

ELECTRICITY INDUSTRY ACT 2004
ELECTRICITY INDUSTRY (WHOLESALE ELECTRICITY - MARKET)
REGULATIONS 2004
Wholesale Electricity Market Rules

IMO AMENDING RULES RC_2010_11 MADE ON 8 April 2011
These Amending Rules commence at 08.00am on 1 July 2011

The following clauses are amended (~~deleted wording~~, new wording):

2.1.2. The functions of the IMO are:

...

- (e) ~~to administer tender processes for Network Control Services where required by these Market Rules and to enter into Network Control Service Contracts;~~ [Blank]

...

2.8.13. The following clauses are Protected Provisions:

- (a) clauses 1.1 to 1.3 and 1.5 to 1.9 ;
- (b) clauses 2.1 to 2.24, 2.28, 2.31.1, 2.31.3, 2.31.5(a), 2.31.6, 2.34.1 and 2.36.1;
- (c) clauses 3.15, 3.18.18 and 3.18.19;
- (d) clauses 4.1.4 to 4.1.12, 4.1.15 to 4.1.19, 4.1.21, 4.1.22, 4.1.24, 4.1.27, 4.5.10, 4.5.11, 4.5.15 to 4.5.20, 4.13.10, 4.13.10A, 4.13.11, 4.13.11A, 4.13.11B, 4.16, 4.24.1, 4.24.2 and 4.24.12;
- (e) ~~clauses 5.2.3, 5.2.7 and 5.5.1;~~ [Blank]
- (f) clauses 9.16.3, 9.16.4 and 9.20.2; and
- (g) clauses 10.1.1, 10.1.2, 10.2.1, 10.3 and 10.4.

2.17.1. Decisions by the IMO made under the following clauses are Reviewable Decisions:

...

- (h) clauses 2.37.1 to 2.37.3;
- (i) ~~clause 2.37.6 and 2.37.7;~~ [Blank]
- (j) clause 4.9.9;
- (k) clause 4.15.1;
- (l) clause 4.27.7;
- (m) clause 4.28.7; and
- (n) ~~clauses 5.2.6 and 5.2.7;~~ [Blank]
- (o) ~~clause 5.3.6; and~~ [Blank]

- (p) clause 10.2.1.
- 2.22.1. For the purposes of this clause 2.22, the services provided by the IMO are:
- (a) market operation services, including the IMO's operation of the Reserve Capacity market, STEM and Balancing and the IMO's settlement and information release functions;
 - (b) system planning services, including the IMO's performance of the Long Term PASA function and functions under Chapter 5; and
 - (c) market administration services, including the IMO's performance of the Market Rule change process, Market Procedure change process, the operation of the Market Advisory Committee and other consultation, monitoring, enforcement, audit, registration related functions and other functions under these Market Rules.
- 2.37.6. ~~The IMO must determine a Credit Limit for each Network Operator that is required under these Market Rules to fund a Network Control Service Contract, where this Credit Limit is the dollar amount determined by the IMO as being equal to maximum possible amount payable over a 70 day period under the Network Control Service Contracts relating to the Network Operator. [Blank]~~
- 2.37.7. ~~The IMO must review the Network Operator's Credit Limit when a Network Control Services Contract relating to the Network Operator commences or terminates. [Blank]~~
- 2.37.8. The IMO must notify each Market Participant, ~~and each Network Operator required to fund a Network Control Service Contract,~~ of their Credit Limit, and provide details of the basis for the determination of the Credit Limit.
- 2.38.1. ~~Where at any time a Market Participant, or Network Operator that is required to fund a Network Control Service Contract,~~ does not meet the Acceptable Credit Criteria set out in clause 2.38.6, then the Market Participant, ~~or Network Operator required to fund a Network Control Service Contract,~~ must ensure that the IMO holds the benefit of Credit Support in an amount not less than its Credit Limit.
- 2.38.2. ~~Where a Market Participant's or a Network Operator's existing Credit Support is due to expire or terminate, then that Market Participant or Network Operator~~ must, at least 10 Business Days before the time when the existing Credit Support will expire or terminate, ensure that the IMO holds the benefit of a replacement Credit Support in an amount not less than the level required under clause 2.38.1 that will become effective at the expiry of the existing Credit Support.
- 2.38.3. ~~Where a Market Participant's or a Network Operator's Credit Limit is increased,~~ or where the existing Credit Support is no longer current or valid (for example, because the credit support provider ceases to meet the Acceptable Credit

Criteria) or where some or all of the Credit Support has been drawn on by the IMO in accordance with these Market Rules, then that Market Participant or ~~Network Operator~~ must ensure that the IMO holds the benefit of a replacement Credit Support in an amount not less than the level required under clause 2.38.1 within one Business Day.

