

Table 1 – Retail Electricity Market Procedures: Glossary and Framework

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below.

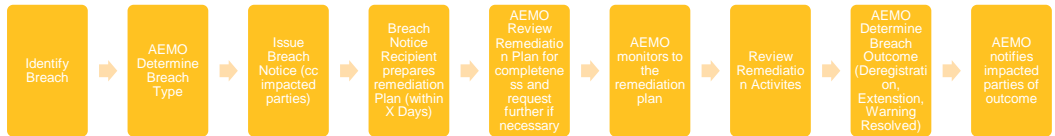
| ITEM | RESPONDENT | CLAUSE | HEADING/DEFINITION | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--|--------|---|--|---|
| 1. | Aurora, United Energy & Simply Energy | 1.2 | Definitions and Interpretation | Clarity is needed in each of the procedures or documents on day counts and whether they are calendar or business days. If days are used without any clarifying, is it assumed this is calendar days? In addition business days is sometimes national business days and other time business days in the relevant jurisdiction. Customer protections are based on the local business days in the B2B procedures. | AEMO notes that <i>business day</i> is defined term in Chapter 10 of the NER as is <i>day</i> . Therefore, unless specified otherwise, any reference to "day" will be italicised for clarity. All procedures will be updated to reflect this. AEMO notes the comment from United Energy about references to local business days in the B2B Procedures, however these documents are not within the scope of this consultation. Therefore it is more appropriate for this matter to be addressed as part of the consultation on the update to B2B Procedures. |
| 2. | Aurora & AusNet | 1.2 | Definitions and Interpretation | 1.2.2(c) is EST 'Australian' EST` Note changes required for B2B – there are times and periods in the B2B procedures which are in local time not AEST In regards to B2B procedures, the terms and definitions may now also relate to or be defined by the NERR, not just the NER | AEMO considers that it is unclear why EST should change to AEST. <i>Eastern Standard Time (EST)</i> is the defined term in Chapter 10 of the NER and it flows through to all procedures under the NER. In relation to the application of EST in the B2B Procedures, AEMO considers that is a matter best addressed as part of the consultation on the B2B Procedures. |
| 3. | Pacific Hydro | 1.2 | Definitions and Interpretation | Change (c) to read: 'References to time are to <i>Eastern Standard Time</i> '. | Accepted. |
| 4. | ActewAGL | 1.3 | Related AEMO Documents | Section 1.3 – should also include the new B2B Guide version 1.0 (Note the release of the Glossary with B2B Procedures on October 27, 2016 includes the B2B Procedures, Technical Design Specification, but not the B2B Guide) | Any amendments to B2B Procedures and the creation of any other documents to support the use of the B2B e-hub will be addressed separately as part of the consultation to update the B2B Procedures. |
| 5. | Active Stream, Pacific Hydro & Aurora | 1.3 | Related AEMO Documents | Unsure why the WIGS and CATS procedures have been removed? Is this because they are both covered by the MSATS procedure? Should the New MSATS NMI procedure be included in here? Documents referenced should have their titles aligned with the actual documents. i.e. Service Level Procedure (MDP) should read Service Level Procedure: Metering Data Provider Services, as this is the title of the document and so on... | Accepted. MSATS Procedures have been referenced separately. |
| 6. | ActewAGL | 2.2 | Structure of Retail Electricity Market Procedures | Section 2.2.2 – should this also include the new B2B Guide version 1.0 with comments similar to the NMI Procedure in section 2.2.3 (e) – eg It is not required to be <i>published</i> under the NER, yet it is a critical explanatory document. | See response to comment #4. |
| 7. | Pacific Hydro | 2.3 | Metrology Procedure | Clause 2.3.2 It is suggest this clause be removed. The Unmetered Load Guideline is an independent document and should be referenced as such in its clause. The content of the Metrology Procedure: Part B is already defined in clause 2.3. | The Unmetered Load Guideline supplements Metrology Procedure: Part B. AEMO believes there is value illustrating the link between the guideline and the procedure in Figure 2, as referred to in section 2.3.2. |
| 8. | Aurora, EnergyAustralia, United Energy | 2.4 | B2B Procedures | May need to review the list of B2B procedures and documents following the B2B consultaions | See response to comment #4. |
| 9. | United Energy | 2.4 | B2B Procedures | UE is not supportive of carving up existing working B2B Procedures into B2B Proecdures and a non binding guideline, nor do we support new non binding guidelines with material relating to a process separate to the B2B procedure describing how this is intended to work across industry. However if the IEC decide on a B2B guideline it should be included in the list of B2B documents. | See response to comment #4. |
| 10. | Ergon Energy Networks | 2.7 | Qualification Procedure | Ergon Energy seeks clarification as to whether their will be a separate Qualifiacion Procedure for Metering Coordinators. | MC's are not subject to accreditation, therefore they are not subject to the Qualification Procedure. MC's must apply to become Registered Participants in accordance with Chapter 2 of the NER and the MC Registration Guide which will be published by 1 March 2017. |
| 11. | AusNet Services | 2.8 | Metering Service Level Procedures | In section 2.8.1 the Data Delivery Calendar and the MDFF Specification are referred to as subsidiary documents. This implies that these Procedures are of lesser importance than the Service Level Procedures. However we consider that documents contain obligations enforceable under the Rules. Therefore these documents are not subsidiary documents and we recommend changing this word to reflect that. | The word 'subsidiary' has been replaced with 'additional'. |
| 12. | Active Stream | 2.9 | Service Level Procedure for Embedded Network Managers | AEMOs approach during the POC update and review of documentation has been the utilisation of acronyms. For consistency, suggest replace Embedded Network Managers with ENMs. This will also align with the other subheadings of section 2 within this document. | Agreed. |
| 13. | Secure Meters | 2.11 | Exemptions | The wording makes it sound like that AEMO can exempt from installing a minimum spec meter when it will only be exempting communications being installed, the meters will still be minimum spec meters. | The text of section 2.10.2 reflects what AEMO is required to exempt an MC from, which is the requirement to comply with NER clause 7.8.3(a), which states: |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

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|------|--|--------|--|---|---|
| | | | | | 'Except as specified in clause 7.8.4, a <i>Metering Coordinator</i> must ensure that any new or replacement <i>metering installation</i> in respect of the <i>connection point</i> of a <i>small customer</i> is a type 4 <i>metering installation</i> that meets the minimum services specification.' |
| 14. | Aurora | 3 | Glossary term: Accreditation Checklists | Needs to now include ENM/MC? | It should include the ENM, as the MC is not subject to accreditation. |
| 15. | Active Stream | 3 | Glossary Term: Exemption Guideline | The definition is just a repetition of the Title – no value add. Suggest a definition (1-2 sentences long) which provides some context with respect to the document. | AEMO refers Active Stream to section 2 of the glossary and framework which already provides a description for each document. |
| 16. | Active Stream | 3 | Glossary Term: Exemption Procedure | The definition is just a repetition of the Title – no value add. Suggest a definition (1-2 sentences long) which provides some context with respect to the document. | See comment #15. |
| 17. | Active Stream, Aurora, CitiPower Powercor, Secure Meters & Simply Energy | 3 | Glossary Term: HV | Suggest a definition of what HV is. i.e. A voltage greater than 1kV | The definition aligns with the NER. The NER defines it as: A voltage greater than 1 kV. Should the definition in the NER change, AEMO expects its impact to flow through to every procedure covered by this. |
| 18. | Aurora, Active Stream & Simply Energy | 3 | Glossary Term: LV | Suggestion - <i>Low Voltage – a voltage equal to or less than 1000 v</i> | There is no definition of 'low voltage' in the NER, so we were unable to refer to it, hence the manner in which it was defined. At present, it is the corollary to the NER definition of HV. |
| 19. | Active Stream | 3 | Glossary Term: NMI Procedure | Suggest a definition (1-2 sentences long) which provides some context with respect to the document. | See comment #15. |
| 20. | Active Stream | 3 | Glossary Term: Qualification Procedure | Suggest a definition (1-2 sentences long) which provides some context with respect to the document. | See comment #15. |
| 21. | Active Stream | 3 | Glossary Term: Service Level Procedure (ENM) | Suggest a definition (1-2 sentences long) which provides some context with respect to the document. | See comment #15. |
| 22. | United Energy | 3 | Glossary Term: MDM Contributory Suffix | Definition States: A suffix required by the NMI Procedure used to identify a stream of metering data and is consistent with the suffix contained in the MDFF data file as opposed to the suffix recorded in the MDM Datastream table. To clarify – this is only useful if the same definition and naming standards are used between the suffix values included in the NEM12 file (MDFF specification) and MSATS – e.g. E1, B1, Q1 & K1. Could AEMO please clarify that the two must align, and provide examples of this, as correct interpretation by participants is critical to enable inbound meter data receipt and billing? | AEMO notes the comment from United Energy and has amended the definition of MDM Contributory Suffix as follows: A suffix required by defined in sections 6 and 7 of the NMI Procedure used to identify a stream of metering data and is consistent with the ' NMIS suffix' contained in the 200 record of the MDFF interval metering data file. as opposed to the suffix recorded in the MDM Datastream table. |
| 23. | Aurora | 3 | Glossary Term: Meter Register Status Code | It is noted the term, however, the definitions contained within 4.11.3 (table 4-j) of the MSATS procedures CATS does not cater for a type 4A meter which has the contactors manually opened – not remotely opened. | While it is theoretically possible to manually open the contactor in a type 4A meter, it is highly unlikely to be a common practice. AEMO does not see a need to create a specific Meter Register Status Code for this scenario. |
| 24. | Simply Energy | 3 | Glossary Term: Prospective Days | Does the description assume it's "calendar" days because it's not italicised? | See comment #1. |
| 25. | Simply Energy | 3 | Glossary Term: Retrospective Days | Does the description assume it's "calendar" days because it's not italicised? | See comment #1. |
| 26. | Active Stream | 3 | Glossary Term: Unmetered Load Guideline | Suggest a definition (1-2 sentences long) which provides some context with respect to the document. | See comment #15. |
| 27. | Energex | 4 | MSATS Codes | Energex recommends that this section is moved to the front of the document so that these concepts are understood before the document is read in detail. | AEMO agrees the MSATS Codes section should moved and has placed it at the end of section 2. |
| 28. | ActewAGL | 4.2 | MSATS Code: Use of ENM | While this was not a section listed, the wording in this paragraph is a bit clunky as currently written – perhaps review the following in conjunction with the changes being made due to Work Package 2:- There should be no confusion in most cases where the MSATS code 'LNSP' is used. Where it is used in the context of <i>embedded networks</i> , however, the same code will be used to refer to ENMs. The Retail Electricity Market Procedures will continue to refer to 'ENM' to identify the <i>Embedded Network Manager</i> . | Some changes have been made that, hopefully, address the concern. |

Table 2 – Default & Deregistration Procedure (MP, MDP, ENM, MC)

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below.

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
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| 1. | Simply Energy | N/A | General | <p>Metering Coordinator Default Notice:</p> <p>Nothing has been leveraged from RoLR process that could be highly beneficial for the industry when participants will be impacted as a result of the above MC default event. Whilst we understand RoLR and MC Default Event are two separate processes, in reality, there are a number of processes that can be used during a MC Default Event, (e.g. CATS transactions, AEMO’s Bulk Change Tool, etc) that are used in RoLR Procedures.</p> <p>AEMO’s obligation as a Market Operator is to ensure market is operating without any disruptions, especially from a consumers’ perspective and hence by mere publishing default event notices to impacted parties is not a very useful solution. Would AEMO’s systems be available during MC default event? If not, what is AEMO’s view on the management of end to end process? Simply Energy would appreciate any views.</p> | AEMO agrees that procedures may not cater for sudden mass change following the de-registration of an MC, MP or MDP. AEMO will consider whether this proposal can be considered as part of Package 3. |
| 2. | EnergyAustralia | General | Process Diagram | <p>EnergyAustralia believes it would be beneficial if a diagram illustrating the process was incorporated in this document.</p> <p>This is a high –level example of what could be adapted for the document</p>  <pre> graph LR A[Identify Breach] --> B[AEMO Determine Breach Type] B --> C[Issue Breach Notice (cc impacted parties)] C --> D[Breach Notice Recipient prepares remediation Plan (within X Days)] D --> E[AEMO Review Remediation Plan for completeness and request further if necessary] E --> F[AEMO monitors to the remediation plan] F --> G[Review Remediation Activities] G --> H[AEMO Determine Breach Outcome (Deregistration, Extension, Warning Resolved)] H --> I[AEMO notifies impacted parties of outcome] </pre> | <p>AEMO does not consider the example provided to be helpful in any way, as it is incorrect.</p> <p>AEMO does not consider the process to be so complicated as to warrant a diagram or flowchart.</p> |
| 3. | Active Stream, EnergyAustralia & AGL | 0 | General | <p><i>‘One of the matters that AEMO must determine at the conclusion of a Review is what type of Breach has been committed by the relevant MP, MDP, ENM or MC.’</i></p> <p>According to the above sentence the type of Breach is determined at the conclusion of the Review, but a review will not happen if the breach is rectified within seven days according to the ‘Notice of Breach – Appendix A’.</p> <p>The wording defining a process is confusing and a little misaligned when all the dots in this procedure are joined. Interpreting the wording – AEMO issues a Notice of Breach – it is rectified within seven days of receipt of notice. According to the Notice there is no AEMO review, does that mean no breach (when interpreting the wording above)?</p> | <p>Participants are encouraged to read NER clauses 7.4.4 & 7.7.3 carefully as the process is not that simple.</p> <p>A review is required to be carried out after AEMO has issued a default notice (see NER clause 7.4.4(c)(1) & 7.7.3(c)(1)). AEMO does not need to determine what type of breach it is until it has carried out the review required by NER clause 7.4.4(c)(2) & 7.7.3(c)(2).</p> |
| 4. | Pacific Hydro | 1.3 | Related AEMO Documents | As this document is deals with breaches of the NER, applicable procedures under the NER and failures to meet conditions of accreditation, shouldn’t these documents be included in the ‘Related AEMO Documents’? | Good point. AEMO intends to update this section and the Glossary and Framework as part of Package 3. |
| 5. | Aurora | 1.3 | Related AEMO Documents | Unable to open the Glossary by following the link, other links do not work i.e. service level procedures | The links should work by the end of this consultation. |
| 6. | Endeavour Energy | 2 | Breach of the NER or Procedures under the NER | <p>Procedure improvement: For avoidance of doubt it should be highlighted that AEMO will consider information or reports from other regulatory and auditing bodies such as the NSW Fair Trading who audits metering installations performed by metering providers. We suggest rewording the last paragraph to:</p> <p>“The failure of an MP, MDP, ENM or MC to comply with the NER or any applicable procedures under the NER, or a failure to meet a condition of accreditation, (Breach) may come to AEMO’s attention following audits of MP, MDP, ENM or MC compliance, information in AEMO systems and records, complaints from affected Participants or End Users, notifications from other regulatory bodies or through self-reporting.”</p> | Agreed. |
| 7. | Red/Lumo | 2 | Breach of the NER or Procedures under the NER | Red and Lumo would like to understand whether AEMO are imposing any self- reporting requirements n MP, MDP, ENM and MCs? | Self-reporting is not a requirement of the Procedure but has been included as an other relevant consideration in section 4.4 Other Relevant Considerations. |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

