Government of **Western Australia**
Department of **Mines, Industry Regulation and Safety**
Energy Policy WA

Tranche 6 WEM Amending Rules

Consultation Summary Report

21 December 2022

Working together for a **brighter** energy future.

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Overview

This Consultation Summary Report outlines industry feedback received on Exposure Drafts 1 and 2 of the *Wholesale Electricity Market Amendment (Tranche 6 Amendments) Rules 2022* (Tranche 6 Amending Rules) and the Energy Policy WA responses to that feedback. The Tranche 6 Amending Rules were gazetted on 20 December 2022.

The Tranche 6 Amending Rules were introduced to:

- implement aspects of the WEM reforms approved by the Energy Transformation Taskforce prior to the conclusion of its work in May 2021, in particular in relation to the implementation of a new framework for the management of market information; and
- clarify and correct aspects of new and amended WEM Rules made in previous tranches of Amending Rules.

The Tranche 6 Amending Rules include the following more significant changes:

- new and amended transitional provisions;
- an updated list of Protected Provisions;
- improvements to the processes to request the Coordinator to determine whether to trigger an NCESS procurement process;
- clarification of Market Participant obligations under a Supplementary Essential System Service Mechanism Award;
- changes to Outage management provisions and refinement of the Outage quantity calculations;
- refinements to the processes for determining Certified Reserve Capacity and Network Access Quantities;
- clarification of the processes for determining Electric Storage Resource Obligation Intervals;
- refinements to Scheduling Day processes and STEM obligations;
- Real-Time Market changes, including changes to:
    - the provision of forecasts for Semi-Scheduled Facilities and Non-Scheduled Facilities;
    - Real-Time Market Submission obligations for Non-Scheduled Facilities;
    - dispatch arrangements for Demand Side Programmes; and
    - publication requirements;
- new provisions dealing with Real-Time Market suspension and administered pricing in the event of market system failure;
- refinements to capacity refund and settlement calculations;
- the implementation of a new Market Information framework;
- the replacement of Appendix 1 (Standing Data);
- refinements to the Generator Performance Standard rules and Appendix 12; and
- specification of an explicit deadline for the Coordinator's first report to the Minister on the effectiveness of the market.

Consultation

Two exposure drafts for the Tranche 6 Amending Rules were released for public consultation.

Exposure Draft 1 (ED1) was released for public consultation on 31 March 2022. The consultation period closed on 12 May 2022.

Written public submissions were received from:

- Alinta Energy
- Collgar Wind Farm
- Western Power

Exposure Draft 2 (ED2) was released for public consultation on 17 August 2022. The consultation period closed on 16 September 2022.

Written public submissions were received from:

- Alinta Energy
- Collgar Wind Farm
- Shell
- Synergy
- Western Power

There were also four stakeholder forums, through the Transformation Design and Operation Working Group (TDOWG), during the public consultation process, and one to one engagement with stakeholders.

The table below outlines the issues raised in the submissions and during TDOWG meetings, and Energy Policy WA's responses.

	Submitter	Draft	Issue	Clause	EPWA's Response
1	Synergy	ED2 Part 1	Suggest the ordering of the definitions is revised following the amendments to as to retain the alphabetical ordering.	1.36C.1	Change made to address the issue.
2	Synergy	ED2 Part 1	Suggest the wording is revised for ease of reading. Suggestion: AEMO may amend the dates in the timeline if AEMO's expectation of ~~considers that~~ the New WEM Commencement Day ~~will be different from the date AEMO expects will be specified by the Minister at~~ 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.	1.56.10	Change made to address the issue.
3	Western Power	ED2 Part 1	Western Power acknowledges new clause 1.57.12 clarifies Outage Intention Plan obligations are to commence on 1 January 2025.	1.57.12	Noted.
4	Synergy	ED2 Part 3	Synergy is of the view that clauses relating to the following items should remain protected provisions: • Authority of the WEM Rules (clauses 1.1.1 and 1,1.2); and • Market Objectives (clause 1.2.1).	2.8.13	Change made to address the issue.
5	Alinta Energy	ED2 Part 3	The obligation on the ERA to notify a Rule Participant or group of rule participants should be time-bound and occur prior to AEMO providing the information to the ERA.	2.13.6(b)	The proposed wording of clause 2.13.6 is effectively identical to the wording of current clause 2.13.3B(b), which was approved by the Minister as part of the Amending Rules for Rule Change Proposal RC_2018_05 (ERA access to market information and SRMC investigation process). Therefore, any further changes to this clause would not be appropriate.
6	Alinta Energy	ED2 Part 3	This clause requires AEMO to report any alleged breaches to the ERA resulting from its monitoring under clause 2.13.7(a). Alinta Energy considers that there should be consideration of tolerance ranges for reporting alleged breaches to the ERA,	2.13.7(e)	The proposed drafting allows for the ERA and AEMO to agree the equivalent of a tolerance range for AEMO's reporting of alleged breaches of a particular provision of the WEM Rules.

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			which could be set on a rule-by-rule basis as and when the ERA and AEMO agree under clause 2.16.2AA.		
7	Synergy	ED2 Part 2	Synergy notes that the wording of the new clause 2.16.2AA does not appear to align with the intent of the clause as stated in the Explanatory Note. The clause as drafted does not appear to provide an ability for AEMO to "negotiate on the types of information included (based on practicality and costs)" and only allows AEMO to negotiate with the ERA based on the timing. Further note the typographical error of a missing " " and replace "2.16.2AA.When" with "2.16.2AA. When". Suggestion: 2.16.2AA. When developing the list referred to in clause 2.16.2A(aA) prior to New WEM Commencement Day, and for any subsequent updates to that list, the Economic Regulation Authority and AEMO must: (a) agree ~~with AEMO~~ a proposed date and time for each item on the list to commence that allows reasonable time for AEMO to implement the monitoring changes required by the Economic Regulation Authority; and (b) consider the practicality and cost for AEMO to monitor each item on the list.	2.16.2AA	While Synergy's point is acknowledged, the proposed change would imply that the list is jointly developed by the ERA and AEMO, when it is intended to be developed by the ERA in consultation with AEMO. Clause 2.16.2AA has been amended to clarify that the ERA should consult with AEMO regarding practicality and cost, i.e. the header paragraph now ends with "the Economic Regulation Authority must, in consultation with AEMO:" A tab has been inserted between the clause number and the text of the clause.
8	Alinta Energy	ED1	As raised in its submission on the Tranche 5 amending rules, Alinta Energy recommends that EPWA reinstate clause 2.28.5 to avoid impacting current market participants. EPWA stated (in its consultation summary) that this issue "will be considered and, if appropriate, addressed in the Tranche 6 Amending Rules". Alinta Energy restates this recommendation below which includes an additional example of a Market Participant that is also a Network Operator. Clause 2.28.5 was deleted in 2020 with the explanatory note that a Network Operator may only be registered in one Rule Participant class. *(Alinta Energy provides examples of Market Participants that may be*	2.28.5	The original clause 2.28.5 was restored in ED2 because removal of the ability for a Network Operator to be registered in more than one Rule Participant class may adversely affect current Market Participants.

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			required to register a Network in future - see submission for details.) Alinta Energy recommends EPWA consider reinstating clause 2.28.5, with the additional proviso: Other than Western Power, a person registered as a Network Operator may be registered as a Rule Participant in another class or other classes.		
9	Synergy	ED2 Part 3	Synergy would like further clarity as to the reasoning for the reinstatement of this clause and how it is expected that the original proposed removal "may adversely affect current Market Participants". Synergy suggests that the scope for application of this clause is included in the WEM Rules, such as it only applies to Market Participants that were active at a set date and/or Western Power is excluded from the application of this clause. Suggestion: 2.28.5. Subject to clauses 2.28.5A and 2.28.16, a person registered as a Network Operator may be registered as a Rule Participant in another class or other classes. 2.28.5A. (new) Clause 2.28.5 only applies to Rule Participants registered as a Market Participant prior to the New WEM Commencement Day.	2.28.5	In its submission on ED1, Alinta Energy presented several examples of Market Participants who own, operate or control private networks connected to the SWIS. Alinta Energy noted that the removal of clause 2.28.5 could be problematic if AEMO was in future to require the registration of any of these networks. Synergy's proposed amendments would prevent the problem for existing Market Participants, but not for a new Market Participant, who may be either developing a new private network or taking on responsibility for an existing network. The original clause 2.28.5 has been restored to resolve Alinta Energy's issue for both existing and future Market Participants.
10	Synergy	ED2 Part 3	Synergy notes that at the TDOWG on the 24th of August it was noted that "Further work planned during consultation period on relationships between Standing Data and related data maintained by other processes, e.g. registration, certification, Intermittent Load parameters". Synergy seeks clarity as to the expected timing of consultation on the further changes.	Section 2.34, clauses 3.18.3 and 7.6.15, Appendix 1	Due to time constraints, the proposed review of the relationships between Standing Data and related data maintained by other processes under the WEM Rules has been removed from the scope of Tranche 6 and postponed until 2023.

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11	Western Power	ED2 Parts 1 and 3	Western Power supports notifying AEMO of trigger events, and of AEMO notifying Western Power. We understand the objective is to inform AEMO versus consult. Western Power requires the notification timing, level of information and process be specified in the guideline to be developed by the Coordinator (as required under clause 3.11A.2A to commence on New WEM Commencement Day). Western Power recommends the notification be sent to specified email boxes with a confirmation of receipt required following a simple, practical, and efficient process that can be implemented within the business as usual. We also recommend the guideline provides a notification example and template.	3.11A.2	Noted.
12	Western Power	ED2 Parts 1 and 3	*(NOTE: This issue repeats points made in Western Power's submission on ED1.)* Western Power also suggests that the term Western Power should be replaced with the term Network Operator in Part 1: clause 3.11A.2A(c) and Part 3: clause 3.11A.2(f). Suggestion: clause 3.11A.2, Part 1. (and similar changes to clause 3.11A.2A) ~~Where~~ If a Network Operator reasonably considers that one or more of the following events has occurred or applies: … (d) as soon as practicable, but in any event before making a submission under clause 3.11A.2(e), notify AEMO of each event ~~that it considers has occurred or applies~~; and Part 3. Amending Rules expected to commence on New WEM Commencement Day If AEMO or a Network Operator reasonably considers that one or more of the following events has occurred or applies: … (f) AEMO must notify ~~Western Power~~ the Network Operator, or the Network Operator must notify AEMO (as	3.11A.2	The following drafting changes have been made in response to Western Power's suggestions: Part 1 (to commence on gazettal): • clause 3.11A.2: replace "Where" with "If" in the header paragraph, • clause 3.11A.2A: replace "Where" with "If" in the header paragraph, replace "Western Power" with "the relevant Network Operator" in (c). Part 3 (to commence on New WEM Commencement Day): • 3.11A.2(f) replace "Western Power" with "the relevant Network Operator" in (f). The text "that it considers has occurred or applies" and "that AEMO or the Network Operator (as applicable) considers has occurred or applies)" has not been deleted because it provides additional clarity for the reader.