- 2.38.4. The Credit Support for a Market Participant or ~~Network Operator~~ 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 Market Participant;
 - ii. is a guarantee or bank undertaking in a form prescribed by the IMO;
 - iii. is duly executed by the credit support provider and delivered unconditionally to the IMO;
 - iv. constitutes valid and binding unsubordinated obligations to the credit support provider to pay to the IMO amounts in accordance with its terms which relate to obligations of the relevant Market Participant or ~~Network Operator~~ under the Market Rules; and
 - v. permits drawings or claims by the IMO to a stated amount; or
 - (b) a cash deposit ("**Security Deposit**") made with the IMO by or on behalf of the Market Participant or ~~Network Operator~~.
- 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 the IMO must pay the Market Participant or ~~Network Operator~~ the interest accumulated at the end of each calendar month less any liabilities and expenses incurred by the IMO, including bank fees and charges.

5 Network Control Services ~~Procurement~~

Network Control Service ~~Tender Process and Timelines~~

5.1. Definitions and ~~Obligations~~

- 5.1.1. A Network Control Service is ~~any service specified according to clause 5.2.1 a service provided by distributed generation or demand side management that can be a substitute for transmission or distribution network upgrades.~~
- 5.1.2. A Network Control Service Contract is a contract between ~~the IMO~~ a Network Operator and a Market Participant for the Market Participant to provide a Network Control Service.
- 5.1.3. ~~The IMO must not enter into a Network Control Service Contract except:~~
- (a) ~~following a tender process under clause 5.4; or~~

- (b) — in the case of a Network Control Service Contract to apply from Energy Market Commencement, with the approval of the Minister. [Blank]
- 5.1.4. The IMO must seek to carry out the expression of interest, certification and tender processes in this Chapter 5 in a way that minimises its costs of doing so. [Blank]
- 5.2. Network Control Service Procurement Requirements [Blank]**
- 5.2.1. Where required by the Access Code to submit a major augmentation, as defined in the Access Code, to the tender process set out in the Market Rules, a Network Operator must notify the IMO of the opportunity for network support generation or Demand Side Management to compete with a transmission or distribution upgrade. The notification must include:
- (a) — a specification of the services that would be required from the facility, including:
- i. — the maximum active and reactive power quantities required, specified in MW and MVAR;
 - ii. — the estimated number of hours per year that the services would be required; and
 - iii. — the required period of notice to call upon the services;
- (b) — the location at which the facility would need to connect to the relevant network;
- (c) — the Network Operator's estimate of the costs involved in connecting a generation facility that could provide the services specified in paragraph (a) from the location specified in paragraph (b);
- (d) — the date by which the facility is required to be in service;
- (e) — the Network Operator's estimate of the cost of an augmentation to the Network that would provide the services; and
- (f) — the minimum period over which the services would be required, from the date specified in paragraph (d). [Blank]
- 5.2.2. The minimum period over which the Network Control Service is required is the period specified under clause 5.2.1(f). The IMO may at any time extend the length of the contracted period. [Blank]
- 5.2.3. The IMO must call for expressions of interest from potential service providers to identify whether any other person could provide the required Network Control Service. [Blank]
- 5.2.4. A person (“**potential service provider**”) may submit a written expression of interest to the IMO indicating that the potential service provider considers that it would be able to provide the Network Control Service. The expression of interest must contain:

- ~~(a) — the approximate quantity of the Network Control Service that the potential service provider would be able to supply;~~
 - ~~(b) — whether the Network Control Service will be provided by a generation facility or Demand Side Management option ;~~
 - ~~(c) — indicative arrangements for activating the Network Control Service;~~
 - ~~(d) — the approximate cost of the Network Control Service; and~~
 - ~~(e) — other material terms and conditions which the potential service provider proposes would apply to the provision of the Network Control Service.~~
- [Blank]

5.2.5. ~~An expression of interest is not binding on the potential service provider. A person is not required to have submitted an expression of interest to submit a tender response for any Network Control Service tender under clause 5.4.~~

[Blank]

5.2.6. ~~Where, after considering the responses to the expression of interest, the IMO identifies that no person could provide the required Network Control Service for a cost that is less than 50% above the Network Operator's estimate referred to in clause 5.2.1(e), then the IMO must:~~

- ~~(a) — notify that Network Operator that there are no other alternative providers; and~~
- ~~(b) — notify each person that submitted an expression of interest that no tender will be held.—[Blank]~~

5.2.7. ~~Where the IMO identifies that a person other than the Network Operator described in clause 5.2.1 could provide the required Network Control Service, for a cost that is less than 50% above the Network Operator's estimate referred to in clause 5.2.1(e), then the IMO must:~~

- ~~(a) — make the announcement in clause 5.4.1 within 10 Business Days of the closing date for expressions of interest; and~~
- ~~(b) — carry out the tender process described in clause 5.4.—[Blank]~~

5.2A Registration and Certification

5.2A.1. Where a Market Participant enters into a Network Control Service Contract for a Facility, the Market Participant must ensure that the Facility is registered as a Registered Facility during the period for which Network Control Services are to be provided under the Network Control Service Contract.

