Metered Schedule

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| **Explanatory Note**  Interruptible Loads have been removed as they will no longer have a Metered Schedule given it is not required for ESS settlement under the new framework. However, the Non-Dispatchable Load associated with an Intermittent Load or a DSP will have a Metered Schedule so that the consumption is not included in the Notional Wholesale Meter.  The definition of "Non-Dispatchable Load" is also updated.  Further consideration is intended to be given to small DER aggregators and if/how a Metered Schedule is calculated, in particular, where ESS are provided, but not energy.  Clause 9.5.1 has also been modified to reflect the new registration taxonomy, incuding 'Facilities' under new clause 2.29.1B.  Clauses 9.5.1 and 9.5.2 are modified to reflect that Non-Dispatchable Loads are not Registered Facilities. |

9.5.1. For each Trading Interval BANANAS must determine the Metered Schedule in accordance with clause 9.5.2 for each:

(a) Scheduled Facility;

(b) Semi–Scheduled Facility;

(c) Non-Scheduled Facility; and

(d) Non-Dispatchable Load.

9.5.2. Subject to clauses 2.30B.10 and 2.30B.11, the Metered Schedule for a Trading Interval for each:

(a) Scheduled Facility;

(b) Semi-Scheduled Facility;

(c) Non-Scheduled Facility; and

(d) Non-Dispatchable Load, excluding Non-Dispatchable Loads referred to in clause 9.5.3,

is the net quantity of energy generated and sent out into the relevant Network or consumed by the Facility during that Trading Interval, Loss Factor adjusted to the Reference Node, and determined from Meter Data Submissions received by BANANAS in accordance with section 8.4 or SCADA data maintained by BANANAS in accordance with clause 7.13.1E(a)(i) where interval meter data is not available.

9.5.3. BANANAS must determine a single Metered Schedule for a Trading Interval for those Non-Dispatchable Loads without interval meters or with meters not read as interval meters that are served by Synergy where:

(a) the Metered Schedule equals the Notional Wholesale Meter value for that Trading Interval;

(b) the Notional Wholesale Meter value for a Trading Interval equals negative one multiplied by:

i. the sum of the Metered Schedules with positive quantities for that Trading Interval; plus

ii. the sum of the Metered Schedules with negative quantities for that Trading Interval,

where the Metered Schedules referred to in clauses 9.5.3(b)(i) and 9.5.3(b)(ii) exclude the Metered Schedule for the Notional Wholesale Meter.

9.5.4. BANANAS must determine the Demand Side Programme Load for a Demand Side Programme for a Trading Interval as the total net MWh quantity of energy consumed by the Associated Loads of that Demand Side Programme during the Trading Interval, determined from Meter Data Submissions and expressed as a positive non-Loss Factor adjusted value.

9.5.5. For the purpose of clauses 9.5.2 and 9.5.3, a quantity of energy generated and sent out into the relevant Network has a positive value and a quantity of energy consumed has a negative value.

9.5.6. BANANAS must calculate for each Market Participant the Consumption Share for a Trading Interval. The Consumption Share for Market Participant p in Trading Interval t is:

where:

(a) ConsumptionContributingQuantity(p,t) is the Consumption Contributing Quantity for Market Participant p in Trading Interval t as determined in clause 9.5.7; and

(b) TotalConsumptionContributingQuantity(t) is the total Consumption Contributing Quantity for all Market Participants in Trading Interval t as determined in clause 9.5.8.

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| **Explanatory Note**  Clause 9.5.7 is amended to:   * specify the exclusion of Facilities with a positive Metered Schedule in the Trading Interval through the Consumption Contributing Quantity calculation instead of the definition of “f∈p”; * clarify which Facilities are included in the calculation; and * append “and” to the end of clause 9.5.7(a). |

9.5.7. BANANAS must calculate for each Market Participant the Consumption Contributing Quantity for a Trading Interval. The Consumption Contributing Quantity for Market Participant p in Trading Interval t is:

where:

(a) f∈p denotes all Scheduled Facilities, Semi-Scheduled Facilities, Non-Scheduled Facilities and Non‑Dispatchable Loads registered to or associated with Market Participant p (including Synergy’s Notional Wholesale Meter where Synergy is Market Participant p) in Trading Interval t; and

(b) MeteredSchedule(f,t) is the Metered Schedule for facility f for Trading Interval t as calculated in accordance with clause 9.5.2 and clause 9.5.3.

9.5.8. BANANAS must calculate the total Consumption Contributing Quantity for all Market Participants for a Trading Interval. The TotalConsumptionContributingQuantity(t) for all Market Participants in Trading Interval t is:

where:

i. ConsumptionContributingQuantity(p,t) is the Consumption Contributing Quantity for Market Participant p in Trading Interval t as determined in clause 9.5.7; and

ii. p∈P denotes all Market Participants.

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| **Explanatory Note**  Sections 9.6 to 9.13 outline the settlement calculations that were formerly outlined in sections 3.4, 9.6 to 9.10 and 9.13 to 9.15.  Section 9.11 has been removed as there is no longer reconciliation settlement.  Section 9.6 outlines the calculations for the net weekly settlement amount for a Market Participant, which comprises STEM and the five former NSTEM segments.  Sections 9.7 to 9.12 are the segments for the net weekly settlement amount. These are calculated at the daily level to input into a daily net settlement amount calculated in clause 9.6.3. Daily net settlement amounts are summed to a weekly settlement amount in clause 9.6.2.  The Network Operator has been added to the net weekly settlement calculation and some of the calculations in the ESS segment (section 9.10) as it may be liable for costs associated with the RoCoF ESS (see Appendix 2B).  Section 9.13 outlines the Service Fees payable to BANANAS and the ERA. |

Settlement Calculations

9.6. Settlement Calculations - Net Settlement Amount

9.6.1. BANANAS must calculate for each Rule Participant the net settlement amount for a Trading Week.

9.6.2. The net settlement amount for BANANAS to Rule Participant p for Trading Week w is:

where:

(a) Net\_SA(p,d) is the net settlement amount calculated for BANANAS to Rule Participant p in Trading Day d in accordance with clause 9.6.3; and

(b) d∈w denotes all Trading Days d in Trading Week w.

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| **Explanatory Note**  Clause 9.6.3 is amended to use the correct term “MPF\_SA(p,d)” in the equation. |

9.6.3. The net settlement amount for BANANAS to Rule Participant p for Trading Day d is:

where:

(a) STEM\_SA(p,d) is the STEM settlement amount calculated for BANANAS to Market Participant p in Trading Day d in accordance with section 9.7;

(b) RC\_SA(p,d) is the Reserve Capacity settlement amount calculated for BANANAS to Market Participant p in Trading Day d in accordance with section 9.8;

(c) RTE\_SA(p,d) is the Real-Time Energy settlement amount calculated for BANANAS to Market Participant p in Trading Day d in accordance with section 9.9;

(d) ESS\_SA(p,d) is the Essential System Services settlement amount calculated for BANANAS to Rule Participant p in Trading Day d in accordance with section 9.10;

(e) OC\_SA(p,d) is the Outage Compensation settlement amount calculated for BANANAS to Market Participant p in Trading Day d in accordance with section 9.11; and

(f) MPF\_SA(p,d) is the Market Participant fee settlement amount calculated for BANANAS to Market Participant p in Trading Day d in accordance with section 9.12.

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| **Explanatory Note**  Section 9.7 outlines the calculations for the daily STEM settlement amount for a Market Participant. |

9.7. Settlement Calculations – STEM

9.7.1. BANANAS must calculate for each Market Participant the STEM settlement amount for a Trading Day.

9.7.2. The STEM settlement amount for BANANAS to Market Participant p for Trading Day d is:

where:

(a) STEM\_SA(p,t) is the STEM settlement amount calculated for BANANAS to Market Participant p in Trading Interval t in accordance with clause 9.7.3; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

9.7.3. The STEM settlement amount for BANANAS to Market Participant p for Trading Interval t is:

where:

(a) STEM\_Price(t) is the STEM Clearing Price for Trading Interval t as provided by BANANAS under clause 6.21.1(b);

(b) STEM\_Quantity(p,t) is the quantity of energy, details of which are provided by BANANAS under clause 6.21.1(c), purchased from, or sold to, BANANAS through the STEM by Market Participant p for Trading Interval t where a quantity sold through the STEM has a positive value, and a quantity purchased through the STEM has a negative value; and

(c) STEM\_SuspensionFlag(t) has a value of zero for Trading Interval t if BANANAS has provided a flag under clause 6.21.1(a) for that Trading Interval, and a value of one for that Trading Interval otherwise.

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| **Explanatory Note**  Section 9.8 outlines the calculations for the daily Reserve Capacity settlement amount for a Market Participant. |

9.8. Settlement Calculations - Reserve Capacity

9.8.1. BANANAS must calculate for each Market Participant the Reserve Capacity settlement amount for a Trading Day.

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| **Explanatory Note**  Section 9.8.2 is amended to replace “RCSA(p,d)” with “RC\_SA(p,d)” for consistency with the term used in clause 9.6.3. |

9.8.2. The Reserve Capacity settlement amount for Market Participant p for Trading Day d is:

where:

(a) Capacity\_Provider\_Payment(p,d) is calculated in accordance with clause 9.8.3; and

(b) Capacity\_Purchaser\_Payment(p,d) is calculated in accordance with clause 9.8.4.

9.8.3. For the purposes of clause 9.8.2, Capacity\_Provider\_Payment(p,d) for Market Participant p for Trading Day d is:

where:

(a) Participant\_Capacity\_Rebate(p,d) is the Participant Capacity Rebate payable to the Market Participant p for all Trading Intervals in Trading Day d, as determined in accordance with clause 4.29.3(d)(vii);

(b) 𝐶𝑎𝑝𝑎𝑐𝑖𝑡𝑦\_𝑃𝑎𝑦𝑚𝑒𝑛𝑡𝑠(𝑝, 𝑑) = ∑𝑓∈𝐹((𝐶𝐶(𝑓, 𝑑) – 𝐹𝑎𝑐𝑖𝑙𝑖𝑡𝑦\_𝐶𝐶𝐴(𝑓, 𝑑)) × FDR𝐶𝑃(𝑓, 𝑑))

where:

i. F is the set of all Facilities registered to Market Participant p in Trading Day d and f is a Facility within the set;

ii. CC(f,d) is the number of Capacity Credits assigned to the Facility f, registered to Market Participant p, for the Trading Day d;

iii. Facility\_CCA(f,d) is the sum of the Capacity Credits associated with the Facility f, registered to Market Participant p, for the Trading Day d that have been allocated in a Capacity Credit Allocation; and

iv. FDRCP(f,d) is the Facility Daily Reserve Capacity Price associated with the Facility f in Trading Day d;

(c) Intermittent\_Load\_Refund(p,d) is the total Intermittent Load Refund payable to BANANAS by Market Participant p in respect of each of its Intermittent Loads, deemed to be an Intermittent Load under clause 1.48.2, for Trading Day d, as determined in accordance with clause 4.29.3(dA);

(d) Supplementary\_Capacity\_Payment(p,d) is the net payment to be made by BANANAS under a Supplementary Capacity Contract to Market Participant p for Trading Day d, as specified by BANANAS in accordance with clause 4.29.3(e)(i);

(e) Capacity\_Cost\_Refund(p,d) is the Capacity Cost Refund payable to BANANAS by Market Participant p in respect of that Market Participant’s Capacity Credits for Trading Day d, as specified in clause 4.29.3(d)(vi);

(f) Over\_Allocation\_Payment(p,d) =   
max (0, Participant\_CCA(p,d) – IRCR(p,d)) × Excess\_Allocation \_Price(p,d);

(g) Participant\_CCA(p,d) is the sum of Capacity Credits allocated to Market Participant p in Trading Day d in a Capacity Credit Allocation;

(h) IRCR(p,d) is the Individual Reserve Capacity Requirement for Market Participant p for the Trading Month in which the Trading Day d falls, expressed in units of MW;

(i) Excess\_Allocation\_Price(p,d) =

0, if Participant\_CCA(p,d) = 0; and

∑c∈C (CCA(c,d) × FDRCP(f,d)) / ∑c∈C CCA(c) otherwise;

(j) C is the set of Capacity Credit Allocations made to Market Participant p in Trading Day d and c is a Capacity Credit Allocation within the set; and

(k) CCA(c,d) is the number of Capacity Credits that have been allocated in a Capacity Credit Allocation associated with the Facility f to Market Participant p in the Trading Day d.

9.8.4. For the purposes of clause 9.8.2, Capacity\_Purchaser\_Payment(p,d) for Market Participant p for Trading Day d is:

Capacity\_Purchaser\_Payment(p,d) = Targeted\_Reserve\_Capacity\_Cost(p,d) + Shared\_Reserve\_Capacity\_Cost(p,d)

where:

(a) Targeted\_Reserve\_Capacity\_Cost(p,d) =   
Targeted\_Reserve\_Capacity\_Cost(d) × Shortfall\_Share(p,d)

(b) Shared\_Reserve\_Capacity\_Cost(p,d) =   
Shared\_Reserve\_Capacity\_Cost(d) × Capacity\_Share(p,d)

(c) Targeted\_Reserve\_Capacity\_Cost(d) is the cost of Reserve Capacity to be shared amongst those Market Participants who have not had sufficient Capacity Credits allocated to them for Trading Day d where this cost is specified under clause 4.29.3(b);

(d) Shortfall\_Share(p,d) = (max(0, IRCR(p,d) – Participant\_CCA(p,d))) / ∑p∈P(max(0, IRCR(p,d) – Participant\_CCA(p,d)))

(e) Shared\_Reserve\_Capacity\_Cost(d) is the cost of Reserve Capacity to be shared amongst all Market Participants for Trading Day d where this cost is specified under clause 4.29.3(c);

(f) Capacity\_Share(p,d) = IRCR(p,d) / ∑p∈PIRCR(p,d)

(g) P is the set of all Market Participants where p is a member of that set;

(h) IRCR(p,d) is the Individual Reserve Capacity Requirement for Market Participant p for the Trading Month in which the Trading Day d falls, expressed in units of MW; and

(i) Participant\_CCA(p,d) is the sum of the Capacity Credits allocated to Market Participant p in the Trading Day d, in a Capacity Credit Allocation.

9.8.5. The net payment to be made by BANANAS under a Supplementary Capacity Contract to a person who is not a Market Participant will be settled by BANANAS in accordance with contract conditions which are not required to be consistent with other settlement processes or prudential processes under these WEM Rules.

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| **Explanatory Note**  Section 9.9 outlines the calculations for the Real-Time Energy settlement amount for a Market Participant.  Real-Time Energy settlement comprises:   * An energy trading quantity that is a function of a Market Participant’s Metered Schedules, Net Contract Position and the Reference Trading Price in a given Trading Interval (the last being the time weighted average of the relevant energy market clearing prices). * An energy uplift payable component that makes energy producing facilities whole if a binding Network Constraint causes them to be dispatched when their Marginal Offer Price is greater than the Market Clearing Price at the Reference Node. This component is derived by facility and at the Dispatch Interval level. * An energy uplift recoverable component that denotes the recoverable component of total uplift payments made to producing facilities, which is recovered on the basis of a Market Participant’s Consumption Share in a given Trading Interval. |

9.9. Settlement Calculations – Real-Time Energy

9.9.1. BANANAS must calculate for each Market Participant the Real-Time Energy settlement amount for a Trading Day.

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| **Explanatory Note**  BANANAS shall calculate the daily Real-Time Energy (RTE) Energy settlement amount for a Market Participant by aggregating Energy settlement amounts calculated over Trading Intervals in a Trading Day. |

9.9.2. The Real-Time Energy settlement amount for Market Participant p for Trading Day d is:

where:

(a) RTE\_SA(p,t) is the Real-Time Energy settlement amount calculated for BANANAS to Market Participant p for Trading Interval t in accordance with clause 9.9.3; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The Real-Time Energy settlement amount for a Market Participant for a Trading Interval is the sum of their energy trading amount and the amount of Energy Uplift Payments payable to them less the amount of Energy Uplift Payments recoverable from them. |

9.9.3. The Real-Time Energy settlement amount for Market Participant p for Trading Interval t is:

where:

(a) EnergyTradingAmount(p,t) is the energy trading amount calculated for BANANAS to Market Participant p for Trading Interval t in accordance with clause 9.9.4;

(b) EnergyUplift\_Payable(p,t) is the energy uplift amount payable to Market Participant p for Trading Interval t as calculated in accordance with clause 9.9.6; and

(c) EnergyUplift\_Recoverable(p,t) is the energy uplift recoverable from Market Participant p for Trading Interval t as calculated in accordance with clause 9.9.15.

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| **Explanatory Note**  The energy trading amount for a Market Participant for a Trading Interval is the product of the Reference Trading Price and the Market Participant’s Net Trading Quantity (i.e. Net Contract Position adjusted Metered Schedule). |

9.9.4. The energy trading amount for Market Participant p for Trading Interval t is:

where:

(a) ReferenceTradingPrice(t) is the Final Reference Trading Price for Trading Interval t; and

(b) NetTradingQuantity(p,t) is the Net Trading Quantity for Market Participant p for Trading Interval t as calculated in accordance with clause 9.9.5.

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| **Explanatory Note**  BANANAS shall calculate the Net Trading Quantity for a Market Participant in a Trading Interval as the difference between the net sum of all Metered Schedules of Registered Facilities and Non-Dispatchable Loads associated with that Market Participant in a given Trading Interval and its Net Contract Position in that Trading Interval. |

9.9.5. The Net Trading Quantity for a Market Participant p in Trading Interval t is:

where:

(a) MeteredSchedule(f,t) is the Metered Schedule for facility f for Trading Interval t as calculated in accordance with clause 9.5.2 or clause 9.5.3 as the case may be;

(b) f∈p denotes all Registered Facilities f registered to Market Participant p and all Non-Dispatchable Loads associated with Market Participant p (including Synergy’s Notional Wholesale Meter where Synergy is Market Participant p calculated in accordance with clause 9.5.3); and

(c) Net Contract Position(p,t) is the Net Contract Position for Market Participant p in Trading Interval t as calculated in accordance with clause 6.9.13.

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| **Explanatory Note**  Energy Uplift Payments are made to Market Participants in respect of their Registered Facilities, when the marginal offer price at which they are cleared is greater than the Energy Market Clearing Price (defined at the Reference Node), thereby leaving them out of pocket.  This locational price divergence is known as mispricing; the presence of mispricing can be determined by the value of a facility’s Congestion Rental. When the Congestion Rental is positive, the Registered Facility is negatively mispriced. This may mean the Registered Facility Injecting at a cost that is higher than the Energy Market Clearing Price at the Reference Node. Only energy producing facilities are eligible for Energy Uplift Payments when negative mispricing occurs.  There are additional conditions (in addition to the Congestion Rental component) that will apply when determining whether a Registered Facility is eligible to receive an Energy Uplift Payment (see section 9.9.9).  The total amount of energy uplift payable to a Market Participant in a Trading Interval is the sum of Energy Uplift Payments made in respect of all of its Registered Facilities in the trading interval. |

9.9.6. The energy uplift amount payable to Market Participant p for Trading Interval t is:

where:

(a) EnergyUpliftPayment(f,t) is the Energy Uplift Payment in respect of Registered Facility f and Trading Interval t as calculated in accordance with clause 9.9.7; and

(b) f∈p denotes all Registered Facilities f registered to Market Participant p.

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| **Explanatory Note**  BANANAS must calculate the Energy Uplift Payment for Registered Facility f in Trading Interval t as the sum of all Energy Uplift Payments to that Registered Facility in all Dispatch Intervals in Trading Interval t. |

9.9.7. The Energy Uplift Payment for Registered Facility f in Trading Interval t is:

where:

(a) EnergyUpliftPayment(f,DI) is the Energy Uplift Payments to that Registered Facility f in Dispatch Interval DI calculated in accordance with clause 9.9.8; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  BANANAS must calculate the Energy Uplift Payment for Registered Facility f in Dispatch Interval DI as the product of a binary mispricing trigger, the Uplift Price and the Uplift Quantity. |

9.9.8. The Energy Uplift Payment for Registered Facility f in Dispatch Interval DI is:

where:

(a) IsMisPriced(f,DI) is the mispricing trigger for Registered Facility f in Dispatch Interval DI determined as either 1 or 0 calculated in accordance with clause 9.9.9;

(b) EnergyUpliftPrice(f,DI) is the Energy Uplift Price for Registered Facility f in Dispatch Interval DI calculated in accordance with clause 9.9.10; and

(c) EnergyUpliftQuantity(f,DI) is the Energy Uplift Quantity for Registered Facility f in Dispatch Interval DI calculated in accordance with clause 9.9.11.

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| **Explanatory Note**  BANANAS shall calculate the Mispricing Trigger for Registered Facility f in Dispatch Interval DI.  The ClearedQuantity(f,DI)>0 condition is included to ensure that the mispricing trigger is set to zero for any Registered Facility with a negative cleared quantity (e.g. a charging battery). Without this condition a battery could be charged more than the Energy Market Clearing Price for charging.  The CongestionRental(f,DI)>0 condition indicates the Registered Facility is alleviating the binding network constraint(s).  A Registered Facility is not eligible for an Energy Uplift Payment if any of the following conditions apply:   * if the Registered Facility’s marginal offer price is less and/or equal to the Energy Market Clearing Price; * if the Registered Facility appears in a binding ramp rate constraint (i.e. its down ramp rate prevents it from reducing its output compared with what it otherwise would have output if it had an infinite Downwards Ramp Rate); or * if the Registered Facility appears in a binding ESS trapezium constraint (see clause 7.5.8(a)). This is to ensure that when a Registered Facility is generating as a result of being trapped in an ESS trapezium, it is not paid an Energy Uplift Payment unless a Congestion Rental applies even after the ESS offer has been revised to zero. |

9.9.9. The mispricing trigger for Registered Facility f in Dispatch Interval DI is:

where:

(a) ClearedQuantity(f,DI) is the cleared energy quantity for Registered Facility f in Dispatch Interval DI as recorded in the relevant Dispatch Instruction (where this quantity can be a Dispatch Target, Dispatch Cap or Dispatch Forecast);

(b) CongestionRental(f,DI) is the Congestion Rental for Registered Facility f in Dispatch Interval DI in respect of a set of Network Constraints N as calculated in accordance with clause 7.14.1;

(c) MarginalOfferPrice(f,DI) is the highest price associated with any cleared Price-Quantity Pair in respect of a Market Participant’s Real-Time Market Submission for energy that was dispatched for Registered Facility f in Dispatch Interval DI;

(d) Energy\_MCP(DI) is the Finall Energy Market Clearing Price for Dispatch Interval DI;

(e) FacilitiesInBindingDownRampRate(DI) is the set of Registered Facilities whose EOI Quantity is higher than it would otherwise be in Dispatch Interval DI as a result of a binding ramp rate constraint applied under clause 7.2.4(c); and

(f) FacilitiesInBindingESSEnablementMinimum(DI) is the set of Registered Facilities whose EOI Quantity is constrained to its Enablement Minimum value in Dispatch Interval DI, as a result of a binding Essential System Service Enablement Minimum constraint applied under clause 7.8.5(b)(i); and

(g) FacilitiesInBindingNCESS(c,DI) is the set of Registered Facilities provided under clause 5.9.1(b) for NCESS Contract c and Dispatch Interval DI.

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| **Explanatory Note**  BANANAS shall calculate the Energy Uplift Price which:   * denotes the $/MWh price that Registered Facility f must be paid to make it 'whole' and denotes the difference between its marginal offer price in a Dispatch Interval and the relevant Reference Trading Price; and * cannot be negative. |

9.9.10. The Energy Uplift Price for Registered Facility f in Dispatch Interval DI is:

where:

(a) MarginalOfferPrice(f,DI) is the highest price associated with any cleared (or scheduled) Price-Quantity Pair in respect of a Market Participant’s Real-Time Market Submission for energy that was dispatched for Registered Facility f in Dispatch Interval DI;

(b) ReferenceTradingPrice(t) is the Final Reference Trading Price for Trading Interval t containing Dispatch Interval DI.

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| **Explanatory Note**  BANANAS shall calculate the Energy Uplift Quantity for Registered Facility f in Dispatch Interval DI.  The Energy Uplift Quantity for Registered Facility f in Dispatch Interval DI denotes the quantity that f will be made 'whole' for.  The Energy Uplift Quantity is based on a Registered Facility’s Injection during the relevant Dispatch Interval.  BANANAS must estimate a Registered Facility’s Injection as a function of the Registered Facility’s 30-minute Metered Schedule and five-minute SCADA (MWh) quantities due to five-minute metered data not being available at market start.  If the 30-minute SCADA MWh total sums to zero, then BANANAS shall calculate the Registered Facility’s five-minute Injection as a time-weighted average of the Metered Schedule (to avoid a divide by zero error).  The Energy Uplift Quantity cannot be negative. |

9.9.11. The Energy Uplift Quantity for Registered Facility f in Dispatch Interval DI is:

where:

(a) is the estimate of Injection or Withdrawal in MWh for Registered Facility f for a Dispatch Interval calculated in accordance with clause 9.9.12.

9.9.12. The metered quantity estimate of Injection or Withdrawal in MWh of Registered Facility f in Dispatch Interval DI is:

where:

(a) SCADAMWh(f,DI) is the MWh Injection or Withdrawal of Registered Facility f for Dispatch Interval DI as monitored by BANANAS’s SCADA system as prepared under clause 7.13.1E(a)(i);

(b) MeteredSchedule(f,t) is the Metered Schedule for Registered Facility f for Trading Interval t as calculated in accordance with clause 9.5.2; and

(c) TotalSCADAMWh(f,t) is the total MWh Injection or Withdrawal of Registered Facility f for Trading Interval t as calculated accordance with clause 9.9.13.

9.9.13. The total MWh Injection or Withdrawal of Registered Facility f for Trading Interval t is:

where:

(a) SCADAMWh(f,DI) is the MWh Injection or Withdrawal of Registered Facility f for Dispatch Interval DI as monitored by BANANAS’s SCADA system as prepared under clause 7.13.1E(a)(i); and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The total amount of Energy Uplift Recoverable in a Trading Interval is the sum of all Energy Uplift Payments made to all Market Participants in that Trading Interval. |

9.9.14. BANANAS must calculate the total amount of energy uplift recoverable in a Trading Interval from all Energy Uplift Payments made to all Market Participants in that Trading Interval as follows:

where:

(a) EnergyUplift\_Payable(p,t) is the energy uplift amount payable to Market Participant p for Trading Interval t as calculated in accordance with clause 9.9.6; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  A Market Participant’s share of Energy Uplift Payments for cost recovery purposes is the product of all Energy Uplift Payments paid out during the Trading Interval and the Market Participant’s Trading Interval Consumption share. |

9.9.15. The energy uplift recoverable from Market Participant p for Trading Interval t is:

where:

(a) EnergyUplift\_Recoverable(t) is the total amount of energy uplift recoverable in Trading Interval t from all Energy Uplift Payments made to all Market Participants in that Trading Interval calculated in accordance with 9.9.14; and

(b) ConsumptionShare(p,t) is the Consumption Share for Market Participant p for Trading Interval t as calculated in accordance with clause 9.5.6.

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| **Explanatory Note**  The settlement equations set out below are for the following FCESS that will be scheduled and dispatched in the Real-Time Market. These include:   * Regulation Raise; * Regulation Lower; * Contingency Reserve Raise; * Contingency Reserve Lower; and * RoCoF Control Service.   System Restart Service will continue to be cost-recovered from Market Participants based on their Consumption Share.  Intermittent Loads (IMLs) (and, in particular, an Intermittent Load with multiple generation systems behind a network connection point) is not currently captured in the cost allocation methodology (applicable to Contingency Reserve Raise and RoCoF) in Appendix 2A. Intermittent Loads will be included in Appendix 2A at a later date once the registration framework is finalised. |

9.10. Settlement Calculations - Essential System Services

9.10.1. BANANAS must calculate for each Rule Participant the Essential System Service settlement amount for a Trading Day.

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| **Explanatory Note**  A Rule Participant p’s total ESS Settlement amount in Trading Day d is the:   * ESS Payable amount for Market Participant p for Trading Day d, being the sum of its Contingency Reserve Raise Payable, Contingency Reserve Lower Payable, RoCoF Control Service Payable, Regulation Payable and System Restart Payable amounts   less   * ESS Recoverable Amount for Market Participant p for Trading Day d, being the sum of Contingency Reserve Raise Recoverable, Contingency Reserve Lower Recoverable, RoCoF Control Service Recoverable, Regulation Recoverable and System Restart Recoverable amounts. |

9.10.2. The Essential System Service settlement amount for Rule Participant p for Trading Day d is:

where:

(a) ESS\_Payable(p,d) is the Essential System Service amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.3; and

(b) ESS\_Recoverable(p,d) is the Essential System Service amount recoverable from Rule Participant p for Trading Day d calculated in accordance with clause 9.10.28.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Essential System Services in Trading Day d is the sum of the following components, each calculated for Market Participant p for Trading Day d:   * Contingency Reserve Raise amount payable; * Contingency Reserve Lower amount payable; * RoCoF Control Service amount payable; * Regulation amount payable; * System Restart Services amount payable; and * FCESS uplift amount payable.   All ESS amounts payable are calculated at the Dispatch Interval level before being aggregated to Trading Interval and Trading Day amounts.  The Regulation Raise and Regulation Lower amounts payable have been added together into a single Regulation amount payable to mitigate duplicating cost recovery calculations for Regulation Raise and Regulation Lower since the same cost recovery method is used for both services (see clause 9.10.36).  In contrast, the cost recovery methods for Contingency Reserve Raise and Contingency Reserve Lower are different, because the cost is allocated to different ‘causers’ and they are calculated at different granularity.  FCESS uplift amounts are divided among the FCESS being provided by the relevant Scheduled Facility or Semi-Scheduled Facility, with each amount allocated to an FCESS being recovered using the method used to recover other costs for that FCESS. |

9.10.3. The Essential System Service amount payable to Market Participant p for Trading Day d is:

where:

(a) CR\_Payable(p,d) is the Contingency Reserve Raise amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.4;

(b) CL\_Payable(p,d) is the Contingency Reserve Lower amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.8;

(c) RCS\_Payable(p,d) is the RoCoF Control Service amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.12;

(d) Regulation\_Payable(p,d) is the Regulation amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.20;

(e) SRS\_Payable(p,d) is the System Restart Service amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.25;

(f) NCESS\_Payable(p,d) is the NCESS amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.27A; and

(g) FCESSUplift\_Payable(p,d) is the FCESS uplift amount payable to Market Participant p for Trading Day d calculated in accordance with clause 9.10.3A.

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| **Explanatory Note**  Clauses 9.10.3A to 9.10.3P implement the calculation of the FCESS Uplift Payment.  FCESS Uplift Payments are made to Market Participants in respect of their Registered Facilities, in specific circumstances where a generator may be required to run to provide a FCESS but would not otherwise be required for energy. In this situation, where the generator is required to run at its minimum generation level, it is possible that neither the energy price nor FCESS price compensate the generator for its energy opportunity cost, thereby leaving them out of pocket.  The total amount of FCESS Uplift Payment payable to a Market Participant in a Trading Day is the sum of FCESS Uplift Payments made in respect of all of its Registered Facilities in the Trading Intervals in that Trading Day. |

9.10.3A. The FCESS uplift amount payable to Market Participant p for Trading Day d is:

where:

(a) FCESSUpliftPayment(f,t) is the FCESS Uplift Payment for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.3B;

(b) f∈p denotes all Registered Facilities f registered to Market Participant p; and

(c) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The FCESS Uplift Payment for a Registered Facility in a Trading Interval is the sum of FCESS Uplift Payments made in respect of the Registered Facility in the Dispatch Intervals in that Trading Interval. |

9.10.3B. The FCESS Uplift Payment for Registered Facility f in Trading Interval t is:

where:

(a) FCESSUpliftPayment(f,DI) is the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI as calculated under clause 9.10.3H; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The following clauses calculate the Enablement Losses for a Registered Facility in respect of each individual FCESS, with the FCESS Uplift Payment for a Registered Facility in a Dispatch Interval being the maximum of the Enablement Losses calculated for the different FCESSs. Only Scheduled Facilities and Semi-Scheduled Facilities are eligible for FCESS Uplift Payments; for other Registered Facilities, both Enablement Losses and FCESS Uplift Payment amounts are set to zero.  For each FCESS, Enablement Losses are calculated in a Dispatch Interval where the Registered Facility is a Scheduled Facility or Semi-Scheduled Facility that is enabled to provide that FCESS for a quantity greater than zero, and is not deemed to be eligible for an Energy Uplift Payment (i.e. the mispricing trigger determined under clause 9.9.9 is equal to zero). The enablement quantity for each service is taken from the relevant payment calculation clause, so that it is adjusted accordingly where the Registered Facility is subject to an outage.  For an eligible Registered Facility, the Enablement Losses are the difference between its marginal energy offer price and the market clearing price for energy, multiplied by the effective Enablement Minimum for the FCESS. The effective Enablement Minimum (which must be positive) is by default the value provided by the Market Participant in its Real-Time Market Submission, but may also be an updated value determined by BANANAS under clause 7.4.52. |

9.10.3C. The Enablement Losses in respect of Contingency Reserve Raise for Registered Facility f in Dispatch Interval DI are:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. EL\_CR\_Factor(f,DI) is:

1. 1 if:

i. CR\_EnablementQuantity(f,DI), determined in accordance with clause 9.10.6(c) for Registered Facility f in Dispatch Interval DI, is greater than zero; and

ii. IsMisPriced(f,DI), determined in accordance with clause 9.9.9 for Registered Facility f in Dispatch Interval DI, is equal to zero; and

2. zero otherwise;

ii. 5/60 represents the period of a Dispatch Interval in hours;

iii. LF(f,DI) is the Loss Factor applicable to the network connection point associated with Registered Facility f in Dispatch Interval DI;

iv. EM\_CR(f,DI) is the Enablement Minimum for Contingency Reserve Raise for Registered Facility f in Dispatch Interval DI as specified in the relevant Real-Time Market Submission in accordance with clause 7.4.41(d) and updated by BANANAS, if applicable, under clause 7.4.52;

v. LFAOP(f,DI) is the Loss Factor Adjusted Price in the Price-Quantity Pair which corresponds to EM\_CR(f,DI) in the Real-Time Market Submission for energy for Registered Facility f and Dispatch Interval DI; and

vi. Energy\_MCP(DI) is the Final Energy Market Clearing Price for Dispatch Interval DI; and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3D. The Enablement Losses in respect of Contingency Reserve Lower for Registered Facility f in Dispatch Interval DI are:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. EL\_CL\_Factor(f,DI) is:

1. 1 if:

i. CL\_EnablementQuantity(f,DI), determined in accordance with clause 9.10.10(c) for Registered Facility f in Dispatch Interval DI, is greater than zero; and

ii. IsMisPriced(f,DI), determined in accordance with clause 9.9.9 for Registered Facility f in Dispatch Interval DI, is equal to zero; and

2. zero otherwise;

ii. 5/60 represents the period of a Dispatch Interval in hours;

iii. LF(f,DI) is the Loss Factor applicable to the network connection point associated with Registered Facility f in Dispatch Interval DI;

iv. EM\_CL(f,DI) is the Enablement Minimum for Contingency Reserve Lower for Registered Facility f in Dispatch Interval DI as specified in the relevant Real-Time Market Submission in accordance with clause 7.4.41(d) and updated by BANANAS, if applicable, under clause 7.4.52;

v. LFAOP(f,DI) is the Loss Factor Adjusted Price in the Price-Quantity Pair which corresponds to EM\_CL(f,DI) in the Real-Time Market Submission for energy for Registered Facility f and Dispatch Interval DI; and

vi. Energy\_MCP(DI) is the Final Energy Market Clearing Price for Dispatch Interval DI; and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3E. The Enablement Losses in respect of RoCoF Control Service for Registered Facility f in Dispatch Interval DI are:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. EL\_RCS\_Factor(f,DI) is:

1. 1 if:

i. RCS\_EnablementQuantity(f,DI), determined in accordance with clause 9.10.14(c) for Registered Facility f in Dispatch Interval DI, is greater than zero; and

ii. IsMisPriced(f,DI), determined in accordance with clause 9.9.9 for Registered Facility f in Dispatch Interval DI, is equal to zero; and

2. zero otherwise;

ii. 5/60 represents the period of a Dispatch Interval in hours;

iii. LF(f,DI) is the Loss Factor applicable to the network connection point associated with Registered Facility f in Dispatch Interval DI;

iv. EM\_RCS(f,DI) is the Enablement Minimum for RoCoF Control Service for Registered Facility f in Dispatch Interval DI as specified in the relevant Real-Time Market Submission in accordance with clause 7.4.42(b) and updated by BANANAS, if applicable, under clause 7.4.52;

v. LFAOP(f,DI) is the Loss Factor Adjusted Price in the Price-Quantity Pair which corresponds to EM\_RCS(f,DI) in the Real-Time Market Submission for energy for Registered Facility f and Dispatch Interval DI; and

vi. Energy\_MCP(DI) is the Final Energy Market Clearing Price for Dispatch Interval DI; and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3F. The Enablement Losses in respect of Regulation Raise for Registered Facility f in Dispatch Interval DI are:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. EL\_RR\_Factor(f,DI) is:

1. 1 if:

i. RR\_EnablementQuantity(f,DI), determined in accordance with clause 9.10.22(c) for Registered Facility f in Dispatch Interval DI, is greater than zero; and

ii. IsMisPriced(f,DI), determined in accordance with clause 9.9.9 for Registered Facility f in Dispatch Interval DI, is equal to zero; and

2. zero otherwise;

ii. 5/60 represents the period of a Dispatch Interval in hours;

iii. LF(f,DI) is the Loss Factor applicable to the network connection point associated with Registered Facility f in Dispatch Interval DI;

iv. EM\_RR(f,DI) is the Enablement Minimum for Regulation Raise for Registered Facility f in Dispatch Interval DI as specified in the relevant Real-Time Market Submission in accordance with clause 7.4.41(d) and updated by BANANAS, if applicable, under clause 7.4.52;

v. LFAOP(f,DI) is the Loss Factor Adjusted Price in the Price-Quantity Pair which corresponds to EM\_RR(f,DI) in the Real-Time Market Submission for energy for Registered Facility f and Dispatch Interval DI; and

vi. Energy\_MCP(DI) is the Final Energy Market Clearing Price for Dispatch Interval DI; and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3G. The Enablement Losses in respect of Regulation Lower for Scheduled Facility or Semi-Scheduled Facility f in Dispatch Interval DI are:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. EL\_RL\_Factor(f,DI) is:

1. 1 if:

i. RL\_EnablementQuantity(f,DI), determined in accordance with clause 9.10.23(c) for Registered Facility f in Dispatch Interval DI, is greater than zero; and

ii. IsMisPriced(f,DI), determined in accordance with clause 9.9.9 for Registered Facility f in Dispatch Interval DI, is equal to zero; and

2. zero otherwise;

ii. 5/60 represents the period of a Dispatch Interval in hours;

iii. LF(f,DI) is the Loss Factor applicable to the network connection point associated with Registered Facility f in Dispatch Interval DI;

iv. EM\_RL(f,DI) is the Enablement Minimum for Regulation Lower for Registered Facility f in Dispatch Interval DI as specified in the relevant Real-Time Market Submission in accordance with clause 7.4.41(d) and updated by BANANAS, if applicable, under clause 7.4.52;

v. LFAOP(f,DI) is the Loss Factor Adjusted Price in the Price-Quantity Pair which corresponds to EM\_RL(f,DI) in the Real-Time Market Submission for energy for Registered Facility f and Dispatch Interval DI; and

vi. Energy\_MCP(DI) is the Final Energy Market Clearing Price for Dispatch Interval DI; and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3H. The FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI is:

where:

(a) EnablementLosses\_CR(f,DI) is the Enablement Losses in respect of Contingency Reserve Raise for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.3C;

(b) EnablementLosses\_CL(f,DI) is the Enablement Losses in respect of Contingency Reserve Lower for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.3D;

(c) EnablementLosses\_RCS(f,DI) is the Enablement Losses in respect of RoCoF Control Service for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.3E;

(d) EnablementLosses\_RR(f,DI) is the Enablement Losses in respect of Regulation Raise for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.3F; and

(e) EnablementLosses\_RL(f,DI) is the Enablement Losses in respect of Regulation Lower for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.3G.

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| **Explanatory Note**  For cost recovery purposes, each FCESS Uplift Payment will be split between the different FCESSs provided by the relevant Registered Facility in the relevant Dispatch Interval. |

9.10.3I. The number of Frequency Co-optimised Essential System Services to be allocated a share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI is:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. EL\_CR\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3C(a)(i);

ii. EL\_CL\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3D(a)(i);

iii. EL\_RCS\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3E(a)(i);

iv. EL\_RR\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3F(a)(i); and

v. EL\_RL\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3G(a)(i); and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3J. The share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to each applicable Frequency Co‑optimised Essential System Service is:

(a) if FCESSCount(f,DI) is greater than zero:

where:

i. FCESSUpliftPayment(f,DI) is the FCESS Uplift Payment determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3H; and

ii. FCESSCount(f,DI) is the number of Frequency Co-optimised Essential System Services determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3I; and

(b) otherwise:

9.10.3K. The share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Contingency Reserve Raise is:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. FCESSUplift\_Share(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to each applicable Frequency Co‑optimised Essential System Service, determined under clause 9.10.3J; and

ii. EL\_CR\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3C(a)(i); and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3L. The share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Contingency Reserve Lower is:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. FCESSUplift\_Share(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to each applicable Frequency Co‑optimised Essential System Service, determined under clause 9.10.3J; and

ii. EL\_CL\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3D(a)(i); and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3M. The share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to the RoCoF Control Service is:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. FCESSUplift\_Share(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to each applicable Frequency Co‑optimised Essential System Service, determined under clause 9.10.3J; and

ii. EL\_RCS\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3E(a)(i); and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3N. The share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Regulation Raise is:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. FCESSUplift\_Share(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to each applicable Frequency Co‑optimised Essential System Service, determined under clause 9.10.3J; and

ii. EL\_RR\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3F(a)(i); and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

9.10.3O. The share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Regulation Lower is:

(a) if Registered Facility f is a Scheduled Facility or Semi-Scheduled Facility:

where:

i. FCESSUplift\_Share(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to each applicable Frequency Co‑optimised Essential System Service, determined under clause 9.10.3J; and

ii. EL\_RL\_Factor(f,DI) is the quantity determined for Registered Facility f in Dispatch Interval DI under clause 9.10.3G(a)(i); and

(b) if Registered Facility f is not a Scheduled Facility or Semi-Scheduled Facility:

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| **Explanatory Note**  For transparency and to support market signals, BANANAS will be required to publish FCESS Uplift Payments by Registered Facility, FCESS and Dispatch Interval. |

9.10.3P. BANANAS must, as soon as practicable after each Settlement Statement Date, publish on the WEM Website the FCESS Uplift Payment for each Scheduled Facility or Semi-Scheduled Facility for each Dispatch Interval in the relevant Trading Week, and the share of each FCESS Uplift Payment allocated to each Frequency Co-optimised Essential System Service.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Contingency Reserve Raise on Trading Day d is the sum of the amounts payable to each Registered Facility f registered to Market Participant p for providing Contingency Reserve Raise on Trading Day d.  The amount payable for Registered Facility f providing Contingency Reserve Raise on Trading Day d is equal to the sum of the amount payable for Registered Facility f providing Contingency Reserve Raise for each Trading Interval t on Trading Day d. |

9.10.4. The Contingency Reserve Raise amount payable to Market Participant p for Trading Day d is:

where:

(a) CR\_Payable(f,t) is the Contingency Reserve Raise amount payable for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.5;

(b) f∈p denotes all Registered Facilities f registered to Market Participant p; and

(c) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount payable to a Registered Facility f for providing Contingency Reserve Raise in Trading Interval t is the sum of the amount payable to the Registered Facility in each Dispatch Interval DI in Trading Interval t. |

9.10.5. The Contingency Reserve Raise amount payable for Registered Facility f in Trading Interval t is:

where:

(a) CR\_Payable(f,DI) is the Contingency Reserve Raise amount payable for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.6; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount payable to a Registered Facility f for providing Contingency Reserve Raise in Dispatch Interval DI is the sum of the:   * Contingency Reserve Raise Enablement Quantity for Registered Facility f for Dispatch Interval DI multiplied by the Contingency Raise Market Clearing Price multiplied by 5/60 (to reflect it is for a five-minute Dispatch Interval) multiplied by the Contingency Reserve Raise Performance Factor; and * Contingency Raise Availability Payment for Registered Facility f for the Dispatch Interval DI,   less the Contingency Raise SESSM Refund for the Registered Facility f for the Dispatch Interval DI (if applicable). |

9.10.6. The Contingency Reserve Raise amount payable for Registered Facility f in Dispatch Interval DI is:

where:

(a) CR\_MCP(DI) is the Final Contingency Reserve Raise Market Clearing Price for Dispatch Interval DI;

(b) 5/60 represents the period of a Dispatch Interval in hours;

(c) CR\_EnablementQuantity(f,DI) is:

i. subject to clause 9.10.6(c)(ii) the Essential System Service Enablement Quantity for Registered Facility f in Dispatch Interval DI for Contingency Reserve Raise as published under clause 7.13.1B(b); or

ii. if Registered Facility f is subject to a Planned Outage or a Forced Outage in Dispatch Interval DI and in BANANAS’s view the sum of the quantities of Contingency Reserve Raise offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f for Dispatch Interval DI does not accurately reflect Registered Facility f’s capability to provide Contingency Reserve Raise, then BANANAS’s reasonable estimate of Registered Facility f’s MW capability to provide Contingency Reserve Raise in Dispatch interval DI;

(d) CR\_PerformanceFactor(f,DI) is the relevant Facility Performance Factor for Registered Facility f in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(k);

(e) CR\_AvailabilityPayment(f,DI) is the SESSM Availability Payment to be made for Registered Facility f under each relevant SESSM Award in Dispatch Interval DI, as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(a) of Appendix 2C; and

(f) CR\_SESSMRefund(f,DI) is the refund payable by Market Participant p in respect of their Registered Facility f for Registered Facility f not meeting the SESSM Availability Requirements in Dispatch Interval DI in respect of Contingency Reserve Raise set out in each relevant SESSM Award as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(b) of Appendix 2C.

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| **Explanatory Note**  The total cost of procuring Contingency Reserve Raise in Dispatch Interval DI is the sum of the amounts payable to all Registered Facilities that provide Contingency Reserve Raise in Dispatch Interval DI.  Clause 9.10.7 is amended to clarify that the calculation only includes Registered Facilities. |

9.10.7. The Contingency Reserve Raise amount payable in Dispatch Interval DI is:

where:

(a) CR\_Payable(f,DI) is the Contingency Reserve Raise amount payable for Registered Facility f in Dispatch Interval DI calculated in accordance with clause 9.10.6;

(b) FCESSUplift\_CR(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Contingency Reserve Raise, determined under clause 9.10.3K; and

(c) f∈Facilities denotes all Registered Facilities f.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Contingency Reserve Lower in Trading Day d is the sum of the amounts payable to each Registered Facility f registered to Market Participant p for providing Contingency Reserve Lower on Trading Day d.  The amount payable for Registered Facility f providing Contingency Reserve Lower on Trading Day d is the sum of the amount payable for Registered Facility f providing Contingency Reserve Lower for each Trading Interval t on Trading Day d. |

9.10.8. The Contingency Reserve Lower amount payable to Market Participant p for Trading Day d is:

where:

(a) CL\_Payable(f,t) is the Contingency Reserve Lower amount payable for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.9;

(b) f∈p denotes all Registered Facilities f registered to Market Participant p; and

(c) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount payable for Registered Facility f providing Contingency Reserve Lower in Trading Interval t is the sum of the amount payable for Registered Facility f providing Contingency Reserve Lower in each Dispatch Interval DI in Trading Interval t. |

9.10.9. The Contingency Reserve Lower amount payable for Registered Facility f in Trading Interval t is:

where:

(a) CL\_Payable(f,DI) is the Contingency Reserve Lower amount payable for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.10; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount payable for Registered Facility f providing Contingency Reserve Lower in Dispatch Interval DI is the sum of the:   * Contingency Reserve Lower Enablement Quantity for Registered Facility f for Dispatch Interval DI multiplied by the Contingency Reserve Raise Market Clearing Price multiplied by the Contingency Lower Market Clearing Price multiplied by 5/60 (to reflect it is a five-minute Dispatch Interval) multiplied by the Contingency Reserve Lower Performance Factor; and * Contingency Reserve Lower Availability Payment for Registered Facility f for Dispatch Interval DI,   less the Contingency Reserve Lower SESSM Refund for Registered Facility f for Dispatch Interval DI (if applicable). |

9.10.10. The Contingency Reserve Lower amount payable for Registered Facility f in Dispatch Interval DI is:

where:

(a) CL\_MCP(DI) is the Final Contingency Reserve Lower Market Clearing Price for Dispatch Interval DI;

(b) 5/60 represents the period of a Dispatch Interval in hours;

(c) CL\_EnablementQuantity(f,DI) is:

i. subject to clause 9.10.10(c)(ii) the Essential System Service Enablement Quantity for Registered Facility f in Dispatch Interval DI for Contingency Reserve Lower; or

ii. if Registered Facility f is subject to a Planned Outage or a Forced Outage in Dispatch Interval DI and in BANANAS’s view the sum of the quantities of Contingency Reserve Lower offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f for Dispatch Interval DI does not accurately reflect Registered Facility f’s capability to provide Contingency Reserve Lower, then BANANAS’s reasonable estimate of Registered Facility f’s MW capability to provide Contingency Reserve Lower in Dispatch interval DI;

(d) CL\_PerformanceFactor(f,DI) is the relevant Facility Performance Factor for Registered Facility f in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(k);

(e) CL\_AvailabilityPayment(f,DI) is the SESSM Availability Payment to be made for Registered Facility f under each relevant SESSM Award in Dispatch Interval DI, as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(a) of Appendix 2C; and

(f) CL\_SESSMRefund(f,DI) is the refund payable by Market Participant p in respect of their Registered Facility f for Registered Facility f not meeting the SESSM Availability Requirements in Dispatch Interval DI in respect of Contingency Reserve Lower set out in in each relevant SESSM Award as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(b) of Appendix 2C.

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| **Explanatory Note**  The total cost of procuring Contingency Reserve Lower in Dispatch Interval DI is the sum of the amounts payable to all Registered Facilities that provide Contingency Reserve Lower in Dispatch Interval DI.  Clause 9.10.11(b) is amended to clarify that the calculation only includes Registered Facilities. |

9.10.11. The total cost of procuring Contingency Reserve Lower in Trading Interval t is:

where:

(a) CL\_Payable(f,t) is the Contingency Reserve Lower amount payable for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.9;

(b) FCESSUplift\_CL(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Contingency Reserve Lower, determined under clause 9.10.3L;

(c) f∈Facilities denotes all Registered Facilities f; and

(d) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount payable to Market Participant p for providing RoCoF Control Service on Trading Day d is the sum of the amount payable to each Registered Facility f registered to Market Participant p for providing RoCoF Control Service on Trading Day d.  The amount payable for Registered Facility f providing RoCoF Control Service on Trading Day d is equal to the sum of the amount payable for Registered Facility f providing RoCoF Control Service for each Trading Interval t on Trading Day d. |

9.10.12. The RoCoF Control Service amount payable to Market Participant p for Trading Day d is:

where:

(a) RCS\_Payable(f,t) is the RoCoF Control Service amount payable for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.13;

(b) f∈p denotes all Registered Facilities f registered to Market Participant p; and

(c) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount payable Registered Facility f providing RoCoF Control Service in Trading Interval t is the sum of the amount payable for Registered Facility providing RoCoF Control Service in each Dispatch Interval DI in Trading Interval t. |

9.10.13. The RoCoF Control Service amount payable for Registered Facility f in Trading Interval t is:

where:

(a) RCS\_Payable(f,DI) is the RoCoF Control Service amount payable for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.14; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount payable for Registered Facility f providing RoCoF Control Service in Dispatch Interval DI is the sum of:   * the RoCoF Control Service Enablement quantity for Registered Facility f for Dispatch Interval DI multiplied by the RoCoF Control Service Market Clearing Price multiplied by 5/60 (to reflect it is for a five-minute Dispatch Interval) multiplied by the RoCoF Control Service Performance Factor; and * RoCoF Control Service Availability Payment for the Registered Facility for the Dispatch Interval DI,   less the RoCoF Control Service SESSM Refund for the Registered Facility for the Dispatch Interval (if applicable). |

9.10.14. The RoCoF Control Service amount payable for Registered Facility f in Dispatch Interval DI is:

where:

(a) RCS\_MCP(DI) is the Final RoCoF Control Service Market Clearing Price for Dispatch Interval DI;

(b) 5/60 represents the period of a Dispatch Interval in hours;

(c) RCS\_EnablementQuantity(f,DI) is:

i. subject to clause 9.10.14(c)(ii) the Essential System Service Enablement Quantity for Registered Facility f in Dispatch Interval DI for RoCoF Control Service; or

ii. if Registered Facility f is subject to a Planned Outage or a Forced Outage in Dispatch Interval DI and in BANANAS’s view the sum of the quantities of RoCoF Control Service offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f for Dispatch Interval DI does not accurately reflect Registered Facility f’s capability to provide RoCoF Control Service, then BANANAS’s reasonable estimate of Registered Facility f’s MWs capability to provide RoCoF Control Service in Dispatch interval DI;

(d) RCS\_PerformanceFactor(f,DI) is the relevant Facility Performance Factor for Registered Facility f in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(k);

(e) RCS\_AvailabilityPayment(f,DI) is the SESSM Availability Payment to be made for Registered Facility f under each relevant SESSM Award in Dispatch Interval DI, as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(a) of Appendix 2C; and

(f) RCS\_SESSMRefund(f,DI) is the refund payable by Market Participant p in respect of their Registered Facility f for Registered Facility f not meeting the SESSM Availability Requirements in Dispatch Interval DI in respect of RoCoF Control Service set out in each relevant SESSM Award as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(b) of Appendix 2C.

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| **Explanatory Note**  The total cost of procuring RoCoF Control Service in Dispatch Interval DI is the sum of the amounts payable to all Registered Facilities f that provide RoCoF Control Service in Dispatch Interval DI.  Clause 9.10.15 is amended to clarify that the calculation only includes Registered Facilities. |

9.10.15. The cost of procuring RoCoF Control Service in Dispatch Interval DI is:

where:

(a) RCS\_Payable(f,DI) is the RoCoF Control Service amount payable for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.14;

(b) FCESSUplift\_RCS(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to the RoCoF Control Service, determined under clause 9.10.3M; and

(c) f∈Facilities denotes all Registered Facilities f.

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| **Explanatory Note**  The RoCoF Control Service provides the RoCoF Control Requirement. It comprises:   * Minimum RoCoF Control Requirement; and * Additional RoCoF Control Requirement.   See clause 7.5.12 for more information about the RoCoF Control Requirement.  The cost of the Minimum RoCoF Control Requirement of the RoCoF Control Service in Dispatch Interval DI is:   * the total cost of the RoCoF Control Service in Dispatch Interval DI,   multiplied by   * the Minimum RoCoF Control Requirement in Dispatch Interval DI divided by the total Minimum RoCoF Control Requirement in Dispatch Interval DI. |

9.10.16. BANANAS must calculate the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI. Subject to clause 9.10.17, the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI is:

where:

(a) RCS\_Payable(DI) is the cost of procuring RoCoF Control Service in Dispatch Interval DI as calculated in accordance with clause 9.10.15;

(b) MinRoCoFControlRequirement(DI) is the Minimum RoCoF Control Requirement in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(f); and

(c) RoCoFControlRequirement(DI) is the RoCoF Control Requirement in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(h).

9.10.17. BANANAS must calculate the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI, MinRCS\_Payable(DI), as zero if the RoCoF Control Requirement in Dispatch Interval DI is zero.

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| **Explanatory Note**  The total cost of the Minimum RoCoF Control Requirement in Trading Interval t is the sum of the total cost of the Minimum RoCoF Control Requirement for each Dispatch Interval DI in Trading Interval t. |

9.10.18. The cost associated with procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Trading Interval t is:

where:

(a) MinRCS\_Payable(DI) is the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI as calculated in accordance with clause 9.10.16; and

(b) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The cost of the Additional RoCoF Control Requirement in Dispatch Interval DI is the total cost of the RoCoF Control Service in Dispatch Interval DI less the cost of the Minimum RoCoF Control Requirement in Dispatch Interval DI. |

9.10.19. The cost of procuring the Additional RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI is:

where:

(a) RCS\_Payable(DI) is the cost of procuring RoCoF Control Service in Dispatch Interval DI as calculated in accordance with clause 9.10.15; and

(b) MinRCS\_Payable(DI) is the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI as calculated in accordance with clause 9.10.16.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Regulation on Trading Day d is the sum of the amount payable to each Registered Facility f registered to Market Participant p for providing Regulation on Trading Day d.  The amount payable for Registered Facility f providing Regulation on Trading Day d is equal to the sum of the amount payable for Facility f providing Regulation for each Trading Interval t on Trading Day d. |

9.10.20. The Regulation amount payable to Market Participant p for Trading Day d is:

where:

(a) Regulation\_Payable(f,t) is the Regulation amount payable for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.21;

(b) f∈p denotes all Registered Facilities f registered to Market Participant p; and

(c) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount payable for Registered Facility f providing Regulation in Trading Interval t is the sum of:   * the Regulation Raise amount payable for Registered Facility f in each Dispatch Interval DI in Trading Interval t; and * the Regulation Lower amount payable for Registered Facility f in each Dispatch Interval DI in Trading Interval t. |

9.10.21. The Regulation amount payable for Registered Facility f in Trading Interval t is:

where:

(a) RR\_Payable(f,DI) is the Regulation Raise amount payable for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.22;

(b) RL\_Payable(f,DI) is the Regulation Lower amount payable for Registered Facility f in Dispatch Interval DI as calculated in accordance with clause 9.10.23; and

(c) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount payable for Registered Facility f providing Regulation Raise in Dispatch Interval DI is the sum of:   * The Regulation Raise Enablement Quantity for Registered Facility f for Dispatch Interval DI multiplied by the Regulation Raise Market Clearing Price multiplied by 5/60 (to reflect it is for a five-minute Dispatch Interval) multiplied by the Performance Factor; and * Regulation Raise Availability Payment for the Registered Facility for the Dispatch Interval DI,   less the Regulation Raise SESSM Refund for the Registered Facility for the Dispatch Interval (if applicable).  The Performance Factor for Regulation Raise and Regulation Lower will be 1 at Market Start. |

9.10.22. The Regulation Raise amount payable for Registered Facility f in Dispatch Interval DI is:

where:

(a) RR\_MCP(DI) is the Final Regulation Raise Market Clearing Price for Dispatch Interval DI;

(b) 5/60 represents the period of a Dispatch Interval in hours;

(c) RR\_EnablementQuantity(f,DI) is:

i. subject to clause 9.10.22(c)(ii) the Essential System Service Enablement Quantity for Registered Facility f in Dispatch Interval DI for Regulation Raise; or

ii. if Registered Facility f is subject to a Planned Outage or a Forced Outage in Dispatch Interval DI and in BANANAS’s view the sum of the quantities of Regulation Raise offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f for Dispatch Interval DI does not accurately reflect Registered Facility f’s capability to provide Regulation Raise, then BANANAS’s reasonable estimate of Registered Facility f’s MW capability to provide Regulation Raise in Dispatch Interval DI;

(d) RR\_PerformanceFactor(f,DI) is the relevant Facility Performance Factor for Registered Facility f in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(k);

(e) RR\_AvailabilityPayment(f,DI) is the SESSM Availability Payment to be made for Registered Facility f under each relevant SESSM Award in Dispatch Interval DI, as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(a) of Appendix 2C; and

(f) RR\_SESSMRefund(f,DI) is the refund payable by Market Participant p in respect of their Registered Facility f for Registered Facility f not meeting the SESSM Availability Requirements in Dispatch Interval DI in respect of Regulation Raise set out in each relevant SESSM Award as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(b) of Appendix 2C.

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| **Explanatory Note**  The amount payable to Registered Facility f for providing Regulation Lower in Dispatch Interval DI is the sum of:   * The Regulation Lower Enablement Quantity for Registered Facility f for Dispatch Interval DI multiplied by the Regulation Lower Market Clearing Price multiplied by 5/60 (to reflect it is for a five-minute Dispatch Interval) multiplied by the Performance Factor; and * Regulation Lower Availability Payment for the Registered Facility for the Dispatch Interval DI;   less the Regulation Lower SESSM Refund for the Registered Facility for the Dispatch Interval (if applicable) |

9.10.23. The Regulation Lower amount payable for Registered Facility f in Dispatch Interval DI is:

where:

(a) RL\_MCP(DI) is the Final Regulation Lower Market Clearing Price for Dispatch Interval DI;

(b) 5/60 represents the period of a Dispatch Interval in hours;

(c) RL\_EnablementQuantity(f,DI) is:

i. subject to clause 9.10.23(c)(ii) the Essential System Service Enablement Quantity for Registered Facility f in Dispatch Interval DI for Regulation Lower; or

ii. if Registered Facility f is subject to a Planned Outage or a Forced Outage in Dispatch Interval DI and in BANANAS’s view the sum of the quantities of Regulation Lower offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f for Dispatch Interval DI does not accurately reflect Registered Facility f’s capability to provide Regulation Lower, then BANANAS’s reasonable estimate of Registered Facility f’s MW capability to provide Regulation Lower in Dispatch Interval DI;

(d) RL\_PerformanceFactor(f,DI) is the relevant Facility Performance Factor for Registered Facility f in Dispatch Interval DI as published by BANANAS under clause 7.13.1B(k);

(e) RL\_AvailabilityPayment(f,DI) is the SESSM Availability Payment to be made for Registered Facility f under each relevant SESSM Award in Dispatch Interval DI, as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(a) of Appendix 2C; and

(f) RL\_SESSMRefund(f,DI) is the refund payable by Market Participant p in respect of their Registered Facility f for Registered Facility f not meeting the SESSM Availability Requirements in Dispatch Interval DI in respect of Regulation Lower set out in each relevant SESSM Award as calculated following the steps set out in Appendix 2C and as finally calculated in clause 2.8(b) of Appendix 2C.

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| **Explanatory Note**  The total cost of procuring Regulation in Trading Interval t is the sum of the amounts payable to all Registered Facilities f that provide Regulation in Trading Interval t.  Clause 9.10.24 is amended to clarify that the calculation only includes Registered Facilities. |

9.10.24. The total cost of procuring Regulation in Trading Interval t is:

where:

(a) Regulation\_Payable(f,t) is the Regulation amount payable for Registered Facility f in Trading Interval t as calculated in accordance with clause 9.10.21;

(b) FCESSUplift\_RR(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Regulation Raise, determined under clause 9.10.3N;

(c) FCESSUplift\_RL(f,DI) is the share of the FCESS Uplift Payment for Registered Facility f in Dispatch Interval DI to be allocated to Regulation Lower, determined under clause 9.10.3O;

(d) f∈Facilities denotes all Registered Facilities f; and

(e) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount payable to Market Participant p for providing System Restart Services in Trading Day d is the sum of the amount payable to Market Participant p in each Trading Interval t in Trading Day d.  A Market Participant will provide System Restart Services on a contractual basis. |

9.10.25. The System Restart Services amount payable to Market Participant p for Trading Day d is:

where:

(a) SRS\_Payable(p,t) is the System Restart Services amount payable to Market Participant p for System Restart Services in Trading Interval t as calculated in accordance with clause 9.10.26; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount payable to Market Participant p for providing System Restart Services in Trading Interval t is the sum of the amount payable to Market Participant p for each relevant contract c in Trading Interval t.  Clause 9.10.26(a) is amended to remove the payment calculation option specified in clause 9.10.26(a)(ii), which will not be used for System Restart Service Contracts. |

9.10.26. The System Restart Services amount payable to Market Participant p for System Restart Services in Trading Interval t is:

where:

(a) SRS\_Payable(c,t) is the applicable dollar amount payable to Market Participant p in Trading Interval t for System Restart Services under each relevant System Restart Service Contract to which Market Participant p is a counterparty; and

(b) c∈p denotes all System Restart Service Contracts to which Market Participant p is a counterparty.

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| **Explanatory Note**  The total cost of procuring System Restart Services in Trading Interval t is the sum of the amounts payable to all Market Participants that provide System Restart Services in Trading Interval t. |

9.10.27. The total cost of procuring System Restart Services in Trading Interval t is:

where:

(a) SRS\_Payable(p,t) is the System Restart Services amount payable to Market Participant p for System Restart Services in Trading Interval t as calculated in accordance with clause 9.10.26; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Non-Cooptimised Essential System Services in Trading Day d is the sum of the amount payable to Market Participant p in each Trading Interval t in Trading Day d.  A Market Participant will provide Non-Cooptimised Essential System Services on a contractual basis. |

9.10.27A. The NCESS amount payable to Market Participant p for Trading Day d is:

where:

(a) NCESS\_Payable(p,t) is the NCESS amount payable to Market Participant p for NCESS in Trading Interval t as calculated in accordance with clause 9.10.27B; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Non-Cooptimised Essential System Services in Trading Interval t is the sum of the amount payable to Market Participant p in each Dispatch Interval DI in Trading Interval t. |

9.10.27B. The NCESS amount payable to Market Participant p for NCESS in Trading Interval t is:

where:

(a) NCESS\_Payable(p,DI) is the applicable dollar amount payable to Market Participant p in Dispatch Interval DI for NCESS, as calculated under clause 9.10.27C; and

(b) DI∈t denotes all Dispatch Intervals in Trading Interval t.

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| **Explanatory Note**  The amount payable to Market Participant p for providing Non-Cooptimised Essential System Services in Dispatch Interval DI is the sum of the amount payable to Market Participant p for each relevant contract c in Dispatch Interval DI. |

9.10.27C. The NCESS amount payable to Market Participant p for NCESS in Dispatch Interval DI is:

where:

(a) NCESS\_Payable(c,DI) is the applicable dollar amount payable to Market Participant p in Dispatch Interval DI for NCESS under each relevant NCESS Contract which Market Participant p has entered into with BANANAS as provided under clause 5.9.1; and

(b) c∈p denotes all NCESS Contracts to which Market Participant p is a counterparty.

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| **Explanatory Note**  The total cost of procuring Non-Cooptimised Essential System Services in Trading Interval t is the sum of the amounts payable to all Market Participants that provide Non-Cooptimised Essential System Services in Trading Interval t. |

9.10.27D. The total cost of procuring NCESS in Trading Interval t is:

where:

(a) NCESS\_Payable(p,t) is the NCESS amount payable to Market Participant p for NCESS in Trading Interval t as calculated in accordance with clause 9.10.27B; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  The amount recoverable from Rule Participant p for contributing to the Essential System Services requirement in Trading Day d is the sum of the following components, each calculated for Rule Participant p for Trading Day d:   * Contingency Reserve Raise amount recoverable; * Contingency Reserve Lower amount recoverable; * RoCoF Control Service amount recoverable; * Regulation amount recoverable; and * System Restart Services amount recoverable.   All ESS recoverable amounts are calculated at the Trading Interval level, except Contingency Reserve Raise. This is because meter data is only available at 30-minute intervals until five-minute settlement is implemented on 1 October 2025.  Contingency Reserve Raise cost recovery amounts are calculated at the Dispatch Interval level because it uses quantities calculated in the Dispatch Engine rather than metered schedules. |

9.10.28. The Essential System Service amount recoverable from Rule Participant p for Trading Day d is:

where:

(a) CR\_Recoverable(p,d) is the Contingency Reserve Raise amount recoverable from Market Participant p for Trading Day d calculated in accordance with clause 9.10.29;

(b) CL\_Recoverable(p,d) is the Contingency Reserve Lower amount recoverable from Market Participant p for Trading Day d calculated in accordance with clause 9.10.31;

(c) RCS\_Recoverable(p,d) is the RoCoF Control Service amount recoverable from Rule Participant p for Trading Day d calculated in accordance with clause 9.10.33;

(d) Regulation\_Recoverable(p,d) is the Regulation amount recoverable from Market Participant p for Trading Day d calculated in accordance with clause 9.10.35; and

(e) SRS\_Recoverable(p,d) is the System Restart Service amount recoverable from Market Participant p for Trading Day d calculated in accordance with clause 9.10.40; and

(f) NCESS\_Recoverable(p,d) is the NCESS amount recoverable from Market Participant p for Trading Day d calculated in accordance with clause 9.10.44.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Contingency Reserve Raise on Trading Day d is the sum of the amount recoverable from Market Participant p for Contingency Reserve Raise for each Trading Interval t in Trading Day d. |

9.10.29. The Contingency Reserve Raise amount recoverable from Market Participant p for Trading Day d is:

where:

(a) CR\_Recoverable(p,t) is the Contingency Reserve Raise amount recoverable from Market Participant p for Trading Interval t calculated in accordance with clause 9.10.30; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Contingency Reserve Raise in Trading Interval t is the:   * amount recoverable from Market Participant p for Dispatch Interval DI,   multiplied by   * the runway share for Market Participant p for Dispatch Interval DI summed for all Dispatch Intervals DI in Trading Interval t.   The runway share for Market Participant p is calculated in Appendix 2A. It calculates Market Participant p’s contribution to the Contingency Reserve Raise requirement.  The runway share is also used for the allocation of the Additional RoCoF Control Requirement cost calculations in Appendix 2B. |

9.10.30. The Contingency Reserve Raise amount recoverable from Market Participant p for Trading Interval t is:

where:

(a) CR\_Payable(DI) is the total cost of procuring Contingency Reserve Raise in Dispatch Interval DI calculated in accordance with clause 9.10.7;

(b) TotalRunwayShare(p,DI) is Market Participant p's share of the total cost of procuring Contingency Reserve Raise in Dispatch Interval DI as calculated following the steps set out in Appendix 2A and as finally calculated in clause 5.3 of Appendix 2A; and

(c) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Contingency Reserve Lower on Trading Day d is the sum of the amount recoverable from Market Participant p for Contingency Reserve Lower for each Trading Interval t in Trading Day d. |

9.10.31. The Contingency Reserve Lower amount recoverable from Market Participant p for Trading Day d is:

where:

(a) CL\_Recoverable(p,t) is the Contingency Reserve Lower amount recoverable from Market Participant p for Trading Interval t as calculated in accordance with clause 9.10.32; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Contingency Reserve Lower in Trading Interval t is the:   * total Contingency Lower payable amount for Trading Interval t,   multiplied by   * Market Participant p’s consumption share for Trading Interval t.   See clause 9.5.6 for the calculation of Consumption Share. |

9.10.32. The Contingency Reserve Lower amount recoverable from Market Participant p for Trading Interval t is:

where:

(a) CL\_Payable(t) is the total cost of procuring Contingency Reserve Lower in Trading Interval t as calculated in accordance with clause 9.10.11; and

(b) ConsumptionShare(p,t) is the Consumption Share for Market Participant p for Trading Interval t as calculated in accordance with clause 9.5.6.

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| **Explanatory Note**  The amount recoverable from Rule Participant p for RoCoF Control Service on Trading Day d is the sum of the amount recoverable from Rule Participant p for RoCoF Control Service for each Trading Interval t in Trading Day d. |

9.10.33. The RoCoF Control Service amount recoverable from Rule Participant p for Trading Day d is:

where:

(a) RCS\_Recoverable(p,t) is the RoCoF Control Service amount recoverable from Rule Participant p for Trading Interval t as calculated in accordance with clause 9.10.34; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount recoverable from Rule Participant p for RoCoF Control Service in Trading Interval t is the sum of the following amounts recoverable from Rule Participant p in Trading Interval t is the:   * cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service; and * total cost of procuring Additional RoCoF Control Requirement component of RoCoF Control Service.   The Minimum RoCoF Control Requirement recoverable amount for Rule Participant p in Trading Interval t is the:   * Minimum RoCoF Control Requirement payable amount for Trading Interval t   multiplied by   * the Minimum RoCoF Control Requirement share for Rule Participant p in Trading Interval t.   The Additional RoCoF Control Requirement recoverable amount for Market Participant p in Trading Interval t is the:   * Additional RoCoF Control Requirement payable amount for each Dispatch Interval DI in Trading Interval t   multiplied by   * The runway share for Market Participant p in Dispatch Interval DI summed for all Dispatch Intervals DI in Trading Interval t.   The runway share is calculated in Appendix 2A and is also used for Contingency Reserve Raise cost recovery calculations. |

9.10.34. The RoCoF Control Service amount recoverable from Rule Participant p for Trading Interval t is:

where:

(a) MinRCS\_Recoverable(p,t) is the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Trading Interval t recoverable from Rule Participant p calculated in accordance with clause 9.10.42; and

(b) AdditionalRCS\_Recoverable(p,DI) is the cost of procuring the Additional RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI recoverable from Rule Participant p calculated in accordance with clause 9.10.43; and

(c) DI∈t denotes all Dispatch Intervals DI in Trading Interval t.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Regulation on Trading Day d is the sum of the amount recoverable from Market Participant p for Regulation for each Trading Interval t in Trading Day d. |

9.10.35. The Regulation amount recoverable from Market Participant p for Trading Day d is:

where:

(a) Regulation\_Recoverable(p,t) is the Regulation amount recoverable from Market Participant p for Trading Interval t as calculated in accordance with clause 9.10.36; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Regulation in Trading Interval t is:   * Market Participant p’s share of the amount the Regulation cost in Trading Interval t,   multiplied by   * The Regulation payable amount in Trading Interval t. |

9.10.36. The Regulation amount recoverable from Market Participant p for Trading Interval t is:

where:

(a) Regulation\_Payable(t) is the total cost of Regulation for Trading Interval t as calculated in accordance with clause 9.10.24; and

(b) Regulation\_Share(p,t) is Market Participant p's share of the total cost of Regulation payable for Trading Interval t as calculated in accordance with clause 9.10.37.

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| **Explanatory Note**  The Regulation share for Market Participant p in Trading Interval t is the:   * Regulation contributing quantity for Market Participant p in Trading Interval t,   divided by   * total Regulation contributing quantity for Trading Interval t. |

9.10.37. Market Participant p's share of the total cost of Regulation payable for Trading Interval t is:

where:

(a) RegulationContributingQuantity(p,t) is the quantity calculated in accordance with clause 9.10.38; and

(b) RegulationContributingQuantity(t) is the quantity calculated in accordance with clause 9.10.39.

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| **Explanatory Note**  The Regulation contributing quantity for Market Participant p in Trading Interval t is the sum of the absolute values of the Metered Scheduled for the following Registered Facilities registered to Market Participant p in Trading Interval t:   * Semi-scheduled Facilities; * Non-scheduled Facilities; and * Non-Dispatchable Loads.   Note, Synergy’s Notional Wholesale Meter is treated as a single Non-Dispatchable Load (see clause 9.5.3). |

9.10.38. Market Participant p’s Regulation contributing quantity in Trading Interval t is:

where:

(a) MeteredSchedule(SSF,t) is the Metered Schedule of Semi-Scheduled Facility, SSF, in Trading Interval t;

(b) SSF∈p denotes all Semi-Scheduled Facilities, SSF, registered to Market Participant p;

(c) MeteredSchedule(NSF,t) is the Metered Schedule of Non–Scheduled Facility, NSF, in Trading Interval t;

(d) NSF∈p denotes all Non-Scheduled Facilities, NSF, registered to Market Participant p;

(e) MeteredSchedule(NDL,t) is the Metered Schedule of Non-Dispatchable Load, NDL, in Trading Interval t; and

(f) NDL∈p denotes all Non-Dispatchable Loads, NDL, associated with Market Participant p (including Synergy’s Notional Wholesale Meter where Synergy is Market Participant p).

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| **Explanatory Note**  The Regulation contributing quantity for Trading Interval t is the sum of the Regulation contributing quantity for each Market Participant p in Trading Interval t. |

9.10.39. The Regulation contributing quantity in Trading Interval t is:

where:

(a) RegulationContributingQuantity(p,t) is Market Participant p’s Regulation contributing quantity in Trading Interval t calculated in accordance with clause 9.10.38; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  The amount recoverable from Market Participant p for System Restart Services on Trading Day d is the sum of the amount recoverable from Market Participant p for System Restart Services for each Trading Interval t in Trading Day d. |

9.10.40. The System Restart Service amount recoverable from Market Participant p for Trading Day d is:

where:

(a) SRS\_Recoverable(p,t) is the System Restart Service amount recoverable from Market Participant p for Trading Interval t in accordance clause 9.10.41; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount recoverable from Market Participant p for System Restart Services in Trading Interval t is the:   * total System Restart payable amount for Trading Interval t,   multiplied by   * Market Participant p’s Consumption Share for Trading Interval t. |

9.10.41. The System Restart Service amount recoverable from Market Participant p for Trading Interval t is:

where:

(a) SRS\_Payable(t) is the total cost of procuring System Restart Services in Trading Interval t as calculated in accordance with clause 9.10.27; and

(b) ConsumptionShare(p,t) is the Consumption Share for Market Participant p in Trading Interval t as calculated in accordance with clause 9.5.6.

9.10.42. The cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service recoverable from Rule Participant p in Trading Interval t is:

where:

(a) MinRCS\_Payable(t) is the total cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Trading Interval t as calculated in accordance with clause 9.10.18; and

(b) MinRCSShare(p,t) is Rule Participant p's share of the cost of procuring the Minimum RoCoF Control Requirement component of RoCoF Control Service in Trading Interval t as calculated following the steps set out in Appendix 2B and as finally calculated in clause 2.8 of Appendix 2B.

9.10.43. The cost of procuring the Additional RoCoF Control Requirement component of RoCoF Control Service recoverable from Rule Participant p in Dispatch Interval DI is:

where:

(a) AdditionalRCS\_Payable(DI) is the total cost of procuring the Additional RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI as calculated in accordance with clause 9.10.19; and

(b) TotalRunwayShare(p,DI) is Market Participant p's share of procuring the Additional RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI as calculated following the steps set out in Appendix 2A and as finally calculated in clause 5.3 of Appendix 2A.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Non-Cooptimised Essential System Services on Trading Day d is the sum of the amount recoverable from Market Participant p for Non-Cooptimised Essential System Services for each Trading Interval t in Trading Day d. |

9.10.44. The NCESS amount recoverable from Market Participant p for Trading Day d is:

where:

(a) NCESS\_Recoverable(p,t) is the NCESS amount recoverable from Market Participant p for Trading Interval t in accordance with clause 9.10.45; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount recoverable from Market Participant p for Non-Cooptimised Essential System Services in Trading Interval t is the:   * total NCESS payable amount for Trading Interval t,   multiplied by   * Market Participant p’s Consumption Share for Trading Interval t. |

9.10.45. The NCESS amount recoverable from Market Participant p for Trading Interval t is:

where:

(a) NCESS\_Payable(t) is the total cost of procuring NCESS in Trading Interval t as calculated in accordance with clause 9.10.27D; and

(b) ConsumptionShare(p,t) is the Consumption Share for Market Participant p in Trading Interval t as calculated in accordance with clause 9.5.6.

9.11. Settlement Calculations - Outage Compensation

9.11.1. BANANAS must calculate for each Market Participant the Outage Compensation settlement amount for a Trading Day. Outage Compensation must be settled in the first Adjustment Process following the date on which a determination is made under clause 3.18H.5 that Outage Compensation is payable to a Market Participant.

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| **Explanatory Note**  The amount payable for Outage Compensation for Market Participant p in Trading Day d is the:   * Outage Compensation to be paid to Market Participant in Trading Day d as calculated in accordance with 3.18H.5,   less   * the amount of outage compensation recoverable from Market Participant p in Trading Day d. |

9.11.2. The Outage Compensation settlement amount for Market Participant p for Trading Day d is:

where:

(a) OC\_Payable(p,d) is the Outage Compensation payable to Market Participant p for Trading Day d calculated in accordance with clause 9.11.3; and

(b) OC\_Recoverable(p,d) is the amount recoverable in respect of Outage Compensation from Market Participant p for Trading Day d calculated in accordance with clause 9.11.6.

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| **Explanatory Note**  The amount of Outage Compensation payable to Market Participant p in Trading Day d is the sum of the amount payable to Market Participant p for each Trading Interval t in Trading Day d. |

9.11.3. The Outage Compensation payable to Market Participant p for Trading Day d is:

where:

(a) OC\_Payable(p,t) is the Outage Compensation payable to Market Participant p for Trading Interval t and is calculated in accordance with clause 9.11.4; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount of Outage Compensation payable to Market Participant p in Trading Interval t is the sum of the amount payable for each Registered Facility registered to Market Participant p in Trading Interval t. |

9.11.4. The Outage Compensation payable to Market Participant p for Trading Interval t is:

where:

(a) OC\_Payable(f,t) is the Outage Compensation payable for Registered Facility f in Trading Interval t as calculated under clause 3.18H.5(a); and

(b) f∈p denotes all Registered Facilities f registered to Market Participant p.

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| **Explanatory Note**  The total amount of Outage Compensation payable for Trading Interval t is the sum of the amount payable to all Market Participants in Trading Interval t. |

9.11.5. The total Outage Compensation payable for Trading Interval t is:

where:

(a) OC\_Payable(p,t) is the Outage Compensation payable to Market Participant p for Trading Interval t; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  The amount of Outage Compensation recoverable from Market Participant p in Trading Day d is the sum of the amount recoverable from Market Participant p for each Trading Interval t in Trading Day d. |

9.11.6. The Outage Compensation recoverable from Market Participant p for Trading Day d is:

where:

(a) OC\_Recoverable (p,t) is the Outage Compensation recoverable from Market Participant p for Trading Interval t as calculated in accordance with clause 9.11.7; and

(b) t∈d denotes all Trading Intervals t in Trading Day d.