	Submitter	Draft	Issue	Clause	EPWA's Response
			applicable), of each event ~~that AEMO 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		
13	Alinta Energy	ED2 Parts 1 and 3	This clause 3.11B.7(iA) has been included to enable a proponent to request reimbursement of any Capacity Cost Refunds it must pay as a direct consequence of the enablement or dispatch of the NCESS. Given Capacity Cost Refunds are recycled to Generators, this clause may need to be limited to "net Capacity Cost Refunds" to ensure that an NCESS provider does not make a windfall gain.	3.11B.7(iA)	While Alinta Energy's concern about avoiding windfall gains is valid, the precise meaning of the term "net Capacity Cost Refunds" is unclear. To address Alinta Energy's concern, clause 3.11B.7(iA) has been amended to enable a proponent to request reimbursement of any reduction in a Reserve Capacity settlement amount that is a direct consequence of the enablement of dispatch of the NCESS. The revised drafting takes 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, and the potential reduction of a Market Participant's eligibility to receive Participant Capacity Rebates.
14	Western Power	ED2 Part 3	The new obligation in clause 3.21.2(b) that will require Western Power to provide AEMO with the time that the information required in clause 3.21.2(a) was first notified to AEMO will: • create unnecessary administration for Western Power, given that AEMO has real-time telemetry on the status of Western Power assets. • excessively burden Western Power compared to Market Participants, given Western Power's significantly large asset base. **Option 1: Western Power request that the requirement be deleted (preferred option)** Briefly, we understand that AEMO already collate and process outage notification timing	3.21.2	The obligation under clause 3.21.2 is for the Rule Participant to notify AEMO, in accordance with the WEM Procedure referred to in clause 3.21.10, as soon as practicable of the relevant details. We expect that AEMO will require different notification methods and timings for different types of Forced Outages, and that for many Forced Outages a first notification via AEMO's IT system will be sufficient. However, for Forced Outages with pre-dispatch implications (e.g. the overrun of a Planned Outage, or the failure of a major transmission line where a restoration time

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			information as required (existing clauses 3.21.3, 3.22.2(b) and amended clause 3.21.5). This has been the historic case and the amendment will create an unnecessary administrative burden on Western Power. In addition, given that proposed clause 3.21.5 requires AEMO to keep a record of all Forced Outages of which it is notified or made aware, the new notification timing requirement will unnecessarily duplicate administration activities and records. **Option 2: Where the requirement is deemed necessary for Market Participants** The notification timing requirement is redundant for Western Power as AEMO are made aware of Western Power's Forced Outages by shared SCADA telemetry: • AEMO are linked into Western Power's SCADA system and become aware of Forced Outages in real-time. This provides AEMO with the full available details of information referred to in clause 3.21.2(a) - except the cause (iii) and the expected duration (v). • The time set in our Forced Outage submission to AEMO's IT system as the beginning of a Forced Outage is effectively the time AEMO first became aware via the shared telemetry. • Clause 3.21.5 requires AEMO to keep a record of all Forced Outages of which it is otherwise made aware. Because of this shared SCADA telemetry, Western Power differs from Market Participants, to whom the time AEMO were first notified plays a factor. Western Power recommends that the requirement exclude Facilities with shared telemetry. *Note: In instances where voltage support facilities become unavailable without telemetry alarms, the time of the first notification will be the same as the Western power's Forced Outage submission to AEMO's IT system.* Further, it is unclear if the requirement refers to the first notification for each piece of information provided under clause 3.21.2(a), only the first initial notification instance, or when AEMO is otherwise made aware of a Forced Outage.		estimate is needed) telemetry would not provide enough information. Amongst other things, the first notified time will assist in root cause analysis of pre-dispatch quality issues arising from a failure to appropriately reflect outages in pre-dispatch. No further changes have been made to clause 3.21.2.

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			Given the shared telemetry provides AEMO with the full available details and the clause 3.21.5 requirement for AEMO to keep a record of all Forced Outages of which it is made aware, Western Power recommends that the requirement refers to the time that AEMO was first made aware of the Forced Outage. Suggestion: (b) provide AEMO with full available details of the Forced Outage referred to in clause 3.21.2(a), as well as the time that AEMO was first made aware of the Forced Outage ~~the information required in clause 3.21.2(a) was first notified to AEMO,~~ except in instances where AEMO has access to shared SCADA data of the affected Facility, in accordance with the WEM Procedure referred to in clause 3.21.10:		
15	Alinta Energy	ED2 Part 3	Alinta Energy notes that the requirement to log the "cause" (per the current rules) appears to imply that outages can only be logged where a physical issue caused a Facility to trip or deviate from a DI. However, Alinta Energy notes that participants are required notify AEMO of outages in advance where they cannot comply with a DI (e.g. under 7.10.7, to avoid damage to equipment or endangering safety), and in these cases there is not a direct "cause" of an outage because the action is pre-emptive.	3.21.2(a)(iii)	We do not consider the clause implies that outages can only be logged where a physical issue caused a Facility to trip or deviate from its Dispatch Instruction. For example, in the scenarios described by Alinta Energy, the "cause" is whatever caused the Rule Participant to conclude that it could not comply with the Dispatch Instruction, e.g. a Facility monitoring alarm indicating that a shutdown of the Facility or a restriction on its operation is required.
16	Alinta Energy	ED2 Part 3	3.21.2(b) would require participants to submit details of when they initially notified AEMO of a Forced Outage, and if proposed clause 3.21.2(b)(ii) and (iii) are retained, this would be required within 24 hours, or no later than the end of the next Business Day of the Forced Outage occurring. Alinta Energy notes that while achievable, retrieving and recording this data point would add another compliance burden during the immediate post-outage period where the priority is ensuring safety; maintaining communications between site, trading and AEMO; and returning the facility to service. Small actions during this period can have material	3.21.2(b)	The requirement was included in clause 3.21.2(b) after consultation with AEMO and the ERA, and will be used to support the routine monitoring activities of both the ERA and the Coordinator. The requirement is not expected to impose a material administrative burden on participants and is unlikely to create a safety risk or delay the return of a Facility to service. Under the new compliance monitoring arrangements, AEMO is not by default

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			implications for the facility and the market. With traders and operators working in shifts, they would either need to prioritise submitting the Forced Outage or recording and transmitting this data internally for submission later, during this highly demanding period and before the broader team or a tool has been able to verify the outage quantity. Alinta Energy also questions whether this requirement would be necessary or whether the benefit would outweigh the risk outlined above noting that AEMO would have records of the notification itself regardless and it would need to check these records following a Forced Outage to assess compliance, even if it received the information in the forced outage submission.		required to actively monitor compliance with all of section 3.21. Further, for reasons of efficiency it is not expected that AEMO will be required by the ERA to actively check the times entered under clause 3.21.2(b) against its own notification records. Instead, it is expected that the ERA and the Coordinator will have access to the relevant information (such as Controllers' logs) to verify the times provided where necessary, e.g. when investigating issues arising from discrepancies between pre-dispatch and actual dispatch outcomes.
17	Alinta Energy	ED2 Part 3	Alinta Energy is concerned that the requirement to report full available details: ii. …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, may not be able to comply with for multi day forced outages. Given this consideration should be given to reinstating similar language in clause 3.21.7 of the current WEM Rules: "in respect of each affected Trading Day, by the end of the day that is 15 calendar days after the day on which the affected Trading Day ends".	3.21.2(b)(ii) and (iii)	No changes have been made to clauses 3.21.2(b)(ii) and (iii), for the following reasons: (a) The requirement is for the Market Participant or Network Operator to provide full *available* details of the Forced Outage within the timeframe specified in clauses 3.21.2(b)(ii)-(iii). While it is understood that the final details of a multi-day Forced Outage may not be available within that timeframe, it is not clear why a participant could not provide the available details of a Forced Outage "by the end of the next Business Day of the Forced Outage occurring". (b) Clause 3.21.2(c) only requires interim updates of Forced Outage details to AEMO when there are material changes to the information initially provided. (c) The deadline for ensuring that AEMO holds the best available information for a Forced Outage in respect of each affected Trading Day is unchanged from the current rules (i.e. by the end of the day that is fifteen

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					calendar days after the day on which the Trading Day ends). (d) Clauses 3.21.3 and 3.21.4 allow for additional changes to be made to Forced Outage details after the 15 day deadline, where appropriate.
18	Synergy	ED2 Part 3	Synergy suggests the definition of the term 'Outage o -1' should be revised to expressly exclude submitted Outages that have subsequently been cancelled or rejected. Also note additional amendments are suggested to address the following: • the indices of c, DI and o are not defined; and • the definition of the term "Q(c,DI,o)" has accidently been deleted and not replaced.	3.21.6	Clause 3.21.6 has been restructured to improve its clarity since the consultation period for ED2. In response to Synergy's suggestions: • The term 'Outage o-1' is no longer used in the calculation. The clause now uses the concept of a 'relevant outage', defined as "a Planned Outage or Forced Outage for energy for Separately Certified Component c that includes Dispatch Interval DI". The explicit exclusion of cancelled or rejected outages is unnecessary, because a cancelled or rejected outage could not reasonably be considered to meet this definition.

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					• The revised clause identifies the indices o, c and DI. • A definition of 'Q(c,DI,o)' has not been included because the WEM Rules standard for formulas does not include the LHS term in the variable list.
19	Alinta Energy	ED2 Part 1	Amend the typographical error as follows: AEMO must prepare a Request for Expressions of Interest ~~which contains information~~ which includes the information described in clause 4.3.1.	4.2.2	Change made to address the issue.
20	Alinta Energy	ED2 Part 1	Alinta Energy notes that the intention of the proposed changes to section 4.4 is to avoid AEMO and Western Power having to formulate RCM constraints unnecessarily and the NAQ model including constraints that might be highly unlikely to occur given the potentially low proportion of EOIs that eventuate into projects. While Alinta Energy supports this intent, it suggests that further reforms may be required to mitigate these risks and avoid complexity unnecessarily being incorporated into the NAQ model[1], noting the requirement to submit an EOI to obtain CRC and the minimal information requirements to submit an EOI. For example, there may be a need for AEMO and WP to have more discretion as to whether constraints are developed for EOI facilities where they do not expect these constraints to impact more than 5% of dispatch scenarios, or where they consider it is highly unlikely a facility will achieve committed status (to be accredited where there is a surplus) by the time CRC applications are due. Additionally, Alinta Energy questions whether using results in 90% of dispatch scenarios, rather than 95% in assigning	4.4.1-3	There may be merit in Alinta Energy's suggestion that some preliminary RCM constraint equations are excluded where it is highly unlikely an EOI will proceed to the Certified Reserve Capacity application process. However, further work is required to ensure such a policy change is reflective of proponent and market needs, and avoids the potential for unintended consequences. For this reason, it is considered that any progression of this option form part of future reforms or rule change processes. It is noted that Alinta Energy's suggestion on changing the threshold of dispatch scenarios for NAQ assignment has been subject to prior industry consultation and is not related to the proposed amendments to section 4.4. Notwithstanding, it is noted that this threshold of dispatch scenarios for NAQ assignment is not directly related to the

[1] Alinta Energy previously raised concerns about AEMO applying pre-contingent constraints in its RCM constraint formulation, noting that these may not impact outcomes in over 5% of dispatch scenarios that may occur to meet peak demand (per clause 4.15.9).

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			NAQs would be more consistent with the planning criterion which uses a POE10 demand forecast.		POE10 threshold for the demand forecast, since the calculation of NAQ assumes the one in 10 year event has already occurred.
21	Alinta Energy	ED1	As raised in its submission on the 2021 ENAC reforms, Alinta Energy considers that it is uncertain how DSOC will influence capacity accreditation in the new WEM. Given that the definitions of "contracted capacity" and "DSOC" in the ENAC, Technical Rules and WEM Rules have not been amended in the transition to a constrained access network, it appears that that whether contracted capacity is constrained or unconstrained will remain a consideration in accreditation, despite the introduction of the NAQ regime. Consequently, Alinta Energy perceives a risk that having its capacity constrained could impact its future Capacity Credit revenue. To avoid this risk, Alinta Energy recommends reforming 4.10.1(bA)(iii) and 4.11.1(bA) to clarify that whether DSOC is constrained or unconstrained will not impact a facility's accreditation.[2] Given the new NAQ framework, Alinta Energy understands that DSOC serves only to verify that the facility has Western Power's permission to export up to the relevant level, regardless of whether it is contractually able to be constrained in the energy market. Alinta Energy suggests there is no need to consider whether the DSOC is constrained because the NAQ regime will assess whether there is enough network capacity to accommodate a facility's capacity, given the priority of existing facilities.	4.10.1(bA)(iii) and 4.11.1(bA)	Despite the introduction of the NAQ regime, it will remain inappropriate for a facility to be assigned a level of CRC in excess of the export level permitted by the Network Operator. For this reason, no change has been made to remove the DSOC limit on CRC.
22	Synergy	ED2 Part 1	Suggest that the typographical errors of "41oC" being used instead of "41°C" are corrected in clauses 4.10.1(fA)(ii) and 4.10.1(fD)(iii).	4.10.1	Clauses 4.10.1(e), 4.10.1(fA) and 4.10.1(fD) have been amended to use the standard term "41 degrees Celsius".