5.2A.2. Where a Market Participant enters into a Network Control Service Contract for a Facility then the Market Participant must apply to the IMO for Certified Reserve Capacity in respect of the Facility, in respect of each Reserve Capacity Cycle that the Facility would be eligible to participate in over the period for which Network Control Services will be provided under the relevant Network Control

Service Contract.

5.3. ~~Network Control Service Certification [Blank]~~

- 5.3.1. ~~A person must be registered as a Market Participant before applying for a Facility to be certified under clause 5.3.2. [Blank]~~
- 5.3.2. ~~A Market Participant wishing to submit a Network Control Service tender under clause 5.4 must apply to the IMO for certification that the IMO considers that the Facility can provide the relevant Network Control Service and of the level of that service that the IMO considers the Facility can reliably provide (“**Network Control Service Certification**”). [Blank]~~
- 5.3.3. ~~The Network Operator referred to in clause 5.2.1 does not need to apply to the IMO for certification. [Blank]~~
- 5.3.4. ~~A Market Participant may apply for Network Control Service Certification in respect of a Facility that is not a Registered Facility. [Blank]~~
- 5.3.5. ~~The Market Participant applying for Network Control Service Certification must provide to the IMO the information specified for this purpose in the Network Control Service Procedure. [Blank]~~
- 5.3.6. ~~The IMO may certify a Facility for a level of Network Control Service. The IMO must only certify a Facility for a level that the IMO is satisfied that the Facility can reliably provide. [Blank]~~
- 5.3.7. ~~A Network Control Service Certification must contain:~~
- ~~(a) — the Network Control Service tender for which the Network Control Service Certification was issued;~~
 - ~~(b) — the Facility to which the Network Control Service Certification pertains;~~
 - ~~(c) — the quantity of Network Control Service that may be reliably provided by the Facility, including any additional conditions or performance information; and~~
 - ~~(d) — the notice period for calling upon the Network Control Service. [Blank]~~
- 5.3.8. ~~Network Control Service Certifications expire after the IMO announces the results of the Network Control Service tender to which they relate. [Blank]~~
- 5.3.9. ~~The IMO must document the procedure it follows in processing applications for Network Control Service Certification in the Network Control Service Procedure, and the IMO, Market Participants and Network Operators must follow that documented Market Procedure when processing Network Control Service Certification applications. [Blank]~~

5.3A Information required from the Network Operator

5.3A.1. When a Network Operator has entered into a Network Control Service Contract with a Market Participant, the Network Operator must as soon as practicable and not less than 20 Business Days prior to a Network Control Service Contract taking effect, provide the IMO with:

- (a) the identity of the Market Participant;
- (b) the identity of the Facility providing the service;
- (c) a unique identifier for the Network Control Service Contract;
- (d) the period over which the services are to be provided by the Network Control Service Contract; and
- (e) whether the Network Control Service Contract requires that the Facility not be part of an aggregated Facility.

5.3A.2 When any change occurs to the details of a Network Control Service Contract listed in clause 5.3A.1 the Network Operator must inform the IMO as soon as practicable.

5.3A.3. When a Network Operator has entered into a Network Control Service Contract with a Market Participant, the Network Operator must provide System Management with the details of the Network Control Services Contract to enable System Management to dispatch the services provided under it.

5.3A.4 When any change occurs to the details of a Network Control Service Contract provided to System Management under clause 5.3A.3 the Network Operator must inform System Management as soon as practicable.

5.4. Network Control Service tenders [Blank]

~~5.4.1. Where it is required to carry out a tender process for Network Control Service, the IMO must publish details of the tender process and timelines, including:~~

- ~~(a) the date by which Network Control Service Certification must be obtained for a tender to be submitted;~~
- ~~(b) the date on which the invitation to tender will be published;~~
- ~~(c) the last date on which the tenders may be submitted; and~~
- ~~(d) the date on which the IMO will announce the results of the tender process. [Blank]~~

~~5.4.2. By the date specified in clause 5.4.1(a), Market Participants wishing to submit a tender must have secured Network Control Service Certification for the relevant Facility in accordance with clause 5.3. [Blank]~~

