

Tuas Power Ltd Comments and Feedback On:	
1.	<p><u>Licensing Regime</u></p> <p>Amended 6(b)</p> <p>As drafted, there is no cap on the daily penalty. There should be a total sum cap as it may take time to rectify the breach beyond offender’s control.</p>
3	<p><u>Power to Obtain Information</u></p> <p>New 4(1A)</p> <p>EMA should be obliged to state the purpose for which it is seeking the information, which should be directly relevant to the function of EMA. In addition, the power to require a person to furnish document or information should be limited to existing officers or employees.</p> <p>New 4(5A)</p> <p>Any person required under subsection (1) to furnish documents and information relating to any matter could in the process of providing, incur financial expenses. EMA should bear the costs for the provision of such documents.</p> <p>Furthermore, EMA shall be bound to keep any document/information furnished to it confidential.</p> <p>Amended 5(4)(b)</p> <p>We note that the existing provision requirement of confidentiality has been removed, which we do not agree with. All documents/information disclosed to agent, etc has to be kept confidential by the recipients due to the commercially sensitive nature of information which may be involved.</p>
4	<p><u>Improvement to Penalty Structure</u></p> <p>Amended 14</p> <p>We are unclear on the purpose of adding “(including a direction referred to in (a)” as this would seem to imply that if licensee is likely to contravene any direction of EMA (which EMA has yet to issue?), then EMA may direct licensee to do such thing in that direction. Please clarify.</p> <p>We wish to comment that basing the financial penalty to an amount not exceeding 10% of annual turnover is excessive. Turnover is much higher than profit from which offender’s ability to pay derives. Under the circumstances, we suggest that the penalty be revised to 10% of net profit after tax.</p>
5	<p><u>Ambit of Market Rules</u></p>

	Tuas Power Ltd Comments and Feedback On:
	<p>Amended 46(2)/(3)</p> <p>We do not agree with the proposed provision which is too wide. Furthermore, the spirit of instituting a rule change panel is challenged with this amendment.</p> <p>Amended/New 49(1)/(3)</p> <p>Query whether the market company and market support services licensee will bear the financial penalties themselves – penalties should not be passed on to consumers or gencos.</p>
6	<p><u>Revised Appeal Process</u></p> <p>New 64(4)/(5)</p> <p>The Appeal Panel should comprise of at least 2 experts, of whom one (or more) should be nominated by the appellant to ensure fairness, not just one or more experts.</p> <p>Amended 98(1)</p> <p>We propose that the period of lodgement of appeal be extended to 30 days as 14 days is too short. Grounds of appeal should be submitted within a reasonable time especially where the matter is complicated and would involved external consultants. Similarly we propose that the period of lodgement be extended to 30 days for section 64(2).</p>
7	<p><u>Terms for Generation Companies to Supply Electricity</u></p> <p>New 31A</p> <p>We do not agree to the proposed provision. It is extremely wide and open to abuse as it allows the transmission licensee or its agent to do any works on genco premises, including on the genco equipment, on its own terms in disregard of existing contracts. Gencos exist to generate and sell electricity. To do so, gencos require electricity to be exported through the grid. The equipment to perform the function to lift power from the genco's equipment have been provided for at gencos cost. If the transmission licensee requires access to the premises to carry out his business activities to develop and expand the grid he must do so with the consent of the genco. As the owner of the premise, the genco must have the right to evaluate the merit of the proposal considering, amongst other things, the additional risks and costs.</p> <p>We wish to highlight that pursuant to the opening of the new electricity market, the gencos have, after protracted negotiations, signed the connection agreement with the transmission licensee. The proposed provision would potentially allow the transmission licensee to override the terms in the connection agreement, agreements supplemental to it and any other existing contract, agreement, instrument or undertaking to which the genco licensee is a party. This will affect the gencos profitability as there are financial</p>

	Tuas Power Ltd Comments and Feedback On:
	<p>compensations being made by the transmission licensees to some gencos who have been straddled by the burden of having equipment more than required to lift power from the gencos equipment due to legacy.</p> <p>Notwithstanding the above, compensation, where appropriate, should be made to the gencos by the transmission licensee for any works carried out by it, especially if it affects the gencos' operations. The cost of compensation to the genco must include the cost of carrying out works to study the transmission licensee's proposal and its merit, make representation to the authority (if necessary), costs of implementing works on the generation licensee's equipment/premises, and the recurrent additional business risk faced by the genco by allowing the transmission licensee to carry out its business in the genco premises. If not, we will have a market structure where there is cross subsidy between its competitive elements and the monopoly transmission licensee. Gencos should be allowed to seek EMA's assistance at any time rather than within a short fixed time frame of 14 days to resolve any issues between the parties.</p>
8	<p><u>Any Other Comments or Feedback</u></p> <p>Please provide detailed rationale for the proposed amendments.</p> <p>The explanation given in the first 3 pages of the Request for Feedback is insufficient. Without a complete understanding of the subject matter, participants may not contribute most effectively to the feedback.</p>