[2] Under the current rules, clause 4.10.1(bA)(iii) requires a facility seeking Certified Reserve Capacity to show that it has DSOC. And 4.11.1(bA) says that a Facility's CRC must not exceed its Declared Sent Out Capacity notified to AEMO under clause 4.10.1(bA)(iii). Both these rules will remain in the rules for the new market commencing 1 October 2021.

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23	Collgar Wind Farm	ED1 and TDOWG 42	Clause 6.3.1 includes the word 'determine' and phrase 'ESROI that AEMO expected will apply during the following seven Trading Days', which could be interpreted that AEMO is re-calculating new ESROI as frequently as daily. We understand that isn't the policy intent, nor the process outlined elsewhere in the WEM Rules (including clause 4.11.3A(a) and (b)) and the WEM Procedure developed under clause 4.11.3A(c). Collgar recommends rephrasing clause 6.3.1 to remove ambiguity and potential misalignment with clause 4.11.3A, the relevant WEM Procedure and the policy position that ESROI will change infrequently (and when they do they will be subject to at least 10 days consultation and set well in advance of the relevant Trading Day). However, if the intent is that AEMO can change the ESROI daily in response to system requirements, then Collgar is of the view that informing Market Participants of this at 8am on the Scheduling Day doesn't provide Market Participants sufficient time to consider and make changes to their bilateral positions prior to the 8:50am cut off (noting that at least some participants have earlier cut offs in their ESC/PPA to provide their position to their counterparty). Ideally Market Participants would be informed in the first half of the Trading Day prior to the Scheduling Day (although Collgar understands that there is a trade off between providing additional time to Market Participants and AEMO making its decision on more accurate information closer to real time).	4.11.3A	Clause 6.3.1 reflects the original policy intent that AEMO may modify the ESROI for a Trading Day on the Scheduling Day in response to changing system conditions without consultation, due to the impracticality of any consultation process in this timeframe. The deadline for determining the final ESROI for a Trading Day was moved from 8:00 AM to 6.50 AM on the Scheduling Day in ED2. The revised deadline gives more time to Market Participants to respond to changes while maintaining sufficient flexibility for AEMO. Clause 4.11.3A was also amended in ED2 to clarify the consultation requirements for ESROI. Further changes have been made since the consultation period for ED2 to improve clarity and prevent unnecessary consultation when AEMO does not propose to change the ESROI from one year to the next.
24	Rebecca White	TDOWG 42	Noted that clause 4.11.3A as drafted implied that AEMO must consult with Market Participants regarding any change to the Electric Storage Resource Obligation Intervals from the intervals initially determined.	4.11.3A	See the response to issue 23.

	Submitter	Draft	Issue	Clause	EPWA's Response
25	Synergy	ED2 Part 1	Suggest the wording is amended for ease of reading. Suggestion: 4.11.3A. AEMO must: (a) ~~determine~~ in consultation with Market Participants determine the Trading Intervals in each Trading Day that are classified as Electric Storage Resource Obligation Intervals, and~~, by the date and time specified in clause 4.1.8,~~ publish on the WEM Website (which may be published in the Statement of Opportunities Report), by the date and time specified in clause 4.1.8 ~~the Trading Intervals in each Trading Day that are classified as Electric Storage Resource Obligation Intervals~~; …	4.11.3A	Additional changes to clause 4.11.3A have been made following the consultation period for ED2 to further clarify AEMO's obligations around determining and amending Electric Storage Resource Obligation Intervals. Synergy's drafting suggestions were taken into account when making the additional changes to this clause.
26	Synergy	ED2 Part 1	Suggest the words "assessed in the NAQ model" are added to the end of the clause to provide clarity as to which Facilities the information is being provided for. Suggestion: 4.15.16. AEMO 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; and (b) the Network Access Quantity or Indicative Network Access Quantity determined for each Facility~~.~~ assessed in the NAQ Model.	4.15.16	Change made to address the issue.
27	Alinta Energy	ED2 Part 3	While Consequential Outages have been removed from the Outages framework, it appears unduly punitive to not cancel a Reserve Capacity Test if a Facility is forced off as a result of another facility or event outside of its control. Alinta Energy considers that EPWA should consider amending the drafting as follows: e) deem the Reserve Capacity Test to be cancelled and discard the results if the Facility is constrained by a Network or other limitation outside of its control during the test period;	4.25.9(e)	While we acknowledge Alinta Energy's concerns, the changes proposed by Alinta Energy would increase the scope of clause 4.25.9(e) too far (e.g. it could be argued running out of fuel was outside a Facility's control). The clause has been amended to require AEMO cancel a Reserve Capacity Test if: (a) the Facility is constrained during the test period because of an outage of an item of equipment that is part of a Network; or

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					(b) AEMO determines that the Reserve Capacity Test was invalid in accordance with the WEM Procedure referred to in clause 4.25.14. Clause 4.25.14 has also been amended to explicitly require AEMO to document the situations in which it would deem a Reserve Capacity Test to be invalid.
28	Synergy	ED2 Part 3	Suggest the wording in the clause is amended to account for the value determined under clause 6.3A.3(g) being at the component level, whereas the value for STEMCAPO(f,t) is meant to be at the facility level. Suggestion: 4.26.2AD. (b) STEMCAFO(f,DI) is the estimate of total Capacity Adjusted Forced Outage Quantity determined for Separately Certified Components of ~~for~~ Facility f in Dispatch Interval DI determined on the Scheduling Day for the relevant Trading Day in accordance with Chapter 6 under clause 6.3A.3(g); and	4.26.2AD(b)	Clause 6.3A.3(g) has been amended to additionally require the calculation of capacity adjusted outage quantities at the Facility level, which removes the need to amend clause 4.26.2AD(b).
29	Synergy	ED2 Part 3	Suggest the wording in the clause is amended to account for the value determined under clause 6.3A.3(g) being at the component level, whereas the value for STEMCAPO(f,t) is meant to be at the facility level. Suggestion: 4.26.2AH. (g) STEMCAPO(f,t) is the estimate of the total Capacity Adjusted Planned Outage Quantity determined for Separately Certified Components of ~~for~~ Facility f in Trading Interval t determined on the Scheduling Day for the relevant Trading Day in accordance with Chapter 6 under clause 6.3A.3(g); and	4.26.2AH(g)	Clause 6.3A.3(g) has been amended to additionally require the calculation of capacity adjusted outage quantities at the Facility level, which removes the need to amend clause 4.26.2AH(g).
30	Synergy	ED2 Part 3	Synergy notes that calculation of the term TFMRCP does not align with the definition. Suggest the "divided by 12" part is brought within the formula so that the calculated value for TFMRCP is a monthly value rather than an annual value.	4.29.1B	Change made to address the issue.

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			Suggestion: 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 ~~divided by 12:~~ TFMRCP = Min(max(Reserve_Capacity_Price, Trans_Floor), Trans_Ceiling) / 12 where: …		
31	Synergy	ED2 Part 3	Suggest that the annual price for Transitional Facilities is required to be published and retained on the AEMO website. Synergy notes that currently AEMO only publishes the Transitional Price for the most recent Capacity Cycle (noting that this is a value for a future year and not the current Capacity Year). Preferably AEMO retains the historic Trans_Floor, Trans_Ceiling and annual Capacity Price for Transitional Facilities with the historic RCP values in the spreadsheet "Historical Reserve Capacity Prices". Suggestion: 4.29.1CA. AEMO must publish on the WEM Website the: (a) 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) value determined by multiplying the Facility Monthly Reserve Capacity Price for a Transitional Facility determined in clause 4.29.1B by 12.	4.29.1CA	Clause 4.19.1CA has been amended to require the publication of the annualised version of the Facility Monthly Reserve Capacity Price for Transitional Facilities.
32	Synergy	ED2 Part 3	Synergy would like to understand how the term "Refund Exempt Outage Count" is transitioned over to the new market, as the count that is determined in part (c) of the definition is at a facility level, whereas part (d) is at a component level. For Facilities that have multiple components at the start of the new market, how will the Facility level outage count from part (c) be allocated to the components for the tracking of this term from 1 Oct 2023 onwards?	Glossary: Refund Exempt Planned Outage Count	The definition of Refund Exempt Planned Outage Count (REPOC) has been amended since the consultation period for ED2 to clarify the precedence order of the conditions. This has led to the renumbering of clauses (b), (c) and (d) to (b)(i), (b)(ii) and (b)(iii) respectively. The intent, which is unaffected by the amendments, is that:

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					• For the most common case (a Scheduled Generator transitioning to a Scheduled Facility with a single Non-Intermittent Generating System), under (c) (now (b)(ii)) the Non-Intermittent Generating System will effectively inherit the REPOC values for the Scheduled Generator for Trading Intervals falling before New WEM Commencement Day. • If an existing Facility acquires a second Separately Certified Component on or after New WEM Commencement Day (e.g. an Electric Storage Resource is added to an existing Scheduled Generator facility) then provided the Electric Storage Resource has no assigned Capacity Credits before New WEM Commencement Day, the Non-Intermittent Generating System component will inherit the Scheduled Generator's REPOC values under (b)(ii) and the Electric Storage Resource will be assigned REPOC values of zero under (a). The definition will produce appropriate outcomes assuming that there are no hybrid (i.e. Electric Storage Resource + Non-Intermittent Generating System) Scheduled Generators with Capacity Credits assigned to both Separately Certified Components before New WEM Commencement Day. AEMO has confirmed that there will be no hybrid facilities with multiple Separately Certified Components for the 2023-24 Capacity Year.

	Submitter	Draft	Issue	Clause	EPWA's Response
33	Synergy	ED2 Part 1	Synergy notes that the Explanatory Notes for the Appendix 3 change do not provide reasoning for the deletion of Step 2(b) that is undertaken in both Part A and Part B. Synergy would like to understand why this change has been made and seeks clarity as to why the amendment is required.	Appendix 3: Part A Step 2(b) and Part B Step 2(b)	The rationale for the change is presented in the first explanatory note in Appendix 3: *"AEMO 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 AEMO to use the applicable Constraint Sets in the NAQ Model for the Facilities assessed in each step of Appendix 3."* The new general requirement applies to all steps, including Step 2 of Parts A and B, making Step 2(b) redundant in each Part.
34	Synergy	ED2 Part 3	Synergy would like to understand the reasoning for creation of the new defined term "Network Quality and Reliability of Supply Code" as this term is not used anywhere within the rules. Suggest the term is deleted unless it is required.	Glossary: Network Quality and Reliability of Supply Code	The term is used in clause 4.5B.5(d), as one of the items that a Network Operator must take into account in developing a Transmission System Plan.
35	Alinta Energy	ED1	While not part of the Tranche 5 rules, Alinta Energy has identified that the current definition of GIA Facility may inadvertently capture generators that were not part of the GIA and disincentivise upgrades until after the 2022 Reserve Capacity Cycle. In the glossary of the companion rules, a GIA Facility is: "A Facility that is, or will be, subject to an Arrangement for Access entered into or amended during the period, commencing 24 June 2017 and ending on the date and time specified in clause 4.1.11 as amended or extended by AEMO under clause 1.36B.6(g) for the 2022 Reserve Capacity Cycle, under which the Facility is not entitled to	Glossary	Change made to address the issue.

