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| **MODIFICATION PROPOSAL FORM** |
| **Proposer** | **Date of receipt** | **Type of Proposal** | **Modification Proposal ID** |
| **SEMO** | **11 September 2012** | **Standard**  | **Mod\_20\_12** |
| **Contact Details for Modification Proposal Originator** |
| **Name** | **Telephone number** | **Email address** |
| **Mary Doyle** | **01 23 70297** | **Mary.doyle@sem-o.com** |
| **Modification Proposal Title** |
| **Timelines in relation to the scheduling of Ad Hoc Resettlement following an upheld Query** |
| **Documents affected** | **Section(s) Affected** | **Version number of T&SC or AP used in Drafting** |
| **Agreed Procedure 13** | **AP 13: Sections 2.2.3, 2.2.4, 3.2.** | **V11.0** |
| **Explanation of Proposed Change***(mandatory by originator)* |
| In raising this Modification, SEMO is seeking to improve the approach taken in relation to the management of ad hoc resettlement as a result of upheld formal queries.Agreed Procedure 13 stipulates that in the event of an upheld formal Query being deemed to have High Materiality or occurring post M+13 timetabled resettlement, the MO must complete such ad hoc re-settlement within 20 Working Days of receipt of revised external data. In the event that ad hoc resettlement is required for a period greater than two Billing Periods for Energy or one billing month for Capacity, SEMO is looking to modify Agreed Procedure 13 to allow consultation with Market Participants in proposing a suitable timeline for completion of such ad hoc resettlement.Large volumes of resettlement to be completed within tight timelines has, not only an impact on Market Operator resources, but Market Participants resources and systems. This is due to the amount of data being prepared, published and managed such as statements, reports, invoicing and associated payments which would be in addition to data already schedule as part of timetabled Settlement, M+4 and M+13 Re-Settlement.SEMO is also proposing the inclusion of the schedule of ad hoc resettlement as part of the Settlement Calendar updates. |
| **Legal Drafting Change***(Clearly show proposed code change using* ***tracked*** *changes, if proposer fails to identify changes, please indicate best estimate of potential changes)* |

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| 2.2.3 Determinations of Settlement Query MaterialityChanges to Settlement resulting from the resolution by the Market Operator of a Settlement Query will be placed into one of the two following categories:1. Change to Settlement Item with Low Materiality, i.e. Settlement change estimated to be under €50,000
2. Change to Settlement Item with High Materiality, i.e. Settlement change estimated to be equal to or over €50,000

The Market Operator may utilise reasonable manual methods to determine the materiality of any changes to Settlement Items, using information and data provided manually from Participants, System Operators, Interconnector Administrator and/or Meter Data Providers. The Market Operator shall inform the Raising Party and the Affected Participant(s) (if any) of the determination and of an estimate of the materiality within the timescales specified in section 2.2.2. If the Raising Party disagrees with the determination and/or the estimate of materiality then it may dispute this finding within five Working Days of being informed and may raise a Settlement Dispute in accordance with Agreed Procedure 14 “Disputes”.* + 1. Corrective Actions

, unless such Settlement Rerun is required for a period greater than two Billing Periods for Energy or one billing month for Capacity. In such circumstances SEMO will consult with Market Participants to determine a suitable timeline for completion of such Settlement Reruns and issue a relevant update to the Settlement Calendar re same. Where the resolution of a Settlement Query requires a Settlement Rerun and an issue of an Invoice or Self-Billing Invoice, such Settlement Rerun will only be carried out in relation to the Settlement Day(s) that are the subject of the Settlement Query and within the scope of the Invoice or Self-Billing Invoice as appropriate. The result of that Settlement Rerun will be applied to all Participants.In the event that the Raising Party is not satisfied with the Market Operator’s determination of a Settlement Query, the Raising Party may raise a Settlement Dispute under Agreed Procedure 14 “Disputes” within 5 Working Days of receipt of the Market Operator’s determination.3.2 Settlement Query