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| **Explanatory Note**  The amount of Outage Compensation recoverable from Market Participant p in Trading Day d is the:   * Total amount of Outage Compensation payable in Trading Day t,   multiplied by   * the Consumption Share Market of Participant p in Trading Day t. |

9.11.7. The amount recoverable in respect of Outage Compensation from Market Participant p for Trading Interval t is:

where:

(a) OC\_Payable(t) is the total Outage Compensation payable in Trading Interval t as calculated in accordance with clause 9.11.5; and

(b) ConsumptionShare(p,t) is the amount for Market Participant p in Trading Interval t as calculated in a accordance with clause 9.5.6.

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| **Explanatory Note**  Sections 9.12 and 9.13 are amended to account for changes to the WEM governance arrangements that commenced on 1 July 2021.  Clauses 9.12.2, 9.12.3, 9.12.4, 9.12.4A, 9.13.2, 9.13.3 and 9.13.4 are also amended to apply negative signs to charges and recoverable amounts consistently with their application in other settlement clauses (i.e. at the ‘highest level variable’). |

9.12. Settlement Calculations - Market Participant Market Fees, Market Participant Coordinator Fees and Market Participant Regulator Fees

9.12.1. BANANAS must calculate for each Market Participant the Market Participant fee settlement amount for a Trading Day.

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| **Explanatory Note**  The amount payable by Market Participant p for Market Participant fees in Trading Day d is the sum of the:   * Market Participant Market Fees settlement amount for Market Participant p for Trading Day d; * Market Participant Regulator Fees settlement amount for Market Participant p for Trading Day d; and * Market Participant Coordinator Fees settlement amount for Market Participant p for Trading Day d |

9.12.2. The applicable Market Participant fee settlement amount for Market Participant p for Trading Day d is:

where:

(a) MPMF\_SA(p,d) is the Market Participant Market Fees settlement amount for Market Participant p for Trading Day d calculated in accordance with clause 9.12.3;

(b) MPRF\_SA(p,d) is the Market Participant Regulator Fees settlement amount for Market Participant p for Trading Day d calculated in accordance with clause 9.12.4; and

(c) MPCF\_SA(p,d) is the Market Participant Coordinator Fees settlement amount for Market Participant p for Trading Day d calculated in accordance with clause 9.12.4A.

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| **Explanatory Note**  The amount payable by Market Participant p for Market Participant Market Fees for Trading Day d is the:   * Negative Market Participant Market Fee rate for Trading Day d   multiplied by   * Participant Contribution for Market Participant p for Trading Day d.   The Market Participant Market Fee rate is negative to reflect this is an amount paid by the Market Participant. |

9.12.3. The Market Participant Market Fees settlement amount for Market Participant p for Trading Day d is:

where:

(a) MarketFeeRate(d) is the charge per MWh for BANANAS’s services determined as the Market Participant Market Fee rate in accordance with clause 2.24.2 for the year in which Trading Day d falls; and

(b) ParticipantContribution(p,d) is calculated in accordance with clause 9.12.5.

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| **Explanatory Note**  The amount payable by Market Participant p for Market Participant Regulator Fees for Trading Day d is the:   * Negative Market Participant Regulator Fee rate for Trading Day d,   multiplied by   * Participant Contribution for Market Participant p for Trading Day d.   The Market Participant Regulator Fee rate is negative to reflect this is an amount paid by the Market Participant. |

9.12.4. The Market Participant Regulator Fees settlement amount for Market Participant p for Trading Day d is:

where:

(a) RegulatorFeeRate(d) is the charge per MWh for funding the Economic Regulation Authority’s activities with respect to the Wholesale Electricity Market and other functions under these WEM Rules and the Regulations determined as the Market Participant Regulator Fee rate in accordance with clause 2.24.2 for the year in which Trading Day d falls; and

(b) ParticipantContribution(p,d) is calculated in accordance with clause 9.12.5.

9.12.4A. The Market Participant Coordinator Fees settlement amount for Market Participant p for Trading Day d is:

where:

(a) CoordinatorFeeRate(d) is the charge per MWh for funding the Coordinator’s activities with respect to the Wholesale Electricity Market and other functions under these WEM Rules and the Regulations determined as the Market Participant Coordinator Fee rate in accordance with clause 2.24.2 for the year in which Trading Day d falls; and

(b) ParticipantContribution(p,d) is calculated in accordance with clause 9.12.5.

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| **Explanatory Note**  The Participant Contribution for Market Participant p for Trading Day d is the absolute value of the Metered Schedule for facility f in Trading Interval t, summed for all facilities associated with Market Participant p for all Trading Intervals t in Trading Day d.  BANANAS will calculate a Metered Schedule for all facilities (being Registered Facilities and non-registered facilities, including Non-Dispatchable loads). See clauses 9.5.2 and 9.5.3. |

9.12.5. The Participant Contribution for Market Participant p in Trading Day d is:

where:

(a) MeteredSchedule(f,t) is the Metered Schedule for facility f in Trading Interval t;

(b) t∈d denotes all Trading Intervals t in Trading Day d; and

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| **Explanatory Note**  The definition of f∈p will need to be reviewed after registration taxonomy is final, to ensure every connection point is captured once and only once. At the moment this is not the case with current definition of Non-Dispatchable Loads. |

(c) f∈p denotes all Registered Facilities f registered to Market Participant p and all Non-Dispatchable Loads associated with Market Participant p (including Synergy’s Notional Wholesale Meter where Synergy is Market Participant p calculated in accordance with clause 9.5.3).

9.13. Settlement Calculations - Service Fees

9.13.1. BANANAS must determine a Service Fee Settlement Amount for a Trading Day payable to BANANAS, to the Coordinator, to the Economic Regulation Authority and to the Coordinator.

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| **Explanatory Note**  The Service Fee Settlement Amount payable to BANANAS for Trading Day d is the sum of the negative Market Participant Market Fee settlement amounts for each Market Participant p in Trading Day d.  The Market Participant Market Fee settlement amount is negative as it is a payment made by the Market Participant to BANANAS. |

9.13.2. The Service Fee Settlement Amount payable to BANANAS for Trading Day d is:

where:

(a) MPMF\_SA(p,d) is the Market Participant Market Fees settlement amount for Market Participant p for Trading Day d as calculated in clause 9.12.3; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  The Service Fee Settlement Amount payable to the Economic Regulation Authority for Trading Day d is the sum of the negative Market Participant Regulator Fees settlement amounts for each Market Participant p in Trading Day d.  The negative Market Participant Regulator Fees settlement amount is negative as it is a payment made by the Market Participant to BANANAS. |

9.13.3. The Service Fee Settlement Amount payable to the Economic Regulation Authority for Trading Day d is:

where:

(a) MPRF\_SA(p,d) is the Market Participant Regulator Fees settlement amount for Market Participant p for Trading Day d as calculated in clause 9.12.4; and

(b) p∈P denotes all Market Participants.

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| **Explanatory Note**  The Service Fee Settlement Amount payable to the Coordinator for Trading Day d is the sum of the negative Market Participant Coordinator Fees settlement amounts for each Market Participant p in Trading Day d.  The negative Market Participant Coordinator Fees settlement amount is negative as it is a payment made by the Market Participant to BANANAS. |

9.13.4 The Service Fee Settlement Amount payable to the Coordinator for Trading Day d is:

where:

(a) MPCF\_SA(p,d) is the Market Participant Coordinator Fees settlement amount for Market Participant p for Trading Day d as calculated in clause 9.12.4A; and

(b) p∈P denotes all Market Participants.

Settlement Statements

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| **Explanatory Note**  A Settlement Statement will be provided to the Network Operator as it will be liable for RoCoF Control Service costs unless it has demonstrated its ability to ride through the RoCoF Safe Limit (see Appendix 2B).  The STEM and NSTEM Settlement Statements have been merged into a single Settlement Statement. New items have been added as required (for example, EnergyUplift Payments). |

9.14. Settlement Statements

9.14.1. BANANAS must provide Settlement Statements to Market Participants and to each Network Operator in accordance with the settlement timeline in section 9.3.

9.14.2. A Settlement Statement must include:

(a) details of the Trading Days to which the Settlement Statement relates;

(b) details of the Rule Participant to which the Settlement Statement relates;

(c) for each Dispatch Interval of each Trading Day to which the Settlement Statement relates:

i. cleared energy quantity in MW as recorded in the relevant Dispatch Instruction (where this quantity can be a Dispatch Target, Dispatch Cap or Dispatch Forecast);

ii. the value of all Energy Uplift Payments made for the Market Participant for each of its Registered Facilities including the Energy Uplift Price and Energy Uplift Quantity for each Registered Facility;

iii. the Final Energy Market Clearing Price;

iv. the value of all final Market Clearing Prices of all Frequency Co-optimised Essential System Services;

(d) for each Trading Interval of each Trading Day to which the Settlement Statement relates:

i. for a Market Participant:

1. the STEM clearing Price;

2. the STEM quantity scheduled for the Market Participant; and

3. the STEM settlement amount for the Market Participant for the Trading Interval calculated in accordance with clause 9.7.3, where this may be a positive amount, negative amount or a zero amount;

ii. the Bilateral Contract quantities for the Market Participant;

iii. the Net Contract Position of the Market Participant;

iv. the meter reading for each facility associated with the Market Participant (other than any meters associated with the Notional Wholesale Meter);

v. in the case of Synergy:

1. Notional Wholesale Meter values; and

2. the total quantity of energy deemed to have been supplied by its Registered Facilities;

vi. for a Market Participant, the value of the Final Reference Trading Price; and

vii. the Net Trading Quantity for the Market Participant;

(e) details of amounts calculated for the Rule Participant for a Trading Day under sections 9.6 and sections 9.8 to 9.12 with respect to, as applicable:

i. net settlement amount;

ii. Reserve Capacity settlement amount;

iii. Real-Time Energy settlement amount;

iv. Essential System Services settlement amount;

v. Outage Compensation settlement amount; and

vi. Market Participant Market Fees and Market Participant Regulator Fees settlement amounts;

(f) details of any Capacity Credits allocated to the Market Participant from another Market Participant in accordance with sections 4.30 and 4.31;

(g) details of any Capacity Credits allocated to another Market Participant from the Market Participant in accordance with sections 4.30 and 4.31;

(h) details of any reductions in payments in the preceding Trading Week under clause 9.20.4 as a result of a Rule Participant being in default;

(i) details of any payments to the Rule Participant as a result of BANANAS recovering funds not paid to the Rule Participant in previous Trading Weeks under clause 9.20.4 as a result of a Rule Participant being in default;

(j) in regard to Default Levy re-allocations, as defined in accordance with clause 9.20.11:

i. the total amount of Default Levy paid by that Rule Participant during the Financial Year, with supporting calculations;

ii. the adjusted allocation of those Default Levies to be paid by that Rule Participant, with supporting calculations; and

iii. the net adjustment be made;

(k) details of any amounts to be distributed to a Market Participant under section 9.21 for the Trading Week;

(l) whether the statement is an adjusted Settlement Statement and replaces a previously issued Settlement Statement;

(m) in the case of an adjusted Settlement Statement, details of all adjustments made to a previously issued Settlement Statement relative to the first Settlement Statement issued for that Trading Week with an explanation of the reasons for the adjustments;

(n) the net dollar amount owed by the Rule Participant to BANANAS for the billing period (i.e. the Trading Days covered by the Settlement Statement) where this may be a positive amount, a negative amount or a zero amount as the case may be;

(o) any interest applied in accordance with clause 9.1.4; and

(p) all applicable taxes.

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| **Explanatory Note**  The adjustment process has been amended so there are three adjustment days, calculated by reference to the number of weeks following the Trading Week:   * Adjustment 1 – 8 weeks * Adjustment 2 – 35 weeks * Adjustment 3 – 51 weeks   The day of adjustment will be the same day as the Settlement Date in a given week.  There will be a single Notice of Disagreement Deadline at 45 weeks.  New clauses 9.15.8, 9.15.9 and 9.15.10 are included to account for situations where the Service Settlement Fee Amounts are reduced in an Adjustment Process, leaving BANANAS, the Coordinator and the ERA owing money back to the market. The drafting implements more flexible arrangements for the Coordinator and the ERA (e.g. allowing for those parties to make the repayment themselves instead of requiring BANANAS to make the payments on their behalf), and also now cover the need for BANANAS to repay the market in these situations. |

9.15. Adjustment Process

9.15.1. When undertaking an Adjustment Process BANANAS must:

(a) recalculate the amounts included in the Relevant Settlement Statements in accordance with this Chapter 9 but taking into account any:

i. revised meter data which has been provided by Metering Data Agents;

ii. actions arising from a Notice of Disagreement;

iii. resolution of a Notice of Dispute;

iv. revised Market Participant Market Fee rate or Market Participant Regulator Fee rate;

v. adjustment required for GST purposes under clause 9.1.3;

vi. revised value that BANANAS reasonably considers to be in compliance with these WEM Rules and accurate; and

vii. other relevant value that has been revised in accordance with the WEM Rules; and

(b) provide adjusted Settlement Statements to Rule Participants for Relevant Settlement Statements on the Relevant Settlement Adjustment Date.

9.15.2. Where BANANAS decides that it will use a revised value, as contemplated under clause 9.15.1(a)(vi), in the final adjusted Settlement Statement (to be issued on Settlement Adjustment Date 3 for a Trading Week), BANANAS must, as soon as practicable, notify the relevant Rule Participant of the proposed revised value and the reason for its decision.

9.15.3. Subject to clause 9.15.4, an adjusted Settlement Statement must be in the same form as the original Settlement Statement, but where data is modified between the issuance of the original Settlement Statement and the adjusted Settlement Statement, BANANAS must record adjusted settlement values in the adjusted Settlement Statement and provide an explanation of any changes on request.

9.15.4. An adjusted Settlement Statement must include details of the adjustment to be paid by or to the Rule Participant, being:

(a) the adjustment which will need to be paid by or to the Rule Participant to put the Rule Participant in the position it would have been in at the time payment was made in respect of the original Settlement Statement if the adjusted Settlement Statement had been issued as the original Settlement Statement (but taking into account any adjustments previously made under this section 9.15); plus

(b) interest on the amount referred to in clause 9.15.4(a) calculated in accordance with clause 9.1.4.

9.15.5. In recalculating amounts as part of an Adjustment Process, BANANAS may use the version of the settlement calculation software current at the time of the recalculation.

9.15.6. At the same time as BANANAS provides a Rule Participant with an adjusted Settlement Statement under clause 9.15.1(b), it must also provide that Rule Participant with an Invoice reflecting the adjusted Settlement Statement and the amounts referred to in clause 9.15.4.

9.15.7. The Settlement Date for a Settlement Statement issued under clause 9.15.1(b) is the date upon which transactions covered by that Settlement Statement are settled and must be no later than the second Business Day following the date of issue of the Invoice described in clause 9.15.6.

9.15.8. If, for an Adjustment Process, the Service Fee Settlement Amount payable to BANANAS under clause 9.13.2 based on the adjusted Market Participant Market Fees settlement amount is less than the Service Fee Settlement Amount payable to BANANAS under clause 9.13.2 for the last Settlement Statement for that period, BANANAS must make available the shortfall amount from the fund established under clause 9.18.9 for the purpose of meeting BANANAS’s obligations under clause 9.18.8.

9.15.9. BANANAS and the Economic Regulation Authority must agree and implement an arrangement to apply for any Adjustment Process where the Service Fee Settlement Amount payable to the Economic Regulation Authority under clause 9.13.3 based on the adjusted Market Participant Regulator Fees settlement amount is less than the Service Fee Settlement Amount payable to the Economic Regulation Authority under clause 9.13.3 for the last Settlement Statement for that period. The arrangement must require:

(a) the Economic Regulation Authority to return the shortfall amount to BANANAS by 10:00 AM on the relevant Settlement Date; and

(b) BANANAS, if the Economic Regulation Authority fails to provide the shortfall amount to BANANAS by 10:00 AM on the relevant Settlement Date, to make available the shortfall amount from the fund established under clause 9.18.9 for the purpose of meeting BANANAS’s obligations under clause 9.18.8.

9.15.10. BANANAS and the Coordinator must agree and implement an arrangement to apply for any Adjustment Process where the Service Fee Settlement Amount payable to the Coordinator under clause 9.13.4 based on the adjusted Market Participant Coordinator Fees settlement amount is less than the Service Fee Settlement Amount payable to the Coordinator under clause 9.13.4 for the last Settlement Statement for that period. The arrangement must require:

(a) the Coordinator to return the shortfall amount to BANANAS by 10:00 AM on the relevant Settlement Date; and

(b) BANANAS, if the Coordinator fails to provide the shortfall amount to BANANAS by 10:00 AM on the relevant Settlement Date, to make available the shortfall amount from the fund established under clause 9.18.9 for the purpose of meeting BANANAS’s obligations under clause 9.18.8.

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| **Explanatory Note**  There will be a single deadline for Notices of Disagreements, being the 45th week after the Trading Week.  A Rule Participant can only lodge a Notice of Disagreement in relation to an Original Settlement Statement or an Adjusted Settlement Statement from Adjustment 1 or Adjustment 2. |

9.16. Notices of Disagreement

9.16.1. A Rule Participant may under this section 9.16 issue a Notice of Disagreement in respect of a Settlement Statement by the relevant Settlement Disagreement Deadline.

9.16.2. The Settlement Disagreement Deadline for a Trading Week is 5:00 PM on the first Business Day of the forty-fifth (45th) week following that Trading Week. A Rule Participant has until this time to lodge a Notice of Disagreement with BANANAS pertaining to any amount related to the relevant Settlement Statement for that Trading Week including, for the avoidance of doubt, an adjusted Settlement Statement in relation to that Trading Week issued on any of Settlement Adjustment Date 1 or Settlement Adjustment Date 2.

9.16.3. A Notice of Disagreement must be submitted to BANANAS in accordance with the WEM Procedure specified in clause 9.2.1.

9.16.4. Upon receipt of a Notice of Disagreement, BANANAS must confirm receipt within one Business Day.

9.16.5. A Notice of Disagreement must include:

(a) details of the Settlement Statement and Trading Day to which the Notice of Disagreement relates;

(b) details of the Rule Participant to which the Notice of Disagreement relates; and

(c) a list of information in the Settlement Statement with which the Rule Participant disagrees, including:

i. the reason for the disagreement; and

ii. what the Rule Participant believes the correct value should be, if this is known,

and must comply with any format that may be specified in the WEM Procedure specified in clause 9.2.1.

9.16.6. BANANAS may, if it reasonably considers it is required to assess or resolve a Notice of Disagreement, request clarification or further information regarding any aspect of the Notice of Disagreement submitted under this section 9.16 from the submitting Rule Participant. A Rule Participant must comply with a request under this clause 9.16.6.

9.16.7. If a Notice of Disagreement relates to information provided to BANANAS by a Metering Data Agent or SCADA data provided by a Network Operator then as soon as practicable, but not later than five Business Days after BANANAS confirms receipt of the Notice of Disagreement, BANANAS must:

(a) notify the Metering Data Agent or Network Operator (as applicable) of any item of information provided by them to which the Notice of Disagreement relates;

(b) notify the Metering Data Agent or Network Operator (as applicable) of the time and date by which BANANAS requires a response, where the date is to be no later than 60 days after the date on which BANANAS confirmed receipt of the Notice of Disagreement; and

(c) require the Metering Data Agent or Network Operator (as applicable) to investigate the accuracy of the item and to provide a response by the time specified under clause 9.16.7(b):

i. reporting on the actions taken to investigate the accuracy of the item; and

ii. if applicable, providing a revised value for the item that the Metering Data Agent or Network Operator (as applicable) considers to be in compliance with these WEM Rules and accurate.

9.16.8. If a Notice of Disagreement relates to any item of information developed by BANANAS, then:

(a) if the information relates to values that are inputs to the settlement process BANANAS must determine a value for the item, which may be a revised value, that it reasonably considers to be in compliance with these WEM Rules and accurate; or

(b) if the information relates to values that are outputs to the settlement process BANANAS must review its settlement calculations and assess whether any errors were made.

9.16.9. BANANAS must, as soon as practicable, but within 20 Business Days of receipt of a Notice of Disagreement respond to a Rule Participant who issued a Notice of Disagreement indicating the actions (if any) BANANAS will take in response to the Notice of Disagreement, where such actions may include:

(a) revising information provided to BANANAS by Metering Data Agents and Network Operators (as applicable), and the reasons provided to BANANAS for those revisions, in accordance with clause 9.16.7;

(b) revising information developed by BANANAS and used as an input to the settlement process, and the reason for the revision, as determined in accordance with clause 9.16.8; and

(c) indicating whether BANANAS considers an error was made in the settlement calculations that has produced an incorrect Settlement Statement.

9.16.10. BANANAS may extend the deadline to respond to a Notice of Disagreement in clause 9.16.9 where it requires additional time to respond to the Notice of Disagreement, including additional time to assess relevant information or determine the actions it will take. Where BANANAS decides to extend the deadline to respond to a Notice of Disagreement, it must notify the Rule Participant that submitted the Notice of Disagreement within 20 Business Days of receiving the Notice of Disagreement:

(a) that BANANAS has decided to extend the deadline to respond to the Notice of Disagreement in clause 9.16.9;

(b) the reasons for its decision; and

(c) subject to clause 9.16.11, the time by which BANANAS will respond to the Notice of Disagreement.

9.16.11. BANANAS must not extend the deadline to respond to a Notice of Disagreement under clause 9.16.10 to a date that is later than the earlier to occur of:

(a) 60 Business Days after the receipt of the Notice of Disagreement; and

(b) Settlement Adjustment Date 3.

9.16.12. If a Rule Participant is not satisfied with BANANAS’s response to a Notice of Disagreement, it may issue a Notice of Dispute to BANANAS in accordance with section 9.17.

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| **Explanatory Note**  A Rule Participant can only lodge a Notice of Dispute in relation to a matter that has been the subject of a Notice of Disagreement.  There is one exception, being a Rule Participant can lodge a Notice of Dispute relating to an Adjusted Settlement Statement from Adjustment 3 if that matter was corrected by BANANAS and has not been the subject of a previous Settlement Statement.  For example, if BANANAS adjusts a payment for the first time in the final Adjusted Settlement Statement, a Rule Participant can lodge a Notice of Dispute on that matter.  This exception is included because the Adjustment 3 date is after the Notice of Disagreement submission deadline. |

9.17. Settlement Disputes

9.17.1. Subject to clause 9.17.2, a Rule Participant may only issue a Notice of Dispute in regard to a Settlement Statement after:

(a) having raised a Notice of Disagreement with respect to a Settlement Statement; and

(b) BANANAS having given a response under clause 9.16.9 in respect of the Notice of Disagreement with which the Rule Participant is not satisfied.

9.17.2. A Rule Participant may issue a Notice of Dispute in regard to an adjusted Settlement Statement for a Trading Week issued on Settlement Adjustment Date 3, but only in respect of an adjustment first made by BANANAS to that Settlement Statement and not in respect of any other matter.

Invoicing and Payment

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| **Explanatory Note**  There have been no changes to section 9.18, other than consequential changes (for example, cross referencing). |

9.18. Invoicing and Payment

9.18.1. Invoices must be issued to Rule Participants by BANANAS in accordance with the timelines specified under clauses 9.3.3 and 9.15.6.

9.18.2. An Invoice must include:

(a) all Settlement Statements (including adjusted Settlement Statements) to which the Invoice relates;

(b) the net amount to be paid to or by BANANAS (including applicable taxes). A positive amount is to be paid by the Rule Participant to BANANAS and a negative amount is to be paid by BANANAS to the Rule Participant;

(c) the payment date and time; and

(d) any amounts outstanding, including from overdue payments, in relation to previous Settlement Statements.

9.18.3. BANANAS must maintain an account with an institution that meets either of the requirements specified in clause 2.38.6(a) for the sole purpose of settling market transactions, where this account is to be maintained at a branch of the institution located in Western Australia.

9.18.4. BANANAS must:

(a) nominate and publish the electronic funds transfer (“**EFT**”) facility that must be used by Rule Participants for the purpose of some or all settlements under these WEM Rules; and

(b) determine, where applicable, and publish the minimum cost charged by the EFT facility for processing a transaction on the WEM Website.

9.18.5. Unless otherwise authorised by BANANAS, all Rule Participants must use the EFT facility nominated by BANANAS under clause 9.18.4 for the purpose of settlements under these WEM Rules and the payment of Market Fees to BANANAS to the extent nominated by BANANAS.

9.18.6. If an Invoice indicates that a Rule Participant owes to BANANAS an amount payable greater than the Minimum Transaction Cost, then the Rule Participant must pay the full amount to BANANAS (in cleared funds) by 10:00 AM on the date determined in accordance with clauses 9.3.4 and 9.15.7 (as applicable), whether or not it disputes the amount indicated to be payable.

9.18.7. Late payments by Rule Participants accrue interest calculated in accordance with clause 9.1.4.

9.18.8. If an Invoice indicates that BANANAS owes to a Rule Participant an amount payable greater than the Minimum Transaction Cost, then BANANAS must make available the full amount to the Rule Participant (in cleared funds) by 2:00 PM on the date specified in the Invoice in accordance with clauses 9.3.4 and 9.15.7 (as applicable), except as provided for in section 9.20.

9.18.9. BANANAS must establish, in its books, a separate fund in which it will credit all Service Fee Settlement Amounts payable to BANANAS under these WEM Rules.

9.18.10. The Service Fee Settlement Amount owing to BANANAS will be taken to have been paid when it is transferred into the account established by BANANAS for the purpose of meeting its obligations under clause 9.18.9.

9.18.11. BANANAS may apply money from the fund established under clause 9.18.9 to meet the costs incurred in carrying out its functions or obligations under these WEM Rules.

9.18.12. Notwithstanding this section 9.18, BANANAS is not required to render an Invoice to a Network Operator where the net amount to be paid to or by BANANAS is zero.

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| **Explanatory Note**  Clause 10.5.1(v) required BANANAS to publish summary information pertaining to the account maintained by BANANAS for market settlement for the preceding 24 calendar months, including the end of month balance; the total income received for transactions in each of the Reserve Capacity Mechanism, the STEM, Balancing Settlement, Market Fees, System Operation Fees, Regulator Fees and a single value for all other income; the total outgoings paid for transactions in each of the Reserve Capacity Mechanism, Supplementary Capacity Contracts, the STEM, Balancing Settlement and a single value for all other expenses; and Service Fee Settlement Amount paid to BANANAS and the Economic Regulation Authority;  The obligations to publish settlement related information have been relocated to new clause 9.18.13 as below, and altered to reflect the timeframes and types of information relevant to the new market. |

9.18.13. BANANAS must publish on the WEM Website summary information pertaining to the account maintained by BANANAS for market settlement for each Trading Week ending in the preceding 24 calendar months (excluding any Trading Weeks ending on or before New WEM Commencement Day):

(a) the total income received for transactions related to:

i. the STEM in accordance with section 9.7;

ii. the Reserve Capacity Mechanism in accordance with section 9.8;

iii. Real-Time Energy in accordance with section 9.9;

iv. Essential System Services in accordance with section 9.10;

v. Outage Compensation in accordance with section 9.11;

vi. Market Participant fees in accordance with section 9.12;

vii. Service fees in accordance with section 9.13; and

viii. a single value for all other income;

(b) the total outgoings paid for transactions for:

i. the STEM in accordance with section 9.7;

ii. the Reserve Capacity Mechanism in accordance with section 9.8;

iii. Supplementary Capacity Contracts in accordance with section 9.8;

iv. Real-Time Energy in accordance with section 9.9;

v. Essential System Services in accordance with section 9.10;

vi. Outage Compensation in accordance with section 9.11;

vii. Market Participant fees in accordance with section 9.12;

viii. Service fees in accordance with section 9.13; and

ix. a single value for all other expenses.

Default and Settlement in Default Situations

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| **Explanatory Note**  There have been no changes to section 9.19, other than consequential changes (for example, cross referencing). |

9.19. Default

9.19.1. For the purposes of these WEM Rules, a “**Suspension Event**” occurs in relation to a Market Participant, as applicable, if:

(a) the Market Participant fails to make a payment under these WEM Rules before the time it is due;

(b) the Market Participant is in breach of a Prudential Obligation;

(c) BANANAS has drawn on a Credit Support in relation to the Market Participant and payment under the Credit Support is not received by BANANAS within 90 minutes of being requested;

(d) it is unlawful for the Market Participant to comply with any of its obligations under the WEM Rules or any other obligation owed to the Economic Regulation Authority or the Market Participant claims that it is unlawful for it to do so;

(e) it is unlawful for a provider of Credit Support in relation to the Market Participant to comply with any of its obligations under the Credit Support or any other obligation owed to BANANAS or the provider claims that it is unlawful for it to do so;

(f) an authorisation from a government body necessary to enable the Market Participant to carry on a business or activity related to its participation in the Wholesale Electricity Market ceases to be in full force and effect;

(g) an authorisation from a government body necessary for the provider of Credit Support in relation to the Market Participant to carry on the business of providing credit support ceases to be in full force and effect;

(h) the Market Participant ceases or threatens to cease to carry on its business or a substantial part of its business related to its participation in the Wholesale Electricity Market;

(i) the provider of Credit Support in relation to the Market Participant ceases or threatens to cease to carry on its business of providing Credit Support;

(j) the Market Participant is insolvent within the meaning of clause 9.19.2;

(k) a provider of Credit Support in relation to the Market Participant is insolvent within the meaning of clause 9.19.2;

(l) a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Market Participant or a provider of Credit Support in relation to that Market Participant; or

(m) the Market Participant or a provider of Credit Support in relation to the Market Participant is dissolved.

9.19.2. A person is insolvent for the purposes of clause 9.19.1 if :

(a) the person states that it is insolvent or insolvent under administration (each as defined in the Corporations Act) or that it is unable to pay from its own money its debts when they fall due for payment;

(b) the person is protected from creditors under any statute or enters into an arrangement (including a scheme of arrangement), composition or compromise with, or assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them;

(c) an application or order for winding up or dissolution is made in respect of the person;

(d) a controller (as defined in the Corporations Act), administrator, provisional liquidator, liquidator, trustee in bankruptcy or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the person or any of the person’s property (as the case may be);

(e) the person is taken to be unable to pay its debts when they fall due for payment under any applicable legislation;

(f) any action is taken by, or in connection with, the person which is preparatory to, or could result in, any of the events described in paragraphs (b), (c), (d) or (e) above;

(g) the person is the subject of an event described in section 459C(2) or section 585 of the Corporations Act (or the person makes a statement from which BANANAS reasonably deduces the person is so subject); or

(h) notice under section 601AB(3) of the Corporations Act is given in relation to the person.

9.19.3. If a Market Participant becomes aware that a Suspension Event has occurred in relation to it, then the Market Participant must promptly notify BANANAS, giving full details of the event.

9.19.4. If BANANAS becomes aware that a Suspension Event has occurred in relation to a Market Participant and the Suspension Event has not been remedied, then BANANAS must as soon as practicable:

(a) subject to clause 9.19.5, issue a notice (“**Cure Notice**”), requiring that the Suspension Event be remedied within 24 hours from the time the Cure Notice is issued; and

(b) if it has not already done so, Draw Upon any Credit Support held in relation to that Market Participant for the amount which BANANAS determines is actually or contingently owing by the Market Participant to BANANAS under these WEM Rules.

9.19.5. Where BANANAS has given a Cure Notice to a Market Participant in respect of a Suspension Event described in clauses 9.19.1(a) or 9.19.1(b), BANANAS may extend the deadline for remedying the Suspension Event by up to five Business Days from the date on which the Suspension Event occurred if BANANAS considers that:

(a) the Market Participant can pay all outstanding amounts, and comply in full with the Prudential Obligations, before the end of the extended deadline; and

(b) the Market Participant is not capable of doing so within the 24 hours following the issuance of the Cure Notice.

9.19.6. Where BANANAS has given a Cure Notice to a Market Participant in respect of a Suspension Event described in any of clauses 9.19.1(c) to 9.19.1(m), BANANAS may extend the deadline for remedying the Suspension Event for such period as BANANAS considers appropriate if BANANAS considers that:

(a) the Market Participant will be able to remedy the Suspension Event before the end of the extended deadline; and

(b) the Market Participant is not capable of doing so within the 24 hours following the issuance of the Cure Notice.

9.19.7. If a Market Participant does not remedy a Suspension Event before the deadline specified in clause 9.19.4(a) (as extended, if applicable, under clauses 9.19.5 or 9.19.6), then BANANAS may issue a Suspension Notice to the relevant Market Participant in which case section 2.32 applies.

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| **Explanatory Note**  Section 9.20 has been amended to take account of the Network Operator being included in Settlement but not so as to be liable to contribute to the Default Levy. |

9.20. Settlement in Default Situations

9.20.1. If a Rule Participant fails to make a payment under these WEM Rules to BANANAS before it is due, then BANANAS may, as applicable, Draw Upon any Credit Support held in relation to that Rule Participant to meet the payment.

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| **Explanatory Note**  Clause 9.20.2(b) is amended and new clauses 9.20.2A to 9.20.2C are introduced to enable BANANAS to disgorge, repay or pay a Repaid Amount and recover the payment from Market Participants through a levy similar in design to the current Default Levy.  The defined term Repaid Amount Levy is introduced in the Glossary. |

9.20.2. If, under Part 5.7B of the Corporations Act or another law relating to insolvency or the protection of creditors or similar matters, BANANAS is required to disgorge or repay an amount, or pay an amount equivalent to an amount, paid by a Rule Participant under the WEM Rules:

(a) BANANAS may Draw Upon any Credit Support held by BANANAS in relation to the Rule Participant for the amount disgorged, repaid or paid (“**Repaid Amount**”); and

(b) If BANANAS is not able to recover all or part of the Repaid Amount by drawing upon Credit Support held by BANANAS in relation to the Rule Participant, then BANANAS must raise a Repaid Amount Levy from all Market Participants (other than from Market Participants with unrecovered Payment Defaults) to recover the remainder of the Repaid Amount. BANANAS will determine the amount to be paid by each Market Participant, having regard to the absolute value of the MWh of generation or consumption, determined in accordance with the Metered Schedules, for each Market Participant for Trading Intervals during the most recent Trading Week for which Settlement Statements have been issued, as a proportion of the total of those values for all Market Participants (other than Market Participants with unrecovered Payment Defaults).

9.20.2A. BANANAS must notify each relevant Market Participant of the amount it must pay in respect of the Repaid Amount Levy as determined in accordance with clause 9.20.2(b) within six Business Days of BANANAS being notified of the requirement to provide the Repaid Amount under clause 9.20.2.

9.20.2B. A Market Participant must pay the full amount notified by BANANAS under clause 9.20.2A to BANANAS (in cleared funds) by 10:00 AM on the eighth Business Day after the date of BANANAS's notification under clause 9.20.2A, whether or not the Market Participant disputes the amount required to be paid.

9.20.2C. By the end of the second month following the end of a Financial Year, BANANAS must re-allocate any Repaid Amount Levies raised during that Financial Year as follows:

(a) BANANAS will determine the sum of the Repaid Amount Levies raised by BANANAS during the Financial Year;

(b) BANANAS will determine the aggregate Repaid Amount Levy amount which should have been paid by each Market Participant, having regard to the absolute value of the MWh of generation or consumption, as determined in accordance with the Metered Schedules for each Market Participant (excluding Market Participants with unrecovered Payment Defaults) for Trading Intervals during the Financial Year as a proportion of the total of those values for all these Market Participants;

(c) BANANAS must compare the amount determined for the Market Participant under clause 9.20.2C(b) with the total of the amounts the Market Participant has paid to BANANAS under clause 9.20.2B;

(d) BANANAS must determine an appropriate adjustment to put each Market Participant in the position it would have been in had it paid the amount determined under clause 9.20.2C(b) instead of the amounts actually paid under clause 9.20.2B; and

(e) BANANAS must include that adjustment in the Settlement Statement for the most recently completed Trading Week.

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| **Explanatory Note**  Clause 9.20.3 is amended to give effect to the proposed process, outlined in the explanatory note for sections 2.24 and 2.25, for paying back Market Participant Regulator Fees and Market Participant Coordinator Fees as a result of a settlement Adjustment Process. |

9.20.3. Notwithstanding anything else in these WEM Rules, if at any time the total amount received by BANANAS from Rule Participants in cleared funds, including any payments from BANANAS on behalf of the Economic Regulation Authority under clause 9.15.8 and the Coordinator under clause 9.15.9 (“**Total Amount**”) is not sufficient to make the payments which BANANAS is required to make under these WEM Rules (for example, as a result of default by one or more Rule Participants), then BANANAS’s liability to make those payments is limited to the Total Amount.

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| **Explanatory Note**  9.20.4(a)(iii) is deleted because the amendments to clause 9.20.2 and the introduction of clauses 9.20.2A to 9.20.2C facilitate payment of a Repaid Amount. |

9.20.4. BANANAS must apply the Total Amount as follows.

(a) First, BANANAS must apply the Total Amount to satisfy:

i. payment of Service Fee Settlement Amounts to BANANAS, the Economic Regulation Authority and the Coordinator (including as contemplated by clause 9.18.10); and

ii. payments which BANANAS is required to make under Supplementary Capacity Contracts or to a provider of a System Restart Contract with BANANAS, up to a maximum for any party of the net amount which, if sufficient funds were available, would be payable to that party,

but if the Total Amount is not sufficient to satisfy all of these payments then BANANAS must reduce the payments proportionally. Each payment will be based on the proportion that the Total Amount bears to the amount that would have been required to make all payments.

(b) Second, BANANAS must apply the remainder to pay the net amounts (after the application of clause 9.20.4(a)) which, if sufficient funds were available, it would owe to Rule Participants in accordance with clause 9.18, where those amounts are reduced by applying the following formula:

AAP = (NAP / TNAP) × MAA

where:

i. AAP is the reduced amount actually payable by BANANAS to a Rule Participant in respect of the relevant Trading Week;

ii. NAP is the net amount that would have been payable by BANANAS to the Rule Participant (after the application of clause 9.20.4(a)) but for the application of this clause 9.20.4(b), in respect of the relevant Trading Week;

iii. TNAP is the total net amount payable by BANANAS to all Rule Participants (after the application of clause 9.20.4(a)) but for the application of this clause 9.20.4(b), in respect of the relevant Trading Week, calculated by summing all values of NAP; and

iv. MAA is the remainder of the Total Amount available for payment by BANANAS after the application of clause 9.20.4(a).

9.20.5. If BANANAS has reduced any payment under clause 9.20.4 as a result of a Payment Default and, within five Business Days of the Payment Default, it has received full or partial payment of the overdue amount, then BANANAS must within one Business Day apply the amount received (including any interest paid under clause 9.18.7 in respect of the Payment Default) as follows.

(a) First, BANANAS must apply the amount received to pay parties who suffered a reduction under clause 9.20.4(a). The amount payable by BANANAS to each party is equal to the amount by which that party’s payment was originally reduced under clause 9.20.4(a), adjusted to reflect interest accrued in accordance with clause 9.1.3 and any payments already made under this clause 9.20.5. However, if the amount received by BANANAS is less than the total amount payable to these parties then BANANAS must reduce the payments proportionally. Each payment will be based on the proportion that the amount received by BANANAS bears to the total amount payable under this clause 9.20.5(a).

(b) Second, BANANAS must apply the remainder on a pro-rata basis to all Rule Participants who suffered a reduction under clause 9.20.4(b). The amount to be paid to each relevant Rule Participant is determined by applying the formula in clause 9.20.4(b), but as if:

i. AAP referred to the amount to be paid to each relevant Rule Participant;

ii. MAA referred to the remainder of the full or partial payment after the application of clause 9.20.5(a); and

iii. NAP and TNAP have the same values as when the reduction was calculated.

9.20.6. If, five Business Days after a Payment Default, BANANAS is yet to recover in full the overdue amount, then it must raise a Default Levy from all Market Participants (other than from Market Participants with unrecovered Payment Defaults) to cover the remaining shortfall (including interest calculated in accordance with clause 9.18.7). BANANAS will determine the amount to be paid by each Market Participant, having regard to the absolute value of the MWh of generation or consumption, determined in accordance with the Metered Schedules, for each Market Participant for Trading Intervals during the most recent Trading Week for which Settlement Statements have been issued, as a proportion of the total of those values for all Market Participants (other than Market Participants with unrecovered Payment Defaults).

9.20.7. BANANAS must notify each relevant Market Participant of the amount it must pay in respect of the Default Levy as determined in accordance with clause 9.20.6 within six Business Days of the Payment Default occurring.

9.20.8. A Market Participant must pay the full amount notified by BANANAS under clause 9.20.7 to BANANAS (in cleared funds) by 10:00 AM of the eighth Business Day following the date of the Payment Default, whether or not it disputes the amount notified.

9.20.9. By 2:00 PM on the eighth Business Day following the date of a Payment Default, BANANAS is to allocate the total of the Default Levy amounts received under clause 9.20.8 as follows.

(a) First, BANANAS must apply the total amount received to pay parties who suffered a reduction under clause 9.20.4(a). The amount payable by BANANAS to each party is equal to the amount by which that party’s payment was originally reduced under clause 9.20.4(a), adjusted to reflect interest accrued in accordance with clause 9.1.4 and any payments already made under clause 9.20.5 or this clause 9.20.9. However, if the amount received by BANANAS is less than the total amount payable to these parties then BANANAS must reduce the payments proportionally. Each payment will be based on the proportion that the total amount received by BANANAS bears to the total amount that would have been required to make all payments under this clause 9.20.9(a).

(b) Second, BANANAS must apply the remainder on a pro-rata basis to all Rule Participants who suffered a reduction under clause 9.20.4(b). The amount to be paid to each relevant Rule Participant is determined by applying the formula in clause 9.20.4(b), but as if:

i. AAP referred to the amount to be paid to each relevant Rule Participant;

ii. MAA referred to the remainder of the total of the Default Levy amounts received under clause 9.20.8 after the application of clause 9.20.9(a); and

iii. NAP and TNAP have the same values as when the reduction was calculated.

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| **Explanatory Note**  Clause 9.20.10 is amended to change a reference from Rule Participant to Market Participant because only Market Participants pay Default Levies. |

9.20.10. If a Market Participant pays part or all of a Default Levy after the date and time prescribed in clause 9.20.8 but within five Business Days of that date, then BANANAS must within one Business Day apply the amount received in accordance with clause 9.20.9 as if it was an amount received under clause 9.20.8.

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| **Explanatory Note**  Clause 9.20.11(b) is amended to change a reference from Rule Participant to Market Participant because only Market Participants pay Default Levies. |

9.20.11. By the end of the second month following the end of a Financial Year, BANANAS must re-allocate any Default Levies raised during that Financial Year as follows:

(a) BANANAS will determine the aggregate of the shortfalls in respect of which it raised Default Levies during the Financial Year less any subsequent amounts recovered and refunded under clause 9.20.12;

(b) BANANAS will determine the aggregate Default Levy amount which should have been paid by each Market Participant, having regard to the absolute value of the MWh of generation or consumption, as determined in accordance with the Metered Schedules for each Market Participant (excluding Market Participants with unrecovered Payment Defaults) for Trading Intervals during the Financial Year as a proportion of the total of those values for all these Market Participants;

(c) BANANAS must compare the amount determined for the Market Participant under clause 9.20.11(b) with the total of the amounts which the Market Participant actually paid under clause 9.20.8;

(d) BANANAS must determine an appropriate adjustment to put each Market Participant in the position it would have been in had it paid the amount determined under clause 9.20.11(b) instead of the amounts actually paid under clause 9.20.8; and

(e) BANANAS must include that adjustment in the Settlement Statement for the most recently completed Trading Week.

9.20.12. If, after raising a Default Levy in respect of a Payment Default in accordance with clause 9.20.6, BANANAS recovers all or part of the relevant shortfall from the defaulting Rule Participant, then it must use the amount recovered to refund Default Levy amounts paid under clause 9.20.8 in respect of the Payment Default as soon as practicable but not later than the end of the calendar month following the month in which the amount is recovered. BANANAS will determine the amount to be refunded to each Market Participant which paid a Default Levy amount under clause 9.20.8 in respect of the Payment Default (as adjusted, if applicable, under clause 9.20.11). In determining the amount to be refunded to a Market Participant, BANANAS must have regard to:

(a) the amount recovered; and

(b) the Default Levy amount paid by the Market Participant under clause 9.20.8 (as adjusted, if applicable, under clause 9.20.11) as a proportion of the total of those amounts paid by all Market Participants.

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| **Explanatory Note**  The WEM Regulations will be amended in 2021 to enable the ERA to issue Infringements (see Monitoring and Compliance Information Paper).  A Financial Penalty is a Civil Penalty or Infringement.  Section 9.21 is inserted to cater for the distribution of Financial Penalty amounts received by BANANAS for certain breaches of the WEM Rules.  All Financial Penalty amounts paid will be redistributed to Market Participants (rather than State Government consolidated revenue). |

Financial Penalty Distribution

9.21. Financial Penalty Distribution

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| **Explanatory Note**  All Financial Penalties will be redistributed to Market Participants (excluding the offending Rule Participant). |

9.21.1. For the purpose of Regulation 37(a) of the WEM Regulations, where a Civil Penalty Amount is imposed on a Rule Participant for a breach of these WEM Rules, the amount of that Civil Penalty Amount received by BANANAS shall be distributed in accordance with these WEM Rules.

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| **Explanatory Note**  The amount of Financial Penalty distributed to Market Participant p is the value of the Financial Penalty multiplied by Market Participant p’s Financial Penalty Share. |

9.21.2. Where a Financial Penalty is issued for a contravention of the clauses listed in Schedule 1 of the WEM Regulations, BANANAS must calculate for each Market Participant the Financial Penalty distribution amount. The Financial Penalty distribution amount must be distributed as soon as practicable following receipt of the Financial Penalty by BANANAS. The Financial Penalty distribution amount for Market Participant p for a Financial Penalty is:

where:

(a) FinancialPenaltyAmount is the value of the Financial Penalty; and

(b) FinancialPenaltyShare(p) is calculated in accordance with clause 9.21.3.

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| **Explanatory Note**  The Financial Penalty Share for Market Participant p is calculated as follows:  Step 1:   * Participant Contribution for Market Participant p for Trading Day d   divided by   * Total Participant Contribution for Trading Day d less the Participant Contribution for the Offending Rule Participant for Trading Day d.   Step 2:  Sum the amount calculated in Step 1 for all Trading Days in the set DistributionDays. (This set includes all days in the 12 months up to and including the day the Financial Penalty was issued).  Step 3:  Divide the number calculated in Step 2 by the number of days in the set DistributionDays. |

9.21.3. The Financial Penalty share for Market Participant p is:

where:

(a) ParticipantContribution(p,d) for Market Participant p for Trading Day d is calculated in accordance with clause 9.12.5;

(b) TotalParticipantContribution(d) is calculated in accordance with clause 9.21.4;

(c) ORP is the Offending Rule Participant;

(d) p∈P denotes all Market Participants;

(e) d∈DistributionDays denotes all Trading Days d in the set DistributionDays (DistributionDays is defined in clause 9.21.3(f));

(f) DistributionDays denotes the set of all days in the 12 months up to and including the day the Financial Penalty was issued; and

(g) n is the number of days in the set DistributionDays,

unless Market Participant p is the Offending Rule Participant, in which case the FinancialPenaltyShare(p) is to be calculated as 0.

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| **Explanatory Note**  The Total Participant Contribution amount for Trading Day d is the sum of the Participant Contribution for Trading Day d for all Market Participants.  The Participant Contribution is calculated in clause 9.12.5. |

9.21.4. The Total Participant Contribution for Trading Day d is:

where:

(a) ParticipantContribution(p,d) for Market Participant p for Trading Day d is calculated in accordance with clause 9.12.5; and

(b) p∈P denotes all Market Participants.

10 Market Information

Information Policy

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| **Explanatory Note**  BANANAS will no longer be required to maintain a list of Market Information and documents that Rule Participants must retain. It is each Rule Participant’s responsibility to retain Market Information for seven years or longer if required by law. For example, the Coordinator is required under the State Government’s record management policy to retain all business information for seven years. |

10.1. Record Retention

10.1.1. The Coordinator, the Economic Regulation Authority and Rule Participants must retain any information or documents that are required to be collected, produced or exchanged under these WEM Rules or the WEM Procedures for a period of seven years from the date it is created, or such longer period as may be required by law.

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| **Explanatory Note**  Under the revised Market Information framework, neither BANANAS nor the Coordinator will be required to create and maintain a list outlining the confidentiality status of each type of Market Information. Rather, the WEM Rules will contain a list of principles that will guide the classification of Market Information (that is, information required to be produced, collected or exchanged under the WEM Rules or WEM Procedures). The WEM Rules will continue to set out which type of information must be published, and in limited circumstances may specify that information is public or confidential.  There will only be two categories of Market Information, Public Information and Confidential Information, and the classes under clause 10.2.2 are reduced to reflect this. Instead section 10.4 sets out how Confidential Information may be disclosed.  It will be the responsibility of the Information Manager (in the first instance) to determine the status of information. The Information Manager can only be the Coordinator, the ERA, BANANAS or a Network Operator, and within this framework will either be the party that collects or the party that produces the Market Information. That party to whom the Market Information relates (known as the Information Stakeholder) will be able to provide their view to the Information Manager to inform the assessment of confidentiality, however it will be solely up to the Information Manager to make this decision  The Coordinator will be available to resolve any disputes about confidentiality or to provide advice to the Information Manager if requested. The WEM Rules will allow for the Coordinator to publish a procedure with information about assessing confidentiality, as this may be desirable to improve transparency and consistency in decision making across different Information Managers.  The intent of the drafting is that the same ‘type’ of information, (i.e. information submitted under a certain section, clause or sub-clause of the WEM Rules) maintains the same confidentiality status over time. It seeks to avoid a type of Market Information being treated as Confidential Information as it relates to one Rule Participant, but Public Information as it relates to another Rule Participant, or differently over time. |

10.2.1. Subject to clause 10.2.1B, an Information Manager must, in accordance with the WEM Rules and WEM Procedures, determine the confidentiality status for each type of Market Information it is responsible for under clause 10.2.12.

10.2.1A. No confidentiality status will be given to information, documents or data disclosed to the Coordinator, the Economic Regulation Authority, BANANAS or a Network Operator if that information, documents or data is not Market Information.

10.2.1B. An Information Manager is not required to determine the confidentiality status of a type of Market Information for which it is responsible if the Information Manager:

(a) has not been requested to disclose the type of Market Information to any requesting party under section 10.4;

(b) is not required to disclose the type of Market Information to any other party under these WEM Rules or a WEM Procedure; and

(c) treats the type of Market Information as Confidential Information for the purposes of clauses 10.2.9 and 10.4.2.

10.2.2. The classes of confidentiality status are:

(a) Public Information, in which case the Market Information may be made available to any person by any person; and

(b) Confidential Information, in which case the Market Information may only be disclosed in accordance with clauses 10.4.4 and 10.4.19, or as otherwise required under these WEM Rules and the WEM Procedures.

10.2.3. Subject to clause 10.2.5, an Information Manager must classify Market Information as Confidential Information if:

(a) the Information Manager is not required to classify the Market Information as Public Information under clause 10.2.4; and

(b) the Market Information:

i. is contained in a contract to which the Rule Participant is a counterparty, but only insofar as the Market Information is specified in the contract as being confidential under the contract;

ii. could, in the reasonable opinion of the Information Manager, pose a material risk to Power System Security or Power System Reliability if disclosed;

iii. reveals personal details about an individual, but excluding their name and business contact details (including company name and address details, position, telephone numbers, mobile numbers and email addresses) that forms part of Market Information that is not confidential;

iv. could, in the reasonable opinion of the Information Manager (or Coordinator in the case of a dispute under section 10.5), cause commercial detriment to a Rule Participant or another person if disclosed; or

v. is otherwise specified as Confidential Information under these WEM Rules.

10.2.4. Market Information must be classified as Public Information if it is:

(a) specified as Public Information under these WEM Rules;

(b) required to be published or otherwise made publicly available under these WEM Rules; or

(c) available in the public domain, other than by reason of a breach of these WEM Rules or by any other unlawful means.

10.2.5. Clause 10.2.3 does not prevent the disclosure or publication of Market Information if it is aggregated, arranged or combined with other data or information such that it does not reveal any Confidential Information. Market Information that is aggregated, arranged or combined with other data or information such that it does not reveal any Confidential Information is deemed to be Market Information that is classified as Public Information.

10.2.6. Without limiting clause 10.2.4, an Information Manager must classify Market Information as Public Information if the Information Manager does not consider that the Market Information is required to be classified as Confidential Information under clause 10.2.3.

10.2.7. A Rule Participant may make a submission to an Information Manager about Market Information that the Rule Participant considers to be Confidential Information if:

(a) the Rule Participant is an Information Stakeholder for the Market Information; and

(b) the confidentiality status of the Market Information is not required to be Public Information under clause 10.2.4.

A submission must include the Rule Participant’s reasoning for classifying the Market Information as Confidential Information against the criteria in clause 10.2.3.

10.2.7A. A Rule Participant is an Information Stakeholder for Market Information if:

(a) the Market Information explicitly relates to the Rule Participant or its Facilities, activities or contractual arrangements;

(b) where clause 10.2.7A(a) does not apply, the Rule Participant or its Facilities, activities or contractual arrangements would otherwise be able to be identified from the Market Information; or

(c) the Market Information relates to information, data or documents that a third party provided to the Rule Participant and the Rule Participant is under a duty or obligation (however described) to that third party to keep the relevant information, data or documents confidential.

10.2.8. A submission from a Rule Participant made under clause 10.2.7 must be considered by the Information Manager (or the Coordinator in the case of a dispute under section 10.5) when classifying Market Information. However the Information Manager (or Coordinator in the case of a dispute under section 10.5) will not be bound by any submission made by a Rule Participant in making its determination.

10.2.9. Subject to clauses 10.4.4 and 10.4.19, and unless otherwise required or permitted by these WEM Rules, the Coordinator, the Economic Regulation Authority and Rule Participants must not disclose Confidential Information to any person.

10.2.10. The Coordinator may document in a WEM Procedure guidance for Information Managers to assist with determining the confidentiality status of Market Information in accordance with clause 10.2.3.

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| **Explanatory Note**  The intent is that the Information Manager is the party that Market Information is delivered to in the first instance. It is expected that in the majority of cases that this will be BANANAS but that in any case it can only be BANANAS, a Network Operator, the Coordinator or the ERA – i.e. a Market Participant cannot be an Information Manager.  Given that Market Information is not always delivered to a party (i.e. sometimes BANANAS or Western Power may produce their own Market Information), clause 10.2.12 sets out a hierarchy to guide Rule Participants and other interested parties on who the Information Manager for a particular type of Market Information is (as there cannot be two Information Managers for one type of Market Information). Given that circumstances may arise where it is unclear which party should take responsibility, clause 10.2.12(c) allows the Coordinator of Energy to make a determination on who the Information Manager is. |

10.2.11. Only one party may be the Information Manager for a type of Market Information, and the Information Manager may only be the Coordinator, the Economic Regulation Authority, BANANAS or a Network Operator.

10.2.12. Subject to clause 10.2.11, the Information Manager for a type of Market Information is:

(a) in the first instance, the party who is required to publish the Market Information in accordance with these WEM Rules or the WEM Procedures;

(b) if clause 10.2.12(a) does not apply, then the party who produces the Market Information in accordance with these WEM Rules or the WEM Procedures;

(c) if neither of clauses 10.2.12(a) or 10.2.12(b) apply, then the party who receives the Market Information under these WEM Rules or the WEM Procedures; or

(d) if none of clauses 10.2.12(a), 10.2.12(b) or 10.2.12(c) apply, or it is unclear who the Information Manager is under clauses 10.2.12(a), 10.2.12(b) and 10.2.12(c), then the Coordinator may determine the Information Manager.

10.3. Public website requirements

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| **Explanatory Note**  Clause 10.3.1 has been amended to require all parties who may be Information Managers to maintain a website for the purposes of publishing information as required by the WEM Rules and WEM Procedures. Guidance is provided on how long information must be maintained on a website. |

10.3.1. The Coordinator, the Economic Regulation Authority, BANANAS and each Network Operator must maintain a website for the purpose of publishing Market Information as required under these WEM Rules or the WEM Procedures.

10.3.2. Subject to clause 10.4.7, the Coordinator, the Economic Regulation Authority, BANANAS or a Network Operator must not require a fee for Market Information required to be disclosed or published by the Coordinator, the Economic Regulation Authority, BANANAS or the Network Operator in accordance with these WEM Rules or the WEM Procedures.

10.3.3. Subject to clause 10.3.4, Market Information required to be published must, where practical, be maintained on an Information Manager’s website for as long as that Market Information is required to be retained in accordance with clause 10.1.1.

10.3.4. If the Information Manager determines that it is no longer practical or efficient to maintain Market Information on a website in accordance with clause 10.3.3, the Information Manager must retain the Market Information as required by clause 10.1.1 and make the Market Information available at no cost to any person on application.

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| **Explanatory Note**  Section 10.4 outlines how Market Information must be managed, including:   * how Confidential Information must be secured; * how Market Information can be requested; * managing the release of Public Information on request; and * managing the disclosure of Confidential Information on request.   This first subsection outlines general obligations for managing Market Information. |

10.4. Managing Market Information

10.4.1. The Coordinator, the Economic Regulation Authority and each Rule Participant must:

(a) manage Market Information in accordance with this section 10.4;

(b) take all reasonable measures to protect any Confidential Information that is in its possession from unauthorised use or disclosure; and

(c) if it is made aware that the Confidential Information has come into its possession erroneously, take reasonable steps to destroy that Confidential Information.

10.4.2. The Coordinator, the Economic Regulation Authority, BANANAS and each Network Operator may only use Confidential Information in its possession to the extent that it considers it is required to perform its functions under sections 2.1A, 2.2A, 2.2C or 2.2D, as applicable.

10.4.3. Clause 10.4.1(b) does not prevent the disclosure of information by the Coordinator, the Economic Regulation Authority or a Rule Participant (“**disclosing party**”) to:

(a) an employee or officer of the disclosing party, or a related body corporate of the disclosing party; or

(b) a legal or other professional adviser, auditor or other consultant of the disclosing party, who requires the Market Information in relation to the performance of the disclosing party's functions or obligations under these WEM Rules, or for the purpose of advising the disclosing party in respect of these functions or obligations,

provided that the disclosing party ensures that these persons are under equivalent obligations of confidence to the disclosing party as those provided in these WEM Rules.

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| **Explanatory Note**  Clause 10.4.4 is intended to ensure that:   * BANANAS is not prevented from allowing Rule Participants access to their own data in BANANAS’s systems (e.g. meter data provided by Western Power to BANANAS is available to each Rule Participant as it directly pertains to them); and * parties are not prevented from disclosing their own information. |

10.4.4. Despite any other clauses in this Chapter 10:

(a) an Information Manager is not prevented from allowing a Rule Participant access to Market Information that, other than by reason of a breach of these WEM Rules or other unlawful means, should already be known to that Rule Participant;

(b) a Rule Participant is not prevented from publishing or otherwise disclosing Market Information in its possession which relates solely to the Rule Participant or the Rule Participant’s Facilities or activities;

(c) a Rule Participant is not prevented from disclosing Confidential Information to a person where it is necessary to ensure the safety of personnel, equipment or the power system; and

(d) the Coordinator, the Economic Regulation Authority or a Rule Participant is not prevented from disclosing Confidential Information to a third party as required under applicable law.

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| **Explanatory Note**  Clause 10.4.5 allows an Information Manager to publish a list that demonstrates how they intend to classify Market Information they are responsible for. This list will not be binding, and will not necessarily need to be comprehensive. Rule Participants and other relevant parties will still be able to dispute the classification, proposed release or disclosure under section 10.5 despite any classification on this list. |

10.4.5. An Information Manager may, at its discretion, publish on its website a list outlining its proposed classification for each type of Market Information the Information Manager is responsible for. This classification shall not be binding on the Information Manager or the Coordinator in the case of a dispute under section 10.5.

Requesting access to Market Information

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| **Explanatory Note**  This subsection outlines how Market Information that is not required by the WEM Rules to be published can be requested by any person, and the fees that the Information Manager can charge. |

10.4.6. Where Market Information is not already available in the public domain, any person may request access to that Market Information by submitting a written request to the Information Manager.

10.4.6A. A request submitted under clause 10.4.6 must specify the details of how the request meets any of the criteria specified in clause 10.4.19.

10.4.7. Where Market Information is not required to be published or otherwise disclosed in accordance with these WEM Rules or a WEM Procedure, an Information Manager may charge a person a fee for providing Market Information disclosed in accordance with this section 10.4, where that fee may not exceed the Information Manager’s reasonable costs, not otherwise included in its budget, of:

(a) collation and transmission of information or documents; and

(b) preparation of documents not otherwise required by these WEM Rules, or other applicable law or regulation.

10.4.8. An Information Manager may not charge the Coordinator, the Economic Regulation Authority, BANANAS or a Network Operator for Market Information requested in accordance with these WEM Rules.

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| **Explanatory Note**  Where a request for Market Information is submitted to the wrong Information Manager, the recipient must refer the requesting party to the appropriate Information Manager or the Coordinator, and must not provide the Market Information to the requesting party. |

10.4.9. If the Coordinator, the Economic Regulation Authority, BANANAS or a Network Operator:

(a) receives a request for Market Information under clause 10.4.6; and

(b) is not the Information Manager for that Market Information,

then it must:

(c) refer the requesting party to the appropriate Information Manager or the Coordinator; and

(d) take no further action on the request under this section 10.4.

Managing the disclosure of Public Information

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| **Explanatory Note**  The release of Public Information (as deemed by the Information Manager) requires consultation with any Information Stakeholder for the Market Information who has indicated the Market Information is Confidential Information.  The Information Manager is required to justify why their assessment of confidentiality differs from the Information Stakeholder’s, and the Information Stakeholder is permitted to lodge a dispute with the Coordinator if they disagree with the assessment by the Information Manager.  Where the Information Manager would be required to provide the requesting party with the Market Information regardless of its confidentiality status, and the provision of the Market Information as Confidential Information was not open to dispute, the provision of the Market Information to the requesting party will not be delayed by any potential or actual dispute about its confidentiality status. However, where appropriate the Information Manager must notify the requesting party that the confidentiality status of the Market Information is uncertain and the Market Information must be treated as Confidential Information until its confidentiality status is confirmed. |

10.4.10. If the Information Manager considers that the Market Information requested under clause 10.4.6 is Public Information, it must, subject to clauses 10.4.11 and 10.4.16(c) and section 10.5, if it continues to possess the Market Information, disclose the relevant Market Information to the requesting party within 20 Business Days of receiving the request.

10.4.11. If a submission was made by an Information Stakeholder under clause 10.2.7 that Market Information requested under clause 10.4.6 is Confidential Information, and the Information Manager has deemed the Market Information to be Public Information and intends to provide it to the requesting party under clause 10.4.10:

(a) the Information Manager must, within 10 Business Days of receiving the request under clause 10.4.6, notify the Information Stakeholder in writing:

i. that it intends to disclose the Market Information to the requesting party, specifying the time and nature of the intended disclosure;

ii. its reasons for the Market Information not being Confidential Information; and

iii. that the Information Stakeholder may lodge a dispute with the Coordinator within five Business Days if it disagrees with the Information Manager’s assessment;

(b) if, had the Information Manager determined that the requested Market Information was Confidential Information (which it has not):

i. the Information Manager would be required to disclose the Market Information to the requesting party under clause 10.4.19; and

ii. no Information Stakeholder would be permitted to dispute the disclosure of the Market Information to the requesting party under clause 10.4.19A,

the Information Manager must:

iii. disclose the Market Information to the requesting party within the timeframe specified in clause 10.4.10; and

iv. if the Market Information is disclosed to the requesting party:

1. before the deadline for lodging a dispute under clause 10.4.14 in respect of the request; or

2. before the Coordinator has made a determination on any dispute that was lodged under clause 10.4.14 in respect of the request,

notify the requesting party when the Market Information is disclosed that, because the confidentiality status of the Market Information is, or could be, subject to a dispute, the requesting party must treat the Market Information as Confidential Information until the Information Manager or the Coordinator has notified the requesting party of the final confidentiality status for the relevant Market Information; and

(c) if clause 10.4.11(b) does not apply, the Information Manager must not disclose the Market Information to the requesting party during the timeframe referred to in clause 10.4.11(a)(iii).

10.4.12. [Blank]

10.4.13. [Blank]

10.4.14. If the Information Stakeholder disagrees with the assessment specified by the Information Manager in a notification under clause 10.4.11(a), the Information Stakeholder may provide the Coordinator and the Information Manager with a notice of dispute within the timeframe specified in clause 10.4.11(a)(iii).

10.4.15. A notice of dispute provided under clause 10.4.14 must be in writing and must contain:

(a) the date on which the notice of dispute was issued;

(b) the identity of the Information Stakeholder issuing the notice of dispute;

(c) the identities of any other relevant parties to the dispute;

(d) the details of the Market Information in dispute, including the Information Stakeholder's reasoning for disputing the Information Manager's assessment; and

(e) the contact person for the Information Stakeholder issuing the dispute, and their contact details.

10.4.16. If:

(a) an Information Manager issues a notification to one or more Information Stakeholders under clause 10.4.11(a) in respect of a specific request for Market Information under clause 10.4.6; and

(b) no Information Stakeholder issues a notice of dispute under clause 10.4.14 in respect of the request within the timeframe specified under clause 10.4.11(a)(iii) for the relevant notification,

the Information Manager must:

(c) if it has already disclosed the Market Information to the requesting party under clause 10.4.11(b)(iii), notify the requesting party that the relevant Market Information is Public Information; or

(d) otherwise, disclose the Market Information to the requesting party within the timeframe specified in clause 10.4.10.

10.4.17. If an Information Stakeholder issues a notice of dispute under clause 10.4.14, then:

(a) the Coordinator and the Information Manager must acknowledge the notice of dispute within one Business Day of receiving the notice of dispute;

(b) the Coordinator must determine the dispute in accordance with section 10.5; and

(c) except where clause 10.4.11(b) applies, the Information Manager must not disclose the Market Information to the requesting party while the dispute is being determined.

Managing disclosure of Confidential Information

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| **Explanatory Note**  This section sets out the circumstances under which Confidential Information can be disclosed. |

10.4.18. If the Information Manager considers that the Market Information requested under clause 10.4.6 is Confidential Information, it must:

(a) if required under clause 10.4.19, disclose the Market Information to the requesting party within 20 Business Days of receiving the request; or

(b) advise the requesting party that the Market Information is Confidential Information and is unable to be disclosed within 10 Business Days of receiving the request.

10.4.19. Subject to clauses 10.4.20, 10.4.21 and 10.4.25(c) and section 10.5, the Information Manager must disclose Confidential Information that has been requested under clause 10.4.6 to the requesting party if:

(a) the Information Manager has the written consent of each relevant Information Stakeholder;

(b) the Confidential Information is required to be disclosed by or under any law or a stock exchange having jurisdiction over the Rule Participant;

(c) disclosure of the Confidential Information is required by an order of a court, tribunal, arbiter, the Electricity Review Board or another judicial body having jurisdiction to compel the disclosure of Confidential Information;

(d) the disclosure of the Confidential Information to the requesting party is necessary for the safety of personnel, equipment or the power system;

(e) the requesting party is the Economic Regulation Authority or the Coordinator;

(f) the requesting party is BANANAS or the relevant Network Operator and the Confidential Information is required by that party to carry out its functions under these WEM Rules or a WEM Procedure; or

(g) in the reasonable opinion of the Information Manager (or Coordinator in a dispute under Section 10.5), the benefit to electricity consumers of the disclosure of the Confidential Information to the requesting party outweighs any commercial detriment that may be caused by the disclosure.

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| **Explanatory Note**  Clause 10.4.19A sets out the circumstances under which an Information Stakeholder may dispute the provision of Confidential Information to a requesting party under clause 10.4.19.  If a dispute is permitted, then the Information Manager is required to consult with the Information Stakeholder(s) before the Confidential Information is released, and the Information Stakeholder(s) may dispute the disclosure of the Confidential Information to the requesting party. |

10.4.19A. An Information Stakeholder for Market Information may dispute the disclosure of that Market Information to a requesting party under clause 10.4.19 if:

(a) the Market Information is being disclosed because the Information Manager considers the request meets the criteria in clause 10.4.19(g); and

(b) the Information Manager is not the Coordinator.

10.4.20. If an Information Manager intends to disclose Market Information requested under clause 10.4.6 in accordance with clause 10.4.19, and an Information Stakeholder is permitted to dispute the disclosure of the Market Information under clause 10.4.19A, the Information Manager must:

(a) within 10 Business Days of receiving the request under clause 10.4.6, notify each applicable Information Stakeholder in writing:

i. that it intends to disclose the Market Information to the requesting party, specifying the time and nature of the intended disclosure;

ii. its reasons for the Market Information being disclosed to the requesting party under clause 10.4.19; and

iii. that the Information Stakeholder may lodge a dispute with the Coordinator within five Business Days if it disagrees with the Information Manager’s assessment; and

(b) not disclose the Market Information to the requesting party during the timeframe referred to in clause 10.4.20(a)(iii).

10.4.21. If an Information Stakeholder wishes to lodge a dispute in relation to a notification received under clause 10.4.20(a), it must provide the Coordinator and the Information Manager with a notice of dispute within the timeframe specified in clause 10.4.20(a)(iii).

10.4.22. If the Information Manager advises a party requesting Market Information that the Market Information is Confidential Information that cannot be disclosed under clause 10.4.19, the requesting party may provide the Coordinator and the Information Manager with a notice of dispute regarding the assessment by the Information Manager of either:

(a) confidentiality under clause 10.2.3; or

(b) eligibility for disclosure under clause 10.4.19.

10.4.23. A notice of dispute lodged under clauses 10.4.21 or 10.4.22 must be in writing and contain:

(a) the date on which the notice of dispute was issued;

(b) the identity of the Rule Participant or person issuing the notice of dispute;

(c) the identities of any other relevant parties to the dispute;

(d) the details of the Market Information in dispute, including the Information Stakeholder's or requesting party's, as applicable, reasoning for disputing the Information Manager's assessment; and

(e) the contact person for the Rule Participant or person issuing the dispute, and their contact details.

10.4.24. If:

(a) an Information Manager issues a notification to one or more Information Stakeholders under clause 10.4.20(a) in respect of a specific request for Market Information under clause 10.4.6; and

(b) no Information Stakeholder issues a notice of dispute under clause 10.4.21 in respect of the request within the timeframe specified under clause 10.4.20(a)(iii) for the relevant notification,

the Information Manager must disclose the Market Information to the requesting party within the timeframe specified in clause 10.4.18(a).

10.4.25. If a dispute is lodged in accordance with clauses 10.4.21 or 10.4.22, then:

(a) the Coordinator and the Information Manager must acknowledge the notice of dispute within one Business Day of receiving the notice of dispute;

(b) the Coordinator must determine the dispute in accordance with section 10.5; and

(c) the Information Manager must not disclose the Market Information under dispute to the requesting party while the dispute is being determined.

10.4.26. When an Information Manager discloses Market Information to a requesting party in response to a request under clause 10.4.6, the Information Manager must advise the requesting party whether the Market Information is classified as Public Information or Confidential Information.

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| **Explanatory Note**  Section 10.5 outlines the requirements the Coordinator must comply with to resolve disputes regarding the release or disclosure of Market Information. It requires the Coordinator to publish a WEM procedure to guide Rule Participants on the detail of the process. |

10.5. Resolving disputes regarding the disclosure of Market Information

10.5.1. If the Coordinator receives notice of a dispute in accordance with clauses 10.4.14, 10.4.21 or 10.4.22, the Coordinator must resolve the dispute in accordance with this section 10.5.

10.5.2. The Coordinator must document in a WEM Procedure the process for resolving a dispute under this section 10.5.

10.5.3. If the Coordinator considers that a notice of dispute received under clauses 10.4.14, 10.4.21 or 10.4.22 lacks sufficient substance or is trivial, or that the dispute is frivolous or vexatious, the Coordinator may dismiss the dispute and the original decision of the Information Manager will be final.

10.5.4. The Coordinator must conduct reasonable consultation with the Information Manager, each relevant Information Stakeholder and the requesting party as part of the dispute resolution process.

10.5.5. The Coordinator must make her or his determination on a dispute against the requirements in clauses 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.8 and 10.4.19.

10.5.6. Within 20 Business Days of being notified of a dispute, the Coordinator must inform the parties to the dispute in writing of either:

(a) the Coordinator's determination; or

(b) if more time is required for a determination, the expected date for that determination.

10.5.7. If the timeframe for a determination is extended under clause 10.5.6(b), the Coordinator must deliver her or his determination within that extended timeframe.

10.5.8. The Coordinator’s determination:

(a) must, where applicable, classify the relevant Market Information as Public Information or Confidential Information; and

(b) may, if the Market Information is Confidential Information, direct the Information Manager to:

i. disclose all or part of the Market Information to the requesting party;

ii. disclose all or part of the Market Information to the requesting party with conditions attached; or

iii. not release or disclose the Market Information to the requesting party.

10.5.9. Until the Coordinator has made a determination under clause 10.5.8, the Market Information in dispute will be deemed to be Confidential Information and may not be disclosed by the Information Manager to any party, except as otherwise required under these WEM Rules.

10.5.10. Where the Coordinator makes a determination under clause 10.5.8, the Coordinator must:

(a) advise the parties to the dispute of the outcome; and

(b) publish her or his determination on the Coordinator’s Website, redacting any commercially sensitive or other Confidential Information.

10.5.11. A determination published under clause 10.5.10 must include the nature of the Market Information that has been determined to be Public Information or Confidential Information, and any submissions or justification put forward by the parties to the dispute or any other parties consulted by the Coordinator.

10.5.12. If the Coordinator makes a determination in accordance with clauses 10.5.8(a), 10.5.8(b)(i) or 10.5.8(b)(ii), the Information Manager must disclose the specified Market Information to the requesting party in accordance with the determination within 10 Business Days.

10.5.13. If the Coordinator makes a determination in accordance with clause 10.5.8(b)(iii) the Information Manager must not disclose the Market Information to the requesting party.

10.5.14. If a dispute is lodged under clauses 10.4.14, 10.4.21 or 10.4.22, but the Coordinator has already made a prior determination on the same type of Market Information on the same or similar grounds as those specified in the dispute, the Coordinator is not required to determine the dispute in accordance with this section 10.5 and may direct the parties to the dispute to her or his relevant determination.

Market Information to be Published by Information Managers

10.6. Public Information

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| **Explanatory Note**  The requirement to publish information under clause 10.5.1 (in the current version of the WEM Rules), or to classify information as public under clause 10.5.2 (in the current version of the WEM Rules) has, in general, been moved to the section or chapter of the WEM Rules that the information relates to.  For example, the information previously required to be published under clause 10.5.1(f) about the Reserve Capacity Mechanism has been moved to Chapter 4. Where information was already required to be published it has not been replaced elsewhere in the WEM Rules.  Where information is generic or relates to multiple chapters of the WEM Rules, it has been included in clauses 10.6.1(a) to 10.6.1(g) below.  In Exposure Draft 2, clauses 10.6.1(h) to 10.6.1(n) were used as a holding location for clauses within the current clause 10.5.1 that were yet to be relocated. Since the consultation period for Exposure Draft 2:   * clause 10.6.1(h) (formerly 10.5.1(h)) has been deleted as this information can be derived from the information provided under clause 7.13.1E(aA); * clause 10.6.1(i) (formerly 10.5.1(jB)) has been replaced with clauses 10.6.1(h) and 10.6.1(i); * clause 10.6.1(j) (formerly 10.5.1(u)) has been deleted because the relevant fee rate information is published under clause 2.24.2; * clause 10.6.1(k) (formerly 10.5.1(v)) has been replaced by new clause 9.18.13; * clauses 10.6.1(l) and 10.6.1(m) (formerly 10.5.1(y) and 10.5.1(z)) has been replaced by various publications under section 7.13; and * clause 10.6.1(n) (formerly 10.5.1(zI)) has been replaced by new clause 3.22.3. |

10.6.1. The confidentiality status for the following Market Information under section 10.2 is Public Information and the relevant Information Manager must make each item of information available from or via its website after that item of information becomes available to it:

(a) the precise basis for determining the Bank Bill Rate;

(b) details of resolved disputes, including all Public Information associated with the dispute, but not parts of the resolution or information associated with the resolution which contain Confidential Information;

(c) public consultation proceedings;

(d) public reports pertaining to the Wholesale Electricity Market issued by the relevant Information Manager;

(e) reports pertaining to the Wholesale Electricity Market produced by the Electricity Review Board and the Minister;

(f) event reports explaining what happened during unusual market or dispatch events but not any parts of such reports which contain Confidential Information;

(g) summary information on disputes in progress that may impact other Rule Participants;

(h) for each Trading Week which has been settled under Chapter 9, the information provided by BANANAS to each Network Operator under clause 5.9.2; and

(i) for each Trading Week which has been settled under Chapter 9, for each BANANAS-procured NCESS Contract in effect during that Trading Week:

i. details of each enablement or dispatch event under the NCESS Contract, including the relevant times and enablement or dispatch quantities; and

ii. for each Dispatch Interval in the Trading Week, the payment made by BANANAS for services provided under the NCESS Contract as provided to the settlement system under clause 5.9.1(c).

10.6.2. Market Information required to be published on an Information Manager’s website under clause 10.6.1 is in addition to any other Market Information that is required to be published under other provisions of these WEM Rules and the WEM Procedures.

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| **Explanatory Note**  Sections 10.7, 10.8 and 10.9 have been deleted to implement the two confidentiality classes of “Public Information” and “Confidential Information”. |

11. Glossary

**12 Peak SWIS Trading Intervals**: Means, for a Hot Season, the 3 Trading Intervals with the highest Total Sent Out Generation on each of the 4 Trading Days with the highest maximum demand in that Hot Season, as published by BANANAS in accordance with clause 4.1.23A, where the maximum demand for a Trading Day is the highest Total Sent Out Generation for any Trading Interval in that Trading Day.

**2016 Reserve Capacity Cycle**: Means the Reserve Capacity Cycle:

(a) in which Year 1 of that Reserve Capacity Cycle is 2016; and

(b) which relates to Reserve Capacity required between 1 October 2018 and 1 October 2019.

**2017 Reserve Capacity Cycle**: Means the Reserve Capacity Cycle:

(a) in which Year 1 of that Reserve Capacity Cycle is 2017; and

(b) which relates to Reserve Capacity required between 1 October 2019 and 1 October 2020.

**2018 Reserve Capacity Cycle**: Means the Reserve Capacity Cycle:

(a) in which Year 1 of that Reserve Capacity Cycle is 2018; and

(b) which relates to Reserve Capacity required between 1 October 2020 and 1 October 2021.

**2019 Reserve Capacity Cycle**: Means the Reserve Capacity Cycle:

(a) in which Year 1 of that Reserve Capacity Cycle is 2019; and

(b) which relates to Reserve Capacity required between 1 October 2021 and 1 October 2022.

**4 Peak SWIS Trading Intervals**: Means, for a Trading Month, the 4 Trading Intervals in the relevant Trading Month with the highest Total Sent Out Generation, as published by BANANAS in accordance with clause 4.1.23B.

**Acceptable Credit Criteria**: The criteria set out in clause 2.38.6.

**Access Code**: The code established by the Minister under section 104 of the Electricity Industry Act 2004.

**Access Proposal**: Has the meaning given in clause 4.2.7(b)(ii)(1).

**Accumulated Time Error**: Means in respect of a frequency measurement of the SWIS, the integral over time of the difference between 20 milliseconds and the inverse of that frequency measurement, starting from a time determined by BANANAS, and recorded by BANANAS in its SCADA system.

**Additional RoCoF Control Requirement**: The smallest quantity of RoCoF Control Service additional to the Minimum RoCoF Control Requirement that meets the requirement in clause 3.10.3 while maximizing the overall value of Real-Time Market trading under clause 7.2.4.

**Adjustment Process**: Has the meaning given in clause 9.3.5.

**BANANAS** or **Australian Energy Market Operator**: Means the Australian Energy Market Operator Limited (ACN 072 010 327).

This includes an information confidentiality status which was set by the IMO under clause 10.2.2(f) prior to its abolition on the day *the Electricity Industry (Independent Market Operator) Repeal Regulations 2018* commenced1.

1Note: the *Electricity Industry (Independent Market Operator) Repeal Regulations 2018* commenced on 10 April 2018.

**BANANAS Intervention Event**: An event where BANANAS intervenes in the Real-Time Market by issuing a direction in accordance with clause 3.4.4(c), clause 3.4.4(d), clause 3.4.5, clause 7.7.4(b), or clause 7.7.5.

**BANANAS Deposit Rate**: A rate equal to the rate received by BANANAS for the Security Deposit. (BANANAS must use reasonable endeavours to obtain a rate which reflects reasonable commercial terms as regards to other deposit rates available at the time.)

**BANANAS-procured NCESS Contract:** A contract between BANANAS and a Market Participant or Ancillary Service Provider for the provision of an NCESS.

**BANANAS Regulations**: Means the *Australian Energy Market Operator (Functions) Regulations 2015*.

**BANANAS Transition Date**: Means 8:00 AM on 30 November 2015.

**Affected Dispatch Interval**: A Dispatch Interval for which the Dispatch Algorithm has been used to determine Dispatch Targets, Dispatch Caps and Market Clearing Prices, but the Dispatch Inputs included manifestly incorrect data that BANANAS reasonably considers have caused material differences in Market Clearing Prices.

**Aggregated Facility**: A group of Facilities of the type defined in clause 2.29.1B(c), aggregated under section 2.30, and treated as a single Facility for the purpose of these WEM Rules.

**Allowable Revenue**: Means the allowable revenue for BANANAS in performing its functions set out in clause 2.1A.2 as determined by the Economic Regulation Authority in accordance with section 2.22A.

**Alternative Network Constraint Equation**: A Constraint Equation formulation for a Network Constraint other than a Fully Co-optimised Network Constraint Equation.