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| 8. | Simply Energy, AGL, CitiPower/ Powercor, SA Power Networks, EnergyAustralia, Energex Limited, Ergon Energy (retail) & Aurora | 3 | Determination Of Type Of Breach | <p>Examples were provided in the discussion on the 9th November 2016, perhaps worth adding in the procedures for better clarity.</p> <p>They seek greater understanding of the levels of impact for an:</p> <ul style="list-style-type: none"> • Immaterial • Significant • Material Breach <p>The procedure provides no guidance on how AEMO or a participant would assess what constitutes a non-material breach through to a material breach.</p> <p>There is no gauge on cost of service, number of customers impacted, cost to affected participant etc.</p> <p>An impact table – much like the ones used for risk consequence assessment which would provide a clear and common understanding of breach levels for all parties and avoid any consideration of bias or inconsistent application by AEMO or the Auditor.</p> <p>The table/criteria could indicate:</p> <ul style="list-style-type: none"> • Number of customers impacted – less than 40 GWh pa • Number of customers impacted – greater than 40 GWh pa • Volume of load affected • Number and classification of customers impacted • Impact on customers – e.g. ‘inconvenience’ through to ‘financial’, billing impacts etc • Impact on market – e.g. reputational damage, market confidence, settlements impact • Cost to/impact on affected participants • Impact on wholesale market • Impact on customer billing etc. • Timing impacts on customers and market participants • Impacts on wholesale market and settlement • Impacts on customer services such as billing, service works, metering, etc. <p>Will these be scaled against Major, Minor or Incidental non-compliances identified in AEMO audits? Or conversely, have a relationship with AER civil penalties.</p> | See section 4.3.3. |
| 9. | AGL | 3 | Determination Of Type Of Breach | <p>As a matter of general comment, AGL would consider that the hierarchy would be better described as (noting the current rule requirements)</p> <ul style="list-style-type: none"> • Immaterial • Material • Significant <p>AGL suggests that this complete process be reviewed by the AEMO Market Auditors as the application of this procedure will undoubtedly be audited and scrutinised.</p> | |
| 10. | Ergon Energy | 3 | Determination of Type of Breach | <p>Clarity should be provided in regards to how this clause relates to the <i>Services Provider: Compliance, Assessment and Deregistration Procedure</i> as the processes are closely related.</p> | The Default and Deregistration Procedure will replace the existing <i>Services Provider: Compliance, Assessment and Deregistration Procedure</i> . |
| 11. | Aurora | 3.1, 3.2 & 3.3 | Various | <p>While this process is created under the NER a number of Participant obligations affecting their service and which will stem from this breach arise from the NERR</p> | Aurora will note that breaches of the NERR are not covered by either NER clause 7.4.4(b) or 7.7.3(b). |
| 12. | Endeavour Energy | 3.1, 3.2 & 3.3 | Immaterial Breach | <p>Procedure improvement: Other areas that should be considered are non-compliances with Rules and procedures that do not impact on AEMO’s ability to perform its functions or comply with its obligations or the services and business operations, or regulatory obligations, of other Participants. For example not having a disaster recovery system. We suggest adding clause 3.1.c as follow:</p> <p>“any non-compliances with the NER and procedures that AEMO considers to be an immaterial breach.”</p> | <p>The example cited would, in fact, be a breach of an SLP, so it would be a breach of a procedure under the NER. The fact that no one was impacted by it in a material way would make it an Immaterial Breach. AEMO does not see the need for this proposed paragraph (c) for section 3.1.</p> <p>It is difficult to see how including a provision such as the proposed paragraph (c) in sections 3.2 & 3.3 that, effectively, states that anything AEMO says is a Significant/Material Breach is a Significant/Material Breach can be a ‘procedure improvement’.</p> |
| 13. | AGL & Aurora | 3.1, 3.2 & 3.3 | Various | <p>While this process is created under the NER a number of Participant obligations affecting their service and which will stem from this breach arise from the NERR (or Victorian Code for Vic).</p> <p>AGL seeks clarity on whether the subsequent impact of a breach on NERR (or Victorian Code) obligations would also be considered in this assessment.</p> | Breaches on the NERR are not covered by NER clause 7.4.4(b) or 7.7.3(b). A notification of a breach from other regulatory bodies may trigger a review under NER clause 7.4.4(c)(2) or 7.7.3(c)(2) . |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
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| 14. | AusNet Services | 3.2 | Significant Breach | AusNet Services considers AEMO's function in the Procedure should refer to AEMO's formative roles and key obligations and specifically state in the Procedure that a significant breach would impact AEMO's role in Prudential and Settlement. AEMO's forecasting and demand side participation planning activities are important, but in establishing the provisions of Chapter 7 of the National Electricity Rules and the Procedures they have not been specifically catered for. This should be addressed. | AEMO considers that MPs, MDPs and MCs, in particular, ought to have an understanding of how the functions they perform have an impact on the market as a whole, not just prudentials and settlements, including, for example, the role played by accurate metering in forecasting demand. |
| 15. | VectorAMS | 3.2 | Significant Breach | Vector is unclear on the rationale for including the classification of 'Significant Breach'. Section 6 – AEMO ACTION FOLLOWING REVIEW provides detail on the course of action AEMO may take based on the materiality of the breach. This section discusses both 'Non-Material' and 'Material' but not Significant. Please clarify which Action category a Significant Breach falls into? | The NER require that there be at least 3 levels of breach and the highest level of breach be called 'material' (see NER 7.4.4(b)(1) & 7.7.3(b)(1)). To simplify the process, AEMO considered that there should be no more than 3 levels of breach. The next thing to consider was what to call the breaches that were below 'material'. 'Immaterial' and 'Significant' are the result of that exercise. Section 6 has been clarified to make it abundantly clear which action applies following which type of breach. |
| 16. | Select Solutions & EnergyAustralia | 3.2 & 3.3 | Significant Breach & Material Breach | Suggest re wording to better differentiate a significant breach from a material breach. There currently is no difference between the definition listed in 3.2 as opposed to a Material breach listed in 3.3 (a). This could lead to confusion in relation to the issue of notice of breach | A Significant Breach is something that, if not remedied , is likely to have a material adverse effect on a number of people. A Material Breach that is already having a material adverse effect on a number of people. AEMO considers the difference between the definitions is clear enough. All we have done in this response is simplify the concepts. |
| 17. | Ergon Energy & Endeavour Energy | 3.2 | Significant Breach | They consider that a Significant Breach would occur if either of the events in (a) & (b) were to occur. As such we recommend that (a) & (b) should be linked by an "or" and not the existing "and". | AEMO has amended the drafting to make it clearer. |
| 18. | United Energy & Energex Limited | 3.3 | Material Breach | In taking into consideration a material breach, AEMO should consider whether the service provider has had breaches which may incur or have incurred civil penalties under the NER by the AER. If possible AEMO should also extend this to any safety issues or incidents reported by jurisdictional safety regulators. Clause (d) should be drafted to reflect these near misses or penalty arrangements that may also be incurred. | The definition of Material Breach has been updated to include the incurring of penalties as suggested. Where compliance with safety standards and the like is included as an obligation in an SLP, a safety breach is likely to be a breach of the relevant SLP, as well, so to that extent, safety breaches should be covered, but there is no SLP for the MC, so safety cannot be addressed in the case of MCs. |
| 19. | AusNet Services & Ergon Energy (retail) | 3.3 | Material Breach | AusNet Services considers that condition 3.3(d) is unclear and could be removed. The Procedure refers to what AEMO reasonably considers unethical. It does not specify what ethical framework that AEMO might apply. We suggest changing these words illegal activity or conduct that supports illegal activity. It is important that this uncertainty is resolved because the Procedure does not define what a Breach is, just a non-compliance with the Rules or a Procedure under the Rules. It seems a participant can be compliant under the Rules and be in a Material Breach just because AEMO reasonably considers it being "unethical". | AEMO would be more than happy to consider an ethical framework that AusNet Services or Ergon Energy (retail) might wish to propose for application to this requirement. Changing the reference from 'unethical' to 'illegal activity or conduct' is not appropriate, as what is unethical will not necessarily be illegal, as well. For an act to be a Breach, it must be in breach of the NER or procedures authorised under the NER. That is defined in section 2. If a Participant complies with the NER and Procedures authorised under the NER, there can be no basis for considering that a Breach exists. Perhaps AusNet Services' fears can be allayed by presenting an example. An Immaterial Breach does not, by definition, require that AEMO, or any Participant, suffer a material adverse impact, but where the underlying act that gave rise to the Immaterial Breach e.g. the misuse of End User data, AEMO would probably consider such a Breach to be a Material Breach. |
| 20. | Pacific Hydro | 3.3 | Material Breach | In (c) who appoints the MP, MDP, ENM or MC to perform an activity; AEMO or a participant? Suggest this be included in the clause. | This does not need to be specified because it is not relevant to the provision. What is relevant is that the activity that the relevant Participant has been appointed to perform is not being performed by that Participant without justification. |
| 21. | Active Stream | 4 | Issue of Breach Notice | Participants which report a suspected breach are not looped in with any follow up actions. If they identify a suspected breach, it probably means that they were in some manner impacted. A participant's breach can result in consequential breaches on other parties; hence, we recommend the process to include communications to other impacted parties. Contracting/Impacted parties should know of material/significant breaches. The procedure should also identify the party who is required to provide the information. i.e. AEMO notifies or there is a requirement on the 'Party of Breach' to notify (via contractual agreements) These parties should also be advised of subsequent AEMO actions. | Anyone who reports a suspected breach by a Participant other than themselves can have any number of motivations to report that Participant. AEMO needs to be satisfied that a Breach has occurred before issuing a Notice of Breach under section 4 (now 3). The Participant in breach has 7 days in which to remedy the Breach before AEMO has to determined what type of Breach it is and then determine whether to take further action. AEMO considers it inappropriate for AEMO to notify any other party that a Notice of Breach has been issued as it could be prejudicial towards the commercial relationships the participant in Breach has with other participants. In the worst case, it could result in destroying a participant's business in circumstances where the Breach could have been remedied within the 7-day notice period within minimal impact to others. Hence, AEMO will not be notifying anyone as to whether a Notice of Breach is issued following a participant report of a suspected breach. |

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| 22. | Simply Energy | 3.3 | Material Breach | Simply Energy's view is to ensure that AEMO manages it from end to end, i.e. from receipt of potential breach, to issue of breach notice as well as resolution. This should include notified parties are kept informed throughout the lifecycle and not just at initial trigger. | AEMO has included additional notification requirements in the Procedure. See section 4.1 Remediation Plan. |
| 23. | EnergyAustralia, AGL | 4 | Issue of Breach Notice | <p>Impacted industry parties should also be notified of breaches caused by contracted parties; this will assist them to mitigate impacts to operations, reduce the severity and risk of further non-compliance and the impact to customers.</p> <p>For example , if an</p> <ul style="list-style-type: none"> • MP/MDP is breaching materially or significantly, then the MC should be advised; • MC is breaching materially or significantly, then the retailer (and large customers) and affected network should also be advised; • ENM is breaching materially or significantly, then the ENOs and affected retailers (child and parent) and network should also be advised. <p>Whilst it is likely retailers with contractual arrangements with MP, MC and MDPs will have provisions in their contracts that the party must notify them of non-compliances, this approach can delay the time the retailer or MC is notified of the breach. If there is material risk caused by a participant and AEMO becomes aware of it, it is good practice and in the interests of industry and consumers that this is passed onto other impacted participants who will need to take action and or be involved as part of remediation activities. If the contracted party neglects or fails to meet their obligations, this can be addressed by the MC/Retailer as part of a separate process regarding contractual adherence.</p> <p>Consideration should be given to instances in the process where AEMO becomes aware of a breach through an affected party raising the issue. It would be good practice for AEMO to inform the notifier of AEMO's subsequent actions.</p> | |
| 24. d | Energex Limited | 4 | Issue of Breach Notice | In the case of significant and critical breaches, in addition to issuing breach notices to the breaching participant, AEMO should also notify impacted parties, including the DNSP, MC, ENO, Large Customer, etc. Impacted parties need to be fully aware of breaches, so that they can make alternative arrangements and be involved in any remediation plans and timings. | |
| 25. | Simply Energy | 4 | Issue of Breach Notice | The contracting parties should also be advised of a breach so as to mitigate any impact to their operations. | |
| 26. | Ergon Energy (retail) | 4 | Issue of Breach Notice | There should be a mechanism for AEMO (or AEMO to require the participant that is in breach) to notify any contracted parties. <i>For example</i> if the MC is in breach, the MC (or AEMO) should contact any retailer or large customer to which it is contracted. This is particularly the case for instances of material breach where contracted parties may be required to look for an alternative if the MC is deregistered. | |
| 27. | Aurora | 4 | Issue of Breach Notice | <p>It is noted that the Local Retailer (LR) is not identified as a party to be notified in this procedure. See 8.1.1 There would be various incidents when the LR should be notified of any breaching - materially or significantly.</p> <p>The procedure is unclear in regards to the issuance of a material / significant breach notices. As a matter of course, the contracting parties should also be advised of a breach so as to mitigate any impact to their operations.</p> | |
| 28. | AusNet Services | 4 | Issue of Breach Notice | <p>AusNet Services considers that if a participant or service provider is breaching materially or significantly, then the distributor should also be advised.</p> <p>Ideally the party responsible for the breach should notify impacted parties directly, as an obligation under section 5.1. We also recommend adding a provision to section 4 that states where AEMO reasonably considers that the impacted parties have not been notified within 10 businesses, then AEMO will notify impacted parties.</p> | |
| 29. | EnergyAustralia | 4 | Issue of Breach Notice | Finally, with regard to the notices issued, the notice to affected parties needs to indicate which contact at the affected party the communication will be sent in the breach notice to ensure appropriate communication between participants (suggest this contact is listed on the ROCL as a contact and periodically reviewed). | |
| 30. | AGL, EnergyAustralia & Aurora | 5 | Review Of Capability For Ongoing Compliance | <p>The drafting of the procedure requires a breach to be remedied within 7 days of the notice being issued, but then allows for a remediation plan to be considered.</p> <p>It would seem more appropriate for the notified party to have time to submit their remediation plan (which would include timeframes for remediation) and AEMO could review this in the first instance.</p> | |