~~5.4.3. By the date specified in clause 5.4.1(b), the IMO must issue an invitation to tender for the acquisition of the relevant Network Control Service. [Blank]~~

- 5.4.4. An invitation to tender for the acquisition of a Network Control Service must contain:
- (a) the quantity of the Network Control Service to be acquired under the invitation to tender including location and timing of the requirements, and any other limitations on the provision of the service, including minimum acceptable quantities;
 - (b) the period over which the service is to be provided, determined in accordance with clause 5.2.2, including details of any extension options;
 - (c) terms and conditions of the tender, including proposed terms and conditions for the Network Control Service Contracts to be entered into as a result of the tender process;
 - (d) the required format and content of tender responses, including:
 - i. the name and contact details of the tenderer;
 - ii. the Facility which will provide the Network Control Service;
 - iii. the quantity of the Network Control Service available from the Facility and any limitations on the time periods for which the Network Control Service will be available, including where applicable:
 - 1. times of the day, of the week, or of the year for which the Facility will not be available to provide the Network Control Service, or will only be able to provide the service in reduced quantity or subject to other restrictions;
 - 2. a maximum number of times which the Facility may be called upon to provide the Network Control Service in a time period;
 - 3. the maximum duration of each occasion when the Facility may be called upon to provide the Network Control Service; and
 - 4. a maximum cumulative duration for which the Facility may be called upon to provide the Network Control Service in a time period;
 - iv. availability of the Facility, including arrangements when Planned Outages are scheduled;
 - v. the notice period for calling on the Facility to provide the Network Control Service;
 - vi. whether the IMO must accept the entire quantity offered, or whether it can accept a part of the quantity offered;
 - vii. an offered Monthly Availability Payment amount in dollars; and
 - viii. an offered per MWh price to apply when the Facility is called upon to provide the Network Control Service; and

- ~~(e) — process details for submitting tenders. [Blank]~~
- 5.4.5. ~~A Market Participant or the Network Operator referred to in clause 5.2.1 may respond to the invitation to tender by submitting written tenders in the form, and by the date, specified in the invitation to tender. A Market Participant or the Network Operator referred to in clause 5.2.1 may offer for all or part of the Network Control Service requirements. [Blank]~~
- 5.4.6. ~~A Market Participant submitting a tender in response to an invitation to tender must not offer more capacity than is indicated by the relevant Network Control Service Certification. [Blank]~~
- 5.4.7. ~~A Market Participant submitting a tender in response to an invitation to tender must not offer a per MWh price to apply when the Facility is called upon to provide the Network Control Service that is greater than the Alternative Maximum STEM Price. [Blank]~~
- 5.4.8. ~~In determining the result of a tender process, and entering into Network Control Service Contracts, the IMO must seek to achieve the lowest total cost of the tenders selected, evaluating each tender on the basis of:~~
- ~~(a) — the offered Monthly Availability Payment amount contained in the tender;~~
 - ~~(b) — plus an amount equal to:~~
 - ~~i. — the offered per MWh price to apply when the Facility is called upon to provide the Network Control Service contained in the tender;~~
 - ~~ii. — multiplied by the estimated number of hours per year that the services would be required specified in accordance with clause 5.2.1(a)(ii) divided by 12. [Blank]~~
- 5.4.9. ~~The IMO is not under any obligation to accept any tender, or enter into a Network Control Service Contract in respect of any tender, made in response to an invitation to tender under this clause 5.4. However, where the IMO accepts a tender, it must accept it in relation to the entire quantity offered unless the relevant Market Participant or Network Operator indicated that the IMO may accept a part of the quantity offered. [Blank]~~
- 5.4.10. ~~The IMO must notify each Market Participant and Network Operator that submitted a tender as to whether it has been successful by the date specified in accordance with clause 5.4.1(d). [Blank]~~
- 5.4.11. ~~Where a selected tender response is not from the Network Operator referred to in clause 5.2.1, then the IMO and the selected Market Participant must execute a Network Control Service Contract. [Blank]~~
- 5.4.12. ~~Where a selected tender response is not from the Network Operator referred to in clause 5.2.1, then the selected Market Participant must apply to the IMO for~~

Certified Reserve Capacity in respect of each of the Facilities set out in the selected tender response, in respect of each Reserve Capacity Cycle that each Facility would be eligible to participate in over the period for which Network Control Services will be provided under the relevant Network Control Service Contract. [Blank]

- 5.4.13. ~~Where a Market Participant executes a Network Control Service Contract pertaining to a Facility, the Market Participant must ensure that the Facility is registered as a Registered Facility during the period for which Network Control Services are to be provided under the Network Control Service Contract. [Blank]~~
- 5.4.14. ~~The IMO must document the procedure it follows in carrying out Network Control Service tender processes in the Network Control Service Procedure, and:~~
- ~~(a) — the IMO must follow that documented Market Procedure when carrying out tender processes under this clause 5.4; and~~
 - ~~(b) — Market Participants and Network Operators must follow that documented Market Procedure when participating in a tender process under this clause 5.4. [Blank]~~