| **#** | **Procedural Step** | **Timing** | **Mechanism** | **By / From** | **To** | **Linkage** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Raise Settlement Query (see form in Appendix 2) | Prior to last Timetabled Settlement Rerun + 5 WD | Email / Fax / registered overnight mail | Raising Party | Market Operator |  |
| 2 | Log Settlement Query in accordance with Agreed Procedure 11 “Market System Operation, Testing, Upgrading and Support”. Validate Settlement Query for completeness and from authorised person as set out in Appendix 3* If valid continue from step 5
* If invalid continue from step 3
 | Within 1 WD |  | Market Operator |  |  |
| 3 | Close log in accordance with Agreed Procedure 11 “Market System Operation, Testing, Upgrading and Support” and inform Raising Party of reasons for invalidity  | Immediately | Email / Fax / registered overnight mail | Market Operator | Raising Party |  |
| 4 | Review invalidity reasons* Correct and resubmit – Continue from step 1
* Do not resubmit – and continue from step 30
 |  |  | Market Operator |  |  |
| 5 | Inform Raising Party of completeness of Settlement QueryContinue from step 6  | Immediately | Email / Fax / registered overnight mail | Market Operator | Raising Party |  |
| 6 | Establish whose data is being queried* If it is a Meter Data Provider, a System Operator or the Interconnector Administrator (an External Data Provider) continue from step 14
* If it is another Participant’s data (The Affected Participant(s)) continue from step 7
* If it is regarding the calculation of a data item continue from step 13
* If the Raising Party is an External Data Provider continue from Step 13
 | Within 1 WD of receiving the Settlement Query |  | Market Operator |  |  |
| 7 | Inform the Affected Participant(s) of the Settlement Query requesting its comment on the validity | Within 1 WD of receiving the Settlement Query  | Email / Fax / registered overnight mail | Market Operator  | Affected Participant(s) |  |
| 8 | Process Settlement Query requestIf Query can be processed within requested timescales continue from step 12 otherwise continue from step 9 | Within timescales specified by the MO | Email / Fax / registered overnight mail | Affected Participant(s)  |  |  |
| 9 | Notify inability to process Settlement Query request | Within timescales specified by the MO |  | Affected Participant(s) | Market Operator |  |
| 10 | If Market Operator can make a determination without the Affected Participant information continue from step 13 otherwise continue from step 11 | Within timescales agreed with Raising Party | Email / Fax / registered overnight mail | Market Operator |  |  |
| 11 | Raise a Settlement Dispute in accordance with Agreed Procedure 14 “Disputes” because of inability to make determination within required timescales.Continue from step 30 | After lapse of timescales agreed with Raising Party | In accordance with Agreed Procedure 14 “Disputes”  |  |  |  |
| 12 | Provide comments to Market Operator | Within 15 WD of receipt from MO | Email / Fax / registered overnight mail | Affected Participant(s)  | Market Operator |  |
| 13 | Make a determination on the Settlement Query, including estimation of Materiality of any change to Settlement Items taking into account any comments from the Affected Participant(s). If determination can be made within the timescales agreed with the Raising Party continue from step 18 otherwise continue from Step 11If Raising Party is an External Data Provider continue from step 17 | Within timescales agreed with Raising Party |  | Market Operator | - |  |
| 14 | Send Settlement Query to External Data Provider. Note that the Market Operator may request a manual communication of the estimation of the change to data items which are being queried, or may request a full formal update of all data from the External Data Provider over Communication Channel Type 2 or Type 3. | Within 1 WD of receiving the Settlement Query | Email / Fax / registered overnight mail | Market Operator | External Data Provider |  |
| 15 | Process Settlement Query requestIf Query can be processed within requested timescales continue from step 17 otherwise continue from step 16 | Within timescales specified by MO | Email / Fax / registered overnight mail | External Data Provider  | - |  |
| 16 | Notify inability to process Settlement Query requestContinue from step 11 | Within timescales specified by MO | Email / Fax / registered overnight mail | External Data Provider | Market Operator |  |
| 17 | Process the Settlement Query. Inform Market Operator of findings and potentially reissue any corrected data | Within timescales specified by MO |  Email / Fax / registered overnight mail (notification of determination)Communication Channel (revised data) | External Data Provider | Market Operator | Potentially AP16 (for ad hoc Meter Data file send) |
| 18 | If Market Operator completes the examination of the Settlement Query within timeframe, inform the Raising Party and the Affected Participant(s) of the Market Operator’s determination, including any estimate of Materiality and the method of estimating that Materiality. Go to step 22If not, go to step 19 | Within one Month | Email / Fax / registered overnight mail | Market Operator | Affected Participant(s)Raising Party |  |
| 19 | Market Operator requests more time (up to 10 Working Days) from the Raising Party to resolve the Settlement Query | Within one Working Day of known non-completion of Settlement Query by Market Operator | Email / Fax / registered overnight mail | Market Operator | Affected Participant(s)Raising Party |  |
| 20 | Respond to request from Market Operator | Within 1WD | Email / Fax / registered overnight mail | Raising Party | Market Operator |  |
| 21 | Notify Affected Party/External Data Provider of any changes to agreed timeline | Within 1 WD | Email / Fax / registered overnight mail | Market Operator | Affected Party/External Data Provider |  |
| 22 | Inform the Raising Party and the Affected Participant(s) of the Market Operator’s determination, including any estimate of Materiality and the method of estimating that Materiality | Within timescales agreed with Raising Party | Email / Fax / registered overnight mail | Market Operator | Affected Participant(s)Raising Party |  |
| 23 | Receive and review the determination* If not disputing the determination – do nothing and continue from Step 25
* If disputing with the determination continue from Step 24
 | Within 5WD of receipt of determination | - | Raising Party | - |  |
| 24 | Raise a Settlement Dispute under Agreed Procedure 14 “Disputes” and inform the Market Operator and continue from Step 30 | Within 5WD of receipt of determination | In accordance with Agreed Procedure 14 “Disputes”  | Raising Party | Market Operator |  |
| 25 | If the Materiality is High or it is after the last Timetabled Settlement Rerun then continue from step 26 otherwise continue from step 29  |  | - | Market Operator | - |  |
| 26 | Inform External Data Provider of determination and Send a further External Data Provider Notification Form (see Appendix 2) to the External Data Provider if there are further data requirements.  | Within 1 WD of determination  | Email / Fax / registered overnight mail  | Market Operator | External Data Provider | AP16 (for ad hoc Meter Data file send) |
| 27 | Provide revised data.  | Within 10 WD of notification  | - | External Data Providers  | - Market Operator |  |
| 28 | Schedule a dedicated Settlement Rerun and continue from step 30 | Within agreed Settlement Rerun Timelines as agreed between MO and Market Participants | Various | Market Operator |  | AP15 (for Settlement Rerun) |
| 29 | Ensure revised data is used in next Timetabled Settlement Rerun Statement (including where necessary the recalculation of SMP and MSQs). | Prior to next Timetabled Settlement Rerun |  | Market Operator |  |  |
| 30 | End process |  |  |  |  |  |