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| | | | | <p>While there will be some non-compliances that can be remediated swiftly, the volume of mass market customers may make it difficult to remediate within 7 days. Particularly if there is a reliance on extracting large volumes of data, system changes or a need to change a customer's meter (given there are 4 day notification requirements for outages that will need to be factored into this).</p> <p>Given that part of a robust compliance program involves investing effort in understanding the root cause of an issue so that effective remediation plans and activities can be implemented, we think being too prescriptive is not ideal in this section, particularly if the non-compliance is caused by complex factors.</p> <p>With this in mind, we think a sensible approach is for businesses to have 10 business days (initially) to devise their remediation plan (for complex issues) and agree with AEMO on the actual remediation dates based on activities required.</p> | While AEMO understands the complexities that could arise with some types of Breaches, the NER are clear in requiring AEMO to conduct the Review 7 days after the Notice of Breach. |
| 31. | AGL & Simply Energy | 5 | Review Of Capability For Ongoing Compliance | Further, if the breach requires access to customer metering installations there may be a requirement for outage notifications to be issued to customers which require 4 business days' notice to the customer. | Noted |
| 32. | Active Stream | 5 | Review Of Capability For Ongoing Compliance | <p>Suggest that perhaps different timeframes should be assigned to the different levels of breaches, taking into consideration:</p> <ul style="list-style-type: none"> - the type of customer (Small/large) <p>the severity of the suspected or confirmed breach</p> | This is not possible as NER clauses 7.4.4(c)(2) and 7.7.3(c)(2) are very specific. |
| 33. | Active Stream | 5 | Review Of Capability For Ongoing Compliance | <p><i>"If an MP, MDP, ENM or MC has not remedied the breach referred to in the Notice of Breach within 7 days after the issue of the notice...."</i></p> <p>However, the Notice of Breach – Appendix A states: <i>"If (party in breach) remains in breach for more than seven days following the receipt of this notice,"</i></p> <p>There is an inconsistency between these two references.</p> <p>Suggest:</p> <ul style="list-style-type: none"> - Appendix A amended to advise <i>after the issue of notice to mitigate any confusion with the date:</i> - issue date is identified on the Notice of Breach - Receipt date has a number of variables i.e. postal delivery timeframes | Agreed. |
| 34. | AGL & Simply Energy | 5 | Review Of Capability For Ongoing Compliance | Also, there must be some sort of discretion around different SLAs for non-material and material breaches in particular with rectification of mass market and large customers. | AEMO cannot respond to this submission without details of the proposal. |
| 35. | AGL, Active Stream, Ergon Energy, Ergon Energy (retail), Pacific Hydro, Aurora EnergyAustralia, Simply Energy & VectorAMS | 5 | Review Of Capability For Ongoing Compliance | Referencing business days not calendar days i.e. 7 days = 5 bus days. This would provide a consistent approach with the business world unless the intention is that AEMO personnel would be working on public holidays and weekends, to follow up with the action item. | NER clauses 7.4.4(c)(2) and 7.7.3(c)(2) specify the period as 7 days and the procedure is consistent with the NER. It should be noted that 7 days does not equate to 5 business days. |
| 36. | Simply Energy, Active Stream, Aurora, EnergyAustralia, AusNet Services, Energex Limited, Pacific Hydro, VectorAMS & AGL | 5.1 | Remediation Plan | <p>AEMO to notify contracted parties as well (as per current MSATS roles), in addition to the ones listed in the Procedure.</p> <p>Include LR as well, there might be a case when tier 2 retailers managing an Embedded network are appointed as LR for child NMs, and hence LR should also be included in the list of notified parties.</p> <p>Contracted and impacted parties (i.e. MC, retailer, network ENO etc) should be aware and agree any remediation plan as they may have to assist the affected parties (e.g. customer de-energisations to undertake physical work, customer notices for rebilling etc.) and be a party to the remediation reporting.</p> | <p>While AEMO sees merit in requiring the participant in Breach to:</p> <ul style="list-style-type: none"> • consult with other affected participants when developing its remediation plan; and • keep affected participants informed of progress against an approved remediation plan, <p>that would be as far as it should go. It is not appropriate for AEMO to fetter its discretion by seeking the agreement of affected participants to any proposed remediation plan.</p> |
| 37. | Ergon Energy (retail) & Energex Limited | 5.1 | Remediation Plan | <p>The '7 days' should be used to</p> <ol style="list-style-type: none"> (i) Contact contracted parties who will most likely be required to cooperate with the participant that is in breach to remediate the issues; and (ii) Develop the remediation plan and associated timeframes and submit to AEMO as outlined in Section 5.1. | How participants in Breach spend their 7 days is a matter for them. |

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| | | | | In simple cases the remediation plan may well be 'one page' and be able to be resolved quickly, but in other cases, the participant in breach may require the '7 days' to develop an appropriate plan. AEMO should undertake its assessment of the market participants' capability for ongoing compliance based on the remediation plan. | |
| 38. | CitiPower/ Powercor | 5.2 | Past Conduct | CitiPower and Powercor suggest adding: "(e) Any AER civil penalties imposed on relevant MP, MDP, ENM or MC." | Agreed in concept. |
| 39. | AGL, Aurora, EnergyAustralia, Simply Energy, AusNet Services & Active Stream | 5.2 | Past Conduct | Warnings need to be defined. <i>(b) The level of any previous warning issued to the relevant MP, MDP, ENM or MC;</i> The introduction of a new term 'warning' which has not been previously defined in this document. This lends itself to the request in section 3 to include a definition to deliver clause 7.4.4 (b)(3): <i>the levels of a breach with severity below a material breach are to be treated as warnings with different levels of magnitude.</i> More clarity is needed around the levels of warning and how they relate to non-material and significant breaches is needed in the procedure. | The Macquarie Dictionary defines 'warning' as: the act of warning, giving notice, or cautioning. AEMO cannot see how the term can have any meaning other than its common meaning. AEMO considers that the procedure adequately specifies the levels of warning and how they relate to Immaterial and Significant Breaches, in particular: <ul style="list-style-type: none"> Section 6.2.2 specifies 2 levels (magnitude) of warnings – low level and high level, and the factors that AEMO will consider when deciding whether to issue a high level or low level warning. Consistent with NER clause 7.4.4 (b)(3), section 6.2.2 has been amended so that AEMO must issue a high level or low level warning for Immaterial and Significant Breaches (as a consequence section 6.2.1(a) is deleted) In accordance with section 6.2.2, AEMO may issue a high level or low level warning for an Immaterial Breach or a Significant Breach. In accordance with section 4.2, the level of warning issued for past Breaches may then be considered by AEMO when conducting a Review. |
| 40. | Red/Lumo | 5.3 | Organisation Structure | Red and Lumo would like to understand how will AEMO determine and the relevance of the following clause: <i>(c) Availability of appropriately skilled and knowledgeable personnel.</i> | Availability of appropriately skilled and knowledgeable staff will allow AEMO to assess the organisation's ability to develop and implement a remediation plan to resolve the breach and prevent further breaches. AEMO will be able to determine this capability by requesting the party in breach to provide information that includes a register of staff training and qualifications. For certain roles, this is a requirement of the relevant Service Level Procedure. |
| 41. | AusNet Services | 5.4 | Other Relevant Considerations | AusNet Services suggests that another relevant matter to take into account is whether the breach may have been caused either in full or in part, by another party's breach. For example, an MPB causing problems for the MDP, MC and DNSP by physically removing the meter before being nominated in the market as MPB, and sending MSATS transactions in contradiction to the Rules and the MSATS: CATS Procedures. | Agreed. |
| 42. | AGL & EnergyAustralia | 6 | AEMO Action Following Review | Clause indicates that no breach notice will be issued until the review is completed and breach rectified. This contradicts previous statements regarding remediation plan and issue of notice. | AEMO does not see how the first statement in section 6 contradicts the matters raised in the submission. |
| 43. | CitiPower/ Powercor | 6 | AEMO Action Following Review | Will the focus and scheduling of future audits change as a result of a breach? | That is possible. |
| 44. | Active Stream | 6 | AEMO Action Following Review | <i>If, at the conclusion of the Review, the Breach has not been remedied, AEMO must determine whether it is a Material Breach and then determine what action to take.</i> Section 6 is not only about Material Breaches. The wording above can be interpreted as AEMO must determine what type of Breach, <u>if</u> the Breach has not been remedied. Irrespective of the requirement/non-requirement of a remediation plan, AEMO would still take some form of action against all Breaches- not only Material – even if it is only to make a record of the Breach. If wording is retained it contradicts section 4's interpretation. Suggested rewording: AEMO must determine at the conclusion of a Review, what type of Breach has been committed, if the breach has been remedied and what action to take. | The Review will not take place if the Breach is remedied within the 7-day notice period. Section 6 does not contradict section 4. |
| 45. | AGL, AusNet Services & Active Stream | 6.1 | Material Breach | AusNet Services considers that the default and deregistration procedure should not refer to "AEMO determines that the Breach is a Material Breach..." rather it should state that AEMO must demonstrate that a Material Breach has occurred as required by NER 7.4.4 (b)(2) which states that the: <i>"Deregistration of a MDP/MP can only occur if it can be demonstrated that the provider has committed a material breach."</i> | Agreed. |

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| 46. | Active Stream | 6.1 | Material Breach | If parties are to be deregistered, there is no defined approach to a mandatory deregistration and the events which need to be followed. This appears to be a gap but a necessary requirement. | AEMO does not understand what 'a defined approach to a mandatory deregistration and the events which need to be followed' is getting at. |
| 47. | AGL, Aurora, Ergon Energy (retail), EnergyAustralia | 6.1 | Material Breach | <p>This section considers deregistration of an MP/MDP or issuing of a default notice to an MC.</p> <p>In the case of deregistration of an MP/MDP it is unclear how the market will operate appropriately if a service provider with many thousands of sites ceases to operate. This event will affect AEMO wholesale settlements, network billing and customer billing which will impact all market participants, not just the affected ones.</p> <p>In the case of a business undertaking both the MP/MDP business as well as the MC business, deregistration or default of either function must undoubtedly affect the other functions.</p> <p>AGL suggests that the current proposed process as described may be inadequate and suggests that further discussion with industry is required to consider these impacts.</p> <p>The market has already undergone three RoLR events and a failure of a metering business across the mass market would have substantial financial consequences for all participants as well as the integrity of the market.</p> | See comment #1. |
| 48. | Ergon Energy (retail) | 6.1 | Material Breach | Issuance of a material breach to any participant must be done in full consultation with contracted parties (if not the broader sector) so that customer impacts and broader sectoral costs / reputational damage are mitigated as far as possible. | AEMO does not consider that its decision to take action under section 6 is an appropriate one for 'full consultation' with participants. The determination is AEMO's to make and AEMO will not fetter its discretion by seeking the agreement of participants. |
| 49. | Ergon Energy (retail) | 6.1.2 | MC | Noting that commercial negotiations to appoint an MC can take some time, deregistration of an MC for a retailer is likely to pose a significant risk to manage. It will be important for AEMO to deregister only in consultation with contracted parties. The consequences of deregistration may be as significant as a ROLR event but without a default retailer in place. | There is no suggestion in section 6.1.2 that the MC will be deregistered. |
| 50. | Pacific Hydro | 6.2.1 | Actions taken by AEMO | <p>If the Breach is not a Material Breach, the types of action AEMO could take include:</p> <p>(a) issue a low level warning or high level warning;</p> <p>(b) apply close monitoring of the relevant-MP's, MDP's, ENM's or MC's performance for a limited or indefinite time;</p> <p>(c) request regular reporting from the relevant MP, MDP, ENM or MC;</p> <p>(d) impose additional requirements, provided that they do not restrict the relevant MP's, MDP's, ENM's or MC's provision of services in accordance with their accreditation and registration; or</p> <p>(e) any combination of the above.</p> <p>Please confirm the above actions are applicable to both an Immaterial and Significant Breach.</p> | Yes, they are. |
| 51. | WINconnect | 6.2.2 | Warnings | The warning and breach notification process seems reasonable. | Noted. |
| 52. | Active Stream & AusNet Services | 6.2.2 | Warnings | <p><i>If the Breach is not a Material Breach, AEMO may issue a low level warning or a high level warning.</i></p> <p>clause 7.4.4 (b)(3) states:</p> <p><i>the levels of a breach with severity below a material breach are to be treated as warnings with different levels of magnitude.</i></p> <p>i) Clarification is sought on the above. Does it mean that there are instances where AEMO will not issue a warning? Given that Non-Material Breaches will be treated as warnings, what is the status of the Breach if a warning is not issued?</p> | See comment #39. |
| 53. | VectorAMS | 6.2.2 | Warnings | <p>Current drafting references low and high level warning. It is unclear what the differences are between a low and high level warning and what the implications are of such notice.</p> <p>Please provide some guidance on what are the implications of receiving a warning, how many warnings before a breach notice may be received, what are the expectations of the service provider when a warning is issued and what is the difference between a low level and high level warnings.</p> <p>Suggest removing the concept of low level and high level warnings and replace with just a simple warning.</p> | |
| 54. | Simply Energy | 6.2.2 | Warnings | Simply Energy suggests that more clarity around the levels of warning and how they relate to non-material and significant breaches is needed in the procedure. | |
| 55. | Pacific Hydro | 6.2.2 | Warnings | If it is not a Material Breach then it is either an Immaterial or Significant Breach. Therefore 6.2.2(c) seems irrelevant as (a) has already taken into account the type of Breach and therefore the effect of the Breach on AEMO and/or participants. | |

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| 56. | Energex Limited & Ergon Energy (retail) | 6.2.3 | Escalation | Where AEMO escalates the severity of a breach, it is important that impacted participants should also be notified in a timely manner so that appropriate action can be taken. | The process is that AEMO would be treating the escalation as a new Breach, so no notice will be given of the issue of a Notice of Breach under section 4. |
| 57. | Ergon Energy (retail) | 6.2.3 | Escalation | Any non-material breaches may also provide important lessons more broadly in the sector which in the early stages of the post PoC implementation will be important so that the market becomes more established . | AEMO considers that information about any lessons for industry arising out of the implementation of this procedure should be disseminated by AEMO at the appropriate time. |
| 58. | AGL, Active Stream, Simply Energy, Ergon Energy (retail) & EnergyAustralia | 7 | Exercise of AEMO Discretion | Suggest that a matrix be created by AEMO which defines the possible actions associated with each Breach, something similar to a Risk Matrix. This would provide a level of clarity/guideline to participants. | See comment #8. |
| 59. | AGL | 7.1 | Relevant Considerations | Cl 6.2 relates to non-material matter and cl 6.1 relates to non-material breaches. The actions that AEMO are reasonably able to take for these different levels of breach are substantially different. AGL suggests that this clause be re-written to cover non-material / significant breaches – which are warning level only - and have a separate clause to deal with material breaches, which could lead to de-registration. | AEMO considers that the relevant considerations in exercising its discretion are the same, no matter what type of Breach. |
| 60. | Simply Energy | 7.1 | Relevant Considerations | Simply Energy suggests a fully laid out process view of Breach Management, especially if there is a sequential flow from one type of breach to the other. I.e. if the concern written in the warning is not addressed appropriately, it should reach to one of the “breach” levels, automatically after “x” days. | AEMO does not see the need for this. As presently drafted, a warning will be relevant for the purposes of determining how to treat a subsequent Breach. |
| 61. | Active Stream | 7.1 | Relevant Considerations | - Remove ‘reasonably’ from ‘reasonably confident’. AEMO will have to have a finite state of confidence (confident or not confident). Otherwise, how is reasonably confident defined? Suggest that the considerations are split and aligned as per the format of section 6 clauses (6.1/6.2- Material/Non-Material Breaches). Considerations for material breaches should have a greater weight than those for warnings. | Agreed. |
| 62. | Red/Lumo | 7.2 | Constraints | Red and Lumo question how AEMO will know whether the limitations placed on providers are met given some data is unavailable (such as whether a site is 3PH)? (b) limiting the types of activities that can be undertaken under an accreditation category (such as only being able to install single phase <i>metering</i> rather than three-phase, or only being able to read <i>metering installations</i> that have a single Datastream); | This provision is about AEMO imposing constraints on the party that is in breach, limiting its ability to provide certain services. Participants are bound to operate in accordance with the NER and procedures under the NER. AEMO also conducts regular compliance assessments through internally-generated reports and on-site audits. |
| 63. | VectorAMS | 8 | Consequences of AEMO Action | Need to add some words on what a ‘Warning’ means in this section. | The term ‘warning’ is not used in section 8. |
| 64. | Simply Energy, AGL, Aurora, EnergyAustralia AGL, Ergon Energy (retail) & EnergyAustralia | 8 | Consequences of AEMO Action | Throughout this section, the procedure specifies the breach notices being issued to the breaching party. In the case of a material or substantial breach, AGL believes that the contracting and affected parties (Retailer, LR, Parent Retailer, Network, ENO, Large customer etc.) should also receive a copy of the breach Notice. This is important so that the impacted parties can ensure that the breaches are dealt with from their perspective and the impact to their businesses and customers is minimised. This will be critical in geographical areas where there are a very limited number of participants operating in the market / offering services such as MC / MDP / MP where any withdrawal of a participant could have significant impacts. | See comment #20-28. |
| 65. | Ergon Energy (retail) | 8 | Consequences of AEMO Action | EEQ is also interested to understand whether there is any ability for a market participant to ‘challenge’ the notice conditions imposed by AEMO or suggest an alternative approach to those suggested by AEMO. | An AEMO determination is reviewable in a court of law. Any participant in that position should seek legal advice at that time to get a response that is more detailed than that. |
| 66. | Red/Lumo, Ergon Energy (retail) | 8.2 | MC | How quickly does AEMO expect retailers to appoint a new MC? Concerns expressed that in some geographical locations, alternative MC options may be very limited (or non-existent), particularly in early stages of market development. Deregistration of MCs, particularly where there are significant numbers of customers involved must be carefully considered and discussed with contracted parties prior to deregistration. | AEMO expects retailers to enter into agreements that include provision for a quick exit where the counterparty has been the subject of disciplinary action, either by the AER or under this procedure by AEMO. A new appointment should be made within the 2 business days specified in NER clause 7.7.1(a). |
| 67. | United Energy | 8.1.1 | Material Breach | UE welcomes the inclusion of LNSP as an important notified party, consistent with our feedback provided on the 4 October teleconference. The notification of the breach to participants should include the substance of the breach and the appropriate NER or procedure clause. This will help the impacted participants understand the nature and extent of the breach in addition to the actions being taken to remedy the situation. Appendix E should be updated accordingly. | Agreed. |