Network Control Service Contracts [Blank]

5.5. Contract Conditions [Blank]

- 5.5.1. ~~Prior to the first tender process under clause 5.4, the IMO must develop a standard form Network Control Service Contract which accords with the requirements of this clause 5.5. [Blank]~~
- 5.5.2. ~~The IMO must consult with System Management when developing or amending the standard contractual terms. [Blank]~~
- 5.5.3. ~~A standard form Network Control Service Contract must contain the following:~~
- ~~(a) — the Network Control Service being provided;~~
 - ~~(b) — the duration of the contract, in accordance with clause 5.2.2, and specifying any extension options;~~
 - ~~(c) — the procedures for the IMO, via System Management, to call on the Facility to provide the service, including:
 - ~~i. — operational arrangements under which the IMO will allow System Management to call on the relevant Facility to provide the service;~~
 - ~~ii. — the quantities of the service that will be provided, including where applicable, any limitations on the time periods for which the relevant Facility can be called on to provide the service, including:
 - ~~1. — times of the day, or of the week, or of the year at which the relevant Facility cannot be called on to provide the service, or can only be called on to provide the service in reduced quantity or with other restrictions;~~~~~~

- 2. ~~a maximum number of times which the relevant Facility can be called on to provide the service, in a week, or in a year, as applicable;~~
 - 3. ~~the maximum duration of each occasion when the relevant Facility can be called on to provide the service; and~~
 - 4. ~~a maximum cumulative duration for which the relevant Facility can be called on to provide the Network Control Service in a day, or in a week, or in a year, as applicable.~~
 - iii. ~~availability of the service, including arrangements when Planned Outages of the Facility are scheduled; and~~
 - iv. ~~the notice period for calling on the relevant Facility to provide the service.~~
 - (d) ~~the Facility that will provide the service, and a requirement that the Facility is registered as a Registered Facility during the period for which Network Control Service are to be provided;~~
 - (e) ~~any conditions required to ensure that if the relevant Facility is transferred or disposed of, the transferee will be bound by the contract obligations (for example, by requiring the execution of a deed of assumption or novation);~~
 - (f) ~~the technical standards which the relevant Facility must comply with;~~
 - (g) ~~the Monthly Availability Payment and monthly payment terms, which must be in accordance with clause 5.8;~~
 - (h) ~~the per MWh price to apply when the Facility is called upon to provide the service;~~
 - (i) ~~measurement of the quantity of service provided;~~
 - (j) ~~compliance standards, testing procedures and liquidated damages for the Market Participant, which must be in accordance with clause 5.6;~~
 - (k) ~~procedures for the Market Participant to inform the IMO and System Management when the capability of any of the relevant Facilities to provide the service changes materially;~~
 - (l) ~~contract modification procedures;~~
 - (m) ~~provisions dealing with contract suspension, default, termination, force majeure conditions, and assignment; and~~
 - (n) ~~such other terms and conditions as the IMO considers appropriate.~~
- [Blank]

5.5.4. ~~Despite the existence of the standard form Network Control Service Contract, the IMO may enter into a Network Control Service Contract that varies from the standard form Network Control Service Contract. The IMO must consult with~~

~~System Management before entering into a Network Control Service Contract that varies substantially from the terms of the standard form. [Blank]~~

5.6. ~~Network Control Service Contract Compliance Conditions~~[Blank]

5.6.1. ~~Testing processes, compliance processes and non-compliance liquidated damages are to be defined within each Network Control Service Contract. [Blank]~~

5.6.2. ~~If the Market Participant fails to provide a Network Control Service in the quantity and at the time and location requested by the IMO or System Management in accordance with the contract, the IMO and the Market Participant must follow the procedure in the Network Control Service Contract. [Blank]~~

5.6.3. ~~A Network Control Service Contract must contain a procedure to be used following the failure of a Market Participant to provide a Network Control Service in the quantity and at the time and location requested by the IMO or System Management in accordance with the contract, and this procedure must include:~~

~~(a) — a requirement that the IMO must issue to the Market Participant a request for:~~

~~i. — a written explanation; and~~

~~ii. — a written plan to remedy the failure;~~

~~(b) — a requirement that the Market Participant must respond to the request within five Business Days of receiving the request; and~~

~~(c) — if the IMO finds the explanation or the plan to remedy the failure to be unsatisfactory, then it may, in accordance with the Network Control Service Contract:~~