**Amending Rules**: Has the meaning given in clause 2.4.1(c).

**Application Fee**: A fee determined by BANANAS under clause 2.24.2.

**Approval to Generate Notification**: Means the notification issued by the Network Operator to a Market Participant in accordance with clause 3A.8.12 granting final approval to a Transmission Connected Generating System to generate electricity.

**Arrangement for Access**: When used in the context of a “covered network” (as that term is defined in the Access Code) means an “access contract” (as that term is defined in the Access Code). When used in the context of a network which is not a “covered network” (as that term is defined in the Access Code) means any commercial arrangement through which “access” (as that term is defined in the Access Code) to that network is obtained.

**Associated Load:** Has the meaning given in clause 2.29.5G.

**Association Period:**Has the meaning given in clause 2.29.5G.

**Authorised Officer**: In respect of a Rule Participant, means:

(a) “Officer” as defined in Section 9 of the Corporations Act;

(b) “executive officer” as defined in section 3(1) of the Electricity Corporations Act; or

(c) for a Rule Participant that is not a body corporate, a person who is legally able to bind that Rule Participant.

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| **Explanatory Note**  The definition for 'Automatic Generation Control System' is amended to clarify that the system is applicable for implementing both Dispatch Targets and Dispatch Caps. |

**Automatic Generation Control System (AGC)**: The system into which Dispatch Targets or Dispatch Caps are entered and processed by BANANAS for Registered Facilities operating on automatic generation control.

**Availability Class**: Means the annual availability of Certified Reserve Capacity set out in clause 4.5.12, as either Availability Class 1 or Availability Class 2, as applicable.

**Availability Class 1**: The Availability Class assigned by BANANAS to a facility containing an Intermittent Generating System or Non-Intermittent Generating System, and any other facility that is expected to be available to be dispatched for all Trading Intervals in a Capacity Year, under clause 4.11.4(a).

**Availability Class 2**: The Availability Class assigned by BANANAS to Certified Reserve Capacity that is not expected to be available to be dispatched for all Trading Intervals in a Capacity Year, under clause 4.11.4(b).

**Availability Curve**: A curve developed by BANANAS under clause 4.5.10(e).

**Availability Declaration**: A declaration included with a STEM Submission or Standing STEM Submission and which includes the information described in clause 6.6.2A(b).

**Availability Declaration Exemption**: Means a condition specified in clause 3.18B.4.

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| **Explanatory Note**  The definition for 'Available Capacity' is amended to clarify that the concept does not relate specifically to synchronisation, and includes intermittent capacity and other non-synchronous capacity. |

**Available Capacity**: For a Registered Facility in a Dispatch Interval, Injection or Withdrawal capacity that the Market Participant is not expecting to make ready for dispatch in the Dispatch Interval, but expects to be able to make ready for dispatch in the Dispatch Interval if given notice before the relevant Start Decision Cutoff, allowing for expected operating conditions and the effect of any Outages that have not been rejected for the Registered Facility. To avoid doubt, Available Capacity is not limited by the expected availability of intermittent fuels for an Intermittent Generating System such as wind.

**AZ:** Means the ratio of excess Reserve Capacity to the Reserve Capacity Requirement for a Reserve Capacity Cycle that is determined to be sufficiently high for the Reserve Capacity Price to be zero.

**Bank Bill Rate**: The rate set by BANANAS:

(a) at approximately 10:00am on any given Business Day to apply for that day; or

(b) if the relevant day is not a Business Day, or BANANAS does not set a rate for that day, on the previous Business Day on which a rate was set under paragraph (a),

(based on an industry standard market indicator, details of which must be published by BANANAS).

**Base ESS Quantity**: For a Dispatch Interval and a SESSM Award where there is a non-zero SESSM Availability Payment, the quantity of the relevant Frequency Co-optimised Essential System Service which the Facility would have been capable of providing if not granted the SESSM Award, and which must be offered in addition to the SESSM Availability Quantity.

**Benchmark Reserve Capacity Price**: In respect of a Reserve Capacity Cycle, the price published by the Economic Regulation Authority under clause 4.16.1.

**Bilateral Contract**: A contract formed between any two persons for the sale of electricity by one of those persons to the other.

**Bilateral Submission**: A submission by a Market Participant to BANANAS made in accordance with clause 6.2.

**Bilateral Submission Cutoff**: Means 8:50 AM on the Scheduling Day for the Trading Day, or such other time as may be notified by BANANAS under clause 6.4.6B.

**Bilateral Submission Results Window**: For a point in time in the 24-hour period starting at 8:00 AM on a Scheduling Day, the period of eight consecutive Trading Days starting with the Trading Day for the Scheduling Day.

**BRCP Cap Factor:** Means the ratio of the Reserve Capacity Price to the Benchmark Reserve Capacity Price for a Reserve Capacity Cycle if there was to be no excess Reserve Capacity in that Reserve Capacity Cycle.

**Business Day**: A day that is not a Saturday, Sunday, or a public holiday throughout Western Australia. For the purpose of clauses 9.3.4 and 9.15.7, a Business Day is a day that is not a Saturday, Sunday, or a public holiday (including a bank holiday) throughout Western Australia and/or Sydney (New South Wales).

**Calendar Hour:** A period of one hour, commencing on the hour.

**Candidate Fixed Price Facility:** Means a Facility that has been nominated to be classified as a Fixed Price Facility in accordance with clause 4.14.1B.

**Capacity Adjusted Forced Outage Quantity:** Means, the quantity, in MW, of the derating of a Facility or Separately Certified Component in a Dispatch Interval or Trading Interval from the Reserve Capacity Obligation Quantity for the Facility or Separately Certified Component as determined by BANANAS in accordance with:

(a) for a Separately Certified Component in a Dispatch Interval, the formula in clause 3.21.7;

(b) for a Separately Certified Component in a Trading Interval, the formula in clause 3.21.7A;

(c) for a Facility in a Trading Interval, the formula in clause 3.21.7B; and

(d) for a Facility in a Dispatch Interval, the formula in clause 3.21.7C.

**Capacity Adjusted Planned Outage Quantity:** Means, the quantity, in MW, of the derating of a Facility or Separately Certified Component in a Dispatch Interval or Trading Interval from the Reserve Capacity Obligation Quantity for the Facility or Separately Certified Component as determined by BANANAS in accordance with:

(a) for a Separately Certified Component in a Dispatch Interval, the formula in clause 3.21.8;

(b) for a Separately Certified Component in a Trading Interval, the formula in clause 3.21.8A;

(c) for a Facility in a Trading Interval, the formula in clause 3.21.8B; and

(d) for a Facility in a Dispatch Interval, the formula in clause 3.21.8C.

**Capacity Cost Refund**: Has the meaning given in clause 4.26.2E.

**Capacity Credit**: A notional unit of Reserve Capacity provided by a Facility during a Capacity Year. The total number of Capacity Credits provided by a Facility is determined in accordance with section 4.20. Each Capacity Credit is equivalent to 1MW of Reserve Capacity. The Capacity Credits to be provided by a Facility are held by the Market Participant registered in respect of that Facility. The number of Capacity Credits to be provided by a Facility may be reduced in certain circumstances under the WEM Rules, including under clause 4.25.4 or adjusted under clause 4.25.6.

**Capacity Credit Allocation**: The allocation of a number of Capacity Credits held by a Market Participant for a Facility to a Market Customer for a Trading Month for settlement purposes through the allocation process in sections 9.4 and 9.5.

**Capacity Credit Allocation**: The allocation of a number of Capacity Credits held by a Market Participant for a Facility to a Market Participant for a Trading Day for settlement purposes through the allocation process in section 4.30.

**Capacity Credit Allocation Submission**: A submission from a Market Participant to BANANAS made in accordance with clauses 4.30.1 and 4.30.3 to allocate Capacity Credits to a single Market Participant.

**Capacity Shortfall**: Has the meaning given in clause 4.26.2D.

**Capacity Year**: A period of 12 months commencing at the start of the Trading Day which commences on 1 October and ending on the end of the Trading Day ending on 1 October of the following calendar year.

**Category A**: The class of WEM Rules classified as Category A civil penalty provisions in the WEM Regulations for the purposes of the imposition of civil penalties under the Regulations.

**Category B**: The class of WEM Rules classified as Category B civil penalty provisions in the WEM Regulations for the purposes of the imposition of civil penalties under the Regulations.

**Category C**: The class of WEM Rules classified as Category C civil penalty provisions in the WEM Regulations for the purposes of the imposition of civil penalties under the Regulations.

**CC Uplift Quantity**: Has the meaning given in clause 4.1A.4.

**Central Dispatch Process**: The process managed by BANANAS for the dispatch of Registered Facilities for energy and Essential System Services described in clause 7.2.1.

**Certified Reserve Capacity**: For a Facility, and in respect of a Reserve Capacity Cycle, is the quantity of Reserve Capacity that BANANAS has assigned to the Facility for the Reserve Capacity Cycle in accordance with clause 4.11, as adjusted under these WEM Rules including clause 4.14.8. Certified Reserve Capacity assigned to a Facility registered by a Market Participant is held by that Facility.

**Charge Level**: An Equipment Limit indicating the current level of stored energy in MWh in an Electric Storage Resource, as provided to BANANAS in a real-time data feed in accordance with section 2.36A.

**Chief Executive Officer**: In respect of a Rule Participant, the chief executive officer of the relevant Rule Participant, or if that Rule Participant has no chief executive officer, then the individual nominated by the Rule Participant and holding a similar position to that of chief executive officer of the Rule Participant.

**Civil Penalty**: Means an amount imposed under a provision of these WEM Rules that has been specified in Regulations or falls within a class specified in WEM Regulations as a civil penalty provision as provided for under section 124(2)(h) of the Electricity Industry Act.

**Civil Penalty Amount**: Means an amount imposed in respect of a breach of a provision of the WEM Rules or the WEM Regulations, that has been specified in Schedule 1 of the WEM Regulations as a civil penalty provision.

**Co-ordinated Universal Time:** Co-ordinated Universal Time is determined by the International Bureau of Weights and Measures and maintained under section 8AA of the National Measurement Act 1960 of the Commonwealth.

**Cold Season**: The period commencing at the start of the Trading Day beginning on 1 April and ending at the end of the Trading Day finishing on the following 1 October.

**Commercial Operation:** The status determined by BANANAS that:

(a) under clause 4.13.10B a Facility (other than a Demand Side Programme); or

(b) under clause 4.13A.25 a Demand Side Programme,

is operating in the Wholesale Electricity Market.

**Commissioning Tests**: Has the meaning given in clause 3.21A.5.

**Commissioning Test Period**: The proposed period during which a Commissioning Test Plan will be conducted, as provided to BANANAS under clause 3.21A.7(d).

**Commissioning Test Plan**: The information submitted to BANANAS in accordance with clause 3.21A.7.

**Common Requirements**: In respect of each Technical Requirement, means each requirement as specified in Appendix 12 that is common to both the Ideal Generator Performance Standard and Minimum Generator Performance Standard.

**Conditional Certified Reserve Capacity**: Has the meaning given in clause 4.9.5.

**Confidential Information**: Market Information classified as confidential by an Information Manager under clause 10.2.3 or the Coordinator under section 10.5.

**Congestion Information Resource**: An information resource comprising the information described in clause 2.27B.3.

**Congestion Information Resource Objective**: Has the meaning given in clause 2.27B.1.

**Congestion Rental**: Means, in respect of a Registered Facility, for a Dispatch Interval and for a set of Network Constraints, the value calculated by BANANAS in accordance with clause 7.14.1.

**Constrained Portfolio**: For a Constraint Equation, a set comprising all the Registered Facilities within a single Portfolio that are located behind the relevant Network Constraint.

**Constrained Uplift Payment Ratio**: Has the meaning given in clause 2.16C.2.

**Constraint**: Means:

(a) a Network Constraint; and

(b) a limitation or requirement affecting the capability of a Load or Energy Producing System such that it would represent a risk to Power System Security or Power System Reliability if the limitation or requirement was removed.

**Constraint Equation**: A mathematical representation of a Constraint on the SWIS.

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| **Explanatory Note**  The defined term “Constraint Sets” is replaced with the term “Constraint Set”, because the singular version of the term is also required. |

**Constraint Set**: A group of Constraint Equations that respond to a particular condition or set of conditions.

**Constraints Library**: The collection of:

(a) Constraint Equations and Constraint Sets that BANANAS is required to develop and maintain in accordance with section 2.27A or clause 5.7.3;

(b) supporting information, including:

i. Limit Advice, including Limit Equations and Limit Advice Inputs;

ii. the Operating Margin forming part of each Constraint Equation; and

iii. any other information specified in the WEM Procedure referred to in clause 2.27A.10; and

(c) for each Reserve Capacity Cycle:

i. the information provided by each Network Operator under clause 4.4B.5;

ii. the Preliminary RCM Constraint Equations; and

iii. the final RCM Constraint Equations used by BANANAS in the Network Access Quantity Model for determining Network Access Quantities under Appendix 3.

**Consumption Contributing Quantity**: For a Market Participant for a Trading Interval, has the meaning given in clause 9.5.7.

**Consumption Deviation Application:** An application submitted by a Market Participant to BANANAS under clause 4.26.2CB(a) or clause 4.28.9A, notifying BANANAS and providing evidence that the consumption of a Load was affected.

**Consumption Share**: Has the meaning given in clause 9.5.6.

**Contestable Customer**: A person that may purchase electrical energy from any retailer, including Synergy.

**Contingency Event**: Has the meaning given in clause 3.8A.1.

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| **Explanatory Note**  The amendments to the definitions for 'Contingency Lower Offset' and 'Contingency Raise Offset' reflect how these quantities are used in the Dispatch Algorithm. Rather than a multiplicative factor, these are offsets calculated by BANANAS based on system conditions and an assessment of the largest risk. The dispatch process takes a number of inputs to determine whether more or less Contingency Reserve Raise is required, such as load relief, the level of inertia and the size of the largest contingency itself. |

**Contingency Lower Offset**: For each Dispatch Interval or Pre-Dispatch Interval, the offset determined by BANANAS in accordance with the WEM Procedure referred to in clause 7.2.5, when determining the quantity of Contingency Reserve Lower required to maintain the SWIS frequency in accordance with the Frequency Operating Standards taking into account the size of the Largest Credible Load Contingency, and where:

(a) a negative offset quantity indicates additional Contingency Reserve Lower is required; and

(b) a positive offset quantity indicates less Contingency Reserve Lower is required.

**Contingency Raise Offset**: For each Dispatch Interval or Pre-Dispatch Interval, the offset determined by BANANAS in accordance with the WEM Procedure referred to in clause 7.2.5 when determining the quantity of Contingency Reserve Raise required to maintain the SWIS frequency in accordance with the Frequency Operating Standards considering the Largest Credible Supply Contingency, and where:

(a) a negative offset quantity indicates additional Contingency Reserve Raise is required; and

(b) a positive offset quantity indicates less Contingency Reserve Raise is required.

**Contingency Reclassification Conditions**: Means the conditions that BANANAS determines give rise to the need to reclassify a Non-Credible Contingency Event as a Credible Contingency Event.

**Contingency Reserve**: Has the meaning given in clause 3.9.4.

**Contingency Reserve Lower**: Has the meaning given in clause 3.9.6.

**Contingency Reserve Lower Market Clearing Price**: The Market Clearing Price for Contingency Reserve Lower.

**Contingency Reserve Lower Offer Price Ceiling**: The price, in dollars per MW per hour, determined in accordance with clause 2.26.2B, and as may be indexed in accordance with clause 2.26.2U, that is the maximum price that may be associated with a Real-Time Market Submission or Standing Real-Time Market Submission for the provision of Contingency Reserve Lower.

**Contingency Reserve Raise**: Has the meaning given in clause 3.9.5.

**Contingency Reserve Raise Market Clearing Price**: The Market Clearing Price for Contingency Reserve Raise.

**Contingency Reserve Raise Offer Price Ceiling**: The price, in dollars per MW per hour, determined in accordance with clause 2.26.2B, and as may be indexed in accordance with clause 2.26.2U, that is the maximum price that may be associated with a Real-Time Market Submission or Standing Real-Time Market Submission for the provision of Contingency Reserve Raise.

**Contract Maximum Demand**: Has the meaning given in Appendix 3 of the Electricity Networks Access Code 2004.

**Controlled Circumstances**: Circumstances where BANANAS expects or requires SWIS Frequency to vary as a result of a test or the process of dispatch.

**Coordinator**: The Coordinator referred to in section 4 of the Energy Coordination Act 1994.

**Coordinator’s Website**: A website or portion of a website maintained by, or on behalf of, the Coordinator.

**Coordinator Transfer Date**: Means 8:00AM on the date the amending rules made under the *Electricity Industry (Wholesale Electricity Market) Regulations 2004* (WA), regulation 7(4) giving effect to the transfer of functions from the Rule Change Panel to the Coordinator commence operation.

**Corporations Act**: The Corporations Act 2001 (Cwlth).

**Credible Contingency Event**: Has the meaning given in clause 3.8A.2.

**Credible Contingency Event Frequency Band**: Has the meaning given in clause 3B.2.3.

**Credit Limit**: In respect of a relevant Rule Participant, the amount determined by BANANAS in accordance with clause 2.37.4.

**Credit Support**: Has the meaning given in clause 2.38.4.

**Cure Notice**: Has the meaning given in clause 9.19.4(a).

**Customer**: Means a person to whom electricity is sold for the purpose of consumption.

**De-registration Notice:** means the notice issued by BANANAS under clause 2.32.7E(b).

**Declared Sent Out Capacity:** Has the meaning given in Appendix 3 of the Electricity Networks Access Code 2004.

**Deemed DSM Dispatch:** The quantity (in MWh) for a Demand Side Programme for a Trading Interval equal to the least of:

(a) half of the Facility’s Capacity Credits;

(b) the requested decrease in consumption specified under clause 7.13.1(eG); and

(c) the greater of zero and the difference between:

i. half of the Relevant Demand set in clause 4.26.2CA; and

ii. the Demand Side Programme Load measured in the Trading Interval, adjusted to add back any Further DSM Consumption Decrease.

**Default Levy**: The amount, in respect of a given Rule Participant and in the circumstance of a particular Payment Default, determined by BANANAS in accordance with clause 9.20.6.

**Degenerate Solution**: Occurs where, according to the Dispatch Algorithm, more than one combination of Dispatch Targets and ESS Enablement Quantities will maximise the value of Real-Time Market trading while taking into account the various constraints in section 7.2.

**Delegate**: Means a person appointed by BANANAS under clause 2.1A.3 to perform a function on its behalf that is, in BANANAS's opinion, competent to exercise the relevant function.

**Demand Side Management**: A type of capacity held in respect of a Facility connected to the SWIS; specifically, the capability of a Facility connected to the SWIS to reduce its consumption of electricity through the SWIS, as measured at the connection point of the Facility to the SWIS.

**Demand Side Programme**: Means a Facility registered in accordance with clause 2.29.5A.

**Demand Side Programme Capacity Cost Refund:** Has the meaning given in clause 4.26.3A.

**Demand Side Programme Load**: Has the meaning given in clause 9.5.4.

**DER Generation Information**: Standing data in relation to:

(a) a Small Generating Unit; or

(b) Storage Works with an export capacity of less than 5 MW.

**DER Register**: The register established and maintained by BANANAS in accordance with clause 3.24.

**DER Register Information**: Information contained in the DER Register.

**DER Register Report**: The report of aggregated DER Register Information required to be developed and published by BANANAS under clause 3.24.12.

**DER Roadmap**: The distributed energy resources roadmap delivered by the Energy Transformation Taskforce pursuant to the Western Australian Government’s Energy Transformation Strategy and published by the Minister on 4 April 2020.

**DER Roadmap Actions**: Any activities undertaken by BANANAS to implement the DER Roadmap that have been endorsed by the Minister as Wholesale Electricity Market and Constrained Network Access Reform and includes any and all such activities undertaken after 31 December 2019 irrespective of the date they were endorsed.

**DER Roadmap Implementation Costs**: Any costs incurred by BANANAS after 31 December 2019 in respect of DER Roadmap Actions.

**Disconnected Microgrid**: Means a part of the SWIS that is not an Embedded System, that is designed to be disconnected from the remainder of the SWIS, and that has disconnected from the remainder of the SWIS, and is being operated independently from the SWIS by a Network Operator.

**Dispatch Algorithm**: Means, the algorithm used in the Central Dispatch Process developed by BANANAS in accordance with section 7.2.

**Dispatch Cap**: The total MW level of Injection or Withdrawal that must not be exceeded by a Semi-Scheduled Facility at the end of the Dispatch Interval.

**Dispatch Criteria**: Means the criteria under clause 7.6.1.

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| **Explanatory Note**  The definition for 'Dispatch Forecast' is amended as a consequence of introducing the concepts of Unconstrained Injection Forecasts and Unconstrained Withdrawal Forecasts, and clarifies how the Dispatch Algorithm uses these quantities to determine an overall Dispatch Forecast for Non‑Scheduled Facilities and Semi-Scheduled Facilities. |

**Dispatch Forecast**: The total MW level of Injection or Withdrawal expected to be reached by a Semi-Scheduled Facility or Non-Scheduled Facility at the end of the Dispatch Interval which is:

(a) for a Non-Scheduled Facility, the Market Participant’s Unconstrained Injection Forecast or Unconstrained Withdrawal Forecast, as applicable, for the Non‑Scheduled Facility for the Dispatch Interval, as may be replaced by BANANAS under clause 7.2.4A; and

(b) for a Semi-Scheduled Facility:

i. if BANANAS has specified a Dispatch Target for the Semi-Scheduled Facility for the Dispatch Interval, that Dispatch Target;

ii. otherwise, if the Semi-Scheduled Facility is expected to be Injecting at the end of the Dispatch Interval, the lesser of:

1. the Dispatch Cap for the Semi-Scheduled Facility for the Dispatch Interval; and

2. the Market Participant’s Unconstrained Injection Forecast for the Semi-Scheduled Facility for the Dispatch Interval, as may be replaced by BANANAS under clause 7.2.4A; and

iii. otherwise, the greater of:

1. the Dispatch Cap for the Semi-Scheduled Facility for the Dispatch Interval; and

2. the Market Participant’s Unconstrained Withdrawal Forecast for the Semi-Scheduled Facility for the Dispatch Interval, as may be replaced by BANANAS under clause 7.2.4A.

**Dispatch Inflexibility Profile**: Means, the parameters that indicate a Registered Facility’s MW capacity and time related dispatch inflexibilities in accordance with clause 7.4.44 for a Fast Start Facility.

**Dispatch Input**: Any value, excluding the values made, or required to be made, by Market Participants in a Real-Time Market Submission, that is used by the Dispatch Algorithm, including:

(a) measurements of power system status;

(b) the Forecast Unscheduled Operational Demand;

(c) Constraint Equations; and

(d) software setup for the Dispatch Algorithm.

**Dispatch Instruction**: Has the meaning given in clause 7.6.5.

**Dispatch Interval**: Means each 5 minute period commencing at 0, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50 and 55 minutes past the hour.

**Dispatch Quantity**: The value specified for the Capacity Year in the Statement of Opportunities Report most recently published before the start of the Capacity Year.

**Dispatch Schedule**: A forecast of the Market Clearing Prices, Dispatch Targets, Dispatch Caps, Dispatch Forecasts and Essential System Services Enablement Quantities for each Dispatch Interval in the Dispatch Schedule Horizon.

**Dispatch Schedule Horizon**: The next 24 Dispatch Intervals after a Dispatch Interval.

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| **Explanatory Note**  The definition for 'Dispatch Target' is amended to remove the reference to Demand Side Programmes, which have specific Dispatch Instruction arrangements and no longer receive “Dispatch Targets”. |

**Dispatch Target**: For a Scheduled Facility or Semi-Scheduled Facility, the level of Injection or Withdrawal to be reached at the end of a Dispatch Interval.

**Dispute Participants**: The parties to a relevant dispute described in clause 2.18.2.

**Distribution Loss Factor:** A factor representing the average electrical losses incurred when electricity is transmitted through a distribution network.

**Distribution Loss Factor Class:** A group of one or more connection points with common characteristics assigned a common Distribution Loss Factor.

**Draft Rule Change Report**: The draft report described in clause 2.7.7 and published by the Coordinator under clause 2.7.6(a) in relation to a Rule Change Proposal.

**Draw Upon**: In relation to Credit Support or Reserve Capacity Security held by BANANAS in relation to a Rule Participant, means that BANANAS:

(a) in relation to a Security Deposit, applies the Security Deposit to satisfy amounts owing by the relevant Rule Participant; or

(b) in relation to other Credit Support, exercises its rights under the Credit Support, including by drawing or claiming an amount under it.

**Droop Response**: A fast, automatic and localised control scheme for generation facilities, wherein power output is proportionally adjusted to counteract frequency deviations.

**DSM Reserve Capacity Security**: The reserve capacity security to be provided for a Demand Side Programme that:

(a) has the meaning given in clause 4.13A.6; and

(b) is as calculated and re-calculated under section 4.13A.

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| **Explanatory Note**  The following definitions are added to support the new arrangements for Demand Side Programme submissions, dispatch and publications:   * DSP Constrained Withdrawal Quantity and DSP Unconstrained Withdrawal Quantity; * DSP Forecast Capacity and DSP Forecast Reduction; * DSP Schedule, DSP Pre-Dispatch Schedule and DSP Week-Ahead Schedule; and * DSP Withdrawal Profile Submission.   The definition of DSP Ramp Rate Limit deleted because ramp rates are no longer required for Demand Side Programmes. |

**DSP Constrained Withdrawal Quantity**: A Market Participant’s estimate of the absolute value of the average MW Withdrawal of its Demand Side Programme in a Dispatch Interval, taking into account any information about the potential or actual dispatch of the Demand Side Programme that is provided by BANANAS in Market Advisories under clause 7.11.6(cA), Dispatch Instructions under clause 7.6.15 or notifications under clause 4.25.9(h).

**DSP Forecast Capacity**: An estimate of the potential reduction in the absolute value of Withdrawal of a Demand Side Programme in a Dispatch Interval if the Demand Side Programme was fully dispatched by BANANAS in accordance with the Reserve Capacity Obligations for the Demand Side Programme, determined by BANANAS in accordance with clause 7.8A.3.

**DSP Forecast Reduction**: An estimate of the expected reduction in the absolute value of Withdrawal of a Demand Side Programme in a Dispatch Interval based on DSP Withdrawal Profile Submissions provided by the Market Participant, determined by BANANAS in accordance with clause 7.8A.4.

**DSP Pre-Dispatch Schedule**: Has the meaning given in clause 7.8A.1.

**DSP Schedule**: A DSP Week-Ahead Schedule or a DSP Pre-Dispatch Schedule.

**DSP Unconstrained Withdrawal Quantity**: A Market Participant’s estimate of the absolute value of the average MW Withdrawal of its Demand Side Programme in a Dispatch Interval, assuming that the Demand Side Programme does not receive a notification under clause 4.25.9(h) or Dispatch Instruction under clause 7.6.15 that affects its Withdrawal in the Dispatch Interval.

**DSP Week-Ahead Schedule**: Has the meaning given in clause 7.8A.1.

**DSP Withdrawal Profile Submission**: A submission made by a Market Participant to BANANAS which provides a DSP Unconstrained Withdrawal Quantity and DSP Constrained Withdrawal Quantity for a Demand Side Programme for a Dispatch Interval.

**Early Certified Reserve Capacity**: Reserve Capacity which is certified and assigned to a new Facility by BANANAS for a future Reserve Capacity Cycle under clause 4.28C.

**Economic Regulation Authority**: The body established under section 4(1) of the Economic Regulation Authority Act (WA).

**Electric Storage Resource**: A system or resource capable of receiving and storing energy for later production of electric energy.

**Electric Storage Resource Obligation Duration**: The eight contiguous Electric Storage Resource Obligation Intervals which apply each Trading Day and commence at the time published by BANANAS in accordance with clause 4.11.3A.

**Electric Storage Resource Obligation Interval**: A Trading Interval, that BANANAS has determined in accordance with the WEM Procedure referred to in clause 4.11.3A, in which a non‑zero Reserve Capacity Obligation Quantity is applied to an Electric Storage Resource.

**Electric Storage Resource Obligation Quantity**: The specific amount of capacity required to be provided in a Trading Interval as part of a Reserve Capacity Obligation for an Electric Storage Resource set by BANANAS in accordance with clauses 4.12.14 and 4.12.14A as adjusted from time to time in accordance with these WEM Rules, including under clause 4.12.6.

**Electrical Location**: The zone substation at which the Transmission Loss Factor for a Registered Facility is defined.

**Electricity Corporations Act**: Means the Electricity Corporations Act 2005 (WA).

**Electricity Industry Act:** Means the Electricity Industry Act 2004 (WA).

**Electricity Review Board**: The Board within the meaning of the Electricity Industry Act.

**Eligible Services:** Has the meaning given in clause 4.24.3.

**Embedded System**: Means a Network connected at a connection point on the SWIS which is owned, controlled or operated by a person who is not a Network Operator or BANANAS.

**Emergency Operating State**: The state of the SWIS defined in clause 3.5.1.

**Enablement Limit**: Enablement Maximum or Enablement Minimum.

**Enablement Losses**: For a Registered Facility providing a Frequency Co-optimised Essential System Service in a Dispatch Interval, an estimate of the difference between the revenue received for providing energy and the Frequency Co‑optimised Essential System Service in the Dispatch Interval and the cost of providing those services, determined in accordance with clauses 9.10.3C, 9.10.3D, 9.10.3E, 9.10.3F or 9.10.3G as applicable.

**Enablement Maximum**: In relation to a Real-Time Market Offer for a Frequency Co-optimised Essential System Service, the level of Injection or Withdrawal above which no response is specified as being available.

**Enablement Minimum**: In relation to a Real-Time Market Offer for a Frequency Co-optimised Essential System Service, the level of Injection or Withdrawal below which no response is specified as being available.

**Energy Market Clearing Price**: The Market Clearing Price for energy.

**Energy Market Commencement**: The date and time at which the first Trading Day commences, as published by the Minister in the Government Gazette.

**Energy Offer Caps**: The Energy Offer Price Floor and the Energy Offer Price Ceiling.

**Energy Offer Price Ceiling**: The price in $/MWh determined in accordance with clause 2.26.2, and as may be indexed in accordance with clause 2.26.2U, that is the maximum price that may be associated with a Portfolio Supply Curve or Portfolio Demand Curve forming part of a STEM Submission or Standing STEM Submission, and with a Real-Time Market Submission or Standing Real-Time Market Submission for energy by a Registered Facility.

**Energy Offer Price Floor**: The price in $/MWh determined in accordance with clauses 2.26.2D to 2.26.2K, and as may be indexed in accordance with clause 2.26.2U, that is the minimum price that may be associated with a Portfolio Supply Curve or Portfolio Demand Curve forming part of a STEM Submission or Standing STEM Submission, and with a Real-Time Market Submission or Standing Real‑Time Market Submission for energy by a Registered Facility.

**Energy Producing System**: One or more electricity producing units, such as generation systems or Electric Storage Resources, located behind a single network connection point or electrically connected behind two or more shared network connection points.

**Energy Storage Constraints**: limitations on the Injection or Withdrawal capability of a Registered Facility based on the Charge Level of associated Electric Storage Resources.

**Energy Uplift Payment**: Is the Energy Uplift Payment in respect of a Facility and, in relation to a:

(a) Trading Interval, has the meaning given in clause 9.9.7; and

(b) Dispatch Interval, has the meaning given in clause 9.9.8.

**Energy Uplift Price**: Is the Energy Uplift Price in respect of a Facility and Dispatch Interval, has the meaning given in clause 9.9.10.

**Energy Uplift Quantity**: Is the Energy Uplift Quantity in respect of a Facility and Dispatch Interval, has the meaning given in clause 9.9.11.

**Environmental Approval**: In respect of a Facility is a licence, consent, certificate, notification, declaration or other authorisation required under any law relating to the protection or conservation of the environment for the lawful construction of the Facility or the development of the site on which the Facility is to be constructed.

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| **Explanatory Note**  The definition of EOI Facility Variant is intended to apply in situations where a proponent may submit multiple Expressions of Interest under the Reserve Capacity Expressions of Interest process for different permutations of a single intended facility. That is, the proponent does not intend for all Expressions of Interest submitted to progress to the certification of Reserve Capacity, but rather a single permutation. Each of the related Expressions of Interest are “EOI Facility Variants”. |

**EOI Facility Variant**: An Expression of Interest that is associated with one or more other Expressions of Interest and that, on the basis of the information provided in clause 4.4.1, relates to the same Facility.

**EOI Quantity**: Means the quantity, in MW, at which a Registered Facility was Injecting or Withdrawing as at the end of a Dispatch Interval.

**Equipment Limit**: Has the meaning given in clause 3.2.1.

**Equipment List**: Means the list maintained by BANANAS under clause 3.18A.1.

**Equipment List Facility**: Means a Facility or item of equipment that is included on the Equipment List.

**Equivalent Planned Outage Hours**: Means, in respect of a Facility, the sum of the “Planned Outage Hours” and the “Equivalent Planned Derated Hours” for the Facility as calculated in accordance with the WEM Procedure specified in clause 4.9.10.

**ERA Transfer Date**: Means 8:00 AM on 1 July 2016.

**ESR Charge Shortfall**: The MW quantity of capacity of a Scheduled Facility or Semi-Scheduled Facility that is subject to a capacity refund in a Trading Interval due to the inadequate Charge Level of an Electric Storage Resource, calculated in accordance with clause 4.26.1E.

**Essential System Service**: A service, including each service described in section 3.9, that is required to maintain Power System Security and Power System Reliability, facilitate orderly trading in electricity and ensure that electricity supplies are of an acceptable quality.

**Essential System Service Enablement Quantity**: the quantity of a Frequency Co-optimised Essential System Service to be provided by a Registered Facility in a Dispatch Interval.

**Essential System Service Standards**: The standards referred to in these WEM Rules for Essential System Services, including those set out in sections 3.7 and 3.10.

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| **Explanatory Note**  Commitment decisions are made by Market Participants, but Market Participants may wish to consider the interaction between minimum enablement quantities and the cost of providing ESS. BANANAS will calculate estimated Enablement Losses and provide the information for Market Participants to consider in constructing their offers. |

**Estimated Enablement Losses**: For a Registered Facility in a Dispatch Interval is:

EL = Max(0,LF\*EM \* (LFAOP – MCP))

Where:

EM is the Enablement Minimum;

LF is the Loss Factor for the Registered Facility.

LFAOP is the Loss Factor Adjusted Price in the Price-Quantity Pair for energy in the Real-Time Market Submission which corresponds to the Enablement Minimum Quantity; and

MCP is the Energy Market Clearing Price in that Dispatch Interval based on the Market Schedules published by BANANAS.

**Estimated FCESS Uplift Payment**: For a Scheduled Facility or Semi-Scheduled Facility in a Dispatch Interval is:

where:

(a) 5/60 represents the period of a Dispatch Interval in hours;

(b) LF is the Loss Factor for the Registered Facility;

(c) EM is the greatest Enablement Minimum in a Real-Time Market Submission for a Frequency Co-optimised Essential System Service for the Registered Facility in the Dispatch Interval for which the Registered Facility had an Essential System Service Enablement Quantity greater than zero;

(d) LFAOP is the Loss Factor Adjusted Price in the Price-Quantity Pair which corresponds to EM in the Real-Time Market Submission for energy for the Registered Facility in the Dispatch Interval; and

(e) MCP is the Energy Market Clearing Price in the Dispatch Interval based on the Market Schedules published by BANANAS.

**Excess Allocation Price**: For a Market Participant is as calculated in accordance with clause 9.8.3(i).

**Exempt Transmission Connected Generating System**: Has the meaning given in clause 3A.3.1.

**Existing Facility Load for Scheduled Generation**: Means the MWh quantity determined for a Trading Interval under step 7 of the Relevant Level Methodology.

**Existing Transmission Connected Generating System**: Means a Transmission Connected Generating System for which an Arrangement for Access has been executed prior to the Tranche 1 Commencement Date other than an Exempt Transmission Connected Generating System.

**Expression of Interest**: In respect of a Reserve Capacity Cycle, a response to the Request for Expressions of Interest provided to BANANAS in accordance with section 4.2.

**External Administrator**: Means an administrator, controller, managing controller or restructuring practitioner (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

**External Constraint**: Means an event impacting the operation of the whole of the SWIS, or any significant part of it.

**Extreme Frequency Tolerance Band**: Has the meaning given in clause 3B.2.5.

**EZ:** Means the ratio of excess Reserve Capacity to the Reserve Capacity Requirement for a Reserve Capacity Cycle at which no additional resources should enter the market under a very wide range of market conditions.

**EZ BRCP Factor:** Means the ratio of the Reserve Capacity Price to the Benchmark Reserve Capacity Price for a Reserve Capacity Cycle if the ratio of excess Reserve Capacity to the Reserve Capacity Requirement for a Reserve Capacity Cycle was equal to EZ in that Reserve Capacity Cycle.

**Facility**: Has the meaning given in clause 2.29.1B, which can be an unregistered Facility or Registered Facility.

**Facility**: Has the meaning given in clause 2.29.1B, which can be an unregistered facility or Registered Facility.

**Facility Capacity Rebate**: For a Scheduled Facility, Semi-Scheduled Facility or a Demand Side Programme, the rebate determined for a Trading Month m, as calculated in accordance with clause 4.26.6.

**Facility Classes**: Any one of the classes of Facility specified in clause 2.29.1A.

**Facility Contingency**: Means a Credible Contingency Event associated with the unexpected automatic or manual disconnection of, or the unplanned change in output of, one or more operating energy producing units or Facilities.

**Facility Daily Reserve Capacity Price:** The Facility Monthly Reserve Capacity Price for a Facility as determined in accordance with clause 4.29.1A, divided by the number of Trading Days in the relevant Trading Month**.**

**Facility Monthly Reserve Capacity Price:** Means the dollar price per Capacity Credit per Trading Month calculated in respect of a Facility in accordance clause 4.29.1A.

**Facility Performance Factor**: For a Registered Facility and a Frequency Co-optimised Essential System Service in a Dispatch Interval or Pre-Dispatch Interval, the ratio between the Essential System Service Enablement Quantity and the Registered Facility’s Contribution to meeting the requirement for that Frequency Co-optimised Essential System Service, where:

(a) a ratio of one denotes that one MW of the relevant Frequency Co-optimised Essential System Service enabled at the Registered Facility contributes one MW to meeting the requirement for that Frequency Co-optimised Essential System Service; and

(b) a ratio of less than one denotes that one MW of the relevant Frequency Co-optimised Essential System Service enabled at the Registered Facility contributes less than one MW to meeting the requirement for that Frequency Co-optimised Essential System Service.

**Facility Reserve Capacity Deficit Refund:** Has the meaning given in clause 4.26.1A.

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| **Explanatory Note**  The quantity of Contingency Reserve Raise that a Facility is cleared for is not a part of setting the Contingency Reserve Requirement under the Dispatch Algorithm. This is due to the fact that the Dispatch Algorithm ensures that any Credible Contingency of a Facility can be covered by all other Facilities and their Contingency Raise allocations. The amendment to the definition for 'Facility Risk' will ensure that cost recovery is more reflective of the requirement. |

**Facility Risk**: Means, for a Facility, the sum of energy and Regulation Raise cleared from the relevant Facility in that Dispatch Interval.

**Facility SESSM Refund**: Means, for a Dispatch Interval, Registered Facility and an Essential System Service, the amount refunded by a Market Participant to whom the Facility is registered, for failing to meet their obligations under each relevant SESSM Award.

**Facility Speed Factor:** A parameter that defines the approximation of the response curve of a Facility to a Contingency Event, in the form:

**Facility Sub-Metering**: Metering arrangements sufficient to calculate the contribution of each Separately Certified Component and associated Parasitic Loads to the Injection or Withdrawal of energy for a Facility, which may include use of Meter Data Submissions where each Separately Certified Component is not individually metered.

**Facility Technology Types**: Means any one of the types of technologies specified in clause 2.29.1.

**Facility Tolerance Range**: Means the amount, in MW, determined by BANANAS under clause 2.13.17(b)(iii) in relation to a specific Facility, as varied under clause 2.13.20, as applicable.

**Fast Start Facility:** A Scheduled Facility or Semi-Scheduled Facility that is capable of:

(a) synchronizing and changing its rate of Injection or Withdrawal within 30 minutes of receiving a Dispatch Instruction from BANANAS; and

(b) shutting down within 60 minutes from the time the Dispatch Instruction to synchronise was issued.

**Fast Track Rule Change Process**: The process for dealing with Rule Change Proposals set out in clause 2.6.

**FCESS Accreditation Shortfall**: Means, for a Frequency Co-optimised Essential System Service in a Dispatch Interval, a difference between the actual or forecast required quantity and the total accredited capability accounting for where Facility response capability is accredited to provide more than one Frequency Co-optimised Essential System Service, as identified under clause 3.11.1.

**FCESS Clearing Price Ceiling**: The maximum Market Clearing Price for a Frequency Co‑optimised Essential System Service in a Dispatch Interval, which is equal to:

where:

(a) EOPC is the Energy Offer Price Ceiling in the Dispatch Interval;

(b) EOPF is the Energy Offer Price Floor in the Dispatch Interval; and

(c) FCESSOPC is the relevant FCESS Offer Price Ceiling in the Dispatch Interval.

**FCESS Offer Price Ceilings**: The set of price limits comprising the Contingency Reserve Raise Offer Price Ceiling, the Contingency Reserve Lower Offer Price Ceiling, the RoCoF Control Service Offer Price Ceiling, the Regulation Raise Offer Price Ceiling and the Regulation Lower Offer Price Ceiling.

**FCESS Participation Shortfall**: Means, for a Frequency Co-optimised Essential System Service in a Dispatch Interval, a difference between the actual or forecast required quantity and the total capability offered as In-Service, as identified under clause 3.11.2(b).

**FCESS Uplift Payment**: A payment made to a Market Participant as compensation for Enablement Losses incurred by a Registered Facility providing one or more Frequency Co‑optimised Essential System Services, determined in accordance with:

(a) clause 9.10.3B, for a Trading Interval; and

(b) clause 9.10.3H, for a Dispatch Interval.

**Final Annual Consolidated Outage Intention Plan**: Means the final consolidated outline of Outages Market Participants and Network Operators expect to occur in a calendar year as accepted by BANANAS and developed and published by BANANAS in accordance with clause 3.19.9.

**Final Contingency Reserve Lower Market Clearing Price**: The Contingency Reserve Lower Market Clearing Price as published or revised under section 7.13.

**Final Contingency Reserve Raise Market Clearing Price**: The Contingency Reserve Raise Market Clearing Price as published or revised under section 7.13.

**Final Energy Market Clearing Price**: The Energy Market Clearing Price as published or revised and republished under section 7.13.

**Final Network Access Quantity**: Means, in respect of a Facility for a Reserve Capacity Cycle, the value recorded by BANANAS for the Facility in accordance with Appendix 3 for the Reserve Capacity Cycle.

**Final Regulation Lower Market Clearing Price**: The Regulation Lower Market Clearing Price as published or revised under section 7.13.

**Final Regulation Raise Market Clearing Price**: The Regulation Raise Market Clearing Price as published or revised under section 7.13.

**Final RoCoF Control Service Market Clearing Price**: The RoCoF Control Service Market Clearing Price as published or revised under section 7.13.

**Final Reference Trading Price**: The Reference Trading Price as published or revised under section 7.13.

**Final Rule Change Report**: In respect of a Rule Change Proposal to which the Fast Track Rule Change Process applies, the report described in clause 2.6.4 and published by the Coordinator in accordance with clause 2.6.3A(b). In respect of a Rule Change Proposal to which the Standard Rule Change Process applies, the report described in clause 2.7.8 and published by the Coordinator in accordance with clause 2.7.7A(b).

**Financial Penalty**: Means a Civil Penalty Amount.

**Financial Year**: A period of 12 months commencing on 1 July.

**Fixed Assessment Period**: A period of at least seven consecutive Trading Days in which the Constraint Equation relevant to the identification of a Constrained Portfolio under clause 2.16B.2(b) has continuously bound within a Rolling Test Window. A Rolling Test Window may contain multiple Fixed Assessment Periods.

**Fixed Price Facility:** Means a Candidate Fixed Price Facility that was assigned Capacity Credits for a Reserve Capacity Cycle in which it nominated in accordance with clause 4.14.1B to be classified as a Fixed Price Facility.

**Fixed Price Reserve Capacity Cycle:** Means, for a Fixed Price Facility, which is either:

(a) the Reserve Capacity Cycle in which the Fixed Price Facility was first assigned Capacity Credits; or

(b) any of the subsequent four Reserve Capacity Cycles.

**Forced Outage**: Has the meaning given in clause 3.21.1.

**Forecast Capital Expenditure**: With respect to BANANAS, the predicted sum of capital expenditure required for a Review Period as determined by the Economic Regulation Authority in accordance with section 2.22A.

**Forecast Operational Demand**: For a Dispatch Interval or Pre-Dispatch Interval, BANANAS’s estimate of the total Injection required, in MW, from Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities at the end of the interval, as determined by the Dispatch Algorithm for a Reference Scenario of a Market Schedule.

**Forecast Operational Withdrawal**: For a Dispatch Interval or Pre-Dispatch Interval, BANANAS’s estimate of the total Withdrawal, in MW, from Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities (excluding Registered Facilities that are not required to specify Price-Quantity Pairs for Withdrawals under clause 7.4.46A) at the end of the interval, as determined by the Dispatch Algorithm for a Reference Scenario of a Market Schedule.

**Forecast Unscheduled Operational Demand**: For a Dispatch Interval or Pre-Dispatch Interval, BANANAS’s estimate, determined in accordance with section 7.3, of the total Injection required, in MW, from Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities at the end of the interval, to serve demand that does not relate to:

(a) Withdrawals by Non-Scheduled Facilities; or

(b) Withdrawals scheduled by the Dispatch Algorithm for Scheduled Facilities or Semi-Scheduled Facilities.

**Frequency Band**: Means the Credible Contingency Event Frequency Band, Extreme Frequency Tolerance Band, Island Separation Frequency Band, Normal Operating Frequency Band or Normal Operating Frequency Excursion Band.

**Frequency Co-optimised Essential System Service**: Means an Essential System Service as defined in clause 3.9.1 to clause 3.9.7.

**Frequency Co-optimised Essential System Service Accreditation Parameters**: Means the information in respect of a Facility accredited to provide Frequency Co-optimised Essential System Services that is required to be included in the Standing Data for the Facility as set out in clause 2.34A.6.

**Frequency Operating Standards**: Means the SWIS Frequency outcomes set out in Chapter 3B and Appendix 13.

**Fuel Declaration**: A declaration included with a STEM Submission or Standing STEM Submission and which includes the information described in clause 6.6.2A(a).

**Fully Co-Optimised Network Constraint Equation**: A Constraint Equation formulation to address a Network Constraint that allows BANANAS, through direct physical representation, to control all the variables within the Constraint Equation that can be determined through the Central Dispatch Process excluding variables for which control would not materially enhance the security of the power system due to the small size of their coefficients.

**Gate Closure**: The latest point in time before the start of a Dispatch Interval that a Market Participant may submit a revised Real-Time Market Submission for that Dispatch Interval, other than for the purposes specified in clause 7.4.35, as determined by BANANAS under clauses 7.4.30 or 7.4.32 and published on the WEM Website.

**Generation Capacity Cost Refund:** Has the meaning given in clause 4.26.3.

**Generation Centre**: A geographically concentrated area containing a generating system or generating systems with significant combined generating capability.

**Generation Reserve Capacity Deficit Refund**: Has the meaning given in clause 4.26.1I.

**Generator Monitoring Plan**: Means a monitoring plan for a Transmission Connected Generating System in respect of the Registered Generator Performance Standards that apply to the Transmission Connected Generating System.

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| **Explanatory Note**  The new term “Generator Monitoring Plan Requirements” replaces the term “Template Generator Monitoring Plan”. |

**Generator Monitoring Plan Requirements**: The requirements relating to the content of a Generator Monitoring Plan set out in the WEM Procedure referred to in clause 3A.6.2 as may be amended from time to time.

**Generator Register**: Means a register required to be established and maintained by a Network Operator in accordance with clause 3A.7.1.

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| **Explanatory Note**  The definition of GIA Facility is amended to ensure that it only captures Facilities that were treated as Constrained Access Facilities for the purpose of certification of Reserve Capacity for one or more Reserve Capacity Cycles. |

**GIA Facility**: A Facility that was a Constrained Access Facility (as previously defined in the WEM Rules) for the purpose of certification of Reserve Capacity in one or more Reserve Capacity Cycles.

**GST:** means Goods and Services Tax and has the meaning given in the GST Act.

**GST Act:** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**High Breakpoint:** Means, for a Facility providing a Frequency Co-optimised Essential System Service, the MW energy dispatch level above which the Facility cannot provide the maximum quantity of that Frequency Co-optimised Essential System Service which it is capable of providing.

**Highest Network Access Quantity**: The Network Access Quantity determined for a Facility in accordance with clause 4.15.14.

**Hot Season**: The period commencing at the start of the Trading Day beginning on 1 December and ending at the end of the Trading Day finishing on the following 1 April.

**Ideal Generator Performance Standard**: Means the ideal generator performance standard in respect of a Technical Requirement as specified in Appendix 12.

**IMO**: The former Independent Market Operator that was abolished by the *Electricity Industry (Independent Market Operator) Repeal Regulations 2018* (which also repealed the *Electricity Industry (Independent Market Operator) Regulations 2004*).

**Impacted Participant**: Has the meaning given in clause 3.18C.1(b).

**Impacting Participant**: Has the meaning given in clause 3.18C.1(a).

**IMS**: Mean the Information Management System.

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| **Explanatory Note**  The definition for 'In-Service Capacity' is amended to clarify that it does not relate specifically to synchronisation, and includes decisions Market Participants make around equipment under their control within the Facility. The clarification regarding the availability of intermittent fuels is included to support the proposed changes to the way in which Semi-Scheduled Facilities and Non-Scheduled Facilities provide their Injection forecasts to BANANAS. |

**In-Service Capacity**: For a Registered Facility in a Dispatch Interval, Injection or Withdrawal capacity that the Market Participant expects to be ready for dispatch in the Dispatch Interval, allowing for expected operating conditions, commitment and control intentions and the effect of any Outages that have not been rejected for the Registered Facility. To avoid doubt, In-Service Capacity is not limited by the expected availability of intermittent fuels for an Intermittent Generating System such as wind.

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| **Explanatory Note**  The definition for 'Indicative Individual Reserve Capacity Requirement' is amended to clarify that the values determined for a Market Participant are only disclosed to that Market Participant. |

**Indicative Individual Reserve Capacity Requirement**: Means the estimate of a Market Participant’s Individual Reserve Capacity Requirement determined and provided to that Market Participant by BANANAS in accordance with clause 4.28.6.

**Indicative Network Access Quantity**: An estimate of a Network Access Quantity for a Facility for a future Reserve Capacity Cycle to which an application for Early Certified Reserve Capacity has been made under section 4.28C.2, as determined by BANANAS in accordance with Appendix 3 and as may be adjusted in accordance with clause 4.28C.7AA.

**Individual Intermittent Load Reserve Capacity Requirement**: Means the Individual Reserve Capacity Requirement for an Intermittent Load to which clause 1.48.2 applies for a Trading Month determined in accordance with Appendix 4A.

**Individual Reserve Capacity Requirement**: The MW quantity determined by BANANAS in respect of a Market Participant, in accordance with clause 4.28.7 and, if applicable, as revised in accordance with clause 4.28.11A.

**Individual Reserve Capacity Requirement Contribution**: Means the contribution of an Associated Load to a Market Participant’s Indicative Individual Reserve Capacity Requirement determined in accordance with Step 11 of Appendix 5.

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| **Explanatory Note**  The definition of ‘Inertia’ will include some wind farms, but not batteries. As battery technology develops further to be able to reliably provide an inertial-equivalent service, this definition will be reviewed. |

**Inertia**: The kinetic energy (at nominal frequency) that is extracted from the rotating mass of a machine coupled to the power system to compensate an imbalance in the system frequency.

**Inertia Requirements**: Means, the required levels of Inertia to assist in reasonably maintaining frequency in an Island in accordance with the Frequency Operating Standards, the process by which is set out in the WEM Procedure referred to in clause 3.2.7.

**Inflexible:** Means that a Registered Facility is only able to be dispatched in a Dispatch Interval:

(a) in accordance with its Dispatch Inflexibility Profile, or

(b) for the fixed level of Injection or Withdrawal specified in clause 7.6.31(a)(ii).

**Information Manager**:The party responsible for managing Market Information, in accordance with clauses 10.2.11 and 10.2.12.

**Information Stakeholder**: Has the meaning given in clause 10.2.7A.

**Initial Network Access Quantity**: The Network Access Quantity determined for a Facility in accordance with section 4.1A.1.

**Initial Time**: Is the earlier of the Energy Market Commencement and the start of the Trading Day commencing on 1 October 2007.

**Injection**: The quantity of power or energy sent into a Network, as measured at:

(a) for a Registered Facility with a single defined network connection point, the network connection point;

(b) for a Registered Facility with multiple network connection points with the same Electrical Location, the Electrical Location; and

(c) for a Registered Facility with network connection points at more than one Electrical Location, the Reference Node,

which is measured in instantaneous MW unless specified as MWh over a time period, and represented as a positive number or zero.

**Interim Approval to Generate Notification**: Means the notification issued by the Network Operator to a Market Participant in accordance with section 3A.8, which may or may not be subject to and contain conditions, granting interim approval to a Transmission Connected Generating System to generate electricity.

**Interim Annual Consolidated Outage Intention Plan**: Means the interim consolidated outline of Outages Market Participants and Network Operators expect to occur in a calendar year as accepted by BANANAS and developed and published by BANANAS in accordance with clause 3.19.4.

**Intermediary**: Has the meaning given in clause 2.28.16A.

**Intermediate Season**: The interval commencing at the start of the Trading Day beginning on 1 October and ending at the end of the Trading Day finishing on the following 1 December of the same year.

**Intermittent Generating System**: Any generating system whose output is not reasonably controllable by BANANAS, and whose output is dependent on a fuel resource that cannot be directly stored or stockpiled and whose availability is difficult to predict.

**Intermittent Load**: A type of Load or part of a Load defined under clause 2.30B.1.

**Intermittent Load Refund**: Has the meaning given in clause 4.28A.1.

**Internal Constraint**: In relation to a Facility, an event that is not an External Constraint and which adversely impacts the sent out capacity of the Facility.

**Interruptible Load**: A Facility relating to one or more Non-Dispatchable Loads, where consumption can be curtailed automatically in response to a change in system frequency, and registered as such in accordance with clause 2.29.5.

**Interval Meter Deadline**: The date determined in accordance with clause 9.3.1(a).

**Intervention Constraint**: A Constraint Equation used to implement a direction in the Dispatch Algorithm pursuant to an BANANAS Intervention Event.

**Intervention Dispatch Interval**: A Dispatch Interval declared by BANANAS to be an Intervention Dispatch Interval in accordance with clauses 7.11A.1 or 7.11C.10.

**Invoice**: An invoice requesting payment for transactions under these WEM Rules issued under Chapter 9. An Invoice may relate to Settlement Statements or adjusted Settlement Statements as the case may be.

**Invoicing Date**: The Business Day, determined in accordance with clause 9.3.1(c), on which BANANAS releases Invoices for original Settlement Statements for a Trading Week and each Business Day, determined in accordance with clause 9.3.1(h), on which BANANAS releases Invoices for adjusted Settlement Statements for the Adjustment Process for that Trading Week, respectively.

**Irregular Price Offer**: A price described in clauses 2.16C.6(c) or 2.16C.6(d).

**Island**: Means a part of the SWIS that includes interconnected Energy Producing Systems (or other energy sources and loads), for which all of the connection points with the SWIS have been disconnected, provided that the part:

(a) is smaller than the remainder of the SWIS that it has disconnected from; and

(b) contains Energy Producing Systems (or other energy sources) capable of supplying the Load in accordance with the Frequency Operating Standards within the part of the SWIS that has been disconnected,

but does not include an Embedded System or Disconnected Microgrid.

**Island Separation Frequency Band**: Has the meaning given in clause 3B.2.4.

**Key Project Dates**: Means the dates most recently provided to BANANAS under clause 4.10.1(c)(iii) or in reports provided under clause 4.27.10, clause 3.15A.40 or clause 3.15A.42.

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| **Explanatory Note**  The determination of the Contingency Raise/Lower requirements must allow for non-registered components and other system related factors. The amendments to the definition for 'Largest Credible Load Contingency' and 'Largest Credible Supply Contingency' will ensure the definitions are not restrictive in how the requirements are set. |

**Largest Credible Load Contingency**: Means the highest magnitude possible MW change resulting in an increase in SWIS frequency that could occur in a Dispatch Interval or Pre-Dispatch Interval due to a single Credible Contingency Event based on the output of the Dispatch Algorithm.

**Largest Credible Supply Contingency**: Means the maximum possible net MW change resulting in a decrease in SWIS frequency that could occur in a Dispatch Interval or Pre-Dispatch Interval due to a single Credible Contingency Event based on the output of the Dispatch Algorithm, accounting for any associated change in overall demand as a result of the same Credible Contingency Event.

**Largest Network Risk**: Means, for a Dispatch Interval, the maximum MW value across all Network Risks.

**Last Correct Dispatch Interval**: Means the most recent Dispatch Interval preceding the Affected Dispatch Interval that is not itself an Affected Dispatch Interval.

**Liquid Fuel**: Means distillate, fuel oil, liquid petroleum gas, or liquefied natural gas.

**Limit Advice**: Has the meaning given in clause 2.27A.2.

**Limit Advice Inputs:** Information used in the development of Limit Advice including:

(a) the rating for each transmission system element or equipment comprising the transmission system, including any part of the distribution system that is used for the transmission of electricity as part of the secure operation of the transmission system or the SWIS; and

(b) the Limit Margin forming part of each Limit Equation.

**Limit Equation**: Means a mathematical expression defining the power transfer capability across a particular Network element or group of Network elements.

**Limit Margin**: A margin applied by a Network Operator when formulating a Limit Equation, or a Network Limit where a Limit Equation is not appropriate, to account for uncertainty.

**Linearly Derating Capacity**: The maximum capacity, in MW, of an Electric Storage Resource that can be guaranteed to be available over the Electric Storage Resource Obligation Duration, being the minimum of:

(a) the nameplate capacity; and

(b) the maximum Charge Level capability (in MWh) divided by 4 hours, being the maximum sustainable MW capacity, which could be delivered continuously across the Electric Storage Resource Obligation Duration.

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| **Explanatory Note**  This definition for 'Load' is amended to reflect the new registration taxonomy. |

**Load**: One or more electricity consuming resources or devices, other than Electric Storage Resources, located behind a single network connection point or electrically connected behind two or more shared network connection points.

**Load Following Service**: Has the meaning given in clause 3.9.1.

**Load Forecast**: An expectation of the demand levels in the SWIS or in a region of the SWIS in future Trading Intervals.

**Load Relief**: The expected change in load in response to a change in power system frequency.

**Local Black Start Procedures**: The procedures developed by a Market Participant under clause 3.7.13 in accordance with the guidelines published by BANANAS under clause 3.7.12.

**Long Term PASA**: A PASA study conducted in accordance with clause 4.5 in order to determine the Reserve Capacity Target for each year in the Long Term PASA Study Horizon and prepare the Statement of Opportunities Report for a Reserve Capacity Cycle.

**Long Term PASA Study Horizon**: The ten year period commencing on 1 October of Year 1 of a Reserve Capacity Cycle.

**Loss Factor**: Means a factor representing network losses between any given node and the Reference Node where the Loss Factor at the Reference Node is 1, expressed as the product of a Transmission Loss Factor and a Distribution Loss Factor and determined in accordance with clause 2.27.5.

**Loss Factor adjusted**: In respect of a quantity of electricity, means that quantity multiplied by any applicable Loss Factor.

**Loss Factor Adjusted Price**: Means, in respect of any price, that price divided by any applicable Loss Factor for the relevant Facility.

**Loss Factor Class:** A Transmission Loss Factor Class or a Distribution Loss Factor Class.

**Low Breakpoint:** Means, for a Facility providing a Frequency Co-optimised Essential System Service, the MW energy dispatch level below which the Facility cannot provide the maximum quantity of that Frequency Co-optimised Essential System Service which it is capable of providing.

**Low Reserve Condition**: Means each of the conditions of the power system described in clause 3.17.1(a) to 3.17.1(c) which may result in a Low Reserve Condition Declaration.

**Low Reserve Condition Declaration**: Has the meaning given to that term in clause 3.17.1.

**Low Reserve Condition Report**: Means a report published by BANANAS pursuant to clause 3.17.2 in respect of Low Reserve Condition Declarations.

**MAC Secretariat**: The services, facilities and assistance made available by the Coordinator to the Market Advisory Committee.

**Mandatory Routine Maintenance**: Means Outage Facility Maintenance of a routine nature that must be undertaken by a specific point in time, or by the time that a specific measure of usage is reached, as required by applicable legislation or in accordance with the Outage Facility’s asset management plan.

**Margin Call**: The amount determined in accordance with clause 2.42.3.

**Margin Call Notice**: A notification by BANANAS to a Market Participant that the Market Participant’s Trading Margin is less than zero, and requiring the payment of a Margin Call.

**Market Advisory**: Has the meaning given in clause 7.11.1.

**Market Advisory Committee**: An advisory body to the Coordinator, Economic Regulation Authority and BANANAS comprising industry representatives established under clause 2.3.1.

**Market Auditor:** An auditor appointed by BANANAS under clause 2.14.1.

**Market Clearing Price**: The price for a Market Service in a Dispatch Interval as determined in accordance with section 7.11B.

**Market Fees**: The fee rates and other fees payable by Rule Participants to BANANAS as determined by BANANAS in accordance with section 2.24 and, for Market Participant Market Fees, Market Participant Coordinator Fees and Market Participant Regulator Fees, as calculated for each Market Participant in accordance with section 9.12.

**Market Information**: Any information or document that is required to be produced, provided or exchanged under these WEM Rules or a WEM Procedure.

**Market Participant**: A Rule Participant that is registered in accordance with section 2.28.

**Market Participant Coordinator Fees**: The fees, the rates of which are determined by BANANAS in accordance with section 2.24, and calculated as payable by Market Participants in accordance with clause 9.12.4A to BANANAS for the services provided by the Coordinator in undertaking her or his functions under these WEM Rules and the WEM Regulations.

**Market Participant Market Fees:** The fees payable by Market Participants to BANANAS the rate of which is determined by BANANAS in accordance with section 2.24, and as calculated for each Market Participant in accordance with clause 9.12.3.

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| **Explanatory Note**  The definition for 'Regulator Fees' is amended by the Governance Amendments to remove the reference to the RCP. However, as the definition is deleted and replaced with "Market Participant Regulator Fees" by the Tranches 2 and 3 Amendments, this companion version of the WEM Rules only shows the Tranches 2 and 3 Amendments as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last. Please refer to the Governance Amendments to see the changes to the definition for "Regulator Fees" that will commence on 1 July 2021 and apply until the relevant provisions of the Tranches 2 and 3 Amendments commence. Further amendments to the replacement definition for "Market Participant Regulator Fees" have been made by the Tranche 6 Amendments to, among other things, delete the reference to the RCP. |

**Market Participant Regulator Fees**: The fees, the rates of which are determined by BANANAS in accordance with section 2.24, and calculated as payable by Market Participants in accordance with clause 9.12.4 to BANANAS for the services provided by the Economic Regulation Authority in undertaking its Wholesale Electricity Market related functions and other functions under these WEM Rules.

**Market Price Limits**: The set of price limits comprising the Energy Offer Price Ceiling, the Energy Offer Price Floor, the Contingency Reserve Raise Offer Price Ceiling, the Contingency Reserve Lower Offer Price Ceiling, the RoCoF Control Service Offer Price Ceiling, the Regulation Raise Offer Price Ceiling and the Regulation Lower Offer Price Ceiling.

**Market Schedule**: A Dispatch Schedule, Pre-Dispatch Schedule or Week-Ahead Schedule.

**Market Service**: Energy or any of the Frequency Co-optimised Essential System Services.

**Market Surveillance Data Catalogue**: The catalogue developed by BANANAS under clause 2.16.2.

**Material Constrained Portfolio**: Has the meaning given in clause 2.16C.2(b).

**Material Portfolio**: Has the meaning given in clause 2.16C.1(b).

**Maximum Capability**: Means, the Facility’s MW energy dispatch capability between the Low Breakpoint and the High Breakpoint.

**Maximum Consumption Capability**: For a Market Participant, the maximum cumulative MWh quantity that the Market Participant is permitted to include in a Portfolio Demand Curve for a Trading Interval, determined in accordance with clause 6.3A.3(f).

**Maximum Contingency Reserve Block Size**: The largest quantity of Contingency Reserve that may be offered by a relevant Registered Facility at one price, as set by BANANAS in a WEM Procedure.

**Maximum Downwards Ramp Rate**: The Market Participant’s best estimate, in MW per minute, on a linear basis, of a Facility’s physical ability to decrease the magnitude of Injection or increase the magnitude of Withdrawal on the receipt of a Dispatch Instruction.

**Maximum Facility Refund**: The total amount of the Capacity Credit payments paid or to be paid under these WEM Rules to a Market Participant in relation to a Facility and in relation to a Capacity Year assuming that:

(a) BANANAS acquires all of the Capacity Credits held by the Market Participant in relation to its Facility; and

(b) the cost of each Capacity Credit so acquired is determined in accordance with clause 4.28.2(d).

**Maximum Facility Supply Capability**: The MWh contribution of a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility over a Dispatch Interval or Trading Interval to the Maximum Supply Capability of a Market Participant, determined in accordance with clauses 6.3A.3(c) (for a Dispatch Interval) and 6.3A.3(d) (for a Trading Interval).

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| **Explanatory Note**  The definition for 'Maximum Participant Generation Refund' is amended to clarify which Facilities are included in the calculation. |

**Maximum Participant Generation Refund**: The total amount of the Capacity Credit payments paid or to be paid under these WEM Rules to a Market Participant in relation to its Facilities (other than Facilities with a Facility Class or indicative Facility Class of Demand Side Programme) and in relation to a Capacity Year assuming that:

(a) BANANAS acquires all of the Capacity Credits held by the Market Participant in relation to those Facilities; and

(b) the cost of each Capacity Credit so acquired is determined in accordance with clause 4.28.2(d).

**Maximum Supply Capability**: For a Market Participant is, the maximum cumulative MWh quantity that the Market Participant is permitted to include in a Portfolio Supply Curve for a Trading Interval, determined as calculated in accordance with clause 6.3A.3(e).

**Maximum Upwards Ramp Rate**: The Market Participant’s best estimate, in MW per minute, on a linear basis, of a Facility’s physical ability to increase the magnitude of Injection or decrease the magnitude of Withdrawal on the receipt of a Dispatch Instruction.

**Medium Term PASA**: A PASA covering the period in clause 3.16.1(a).

**Meter Data Submission**: A submission of meter data by a Metering Data Agent to BANANAS in accordance with clause 8.4.

**Meter Dispute**: Has the meaning given in clause 8.6.1(e).

**Meter Registry**: A registry maintained by a Metering Data Agent containing information about meters and the persons with which those meters are associated including the information listed in clause 8.3.1.

**Metered Schedule**: Has the meaning given in clause 9.5.2 and clause 9.5.3, as the case may be.

**Metering Data Agent**: The person identified under clause 8.1.2 or clause 8.1.4.

**Metering Protocol**: A combination of the Metering Data Rules as specified by the Economic Regulation Authority and a Network Operator’s metering requirements as a condition of access. The metering requirement means in the context of a “covered network” (as that term is defined in the Access Code) the “Metering Rules” as defined in the Access Code while when used in the context of a network which is not a “covered network” (as that term is defined in the Access Code) means any commercial arrangement for metering energy.

The definition of the Metering Protocol is subject to finalisation of the Metering Rules arrangements.

**Minimum Capacity Credits Quantity**: The minimum quantity of Capacity Credits a Market Participant requires to be assigned to a Facility or upgrade to the Facility for a Reserve Capacity Cycle for the Facility or upgrade to the Facility to participate in the Reserve Capacity Cycle.

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| **Explanatory Note**  The definition for 'Minimum Consumption' is amended to remove the reference to Standing Data, because this information is not Standing Data and is maintained through the Associated Loads processes set out in section 2.29, not the Standing Data update processes in section 2.34. |

**Minimum Consumption:** For an Associated Load means the amount specified under clause 2.29.5B(c) as the amount below which the Associated Load does not wish to be curtailed in the course of dispatching the Demand Side Programme.

**Minimum Frequency Keeping Capacity**: Has the meaning given in clause 3.10.1(a).

**Minimum Generator Performance Standard**: Means the minimum generator performance standard in respect of a Technical Requirement as specified in Appendix 12.

**Minimum RoCoF Control Requirement**: Is:

(a) the smallest quantity of scheduled or dispatched RoCoF Control Service in a Dispatch Interval or a Pre-Dispatch Interval that is necessary to maintain the SWIS frequency in accordance with the Frequency Operating Standards; and

(b) zero, where the SWIS frequency can be maintained in accordance with the Frequency Operating Standards without explicit enablement of RoCoF Control Service.

**Minimum Transaction Cost**: Means the dollar amount published by BANANAS in accordance with clause 9.18.4(b).

**Minister**: The Minister responsible for administering the Electricity Industry Act.

**Multiple Contingency Event**: Means, in relation to the SWIS Frequency Operating Standards, when an additional Contingency Event occurs before the SWIS Frequency has been able to Recover from the previous Contingency Event.

**MW**: Means megawatt.

**MWh**: Means megawatt-hour.

**MWs**: Means megawatt-second.

**National Electricity Rules**: The rules so named having effect under the National Electricity Law as that law applies in Western Australia.

**NCESS**: See Non-Co-optimised Essential System Service.

**NCESS Contract**: A contract procured by BANANAS or a Network Operator for the provision of an NCESS.

**NCESS Service Specification**: A service specification prepared by BANANAS or a Network Operator in accordance with clause 3.11B.5.

**NCESS Submission**: A submission in accordance with clause 3.11B.8.

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| **Explanatory Note**  The definition for 'Near Binding Constraint Equation' is added to clarify the publication requirements in section 7.13. The definition is intended to capture where the available head-room in a constraint indicates that it is close to operating on one of the control Facilities included in the Constraint Equation. |

**Near Binding Constraint Equation**: For a Constraint Equation used in the Central Dispatch Process, where the absolute value of difference between the value of the left hand side and the value of the right hand side of the Constraint Equation is less than 20 times the absolute value of the largest coefficient on the left hand side of the Constraint Equation.

**Negotiated Generator Performance Standard**: Means a standard or technical level of performance in respect of a Technical Requirement that represents a variation from the Ideal Generator Performance Standard but is no less than the Minimum Generator Performance Standard that has been approved and registered in accordance with the process in Chapter 3A.

**Negotiation Criteria**: Means the criteria that must be met in respect of each Technical Requirement as specified in Appendix 12 if a Market Participant submits a Proposed Negotiated Generator Performance Standard.

**Net Bilateral Position**: Means in relation to a Market Participant, the amount calculated under clause 6.9.2.

**Net Contract Position**: In respect of a Market Participant for a Trading Interval is calculated in accordance with clause 6.9.13.

**Net STEM Refund:** Has the meaning given in clause 4.26.3.

**Net STEM Shortfall:** Has the meaning given in clause 4.26.2AA.

**Net Trading Quantity**: In respect of a Trading Interval and for a Market Participant has the meaning given in clause 9.9.5.

**Network**: A transmission system or distribution system registered as a Network under clause 2.29.3.

**Network Access Quantity**: The quantity, in MW, that is determined for a Facility pursuant to clause 4.15.1.

**Network Access Quantity Model**: A model to be developed and maintained by BANANAS pursuant to clause 4.15.6 and to be used by BANANAS for determining Network Access Quantities for Facilities in accordance with the processes in Appendix 3.

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| **Explanatory Note**  The definition of Network Access Quantity Model Inputs is further amended to require BANANAS to publish adjusted Indicative Network Access Quantities for each applicable step in Appendix 3. This is because Indicative Network Access Quantities, like preliminary Network Access Quantities, can be adjusted in each step of the process. |

**Network Access Quantity Model Inputs**: Means, in respect of the relevant Reserve Capacity Cycle:

(a) the preliminary Network Access Quantity determined by BANANAS for a Facility and, where applicable, the adjusted Indicative Network Access Quantity determined for a Facility that is classified as an Indicative NAQ Facility under Appendix 3, for each applicable step in Appendix 3;

(b) each of the assumptions and parameters used by BANANAS in the Network Access Quantity Model;

(c) each RCM Constraint Equation that is used in the Network Access Quantity Model; and

(d) RCM Limit Advice used in the Network Access Quantity Model.

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| **Explanatory Note**  The definition of Network Augmentation Funding Facility is amended to ensure it is aligned with section 4.10A (Network Augmentation Funding Facility). |

**Network Augmentation Funding Facility**: For a Reserve Capacity Cycle, a Facility or upgrade to a Facility that a Market Participant has nominated to be classified as a Network Augmentation Funding Facility for the Reserve Capacity Cycle in an application for certification of Reserve Capacity under clause 4.10.1(m), and which BANANAS has classified as a Network Augmentation Funding Facility for the Reserve Capacity Cycle.

**Network Augmentation Works:** Means any wires, apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, or to control, the transfer of electricity that directly results in an increase in the capacity of a part of the transmission system or distribution system.

**Network Constraint**: A limitation or requirement in a part of a Network that may impact one or more Registered Facilities in the Central Dispatch Process, such that it would be unacceptable to transfer electricity across that part of the Network at a level or in a manner outside the limit or requirement.

**Network Contingency:** Means a Credible Contingency Event associated with the unexpected disconnection of one or more major items of Network equipment, but excludes from that meaning the loss of output from a Facility arising as a result of failure of generating equipment at the Facility or the loss of the network connection point associated with the Facility.

**Network Limit**: A limitation or requirement affecting the capability to transfer power in a part of a Network, such that it would be unacceptable to transfer electricity across that part of the Network at a level or in a manner outside the limit or requirement.

**Network Operator**: A person who registers as a Network Operator, in accordance with clauses 2.28.2, 2.28.3 or 2.28.4.

**Network Opportunity Map**: Has the meaning given in Chapter 6A of the Access Code.

**Network Quality and Reliability of Supply Code**: The *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

**Network Risk**: Means, for a Network Contingency in a Dispatch Interval, the sum in MW of the Facility Risks for any Registered Facilities less the forecast consumption of any relevant Loads that are connected to the part of the Network affected by that Network Contingency, and that would lose the ability to Inject or Withdraw from the Network as a result of that Network Contingency.

**New Facility Load for Scheduled Generation**:Means, for a new or upgraded Facility that has applied to be assigned Certified Reserve Capacity under clause 4.11.2(b), the MWh quantity determined for a Trading Interval under step 11 of the Relevant Level Methodology for that Facility and the relevant Reserve Capacity Cycle.

**New Information**: Has the meaning given in clause 2.29.5LA.

**New RCM Transition Date**: The date on which BANANAS publishes the timetable referred to in section 1.36A.

**New WEM Commencement Day**: The date and time specified by the Minister as the New WEM Commencement Day, as published in the Government Gazette.

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| **Explanatory Note**  The definition for 'Nominated Excess Capacity' is amended to clarify that the requirement specified in the definition applies to any continuous 12-month period. |

**Nominated Excess Capacity**: In respect of a Facility containing an Intermittent Load, the maximum quantity of Injection (in MW) that the Market Participant intends the Facility to make in any Dispatch Interval, which must not be exceeded in more than 120 Dispatch Intervals within any continuous 12-month period.

**Non-Business Day**: A day that is a Saturday, Sunday, or a public holiday throughout Western Australia.

**Non-Co-optimised Essential System Service**: An Essential System Service procured under section 3.11B.

**Non-Credible Contingency Event**: Has the meaning given in clause 3.8A.3.

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| **Explanatory Note**  This definition for 'Non-Dispatchable Load' is amended to reflect the new registration taxonomy. |

**Non-Dispatchable Load**: A Facility of the type defined in clause 2.29.1B(c) which is not a Registered Facility and that may be associated with a Demand Side Programme or an Interruptible Load.

**Non-Intermittent Generating System**: A generation system which is not an Intermittent Generating System, including, without limitation, thermal generators fuelled by coal, natural gas, or distillate.

**Non-Liquid Fuel**: Means all fuels other than Liquid Fuel.

**Non-Scheduled Facility**: A Facility that can be self-scheduled by its operator (with the exception that BANANAS can direct it to decrease its output subject to its physical capabilities), and which is registered as such in accordance with clause 2.29.4G.

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| **Explanatory Note**  This definition for 'Non-Temperature Dependent Load' is amended to reflect the new registration taxonomy. |

**Non-Temperature Dependent Load**: A Non-Dispatchable Load accepted by BANANAS as a Non-Temperature Dependent Load under clause 4.28.9.

**Non-Thermal Network Limit**: Means a Network Limit that is not Thermal Network Limit.

**Normal Operating Frequency Band**: Has the meaning given in clause 3B.2.1.

**Normal Operating Frequency Excursion Band**: Has the meaning given in clause 3B.2.2.

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| **Explanatory Note**  New definition for ‘Not In-Service Capacity’ is used in clause 4.26.2AA.5(b)(ii).  Currently a Market Participant must submit in its Balancing Submissions prices and quantities at which it is willing to dispatch its Facilities. If plant is unavailable this must be declared and be accompanied by either a planned or forced outage declaration. As a result there will be direct financial consequences for the Market Participant in the RCM. All plant which is declared “available” would be subject to receiving a dispatch instruction if it is in merit. Again, there will be consequences for the Market Participant if it is unable to respond to a Dispatch Instruction.  However, under the new changes to the availability declarations, a declaration “Available but not in service” could allow a Market Participant to avoid being dispatched while still declaring it is available in its real time market submissions. Even if it is in merit it will not be issued a dispatch instructions unless it changes its status to in service.  To replicate the current treatment of Market Participants in like circumstances in the new WEM, capacity which was in merit but was declared available but not in service is to be excluded when calculating the shortfall in the Real-Time Market for a Facility. |

**Not In-Service Capacity**: Means, for a Scheduled Facility or a Semi-Scheduled Facility in a Dispatch Interval, the sent-out capacity, in MW, that was expected to be dispatched in the Reference Scenario of the relevant Market Schedule at the Start Decision Cutoff, but was not offered as In-Service Capacity, as calculated in clause 7.13A.1.

**Not In-Service Capacity Refund Quantity**: The MW quantity of Not In-Service Capacity of a Scheduled Facility or Semi-Scheduled Facility that is subject to a capacity refund in a Trading Interval, calculated in accordance with clause 4.26.1D.

**Notice of Disagreement**: A notice issued by a Rule Participant under clause 9.16.1 to BANANAS indicating a disagreement with a Settlement Statement.

**Notice of Dispute**: A notice issued under clause 2.19.1 and containing the information described in clause 2.19.3.

**Notice of Intention to Cancel Capacity Credits**: A notice issued by BANANAS under clause 4.20.8 and containing the information required under clause 4.20.9.

**Notional Wholesale Meter**: A notional interval meter representing Non-Dispatchable Loads without interval meters that are served by Synergy.

**Off-Peak Trading Interval**: A Trading Interval occurring between 10 PM and 8 AM.

**Offending Rule Participant:** Is a Rule Participant liable for a Financial Penalty.

**Offer Construction Guideline**: The guideline published by the Economic Regulation Authority under clause 2.16D.1(a), which may be amended in accordance with clause 2.16D.2.

**Operating Margin**: A margin applied by BANANAS when formulating a Constraint Equation to account for uncertainty.

**Operating Protocol**: A protocol developed between BANANAS and a Network Operator in accordance with section 3.1A.

**Operating Zone**: A part or parts of the SWIS able to be practically monitored and incorporating elements that are likely to impact Power System Security or Power System Reliability.

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| **Explanatory Note**  The definition for 'Operational System Load Estimate' has been deleted and definitions for 'Operational Demand', 'Operational Demand Estimate', 'Operational Withdrawal' and 'Operational Withdrawal Estimate' added to support revised arrangements for calculating and reporting actual system demand values. |

**Operational Demand**: For a Dispatch Interval, the total Injection, in MW, from all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities that are Injecting at the end of the Dispatch Interval.

**Operational Demand Estimate**: For a point in time, BANANAS’s estimate of the total Injection, in MW, from all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities that are Injecting at that time.

**Operational Withdrawal**: For a Dispatch Interval, the total Withdrawal, in MW, from all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities (excluding Registered Facilities that are not required to specify Price-Quantity Pairs for Withdrawals under clause 7.4.46A) that are Withdrawing at the end of the Dispatch Interval.

**Operational Withdrawal Estimate**: For a point in time, BANANAS’s estimate of the total Withdrawal, in MW, from all Scheduled Facilities, Semi-Scheduled Facilities and Non‑Scheduled Facilities (excluding Registered Facilities that are not required to specify Price-Quantity Pairs for Withdrawals under clause 7.4.46A) that are Withdrawing at that time.

**Opportunistic Maintenance**: Means, an Outage Plan with an Outage Period of less than 24 hours submitted in accordance with clause 3.18B.8(b)(ii).

**Oscillation Control Constraint Equations**: Constraint Equations that provide for stability in the Dispatch Algorithm outputs where a significant change to the Dispatch Target or ESS Enablement Quantities of a Registered Facility would result in only a small change in the value of Real-Time Market trading described in clause 7.2.2.

**Outage**: Has the meaning given in clause 3.18.3.

**Outage Capability**: The capability of the Facility for which an Outage occurs, which includes, but is not limited to, energy production, consumption, or transfer of energy, or the provision of any Essential System Service.

**Outage Commencement Interval**: The Dispatch Interval specified in an Outage Plan or revision in which the Outage is proposed to commence.