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| 68. | Endeavour Energy | 8.1.1 | Material Breach | Procedure improvement: clause 8.1.1.b.ii should include all meter types not already listed in clause 8.1.1.b.i. We suggest rewording clause 8.1.1.b.ii to: “10 business days from the date of the notice where the deregistration will affect End Users with all other metering installation types.” | Agreed. | | | | | | | | | | | | | | | | | | | | |
| 69. | Energex Limited & Red/Lumo | 8.2 | MC | 8.2.(a) – If the defaulting MC was chosen by a Large Customer, the FRMP would need to provide the Large Customer with the opportunity to select a new MC. 8.2.(b) – It is unclear how AEMO will know which NMIs have Large Customer appointed MCs. | AEMO should be able to obtain this information from the current MC or the FRMP. | | | | | | | | | | | | | | | | | | | | |
| 70. | EnergyAustralia, Simply Energy, EnergyAustralia & AGL | 9 | Voluntary Deregistration | The process should cater for ensuring all relevant parties are informed of (voluntary) deregistration. | AEMO will be updating its list of accredited and registered MPs, MDPs and ENMs. The list of MCs will be published in the Registered Participant list published separately. The market will be kept informed when those lists are updated. | | | | | | | | | | | | | | | | | | | | |
| 71. | AGL, EnergyAustralia, United Energy & Ergon Energy (retail) | 9 | Voluntary Deregistration | This section does not allow for voluntary deregistration for an MC, MP or MDP. It is feasible that through market acquisition / mergers that these market participants may require deregistration. | The voluntary deregistration of each of the participants mentioned is catered for in the draft circulated by AEMO for consultation. | | | | | | | | | | | | | | | | | | | | |
| 72. | Ergon Energy (retail) | 9 | Voluntary Deregistration | In relation to any voluntary deregistration process (for ENMs, MC, MDP and MP roles), it will be important for AEMO to require conditions on the deregistration process to ensure that obligations of these participants are managed / transitioned so that customers are not adversely impacted. These points are eluded to in the ‘application’ section (section 9.1) for voluntary deregistration of the ENM but should be more broadly applicable to other market participants. | Agreed. | | | | | | | | | | | | | | | | | | | | |
| 73. | AGL, Active Stream, & Simply Energy | 9.1 | Application | AGL notes that this process is incomplete in terms of which parties may deregister and processes to ensure market continuity. Suggest the high level process should be the consistent for all participants. I.e. the trigger, the notification etc. | AEMO has made changes to this section and there is only one process for service providers. | | | | | | | | | | | | | | | | | | | | |
| 74. | EnergyAustralia | 9.1 | Application | This section could benefit with more information and might be better if presented differently. For instance the information could potentially be outlined in a matrix, i.e. Application Process: <table border="1" data-bbox="884 1136 1792 1654"> <thead> <tr> <th></th> <th>How to apply</th> <th>Information to be Provided</th> <th>AEMO will Review and provide Outcome</th> </tr> </thead> <tbody> <tr> <td>ENM</td> <td>Send Letter to XXXX?</td> <td> <ul style="list-style-type: none"> full name and ABN. participant ID. preferred date for deregistration Additional ENM stuff </td> <td>X days</td> </tr> <tr> <td>MP</td> <td>Send Letter to XXXX?</td> <td> <ul style="list-style-type: none"> name and ABN. participant ID. preferred date for deregistration </td> <td>X days</td> </tr> <tr> <td>MDP</td> <td>Send Letter to XXXX?</td> <td>As above</td> <td>X days</td> </tr> <tr> <td>MC</td> <td>Registration Desk</td> <td>As above</td> <td>X days</td> </tr> </tbody> </table> What Next: <Details on what AEMO does next once deregistration granted> | | How to apply | Information to be Provided | AEMO will Review and provide Outcome | ENM | Send Letter to XXXX? | <ul style="list-style-type: none"> full name and ABN. participant ID. preferred date for deregistration Additional ENM stuff | X days | MP | Send Letter to XXXX? | <ul style="list-style-type: none"> name and ABN. participant ID. preferred date for deregistration | X days | MDP | Send Letter to XXXX? | As above | X days | MC | Registration Desk | As above | X days | AEMO has made changes to this section and there is only one process for service providers. MCs, as Registered Participants, must refer to the Registration Desk. The suggestion is now redundant. |
| | How to apply | Information to be Provided | AEMO will Review and provide Outcome | | | | | | | | | | | | | | | | | | | | | | |
| ENM | Send Letter to XXXX? | <ul style="list-style-type: none"> full name and ABN. participant ID. preferred date for deregistration Additional ENM stuff | X days | | | | | | | | | | | | | | | | | | | | | | |
| MP | Send Letter to XXXX? | <ul style="list-style-type: none"> name and ABN. participant ID. preferred date for deregistration | X days | | | | | | | | | | | | | | | | | | | | | | |
| MDP | Send Letter to XXXX? | As above | X days | | | | | | | | | | | | | | | | | | | | | | |
| MC | Registration Desk | As above | X days | | | | | | | | | | | | | | | | | | | | | | |
| 75. | Simply Energy | 9.2 | Process | AEMO must impose additional requirements/obligations on a deregistered MC and ENM, e.g., to provide relevant data to other parties similar to failed retailer obligations in RoLR. | AEMO will consider all impacts on the market before a de-registration is approved. However, AEMO has no power to impose requirements on de-registered service providers. | | | | | | | | | | | | | | | | | | | | |
| 76. | United Energy | 9.1.1 | Embedded Network Manager | Has AEMO considered a scenario where the only ENM operating in a jurisdiction or geographic region applies for a de-registration OR ceases operations. Is there a concept of ‘ENM of Last Resort’? | If an ENM applies for de-registration, the Exempt Embedded Network Operator will need to appoint another ENM. There is no concept of ENM of last resort. See also comment #1 | | | | | | | | | | | | | | | | | | | | |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--|----------------|--|--|--|
| | | | | UE assumes that from 1 December 2017, it will no longer have to maintain any capabilities to manage Embedded Network Child sites. | <p>DNSPs may currently be involved in two areas of activity related to EN child connection points.</p> <ol style="list-style-type: none"> 1. Issuing and registering NMIs and managing NMI status for child connection points. 2. Operating in the roles of RP, MP and MDP. <p>Activity area 1 will no longer be the responsibility of the DNSP after 1 December 2017. The ENM will manage these activities.</p> <p>However for activity area 2, unless the DNSP, as initial MC (formerly RP), MP or MDP has been replaced by new participants after 1 December 2017, the DNSP will remain in those roles.</p> |
| 77. | Energex Limited | 9.1.1 | Embedded Network Manager | Consideration has not been given to embedded child NMIs affected by the deregistration of their parent NMI MP, MDP or ENM. The child NMI, customer, MP, MDP could all be compliant but will be impacted by the deregistration (and any disconnection of supply). | When a party is de-registered, the responsible appointer would appoint another party to the role in order to maintain continuity of service to any affected NMI. See also comment #1. |
| 78. | Ergon Energy | 9.1.1 | Embedded Network Manager | Child NMIs must be taken into consideration. The child NMI, customer, MP, MDP could all be compliant but will be impacted by the deregistration or the parent, MDP, MP or Embedded Network Manager. | |
| 79. | Aurora, Active Stream, Energy Australia, Simply Energy & AGL | 9.2.1 | All Applicants | The AEMO registration desk would be a more appropriate contact point for all parties as a starting point. | AEMO's Registration Desk only deals with the registration of Registered Participants. |
| 80. | Active Stream | 9.1.3 | Metering Coordinators | Seeking clarification why the MC application varies. Suggest this section should be removed and the MC should be included in 9.1.2 | MCs are Registered Participants. MPs MDPs & ENMs are not. |
| 81. | Select Solutions | 9.2.3 | AEMO Review of Application | Perhaps consideration should be given to the particular notification or process or advice that should occur or be given to the affected party once the breach no longer exists, or as part of the remediation plan, the breach has been resolved | AEMO does not understand this submission, as section 9.2.3 is no about breaches. |
| 82. | Simply Energy | 9.2.3 | AEMO Review of Application | The reference to 30 days is assumed to be calendar and not business? | It is calendar days. The term is now italicised. |
| 83. | EnergyAustralia & AGL | 9.2.3 | AEMO Review of Application | <p>There is emphasis on the functions of an ENM in a deregistration process but not of the MC/MP/MDP.</p> <p>An ENM deregistration is no different to an ENM terminating its contract with an ENO, who is responsible for appointing another ENM and ensuring handover.</p> <p>The market should be more concerned about the provision of metering services than ENM services. It does not seem necessary for the same conditions to be placed upon an EMN de-registering, given that the obligation to appoint the ENM sits with the ENO to ensure those aspects are managed. Since an ENM is not likely to have an ongoing daily operational role the changeover is unlikely to have a substantial impact on market operations.</p> <p>However, there are substantial operational issues associated with the changeover of an MC/MP/MDP and these should be contemplated in the conditions of deregistration. Therefore it is more important to ensure that there are obligations on MCs, MPs and MDPs to ensure that service is continued through their process for deregistration as they do have ongoing daily operational roles.</p> | Agreed. |
| 84. | Ergon Energy | 9.2.3 | AEMO Review of Application | In the second paragraph; the "proposed" date of deregistration, should refer to the "preferred" date of de-registration to ensure consistency with 9.2.1, and the remainder of 9.2.3. | Agreed. |
| 85. | Pacific Hydro, Simply Energy & Aurora | APPENDIX A & B | Notice Of Breach & Metering Coordinator Default Notice | The 7 days referred to here are calendar or business days? Reference to timing in other clauses in the procedure is to business days. | Clause 7.4.4 of the NER specifies the 7-day period as calendar days. |
| 86. | AGL, Aurora & EnergyAustralia | APPENDIX A | Notice Of Breach | <p>As a general comment:</p> <ol style="list-style-type: none"> 1. The notices should also list who has received copies of the notice; 2. The notices could be simplified substantially by identifying the breaching party once on the notice and referring to them as 'the party' throughout the notice; 3. Beach notices should be uniquely identified; <p>Applicable market Participant ID s should be clearly stated.</p> | <p>Agreed.</p> <p>AEMO intends to redraft the notices and tabulate the information contained in them so that the variables appear more prominently.</p> <p>The Notice of Breach has been restructured in this way. If participants consider this to be a better form of notice, AEMO will restructure the others in a similar way following the conclusion of this consultation.</p> |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
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|------|---|----------------------|------------------|---|---------------|
| 87. | Active Stream | APPENDIX A | Notice Of Breach | The volume of participants in the new world will increase as afforded by an innovative commercial world. Breach notices are also assumed to increase proportionally. To allow a continuity of information/communication the breaches should have a unique identifier for reference. That is all communications pertaining to a specific breach should use that number as a reference. Align the timeframe with earlier sections of this documents. That is, from the date of issue not from the date of receipt. | |
| 88. | Active Stream | APPENDIX B, C, D & E | Various | Communications pertaining to a specific breach should use a unique identifier assigned to the breach as a reference. | |
| 89. | AGL, Simply Energy, EnergyAustralia & Aurora | APPENDIX B, C, D & E | Various | Reference unique breach identifier Communication must include addressee's applicable participant ID(s) | |

Table 3 – Exemption Procedure – Metering Installation Malfunctions

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below.