~~i. — require a test of the Registered Facility's ability to provide the Network Control Service in accordance with the contract terms. The Market Participant must bear its own costs associated with the tests; and~~

~~ii. — withhold or reduce the Market Participant's payments for the Network Control Service for a period. [Blank]~~

5.7. Network Control Service Dispatch

5.7.1. ~~The IMO must provide System Management with the details of the Network Control Services Contract to enable System Management to dispatch the services provided under it. Despite this, the Network Operator must not provide System Management with the payment terms of the contract, which must be kept confidential. [Blank]~~

5.7.2. System Management may call upon the relevant Facility to provide services under a Network Control Services Contract in accordance with the terms of the

contract, as advised to it by the Network Operator in accordance with clause 5.3A.3 and amended in accordance with clause 5.3A.4.

Payments and Settlement Data

5.8. Network Control Service Contracts Payments [Blank]

5.8.1. ~~The monthly Network Control Service Contract payment to a Market Participant that has a Network Control Service Contract with the IMO in respect of a Facility is to be the greater of zero and:~~

~~(a) — the Monthly Availability Payment determined in accordance with the contract; less~~

~~(b) — the value of Capacity Credits held by the Market Participant for that Facility, where this value is the sum of the total value of all of those Capacity Credits, where each Capacity Credit is valued at the applicable Monthly Reserve Capacity Price even if those Capacity Credits are traded bilaterally; less~~

~~(c) — the value of any liquidated damages payable under the contract in respect of a failure of the Market Participant to meet its obligations under the Network Control Service Contract. [Blank]~~

5.8.2. ~~The IMO must pay the Market Participant the monthly Network Control Service Contract payment in accordance with Chapter 9. [Blank]~~

5.8.3. ~~The Network Operator referred to in clause 5.2.1 must pay the IMO the monthly Network Control Service Contract payment in accordance with Chapter 9. [Blank]~~

5.8.4. ~~After receiving the notification described in clause 5.2.1 but before commencing Network Control Services procurement, the IMO may estimate the costs described in clause 5.8.5(a), and invoice the Network Operator referred to in clause 5.2.1 for the estimated amount. [Blank]~~

5.8.5. ~~The IMO must determine the dollar amount that is:~~

~~(a) — the costs it has incurred in:~~

~~i. — the expression of interest process described in clause 5.2;~~

~~ii. — the certification process described in clause 5.3;~~

~~iii. — the tender process described in clause 5.4,~~

~~in respect of any tender process for Network Control Services~~

~~(b) — less the amount received under any relevant invoice issued under clause 5.8.4. [Blank]~~

5.8.6. ~~Where the dollar amount determined in clause 5.8.4 is a positive amount, the IMO must issue an invoice to the Network Operator referred to in clause 5.2.1,~~

and subject to clause 5.8.8, the Network Operator must pay the IMO the invoiced amount. [Blank]

- 5.8.7. ~~Where the dollar amount determined in clause 5.8.4 is a negative amount, the IMO must issue an invoice the Network Operator referred to in clause 5.2.1, and subject to clause 5.8.8, the IMO must pay the Network Operator the determined amount. [Blank]~~
- 5.8.8. ~~Where the Network Operator disputes the amount on an invoice issued under clauses 5.8.4, 5.8.6 or 5.8.7, the dispute resolution process set out in clauses 2.18 to 2.20 apply. [Blank]~~

5.9. Settlement Data

5.9.1. The IMO must provide the following information to the settlement system:

- (a) ~~for each month's Network Control Service Contract Payment:~~
- ~~i. the amount of the payment set out in accordance with clause 5.8.1;~~
 - ~~ii. the Market Participant to which the payment will be made; and~~
 - ~~iii. the Network Operator by which the payment will be made. [Blank]~~
- (b) for each Network Control Service Contract energy payment:
- i. ~~the prices set out in the Network Control Service Contract in accordance with clause 5.5.3(h); and [Blank]~~
 - ii. the Market Participant to which the payment will be made.

5.9.2. The IMO must provide Network Operators with details of any quantities dispatched under their Network Control Service Contracts in a Trading Month by 5:00 PM on the Invoicing Date for Non-STEM Settlement Statements for that Trading Month.

5.9.3 The information provided by the IMO to a Network Operator under clause 5.9.2 must include, for each relevant Facility and Trading Interval:

- (a) the unique identifier of the Network Control Service Contract under which the Dispatch Instruction was issued;
- (b) the MWh quantity by which the Facility was instructed by System Management to increase its output or reduce its consumption, as specified in clause 6.17.6(e)(i);
- (c) the per MWh price paid by the IMO for the quantity dispatched under the Network Control Service Contract, as specified in clause 6.17.6(e)(ii); and
- (d) the total amount paid by the IMO to the Market Participant for the quantity dispatched under the Network Control Service Contract,

determined as the product of the values specified in clauses 5.9.3(b) and 5.9.3(c).