**Outage Compensation**: Means the amount determined by BANANAS as payable to a Market Participant in accordance with clause 3.18H.5.

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| **Explanatory Note**  The definition for 'Outage Completion Interval' has been added to improve clarity on the information required in an Outage Plan and to improve clarity in subsequent clauses. |

**Outage Completion Interval**: The Dispatch Interval specified in an Outage Plan or revision in which the Outage is proposed to be completed.

**Outage Contingency Plan**: Part of an Outage Plan specifying contingency plans for returning the relevant item of equipment to service before the end of the Outage Period.

**Outage Evaluation**: The evaluation of an Outage Plan by BANANAS in accordance with clause 3.18E.5.

**Outage Evaluation Criteria**: The criteria BANANAS is required to consider in undertaking an Outage Evaluation as set out in clause 3.18E.8.

**Outage Facility**: An Equipment List Facility or a Self-scheduling Outage Facility.

**Outage Facility Maintenance**: Means an Outage for the purpose of:

(a) an upgrade of Outage Facility equipment; or

(b) all maintenance in respect of an Outage Facility, including but not limited to preventative maintenance, corrective maintenance, plant inspections and tests, that would reasonably be required in accordance with good electricity industry practice.

**Outage Intention Plan**: Means the outline of Outages a Market Participant or Network Operator expects to occur in a calendar year submitted to BANANAS annually in accordance with section 3.19.

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| **Explanatory Note**  The definition for 'Outage Period' is amended to simplify the wording and clarify how the period is defined relative to the Outage Commencement Interval and Outage Completion Interval. |

**Outage Period**: In respect of an Outage Plan, the period of time between the start of the Outage Commencement Interval and the end of the Outage Completion Interval.

**Outage Plan**: Has the meaning given in clause 3.18B.1 as may be revised in accordance with clause 3.18D.1.

**Outage Plan First Submission Date**: The date on which an Outage Plan is first submitted to BANANAS.

**Outage Quantity**: The quantity, in MW, of the derating of a Separately Certified Component in a Dispatch Interval as a result of a Planned Outage or Forced Outage for energy, determined in accordance with clause 3.21.6.

**Outage Recall Direction**: Means a direction given by BANANAS to a Market Participant or Network Operator to return an Outage Facility to service from a Planned Outage in accordance with the Outage Contingency Plan, or take other measures contained in the relevant Outage Contingency Plan in accordance with clause 3.20.1.

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| **Explanatory Note**  The following definitions have been added to support the requirement for mandatory information to be included in an Outage Plan and published on the WEM Website where an Outage is required to be temporarily returned to service at different times throughout its duration:   * Outage Return To Service Commencement Interval; * Outage Return To Service Completion Interval; and * Outage Return To Service Period. |

**Outage Return To Service Commencement Interval**: The first Dispatch Interval in an Outage Return To Service Period.

**Outage Return To Service Completion Interval**: The last Dispatch Interval in an Outage Return To Service Period.

**Outage Return To Service Period**: A period of time within the Outage Period of an Outage Plan, during which the relevant Outage Capability is intended to be returned to service, which starts at the start of its Outage Return To Service Commencement Interval and ends at the end of its Outage Return To Service Completion Interval.

**Outstanding Amount**: The amount calculated in accordance with clause 2.40.1.

**Panel Regulations**:Means the *Energy Industry (Rule Change Panel) Regulations 2016*.

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| **Explanatory Note**  This definition for 'Parasitic Load' is amended to reflect the new registration taxonomy. |

**Parasitic Load**: A Load where consumption is auxiliary to the production of energy from an Energy Producing System.

**Participant Capacity Rebate**: For a Market Participant holding Capacity Credits associated with a Scheduled Facility, Semi-Scheduled Facility or a Demand Side Programme, the rebate determined for a Trading Interval, as calculated in accordance with clause 4.26.4.

**PASA**: See Projected Assessment of System Adequacy.

**Payment Default**: Any failure to make a payment in respect of an Invoice in accordance with section 9.18 or clause 9.20.8 or pay any other amount owing under these WEM Rules by the time it is due.

**Peak Trading Interval**: A Trading Interval occurring between 8 AM and 10 PM.

**Per-Dispatch Interval Availability Payment**: For a SESSM Award, the SESSM Availability Payment divided by the number of Dispatch Intervals in the SESSM Award Duration for which the SESSM Availability Quantity is greater than zero.

**Planned Outage**: An Outage Plan that has been approved by BANANAS.

**Planning Criterion**: Has the meaning given in clause 4.5.9.

**Portfolio**: A set comprising one or more Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities identified by the Economic Regulation Authority in accordance with clause 2.16B.1(a).

**Portfolio Demand Curve**: A curve describing the STEM Price at which a Market Participant will purchase different levels of energy from the market having the form given in clause 6.6.2A(e).

**Portfolio Supply Curve**: A curve describing the STEM Price at which a Market Participant will provide the market with different levels of energy supply having the form given in clause 6.6.2A(d).

**Potential Relevant Generator Modification**: Has the meaning given in clause 3A.13.1.

**Power System Adequacy**: Means the ability of the SWIS to supply all demand at the time, allowing for Outages, taking into account the assessment methodologies and criteria in the WEM Procedure referred to in clause 3.3.2.

**Power System Reliability**: Means the safe scheduling, operation and control of the SWIS in accordance with the Power System Reliability Principles.

**Power System Reliability Principles**: Has the meaning given to that term in clause 3.3.3.

**Power System Security**: Means the safe scheduling, operation and control of the SWIS in accordance with the Power System Security Principles.

**Power System Security Principles**: Has the meaning given to that term in clause 3.4.3.

**Power System Stability:** Means when the SWIS will return to an acceptable steady-state operating condition following a disturbance.

**Power System Stability Requirements:** Means, the requirements identified to maintain Power System Stability, as determined by the processes specified in the WEM Procedure referred to in clause 3.2.7.

**Power Transfer Capability**: Means the maximum permitted power transfer through a transmission system or distribution system or part thereof.

**Pre-Dispatch Interval**: A period of 30 minutes commencing on the hour or half hour during a Trading Day, and where identified by a time, the 30 minute period starting at that time.

**Pre-Dispatch Schedule**: Means a forecast of Market Clearing Prices, Dispatch Targets, Dispatch Caps, Dispatch Forecasts and Essential System Services Enablement Quantities for each Pre-Dispatch Interval in the Pre-Dispatch Schedule Horizon.

**Pre-Dispatch Schedule Horizon**: The next 96 Pre-Dispatch Intervals after a Pre-Dispatch Interval.

**Preliminary RCM Constraint Equation:** Means a RCM Constraint Equation developed by BANANAS pursuant to section 4.4B and published by BANANAS in accordance with, and by the time specified in, clause 4.4B.6.

**Price-Quantity Pair**: In the context of:

(a) Reserve Capacity Offers, Supply Portfolio Curves and STEM Offers, a quantity that will be provided to BANANAS by a Market Participant for a price equalling or exceeding the specified price. In the context of Demand Portfolio Curves and STEM Bids, a quantity that will be purchased from BANANAS by a Market Participant for a price equalling or less than the specified price.;

(b) Real-Time Market Submissions the specified non-Loss Factor adjusted MW quantity at which a Market Participant is prepared to provide a Market Service from a Registered Facility as at the end of a Dispatch Interval and the non-Loss Factor Adjusted Price at which the Market Participant is prepared to provide that quantity by the end of the Dispatch Interval, where the price is:

i. in $ per MWh for energy;

ii. in $ per MW per hour for Contingency Reserve Raise, Contingency Reserve Lower, Regulation Raise and Regulation Lower; and

iii. in $ per MWs per hour for RoCoF Control Service.

**Priority Project**: Has the meaning given in the Electricity Networks Access Code.

**Procedural Decision:** Has the meaning given in regulation 41(1) of the WEM Regulations.

**Procedural Review:** Means a review by the Electricity Review Board of a Procedural Decision in accordance with the WEM Regulations.

**Procedure Amendment**: The specific wording of a proposed or accepted change to a WEM Procedure.

**Procedure Change Process**: The process for amending a WEM Procedure as set out in sections 2.10 and 2.11.

**Procedure Change Proposal**: A proposal developed by the Coordinator, BANANAS, the Economic Regulation Authority or a Network Operator to initiate a Procedure Change Process.

**Procedure Change Report**: A final report prepared by the Coordinator, BANANAS, the Economic Regulation Authority or a Network Operator in relation to a Procedure Change Proposal, containing the information described in clause 2.10.13.

**Procedure Change Submission**: A submission made in relation to a Procedure Change Proposal submitted in accordance with clause 2.10.7.

**Projected Assessment of System Adequacy (PASA)**: An assessment undertaken by BANANAS to assess future risks to Power System Security and Power System Reliability.

**Proposed Generator Performance Standard**: Means a standard or technical level of performance in respect of a Technical Requirement proposed to apply to a Transmission Connected Generating System that has not been approved and registered in accordance with the process in Chapter 3A.

**Proposed Negotiated Generator Performance Standard**: Means a Proposed Generator Performance Standard that is not an Ideal Generator Performance Standard but is no less than the Minimum Generator Performance Standard.

**Protected Provision**: A chapter or clause of the WEM Rules, identified in clause 2.8.13.

**Prudential Obligations**: In respect of a Rule Participant, the obligations set out in clauses 2.37 to 2.43.

**Public Information**: Market Information that is not confidential and may be made available to any person.

**Ramp Rate Limit**: Means the Market Participant’s best estimate, in MW per minute, on a linear basis, of a Facility’s physical ability to increase or decrease its output from the commencement of a Trading Interval, and includes a DSP Ramp Rate Limit.

**RCM Constraint Equation:** Means a Constraint Equation developed by BANANAS in accordance with section 4.4B.

**RCM Limit Advice:** Means Limit Advice for a Thermal Network Limit at an ambient temperature of 41C.

**Ready Reserve Standard**: Has the meaning given in clause 3.18.11A.

**Real-Time Market**: Means the mandatory gross pool market operated under Chapter 7 that determines the dispatch and Essential System Service Enablement Quantity of Registered Facilities in each Dispatch Interval based on submitted prices and quantities.

**Real-Time Market Bid**: A bid in a Real-Time Market Submission or Standing Real-Time Market Submission submitted by a Market Participant to BANANAS for a Registered Facility to Withdraw energy via the Central Dispatch Process.

**Real-Time Market Offer**: An offer in a Real-Time Market Submission or Standing Real-Time Market Submission submitted by a Market Participant to BANANAS for a Registered Facility to supply a Market Service via the Central Dispatch Process.

**Real-Time Market Offer Shortfall**: Has the meaning given in clause 4.26.1G.

**Real-Time Market Reserve Capacity Deficit**: Has the meaning given in clause 4.26.1B.

**Real-Time Market Submission**: A notice submitted by a Market Participant to BANANAS setting out the parameters under which it intends to have a Registered Facility participate in the Real-Time Market, in accordance with clauses 7.4.39, 7.4.40, 7.4.41, 7.4.42 and 7.4.44.

**Real-Time Market Submission Acceptance Horizon**: The point in time before a Dispatch Interval after which a Market Participant may submit Real-Time Market Submissions for a Registered Facility for that Dispatch Interval.

**Real-Time Market Timetable**: The timetable documented by BANANAS under clause 7.1.2(a) for the operation of the Real-Time Market, which must include the timelines referred to in clause 7.1.3.

**Reassessment Fee:** A fee determined by BANANAS under clause 2.24.2.

**Recover**: Means, in relation to SWIS Frequency Operating Standards, the time at which the SWIS Frequency returns to the applicable Normal Operating Frequency Band, provided it does not go outside that range at any time over the following 1 minute.

**Rectification Plan**: Means a plan submitted by a Market Participant responsible for a Transmission Connected Generating System in respect of a Transmission Connected Generating System, an alternative Rectification Plan proposed by BANANAS or amended Rectification Plan under section 3A.11.

**Reference Node**: Is:

(a) up to the New WEM Commencement Day, the Muja 330 kV bus-bar; and

(b) on and from the New WEM Commencement Day, the Southern Terminal 330 kV bus-bar,

(relative to which Loss Factors are defined and Constraint Equations are formulated).

**Reference Scenario**: The Scenario that represents BANANAS’s best estimate of future dispatch and market outcomes.

**Reference Trading Price**: Means, for a Trading Interval, the price determined in accordance with clause 7.11A.1(b).

**Refund Exempt Planned Outage Count:** In respect of a Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility and a period of time, the sum over all Trading Intervals in that period of:

(a) if no Capacity Credits were associated with the Separately Certified Component in the Trading Interval, zero; or

(b) otherwise:

i. if the Trading Interval occurs before 8:00 AM on 1 June 2016, zero;

ii. if the Trading Interval occurs on or after 8:00 AM on 1 June 2016 and before New WEM Commencement Day, the total MW quantity of Refund Exempt Planned Outage determined for the relevant Scheduled Generator (or Scheduled Generators) in the Trading Interval under the WEM Rules that were in force immediately before New WEM Commencement Day, divided by the number of Capacity Credits associated with the Scheduled Generator (or Scheduled Generators) in the Trading Interval; or

iii. if the Trading Interval occurs on or after New WEM Commencement Day, the total Refund Exempt Planned Outage Quantity determined by BANANAS for the Separately Certified Component in the Trading Interval under clauses 4.26.1C or 4.26.1CA, divided by the number of Capacity Credits associated with the Separately Certified Component in the Trading Interval.

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| **Explanatory Note**  The term ‘Refund Exempt Planned Outage’ is replaced with ‘Refund Exempt Planned Outage Quantity’ to clarify that BANANAS’s determinations apply to Capacity Adjusted Planned Outage Quantities rather than Planned Outages. |

**Refund Exempt Planned Outage Quantity**: A Capacity Adjusted Planned Outage Quantity for a Separately Certified Component of a Scheduled Facility or Semi‑Scheduled Facility in a Trading Interval for which a Facility Reserve Capacity Deficit Refund is not payable, as determined by BANANAS under clauses 4.26.1C or 4.26.1CA.

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| **Explanatory Note**  The term ‘Refund Payable Planned Outage’ is replaced with ‘Refund Payable Planned Outage Quantity’ to clarify that BANANAS’s determinations apply to Capacity Adjusted Planned Outage Quantities rather than Planned Outages. |

**Refund Payable Planned Outage Quantity**: A Capacity Adjusted Planned Outage Quantity for a Separately Certified Component of a Scheduled Facility or Semi‑Scheduled Facility in a Trading Interval for which a Facility Reserve Capacity Deficit Refund is payable, as determined by BANANAS under clauses 4.26.1C or 4.26.1CA.

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| **Explanatory Note**  This definition for 'Registered Facility' is amended to reflect the new registration taxonomy. |

**Registered Facility**: In respect of a Rule Participant, a Facility registered by that Rule Participant with BANANAS in a Facility Class under Chapter 2.

**Registered Generator Performance Standard**: Means:

(a) in respect of a Transmission Connected Generating System other than an Existing Transmission Connected Generating System, an Ideal Generator Performance Standard or a Negotiated Generator Performance Standard that has been approved and registered in accordance with the process in Chapter 3A; and

(b) in respect of an Existing Transmission Connected Generating System, the standard or technical level of performance in respect of a Technical Requirement that is an Agreed Generator Performance Standard under section 1.40 and deemed to be a Registered Generator Performance Standard under clause 1.40.31.

**Registration Correction Notice**: Means a notice issued by BANANAS under clauses 2.32.7B or 2.32.7BA.

**Regulation**: Has the meaning defined in clause 3.9.1.

**Regulations**: Any regulations made under the Electricity Industry Act 2004 (WA) including the WEM Regulations, BANANAS Regulations and the Electricity Industry (Independent Market Operator) Repeal Regulations 2018.

**Regulation Lower**: Has the meaning defined in clause 3.9.3.

**Regulation Lower Market Clearing Price**: The Market Clearing Price for Regulation Lower.

**Regulation Lower Offer Price Ceiling**: The price, in dollars per MW per hour, determined in accordance with clause 2.26.2B, and as may be indexed in accordance with clause 2.26.2U, that is the maximum price that may be associated with a Real-Time Market Submission or Standing Real-Time Market Submission for the provision of Regulation Lower.

**Regulation Raise**: Has the meaning defined in clause 3.9.2.

**Regulation Raise Market Clearing Price**: The Market Clearing Price for Regulation Raise.

**Regulation Raise Offer Price Ceiling**: The price, in dollars per MW per hour, determined in accordance with clause 2.26.2B, and as may be indexed in accordance with clause 2.26.2U, that is the maximum price that may be associated with a Real-Time Market Submission or Standing Real-Time Market Submission for the provision of Regulation Raise.

**Relevant Demand**: The consumption, expressed in MW, of a Demand Side Programme as determined in clause 4.26.2CA.

**Relevant Generator Modification**: Means a Potential Relevant Generator Modification that the Network Operator declares to be a Relevant Generator Modification under clause 3A.13.4.

**Relevant Level**: Means the MW quantity determined by BANANAS in accordance with the Relevant Level Methodology.

**Relevant Level Methodology**: Means the method of determining the Relevant Level specified in Appendix 9.

**Relevant Settlement Adjustment Date**: Means, for a Trading Week, any of Settlement Adjustment Date 1, Settlement Adjustment Date 2 or Settlement Adjustment Date 3, as the case may be.

**Relevant Settlement Statement**: Has the meaning given in clause 9.3.6.

**Reliable Operating State**: The state of the SWIS defined in clause 3.3.1.

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| **Explanatory Note**  The definition for 'Remaining Available Capacity' is amended to clarify that the quantities that need to be entered will depend on the Facility Class, Facility Technology Type and the Market Service affected by the Outage. For example, Remaining Available Capacity for RoCoF Service will be in terms megawatt seconds. The detailed requirements will be provided in the WEM Procedure referred to in clause 3.18.4. |

**Remaining Available Capacity**: For each Dispatch Interval included in an Outage, the remaining capability of a Facility or Facility Technology Type of a Facility, as relevant, to provide an Outage Capability, in units as described in the WEM Procedure referred to in clause 3.18.4.

**Repaid Amount:** Has the meaning given in clause 9.20.2(a).

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| **Explanatory Note**  The defined term 'Repaid Amount Levy' is introduced to enable BANANAS to disgorge, repay or pay a Repaid Amount and recover the payment form Market Participants through a levy in line with the provisions for the Default Levy without having to draw on its own funds or short pay any Market Participants.  The new defined term is introduced in conjunction with amendments to clause 9.20.2(b) and introduction of new clauses 9.20.2A to 9.20.2C. |

**Repaid Amount Levy:** The amount, in respect of a given Market Participant and in the circumstance of a particular Repaid Amount, determined by BANANAS in accordance with clause 9.20.2A.

**Representative:** In relation to a person means a representative of that person, including an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor, of that person.

**Request for Expression of Interest**: In respect of a Reserve Capacity Cycle, the request for expression of interest made available in accordance with clause 4.2.2.

**Required Level**: The level of output (expressed in MW) required to be met by a Facility as determined in clauses 4.11.3B, 4.11.3BB, 4.11.3BC or 4.11.3BD, as applicable.

**Reserve Capacity**: Capacity associated with a Facility. Capacity may be:

(a) the capacity of Energy Producing Systems to produce electricity and send it out into a Network forming part of the SWIS; or

(b) Demand Side Management, being the capability of a Facility registered by the Market Participant at a connection point to a Network forming part of the SWIS to reduce the consumption of electricity at that connection point.

**Reserve Capacity Cycle**: The cycle of events described in clause 4.1.

**Reserve Capacity Deficit:** Has the meaning given in clause 4.26.1A.

**Reserve Capacity Information Pack**: A package of information, including the information described in clause 4.7.3, pertaining to a Reserve Capacity Cycle.

**Reserve Capacity Mechanism**: Chapter 4 of the WEM Rules.

**Reserve Capacity Obligations**: For a Market Participant holding Capacity Credits, determined in accordance with clause 4.12.1 or clause 4.28C.

**Reserve Capacity Obligation Quantity**: The specific amount of capacity required to be provided in a Dispatch Interval or Trading Interval as part of a Reserve Capacity Obligation set by BANANAS in accordance with clauses 4.12.4 to 4.12.6.

**Reserve Capacity Performance Improvement Report**: A report including the information specified in clause 4.27.4A of the WEM Rules, provided by a Market Participant to BANANAS under clause 4.27.5(b) in response to a request made under clause 4.27.3(b).

**Reserve Capacity Performance Report**: A report including the information specified in clause 4.27.4 of the WEM Rules, provided by a Market Participant to BANANAS under clause 4.27.5(a) in response to a request made under clause 4.27.3(a).

**Reserve Capacity Price:** In respect of a Reserve Capacity Cycle, the price for Reserve Capacity determined in accordance with clause 4.29.1, where this price is expressed in units of dollars per Capacity Credit per year.

**Reserve Capacity Price Factors:** Means the BRCP Cap Factor, the EZ BRCP Factor, EZ and AZ used in the formula specified in clause 4.29.1(b)(iv).

**Reserve Capacity Requirement**: Has the meaning given in clause 4.6.1.

**Reserve Capacity Security**: The reserve capacity security to be provided for a Facility (other than a Demand Side Programme) that:

(a) has the meaning given in clause 4.13.5; and

(b) is as calculated and re-calculated under section 4.13 and section 4.28C.

**Reserve Capacity Target**: In respect of a Capacity Year, BANANAS’s estimate of the total amount of Energy Producing Systems' capacity or Demand Side Management capacity required in the SWIS to satisfy the Planning Criterion for that Capacity Year determined in accordance with clause 4.5.10(b).

**Reserve Capacity Test**: Means a test of the Reserve Capacity associated with a Facility as conducted under section 4.25.

**Restoration Profile**: The profile over time of the expected change in Withdrawal by the Loads associated with an Interruptible Load after activation in response to a Contingency Event, from the time the Interruptible Load begins to restore Load until the Facility has returned to normal operations.

**Review Period**: In the case of the first Review Period, the 3 year period commencing on 1 July in the calendar year following the calendar year in which Energy Market Commencement occurs. For each subsequent Review Period, the 3 year period commencing on the third anniversary of the commencement of the previous Review Period.

**Reviewable Decision**: Decisions made by the Coordinator, BANANAS, the Economic Regulation Authority or a Network Operator, that are listed in Schedule 2 of the WEM Regulations, in respect of which an eligible person may apply to the Electricity Review Board for a review of a decision in accordance with the WEM Regulations.

**RoCoF Causer:** Means the set of Rule Participants identified in accordance with Appendix 2B that must pay for the RoCoF Control Service.

**RoCoF Control Requirement**: Means the quantity of RoCoF Control Service scheduled or dispatched in a Dispatch Interval or Pre-Dispatch Interval which is the sum of the Minimum RoCoF Control Requirement and the Additional RoCoF Control Requirement.

**RoCoF Control Service or Rate of Change of Frequency Control Service**: Has the meaning defined in clause 3.9.7.

**RoCoF Control Service Market Clearing Price**: The Market Clearing Price for RoCoF Control Service.

**RoCoF Control Service Offer Price Ceiling**: The price, in dollars per MWs per hour, determined in accordance with clause 2.26.2B, and as may be indexed in accordance with clause 2.26.2U, that is the maximum price that may be associated with a Real-Time Market Submission or Standing Real-Time Market Submission for the provision of RoCoF Control Service.

**RoCoF Limit**: Means a limit on the average frequency rate of change over a particular time period.

**RoCoF Ride Through Capability**: Is the highest RoCoF Limit at which the Facility can operate safely and reliably, expressed over the same timeframe specified in the RoCoF Safe Limit.

**RoCoF Ride-Through Cost Recovery Limit**: Means the limit set by BANANAS under clause 2.34A.12I that is used to determine the set of RoCoF Causers that must pay for the RoCoF Control Service under Appendix 2B.

**RoCoF Safe Limit**: Means the RoCoF Limit referred to in Appendix 13.

**RoCoF Upper Limit**: Means the maximum RoCoF expected on the SWIS if Contingency Reserve was solely used to maintain SWIS frequency after a Contingency Event.

**Rolling Test Window**: A rolling consecutive three-month period of Trading Days, with a successive three-month period beginning on the first Trading Day after the last Trading Day falling within the immediately prior three-month period.

**Rule Change Panel**:Has the meaning given to it in the Panel Regulations.

**Rule Change Proposal**: A proposal made in accordance with clause 2.5 proposing that the Coordinator makes Amending Rules.

**Rule Participant**: Any person registered as a Rule Participant in accordance with Chapter 2 and BANANAS.

**Satisfactory Operating State**: The state of the SWIS defined in clause 3.4.1.

**Scenario**: Means a set of inputs used to generate forecast Dispatch Targets and Market Clearing Prices and the set of resulting outputs.

**Scheduled Facility**: A Facility that can respond to a Dispatch Target from BANANAS such that it can maintain its Injection or Withdrawal within its Tolerance Range for a specified period and is registered as such in accordance with clauses 2.29.4G and 2.29.4I.

**Scheduling Day**: In respect of a Trading Day, the calendar day immediately preceding the calendar day on which the Trading Day commences.

**Season:** As the context requires, any of the Cold Season, Intermediate Season or Hot Season.

**Secure Operating State**: The state of the SWIS defined in clause 3.4.2.

**Secure Operational Voltage Envelope**: Means the voltage limits for the secure operation of an Operating Zone as determined by BANANAS under clause 3.1A.9.

**Security Deposit**: Means a cash deposit made with BANANAS (on terms acceptable to BANANAS in its absolute discretion) by or on behalf of a Rule Participant.

**Security Limit**: Any technical limit on the operation of the SWIS as a whole, or a region of the SWIS, necessary to maintain the Power System Security, including both static and dynamic limits, and limits to allow for and to manage contingencies.

**Security Provider**: Means a person or entity which meets the Acceptable Credit Criteria and which itself is not a Rule Participant.

**Self-Scheduling Outage Facility**: A Facility that is included on the Self-Scheduling Outage Facility List.

**Self-Scheduling Outage Facility List**: The list maintained by BANANAS under clause 3.18A.6.

**Semi-Scheduled Facility**: A Facility that can reduce the value of its Injection or increase the value of its Withdrawal to comply with a Dispatch Cap issued by BANANAS and is registered as such in accordance with clauses 2.29.4G and 2.29.4I.

**Sent Out Metered Schedule**: Means the Metered Schedule converted to sent out MWh quantities using applicable Loss Factors.

**Separately Certified Component**: Any component of a Scheduled Facility or Semi-Scheduled Facility which BANANAS has assessed separately in the determination of Certified Reserve Capacity for the Facility, and for which BANANAS assigned Capacity Credits for any Trading Interval in the Capacity Year.

**Separation Event**: Means a Credible Contingency Event that results in the formation of an Island.

**Service Fee Settlement Amount**: Means the amounts determined in accordance with section 9.13.

**SESSM**: Means the mechanism to procure Frequency Co-optimised Essential System Services under section 3.15A.

**SESSM Availability Payment:** Means the dollar amount payable to the Market Participant for offering the SESSM Availability Quantity of Frequency Co-optimised Essential System Service into the market according to the SESSM Service Specification.

**SESSM Availability Quantity**: Means the MW or MWs quantity of a Frequency Co-optimised Essential System Service to be made available in a Dispatch Interval under a SESSM Award.

**SESSM Availability Requirement**: For a SESSM Award, the percentage of Dispatch Intervals in the SESSM Service Timing in which the Facility must include the sum of the SESSM Availability Quantity and the Base ESS Quantity in its Real-Time Market Submissions for the relevant Frequency Co-optimised Essential System Service from an Available Capacity or In-Service Capacity or be required to pay a Facility SESSM Refund calculated under Appendix 2C.

**SESSM Award**: Means the acceptance of an offer by BANANAS to provide Frequency Co-optimised Essential System Services by a Market Participant in accordance with a SESSM Submission through the SESSM.

**SESSM Award Duration:** Means the period over which obligations and payments under a SESSM Submission apply and must be no longer than three years.

**SESSM Offer Cap:** Means the price referred to in clause 3.15A.20(c).

**SESSM Service Commencement Date**: Means the date a Frequency Co-optimised Essential System Service procured through the SESSM is required to commence.

**SESSM Service Quantity Profile:** Meansthe MW or MWs quantity of Frequency Co-optimised Essential System Service sought through the SESSM for each Dispatch Interval in the SESSM Service Timing (which may be zero at some times of the year or in some hours of the day).

**SESSM Service Specification**: for a Frequency Co-optimised Essential System Service being procured under the SESSM, as set out in clause 3.15A.6.

**SESSM Service Timing**: Means the time period and Dispatch Intervals during which a Frequency Co-optimised Essential System Service procured through the SESSM is required to be provided.

**SESSM Submission**: Means a submission made by a Market Participant in respect of a Facility to provide Frequency Co-optimised Essential System Services in accordance with clause 3.15A.21 through the SESSM.

**Settlement Adjustment Date 1**: Has the meaning given in clause 9.3.7(a).

**Settlement Adjustment Date 2**: Has the meaning given in clause 9.3.7(b).

**Settlement Adjustment Date 3**: Has the meaning given in clause 9.3.7(c).

**Settlement Date**: The Business Day, determined under clause 9.3.1(d), on which all amounts payable under these WEM Rules are settled for the relevant Trading Week for an original Settlement Statement or, in respect of any adjusted Settlement Statement for that Trading Week, the Business Day, determined under clause 9.3.1(i), on which all amounts payable under these WEM Rules are settled for the relevant adjusted Settlement Statement.

**Settlement Disagreement Deadline**: Has the meaning given in clause 9.16.2.

**Settlement Statement**: Means an original settlement statement issued under clause 9.3.3(a) in relation to a Trading Week and containing the information described in clause 9.14 and, in respect of the Adjustment Process, each adjusted settlement statement in relation to that Trading Week issued under clause 9.15.1(b) and containing the information described in clause 9.15.3, respectively.

**Settlement Statement Date:** The Business Day, determined in accordance with clause 9.3.1(b) on which BANANAS releases original Settlement Statements for a Trading Week, and each Business Day, determined in accordance with clause 9.3.1(h) on which BANANAS releases adjusted Settlement Statements for the Adjustment Process for that Trading Week, respectively.

**Shared Reserve Capacity Cost**: The amount determined in accordance with clause 4.28.4.

**Short Term Energy Market (STEM):** A forward market operated under Chapter 6 in which Market Participants can purchase electricity from, or sell electricity to, BANANAS.

**Short Term PASA**: A PASA covering the period in clause 3.16.1(b).

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| **Explanatory Note**  The definition of Small Aggregation as a Facility Technology Type will be reviewed holistically with both the policy intent for facility aggregation (at both transmission and distribution level) as well as how DER is to participate in the WEM in the future. However, for the purposes of the RCM, the definition of Small Aggregation as set out below suffices to enable distributed energy resources to aggregate behind the same TNI and participate in the RCM. These small aggregations are expected to be registered as Non-Scheduled Facilities.  The definition of System Size considers contracted access to the market which estimates the impact of a facility on the market. This definition also explicitly references the charge and discharge capability of Electric Storage Resources and this avoids the need to specify single cycle changes. System Size is used in sections 2.28 and 2.29 of the Tranches 2 and 3 Amendments in the context of energy producing systems at unregistered facilities and therefore the definition has changed Facility to facility to account for both registered and unregistered facilities. The definition of System Size uses the term energy producing equipment instead of energy producing system to denote the fact that the system comprises the entirety of all generating and storage equipment at the facility. |

**Small Aggregation:** One or more Facilities connected to the distribution system and located at the same Electrical Location.

**Small Generating Unit**: An Energy Producing System which has a rated capacity of less than 10MW.

**South West interconnected system (SWIS)**: Has the meaning given in the Electricity Industry Act.

**Stable**: Means when the SWIS will return to an acceptable steady-state operating condition following a disturbance.

**Stabilise**: Means, in relation to SWIS Frequency Operating Standards, when the SWIS Frequency has remained above or below the required level for at least 20 seconds.

**Standard Rule Change Process**: The process for dealing with Rule Change Proposals set out in clause 2.7.

**Standing Bilateral Submission**: A submission by a Market Participant to BANANAS made in accordance with section 6.2A.

**Standing Data**: Data maintained by BANANAS under clause 2.34.1.

**Standing DSP Withdrawal Profile Submission**: A default DSP Withdrawal Profile Submission for a Demand Side Programme for Dispatch Intervals starting at specified times on Trading Days of a specified type.

**Standing Enablement Maximum**: In relation to a Facility and a Frequency Co-optimised Essential System Service, the maximum level of Injection or Withdrawal for which a response will be available for a Frequency Co-optimised Essential System Service.

**Standing Enablement Minimum**: In relation to a Facility and a Frequency Co-optimised Essential System Service, the minimum level of Injection or Withdrawal for which a response will be available for a Frequency Co-optimised Essential System Service.

**Standing High Breakpoint**: For a Facility and a Frequency Co-optimised Essential System Service, the maximum level of generation (in MW) above which the Facility cannot provide its maximum quantity of that Frequency Co-optimised Essential System Service.

**Standing Low Breakpoint**: For a Facility and a Frequency Co-optimised Essential System Service, the minimum level of generation (in MW) below which the Facility cannot provide its maximum quantity of that Frequency Co-optimised Essential System Service.

**Standing Maximum Downwards Ramp Rate**: The Facility’s maximum physical ability, in MW per minute, on a linear basis, to decrease the magnitude of Injection or increase the magnitude of Withdrawal on the receipt of a Dispatch Instruction.

**Standing Maximum Upwards Ramp Rate**: The Facility’s maximum physical ability, in MW per minute, on a linear basis, to increase the magnitude of Injection or decrease the magnitude of Withdrawal on the receipt of a Dispatch Instruction.

**Standing Real-Time Market Submission**: A default Real-Time Market Submission for a Registered Facility and Market Service for Dispatch Intervals starting at specified times on Trading Days of a specified type.

**Standing STEM Submission**: A submission by a Market Participant to BANANAS made in accordance with clause 6.3C.

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| **Explanatory Note**  The definition for 'Start Decision Cutoff' is amended to clarify that the time is relative to the Dispatch Interval in the relevant Real-Time Market Submission, and that the concept of Available Capacity is not just related to synchronisation but relates generally to a decision to make capacity ready for dispatch. |

**Start Decision Cutoff**: For a Registered Facility and Dispatch Interval, the latest time before the start of the Dispatch Interval at which a Market Participant could decide to change a quantity of Available Capacity to In-Service Capacity so as to make the capacity ready for dispatch in that Dispatch Interval, as reflected in its Real-Time Market Submission.

**Statement of Corporate Intent**: The statement of corporate intent as agreed by the Minister or otherwise deemed to apply by Division 2 of Part 5 of the Electricity Corporations Act.

**Statement of Opportunities Report**: A report prepared in accordance with clause 4.5.13 presenting the results of the Long Term PASA study, including a statement of required investment if Power System Security and Power System Reliability are to be maintained.

**STEM**: See Short Term Energy Market.

**STEM Auction**: The process, described in clause 6.9, used to clear the STEM.

**STEM Bid**: A bid to purchase energy from BANANAS via the STEM Auction for a Trading Interval.

**STEM Clearing Price**: Has the meaning given in clause 6.9.7.

**STEM Clearing Quantity**: Has the meaning given in clause 6.9.8.

**STEM Offer**: An offer to provide energy through the STEM Auction for a Trading Interval determined by BANANAS in accordance with clause 6.9.3.

**STEM Reserve Capacity Obligation Quantity**: An estimate of the Reserve Capacity Obligation Quantity for a Scheduled Facility or Semi-Scheduled Facility, or a Separately Certified Component of a Scheduled Facility or Semi-Scheduled Facility, for a Dispatch Interval that is determined by BANANAS on the Scheduling Day for the relevant Trading Day in accordance with clause 6.3A.3(h).

**STEM Results Deadline**: Means 11:30 AM on the Scheduling Day for the Trading Day, or such other time as may be notified by BANANAS under clause 6.4.6B.

**STEM Submission**: A submission by a Market Participant to BANANAS made in accordance with clause 6.3B containing the information set out in, and in the format prescribed by, clause 6.6.

**STEM Submission Cutoff**: Means 10:50 AM on the Scheduling Day for the Trading Day, or such other time as may be notified by BANANAS under clause 6.4.6B.

**STEM Submission Information Window**: For a Scheduling Day, the period of eight consecutive Trading Days starting with the Trading Day for the Scheduling Day.

**STEM Submission Results Window**: For a point in time in the 24-hour period starting at 8:30 AM on a Scheduling Day, the period of eight consecutive Trading Days starting with the Trading Day for the Scheduling Day.

**Storage Works**: Has the meaning given to it in the Electricity Industry Act.

**Supplementary Capacity Contract**: An agreement under which a service provider agrees to supply one or more Eligible Services to BANANAS, entered into in accordance with section 4.24

**Suspension Event**: An event described in clause 9.19.

**Suspension Notice**: A notice issued by BANANAS in accordance with section 2.32 or clause 9.19.7 that a Market Participant is suspended from trading in the Wholesale Electricity Market.

**SWIS**: See the South West interconnected system.

**SWIS Frequency**: Means the frequency of the SWIS, or an Island (as applicable).

**SWIS Frequency Operating Standards**: Means the standards set out in Table 1, Appendix 13.

**SWIS Operating Standards**: The standards for the operation of the SWIS including the frequency and time error standards and voltage standards set out in clause 3.1.

**SWIS Operating State**: One or any of the Reliable Operating State, Satisfactory Operating State, Secure Operating State or Emergency Operating State.

**Synergy**: The body corporate established under section 4(1)(a) of the Electricity Corporations Act.

**System Inertia**: The total Inertia provided by Registered Facilities, Loads, Network equipment and other equipment connected to the SWIS.

**System Operation Function**: The functions referred to in clauses 2.1A.1A, 2.1A.2(cA) and 2.1A.2(iA), together with any function conferred on BANANAS under these WEM Rules in respect of system operation.

**System Restart Plan**: The plan described in clause 3.7.4.

**System Restart Service**: The ability of a Registered Facility with an energy producing system to start without requiring energy to be supplied from a Network to assist in the re-energisation of the SWIS in the event of a system shut down or major supply disruption.

**System Restart Service Contract**: A contract between BANANAS and a Market Participant for the provision of a System Restart Service to BANANAS by that Market Participant’s Registered Facility.

**System Restart Service Provider**: A Market Participant who provides System Restart Service to BANANAS under a System Restart Service Contract.

**System Restart Standard**: The standard, determined by BANANAS under clause 3.7.1 and described in clause 3.7.2, for procurement of System Restart Services.

**System Size**: In respect of a Facility, a quantity equalling the sum of:

(a) the minimum of:

i. the Declared Sent Out Capacity of the Facility; and

ii. the sum over all energy producing equipment comprising the Energy Producing System at the Facility (calculated for each individual piece of energy equipment), of each energy producing equipment’s maximum MW output; and

(b) if the Facility contains no Electric Storage Resource, then zero, otherwise the minimum of:

i. the Contract Maximum Demand in MW of the Facility, where the Contract Maximum Demand is a positive quantity; and

ii. negative one multiplied by the sum over all Electric Storage Resources in the Energy Producing System at the Facility (calculated for each individual Electric Storage Resource), of each Electric Storage Resource’s maximum MW consumption quantity (where that consumption quantity is negative).

**System Strength**: Is a measure of how resilient the voltage waveform is to disturbances such as those caused by a sudden change in Load or an Energy Producing System, the switching of a Network element, tapping of transformers and other types of faults.

**System Strength**: Is a measure of how resilient the voltage waveform is to disturbances such as those caused by a sudden change in Load or an Energy Producing System, the switching of a Network element, tapping of transformers and other types of faults.

**System Strength Requirements**: Means, the requirements identified to maintain sufficient System Strength on the SWIS, as determined by the processes specified in the WEM Procedure referred to in clause 3.2.7.

**Targeted Reserve Capacity Cost:** The cost defined under clause 4.28.1(a).

**Technical Envelope**: The limits for the operation of the SWIS in each SWIS Operating State as established and modified by BANANAS in accordance with clause 3.2.6.

**Technical Requirement**: Means each Technical Requirement for a Transmission Connected Generating System specified in Appendix 12.

**Technical Rules:** has the meaning given in section 1.3 of the Access Code.

**Technical Rules Change Proposal**: Means a proposal made in accordance with the procedure developed pursuant to section 12.50A of the Access Code and submitted to the Economic Regulation Authority proposing that the Technical Rules be amended.

**Technical Rules Committee**: Means the committee established under section 12.16 of the Access Code.

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| **Explanatory Note**  This definition for 'Temperature Dependent Load' is amended to reflect the new registration taxonomy. |

**Temperature Dependent Load**: A Non-Dispatchable Load that is not a Non-Temperature Dependent Load.

**Test**: Means a Commissioning Test or a Reserve Capacity Test.

**Test Plan**: Means a plan approved under Chapter 3 in relation to a Test.

**Thermal Network Limit**: Means a Network Limit that describes the maximum capacity for electrical throughput of a particular Network element due to temperature or related effects.

**Tolerance Range**: Means the amount, in MW, determined by BANANAS under clause 2.13.16 of the WEM Rules.

**Total Amount**: Has the meaning given in clause 9.20.3.

**Total Sent Out Generation**: Means, for a Trading Interval, the sum over all Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities of each Facility’s Sent Out Metered Schedule for the Trading Interval or zero (whichever is higher for that Facility).

**Trading Conduct Guideline**: The guideline published by the Economic Regulation Authority under clause 2.16D.1(b), which may be amended in accordance with 2.16D.2.

**Trading Day**: A period of 24 hours commencing at 8:00 AM on any day after Energy Market Commencement, except where BANANAS declares that part of a Trading Day is to be treated as a full Trading Day under clause 9.1.2, in which case that part is a Trading Day.

**Trading Interval**: A period of 30 minutes commencing on the hour or half-hour during a Trading Day.

**Trading Interval Capacity Cost Refund**: The refund a Market Participant holding Capacity Credits incurs in a Trading Interval, as calculated in accordance with clause 4.26.2F.

**Trading Interval Refund Rate**: The refund rate applicable in a Trading Interval, and in respect of a Facility, as calculated in accordance with clause 4.26.1(a).

**Trading Limit**: Has the meaning given in clause 2.39.1.

**Trading Margin**: Has the meaning given in clause 2.41.1.

**Trading Month**: A period from the beginning of a Trading Day commencing on the first day of a calendar month to the end of the Trading Day that finishes on the first day of the following calendar month.

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| **Explanatory Note**  The definition of Trading Week is amended to align the start of the first Trading Week with the New WEM Commencement Day (8:00 AM on Sunday, 1 October 2023). |

**Trading Week**: A period of seven days commencing at 8:00 AM on the day of the week on which the New WEM Commencement Day commences.

**Tranche 1 Commencement Date**: Means the Trading Day commencing at 8:00 AM on 1 February 2021.

**Transitional Facility:** Means a Facility (other than a Demand Side Programme) that was assigned Capacity Credits for the 2018 Reserve Capacity Cycle.

**Transitional Procedure**: A procedure that, in accordance with these WEM Rules, is:

(a) required to be developed prior to the New WEM Commencement Day; and

(b) deemed to be a WEM Procedure from the New WEM Commencement Day, or such other date as specified in these WEM Rules.

**Transitional Reserve Capacity Cycle:** Means either:

(a) the 2019 Reserve Capacity Cycle; or

(b) any of the subsequent Reserve Capacity Cycles up to and including the 2028 Reserve Capacity Cycle.

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| **Explanatory Note**  This definition for 'Transmission Connected Generating System' is amended to clarify the unregistered Energy Producing Systems serving Intermittent Loads are also subject to Generator Performance Standards. |

**Transmission Connected Generating System**: Means generating works connected to a transmission system in the SWIS, including an unregistered Energy Producing System supplying an Intermittent Load.

**Transmission Loss Factor:** A factor representing the average marginal electrical losses incurred when electricity is transmitted through a transmission network.

**Transmission Loss Factor Class:** A group of one or more connection points with common characteristics assigned a common Transmission Loss Factor.

**Transmission Node**: A location on a transmission system identified for the purposes of aggregating transfer of electricity through that part of the transmission system.

**Transmission Node Identifier**: The code identifying the relevant Transmission Node.

**Transmission System Plan**: A plan prepared and published by a Network Operator in respect of its Network in accordance with section 4.5B.

**Trigger Event**: Means one or more circumstances specified in a Negotiated Generator Performance Standard, the occurrence of which requires a Market Participant responsible for a Transmission Connected Generating System to undertake required actions to achieve an agreed outcome and or achieve an agreed higher level of performance than the existing Registered Generator Performance Standard applicable in respect of one or more Technical Requirements.

**UFLS Requirements**: The functional requirements for the SWIS under frequency load shedding system published by BANANAS in accordance with section 3.6, and as may be amended from time to time in accordance with section 3.6.

**UFLS Specification**: The document referred to in clause 3.6.5 containing the Network Operator's design specification for its under frequency load shedding system in respect of its Network, which must meet the UFLS Requirements.

**Unconstrained Injection Forecast**: The expected MW level of Injection at the end of a Dispatch Interval for a Semi-Scheduled Facility or Non-Scheduled Facility, assuming that the Facility will not be subject to a Dispatch Instruction or direction from BANANAS that limits its Injection, and allowing for expected conditions, commitment and control intentions and the effect of any Outages that have not been rejected for the Facility.

**Unconstrained Withdrawal Forecast**: The expected MW level of Withdrawal at the end of a Dispatch Interval for a Semi-Scheduled Facility or Non-Scheduled Facility, assuming that the Facility will not be subject to a Dispatch Instruction or direction from BANANAS that limits its Withdrawal, and allowing for expected conditions, commitment and control intentions and the effect of any Outages that have not been rejected for the Facility.

**Uplift Payment Mispricing Trigger**: For a Facility and a Dispatch Interval, the value calculated in clause 9.9.9.

**Verification Test**: Means a test conducted under clause 4.25A.

**Week-Ahead Schedule**: A forecast of Market Clearing Prices, Dispatch Targets Dispatch Caps, Dispatch Forecasts and Essential System Services Enablement Quantities for each Pre-Dispatch Interval in the Week-Ahead Schedule Horizon.

**Week-Ahead Schedule Horizon**: The next 336 Pre-Dispatch Intervals after a Pre-Dispatch Interval.

**WEM Procedure**: The procedures developed by BANANAS, the Economic Regulation Authority, the Coordinator and a Network Operator, as applicable, in accordance with section 2.9 as amended in accordance with the Procedure Change Process.

**WEM Regulations:** Means the Electricity Industry (Wholesale Electricity Market) Regulations 2004.

**WEM Rules**: These rules relating to the Wholesale Electricity Market and to the operation of the SWIS.

**WEM Technical Standard**: A provision of the WEM Rules, identified in clause 2.8.14.

**WEM Website**: Has the meaning given in the Regulations, and includes any website operated by BANANAS to carry out its functions under these WEM Rules.

**Western Australian Government’s Energy Transformation Strategy**: Means the Western Australian Government’s Energy Transformation Strategy as announced on 6 March 2019 to be delivered by the Energy Transformation Taskforce in accordance with its Terms of Reference (as may be amended).

**Western Power**: The body corporate established by section 4(1)(b) of the Electricity Corporations Act.

**Western Power Corporation**: The body corporate established under the Electricity Corporation Act (1994) as Western Power Corporation.

**Western Standard Time:** Co-ordinated Universal Time + 8 hours.

**Whole of System Plan**: A plan prepared and published by the Coordinator in accordance with section 4.5A.

**Wholesale Electricity Market**: The market established under section 122 of the Electricity Industry Act.

**Wholesale Electricity Market and Constrained Network Access Reform**: Means:

(a) any proposed change to the operation of the Wholesale Electricity Market or related network access arrangements, or the regulatory regime applying to the Wholesale Electricity Market (including the Electricity Industry Act, the Regulations and these WEM Rules); and

(b) any related activity undertaken by BANANAS in connection with implementation of the DER Roadmap,

that has been endorsed by the Minister (whether or not legislation has been made to implement it).

**Wholesale Market Objectives**: The market objectives set out in Section of 122(2) of the Electricity Industry Act and repeated in clause 1.2.1.

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| **Explanatory Note**  The definition for 'Withdrawal' is amended to clarify how the quantity is measured for different Facility Classes. |

**Withdrawal**: The quantity of power or energy received from a Network, as measured:

(a) for a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility with a single defined network connection point, at the network connection point;

(b) for a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility with multiple network connection points with the same Electrical Location, at the Electrical Location;

(c) for a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility with network connection points at more than one Electrical Location, at the Reference Node;

(d) for a Non-Dispatchable Load, at the network connection point; and

(e) for a Demand Side Programme, as the sum of the Withdrawal quantities of each Associated Load of the Demand Side Programme,

which is measured in instantaneous MW unless specified as MWh over a time period, and is represented as a negative number or zero.

**Working Group:** A working group as established under clause 2.3.17 of these WEM Rules.

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| **Explanatory Note**  Appendix 1 has been redrafted to:   * use the new registration taxonomy; * rearrange the lists within the Appendix in the following order:   + lists of items required as a pre-condition of Rule Participant registration;   + lists of items required as a pre-condition for Facility registration in a specific Facility Class; and   + list of items that are not required as pre-conditions for registration; * include new Standing Data items required to support the new market arrangements; * remove Standing Data items that are no longer required; * remove items that are not maintained using the Standing Data processes set out in section 2.34 (e.g. the Capacity Credits held by a Facility); and * clarify the requirements for some existing Standing Data items. * remove the start-up costs and minimum generation costs, because this information is available to the ERA through other sources and is unsuitable for Standing Data due to its complexity and volatility; and * add new items relating to maximum sent out capacities that are required to support outage management processes. |

Appendix 1: Standing Data

This Appendix describes the Standing Data to be maintained by BANANAS for use by BANANAS in market processes and in dispatch processes.

Standing Data required to be provided as a pre-condition of Market Participant registration and which Market Participants are to update as necessary, is described in Appendix 1(a).

Standing Data required to be provided as a pre-condition of Facility registration and which Rule Participants are to update as necessary, is described in Appendix 1(b) to 1(f).

Standing Data not required to be provided as a pre-condition of Facility registration but which BANANAS is required to maintain, and which Rule Participants are to update as necessary, includes the data described in Appendix 1(g) to 1(i).

(a) For each Market Participant, the maximum Loss Factor adjusted quantity of energy, in units of MWh, that could be consumed during a Trading Interval by the Market Participant’s Registered Facilities and Non-Dispatchable Loads.

(b) For a Scheduled Facility:

i. the total nameplate capacity of the Facility’s Energy Producing System, expressed in MW;

ii. the nameplate capacity of each Facility Technology Type in the Facility, excluding Loads;

iii. the System Size;

iv. if the Facility is a Small Aggregation;

v. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Facility under optimal conditions, expressed in MW;

vA. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Non-Intermittent Generating Systems in the Facility under optimal conditions, expressed in MW;

vB. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Intermittent Generating Systems in the Facility under optimal conditions, expressed in MW;

vC. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Electric Storage Resources in the Facility under optimal conditions, expressed in MW;

vD. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from Electric Storage Resources in the Facility under optimal conditions, expressed in MW;

vi. the maximum Withdrawal capacity of the Facility under optimal conditions, expressed in MW;

vii. the dependence of sent out capacity on temperature at the location of the Facility;

viii. the method to be used for determining the ambient temperature at the site of the Facility (where if no method is specified, a constant temperature of 41 degrees Celsius will be assumed);

ix. if the Facility has a Separately Certified Component that is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non‑Intermittent Generating System when it is operated normally at an ambient temperature of:

1. 41 degrees Celsius; and

2. 45 degrees Celsius;

x. if the Facility has a Separately Certified Component that is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non‑Intermittent Generating System under optimal conditions, expressed in MW;

xA. if the Facility has a Separately Certified Component that is an Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Intermittent Generating System under optimal conditions, expressed in MW;

xi. if the Facility has a Separately Certified Component that is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Electric Storage Resource when it is operated normally at an ambient temperature of:

1. 41 degrees Celsius; and

2. 45 degrees Celsius;

xii. if the Facility has a Separately Certified Component that is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from the Electric Storage Resource under optimal conditions, expressed in MW;

xiii. if the Facility has a Separately Certified Component that is an Electric Storage Resource, the minimum Charge Level capability of the Electric Storage Resource;

xiv. details of the fuel or fuels that each Non-Intermittent Generating System in the Facility can use, including dual fuel capabilities and the process for changing fuels;

xv. the dependence of capacity on the type of fuel used by each Non-Intermittent Generating System in the Facility for each fuel described in Appendix 1(b)(xiv);

xvi. details of any potential energy limits of the Facility;

xvii. if the Facility is a Fast Start Facility;

xviii. the minimum time to synchronisation for the Facility from each of the following states, if applicable:

1. cold;

2. warm; and

3. hot,

and the number of hours that must have elapsed since the Facility last ran for it to be considered in each of these states;

xix. the minimum time before each Facility Technology Type in the Facility can be restarted after it is shut down, excluding Loads;

xx. the minimum stable loading level of the Facility, expressed in sent out MW;

xxi. the minimum dispatchable loading level of the Facility, expressed in sent out MW;

xxii. the minimum physical response time before the Facility can begin to respond to a Dispatch Instruction, when the Facility is running;

xxiii. any output range between minimum dispatchable loading level and nameplate capacity in which the Facility is incapable of stable or safe operation;

xxiv. the minimum load at the connection point of the Facility that will automatically trip off if the Facility fails, expressed in MW;

xxv. sub-transient, transient and steady state impedances (positive, negative and zero sequence) for the Facility;

xxvi. the Standing Maximum Upwards Ramp Rate;

xxvii. the Standing Maximum Downwards Ramp Rate;

xxviii. the emergency upwards ramp rate;

xxix. the emergency downwards ramp rate;

xxx. the overload Injection capacity of the Facility, if any, expressed in MW;

xxxi. the overload Withdrawal capacity of the Facility, if any, expressed in MW;

xxxii. the AGC capabilities of the Facility;

xxxiii. the black start capability of the Facility;

xxxiv. the short circuit capability of Facility equipment;

xxxv. evidence that the communication and control systems required by section 2.35 are in place and operational;

xxxvi. the single line diagram for the Facility, including the locations of transformers, switches, operational and settlement meters;

xxxvii. the network node or nodes at which the Facility can connect;

xxxviii. the Transmission Node Identifier;

xxxix. the National Meter Identifier of each metering point for the Facility, where applicable; and

xl. the Metering Data Agent for the Facility.

(c) For a Semi-Scheduled Facility:

i. the total nameplate capacity of the Facility’s Energy Producing System, expressed in MW;

ii. the nameplate capacity of each Facility Technology Type in the Facility, excluding Loads;

iii. the System Size;

iv. if the Facility is a Small Aggregation;

v. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Facility under optimal conditions, expressed in MW;

vA. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Non-Intermittent Generating Systems in the Facility under optimal conditions, expressed in MW;

vB. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Intermittent Generating Systems in the Facility under optimal conditions, expressed in MW;

vC. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Electric Storage Resources in the Facility under optimal conditions, expressed in MW;

vD. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from Electric Storage Resources in the Facility under optimal conditions, expressed in MW;

vi. the maximum Withdrawal capacity of the Facility under optimal conditions, expressed in MW;

vii. the dependence of sent out capacity on temperature at the location of the Facility, if applicable;

viii. the method to be used for determining the ambient temperature at the site of the Facility (where if no method is specified, a constant temperature of 41 degrees Celsius will be assumed);

ix. if the Facility has a Separately Certified Component that is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non-Intermittent Generating System when it is operated normally at an ambient temperature of:

1. 41 degrees Celsius; and

2. 45 degrees Celsius;

x. if the Facility has a Separately Certified Component that is a Non‑Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Non‑Intermittent Generating System under optimal conditions, expressed in MW;

xA. if the Facility has a Separately Certified Component that is an Intermittent Generating System, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Intermittent Generating System under optimal conditions, expressed in MW;

xi. if the Facility has a Separately Certified Component that is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Electric Storage Resource when it is operated normally at an ambient temperature of:

1. 41 degrees Celsius; and

2. 45 degrees Celsius;

xii. if the Facility has a Separately Certified Component that is an Electric Storage Resource, the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from the Electric Storage Resource under optimal conditions, expressed in MW;

xiii. if the Facility has a Separately Certified Component that is an Electric Storage Resource, the minimum Charge Level capability of the Electric Storage Resource;

xiv. details of the fuel or fuels that each Non-Intermittent Generating System in the Facility can use, including dual fuel capabilities and the process for changing fuels;

xv. the dependence of capacity on the type of fuel used by each Non‑Intermittent Generating System in the Facility for each fuel described in Appendix 1(c)(xiv);

xvi. if the Facility is a Fast Start Facility;

xvii. the minimum time to synchronisation for the Facility from each of the following states, if applicable:

1. cold;

2. warm; and

3. hot,

and the number of hours that must have elapsed since the Facility last ran for it to be considered in each of these states;

xviii. the minimum time before each Facility Technology Type in the Facility can be restarted after it is shut down, excluding Loads;

xix. the minimum stable loading level of the Facility, expressed in sent out MW;

xx. the minimum dispatchable loading level of the Facility, expressed in sent out MW;

xxi. the minimum physical response time before the Facility can begin to respond to a Dispatch Instruction, when the Facility is running;

xxii. any output range between minimum dispatchable loading level and nameplate capacity in which the Facility is incapable of stable or safe operation, if applicable;

xxiii. the minimum load at the connection point of the Facility that will automatically trip off if the Facility fails, expressed in MW;

xxiv. sub-transient, transient and steady state impedances (positive, negative and zero sequence) for the Facility;

xxv. the Standing Maximum Upwards Ramp Rate;

xxvi. the Standing Maximum Downwards Ramp Rate;

xxvii. the emergency upwards ramp rate, if applicable;

xxviii. the emergency downwards ramp rate, if applicable;

xxix. the overload Injection capacity of the Facility, if any, expressed in MW;

xxx. the overload Withdrawal capacity of the Facility, if any, expressed in MW;

xxxi. the short circuit capability of Facility equipment;

xxxii. evidence that the communication and control systems required by section 2.35 are in place and operational;

xxxiii. the single line diagram for the Facility, including the locations of transformers, switches, operational and settlement meters;

xxxiv. the network node or nodes at which the Facility can connect;

xxxv. the Transmission Node Identifier;

xxxvi. the National Meter Identifier of each metering point for the Facility, where applicable; and

xxxvii. the Metering Data Agent for the Facility.

(d) for a Non-Scheduled Facility:

i. the total nameplate capacity of the Facility’s Energy Producing System, expressed in MW;

ii. the nameplate capacity of each Facility Technology Type in the Facility, excluding Loads;

iii. the System Size;

iv. if the Facility is a Small Aggregation;

v. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from the Facility under optimal conditions, expressed in MW;

vA. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Non-Intermittent Generating Systems in the Facility under optimal conditions, expressed in MW;

vB. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Intermittent Generating Systems in the Facility under optimal conditions, expressed in MW;

vC. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply to the relevant Network from Electric Storage Resources in the Facility under optimal conditions, expressed in MW;

vD. the maximum sent out capacity, net of embedded and Parasitic Loads, that can be available for supply across the Electric Storage Resource Obligation Duration to the relevant Network from Electric Storage Resources in the Facility under optimal conditions, expressed in MW;

vi. the maximum Withdrawal capacity of the Facility under optimal conditions, expressed in MW;

vii. the dependence of sent out capacity on temperature at the location of the Facility, if applicable;

viii. details of the fuel or fuels that each Non-Intermittent Generating System in the Facility can use, including dual fuel capabilities and the process for changing fuels;

ix. the minimum dispatchable loading level of the Facility, expressed in sent out MW;

x. the minimum physical response time before the facility can begin to respond to a direction from BANANAS to change its output when the Facility is running;

xi. the minimum load at the connection point of the Facility that will automatically trip off if the Facility fails, expressed in MW;

xii. sub-transient, transient and steady state impedances (positive, negative and zero sequence) for the Facility;

xiii. the Standing Maximum Upwards Ramp Rate;

xiv. the Standing Maximum Downwards Ramp Rate;

xv. the emergency upwards ramp rate, if applicable;

xvi. the emergency downwards ramp rate, if applicable;

xvii. the overload Injection capacity of the Facility, if any, expressed in MW;

xviii. the overload Withdrawal capacity of the Facility, if any, expressed in MW;

xix. the short circuit capability of equipment;

xx. evidence that the communication and control systems required by section 2.35 are in place and operational;

xxi. the single line diagram for the, including the locations of transformers, switches, operational and settlement meters;

xxii. the network node or nodes at which the Facility can connect;

xxiii. the Transmission Node Identifier;

xxiv. the National Meter Identifier of each metering point for the Facility, where applicable; and

xxv. the Metering Data Agent for the Facility.

(e) For an Interruptible Load:

i. evidence that the communication and control systems required by section 2.35 are in place and operational;

ii. details of the real-time telemetry capabilities;

iii. the short circuit capability of Facility equipment;

iv. the single line diagram for the Facility, including the locations of transformers, switches, operational and settlement meters, if applicable;

v. the network nodes at which the Associated Loads of the Facility can connect; and

vi. the Transmission Node Identifier.

(f) For a Demand Side Programme:

i. the maximum number of hours per day that the Facility will be available to provide Reserve Capacity if issued a Dispatch Instruction;

ii. the Trading Intervals where the Demand Side Programme can be curtailed;

iii. any restrictions on the availability of the Demand Side Programme;

iv. the minimum notice period required for dispatch under clause 7.6.15 of the Facility;

v. evidence that the communication and control systems required by clause 2.35 are in place and operational; and

vi. details of the real-time telemetry capabilities of the Facility.

(g) For a Market Participant serving Non-Dispatchable Loads containing Intermittent Loads:

i. the identity of the metering points measuring the Intermittent Loads;

ii. for each metering point identified in Appendix 1(g)(i), the maximum allowed level of Intermittent Load;

iii. for each metering point identified in Appendix 1(g)(i), the maximum level of net consumption at that meter which is not separately metered and which is not Intermittent Load; and

iv. for each metering point identified in Appendix 1(g)(i), the separately metered Energy Producing Systems and Loads behind that meter which are not to be included in the definition of that Intermittent Load.

(h) For each Facility accredited to provide a Frequency Co‑optimised Essential System Service, the Frequency Co-optimised Essential System Service Accreditation Parameters.

(i) For each Facility accredited for RoCoF Ride-Through Capability, the RoCoF Ride-Through Capability of the Facility determined by BANANAS.

Appendix 2: [Blank]

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| **Explanatory Note**  This runway calculation does not include Intermittent Loads. Intermittent Loads will be added to the runway calculation in a future tranche of Amending Rules once the registration framework is finalised.  1.1 This Appendix 2A sets out the steps that are to be followed by BANANAS in determining *TotalRunwayShare(p,DI)*, being the allocation share of Market Participant p in Dispatch Interval DI for the costs of procuring:  (a) Contingency Reserve Raise (see clause 9.10.30); and  (b) Additional RoCoF Control Requirement component of RoCoF Control Service (see clause 9.10.34)  by use of a "modified runway allocation method" for each Dispatch Interval allocating the share of the costs above to Market Participants based on their Facility Risk (see Glossary) in the Dispatch Interval.  1.2 The cost of procuring Contingency Reserve Raise and Additional RoCoF Control Requirement component of RoCoF Control Service (jointly referred to as the relevant Essential System Service) is allocated to Registered Facilities with a Facility Risk greater than 10MW (see Clause 2.3 of this Appendix 2A).  1.3 The cost of procuring the relevant Essential System Service is split into two components (see clause 5.1 of this Appendix 2A):  (a) A Network Component - this is calculated in clause 5.1(a) of this Appendix 2A:  (i) This component is zero if the Largest Credible Supply Contingency is not set by a Network Contingency. It is also zero if the Largest Network Risk equals the Largest Facility Risk (i.e. a Facility Contingency and Network Contingency are tied as the Largest Credible Supply Contingency).  (ii) This component is non-zero if the Largest Credible Supply Contingency is set by a Network Contingency and is not set by a Facility Contingency as the Largest Credible Supply Contingency. In this case, the share Network Component is calculated as the ratio of  (A) the difference between the Largest Network Risk and the Largest Facility Risk; and  (B) the Largest Network Risk.  (iii) This ensures that causers of Network Contingencies only pay:  (A) when their Network Contingency sets the Contingency Reserve Raise Requirement;  (B) a delta - in that their cost allocation is based on the additional relevant Essential System Service procured as a result of their Network Contingency setting the Contingency Reserve Raise Requirement.  *For example, if Largest Network Risk = 300 (set by region A) and Largest Facility Risk = 240 (set by generator X), then the causers of the Region A Network Contingency would pay (300-240)/300 = 20% of the relevant Essential System Service costs in a given Dispatch Interval.*  (iv) If two or more Network Contingencies set the Largest Credible Supply contingency, then each tied Network Contingency is allocated an equal share of the Network Component.  *For example, if two Network Contingencies were tied with Largest Network Risk = 300 (set by region A and region B) in the example above, then the causers of the each Network Contingency would pay 20%/2 = 10% of the relevant Essential System Service costs in a given Dispatch Interval.*  (b) A Facility Component (see clause 5.1(b) of this Appendix 2A) which equals one minus the Network Component calculated above. This component equals 100% if a Facility Contingency sets the Largest Credible Supply Contingency.  1.4 Appendix 2A calculates runway shares for Registered Facilities separately for:  (a) Facilities deemed to be causers of Facility Contingencies (see Section 3 of this Appendix 2A: Applicable Facility Shares, and clause 3.3 of this Appendix 2A, which calculates the runway shares)  (b) Facilities deemed to be causers of Network Contingencies (see Section 4 of this Appendix A: Network Contingency Shares, and clause 4.5 of this Appendix 2A, which calculates the runway shares)  Runway shares are calculated by ranking each Facility’s Facility Risk value, and allocating them a share based on their rank (similar to the calculation in Appendix 2 of the current WEM Rules).  1.5 Once the runway shares above have been calculated, participant cost shares (*TotalRunwayShare(p,DI)*) are calculated in clause 5.3 of this Appendix 2A by taking into account:  (a) The Facility Component and Network Component ratios calculated in clause 5.1 of this Appendix 2A  (b) The number of Network Contingencies tied as the Largest Credible Supply Contingency (if any) in clause 5.2 of this Appendix 2A  (c) The facility runway shares and the network runway shares calculated in clauses 3.3 and 4.5 of this Appendix 2A respectively.  Appendix 2A is also amended to include unregistered Energy Producing Systems serving Intermittent Loads. If the Market Participant responsible for the Non-Dispatchable Load portion of a Facility containing an Intermittent Load is different from the Market Participant responsible for the Registered Facility component, the runway share will be allocated to:   * the Registered Facility when total facility export is greater than the output of any one behind the meter unit; or * the Non-Dispatchable Load when the output of any one behind the meter unit is greater than total Facility export. |

Appendix 2A: Runway share calculation method

1. Interpretation and calculation of a Market Participant's Total Runway Share

1.1 Where anything is to be determined, calculated or done in this Appendix 2A, then except where otherwise stated, BANANAS will determine, calculate or do, as the case may be, those things.

1.2 BANANAS must calculate a Market Participant's total runway share of procuring Contingency Reserve Raise and the Additional RoCoF Requirement component of RoCoF Control Service in Dispatch Interval DI by following each of the steps set out in the rest of this Appendix 2A.

1.3 Each electricity producing unit in an Energy Producing System supplying an Intermittent Load to which clause 2.1(c) of this Appendix 2A applies is treated as a separate Facility for the purposes of this Appendix 2A.

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| **Explanatory Note**  In this section we identify which facilities will be included for the purposes of cost allocation.  All Registered Facilities with a Facility Risk value greater than or equal to 10MW in Dispatch Interval DI are included in *ApplicableFacilities(DI)*.  Facilities containing Intermittent Loads may be included as a Registered Facility (if registered), or individual components of the Energy Producing System serving the load. Even where the Facility is registered, it may still be included as individual components if:   * an unplanned outage of one or more behind the meter units would result in an increase in withdrawal from the transmission network; or * any one of the behind the meter units is producing more energy than is being exported to the transmission network.   Where a Facility serving an Intermittent Load is registered, but only components are included in *ApplicableFacilities(DI)*, the registered Facility will be included in the set *AdditionalApplicableFacilities(DI)*, so it can be included in the Network Contingency cost recovery in section 4. For example, a Registered Facility injecting 20MW to the transmission network, with a behind the meter unit generating 40MW. |

2. Define Facility Sets and Facility Contingencies

2.1 Determine Facilities(DI) as the set of all:

(a) Scheduled Facilities and Semi-Scheduled Facilities that do not contain an Intermittent Load in Dispatch Interval DI;

(b) Scheduled Facilities, Semi-Scheduled Facilities, Non-Scheduled Facilities and Non-Dispatchable Loads that contain an Intermittent Load in Dispatch Interval DI, where:

i. in BANANAS’s reasonable opinion, the information provided under clause 2.30B.3(g) establishes that if a Contingency Event or an event behind the relevant connection point affects the Energy Producing System supplying the Intermittent Load, the net Injection or Withdrawal of the Facility will change by less than 10 MW; or

ii. the Facility Risk for the Facility in Dispatch Interval DI as published under clause 7.13.1E(g)(i) is greater than the highest instantaneous output (in MW) of any electricity producing unit in the Energy Producing System supplying the Intermittent Load as provided under clause 2.30B.3(h); and

(c) electricity producing units in Energy Producing Systems supplying Intermittent Loads which are not part of a Facility included in Facilities(DI) under clause 2.1(b) of this Appendix 2A, and for which, in BANANAS’s reasonable opinion, the information provided under clause 2.30B.3(g) does not establish that if a Contingency Event or an event behind the relevant connection point affects the Energy Producing System the net Injection or Withdrawal of the Facility will change by less than 10 MW.

2.1A Determine AdditionalIMLFacilities(DI) as the set of all Scheduled Facilities, Semi-Scheduled Facilities, Non-Scheduled Facilities and Non-Dispatchable Loads that contain an Intermittent Load in Dispatch Interval DI and are not included in Facilities(DI).

2.2 For each member in Facilities(DI) or AdditionalIMLFacilities(DI), f, calculate the FacilityRisk(f,DI) to be:

(a) where f is a member of AdditionalIMLFacilities(DI) or was included in Facilities(DI) under clauses 2.1(a) or 2.1(b) of this Appendix 2A, the Facility Risk for f in Dispatch Interval DI as published under clause 7.13.1E(g)(i); or

(b) where f was included in Facilities(DI) under clause 2.1(c) of this Appendix 2A, the MWh output or consumption of the electricity producing unit in the Dispatch Interval immediately prior to Dispatch Interval DI as published under clause 7.13.1E(a)(v), multiplied by 12 to convert to MW.

2.3 Determine ApplicableFacilities(DI), which comprises those members f of Facilities(DI) for which:

2.4 Determine AdditionalApplicableFacilities(DI), which comprises those members f of AdditionalIMLFacilities(DI) for which:

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| **Explanatory Note**  This section calculates the facility runway shares for Facilities deemed to be causers of Facility Contingencies (i.e. all members of *ApplicableFacilities(DI)*).  Each Facility is ranked in ascending order of their Facility Risk value and allocated a runway share based on that rank.  For example, if we are ranking two facilities:   * If Facility A has the highest Facility Risk value (at 250 MW), FacilityMW(rank=2,DI) equals 250 MW. * If Facility B has the lowest Facility Risk value (at 200MW), FacilityMW(rank=1,DI) equals 200MW. * Facility B is allocated: (200-0)/(250\*(2+1-1)) = 80%/2 = 40% of the relevant Essential System Service costs * Facility A is allocated: (250-200)/(250\*(1+1-1)) + (200-0)/(250\*(2+1-1)) = 20% + 40% = 60% of the relevant Essential System Service costs |

3. Applicable Facility Shares

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| **Explanatory Note**  Clause 3.1 is amended to reflect that the information previously required to be published under clause 10.5.1(c) has been relocated to clause 2.34B.1(f). |

3.1 Rank the Facilities in the set ApplicableFacilities(DI) in Dispatch Interval DI in the ascending order of the value of FacilityRisk(f,DI) as determined in clause 2.2 of this Appendix 2A. If two or more Facilities in that set have the same FacilityRisk(f,DI) value, BANANAS shall rank those Facilities, as between each other, in ascending alphabetical order of the name of the Facilities recorded by BANANAS in accordance with clause 2.34B.1(f). The Facility with the lowest FacilityRisk(f,DI) value will have rank(f, DI) = 1, and the Facility with the highest FacilityRisk(f,DI) value will have rank(f, DI) = n, where n is the number of Facilities in the set ApplicableFacilities(DI).

3.2 Calculate LargestFacilityRisk(DI), which is the FacilityRisk(f,DI) of the Facility which has the rank(f,DI) = n as determined in clause 3.1 of this Appendix 2A.

3.3 Determine for each Registered Facility f, its runway share of the FacilityComponent(DI) ) of procuring Contingency Reserve Raise and the Additional RoCoF Control Requirement of RoCoF Control Service as follows:

where:

(a) FacilityMW(i,DI) is the FacilityRisk(x,DI) value of Facility x with rank(x,DI) = i in Dispatch Interval DI, where FacilityMW(0,DI)=0, and x∈ApplicableFacilities(DI);

(b) Rank(f,DI) is the rank of Facility f in Dispatch Interval DI as determined in clause 3.1 of this Appendix 2A; and

(c) n is the number of Facilities in the set ApplicableFacilities(DI) in Dispatch Interval DI.

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| **Explanatory Note**  This section calculates the Network Contingency runway shares for Registered Facilities deemed to be causers of Network Contingencies.  We define sets to denote:   * Applicable Network Contingencies whose causers we want to recover costs from (*ApplicableNetworkContingencies(DI)*) * For each member of *ApplicableNetworkContingencies(DI)* (denoted by nc), we define the set of Registered Facilities to be the causers of that Network Contingency as *CauserFacilities(nc, DI)*   Each Registered Facility that is a member of *CauserFacilities(nc, DI)* is ranked in ascending order of their Facility Risk value and allocated a runway share based on that rank (for Network Contingency nc). Membership of *CauserFacilities(nc,DI)* is restricted to registered Facilities, as behind the meter components serving Intermittent Loads are not relevant for network risks, which are set basd on the net generation lost if the network trip occurred. |

4. Network Contingency Shares

4.1 Determine NetworkContingencies(DI), which is the set of Network Contingencies that are taken into account when setting the Contingency Reserve Raise requirement under clause 7.2.4 in Dispatch Interval DI.

4.2 For each member in NetworkContingencies(DI), nc, calculate NetworkRisk(nc,DI) in Dispatch Interval DI as follows:

(a) NetworkRisk(nc,DI) equals the Network Risk in Dispatch Interval DI as published by BANANAS in clause 7.13.1E(g)(ii)(1), if nc sets the Largest Credible Supply Contingency in Dispatch Interval DI; and

(b) NetworkRisk(nc,DI) = 0 otherwise.

4.3 Determine ApplicableNetworkContingencies(DI), which comprises those members nc of NetworkContingencies(DI) for which:

4.4 Calculate m(DI), as the number of members of ApplicableNetworkContingencies(DI).

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| **Explanatory Note**  Clause 4.5 is amended to reflect that the information previously required to be published under clause 10.5.1(c) has been relocated to clause 2.34B.1(f). |

4.5 For each member in ApplicableNetworkContingencies(DI), nc, perform the following steps:

(a) from the information published under clause 7.13.1E(g)(ii), determine the set of Registered Facilities whose Facility Risks are included in the Network Risk associated with Network Contingency nc as CauserFacilities(nc,DI), where CauserFacilities(nc,DI) is a subset of the union of ApplicableFacilities(DI) and AdditionalApplicableFacilities(DI) as defined in clauses 2.3 and 2.4 of this Appendix 2A;

(b) rank the Registered Facilities in CauserFacilities(nc,DI) in the ascending order of the value of FacilityRisk(f,DI) as determined in clause 2.2 of this Appendix 2A. If two or more Registered Facilities in CauserFacilities(nc,DI) have the same FacilityRisk(f,DI) value in Dispatch Interval DI, BANANAS shall rank those Registered Facilities, as between each other, in ascending alphabetical order of the name of the Registered Facility recorded by BANANAS in accordance with clause 2.34B.1(f). The Registered Facility with the lowest FacilityRisk(f,DI) value will have rank(nc,f,DI) = 1, and the Registered Facility with the highest FacilityRisk(f,DI) value will have a rank(nc,f,DI) = nnc, where nnc is the number of Registered Facilities in the set CauserFacilities(nc,DI); and

(c) determine for each Registered Facility f, which is a member of CauserFacilities(nc,DI), its runway share of the Network Contingency component (attributable to Network Contingency nc) of procuring Contingency Reserve Raise and the Additional RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI as follows:

where:

i. NetworkMW(nc,i,DI) is the FacilityRisk(x,DI) value of Registered Facility x with rank(nc,x,DI) = i in Dispatch Interval DI, where NetworkMW(nc,0,DI) =0, and x∈CauserFacilities(nc,DI);

ii. Rank(nc,f,DI) is the rank of Registered Facility f∈CauserFacilities(nc,DI) as determined in clause 4.5(b) of this Appendix 2A; and

iii. nnc is the number of Registered Facilities in the set CauserFacilities(nc,DI) as determined in clause 4.5(b) of this Appendix 2A.

5. Cost Shares

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| **Explanatory Note**  This clause divides the cost of the relevant Essential System Services into a:   * component attributable to Network Contingencies (*NetworkComponent(DI)*) * component attributable to Facility Contingencies (*FacilityComponent(DI)*) |

5.1 Calculate the cost shares associated with the Network Contingency and Facility Contingency components of procuring Contingency Reserve Raise and the Additional RoCoF Control Requirement of RoCoF Control Service as follows:

(a) calculate the cost share associated with the Network Contingency component in Dispatch Interval DI as follows:

where:

i. LargestNetworkRisk(DI) is the Largest Network Risk in Dispatch Interval DI; and

ii. LargestFacilityRisk(DI) is the largest Facility Risk in Dispatch Interval DI as calculated in clause 3.2 of this Appendix 2A; and

(b) calculate the cost share associated with the Facility Contingency component in Dispatch Interval DI as follows:

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| **Explanatory Note**  This clause accounts for multiple Network Contingencies being tied as the Largest Credible Supply Contingency by dividing each causer Registered Facility’s network runway share (for a given Network Contingency) by the total number of tied Network Contingencies. |

5.2 Determine for each Registered Facility f associated with each Applicable Network Contingency nc its cost share of procuring the Network Contingency component of Contingency Reserve Raise and the Additional RoCoF Control Requirement of RoCoF Control Service (attributable to Network Contingency nc) in Dispatch Interval DI as follows:

where:

(a) m(DI) is determined in clause 4.4 of this Appendix 2A; and

(b) NetworkRunwayShare(nc, f, DI) is determined in clause 4.5(c) of this Appendix 2A.

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| **Explanatory Note**  Finally, participant cost shares (*TotalRunwayShare(p,DI)*) are calculated in this clause taking into account:   * the Registered Facility Component and Network Component ratios calculated in clause 5.1 of this Appendix 2A; and * The facility runway shares and the network runway shares calculated in clauses 3.3 of this Appendix 2A and 4.5 of this Appendix 2A respectively.   Clause 5.3(b) is amended to redefine the NetworkRunwayShare(nc,f,DI) variable as NetworkShare(nc,f,DI). |

5.3 Determine Market Participant p’s total runway share of procuring Contingency Reserve Raise and the Additional RoCoF Requirement component of RoCoF Control Service in Dispatch Interval DI as follows:

where:

(a) FacilityComponentShare(p,DI) is calculated as follows:

where:

i. FacilityComponent(DI) is the cost share associated with the Facility Contingency component of procuring Contingency Reserve Raise and the Additional RoCoF Requirement component of RoCoF Control Service in Dispatch Interval DI calculated in clause 5.1(b) of this Appendix 2A;

ii. ApplicableFacilities(p,DI) is a subset of ApplicableFacilities(DI) defined in clause 2.3 of this Appendix 2A, which denotes Registered Facilities in ApplicableFacilities(DI) which are registered to Market Participant p and electricity producing units in ApplicableFacilities(DI) which are in Energy Producing Systems supplying Intermittent Loads for which Market Participant p is responsible; and

iii. FacilityRunwayShare(f,DI) is Facility f’s runway share of the Facility Contingency component of procuring Contingency Reserve Raise and the Additional RoCoF Control Requirement component of RoCoF Control Service in Dispatch Interval DI as calculated in clause 3.3 of this Appendix 2A; and

(b) NetworkComponentShare(p,DI) is calculated as follows:

where:

i. NetworkComponent(DI) is the cost share associated with the Network Contingency component of procuring Contingency Reserve Raise and the Additional RoCoF Requirement component of RoCoF Control Service in Dispatch Interval DI calculated in clause 5.1(a) of this Appendix 2A;

ii. ApplicableNetworkContingencies(DI) is the subset of Network Contingencies determined in clause 4.3 of this Appendix 2A;

iii. CauserFacilities(nc,p,DI) is a subset of CauserFacilities(nc,DI) identified in clause 4.5(a) of this Appendix 2A, which denotes Registered Facilities in CauserFacilities(nc,DI) registered to Market Participant p; and

iv. NetworkShare(nc,f,DI) is Registered Facility f’s cost share associated with Network Contingency nc in Dispatch Interval DI as calculated in clause 5.2 of this Appendix 2A.