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			unconstrained access to the relevant Network for all of its capacity." Under this definition, a Facility that is not part of the GIA that upgrades their capacity and amends their Arrangement for Access for the 2022 cycle would become a GIA Facility. Per 4.1A, this Facility would cede its priority for NAQs and eligibility for CC Uplift Quantities for all its capacity, even if the upgrade is exceedingly small. This creates a significant disincentive for upgrades during the 2022 cycle and an incentive to defer until the 2023 cycle. To avoid this, Alinta Energy recommends updating the GIA definition so that it does not capture the existing capacity of non-GIA Facilities where they make an upgrade.		
36	Synergy	ED2 Part 1	As the definition of "GIA Facility" is using the term "Constrained Access Facility" that will no longer be defined in the WEM Rules, Synergy suggests that a date for the WEM Rule book with the definition is added for completeness to allow for rule readers to refer to the actual definition if required. Further note that the term "Constrained Access Facility" is not defined in the current version of the WEM Rules although the term is being used in clause 3.21.2A). Suggested drafting: GIA Facility: A Facility that was a Constrained Access Facility (as previously defined in the WEM Rules dated TBA) for the purpose of certification of Reserve Capacity in one or more Reserve Capacity Cycles.	Glossary: GIA Facility	The suggested inclusion of a reference to a WEM Rules version date is unnecessary - the modern approach to statutory interpretation requires consideration of context and purpose, which would resolve any potential confusion regarding the meaning of "Constrained Access Facility". Clause 3.21.2A has been amended to refer to GIA Facility instead of Constrained Access Facility.
37	Collgar Wind Farm	ED1	Clauses 6.2A.4 and 6.2A.5 are unclear as to whether the cancellation relates to the specified Trading Interval for that week only, or for every subsequent week. That is, it is not clear whether the standing submission is only cancelled for (as an example) 2pm interval on Tuesday in the upcoming week, or 2pm interval for every subsequent Tuesday (until another change is made). Collgar recommends these clauses are reworded for clarity.	6.2A.4 and 6.2A.5	As specified in clause 6.2A.3, Standing Bilateral Submission data is associated with a day of the week rather than a specific Trading Day. Cancelling Standing Bilateral Submission data under clause 6.2A.4 would therefore cancel it in respect of all future Trading Days commencing on the relevant day of the week, not just one Trading Day. A Market Participant is able to cancel Bilateral Submission data for one or all Trading

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					Intervals in a specific Trading Day under clause 6.2.4B. Additional changes have been made to clauses 6.2A.4 and 6.2A.5 since the close of the consultation period for ED2 to further clarify their intent.
38	Timothy Edwards	TDOWG 44	Will participants have access to near-real time network node operational demand data for input into the published constraint equations to independently determine possible constraints, and therefore make informed trading decisions? If information is only available after the fact, this would make it impossible for participants to determine possible constraints and therefore make informed trading decisions, which does not sound equitable.	Forecasts for SSF and NSF	The new SCED market is designed around a single reference node, with all constraint equations also developed around this concept. The Reformer has some information and links to the relevant WEM Procedures that may be of use: https://aemocloud.sharepoint.com/sites/EXT-COM-REF/SitePages/MC-1-MP-01.aspx Regarding forecasting constraints for participants, the data that AEMO publishes for each Market Schedule (Dispatch, Pre-Dispatch and Week-Ahead) also contains information on each of the constraint equations, including LHS and RHS quantities. These quantities are based on projected dispatch profiles and estimated network quantities (e.g. line flows). While the individual line flows are not "forecast", participants are able to see ahead of time how close each constraint is to binding and whether their facility is likely to be impacted. Additionally, in the set of published Market Schedule data, AEMO will specifically identify "Nearly Binding" constraint equations to provide some indication of where a Facility may be close to being impacted by a network constraint. Regarding off-line analysis, participants may also wish to get their own copy of the power system model from Western Power

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					(Powerfactory model available by request) and perform their own assessment of potential line flows based on estimated dispatch profiles and forecast system demand, outages, etc. This can be overlayed on the actual constraint equations themselves, which are published on the Reformer, to analyse potential future constraint activity.
39	Alinta Energy	ED2 Part 3	Alinta Energy opposes the proposed obligation for accredited participants to submit ESS offers for all intervals in the Week Ahead Schedule, noting that: • unlike for energy, participants are not compensated for being constantly available for ESS. • the interaction with the market power mitigation reforms is unknown, and the proposed ESS price cap which excludes opportunity costs could cause participants to be obliged to offer into a market where they cannot recover their costs. • this may impose a significant compliance burden, especially considering the requirement to record reasons for resubmissions under 7.4.26, and plans for additional "internal governance" obligations under the market power mitigation strategy.	7.4.1	Transitional clause 1.49.9 requires Market Participants to offer all their accredited FCESS capacity for the first six months after New WEM Commencement Day. The policy intent is to ensure continuity at the start of the new market with the removal of the mandate on Synergy to provide FCESS, and minimise the risk of shortages in the first six months due to market failure (i.e. Market Participants 'choosing' not to provide services). However, the obligation under clause 7.4.1 is only to make a relevant Real-Time Market Submission (which may be a standing submission) for each Dispatch Interval, i.e. there is no ongoing obligation to offer any of a Facility's accredited FCESS capacity unless the Market Participant is required to under a SESSM Award. Additional changes have been made to clause 1.49.9 to ensure that the obligations on Market Participants with Electric Storage Resources or temperature-sensitive Facilities that are accredited to provide an FCESS are achievable.

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40	Synergy	ED2 Part 3	Synergy is of the understanding that that definition for "Estimated Enablement Losses" will be reviewed and amended in relation to the Market Power Strategy, and is therefore unable to provide considered comment on the definition of this term.	Glossary: Estimated Enablement Losses	Noted.
41	Collgar Wind Farm	ED2 Part 3	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).	Glossary: Near Binding Constraint Equation	The definition has been retained in the WEM Rules because the potential material impacts to stakeholders of changes to the definition warrant the definition being subject to the rule change process. We note that the Fast Track Rule Change Process is available to correct manifest or trivial errors.
42	Rebecca White	ED2 Part 3 TDOWG 44	Noted that Market Participants have about six Business Days to pay a Default Levy, and questioned whether the proposed two Business Days to pay a Repaid Amount Levy would give participants enough time to arrange the payment.	9.20.	Clause 9.20.2B has been amended to increase the originally proposed two Business Day period to eight Business Days.
43	Mark Riley	ED2 Part 3 TDOWG 44	Agreed with Rebecca White that it would be good to understand if the payments were really required in two Business Days or was it two Business Days after various other things had happened, and so not a surprise. Raised a particular concern around these requirements occurring around Christmas or Easter, because even though the timelines specified Business Days there was not as much service available from external institutions at these times.	9.20.	See the response to issue 42.
44	Synergy	ED2 Part 3	Synergy would like clarity as to the notification process that AEMO will follow when issuing invoices under section 9.20. Further note that although the two Business Day turnaround period maybe suffice for standard invoices that Market Participants are expecting, additional time may be required given the unexpected nature of invoices issued under this section.	9.20.	Clause 9.20.2B has been amended to increase the originally proposed two Business Day period to eight Business Days. Additionally, clause 9.2.1 has been amended to require AEMO to document the processes for Default Levies and Repaid Amount Levies in a WEM Procedure.

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45	Synergy	ED2 Part 3	The index f in clause 2.1(b)(ii) is not defined. Suggest that the clause is amended for clarity that f is a facility. For ease of reading and continuity of drafting related clauses 2.2, 2.3 and 2.4 should also be amended. Suggestion: 2.1(b) … ii. the Facility Risk for facility f 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 … 2.2. For each facility f which is a member of ~~in~~ Facilities(DI) or AdditionalIMLFacilities(DI), ~~f,~~ calculate the FacilityRisk(f,DI) to be: (a) where facility 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 facility 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 facility f's which are members ~~f~~ of Facilities(DI) ~~Facilities (DI)~~ for which: $FacilityRisk(f,DI) \geq 10MW$ 2.4. Determine AdditionalApplicableFacilities(DI), which comprises those facility f's which are members ~~f~~ of AdditionalIMLFacilities(DI) for which: $FacilityRisk(f,DI) \geq 10MW$	Appendix 2A, 2.1(b)(ii)	The proposed amendment could be misleading because not all members of Facilities(DI) are Facilities. A different change has been made to clause 2.1(b)(ii) to address Synergy's concern, namely to replace "the Facility Risk for f in Dispatch Interval DI" with "the Facility Risk for the Facility in Dispatch Interval DI".

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46	Synergy	ED2 Part 3	The second use of the term "Facilities(DI)" has a space in the middle of the term that should be removed.	Appendix 2A, 2.3	Change made to address the issue.
47	Mark Riley	TDOWG 42	Any information that is already publicly available (e.g. derived from publicly available reports) should not be classified as confidential, even if it meets the criteria to be classified as confidential.	n/a	Clause 10.2.4(c) requires Market Information to be classified as Public Information if it is available in the public domain, other than where Market Information of this type has been made available by reason of a breach.
48	Aditi Varma	TDOWG 42	Information managers will be required to release public information to any party upon application. AEMO has the capacity to recover costs for providing such information under the WEM Rules. Will that capacity be extended to other information managers as well?	n/a	Clause 10.4.7 allows any Information Manager (not just AEMO) to recover its costs in these circumstances.
49	Mark Riley	TDOWG 42	If the Information Manager deems an item of Market Information, which the provider has labelled as confidential, as public, will the provider be notified?	n/a	If an Information Stakeholder has previously claimed a type of Market Information to be Confidential Information, it will be notified if the Information Manager decides to classify that information as Public Information in response to a request made under clause 10.4.6, and will be able to lodge a dispute regarding the classification.
50	Mark Riley	TDOWG 42	Assuming that a Market Participant provides AEMO with information that it says is confidential and AEMO in turn provides it to Western Power, does it continue to be confidential?	n/a	Yes, provided that the Information Manager (or the Coordinator, in the case of a dispute) agrees with the Market Participant's assessment. Under clauses 10.2.1 and 10.2.1B, an Information Manager is required to determine the confidentiality status of any Market Information it provides to another party, and under clause 10.4.26 an Information Manager must notify the requesting party of the confidentiality status of any Market Information provided in response to a request under clause 10.4.6.