- 6.17.6. The Dispatch Instruction Payment, $DIP(p,d,t)$, for Market Participant p and Trading Interval t of Trading Day d equals the sum of:
- (a) zero, if Market Participant p :
 - ...
 - (d) the sum over all Curtailable Loads registered by the Market Participant of the amount that is the product of:
 - i. the quantity by which the Curtailable Load was instructed by System Management to reduce its consumption, excluding any instructions given under a Network Control Service Contract; and
 - ii. the price defined in clause 6.11A.1(d)(ii) that was current at the time of the Trading Interval for the Curtailable Load (accounting for whether the Trading Interval is a Peak Trading Interval or an Off-Peak Trading Interval); and
 - (e) if the participant is given an instruction under a Network Control Service Contract then the sum over all Network Control Service Contract f Facilities registered by the Market Participant of the amount that is the product of:
 - i. the quantity by which the f Facility was instructed by System Management to increase its output as specified by System Management in accordance with clause 7.13.1(dB) (where for the purpose of this calculation a Loss Factor adjustment is to be applied to the quantity specified by System Management so that the result is measured at the Reference Node) or reduce its consumption as specified by System Management in accordance with clause 7.13.1(dB); and
 - ii. the price defined as: as applicable under the relevant Network Control Service Contract for the facility as specified in clause 5.9.1(b).
 - 1. MCAP for Trading Interval t , if the Facility was instructed to increase its output; or
 - 2. zero, if the Facility was instructed to reduce its consumption.

- 7.1.1. System Management must maintain the following data set, and must use this data set when determining which Dispatch Instructions it will give:

...

- (m) Network Control Service Contract data, if any, received from ~~the IMO~~ a Network Operator in accordance with clauses ~~5.7.4~~ 5.3A.3 and 5.3A.4.

7.6.1A Notwithstanding clauses 7.6.2 and 7.6.3, System Management must give priority to the dispatch of a Registered Facility under a Network Control Service Contract over the dispatch of a Registered Facility under any other arrangement, if the Network Control Service provided under that contract would assist System Management to meet the criteria in clause 7.6.1.

7.6.6. System Management may issue Dispatch Instructions to Market Participants other than the Electricity Generation Corporation:

- (a) in accordance with any Ancillary Service Contract;
- (b) in accordance with any Balancing Support Contract;
- (c) in accordance with the details of any Network Control Service Contract, as advised to System Management by a Network Operator in accordance with clause 5.3A.3 or updated by a Network Operator in accordance with clause 5.2A.4;
- (d) in connection with any test of equipment allowed under these Market Rules; or
- (e) under clause 7.6.3 or clause 7.6.4.

7.13.1. System Management must provide the IMO with the following data for a Trading Day by noon on the first Business Day following the day on which the Trading Day ends:

...

- (dB) The MWh quantity by which the Facility was instructed by System Management to increase its output or reduce its consumption energy dispatched under a Network Control Service Contract for each Trading Interval in the Trading Day by Facility;

...

9.12. ~~Network Control Service Calculations for a Trading Month~~ [Blank]

9.12.1. ~~The Market Participant Network Control Service settlement amount for Market Participant p for Trading Month m is:~~

$$\text{MPNCSA}(p,m) = \text{Sum}(f \in F, n \in N, \text{Network Control Service Contract Payment}(p,m,f,n))$$

Where

~~Network Control Service Contract Payment (p,m,f,n) is the net payment to be made by the IMO under a Network Control Service Contract to Market Participant p, for Trading Month m for Registered Facility f as specified by the IMO under clause 5.9.1 which relates to Network Operator n;~~

~~F is the set of all Market Participant p's Registered Facilities, where "f" refers to a member of that set; and~~

~~N is the set of all Network Operators, where "n" refers to a member of that set. [Blank]~~

~~9.12.2. The Network Operator Network Control Service settlement amount for Network Operator n for Trading Month m is:~~

$$\text{NONCSA}(n,m) = \text{Sum}(p \in P, f \in F, \text{Network Control Service Contract Payment}(p,m,f,n))$$

~~Where~~

~~Network Control Service Contract Payment(p,m,f,n) is the net payment to be made by the IMO under a Network Control Service Contract to Market Participant p, for Trading Month m for Registered Facility f which relates to Network Operator n as specified by the IMO under clause 5.9.1;~~

~~P is the set of all Market Participants, where "p" refers to a member of that set; and~~

~~F is the set of all Market Participant p's Registered Facilities, where "f" refers to a member of that set. [Blank]~~