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--|-------------------|--------------|--|---|
| 1. | Select Solutions | 1 | Introduction | Is there a definition of what constitutes a meter malfunction that could be included into the introduction? | The definition of a 'metering installation malfunction' can be found in Chapter 10 of the NER. AEMO expects participants to know where to find NER-defined terms. These procedures do not replicate NER content. |
| 2. | AGL, Aurora, EnergyAustralia & Simply Energy | 1, 2.1, 2.3 & 2.5 | Various | <p>While the current MC should be responsible for submitting and managing any applications and providing updates, the exemption should sit with the MP/MDP at the metering installation.</p> <p>It is quite possible for an MC to be churned during an exemption rectification process and it seems unnecessarily inefficient to require a new MC to commence making an application for a known issue which has already been submitted (and likely approved) for consideration.</p> <p>The concept that the MC and MP/MDP are linked at all times is an outmoded concept in the framework of metering competition where there will be multiple commercial arrangements which will move around frequently.</p> <p>The NER requires the MC to obtain an exemption (7.8.10) but later requires the Metering Provider (7.8.20(c)) to provide the rectification plan. The Rule does not state that the exemption is issued to the Metering coordinator but rather must be obtained by the MC. Therefore, the procedure can allocate the exemption to the MP.</p> <p>The exemption by definition grants the Meter Provider and the Meter Data Provider an exemption from meeting market and contractual obligations while the issue is being rectified.</p> | <p>The NER states that the application for exemption must be made by the MC for a connection point. AEMO interprets this to be the Current MC. If AEMO grants the exemption, logically and legally, the only participant to whom exemption may be granted is the Current MC.</p> <p>AEMO recognises that the MP must provide the rectification plan after the grant of the exemption, but that in no way suggests that the appropriate participant to whom the exemption should be granted is anyone other than the Current MC.</p> <p>If the rule had intended for the exemption to be as fluid as suggested, the rule would have stated as much.</p> <p>If any participant thinks that the exemption should be granted to the MP/MDP, or any other participant for that matter, AEMO recommends that they submit a rule change proposal to the AER to that effect.</p> <p>That is not what the NER currently require or permit.</p> |
| 3. | United Energy | 1 | Introduction | Given that UE as an initial MC cannot seek to restore a metering installation to be compliant, will AEMO be chasing outstanding exemptions sought that remain unrectified for example where the FRMP or MC churn and the new party is not aware of the issue? | AEMO considers it reasonable to expect that the process to deal with a metering installation malfunction rectification will accommodate the possibility of a retail transfer shortly following the notification required in 11.86.7 of the NER, and that it would not require any chasing up from AEMO. |
| 4. | Active Stream | 1 | Introduction | <p>For small customer's metering malfunction resolution, 10 bus days is not enough if the investigative process is not allowed. 4 bus day notification has to be provided to the customer especially if there is to be an interruption of supply. In all likelihood a MP will not visit the site to investigate a metering malfunction and walk away if a meter needs to be replaced because they have not allowed the 4 bus days notification. They will build the 4 bus days into their process.</p> <p>The process involves: Identify the malfunction, notify Retailer of meter fault (B2B), retailer may raise a Change of roles, retailer raises B2B SO, MP schedules work, retailer advises customer of planned notification interruption (allow postage delivery). In most cases, the MP will realise at scheduling work stage the timeframes will not be met to allow for customer notification and they'll have to inform the MC for an exemption.</p> | <p>The timing requirements for rectification are in the NER, AEMO cannot extend them.</p> <p>AEMO expects MCs and MPs to understand and demonstrate their knowledge of the NER requirements for metering installation malfunctions. If the current timing requirements are considered to be insufficient, participants are invited to submit an appropriate rule change proposal to the AEMC to have the NER amended.</p> |
| 5. | Aurora | 1 | Introduction | <p>General comment:</p> <p>If this procedure is to include T4a exemptions as an existence of a metering installation malfunction, this should be discoverable and available to all the related parties at the site (MC, MP, MDP, FRMP,LR and LNSP) as well as any prospective MC or Retailer, it is therefore suggested that a Type 4a reason code should be stored in MSATS as a means for any party to identify if a T4a is customer opt out or Comms issue.</p> | <p>This procedure does not cover applications for exemption from the requirement to comply with NER clause 7.8.3(a).</p> <p>MSATS discoverability has been dealt with in Package 1.</p> <p>Please see Appendix A – Tables 6-8 – Line 192.</p> |
| 6. | United Energy | 1 | Introduction | <p>At the AEMO POC meeting on 25 Oct 16 a participant said that a meter malfunction did not include a communications failure. UE do not believe this to be correct, where a communication component in the meter fails and the issue cannot be rectified without replacing that component or without replacing the meter, then this exemption would apply consistent with the meter malfunction definition which applies from 1 Dec 2017 which includes anything that prevents the collection of energy data from the meter.</p> <p><i>The full or partial failure of the metering installation in which the metering installation does not:</i></p> <p><i>(a) meet the requirements of schedule 7.4; or</i></p> <p><i>(b) record, or incorrectly records, energy data; or</i></p> <p><i>(c) allow, or provides for, collection of energy data; or</i></p> <p><i>(d) in the case of a small customer metering installation, meet the requirements of schedule 7.5.</i></p> <p>It would be useful if AEMO clarified the arrangements so that some of the interested industry participants at least have a consistent understanding of how this is intended to work. UE do agree with the concept that this exemption is not the 4A exemption process where a customer has refused or no telecommunication network is available.</p> | AEMO agrees that the scenario provided by UE would be a metering installation malfunction. |
| 7. | Secure Meters | 1 | Introduction | Nowhere in the document does the exemption process cover off the handling of exemptions on a Parent NMI of an embedded network or a Child NMI as an exemption on either will affect the settlement of Parent NMI | This procedure refers to metering installations, not NMIs. Hence, there is no need for clarification as it does not discriminate between different types of NMI. |
| 8. | Select Solutions | 1 | Introduction | There is no longer a mention of rectification of discrepancies with the meter register and actions in respect of metering transformers installed prior to 13 December 1998? Where are these captured in respect of meter malfunctions that may or may not require exemptions? | It is no longer in this document because it is not relevant to the subject matter of this procedure, which is only dealing with metering installation malfunctions. The exemption referred to here is provided in NER clause 7.12.2 and AEMO does not propose to issue a procedure or guideline in respect of that. |

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|------|---|-----------|------------------------|---|---|
| 9. | Active Stream | 1 | Introduction | <p>Clause 7.8.10 (d): A <i>Registered Participant, Metering Provider or Metering Data Provider</i> who becomes aware of a <i>metering installation malfunction of a metering installation</i> that cannot be rectified within the applicable timeframes as specified in paragraph (a) must notify the <i>Metering Coordinator</i> of the <i>metering installation malfunction</i> within 1 <i>business day</i>.</p> <p>Identifying a metering installation malfunction – when does the industry determine that a metering installation malfunction has been identified? Does this timeframe allow some investigative process? Is it:</p> <ul style="list-style-type: none"> - When remote communications fail with a meter? Is this day 1? - When an MPB receives a meter alarm? - Once a technician has attended a suspected fault? <p>In the small customer space the meter volumes for participants would be x100000's. For example, a comms failure may identify a fault but this will not be known without an investigation. In the small customer space, if the MC was to be advised for every comms failure without an investigation, they and AEMO would be inundated with exemptions and unnecessary administrative handling which may be rectified prior to the completion of the exemption process.</p> <p>Recommend a clarification of the process is required and possibly re-engineering to align with the true objective of the NER</p> | <p>The requirement that notification of a metering installation malfunction must occur within 1 business day has not changed from what the NER currently require.</p> <p>It is for the participants named in NER clause 7.8.10(d) to ensure that they have appropriate arrangements in place to facilitate the timely reporting of metering installation malfunctions. The requirement is to notify the MC within 1 business day of becoming aware of the malfunction.</p> <p>For a communications failure to meet the definition of a metering installation malfunction, it has to occur within the metering installation. See the definition of 'metering installation malfunction'.</p> |
| 10. | Active Stream | 1 | Introduction | <p>For instances where a metering installation malfunction exemption has been granted, this should be available to current/incoming related parties.</p> <p>Not having visibility to the provision of an exemption:</p> <ul style="list-style-type: none"> - May inundate the MC with notifications from multiple parties (clause 7.8.10 (d)) <p>May have direct implications on services the customer is advised of/provided and complicate an otherwise straightforward process.</p> | <p>It is for the participants named in NER clause 7.8.10(d) to ensure that they have appropriate arrangements in place to facilitate the timely reporting of metering installation malfunctions and the grant of any exemptions in respect of their rectification.</p> <p>The MC is the 'coordinator' of metering issues at each connection point; this is what it is supposed to do – coordinate!</p> |
| 11. | AGL & Aurora | 1.1 | Purpose and Scope | <p>The existence of a metering installation malfunction should be discoverable and available to the related parties at a site (MC, MP, MDP, FRMP, host retailer and LNSP) as well as any being discoverable to any prospective MC or Retailer, as this could impact any proposed provision of service to the customer.</p> | <p>AEMO does not consider that the existence of a metering installation malfunction exemption could materially impact on a proposed provision of service to a customer by a FRMP, LR or LNSP. As the exemption process is an existing requirement, AEMO is interested in receiving any examples of where a metering installation malfunction exemption has materially impacted on a proposed provision of services for these three market roles.</p> <p>The NER framework for appointment of service providers provides both an incentive and ample opportunity for MCs, MPs and MDPs to consider the management of current exemptions and provision of information to new parties at a metering installation in their commercial agreements.</p> |
| 12. | Ergon Energy (retail) | 1.1 | Purpose and Scope | <p>EEQ considers that this document could benefit from an additional context to clarify that a metering installation malfunction does not include notification to AEMO where there is a failure of a telecommunications network.</p> | <p>AEMO expects MCs and MPs to understand the definition of a metering installation malfunction and to apply for exemptions on that basis. A failure for a telecommunications network does not meet the definition of a 'metering installation malfunction'.</p> |
| 13. | AusNet Services, Select Solutions Endeavour Energy, SA Power Networks, Ergon Energy (retail), Energex Limited & United Energy | 1.1 & 2.1 | Purpose and Scope | <p>The LNSP as initial MC is excused from using the exemption process and the appointed MC must use that process if the meter has not been fixed within 10 bus days.</p> <p>The Procedure does not make it clear that the obligation is on the appointed MC who may not yet be appointed as MC in MSATS. As such we request that AEMO clarify this.</p> <p>The NER makes it clear in 11.86.7 (g) that the current MC is not obliged to comply with 7.8.10 (2), rather the current MC must notify the current FRMP who must appoint an MC and the appointed MC must comply in accordance with 11.86.7 (i). This issue has been raised several times in the AEMO POC working group meetings and should be clearly spelt out in the drafting in clause 2.1. It is misleading for AEMO to only refer to some NER clauses and not others.</p> | <p>The NER states that the application for exemption must be made by the MC for a connection point. AEMO interprets this to be the Current MC, except where the Current MC is appointed under NER clause 11.86.7(a) or deemed to be appointed under NER clause 11.86.7(c) in respect of a type 5 or 6 metering installation AEMO has amended the procedure to clarify this point.</p> <p>It should also be noted that no one can apply for an exemption until they are become the MC for a connection point. That does not happen until they become the Current MC.</p> |
| 14. | Aurora | 1.3 | Related AEMO Documents | <p>Hyperlink does not work – unable to open glossary</p> | <p>They will work by the end of this consultation.</p> |
| 15. | Origin Energy, Acumen | 2.2 | Timing of Application | <p>With an increased number of COMMS4 metering installed there will be an increased volume of exemptions required based on current exemptions percentages on meters installed. The submission timeframe should be extended to 20 Business Days for sites with a SMALL NMI Classification.</p> <p>This will place critical timing impacts on both the MC and AEMO to manage the exemption process within the obligated timelines.</p> <p>With mass market customers there will be an increased need to coordinate any site investigations with customers. Identifying the issues, contacting the customer and setting up an appointment for a site visit would mean that be more</p> | <p>AEMO does not consider a 20-business day timeframe for submission of applications to be feasible in light of the rectification timeframes in NER clause 7.8.10.</p> <p>If the current timing requirements are considered to be insufficient, participants are invited to submit an appropriate rule change proposal to the AEMC to have the NER amended.</p> |