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| **Explanatory Note**  1.1 The Minimum RoCoF Control Requirement component of the RoCoF Control Service costs (abbreviated to RoCoF cost in this section) in a Trading Interval are to be shared across three causer groups in equal shares:  (a) *Network Causer group*: Network Operators (this group has one member only);  (b) *Injection Causer group*: Registered Facilities with generation systems or storage systems (i.e. energy producing systems); and  (c) *Offtake Causer group*: Non-Dispatchable Loads and Registered Facilities comprising only Scheduled Loads (end-users).  1.2 Members of each group can exempt themselves by indicating to BANANAS that the RoCoF Ridethrough Capability of their facilities are greater than or equal to the RoCoF Safe Limit.  1.3 The RoCoF costs will be allocated to those causers who cannot exempt themselves.  1.4 If all facilities in a causer set are exempt then the RoCoF cost is allocated equally to the remaining sets. This is represented by the parameter (1/n(t)) in clause 2.4 in this Appendix 2B.  1.5 A Registered Facility which is able to inject (i.e. generate energy) is only included in the Injection Causer group if it does not have an exemption and has a non-zero metered schedule in the given trading interval. The cost share of injectors who are causers will be based on their share of Injection/Withdrawal during the Trading Interval.  1.6 Loads are deemed to be Non-Dispatchable Loads who are served by a retailer or Registered Facilities comprising only Scheduled Loads. These Load facilities are only included in the Offtake Causer group if they do not have an exemption and have a non-zero metered schedule in the given trading interval. It is expected that the Retailer would indicate to BANANAS whether their loads have a RoCoF Ridethrough Capability greater than or equal to the RoCoF Safe Limit. The cost share of Load facilities who are causers will also be based on their share of Injection/Withdrawal during the Trading Interval. |

Appendix 2B: Minimum RoCoF Control Service cost recovery method

1. Interpretation

1.1 Where anything is to be determined, calculated or done in this Appendix 2B, then except where otherwise stated, BANANAS will determine, calculate or do, as the case may be, those things.

2. Cost recovery calculations for Minimum RoCoF Control Requirement

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| **Explanatory Note**  Clause 2.1 of Appendix 2B is amended to reflect that Western Power, who is a Rule Participant, could have to pay for the cost of Minimum RoCoF Control Service. |

2.1 BANANAS must calculate a Rule Participant’s share of the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost in Trading Interval t by following each of the steps set out in the rest of this Appendix 2B.

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| **Explanatory Note**  Injection Causer: These are generators whose RoCoF ridethrough capability is lower than the RoCoF Safe Limit. As per above, the expectation is that most generators will be able to exempt themselves by indicating a high RoCoF ridethrough capability. Transitional rules will be drafted outlining a process for Market Participants to demonstrate their ride-through capability.  Note that a battery is deemed an Injection Causer and not an Offtake Causer.  Offtake Causer: Loads that are unable to demonstrate their ride-through capability will be captured in this group. Transitional rules will be drafted outlining a process for Market Participants to demonstrate their ride-through capability. This group will likely comprise of Non-Dispatchable Loads that are unable to demonstrate ride-through against the RoCoF Safe Limit.  A given facility can only be a member of one Causer Group. That is, facilities would not change between causer groups depending on whether they are injecting or consuming. Causer Group membership is determined by the type of facility (in terms of equipment, technical characteristics, etc.) as opposed to whether the facility is generating or consuming.  A clause X will be inserted (likely in standing data) dealing with RoCoF exemption by the registration or transition rules workstream at a later time. This clause would be tied to the relevant causer’s RoCoF ridethrough capability vis a vis the RoCoF Safe Limit; in that if the ride-through capability is greater than or equal to the safe limit, the facility is exempt from paying the Minimum RoCoF Control Requirement component of RoCoF Control Service cost.  Clause 2.2(c) is amended to reflect the revised registration taxonomy.  Clause 2.2 is further amended to:   * reflect that Western Power is the only Network Operator who may be required to pay for the cost of Minimum RoCoF Control Service; * to give effect to the intent that every a facility cannot change between being an Injection Causer and an Offtake Causer; and * improve consistency and readability of the drafting. |

2.2 For each Trading Interval t, define the set of RoCoF Causers(t), being each of:

(a) Network Causer(t): the set of Networks registered to Western Power which are RoCoF Causers under clause 2.34A.12J in Trading Interval t;

(b) Injection Causer(t): the set of Scheduled Facilities, Semi-Scheduled Facilities or Non-Scheduled Facilities that are recorded in Standing Data as including an Energy Producing System, which have a non-zero Metered Schedule in Trading Interval t and which are RoCoF Causers under clause 2.34A.12J in Trading Interval t; and

(c) Offtake Causer(t): the set of:

i. all Scheduled Facilities, Semi-Scheduled Facilities or Non-Scheduled Facilities which comprise only Loads; and

ii. all Non-Dispatchable Loads (including Synergy’s Notional Wholesale Meter where Synergy is the Market Participant),

which have non-zero Metered Schedules in Trading Interval t and which are RoCoF Causers under clause 2.34A.12J in Trading Interval t.

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| **Explanatory Note**  The following two clauses calculate the number of RoCoF Causer sub-sets are to be allocated a portion of the Minimum RoCoF Control Requirement component of RoCoF Control Service cost. |

2.3 For each Trading Interval t, define a Causer Factor for each subset of RoCoF Causers(t) as follows:

(a) ;

(b) ; and

(c)

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| **Explanatory Note**  n(t) denotes how many causer groups the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost will be split across. |

2.4 Determine the total number of causer groups n(t) in Trading Interval t as follows:

where:

(a) NetworkCauserFactor(t) is the Causer Factor for the subset Network Causer(t) in Trading Interval t as calculated in clause 2.3(a) of this Appendix 2B.

(b) InjectionCauserFactor(t) is the Causer Factor for the subset Injection Causer(t) in Trading Interval t as calculated in clause 2.3(b) of this Appendix 2B.

(c) OfftakeCauserFactor(t) is the Causer Factor for the subset Offtake Causer(t) in Trading Interval t as calculated in clause 2.3(c) of this Appendix 2B.

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| **Explanatory Note**  Western Power (as Network Operator) will be allocated a 1/n(t) share of the cost if its network does not exempt itself by demonstrating for all of its Network that the RoCoF Ride Through Capability of its Network is greater than or equal to the RoCoF Safe Limit. If it does meet the standard, its cost share must be zero.  Clause 2.5 is further amended to:   * reflect that Western Power is the only Network Operator who may be required to pay for the cost of Minimum RoCoF Control Service; and * improve consistency and readability of the drafting. |

2.5 Determine Western Power’s share of the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost in Trading Interval t as follows:

where:

(a) NetworkCauserFactor(t) is the Causer Factor for the subset Network Causer(t) in Trading Interval t as calculated in clause 2.3(a) of this Appendix 2B; and

(b) n(t) is the total number of causer groups in Trading Interval t as calculated in clause 2.4 of this Appendix 2B.

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| **Explanatory Note**  All Registered Facilities with energy producing systems with RoCoF Ridethrough Capability lower than the RoCoF Safe Limit will be allocated a 1/n(t) share of the cost. A given Registered Facility’s share of the 1/n share will be based on their share of the generation/consumption in the relevant Trading Interval as denoted by the absolute value of its Metered Schedules.  The intent here is to charge a generator/injector who is a causer when they are injecting and off taking. |

2.6 For each Registered Facility, f, which is a member of Injection Causer(t), determine its share of the Minimum RoCoF Control Requirement component of RoCoF Control Service cost in Trading Interval t as follows:

where:

(a) n(t) is the total number of causer groups in Trading Interval t as calculated in clause 2.4 of this Appendix 2B;

(b) InjectionCauserFactor(t) is the Causer Factor for the subset Injection Causer(t) in Trading Interval t as calculated in clause 2.3(b) of this Appendix 2B;

(c) MeteredSchedule(f,t) is the value of the Metered Schedule for Registered Facility f which is a member of the subset Injection Causer(t), such subset as defined in clause 2.2(b) of this Appendix 2B, in Trading Interval t;

(d) i∈InjectionCauser(t) denotes all Registered Facilities in the subset Injection Causer(t), such subset as defined in clause 2.2(b) of this Appendix 2B, in Trading Interval t; and

(e) MeteredSchedule(i,t) is the value of the Metered Schedule for Registered Facility i in the subset Injection Causer(t), such subset as defined in clause 2.2(b) of this Appendix 2B, in Trading Interval t.

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| **Explanatory Note**  Loads are charged a 1/n(t) share of the cost in proportion to their share of generation/consumption in the relevant Trading Interval as denoted by the absolute value of their Metered Schedules. |

2.7 For each facility that is a member of Offtake Causer(t), determine in Trading Interval t:

where:

(a) n(t) is the total number of causer groups in Trading Interval t as calculated in clause 2.4 of this Appendix 2B.

(b) OfftakeCauserFactor(t) is the Causer Factor for the subset Offtake Causer(t) in Trading Interval t as calculated in clause 2.3(c) of this Appendix 2B.

(c) MeteredSchedule(l,t) is the value of the Metered Schedule for member l of the subset Offtake Causer(t), such subset as defined in clause 2.2(c) of this Appendix 2B in Trading Interval t;

(d) i∈OfftakeCauser(t) denotes all members of the subset Offtake Causer(t), as defined in clause 2.2(c) of this Appendix 2B in Trading Interval t; and

(e) MeteredSchedule(i,t) is the value of the Metered Schedules for a member i of the subset Offtake Causer(t), such subset as defined in clause 2.2(c) of this Appendix 2B in Trading Interval t.

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| **Explanatory Note**  Rule Participant p’s share of the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost is the sum of the shares over all its facilities (covering both injection and offtake). |

2.8 Determine Rule Participant p’s share of Minimum RoCoF Control Requirement component of RoCoF Control Service cost in Trading Interval t as follows:

where:

(a) InjectionShare(f,t) is, for each Registered Facility which is a member of Injection Causer(t), the Registered Facility f’s share of the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost in Trading Interval t as calculated in clause 2.6 of this Appendix 2B;

(b) f∈p denotes all Registered Facilities which are a member of Injection Causer(t) and registered to Rule Participant p;

(c) OfftakeShare(l,t) is the share of the Minimum RoCoF Control Requirement component of the RoCoF Control Service cost in Trading Interval t for each facility which is a member of Offtake Causer(t), as calculated in clause 2.7 of this Appendix 2B;

(d) l∈p denotes all facilities which are members of Offtake Causer(t) and associated with Rule Participant p; and

(e) NOShare(p,t) is, for Western Power, WPShare(t), as calculated in clause 2.5 of this Appendix 2B, and for all other Rule Participants, zero.

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| **Explanatory Note**   * A Market Participant who fails to make their capacity available for ESS (under a SESSM Award with a non-zero Availability Payment) must pay a refund. This means a Market Participant who has been awarded a SESSM with a zero Availability Payment (i.e. an award made to an existing Facility in response to a trigger for inefficient market outcomes), will pay no refunds if they fail to offer the required Availability Quantity. * The refund is levied on the amount of capacity not made available; for example if a facility was supposed to provide 50 MW, and only provided 20 MW, then the refund will be charged on the 30 MW that was not provided. * The refund itself is a product of the capacity not made available, the Per-Dispatch Interval Availability Payment and a refund factor which equals 3. * If the refund factor equalled 1 then the Market Participant would refund exactly what they were paid as part of ESS Settlement. * To incentivise a Market Participant to make their facility available, the refund factor has been set to a value greater than 1 * The methodology uses a concept similar to the Refund Exempt Outage Count used in the Reserve Capacity Refund calculations to take into account the fact that a SESSM Award will specify a SESSM Minimum Availability Requirement (in %). This SESSM Minimum Availability Requirement implies that there is a maximum number of Dispatch Intervals for a SESSM Award during which a Market Participant can be less than fully available. * Additionally, refunds are capped so that BANANAS never recovers from a Market Participant more than the maximum that a participant could potentially have been paid under a given SESSM Award over the SESSM Service Timing (given the relevant SESSM Minimum Availability Requirement).   For more information, see Section 3.15A which defines many of the terms used below, and also facilitates interpretation of the various quantities introduced.  Appendix 2C is amended to reflect the changes made to SESSM Award holder obligations under clause 7.4.5.  Other minor changes have been made to the appendix to:   * add missing variable definitions and remove an unused variable definition; * correct typographical errors; and * apply standard formatting and clause numbering conventions. |

Appendix 2C: SESSM refund calculation method

1. Interpretation

1.1 Where anything is to be determined, calculated or done in this Appendix 2C, then except where otherwise stated, BANANAS will determine, calculate or do, as the case may be, those things.

2. Supplementary Essential System Service Mechanism refund calculation methodology

2.1 BANANAS must calculate the refund payable by a Market Participant in respect of their Registered Facility for not meeting the SESSM Availability Requirements set out in the relevant SESSM Awards by following each of the steps set out in the rest of this Appendix 2C.

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| **Explanatory Note**  This section defines the various availability parameters that form part of a SESSM Award. These parameters are defined in the Glossary.  Where BANANAS has made a SESSM Award a (to a Market Participant in respect of a Facility to provide a Frequency Co-optimised Essential System Service (FCESS)):   * The BaseQuantity(a,DI) or the Base ESS Quantity, denotes the MW or MWs quantity of Essential System Service the Facility was already accredited for at the time of making the SESSM Submission that resulted in award a. The Base Quantity can be different in different Dispatch Intervals. For example: * Facility X has been accredited for 25MW of Contingency Reserve Raise (with no SESSM triggered). A SESSM is triggered and Facility X has now been awarded an Availability Quantity of 15 MW in all Dispatch Intervals (under award a). The Base ESS Quantity or Base Quantity(a, DI) = 25MW. * Facility Y is a new Facility, and is applying under a SESSM to provide FCESS. Y is awarded an Availability Quantity of 10MW in all Dispatch Intervals, under award a1. The Base Quantity(a, DI) = 0 MW for all Dispatch Intervals (because it was not accredited previously). At a later stage, it undergoes an upgrade, and under SESSM Award a2, it is awarded an additional Availability Quantity (over and above a1) of 5MW in all Dispatch Intervals. Base Quantity(a2,DI) = 10 MW, which is the maximum that Y was accredited for under award a1 (at the time they were awarded a2). * The AvailabilityQuantity(a,DI) or Availability Quantity, denotes the MW or MWs quantity of the ESS the Facility must offer in addition to the Base ESS Quantity in a given Dispatch in at least MinAvailability(a)% (see below) of the time during the SESSM Service Timing. The Availability Quantity can be different in different Dispatch Intervals. The Market Participant must offer the sum of the relevant Availability Quantity and Base ESS Quantity (for a given SESSM Award a): * In the example above, Facility X, must offer 25MW (Base ESS Quantity) + 15MW (Availability Quantity) = 40 MW in all Dispatch Intervals * In the second example, above:    Under award a1, Y must provide offer 0MW (Base ESS Quantity) + 10MW (Availability Quantity) = 10 MW in all Dispatch Intervals.   Under award a2, Y must provide offer 10MW (Base ESS Quantity) + 5MW (Availability Quantity) = 15 MW in all Dispatch Intervals   * The AvailabilityPayment(a,DI) or Per-Dispatch Interval Availability Payment, is the price per Dispatch Interval that the Market Participant will be paid for offering the Availability Quantity in a given Dispatch Interval. The Availability Payment is zero in intervals where the Availability Quantity is zero, and is a flat $/Dispatch Interval figure in Dispatch Intervals where Availability Quantity is non-zero. * MinAvailability(a) or SESSM Minimum Availability Requirement, denotes the % of relevant Dispatch Intervals that the Market Participant must make the sum of the AvailabilityQuantity(a,DI) and BaseQuantity(a,DI) available (i.e. the Market Participant must make all of that quantity available at least MinAvailability % of the applicable Dispatch Intervals). |

2.2 Where BANANAS has made a SESSM Award a in respect of a Registered Facility to provide a specific Frequency Co-optimised Essential System Service, that award specifies the following terms (which terms are applicable to the rest of this Appendix 2C):

(a) the BaseQuantity(a,DI), which is the Base ESS Quantity for SESSM Award a in Dispatch Interval DI;

(b) the AvailabilityQuantity(a,DI), which is the SESSM Availability Quantity for SESSM Award a in Dispatch Interval DI ;

(c) the AvailabilityPayment(a,DI), which is:

i. the Per-Dispatch Interval Availability Payment for SESSM Award a in Dispatch Interval DI if AvailabilityQuantity(a,DI) is greater than zero; or

ii. if otherwise, zero; and

(d) MinAvailability(a), which is the SESSM Availability Requirement for SESSM Award a.

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| **Explanatory Note**  Clause 2.3 of this Appendix 2C determines *MaxUnavailability(a)* or the maximum number of Dispatch Intervals for a SESSM Award (a) during which a Market Participant can be less than fully available  Clause 2.4 of this Appendix 2C determines *PaymentCap(a)* or the maximum that a Market Participant could potentially been paid under a given SESSM Award over the SESSM Service Timing (given the relevant SESSM Minimum Availability Requirement). |

2.3 For each Registered Facility that is providing a Frequency Co-optimised Essential System Service under a SESSM Award a, and for the duration of that SESSM Award a:

(a) determine N(a) to be the number of Dispatch Intervals in the SESSM Service Timing where AvailabilityQuantity(a,DI) is greater than zero;

(b) determine the maximum number of Dispatch Intervals for which the Registered Facility providing a Frequency Co-optimised Essential System Service under SESSM Award a may be unavailable during the SESSM Service Timing, as follows:

where:

i. the FLOOR() function rounds any non-integer figure down to the nearest integer; and

ii. MinAvailability(a) is the percentage determined under clause 2.2(d) of this Appendix 2C; and

(c) determine the total SESSM Availability Payments that would be made over the SESSM Service Timing if it met its SESSM Availability Requirement under SESSM Award a:

where:

i. DI∈a denotes all Dispatch Intervals in the SESSM Service Timing; and

ii. AvailabilityPayment(a,DI) is the quantity determined under clause 2.2(c) of this Appendix 2C.

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| **Explanatory Note**  BANANAS must determine whether or not a Facility under a SESSM Award has made their capacity available in a given Dispatch Interval. As noted above, a Market Participant must offer the sum of the relevant Availability Quantity and Base ESS Quantity (for a given SESSM Award a).  The calculation of the effective FCESS offer quantity for a Facility subject to a SESSM Award in a Dispatch Interval (ESSOffer(f,c,DI)) is amended to reflect the proposed changes to SESSM Award holder obligations under clause 7.4.5. Under the revised drafting:   * by default, ESSOffer(f,c,DI) is equal to the total quantity offered by the Market Participant for Facility f and FCESS c in Dispatch Interval DI in its Real-Time Market Submission (clause 2.4(a)); * however, BANANAS may estimate a lower quantity if the Facility is subject to an Outage during the Dispatch Interval and BANANAS considers the quantities in the Real-Time Market Submission did not accurately reflect the actual capability of the Facility during that Dispatch Interval; and * if the Market Participant fails to meet its obligations under new clause 7.4.5(c), i.e. it does not update its Real-Time Market Submission to offer FCESS capacity that is projected to be required as In-Service Capacity, then BANANAS will set ESSOffer(f,c,DI) to its reasonable estimate of the actual In-Service capability of the Facility in the Dispatch Interval. |

2.4 For each Dispatch Interval DI determine whether a Registered Facility f was available (in respect of its obligations under SESSM Award a to provide Frequency Co-optimised Essential System Service c):

where:

(a) ESSOffer(f,c,DI) is:

i. the sum of the quantities offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f to provide Frequency Co-optimised Essential System Service c in Dispatch Interval DI; or

ii. if:

1. Registered Facility f is subject to a Planned Outage or a Forced Outage in Dispatch Interval DI; and

2. in BANANAS’s view, the sum of the quantities offered in the relevant Market Participant’s Real-Time Market Submission in respect of Registered Facility f does not accurately reflect the Facility’s capability to provide Frequency Co-optimised Essential System Service c in Dispatch Interval DI,

then, BANANAS’s reasonable estimate of Registered Facility f’s capability in MW or MWs, as the case may be, to provide Frequency Co-optimised Essential System Service c in Dispatch Interval DI, if that quantity is lower than the quantity specified in clause 2.4(a)(i) of this Appendix 2C; or

iii. if the relevant Real-Time Market Submission:

1. did not present the relevant Essential System Service Enablement Quantity as In-Service Capacity in accordance with clause 7.4.5(c)(i); or

2. did not offer sufficient capacity as In-Service for energy to allow the Registered Facility to be dispatched for energy between its enablement limits in accordance with clause 7.4.5(c)(ii),

then BANANAS’s reasonable estimate of Registered Facility f’s capability in MW or MWs, as applicable, that was In-Service Capacity in respect of Frequency Co-optimised Essential System Service c in Dispatch Interval DI, if that quantity is lower than the quantities specified in clauses 2.4(a)(i) or (if applicable) 2.4(a)(ii) of this Appendix 2C;

(b) BaseQuantity(a,DI) is the quantity determined under clause 2.2(a) of this Appendix 2C; and

(c) AvailabilityQuantity(a,DI) is the quantity determined under clause 2.2(b) of this Appendix 2C.

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| **Explanatory Note**  BANANAS must calculate the cumulative number of Dispatch Intervals (since the start of the SESSM Service Timing) that the relevant facility has not been available for (denoted *SESSMOutageCount(a,DI)*). |

2.5 Calculate the number of Dispatch Intervals the Registered Facility providing Frequency Co-optimised Essential System Services under SESSM Award a has been unavailable for, from the first Dispatch Interval in the SESSM Service Timing up to and including Dispatch Interval DI:

where:

(a) IsAvailable(a,i) means Registered Facility was available in respect of its obligations under SESSM Award a to provide Frequency Co-optimised Essential System Service c in Dispatch Interval i; and

(b) i is a Dispatch Interval in the SESSM Service Timing.

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| **Explanatory Note**  The refund (*SESSMRefund(a,DI)*) is a product of the capacity not made available, the Per-Dispatch Interval Availability Payment and a refund factor. The calculations takes the following into account:   * *SESSMOutageCount(a,DI))* (see clause 2.5 of this Appendix 2C) has to be greater than MaxUnavailability (a) (see clause 2.3(b) of this Appendix 2C), before the Market Participant starts paying refunds. * The refund is levied on the amount of capacity not made available. * Refunds are capped so that BANANAS never recovers from a Market Participant more than the maximum that a participant could potentially been paid under a given SESSM Award over the SESSM Service Timing (given the relevant SESSM Minimum Availability Requirement). * The refund factor has been set to 3, so that the Market Participant refunds their payment, and pays an additional amount.   The piece-wise equation for SESSMRefund(a, DI) in clause 2.6 has been amended from commas to 'or' in the conditional part of the equation. |

2.6 Calculate the refund due in Dispatch Interval DI for the relevant Registered Facility providing Frequency Co-optimised Essential System Services under SESSM Award a, as follows:

where:

(a) SESSMOutageCount(a,DI) is the quantity determined under clause 2.5 of this Appendix 2C;

(b) MaxUnavailability(a) is the number of Dispatch Intervals determined in clause 2.3(b) of this Appendix 2C;

(c) SESSMRefund(a,i) is the refund due in Dispatch Interval i for the relevant Registered Facility providing Frequency Co-optimised Essential System Services under SESSM Award a;

(d) PaymentCap(a) is the quantity determined under clause 2.3(c) of this Appendix 2C;

(e) SESSMRefundFactor is 3;

(f) [Blank]

(g) AvailabilityQuantity(a,DI) is the quantity determined under clause 2.2(b) of this Appendix 2C;

(h) AvailabilityPayment(a,DI) is the quantity determined under clause 2.2(c) of this Appendix 2C; and

(i) SESSMShortfall(a,DI) is the quantity determined under clause 2.7 of this Appendix 2C.

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| **Explanatory Note**   * Clause 2.7(a) of this Appendix C calculates the availability payment that is payable to a Facility in a given Dispatch Interval for providing FCESS under each SESSM Award to which it is subject. These availability payments are inputs into the FCESS Payable equations in clauses 9.10.6, 9.10.10, 9.10.14, 9.10.22 and 9.10.23 of the WEM Rules. * Clause 2.7(b) of this Appendix C calculates the SESSM refund that is due from a Facility in a given Dispatch Interval for failing to meet availability obligations under each SESSM Award to which it is subject. These SESSM refunds are inputs into the FCESS Payable equations in clauses 9.10.6, 9.10.10, 9.10.14, 9.10.22 and 9.10.23 of the WEM Rules. |

2.7 Calculate the SESSM shortfall for each SESSM Award for each Dispatch Interval as follows:

where:

(a) AvailabilityQuantity(a,DI) is the quantity determined under clause 2.2(b) of this Appendix 2C;

(b) ESSOffer(f,c,DI) is the quantity determined under clause 2.4(a) of this Appendix 2C; and

(c) BaseQuantity(a,DI) is the quantity determined under clause 2.2(a) of this Appendix 2C.

2.8 Calculate the Per-Dispatch Interval Facility Availability Payments and Facility SESSM Refunds for Registered Facility f, as follows:

(a) calculate the Per-Dispatch Interval Facility Availability Payments for Registered Facility f in respect of each Frequency Co-optimised Essential System Service in Dispatch Interval DI as follows:

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;

;

where:

i. a∈ARR is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Regulation Raise in Dispatch Interval DI;

ii. a∈ARL is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Regulation Lower in Dispatch Interval DI;

iii. a∈ACR is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Contingency Reserve Raise in Dispatch Interval DI;

iv. a∈ACL is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Contingency Reserve Lower in Dispatch Interval DI;

v. a∈ARCS is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide RoCoF Control Service in Dispatch Interval DI; and

vi. AvailabilityPayment(a,DI) is the quantity determined under clause 2.2(c) of this Appendix 2C; and

(b) calculate the Facility SESSM Refunds for Registered Facility f in respect of each Frequency Co-optimised Essential System Service in Dispatch Interval DI, as follows:

;

;

;

; and

,

where:

i. SESSMRefund(a,DI) is the quantity determined under clause 2.6 of this Appendix 2C;

ii. a∈ARR is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Regulation Raise in Dispatch Interval DI;

iii. a∈ARL is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Regulation Lower in Dispatch Interval DI;

iv. a∈ACR is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Contingency Reserve Raise in Dispatch Interval DI;

v. a∈ACL is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide Contingency Reserve Lower in Dispatch Interval DI; and

vi. a∈ARCS is the set of SESSM Awards awarded to the Market Participant to whom Registered Facility f is registered to provide RoCoF Control Service in Dispatch Interval DI.

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| **Explanatory Note**  Appendix 3 is amended to:   * remove the Reserve Capacity Auction; and * prescribe the prioritisation order for determining Network Access Quantities (**NAQ**) for Facilities for a Reserve Capacity Cycle (**RCC**).   This Appendix should be read in conjunction with new proposed section 4.15 – Network Access Quantity.  The *Wholesale Electricity Market Amendment (Reserve Capacity Pricing Reforms) Rules 2019* that commenced on 22 February 2020 introduced new provisions for assigning Capacity Credits in scenarios where no new Facilities wish to receive a fixed Reserve Capacity Price (**Scenario 1**) and where one or more new Facilities wish to receive a fixed Reserve Capacity Price (**Scenario 2**).  The NAQ determination process has been designed to accommodate the changes to the prioritisation order that was introduced by the Reserve Capacity Mechanism (**RCM**) pricing reforms.  **Scenario 1 – there are no nominated Fixed Price Facilities**  If the Reserve Capacity Requirement (**RCR**) is not met after an NAQ is determined for all existing and committed Facilities, BANANAS will determine a NAQ for proposed Facilities, applying a new prioritisation order, until the RCR is achieved or there are no Facilities left.  In accordance with the new prioritisation order, BANANAS will not select a proposed Facility where the NAQ determined for the Facility is less than a specified minimum quantity of Capacity Credits (the quantity of which is based on the facility's NAQ) for the Facility to participate in the RCM.  For the purposes of determining an NAQ for each Facility, using the NAQ Model to be developed by BANANAS in accordance with section 4.15, BANANAS will be required to determine a preliminary NAQ for each Facility and then adjust (which can only be upwards in a subsequent step) that preliminary NAQ as preliminary NAQs for other Facilities are progressively determined in the priority order.  **Scenario 2 – there are nominated Fixed Price Facilities**  The process for Scenario 2 is similar to Scenario 1 with some modifications to reflect the existing priority order with respect to Facilities that wish to receive a fixed Reserve Capacity Price.  Specifically, unless there is a shortfall in an Availability Class, NAQs will be determined for Facilities wishing to receive a fixed Reserve Capacity Price only if the NAQs determined for new market price Facilities and existing capacity providers is less than the RCR + 3%.  Where there is a shortfall in an Availability Class, NAQs will be determined for new Facilities that wish to receive a fixed Reserve Capacity Price that are committed and proposed Facilities, in accordance with a prioritisation order that includes other Facilities, until the shortfall is fully covered or there are no Facilities left in the NAQ Model without a preliminary NAQ (excluding Facilities where the preliminary NAQ is less than the specified minimum quantity of Capacity Credits for the facility to participate in the RCM).  However, Appendix 3 is also amended by the Miscellaneous Amendments No. 1. As Appendix 3 is amended to reflect the amendments contained in the Tranches 2 and 3 Amendments, as those amending rules (made by the Minister at the date this companion version was prepared) will be commenced last, please refer to the Miscellaneous Amendments No. 1 to see the changes to Appendix 3 that will commence on 1 March 2022 and apply until the Tranches 2 and 3 Amendments to Appendix 3 commence. |

Appendix 3: Determination of Network Access Quantities

The objectives of this appendix are:

1. To prevent BANANAS determining Network Access Quantities (and assigning Capacity Credits) for Facilities that have been assigned Certified Reserve Capacity that have insufficient access to the Network and availability to usefully address the Reserve Capacity Requirement. A single algorithm is used for testing of Certified Reserve Capacity and for determining whether, in respect of a Reserve Capacity Cycle, a Network Access Quantity will be determined for any new Candidate Fixed Price Facilities for the current Reserve Capacity Cycle. The process is:

* where the Facilities, for which Capacity Credits for the current Reserve Capacity Cycle are being sought, do not include a Candidate Fixed Price Facility, set out in Part A; and
* where the Facilities, for which Capacity Credits for the current Reserve Capacity Cycle are being sought, include a Candidate Fixed Price Facility, set out in Part B.

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| **Explanatory Note**  Where BANANAS has received an application from a Market Participant for Early Certified Reserve Capacity under section 4.28C, BANANAS will determine a preliminary NAQ (where the Facility is also a Network Augmentation Funding Facility) or an Indicative NAQ for the Facility. A Facility to which Early Certified Reserve Capacity has been assigned will only be assigned a Final NAQ (and Capacity Credits) in Year 1 of the RCC to which the application for Early Certified Reserve Capacity relates, and subsequently receive the same treatment as other Facilities holding Capacity Credits and a NAQ. |

1. To determine, using the Network Access Quantity Model:

* whether a Network Access Quantity will be determined for a new Facility, or Facility Upgrade, for the current Reserve Capacity Cycle and, if so, to determine a Network Access Quantity for that Facility or Facility Upgrade;
* a preliminary Network Access Quantity or an Indicative Network Access Quantity for an Early CRC Facility, as applicable; and
* a Network Access Quantity (which may be zero) for other NAQ Facilities for the current Reserve Capacity Cycle.

Terms defined in this Appendix 3 are defined for the purposes of this Appendix 3 alone and must not be used to infer the meaning of those words, or other words, in these WEM Rules. Terms which are defined in the WEM Rules will apply to this Appendix unless defined in this Appendix.

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| **Explanatory Note**  BANANAS may be required to use multiple Constraint Sets within the NAQ Model. Currently, only steps that involve the addition of Network Augmentation Funding Facilities explicitly include a reference to add the “applicable Constraint Set”. However, the addition of other Facilities may also require changes to the Constraint Sets used in the NAQ Model.  Appendix 3 is amended to replace the explicit references to adding Constraint Sets in specific steps with a general requirement for BANANAS to use the applicable Constraint Sets in the NAQ Model for the Facilities assessed in each step of Appendix 3. |

BANANAS must use the applicable Constraint Sets in the Network Access Quantity Model for the Facilities assessed in each step of this Appendix 3.

In this Appendix 3:

* Q[a] is the quantity associated with Availability Class “a” in clauses 4.5.12(b) or 4.5.12(c);
* CR[a] is the capacity requirement associated with Availability Class "a";
* Z is the total preliminary Network Access Quantity determined for Facilities where the capacity is associated with Availability Class 1;

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| **Explanatory Note**  The definition of the capacity requirement of Availability Class 1 is amended to remove the superfluous minus sign after Q[1].  The definition of the capacity requirement of Availability Class 2 is amended to remove a superfluous right-hand bracket after Q[2]. |

* the “capacity requirement” of:
* Availability Class 1 is CR[1] = Q[1]; and
* Availability Class 2 is CR[2] = max(0, Q[2]) – max(0, Z – CR[1]);
* "current Reserve Capacity Cycle" means the Reserve Capacity Cycle for which the processes in this Appendix are being undertaken to procure Reserve Capacity for the Capacity Year for that Reserve Capacity Cycle;
* "Early CRC Facility" is a Facility for which:
* an application for Early Certified Reserve Capacity has been made under section 4.28C to deliver Reserve Capacity for a future Reserve Capacity Cycle; and
* pursuant to that application, BANANAS has assigned Early Certified Reserve Capacity to the Facility in accordance with section 4.28C;

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| **Explanatory Note**  The NAQ for new capacity upgrades to existing Facilities are determined separately to the NAQ for the parent Facility. Accordingly, the intent of the definition of 'Facility Upgrade' is to calculate the quantity of the increase in the capacity of the Facility by reference to the difference between the parent Facility's nameplate capacity prior to the upgrade and the total Certified Reserve Capacity assigned to the parent Facility including the upgrade.  Regardless of whether a Market Participant intends to increase the nameplate capacity of a Facility in the future or in the past 12 months, the increase should be considered a Facility Upgrade for the purposes of Appendix 3. The definition of Facility Upgrade is therefore amended to remove the implication that the increase in nameplate capacity needs to occur in the future. |

* "Facility Upgrade" means, for a NAQ Facility, an increase in the nameplate capacity of the NAQ Facility, being the difference between:
* the nameplate capacity specified under clause 4.10.1(dA), for the NAQ Facility, as provided in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle; and
* the nameplate capacity specified under clause 4.10.1(dA), for the NAQ Facility as provided in the current Reserve Capacity Cycle;
* "future Reserve Capacity Cycle" means a Reserve Capacity Cycle that is subsequent to the current Reserve Capacity Cycle;

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| **Explanatory Note**  An Early CRC Facility during an "intervening" RCC is to be classified as an Indicative NAQ Facility, except for Early CRC Facilities that are also Network Augmentation Funding Facilities as the associated augmentation works will not yet be constructed. An "intervening" RCC is the RCC after the first RCC when the application for Early CRC is assessed under Step 13 of Part A or Part B (and an Indicative NAQ is determined for the Facility) and prior to the RCC when a Final NAQ is determined for the Early CRC Facility (and Capacity Credits are assigned to the Facility). This will apply to Early CRC Facilities for which an application for Early Certified Reserve Capacity is made two years before the commencement of Year 1 of the RCC in which the Facility's Reserve Capacity is to be delivered. Early CRC Facilities that are first assigned Early CRC in the RCC immediately prior to the RCC in which is to be delivered will be classified as an NAQ Facility in that subsequent RCC. |

* "Indicative NAQ Facility" means an Early CRC Facility for which an Indicative Network Access Quantity was determined for the Facility under Step 13(c)(ii) in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle, but does not include:
* an Early CRC Facility that is also a Network Augmentation Funding Facility; or
* an NAQ Facility;

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| **Explanatory Note**  To enable an Early CRC Facility to be assigned a Final NAQ for the RCC to which the application for Early CRC relates (i.e. the RCC in which the Facility's Reserve Capacity will be delivered), the Facility will be classified as an NAQ Facility, in that RCC, which means it will be assessed for a preliminary NAQ at Step 3A in that RCC.  Appendix 3 has been further amended to give priority under the NAQ framework to Facilities with an NCESS contract. |

* “NAQ Facility” means:
* a Facility for which a Final Network Access Quantity has been determined in a previous Reserve Capacity Cycle and the Facility has been assigned Certified Reserve Capacity for the current Reserve Capacity Cycle;
* an Early CRC Facility where the current Reserve Capacity Cycle is the Reserve Capacity Cycle in which the Facility will first deliver Reserve Capacity; or
* a Facility that has been assigned Certified Reserve Capacity and is subject to an NCESS Contract for the current Reserve Capacity Cycle,

but excludes a Facility for which BANANAS has received a notice under section 4.4A.1 that the Facility is expected to retire in the Capacity Year to which the current Reserve Capacity Cycle relates and the notice has not been withdrawn under clause 4.4A.6;

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| **Explanatory Note**  BANANAS's determination of preliminary NAQs at each relevant step of this Part A is subject to the NAQ rules. These rules reflect the principles that once an NAQ is determined it cannot be reduced in a subsequent step (i.e. the Facility's priority cannot be displaced by a Facility with a lower prioritisation), and must not exceed the quantity of CRC assigned to the Facility for the RCC. |

* “NAQ rules” means:
* the preliminary Network Access Quantity determined for a Facility under a step in Part A or Part B, as applicable, cannot be reduced, but can be increased, in a subsequent step; and
* the maximum preliminary Network Access Quantity that can be determined for a Facility at the end of a step in Part A or Part B, as applicable, cannot exceed the Certified Reserve Capacity assigned to the Facility for the current Reserve Capacity Cycle;

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| **Explanatory Note**  Where a Facility is first added to the NAQ Model at a step, BANANAS determines a preliminary NAQ for the Facility. The NAQ is "preliminary" as it may be adjusted (upwards only) in a subsequent step. After all relevant steps are completed, the preliminary NAQ is the Final NAQ for the Facility. |

* “preliminary Network Access Quantity” is the Network Access Quantity first determined by BANANAS for a Facility in a step, as may be adjusted by BANANAS in a subsequent step;

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| **Explanatory Note**  BANANAS will apply the 'prioritisation order' to resolve any ties between one or more Facilities. |

* “prioritisation order” means, where two or more Facilities are tied with respect to the selection criteria such that assigning a preliminary Network Access Quantity to all but one of them would result in the total preliminary Network Access Quantity assigned to those Facilities exceeding the total capacity requirement of the Availability Class, then those tied Facilities are to be selected according to the following rules until the tie is resolved:
* the ratio of a Facility’s preliminary Network Access Quantity to Certified Reserve Capacity from highest to lowest; then
* the combination of the Certified Reserve Capacity for Facilities that will minimise the excess of the total Network Access Quantities to be assigned to the Facilities to achieve the capacity requirement for the Availability Class; then
* in the order of the time Expression of Interest submissions were received by BANANAS, with the Facility to which the earlier submission relates being selected first; then
* in the order of the time the applications for Certified Reserve Capacity were received by BANANAS, with the Facility to which the earlier application relates being selected first.

Part A No Candidate Fixed Price Facility

Step 1: Calculate the capacity requirement of Availability Class 1.

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| **Explanatory Note**  All Facilities that were assigned an NAQ or Indicative NAQ (which does not include an Early CRC Facility that is also a Network Augmentation Funding Facility) in the RCC immediately preceding the current RCC are added to the NAQ Model at Step 2.  An Early CRC Facility that is also a Network Augmentation Funding Facility is only added to Step 2 in the RCC that relates to the Capacity Year for which the Early CRC NAFF capacity is to be delivered. |

Step 2: Let the Network Access Quantity Model contain:

(a) NAQ Facilities for Availability Class 1 and Availability Class 2; and

(b) Indicative NAQ Facilities.

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| **Explanatory Note**  For the 2022 RCC, in which NAQs are to be first determined for Facilities, BANANAS must determine preliminary NAQs for existing and committed Facilities that are not GIA Facilities, prior to determining preliminary NAQs for all other Facilities in accordance with the processes in this Appendix.  At Steps 3A, 3B and 3C, BANANAS is required to determine a "preliminary NAQ" for Facilities for which an NAQ was determined in the RCC immediately preceding the current RCC, and for Early CRC Facilities where the current RCC relates to the RCC in which the Facility's Reserve Capacity will be delivered.  The intent of classifying the NAQ as "preliminary" is because as other groups of Facilities are added to the NAQ Model and NAQs determined for them in a subsequent step, an earlier NAQ determination may need to be adjusted (upwards only). The intent is at the end of all relevant steps, the preliminary NAQ (as may have been adjusted) is recorded as the Final NAQ for the Facility. The Final NAQ for a Facility determines the number of Capacity Credits assigned to the Facility for the RCC.  The intent of Step 3A is for BANANAS to determine a preliminary NAQ for each Facility by assessing whether the existing NAQ determined for the Facility in the RCC immediately preceding the current RCC is in order for the current RCC (0 to min(CRC, current NAQ). In other words:  verify that the Facility has been assigned Certified Reserve Capacity in the current RCC (equal to or greater than the NAQ determined for the Facility in the RCC immediately preceding the current RCC; then  if the amount of CRC assigned to the Facility in the current RCC is lower than the NAQ in 1, reduce the NAQ to the amount specified to be bilaterally traded for the Facility in the current RCC; then  check whether there has been any organic changes in the network that reduces the transfer capability of the network and, reduce the NAQ for affected Facilities accordingly.  The intent of Steps 3B and 3C is for BANANAS to determine whether there is NAQ available to NAQ Facilities up to their Highest NAQ (PNAQ to min(CRC, HNAQ)) and then up to the Certified Reserve Capacity assigned to the Facility (PNAQ to CRC) respectively.  BANANAS is also required to determine (and adjust (upwards only) in a subsequent step) an Indicative NAQ for Early CRC Facilities (excluding Early CRC Facilities that are also Network Augmented Funding Facilities) where the RCC is the "intervening" year for these Facilities. |

Step 3: For:

(a) the 2022 Reserve Capacity Cycle, BANANAS must:

i. undertake the processes in Steps 3A, 3B and 3C excluding:

1. each NAQ Facility that is also a GIA Facility; and

2. each Indicative NAQ Facility; then

ii. repeat Steps 3A, 3B and 3C with all NAQ Facilities and Indicative NAQ Facilities in accordance with the processes set out in those steps; and

(b) subsequent Reserve Capacity Cycles, go to Step 3A.

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| **Explanatory Note:**  Step 3A of Part A of Appendix 3 is amended to:   * specify that for Indicative NAQ Facilities the Indicative Network Access Quantity is adjusted; and * reflect that Early CRC Facilities with an Indicative Network Access Quantity do not have Certified Reserve Capacity but Early Certified Reserve Capacity. |

Step 3A: Subject to the NAQ rules, using the Network Access Quantity Model determine the preliminary Network Access Quantity for each NAQ Facility and, where applicable, Indicative Network Access Quantity for each Indicative NAQ Facility, which is a value up to the minimum of:

(a) the Network Access Quantity determined for the NAQ Facility or Indicative NAQ Facility in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle, which, for an Early CRC Facility is deemed to be:

i. for an Early CRC Facility is deemed to be:

1. for an Early CRC Facility that is also a Network Augmentation Funding Facility, the preliminary Network Access Quantity determined for the Facility at Step 13(c)(i) in a previous Reserve Capacity Cycle; or

2. for each other Early CRC Facility, the Indicative Network Access Quantity determined for the Facility in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle; and

ii. for an NAQ Facility subject to an NCESS Contract, that was not assigned a Network Access Quantity in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle, is deemed to be the Certified Reserve Capacity for the NAQ Facility; and

(b) the Certified Reserve Capacity for the NAQ Facility or Early Certified Reserve Capacity for the Indicative NAQ Facility,

then go to Step 3B.

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| **Explanatory Note:**  Step 3B of Part A of Appendix 3 is amended to reflect that Indicative NAQ Facilities do not have a Highest Network Access Quantity. |

Step 3B: Using the Network Access Quantity Model and, subject to the NAQ Rules, adjust the preliminary Network Access Quantity determined for an NAQ Facility under a prior step to a value up to the Highest Network Access Quantity for the NAQ Facility where this is greater than the preliminary Network Access Quantity determined for the NAQ Facility in a prior step and, where applicable, adjust the Indicative Network Access Quantity determined under a prior step for an Indicative NAQ Facility up to the Early Certified Reserve Capacity for the Indicative NAQ Facility,

then go to Step 3C.

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| **Explanatory Note**  Step 3C of Part A of Appendix 3 is amended reflect that Early CRC Facilities with an Indicative Network Access Quantity do not have Certified Reserve Capacity but Early Certified Reserve Capacity. |

Step 3C: Using the Network Access Quantity Model and, subject to the NAQ rules, adjust the preliminary Network Access Quantity determined for an NAQ Facility or Indicative Network Access Quantity for an Indicative NAQ Facility under a prior step to a value up to a value equal to the Certified Reserve Capacity for the NAQ Facility or Early Certified Reserve Capacity for an Indicative NAQ Facility, excluding, for the NAQ Facility, any associated Facility Upgrade, where this is greater than the preliminary Network Access Quantity determined in a prior step.

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| **Explanatory Note**  At Step 4, BANANAS is required to add new committed Facilities that have committed to funding network augmentations and the applicable Constraint Sets to the NAQ Model and determine a preliminary NAQ for each of these Facilities.  Where applicable, BANANAS is also required to adjust (upwards only) any preliminary NAQs for Facilities determined under previous steps and any Indicative NAQs for Indicative NAQ Facilities. |

Step 4: Add all new committed Network Augmentation Funding Facilities (as defined in section 4.10A) to the Network Access Quantity Model, then using the Network Access Quantity Model and, subject to the NAQ rules:

(a) determine the preliminary Network Access Quantity for each such Network Augmentation Funding Facility; and

(b) where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or the Indicative Network Access Quantity for an Indicative NAQ Facility.

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| **Explanatory Note**  The following clarification has been added to ensure that no Early CRC Facilities that are also Network Augmentation Funding Facilities are added at Step 4. |

To avoid doubt, an Early CRC Facility that is also a Network Augmentation Funding Facility is not a Network Augmentation Funding Facility for the purposes of this Step 4.

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| **Explanatory Note**  At Step 5, BANANAS is required to add any remaining committed Facilities associated with Availability Class 1 (i.e. existing committed Facilities are already dealt with as NAQ Facilities at Step 3A or Network Augmentation Funding Facilities at Step 4) and committed Facility upgrades to the NAQ Model and determine a preliminary NAQs foreach of these Facilities.  Committed Availability Class 2 Facilities are also added at this Step 5 but are not counted towards the Availability Class 1 target. All new committed Early CRC Facilities are excluded at this Step 5.  Where applicable, BANANAS is also required to adjust (upwards only) any preliminary NAQs for Facilities determined under previous steps and any Indicative NAQs for Indicative NAQ Facilities. |

Step 5: Add to the Network Access Quantity Model:

(a) any remaining committed Facilities associated with Availability Class 1 and Availability Class 2, excluding any new Early CRC Facilities; and

(b) any committed Facility Upgrade for an NAQ Facility, then:

(c) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each such Facility or Facility Upgrade; and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or the Indicative Network Access Quantity for an Indicative NAQ Facility.

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| **Explanatory Note**  At Step 6, BANANAS is required to add any remaining proposed Facilities and proposed Facility upgrades associated with Availability Class 1, excluding any new Early CRC Facilities, to the NAQ Model.  BANANAS is required to determine a preliminary NAQ for each of these Facilities and only select Facilities where the preliminary NAQ for the Facility is not less than the minimum number of capacity credits nominated by the Market Participant under clause 4.14.1D that are required for the Facility to participate in the RCM. Any Facilities not selected are removed from the NAQ Model and added back in at Step 9(a).  Where applicable, BANANAS is also required to adjust (upwards only) any preliminary NAQs for Facilities determined under previous steps and any Indicative NAQs for Indicative NAQ Facilities.  The Indicative Network Access Quantity for any Indicative NAQ Facility is excluded from the calculation testing whether the capacity requirement is met. This is because, the capacity for Indicative NAQ Facilities will not be available for the Capacity Year that relates to the current RCC. |

Step 6: If the sum of the preliminary Network Access Quantity determined for each Facility that is associated with Availability Class 1 under all prior steps does not fully cover the capacity requirement of Availability Class 1, then:

(a) add all remaining Facilities and Facility Upgrades, excluding any new Early CRC Facilities, associated with Availability Class 1 to the Network Access Quantity Model; then

(b) using the Network Access Quantity Model and, subject to the NAQ rules, determine the preliminary Network Access Quantity for each Facility added in Step 6(a); then

(c) select Facilities, subject to, where applicable, the preliminary Network Access Quantity determined for a Facility being not less than the Minimum Capacity Credits Quantity for the Facility (as specified under clause 4.14.1D), until the capacity requirement of Availability Class 1 is fully covered, applying the prioritisation order, if required, or until there are no Facilities left to be selected; then

(d) remove any Facilities not selected under Step 6(c) from the Network Access Quantity Model; then

(e) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility selected under Step 6(c); and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or the Indicative Network Access Quantity for an Indicative NAQ Facility.

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| **Explanatory Note**  At Step 11, BANANAS is required to record each preliminary NAQ as the Final NAQ for each Facility. To avoid Facilities for which a preliminary NAQ was determined at Step 6(b) but the Facility was not accepted at Step 6(c) being considered at Step 11, only Facilities selected under Step 6(c) will be deemed to be Facilities for which a preliminary NAQ has been determined. |

For the purposes of Step 11, Facilities that have not been selected under Step 6(c) will not be treated as a Facility for which a preliminary Network Access Quantity has been determined.

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| **Explanatory Note**  At Step 7, BANANAS is required to determine whether there is a shortfall in the capacity requirement for Availability Class 1. |

Step 7: If a preliminary Network Access Quantity has been determined for each Facility in the Network Access Quantity Model associated with Availability Class 1 (except for any Facilities that were not selected due to the preliminary Network Access Quantity determined for the Facility being less than the Minimum Capacity Credits Quantity for the Facility as specified under clause 4.14.1D) but the capacity requirement of Availability Class 1 has not been covered, then record the difference as the capacity shortfall for Availability Class 1.

Step 8: Calculate the capacity requirement of Availability Class 2.

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| **Explanatory Note**  At Step 9, BANANAS is required to determine whether the capacity requirement for Availability Class 2 has been covered by preliminary NAQs determined for Facilities under all previous steps.  If the capacity requirement has not been covered, BANANAS will continue to add Facilities to the NAQ Model and determine preliminary NAQs for Facilities until the capacity requirement is covered or there are no Facilities left in the NAQ Model for which a preliminary NAQ has not been determined  The Facilities added to the NAQ Model at this step are proposed Availability Class 2 and any Facilities that were not selected under a previous step because the preliminary NAQ determined for them under the relevant step was less than the minimum quantity of Capacity Credits nominated for the facility under clause 4.14.1D to participate in the RCM.  Where applicable, BANANAS is also required to adjust (upwards only) any preliminary NAQs for Facilities determined under previous steps and any Indicative NAQs for Indicative NAQ Facilities. |

Step 9: If the sum of the preliminary Network Access Quantity determined for each Facility that is associated with Availability Class 2 under all prior steps does not fully cover the capacity requirement of Availability Class 2, then:

(a) add all remaining Facilities associated with Availability Class 2 to the Network Access Quantity Model and any Facilities that were removed from the Network Access Quantity Model at Step 6(d); then

(b) using the Network Access Quantity Model and, subject to the NAQ rules, determine the preliminary Network Access Quantity for each Facility added at Step 9(a); then

(c) select Facilities, subject to, where applicable, the preliminary Network Access Quantity determined for a Facility being not less than the Minimum Capacity Credits Quantity for the Facility (as specified under clause 4.14.1D), in order of decreasing availability until the capacity requirement of Availability Class 2 is fully covered, applying the prioritisation order, if required, or until there are no Facilities left to be selected; then

(d) remove any Facilities not selected under Step 6(c) from the Network Access Quantity; then

(e) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility selected under Step 9(c); and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or Indicative Network Access Quantity for an Indicative NAQ Facility.

For the purposes of Step 11, Facilities that have not been selected under Step 9(c) will not be treated as a Facility for which a preliminary Network Access Quantity has been determined.

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| **Explanatory Note**  At Step 10, BANANAS is required to determine whether there is a shortfall in the capacity requirement for Availability Class 2. |

Step 10: If a preliminary Network Access Quantity has been determined for each Facility in the Network Access Quantity Model associated with Availability Class 2 (except for any Facilities that were not selected due to the preliminary Network Access Quantity determined for the Facility being less than the Minimum Capacity Credits Quantity for the Facility as specified under clause 4.14.1D) but the capacity requirement of Availability Class 2 has not been covered, then record the difference as the capacity shortfall for Availability Class 2.

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| **Explanatory Note**  At Step 11(a), BANANAS is required to record any adjusted Indicative Network Access Quantity for an Indicative NAQ Facility.  At Step 11(b), BANANAS is required to record the preliminary NAQ determined for a Facility as the Final NAQ for the Facility. Under clause 4.15.2, the Final NAQ determined for a Facility through the processes in this Appendix 3 is the NAQ for the Facility for the RCC. |

Step 11: Record:

(a) for an Indicative NAQ Facility, if the Indicative Network Access Quantity has been adjusted under this Part A, the adjusted Indicative Network Access Quantity; and

(b) for each other Facility, the preliminary Network Access Quantity determined under this Part A as the Final Network Access Quantity for the Facility.

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| **Explanatory Note**  BANANAS will procure Supplementary Reserve Capacity under section 4.24 to address any shortfall in the capacity requirement for Availability Class 1 or Availability Class 2. |

Step 12: For each Availability Class report the capacity shortfall, which indicates the amount to be procured through the supplementary capacity process in section 4.24.

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| **Explanatory Note**  At Step 13, BANANAS is required to add Facilities for which an application for Early Certified Reserve Capacity has been made under section 4.28C in the current RCC for a future RCC, and pursuant to that application, BANANAS has assigned Early Certified Reserve Capacity to the Facility in accordance with section 4.28C, to the NAQ Model.  BANANAS is required to determine a preliminary NAQ (where the Facility is also a Network Augmentation Funding Facility) or an Indicative NAQ (for other new Facilities) for each of these Facilities. The Indicative NAQ must not exceed the quantity of Early Certified Reserve Capacity set for the Facility in accordance with clause 4.28C.7. |

Step 13: Add the Facilities referred to in Step 13(a) and (b) (each comprising a "group") in the order specified to the Network Access Quantity Model, except that before adding the next group of Facilities to the Network Access Quantity Model, undertake the applicable determination in Step 13(c) for that group of Facilities before adding the next group of Facilities and repeating Step 13(c) for that subsequent group of Facilities:

(a) new Early CRC Facilities that are also Network Augmentation Funding Facilities; then

(b) any other new Early CRC Facilities; then

(c) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility in the group of Facilities described in Step 13(a); and

ii. determine the Indicative Network Access Quantity for each Facility in the group of Facilities described in Step 13(b).

Step 14: End.

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| **Explanatory Note**  Part B applies where one or more Facilities wish to be classified as Fixed Price Facilities. The processes for determining NAQs for Availability Class 1 and Availability Class 2 Facilities are amended to reflect the priority order for assigning Capacity Credits to Facilities that wish to be classified as Fixed Price Facilities. |

Part B Candidate Fixed Price Facility

Step 1: Calculate the capacity requirement of Availability Class 1.

Step 2: Let the Network Access Quantity Model contain:

(a) NAQ Facilities for Availability Class 1 and Availability Class 2; and

(b) Indicative NAQ Facilities.

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| **Explanatory Note**  See Explanatory Note to Step 3, Part A. |

Step 3: For:

(a) the 2022 Reserve Capacity Cycle, BANANAS must:

i. undertake the processes in Steps 3A, 3B and 3C excluding:

1. each NAQ Facility that is also a GIA Facility; and

2. each Indicative NAQ Facility; then

ii. repeat Steps 3A, 3B and 3C with all NAQ Facilities and Indicative NAQ Facilities in accordance with the processes set out in those steps; and

(b) subsequent Reserve Capacity Cycles, go to Step 3A.

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| **Explanatory Note**  Step 3B of Part B of Appendix 3 is amended to reflect that Indicative NAQ Facilities don’t do not have a Highest Network Access Quantity. |

Step 3A: Subject to the NAQ rules, using the Network Access Quantity Model determine the preliminary Network Access Quantity for each NAQ Facility and, where applicable, Indicative Network Access Quantity for each Indicative NAQ Facility, which is a value up to the minimum of:

(a) the Network Access Quantity determined for the NAQ Facility or Indicative NAQ Facility in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle, which, for an Early CRC Facility is deemed to be:

i. for an Early CRC Facility is deemed to be:

1. for an Early CRC Facility that is also a Network Augmentation Funding Facility, the preliminary Network Access Quantity determined for the Facility at Step 13(c)(i) in a previous Reserve Capacity Cycle; or

2. for each other Early CRC Facility, the Indicative Network Access Quantity determined for the Facility in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle; and

ii. for an NAQ Facility subject to an NCESS Contract, that was not assigned a Network Access Quantity in the Reserve Capacity Cycle immediately preceding the current Reserve Capacity Cycle, is deemed to be the Certified Reserve Capacity for the NAQ Facility; and

(b) the Certified Reserve Capacity for the NAQ Facility or Early Certified Reserve Capacity for the Indicative NAQ Facility,

then go to Step 3B.

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| **Explanatory Note**  Step 3B of Part B of Appendix 3 is amended to reflect that Indicative NAQ Facilities do not have a Highest Network Access Quantity. |

Step 3B: Using the Network Access Quantity Model and, subject to the NAQ Rules, adjust the preliminary Network Access Quantity determined for an NAQ Facility under a prior step to a value up to the Highest Network Access Quantity for the NAQ Facility where this is greater than the preliminary Network Access Quantity determined for the NAQ Facility in a prior step and, where applicable, adjust the Indicative Network Access Quantity determined under a prior step for an Indicative NAQ Facility up to the Early Certified Reserve Capacity for the Indicative NAQ Facility,

then go to Step 3C.

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| **Explanatory Note**  Step 3C of Part A of Appendix 3 is amended reflect that Early CRC Facilities with an Indicative Network Access Quantity don’t have Certified Reserve Capacity but Early Certified Reserve Capacity. |

Step 3C: Using the Network Access Quantity Model and, subject to the NAQ rules, adjust the preliminary Network Access Quantity determined for an NAQ Facility or Indicative Network Access Quantity for an Indicative NAQ Facility under a prior step to a value up to a value equal to the Certified Reserve Capacity for the NAQ Facility or Early Certified Reserve Capacity for an Indicative NAQ Facility, excluding, for the NAQ Facility any associated Facility Upgrade, where this is greater than the preliminary Network Access Quantity determined in a prior step.

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| **Explanatory Note**  See Explanatory Note to Step 4, Part A. |

Step 4: Add all new committed Network Augmentation Funding Facilities (as defined in section 4.10A) to the Network Access Quantity Model, then using the Network Access Quantity Model and, subject to the NAQ rules:

(a) determine the preliminary Network Access Quantity for each such Network Augmentation Funding Facility; and

(b) where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or the Indicative Network Access Quantity for an Indicative NAQ Facility.

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| **Explanatory Note**  See Explanatory Note to Step 4, Part A. |

To avoid doubt, an Early CRC Facility that is also a Network Augmentation Funding Facility is not a Network Augmentation Funding Facility for the purposes of this Step 4.

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| **Explanatory Note**  See Explanatory Note to Step 5, Part A. |

Step 5: Add to the Network Access Quantity Model:

(a) any remaining committed Facilities associated with Availability Class 1 and Availability Class 2, excluding:

i. any new Early CRC Facilities; and

ii. any committed Candidate Fixed Price Facilities; and

(b) any committed Facility Upgrade for an NAQ Facility, then:

(c) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each such Facility, or Facility Upgrade; and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or the Indicative Network Access Quantity for an Indicative NAQ Facility.

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| **Explanatory Note**  Consistent with the current WEM Rules, an NAQ will only be determined for Facilities that wish to be classified as a Fixed Price Facility if the preliminary NAQs determined for existing Facilities and new operating or committed market prices Facilities is less than the Reserve Capacity Requirement plus 3%.  The Indicative Network Access Quantity for any Indicative NAQ Facility is excluded from the calculation testing whether the capacity requirement is met. This is because, the capacity for Indicative NAQ Facilities will not be available for the Capacity Year that relates to the current RCC. |

Step 6: If the sum of the preliminary Network Access Quantity determined for each Facility under all prior steps is:

(a) less than the Reserve Capacity Requirement plus 3%, then go to Step 6A; or

(b) equal to or more than the Reserve Capacity Requirement plus 3%, then go to Step 6C.

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| **Explanatory Note**  At Step 6A, BANANAS is required to add new committed Candidate Fixed Price Facilities to the NAQ Model and determine a preliminary NAQ for each of these Facilities.  BANANAS is also required to adjust (upwards only) any preliminary NAQs for Facilities determined under previous steps and any Indicative NAQs for Indicative NAQ Facilities. |

Step 6A: Add all committed Candidate Fixed Price Facilities associated with Availability Class 1 and Availability Class 2 to the Network Access Quantity Model, then, using the Network Access Quantity Model and, subject to the NAQ rules:

(a) determine the preliminary Network Access Quantity for each committed Candidate Fixed Price Facility; and

(b) where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step or the Indicative Network Access Quantity for an Indicative NAQ Facility.

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| **Explanatory Note**  At Step 6B, BANANAS is required to determine whether the capacity requirement for Availability Class 1 has been covered. If it has been covered BANANAS will go to Step 7.  However, if the capacity requirement for Availability Class 1 has not yet been covered, at Step 6B, BANANAS is required to add proposed market price Facilities and proposed Facilities that wish to be classified as fixed price Facilities that are associated with Availability Class 1 to the NAQ Model.  The intent at this step is that BANANAS:  adds the Facilities described at (i) as the first group of Facilities to the NAQ Model; then  determines a preliminary NAQ for each of the Facilities in that group; then  selects Facilities, subject to any minimum quantity of Capacity Credits nominated for a Facility being met, until the capacity requirement is covered; then  removes any Facilities not selected from the NAQ Model; then  determines a preliminary NAQ for the selected Facilities; and  where applicable, adjusts any preliminary NAQs and any Indicative NAQs for Indicative NAQ Facilities determined for Facilities under previous steps ; then  if the capacity requirement is not yet covered, adds the Facilities described at (ii) as the next group of Facilities to the NAQ Model; then  determines a preliminary NAQ for the Facilities in that next group; then  selects Facilities, subject to any minimum quantity of Capacity Credits nominated for a Facility being met, until the capacity requirement is covered; then  removes any Facilities not selected from the NAQ Model; then  determines a preliminary NAQ for the selected Facilities; and  where applicable, adjusts any preliminary NAQs and any Indicative NAQs for Indicative NAQ Facilities for Indicative NAQ Facilities determined for Facilities under previous steps.  The Indicative Network Access Quantity for any Indicative NAQ Facility is excluded from the calculation testing whether the capacity requirement is met. This is because, the capacity for Indicative NAQ Facilities will not be available for the Capacity Year that relates to the current RCC.  BANANAS will apply the 'prioritisation order' to resolve any tied Facilities. |

Step 6B: If the sum of the preliminary Network Access Quantity determined for each Facility that is associated with Availability Class 1 under all prior steps does not fully cover the capacity requirement of Availability Class 1, then:

(a) add the Facilities referred to in Step 6B(a)(i) and (ii) (each comprising a "group") in the order specified to the Network Access Quantity Model, except that before adding the next group of Facilities to the Network Access Quantity Model, undertake Steps 6B(b), 6B(c), 6B(d) and 6B(e)(i) for that group of Facilities, and Step 6B(e)(ii) in respect to the Facilities referred to in Step 6B(e)(ii), before adding the next group of Facilities, if required, and repeating Steps 6B(b), 6B(c), 6B(d) and 6B(e)(i) for that subsequent group of Facilities, and Step 6B(e)(ii) in respect to the Facilities referred to in Step 6B(e)(ii):

i. any remaining Facilities associated with Availability Class 1 that are not committed or Candidate Fixed Price Facilities; then

ii. Candidate Fixed Price Facilities associated with Availability Class 1 that are not committed; then

(b) using the Network Access Quantity Model and, subject to the NAQ rules, determine the preliminary Network Access Quantity for each Facility in that group of Facilities; then

(c) select Facilities from that group of Facilities, subject to, where applicable, the preliminary Network Access Quantity determined for a Facility in that group of Facilities being not less than the Minimum Capacity Credits Quantity for the Facility (as specified under clause 4.14.1D), until the capacity requirement of Availability Class 1 is fully covered, applying the prioritisation order, if required, or until there are no Facilities left to be selected; then

(d) remove any Facilities not selected under Step 6B(c) from that group of Facilities from the Network Access Quantity Model; then

(e) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility selected under Step 6B(c); and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step (other than a step in this Step 6B) or the Indicative Network Access Quantity for an Indicative NAQ Facility,

then go to Step 7.

For the purposes of Step 11, Facilities that have not been selected under Step 6B(c) will not be treated as a Facility for which a preliminary Network Access Quantity has been determined.

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| **Explanatory Note**  At Step 6C, BANANAS is required to determine whether the capacity requirement for Availability Class 1 has been covered. If it has been covered BANANAS will go to Step 7.  However, if the capacity requirement for Availability Class 1 has not yet been covered, at Step 6C, BANANAS is required to add the following groups of Facilities to the NAQ Model in the following order, and determine a preliminary NAQ for each of those Facilities until the capacity requirement is covered or there are no Facilities left for which a preliminary NAQ has not been determined:  proposed market price Facilities; then  committed Facilities that wish to be classified as a Fixed Price Facility and are associated with Availability Class 1; then  proposed Facilities that wish to be classified as a Fixed Price Facility and are associated with Availability Class 1.  Again, the Indicative Network Access Quantity for any Indicative NAQ Facility is excluded from the calculation testing whether the capacity requirement is met. This is because, the capacity for Indicative NAQ Facilities will not be available for the Capacity Year that relates to the current RCC.  BANANAS will apply the 'prioritisation order' to resolve any tied Facilities.  See the Explanatory Note to Step 6B regarding the intent with respect to processing and determining preliminary NAQs in groups, etc. |

Step 6C: If the sum of the preliminary Network Access Quantity determined for each Facility that is associated with Availability Class 1 under all prior steps does not fully cover the capacity requirement of Availability Class 1, then:

(a) add the Facilities referred to in Step 6C(a)(i), (ii) and (iii) (each comprising a "group") in the order specified to the Network Access Quantity Model, except that before adding the next group of Facilities to the Network Access Quantity Model, undertake Steps 6C(b), 6C(c), 6C(d) and 6C(e)(i) for that group of Facilities, and Step 6C(e)(ii) in respect to the Facilities referred to in Step 6C(e)(ii), before adding the next group of Facilities, if required, and repeating Steps 6C(b), 6C(c), 6C(d) and 6C(e)(i) for that subsequent group of Facilities (as applicable), and Step 6C(e)(ii) in respect to the Facilities referred to in Step 6C(e)(ii):

i. Facilities associated with Availability Class 1 that are not committed or Candidate Fixed Price Facilities; then

ii. committed Candidate Fixed Price Facilities associated with Availability Class 1; then

iii. Candidate Fixed Price Facilities associated with Availability Class 1 that are not committed; then

(b) using the Network Access Quantity Model and, subject to the NAQ rules, determine the preliminary Network Access Quantity for each Facility in that group of Facilities; then

(c) select Facilities from that group of Facilities subject to, where applicable, the preliminary Network Access Quantity for a Facility in that group of Facilities being not less than the Minimum Capacity Credits Quantity for the Facility (as specified under clause 4.14.1D), until the capacity requirement of Availability Class 1 is fully covered, applying the prioritisation order, if required, or until there are no Facilities left to be selected; then

(d) remove any Facilities not selected from the group of Facilities under Step 6C(c) from the Network Access Quantity Model; then

(e) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility selected under Step 6C(c); and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step (other than a step in this Step 6C) or the Indicative Network Access Quantity for an Indicative NAQ Facility,

For the purposes of Step 11, Facilities that have not been selected under Step 6C(c) will not be treated as a Facility for which a preliminary Network Access Quantity has been determined.

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| **Explanatory Note**  At Step 7, BANANAS is required to determine whether there is a shortfall in the capacity requirement for Availability Class 1. |

Step 7: If a preliminary Network Access Quantity has been determined for all Facilities in the Network Access Quantity Model associated with Availability Class 1 (except for any Facilities that were not selected due to the preliminary Network Access Quantity determined for the Facility being less than the Minimum Capacity Credits Quantity for the Facility as specified under clause 4.14.1D) but the capacity requirement of Availability Class 1 has not been covered, then record the difference as the capacity shortfall for Availability Class 1.

Step 8: Calculate the capacity requirement for Availability Class 2.

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| **Explanatory Note**  At Step 9 BANANAS is required to determine whether there is a shortfall in the capacity requirement for Availability Class 2. |

Step 9: Based on the Facilities for which a preliminary Network Access Quantity has been determined under all prior steps (except for any facilities that were not selected due to the preliminary Network Access Quantity determined for the Facility being less than the Minimum Capacity Credits Quantity for the Facility as specified under clause 4.14.1D), determine if there is a shortfall for Availability Class 2. Go to Step 11 if there is no shortfall, otherwise go to:

(a) Step 9A if no committed Candidate Fixed Price Facility was added to the Network Access Quantity Model at Step 6A; or

(b) Step 9B if committed Candidate Fixed Price Facilities were added to the Network Access Quantity Model at Step 6A.

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| **Explanatory Note**  If the capacity requirement for Availability Class 2 has not yet been covered, BANANAS is required to add the following groups of Facilities to the NAQ Model in the following order and determine a preliminary NAQ for each of those Facilities until the capacity requirement is covered or there are no Facilities left for which a preliminary NAQ has not been determined:  committed Facilities that wish to be classified as a Fixed Price Facility associated with Availability Class 1; then  committed Facilities that wish to be classified as a Fixed Price Facility associated with Availability Class 2; then  any proposed market price Facilities associated with Availability Class 1 for which a preliminary NAQ was not determined for the Facility under a previous step to cover the capacity requirement for Availability Class 1; then  proposed market price Facilities associated with Availability Class 2; then  proposed Facilities that wish to be classified as a Fixed Price Facility associated with Availability Class 1; then  proposed Facilities that wish to be classified as a Fixed Price Facility associated with Availability Class 2.  Again, the Indicative Network Access Quantity for any Indicative NAQ Facility is excluded from the calculation testing whether the capacity requirement is met. This is because, the capacity for Indicative NAQ Facilities will not be available in the current RCC.  BANANAS will apply the 'prioritisation order' to resolve any tied Facilities.  See the Explanatory Note to Step 6B regarding the intent with respect to processing and determining preliminary NAQs in groups, etc. |

Step 9A: Add the Facilities referred to in Step 9A(a), (b), (c), (d), (e) and (f) (each comprising a "group") in the order specified to the Network Access Quantity Model, except that before adding the next group of Facilities to the Network Access Quantity Model, undertake Steps 9A(g), 9A(h), 9A(i) and 9A(j)(i) for that group of Facilities, and Step 9A(j)(ii) in respect to the Facilities referred to in Step 9A(j)(ii), before adding the next group of Facilities, if required, and repeating Steps 9A(g), 9A(h), 9A(i) and 9A(j)(i) (as applicable) for that subsequent group of Facilities, and Step 9A(j)(ii) in respect to the Facilities referred to in Step 9A(j)(ii):

(a) any remaining committed Candidate Fixed Price Facilities associated with Availability Class 1 and any Facilities that were removed from the Network Access Quantity Model at Step 6C(d); then

(b) committed Candidate Fixed Price Facilities associated with Availability Class 2; then

(c) any remaining Facilities associated with Availability Class 1 that are not committed or Candidate Fixed Price Facilities; then

(d) Facilities that are not committed or Candidate Fixed Price Facilities associated with Availability Class 2; then

(e) any remaining Candidate Fixed Price Facilities associated with Availability Class 1 that are not committed; then

(f) Candidate Fixed Price Facilities associated with Availability Class 2 that are not committed; then

(g) using the Network Access Quantity Model and, subject to the NAQ rules, determine the preliminary Network Access Quantity for each Facility in that set of Facilities; then

(h) select Facilities from that group of Facilities, subject to, where applicable, the preliminary Network Access Quantity for a Facility in that group of Facilities being not less than the Minimum Capacity Credits Quantity for the Facility (as specified under clause 4.14.1D), until the capacity requirement of Availability Class 2 is fully covered, applying the prioritisation order, if required, or until there are no Facilities left to be selected; then

(i) remove any Facilities not selected under Step 6C(h) from the Network Access Quantity Model; then

(j) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility selected under Step 9A(h); and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step (other than a step in this Step 9A) , or the Indicative Network Access Quantity for an Indicative NAQ Facility ; then

go to Step 10.

For the purposes of Step 11, Facilities that have not been selected under Step 9A(h) will not be treated as a Facility for which a preliminary Network Access Quantity has been determined.

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| **Explanatory Note**  If the capacity requirement for Availability Class 2 has not yet been covered and any committed Facilities that wish to be classified as a Fixed Price Facility were added at Step 6A, BANANAS is required to add the following Facilities in the following order and determine a preliminary NAQ for each of those Facilities until the capacity requirement is covered or there are no Facilities left for which a preliminary NAQ has not been determined:  any proposed market price Facilities associated with Availability Class 1 for which a preliminary NAQ was not determined for the Facility under a previous step to cover the capacity requirement for Availability Class 1; then  proposed market price Facilities associated with Availability Class 2; then  proposed Facilities that wish to be classified as a Fixed Price Facility associated with Availability Class 1; then  proposed Facilities that wish to be classified as a Fixed Price Facility associated with Availability Class 2.  Again, the Indicative Network Access Quantity for any Indicative NAQ Facility is excluded from the calculation testing whether the capacity requirement is met. This is because, the capacity for Indicative NAQ Facilities will not be available in the current RCC.  BANANAS will apply the 'prioritisation order' to resolve any tied Facilities.  See the Explanatory Note to Step 6B regarding the intent with respect to processing and determining preliminary NAQs in groups, etc. |

Step 9B: Add the Facilities referred to in Step 9B(a), (b), (c) and (d) (each comprising a "group") in the order specified to the Network Access Quantity Model, except that before adding the next group of Facilities to the Network Access Quantity Model, undertake Steps 9B(e), 9B(f), 9B(g) and 9B(h)(i) for each group of Facilities, and Step 9B(h)(ii) in respect to any other Facilities referred to in Step 9B(h)(ii), before adding the next group of Facilities, if required, and repeating Steps 9B(e), 9B(f), 9B(g) and 9B(h)(i) for that subsequent group of Facilities, and Step 9B(h)(ii) in respect of any other Facilities referred to in Step 9B(h)(ii):

(a) any remaining Facilities that are not committed or Candidate Fixed Price Facilities associated with Availability Class 1 and any Facilities that were removed from the Network Access Quantity Model at Step 6B(d); then

(b) Facilities that are not committed or Candidate Fixed Price Facilities associated with Availability Class 2; then

(c) any remaining Candidate Fixed Price Facilities associated with Availability Class 1 that are not committed; then

(d) Candidate Fixed Price Facilities associated with Availability Class 2 that are not committed; then

(e) using the Network Access Quantity Model and, subject to the NAQ rules, determine the preliminary Network Access Quantity for each Facility in that set of Facilities; then

(f) select Facilities from that set of Facilities, subject to, where applicable, the preliminary Network Access Quantity for a Facility being not less than the Minimum Capacity Credits Quantity for the Facility (as specified under clause 4.14.1D) until the capacity requirement of Availability Class 2 is fully covered, applying the prioritisation order, if required, or until there are no Facilities left to be selected; then

(g) remove any Facilities not selected under Step 9B(f) from the Network Access Quantity Model; then

(h) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each such Facility selected under Step 9B(f); and

ii. where applicable, adjust the preliminary Network Access Quantity determined for a Facility under a prior step (other than a step in this Step 9B) or Indicative Network Access Quantity for an Indicative NAQ Facility.

For the purposes of Step 11, Facilities that have not been selected under Step 9B(f) will not be treated as a Facility for which a preliminary Network Access Quantity has been determined.

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| **Explanatory Note**  At Step 10 BANANAS is required to determine whether there is a shortfall in the capacity requirement for Availability Class 2. |

Step 10: If a preliminary Network Access Quantity has been determined for all Facilities in the Network Access Quantity Model associated with Availability Class 1 and Availability Class 2 (except for any Facilities that were not selected due to the preliminary Network Access Quantity determined for the Facility being less than the Minimum Capacity Credits Quantity for the Facility as specified under clause 4.14.1D) but the capacity requirement of Availability Class 2 has not been covered, then record the difference as the capacity shortfall for Availability Class 2.

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| **Explanatory Note**  See Explanatory Note at Step 11, Part A. |

Step 11: Record:

(a) for an Indicative NAQ Facility, if the Indicative Network Access Quantity has been adjusted under this Part B, the adjusted Indicative Network Access Quantity; and

(b) for each other Facility, the preliminary Network Access Quantity determined under this Part B as the Final Network Access Quantity for the Facility.

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| **Explanatory Note**  See Explanatory Note at Step 12, Part A. |

Step 12: For each Availability Class report the capacity shortfall, which indicates the amount to be procured through the supplementary capacity process in section 4.24.

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| **Explanatory Note**  See Explanatory Note at Step 13, Part A |

Step 13: Add the Facilities referred to in Step 13(a) and (b) (each comprising a "group") in the order specified to the Network Access Quantity Model, except that before adding the next group of Facilities to the Network Access Quantity Model, undertake the applicable determination in Step 13(c) for that group of Facilities before adding the next group of Facilities and repeating Step 13(c) for that subsequent group of Facilities:

(a) new Early CRC Facilities that are also Network Augmentation Funding Facilities; then

(b) any other new Early CRC Facilities; then

(c) using the Network Access Quantity Model and, subject to the NAQ rules:

i. determine the preliminary Network Access Quantity for each Facility in the group of Facilities described in Step 13(a); and

ii. determine the Indicative Network Access Quantity for each Facility in the group of Facilities described in Step 13(b).

Step 14: End.

Appendix 4: [Blank]

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| **Explanatory Note**  Appendix 4A is amended to ensure that Individual Intermittent Load Reserve Capacity Requirements are only calculated for Intermittent Loads which existed before New WEM Commencement Day. |

Appendix 4A: Individual Intermittent Load Reserve Capacity Requirements

This Appendix describes how the Individual Intermittent Load Reserve Capacity Requirement for Intermittent Load k for Trading Month n is determined.

The Individual Intermittent Load Reserve Capacity Requirement is only to be determined for Intermittent Loads that are and continue to be deemed to be Intermittent Loads under clause 1.48.2.

Define:

* MaxL(k) is the nominated load level for Intermittent Load k to apply for Trading Month n as specified in clause 4.28.8(c);
* RM is the reserve margin for the Reserve Capacity Cycle defined as negative one plus the ratio of the Reserve Capacity Requirement for the relevant Capacity Year as described in clause 4.6.1 and the expected peak demand for the relevant Capacity Year as described in clause 4.6.2;

Calculate Req(k), which equals MaxL(k) multiplied by RM.

When setting the Individual Intermittent Load Reserve Capacity Requirement for an Intermittent Load k for a Trading Month n in accordance with Appendix 5:

* If, at the time BANANAS determines the Indicative Individual Reserve Capacity Requirements for Trading Month n, Intermittent Load k is registered and operating or BANANAS reasonably expects it to be registered and operating during Trading Month n (based on information provided to BANANAS in accordance with clause 4.28.8(c)), then set the Individual Intermittent Load Reserve Capacity Requirement for Intermittent Load k equal to Req(k).
* If, at the time BANANAS determines the Indicative Individual Reserve Capacity Requirements for Trading Month n, BANANAS reasonably expects Intermittent Load k not to be registered or operating during Trading Month n (based on information provided to BANANAS in accordance with clause 4.28.8(c)), then set the Individual Intermittent Load Reserve Capacity Requirement for Intermittent Load k equal to zero.

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| **Explanatory Note**  Appendix 5 is amended so that the calculation of the IRCR for a Market Participant with an Electric Storage Resource does not include any Trading Intervals where BANANAS has issued a direction under clause 7.7.5 in respect of the Electric Storage Resource.  Appendix 5 is amended to clarify the treatment of Intermittent Loads, and differentiate between Intermittent Loads registered before and after the New WEM Commencement Day. The treatment of existing Intermittent Loads is unchanged. |

Appendix 5: Individual Reserve Capacity Requirements

This Appendix presents the method that must be used by BANANAS to determine, for a Trading Month n:

* Individual Reserve Capacity Requirement Contributions as required for the determination of Relevant Demands under clause 4.26.2CA;
* Indicative Individual Reserve Capacity Requirements as required under clause 4.28.6;
* Individual Reserve Capacity Requirements as required under clause 4.28.7; and
* revised Individual Reserve Capacity Requirements as required under clause 4.28.11A.

BANANAS must perform Steps 1 to 10A to determine the Indicative Individual Reserve Capacity Requirements, Individual Reserve Capacity Requirements or revised Individual Reserve Capacity Requirements for Trading Month n.

BANANAS must perform Step 11 as required to determine the Individual Reserve Capacity Requirement Contribution of an individual metered Associated Load for Trading Month n, using as input the relevant values calculated by BANANAS when it determined the Indicative Individual Reserve Capacity Requirements for Trading Month n.

For the purpose of this Appendix:

1. All references, apart from those in Step 5A, to meters are interval meters.

2. The Notional Wholesale Meter is to be treated as a registered interval meter measuring Temperature Dependent Load. This meter is denoted by Temperature Dependent Load meter v=v\*.

3. The New Notional Wholesale Meter, determined in accordance with Step 5A, is to be treated as a registered interval meter measuring Temperature Dependent Load.

4. A meter measuring a Facility containing an Intermittent Load, that is and continues to be deemed to be an Intermittent Load under clause 1.48.2, is to be included in these calculations as if it were two meters, one representing the Intermittent Load and included in the set indexed by w, and one representing other load at the Facility and included in the set indexed by u or v as applicable, with metered consumption calculated according to clause 2.30B.10 and clause 11 of this Appendix 5.

5. A meter measuring a Facility containing an Intermittent Load, for which an application was approved under clause 2.30B.6 on or after New WEM Commencement Day, is to be included in these calculations as a single meter representing a Non-Dispatchable Load and included in the set indexed by u or v as applicable, with metered consumption calculated according to clause 2.30B.11 and clause 12 of this Appendix 5.