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| **Modification Proposal Justification***(Clearly state the reason for the Modification)* |
| The Modification is being raised to facilitate the MO and Market Participants agreeing a suitable timetable for any ad hoc resettlement directly as a result of upheld formal Queries. By spreading publishing and invoicing across a period over 20 Workings Days, if required, it will allow all parties to effectively manage, monitor and deal with increased volumes of information more efficiently. |
| **Code Objectives Furthered***(State the Code Objectives the Proposal furthers, see Section 1.3 of T&SC for Code Objectives)* |
| The Modification furthers Code Objective 1.3.2 "to facilitate the efficient operation and administration of the Single Electricity Market." |
| **Implication of not implementing the Modification Proposal***(State the possible outcomes should the Modification Proposal not be implemented)* |
| If this Modification is not implemented, and were such considerable volume of resettlement is required, it would not be feasible for the MO to complete within the required 20 Working Days without being in breach of the Agreed Procedure 13 as it currently stands. |
| **Working Group***(State if Working Group considered necessary to develop proposal)* | **Impacts***(Indicate the impacts on systems, resources, processes and/or procedures)* |
| Not required | No system impacts, process change.  |
| ***Please return this form to Secretariat by email to*** ***modifications@sem-o.com*** |

**Notes on completing Modification Proposal Form:**

1. **If a person submits a Modification Proposal on behalf of another person, that person who proposes the material of the change should be identified on the Modification Proposal Form as the Modification Proposal Originator.**
2. **Any person raising a Modification Proposal shall ensure that their proposal is clear and substantiated with the appropriate detail including the way in which it furthers the Code Objectives to enable it to be fully considered by the Modifications Committee.**
3. **Each Modification Proposal will include a draft text of the proposed Modification to the Code unless, if raising a Provisional Modification Proposal whereby legal drafting text is not imperative.**
4. **For the purposes of this Modification Proposal Form, the following terms shall have the following meanings:**

**Agreed Procedure(s): means the detailed procedures to be followed by Parties in performing their obligations and functions under the Code as listed in Appendix D “List of Agreed Procedures”.**

**T&SC / Code: means the Trading and Settlement Code for the Single Electricity Market**

**Modification Proposal: means the proposal to modify the Code as set out in the attached form**

**Derivative Work: means any text or work which incorporates or contains all or part of the Modification Proposal or any adaptation, abridgement, expansion or other modification of the Modification Proposal**

**The terms “Market Operator”, “Modifications Committee” and “Regulatory Authorities” shall have the meanings assigned to those terms in the Code.**

**In consideration for the right to submit, and have the Modification Proposal assessed in accordance with the terms of Section 2 of the Code (and Agreed Procedure 12), which I have read and understand, I agree as follows:**

**1. I hereby grant a worldwide, perpetual, royalty-free, non-exclusive licence:**

* 1. **to the Market Operator and the Regulatory Authorities to publish and/or distribute the Modification Proposal for free and unrestricted access;**
	2. **to the Regulatory Authorities, the Modifications Committee and each member of the Modifications Committee to amend, adapt, combine, abridge, expand or otherwise modify the Modification Proposal at their sole discretion for the purpose of developing the Modification Proposal in accordance with the Code;**
	3. **to the Market Operator and the Regulatory Authorities to incorporate the Modification Proposal into the Code;**

**1.4 to all Parties to the Code and the Regulatory Authorities to use, reproduce and distribute the Modification Proposal, whether as part of the Code or otherwise, for any purpose arising out of or in connection with the Code.**

**2. The licences set out in clause 1 shall equally apply to any Derivative Works.**

**3. I hereby waive in favour of the Parties to the Code and the Regulatory Authorities any and all moral rights I may have arising out of or in connection with the Modification Proposal or any Derivative Works.**

**4. I hereby warrant that, except where expressly indicated otherwise, I am the owner of the copyright and any other intellectual property and proprietary rights in the Modification Proposal and, where not the owner, I have the requisite permissions to grant the rights set out in this form.**

**5. I hereby acknowledge that the Modification Proposal may be rejected by the Modifications Committee and/or the Regulatory Authorities and that there is no guarantee that my Modification Proposal will be incorporated into the Code.**