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| | | | | achievable to have a 20 business day timeframe for the exemptions submission as it will reduce the unnecessary exemptions that will otherwise be resolved within 20 days There is also much lower financial risk to participants of substituted data for 20 days which can be based on previous customer consumption from the COMMS4 meter. | |
| 16. | Origin Energy | 2.3 | AEMO's Determination | With the increased volumes of exemptions submitted the 2 business day timeframe to acknowledge and then approve seem unnecessarily tight. It would seem that a 5 business day timeframe for the AEMO assessment would seem more achievable, without increasing any risk to the process. | Agreed. |
| 17. | EnergyAustralia , Select Solutions, Aurora & Pacific Hydro | 2.5 | Grant of Exemption | We believe that these clauses (a) to (c) are incorrect as the NER (CI 7.8.10(c)) requires the Metering Provider, not the MC, to provide a rectification plan to AEMO: (c) If an exemption is provided by AEMO under this clause 7.8.10 then the <i>Metering Provider</i> must provide AEMO with a plan for the rectification of the <i>metering installation</i> . (i.e. this NER clause indicates that the exemption is associated with the Metering Provider and not the MC) | The reference to the rectification plan in section 2.5 has been amended to refer to a draft of the MP's rectification plan. |
| 18. | Acumen | 2.5 | Grant of Exemption | If the requirement to rectify timeline extension is not considered, will AEMO be able to manage the large volumes in the timeframe committed? | AEMO has no power to extend the rectification timelines. If the current timing requirements are considered to be insufficient, participants are invited to submit an appropriate rule change proposal to the AEMC to have the NER amended. |
| 19. | AGL, EnergyAustralia & Endeavour Energy | 2.7, 2.8 & 2.9 | Various | Noting clause NER 7.8.10(c), this clause 2.7 and clauses 2.8 and 2.9 need revision. The MC should monitor and manage the MP in making rectification, but the obligation and responsibility lies with the MP. There is no obligation to ensure affected parties, in particular those not contracted to the MC, but which are financially affected, be kept informed of the situation. | Agreed, partly. Sections 2.8 & 2.9 have been amended to reflect more clearly that the rectification plan expected to be submitted is a draft of the MP's plan, and that the MC's role after an exemption is granted is to ensure that rectification occurs in accordance with that plan. As the Current MC is the 'owner' of the exemption, and as AEMO expects the Current MC to have entered into agreements with affected participants, AEMO expects those participants to have sufficient nous to ensure that notices of malfunctions be provided to them under those agreements. |
| 20. | AGL, Simply Energy & Aurora | 2.9 | Expiry of Exemption | The change of MC (without a change of MP or metering installation) should not void the exemption. Further, the list of possible reasons for expiration should be reviewed and the introductory sentence clarify than any criteria will trigger the expiry of the exemption. The use of 'and' between (c) and (d) implies that both criteria must be met. AGL understand the list of reasons are individual, rather than linked, so the word and should be replaced by or . Again AGL notes that it does not believe that the MC is the owner of the exemption but rather the MP is. | The application is granted to the Current MC and AEMO has no power to transfer it to anyone else. Further, the list of possible reasons for expiry is predicated on the ' earliest of ' of one of those occurring. Hence, there can be no confusion that the 'and' between paragraphs (c) & (d) suggests that both need to be met. |
| 21. | Energy Australia, Active Stream | 2.9 | Expiry of Exemption | EA believes that <ul style="list-style-type: none"> an exemption should cease once the MP has confirmed that the faulty metering component or metering installations is replaced/rectified. the change of MC (without a change of MP or metering installation) should not void the exemption. MP should be the owner of the exemption, not the MC. | AEMO agrees with the first dot point and that is what the procedure requires (see section 2.9(a)). The expiry of an exemption upon a change in MC is a natural consequence of how NER clause 7.8.10 is drafted. AEMO has no power to grant the exemption to another participant. If any participant thinks that the exemption should granted to the MP/MDP, or any other participant for that matter, AEMO recommends that they submit a rule change proposal to the AER to that effect. |
| 22. | Aurora, EnergyAustralia | 3.2 | Contents | 3.2(e) any planned shutdown or outage periods – as this is a fault scenario does the 4 day customer outage notification still come in to effect? If so the 10 business days rectification before application is unlikely and therefore excessive amounts of applications would need to be created | The customer outage notification period arises under the NERR. AEMO is not in position to advise participants on its application and interaction with the requirements under NER clause 7.8.10. |
| 23. | EnergyAustralia | 3.2 | Contents | The rectification plan needs to account for other regulatory requirements and timings that relate to rectifying meter installations. | Noted, but that is not a matter that AEMO can require. It is for participants to know and understand the regulatory framework within which they operate and to take into account requirements from multiple regulators. This is not something that AEMO can do anything about. |
| 24. | VectorAMS, Simply Energy | | General Comments | All expressed concerns over the implications of obligations introduced under POC (NERR) related to notification to customers of a pending supply interruption. These obligations will result in delay to attending any meter malfunction and makes it unlikely that a Metering Provider will be able to address a Meter Installation malfunction within the 10 days required under the rules. As a result the MP's will be obliged to apply for an exemption from AEMO for every suspected meter malfunction. Below is a table that demonstrates the typical process leading up to a site visit for a MP. Key Assumptions: <ul style="list-style-type: none"> To avoid costs of multiple visits MP's must assume that a supply interruption will be necessary when attending a suspect Meter Malfunction. Notice to Customer of a Supply Interruption of minimum 4 days must be provided (NERR). Australia Post SLA for delivery is 1-4 business days using priority post, 1-6 business days using normal postage. | AEMO has considered it and notes that it has no power to extend the rectification timelines. If the current timing requirements are considered to be insufficient, participants are invited to submit an appropriate rule change proposal to the AEMC to have the NER amended. AEMO also notes that the example provided by Vector suggests that important notices to customers would be sent by ordinary post that could take up to four days to be delivered. AEMO finds it extraordinary that a participant would use such a delivery method when there are more efficient methods available and most end users would have an email address or mobile phone to receive text message? |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|-----------|---|--|--|--|-------|---|-------|---------|-------|---|-------|--|-------|-----------------------|-------|-------------------------|-------|-------------------------|-------|-------------------------|-------|--|--------|--|--------|--|--------|--|--------|--|--------|--|---|
| | | | | <table border="1"> <thead> <tr> <th colspan="2">Typical Meter fault remediation process</th> </tr> </thead> <tbody> <tr> <td>Day 1</td> <td>MDP recognises Failure (could be comms)</td> </tr> <tr> <td>Day 2</td> <td>Monitor</td> </tr> <tr> <td>Day 3</td> <td>Report to Retailer advising of fault, site visit is required and Meter exchange maybe required (Customer outage)</td> </tr> <tr> <td>Day 4</td> <td>Retailer prepares Letter advising Customer of outage from day 14. Rules require min 4 days notice.</td> </tr> <tr> <td>Day 5</td> <td>Mail house dispatches</td> </tr> <tr> <td>Day 6</td> <td>Australia post delivery</td> </tr> <tr> <td>Day 7</td> <td>Australia post delivery</td> </tr> <tr> <td>Day 8</td> <td>Australia post delivery</td> </tr> <tr> <td>Day 9</td> <td>Australia post delivers Notice of outage, MC must request exemption from AEMO for further period (10 days?).</td> </tr> <tr> <td>Day 10</td> <td>Minimum Customer Notice Period commences</td> </tr> <tr> <td>Day 11</td> <td></td> </tr> <tr> <td>Day 12</td> <td></td> </tr> <tr> <td>Day 13</td> <td>Minimum Customer Notice Period completes</td> </tr> <tr> <td>Day 14</td> <td>MP visits site to rectify fault – Meter Exchange is assumed to be required.</td> </tr> </tbody> </table> <p>This procedure indicates AEMO will respond to a exemption request within 2 business days. AEMO needs to be resourced appropriately to handle the volume of exemption requests that are expected as a result of the rules and obligations. Suggest that perhaps AEMO puts in place a streamline approval process for the first exemption.</p> | Typical Meter fault remediation process | | Day 1 | MDP recognises Failure (could be comms) | Day 2 | Monitor | Day 3 | Report to Retailer advising of fault, site visit is required and Meter exchange maybe required (Customer outage) | Day 4 | Retailer prepares Letter advising Customer of outage from day 14. Rules require min 4 days notice. | Day 5 | Mail house dispatches | Day 6 | Australia post delivery | Day 7 | Australia post delivery | Day 8 | Australia post delivery | Day 9 | Australia post delivers Notice of outage, MC must request exemption from AEMO for further period (10 days?) . | Day 10 | Minimum Customer Notice Period commences | Day 11 | | Day 12 | | Day 13 | Minimum Customer Notice Period completes | Day 14 | MP visits site to rectify fault – Meter Exchange is assumed to be required. | As for AEMO's response time, see comment #16. |
| Typical Meter fault remediation process | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 1 | MDP recognises Failure (could be comms) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 2 | Monitor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 3 | Report to Retailer advising of fault, site visit is required and Meter exchange maybe required (Customer outage) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 4 | Retailer prepares Letter advising Customer of outage from day 14. Rules require min 4 days notice. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 5 | Mail house dispatches | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 6 | Australia post delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 7 | Australia post delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 8 | Australia post delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 9 | Australia post delivers Notice of outage, MC must request exemption from AEMO for further period (10 days?) . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 10 | Minimum Customer Notice Period commences | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 13 | Minimum Customer Notice Period completes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Day 14 | MP visits site to rectify fault – Meter Exchange is assumed to be required. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25. | AGL, Active Stream & Energex Limited | 1.1 | Purpose and Scope | AGL queries why the procedure describes the MC as the 'Current MC'. By definition the MC is 'the current MC'. | By definition, the Current MC is the participant recorded as the MC for a connection point in the NMI Master Record. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26. | Endeavour Energy | 2 | Application Process | Procedure improvement: A diagram would help to explain the application process. We suggest that the diagram shown in clause 4.1.1 of the current procedure, or similar, be added to this procedure. | AEMO does not consider that a diagram is necessary as the process is simple and clearly laid out in words. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27. | Secure Meters | 2.3 | AEMO's Determination | For consistency AEMO should be must and not will. | Agreed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28. | Ergon Energy & Ergon Energy (retail) | 2.4 & 2.5 | Matters taken into Consideration & Grant of Exemption | Ergon Energy strongly recommends that <i>Force Majeure</i> events also be taken into consideration. Where such events occur, MCs should be able to provide a request for a 'blanket' exemption that covers the region of the event, as it will be impossible to provide details for potentially thousands of impacted NMIs. | <p>AEMO does not understand the relevance of events of <i>force majeure</i>. An act of God, for example, will not necessarily lead to a metering installation malfunction unless the metering installation itself exhibits one or more of the outcomes specified in the definition.</p> <p>Hence, unless every metering installation in an area exhibited a characteristic that met the definition of a 'metering installation malfunction', AEMO does not foresee the need for a 'blanket' application.</p> <p>Section 2.4(c) is flexible enough to give AEMO discretion to take into consideration the impact that of natural disaster on the MC's ability to meet the rectification timeframes in NER clause 7.8.10(a).</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29. | Energy Australia, AGL | 2.4 | Matters taken into Consideration | This should also indicate that no unsuccessful previous exemption application will be taken as a binding precedent. Each application must be assessed individually on its own merits. | AEMO considers that the section already does this. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30. | Energex Limited, Ergon Energy | 2.5 | Grant of Exemption | There was confusion about the commencement date of an exemption at the workshop held on 25 October 2016. The draft procedure states that it will commence on the date AEMO received the application, but AEMO commented it would only commence when approved and could not be made retrospective. This situation would leave MCs liable for breaches for an unknown period while waiting for approval. MCs would also need to seek a letter of "no action" from the AER to cover the approval period. Energex therefore seeks confirmation that the exemption will commence on the date the application is received by AEMO as per the draft procedure. | The date the application was received by AEMO is the commencement date of the application. This is because the Current MC will not be in breach of NER clause 7.8.10 until the rectification period in paragraph (a) expires. Hence, it is incumbent on applicants to get their applications in by the last day of the relevant period. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31. | Active Stream | 2.5 | Grant of Exemption | <p><i>If AEMO grants an exemption, it will commence on the date that AEMO received the application.</i></p> <p><u>Suggest the following re-wording of the above:</u></p> <p><i>An exemption granted by AEMO will commence on the date that AEMO received the application.</i></p> <p>However, why is the exemption from the day of receipt? There are 2 alternative options:</p> <ul style="list-style-type: none"> - If it is assumed that the MP/MC is compliant for the first 10 bus days then apply an exemption from the 11th bus day of identifying the malfunction and not the date of receipt or | <p>Agreed on the redraft.</p> <p>As for the alternatives, AEMO agrees that the last day on which an application can be submitted so that the Current MC is not in breach of NER clause 7.8.10 is the last day of the rectification period in paragraph (a) of that clause. It is up to each applicant to determine when they will actually submit that application.</p> <p>The date of receipt is a date that AEMO can verify.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|---|------------|--|--|---|
| | | | | - Since the Malfunction Identified Date is a field in the application form this should be the date the exemption applies Suggest that the exemption will be effective from the date the malfunction was identified. (a field in the proposed Appendix A – Application form) | |
| 32. | Active Stream, AGL, EnergyAustralia & Secure Meters | 2.6 | Application Unsuccessful | (b) The malfunction referred to in the application does not constitute a metering installation malfunction. Suggest AEMO provide a list of 'malfunction' which will not constitute a metering installation malfunction. This will provide a guideline to participants to mitigate any unnecessary exemption submissions. | AEMO will not be including any examples of what is or isn't a metering installation malfunction in the procedure. |
| 33. | Aurora, CitiPower/ Powercor, Energy Australia, United Energy, SA Power Networks | 2.8 | Current MC's Obligations during the Exemption Period | Aurora Energy would like to note that the MC has no obligation to advise affected parties of updates or changes to the rectification, Aurora Energy would like this be made an obligation by the MC. | Agreed, partly. The Current MC now has an obligation to notify all affected participants of the grant of the exemption. AEMO does not consider that an obligation to notify any other person is warranted. |
| 34. | AGL, Aurora, EnergyAustralia & AusNet Services | 2.6 | Application Unsuccessful | Clause 2.6 indicates that an application may be rejected if sufficient information is not provided in the application, however, clause 2.3 indicates that AEMO may request additional information. It seems inconsistent to suggest that an application may be rejected for insufficient information. Rather, it seems that the application may be rejected if the appropriate criteria are not met or information is not provided after a request. | What was intended was that incomplete application forms would be rejected. The section has been amended to deal with that issue, and with the failure to provide any requested information. |
| 35. | Pacific Hydro | 2.8 | Current MC's Obligations during the Exemption Period | In clause (b) should affected participants (e.g. FRMP, MDP, LNSP), other than AEMO, also be kept informed of the rectification plan? | Agreed. They should. |
| 36. | Endeavour Energy | 2.8 | Current MC's Obligations during the Exemption Period | Procedure improvement: Clause 2.5 states that AEMO may revoke an exemption. For completeness the date when AEMO revokes an exemption should be added as clause 2.9.e | Agreed. |
| 37. | AGL & Active Stream | 2.9 | Expiry of Exemption | Why does the exemption not cease when the faulty metering component or metering installations is replaced, as well as rectified. | The exemption does cease once the faulty has been rectified. |
| 38. | AGL & Ergon Energy (retail) | 3.2 | Contents | It is noted within this section that a shutdown may be required to rectify a metering installation. Depending on the customer requirements, it may not be possible to schedule a shutdown for a period, and in the case of small customers, without 4 b/days' notice, unless by agreement. As such, it is quite possible that any rectification plan may initially be high level and refined after assessment of the issue contact with the customer. This should be allowed for in the process. | There is nothing to prevent the submission of either a high level draft or a draft with indicative timing. AEMO wishes to understand that the MC and MP are genuinely working on a plan for rectification. |
| 39. | Red/Lumo | 3.2 | Contents | Red and Lumo query whether AEMO require planned shutdown or outage periods for small customers. We recommend that clause (e) is redrafted to be specific that the rectification plan has considered the impacts on customers and the planned outage requirements that are placed on distributors and/or retailers for the interruption of a customer (see new NERR 59C as example). | AEMO does not see how this is a relevant consideration. This is a matter for the distributors and retailers to manage outside of this procedure. |
| 40. | Endeavour Energy | APPENDIX B | Application for Extension | Procedure improvement: The extension application should include a section that is similar to section 12, 13, 14 and 17 of the exemption application because these matters may have changed and should be considered in determining the extension application. | Agreed. |
| 41. | Endeavour Energy | APPENDIX A | Application for Exemption | Procedure improvement: Section 12 of the exemption application should also include the NSP2 because they would be an impacted participant that needs to be considered and notified. | Agreed in concept. An entry for "Other" has been added. |
| 42. | AGL | | General issue with procedure | The overall AEMO procedures as described, when applied to the mass market, are unclear in the necessary process for identification of fault, rectification of fault and notice of fault to the MC and application for exemption. Further, it is likely that most meter faults in the mass market will be resolved by changing the meter, which will require an interruption notice to be issued to a customer, which will not be achievable within 10 business days. The number of faults, reporting of faults and requests for exemptions using the current processes are likely to inefficient and generate a lot of unnecessary additional work and requests for exemptions. A likely timeline for the identification of a fault, request for a service order from the retailer and issuing of an outage notice to the customer will take longer than 10 days. The result is that almost every mass market fault will have an exemption notice submitted prior to the end of the 10 day period. AGL suggests that both this procedure, the MDP SLP and the relevant Rules need review to ensure a more consistent and efficient process for the management of mass market meter faults. | As noted in response to a number of submissions, if participants consider that the application of NER clause 7.8.10 is inefficient, participants should submit an appropriate rule change proposal to the AEMC to have the NER amended. AEMO has no power to develop a procedure that is in breach of the NER. |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--|------------|-------------------------------------|--|--|
| 43. | Energy Australia Active Stream, AGL, Aurora, Simply Energy, EnergyAustralia & VectorAMS | | General Issue – 4a Exemptions | <p>Given the impact the 4a exemption type will have on various processes, we think it would be prudent to ensure this information was available and maintained in a location that can be used by incoming retailers so that they can quote customers correctly and efficiently.</p> <p>For instance</p> <ul style="list-style-type: none"> • in the case of a customer moving into premises whereby the previous tenant had a 'refusal' exemption, it would be more practical and efficient for the new retailer to offer the new customer an offer related to a comms enabled Type 4 meter (i.e. exemption not needed anymore). • In the case of a customer moving in premises whereby a communications failure exemption applies, it would be ideal for the retailer quoting the customer to be aware of this detail so that they can advise the customer of correct pricing relevant to a Type 4a meter. <p>Seeking confirmation that:</p> <ul style="list-style-type: none"> - type 4a meters are in scope with respect to this procedure - if a customer rejects remote access enablement of their meter – which may mean no connection to a telecommunications network – that this is still classified as a metering installation malfunction, according to the wording above. <p>If out of scope, seeking a procedure which would underline the exemption process for these meters.</p> | <p>This procedure does cover applications for exemption from the requirement to comply with NER clause 7.8.3(a).</p> <p>These submissions will be addressed as part of AEMO's response to the Exemption Guideline.</p> |
| 44. | Simply Energy | APPENDIX A | Application for Exemption | Simply Energy supports this form. | Noted. |
| 45. | Pacific Hydro, Red Lumo, Endeavour Energy | APPENDIX A | Application for Exemption | Suggest item 15 in the application read: 'Has the draft MP rectification plan been provided?' | AEMO has reformatted the application form. It now clearly states that the application will be rejected if the draft rectification plan has not been provided with the application. |

Table 4 – MSATS Procedures: National Metering Identifier Procedure

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below...