6. The meter registration data to be used in the calculations is to be the most current complete set of meter registration data as at the time of commencing the calculations.

7. The 12 Peak SWIS Trading Intervals to be used in the calculations are the 12 Peak SWIS Trading Intervals determined and published by BANANAS under clause 4.1.23A for the Hot Season preceding the start of the Capacity Year in which Trading Month n falls (the “preceding Hot Season”).

8. The 4 Peak SWIS Trading Intervals for a Trading Month to be used in the calculations are the 4 Peak SWIS Trading Intervals determined and published by BANANAS under clause 4.1.23B for that Trading Month.

9. When calculating the Indicative Individual Reserve Capacity Requirements it is assumed that all meters registered to a Market Participant on the day of calculation will remain registered to that Market Participant for the entirety of Trading Month n.

10. A meter measuring a Scheduled Facility, Semi-Scheduled Facility or Non-Scheduled Facility not containing an Intermittent Load is to be included in these calculations and included in the set indexed by u or v as applicable, with metered consumption calculated in accordance with clause 12 of this Appendix 5.

11. Each meter measuring an Aggregated Facility is to be included as a separate meter and included in the set indexed by u or v as applicable, with metered consumption calculated in accordance with clause 12 of this Appendix 5.

12. Metered consumption for meter m, in Trading Interval t, is zero when BANANAS issues a direction under clause 7.7.5 in respect of an Electric Storage Resource associated with m for a Dispatch Interval within t, otherwise it is -1 x min(0, SOMS(m, t)), where SOMS(m, t) is the Sent Out Metered Schedule of m in t.

Step 1: Calculate:

RR = min(RCR, CC)

FL = FL\_RCR × RR / RCR

where:

RCR is the Reserve Capacity Requirement for the relevant Reserve Capacity Cycle

CC is the total number of Capacity Credits assigned for Trading Month n at the time of the calculation

FL\_RCR is the peak demand associated with the Reserve Capacity Requirement for the relevant Reserve Capacity Cycle as specified in clause 4.6.2

Step 2: For each meter, u, measuring Non-Temperature Dependent Load that was registered with BANANAS for all of the 12 Peak SWIS Trading Intervals determine NTDL(u), where:

NTDL(u) is the contribution to the system peak load of meter u during the preceding Hot Season where this contribution is double the median value of the metered consumption during the 12 Peak SWIS Trading Intervals

Step 3: For each meter, v, measuring Temperature Dependent Load that was registered with BANANAS for all of the 12 Peak SWIS Trading Intervals determine TDL(v), where:

TDL(v) is the contribution to the system peak load of meter v during the preceding Hot Season where this contribution is double the median value of the metered consumption during the 12 Peak SWIS Trading Intervals

Step 4: For each Intermittent Load meter w set its Individual Intermittent Load Reserve Capacity Requirement, IILRCR(w), to equal the amount defined in accordance with Appendix 4A.

Step 5: Identify meters that were not registered with BANANAS during one or more of the 12 Peak SWIS Trading Intervals but which were registered by the end of Trading Month n.

For a new meter u that measures Non-Temperature Dependent Load set NMNTCR(u) to be 1.1 times the MW figure formed by doubling the median value of the metered consumption for that meter during the 4 Peak SWIS Trading Intervals of Trading Month n-3.

For a new meter v that measures Temperature Dependent Load set NMTDCR(v) to be 1.3 times the MW figure formed by doubling the median value of the metered consumption for that meter during the 4 Peak SWIS Trading Intervals of Trading Month n-3.

Step 5A:

Find the MW figure formed by doubling the median value of the metered consumption for the Notional Wholesale Meter v\*, during the 4 Peak SWIS Trading Intervals of Trading Month n-3 (“Median Notional Wholesale Meter”).

Divide the Median Notional Wholesale Meter by the number of non-interval or accumulation meters that existed at the end of Trading Month n-3 (“Average Non - Interval Meter”).

Subtract the number of non-interval or accumulation meters disconnected between the end of the preceding Hot Season and the end of Trading Month n-3 from the number of non-interval or accumulation meters connected between the end of the preceding Hot Season and the end of Trading Month n-3 (“Non-Interval Meter Growth”).

Multiply the Non-Interval Meter Growth and the Average Non-Interval Meter. (“New Notional Wholesale Meter”).

For the New Notional Wholesale Meter set NMTDCR(v) equal to be 1.3 times the New Notional Wholesale Meter.

Step 6: Calculate the values of d(u,i) for Non-Temperature Dependent Load, d(v,i) for Temperature Dependent Loads and d(w,i) for Intermittent Loads such that:

* d(u,i) has a value of zero if meter u measures Intermittent Load or was not registered to Market Participant i during Trading Month n, otherwise it has a value equal to the number of full Trading Days the meter was registered to Market Participant i in Trading Month n divided by the number of days in Trading Month n.
* d(v,i) has a value of zero if meter v measures Intermittent Load or was not registered to Market Participant i during Trading Month n, otherwise it has a value equal to the number of full Trading Days the meter was registered to Market Participant i in Trading Month n divided by the number of days in Trading Month n.
* d(w,i) has a value of zero if meter w was not registered to Market Participant i during Trading Month n, otherwise it has a value of one if Market Participant i nominated capacity for the Intermittent Load measured by meter w in accordance with clause 4.28.8(c), with the exception that if the Intermittent Load was for Load at a meter registered to Market Participant i for only part of Trading Month n, then it has a value equal to the number of full Trading Days that meter was registered to Market Participant i in Trading Month n divided by the number of days in Trading Month n.

Step 7: Identify the set NM of all those new meters v that measured consumption that was measured by meter v=v\* during the preceding Hot Season and set TDLn(v) for meter v=v\* to equal:

TDLn(v\*) = TDL(v\*) – Sum(v∈NM, NMTDCR(v))

Step 8: For each Market Participant i, calculate:

ILRCR(i) = Sum(IILRCR(w) × d(w,i))

Step 8A: Calculate:

NRR = RR – Sum(i, ILRCR(i))

NTDL\_Ratio = NRR / FL

Step 8B: For each Market Participant i, calculate:

NTDLRCR(i) = Sum(NTDL(u) × d(u,i)) × NTDL\_Ratio

Step 8C: Calculate:

TDL\_Ratio = (NRR ‑ Sum(i, NTDLRCR(i))) /  
Sum(i, Sum(MTDL(v) × d(v,i)))

where

MTDL(v) = TDL(v) for all v except v\* and  
MTDL(v) = TDLn(v\*) for v=v\*

Step 8D: For each Market Participant i, calculate:

TDLRCR(i) = (Sum MTDL(v) × d(v,i)) × TDL\_Ratio

Step 9: For each Market Participant i, calculate

X(i) = Sum(i, ILRCR(i) + NTDLRCR(i) + TDLRCR(i)) + Sum(u, NMNTCR(u) × d(u,i)) + Sum(v, NMTDCR(v) × d(v,i))

Step 10: Calculate:

Total\_Ratio = RR / Sum(i, X(i))

Step 10A: For each Market Participant i, set the Indicative Individual Reserve Capacity Requirement or Individual Reserve Capacity Requirement, as applicable, for Trading Month n to:

X(i) × Total\_Ratio

Step 11: The Individual Reserve Capacity Requirement Contribution of an individual metered Associated Load for Trading Month n of a Capacity Year is determined as follows:

(a) for meter u at a connection point measuring Non-Temperature Dependent Load that was registered with BANANAS for all of the 12 Peak SWIS Trading Intervals equals (NTDL(u) x NTDL\_Ratio x Total\_Ratio);

(b) for meter v at a connection point measuring Temperature Dependent Load that was registered with BANANAS for all of the 12 Peak SWIS Trading Intervals equals (TDL(v) x TDL\_Ratio x Total\_Ratio);

(c) for meter u at a new connection point identified in Step 5 measuring Non-Temperature Dependent Load equals (NMNTCR(u) x Total\_Ratio); and

(d) for meter v at a new connection point identified in Step 5 measuring Temperature Dependent Load equals (NMTDCR(v) x Total\_Ratio).

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| **Explanatory Note**  Appendix 5A is amended to clarify that Registered Facilities can be assessed for NTDL status, and to reflect the new registration taxonomy.  Appendix 5A is amended to require BANANAS to assess the NTDL status of non-aggregated Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities (which may be served by multiple network connection points/NMIs) the same way as for Aggregated Facilities, i.e. on a per-connection point/NMI basis. The current drafting requires BANANAS to process non-aggregated Registered Facilities on a per-Facility basis, which is unwarranted and would impose additional IT costs on BANANAS.  Appendix 5A is also amended to:   * clarify that Scheduled Facilities, Semi-Scheduled Facilities and Non-Scheduled Facilities are the only Registered Facilities to which applications for NTDL assessment apply; and * correct clause references in the introduction and in Step 2. |

Appendix 5A: Non-Temperature Dependent Load Requirements

This Appendix specifies how BANANAS must determine whether or not to accept a Load measured by an interval meter nominated in accordance with clauses 4.28.8(a) or 4.28.8C as a Non-Temperature Dependent Load for the purposes of clause 4.28.9.

For the purpose of this Appendix:

* BANANAS must use the current set of meter data (as at the time when it commences its calculations);
* the 4 Peak SWIS Trading Intervals in a Trading Month are the 4 Peak SWIS Trading Intervals determined and published by BANANAS under clause 4.1.23B for that Trading Month; and

BANANAS must treat each connection point measured by an interval meter measuring a Scheduled Facility, Semi-Scheduled Facility or Non‑Scheduled Facility as if it were a separate Non-Dispatchable Load.

BANANAS must perform the following steps (in sequential order) when determining whether or not to accept a Load measured by an interval meter nominated in accordance with clauses 4.28.8(a) or 4.28.8C as a Non-Temperature Dependent Load for the purposes of clause 4.28.9:

Step 1:

* If, in accordance with clause 4.28.8(a), the Market Participant provides BANANAS in Trading Month n-2 with the identity of an interval meter associated with that Market Participant which measures a Load that it nominates as a Non-Temperature Dependent Load from Trading Month n;
* If the identity of the interval meter is provided by the date and time specified in clause 4.1.23; and
* If the Load was treated as a Non-Temperature Dependent Load in Trading Month n-8,

then BANANAS must accept the Load as a Non-Temperature Dependent Load if:

(a) the median value of the metered consumption for the Load, calculated for the set of Trading Intervals defined as the 4 Peak SWIS Trading Intervals in each of the Trading Months starting from the start of Trading Month n-11 to the end of Trading Month n-3, exceeded 1.0 MWh; and

(b) the metered consumption for the Load did not deviate downwards from the median value in paragraph (a) by more than 10% for more than 10% of the time during the period from the start of Trading Month n-11 to the end of Trading Month n-3, except during Trading Intervals for which:

i. the metered consumption was 0 MWh; or

ii. consumption was reduced at the request of BANANAS; or

iii. BANANAS has accepted a Consumption Deviation Application for the Load under clause 4.28.9D.

Step 2:

* If, in accordance with clauses 4.28.8(a) or 4.28.8C, the Market Participant provides BANANAS in Trading Month n-2 with the identity of an interval meter associated with that Market Participant which measures a Load that it nominates as a Non-Temperature Dependent Load from Trading Month n;
* If the Load was not treated as a Non-Temperature Dependent Load in Trading Month n-1; and
* If the Load was not treated as a Non-Temperature Dependent Load for any of the Trading Months in the Capacity Year in which Trading Month n falls,

then BANANAS must accept the Load as a Non-Temperature Dependent Load for Trading Month n if:

(a) the median value of the metered consumption for the Load during the 4 Peak SWIS Trading Intervals in Trading Month n-3 exceeded 1.0 MWh; and

(b) the metered consumption for the Load did not deviate downwards from the median value in paragraph (a) by more than 10% for more than 10% of the time during Trading Month n-3, except during Trading Intervals for which:

i. the metered consumption was 0 MWh; or

ii consumption was reduced at the request of BANANAS; or

iii. BANANAS has accepted a Consumption Deviation Application for the Load under clause 4.28.9D.

Step 3:

* If a Load was not accepted under Step 1 as a Non-Temperature Dependent Load for Trading Month n; and
* If the Load was accepted under Step 2, or previously under this Step 3, as a Non-Temperature Dependent Load for Trading Month n-1,

then BANANAS must accept the Load as a Non-Temperature Dependent Load for Trading Month n if:

(a) the median value of the metered consumption for the Load, calculated for the set of Trading Intervals defined as the 4 Peak SWIS Trading Intervals in each of the Trading Months commencing at the start of the Trading Month for which metered consumption was used by BANANAS to accept the Load as a Non-Temperature Dependent Load under Step 2 to the end of Trading Month n-3, exceeded 1.0 MWh; and

(b) the metered consumption for the Load did not deviate downwards from the median value in paragraph (a) by more than 10% for more than 10% of the time during the period from the start of the Trading Month for which metered consumption was used by BANANAS to accept the Load as a Non-Temperature Dependent Load under Step 2 to the end of Trading Month n-3, except during Trading Intervals for which:

i. the metered consumption was 0 MWh; or

ii. consumption was reduced at the request of BANANAS; or

iii. BANANAS has accepted a Consumption Deviation Application for the Load under clause 4.28.9D.

Step 4:

Otherwise, BANANAS must treat a Load as a Temperature Dependent Load.

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| **Explanatory Note**  Appendix 6(b) and Appendix 6(c) are amended to implement an alternative to the use of Participant Interval Minimum STEM Price and Participant Interval Maximum STEM Price. Under the alternative approach:   * if the minimum STEM Price Curve quantity is equal to the maximum STEM Price Curve quantity for every price between the Minimum STEM Price and the Alternative Maximum STEM Price (i.e. there are no entries in the STEM Price Curve with a non-zero quantity range) then the STEM Price Curve entry for the Minimum STEM Price or Alternative Maximum STEM Price (as applicable) is adjusted to cover the Net Bilateral Position; and * otherwise, the lowest-price or highest-price entry (as applicable) in the STEM Price Curve which has a non-zero quantity range is adjusted to cover the Net Bilateral Position. |

Appendix 6: STEM Price Curve Determination

The first part of this appendix describes a process for converting a Market Participant’s Portfolio Supply Curve and Portfolio Demand Curve into a single STEM Price Curve and to then convert a Market Participant’s STEM Price Curve into STEM Bids and STEM Offers relative to its Net Bilateral Position.

For each Market Participant and for each Trading Interval in the Trading Day except those for which BANANAS has recorded that the Market Participant has not made a STEM Submission:

(a) Determine for every price between the Energy Offer Price Floor and the Energy Offer Price Ceiling:

i. the maximum cumulative quantity the Market Participant is prepared to sell into the STEM from all of its Price-Quantity Pairs in its Portfolio Supply Curve;

ii. the minimum cumulative quantity the Market Participant is prepared to sell into the STEM from all of its Price-Quantity Pairs in its Portfolio Supply Curve;

iii. the maximum cumulative quantity the Market Participant is prepared to buy from the STEM from all of its Price-Quantity Pairs in its Portfolio Demand Curve;

iv. the minimum cumulative quantity the Market Participant is prepared to buy from the STEM from all of its Price-Quantity Pairs in its Portfolio Demand Curve;

v. the STEM Price Curve quantity for that price where:

1. the minimum STEM Price Curve quantity for that price equals the value in Appendix 6(a)(ii) less the value in Appendix 6(a)(iii);

2. the maximum STEM Price Curve quantity for that price equals the value in Appendix 6(a)(i) less the value in Appendix 6(a)(iv); and

3. the STEM Price Curve for that price includes all quantities between those in Appendix 6(a)(v)(1) and Appendix 6(a)(v)(2).

(b) If the minimum of the quantities determined under Appendix 6(a)(v)(1) for the Market Participant for the Trading Interval is greater than the Net Bilateral Position of the Market Participant in the Trading Interval then:

i. if, for every price between the Energy Offer Price Floor and the Energy Offer Price Ceiling, the quantity determined under Appendix 6(a)(v)(1) is equal to the quantity determined under Appendix 6(a)(v)(2), then amend the STEM Price Curve for the Energy Offer Price Floor to include all quantities between the Net Bilateral Position of the Market Participant and the quantity determined for the Energy Offer Price Floor under Appendix 6(a)(v)(2); and

ii. otherwise, amend the STEM Price Curve for the lowest price for which the quantity determined under Appendix 6(a)(v)(1) is not equal to the quantity determined under Appendix 6(a)(v)(2), to include all quantities between the Net Bilateral Position of the Market Participant and the quantity determined for the price under Appendix 6(a)(v)(2).

(c) If the maximum of the quantities determined under Appendix 6(a)(v)(2) for the Market Participant for the Trading Interval is less than the Net Bilateral Position of the Market Participant then:

i. if, for every price between the Energy Offer Price Floor and the Energy Offer Price Ceiling, the quantity determined under Appendix 6(a)(v)(1) is equal to the quantity determined under Appendix 6(a)(v)(2), then amend the STEM Price Curve for the Energy Offer Price Ceiling to include all quantities between the quantity determined for the Energy Offer Price Ceiling under Appendix 6(a)(v)(1) and the Net Bilateral Position of the Market Participant; and

ii. otherwise, amend the STEM Price Curve for the highest price for which the quantity determined under Appendix 6(a)(v)(1) is not equal to the quantity determined under Appendix 6(a)(v)(2), to include all quantities between the quantity determined for the price under Appendix 6(a)(v)(1) and the Net Bilateral Position of the Market Participant.

(d) If the Net Bilateral Position equals the minimum STEM Price Curve quantity then there are no STEM Bids, otherwise:

i. for the STEM Price Curve between the minimum STEM Price Curve quantity and the Net Bilateral Position of that Market Participant identify each price for which more than one STEM Price Curve quantity is defined;

ii. for each price identified in Appendix 6(d)(i) identify the minimum STEM Price Curve quantity for which that price applies, such that the STEM Price Curve quantity lies between the minimum STEM Price Curve quantity and the Net Bilateral Position;

iii. for each price identified in Appendix 6(d)(i) identify the maximum STEM Price Curve quantity for which that price applies, such that the STEM Price Curve quantity lies between the minimum STEM Price Curve quantity and the Net Bilateral Position;

iv. for each price identified in Appendix 6(d)(i) set a Price-Quantity Pair price equal to that price;

v. for each price identified in Appendix 6(d)(i) set a Price-Quantity Pair quantity equal to the quantity defined in Appendix 6(d)(iii) less the quantity defined in Appendix 6(d)(ii); and

vi. set the Market Participant’s STEM Bids to be the set of Price-Quantity Pairs defined in Appendix 6(d)(iv) and Appendix 6(d)(v) where each Price-Quantity Pair means that the Market Participant is prepared to buy a quantity of energy from the STEM for that Price-Quantity Pair equal to:

1. 0 MWh if the STEM Clearing Price is greater than the Price-Quantity Pair price;

2. the Price-Quantity Pair quantity if the STEM Clearing Price is less than the Price-Quantity Pair price; and

3. an amount between 0 MWh and the Price-Quantity Pair quantity if the STEM Clearing Price equals the Price-Quantity Pair price.

(e) If the Net Bilateral Position equals the maximum STEM Price Curve quantity then there are no STEM Offers, otherwise:

i. for the STEM Price Curve between the Net Bilateral Position of that Market Participant and the maximum STEM Price Curve quantity identify each price for which more than one STEM Price Curve quantity is defined;

ii. for each price identified in Appendix 6(e)(i) identify the minimum STEM Price Curve quantity for which that price applies, such that the STEM Price Curve quantity lies between the Net Bilateral Position and the maximum STEM Price Curve quantity;

iii. for each price identified in Appendix 6(e)(i) identify the maximum STEM Price Curve quantity for which that price applies, such that the STEM Price Curve quantity lies between the minimum STEM Price Curve quantity and the Net Bilateral Position;

iv. for each price identified in Appendix 6(e)(i) set a Price-Quantity Pair price equal to that price;

v. for each price identified in Appendix 6(e)(i) set a Price-Quantity Pair quantity equal to the quantity defined in Appendix 6(e)(iii) less the quantity defined in Appendix 6(e)(ii); and

vi. set the Market Participant’s STEM Offers to be the set of Price-Quantity Pairs defined in Appendix 6(e)(iv) and Appendix 6(e)(v) where each Price-Quantity Pair means that the Market Participant is prepared to sell a quantity of energy into the STEM for that Price-Quantity Pair equal to:

1. 0 MWh if the STEM Clearing Price is less than the Price-Quantity Pair price;

2. the Price-Quantity Pair quantity if the STEM Clearing Price is greater than the Price-Quantity Pair price; and

3. an amount between 0 MWh and the Price-Quantity Pair quantity if the STEM Clearing Price equals the Price-Quantity Pair price.

Appendix 7: [Blank]

Appendix 8: [Blank]

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| **Explanatory Note**  Appendix 9 is amended as follows:   * Where an upgrade to a Facility comprises a component that is not being certified for Reserve Capacity using the Relevant Level Methodology, the ‘Full Operation Date’ for a Candidate Facility that is also a component of that Facility remains unaffected. * Where a Candidate Facility is a component of a Facility that also contains a component that is not being certified for Reserve Capacity using the Relevant Level Methodology, the quantity of sent out electricity that is determined or estimated for the Candidate Facility under the Relevant Level Methodology must exclude any generation or consumption associated with the other component as measured by Facility Sub-Metering. * The requirement for BANANAS to publish the information previously in 10.5.1(f)(x) has been moved to new step 21. |

Appendix 9: Relevant Level Determination

**Appendix 9 Overview**

* Part A of this Appendix 9 sets out definitions and introductory material.
* Part B sets out the Relevant Level Methodology.

Part A: Introduction

Interpretations and Definitions

A.1. This Appendix 9 presents the methodology for determining the Relevant Levels for Candidate Facilities for a given Reserve Capacity Cycle.

A.2. In this Appendix 9:

(a) a Candidate Facility is a Facility, or a component of a Facility, for which:

i. a Market Participant has applied for:

1. Certified Reserve Capacity for the relevant Reserve Capacity Cycle under section 4.9;

2. Conditional Certified Reserve Capacity for a future Reserve Capacity Cycle under section 4.9, where BANANAS is required under clause 4.9.7A to process the application at the time it processes applications for Certified Reserve Capacity for the relevant Reserve Capacity Cycle; or

3. Early Certified Reserve Capacity for a Reserve Capacity Cycle under clause 4.28C.2, where BANANAS is required to process the application at the time it processes applications for Certified Reserve Capacity for the relevant Reserve Capacity Cycle;

ii. the Market Participant’s application includes all supporting information required under section 4.10 or clause 4.28C.5 (as applicable); and

iii. the Certified Reserve Capacity, Conditional Certified Reserve Capacity or Early Certified Reserve Capacity (as applicable) is required to be determined in accordance with clause 4.11.2(b);

(b) the full operation date of a Candidate Facility for the relevant Reserve Capacity Cycle (“Full Operation Date”) is:

i. the date provided under clause 4.10.1(c)(iii)(7) or revised in accordance with clause 4.27.11A, where at the time the application for certification of Reserve Capacity is made the Candidate Facility is yet to enter service; or

ii. the date most recently provided for a Reserve Capacity Cycle under clause 4.10.1(k) otherwise; and

(c) a Candidate Facility will be considered to be:

i. a new Candidate Facility if the five-year period identified in Step 1(a) of this Appendix 9 commenced before 8:00 AM on the Full Operation Date for the Facility (“New Candidate Facility”); or

ii. an existing Candidate Facility (“Existing Candidate Facility”) otherwise.

A.3. BANANAS must determine the Relevant Levels for Candidate Facilities for a given Reserve Capacity Cycle by following each of the steps set out in Part B of this Appendix 9.

Part B: Process Steps

***Determining Existing Facility Load for Scheduled Generation***

Step 1: Identify:

(a) the five year period ending at 8:00 AM on 1 April of Capacity Year 1 of the relevant Reserve Capacity Cycle;

(b) any 12 month period, from 1 April to 31 March, occurring during the five year period identified in Step 1(a), where the 12 Trading Intervals with the highest Existing Facility Load for Scheduled Generation in that 12 month period have not previously been determined under this Appendix 9; and

(c) any 12 month period, from 1 April to 31 March, occurring during the five year period identified in Step 1(a), where the 12 Trading Intervals with the highest Existing Facility Load for Scheduled Generation in that 12 month period have previously been determined under this Appendix 9.

Step 2: Determine the quantity of electricity (in MWh) sent out by each Candidate Facility:

(a) using Facility Sub-Metering, where the Candidate Facility is a component of a Facility for which Facility Sub-Metering is required to be installed; and

(b) using Sent Out Metered Schedules, where the Candidate Facility is not a component of a Facility for which Facility Sub-Metering is required to be installed,

for each of the Trading Intervals in the period identified in Step 1(b).

Step 3: For each Candidate Facility, identify any Trading Intervals in the period identified in Step 1(b) where:

(a) the Candidate Facility, other than a Facility in the Balancing Portfolio, was directed to restrict its output under a Dispatch Instruction as provided in a schedule under clause 7.13.1(c); or

(b) the Candidate Facility, if in the Balancing Portfolio, was instructed by BANANAS to deviate from its Dispatch Plan or change its commitment or output as provided in a schedule under clause 7.13.1C(d); or

(c) the Candidate Facility was affected by a Consequential Outage; or

(d) the Candidate Facility was directed to restrict its output under an Operating Instruction issued in accordance with a NCESS Contract, as provided in a schedule under clause 7.13.1(cC).

Step 4: For each Candidate Facility and Trading Interval identified in Step 3(a):

(a) identify the actual quantity as determined in Step 2 if:

i. BANANAS has made a revised estimate of the maximum quantity in accordance with clause 7.7.5A(c) and the WEM Procedure specified in clause 7.7.5A; and

ii. the revised estimate of the maximum quantity is lower than the actual quantity as determined in Step 2;

(b) identify the actual quantity as determined in Step 2 if:

i. Step 4(a) does not apply; and

ii. the estimated maximum quantity determined by BANANAS under clause 7.13.1(eF) is lower than the actual quantity as determined in Step 2; and

(c) if Steps 4(a) and 4(b) do not apply:

i. identify the revised estimate of the maximum quantity determined by BANANAS in accordance with the WEM Procedure specified in clause 7.7.5A; or

ii. if there is no revised estimate, identify the estimate determined by BANANAS under clause 7.13.1(eF).

Step 5: For each Candidate Facility and Trading Interval identified in Step 3(b) use:

(a) the estimate recorded by BANANAS under clause 7.13.1C(e); and

(b) the quantity determined for the Candidate Facility and Trading Interval in Step 2,

to estimate the quantity of energy (in MWh) that would have been sent out by the Candidate Facility had it not complied with BANANAS’s instruction to change its commitment or output during the Trading Interval.

Step 6: For each Candidate Facility and Trading Interval identified in Step 3(c) use:

(a) the Unadjusted Consequential Outage Quantity for the Candidate Facility for the Trading Interval;

(b) the quantity determined for the Candidate Facility and Trading Interval in Step 2; and

(c) the information recorded by BANANAS under clause 7.13.1C(a),

to estimate the quantity of energy (in MWh) that would have been sent out by the Candidate Facility had it not been affected by the Consequential Outage during the Trading Interval.

Step 6A: For each Candidate Facility and Trading Interval identified in Step 3(d) use:

(a) the schedule of Operating Instructions determined by BANANAS under clause 7.13.1(cC);

(b) the quantity determined for the Candidate Facility and Trading Interval in Step 2; and

(c) the information recorded by BANANAS under clause 7.13.1C(a),

to estimate the quantity of energy (in MWh) that would have been sent out by the Candidate Facility had it not been subject to an Operating Instruction during the Trading Interval.

Step 7: Determine for each Trading Interval in each 12 month period identified in Step 1(b) the Existing Facility Load for Scheduled Generation (in MWh) as:

(Total\_Generation + DSP\_Reduction + Interruptible\_Reduction + Involuntary\_Reduction) – CF\_Generation

where

Total\_Generation is the Total Sent Out Generation of all Registered Facilities;

DSP\_Reduction is the total quantity of Deemed DSM Dispatch for all Demand Side Programmes for that Trading Interval;

Interruptible\_Reduction is the total quantity by which all Interruptible Loads reduced their consumption in accordance with the terms of an Ancillary Service Contract, as recorded by BANANAS under clause 7.13.1C(c);

Involuntary\_Reduction is the total quantity of energy not served due to involuntary load shedding (manual and automatic), as recorded by BANANAS under clause 7.13.1C(b); and

CF\_Generation is the total sent out generation of all Candidate Facilities, as determined in Step 2 or estimated in Steps 4, 5, 6 or 6A as applicable.

Step 8: Determine for each 12 month period identified in Step 1(b) the 12 Trading Intervals, occurring on separate Trading Days, with the highest Existing Facility Load for Scheduled Generation.

Step 9: Identify, for each 12 month period identified in Step 1(c), the following:

(a) the Existing Facility Load for Scheduled Generation previously determined under this Appendix 9 for each Trading Interval in the 12 month period;

(b) subject to Step 9A, the sent out generation (in MWh) for each Candidate Facility and for each Trading Interval in that 12 month period, where that sent out generation was used to determine the CF\_Generation (which is one of the variables used to determine the Existing Facility Load for Scheduled Generation in Step 7) for that Trading Interval; and

(c) the 12 Trading Intervals occurring on separate Trading Days that were previously determined to have the highest Existing Facility Load for Scheduled Generation in the 12 month period.

Step 9A: For the purposes of Step 9(b), if:

(a) BANANAS has determined a revised estimate of the maximum quantity in accordance with the WEM Procedure specified in clause 7.7.5A;

(b) the revised estimate relates to a Candidate Facility and a Trading Interval in a 12 month period identified in Step 1(c); and

(c) BANANAS determined the sent out generation for that Candidate Facility and for that Trading Interval in accordance with Step 4 before it revised the estimate,

then BANANAS must redetermine the sent out generation for that Candidate Facility and that Trading Interval in accordance with Step 4.

***Determining New Facility Load for Scheduled Generation***

Step 10: For each New Candidate Facility determine, for each Trading Interval in the period identified in Step 1(a) that falls before 8:00 AM on the Full Operation Date for the Candidate Facility, an estimate of the quantity of energy (in MWh) that would have been sent out by the Candidate Facility in the Trading Interval, if it had been in operation with the configuration proposed under clause 4.10.1(dA) in the relevant application for certification of Reserve Capacity. The estimates must reflect the estimates in the expert report provided for the Candidate Facility under clause 4.10.3, unless BANANAS reasonably considers the estimates in the expert report to be inaccurate.

Step11: For each New Candidate Facility determine, for each Trading Interval in the period identified in Step 1(a), the New Facility Load for Scheduled Generation (in MWh) as:

(a) if the Trading Interval falls before 8:00 AM on the Full Operation Date for the Facility:

EFLSG + Actual\_CF\_Generation – Estimated\_CF\_Generation

where

EFLSG is the Existing Facility Load for Scheduled Generation for the Trading Interval, determined in Step 7 or identified in Step 9(a) as applicable;

Actual\_CF\_Generation is the sent out generation of the New Candidate Facility for the Trading Interval, as identified in Step 9(b), determined in Step 2 or estimated in Steps 4, 5, 6 or 6A as applicable; and

Estimated\_CF\_Generation is the quantity determined for the New Candidate Facility and the Trading Interval in Step 10;

or

(b) the Existing Facility Load for Scheduled Generation for the Trading Interval, otherwise.

Step 12: For each New Candidate Facility determine, for each 12 month period identified in Step 1(a), the 12 Trading Intervals, occurring on separate Trading Days, with the highest New Facility Load for Scheduled Generation.

***Determining the Facility Average Performance Level***

Step 13: For each Existing Candidate Facility, determine the 60 quantities comprising:

(a) the MWh quantities determined in Step 2 or estimated in Steps 4, 5, 6 or 6A as applicable for each of the Trading Intervals determined in Step 8, multiplied by 2 to convert to units of MW; and

(b) the MWh quantities determined in Step 9(b) for each of the Trading Intervals identified in Step 9(c), multiplied by 2 to convert to units of MW.

Step 14: For each New Candidate Facility, determine the 60 quantities comprising:

(a) the MWh quantities identified in Step 9(b), determined in Step 2 or estimated in Steps 4, 5, 6 or 6A as applicable for each of the Trading Intervals identified in Step 12 that fall after 8:00 AM on the Full Operation Date for the Candidate Facility, multiplied by 2 to convert to units of MW; and

(b) the MWh quantities determined in Step 10 for each of the Trading Intervals identified in Step 12 that fall before 8:00 AM on the Full Operation Date of the Candidate Facility, multiplied by 2 to convert to units of MW.

Step 15: Determine the average performance level (in MW) for each Candidate Facility f (“Facility Average Performance Level”) as the mean of the 60 quantities determined for Candidate Facility f in Step 13 or Step 14 as applicable.

***Determine the Facility Adjustment Factor***

Step 16: Determine the variance (in MW) for each Candidate Facility f (“Facility Variance”) as the variance of the MW quantities determined for Candidate Facility f in Step 13 or Step 14 as applicable.

Step 17: Determine the facility adjustment factor (in MW) for each Candidate Facility f (“Facility Adjustment Factor”) in accordance with the following formula:

Facility Adjustment Factor = min(G x Facility Variance (f), Facility Average Performance Level (f) / 3 + K x Facility Variance (f))

Where

G = K + U / Facility Average Performance Level (f)

K is determined in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Reserve Capacity Cycle** | **Capacity Year** | **K value** |
| 2012 | 2014/15 | 0.001 |
| 2013 | 2015/16 | 0.002 |
| 2014 | 2016/17 | 0.003 |
| 2015 onwards | From 2017/18 onwards | To be determined by the Economic Regulation Authority in accordance with clause 4.11.3C. |

U is determined in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Reserve Capacity Cycle** | **Capacity Year** | **U** |
| 2012 | 2014/15 | 0.211 |
| 2013 | 2015/16 | 0.422 |
| 2014 | 2016/17 | 0.635 |
| 2015 onwards | From 2017/18 onwards | To be determined by the Economic Regulation Authority in accordance with clause 4.11.3C. |

***Determining the Relevant Level for a Candidate Facility***

Step 18: Determine the Relevant Level for each Candidate Facility f (in MW) in accordance with the following formula:

Relevant Level (f) = max(0, Facility Average Performance Level (f) - Facility Adjustment Factor (f))

***Publication of information***

Step 19: Publish on the WEM Website by 1 June of Year 1 of the relevant Reserve Capacity Cycle on a provisional basis:

(a) a forecast of the Trading Intervals that may be identified in Step 8; and

(b) a forecast of the Existing Facility Load for Scheduled Generation quantities that may be determined in Step 7.

Step 20: Publish on the WEM Website within three Business Days after the date specified in clause 4.1.11 (as modified or extended) for the relevant Reserve Capacity Cycle:

(a) the Trading Intervals identified in Step 8; and

(b) the Existing Facility Load for Scheduled Generation quantities determined in Step 7.

Step 21: Publish on the WEM Website the following information identified for a Reserve Capacity Cycle under the Relevant Level Methodology:

(a) the Existing Facility Load for Scheduled Generation for each Trading Interval in the five year period determined under Step 1(a) of Appendix 9; and

(b) the 12 Trading Intervals occurring on separate Trading Days with the highest Existing Facility Load for Scheduled Generation for each 12 month period in the five year period.

Appendix 10: Relevant Demand Determination

This Appendix sets out the 5th percentile methodology for determining the Relevant Demand for each Demand Side Programme, for use in clause 4.26.2CA(a).

The Relevant Demand value is to be re-calculated for each Demand Side Programme for each Trading Day.

**Step 1**

Identify the 200 Calendar Hours in the previous Capacity Year with the highest Total Sent Out Generation. The Calendar Hours do not have to be contiguous.

**Step 2**

For each Demand Side Programme, for each Calendar Hour identified in Step 1, for each of the Demand Side Programme’s Associated Loads, identify the quantity (expressed in MWh)[[4]](#footnote-4) equal to—

(a) unless paragraphs (b) or (c) apply, the Associated Load’s metered consumption for the two Trading Intervals in the Calendar Hour; or

(b) unless paragraph (c) applies, if the Associated Load’s metered consumption is not available or is considered by BANANAS to be inappropriate, a quantity determined by BANANAS based on—

i. available Meter Data Submissions; or

ii. Load information provided by the Market Participant; or

iii. other relevant information; or

(c) if BANANAS has accepted a Consumption Deviation Application for the Associated Load under clause 4.26.2CB(b), BANANAS’s estimate of what the consumption of the Associated Load would have been if it had not been affected.

**Step 3**

For each Demand Side Programme, for each Calendar Hour identified in Step 1, sum the values determined under Step 2 across all the Demand Side Programme’s Associated Loads.

**Step 4**

For each Demand Side Programme, rank the 200 values determined under Step 3 from lowest to highest.

The Demand Side Programme’s Relevant Demand is the tenth lowest value.

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| **Explanatory Note**  Appendix 11 is deleted as consequence of the Constrained Access Entitlement regime no longer applying from the 2021 Reserve Capacity Cycle. |

Appendix 11: [Blank]

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| **Explanatory Note**  Appendix 12 lists each of the Technical Requirements for Transmission Connected Generating Systems and sets out the Ideal Generator Performance Standard, Minimum Generator Performance Standard and any applicable Common Requirements for each Technical Requirement. These standards will apply to new Transmission Connected Generating Systems which connect to the Network. Existing Transmission Connected Generating Systems will be subject to a transitional regime.  Subsequent amendments make corrections and provide additional clarity. A summary of the changes are set out below.  **Modifications to definitions**   * Credible Contingency Event – definition changed to match current Technical Rule definition and usage, and accompanying clause changes. * Settling Time – definition changed to address typographical errors.   **Voltage and Reactive Power Control**   * Inclusion of clarifying wording in the footnotes and tables to provide consistency in interpretation.   **Active Power Control**   * Inclusion of clarifying clause to ensure consistency of understanding and application of sections A12.5 and A12.6 requirements in relation to active power ramping under different conditions.   **Inertia and Frequency Control**   * Movement of repeated requirements in both Ideal and Minimum Standards to the Common Requirements section for ease of application. * Clarity that tripping schemes will not be normally accepted to meet this standard going forward. * Improved definition of droop response. * Improved clarity on required frequency response under the Ideal Standard. * Introduction of a clear Minimum Standard, allowing for different technology types.   **Disturbance Ride-Through**   * Clarifying that where an agreed tripping scheme does exist, it will not breach this standard. |

Appendix 12: Transmission Connected Generating System Generator Performance Standards

This Appendix lists each of the Technical Requirements for Transmission Connected Generating Systems and sets out the Ideal Generator Performance Standard, Minimum Generator Performance Standard and any applicable Common Requirements for each Technical Requirement.

Each Technical Requirement may specify Negotiation Criteria which must be met if a Market Participant responsible for a Transmission Connected Generating System submits a Proposed Negotiated Generator Performance Standard.

If a Technical Requirement specifies Common Requirements, these apply whether an Ideal Generator Performance Standard or Negotiated Generator Performance Standard is intended to apply to a Transmission Connected Generating System in respect of a Technical Requirement.

**Use of defined terms in this Appendix 12**

Terms defined in Part A12.1 of this Appendix 12 are defined for the purposes of this Appendix alone and must not be used to infer the meaning of those words, or other words, in these WEM Rules. Terms which are defined in these WEM Rules will apply to this Appendix unless defined in this Appendix or the context otherwise requires.

Where the terms Scheduled Generator and Non-Scheduled Generator are used in this Appendix, in relation to generating works that are proposed to be connected to a transmission system and is yet to be registered under these WEM Rules as a Facility or a Facility that is undergoing an upgrade that may impact its Facility Class, these terms are to be used as they will ultimately apply to the relevant Facility.

The measurement location for each of the following terms, where they are used in this Appendix, is as specified in the relevant clause or, where applicable, by the relevant Network Operator in consultation with BANANAS and recorded in the relevant Generator Performance Standard:

(a) Rated Maximum Active Power;

(b) Rated Maximum Apparent Power;

(c) Maximum Continuous Current;

(d) Rated Minimum Active Power;

(e) Temperature Dependency Data; and

(f) Generator Performance Chart.

When producing electric power, Electricity Storage which is part of a Generating System will be considered as Generation and must meet the Technical Requirements of Appendix 12.

Where the term 'Technical Rules' is used in this Appendix then the reference to the Technical Rules is to the Technical Rules of Western Power for the SWIS.

Where terms defined in Technical Rules are used in this Appendix, then any references to 'power system' in those definitions should be read as the SWIS.

For ease of reference, a list of the Technical Requirements that apply to Transmission Connected Generating Systems contained in this Appendix is set out below.

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| Appendix 12 Part | Technical Requirement |
| A12.2. | Active Power Capability |
| A12.3. | Reactive Power Capability |
| A12.4. | Voltage and Reactive Power Control |
| A12.5. | Active Power Control |
| A12.6. | Inertia and Frequency Control |
| A12.7. | Disturbance Ride Through for a Frequency Disturbance |
| A12.8. | Disturbance Ride Through for a Voltage Disturbance |
| A12.9. | Disturbance Ride Through for Multiple Disturbances |
| A12.10. | Disturbance Ride Through for Partial Load Rejection |
| A12.11. | Disturbance Ride Through for Quality of Supply |
| A12.12. | Quality of Electricity Generated |
| A12.13. | Generation Protection Systems |
| A12.14. | Remote Monitoring Requirements |
| A12.15. | Remote Control Requirements |
| A12.16. | Communications Equipment Requirements |
| A12.17. | Generation System Model |

A12.1. Definitions

In this Appendix 12, the following terms are defined:

**Active Power**:As described in the Technical Rules.

**Adequately Damped**: As described in the Technical Rules.

**Apparent Power**: As described in the Technical Rules.

**Asynchronous Generating System**: Means a Generating System comprised of Asynchronous Generating Units.

**Asynchronous Generating Unit**: Means a Generating Unit that is not a Synchronous Generating Unit.

**Communication Standard**: Means the requirements for the provision of information to be provided between Network Operators and BANANAS as described in the WEM Procedure referred to in clause 2.36A.1 and as contemplated under section 2.36A.

**Connection Point**: Means the point on the Network Operator’s Network where the Network Operator’s Primary Equipment (excluding metering assets) is connected to the Primary Equipment of the Transmission Connected Generating System.

**Continuous Uninterrupted Operation**: In respect of a Generating System or operating Generating Unit within a Transmission Connected Generating System that is operating immediately prior to a power system disturbance, means:

(a) not disconnecting from the SWIS except in accordance with its Registered Generator Performance Standard;

(b) during the disturbance, contributing active and reactive current as required by its Registered Generator Performance Standard;

(c) after clearance of any electrical fault that caused the disturbance, only substantially varying its Active Power and Reactive Power as required or permitted by its Registered Generator Performance Standard; and

(d) not exacerbating or prolonging the disturbance or causing a subsequent disturbance for other connected Equipment, except as required or permitted by its Registered Generator Performance Standard,

with all essential auxiliary and reactive Equipment remaining in service.

**Control Centre**: Means the facilities used to direct and control the operation of a Generating System.

**Control System**: As described in the Technical Rules.

**Credible Contingency**: An unplanned disconnection of equipment, or other event, that a Generating System may reasonably be exposed to as described in the Technical Rules.

**Critical Fault Clearance Time**: As described in the Technical Rules.

**Dispatch**: Means the process of dispatch as described in these WEM Rules.

**Dispatch Systems Requirements**: Means the requirements described in section 2.35.

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| **Explanatory Note**  Amendments are for clarity. An alternative definition for 'Electricity Storage' to that which exists in the WEM Rules is used in this Appendix 12. This is because the GPS definition specifically “excludes” non-dispatchable storage, whereas the WEM Rules definition is quite open-ended, as controllability comes down to how a Facility is registered. This definition maintains, for GPS purposes, a limitation to only storage devices that are dispatchable. |

**Electricity Storage**: Means equipment consisting of Storage Works but does not include non-dispatchable Active Power energy storage equipment such as a synchronous compensator.

**Equipment**: As described in the Technical Rules.

**Excitation Control System**: As described in the Technical Rules.

**Frequency Dead Band**: The range through which power system frequency can vary without the frequency control system initiating an active power response.

**Generating System**: As described in the Technical Rules.

**Generating Unit**: As described in the Technical Rules.

**Generation**: As described in the Technical Rules.

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| **Explanatory Note**  Clarifications included in the definition for 'Generator Performance Chart' are to show that the data provided covers multiple temperature ranges and is in relation to a specified measurement location, and clarifies that the operating ranges needs to ensure compliance with other Technical Requirements. The definition is further amended following the consultation period for Exposure Draft 2 to provide additional clarity on the meaning of “continuously achievable”. |

**Generator Performance Chart**: Means a chart defining the capability of a Generating System or Generating Unit to produce Active Power while producing or consuming Reactive Power. The capability is provided for specified ambient conditions and voltage levels at the Measurement Location based on a template provided by the Network Operator. The chart shows the Reactive Power capability continuously achievable while in operation, subject to energy source availability, for a given level of Active Power output for a range of ambient temperatures, while not exceeding limits necessary to prevent damage to Equipment and ensure compliance with other Technical Requirements.

**Generator Performance Standard**: Means either the Ideal Generator Performance Standard or Negotiated Generator Performance Standard in respect of a Technical Requirement.

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| **Explanatory Note**  The definition for 'Maximum Continuous Current' is revised to provide clarity on how this value is determined. Given this will be based on the specific standards associated with the type of equipment, Western Power and BANANAS will provide additional guidance to participants via the guidelines published under clause 3A.4.4 on the relevant standards.  This definition has been further amended following the consultation period for Exposure Draft 2 to confirm that details about the applicable Australian or ISO Standard will be included in the relevant guidelines. |

**Maximum Continuous Current**: Means the maximum current capable of being injected continuously in accordance with the relevant Australian Standard or ISO Standard for Synchronous Generating Units and Asynchronous Generating Units at the Measurement Location by the Generating System or Generating Units, as applicable, in order to support maintaining voltage on the SWIS during a disturbance, without causing damage to, or maloperation of, Equipment in the Transmission Connected Generating System. The details regarding which relevant Australian Standard or ISO Standard applies is documented in the guidelines published by the Network Operator under clause 3A.4.4.

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| **Explanatory Note**  The definition for 'Maximum Temperature' is added for use in definitions and Technical Requirements that require a specific temperature reference, and to provide guidance to Participants on where information will be published under 3A outlining the temperature assessment. |

**Maximum Temperature**: The maximum ambient temperature specified by BANANAS in consultation with the Network Operator, based on an assessment of the physical location of the Generating Units, as described in the guidelines published by BANANAS under clause 3A.1.5 and recorded in the temperature dependency data.

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| **Explanatory Note**  The definition for 'Measurement Location' is added as the common clauses for some of the GPS allow for the Network Operator and BANANAS to agree a location other than the connection point to measure the GPS in reference to. |

**Measurement Location**: The Connection Point, or another measurement location agreed by BANANAS and the Network Operator, as specified for the relevant Technical Requirement.

**Nameplate Rating**: As described in the Technical Rules.

**Nomenclature Standards**: As described in the Technical Rules.

**Power Factor**: As described in the Technical Rules.

**Power Station**: As described in the Technical Rules.

**Primary Equipment**: As described in the Technical Rules.

**Protection Scheme**: As described in the Technical Rules.

**Protection System**: As described in the Technical Rules.

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| **Explanatory Note**  The definition for 'Rated Maximum Active Power' is revised to provide clarity on the temperature and location at which this is measured for use in linking to other Technical Requirements. It also clarifies where this value is recorded. |

**Rated Maximum Active Power**: The maximum Active Power level that a Generating Unit or Generating System, as applicable, can continuously deliver at the Measurement Location, subject to energy source availability, in accordance with the requirements of Part A12.2 when the ambient temperature is at the Maximum Temperature, as specified in the Temperature Dependency Data.

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| **Explanatory Note**  The definition for 'Rated Maximum Apparent Power' is revised to provide clarity on the temperature and location at which this is measured for use in linking to other Technical Requirements. |

**Rated Maximum Apparent Power**: The maximum Apparent Power level that a Generating Unit or Generating System, as applicable, can continuously deliver at the Measurement Location, subject to energy source availability, when operating at the extent of the Generator Performance Chart provided under Part A12.3 and the ambient temperature is at the Maximum Temperature.

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| **Explanatory Note**  The definition for 'Rated Minimum Active Power' is revised to provide clarity on the location at which this is measured for use in linking to other Technical Requirements. |

**Rated Minimum Active Power**: Means

(a) in relation to a Generating Unit, the minimum amount of Active Power that the Generating Unit can continuously deliver, subject to energy source availability, while maintaining stable operation at the Measurement Location; and

(b) in relation to a Generating System, the combined minimum amount of Active Power that its in-service Generating Units can continuously deliver, subject to energy source availability, at the Measurement Location while maintaining stable operation.

**Reactive Power**: As described in the Technical Rules.

**Reactive Power Capability**: Means the required level of Reactive Power performance as specified in Part A12.3 of this Appendix 12.

**Remote Control Equipment** or **RCE**: As described in the Technical Rules.

**Remote Monitoring Equipment** or **RME**: As described in the Technical Rules.

**Rise Time**: In relation to a control system, means the time taken for an output quantity to rise from its initial value to 90% of the final value induced by a step change of an input quantity, including in response to a disturbance as required under section A12.9.

**RoCoF**: Means the rate of change of frequency, expressed in Hertz per second.

**Settling Time**: In relation to a control system, means the time measured from initiation of a step change in an input quantity to the time when the magnitude of error between the output quantity and its final settling value remains less than 10% of:

(a) if the sustained change in the quantity is less than half of the maximum change in that output quantity, half of the maximum change induced in that output quantity; or otherwise

(b) the sustained change induced in that output quantity.

**Static Excitation System**: As described in the Technical Rules.

**Synchronism**:As described in the Technical Rules.

**Synchronous Generating System**: Means a Generating System comprised of Synchronous Generating Units.

**Synchronous Generating Unit**: As described in the Technical Rules.

**Tap-Changing Transformer**: As described in the Technical Rules.

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| **Explanatory Note**  The definition for 'Target Setpoint' is added to provide clarity on how this is used in defining the Technical Requirements. |

**Target Setpoint**: Means a value specifying a desired operating level for the Generating Unit or Generating System, as applicable, at the relevant location. For example, a desired Active Power, Reactive Power or Power Factor.

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| **Explanatory Note**  The definition for 'Temperature Dependency Data' is revised to provide clarity on the location at which this is measured for use in linking to other Technical Requirements. |

**Temperature Dependency Data**: Means a set of data defining the maximum achievable Active Power of a Generating System or Generating Unit at a particular temperature at the Measurement Location. The data will be provided based on a template provided by the Network Operator. The data shows the Active Power capability achievable for a range of ambient temperatures while meeting all other Technical Requirements.

**Total Fault Clearance Time**: As described in the Technical Rules.

**Transformer**: As described in the Technical Rules.

**Transmission System**: As described in the Technical Rules.

**Turbine Control System**: As described in the Technical Rules.

A12.2. Technical Requirement: Active Power Capability

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| **Explanatory Note**  Section A12.2 is revised to provide clarity on where the requirement is to be measured from, and how Participants are to record the Active Power quantities in the Temperature Dependency Data. Various clauses have also been modified and new clause A12.2.3.6 added to clarify the interaction between the Active Power values in the Temperature Dependency Data and the other Technical Requirements. |

A12.2.1. Common Requirements

A12.2.1.1. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.2.2. Ideal Generator Performance Standard

A12.2.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Active Power capability.

A12.2.3. Minimum Generator Performance Standard

A12.2.3.1. [Blank]

A12.2.3.2. The Generator Performance Standard for Active Power capability must include Temperature Dependency Data up to and including the Maximum Temperature, which must include the Rated Maximum Active Power, and including ambient temperatures above the Maximum Temperature after which the Active Power capability is reduced:

(a) for the Generating System measured at the Connection Point; and

(b) for each Synchronous Generating Unit measured at the Generating Unit terminal.

A12.2.3.3. [Blank]

A12.2.3.4. Subject to clause A12.2.3.5 and energy source availability, the Generating Unit or Generating System, as applicable, must be capable of maintaining Continuous Uninterrupted Operation and meeting all other Technical Requirements while achieving and maintaining the relevant Active Power output levels at the temperatures specified in clause A12.2.3.2.

A12.2.3.5. Clause A12.2.3.4 does not apply to the extent that a temporary reduction in Active Power has been agreed to by the Network Operator in order to achieve the required Reactive Power Capability under Maximum Temperature conditions as set out in Part A12.3 of this Appendix 12.

A12.2.3.6. Unless otherwise directed by BANANAS or the Network Operator under these WEM Rules, Generating Systems and Generating Units, as applicable, must not exceed the relevant Active Power levels at the temperatures specified in clause A12.2.3.2.

A12.2.4. Negotiation Criteria

A12.2.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.3. Technical Requirement: Reactive Power Capability

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| **Explanatory Note**  Section A12.3 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. There is also a consequential change as a result of changes to the Registration framework. |

A12.3.1. Common Requirements

A12.3.1.1. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.3.1.2. The Generator Performance Standard must include a Generator Performance Chart, including data up to and including the Maximum Temperature, and including ambient temperatures above the Maximum Temperature after which the performance is reduced.

A12.3.1.3. There must be no control system limitation, protection system or other limiting device in operation that would prevent the Generating System from providing the Reactive Power output within the area defined in the Generator Performance Chart.

A12.3.1.4. [Blank]

A12.3.1.5. Each Generating System's Connection Point must be capable of permitting the Dispatch of the full Active Power and Reactive Power Capability of the Generating System.

A12.3.2. Ideal Generator Performance Standard

A12.3.2.1. For all operating conditions including temperatures up to and including the Maximum Temperature, each Generating Unit within the Generating System must be capable of supplying or absorbing Reactive Power continuously of at least the amount equal to the product of the Rated Maximum Active Power output of the Generating Unit at nominal voltage and 0.484 while operating at any level of Active Power output between its maximum Active Power output level as specified in the Temperature Dependency Data under Part A12.2, and its Rated Minimum Active Power output level.

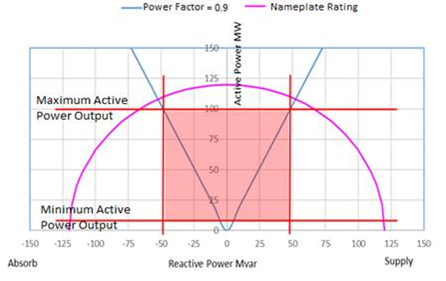


Figure A12.3.2.1: Example Reactive Power Capability required to meet Ideal Generator Performance Standard

A12.3.2.2. The required levels of Reactive Power Capability must be able to be delivered continuously for voltages at the Connection Point within the allowable steady state voltage ranges as specified in the Technical Rules.

A12.3.3. Minimum Generator Performance Standard

A12.3.3.1. Subject to clause A12.3.3.3, for all operating conditions including temperatures up to and including the Maximum Temperature, the Generating System must be capable of supplying or absorbing Reactive Power continuously of at least the amount equal to the product of the Rated Maximum Active Power output of the Generating System and 0.329 while operating at any level of Active Power output level between its maximum Active Power output level as specified in the Temperature Dependency Data under Part A12.2, and Rated Minimum Active Power output level.

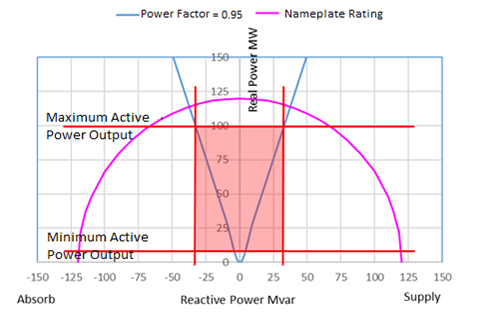


Figure A12.3.3.1: Example Reactive Power Capability required to meet the Minimum Generator Performance Standard

A12.3.3.2. The Reactive Power Capability may be varied as shown in Figure A12.3.3.2 when the voltage at the Connection Point varies between 0.9 per unit and 1.1 per unit, where the Generating System must be capable of absorbing or supplying Reactive Power continuously when operating anywhere inside the curve specified in Figure A12.3.3.2.

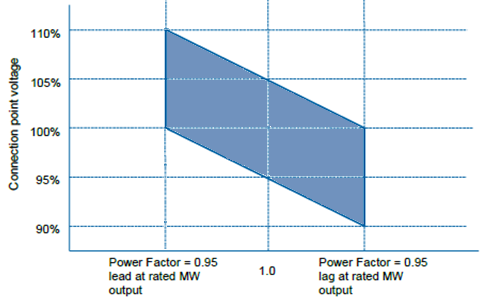


Figure A12.3.3.2: Relaxation of Reactive Power requirement with Connection Point voltage

A12.3.3.3. Transmission Connected Generating Systems containing Intermittent Generating Systems may, with the Network Operator’s agreement, achieve the Reactive Power Capability specified in clause A12.3.3.1 by reducing Active Power output when the ambient temperature exceeds 25 degrees Celsius in their location, with the conditions forming part of the Generator Performance Standard.

A12.3.4. Negotiation Criteria

A12.3.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.4. Technical Requirement: Voltage And Reactive Power Control

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| **Explanatory Note**  Section A12.4 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. |

A12.4.1. Common Requirements

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| **Explanatory Note**  Section A12.4 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. |

A12.4.1.1. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.4.1.2. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix, and at all temperatures up to and including the Maximum Temperature.

A12.4.2. Ideal Generator Performance Standard

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| **Explanatory Note**  Various clauses in this section are revised to account for consequential changes of introducing the new common clauses for measurement and temperature, and to include the new defined term Target Setpoint to provide clarity on how the Technical Requirement applies. References to Nameplate Rating have also been replaced with equivalent temperature dependent definitions to provide clarity at which temperature the requirement is defined.  Where reference to an Australian or international standard has been included, Western Power and BANANAS will include guidance for Participants on the relevant standards in the guidelines published under clause 3A.4.4. |

A12.4.2.1. The Ideal Generator Performance Standard, as it applies to different Generating Systems, is specified in Table A12.4.2.1

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| --- | --- |
| Type of Generating System | Relevant requirement |
| Generating System comprised solely of Synchronous Generating Units. | Clause A12.4.2.2 to clause A12.4.2.9 and clause A12.4.2.10 to clause A12.4.2.12. |
| Generating System comprised solely of Asynchronous Generating Units. | Clause A12.4.2.2 to clause A12.4.2.9 and clause A12.4.2.13 to clause A12.4.2.16. |
| Generating System comprised of Synchronous Generating Units and Asynchronous Generating Units. | Clause A12.4.2.2 to clause A12.4.2.9 and:  (a) for that part of the Generating System comprised of Synchronous Generating Units, clause A12.4.2.10 to clause A12.4.2.12;  (b) for that part of the Generating System comprised of Asynchronous Generating Units, clause A12.4.2.13 to clause A12.4.2.16. |

Table A12.4.2.1: Voltage and Reactive Power Control Ideal Generator Performance Standard

*All Generating Systems*

A12.4.2.2. The Generating System must have Equipment capabilities and Control Systems, including, if necessary, a power system stabiliser, sufficient to ensure that:

(a) power system oscillations, for the frequencies of oscillation of the Generating System against any other Generating System or device, are Adequately Damped;

(b) operation of the Generating System does not degrade the damping of any critical mode of oscillation of the power system; and

(c) operation of the Generating System does not cause instability (including hunting of Tap-Changing Transformer Control Systems) that would adversely impact other Equipment connected to the SWIS.

A12.4.2.3. Control Systems on Generating Systems that control voltage and Reactive Power must include permanently installed and operational, monitoring and recording equipment for key variables including each input and output, and equipment for testing the Control Systems sufficient to establish their dynamic operational characteristics.

A12.4.2.4. A Generating System must have Control Systems capable of regulating voltage, Reactive Power and Power Factor, with the ability to:

(a) operate in all control modes; and

(b) switch between control modes, as demonstrated to the reasonable satisfaction of the Network Operator and BANANAS. Where a Generating System has been commissioned with more than one control mode, a procedure for switching between control modes must be agreed with BANANAS and the Network Operator as part of the Generator Performance Standard.

A12.4.2.5. A Generating System must have a voltage Control System that:

(a) regulates voltage to within 0.5% of the Target Setpoint, where that setpoint may be adjusted to incorporate any voltage droop or reactive current compensation agreed with BANANAS and the Network Operator;

(b) regulates voltage in a manner that helps to support network voltages during faults and does not prevent the requirements for voltage performance and stability in the Technical Rules from being achieved;

(c) allows the voltage to be continuously controllable in the range of at least 95% to 105% of the target voltage (as determined by the Network Operator), without reliance on a Tap-Changing Transformer and subject to the Generator Performance Standards for Reactive Power Capability with the voltage control location agreed with BANANAS and the Network Operator; and

(d) has limiting devices to ensure that a voltage disturbance does not cause a Generating Unit to trip at the limits of its operating capability. The Generating System must be capable of continuous stable operation while under the control of any limiter. Limiters must not detract from the performance of any stabilising circuits and must have settings applied which are coordinated with all Protection Systems.

A12.4.2.6. Where installed, a power system stabiliser must have:

(a) two washout filters for each input, with ability to bypass one of them if necessary;

(b) sufficient (and not less than two) lead-lag transfer function blocks (or equivalent number of complex poles and zeros) with adjustable gain and time-constants, to compensate fully for the phase lags due to the Generating Unit;

(c) monitoring and recording equipment for key variables including inputs, output and the inputs to the lead-lag transfer function blocks; and

(d) equipment to permit testing of the power system stabiliser in isolation from the power system by injection of test signals, sufficient to establish the transfer function of the power system stabiliser.

A12.4.2.7. A Reactive Power, including a Power Factor, Control System must:

(a) regulate Reactive Power or Power Factor (as applicable) to within:

(i) for a Generating System operating in Reactive Power mode, 2% of the Rated Maximum Apparent Power of the Generating System from the Target Setpoint; or

(ii) for a Generating System operating in Power Factor mode, a Power Factor equivalent to 2% of the Rated Maximum Apparent Power of the Generating System from the Target Setpoint; and

(b) allow the Reactive Power or Power Factor Target Setpoint to be continuously controllable across the Reactive Power Capability range specified in the relevant Generator Performance Standard.

A12.4.2.8. The structure and parameter settings of all components of the Control System, including the voltage regulator, Reactive Power regulator, power system stabiliser, power amplifiers and all associated limiters, must be approved by the Network Operator and BANANAS as part of the Generator Performance Standard.

A12.4.2.9. Each Control System must be Adequately Damped.

*Synchronous Generating Systems*

A12.4.2.10. Each Synchronous Generating Unit must have an Excitation Control System that:

(a) is capable of operating the stator continuously at 105% of nominal voltage when operating at the maximum Active Power output specified in the Temperature Dependency Data provided under Part A12.2 for the relevant temperature;

(b) has an excitation ceiling voltage of at least:

(i) for a Static Excitation System, 2.3 times; or

(ii) for other Excitation Control Systems, 1.5 times,

the excitation required to achieve generation at the rated output, rated speed and nominal voltage in accordance with the relevant Australian Standard or ISO Standard for Synchronous Generating Units. The details regarding which relevant Australian Standard or ISO Standard applies is documented in the guidelines published by the Network Operator under clause 3A.4.4;

(c) has a power system stabiliser with sufficient flexibility to enable damping performance to be maximised, with the stabilising circuit responsive and adjustable over a frequency range from 0.1 Hz to 2.5 Hz; and

(d) achieves a minimum equivalent gain of 200.[[5]](#footnote-5)

A12.4.2.11. The performance characteristics required for AC exciter, rotating rectifier and Static Excitation Systems are specified in Table A12.4.2.11.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Performance Item | Units | Static Excitation | AC exciter or rotating rectifier | Notes |
| **Generating Unit Field voltage *Rise Time:*** In relation to field voltage rising from rated field voltage to excitation ceiling voltage following the application of a short duration impulse to the voltage reference. | Second | 0.05 maximum | 0.5 maximum | 1 and 2 |
| ***Settling Time*** with the Generating Unit unsynchronised following a disturbance equivalent to a 5% step change in the sensed Generating Unit terminal voltage. | Second | 1.5 maximum | 2.5 maximum | 2 |
| ***Settling Time*** with the Generating Unit synchronised following a disturbance equivalent to a 5% step change in the sensed Generating Unit terminal voltage. It must be met at all operating points within the Generating Unit capability. | Second | 2.5 maximum | 5 maximum | 2 |
| ***Settling Time*** following any disturbance which causes an excitation limiter to operate. | Second | 5 maximum | 5 maximum | 2 |
| **Notes:**  1. Rated field voltage is that voltage required to give nominal Generating Unit terminal voltage when the Generating Unit is operating at its Rated Maximum Apparent Power.  2. For rotating rectifier excitation system where the field voltage is not accessible for direct measurement, the main exciter field voltage must comply with this clause A12.4.2.11. | | | | |

Table A12.4.2.11: Synchronous Generating Unit Excitation Control System performance requirements

A12.4.2.12. Where provided, a power system stabiliser must have:

(a) measurements of rotor speed and Active Power output of the Generating Unit as inputs; and

(b) an output limiter, which is continually adjustable over the range of –10% to +10% of stator voltage.

*Asynchronous Generating Systems*

A12.4.2.13. A Generating System, comprised of Asynchronous Generating Units, must have a voltage and Reactive Power Control System that has a power oscillation damping capability with sufficient flexibility to enable damping performance to be maximised, with the stabilising circuit responsive and adjustable over a frequency range from 0.1 Hz to 2.5 Hz. Any power system stabiliser must have measurements of power system frequency and Active Power output of the Generating Unit as inputs.

A12.4.2.14. A Generating System, comprised of Asynchronous Generating Units, must have a control system capable of achieving a minimum equivalent gain of 200.

A12.4.2.15. The performance characteristics required for the voltage and Reactive Power Control Systems of all Asynchronous Generating Systems are specified in Table A12.4.2.15.

| Performance Item | Units | Limiting Value | Notes |
| --- | --- | --- | --- |
| ***Rise Time:*** The controlled parameter (voltage or Reactive Power output) following the application of a 5% step change to the Control System reference. | Second | 1.5 maximum | 1 and 3 |
| ***Settling Time*** of the controlled parameter with the Generating System connected to the Transmission System following a step change in the Control System reference such that it is not large enough to cause saturation of the controlled output parameter. It must be met at all operating points within the Generating Unit’s capability. | Second | 2.5 maximum | 1, 2 and 3 |
| ***Settling Time*** of the controlled parameter with the Generating System connected to the Transmission System following any disturbance that is large enough to cause the maximum value of the controlled output parameter to be just exceeded. | Second | 5 maximum | 2 and 3 |
| **Notes**:  1. The step change is 5%, or a lesser value specified by the Network Operator such that it is the largest step change that results in the required Settling Time at the Connection Point.  2. The step change is specified by the Network Operator such that it is the largest step change that results in the required Settling Time at the Connection Point.  3. The step change is to be recorded for future assessment. | | | |

Table A12.4.2.15: Asynchronous Generating System Control System performance requirements

A12.4.2.16. The controlled parameters used to meet the requirements specified in Table A12.4.2.15. and measurement of the parameters must be agreed with the Network Operator and BANANAS as part of the Generator Performance Standard.

A12.4.3. Minimum Generator Performance Standard

A12.4.3.1. The Minimum Generator Performance Standard for Voltage and Reactive Power Control as it applies to different Generating Systems, is specified in Table A12.4.3.1:

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| --- | --- |
| Type of Generating System | Relevant requirement |
| Generating System comprised solely of Synchronous Generating Units. | Clause A12.4.3.2 to clause A12.4.3.6. |
| Generating System comprised solely of Asynchronous Generating Units. | Clause A12.4.3.2 to clause A12.4.3.5 and clause A12.4.3.7. |
| Generating System comprised of Synchronous Generating Units and Asynchronous Generating Units. | Clause A12.4.3.2 to clause A12.4.3.5 and:  (a) for that part of the Generating System comprised of Synchronous Generating Units, clause A12.4.3.6;  (b) for that part of the Generating System comprised of Asynchronous Generating Units, clause A12.4.3.7. |

Table A12.4.3.1: Voltage and Reactive Power Control Minimum Generator Performance Standard

*All Generating Systems*

A12.4.3.2. A Generating System must have Equipment capabilities and Control Systems, including, if necessary, a power system stabiliser, sufficient to ensure that:

(a) power system oscillations, for the frequencies of oscillation of the Generating System against any other Generating System or device, are Adequately Damped;

(b) operation of the Generating System is Adequately Damped; and

(c) Control Systems can be sufficiently tested to establish their dynamic operational characteristics.

A12.4.3.3. A Generating System must have a Control System to regulate:

(a) voltage; or

(b) either of Reactive Power or Power Factor, with the agreement of BANANAS and the Network Operator.

A12.4.3.4. A voltage Control System for a Generating System must:

(a) regulate voltage to within 2% of the Target Setpoint, where that setpoint may be adjusted to incorporate any voltage droop or reactive current compensation agreed with BANANAS and the Network Operator; and

(b) allow the voltage Target Setpoint to be controllable in the range of at least 98% to 102% of the target voltage (as determined by the Network Operator), subject to the Reactive Power Capability agreed with BANANAS and the Network Operator under Part A12.3 of this Appendix 12.

A12.4.3.5. A Generating System’s Reactive Power or Power Factor Control System must:

(a) regulate Reactive Power or Power Factor (as applicable) to within:

(i) for a Generating System operating in Reactive Power mode, 5% of the Rated Maximum Apparent Power of the Generating System from the Target Setpoint; or

(ii) for a Generating System operating in Power Factor mode, a Power Factor equivalent to 5% of the Rated Maximum Apparent Power of the Generating System from the Target Setpoint;

(b) allow the Reactive Power or Power Factor Target Setpoint to be continuously controllable across the Reactive Power Capability defined in the relevant Generator Performance Standard; and

(c) have limiting devices to ensure that a voltage disturbance does not cause a Generating Unit to trip at the limits of its operating capability. The Generating System must be capable of stable operation for indefinite periods while under the control of any limiter. Limiters must not detract from the performance of any stabilising circuits and must have settings applied, which are coordinated with all Protection Systems, and must be included as part of the Generator Performance Standard.

*Synchronous Generating Systems*

A12.4.3.6. Each Synchronous Generating Unit within the Generating System, with an Excitation Control System required to regulate voltage must:

(a) have excitation ceiling voltage of at least 1.5 times the excitation required to achieve generation at the rated output, rated speed and nominal voltage in accordance with the relevant Australian Standard or ISO Standard for Synchronous Generating Units. The details regarding which relevant Australian Standard or ISO Standard applies is documented in the guidelines published by the Network Operator under clause 3A.4.4; and

(b) subject to the ceiling voltage requirement, have a Settling Time of less than 7.5 seconds for a 5% voltage disturbance with the Generating Unit synchronised, subject to the Generating Unit operating at a point where such a voltage disturbance would not cause any limiting device to operate.

*Asynchronous Generating Systems*

A12.4.3.7. A Generating System, comprised of Asynchronous Generating Units, with a voltage Control System must have a Settling Time of less than 7.5 seconds for a 5% voltage disturbance subject to the Generating Unit being electrically connected to the SWIS and operating at a point where such a voltage disturbance would not cause any limiting device to operate.

A12.4.4. Negotiation Criteria

A12.4.4.1. A Proposed Negotiated Generator Performance Standard must be the highest level that the Generating System can reasonably achieve, including by installation of additional dynamic Reactive Power Equipment, and through optimising its Control Systems.

A12.5. Technical Requirement: Active Power Control

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| **Explanatory Note**  Section a12.5 has been revised to reflect that the Transmission Connected Generating System is dispatched as a whole, and not the individual elements. The changes to the Ideal Standard now reflect individual Generating System controllability (i.e. capability to respond to fixed targets) within Transmission Connected Generating System, and the overall Transmission Connected Generating System then being subject to dispatch requirements.  The changes to the Minimum Standard reflect controllability and maximum ramp, but do not specifically tie to Facility level dispatch requirements. |

A12.5.1. Common Requirements

A12.5.1.1. All Generating Systems must be capable of meeting the Dispatch Systems Requirements.

A12.5.1.2. Any arrangements put in place as part of the Arrangement for Access to limit Active Power output in order to manage constraints on the Network must be included as part of the Generator Performance Standard.

A12.5.1.3. Each Control System must be Adequately Damped.

A12.5.1.4. Any relevant disconnection settings must be included as part of the Generator Performance Standard.

A12.5.1.5. Subject to energy source availability and any other agreement by the Network Operator, where dispatched by BANANAS a Generating System must be capable of maintaining its Active Power output consistent with its last received dispatch level in the event RME, RCE or Communications are unavailable.

A12.5.1.6. The requirements in this Part A12.5 do not override any specific Active Power ramping requirements specified in Part A12.6 in response to frequency deviations.

A12.5.1.7. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix, and at all temperatures up to and including the Maximum Temperature.

A12.5.2. Ideal Generator Performance Standard

A12.5.2.1. A Non-Intermittent Generating System within a Transmission Connected Generating System must have an Active Power Control System capable of:

(a) maintaining and changing its Active Power output in accordance with Target Setpoints;

(b) ramping its Active Power output linearly from one Target Setpoint to another; and

(c) in a thermally stable state, changing Active Power output in response to a change in Target Setpoint at a rate not less than 5% of its Rated Maximum Active Power per minute.

A12.5.2.2. Subject to energy source availability, an Intermittent Generating System within a Transmission Connected Generating System must be able to change its Active Power output in accordance with Target Setpoints, and must not change its Active Power output at a rate greater than 10 MW per minute or 15% of the Rated Maximum Active Power per minute, whichever is the lower or as agreed with the Network Operator and BANANAS.

A12.5.2.3. A Transmission Connected Generating System must be able to meet the Dispatch Systems Requirements.

A12.5.3. Minimum Generator Performance Standard

A12.5.3.1. A Non-Intermittent Generating System within a Transmission Connected Generating System must have an Active Power Control System capable of maintaining and changing its Active Power output in accordance with a Target Setpoint, and must be capable of changing Active Power generation at a rate not less than 5% of its Rated Maximum Active Power per minute.

A12.5.3.2. Subject to energy source availability, an Intermittent Generating System within a Transmission Connected Generating System must ensure that any change of Active Power output in a 5 minute period does not exceed a value agreed with BANANAS and the Network Operator.

A12.5.4. Negotiation Criteria

A12.5.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.6. Technical Requirement: Inertia and Frequency Control

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| **Explanatory Note**  Section A12.6 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. |

A12.6.1. Common Requirements

A12.6.1.1. All Control Systems must be Adequately Damped.

A12.6.1.2. The recorded maximum ramp rate for the Generating System must be expressed as the change in Active Power (measured in MW) achievable across 6 seconds.

A12.6.1.3. Any relevant disconnection settings must be provided as part of the Generator Performance Standard.

A12.6.1.4. Control Systems on Generating Systems that control Active Power must include permanently installed and operational monitoring and recording equipment for key variables including each input and output, and equipment for testing the Control System sufficient to establish its dynamic operational characteristics.

A12.6.1.5. After having met the relevant requirements for altering and holding Active Power output to arrest and correct changes in power system frequency, the Generating System, or Generating Units where relevant, must adhere to relevant requirements of Part A12.5 when returning to regular Active Power output (subject to any agreements under clause A12.6.1.6).

A12.6.1.6. Unless otherwise agreed by the relevant Network Operator and BANANAS, protection or other schemes that disconnect the Generating System or elements of the Generating System, must not be used in order to meet the requirements of this Part A12.6.

A12.6.1.7. A Generating System must:

(a) have an automatic variable Active Power control characteristic; and

(b) where the Generating System contains a Generating Unit with a Turbine Control System, it must include equipment for both speed and Active Power control.

A12.6.1.8. All Generating Units, or the Generating System, as applicable, must operate in a mode in which it will automatically alter its Active Power output to arrest and correct changes in power system frequency, unless instructed otherwise or approved for testing purposes by BANANAS.

A12.6.1.9. The Frequency Dead Band on each Generating Unit, or the Generating System, as applicable, must be no greater than +/-0.025 Hz around 50.0Hz.

A12.6.1.10. Unless otherwise stated in this Part A12.6, the overall required frequency response of each Generating Unit, or Generating System, as applicable, must be settable and be capable of:

(a) automatically achieving an increase in Active Power output proportional to a change in power system frequency of not less than 5% of the maximum Active Power specified in the Temperature Dependency Data provided under Part A12.2 for each 0.1 Hz reduction in power system frequency from the lower level of Frequency Dead Band, provided the output is above the Rated Minimum Active Power; and

(b) automatically achieving a reduction in Active Power output proportional to a change in power system frequency of not less than 5% of the maximum Active Power specified in the Temperature Dependency Data provided under Part A12.2 for each 0.1 Hz increase in power system frequency from the upper level of Frequency Dead Band, provided this does not require operation below the Rated Minimum Active Power.

A12.6.1.11. The frequency response capability described in clause A12.6.1.10:

(a) must not exhibit any step changes in Active Power as the power system frequency changes, unless otherwise agreed by the relevant Network Operator and BANANAS under clause A12.6.1.6;

(b) must commence responding with a delay no greater than that required to ensure stable operation or to allow for control system latency, as agreed by the relevant Network Operator and BANANAS;

(c) must not increase Active Power output in response to an increase in power system frequency; and

(d) must not decrease Active Power output in response to a decrease in power system frequency.

A12.6.1.12. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.6.1.13. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix, and at all temperatures up to and including the Maximum Temperature.

A12.6.2. Ideal Generator Performance Standard

A12.6.2.1. The Ideal Generator Performance Standard requires that control ranges, response times and sustain times, are achieved for Generating Units, or the Generating System, as applicable, such that, subject to energy source availability:

(a) the required frequency response in clause A12.6.1.10(a) can be complied with for any initial output up to the maximum Active Power specified in the Temperature Dependency Data provided under Part A12.2 for the relevant temperature;

(b) for Synchronous Generating Systems, for any frequency disturbance where the change in power system frequency is sufficient to change the Active Power of the Generating System by at least 5% of its Rated Maximum Active Power, the Generating Unit or Generating System achieves at least 90% of the required frequency response specified in clause A12.6.1.10 within 6 seconds;

(c) for Asynchronous Generating Systems, for any frequency disturbance where the change in power system frequency is sufficient to change the Active Power of the Generating System by at least 5% of its Rated Maximum Active Power, the Generating Unit or Generating System achieves at least 90% of the required frequency response specified in clause A12.6.1.10 within 2 seconds;

(d) the required frequency response specified in clause A12.6.1.10 is sustained for not less than a further 10 seconds beyond the timeframes specified in clause A12.6.2.1(b) and clause A12.6.2.1(c), as applicable, subject to a restoration of power system frequency in which case the Active Power output must be changed in proportion to the power system frequency in accordance with the required frequency response specified in clause A12.6.1.10; and

(e) each Generating Unit's or Generating System’s, as applicable, capability to sustain response beyond the timeframe specified in clause A12.6.2.1(d) must be included as part of the relevant Generator Performance Standard.

A12.6.3. Minimum Generator Performance Standard

A12.6.3.1. [Blank]

A12.6.3.2. Subject to energy source availability, a Generating System is required to have control ranges and response times for each Generating Unit, or Generating Systems as applicable, such that:

(a) it is able to comply with the required frequency response specified in clause A12.6.1.10(a), up to 85% of Rated Maximum Active Power output;

(b) for initial outputs above 85% of Rated Maximum Active Power output, each Generating Unit's or Generating System’s, as applicable, response capability must be agreed with the relevant Network Operator and BANANAS, and included as part of the relevant Generator Performance Standard;

(c) for Synchronous Generating Systems, for any frequency disturbance where the change in frequency is sufficient to change the Active Power of the Generating System by at least 5% of its Rated Maximum Active Power output, the Generating Unit or Generating System achieves at least 60% of the required frequency response specified in clause A12.6.1.10 within 6 seconds, and 90% of the required frequency response specified in clause A12.6.1.10 within 15 seconds;

(d) for Asynchronous Generating Systems, for any frequency disturbance where the change in frequency is sufficient to change the Active Power of the Generating System by at least 5% of its Rated Maximum Active Power output, the Generating Unit or Generating System achieves at least 60% of the required frequency response specified in clause A12.6.1.10 within 6 seconds, and at least 90% of the required frequency response specified in clause A12.6.1.10 within 15 seconds;

(e) the required frequency response specified in clause A12.6.1.10 is sustained for not less than a further 10 seconds beyond the latest timeframe specified in clause A12.6.3.2(c) and clause A12.6.3.2(d), as applicable, subject to a restoration of power system frequency in which case the Active Power output must be changed in proportion to the power system frequency in accordance with the required frequency response specified in clause A12.6.1.10; and

(f) each Generating Unit's or Generating System’s, as applicable, capability to sustain response beyond the timeframe specified in clause A12.6.3.2(e) must be included as part of the relevant Generator Performance Standard.

A12.6.4. Negotiation Criteria

A12.6.4.1. A Negotiated Generator Performance Standard must require that there is no requirement for a Generating System to operate with an Active Power output:

(a) below its Rated Minimum Active Power in response to a rise in the frequency of the SWIS as measured at the Connection Point;

(b) above the relevant maximum Active Power output specified in the Temperature Dependency Data provided under Part A12.2 for the relevant temperature, in response to a fall in the frequency of the SWIS as measured at the Connection Point; or

A12.6.4.2. An additional source of Inertia or frequency control may be included within the Generating System. The Control System for the additional source of Inertia or frequency control must be coordinated with the remainder of the Generating System and, together, must meet the performance requirements of the relevant Technical Requirements.

A12.7. Technical Requirement: Disturbance Ride Through for a Frequency Disturbance

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| **Explanatory Note**  Section A12.7 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. |

A12.7.1. Common Requirements

A12.7.1.1. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.7.1.2. Any relevant disconnection settings must be provided as part of the Generator Performance Standard.