9.14.1. The Net Monthly Non-STEM Settlement amount for the IMO to Market Participant p for Trading Month m is:

$$\text{NMNSSA}(p,m) = \text{RCSA}(p,m) + \text{Sum}(d, \text{BSA}(p,d,t)) + \text{ASSA}(p,m) + \text{COCSA}(p,m) + \text{RSA}(p,m) + \text{MPNCSA}(p,m) + \text{MPFSA}(p,m)$$

9.14.2. ~~The Net Monthly Network Operator Settlement Amount for the IMO to Network Operator n for Trading Month m~~

$$\text{NMNOSA}(n,m) = (-1) \times \text{NONCSA}(n,m)$$

~~Where NONSCA is defined in clause 9.12.2. [Blank]~~

9.18.3. A Non-STEM Settlement Statement must contain the following information:

...

(c) for each Trading Interval of each Trading Day:

...

ix. details of amounts calculated for the Market Participant under clauses 9.7 to 9.14 with respect to:

1. Reserve Capacity settlement;
2. Balancing settlement;
3. Ancillary Services settlement
4. Commitment and outage compensation settlement

- 4A. Non-Compliance Cost settlement;
5. Reconciliation settlement;
6. ~~Network Control Service settlement;~~[Blank]
7. Fee settlement; and
8. Net Monthly Non-STEM Settlement Amount;

...

9.24.3A The IMO must apply the Total Amount as follows.

- (a) First, the IMO must apply the Total Amount to satisfy:
 - i. payment of Service Fee Settlement Amounts to the IMO, System Management and the Economic Regulation Authority (including as contemplated by clause 9.22.10);
 - ii. payments which the IMO is required to make under Supplementary Capacity Contracts or to a provider of Ancillary Services holding an Ancillary Service Contract with System Management, up to a maximum for any party of the net amount which, if sufficient funds were available, would be payable to that party; and
 - iii. ~~payments which the IMO is required to make under Network Control Service Contracts, up to a maximum for any party of the net amount which, if sufficient funds were available, would be payable to that party; and~~[Blank]
 - iv. funds required to be disgorged or repaid by the IMO as contemplated by clause 9.24.2;

but if the Total Amount is not sufficient to satisfy all of these payments then the IMO 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.

...

10.5.1. The IMO must set the class of confidentiality status for the following information under clause 10.2.1, as Public and the IMO must make each item of information available from the Market Web-Site after that item of information becomes available to the IMO:

...

- (vC) reports providing the MWh quantities of energy dispatched under Balancing Support Contracts by Facility and Trading Interval, as specified by System Management in accordance with clause 7.13.1(dA), for each Trading Month which has been settled;

(vD) reports providing the MWh quantities of energy dispatched under Network Control Service Contracts by Facility and Trading Interval, as specified by System Management in accordance with clause 7.13.1(dB), for each Trading Month which has been settled;

...

Credit Limit: In respect of a Market Participant, the amount determined by the IMO in accordance with clause 2.37.4. ~~In respect of a Network Operator, the amount determined by the IMO in accordance with clause 2.37.6.~~

Monthly Availability Payment: ~~The maximum monthly payment by a Network Operator to a Market Participant providing capacity under a Network Control Service Contract.~~

Network Control Service Certification: ~~Has the meaning given in clause 5.3.2.~~

Network Control Service Contract: A contract between ~~the IMO~~ a Network Operator and a Market Participant, ~~entered into pursuant to chapter 5,~~ to provide a Network Control Service.

Prudential Obligations: In respect of a Market Participant ~~or Network Operator,~~ the obligations set out in clauses 2.37 to 2.43.

Appendix 1: Standing Data

This Appendix describes the Standing Data to be maintained by the IMO for use by the IMO in market processes and by System Management in dispatch processes.

Standing Data required to be provided as a pre-condition for Facility Registration, and which is to be updated by Rule Participants as necessary, is described by clauses (a) to (j).

Standing Data not required to be provided as a pre-condition for Facility Registration but that which is required to be maintained by the IMO includes the data described in clauses (k) onwards.

...

(k) For each Registered Facility:

...

ii. Network Control Service information including:

1. the identity of any Network Operator that has entered into a Network Control Service Contract in relation to the Facility~~limits on the availability of a facility;~~
2. the unique identifier for any Network Control Service Contract applicable to the Facility provided by a Network

Operator in accordance with clause 5.3A.1(c)the Monthly Availability Payment for the facility; and

3. whether the Facility is subject to a Network Control Service Contract that requires the Facility not to part of an aggregated Facilitythe identity of the Network Operator required to fund the Monthly Availability Payment; and
- iii. the Facility Dispatch Tolerance;