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--------------------------------------|-----------------|------------------------------|--|---|
| 1. | AGL | General Comment | | EN NMIs retained when the site moves back and forth from the market Continuing with the NMI in every case Not extinguish in every case What obligation on ENO if the NMI is live | ENO obligations are outside the scope of this procedure. AEMO suggests participant to refer to the NER and the NEL for details on ENO obligations. |
| 2. | Red Lumo | General Comment | | Red and Lumo would prefer that the Procedural elements of this document are included in the MSATS Procedure, consistent with the initial intent under the proposed framework, with the examples sitting in a guide for reference. As currently drafted, we have no concerns regarding the content of this Procedure. | This document now forms part of the MSATS procedures similar to the MSATS CATS, MSATS WIGS, and MSATS MDM. Please refer to the Glossary and Framework for more details. AEMO considers having examples in this document is necessary due to the high technicality of the procedure. |
| 3. | Shopping Centre Council of Australia | General Comment | | <ul style="list-style-type: none"> We support the treatment of the NMI Procedure within the MSATS Procedure. We note the ENMs responsibilities and obligations, including the responsible party for obtaining and allocating child connection point NMIs. We note that blocks of NMIs will be allocated to ENMs by AEMO. We note the NMI structure at section 3. This includes that NMIs must be an all numeric 10 character (no spaces) identifier. We the amendment to include ENMs for when AEMO allocates a block of NMIs (section 3 (a) (v)). We support that when a NMI moves from a distribution network to an embedded network (or vice versa), the NMI cannot be changed. We note the examples at sections 12 and 13, and note that these are a useful reference for ENMs. | Noted |
| 4. | AGL | 1.1 | Purpose and Scope | The NMI also provides the link to the relevant participants who have responsibilities at that connection point. It is about both data and roles and responsibilities. | AEMO has revised section 1.1 to include reference to the NMI Standing Data. |
| 5. | Aurora | | | 1.1 dot point 1 Positive identification of connection points; perhaps add "which also provides the link to the relevant participants who have responsibilities at the connection point". | |
| 6. | Pacific Hydro | 1.1 | Purpose and Scope | This document National Metering Identifier Procedure (Procedure) is an MSATS Procedure. It sets out the structure for National Metering Identifiers (NMIs) to be used in the National Electricity Market (NEM), and details metering Data streams for each category of metering installation and addresses the matters contemplated in clauses 7.8.2(d)(2), and 7.8.2(ea) (eb) & (ec) of the NER. It does not attempt to address Market Settlement and Transfer Solution (MSATS) issues in relation to network tariffs and billing data streams. Suggest the following rewording: The NMI is a unique identifier for each connection point within the NEM; an index against which other essential data can be managed. It is crucial to the accurate management of End User registration and transfer, connection point change control, and data aggregation and transfer. | This section describes the purpose and scope of the document, and is not for defining the NMI. The current paragraph is clear and fits the purpose of the section. The last sentence of section 1.1 has been broken up into two to improve readability. |
| 7. | Shopping Centre Council of Australia | 1.1 | Purpose and Scope | We note the ENMs responsibilities and obligations, including the responsible party for allocating child connection point NMIs. | Noted |
| 8. | Aurora | 1.3 | Related AEMO Documents | Link to Glossary does not work | The link to the Glossary is currently only a placeholder which will be effective from 1 December 2017. |
| 9. | CitiPower PowerCor | 2 | Allocation and issue of NMIS | When will AEMO publish the new NMI allocation blocks for ENMs and any consequent changes to LNSP NMI block allocation? CitiPower Powercor suggest block allocation by AEMO to the ENM on first request by the ENM of a new child NMI and that AEMO publish to the market the new allocation spreadsheet within 2 business days of providing the NMI block to the ENM. The industry has a strongly established process where LNSP's are assigned uniquely identifiable NMI's. it should remain the case, easily identifiable in MSATS, long established process where starting characters are geographically indetifiable, ENM NMI's will be a minority, small number. | The NMI Allocation List is part of the market readiness work stream. The NMI ranges will identify who has allocated the NMI but it will not identify who holds the current role. |
| 10. | United Energy | 2.1 | NMI Allocation by AEMO | Where is the NMI Allocation list? It should be clear which ENM has been allocated what number range? Ideally a list should form part of this procedure and be updated just prior to 1 Dec 17 with the allocations to the accredited ENMs. If a customer phones UE with a supply problem with a non UE NMI, this will allow UE to direct the customer to the correct ENM/EN contact. | |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| | | | | | |
|-----|--|-----|---------------------------------|---|---|
| | | | | AEMO needs to confirm whether UE as LNSP is able to search MSATS to work out the correct party for any NMI range? Will the block of NMIs assigned to an ENM be able to be used in any jurisdiction or will they be limited to one jurisdiction or be per approved embedded network ie limited to one location. | The matter has been referred to the System working group to ensure that participants will be able to find out details on the NMI ranges and who it is allocated to through the NMI ranges configuration table which is similar to other MSATS configuration tables, |
| 11. | Ergon Energy Queensland (Retail) | 2 | Allocation and issue of NMIS | Ergon retail suggests that the "Allocate NMI Process" should not be mandated where a NMI has been allocated outside of the B2B framework. This would alleviate the need for a retailer to raise a redundant service request where a registered electrical contractor provides the allocated NMI to a retailer on any supporting documentation | B2B framework is outside the scope of this Procedure. The NMI allocation process in the procedure has been drafted in accordance with the NER. |
| 12. | Select Solutions | 2 | Allocation and issue of NMIS | Pg 10. If an End User changes the physical location of the <i>connection point</i> , a new <i>NMI</i> must be allocated to the new <i>connection point</i> . The "old" <i>NMI</i> will be recorded as de-commissioned on <i>metering register</i> and the "new" <i>NMI</i> will be allocated accordingly. Question. If the location <i>physically</i> changes, should the clause stipulate that the old NMI be updated to "abolished" as the physical supply point is no longer available? | The comment is provided against the wrong section, instead it should be made against section 10 Rule 2. AEMO has restructured and redrafted section 10. |
| 13. | AGL & Active Stream | 2.1 | NMI Allocation by AEMO | Clause (d) needs update. NEMMCO agreed with VENCORP that NMIs in the range starting 5 were allocated to for the gas market. AEMO is now responsible for issuing both NMIs and MORN blocks and therefore has responsibility for all allocations. Therefore suggest delete everything starting with To avoid.... | Agreed. |
| 14. | CitiPower Powercor & SA Power Networks | 2.1 | NMI Allocation by AEMO | CitiPower Powercor views that the NMI allocation to the ENM should be such that, a NMI or block of NMIs bear no resemblance to those of the LNSP. CitiPower Powercor suggests this clause be re-written to provide the industry clarity and ensure these ENM NMIs are clearly identifiable. | Section 3(a) (iv) clearly specifies that there should be no embedded information in a NMI, hence the ENM NMIs will bear no resemblance with the LNSP NMIs. Blocks of NMIs will be reserved for each ENM by AEMO and NMIs will be issued upon request. The EN code is determined by the DNSP and assigned to the Parent NMI by the DNSP as per the MSATS and the ENM SLP procedures. |
| 15. | WINConnect | | | ENMs are a contestable service provider and not fixed to a geographic or network area. If a block of NMIs are assigned to an ENM, will these be restricted for use only with specified ENs (defined by EN ID), DB area, state, or no restriction? AEMO should also be allocating EN codes. | |
| 16. | CitiPower Powercor | 2.2 | Issue of NMIs by LNSPs and ENMs | CitiPower Powercor proposes modifying clause 2.2 (a) (ii) as follows: "The ENM must apply to AEMO for NMI prior to assuming responsibility for the child connection point. AEMO will either issue a NMI to the ENM for that child connection point from the ENM's allocated list or a unique NMI from an available range." | |
| 17. | Origin Energy | 4.1 | NMI Allocation | NMI Allocation for ENM must retain some link to the LNSP NMI structure. There is a high level of understanding across industry of NMI standards and structure and the numbering that indicates LNSP, maintaining this link with an ENM NMI will help industry participants and reduce unnecessary complexity. | |
| 18. | Active Stream | 2.2 | Issue of NMIs by LNSPs and ENMs | This section is not clearly articulated. If it is about the issuing of NMIs the clauses contained within should be rewritten. A FRMP can also request a NMI from ENM if the customer is within an EN and has approached them to be their retailer. a)(ii) the second sentence is not required. It is AEMO's internal process. | AEMO agrees with the addition of ENM to clause 2.2(a) (i). Clause 2.2(a) (ii) has been reworded and moved to section 2.1. |
| 19. | AGL | | | The process needs review. Basically it's: <ul style="list-style-type: none"> FRMP requests NMI from LNSP/ ENM LNSP / ENM Allocates NMI LNSP / ENM loads NMI to MSATS LNSP / ENM gets NMI/NMI block from AEMO <p>The clauses in this section are for separate processes – For instance AGL suggests that 2.2(a)(i) should state (i) The FRMP must apply to the relevant LNSP or ENM for a NMI prior....</p> <p>Clause (ii) should be deleted or located to another section or these should be a new clause covering both LNSPs and ENMs for application to AEMO for a NMI / NMI block. See CI 3(a)(v), which indicates an ENM may be allocated a NMI block.</p> <p>Also, clause (ii) – the ENM is responsible for the child connection (whether or not a NMI is assigned) and has a responsibility to register that child in the market.</p> | |
| 20. | United Energy & Simply Energy | | | Suggest that in 2.2 (a) (i) the reference to LNSP be amended to LNSP/ENM to reflect that service providers to exempt networks are also allocated NMIs. This drafting would be consistent with sub clause (ii) which refers to ENM. | |

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| 21. | WINConnect | 2.2 | Issue of NMIs by LNSPs and ENMs | <p>There are a number of existing examples where a host LNSP may allocate a NMI for a new off market child connection point without consultation with the ENM or ENO. In such circumstances, a metering point may be connected with a market meter and a NMI may be made active in MSATS without the allocation of an EN code.</p> <p>It is difficult for the LNSP to identify when a connection point is actually within and EN or not. It is not clear how an LNSP is to identify a particular service point as an EN child and even if they do, it's not clear how they identify who the ENM is.</p> <p>AEMO should consider these examples and the process for an LNSP when receiving and new connection service order or Allocation NMI service order for an embedded network customer in error.</p> <p>This should specifically consider the potential that a derogation on metering is extended in Victoria, as in that circumstance the LNSP is likely to facilitate metering to new connections.</p> | <p>Creating off-market child NMIs is outside the scope of the MSATS procedures.</p> <p>AEMO has added a new NMI status code of 'N' to MSATS as part of the Package 1 changes. The 'N' status applies when a child connection point is no longer settled in the market. Child NMIs can be identified in MSATS through the Embedded Network Code which is added in the Child Name field against the Child NMIs, this field is populated by the ENM as per the MSATS procedures.</p> <p>Service orders are related to the B2B procedures which is outside the scope of this consultation.</p> |
| 22. | Aurora & AGL | | | (d) All NMIs issued for <i>connection points</i> which become contestable after 1 January 2001 are required to be all numeric. States only numeric but wholesale NMI's are alphanumeric | The clause is talking about contestable connection points being numeric. Refer to clause (g) for the requirement that wholesale connection points being alphanumeric |
| 23. | Secure Meters & AGL | | | <p>In 3 Needs to be reworded and broken into 3 categories.</p> <p>(a) Transmission NMIs (WIGS)</p> <p>(b) Distribution and Embedded Network NMIs (CATS)</p> <p>(c) Historical NMIs</p> <p>The current phrasing and break up is contradicting and clauses conflict with themselves. For example in (a) NMIs are generally all numeric and you cannot use "O" and "I" are not permitted. Clause (g) supports the need of a restructure</p> <p>Clause (a) (iv) needs to be re-examined, as it this to remain, this stops AEMO of issuing any NMIs in blocks as issuing a NMI with prefix 1234 to network ABCD is a meaning.</p> <p>Clause (d) means that AEMO cannot do (a) (vi)</p> | Clauses 3(a) (v) and (vi) have been deleted as they are no longer valid and they were causing confusion in section 3. AEMO believes the restructuring of this section is not necessary as the deletion of the irrelevant clauses has added more clarity. |
| 24. | Active Stream & AGL | 5 | NMI Checksum | Clause 5(b) should be removed as this is a MSATS CATS requirement and clearly stated in the CATS procedure document. | Agreed. The NMI Checksum field requirement is clearly articulated in the Change Requests in the MSATS CATS and WIGS procedures. |
| 25. | Pacific Hydro | | | (b) The NMI Checksum is a mandatory field whenever on a Change Request is submitted to MSATS. by batch or through the browser NMI is manually entered into MSATS. In (c) there is nothing for item (iii). | In the clean version of the procedure item (c)(iii) appears correctly with contents |
| 26. | Acumen Metering | 6 | Datastream Suffix | This document should be considered a guideline only and not a procedure. Mandating the NMI suffix requirement would require a significantly more detailed procedure covering all current configurations with a mechanism to quickly update for all future configurations. | In the absence of any specific concerns AEMO does not see why the NMI Suffix requirements are inadequate. In any event AEMO considers that it has merely formalised the relationship between this procedure and MSATS. In other words this procedure was, technically, part of the MSATS suite of procedures. |
| 27. | Endeavour Energy | 6 | Datastream Suffix | <p>Procedure improvement: Clause 6.e currently reference service providers, e.g. metering providers and metering data providers, and this has been removed. For avoidance of confusion this should be added back in. We suggest that clause 6.e be reworded to:</p> <p>"The Datastream suffix is only used between Participants and service providers, and is not used in conjunction with the NMI Checksum. The Datastream suffix allows Participants and service providers to identify data at a sub-connection point level and to identify the individual sources of metering data to maintain necessary audit trails."</p> | A reference to 'Participant' includes the service providers. Look up the term in the Glossary. |
| 28. | AGL & Energy Australia | 7.1 | Datastream Suffix for Accumulated Metering Data | With the substantial rollout of smart meters and the increased application of reactive energy tariffs, AGL suggests that consideration be given to assigning a data stream for reactive energy. | Suffix 'kvarh' is for reactive energy for Interval Meters. |
| 29. | Endeavour Energy | 7.2 | Wholesale Connection Points | <p>Procedure improvement: Clause 7.2.a contains symbols that are difficult to interpret. We suggest rewording to:</p> <p>LR = POOL* (where the "*" is a wildcard for the region)</p> | Agreed. |
| 30. | Secure Meters | 8 | Connection Points with type 1 Metering | <p>Needs to be reworded</p> <ul style="list-style-type: none"> - If the Check metering is equal to the Master, duplicated the MDP is required to average, this statement is not unique to type 1 metering under the rules, if the check meter is a duplication of the main meter the MDP is required to average, whether it is a type 1-6, not just type 1 and placing this clause under the type 1, gives the impression it is for type 1 only. - If the Check is not duplicated the averaging of the meter data does not apply | Sections 8 and 9 are merged and headings are modified. |
| 31. | Secure Meters | 9 | Connection Points with type 2 Metering | What is Partial check metering, there is no definition in rules or glossary – there needs to be a definition to allow the MC and AEMO make an agreement. | The word partial is used in chapter 7 in the Rules without any definition. AEMO does not see the need to define 'partial', a term that is supposed to have its common meaning. |
| 32. | Active Stream | 10 | NMI Rules (Rule 3) | <ul style="list-style-type: none"> - Please add clauses to each rule for a reference point.... - Rule 3 – Allocate NMI SO will <u>not</u> contain a NMI. | Agreed, Rule 3 has been deleted as it is irrelevant to this procedure. |