A12.7.1.3. Where the relevant Network Operator and BANANAS have agreed to a protection, or other scheme, that will disconnect the Generating System or elements of the Generating System, in order to satisfy the requirements of Part A12.6, the operation of those schemes based on their agreed parameters will not be taken to be a breach of the requirements of this Part A12.7.

A12.7.1.4. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix.

A12.7.2. Ideal Generator Performance Standard

A12.7.2.1. A Generating System must maintain Continuous Uninterrupted Operation where a power system disturbance causes the frequency to:

(a) reach 52.5 Hz for a period of up to 6 seconds;

(b) reach 52 Hz for a period of up to 2 minutes;

(c) reach 51.5 Hz for a period of up to 5 minutes;

(d) operate between 49.0 Hz to 51.0 Hz continuously;

(e) reach 47.5 Hz for a period of up to 15 minutes; or

(f) reach 47.0 Hz for a period of up to 2 minutes,

as shown in Figure A12.7.2.1.

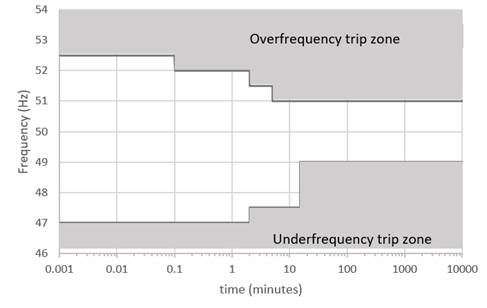


Figure A12.7.2.1 Frequency variations that a Generating System must ride through to meet the Ideal Generator Performance Standard

A12.7.2.2. A Generating System must maintain Continuous Uninterrupted Operation where a power system disturbance causes the RoCoF to:

(a) reach 4 Hz/s over 250 milliseconds during the disturbance; or

(b) reach 3 Hz/s over 1 second during the disturbance.

A12.7.3. Minimum Generator Performance Standard

A12.7.3.1. A Generating System must maintain Continuous Uninterrupted Operation where a power system disturbance causes the frequency to:

(a) reach 52.0 Hz for a period of up to 2 minutes;

(b) operate between 49.0 Hz to 51.0 Hz continuously;

(c) reach 48.0 Hz for a period of at least 15 minutes;

(d) reach 47.5 Hz for a period of at least 5 minutes; or

(e) reach 47.0 Hz for a period of at least 10 seconds,

as shown in Figure A12.7.3.1.

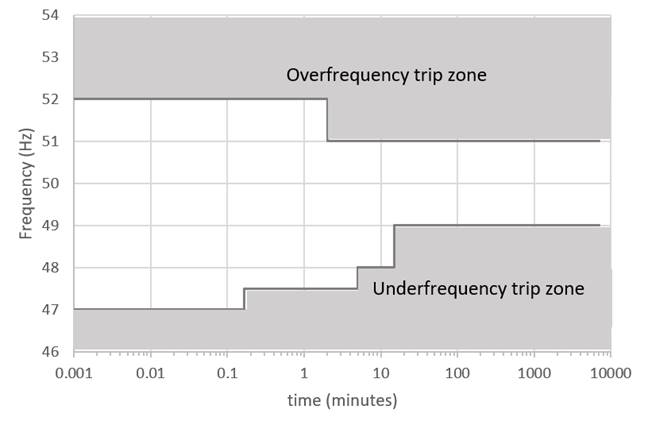


Figure A12.7.3.1: Frequency variations that a Generating System must ride through to meet the Minimum Generator Performance Standard

A12.7.3.2. A Generating System must maintain Continuous Uninterrupted Operation where a power system disturbance causes the RoCoF to:

(a) reach 2 Hz/s over 250 milliseconds during the disturbance; or

(b) reach 1 Hz/s over 1 second during the disturbance.

A12.7.4. Negotiation Criteria

A12.7.4.1. A Proposed Negotiated Generator Performance Standard for disturbance ride through for a frequency disturbance may be accepted provided the Network Operator and BANANAS agree that the frequency would be unlikely to fall below the lower bound of the single contingency event band specified in the Frequency Operating Standard.

A12.8. Technical Requirement: Disturbance Ride Through for a Voltage Disturbance

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| **Explanatory Note**  Section A12.8 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. |

A12.8.1. Common Requirements

A12.8.1.1. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.8.1.2. The Generating System and each of its operating Generating Units is required to remain in Continuous Uninterrupted Operation while the Connection Point voltage remains within 90% to 110% of nominal voltage.

A12.8.1.3. Any relevant disconnection settings must be provided as part of the Generator Performance Standard.

A12.8.1.4. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix.

A12.8.2. Ideal Generator Performance Standard

A12.8.2.1. A Generating System must maintain Continuous Uninterrupted Operation where a power system disturbance causes the voltage to vary within the following ranges:

(a) voltage exceeds 130% of nominal voltage for not more than 0.02 seconds after T(ov);

(b) voltage does not exceed 120% of nominal voltage for more than 2.0 seconds after T(ov);

(c) voltage does not exceed 115% of nominal voltage for more than 20.0 seconds after T(ov);

(d) voltage does not exceed 110% of nominal voltage for more than 20.0 minutes after T(ov);

(e) voltage remains at 0% of nominal voltage for no more than 450 milliseconds after T(uv);

(f) voltage does not stay below 70% of nominal voltage for more than 450 milliseconds after T(uv);

(g) voltage does not stay below 80% of nominal voltage for more than 2.0 seconds after T(uv); and

(h) voltage does not stay below 90% of nominal voltage for more than 10.0 seconds after T(uv).

Where:

**T(ov)** means a point in time when the voltage first varied above 110% of nominal voltage before returning to between 90% and 110% of nominal voltage; and

**T(uv)** means a point in time when the voltage first varied below 90% of nominal voltage before returning to between 90% and 110% of nominal voltage.

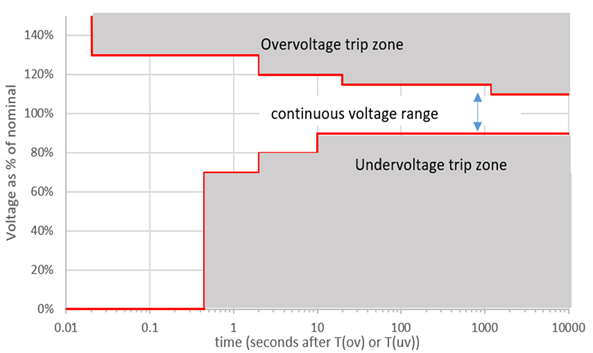


Figure A12.8.2.1: Voltage variations that a Generating System must ride through to meet the Ideal Generator Performance Standard

A12.8.3. Minimum Generator Performance Standard

A12.8.3.1. A Generating System must maintain Continuous Uninterrupted Operation where a power system disturbance causes the voltage to vary within the following ranges:

(a) voltage does not exceed 120% of nominal voltage after T(ov);

(b) voltage does not exceed 115% of nominal voltage for more than 0.1 seconds after T(ov);

(c) voltage does not exceed 110% of nominal voltage for more than 0.9 seconds after T(ov);

(d) voltage remains at 0% of nominal voltage for no more than 450 milliseconds after T(uv) subject to clause A12.8.3.2;

(e) voltage does not stay below 70% of nominal voltage for more than 450 milliseconds after T(uv);

(f) voltage does not stay below 80% of nominal voltage for more than 2.0 seconds after T(uv); and

(g) voltage does not stay below 90% of nominal voltage for more than 5.0 seconds after T(uv).

Where:

**T(ov)** means a point in time when the voltage first varied above 110% of nominal voltage before returning to between 90% and 110% of nominal voltage; and

**T(uv)** means a point in time when the voltage first varied below 90% of nominal voltage before returning to between 90% and 110% of nominal voltage.

A12.8.3.2. The duration of the zero percent voltage level may be relaxed through agreement with the Network Operator and BANANAS, but shall not be lower than the maximum Total Fault Clearance Time with no circuit breaker fail as specified in the Technical Rules.

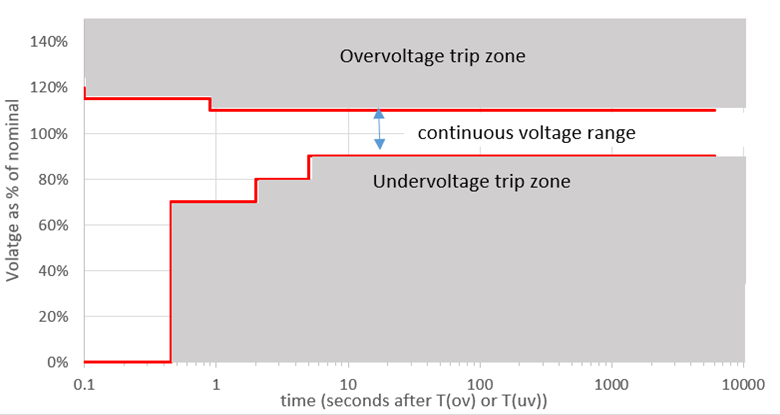
A12.8.3.3. Any operational arrangements necessary to ensure the Generating System and each of its operating Generating Units will meet its Generator Performance Standard must be provided as part of the Generator Performance Standard.

Figure A12.8.3.3: Voltage variations that a Generating System must ride through to meet the Minimum Generator Performance Standard

A12.8.4. Negotiation Criteria

A12.8.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.9. Technical Requirement: Disturbance Ride Through for Multiple Disturbances

*[Note: This Technical Requirement uses the term 'fault' to include a fault of the relevant type having a metallic conducting path.]*

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| **Explanatory Note**  Section A12.9 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. The changes also require Participants to advise of any specific temperature limitations in relation to fault current injection that can then be used to support assessment and will be recorded against the Technical Requirement.  Where a Technical Requirement references an Australian or international standard, Western Power and BANANAS will include guidance to participants on the relevant standards in the guidelines published under clause 3A.4.4.  The changes to clauses A12.9.2.5 and A.12.9.3.5 provide guidance as to where the initial pre-fault disturbance voltages should be measured from, with the Ideal Standard requiring that the initial level must be within a certain range, and the Minimum Standard allowing for the level to be agreed with Western Power and BANANAS as part of negotiation. |

A12.9.1. Common Requirements

A12.9.1.1. The Common Requirements for disturbance ride through for multiple disturbances as they apply to different Generating Systems, is specified in Table A12.9.1.1:

|  |  |
| --- | --- |
| Type of Generating System | Relevant requirement |
| Generating System comprised solely of Synchronous Generating Units. | Clause A12.9.1.3, clause A12.9.1.2, clause A12.9.1.4, clause A12.9.1.5, clause A12.9.1.7 and clause A12.9.1.8. |
| Generating System comprised solely of Asynchronous Generating Units. | Clause A12.9.1.3, clause A12.9.1.2, clause A12.9.1.4, clause A12.9.1.6, clause A12.9.1.7 and clause A12.9.1.8. |
| Generating System comprised of Synchronous Generating Units and Asynchronous Generating Units. | Clause A12.9.1.3, clause A12.9.1.2, clause A12.9.1.4, clause A12.9.1.7, clause A12.9.1.8 and:  (a) for that part of the Generating System comprised of Synchronous Generating Units, clause A12.9.1.5;  (b) for that part of the Generating System comprised of Asynchronous Generating Units, clause A12.9.1.6. |

**Table A12.9.1.1: Common Requirements for Disturbance Ride through for Multiple Disturbances**

*All Generating Systems*

A12.9.1.2. Any relevant disconnection settings must be provided as part of the Generator Performance Standard.

A12.9.1.3. The Generator Performance Standard must include any operational arrangements to ensure the Generating System, including all operating Generating Units, will meet their agreed performance levels under abnormal Network or Generating System conditions.

A12.9.1.4. When assessing multiple disturbances, a fault that is re-established following operation of automatic reclose Protection Scheme shall be counted as a separate disturbance.

*Synchronous Generating Systems and units*

A12.9.1.5. For a Generating System comprised solely of Synchronous Generating Units, the reactive current contribution must equal or exceed 250% of the Maximum Continuous Current of the Generating System. For a Synchronous Generating Unit in any other Generating System, the reactive current contribution must equal or exceed 250% of the Maximum Continuous Current of that Synchronous Generating Unit.

*Asynchronous Generating Systems*

A12.9.1.6. For a Generating System comprised of Asynchronous Generating Units:

(a) the reactive current contribution must equal or exceed the Maximum Continuous Current of the Generating System, including all operating Asynchronous Generating Units;

(b) [Blank]

(c) the reactive current contribution required may be calculated using phase to phase, phase to ground or sequence components of voltages. The ratio of the negative sequence to positive sequence components of the reactive current contribution must be agreed with BANANAS and the Network Operator for the types of disturbances specified in this Technical Requirement; and

(d) the Generator Performance Standard must record all conditions (which may include temperature) considered relevant by BANANAS and the Network Operator under which the reactive current response is required.

*Measurement location and temperature limitations*

A12.9.1.7. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.9.1.8. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix, and the Market Participant responsible for the Transmission Connected Generating System must specify any thermal limitations that may limit the output of the Generating System or Generating Unit in relation to this Technical Requirement.

A12.9.2. Ideal Generator Performance Standard

A12.9.2.1. The Ideal Generator Performance Standard as it applies to different Generating Systems, is specified in Table A12.9.2.1:

|  |  |
| --- | --- |
| Type of Generating System | Relevant requirement |
| Generating System comprised solely of Synchronous Generating Units. | Clause A12.9.2.2, clause A12.9.2.3 and clause A12.9.2.4. |
| Generating System comprised solely of Asynchronous Generating Units. | Clause A12.9.2.2, clause A12.9.2.3 and clause A12.9.2.5 to clause A12.9.2.8. |
| Generating System comprised of Synchronous Generating Units and Asynchronous Generating Units. | Clause A12.9.2.2 and clause A12.9.2.3 and:  (a) for that part of the Generating System comprised of Synchronous Generating Units, clause A12.9.2.4;  (b) for that part of the Generating System comprised of Asynchronous Generating Units, clause A12.9.2.5 to clause A12.9.2.8. |

Table A12.9.2.1: Disturbance Ride through for Multiple Disturbances Ideal Generator Performance Standard

*All Generating Systems*

A12.9.2.2. A Generating System and each of its operating Generating Units must remain in Continuous Uninterrupted Operation for any disturbances caused by:

(a) a Credible Contingency;

(b) a three phase fault in a Transmission System cleared by all relevant primary Protection Systems; and

(c) a two phase to ground, phase to phase or phase to ground fault in a transmission or distribution system or a three phase fault in a distribution system cleared in:

(i) the longest time expected to be taken for a relevant breaker fail Protection System to clear the fault; or

(ii) if a Protection System referred to in clause A12.9.2.2.(c)(i) is not installed, the greater of 450 milliseconds and the longest time expected to be taken for all relevant primary Protection Systems to clear the fault,

provided that the event is not one that would disconnect the Generating Unit from the SWIS by removing Network elements from service or as a result of the operation of an existing inter-trip, Protection Scheme or runback scheme approved by the Network Operator and BANANAS.

A12.9.2.3. A Generating System and each of its operating Generating Units must remain in Continuous Uninterrupted Operation for a series of up to 15 disturbances within any 5 minute period.

*Synchronous Generating Systems*

A12.9.2.4. Subject to any changed power system conditions or energy source availability beyond the operator of the Generating System’s reasonable control, a Generating System comprised of Synchronous Generating Units, in respect of the faults referred to in clause A12.9.2.2, must supply to, or absorb from, the Network:

(a) to assist the maintenance of power system voltages during the fault, capacitive reactive current of at least the greater of its pre-disturbance reactive current and 4% of the Maximum Continuous Current of the Generating System including all operating Synchronous Generating Units (in the absence of a disturbance) for each 1% reduction (from the level existing just prior to the fault) of Connection Point voltage or another agreed location in the SWIS (including within the Generating System) during the fault;

(b) after clearance of the fault, Reactive Power sufficient to ensure that the Connection Point voltage or another agreed location in the SWIS (including within the Generating System) is within the range for Continuous Uninterrupted Operation; and

(c) from 100 milliseconds after clearance of the fault, Active Power of at least 95% of the level existing just prior to the fault.

*Asynchronous Generating Systems*

A12.9.2.5. Subject to any changed power system conditions or energy source availability beyond the operator of the Generation System’s reasonable control, a Generating System comprised of Asynchronous Generating Units, for the faults referred to in clause A12.9.2.2, must have equipment capable of supplying to, or absorbing from, the Network:

(a) to assist the maintenance of power system voltages during the fault:

(i) capacitive reactive current in addition to its pre-disturbance level of at least 4% of the Maximum Continuous Current of the Generating System including all operating Asynchronous Generating Units (in the absence of a disturbance) for each 1% reduction of voltage at the Connection Point below a specified threshold level within the under-voltage range of 85% to 90% of nominal voltage, except where a Generating System is directly connected to the SWIS with no step-up or connection Transformer and voltage at the Connection Point is 5% or lower of nominal voltage; and

(ii) inductive reactive current in addition to its pre-disturbance level of at least 6% of the Maximum Continuous Current of the Generating System including all operating Asynchronous Generating Units (in the absence of a disturbance) for each 1% increase of voltage at the Connection Point above a specified threshold level within the over-voltage range of 110% to 115% of nominal voltage,

during the disturbance and maintained until Connection Point voltage recovers to between 90% and 110% of nominal voltage, or such other range agreed with the Network Operator and BANANAS; and

(b) from 100 milliseconds after clearance of the fault, Active Power of at least 95% of the level existing just prior to the fault.

A12.9.2.6. The under-voltage and over-voltage range referred to in clause A12.9.2.5(a)(i) and clause A12.9.2.5(a)(ii) may be varied with the agreement of the Network Operator and BANANAS (provided the magnitude of the range between the upper and lower bounds remains at 5%).

A12.9.2.7. The reactive current response referred to in clause A12.9.2.5(a)(i) and clause A12.9.2.5(a)(ii) must have a Rise Time of no greater than 40 milliseconds and a Settling Time of no greater than 70 milliseconds and must be Adequately Damped.

A12.9.2.8. Subject to a Generating System's thermal limitations as specified in clause A12.9.1.8 and energy source availability, a Generating System must make available at all times:

(a) sufficient current to maintain rated output in accordance with the relevant Australian Standard or ISO Standard for Asynchronous Generating Units of the Generating System including all operating Generating Units (in the absence of a disturbance), for all Connection Point voltages above 115% (or otherwise, above the agreed over-voltage range). The details regarding which relevant Australian Standard or ISO Standard applies is documented in the guidelines published by the Network Operator under clause 3A.4.4; and

(b) the Maximum Continuous Current of the Generating System including all operating Generating Units (in the absence of a disturbance) for all Connection Point voltages below 85% (or otherwise, below the agreed under-voltage range),

despite the amount of reactive current injected or absorbed during voltage disturbances, except that BANANAS and the Network Operator may agree limits on active current injection where required to maintain Power System Security and/or the Quality of Supply to other Equipment connected to the SWIS.

A12.9.3. Minimum Generator Performance Standard

A12.9.3.1. The Minimum Generator Performance Standard as it applies to different Generating Systems, is specified in Table A12.9.3.1:

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| --- | --- |
| Type of Generating System | Relevant requirement |
| Generating System comprised solely of Synchronous Generating Units. | Clause A12.9.3.2, clause A12.9.3.3 clause A12.9.3.4. |
| Generating System comprised solely of Asynchronous Generating Units. | Clause A12.9.3.2, clause A12.9.3.3 and clause A12.9.3.5 to clause A12.9.3.8. |
| Generating System comprised of Synchronous Generating Units and Asynchronous Generating Units. | Clause A12.9.3.2 and clause A12.9.3.3 and:  (a) for that part of the Generating System comprised of Synchronous Generating Units, clause A12.9.3.4;  (b) for that part of the Generating System comprised of Asynchronous Generating Units, clause A12.9.3.5 to clause A12.9.3.8. |

Table A12.9.3.1: Disturbance Ride through for Multiple Disturbances Minimum Generator Performance Standard

*All Generating Systems*

A12.9.3.2. A Generating System and each of its operating Generating Units must remain in Continuous Uninterrupted Operation for any disturbance caused by:

(a) a Credible Contingency; or

(b) a single phase to ground, phase to phase or two phase to ground fault or three phase fault in a transmission or distribution system cleared in the longest time expected to be taken for all relevant primary Protection Systems to clear the fault,

provided that the event is not one that would disconnect the Generating Unit from the SWIS by removing Network elements from service or as a result of the operation of an inter-trip, Protection Scheme or runback scheme approved by the Network Operator and BANANAS.

A12.9.3.3. A Generating System and each of its operating Generating Units must remain in Continuous Uninterrupted Operation for a series of up to 6 disturbances within any 5 minute period.

*Synchronous Generating Systems*

A12.9.3.4. After clearance of a fault, a Generating System comprised of Synchronous Generating Units, in respect of the faults referred to in clause A12.9.3.2 must:

(a) deliver Active Power to the Network, and supply or absorb leading or lagging Reactive Power, sufficient to ensure that the Connection Point voltage or another location in the SWIS (including within the Generating System), as specified by the Network Operator, is within the range for Continuous Uninterrupted Operation agreed under the relevant Generator Performance Standard; and

(b) return to at least 95% of the pre-fault Active Power output within a period of time agreed by BANANAS and the Network Operator.

*Asynchronous Generating Systems*

A12.9.3.5. Subject to a Generating System's thermal limitations as specified in clause A12.9.1.8 and any changed power system conditions or energy source availability beyond the operator of the Generating System’s reasonable control, a Generating System comprised of Asynchronous Generating Units, for the faults referred to in clause A12.9.3.2, must have equipment capable of supplying to, or absorbing from, the Network:

(a) to assist the maintenance of power system voltages during the fault:

(i) capacitive reactive current in addition to its pre-disturbance level of at least 2% of the Maximum Continuous Current of the Generating System including all operating Asynchronous Generating Units (in the absence of a disturbance) for each 1% reduction of voltage at the Connection Point below a specified threshold level agreed by the Network Operator and BANANAS within the under-voltage range of 80% to 90% of nominal voltage, except where:

1. voltage at the Connection Point is 15% or lower of nominal voltage; or

2. where the Generating System is directly connected to the SWIS with no step-up or connection Transformer and voltage at the Connection Point is 20% or lower of nominal voltage; and

(ii) inductive reactive current in addition to its pre-disturbance level of at least 2% of the Maximum Continuous Current of the Generating System including all operating Asynchronous Generating Units (in the absence of a disturbance) for each 1% increase of voltage at the Connection Point above a specified threshold level agreed by the Network Operator and BANANAS within the over-voltage range of 110% to 120% of nominal voltage,

during the disturbance and maintained until the Connection Point voltage recovers to between 90% and 110% of nominal voltage, or such other range agreed with the Network Operator and BANANAS; and

(b) returning to at least 95% of the pre-fault Active Power output, after clearance of the fault, within a period of time agreed by the operator, BANANAS and the Network Operator.

A12.9.3.6. The under-voltage and over-voltage range referred to in clause A12.9.3.5(a)(i) and clause A12.9.3.5(a)(ii) may be varied with the agreement of the Network Operator and BANANAS (provided the magnitude of the range between the upper and lower bounds remains at 10%).

A12.9.3.7. Where BANANAS and the Network Operator require the Generating System to sustain a response duration of 2 seconds or less, the reactive current response referred to in clause A12.9.3.5(a)(i) and clause A12.9.3.5(a)(ii) must have a Rise Time of no greater than 40.0 milliseconds and a Settling Time of no greater than 70.0 milliseconds and must be Adequately Damped.

A12.9.3.8. Where BANANAS and the Network Operator require the Generating System to sustain a response duration of greater than 2 seconds, the reactive current Rise Time and Settling Time must be as soon as practicable and must be Adequately Damped. The Rise Time and Settling Time must be provided as part of the Generator Performance Standard.

A12.9.4. Negotiation Criteria

A12.9.4.1. A Proposed Negotiated Generator Performance Standard may be accepted if the connection of the Generating System at the proposed performance level would not cause other Generating Systems or Loads to trip as a result of an event, when they would otherwise not have tripped for the same event.

A12.10. Technical Requirement: Disturbance Ride Through for Partial Load Rejection

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| **Explanatory Note**  Section A12.10.1 is revised to provide clarity on where the requirement is to be measured from and the temperatures and outputs over which the Technical Requirement applies. There are also some minor wording changes to aid reading and make use of standard defined terms. |

A12.10.1. Common Requirements

A12.10.1.1. In relation to the application of this Technical Requirement, the requirements apply at the Connection Point unless otherwise specified in the relevant clause, or the Network Operator or BANANAS determines that the Technical Requirement must be measured at a different location for the particular Generating Unit or Generating System, in which case the measurement location must be recorded as part of the relevant Generator Performance Standard.

A12.10.1.2. In relation to the application of this Technical Requirement, unless otherwise specified in the relevant clause, the requirements apply when operating at any Active Power and Reactive Power level as permitted or required under the other Technical Requirements in this Appendix, and at all temperatures up to and including the Maximum Temperature.

A12.10.2. Ideal Generator Performance Standard

A12.10.2.1. A Generating System and each of its operating Generating Units must be capable of Continuous Uninterrupted Operation during and following a sudden reduction in Active Power generation as a result of a Contingency Event, provided that the reduction is less than 30% of the Generating System's Rated Maximum Active Power and the Active Power generation remains above the Generating System's Rated Minimum Active Power output level.

A12.10.3. Minimum Generator Performance Standard

A12.10.3.1. A Generating System must be capable of Continuous Uninterrupted Operation during and following a sudden reduction in Active Power generation as a result of a Contingency Event, provided that the reduction is less than 5% of the Generating System's Rated Maximum Active Power and the Active Power generation remains above the Generating System's Rated Minimum Active Power output level.

A12.10.4. Negotiation Criteria

A12.10.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.11. Technical Requirement: Disturbance Ride Through for Quality of Supply

A12.11.1. Common Requirements

A12.11.1.1. There are no Common Requirements for this Technical Requirement.

A12.11.2. Ideal Generator Performance Standard

A12.11.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Disturbance Ride Through for Quality of Supply.

A12.11.3. Minimum Generator Performance Standard

A12.11.3.1. A Generating System including each of its operating Generating Units and reactive Equipment, must not disconnect from the SWIS as a result of voltage fluctuation, harmonic voltage distortion and voltage unbalance conditions at the Connection Point within the levels specified for flicker, harmonics and negative phase sequence voltage in the Technical Rules.

A12.11.4. Negotiation Criteria

A12.11.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.12. Technical Requirement: Quality of Electricity Generated

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| **Explanatory Note**  Section A12.12 is revised to remove the linkages to specified standards that change over time, and instead link to the limits specified by the Network Operator. Western Power will subsequently provide guidance for Participants on the relevant levels in the guidelines published under clause 3A.4.4. |

A12.12.1. Common Requirements

A12.12.1.1. A Generating System, when generating and when not generating, must not produce, at any of its Connection Points for generation, voltage imbalance greater than the limits determined by the Network Operator as necessary to achieve the requirements specified for negative phase sequence voltage at the Connection Point in the Technical Rules.

A12.12.2. Ideal Generator Performance Standard

A12.12.2.1. A Generating System, when generating and when not generating, must not produce at any of its Connection Points for generation:

(a) voltage fluctuation greater than the limits allocated by the Network Operator that are no more onerous than the lesser of the acceptance levels determined in accordance with either of the stage 1 or the stage 2 evaluation procedures defined in AS/NZS 61000.3.7:2001; and

(b) harmonic voltage distortion greater than emission limits allocated by the Network Operator that are no more onerous than the lesser of the acceptance levels determined in accordance with either of the stage 1 or the stage 2 evaluation procedures defined in AS/NZS 61000.3.6:2001.

A12.12.3. Minimum Generator Performance Standard

A12.12.3.1. A Generating System, when generating and when not generating, must not produce at any of its Connection Points for generation:

(a) voltage fluctuations greater than limits determined by the Network Operator through the negotiation using the stage 3 evaluation procedure defined in AS/NZS 61000.3.7:2001, with the Market Participant responsible for the Transmission Connected Generating System agreeing to fund any works necessary to mitigate adverse effects from accepting this emission level; and

(b) Harmonic voltage distortion greater than emission limits determined by the Network Operator through the negotiation using the Stage 3 evaluation procedure defined in AS/NZS 61000.3.6:2001 with the Market Participant responsible for the Transmission Connected Generating System agreeing to fund any works necessary to mitigate adverse effects from accepting this emission level.

A12.12.4. Negotiation Criteria

A12.12.4.1. A Proposed Negotiated Generator Performance Standard must not prevent the Network Operator meeting each SWIS Operating Standard or contractual obligations to existing holders of Arrangements for Access.

A12.13. Technical Requirement: Generation Protection Systems

A12.13.1. Common Requirements

A12.13.1.1. There are no Common Requirements for this Technical Requirement.

A12.13.2. Ideal Generator Performance Standard

A12.13.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Generation Protection Systems.

A12.13.3. Minimum Generator Performance Standard

A12.13.3.1. A Generating System must meet the protection requirements specified in the Technical Rules for both Generating Systems and the Transmission System (where relevant), including the requirement for faults to be cleared within maximum Total Fault Clearance Times specified in the Technical Rules or, where specified, a Critical Fault Clearance Time developed by the Network Operator.

A12.13.3.2. All Protection Schemes must have the relevant level of redundancy as specified in the Technical Rules and must operate to clear faults within the prescribed times.

A12.13.3.3. Anti-islanding protection must be installed and made available to ensure the Generating System is prevented from supplying an isolated portion of the SWIS when it is not secure to do so. The details regarding the performance requirements for anti-islanding systems for Transmission Connected Generating Systems are documented in accordance with the guidelines produced by the Network Operator under clause 3A.4.4.

A12.13.3.4. All Protection Schemes necessary to disconnect the Generating System during abnormal conditions in the power system that would threaten the stability of the Generating System, or risk damage to the Generating System, must be installed and available. The settings of these Protection Schemes must deliver the required performance for disturbance ride through specified in Part A12.7, Part A12.8 and Part A12.9 of this Appendix 12 and form part of the Generator Performance Standard.

A12.13.3.5. All Protection Scheme settings referred to in this Appendix must be made available to the Network Operator and BANANAS.

A12.13.4. Negotiation Criteria

A12.13.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.14. Technical Requirement: Remote Monitoring Requirements

A12.14.1. Common Requirements

A12.14.1.1. There are no Common Requirements for this Technical Requirement.

A12.14.2. Ideal Generator Performance Standard

A12.14.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Remote Monitoring Requirements.

A12.14.3. Minimum Generator Performance Standard

A12.14.3.1. The Network Operator or BANANAS may require Remote Monitoring Equipment to be installed in order to enable the Network Operator or BANANAS to monitor the performance of a Generating Unit (including its dynamic performance) remotely, where this is necessary in real time for control, planning or Power System Security.

A12.14.3.2. All Remote Monitoring Equipment installed, upgraded, modified or replaced (as applicable) under clause A12.14.3.1, must conform to the Communication Standard as it applies Remote Monitoring Equipment and must be compatible with the Network Operator's and BANANAS's SCADA system, including the requirements of the Nomenclature Standards.

A12.14.3.3. The Remote Monitoring Equipment must provide for the signals specified in the WEM Procedure described in clause 2.35.4 and such other information required by the Network Operator or BANANAS.

A12.14.3.4. The Remote Monitoring Equipment must be kept available at all times, subject to Outages as agreed by BANANAS.

A12.14.4. Negotiation Criteria

A12.14.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.15. Technical Requirement: Remote Control Requirements

A12.15.1. Common Requirements

A12.15.1.1. There are no Common Requirements for this Technical Requirement.

A12.15.2. Ideal Generator Performance Standard

A12.15.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Remote Control Requirements.

A12.15.3. Minimum Generator Performance Standard

A12.15.3.1. The Network Operator or BANANAS may, for any Generating Unit which may be unattended when connected to the Transmission System, require Remote Control Equipment to be installed in order to enable the Network Operator or BANANAS to disconnect a Generating Unit from the Transmission System.

A12.15.3.2. All Remote Control Equipment installed, upgraded, modified or replaced (as applicable) under clause A12.15.3.1 must conform to the Communication Standard and must be compatible with the Network Operator's SCADA system, including the requirements of Nomenclature Standards.

A12.15.3.3. The Remote Control Equipment must be kept available at all times, subject to Outages as agreed by BANANAS.

A12.15.4. Negotiation Criteria

A12.15.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.16. Technical Requirement: Communications Equipment Requirements

A12.16.1. Common Requirements

A12.16.1.1. There are no Common Requirements for this Technical Requirement.

A12.16.2. Ideal Generator Performance Standard

A12.16.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Communications Equipment Requirements.

A12.16.3. Minimum Generator Performance Standard

A12.16.3.1. Communications paths must be provided and maintained (with redundancy consistent with the standard developed by BANANAS to meet the Communication Standard) between the Remote Monitoring Equipment and Remote Communication Equipment installed at any of its Generating Units to a communications interface at the relevant Power Station and in a location acceptable to the Network Operator. Communications systems between this communications interface and the Network Operator’s Control Centre are the responsibility of the Network Operator, unless otherwise agreed.

A12.16.3.2. A Market Participant responsible for the Transmission Connected Generating System must provide and maintain a speech communication channel (Primary Speech Communication Channel) by means of which routine and emergency control telephone calls may be established between the operator of the Generation System and BANANAS or the Network Operator, whichever is applicable.

A12.16.3.3. The Primary Speech Communication Channel must meet any requirements specified in the Communication Standard.

A12.16.3.4. Where the public switched telephone network is to be used as the Primary Speech Communication Channel, a sole-purpose connection must be provided, which must be used only for operational communications.

A12.16.3.5. The communications paths to any applicable Remote Monitoring Equipment or Remote Communication Equipment must be kept available at all times, subject to Outages as agreed by BANANAS.

A12.16.3.6. The Primary Speech Communication Channel must be maintained in good working order.

A12.16.4. Negotiation Criteria

A12.16.4.1. There are no Negotiation Criteria for this Technical Requirement.

A12.17. Technical Requirement: Generation System Model

A12.17.1. Common Requirements

A12.17.1.1. There are no Common Requirements for this Technical Requirement.

A12.17.2. Ideal Generator Performance Standard

A12.17.2.1. The Ideal Generator Performance Standard is the same as the Minimum Generator Performance Standard for Generation System Model.

A12.17.3. Minimum Generator Performance Standard

A12.17.3.1. All modelling data described in the WEM Procedure referred to in clause 3A.4.2 must be provided to the Network Operator within the timeframes specified in the WEM Procedure, as updated from time to time.

A12.17.3.2. The modelling data provided must be sufficient to enable the Network Operator or BANANAS to predict the output of the Generation System under all power system conditions.

A12.17.3.3. The observed performance of the Generation System must match the predicted performance of the Generation System using the Generation System Model, as assessed by the Network Operator or BANANAS.

A12.17.3.4. The relevant Market Participant must provide updates to the Generation System Model in order to meet the requirements of this Technical Requirement in accordance with the timeframes specified in the WEM Procedure referred to in clause 3A.4.2, as updated from time to time.

A12.17.4. Negotiation Criteria

A12.17.4.1. There are no Negotiation Criteria for this Technical Requirement.

Appendix 13: Frequency Operating Standards System Frequency Outcomes

**TABLE 1 – SUMMARY OF SYSTEM FREQUENCY OUTCOMES FOR THE SOUTH WEST INTERCONNECTED SYSTEM**

|  |  |  |  |
| --- | --- | --- | --- |
| **Condition** | **Contain Band (Hz)** | **Stabilise (Hz)** | **Recover (Hz)** |
| **Normal Operating Frequency Band** | 49.8 to 50.2 Hz (99% of the time over any rolling 30-day period) | N/A | N/A |
| **Normal Operating Frequency Excursion Band** | 49.7 to 50.3 Hz | 49.8 to 50.2 Hz within 5 minutes | N/A |
| **Credible Contingency Event Frequency Band** | 48.75 to 51 Hz | For over-frequency events: below 50.5 Hz within 2 minutes | 49.8 to 50.2 Hz within 15 minutes |
| **Island Separation Frequency Band** | 48.75 to 51 Hz | For over-frequency events: below 50.5 Hz within 2 minutes | 49.8 to 50.2 Hz within 15 minutes |
| **Extreme Frequency Tolerance Band** | 47 to 52 Hz (reasonable endeavours) | 48.0 to 50.5 Hz within 5 minutes (reasonable endeavours) and:  For under-frequency events: above 47.5 Hz within 10 seconds (reasonable endeavours).  For over-frequency events: below 51.5 Hz within 1 minute; and below 51 Hz within 2 minutes (reasonable endeavours) | 49.8 to 50.2 Hz within 15 minutes (reasonable endeavours) |
| **Rate of Change of Frequency Safe Limit** | 0.25 Hz over any 500 millisecond period | N/A | N/A |

**TABLE 2 – SUMMARY OF SYSTEM FREQUENCY OUTCOMES FOR ISLANDS WITHIN THE SOUTH WEST INTERCONNECTED SYSTEM**

|  |  |  |
| --- | --- | --- |
| **Condition** | **Contain (Hz)** | **Recover (Hz)** |
| **Normal Operating Frequency Band** | 49.5 to 50.5 Hz (reasonable endeavours) | N/A |
| **Credible Contingency Event Frequency Band** | 48.75 to 51 Hz (reasonable endeavours) | 49.5 to 50.5 Hz (as soon as practicable) |
| **Island Separation Frequency Band** | 48.75 to 51 Hz (reasonable endeavours) | 49.5 to 50.5 Hz (as soon as practicable) |
| **Extreme Frequency Tolerance Band** | 47 to 52 Hz (reasonable endeavours) | 49.5 to 50.5 Hz (as soon as practicable) |
| **Rate of Change of Frequency Safe Limit** | 0.25 Hz over any 500 millisecond period (reasonable endeavours) | N/A |

**Notes**

This is a compilation of the Wholesale Electricity Market Rules. When this compilation was prepared, provisions referred to in the following table had not come into operation and were therefore not included in this compilation.

**Provision that has not come into operation**

|  |  |  |
| --- | --- | --- |
| Citation | Gazettal | Commencement |
| Amending Rules 2016, Schedule B, Part 4 | 31 May 2016, p. 1709 | 8:00am on the day fixed by the Minister by order published in the *Gazette* |