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51	Rebecca White	TDOWG 42	Under the Freedom of Information (FOI) Act, there is a list of 'agencies' that are exempt from the FOI Act. Is there an intent to exempt the information provided to the Coordinator/Western Power/ERA under the WEM Rules from the FOI Act so that only the WEM Rules framework applies, or will there be some overlap?	n/a	The FOI Act provides for two relevant exemptions – an exempt agency or an exempt matter. Looking at the list of exempt agencies, it seems unlikely that the Coordinator, Western Power or the ERA would be appropriate to be made an exempt agency (particularly as each has been subject to the FOI Act for many years without apparent issue). Most Confidential Information would likely be able to be resisted from disclosure under the FOI Act as it would be 'confidential' (schedule 1, clause 8) or contain 'trade secrets, commercial and business information' (schedule 1, clause 4), although it would depend on the information which was being requested.
52	Mark Riley	TDOWG 42	Would there be an escalation option beyond the Coordinator's decision on a dispute about Market Information, e.g. would these decisions be Reviewable Decisions?	n/a	It is not proposed that the Coordinator's decisions on disputes about Market Information be Reviewable Decisions.
53	Alinta Energy	ED2 Part 3	Alinta Energy recognises the complexities of the existing framework for managing market information and supports the intent of the policy position to increase transparency and make the process more efficient and simpler to administer. Alinta Energy considers that transparency is fundamental to the delivery of competitive electricity markets through ensuring cost-effective investment and operating decisions and increasing market confidence. Full disclosure of all information may not, however, necessarily always result in the best market outcomes, particularly where confidentiality, the potential for market manipulation and the direct costs of data provision are accounted for. Further, Alinta Energy is concerned that the policy framework, may not meet the Wholesale Market Objectives. Specifically:	Policy framework and the Wholesale Market Objectives	The new Market Information framework does not increase the risk of information that should be treated as confidential either being classified as Public Information or released before it has been classified. Under the new framework, information is not classified as Public Information by default, and information that has not yet been classified must be protected as if it were Confidential Information. Further, decisions by an Information Manager to classify Market Information as Public Information can be disputed by the relevant Information Stakeholder(s), and the Information Manager is not permitted to

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			Determining whether Market Information is Confidential: The potential risks to Rule Participants that market information that should be treated as confidential is either classified as public (by default or intentionally), or accessed before it is assessed as confidential, may discourage competition in the SWIS (Wholesale Market Objective (b)). **Disclosure of Confidential Information** The framework could increase the number of persons, or combinations of persons, to which Confidential Information could be disclosed, increase the complexity of the new framework, and introduce risk and uncertainty for Rule Participants. Therefore, it could be considered that this part of the new framework is economically inefficient, discourages competition and will potentially add to the long-term cost of electricity (Wholesale Market Objectives (a), (b) and (d)).		release the information as Public Information until the dispute process has run its course. The framework does increase the number of persons, or combinations of persons, to which Confidential Information could be disclosed, but this is necessary to ensure that parties can be provided with sensitive information where necessary (e.g. for the safety of personnel, equipment or the power system) without requiring the information to be classified as Public Information. The criteria for allowing the release of Confidential Information remain strict, and decisions to release Confidential Information under the 'net benefit' criterion are open to dispute by Information Stakeholders.
54	Alinta Energy	ED2 Part 3	Proposed clause 10.2.1 would allow Confidential Information provided by market participants in the past under the condition that it be kept confidential to be retrospectively made public. Proposed clause 10.2.6 allows for a re-determination of information following a modification to Market Information as a result of Amending Rules. Our concern arises because, as a principle, Alinta Energy does not support retrospective application of changes to any legislative document that would impact upon a substantive right of a participant. Specifically with respect to this proposal, Alinta Energy would be concerned if a piece of commercially sensitive information that we had previously provided on the basis of clearly defined assumptions, subsequently had its status changed from being confidential and so became available to the market or more broadly to other regulatory bodies in a manner contrary to the assumptions and intention underlying its original disclosure. Also, the broad discretion provided under the proposed new provisions to release information when it is considered to be in the public interest creates a further risk to participants (real	10.2.1 and 10.2.6	Under transitional clause 1.58.3, all market related information and documents that were produced or exchanged under the pre-New WEM Commencement Day (NWCD) rules and had a "confidential" confidentiality status in AEMO's confidentiality status list, will be deemed to be Confidential Information, even if similar information or documents that are produced or exchanged under the post-NWCD rules are deemed to be Public Information in future. However, for reasons of practicality this arrangement will not apply to Market Information produced or exchanged after NWCD. This means that it will be possible, albeit very unlikely, for the confidentiality status of a type of Market Information to change over time, if a sufficiently strong case for its release is made. Participants will need to take this potential disclosure risk into

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			or perceived) that commercially sensitive information may in the future be deemed to be public. If participants had known of these potential disclosure risks at the time of original disclosure they may have provided information in a different manner and/or form or, at least, they would have had the opportunity to take such steps as could reasonably be required to mitigate the negative consequences arising from the subsequent disclosure. To avoid the disclosure risks noted above, Alinta Energy recommends that the EPWA incorporates the following general principle into the Market Rules: *"Where confidential information which is commercially sensitive to a participant and/or in respect of which the participant otherwise owes contractual obligations of confidentiality to another party has been provided directly by a participant to a regulatory body in the WEM under the reasonable expectation that it will be treated as confidential, then that specific piece of information should not be made available to the market (or to a broader group of regulatory bodies) as a result of any change in status. Any changed status should only apply to information that is provided by participants following the Information Manager's determination."* Alinta Energy considers that the inclusion of this general principle would protect the confidentiality of <u>existing</u> information provided by participants that is considered by the participant to be confidential and commercially sensitive.		account when providing Market Information under the WEM Rules after NWCD.
55	Alinta Energy	ED2 Part 3	Alinta Energy notes that this clause carves out allocating a confidentiality status for information that is not Market Information (which is defined as any information or document that is required to be produced, provided or exchanged under the WEM Rules). Alinta Energy is concerned that there may be some supporting information provided to AEMO, Western Power, the Coordinator or the Economic Regulation Authority that	10.2.1A	The new framework is only intended to apply to Market Information, that is any information or document that is required to be produced, provided or exchanged under the WEM Rules or a WEM Procedure. The confidentiality of information exchanged between parties on a voluntary basis has been deliberately excluded from the scope of the WEM Rules, and is a matter for the

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			does not fall within the definition of Market Information, such as: • Fuel contract information provided as part of the annual certification process. • Technical proprietary information regarding a facility's design. • Information provided to AEMO in relation to Prudential reviews such as a retailer's hedge position and cost thereof. Alinta Energy strongly recommends that the rules be amended to allow for confidentiality to be assigned to supporting information that may not be explicitly "required to be produced, provided or exchanged under the WEM Rules". Unless this protection is afforded in the Market Information framework in the WEM rules Alinta Energy is concerned that the proposal may provide a deterrent to the free and voluntary exchange of information between a Market Participant and the Market Operator over and above what is required by the Market Rules. A barrier to the free flow of information will potentially lead to market inefficiencies and perverse outcomes.		parties involved, subject to other applicable laws and regulations. We note that only Market Information may be requested from an Information Manager under clause 10.4.6.
56	Alinta Energy	ED2 Part 3	Alinta Energy supports bilateral contracts being classified as confidential information. While the common use term of bilateral contracts is an agreement between two parties in which each side agrees to fulfil their side of the bargain. However, without further explanation, Alinta Energy is concerned that this could be interpreted to be an electricity bilateral contract (i.e. an agreement between a willing buyer and a willing seller to exchange electricity, rights to generating capacity, or a related product under mutually agreeable terms for a specified period of time). To avoid any perverse outcomes, Alinta Energy recommends that this clause be amended to state: Subject to clauses 10.2.4 and 10.2.5, an Information Manager must classify Market Information as confidential	10.2.3(a)	The relevant clause (now clause 10.2.3(b)(i) has been amended to the following to extend its scope beyond electricity bilateral contracts: 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

	Submitter	Draft	Issue	Clause	EPWA's Response
			if it: (a) is contained in a ~~bilateral~~ contract; This amendment would protect all participant contracts, including for example fuel contracts and ETACs/ Agreements for Access.		specified in the contract as being confidential under the contract; … The qualification is included to prevent information contained in a contract that is not commercially sensitive (e.g. facility names, etc) from being erroneously classified as Confidential Information.
57	Alinta Energy	ED2 Part 3	Alinta Energy supports Market Information being confidential if it reveals personal details about an individual. However, the Office of the Australian Information Commissioner defines personal information as "a broad range of information, or an opinion, that could identify an individual. What is personal information will vary, depending on whether a person can be identified or is reasonably identifiable in the circumstances. For example, personal information may include an individual's name, signature, address, phone number or date of birth. This clause could be quite restrictive, for example, a rule change submission includes an individual's name and phone number and would therefore be required to be deemed confidential. Given this, there may need to be consideration given to redacting personal information on documents which would have otherwise been deemed public information.	10.2.3(d)	The relevant clause (now clause 10.2.3(b)(iii)) has been amended to the following to clarify the intent of the criterion and prevent the need for unnecessary redactions of information that is currently publicly available: 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: … 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; …
58	Collgar Wind Farm	ED2 Part 3	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.	10.2.7	See the response to issue 55.

	Submitter	Draft	Issue	Clause	EPWA's Response
			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.		
59	Alinta Energy	ED2 Part 3	The proposed clause allows a Rule Participant to make a submission to an Information Manager about which types of Market Information it considers to be Confidential Information, and the rationale for classifying the Market Information as Confidential Information against the principles in clause 10.2.3. Alinta Energy notes that clause 10.2.3 is not a statement of principles regarding information disclosure, it is a list of circumstances outlining the information that will be deemed confidential. Alinta Energy proposes a statement of principles that includes the general principle suggested in its comments on clauses 10.2.1 and 10.2.6, and suggests that other principles could include that confidential information is only disclosed where: 1. it is for a genuine purpose relating to a function conferred to an entity under the WEM Rules; 2. its use is limited to the purpose for which it was disclosed; and 3. the relevant entity must formally request from the relevant market participant the Confidential Information it requires.	10.2.7	Clause 10.2.7 has been amended to clarify that the list clause 10.2.3 contains a list of criteria for classifying Market Information as Confidential Information. Regarding the principles suggested by Alinta Energy: • See the response to issue 54 regarding Alinta Energy's issue on clauses 10.2.1 and 10.2.6 and the proposed overarching principle. • (1) is overly restrictive, because a requesting party (e.g. a court) may require Confidential Information for a purpose that does not relate to a function conferred to an entity under the WEM Rules. • (2) is also overly restrictive, in that a party may have more than one legitimate use for an item of Confidential Information. We note that clause 10.4.2 requires the Coordinator, the ERA, AEMO and each Network Operator to 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. • Re (3), it would be inappropriate and impractical to require an entity to formally request from a Market Participant the Confidential Information

	Submitter	Draft	Issue	Clause	EPWA's Response
					that the entity requires to perform each of its functions under the WEM Rules.
60	Shell	ED2 Part 3	Where information is voluntary and not required by law, Shell Energy requests that there is a process where Rule Participants must agree, prior to the provision of information, with the Information Manager that any information provided is deemed to be confidential. The provision of information is a commercial risk and mitigating this risk through an agreed process will provide certainty to Rule Participants.	10.2.7	See the response to issue 55.
61	Synergy	ED2 Part 3	Synergy seeks clarity on the likely timeframe that the Coordinator will release the WEM Procedure under this clause. Further Synergy suggests that the WEM Procedure is important to provide clarity to the market, and therefore the Coordinator "must" publish the WEM Procedure rather than "may". Suggestion: 10.2.10. The Coordinator must ~~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.	10.2.10	The Coordinator will develop and publish the WEM Procedure contemplated in clause 10.2.10 if, but only if, she or he determines that additional guidance on specific matters is likely to improve the quality and consistency of confidentiality status determinations.
62	Alinta Energy	ED2 Part 3	Alinta Energy considers that, given the importance of managing Market Information, the rule should be amended as follows: The Coordinator must ~~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.	10.2.10	See the response to issue 61.
63	Collgar Wind Farm	ED2 Part 3	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.	10.2.12	In situations such as those described the Coordinator will determine the Information Manager for the Market Information under clause 10.2.12(d).

