14 September 2022
Our Ref: CWF-20220914

Mr Jai Thomas
Acting Coordinator of Energy
Energy Policy WA
Level 1, 66 St Georges Terrace
PERTH WA 6000

Dear Mr Thomas

RE: COMMENTS ON TRANCHE 6B AMENDING WEM RULES

Thank you for the opportunity to comment on the draft Tranche 6B Amending WEM Rules (Amending Rules).

Collgar Wind Farm (Collgar) has the following comments on specific clauses:

Topic	Clause	Comment
Generator Performance Standards	3A.4.4	This clause should also be amended to require Western Power to consult (including with Market Participants) on the preparation and amendment of the Guideline.
	3A.13.2	This clause should also be amended to require Western Power to consult with Market Participants (not just AEMO) on the preparation and amendment of the Guideline. The wording of sub-clause (b) ought to be '…remain unchanged *will* not be declared…". The current wording of 'may' provides Western Power with unfettered discretion, creating uncertainty for Market Participants. Its foreseeable there are many modifications that are not Potential Relevant Generator Modifications as per the policy endorsed by the Energy Transformation Taskforce. It is therefore appropriate for these to be explicitly excluded from being a Potential Relevant Generator Modification in the Guideline.
	Appendix 12	Maximum Ambient Temperature requirements: Collgar supports the amendment to require AEMO to determine this threshold in consultation with Western Power. Collgar suggests that extending consultation to include Market Participants may be useful to appropriately balance the desirable technical standard and what is commercially and practically feasible.

Market Information	10.2.7	Collgar would value a mechanism for a Rule Participant to agree, prior to provision of information, with the Information Manager/recipient that the information will only be provided on the basis the information is deemed to be confidential. This could apply where information provision is voluntary (and not apply where information provision is required by law). This provides the Rule Participant certainty as to how the information will be treated, rather than there being risk that there is a respective decision that it is not confidential.
	10.2.12	It is foreseeable that the same information is provided to more than one party under the WEM Rules or WEM Procedures, potentially under different provisions. It is unclear which party would be the information manager in that instance.
	10.4.11	This clause is very broad, particularly sub-clause (e). It is likely that a lot of information would fall into the category of being needed for AEMO and/or Western Power to undertake their WEM functions. However, this does not necessarily mean that the information ought to be public. It is also is concerning that there is no avenue to dispute the confidentiality status of information requested by the Coordinator or ERA.

Collgar would prefer that the dispute mechanism is reviewed such that all confidentiality status determinations can be disputed, other than those listed in clauses 10.4.11(b)-(d). |
| | 10.4.19 | This is a very broad clause. It appears to include (amongst other things) information classified as confidential under clause 10.2.3. It is inappropriate, particularly in relation to information of a commercial or/or contractual nature, to disclose information classified as confidential, even in the case there is benefit to other stakeholders. That said, there is ambiguity if 'disclose' means to a Rule Participant (e.g. AEMO, ERA) or provide more broadly. Clarification of the definition of 'disclose' may be useful. |
| Network Constraints | Glossary | Collgar supports the requirement for AEMO to publish Near Binding Constraint Equations. However, the definition of Near Binding Constraint Equation may be better suited to a WEM Procedure so that it can be amended from time-to-time (noting that the appropriate threshold may change as the market and network evolves). |

Collgar is available to discuss any of these comments if required.

Yours sincerely

REBECCA WHITE

REGULATORY AND TRADING MANAGER