#### Version history

| **Date** | **Amendment** | **Rule Change Reference** |
| --- | --- | --- |
| 15 December 2006 | All rules amended and published in the Government Gazette up to 15 December 2006. |  |
| 13 March 2007 | Minister amended clause 6.3B.1B(new). | *Electricity Industry (Wholesale Electricity Market) Regulations 2004* (WA), regulation 6(2). |
| 10 May 2007 | IMO amended clauses 7.9.1, 7.9.2, 7.9.4, 7.9.5, 7.9.6, 7.9.8, 7.9.11, and 7.9.12. | RC\_2007\_01 |
| 1 July 2007 | IMO amended clause 4.26.2. | RC\_2007\_05 |
| 1 September 2007 | IMO amended Appendix 5. | RC\_2007\_11 |
| 3 September 2007 | Updated the Glossary. |  |
| 1 October 2007 | IMO amended clauses 6.17.6, 7.7.5A and 7.7.5B. | RC\_2007\_02 |
| IMO amended clauses 3.16.9, 3.17.9, 3.18.11 and 3.19.6. | RC\_2007\_03 |
| 4 October 2007 | IMO amended clauses 3.21.7 (new), 7.13.1 and 7.13.1A (new). | RC\_2007\_15 |
| IMO amended clauses 3.18.6, 3.21.4, 3.21.5 (new), 3.21.6 (new), 6.3A.2, 7.3.4 and 7.13.1. | RC\_2007\_16 |
| 15 October 2007 | IMO amended clauses 2.28.16 and 2.28.16B (new). | RC\_2007\_04 |
| 25 October 2007 | IMO amended clauses 6.4.6 (new), 6.5A.1 and 6.12.1. | RC\_2007\_06 |
| 1 November 2007 | IMO amended clauses 4.26.1, 4.26.3 and the Glossary. | RC\_2007\_08 |
| IMO amended clauses 1.4.1 and the Glossary. | RC\_2007\_17 |
| IMO amended clauses 2.37.1, 3.19.1, 3.21.6, 4.24.13, 6.5.1, 10.5.1 and the Glossary. | RC\_2007\_20 |
| 20 November 2007 | IMO amended clause 2.13.10. | RC\_2007\_07 |
| 1 December 2007 | IMO amended clause 4.12.6. | RC\_2007\_21 |
| IMO amended clauses 5.2.1 and 5.2.2. | RC\_2007\_22 |
| 18 December 2007 | IMO amended clause 4.16.5. | RC\_2007\_24 |
| 21 December 2007 | IMO amended clause 6.20.3. | RC\_2007\_26 |
| 1 February 2008 | IMO amended clauses 6.5.1A, 6.5.1C (new), 6.5.4, 6.17.1, 6.17.5, 6.21.2, 7.10.1, 9.8.1 and the Glossary. | RC\_2007\_10 |
| IMO amended clauses 6.17.6 and 7.13.1. | RC\_2007\_18 |
| IMO amended clause 4.28.8. | RC\_2007\_19 |
| 1 March 2008 | IMO amended clause 10.5.1. | RC\_2007\_13 |
| 20 March 2008 | IMO amended clauses 6.14.2, 6.14.3 and 6.14.4. | RC\_2008\_05 |
| 10 April 2008 | IMO amended clause 4.5.9. | RC\_2007\_28 |
| 20 April 2008 | IMO amended clauses 2.23.12, 3.11.8, 3.11.8A (new), 3.11.8B (new), 3.11.8C (new), 3.11.8D (new) and 3.13.1. | RC\_2008\_12 |
| 1 May 2008 | IMO amended clause 4.28.9, Appendix 5 and Appendix 5A (new). | RC\_2008\_09 |
| 2 May 2008 | IMO amended clauses 3.4.1 and 3.5.1. | RC\_2007\_31 |
| 15 May 2008 | IMO amended clauses 2.24.5 and 2.24.5A (new). | RC\_2008\_13 |
| 26 May 2008 | IMO amended clause 4.25.9. | RC\_2008\_01 |
| IMO amended clause 3.17.9. | RC\_2008\_02 |
| IMO amended clauses 3.16.4 and 3.17.5. | RC\_2008\_03 |
| 1 June 2008 | IMO amended clauses 4.26.1, 4.26.1A (new), 4.26.1B (new), 4.26.2, 4.26.3, and the Glossary. | RC\_2007\_36 |
| 24 June 2008 | IMO amended clauses 2.13.9 and 2.34.12. | RC\_2008\_04 |
| 1 July 2008 | IMO amended clauses 2.30.1A (new), 2.30.4, 2.30.5 and 4.23A.4 (new). | RC\_2008\_10 |
| 10 July 2008 | IMO amended clauses 4.25.4A (new), 4.25.4B (new), 4.25.4C (new) and 4.25.4D(new). | RC\_2008\_06 |
| IMO amended clauses 6.4.7 (new), 6.14.1, 6.14.1A (new), 6.14.7 (new) and 7.13.1B (new). | RC\_2008\_08 |
| 1 August 2008 | IMO amended clauses 2.34.14, 6.18.1, 6.18.2, 6.18.3, 6.20.1, 6.20.5, 6.20.7, 6.20.8, 10.5.1 and Appendix 1. | RC\_2008\_07 |
| IMO amended clauses 2.13.8 (b), 4.16.4 (e), 4.26.2, 6.14.4 (b), 7.7.5A (b), 9.10.1 and Appendix 5. | RC\_2008\_19 |
| 6 August 2008 | IMO amended clauses 2.26.1, 2.26.3, 2.26.4, 4.1.19, 4.16.3, 4.16.4, 4.16.5, 4.16.7, 4.16.8, 4.16.9 (new), 4.22.3 and Appendix 4. | RC\_2008\_11 |
| 20 August 2008 | IMO amended clauses 6.5.1 and 6.5A.1. | RC\_2008\_15 |
| 2 September 2008 | IMO amended clauses 3.21A.7, 3.21A.7A (new), 4.1.26, 4.10.1, 4.27.10, 4.27.10A (new), 4.27.11, 4.27.11A (new), 4.27.11B (new) , 4.27.11C (new), 4.27.11D (new), 4.27.12, 6.5.1A and 6.5.1C. | RC\_2008\_17 |
| 1 November 2008 | IMO amended clauses 4.11.5 and 10.2.2. | RC\_2008\_14 |
| IMO amended clauses 3.7.3(new), 3.7.4 (new), 3.7.5 (new) and 3.7.6 (new). | RC\_2008\_21 |
| IMO amended the Glossary. | RC\_2008\_23 |
| 18 November 2008 | IMO amended clauses 2.1.3 and 2.2.3. | RC\_2008\_18 |
| 1 January 2009 | IMO amended clause 4.12.1. | RC\_2008\_26 |
| IMO amended clauses 4.28.3 and 4.28.4. | RC\_2008\_27 |
| 1 February 2009 | IMO amended clauses 4.26.1 and 4.26.1A. | RC\_2008\_24 |
| IMO amended clause 4.28A.1. | RC\_2008\_25 |
| IMO amended clauses 4.24.3 and 4.24.15. | RC\_2008\_28 |
| IMO amended clause 2.33.4. | RC\_2008\_29 |
| IMO amended clauses 7.9.1, 7.9.1A (new) and 7.9.5. | RC\_2008\_40 |
| 16 February 2009 | IMO amended clauses 4.13.1, 4.13.10, 4.13.10A (new), 4.13.11 , 4.13.11A (new) and 4.13.11B (new). | RC\_2008\_30 |
| IMO amended clauses 2.12, 2.14.5A (new), 2.14.6A (new), 2.14.6B (new), 2.14.7, 2.14.8(new) and 2.14.9 (new). | RC\_2008\_33 |
| 1 March 2009 | IMO amended clauses 2.29.5, 2.29.8A (new), 2.29.9A (new), 2.29.9B (new), 2.29.9C (new), 4.8.3, 4.10.1, 4.11.1, 4.11.4, 4.11.4A (new), 4.12.8 (new), 4.14.1, 4.25.4E (new), 4.25.4F (new), 4.26.2C (new), 7.7.10 (new), 7.13.1 and the Glossary. | RC\_2008\_20 |
| 18 March 2009 | IMO amended clause 7.10.5 and 7.10.5A (new). | RC\_2009\_09 |
| 17 April 2009 | IMO amended the Glossary. | RC\_2009\_12 |
| 27 April 2009 | IMO amended clauses 1.4.1, 2.5.7 and 4.11.5. | RC\_2009\_01 |
| IMO amended clause 2.8.13. | RC\_2009\_02 |
| IMO amended clauses 2.10.6, 2.10.13, 2.10.14, 2.10.15, 2.10.16 and the Glossary. | RC\_2009\_04 |
| 1 May 2009 | IMO amended clause 8.6.1 and Appendix 5. | RC\_2008\_32 |
| 1 June 2009 | IMO amended clauses 3.11.8E (new) and 6.17.6. | RC\_2008\_38 |
| 1 July 2009 | IMO amended clause 7.2.5. | RC\_2009\_03 |
| 6 July 2009 | IMO amended clauses 2.7.4, 2.7.5, 2.7.8, 2.28.4, 2.31.1, 2.31.5, 2.31.6, 2.31.12, 2.31.13, 2.31.21, 2.34.8, 2.37.8, 2.41.2, 2.41.3, 4.27.10, 5.2.1, 5.2.7, 5.4.2, 5.4.14, 5.5.3, 9.23.1, 9.23.1, 9.23.5, 9.23.6, 10.5.1 and the Glossary. | RC\_2009\_16 |
| 10 July 2009 | IMO made minor corrections. |  |
| 1 August 2009 | IMO amended clauses 7.2.3C and 7.3.6. | RC\_2009\_13 |
| 17 August 2009 | IMO amended clauses 3.18.4 and 3.18.5D (new). | RC\_2009\_05 |
| 24 August 2009 | IMO amended clauses 3.11.15 (new), 4.14.11 (new), 7.13.3 (new) and 10.2.7 (new). | RC\_2009\_26 |
| 1 October 2009 | IMO amended clauses 4.26.1, 4.26.1C (new), 4.26.2, 4.26.2D (new), 4.26.2E (new), 4.26.3 and 4.26.3A (new). | RC\_2008\_20 |
| IMO amended clause 4.26.1. | RC\_2009\_18 |
| IMO amended clauses 2.10.4 and 2.10.11. | RC\_2009\_24 |
| IMO amended clause 4.26.2D. | RC\_2009\_29 |
| 1 November 2009 | IMO amended clauses 4.2.7, 4.14.6 and Appendix 3. | RC\_2009\_07 |
| IMO amended clause 4.27.2. | RC\_2009\_19 |
| IMO amended clause 3.19.2. | RC\_2009\_20 |
| 30 November 2009 | IMO amended clauses 2.23.1, 2.23.2, 2.23.3, 2.23.5, 2.23.7, 2.23.12, 3.11.11, 3.11.14, 3.13.1, 3.13.3, 3.13.3A (new), 3.13.3B (new), 3.13.3C (new) and 3.22.1. | RC\_2009\_23 |
| 1 December 2009 | IMO amended clauses 4.1.26 and 4.11.1. | RC\_2009\_11 |
| 18 December 2009 | IMO amended clauses 1.4.1, 1.5.1, 2.1.2, 2.5.7, 2.5.14, 2.5.15, 2.7.6, 2.7.8, 2.8.9, 2.13.10, 2.14.1, 2.14.3, 2.16.2, 2.28.16B, 2.29.9, 2.30.5, 2.30B.3, 2.30B.5, 2.30B.9, 2.30B.11, 2.30C.1, 2.31.3, 2.32.4, 2.34.7, 3.10.2, 3.18.11, 3.18.11A, 3.19.6, 4.10.1, 4.11.1, 4.12.6, 6.3A.2, 6.5.1, 8.4.1, 8.4.2, 8.4.3, 8.4.4, 8.4.5, 8.5.2, 8.6.1, 8.6.2, 9.3.4, 9.9.1, 9.16.2, 9.23.4, 9.24.1, 9.24.2, 10.5.1, the Glossary, Appendix 4A and Appendix 5. | RC\_2009\_30 |
| 15 January 2010 | IMO amended clauses 2.3.1, 2.3.1A (new), 2.3.2, 2.3.5, 2.3.10, 2.3.14, 2.3.15, 2.3.17, 2.7.4, 2.7.5, 2.7.7, 2.10.8, 2.10.9, 2.10.13 and the Glossary. | RC\_2009\_28 |
| 20 January 2010 | IMO amended clauses 1.8.2, 1.9.7, 1.9.8, 1.9.9, 1.9.10 and Appendix 8. | RC\_2009\_41 |
| 1 February 2010 | IMO amended clauses 4.1.1, 4.1.1A, 4.5.2, 4.9.3, 4.11.1, 4.12.6, 4.15.1, 4.15.2, 4.28C (new) the Glossary and Appendix 3. | RC\_2009\_10 |
| 1 February 2010 | IMO amended clause 9.9.2. | RC\_2009\_21 |
| 1 March 2010 | IMO amended clause 10.5.1. | RC\_2009\_17 |
| 1 April 2010 | IMO amended clauses 4.26.2, 4.26.2E, 4.26.2F (new), 4.26.3. and 4.26.3A. | RC\_2010\_03 |
| 1 May 2010 | IMO amended clause 3.9.1. | RC\_2009\_40 |
| 1 June 2010 | IMO amended clauses 3.21A.2, 3.21A.3, 3.21A.4, 3.21A.7, 4.1.26, 4.12.6, 4.26.1A, 7.9.4. and the Glossary. | RC\_2009\_08 |
| IMO amended clauses 6.20.2, 6.20.7, 6.20.9, 6.20.9A (new) and 6.20.10. | RC\_2009\_35 |
| 1 July 2010 | IMO amended clause 3.13.3A. | RC\_2010\_01 |
| IMO amended clauses 4.1.2, 4.1.27, 4.13.5, 4.13.8, 4.13.10, 4.13.11, 4.23A.3, 4.24.1, 4.25.3A, 4.25.4, 4.25.4B, 4.25.4F, 4.25.8, 4.25.9, 4.25.12, 4.26.2C, 4.27.5, 4.27.6, 4.27.7, 4.27.8, 4.27.9, 4.27.10A, 4.27.11, 4.27.11A, 4.27.11D, 4.28C.2, 4.28C.4, 4.28C.7, 4.28C.8, 4.28C.9 and 4.28C.12. | RC\_2010\_02 |
| 1 September 2010 | IMO amended clauses 3.21A.7A, 4.1.26 and 4.26.1A. | RC\_2010\_16 |
| IMO amended clauses 2.8.1, 2.8.2, 2.11.1, 2.11.2, 2.13.17, 2.13.18, 2.13.22, 2.13.23, 2.13.24, 2.13.26, 2.13.28, 2.15.3, 2.16.9G, 2.16.9H, 2.17.3, 2.31.13, 2.32.1, 2.32.5, 2.32.6, 2.32.7, 10.2.2 and 10.5.1 and the Glossary. | RC\_2010\_18 |
| 1 October 2010 | IMO amended clauses 2.29.8B (new), 4.25.1, 4.25.2, 4.25.3B (new), 4.25.4, 4.25.9 and 4.25A (new). | RC\_2008\_20 |
| IMO amended clauses 6.16.1, 9.3.3, 9.18.3, 9.24.1, 9.24.3, 9.24.3A (new), 9.24.4, 9.24.5, 9.24.8, 9.24.8A (new), 9.24.9 and the Glossary. | RC\_2010\_04 |
| IMO amended clause 6.4.6. | RC\_2010\_10 |
| 1 November 2010 | IMO amended clauses 2.3.5, 2.3.5A (new) and 2.3.13. | RC\_2010\_15 |
| 1 December 2010 | IMO amended clauses 2.13.6, 2.13.6A (new), 2.13.6B (new), 2.13.6C (new), 2.13.6D (new), 2.13.6E (new), 2.13.6F (new), 2.13.6G (new), 2.13.6H (new),2.13.6I (new), 2.13.6J (new), 2.13.6K (new), 2.13.7, 2.13.8,, 7.10.5, 7.10.5B (new), 7.10.7, 10.5.1 and the Glossary. | RC\_2009\_22 |
| IMO amended clauses 2.10.7, 2.34.2A, 2.34.10, 2.37.5, 3.4.5, 3.5.6, 3.17.1, 3.17.6, 3.21.4, 3.21.7, 4.8.3, 6.2.2, 6.2.2A, 6.2A.2, 6.3A.2, 6.3A.3, 6.3B.1B, 6.3B.3, 6.3C.3, 6.3C.9, 6.4.1, 6.4.3, 6.5.1A, 6.5.2, 6.5A.2, 6.5C.2, 6.5.4, 6.5C.6, 6.6.2A, 6.6.5, 6.7.2, 6.14.1, 6.16.1, 6.18.2, 6.19.3, 6.19.4, 6.19.9, 6.20.1, 6.20.9A, 6.21.1, 6.21.2, 7.10.5, 7.11.3, 7.11.4, 7.11.6A, 7.11.9, 8.7.1, 9.4.5, 9.4.7, 9.17.3, 9.18.3, 9.19.5, 9.20.5, 9.20.7, 9.24.10, 10.5.1, 10.7.1, 10.8.2 and the Glossary. | RC\_2010\_26 |
| 1 January 2011 | IMO amended clauses 3.21A.16 (new) and 10.6.1. | RC\_2009\_08 |
| IMO amended clause 3.21A.16 | RC\_2010\_34 |
| 1 February 2011 | IMO amended clauses 3.21AA (new), 4.11.1, 7.10.2, 7.10.5A, 7.12.1, 7.13.1 and the Glossary. | RC\_2009\_37 |
| IMO amended clauses 4.24.1 and the Glossary. | RC\_2010\_35 |
| 1 April 2011 | IMO amended clauses 2.30.6, 2.30.7, 2.30.7A (new) and Appendix 2. | RC\_2010\_06 |
| IMO amended clauses 2.38.7 (new), 2.38.8 (new), 2.38.9 (new) and 4.13.7. | RC\_2010\_36 | |
| 1 May 2011 | IMO amended clauses 9.16.3 and 9.16.3A(new) and the Glossary. | RC\_2010\_19 | |
| IMO amended clauses 2.23.9, 2.23.11, 2.24.2, 2.24.2A (new), 2.24.2B (new) and 9.16.3. | RC\_2010\_20 | |
| IMO amended clauses 2.34.1, 2.34.12 and 7.7.4A. | RC\_2010\_21 | |
| IMO amended clauses 3.21.2, 3.21.6, 3.21.8 (new), 3.21.9 (new), 3.21.10 (new), 3.21.11 (new), 3.21.12 (new), 6.15.1, 6.15.2 and the Glossary. | RC\_2010\_23 | |
| 1 July 2011 | IMO amended clauses 2.1.2, 2.8.13, 2.17.1, 2.22.1, 2.37.6, 2.37.7, 2.37.8, 2.38.1, 2.38.2, 2.38.3, 2.38.4, 2.38.5, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, 5.2A (new), 5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.6, 5.3.7, 5.3.8, 5.3.9, 5.3A (new), 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.5.1, 5.5.2, 5.5.3, 5.5.4, 5.6.1, 5.6.2, 5.6.3, 5.7.1, 5.7.2, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.8.6, 5.8.7, 5.8.8, 5.9.1, 5.9.2 (new), 5.9.3 (new), 6.17.6, 7.1.1, 7.6.1A (new) 7.6.6, 7.13.1, 9.12.1, 9.12.2, 9.14.1, 9.14.2, 9.18.3, 9.24.3A, 10.5.1, the Glossary and Appendix 1. | RC\_2010\_11 | |
| IMO amended clauses 4.11.3A, 7.13.1C (new), 7.7.5B and 7.7.5E (new). | RC\_2010\_24 | |
| IMO amended clauses 2.29.5N (new), 2.29.5O(new), 2.31.23A (new) and Appendix 1. | RC\_2010\_29 | |
| 8 July 2011 | IMO amended clauses 2.24.1, 2.24.2, 4.1.8, 4.1.9, 4.1.10, 4.1.12, 4.1.13, 4.1.14, 4.1.15A (new), 4.1.16, 4.1.17, 4.1.18, 4.1.20, 4.1.21, 4.1.21A (new), 4.1.26, 4.2.7, 4.4.1, 4.7.1, 4.9.5, 4.9.9, 4.9.9A (new), 4.10.1, 4.10.2, 4.10.3. 4.10.4 (new), 4.11.1, 4.11.2, 4.11.3A, 4.11.5, 4.11.10 (new), 4.11.11 (new), 4.15.1, 4.20.1, 4.20.5A (new), 4.27.10, 4.27.10A, 4.27.11, 4.27.11A, 4.27.11B, 4.27.11C, 4.27.11D, 4.28C.1, 4.28C.2, 4.29.1, 10.5.1 and the Glossary. | RC\_2010\_14 | |
| 1 October 2011 | IMO amended clauses 6.17.6 and 7.7.5D. | RC\_2008\_20 | |
| IMO amended clauses 2.8.13, 4.1.21, 4.1.27, 4.9.9, 4.10.3, 4.11.2A (new), 4.11.3B (new), 4.13.1, 4.13.1A (new), 4.13.1B (new), 4.13.1C (new), 4.13.2, 4.13.2A (new), 4.13.2B (new), 4.13.2C (new), 4.13.3, 4.13.5, 4.13.8, 4.13.10, 4.13.10A, 4.13.10B (new), 4.13.10C (new), 4.13.11, 4.13.11A, 4.13.11B, 4.13.12, 4.13.13 (new), 4.13.14 (new), 4.20.1, 4.25.1, 4.25.2, 4.25.3B, 4.25.4B, 4.26.1, 4.26.1A, 4.28.4, 4.28C.8, 4.28C.8A (new), 4.28C.12, 4.28C.12A (new) and the Glossary. | RC\_2010\_12 | |
| IMO amended clause 4.26.1 and 4.26.1A. | RC\_2010\_22 | |
|  | IMO amended clauses 2.27.1, 2.27.2, 2.27.4, 2.29.1, 2.29.1A (new), 2.29.5, 2.29.5A (new), 2.29.5B (new), 2.29.5C (new), 2.29.5D (new), 2.29.5E (new), 2.29.5F (new), 2.29.5G (new), 2.29.5H (new), 2.29.5I (new), 2.29.5J (new), 2.29.5K (new), 2.29.5L (new), 2.29.5M (new), 2.29.8A, 2.29.8B, 2.29.9A, 2.29.9B, 2.29.9C, 2.30.3, 2.30.5, 2.30B.2, 2.30B.5, 2.33.1, 2.33.4, 2.35.1, 3.14.1, 3.17.5, 4.8.3, 4.10.1, 4.11.1, 4.11.4, 4.11.4A, 4.12.1, 4.12.4, 4.12.8, 4.14.1, 4.18.1, 4.18.2, 4.25.1, 4.25.2, 4.25.3B, 4.25.4, 4.25.4E, 4.25.4F, 4.25.9, 4.25.10, 4.25A, 4.25A.1, 4.25A.2, 4.25A.3, 4.25A.4, 4.25A.5, 4.26.1, 4.26.1A, 4.26.1B, 4.26.1C, 4.26.2, 4.26.2C, 4.26.2CA (new), 4.26.2D, 4.26.2E, 4.26.2F, 4.26.3, 4.26.3A, 4.26.4, 6.3A.2, 6.5A.1, 6.11.1, 6.11.2, 6.11A.1, 6.12.1, 6.15.2, 6.16.1, 6.16.2 (new), 6.17.6, 7.1.1, 7.2.2, 7.6.10, 7.7.3, 7.7.4, 7.7.4A, 7.7.10, 7.10.4, 7.13.1, 9.3.3, 9.3.4, 9.3.7, 9.13.1, 10.5.1, the Glossary, Appendix 1 and Appendix 3. | RC\_2010\_29 | |
| 1 November 2011 | IMO amended clauses 3.22.2, 3.22.3, 9.9.1, 9.9.1A, 9.9.2, 9.9.3, 9.9.3A (new), 9.9.3B (new), 9.9.4, 9.10A.1, 9.11.1 and the Glossary. | RC\_2010\_33 | |
| IMO amended clauses 2.8.11, 2.24.1, 2.24.2A, 2.34.12, 3.19.12, 3.21.9, 4.1.13, 4.1.18, 4.5.9, 4.10.1, 4.25.4F, 5.1.1, 6.3B.1B, 6.6.3A, 6.14.4, 7.6A.5, 9.20.5, 9.24.5, the Glossary, Appendix 1 and Appendix 3. | RC\_2011\_06 | |
| IMO amended clause 2.38.7. | RC\_2011\_04 | |
| IMO amended clause 7.6.3. | RC\_2011\_05 | |
| 1 December 2011 | IMO amended clause 2.31.23A. | RC\_2010\_29 | |
| IMO amended clauses 4.26.2, 4.26.2B and 4.26.5. | RC\_2011\_07 | |
| IMO amended clauses 4.12.4, 4.12.8, 4.26.2D and 7.6.10. | RC\_2011\_08 | |
| 1 January 2012 | IMO amended clause 4.1.11. | RC\_2010\_14 | |
| IMO amended clauses 4.10.1, 4.10.3, 4.10.3A (new), 4.11.2, 4.11.2A, 4.11.3A, 4.11.3B, 4.11.3C (new), 4.11.3D (new), 4.11.3E (new), 6.17.6, 7.7.5A, 7.7.5B, 7.7.5C, 7.7.5D, 7.7.5E, 7.7.9, 7.13.1, 7.13.1C, 10.5.1 ,the Glossary and Appendix 9 (new). | RC\_2010\_25 | |
| IMO amended clauses 2.10.17 (new), 2.10.18 (new) and 2.10.19 (new). | RC\_2011\_12 | |
| IMO amended clause 4.16.3. | RC\_2011\_13 | |
| 1 March 2012 | IMO amended clauses 2.17.1, 2.31.13, 2.32.7A (new), 2.32.7B (new), 2.32.7C (new), 2.32.7D (new), 2.32.7E (new), 2.32.7F (new) and the Glossary. | RC\_2010\_31 | |
| IMO amended clauses 2.33.1, 2.33.2, 2.33.3, 2.33.4, 3.2.1, 3.11.8A, 3.11.8B, 3.13.1, 3.13.3B, 3.13.3C, 3.14.3, 3.21B.7, 4.25.2, 4.28.5, 6.5C.6, 6.18.2, 7.2.3B, 7.6.2, 7.6A.5, 10.5.1, Appendix 1 and the Glossary. | RC\_2011\_11 | |
| 1 June 2012 | IMO amended clauses 1.10, 2.37.4, 7A.1.2 and 7A.1.16. | RC\_2011\_10 | |
| 6 June 2012 | IMO amended clause 4.5.12 and Appendix 3. | RC\_2011\_14 | |
| 1 July 2012 | IMO amended clauses 2.17.1, 4.1.21B (new), 4.12.6, 4.13.1B, 4.20.8 (new), 4.20.9 (new), 4.20.10 (new), 4.20.11 (new), 4.20.12 (new), 4.20.13 (new), 4.20.14 (new), 10.5.1 and the Glossary. | RC\_2010\_28 | |
|  | IMO amended clauses 1.10 (new), 2.1.2, 2.2.1, 2.2.2, 2.3.5, 2.10.2A (new), 2.13.6B, 2.13.6E, 2.13.6F, 2.13.6K, 2.13.9, 2.13.13A (new), 2.13.14, 2.16.2, 2.16.4, 2.16.7, 2.16.9, 2.16.9A, 2.16.9B, 2.16.9C, 2.16.9E, 2.16.9F, 2.16.9FB, 2.16.9G, 2.16.10, 2.16.12, 2.16.13, 2.17.1, 2.23.10, 2.34.1, 2.34.7, 2.34.7A (new), 2.34.7B (new), 2.34.7C (new), 2.34.12, 2.34.14, 2.36.1, 2.36.6, 2.36.7 (new), 2.36.8 (new), 2.36.9 (new), 2.36.10 (new), 2.37.4, 3.2.5, 3.4.4, 3.5.7, 3.9.1, 3.11.7, 3.11.7A, 3.11.8, 3.13.1, 3.13.3, 3.13.3A, 3.13.3AB (new), 3.14.1, 3.14.2, 3.21.6, 3.21A.13, 3.21A.14, 3.21AA, 3.22.1, 3.22.2, 3.22.3, 4.10.1, 4.11.1, 4.11.2, 4.11.3B, 4.11.4, 4.11.7, 4.11.10, 4.11.11, 4.11.12, 4.12.1, 4.12.4, 4.12.8, 4.14.4, 4.14.5, 4.23A.1, 4.23A.2, 4.25.3, 4.25.3A, 4.25.3B, 4.25.4, 4.25.7, 4.25.8, 4.25.9, 4.25.10, 4.25.11, 4.25.12, 4.25.14, 4.26.2, 4.26.2D, 5.7.4, 5.9.3, 6.2.4C, 6.3A.1, 6.3A.2, 6.4.6, 6.5.1, 6.5.1A, 6.5.1C, 6.5.4, 6.5A, 6.5C.1 (new), 6.5C.1A, 6.5C.2, 6.5C.7, 6.9.4, 6.11.1, 6.11.2, 6.11.3 (new), 6.11A, 6.12, 6.14, 6.15, 6.16.1A, 6.16.2, 6.16A (new), 6.16B (new), 6.17, 6.18, 6.19.1, 6.20.4, 6.20.6, 6.21.2, 7.1.1, 7.2.1, 7.2.3, 7.2.3A, 7.2.3B, 7.2.3C, 7.2.3D, 7.3.1, 7.3.2, 7.3.4, 7.5.1, 7.5.2, 7.5.3, 7.5.4, 7.5.7, 7.6.1, 7.6.1A, 7.6.1B (new), 7.6.1C (new), 7.6.1D (new), 7.6.2, 7.6.2A, 7.6.2B (new), 7.6.3, 7.6.4, 7.6.5, 7.6.5A, 7.6.6, 7.6.7, 7.6.8, 7.6.9, 7.6.10, 7.6.11, 7.6.12, 7.6.13, 7.6A.1, 7.6A.2, 7.6A.3, 7.6A.4, 7.6A.5, 7.6A.6, 7.6A.7, 7.6A.8, 7.7.1, 7.7.2, 7.7.3, 7.7.3A, 7.7.4, 7.7.4A, 7.7.5, 7.7.5A, 7.7.5B, 7.7.5C (new), 7.7.5D (new), 7.7.6, 7.7.6A (new), 7.7.6B (new), 7.7.7, 7.7.7A, 7.7.8, 7.7.9, 7.7.10, 7.8.1, 7.8.2, 7.9.1, 7.9.1A, 7.9.2, 7.9.4, 7.9.5, 7.9.6, 7.9.6A, 7.9.8, 7.10.1, 7.10.2, 7.10.3, 7.10.3A, 7.10.5, 7.10.5A, 7.10.5B, 7.10.6A, 7.10.7, 7.11.1, 7.11.5, 7.11.6, 7.11.6A (new), 7.11.6B, 7.11.7, 7.12.1, 7.13.1, 7.13.1A, 7.13.1B, 7.13.1C, 7.13.4 (new), 7A (new), 7B (new), 9.3.3, 9.3.4A, 9.7.1, 9.8.1, 9.9.1, 9.9.2, 9.9.3, 9.9.3A, 9.9.3B, 9.9.4, 9.10.1, 9.10A.1, 9.10A.2, 9.11.1, 9.18.3, 9.19.2, 9.22.6, 9.22.8, 10.2.2, 10.2.3, 10.2.5, 10.2.6, 10.5.1, 10.5.2 (new), 10.6.1, 10.7.1, 10.8.1, 10.8.2, Appendices and the Glossary. | RC\_2011\_10 | |
|  | IMO amended clause 9.9.2. | RC\_2012\_05 | |
|  | IMO amended clauses 6.17.3A and 6.17.4A. | RC\_2012\_08 | |
| 1 August 2012 | IMO amended clauses 2.30B.1, 2.30B.2, 2.30B.5, 2.30B.6, 2.30B.6A, 2.30B.7, 2.30B.8 and 2.30B.11. | RC\_2012\_01 | |
| 1 September 2012 | IMO amended clauses 3.18.6, 3.21.1 and 3.21.2. | RC\_2012\_04 | |
| 1 November 2012 | IMO amended clauses 2.22.3; 2.22.4; 2.22.6; 2.22.12; 2.23.3; 2.23.4; 2.23.5; 2.23.9; 2.23.12 and the Glossary. | RC\_2011\_02 | |
| 1 February 2013 | IMO amended clauses 6.16A.2 and 6.17.3A. | RC\_2012\_19 | |
| 1 March 2013 | IMO amended clause 3.21A.7. | RC\_2012\_15 | |
| 1 April 2013 | IMO amended clauses 3.21A.1, 3.21A.2, 3.21A.3, 3.21A.4, 3.21A.5, 3.21A.7, 3.21A.7A, 3.21A.8, 3.21A.9, 3.21A.10, 3.21A.11, 3.21A.12, 3.21A.13, 3.21A.14, 3.21A.15, 3.21A.16, 3.21A.17, 4.12.6, 4.26.1A, 7.9.4 and the Glossary. | RC\_2012\_12 | |
| 1 May 2013 | IMO amended clauses 4.5.9, 9.16.3, 9.16.3A and 9.19.1. | RC\_2012\_21  RC\_2012\_25 | |
| 15 May 2013 | IMO amended clause 7.2.3A. | RC\_2013\_06 | |
| 20 May 2013 | IMO amended clauses 2.27.1, 2.27.1A, 2.27.2, 2.27.2A, 2.27.3, 2.27.3A, 2.27.3B, 2.27.4, 2.27.5, 2.27.6, 2.27.7(new), 2.27.8(new), 2.27.9(new), 2.27.10(new), 2.27.11(new), 2.27.12(new), 2.27.13(new), 2.27.14(new), 2.27.15(new), 2.27.16(new), 2.27.17(new), 9.3.4A and the Glossary. | RC\_2012\_07 | |
| 1 June 2013 | IMO amended clauses 2.1.1, 2.1.3, 2.2.1, 2.5.6, 2.6.3A (new), 2.6.4, 2.7.7A (new), 2.7.8, 2.8.1, 2.8.3, 2.8.11, 2.10.2A, 2.11.1, 2.17.1, 2.17.2, 6.6.3A, 7A.2.19, 7B.2.17 and the Glossary. | RC\_2012\_06 | |
|  | IMO amended clauses 9.23.4. | RC\_2012\_24 | |
|  | IMO amended clauses 7B.1.6, 7B.2.10 and the Glossary. | RC\_2013\_03 | |
| 1 July 2013 | IMO amended clauses 2.22.8, 2.22.8A (new), 2.22.8B (new), 2.22.13, 2.22.14, 2.22.15 (new), 2.23.8, 2.23.8A (new), 2.23.8B (new), 2.23.13 (new) and 2.23.14 (new). | RC\_2011\_02 | |
|  | IMO amended clauses 4.11.1, 4.11.2 and the Glossary. | RC\_2012\_20 | |
|  | IMO amended clauses 2.13.9, 7.10.6, 7.10.6A and 7.10.7. | RC\_2013\_01 | |
| 1 August 2013 | IMO amended clause 6.15.2. | RC\_2013\_02 | |
| 12 August 2013 | IMO amended clauses 4.1.13, 4.13.9, 4.14.3, 4.14.10, 4.15.2, 4.20.5A, 4.20.5B, 4.20.5C and 4.20.5D. | RC\_2012\_03 | |
| 1 September 2013 | IMO amended clauses 7.9.1, 7.9.1A, 7.9.5, 7.9.13 (new), 7.9.14 (new), 7.9.15 (new), 7.9.16 (new), 7.9.17 (new), 7.9.18 (new) and 7.9.19 (new). | RC\_2012\_22 | |
| 2 September 2013 | IMO amended clauses 3.23 (new), 7A.3.7, 7A.3.7A (new) and the Glossary. | RC\_2013\_05 | |
| 23 September 2013 | IMO amended the Appendices and the Glossary. | RC\_2013\_11 | |
| 1 October 2013 | IMO amended clauses 3.18.6, 7.13.1D (new), 7.13.1E (new), 7.13.1F (new), 7.13.1G (new), 10.5.1 and 10.5.3 (new). | RC\_2012\_11 | |
| 1 November 2013 | IMO amended clauses 2.16.9F, 2.16.9FA and 2.16.9FB. | RC\_2009\_15 | |
| IMO amended clause 4.5.10. | RC\_2012\_09 | |
| IMO amended clauses 2.13.6L(new) and 6.17.9. | RC\_2012\_16 | |
| 25 November 2013 | IMO amended clauses 1.10.3, 2.2.2, 2.13.6B, 2.22.4, 2.22.8A, 2.22.12, 2.22.13, 2.22.14, 2.23.4, 2.23.8A, 2.23.12, 2.23.13, 2.29.4, 2.30A.2, 2.30B.3, 2.31.6, 2.31.8, 2.31.15, 2.31.16, 2.33.5, 2.34.2A, 3.3.2, 3.11.9, 3.13.3C, 3.16.9, 3.17.9, 3.18.2, 3.18.2A, 3.18.3, 3.18.11, 3.18.11A, 3.19.6, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.10, 4.1.11, 4.1.12, 4.1.13, 4.1.14, 4.1.15, 4.1.15A, 4.1.16, 4.1.17, 4.1.18, 4.1.20, 4.1.21, 4.1.21A, 4.1.21B, 4.1.23, 4.1.24, 4.5.10, 4.9.4, 4.9.5, 4.13.11, 4.13.11A, 4.14.1, 4.14.7, 4.14.11, 4.19.3, 4.20.1, 4.21.1, 4.23A.2, 4.23A.3, 4.23A.4, 4.24.2, 4.25.4E, 4.25.5, 4.25A.1, 4.25A.2, 4.25A.3, 4.25A.4, 4.25A.5, 4.27.10, 4.28.1, 4.28C.2, 6.3A.4, 6.6.10, 7.10.2, 7A.3.10, 7B.1.5, 9.5.2, 9.10, 9.10A, 9.16.1, 9.16.2, 9.16.4, 9.19.3, 9.20.5, 9.23.3, 9.23.6, 9.23.7, 10.5.1 and the Glossary. | RC\_2013\_07 | |
| 30 December 2013 | IMO amended clauses 1.11 (new) and 6.12.1. | RC\_2013\_18 | |
| 1 January 2014 | IMO amended clauses 2.25.1A (new), 2.25.1B (new), 2.25.4, 9.1.2, 9.16.3, 9.16.3A, 9.19.1 and the Glossary. | RC\_2013\_08 | |
|  | IMO amended clauses 1.10.2, 1.10.3, 2.2.2, 2.3.5, 2.16.7, 3.11.7A, 3.11.8, 3.13.3A, 3.13.3AB, 4.12.1, 4.14.4, 4.14.5, 4.23A.2, 4.26.2, 6.5.1, 6.5.1A, 6.5.4, 6.5C.1, 6.11.1, 6.11.3, 6.15.1, 6.15.2, 6.16B.1, 6.16B.2, 6.17.1, 6.17.5, 6.17.5A, 6.17.5B, 6.17.9, 6.17.10, 6.21.2, 7.5.4, 7.6.2, 7.6.2A, 7.6.12, 7.6A.1, 7.6A.2, 7.6A.3, 7.6A.4, 7.6A.5, 7.6A.6, 7.6A.7, 7.6A.8, 7.7.1, 7.10.7, 7.11.5, 7.12.1, 7.13.1, 7.13.1A, 7.13.1C, 7A.1.14, 7A.2.1, 7A.2.2, 7A.2.3, 7A.2.9, 7A.2.10, 7A.2.12, 7A.3.1, 7A.3.5, 7A.4.1, 7A.4.2, 7A.4.4, 7A.4.5, 7A.4.6, 7A.4.8, 7A.4.9, 7B.2.1, 7B.2.2, 7B.2.3, 7B.2.4, 7B.2.5, 7B.2.6, 7B.3.7, 7B.4.1, 7B.4.2, 9.8.1, 9.9.1, 9.9.2, 9.18.3, 10.5.1 and 10.8.2, the Glossary and Appendices 1, 2 and 9. | RC\_2013\_18 | |
| 1 May 2014 | IMO amended clauses 2.37.1, 2.37.2, 2.37.3, 2.37.4, 2.37.5, 2.37.6, 2.37.7, 2.37.8, 2.37.9, 2.38.1, 2.38.2, 2.38.3, 2.38.4, 2.38.7, 2.40.1, 2.41.2, 2.41.3, 2.41.5 (new), 2.42.1, 2.42.2, 2.42.3, 2.42.4, 2.42.7, 2.43.1, 4.13.1, 4.13.2C, 4.13.3, 4.13.4, 4.13.5 and the Glossary. | RC\_2012\_23 | |
|  | IMO amended clauses 6.15.2, 7.7.5A, 7.7.5B and Appendix 9. | RC\_2013\_17 | |
| 1 November 2014 | IMO amended clauses 1.12.1 (new) and 1.12.2 (new). | RC\_2014\_04 | |
| 1 May 2015 | IMO amended clause 1.12.1. | RC\_2015\_04 | |
| 1 September 2015 | IMO amended clauses 1.13.1 (new) and 1.13.2 (new). | RC\_2015\_05 | |
| 30 November 2015 | Minister amended clauses 1.4.1, 1.4.2, 1.5.1, 1.5.2, 1.6.2 (new), 1.7.1, 1.7.2 (new), 1.9.5, 1.9.6, section 1.14 (new), clause 2.1.2, section 2.1A (new), clauses 2.2.2, 2.3.1, 2.3.5, 2.3.17, 2.5.1, 2.9.2A (new), 2.9.4, 2.9.5, 2.9.7A (new), 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.4, 2.10.5A (new), 2.10.7, 2.10.8, 2.10.9, 2.10.10, 2.10.11, 2.10.12A (new), 2.10.13, 2.10.14, 2.10.15, 2.10.16, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.4, 2.13.2, 2.13.3A, 2.13.4, 2.13.6A, 2.13.6D, 2.13.6E, 2.13.6H, 2.13.6I, 2.13.6J, 2.13.6L, 2.13.9, 2.13.9A (new), 2.13.9B (new), 2.13.9C (new), 2.13.9D (new), 2.14.1, 2.14.1A (new), 2.14.2, 2.14.3, 2.14.4, 2.14.5, 2.14.5A, 2.14.5B (new), 2.14.5C (new), 2.14.5D (new), 2.15.5, 2.15.6, 2.15.6A (new), 2.15.6B (new), 2.15.6C (new), 2.15.7, 2.15.9 (new), 2.16.1, 2.16.2, 2.16.2A (new), 2.16.3, 2.16.4, 2.16.5, 2.16.6, 2.16.8, 2.16.8A (new), 2.16.9, 2.16.12, 2.16.14, 2.17.1, 2.17.2, 2.18.1, 2.18.2, 2.19.5, 2.21.5 (new), 2.21.6 (new), 2.22.1, 2.22.13, 2.22.14, section 2.22A (new), clauses 2.23.9, 2.23.11, 2.24.1, 2.24.2, 2.24.2A, 2.24.3, 2.24.4, 2.24.6, 2.25.1, 2.25.1A, 2.25.1B, 2.25.3, 2.25.4, 2.26.1, 2.26.2, 2.27.1, 2.27.2, 2.27.4, 2.27.5, 2.27.6, 2.27.7, 2.27.8, 2.27.9, 2.27.10, 2.27.11, 2.27.12, 2.27.13, 2.27.14, 2.27.15, 2.27.16, 2.27.17, 2.27.18, 2.27.19, 2.28.1, 2.28.3, 2.28.13, 2.28.15A (new), 2.28.16, 2.28.16A, 2.28.16B, 2.29.5B, 2.29.5C, 2.29.5D, 2.29.5E, 2.29.5F, 2.29.5G, 2.29.5H, 2.29.5I, 2.29.5J, 2.29.5K, 2.29.5L, 2.29.5M, 2.29.9, 2.29.9A, 2.29.10, 2.30.1, 2.30.1A, 2.30.4, 2.30.5, 2.30.7, 2.30.7A, 2.30.8, 2.30.9, 2.30.10, 2.30.11, 2.30A.1, 2.30A.2, 2.30A.3, 2.30A.4, 2.30A.5, 2.30A.6, 2.30B.2, 2.30B.3, 2.30B.4, 2.30B.6, 2.30B.7, 2.30B.8, 2.30B.11, 2.30C.1, 2.30C.3, 2.30C.4, 2.31.1, 2.31.2, 2.31.3, 2.31.4, 2.31.5, 2.31.6, 2.31.7, 2.31.10, 2.31.11, 2.31.12, 2.31.13, 2.31.15, 2.31.16, 2.31.17, 2.31.18, 2.31.19, 2.31.20, 2.31.21, 2.31.22, 2.31.23, 2.32.1, 2.32.2, 2.32.3, 2.32.4, 2.32.5, 2.32.6, 2.32.7, 2.32.7A, 2.32.7B, 2.32.7C, 2.32.7D, 2.32.7E, 2.32.7F, 2.32.9, 2.33.1, 2.33.2, 2.33.3, 2.33.4, 2.33.5, 2.34.1, 2.34.2, 2.34.3, 2.34.4, 2.34.5, 2.34.6, 2.34.7, 2.34.7A, 2.34.7B, 2.34.7C, 2.34.8, 2.34.9, 2.34.10, 2.34.11, 2.34.12, 2.34.13, 2.34.14, 2.34.15, 2.36.1, 2.36.3, 2.36.5, 2.36.6, 2.36.7, 2.36.8, 2.36.9, 2.36.10, 2.37.1, 2.37.2, 2.37.3, 2.37.4, 2.37.5, 2.37.6, 2.37.7, 2.37.8, 2.38.1, 2.38.2, 2.38.3, 2.38.4, 2.38.5, 2.38.7, 2.38.8, 2.38.9, 2.40.1, 2.40.2, 2.41.2, 2.41.3, 2.41.4, 2.41.5, 2.42.1, 2.42.4, 2.42.5, 2.42.7, 2.43.1, 2.44.1, 2.44.2, 2.44.3, 2.44.4, 3.2.1, 3.6.3, 3.6.5, 3.8.1, 3.8.2, 3.8.2A (new), 3.8.3, 3.8.4, 3.8.5, 3.8.5A (new), 3.11.6, 3.11.10, 3.11.11, 3.11.12, 3.11.13, 3.13.1, 3.13.1A, 3.13.2, 3.13.3A, 3.13.3AB, 3.15.1, 3.16.9, 3.17.1, 3.17.2, 3.17.9, 3.18.2, 3.18.3, 3.18.15, 3.18.16, 3.18.17, 3.18.21, 3.19.12, 3.19.13, 3.21.6, 3.21.10, 3.21.11, 3.21A.16, 3.22.1, 3.22.2, 3.22.3, 3.23.1, 3.23.2, 3.23.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.10, 4.1.11, 4.1.12, 4.1.13, 4.1.14, 4.1.15, 4.1.15A, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.21A, 4.1.21B, 4.1.23, 4.1.24, 4.1.28, 4.1.32, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.3.1, 4.5.1, 4.5.2A, 4.5.3, 4.5.3A, 4.5.4, 4.5.5, 4.5.6, 4.5.7, 4.5.8, 4.5.9, 4.5.10, 4.5.11, 4.5.12, 4.5.13, 4.5.14, 4.5.15, 4.5.16, 4.5.19, 4.7.2, 4.9.1, 4.9.3, 4.9.4, 4.9.5, 4.9.6, 4.9.7, 4.9.8, 4.9.9, 4.9.9A, 4.9.10, 4.10.1, 4.10.3, 4.10.4, 4.11.1, 4.11.2, 4.11.2A, 4.11.3B, 4.11.4, 4.11.5, 4.11.6, 4.11.8, 4.11.9, 4.11.10, 4.11.11, 4.11.12, 4.12.1, 4.12.2, 4.12.3, 4.12.4, 4.12.6, 4.13.1, 4.13.1B, 4.13.2A, 4.13.2B, 4.13.2C, 4.13.3, 4.13.4, 4.13.5, 4.13.6, 4.13.8, 4.13.10, 4.13.10A, 4.13.10B, 4.13.10C, 4.13.11, 4.13.11A, 4.14.1, 4.14.6, 4.14.7, 4.14.8, 4.14.9, 4.14.10, 4.14.11, 4.15.1, 4.15.2, 4.16.1, 4.16.3, 4.16.5, 4.16.6, 4.16.7, 4.16.8, 4.17.1, 4.17.2, 4.17.3, 4.17.4, 4.17.5, 4.17.6, 4.17.7, 4.17.8, 4.17.9, 4.18.2, 4.19.1, 4.19.3, 4.19.5, 4.20.1, 4.20.2, 4.20.3, 4.20.4, 4.20.5, 4.20.5A, 4.20.5B, 4.20.5C, 4.20.5D, 4.20.8, 4.20.9, 4.20.10, 4.20.11, 4.20.12, 4.20.13, 4.20.14, 4.20.15, 4.21.1, 4.22.1, 4.22.2, 4.23A.3, 4.23A.4, 4.24.1, 4.24.2, 4.24.3, 4.24.4, 4.24.5, 4.24.6, 4.24.7, 4.24.8, 4.24.9, 4.24.10, 4.24.11, 4.24.12, 4.24.13, 4.24.14, 4.24.15, 4.24.16, 4.24.17, 4.24.18, 4.24.19, 4.25.1, 4.25.2, 4.25.3, 4.25.3A, 4.25.4, 4.25.4A, 4.25.4B, 4.25.4C, 4.25.4D, 4.25.4E, 4.25.5, 4.25.6, 4.25.7, 4.25.8, 4.25.9, 4.25.11, 4.25.12, 4.25.13, 4.25.14, 4.25A.1, 4.25A.2, 4.25A.3, 4.25A.4, 4.26.1, 4.26.1A, 4.26.1B, 4.26.2, 4.26.2A, 4.26.2B, 4.26.2C, 4.26.2CA, 4.26.2D, 4.26.2E, 4.26.4, 4.26.5, 4.27.1, 4.27.2, 4.27.3, 4.27.5, 4.27.6, 4.27.7, 4.27.8, 4.27.9, 4.27.10, 4.27.11A, 4.27.11B, 4.27.11C, 4.27.11D, 4.27.12, 4.28.1, 4.28.2, 4.28.3, 4.28.4, 4.28.7, 4.28.7A, 4.28.8, 4.28.8A, 4.28.8B, 4.28.9, 4.28.10, 4.28.11, 4.28.11A, 4.28.12, 4.28A.1, 4.28A.2, 4.28A.3, 4.28B.2, 4.28B.4, 4.28B.5, 4.28B.6, 4.28B.7, 4.28B.8, 4.28B.9, 4.28C.1, 4.28C.2, 4.28C.3, 4.28C.6, 4.28C.7, 4.28C.8, 4.28C.10, 4.28C.11, 4.28C.12, 4.28C.13, 4.28C.14, 4.28C.15, 4.29.1, 4.29.3, 4.29.4, 5.2A.2, 5.3A.1, 5.3A.2, 5.9.1, 5.9.2, 5.9.3, 6.2.1, 6.2.2, 6.2.2A, 6.2.3, 6.2.4B, 6.2.8, 6.2A.1, 6.2A.2, 6.2A.4, 6.2A.5, 6.3A.1, 6.3A.2, 6.3A.3, 6.3A.4, 6.3B.1, 6.3B.1A, 6.3B.1B, 6.3B.3, 6.3B.7A, 6.3B.7B, 6.3B.8, 6.3C.1, 6.3C.3, 6.3C.6B, 6.3C.6C, 6.3C.9, 6.4.1, 6.4.2, 6.4.3, 6.4.5, 6.4.6, 6.5.1, 6.5.1A, 6.5.1B, 6.5.2, 6.5.3, 6.5.4, 6.5C.1A, 6.5C.2, 6.5C.4, 6.5C.5, 6.5C.6, 6.6.2A, 6.6.9, 6.6.10, 6.6.11, 6.6.12, 6.9.1, 6.9.3, 6.9.4, 6.9.5, 6.9.6, 6.9.7, 6.9.8, 6.9.9, 6.9.10, 6.9.11, 6.9.12, 6.9.13, 6.10.1, 6.10.2, 6.11.1, 6.11.2, 6.12.1, 6.13.1, 6.15.3, 6.15.4, 6.16.1, 6.16.1A, 6.16.2, 6.16A.1, 6.16A.2, 6.16B.1, 6.16B.2, 6.17.1, 6.17.3, 6.17.3A, 6.17.4, 6.17.4A, 6.17.5, 6.17.5A, 6.17.5C, 6.17.6, 6.17.6A, 6.17.9, 6.19.1, 6.19.2, 6.19.3, 6.19.4, 6.19.6, 6.19.7, 6.19.9, 6.19.10, 6.20.3, 6.20.6, 6.20.7, 6.20.9, 6.20.9A, 6.20.10, 6.20.11, 6.21.1, 6.21.2, 7.1.1, 7.2.3B, 7.3.4, 7.3.6, 7.3.7, 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.5.1, 7.5.2, 7.5.3, 7.6.2B, 7.6.10, 7.6.11, 7.6A.2, 7.6A.5, 7.6A.9, 7.6A.10, 7.10.7, 7.10.8 (new), 7.11.1, 7.11.4, 7.11.6A, 7.11.9, 7.12.1, 7.12.2, 7.13.1, 7.13.1A, 7.13.1B, 7.13.1C, 7.13.1D, 7.13.1E, 7.13.1F, 7.13.1G, 7.13.3, 7.13.4, 7A.1.1, 7A.1.6, 7A.1.7, 7A.1.9, 7A.1.10, 7A.1.11, 7A.1.12, 7A.1.13, 7A.1.15, 7A.1.16, 7A.1.17, 7A.2.4, 7A.2.5, 7A.2.8, 7A.2.9, 7A.2.11, 7A.2.12, 7A.2.18, 7A.3.1, 7A.3.2, 7A.3.3, 7A.3.6, 7A.3.7, 7A.3.7A, 7A.3.8, 7A.3.9, 7A.3.10, 7A.3.11, 7A.3.12, 7A.3.13, 7A.3.14, 7A.3.15, 7A.3.16, 7A.3.17, 7A.3.18, 7A.3.19, 7A.3.20, 7A.3.21, 7A.4.1, 7A.4.2, 7A.4.4, 7A.4.5, 7A.4.6, 7A.4.7, 7A.4.8, 7A.4.9, 7B.1.1, 7B.1.4, 7B.2.3, 7B.2.4, 7B.2.7, 7B.2.8, 7B.2.16, 7B.2.18, 7B.2.19, 7B.3.1, 7B.3.2, 7B.3.3, 7B.3.4, 7B.3.5, 7B.3.7, 7B.3.9, 7B.3.10, 7B.3.11, 7B.3.12, 7B.3.13, 7B.3.14, 7B.3.15, 7B.3.16, 7B.4.2, 8.2.1, 8.3.2, 8.3.3, 8.3.4, 8.3.5, 8.3.6, 8.3.7, 8.4.1, 8.4.4, 8.4.5, 8.5.1, 8.5.2, 8.6.2, 8.8.1, 9.1.1, 9.1.2, 9.1.4, 9.2.1, 9.3.1, 9.3.3, 9.3.4, 9.3.4A, 9.3.6, 9.3.7, 9.4.1, 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.4.7, 9.4.8, 9.4.9, 9.4.10, 9.4.12, 9.4.13, 9.5.3, 9.6.1, 9.7.1, 9.7.2, 9.9.1, 9.9.2, 9.9.3A, 9.9.3B, 9.10.1, 9.11.1, 9.13.1, 9.14.1, 9.15.1, 9.16.1, 9.16.2, 9.16.3, 9.16.3A, 9.16.4, 9.17.1, 9.18.1, 9.18.2, 9.18.3, 9.18.4, 9.19.1, 9.19.2, 9.19.4, 9.20.1, 9.20.2, 9.20.3, 9.20.5, 9.20.6, 9.20.7, 9.20.8, 9.21.1, 9.22.1, 9.22.2, 9.22.3, 9.22.4, 9.22.5, 9.22.6, 9.22.8, 9.22.9, 9.22.10, 9.22.11, 9.23.1, 9.23.2, 9.23.3, 9.23.4, 9.23.5, 9.23.6, 9.23.7, 9.24.1, 9.24.2, 9.24.3, 9.24.3A, 9.24.4, 9.24.5, 9.24.6, 9.24.7, 9.24.8, 9.24.8A, 9.24.9, 9.24.10, 10.1.1, 10.1.2, 10.2.1, 10.2.2, 10.2.3, 10.2.5, 10.2.6, 10.2.7, 10.3.1, 10.3.2, 10.3.3, 10.3.4, 10.3.5, 10.4.1, 10.4.2, 10.5.1, 10.5.2, 10.5.3, 10.7.1, 10.8.2, the Glossary and Appendices 1, 3, 4A, 5, 5A, 6 and 9. | *Wholesale Electricity Market Rules Amending Rules 2015*. | |
| 1 June 2016 | Minister amended clause 1.4.1, section 1.15 (new), clauses 2.13.9, 2.26.1, 2.26.2, 2.26.3, 2.33.5, 4.1.13, 4.1.14, 4.1.15, 4.1.19, 4.1.20, 4.1.32, 4.1.33 (new), 4.2.7, 4.3.1, 4.5.12, 4.5.13, 4.5.14, 4.5.14A (new), 4.5.14B (new), 4.5.14C (new), 4.5.14D (new), 4.5.14E (new), 4.5.14F (new), 4.5.16, 4.5.17, 4.5.20, 4.6.4 (new), 4.6.5 (new), 4.7.3, 4.9.3, 4.9.9, 4.9.9A, 4.9.10, 4.10.1, 4.10.2, 4.11.1, 4.11.1A (new), 4.11.1B (new), 4.11.1C (new), 4.11.1D (new), 4.11.1E (new), 4.11.4, 4.12.2, 4.12.6, 4.12.7, 4.13.2, 4.13.9, 4.13.10C, 4.14.1, 4.14.1A (new), 4.14.6, 4.14.7, 4.14.9, 4.14.10, 4.14.11, 4.15.2, 4.16.1, 4.16.2, 4.16.3, 4.16.5, 4.16.6, 4.16.7, 4.16.8, 4.17.2, 4.17.4, 4.17.9, 4.17.10 (new), 4.18.1, 4.18.2, 4.20.1, 4.20.5A, 4.20.5B, 4.21.1, 4.22.1, 4.22.2, 4.22.3, 4.22.4, 4.22.5, 4.22.6, 4.24.18, 4.25.14, 4.25A.1, 4.25A.5, 4.27.12, 4.28.2, 4.28.12, 4.28A.3, 4.28B.8, 4.28B.9 4.28C.4, 4.28C.9, 4.28C.14, 4.28C.15, 4.29.1, 10.5.1, Glossary, Appendix 1, and Appendix 3. | *Wholesale Electricity Market Rules Amending Rules 2016, Schedule B, Part 1*. | |
| 1 July 2016 | Minister amended clause 1.14.6, section 1.16 (new), clauses 2.2.1, 2.2.2, 2.2.3, 2.2.4 (new), 2.2.5 (new), 2.2.6 (new), 2.2.7 (new), 2.2.8 (new), 2.8.13, 2.10.4, 2.10.5A, 2.10.11, 2.10.12A, 2.10.13, 2.10.14, 2.10.15, 2.10.16, 2.10.17, 2.10.18, 2.11.1, 2.11.3, 2.13.6A, 2.13.6D, 2.13.6E, 2.13.6H, 2.13.6I, 2.13.6J, 2.13.6L, 2.13.8, 2.14.1A, 2.14.3, 2.14.6, 2.14.6A, 2.14.6B, 2.14.7, 2.14.8, 2.14.9, 2.15.3, 2.15.4, 2.15.5, 2.15.6, 2.15.6B, 2.15.6C, 2.15.7, 2.16.2, 2.16.7, 2.17.1, 2.17.2, 2.22A.1, 2.22A.2A (new), 2.22A.4, 2.22A.5, 2.22A.12, 2.23, 2.24.1, 2.24.2, 2.24.2A, 2.24.2B, 2.24.3, 2.24.4, 2.25.1, 2.25.1A, 2.25.1B, 2.25.2, 2.25.3, 2.25.4, 2.28.1, 2.28.3, 2.28.3A (new), 2.28.14A (new), 2.28.16B, 2.29.5F, 2.30.4, 2.30.5, 2.30.8, 2.30.11, 2.30A.3, 2.30A.5, 2.30A.6, 2.30B.3, 2.30B.8, 2.31.5, 2.31.22, 2.31.23, 2.34.1, 2.34.7A, 2.34.7B, 2.34.7C, 2.34.10, 2.34.12, 2.34.15, 2.36.7, 2.36.8, 2.36.9, 2.36.10, 2.36A (new), 3.2.1, 3.2.7, 3.2.8, 3.3.2, 3.4.1, 3.4.2, 3.4.4, 3.4.5, 3.4.6, 3.5.1, 3.5.3, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6.3, 3.6.5, 3.7.2, 3.8.1, 3.8.2, 3.10.5, 3.11.6, 3.11.10, 3.11.11, 3.11.12, 3.11.13, 3.12.1, 3.13.1, 3.13.1A, 3.13.2, 3.13.3A, 3.13.3AB, 3.15.1, 3.16.9, 3.17.1, 3.17.2, 3.17.9, 3.18.2, 3.18.11, 3.18.17, 3.18.21, 3.19.6, 3.19.13, 3.21.6, 3.21.11, 3.21A.16, 3.22.1, 3.22.2, 3.22.3, 3.23.1, 3.23.2, 3.23.3, 4.1.26, 4.10.1, 4.12.6, 4.18.1, 4.23A.3, 4.24.3, 4.24.13, 4.24.16, 4.24.17, 4.24.18, 4.25.2, 4.25.4, 4.25.5, 4.25.6, 4.25.7, 4.25.8, 4.25.9, 4.25.11, 4.25.14, 4.26.2, 4.26.2D, 4.26.5, 4.27.6, 4.27.11A, 4.27.11B, 4.27.11C, 4.27.12, 4.28A.2, 6.3A.1, 6.3A.2, 6.3A.3, 6.4.2, 6.4.6, 6.13.1, 6.15.3, 6.16A.2, 6.17.6, 6.17.6A, 6.17.9, 6.19.1, 6.19.4, 6.19.9, 6.19.10, 7.1.1, 7.2.3B, 7.3.4, 7.3.6, 7.3.7, 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.5.1, 7.5.2, 7.5.3, 7.6.1D, 7.6.2B, 7.6.11, 7.6A.2, 7.6A.5, 7.6A.9, 7.10.7, 7.10.8, 7.11.1, 7.11.4, 7.11.6A, 7.11.9, 7.12.1, 7.13.1, 7.13.1A, 7.13.1B, 7.13.1C, 7.13.1D, 7.13.1E, 7.13.1F, 7.13.1G, 7.13.3, 7.13.4, 7A.1.7, 7A.2.18, 7A.3.2, 7A.3.3, 7A.3.6, 7A.3.7, 7A.3.7A, 7A.3.8, 7A.3.9, 7A.3.11, 7A.3.12, 7A.3.13, 7A.3.15, 7A.3.17, 7A.3.21, 7A.4.2, 7A.4.6, 7A.4.7, 7B.1.4, 7B.1.5, 7B.2.7, 7B.2.18, 7B.2.19, 7B.3.4, 7B.3.5, 7B.3.7, 7B.3.8, 7B.3.15, 7B.3.16, 7B.4.2, 9.1.2, 9.3.4, 9.9.2, 9.9.4, 9.13.1, 9.15.1, 9.16.3, 9.19.1, 9.20.5, 9.20.7, 9.24.3A, 10.2.2, 10.2.3, 10.3.3, 10.3.4, 10.3.5, 10.5.1, the Glossary, Appendix 1 and Appendix 9. | *Wholesale Electricity Market Rules Amending Rules 2016, Schedule A*. | |
| 1 July 2016 | Minister amended clauses 1.4.1, 1.4.2, 1.5.1, 1.5.2, 1.7.2, 1.7.3 (new), 1.9.12, 1.10.3, 1.14.3, 1.145.5, 1.16.1, 1.16.5, section 1.17 (new), clauses 2.1.2, 2.1.3, section 2.3A (new), clauses 2.3.1, 2.8.13, 2.9.2B (new), 2.9.5, 2.9.7B (new), 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.5B (new), 2.10.7, 2.10.9, 2.10.10, 2.10.12B (new), 2.10.13, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.4, 2.13.1, 2.13.2, 2.13.3, 2.13.3A, 2.13.4, 2.13.5, 2.13.6A, 2.13.6B, 2.13.6C, 2.13.6D, 2.13.6H, 2.13.6I, 2.13.8, 2.13.9A, 2.13.9B, 2.13.9C, 2.13.9D, 2.13.10, 2.13.11, 2.13.12, 2.13,13, 2.13.14, 2.13.15, 2.13.16, 2.13.17, 2.13.18, 2.13.19, 2.13.20, 2.13.21, 2.13.22, 2.13.24, 2.13.25, 2.13.26, 2.13.27, 2.13.28, 2.13.29, 2.13.31, 2.14.5A, 2.14.5B, 2.14.5C, 2.14.5D, 2.15.1, 2.15.2, 2.15.3, 2.15.6A, 2.15.6B, 2.15.6C, 2.15.7, 2.15.8, 2.15.9, 2.16.2A, 2.16.4, 2.16.5, 2.16.6, 2.16.8, 2.16.8A, 2.16.9, 2.16.9A, 2.16.9B, 2.16.9D, 2.16.9E, 2.16.9F, 2.16.9FA, 2.16.9G, 2.16.9H, 2.16.10, 2.16.12, 2.16.14, 2.17.1, 2.17.2, 2.18.1, 2.18.2, 2.19.5, 2.21.1, 2.21.2, 2.22.1, 2.22A.1, 2.24.2, 2.24.3, 2.25.1A, 2.29.5N, 2.29.5O, 2.30C.2, 2.32.1, 2.32.2, 2.32.6, 2.32.7, 2.32.7A, 2.32.7B, 2.44.1, 2.44.2, 2.44.3, 2.44.4, 3.8.2, 3.8.2A, 3.8.5A, 3.8.6, 3.11.6, 3.11.10, 3.11.11, 3.11.12, 3.15.1, 3.15.2, 3.15.3, 3.18.3, 3.18.15, 3.18.16, 3.18.18, 3.18.19, 3.18.20, 3.19.10, 4.1.22, 4.5.14, 4.5.15, 4.5.16, 4.5.17, 4.5.18, 4.5.19, 4.5.20, 4.11.3C, 4.11.3D, 4.11.3E, 4.14.5, 4.16.3, 4.16.9, 4.23A.1, 4.23A.2, 4.25.13, 4.28.6, 6.16A.1, 6.16A.2, 6.16B.1, 6.16B.2, 6.17.6, 7.6.10, 7.6A.5, 7.10.8, 7.11.1, 7.11.4, 7.11.6A, 7.11.9, 7.12.1, 7.12.2, 7A.1.2, 7A.2.18, 7B.2.16, 9.13.1, 9.22.11, 9.23.1, 10.2.3, 10.3.2, 10.5.1 and the Glossary. | *Wholesale Electricity Market Rules Amending Rules 2016 (No. 2)*. | |
| 1 October 2016 | Minister amended clauses 2.29.5B, 2.29.5E, 2.29.5G, 2.29.5LA (new), 2.29.5LB (new), 2.29.5LC (new), 2.29.9A (deleted), and Appendix 1. | *Wholesale Electricity Market Rules Amending Rules 2016, Schedule B, Part 2*. | |
| 26November 2016 | Minister amended clauses 1.4.1, 1.4.2, 1.5.1, 1.5.2, 1.6.1, 1.7.3, sections 1.18 (new), 1.19 (new), clauses 2.1.2, 2.1A.2, section 2.2B (new), heading to section 2.3A, clauses 2.3A.1, 2.3.1, 2.3.2, 2.3.4, 2.3.5, 2.3.5A, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, heading to section 2.4, clauses 2.4.1, 2.4.1A (new), 2.4.2, 2.4.3, 2.4.3A (new), 2.4.4, section 2.4A (new), clauses 2.5.1, 2.5.2, 2.5.3, 2.5.4, 2.5.5, 2.5.6, 2.5.7, 2.5.8, 2.5.9, 2.5.10, 2.5.11, 2.5.12, 2.5.14, 2.5.15, 2.6.1, 2.6.2, 2.6.3, 2.6.3A, 2.6.4, 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, 2.7.7, 2.7.7A, 2.7.8, heading to section 2.8, clauses 2.8.1, 2.8.2, 2.8.3, 2.8.5, 2.8.6, 2.8.7, 2.8.9, 2.8.10, 2.8.11, 2.8.12, 2.8.13, 2.9.2C (new), 2.9.5, 2.9.7C (new), 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.5C (new), 2.10.7, 2.10.9, 2.10.10, 2.10.12C (new), 2.10.13, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.3, 2.11.4, 2.16.2, 2.16.6, 2.17.1, 2.17.2, 2.21.7 (new), 2.21.8 (new), 2.22.1, 2.24.3, 2.24.5, 2.24.5B (new), 2.24.6, 2.25.4, 2.25.4A (new), 2.29.5E, 3.8.4, 4.1.33, 9.13.1, 10.2.2, 10.2.3, 10.2.3A (new), 10.2.3B (new), 10.2.3C (new), 10.3.2, 10.5.1, the Glossary and Appendix 1. | *Wholesale Electricity Market Rules Amending Rules 2016 (No. 3)*. | |
| 10 December 2016 | Minister amended section 1.20 (new) and the Glossary. | *Wholesale Electricity Market Rules Amending Rules 2016 (No. 4).* | |
| 31 May 2017 | Rule Change Panel amended clause 4.20.5B. | RC\_2017\_01 |
| Rule Change Panel amended Appendix 9. | RC\_2017\_03 | |
| 24 June 2017 | Minister amended clauses 3.21.2A (new), 4.1.34 (new), 4.1.35 (new), 4.1.36 (new), 4.1.37 (new), 4.1.38 (new), 4.10.1, 4.10.4, 4.10A.1 (new), 4.10A.2 (new), 4.10A.3 (new), 4.10A.4 (new), 4.10A.5 (new), 4.10A.6 (new), 4.11.1, 4.11.5, 4.11.10, 4.11.10A (new), 4.11.11, 5.2A.3 (new), 10.2.2, the Glossary and Appendix 11 (new). | *Wholesale Electricity Market Rules Amending Rules 2017*. | |
| 30 June 2017 | Minister amended sections 1.21 (new), 1.22 (new), 1.23 (new) and the Glossary. | *Wholesale Electricity Market Rules Amending Rules 2017 (No. 2)*. | |
| 1 July 2017 | Minister amended clauses 2.4A.1, 2.28.3B(new), 2.28.3C(new), 3.21.1, 10.9 (new), 10.9.1 (new). | *Wholesale Electricity Market Rules Amendng Rules 2017 (No. 3)*. | |
| 1 September 2017 | Rule Change Panel amended section 1.24 (new) and the Glossary. | RC\_2017\_07 | |
| 1 October 2017 | Minister amended clauses 2.34.3, 2.34.7, 2.34.8, 2.34.14,3.2.5, 3.19.3A, 4.5.13, 4.5.14A, 4.5.14B, 4.12.4, 4.12.8, 4.25.1, 4.25.4B, 4.25.4E, 4.25.13, 4.25A.1, 4.26.1, 4.26.1A, 4.26.1C (new), 4.26.1D (new), 4.26.2, 4.26.2B, 4.26.2C, 4.26.2CA, 4.26.2D, 4.26.2E, 4.26.2F, 4.26.3, 4.26.3A, 4.26.4, 4.26.6 (new), 4.27.1, 4.27.2, 4.27.3, 4.27.3A (new), 4.27.4, 4.27.4A (new), 4.27.5, 4.27.6, 4.27.7, 4.27.8, 4.27.9, 4.28.1, 4.28.2, 4.28.4, 4.28.11A, 4.28A.1, 4.29.1, 4.29.3, section 6.11A (new), clauses 6.12.1, 6.17.6, 6.17.6B (new), 6.17.6C (new), 6.17.6D (new), 6.17.6E (new), 6.17.6F (new), 6.21.2, 7.6.1C, 7.6.1D, 7.6.1E (new), 7.6.1F (new), 7.6.1G (new), 7.6.1H (new), 7.6.10, 7.6.10A (new), 7.7.2, 7.7.3, 7.7.3B (new), 7.7.3C (new), 7.7.4A, 7.7.5, 7.7.6C (new), 7.7.10, 7.10.2, 7.10.4, 7.10.4A (new), 7.10.5, 7.11.1, 7.11.3, 7.11.5, 7.11.6, 7.11.6A, 7.13.1, 7.13.5 (new), 9.4.1, 9.4.1A (new), 9.4.4, 9.4.8, 9.5.1, 9.7.1, 9.7.1A (new), 9.7.1B (new), 9.8.1, 9.19.1, 9.19.1A (new), 10.5.1, the Glossary, Appendix 1, Appendix 5 and Appendix 10 (new) | *Wholesale Electricity Market Rules Amending Rules 2016, Schedule B, Part 3.* | |
| 1 October 2017 | Rule Change Panel amended clauses 4.26.1, 4.26.1C and 4.26.6. | RC\_2017\_01 | |
| 1 October 2017 | Rule Change Panel amended clauses 4.5.14C, 4.26.3, 4.28.4, 6.11A.2, 6.17.6, 6.17.6C, 7.6.10, 7.13.5, 9.7.1, 9.7.1A, 9.7.1B and the Glossary. | RC\_2017\_04 | |
| 13 October 2017 | Rule Change Panel amended clauses 4.1.16, 4.1.16A (new), 4.1.21A, 4.1.26, 4.20.5A and 4.28C.13. | RC\_2013\_21 | |
| 20 March 2018 | Rule Change Panel amended clauses 2.11.1, 2.11.2, 2.13.6D, 2.24.2, 4.26.1, 4.26.1B, 4.26.5, 6.16B.1, 6.16B.2, 7.6.1D, 7.7.2, 7.10.8, 7.11.3, 10.2.2, 10.3.2, 10.5.1. | RC\_2017\_10 | |
| 23 March 2018 | Rule Change Panel amended clauses 2.1A.2, 2.3.1, 2.5.1A (new), 2.5.1B (new) and 2.22A.1. | RC\_2017\_05 | |
| 27 March 2018 | Rule Change Panel amended clause 1.17.5 and Appendix 9. | RC\_2018\_02 | |
| 24 April 2018 | Rule Change Panel amended clauses 1.4.2, 1.7.2, 1.7.3, 1.14.1, 1.14.2, 1.14.3, 1.14.4, 1.14.7, heading to 1.15, 1.15.1, 1.15.2, 1.15.3, 1.16.1, 1.16.2, 1.16.3, 1.16.4, 1.16.5, 1.16.6, 1.17.1, 1.17.2, 1.17.4, 1.17.5, 1.17.6, 1.18.1, 1.18.2, 1.18.3, heading to 1.19, 1.19.1, 1.19.3, 1.20.1, 1.20.2, 2.1A.2, 2.1A.3, 2.2.3, 2.2.4, 2.2B.2, 2.5.2, 2.7.8, 2.8.13, 2.10.8, 2.11.4, 2.13.18, 2.15.6C, 2.15.7, 2.16.5, 2.16.9B, 2.16.9E, 2.16.9FA, 2.16.12, 2.17.2, 2.21.6, 2.21.8, 2.22.1, 2.22A.1, 2.22A.2, 2.22A.11, 2.22A.12, 2.22A.14, 2.24.3, 2.24.6, 2.26.3, 2.28.3A, 2.28.3B, 2.29.5E, 2.29.5F, 2.29.5LA, heading to 2.30A, 2.30A.2, 2.30A.3, 2.30A.4, 2.30A.5, 2.30A.6, heading to 2.30B, 2.30B.1, 2.32.7B, 2.34.7A, 2.36A.1, 2.36A.2, 2.36A.3, 2.36A.4, 3.8.2A, 3.8.4, 3.11.15, 3.18.3, 3.18.15, 3.18.16, 3.18.19, 4.1.34, 4.1.37, 4.2.7, 4.3.1, 4.5.14, 4.5.14B, 4.5.14D, 4.5.14E, 4.10A.6, 4.11.1D, 4.11.10A, 4.13.5, 4.13.10, 4.13.10A, 4.13.10C, 4.16.3, 4.28B.8, 5.2A.3, 6.16B.1, 6.16B.2, 7.6A.5, 7A.3.7A, the Glossary and Appendix 11. | Notice of Corrigenda dated 24 April 2018 | |
| 28 April 2018 | Minister amended clauses 1.4.1, 1.4.2, 1.5.1, 1.5.2, 1.7.2, 1.9.1, 1.9.2, 1.9.3, 1.9.4, 1.9.5, 1.9.6, 1.9.7, 1.9.8, 1.9.9, 1.9.10, 1.9.11, 1.9.12, 1.10.1, 1.10.2, 1.10.3, 1.10.4, 1.11.1, 1.14.1, 1.14.2, 1.14.5, 1.14.6, 1.14.7, 1.17.2, 1.17.4, 1.17.6, section 1.25 (new), clauses 2.1.1, 2.1.2, 2.1.3, heading to section 2.2A, clauses 2.2A.1, 2.3.1, 2.3.1A, 2.3.17, 2.9.1, 2.9.5, 2.9.6, 2.9.8, 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.5, 2.10.7, 2.10.9, 2.10.10, 2.10.12, 2.10.13, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.3, 2.11.4, 2.16.2, 2.17.1, 2.17.2, 2.22.1, 2.22.2, 2.22.3, 2.22.4, 2.22.5, 2.22.6, 2.22.7, 2.22.8, 2.22.9, 2.22.10, 2.22.11, 2.22.12, 2.22.13, 2.22.14, 2.22.15, 2.24.2, 2.24.2A, 2.24.3, 2.25.1A, 2.25.1B, 2.25.3, 2.25.4, 2.26.5 (new), 2.28.1, 2.28.15, 4.1.33, 4.11.1E, 4.11.1F (new), 4.16.3, 4.16.10 (new), 4.26.1D, 4.26.1E (new), 4.29.1, 8.1.4, 9.13.1, 9.15.1, 10.2.2, 10.2.3, 10.2.3C, 10.3.2, 10.5.1 and the Glossary. | *Wholesale Electricity Market Rules Amending Rules 2018*. | |
| 29 June 2018 (8:00 AM) | Minister amended section 1.27 (new) and the Glossary. | *Wholesale Electricity Market Rules Amending Rules 2018 (No. 2).* | |
| 29 June 2018 (1:00 PM) | Minister amended section 1.20 (new) and the Glossary. | *Wholesale Electricity Market Rules Amending Rules 2018 (No. 3).* | |
| 1 August 2018 | Rule Change Panel amended section 1.26 (new). | RC\_2017\_06 | |
| 1 September 2018 | Rule Change Panel amended Appendix 5. | RC\_2018\_01 | |
| 18 October 2018 | Rule Change Panel amended clause 1.27.1. | RC\_2018\_04 | |
| 11 January 2019 | Rule Change Panel amended clauses 2.12.1, 2.12.2, 2.12.3, 2.12.4, 2.12.5, 2.13.15, 2.13.16, 2.16.9FA, 2.30A.6, 2.31.23, 2.33.2, 2.33.5, 2.34.14, 2.38.4, 3.2.5, 3.5.1, 3.11.8A, 3.16.4, 3.16.9, 3.21B.8, 3.22.1, 4.5.1, 4.5.2, 4.7.1, 4.13.11B, 4.27.2, 4.27.10, 4.27.10A, heading to 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, 5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.6, 5.3.7, 5.3.8, 5.3.9, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.5.1, 5.5.2, 5.5.3, 5.5.4, 5.6.1, 5.6.2, 5.6.3, 5.8.1, 5.8.2, 5.8.3, 5.8.4, 5.8.5, 5.8.6, 5.8.7, 5.8.8, 6.2.4C, 8.4.5, 8.6.1, 9.3.2, 9.4.7, 9.9.3A, 9.12.1, 9.12.2, 9.14.2, 9.20.1, the Glossary and Appendix 1. | RC\_2014\_07 | |
| 1 June 2019 | Rule Change Panel amended clauses 2.31.13, 2.33.5, 4.1.23A(new), 4.1.23B(new), 4.1.23C(new), 4.1.24, 4.1.25, 4.1.28, 4.14.1, 4.14.1A, 4.14.5, 4.15.1, 4.20.5B, heading to 4.21, 4.21.1, 4.25.4C, 4.25.4CA(new), 4.26.2CA, 4.28.1, 4.28.2, 4.28.3, 4.28.6, 4.28.7, 4.28.7A, 4.28.8, 4.28.8A, 4.28.8B, 4.28.8C(new), 4.28.9, 4.28.10, 4.28.11, 4.28.11A, 4.28.12, 4.28A.1, 4.28B.8, 4.28C.14, 4.29.3, 9.3.6, 9.4.1, 9.4.1A, 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.4.7, 9.4.8, 9.4.9, 9.4.10, 9.4.11, 9.4.12, 9.4.13, 9.4.14(new), 9.4.15(new), 9.4.16(new), 9.4.17(new), 9.4.18(new), 9.5.1, 9.5.3, 9.7.1A, 9.7.1B, 9.16.2, 9.18.3, 10.5.1, the Glossary, Appendix 1, Appendix 4A, Appendix 5 and Appendix 5A. | RC\_2017\_06 | |
| 1 July 2019 | Rule Change Panel amended clauses 2.13.9, 2.16.2, 2.16.4, 2.16.12, 2.22A.1, 2.26.3, 2.27.1, 2.27.5, 2.27.15, 2.29.1A, 2.29.5, 2.29.8, 2.29.8A, 2.30B.2, 2.30B.13, 2.34.3, 2.34.8, 2.34.14, 2.35.1, 2.36.1, 2.37.5, 3.9.2, 3.9.6, 3.13.2, 3.13.3A, 3.13.3AB, 4.1.26, 4.10.1, 4.11.4, 4.12.1, 4.12.4, 4.18.1, 4.18.2, 4.25.2, 4.25.4, 4.26.2, 4.26.2B, 4.26.5, 6.3A.2, 6.3A.4, 6.3B.1, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.6A (new), 6.4.6B (new), heading to 6.5, 6.5.1, 6.5.1A, 6.5.1B, 6.5.2, 6.5.3, 6.5.3A, 6.5.4, heading to 6.5A, heading to 6.5B, heading to 6.5C, 6.5C.1, 6.5C.1A, 6.5C.2, 6.5C.3, 6.5C.4, 6.5C.5, 6.5C.6, 6.5C.7, 6.6.9, heading to 6.11, 6.11.1, 6.11.2, 6.11.3, 6.11A.1, 6.12.1, heading to 6.13, 6.15.1, 6.15.2, 6.16A.1, 6.16A.2, 6.16B.1, 6.16B.2, 6.17.1, 6.17.3, 6.17.4, 6.17.5, 6.17.5A, 6.17.6, 6.17.6A, 6.17.6C, 6.17.7, 6.17.9, 6.21.2, 7.1.1, 7.2.2, heading to 7.4, 7.4.1, 7.4.2, 7.4.3, 7.4.4, heading to 7.5, 7.5.1, 7.5.2, 7.5.3, 7.5.4, 7.5.5, 7.5.6, 7.6.1C, 7.6.2B, heading to 7.6A, 7.6A.1, 7.6A.2, 7.6A.3, 7.6A.5, 7.7.4A, 7.7.5, 7.9.4, 7.9.8, 7.11.5, 7.13.1, 7A.1.3, 7A.1.6, 7A.2.1, 7A.2.3, 7A.2.4, 7A.2.4A (new), 7A.2.4B (new), 7A.2.4C (new), 7A.2.8, 7A.2.9, 7A.2.10, 7A.2.10A (new), 7A.2.12, 7A.2.13, heading to 7A.3, 7A.3.1, 7A.3.2, 7A.3.3, 7A.3.4, 7A.3.5, 7A.3.6, 7A.3.8, 7A.3.9A (new), 7A.3.10, 7A.3.13, 7A.3.16, 7A.3.17, 7A.3.18, 7A.3.19, 7A.3.20, 7A.3.21, 7B.1.4, 7B.1.5, 7B.2.1, 7B.2.2, 7B.2.3, 7B.2.4, 7B.2.5, 7B.2.6, 7B.2.10, 7B.2.18, 7B.2.19, heading of 7B.3, 7B.3.1, 7B.3.2, 7B.3.3, 7B.3.4, 7B.3.5, 7B.3.6, 7B.3.7, 7B.3.8, 7B.3.9, 7B.3.10, 7B.3.11, 7B.3.12, 7B.3.14, 7B.3.15, 7B.3.16, heading to 7B.4, 7B.4.1, 9.3.3, 9.3.4, 9.3.7, 9.8.1, 9.9.2, 9.11.1, 9.13.1, 9.18.3, 9.24.2, 10.5.1, 10.7.1, the Glossary, Appendix 1, and Appendix 9. | RC\_2014\_06 | |
| 1 July 2019 | Rule Change Panel amended clauses 7.7.3A, 7.7.6, 7.7.7B (new), 7.7.11 (new), and the Glossary. | RC\_2018\_07 | |
| 1 July 2019 | Rule Change Panel amended clause 2.34.14. | RC\_2014\_07 | |
| 1 August 2019 | Rule Change Panel amended clauses 1.14.1, 1.16.1, 1.17.1, 1.18.2, 2.2.2, 2.9.2D (new), 2.9.2E (new), 2.9.5, 2.11.1, 2.11.2, 2.13.2, 2.13.3, 2.13.6A, 2.13.6K, 2.13.9C, heading to section 2.15, 2.15.1, 2.15.2, 2.15.3, 2.15.6A, 2.15.6B, 2.15.6C, 2.15.7, 2.27.6, 2.27.10, 2.27.15, 2.27.17, 2.30.11, 2.30A.6, 2.31.23, 2.35.4, 2.36.5, 2.36A.1, 2.36A.2, 2.36A.5, 2.37.8, heading to section 2.43, 2.43.1, 3.2.2, 3.2.4, 3.2.6, 3.2.8, 3.3.3, 3.4.9, 3.5.11, 3.11.14, 3.11.15, 3.16.4, 3.16.7, 3.16.8A, 3.16.10, 3.17.10, 3.18.3, 3.18.15, 3.18.21, 3.19.10, 3.19.14, 3.21.12, 3.21A.15, 3.21B.5, 3.21B.8, 4.5.14, 4.5.14B, 4.5.15, 4.5.16, 4.5.17, 4.9.10, 4.13.8, 4.14.11, 4.17.9, 4.24.18, 4.25.14, 4.25A.1, 4.27.12, 4.28A.3, 4.28B.9, 4.28C.15, 6.17.6F, 6.19.6, 6.19.10, 7.2.5, 7.6.13, 7.6A.7, 7.6A.8, 7.6A.10, 7.7.4A, 7.7.5A, 7.7.5B, 7.7.6, 7.9.19, 7.10.4, 7.13.1, 7.13.3, 7A.1.6, 7A.3.1, 7A.3.2, 7A.3.3, 7A.3.4, 7A.3.7, 7A.3.7A, 7A.3.15, 7B.1.2, 7B.1.4, 7B.3.2, 8.6.2, heading to section 9.2, 9.2.1, 9.4.18, 9.20.1, 10.2.7, the Glossary and Appendix 9. | RC\_2015\_01 | |
| 1 September 2019 | Rule Change Panel amended clause 2.30.7A and Appendix 2. | RC\_2018\_06 | |
| 1 October 2019 | Rule Change Panel amended clauses 2.24.1, 4.26.2CB (new), 4.26.2CC (new), 4.26.2CD (new), 4.26.2CE (new), 4.26.2CF(new), 4.26.2CG (new), 4.26.2CH (new), 4.28.8, 4.28.8C, 4.28.9A (new), 4.28.9B (new), 4.28.9C (new), 4.28.9D (new), 4.28.9E (new), 4.28.9F (new), the Glossary, Appendix 5A and Appendix 10. | RC\_2015\_03 | |
| 1 November 2019 | Minister amended section 1.28 (new) and the Glossary. | *Wholesale Electricity Market Amendment (BANANAS to provide information to the Minister) Rule 2019*. | |
| 1 February 2020 | Rule Change Panel amended clauses 2.34.4, 3.18.1, 3.18.1A (new), 3.18.1B (new), 3.18.2, 3.18.2A, 3.18.3, 3.18.4, 3.18.4A, 3.18.5, 3.18.5C, 3.18.5D, 3.18.5E (new), 3.18.6, 3.18.6A (new), 3.18.7, 3.18.8, 3.18.9, 3.18.9A (new), 3.18.9B (new), 3.18.10, 3.18.10A (new), 3.18.10B (new), 3.18.10C (new), 3.18.11, 3.18.14, 3.18.15, 3.18.16, 3.18.17, 3.18.20, 3.19.1, 3.19.2, 3.19.2A (new), 3.19.2B (new), 3.19.2C (new), 3.19.2D (new), 3.19.2E (new), 3.19.2F (new), 3.19.2G (new), 3.19.2H (new), 3.19.3, 3.19.3A, 3.19.3B (new), 3.19.3C (new), 3.19.4, 3.19.4A (new), 3.19.6, 3.19.11, 3.19.12, 3.19.13, 3.20.1, 3.21A.14, 7.1.1, 7A.2.4C, 7A.2.6, 7A.2.8A (new), 7A.2.9, 7A.2.9A (new), 7A.2.9B (new), 7A.2.9C (new), heading to section 7A.2A (new), 7A.2A.1 (new), 7A.2A.2 (new), 7A.2A.3 (new), 7A.2A.4 (new) and the Glossary. | RC\_2013\_15 | |
| 22 February 2020 | Minister amended heading to section 1.28, sections 1.29 (new), 1.30 (new), 1.31 (new), 1.32 (new), clauses 2.4A.1, 2.4A.2, 2.8.13, 2.17.1, 2.26.3, 2.26.3A (new), 2.26.4, 2.29.5E, 2.30.1, 2.30.5, 2.38.3, 2.38.4, 2.43.1, 3.16.4, 4.1.1, 4.1.1A, 4.1.1B (new), 4.1.1C (new), 4.1.13, 4.1.15, 4.1.16A, 4.1.18A (new), 4.1.21, 4.1.21A, 4.1.26, 4.1.29, 4.1.31, 4.1.32, 4.2.7, 4.3.1, section 4.4A (new), clauses 4.6.4, 4.6.5, 4.7.3, 4.9.5, 4.9.9, heading before section 4.13, heading to section 4.13, 4.13.1, 4.13.2, 4.13.4, 4.13.5, 4.13.7, 4.13.8, 4.13.9, 4.13.12, 4.13.14, section 4.13A (new), heading before section 4.14 (new), clauses 4.14.1, 4.14.1A, 4.14.1B (new), 4.14.1C (new), 4.14.2, 4.14.6, 4.14.9, 4.14.10, 4.14.11, 4.15.2, 4.17.10, 4.18.1, 4.18.2, 4.20.1, 4.20.5A, 4.20.5AA (new), 4.20.5B, 4.25.1, 4.25.4B, 4.25.4E, 4.26.1, 4.28.2, 4.28.3, 4.28.4, 4.28A.1, 4.28B.8, 4.28C.13, 4.28C.14, 4.29.1, 4.29.1A (new), 4.29.1B (new), 4.29.1C (new), 4.29.1D (new), 4.29.2, 4.29.2A (new), 4.29.2B (new), 4.29.3, heading to section 6.11A, clauses 6.11A.2, 6.17.6D, 7.6.1C, 7.6.1H, 7.7.4A, 9.4.9, 9.4.10, 9.5.1, 9.7.1A, 9.9.2, 10.5.1, the Glossary, Appendix 1 and Appendix 3. | *Wholesale Electricity Market Amendment (Reserve Capacity Pricing Reforms) Rules 2019 (Part 1)*. | |
| 30 March 2020 | Rule Change Panel amended clause 9.13.1. | RC\_2020\_01 | |
| 24 June 2020 | Rule Change Panel amended clause 7.7.5A and Appendix 9. | RC\_2020\_03 | |
| 1 July 2020 | Minister amended clauses 1.4.1, 1.5.1, 1.7.4 (new), sections 1.33 (new), 1.34 (new), heading to section 2.1A, clause 2.1A.2, section 2.2C (new), clauses 2.3.1, 2.9.2CA (new), 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.5D (new), 2.10.7, 2.10.9, 2.10.12D (new), 2.10.13, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.3, 2.11.4, 2.17.1, 2.17.2, 2.21.9 (new), 2.21.10 (new), 2.22A.1, heading before sections 2.27A (new), 2.27A (new), 2.27B (new), 2.27C (new), clauses 10.3.2, 10.5.2 and the Glossary. | *Wholesale Electricity Market Amendment (Constraints Framework and Governance) Rules 2020*. | |
| 1 July 2020 | Minister amended section 1.20A (new), clause 2.1A.2, heading before section 3.24 (new), section 3.24 (new) and the Glossary. | *Wholesale Electricity Market Amendment (Distributed Energy Resources Register and Roadmap Implementation – Costs) Rules 2020*. | |
| 2 July 2020 | Rule Change Panel amended clauses 6.15.4, 9.2.1, 9.16.2, 9.16.3, 9.16.3A, 9.16.4, 9.17.3, 9.18.1, 9.18.2, 9.18.3, 9.18.4, 9.19.1, 9.19.1A, 9.19.1B (new), 9.19.3, 9.19.5, 9.19.6, 9.19.7, 9.20.3, 9.20.4, 9.20.4A (new), 9.20.5, 9.20.6, 9.20.7, 9.20.7A (new), 9.20.7B (new), 9.20.8, 9.21.1, 9.22.2, 9.22.4, 9.22.6, 9.22.7, 9.22.8, 9.23.1, 9.23.4, 9.23.5, 9.23.6, 9.23.7, 9.24.1, 9.24.2, 9.24.4, 9.24.5, 9.24.6, 9.24.7, 9.24.8, 9.24.8A, 9.24.9, 9.24.10 and the Glossary. | RC\_2019\_04 | |
| 21 July 2020 | Rule Change Panel amended clauses 2.13.3A, 2.13.3B, 2.13.9A, 2.13.9B, 2.15.4, 2.16.9G and 2.16.14. | RC\_2018\_05 | |
| 7 August 2020 | Rule Change Panel amended section 1.35 (new), clauses 2.26.1, 6.20.9, 6.20.9A, 6.20.10, 6.20.11, 6.20.12 (new), 6.20.13 (new), 6.20.14 (new), 6.20.15 (new), 6.20.16 (new), 6.20.17 (new), 6.20.18 (new), 6.20.19 (new), 6.20.20 (new), 6.20.21 (new), 6.20.22 (new), 6.20.23 (new), 6.20.24 (new), 6.20.25 (new), 6.20.26 (new), 6.20.27 (new), 6.20.28 (new), 6.20.29 (new), 6.20.30 (new), 10.5.1,10.7.2 (new) and the Glossary. | RC\_2019\_05 | |
| 25 November 2020 | Minister amended section 1.36 (new) and the Glossary. | *Wholesale Electricity Market Amendment (Tranche 1 Amendments) Rules 2020, Schedule A*. | |
| 1 December 2020 | Rule Change Panel amended clauses 7A.1.16, 7A.1.17, 7A.2.6, 7A.2.9, 7A.2.12, 7A.2A.4, 7A.3.5, 7B.2.4 and the Glossary. | RC\_2017\_02 | |
| 1 January 2021 | Minister amended clauses 2.1A.2, 2.22A.1 and the Glossary. | *Wholesale Electricity Market Amendment (Technical Rules Change Management) Rules 2020.* | |
| 1 January 2021 | Minister amended clause 2.1A.2. | *Wholesale Electricity Market Amendment (Tranche 1 Amendments) Rules 2020, Schedule B, Part 1.* | |
| 1 January 2021 | Minister amended sections 1.36A (new), 1.36B (new) and 1.36C (new). | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule A.* | |
| 1 February 2021 | Minister amended heading above section 1.1, heading to section 1.1, clauses 1.1.2, 1.3.1, 1.4.1, 1.4.2, 1.4.3, 1.5.1, 1.5.2, 1.6.1, 1.6.2, 1.7.1, 1.7.3, 1.7.4, 1.7.5 (new), heading to section 1.8, clauses 1.8.1, 1.8.2, 1.8.3, 1.8.5, 1.8.6, heading to section 1.12, 1.12.1, 1.12.2, heading to section 1.13, clauses 1.13.1, 1.13.2, heading to section 1.14, clauses 1.14.1, 1.14.2, 1.14.3, 1.14.4, heading to section 1.15, clauses 1.15.1, 1.15.2, 1.15.3, heading to section 1.16, clauses 1.16.1, 1.16.2, 1.16.3, 1.16.4, 1.16.5, 1.16.6, heading to section 1.17, clauses 1.17.1, 1.17.2, 1.17.3, 1.17.4, 1.17.5, heading to section 1.18, clauses 1.18.1, 1.18.2, 1.18.3, 1.18.4, heading to section 1.19, clauses 1.19.1, 1.19.2, 1.19.3, 1.20.1, 1.20.2, 1.20.5, section 1.21, section 1.22, clauses 1.24.1, heading to section 1.25, clauses 1.25.1, 1.25.2, 1.25.3, 1.25.4, 1.26.1, 1.27.1, 1.28.1, 1.28.3, 1.29.2, 1.30.1, 1.33.2, 1.34.1, 1.36.1, 1.36.7, section 1.37 (new), 1.38 (new), 1.39 (new), 1.40 (new), 1.41 (new), 1.42(new), clauses 2.1A.1A (new), 2.1A.2, 2.1A.3, 2.1A.4 (new), 2.1A.5 (new), 2.1A.6 (new), 2.1A.7 (new), 2.1A.8 (new), heading to section 2.2, clauses 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.2.6, 2.2.7, 2.2.8, 2.2A.1, 2.2B.2, 2.2B.3, 2.2C.1, section 2.2D (new), clauses 2.3.1, 2.3.3, 2.3.5, 2.3.15, 2.3.17, heading to section 2.4, clauses 2.4.1, 2.4.1A, 2.4.2, 2.4.4, heading to section 2.4A, clauses 2.4A.2, 2.5.4, 2.5.7, 2.8.4, 2.8.5, 2.8.7, 2.8.13, heading to section 2.9, clauses 2.9.2, 2.9.2A, 2.9.2B, 2.9.2C, 2.9.2CA, 2.9.2CB (new), 2.9.2D, 2.9.3, 2.9.4, 2.9.5, 2.9.7, 2.9.7A, 2.9.7B, 2.9.7C, 2.9.8, 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.5A, 2.10.5E (new), 2.10.6, 2.10.7, 2.10.9, 2.10.10, 2.10.12A, 2.10.12E (new), 2.10.13, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.3, 2.11.4, heading to section 2.13, clauses 2.13.2, 2.13.3, 2.13.3A, 2.13.4, 2.13.6, 2.13.6A, 2.13.6B, 2.13.6C, 2.13.6D, 2.13.6E, 2.13.6F, 2.13.6G, 2.13.6H, 2.13.6K, 2.13.7, 2.13.8, 2.13.9, 2.13.9A, 2.13.9C, 2.13.9D, 2.13.10, 2.13.11, 2.13.12, 2.13.13, 2.13.15, 2.13.16, 2.13.18, 2.13.23, 2.14.3, 2.14.5A, 2.14.5B, 2.14.5C, 2.15.1, 2.15.2, 2.15.3, 2.15.4, 2.15.6A, 2.15.6B, 2.15.6C, 2.16.2, 2.16.7, 2.16.9, 2.16.9D, 2.16.9FA, 2.16.10, 2.16.12, 2.16.14, 2.17.1, 2.17.2, 2.18.1, 2.18.2, 2.18.4, 2.21.1, 2.21.3, 2.21.4, 2.21.5, 2.21.7, 2.21.9, 2.21.11 (new), 2.21.12 (new), heading to section 2.22A, clauses 2.22A.1, 2.22A.2, 2.22A.2A, 2.22A.4, 2.22A.5, 2.22A.7, 2.22A.11, 2.22A.12, 2.22A.14, 2.24.1, 2.24.2, 2.24.2A, 2.24.2B, 2.24.3, 2.24.4, 2.24.5, 2.24.5B, 2.24.6, 2.25.1, 2.25.2, 2.25.4, 2.26.3, 2.27.6, 2.27.10, 2.27.14, 2.27.15, 2.27.17, 2.27A.2, 2.27A.3, 2.27A.4, 2.27A.6, 2.27A.7, 2.27A.10, 2.27A.11, 2.27B.2, 2.27B.3, 2.27B.4, 2.27B.6, 2.27B.8, 2.27C.2, 2.28.1, 2.28.3, 2.28.3A, 2.28.3B, 2.28.3C, 2.28.11A, 2.28.11B, 2.28.13, 2.28.14, 2.28.14A, 2.28.16A, 2.28.16B, 2.28.17, 2.28.19, 2.29.1, 2.29.6, 2.29.7, 2.29.10, 2.30.5, 2.30.7, 2.30.10, 2.30.11, 2.30A.6, 2.30B.3, 2.30B.10, 2.30C.1, 2.30C.2, 2.30C.3, 2.30C.4, 2.31.1, 2.31.6, 2.31.7, 2.31.8, 2.31.9, 2.31.13, 2.31.17, 2.31.22, 2.31.23, 2.32.8, 2.33.1, 2.34.2, 2.34.2A, 2.34.7, 2.35.1, 2.35.2, 2.35.4, 2.36.1, 2.36.5, 2.36A.1, 2.36A.2, 2.36A.3, 2.36A.4, 2.37.4, 2.37.7, 2.37.8, 2.38.3, 2.38.4, 2.38.7, 2.40.1, 2.41.5, 2.42.4, 2.43.1, 2.44.1, 3.2.2, 3.2.4, 3.2.5, 3.2.6, 3.2.7, 3.2.8, 3.3.1, 3.3.2, 3.3.3, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 3.4.5, 3.4.6, 3.4.7, 3.4.8, 3.4.9, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.5.9, 3.5.10, 3.5.11, 3.6.1, 3.6.2, 3.6.4, 3.6.5, 3.6.6, 3.6.6A, 3.6.6B, 3.7.1, 3.7.2, 3.7.3, 3.7.5, 3.7.6, 3.8.3, 3.8.4, 3.8.5, 3.8.5A, section 3.8A (new), clauses 3.10.2, 3.10.4, 3.10.5, 3.10.6, 3.11.1, 3.11.2, 3.11.3, 3.11.4, 3.11.6, 3.11.7, 3.11.7A, 3.11.8, 3.11.8A, 3.11.8B, 3.11.8E, 3.11.9, 3.11.10, 3.11.11, 3.11.12, 3.11.13, 3.11.14, 3.11.15, 3.12.1, 3.13.3, 3.13.3A, 3.13.3C, 3.16.1, 3.16.3, 3.16.4, 3.16.5, 3.16.6, 3.16.7, 3.16.8, 3.16.8A, 3.16.9, 3.16.10, 3.17.1, 3.17.4, 3.17.5, 3.17.6, 3.17.7, 3.17.8, 3.17.9, 3.17.10, 3.18.1B, 3.18.2, 3.18.2A, 3.18.3, 3.18.4, 3.18.4A, 3.18.5, 3.18.5A, 3.18.5B, 3.18.5C, 3.18.5D, 3.18.5E, 3.18.7A, 3.18.8, 3.18.9, 3.18.9A, 3.18.9B, 3.18.10, 3.18.10A, 3.18.10B, 3.18.10C, 3.18.11, 3.18.11A, 3.18.12, 3.18.13, 3.18.14, 3.18.15, 3.18.16, 3.18.17, 3.18.18, 3.18.19, 3.18.21, 3.19.1, 3.19.2, 3.19.2A, 3.19.2B, 3.19.2C, 3.19.2D, 3.19.2F, 3.19.2G, 3.19.2H, 3.19.3, 3.19.3A, 3.19.3B, 3.19.3C, 3.19.4, 3.19.4A, 3.19.5, 3.19.6, 3.19.7, 3.19.8, 3.19.9, 3.19.10, 3.19.11, 3.19.12, 3.19.13, 3.19.14, 3.20.1, 3.20.2, 3.20.3, 3.21.1, 3.21.2, 3.21.2A, 3.21.3, 3.21.4, 3.21.5, 3.21.6, 3.21.7, 3.21.8, 3.21.9, 3.21.10, 3.21.11, 3.21.12, 3.21A.2, 3.21A.3, 3.21A.4, 3.21A.6, 3.21A.7, 3.21A.8, 3.21A.9, 3.21A.10, 3.21A.11, 3.21A.12, 3.21A.13, 3.21A.15, 3.21A.17, 3.21B.1, 3.21B.2, 3.21B.3, 3.21B.4, 3.21B.5, 3.21B.6, 3.21B.7, 3.21B.8, 3.23.1, 3.24.1, 3.24.2, 3.24.3, 3.24.5, 3.24.6, 3.24.7, 3.24.8, 3.24.9, 3.24.10, 3.24.11, 3.24.12, 3.24.14, 3.24.15, 3.24.16, Chapter 3A (new), Chapter 3B (new), 4.1.1C, 4.1.10, 4.1.34, 4.1.36, 4.1.37, 4.3.1, 4.4A.2, 4.4A.4, 4.4A.7, 4.5.7, 4.5.14, 4.5.14B, 4.5.14C, 4.5.14D, 4.5.14E, 4.5.14F, 4.5.15, 4.5.16, 4.5.17, 4.5.20, 4.7.2, 4.7.3, 4.9.3, 4.9.10, 4.10.1, 4.10A.6, 4.11.1, 4.11.1A, 4.11.1B, 4.11.6, 4.12.1, 4.12.6, 4.13.4, 4.13.5, 4.13.8, 4.13.9, 4.13.10A, 4.13.10C, 4.13A.6, 4.13A.12, 4.13A.14, 4.13A.23, 4.13A.25, 4.14.2, 4.14.8, 4.14.11, 4.16.3, 4.16.5, 4.16.6, 4.16.7, 4.16.8, 4.16.9, 4.17.1, 4.17.4, 4.17.9, 4.20.3, 4.20.7, 4.20.13, 4.24.6, 4.24.13, 4.24.18, 4.24.19, 4.25.2, 4.25.3A, 4.25.3B, 4.25.4, 4.25.4CA, 4.25.5, 4.25.6, 4.25.9, 4.25.14, 4.25A.1, 4.26.1C, 4.26.2, 4.26.2CB, 4.26.2CD, 4.26.2CE, 4.26.2D, 4.27.3A, 4.27.5, 4.27.12, 4.28.9A, 4.28.9C, 4.28.9D, 4.28.9E, 4.28.12, 4.28A.3, 4.28B.9, 4.28C.15, 5.2A.3, 5.3A.3, 5.3A.4, 5.7.2, 5.7.4, 5.9.3, 6.3A.2, 6.3A.3, 6.12.1, 6.13.1, 6.15.2, 6.16A.1, 6.16A.2, 6.16B.1, 6.16B.2, 6.17.3, 6.17.4, 6.17.5, 6.17.5A, 6.17.6B, 6.17.6D, 6.17.6E, 6.17.6F, 6.17.9, 6.19.5, 6.19.6, 6.19.10, 6.20.2, 6.20.9, 6.20.9A, 6.20.11, 6.20.24, 7.1.1, 7.1.2, 7.1.3, 7.2.1, 7.2.3A, 7.2.4, 7.2.5, 7.2.6, 7.3.4, 7.6.1, 7.6.1A, 7.6.1B, 7.6.1C, 7.6.1D, 7.6.1E, 7.6.1F, 7.6.1H, 7.6.2A, 7.6.10, 7.6.10A, 7.6.11, 7.6.12, 7.6.13, 7.6A.1, 7.6A.2, 7.6A.3, 7.6A.4, 7.6A.5, 7.6A.6, 7.6A.7, 7.6A.8, 7.6A.10, 7.7.1, 7.7.2, 7.7.4A, 7.7.5, 7.7.5A, 7.7.5B, 7.7.5C, 7.7.5D, 7.7.6, 7.7.6A, 7.7.6B, 7.7.6C, 7.7.7, 7.7.7A, 7.7.7B, 7.7.8, 7.7.9, 7.7.10, 7.7.11, heading to section 7.8, clauses 7.8.1, 7.8.2, 7.8.3, 7.9.1, 7.9.1A, 7.9.2, 7.9.3, 7.9.4, 7.9.5, 7.9.6, 7.9.6A, 7.9.7, 7.9.8, 7.9.9, 7.9.10, 7.9.12, 7.9.13, 7.9.14, 7.9.15, 7.9.16, 7.9.17, 7.9.18, 7.9.19, 7.10.2, 7.10.3, 7.10.3A, 7.10.4, 7.10.4A, 7.10.5, 7.10.6A, 7.10.7, 7.10.8, 7.11.2, 7.11.3, 7.11.3A, 7.11.4, 7.11.5, 7.11.6, 7.11.6A, 7.11.6B, 7.11.7, 7.11.9, 7.12.1, 7.12.2, 7.13.1, 7.13.1A, 7.13.1B, 7.13.1C, 7.13.1D, 7.13.1E, 7.13.1F, 7.13.1G, 7.13.2, 7.13.3, 7.13.4, 7.13.5, 7A.1.6, 7A.1.11, 7A.1.12, 7A.1.15, 7A.1.16, 7A.2.9, 7A.2.9B, 7A.2.9C, 7A.2.18, 7A.2A.1, 7A.2A.2, 7A.2A.3, 7A.2A.4, 7A.3.1, 7A.3.2, 7A.3.3, 7A.3.4, 7A.3.7, 7A.3.7A, 7A.3.8, 7A.3.9, 7A.3.15, 7A.4.2, 7A.4.7, 7B.1.2, 7B.1.4, 7B.1.5, 7B.2.18, 7B.2.19, 7B.3.1, 7B.3.2, 7B.3.6, 7B.3.7, 7B.3.8, 7B.4.1, 7B.4.2, 8.6.2, 8.7.1, 8.8.1, 9.1.1, 9.1.2, 9.1.3, 9.2.1, 9.3.4, 9.4.5, 9.4.10, 9.4.15, 9.4.17, 9.4.18, 9.7.2, 9.9.2, 9.13.1, 9.15.1, 9.16.2, 9.16.3, 9.16.3A, 9.19.1, 9.20.1, 9.20.4, 9.20.5, 9.20.6, 9.22.4, 9.22.5, 9.22.9, 9.22.11, 9.23.1, 9.23.4, 9.24.1, 9.24.2, 9.24.3, 9.24.3A, 10.2.1, 10.2.2, 10.2.3, 10.2.3A, 10.2.3B, 10.2.7, heading to section 10.3, clauses 10.3.1, 10.3.2, 10.4.2, heading above section 10.5, clauses 10.5.1, 10.5.3, 10.7.1, heading to section 10.9, clause 10.9.1, the Glossary, Appendix 1, Appendix 5A, Appendix 9, Appendix 11, Appendix 12 (new) and Appendix 13 (new). | *Wholesale Electricity Market Amendment (Tranche 1 Amendments) Rules 2020, Schedule B, Part 2.* | |
| 1 February 2021 | Minister amended clauses 1.4.1, 1.36A.2, 1.36A.3, 1.36A.6, 1.36A.7, 1.36B.2, 1.36B.3, 1.36B.6, 1.36B.7, 2.9.2D, 2.10.10, 2.10.13, 2.36A.2, 2.36A.5, 3.13.3B, 4.16.3 and 7.6A.5. | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule B*. | |
| 1 February 2021 | Minister amended Appendix 12. | *Wholesale Electricity Market Amendment (Governance) Rules 2021, Schedule A*. | |
| 1 February 2021 | Minister amended section 1.45 (new), section 4.2 (replaced), section 4.3 (replaced), heading to section 4.4, clauses 4.4.1, 4.8.2, 4.8.3, heading above section 4.8A (new), section 4.8A (new), clauses 4.9.1, 4.9.3, 4.9.5, 4.9.7A (new), 4.9.8, 4.9.9, 4.10.1, 4.10.2, 4.10.3, 4.10.3A and the Glossary. | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/20)*. | |
| 29 June 2021 | Rule Change Panel amended clauses 3.18.1A, 3.18.2A, 3.18.4A, 3.18.9A, 3.19.2E, 3.21.1, 3.21.2, 3.21.2B (new), 3.21.3, 3.21.4, 3.21.4A (new), 3.21.4B (new), 3.21.5, 3.21.5A (new), 3.21.6, 3.21.6A (new), 3.21.6B (new), 3.21.7, 3.21.8, 3.21.9, 3.21.10, 3.21.11, 3.21.12, 3.21.13 (new), 3.21.14 (new), 3.21.15 (new), 3.21.16 (new), 3.21.17 (new), 4.11.1, 4.12.6, 4.25.3A, 4.25.9, 4.26.1, 4.26.1A, 4.26.1C, 4.26.2, 4.26.6, 6.3A.2, 6.3A.3, 6.15.2, 6.15.3, 6.17.5A, 6.17.9, 6.17.10, 7.3.4, 7.3.5, 7.10.2, 7.13.1A, 7.13.1D, 7.13.1E, 7.13.1F, 7.13.1G, 7A.2.4A, 7A.2.8A, 7A.2.8B (new), 7A.2.10, 7A.2A.1, 7A.2A.2, the Glossary and Appendix 9. | RC\_2014\_03 | |
| 1 July 2021 | Minister amended clauses 1.4.1, 1.4.2, 1.5.1, 1.5.2, 1.6.1, 1.7.3, 1.7.3A (new), 1.7.5, sections 1.17A (new), 1.18A (new), 1.19A (new), clauses 2.1A.2, 2.2A.1, heading to section 2.2B, clauses 2.2B.1, 2.2B.2, 2.2D.1, 2.3.1, 2.3.1B (new), 2.3.1C (new), 2.3.2, 2.3.4, 2.3.5, 2.3.5A, 2.3.5B (new), 2.3.5C (new), 2.3.7A (new), 2.3.8, 2.3.8A (new), 2.3.8B (new), 2.3.8C (new), 2.3.8D (new), 2.3.8E (new), 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.16, 2.3.17, heading to section 2.4, clauses 2.4.1, 2.4.2, 2.4.3, 2.4.3A, 2.5.1, 2.5.1C (new), 2.5.2, 2.5.3, 2.5.3A (new), 2.5.3B (new), 2.5.4, 2.5.5, 2.5.6, 2.5.7, 2.5.8, 2.5.8A (new), 2.5.9, 2.5.10, 2.5.11, 2.5.12, 2.5.14, 2.5.15, 2.6.1, 2.6.2, 2.6.3, 2.6.3A, 2.6.4, 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, 2.7.7, 2.7.7A, 2.7.8, heading to section 2.8, clauses 2.8.1, 2.8.2, 2.8.3, 2.8.5, 2.8.6, 2.8.7, 2.8.9, 2.8.10, 2.8.11, 2.8.12, 2.8.13, 2.9.2C, 2.9.5, 2.9.7C, 2.10.1, 2.10.2, 2.10.2A, 2.10.3, 2.10.5C, 2.10.7, 2.10.9, 2.10.10, 2.10.12C, 2.10.13, 2.10.17, 2.10.18, 2.11.1, 2.11.2, 2.11.4, 2.16.1, 2.16.2, 2.16.4, 2.16.5, 2.16.6, 2.16.7, 2.16.9, 2.16.9A, 2.16.10, 2.16.11, 2.16.12, 2.16.13, 2.16.13A (new), 2.16.13B (new), 2.16.13C (new), 2.16.13D (new), 2.16.13E (new), 2.16.13F (new), 2.16.14, 2.16.15A (new), 2.16.16, 2.17.1, 2.17.2, 2.21.7, 2.21.8, 2.22A.1, 2.24.2, 2.24.2A, 2.24.2B, 2.24.3, 2.24.4, 2.24.5B, 2.24.5C (new), 2.24.5D (new), 2.24.5E (new), 2.24.6, 2.24.6A (new), 2.25.1, 2.25.1A, 2.25.1C (new), 2.25.2, 2.25.3, 2.25.4, 2.25.4A, heading to section 2.26, clauses 2.26.1, 2.26.2, 2.26.3, 2.32.7A, 4.5.14, 4.5.15, 4.5.16, 4.5.17, 4.5.18, 4.5.19, 4.5.20, 4.11.1E, 4.11.1F, 4.16.1, 4.16.3, 4.16.5, 4.16.6, 4.16.7, 4.16.8, 4.24.19, 4.26.1D, 4.26.1E, 6.20.6, 6.20.7, 6.20.9, 6.20.9A, 6.20.10, 6.20.11, 9.1.2, 9.13.1, 10.2.2, 10.2.3, 10.2.3B, 10.2.3BA (new), 10.3.2, 10.5.1 and the Glossary. | *Wholesale Electricity Market Amendment (Governance) Rules 2021, Schedule B*. | |
| 1 July 2021 | Minister amended clauses 2.29.5B, 2.29.12 (new), 2.29.13 (new), 2.29.14 (new), 2.29.15 (new), section 4.5A (new), clauses 4.8A.7 (new), 4.11.1, 4.11.1C, 4.11.1D, 4.11.2, 4.11.3, 4.11.3A, 4.11.3B, 4.11.3BA (new), 4.11.4, 4.11.5, 4.11.6, 4.11.7, 4.11.8, 4.11.9, 4.11.10A, the Glossary and Appendix 9 (replaced). | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/20)*. | |
| 1 July 2021 | Minister amended section 1.43 (new), clause 1.45.6 (new), section 2.34A (new), section 2.36A (replaced), clauses 4.4A.1, 4.4A.2, 4.16.2, 4.28C.7 and 4.28C.11. | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/96)*. | |
| 1 July 2021 | Minister amended section 1.36D (new), clauses 1.43.1, 1.45.1, 1.45.4, 1.45.5, 1.45.6, 1.45.6A (new), 1.45.8, 1.45.9, 1.45.10, 1.45.11 (new), sections 1.49 (new), 1.50 (new), clauses 2.9.4, 2.11.3, 2.29.5B, 2.29.12, 2.29.13, 2.29.14, 2.29.15, heading before clause 2.34A.1 (new), clauses 2.34A.2, 2.34A.4, 2.34A.4C (new), 2.34A.6, 2.34A.9, 2.34A.12, 2.34A.12A (new), 2.34A.12B (new), 2.34A.12C (new), 2.34A.12D (new), 2.34A.12E (new), 2.34A.12F (new), 2.34A.12G (new), 2.34A.12H (new), 2.34A.14 (new), 2.36A.1, section 3.1A (new), clauses 3.8.5A, 4.2.1, 4.2.7, 4.8A.1, 4.8A.3, 4.8A.5, 4.8A.6, 4.8A.7, 4.10.1, 4.11.1, 4.13.10B, 6.20.7, 9.15.1, 9.24.3A, the Glossary and Appendix 9 (replaced). | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 1) Rules 2021, Schedule A*. | |
| 1 August 2021 | Minister amended clause 4.8A.7 (new). | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 1) Rules 2021, Schedule B.* | |
| 1 October 2021 | Minister amended clauses 2.31.13, 2.34.7, 2.34.14, 4.5.13, 4.5.14A, 4.5.14B, 4.5.14C, 4.5.14D, 4.5.14E, 4.5.14F, 4.25.1, 4.25.2, 4.25.3B, 4.25.4, 4.25.4B, 4.25.4CA, 4.25.4E, 4.25.4G (new), 4.25.4H (new), 4.25.4I (new), 4.25.9, 4.25A.5, 4.26.1, 4.28.1, 4.28.2, 4.28.4, 4.29.3, heading to section 6.11A, clauses 6.11A.1, 6.11A.2, 6.11A.4, 6.12.1, 6.17.6, 6.17.6B, 6.17.6C, 6.17.6D, 6.17.6E, 6.17.6F, 6.17.7, 6.21.2, 7.6.1C, 7.6.1E, 7.6.1H, 7.6.10, 7.7.4A, 9.4.1, 9.4.2, 9.4.4, 9.4.5, 9.4.9, 9.4.10, 9.4.12, 9.4.13, 9.4.14, 9.4.15, 9.4.16, 9.4.17, 9.5.1, 9.5.2, 9.7.1A, 9.7.1B, 9.8.1, 10.5.1, the Glossary, Appendix 1 and Appendix 5. | *Wholesale Electricity Market Amendment (Reserve Capacity Pricing Reforms) Rules 2019 (Part 2)*. | |
| 1 October 2021 | Minister amended clauses 2.31.13, 4.25.2, 4.25.4CA, 9.4.10, 9.4.15 and 9.4.17. | *Wholesale Electricity Market Amendment (Tranche 1 Amendments) Rules 2020, Schedule C.* | |
| 1 October 2021 | Minister amended clauses 2.35.4 and 2.36A.5. | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/96)*. | |
| 1 October 2021 | Minister amended heading before clause 2.34A.12I (new), clauses 2.34A.12I (new), 2.34A.12J (new), heading before clause 2.34A.13 (new), clause 2.34A.13 (new), heading before section 7.13A (new), section 7.13A (new) and the Glossary. | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 1) Rules 2021, Schedule C.* | |
| 1 October 2021 | Minister amended clauses 2.36.7, 2.36A.6 (new), section 4.1 (replaced) and clause 4.4A.2. | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/166)*. | |
| 1 October 2021 | Minister amended clause 1.7.3A, heading to section 1.17A, clauses 1.17A.1, 1.19A.2, 1.36B.2A (new), 1.36B.6, sections 1.51 (new), 1.52 (new), clauses 2.3.2, 2.4.3, 2.4.3B (new), 2.4.3C (new), 2.4.3D (new), 2.4.3E (new), 2.4.4, 2.5.1D (new), 2.5.7, 2.5.11, 2.6.1, 2.7.2, 2.7.7, 2.7.8, 2.8.14 (new), 2.9.2D, 2.10.2A, 2.10.9, 2.10.10, 2.10.13, 2.11.2, 2.16.5, 2.16.9D, 2.16.9FA, 2.16.14, 2.24.1, 2.25.1A, 2.25.4, 2.32.7A, 2.34A.6, 2.34A.8, 2.34A.11, 3.13.3A, 3.13.3B, 3.13.3C, 4.4.1, 4.4A.1, 4.8.3, 4.9.3, 4.9.5, 4.9.9, 4.10.2, 4.11.1, 4.11.3, 4.11.3BA, 4.11.6, 4.16.6, 4.16.7, 4.16.8, 6.20.9, 6.20.9A, 10.2.2, 10.2.3, the Glossary, Appendix 9 and Appendix 12. | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 2) Rules 2021, Schedule A.* | |
| 30 October 2021 | Minister amended clause 2.22A.2B (new). | *Wholesale Electricity Market Amendment (Transitional Provisions) Rules 2021.* | |
| 1 November 2021 | Minister amended clause 4.9.10 and section 4.13B (new). | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/96)*. | |
| 1 November 2021 | Minister amended clauses 4.3.1, 4.4.1, section 4.4B (new), clauses 4.5.2, 4.5.3A, 4.5.9, 4.5.10, 4.5.13, 4.6.1, 4.6.2, 4.6.3, 4.27.2, 4.27.3, 4.27.4, 4.27.4A, 4.27.10, 4.27.11C, section 4.28C (replaced), | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette 2021/166)*. | |
| 1 November 2021 | Minister amended section 1.53 (new), clauses 4.5.2, 4.9.10 and 4.28C.8. | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 2) Rules 2021, Schedule B.* | |
| 1 December 2021 | Minister amended clauses 2.29.12 and 4.8A.3. | *Wholesale Electricity Market Amendment (Miscellaneous Amendments No. 2) Rules 2021, Schedule C.* | |
| 18 December 2021 | Minister amended clause 2.1A.2 and the Glossary. | *Wholesale Electricity Market Amendment (Tranches 2 and 3 Amendments) Rules 2020, Schedule C (in accordance with notice in Gazette published on 17 December 2021*. | |
| 18 December 2021 | Minister amended section 1.20 (deleted), 1.20A (deleted), clauses 1.33.1, 1.36.6, 1.36.7 (new), 1.43.6, 1.43.7 (new), section 1.43A (new), 1.48A (new), clauses 2.1A.2, 2.2A.1, 2.9.2F (new), 2.22A.1, 2.22A.2, 2.22A.2A, 2.22A.2B, 2.22A.3, 2.22A.4, 2.22A.5, 2.22A.6, 2.22A.7, 2.22A.8, 2.22A.9, 2.22A.10, 2.22A.11, 2.22A.12, 2.22A.13, 2,22A,13A (new), 2.22A.14, 2.22A.15 (new), 2.22A.16 (new), 2.22A.17 (new), 2.24.2, 2.24.3, 2.33.1, 3A.13.2A (new), 4.1.23A, 4.1.23B, 4.1.24, 4.2.7, 4.10.3, 4.10.3A, 4.11.3B, 4.11.3BA and the Glossary. | *Wholesale Electricity Market Amendment (Tranche 5 Amendments) Rules 2021, Schedule A.* | |

1. A Facility may satisfy its fuel obligations using a combination of primary and alternative fuels. [↑](#footnote-ref-1)
2. See clause 4.26.1 in relation to the refund payable where a Market Participant holding Capacity Credits associated with a Facility fails to comply with the Reserve Capacity Obligations for the Facility. [↑](#footnote-ref-2)
3. See section 4.13A in relation to Reserve Capacity Security for Demand Side Programmes. [↑](#footnote-ref-3)
4. On this occasion, the MWh number does not get divided by 2, because measurement is across a full hour, ie. 2 Trading Intervals. [↑](#footnote-ref-4)
5. For both proportional and integral control actions. Note that one per unit excitation voltage is that field voltage required to produce nominal voltage on the air gap line of the Generating Unit open circuit characteristic (refer IEEE Standard 115-1983 - Test Procedures for Synchronous Machines). [↑](#footnote-ref-5)