	Submitter	Draft	Issue	Clause	EPWA's Response
64	Shell	ED2 Part 3	Where the same information is provided to more than one party through provisions either under the WEM Rules or WEM Procedures, it is unclear which party would be the Information Manager. We request that this is clarified here as opposed to the current wording of *"An Information Manager*".	10.2.12	See the response to issue 63.
65	Synergy	ED2 Part 3	Synergy considers that the aggregation of confidential data should allow for the Information Provider to consider if its confidential information is appropriately summarised as to avoid being easily estimated by others. Synergy suggests that a new clause is created that requires consultation with the relevant Information Provider on the aggregation of confidential data and that clause 10.4.19(g) is made also made subject to the new clause. Suggestion: 10.2.5A (new) The Information Manager must consult with the relevant Information Provider and ensure that any confidential information cannot be easily interpreted from any aggregated or combined data that is to be published or released in accordance with clause 10.2.5. 10.4.19. Subject to clause 10.4.20 and section 10.5, the Information Manager must disclose Confidential Information that has been requested under clause 10.4.6 if: … (g) subject to clause 10.2.5A, the Market Information can be disclosed in aggregated or anonymised form such that it does not reveal confidential information; or …	10.2.5 and 10.4.19(g)	In many cases aggregated information is based on the Confidential Information of multiple Information Stakeholders. It would not be practical to require an Information Manager to consult with each Information Stakeholder for the inputs every time it published or released aggregated information. We expect that Information Managers will take a suitably cautious approach (which may include consultation with relevant Information Stakeholders) if there is any real potential for Confidential Information to remain discernible in aggregated information. Additionally, there is no reason to consider aggregated Market Information that does not reveal any Confidential Information to be Confidential Information - if no Confidential Information is discernible in the aggregated information then the aggregated information should be Public Information. For these reasons, clause 10.4.19(g) has been removed, and clause 10.2.5 has been amended to clarify the confidentiality status of aggregated Market Information that does not reveal any Confidential Information.
66	Alinta Energy	ED2 Part 3	Alinta Energy considers that this clause should cross reference 10.3.2 to ensure participants are not charged for information that would have otherwise been available on a website.	10.3.4	Clause 10.3.4 has been amended to clarify that an Information Manager who has elected to remove Market Information from its website under clause must make the

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					Market Information available at no cost to any person on application.
67	Alinta Energy	ED2 Part 3	Alinta Energy suggests that the reference to "breach" be amended to "alleged breach"?	10.4.4	Not changed, because the rationale for the proposed amendment is unclear.
68	Synergy	ED2 Part 3	Suggest "Clause 10.5" is replaced with "Section 10.5".	10.4.5	Change made to address the issue.
69	Alinta Energy	ED2 Part 3	To ensure that Confidential Information is not erroneously released under clauses 10.4.6 and 10.4.9, Alinta Energy considers that either: The following additional clause should be included: 10.4.9 If the Information Manager considers that the Market Information requested under clause 10.4.6 is Public Information, it must: (a) subject to clause 10.4.10, clause 10.4.16(c) and section 10.5, if it continues to possess the Market Information, it must release the relevant Market Information to the requesting party within 20 Business Days; or (b) if it is not the Information Manager for that Market Information, refer the party that requested the Market Information to the appropriate Information Manager or the Coordinator. 10.4.9A If the Information Manager considers that the Market Information requested under clause 10.4.6 is Confidential Information, it must not release that information. Or clause 10.4.9 be amended to cross- reference clause 10.4.18.	10.4.6 and 10.4.9	The suggested clause 10.4.9A would prevent Confidential Information from being provided to a requesting party under any circumstances, which is not the policy intent. An Information Manager will process a request for Market Information submitted under clause 10.4.6: • in accordance with (updated) clause 10.4.10 if it considers the Market Information is Public Information; and • in accordance with (updated) clause 10.4.18 if it considers the Market Information is Confidential Information. We do not consider that the inclusion of a cross-reference in clause 10.4.10 would affect the likelihood of erroneous release of Confidential Information.
70	Synergy	ED2 Part 3	Synergy is of the view that the drafting of these clauses does not align with the overall intent of the Market Information framework and suggests that drafting is reviewed and revised to ensure the underlying policy intent of the Market Information framework is maintained.	10.4.10 and 10.4.11	Section 10.4 has been redrafted to address stakeholder concerns. Under the revised drafting, if an Information Stakeholder has previously claimed a type of Market Information to be Confidential Information, it will always be able to dispute a decision to classify that information as Public

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			The drafting of clause 10.4.10 appears to allow the Information Manager to determine that information that has previously been determined as confidential information could be considered as public information, and therefore not only released to the requesting party, but will also be released for any future requests. Further, the ability of the Information Provider to dispute the re-determination of the confidentiality status is erroneously limited by clause 10.4.11. Synergy is of the view that the policy intent of clause 10.4.11 is to allow for the Information Manager to release the confidential information to the requesting party if the party has requested the data in relation to one of the subclause items. However, the proposed drafting of clause 10.4.10(c), 10.4.11, 10.4.12 and 10.4.13 appears to suggest that any information that is requested for any of the reasons listed in clause 10.4.11 can have its confidentially status changed to public and does not allow for the Information Provider to dispute the change in the confidentiality status. This could result in all confidential information effectively being released as public information. Suggested edits: • Revise the placement of clause 10.4.11 to 10.4.9A and amend the clause such that it now allows for confidential information to be released to a requesting party if the request is in relation to the reasons listed. • Implement a new clause that excludes the release of confidential information under clause 10.4.9A (formally 10.4.11) from disputes. • Remove the reference to clause 10.4.11 from clause 10.4.10(c). Note that further amendments to clauses within this section will be required to align with suggested edits.		Information in response to a request made under clause 10.4.6, regardless of who the requesting party is or the reason for the request. The dispute process will not delay the provision of information to the requesting party if the request is valid regardless of the confidentiality status. However, in these situations the requesting party will be notified that the information could be or is subject to a dispute, and must be treated as Confidential Information until its confidentiality status is confirmed by the Information Manager or the Coordinator.
71	Alinta Energy	ED2 Part 3	For the avoidance of doubt Alinta Energy considers that the following amendment should be made:	10.4.10	The suggested addition is unnecessary, because if the provision of information to the

	Submitter	Draft	Issue	Clause	EPWA's Response
			If a submission was made under clause 10.2.7 that the 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 release it under clause 10.4.9, the Information Manager must notify the Information Provider in writing prior to releasing the information, advising: (a) that it intends to release the Market Information, specifying the time and nature of the intended release; (b) why it is of the opinion that the Market Information is not Confidential Information; and (c) that the Information Provider, subject to clause 10.4.11, may lodge a dispute with the Coordinator within five Business Days if it disagrees with this assessment.		requesting party could be subject to a dispute: (a) (updated) clause 10.4.11(c) prevents the Information Manager from releasing the information before the deadline for lodging a dispute; and (b) if a dispute is lodged under (updated) clause 10.4.14, (updated) clause 10.4.17(c) prevents the Information Manager from releasing the information before the dispute is resolved by the Coordinator.
72	Collgar Wind Farm	ED2 Part 3	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).	10.4.11	See the response to issue 70.
73	Shell	ED2 Part 3	This clause is too broad and in particular, subclauses (a) and (e) are concerning, given that it is likely a substantial amount of the information provided would fall into these two categories; being information requested by the Coordinator of Energy, Economic Regulation Authority (ERA) or, being needed for AEMO and/or Western Power to undertake their WEM functions. Shell Energy requests clarification as to why there is no dispute process for the confidentiality status of information requested by the Coordinator of Energy or the ERA as per subclause (a).	10.4.11	See the response to issue 70.

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74	Collgar Wind Farm	ED2 Part 3	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.	10.4.19	Clause 10.4.19 has been amended to: • refine the criteria for an Information Manager to disclose Confidential Information to a requesting party in response to a request under 10.4.6; and • clarify that the Confidential Information is only provided to the requesting party. The changes to the criteria include clarifying that Confidential Information will be disclosed to a requesting party because that requesting party satisfies the relevant criterion. The 'net benefit' test in clause 10.4.19(g) requires the net benefit to electricity consumers of the disclosure of the Confidential Information to the requesting party to outweigh any commercial detriment that may be caused by the disclosure. In making a decision under clause 10.4.19(g), an Information Manager would need to take into account the costs to electricity consumers of the disclosure of commercially sensitive information affecting investor confidence. Further, decisions to disclose Confidential Information under clause 10.4.19(g) will be subject to dispute by the relevant Information Stakeholders.
75	Alinta Energy	ED2 Part 3	Alinta Energy is concerned that Confidential Market Information provided to AEMO for one purpose may be passed to the ERA for use in another purpose. We consider confidential information should only be used for the purpose for which it was provided. For example, the use of individual, commercially sensitive gas contracts obtained by AEMO through the certification process should not be used to inform more general market outcomes such as energy price limits or a facility's short run marginal cost. Commercial arrangements	10.4.19(e)	The ERA is already able to use information collected under section 2.16 for the purpose of carrying out any of its functions under the WEM Rules. Going forward, participants will be aware that information they provide under the WEM Rules could be used for other purposes, but will continue to be notified if the ERA requests new information from AEMO that relates to them.

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			are more complex than a single piece of information, and often require the combination of a number of different pieces of information. We note that if participants were aware that information might be used for other purposes then the nature and form in which they provided that information originally may have been different.		
76	Shell	ED2 Part 3	This clause is too broad and the information provided could be commercially sensitive given that this includes information classified as confidential as per clause 10.2.3. The use of the word "disclose" in this clause is ambiguous and we request clarification of the definition in this instance.	10.4.19	Clause 10.4.19 has been amended to clarify that the clause relates to the disclosure of information only to the party that requested the relevant information under clause 10.4.6.
77	Alinta Energy	ED2 Part 3	Proposed clause 10.4.19(h) seeks to introduce a 'public benefits' style test when deciding whether to disclose Confidential Information. Alinta Energy considers that this is a broad and abstract requirement that would be difficult for an Information Manager to administer and for market participants to anticipate. Additionally, determinations based on clause 10.4.19(h) may result in outcomes that are inequitable for the market participant to which the information relates despite the potential benefits to other market participants 'out-weighing' its detriment. As a result, Alinta Energy considers that if enacted, clause 10.4.19(h) would expose market participants to a broad risk of their sensitive information being disclosed publicly. To mitigate this risk, Alinta Energy suggests that the proposed clause 10.4.19(h) be removed from the proposal. Without making this change there is a risk that the potential for disclosure of commercially sensitive information may discourage competition in the WEM, as new entrants may be concerned about the risk of their commercially sensitive information being disclosed. As such, Alinta Energy strongly considers that decisions on the proposed release of commercially sensitive information should only be made via the rule change process, not as an administrative decision by	10.4.19(h)	See the response to issue 74. Additionally, when determining a dispute on the provision of Confidential Information under clause 10.4.19(g) (previously clause 10.4.19(h)), the Coordinator is required to conduct reasonable consultation with the Information Manager, each relevant Information Stakeholder under clause 10.5.4, and may extend the deadline for its determination under clause 10.5.6. The dispute process will therefore provide similar opportunities to the rule change process for an Information Stakeholder to present its case against the disclosure of the relevant Confidential Information.

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			an Information Manager.[3] This is because the rule change process will enable the merits of the proposed disclosure to be carefully considered, including two rounds of open consultation with stakeholders. Alinta Energy notes that the creation of new types of market information that should be made public despite material detriment being caused to a person would occur infrequently.		
78	Synergy	ED2 Part 3	Suggest that a time period is applied to the notification provided to the Information Manager under this clause. Further the time period is not required in subclause item (c) as the timeframe to issue a dispute is defined within clause 10.4.22. Suggestion: 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, it must first provide notice to the Information Provider in writing within five Business Days, advising: (a) that it intends to disclose the Market Information, specifying the nature of the intended disclosure; (b) why it is of the opinion the Market Information should be released in accordance with clause 10.4.19; and (c) that, if the Market Information is being released in accordance with clauses 10.4.19(a), 10.4.19(g) or 10.4.19(h), the Information Provider may lodge a dispute with the Coordinator ~~within five Business Days~~ in accordance with clause 10.4.22, if it disagrees with the Information Manager's assessment.	10.4.20	Clause 10.4.20 has been amended to require the Information Manager to notify each applicable Information Stakeholder within 10 Business Days of receiving the request under clause 10.4.6. Clause 10.4.21 (which replaces the previous clause 10.4.22) has been amended to refer to the timeframe specified in clause 10.4.20(a)(iii).

[3] This is consistent with the decision made by the Rule Change Panel when it rejected RC_2014_09: Managing Market Information, available here: Rule Change: RC_2014_09 (www.wa.gov.au).

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79	Synergy	ED2 Part 3	Synergy is of the view that a party should not be able to raise a notice of dispute under clause 10.4.23 in relation to Market Information that has already been determined under the dispute resolution process in clause 10.5 not to require disclosure. i.e. the same, or a different party, ought not to be able to seek a different outcome on the same issue. Suggest that a new clause (10.5.4A) is added to make this clear (note that minor consequential amendments may be required in Section 10.5): 10.5.4A (new) If a notice of dispute under clause 10.4.23 raises no new or different issues with respect to Market Information for which the Coordinator has already made a determination under clause 10.5, the Coordinator must dismiss such notice of dispute.	10.4.23 and section 10.5	Under clause 10.5.14, if a dispute is lodged 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 has the option to direct the parties to the dispute to the previous determination. Synergy's suggested amendment has not been made because it would prevent the Coordinator from being able to revise its position on the disclosure of Market Information as the market evolves over time.
80	Synergy	ED2 Part 3	Synergy is of the view that the Information Provider should be notified under clause 10.4.25 if a dispute is raised by 'a party' in relation to requesting access to the Information Provider's confidential information, and the Information Provider should have opportunity to consult with the Coordinator in relation to the dispute. Suggestion: 10.4.25. If a dispute is lodged in accordance with clause 10.4.24, then: (a) the Coordinator and the Information Manager must acknowledge the notice of dispute within one Business Day of receiving the notice; (b) the Coordinator must provide notice to the relevant Information Provider that a dispute has been raised in relation to seeking access to its confidential data within one Business Day of receiving the notice; (c)~~(b)~~ the Coordinator must determine the dispute in accordance with section 10.5; and (d)~~(c)~~ the Information Manager must not release or disclose the Market Information under dispute while the dispute is being determined.	10.4.25	The suggested change has not been made because it is unnecessary. Under clause 10.5.4, the Coordinator is required to conduct reasonable consultation with the each relevant Information Stakeholder as part of the dispute resolution process, so an Information Stakeholder will be informed of any disputes raised under clause 10.4.22 (previously 10.4.24).

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81	Alinta Energy	ED2 Part 3	The effect of this clause is that the Coordinator could determine a dispute to which it may be a party to. Given this, Alinta Energy requests that EPWA consider how this conflict of interest could be managed.	10.4.25(b)	The Coordinator is expected to only very rarely determine a dispute to which it is a party, e.g. because of the limited types of Market Information for which it will be the Information Manager. However, the Coordinator intends that any such disputes will be resolved by a team within Energy Policy WA which is not involved in the management or proposed use of the information, This approach will be included in the WEM Procedure for the dispute resolution process that is required to be developed under clause 10.5.2.
82	Synergy	ED2 Part 3	This clause seems to be in the wrong place, the clauses above this are in relation to "a party" disputing whereas this clause is in relation to the Information Provider disputing. Is this clause better placed as being numbered as clause 10.4.22A such that it will be below clause 10.4.22?	10.4.26	The relevant clauses could be ordered in several different ways, given that some of the clauses relate both to disputes lodged by an Information Stakeholder and disputes raised by the requesting party. Under the revised drafting: • clause 10.4.21 covers the process for an Information Stakeholder to lodge a dispute; • clause 10.4.22 covers the process for a requesting party to lodge a dispute: • clause 10.4.23 covers the requirements for a notice of dispute, which apply both for disputes raised by an Information Stakeholder and disputes raised by a requesting party; • clause 10.4.24 covers the required actions when no Information Stakeholder lodges a dispute (note that no further action is required if a rejected requesting party fails to lodge a dispute); and

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					• clause 10.4.25 covers the actions required if either an Information Stakeholder or a requesting party lodges a dispute.
83	Alinta Energy	ED2 Part 3	Depending on the outcome of the above, Alinta Energy considers that clause 10.5.2 could be modified as follows: The Coordinator must document in a WEM Procedure the process for resolving a dispute, including how it will deal with any conflicts associated with a dispute where the coordinator is a party to that dispute.	10.5.2	See the response to issue 81 – while the requirement has not been explicitly included in clause 10.5.2, the Coordinator intends to explain in the WEM Procedure how any such conflicts will be dealt with.
84	Western Power	ED2 Part 1	Western Power has contributed to the Generator Performance Standard amendments and supports the corrections and improved clarity the changes will provide.	3A	Noted.
85	Collgar Wind Farm	ED2 Part 1	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.4.4	Western Power and AEMO acknowledge that Market Participants see value in being part of the consultation process for GPS guidelines. While Western Power and AEMO have always considered that feedback provided by Market Participants after the publication of guidelines is valuable and is able to be incorporated into subsequent guideline releases, a formal public consultation period of 15 days for clauses 3A.1.5, 3A.4.4 and 3A.13.2 will be introduced in response to this feedback. This level of consultation is considered to be sufficient for these guideline and will be introduced via a new clause 3A.1.6 and will commence on 1 February 2023.
86	Shell	ED2 Part 1	Consider amending this clause to require Western Power to undertake consultation with Market Participants on the development and amendment of the Generator Performance Standards (GPS) Guideline.	3A.4.4	See the response to issue 85.

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87	Synergy	ED2 Part 1	Synergy notes that the Explanatory Note underneath the heading "3A.13 Potential Relevant Generator Modifications" states that the bottom of clause 3A.13.1 has been moved to clause 3A.12.2, however the change to clause 3A.12.2 has not been made in the Tranche 6B Rules.	3A.13.1 and 3A.12.2	The explanatory note contains a typographical error - the reference to clause 3A.12.2 is intended to be a reference to clause 3A.13.2. The explanatory note has been updated in the final draft.
88	Collgar Wind Farm	ED2 Part 1	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. It is 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.	3A.13.2	Re Market Participant consultation, see the response to issue 85. The Guideline developed in accordance with clause 3A.13.2 may not always be able to give definitive examples of cases where a Potential Relevant Generator Modification will not be declared to be a Relevant Generator Modification, noting that the unique nature of many Potential Relevant Generator Modifications will still require consultation between the Network Operator and AEMO as per clause 3A.13.5. Nonetheless, the Relevant Generator Modification Guideline can be expanded to give clear examples of definitive cases where a Potential Relevant Generator Modification will not be declared to be a Relevant Generator Modification and also examples and guidance for cases where a Potential Relevant Generator Modification may not be declared to be a Relevant Generator Modification (and therefore will require additional case specific consultation). To reflect this, clause 3A.13.2 has been amended to change "may not be" to "will not be or may not be" to reflect that the 3A.13.2 guideline must capture examples of both. Equivalent changes have been made to clauses 3A.13.2(b) and 3A.13.2(c).

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89	Shell	ED2 Part 1	We request that this clause be amended to require Western Power to consult with Market Participants (not just AEMO) on the preparation and amendment of the GPS Guideline. In addition, the wording of subclause (b) is as follows: *"circumstances and situations in which the replacement of equipment where the characteristics, performance or capacity of the Transmission Connected Generating System remain unchanged may not be declared a Relevant Generator Modification"* The use of the word 'may' in the above subclause provides Western Power with more discretion than necessary which creates uncertainty for Market Participants. As per the policy endorsed by the Energy Transformation Taskforce in relation to Potential Relevant Generator Modifications, there are many modifications that are not captured. As such, examples of modifications that 'may' be considered, should be excluded from the Guideline and therefore an amendment to this wording is appropriate.	3A.13.2	See the response to issue 88.
90	Collgar Wind Farm	ED2 Part 1	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.	Appendix 12	See the response to issue 85.
91	Western Power	ED2 Part 1	Western Power has contributed to the Generator Performance Standard amendments and supports the corrections and improved clarity the changes will provide.	Appendix 12	Noted
92	Synergy	ED2 Part 1	Synergy notes that several changes are proposed in Appendix 12 that will result in changes to the GPS Template. Existing generators are still working through approval processes for the GPS which may require Market Participants to resubmit GPS information to Western Power. Synergy suggests that the proposed changes to the template	Appendix 12	A GPS submission must be produced using a single GPS Template, noting that a GPS Registration must be made against Technical Requirements consistent with the WEM Rules in effect at the time of registration. Completing a GPS Registration by using an earlier version of the template

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			are not applied to existing generators while negotiations are still underway. If the additional information requirements are applied to existing generators, Synergy suggests that existing generators should be able to provide information in relation to the proposed changes via an addendum rather than updating its documentation to the new template, noting that the placement of the new items does not allow for a straight "copy and paste" solution and requires items to entered line by line. Synergy notes that the changes to the templates and increasing information requirements add time to the process for GPS approval. Further, Synergy would like to understand if Western Power will continue working through the approvals for existing generators GPS or whether they will halt the process given that a new template will be released.		with amendments made to align with a later version of the WEM Rules is not considered to be consistent with this approach. However, acknowledging that a Market Participant near to completion of their GPS Registration being asked to change GPS Template version while finalising GPS negotiations may not be productive, Western Power and AEMO have proposed an amnesty period of 3 months from the commencement of Tranche 6, where either the current version of the template (version 4.0) or the new version that will be released in accordance with the commencement of Tranche 6 will be accepted for the registration of an Existing Transmission Connected Generating System. Without exception, GPS submissions registered more than 3 months after the commencement of Tranche 6 will be required to use the new GPS Template. Based on a review of current dates by which Market Participants are expected to have Registered Generator Performance Standards for each Technical Requirement (as per clause 1.39.2), the first 3 months after the anticipated commencement of proposed Tranche 6 should see 70% of GPS registrations finalised, therefore a 3 month concession period is considered to be a reasonable timeframe that will generally benefit Market Participants. Submissions scheduled after this date, or any Market Participants currently expecting to register in this period but who subsequently extend their proposed registration date will be required to use the new template, but are

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					also deemed to have sufficient time to accommodate any additional administrative work associated with the transition. New Transmission Connected Generating Systems will continue to be required to use the most recent version of the template in effect at the time of registration. This concession will not be published in the WEM Rules as the GPS Template is not a document specifically referenced in the Rules. Western Power will publish further details of this concession closer to the commencement of the Tranche 6 changes. Furthermore, Western Power has advised that it does not consider that halting the assessment of GPS Submissions for Existing Transmission Connected Generating Systems is required. If a Market Participant reasonably requires more time to adjust their GPS Submission due to Tranche 6 amendments, the usual GPS extension process is deemed fit for purpose (ref WEM Rules clause 1.39.4).
93	Synergy	ED2 Part 1	For the defined term "Generator Performance Chart", Synergy would like clarity as to how long a period is meant by "continuously" in relation to requirement "The chart shows the Reactive Power capability continuously achievable, subject to energy source availability …", and notes that the required time (depending on what is meant by "continuously") may be too long and inconsistent with the Technical Rules.	Appendix 12: A12.1	Western Power and AEMO do not consider that assessments relating to a Generating System's Reactive Power Capability materially differ from how they were performed under the Technical Rules, although it is also acknowledged that the Technical Rules did not specifically use the word "continuously" in requirements. As per the intent of the Technical Rules, the use of the words "continuously achievable" is intended to mean 'achieved while in operation'. The definition has been amended to add further clarity to this requirement.

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94	Synergy	ED2 Part 1	For the defined term "Maximum Continuous Current", Synergy notes that by providing options of either the "relevant Australian or ISO Standard for …" does not make it clear as to which of these standards is being used to determine the value and may unintentionally create issues with different views and opinions as to what standard should be used.	Appendix 12: A12.1	This "relevant standard" language has been kept intentionally general, noting that there may be a range of standards that apply depending on technology types. As per explanatory note for this proposed amendment, the intent is to make it clear which standards will apply in the accompanying guideline produced in accordance with clause 3A.4.4. For clarity, the clause has been amended to explicitly state that guidelines must clarify which clause is relevant. It's also been noted that the clause should specifically state "Australian Standard or ISO Standard". Furthermore, it is noted that the use of this "relevant standard" language occurs four times in Appendix 12 (specifically, in this A12.1 definition as well as in A12.4.2.10, A12.4.3.6 and A12.9.2.8). All of these references have been updated.
95	Synergy	ED2 Part 1	Synergy notes that the chart referred to in this section is usually provided by the manufacturer and that some units (older units in particular) may not have full data sets available. Synergy suggests that the requirement for this information is waived for existing generators if the information cannot be easily provided.	Appendix 12: A12.3.1	Market Participants responsible for an Existing Transmission Connected Generating System should endeavour to provide a Generator Performance Chart. If this is not available, Market Participants should consider that they may be able to provide a Proposed Alternative Standard in accordance with clause 1.40.6, this may include a Generator Condition (Trigger Event).
96	Oscar Carlberg	ED2 Part 1 TDOWG 44	I understand that the temperature reference that's normally used in the Technical Rules is around 42 degrees. I was wondering whether you anticipate that AEMO or Western Power would set a temperature level higher than that? I guess where I'm coming from is that I understand that there are generators who are limited in what data they can provide	Appendix 12	Maximum Temperatures specified in new guidelines produced in accordance with clause 3A.1.5 will be produced by AEMO based on up to date weather data. This guideline will also show how data is

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			at certain temperatures, either because, the OEM hasn't given them or doesn't have that info or they haven't been able to observe that performance at that temperature. So I'm perceiving a potential risk that if that maximum temperature is set quite high and generators don't have data at that temperature then could they be prevented from operating at that high temperature?		determined and will be subject to Network Operator and public consultation. Temperature dependant capability data relating to individual Facilities is required for safe operation of the network. Generators must be able to demonstrate that they can safely dispatch at all relevant temperatures. New Transmission Connected Generating Systems must seek to obtain temperature data supplied by their OEM. Existing Transmission Connected Generating Systems must be able to operate safely at temperatures up to the maximum temperature determined under the Access Standard or Reference Standard (typically the Technical Rules or equivalent) that were applicable when they connected. An Existing Transmission Connected Generating System may also be able to negotiate a Proposed Alternative Standard in accordance with section 1.40 but must still be able to demonstrate that they can safely dispatch at the alternative temperature conditions being proposed. Note also that existing Facilities that are certified for Reserve Capacity already have obligations under the current Market Rules to provide temperature de-rate information up to 45 degrees.
97	Alinta Energy	ED2 Part 1	Alinta Energy notes that the proposed obligation for participants to meet all "Technical Requirements" at the maximum ambient temperature appears to impose a broader and potentially less workable requirement than the Technical Rules. Under the Technical Rules, only the "Reactive Power Capability" and "Response to Disturbances" requirements are required to be met at the maximum ambient temperature,	Appendix 12: A12.2.3.4	While not explicitly stated in all areas of the Technical Rules, the intent has always been that a generator can perform all functions at ambient temperatures at its location Note that if a new Transmission Connected Generating System cannot meet all Technical Requirements under all

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			while "Design Data" is only required to be specified at the maximum ambient temperature "where applicable and unless requested otherwise". Alinta Energy is concerned to the extent that this proposed requirement could: • increase the data and testing requirements for all Technical Requirements to demonstrate compliance. • cause confusion about which Technical Requirements are temperature dependent and require testing/data to demonstrate compliance, and where this is not relevant. • necessitate participants re-evaluate all Technical Requirements where the maximum ambient temperature is reformed per 3A.1.5, imposing a significant regulatory burden. • be infeasible where limited OEM and testing data is available to demonstrate compliance, especially for existing generators. As an aside, Alinta Energy also considers that this requirement appears miscategorised, noting that despite A12.2.3.4 being listed in Appendix 12 as if it were a discrete Technical Requirement relating to "Active Power Compatibility", it imposes an obligation to comply with all relevant Technical Requirements in Appendix 12. To avoid these issues, Alinta Energy recommends that EPWA, AEMO and Western Power consider amendments so that: 1) Obligations to meet Technical Requirements at the maximum ambient temperature are only imposed where relevant and outlined within the relevant section of A12. 2) The rules retain the flexibility for participants to request not to provide data at the maximum ambient temperature where this is not feasible or applicable (including in the proposed amendments to A12.3-A12.10), including for existing generators after the maximum ambient temperature is reformed.		conditions, where appropriate, negotiation is possible in accordance with section 3A.5 to allow a differing level of performance within the acceptable Ideal - Minimum band of performance. As per WEM Rules section 1.40, Existing Transmission Connected Generating Systems may register a using a maximum temperature in accordance with the Access Standard or Reference Standard that applied at the time of connection, or alternatively may nominate to submit a Proposed Alternative Standard to reflect the true capability of a Facility as per section 1.40. This may include a Generator Condition (Trigger Event). The Technical Requirement guidelines produced in accordance with clause 3A.4.4 will manage the risk of any potential confusion by including guidance on how temperature data is used during the assessment process.

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98	Alinta Energy	ED2 Part 1	Alinta Energy is concerned that A12.2.3.6 may unnecessarily require a generator to limit their output where they have been unable to source data temperature data up to the maximum ambient temperature. Alinta Energy also questions whether there is a need to impose an explicit requirement on participants not to operate their plant at certain levels under certain temperatures, noting: • the potential difficulty of monitoring this, given how transient a breach could be and the variability of output and temperature. • that generators already have extremely strong incentives to avoid exceeding safe output levels during high temperatures as this may damage equipment or cause the facility to trip. • that operating outside safe operating ranges during high temperatures will likely lead to other GPS or dispatch compliance breaches. To avoid these potential issues, Alinta Energy suggests that A12.2.3.6 either be: • removed, or • based on 'best endeavours' and permit a generator to negotiate a temperature up to which they may operate (potentially as a negotiated GPS) to operate if they were unable to source all the relevant Temperature Dependence Data required by A12.	Appendix 12: A12.2.3.6	Safe dispatch of a Generating System requires an understanding of a Generating System's performance under differing ambient temperatures. As identified in this feedback, Market Participants also have their own drivers to understand how a Generating System will perform under differing temperature levels. New Transmission Connected Generating Systems must obtain OEM data to assist in the completion of the GPS Registration for their new Facility. Existing Transmission Connected Generating Systems may nominate to submit a Proposed Alternative Standard to reflect the true capability of a Facility as per section 1.40, noting that this registration process may also need to consider each Generating System's ability to operate safely at ambient temperature ranges. A Proposed Alternative Standard may include a Generator Condition (Trigger Event).
99	Alinta Energy	n/a	**Market Suspension and Administered Pricing – proposed policy position:** Alinta Energy considers that significant learnings can be made from the recent East Coast market suspension to ensure that the WEM market suspension and administered pricing mechanism is robust and durable. Alinta Energy is concerned that the administered pricing proposal may not allow market generators to cover the costs	Sections 7.11D and 7.11.E.	The circumstances of the recent East Coast market suspension and the administered pricing mechanisms used during that period are materially different to the circumstances and mechanisms that would reasonably be expected to apply in the WEM. In the event that a major SWIS event has occurred, such as a system wide shutdown, AEMO would suspend the Real-Time Market

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			to supply and could, in the event of a longer-term suspension, lead to a market participant failure. Given this, Alinta Energy strongly recommends that EPWA consider adding a compensation mechanism into the WEM Rules to ensure that generators can cover their costs to supply in the event that market suspension administered pricing applies. EPWA could model this off one of two NEM compensation frameworks (one administered by the AEMC and the other by AEMO): **AEMC Administered Pricing compensation:** • Clause 3.14.6 of the NER and the AEMC compensation guidelines set out a process for eligible market participants to claim compensation for any losses during an administered pricing period. • Parties eligible to make a claim can claim compensation if they supplied energy or other services during an administered pricing period and incurred a net loss. That is, their direct and/or opportunity costs exceeded their total revenue from the spot market over an entire "eligibility period" (the period from the first trading interval of a trading day where the spot price is set by the administered price cap, until the end of that trading day). • Opportunity cost is the value of the best alternative opportunity for eligible participants during the application of a price limit event or at a later point in time. • The AEMC APC compensation guidelines set out how participants can make a claim for compensation for direct costs and opportunity costs. • Compensation claims under this framework are initiated by eligible participants via a notice of intent to claim with the AEMC within five days of the event. **AEMO Market Suspension compensation:** • AEMO is required to pay compensation to eligible Market Suspension Compensation Claimants (scheduled generators (including semi-scheduled generators) and		and Central Dispatch Process, and for the duration of the suspension the Market Clearing Price for energy would be set to the Alternative Maximum STEM Price. The administered prices described in new clauses 7.11E.3 to 7.11E.5 will only apply in the circumstances contemplated in clause 7.11D.1(c), e.g. in the event of a major failure of AEMO's IT systems or the loss of communications or control systems required to maintain Power System Security.

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			demand response service providers) who provide energy or ancillary services in trading intervals when market suspension pricing applies, where those prices are not sufficient to cover their benchmarked (or actual) costs. Compensation is be calculated as per NER clauses 3.14.5A(d) and 3.14.5B. • Compensation under the Market Suspension frameworks follows the AEMO intervention settlements timetable whereby base costs are settled using the market settlement compensation formula. Following AEMO's notification of this settlement outcome, participants can claim for additional compensation (by written submission) within 15 Business Days. Alinta Energy would be happy to share any learnings from the recent NEM events to assist with the development of this regime.		
100	Alinta Energy	n/a	Alinta Energy is concerned that there may be further implications from a market suspension haven't been considered, for example, whether there are implications for outage and compliance reporting requirements and certification if participants are directed to limit their output or cannot offer their capacity to market.	New – impacts of a market suspension on reserve capacity certification	See the response to issue 99.
101	Alinta Energy	n/a	To avoid ambiguity the term "system shutdown" should be replaced with "system black" and defined in the WEM Rules. For reference, the NER defines a black system as an absence of voltage on the transmission system affecting a significant number of customers. AEMO generally considers a significant number of customers to be affected if the voltage collapse results in the loss of 60% of forecast customer load in a NEM region. Similarly, "major supply disruption" should be defined in the WEM Rules and be linked to a specific outcome which justifies a market suspension. The Varanus Island supply disruption could reasonably be expected to be a "major supply disruption". However, it would not have seemed	Rule 1 (as presented at TDOWG 44)	The clause descriptors "system shutdown" and "major supply disruptions" encompass a range of situations likely to necessitate suspension of the market, including a full system black or disruption of supply (fuel issues, loss of power to a region or the SWIS). This provides adequate guidance for AEMO to understand when it should suspend the market, without unnecessarily restricting its ability to do so.

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			appropriate to suspend the Real-Time Market for the three or more months that it persisted.		
102	Alinta Energy	n/a	Alinta Energy considers that this rule should be amended to specifically state that AEMO can resume the spot market when none of the three conditions apply and AEMO is satisfied that there is minimal possibility of suspending the market within the next 24 hours due to the same cause. Further, similar to the NEM processes Alinta Energy considers that AEMO should provide a minimum two hours' notice before resuming the spot market after a black system or Ministerial direction to allow an orderly transition to normal pricing, or a minimum 30 minutes' notice if the market is suspended due to a failure of AEMO's central dispatch process.	Rule 2 (as presented at TDOWG 44)	The revised drafting of these rules in section 7.11D now includes a head of power for AEMO to describe the process, in a WEM Procedure, to lift any suspension of the Real-Time Market. AEMO will be required to develop and describe a framework for lifting a suspension in the WEM Procedure which it will consult on. In regards to the minimum notice period, the rules have been updated in clause 7.11D.4 to require AEMO to provide a two-hour notice period when lifting a suspension of the Real-Time Market.

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