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| | | | | <p>This procedure is about the allocation of NMI/s and the NMI structure. It should not mandate requirements pertaining to market transactions with their own procedures. i.e. CATS procedures mandate fields such as NMI and Check sum, B2B mandates fields such as NMI etc.,</p> | |
| 33. | AGL | | | <p>Rule 3 Rule 3 doesn't work in all instances – eg Allocate NMI for new connections. Further, this procedure is for allocation of NMIs, not communications between participants and it is not appropriate for this procedure to attempt to deal with such matters. - The clause at best should refer to MSATS transactions only, but these are covered in other AEMO procedures and are not necessarily relevant to this procedure.</p> | |
| 34. | Pacific Hydro | | | <p>The ENM is required to verify that the NMI is associated with the correct <i>embedded network</i>, and the correct Parent NMI, and have the same TNI Code as the Parent NMI in AEMO's customer transfer system (MSATS system). Rule 3 4-5. All communications to and from with between Participants and Metering Service Providers inclusive of Financially Responsible Market Participant FRMP accounts must shall include the NMI identifier. - What of new connection and allocate NMI service orders that only require the address?</p> | |
| 35. | Active Utilities | 10 | NMI Rules (Rule 2) | <p>Section 10, Rule 2, paragraph 4 – this clause refers to if an existing connection point becomes a child connection point the NMI will not be changed. We disagree with this change – we feel that the NMI should be abolished at this point.</p> | Refer to section 4.1 in the Draft Report and Determination document. |
| 36. | AGL & Energy Australia | | | <p>Rule 2 – para 5 – If an existing... AGL and Energy Australia have substantial concerns about the implementation of this rule, which would require a network NMI becoming an embedded network NMI and an embedded network NMI becoming a network NMI. They believes that in general, NMIs should be abolished rather than having them move between LNSP responsibility and ENM responsibility for the following reasons:</p> <ol style="list-style-type: none"> 1. Remaining obligations on the retailer; 2. Costs of implementing changes to network system validations; 3. Long term obligations imposed on ENMs and other participants; 4. Unnecessary obligations imposed on small ENOs; and 5. Movement of a NMI between connection points. <p>1. The National Electricity Retail Law, Div 3 R22, states: 22—Obligation to make offer to small customers (1) A retailer must make an offer (a standing offer) to provide customer retail services to small customers for whom it is the designated retailer— (a) at the standing offer prices; and (b) under the retailer's form of standard retail contract. Note— This subsection is a civil penalty provision.</p> <p>AGL and Energy Australia that in the situation of the NMI moving between LNSP and ENM with the roles retained, leads to the potential for the previous retailer to be obligated to make an offer to that customer should other commercial arrangements not be completed or at a later date in the future when the next customer is making their decision. They do not believe that this is an acceptable obligation to be placed on any retailer. We believe that it would be cleaner for the NMI to be abolished so that the obligation assigned to the FRMP as the 'designated retailer' (and other market participants) would cease.</p> <p>2. Cost of changing network system validations The implementation of the Embedded Network Manager was predicated on providing a clear management and responsibility for managing NMIs relating to Embedded Networks. The proposed requirement of having NMIs move between NSPs and ENMs will require the NSPs to implement further system changes to ensure they can validate the small number of unique NMIs which are moving between both environments. This will require substantial changes to NSP systems which can validate a small number of unique NMIs rather than validating NMI blocks. There is no specific rule which requires NMIs to be maintained across NSPs and ENMs. They would suggest that a cost benefit analysis of the NSP changes for such a small number of NMIs would not be worthwhile and therefore proposes that this obligation be removed. If NMIs move between NSPs and ENMs then they believe they should be made extinct and new NMIs created.</p> | |


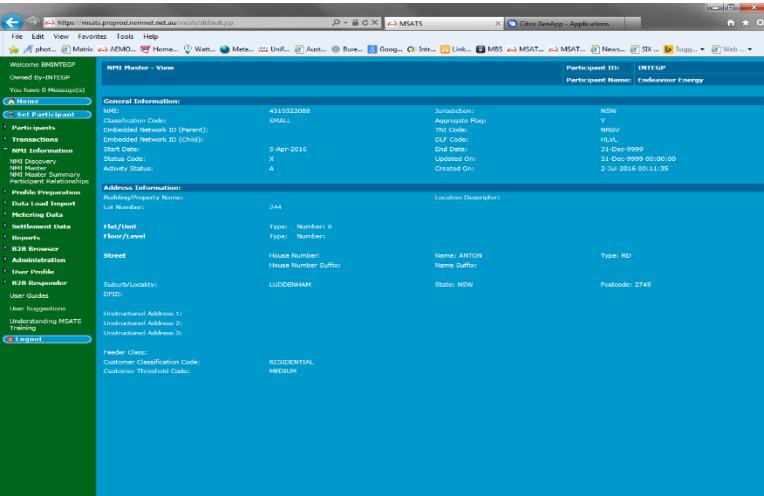
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| | | | <p>3. Long term obligations imposed on market participants. They believe that by retaining a market NMI with the associated roles when a NMI is returned to the embedded network is not acceptable as this places various ongoing obligations on all those associated roles (see point 1). If that NMI was to be reactivated then those previous participants are likely to be affected by the market processes structure (eg CATS transfers etc.), metering obligations etc. when they may have no commercial interest in the new parties at that NMI. Again, they do not believe that it is appropriate to require long term obligations to be retained by market participants in this situation.</p> <p>4. Unnecessary obligations imposed on small ENOs Small ENOs are not required to have an ENM permanently appointed. The proposed process of not extinguishing a NMI which is no longer in the market will require small ENOs to continue to engage ENMs where there is no market requirement. They believe that this is inefficient in terms of the NEO and adds an unnecessary burden of cost on ENOs and ENO customers for no benefit.</p> <p>5. Movement of a NMI between connection points In clause 1.1 AEMO has stated that: <i>The NMI is a unique identifier for each connection point</i> When a NMI is no longer connected to the LNSP network, but rather is supplied through the Embedded Network parent connection point or vice versa, it would be reasonable to argue that a connection point has changed, which supports Rule 1: <i>A NMI cannot be changed or reallocated to another connection point</i> As such, they believe that it is more appropriate for NMIs which move between an embedded network and an NSP to be extinguished thus ensuring clarity of the NMI connection and closure of all associated roles.</p> | |
| 37. | Aurora | | <p>While Tasmania does not currently have any embedded networks – Aurora Energy would like to suggest that NMI's going from a Network to an Embedded network or vice versa should be abolished rather than transition from LNSP responsibility to ENM responsibility.</p> | |
| 38. | AusNet Services | | <p>Rule 2. If the physical location of the connection point changes, then a change of NMI is appropriate. AusNet Services considers that the statement of "NMIs cannot be changed where a Child NMI becomes directly connected to a distribution network or reverts to an embedded network connection" is conflicting, because such circumstances result in physical connection points changing. Further, when an embedded network is closed and the local DNSP is required to provide network services to all previously Child NMIs, it is not apparent who is responsible for effecting this change when the ENO is no longer functioning. In these situations it is best for everyone for each Child NMI to be re-established in the market with a new NMI. This should be no different to</p> <ul style="list-style-type: none"> - a LV NMI changing to HV or - Overhead to an Underground connection or - The abolishment of a temporary supply. | |
| 39. | CitiPower Powercor | | <p>CitiPower Powercor has substantial concerns about the implementation of this rule, which would require a network NMI becoming an embedded network NMI and an embedded network NMI becoming a network NMI.</p> <p>CitiPower Powercor believes that in general, NMIs should be abolished rather than having them move between LNSP responsibility and ENM responsibility for the following reasons:</p> <ol style="list-style-type: none"> 1. Costs of implementing changes to network system validations; and 2. Movement of a NMI between connection points. 3. Cost of changing network system validations <p>The implementation of the Embedded Network Manager was predicated on providing a clear management and responsibility for managing NMIs relating to Embedded Networks. The proposed requirement of having NMIs move between DNSPs and ENMs will require the DNSPs to implement significant system changes to ensure they can validate the small number of unique NMIs which may move from the ENM back to the responsibility of the LNSP. There is no specific rule which requires NMIs to be maintained across DNSPs and ENMs. CitiPower Powercor has already conducted a high level cost benefit analysis and the IT system changes alone would result in significant investment and for such a small number of NMIs would not be practicable. CitiPower Powercor therefore proposes that this obligation be removed. If NMIs move between DNSPs and ENMs then CitiPower Powercor believes they should be made extinct and new NMIs created.</p> | |

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| | | | <p>4. Movement of a NMI between connection points In clause 1.1 AEMO has stated that: The <i>NMI</i> is a unique identifier for each <i>connection point</i> When a NMI is no longer connected to the LNSP network, but rather is supplied through the Embedded Network parent connection point or vice versa, it would be reasonable to argue that a connection point has changed, which supports Rule 1: <i>A NMI cannot be changed or reallocated to another connection point</i></p> <p>As such, CitiPower Powercor believes that it is more appropriate for NMIs which move between an embedded network and a DNSP to be extinguished thus ensuring clarity of the NMI connection and closure of all associated roles. In the example of the Builders Temporary Supply where we create a NMI which is then abolished once the permanent structure is in place and then ceate a new NMI. The location of both NMI's is at the same site. This process service the market well.</p> | |
| 40. | Endeavour Energy | | <p>Procedure improvement: Rule 2 states that “A NMI cannot be changed or reallocated to another connection point” and “If an End User changes the physical location of the connection point, a new NMI must be allocated to the new connection point”. We agree with this statement because this rule is consistent with the Rules defined in the existing version of the NMI Procedure and existing market participant systems and process have been designed to comply with this obligation.</p> <p>However Rule 2 now has new statements that contradicts the underlying principle of Rule 2, such as “NMIs cannot be changed where a Child NMI becomes directly connected to a distribution network or reverts to an embedded network connection” and “If an existing connection point becomes a child connection point the NMI will not be changed”</p> <p>When an existing connection point becomes a child connection point the physical location of the connection point changes and the agreed point of supply also changes because electrical configuration work is require to move the point of supply from the distribution network to the embedded network. Similarly, this also applies when a child connection point becomes directly connected to a distribution network.</p> <p>AEMO also highlighted a concerned that if a NMI was made extinct then retrospective changes cannot be made to the NMI in MSATS. However testing in MSATS pre-prod indicates that retrospective changes can be made to an extinct NMI in MSATS. Please see supporting information and screen prints in appendix A.</p> <p>The AEMC’s final rule for embedded networks allowed for the AER to provide an exemption from the requirement to have an ENM under clause 2.5.1(d2). It is not clear what the obligations are if an existing connection point becomes a child connection point but there is no ENM. In this scenario the most appropriate action would be to extinct the NMI.</p> <p>The changes proposed in this section would place extra costs on participant to comply with and would result in two different processes depending on if an ENM is required or not. Allowing for the NMI to be extinct when an existing connection point becomes a child connection point, and vice versa, would maintain the current industry practice and align with existing market participant systems and processes. Further, this would reduce any implementation cost and risks, and allow for a consistent market process across various scenarios.</p> <p>We would suggest deleting the following contradictory statements from Rule 2: “NMIs cannot be changed where a Child NMI becomes directly connected to a distribution network or reverts to an embedded network connection.” “If an existing connection point becomes a child connection point the NMI will not be changed.”</p> <p>Appendix A - supporting information for feedback on clause 10 of MSATS Procedures: National Metering Identifier</p> | |

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| | | |  <p>NMI master view with an end date of 4 July 2016 shows previous standing data set.</p>  <p>NMI master view with a start date of 5 April 2016 shows the updated standing data.</p> | |
| 41. | Pacific Hydro | | <p>Rule 2. 3. A <i>NMI</i> cannot be changed or reallocated to another <i>connection point</i>.</p> <p><i>NMIs</i> cannot be changed or reallocated to accommodate changes to Participant IT systems, changes to assumed associations, changes to Network Tariffs, changes to LNSP network boundaries or ENM changes or because an LNSP's or ENM's allocation system has changed. <i>NMIs</i> cannot be changed where a Child <i>NMI</i> becomes a directly connected to a <i>distribution network</i> or reverts to an <i>embedded network</i> connection.</p> <p>The above implies that a <i>NMI</i> at a child connection point in an embedded network cannot be changed (i.e. abolished and a new <i>NMI</i> allocated) but must remain the same whether the connection point is on or off market. Is this correct?</p> | |
| 42. | SA Power Networks | | <p>SA Power Networks does not support the re-use of a <i>NMI</i> allocated and assigned to a customer directly connected to our Network as a Child <i>NMI</i> within an Embedded Network. Physical changes to wiring will be required at the site to enable this to occur and as part of that process, a new <i>NMI</i> should be established for the Child connection and the customers previous DNSP <i>NMI</i> made extinct. This approach will enabling the new relationships to be clearly established for the Child <i>NMI</i> and not create any confusion for the Industry with regards to the relationships prior to this significant change in electricity supply arrangements at the site.</p> | |
| 43. | Simply Energy | | <p>Simply Energy strongly recommends that <i>NMI</i> should be made extinct and reallocated every time it changes role from a LNSP to ENM and vice versa. The impacts of not doing so are detailed in the below comments.</p> | |
| 44. | | | <p>As per the current wordings of Rule 2. A <i>NMI</i> cannot be changed or reallocated to another connection point.</p> | |

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| | | | <p>Later in the clause it says “NMI cannot be changed where a Child NMI becomes directly connected to a distribution network or reverts to an embedded network connection.” However, if a connection point is physically changed, will a new NMI be allocated?</p> <p>It also states, “If a connection point is abolished, the NMI becomes extinct”, however if a connection point is not abolished, would the NMI be reused?</p> <p>SIMPLY ENERGY believe that in general, NMIs should be abolished rather than having them move between LNSP responsibility and ENM responsibility for the following reasons:</p> <p>1. Under the National Electricity Retail Law, Div 3 R22, which states:</p> <p style="padding-left: 20px;">22—Obligation to make offer to small customers</p> <p style="padding-left: 40px;">(1) A retailer must make an offer (a standing offer) to provide customer retail services to small customers for whom it is the designated retailer—</p> <p style="padding-left: 60px;">(a) at the standing offer prices; and</p> <p style="padding-left: 60px;">(b) under the retailer’s form of standard retail contract.</p> <p style="padding-left: 40px;">Note—</p> <p style="padding-left: 60px;">This subsection is a civil penalty provision.</p> <p>We believe that in the situation of the NMI moving between LNSP and ENM with the roles retained, leads to the potential for the previous retailer to be obligated to make an offer to that customer should other commercial arrangements not be completed or at a later date in the future when the next customer is making their decision.</p> <p>SIMPLY ENERGY does not believe that this is an acceptable obligation to be placed on any retailer. We believe that it would be cleaner for the NMI to be abolished so that the obligation assigned to the FRMP as the ‘designated retailer’ (and other market participants) would cease.</p> <p>2. Cost of changing network system validations</p> <p>The implementation of the Embedded Network Manager was predicated on providing a clear management and responsibility for managing NMIs relating to Embedded Networks.</p> <p>The proposed requirement of having NMIs move between LNSPs and ENMs will require the LNSPs to implement further system changes to ensure they can validate the small number of unique NMIs which are moving between both environments. This will require substantial changes to NSP systems which can validate a small number of unique NMIs rather than validating NMI blocks.</p> <p>There is no specific rule which requires NMIs to be maintained across NSPs and ENMs. SIMPLY ENERGY would suggest that a cost benefit analysis of the NSP changes for such a small number of NMIs would not be worthwhile and therefore proposes that this obligation be removed. If NMIs move between NSPs and ENMs then SIMPLY ENERGY believes they should be made extinct and new NMIs created.</p> <p>4. Movement of a NMI between connection points</p> <p>In clause 1.1 AEMO has stated that:</p> <p style="padding-left: 40px;">The <i>NMI</i> is a unique identifier for each <i>connection point</i></p> <p>When a NMI is no longer connected to the LNSP network, but rather is supplied through the Embedded Network parent connection point or vice versa, it would be reasonable to argue that a connection point has changed, which supports Rule 1:</p> <p style="padding-left: 40px;">A <i>NMI cannot be changed or reallocated to another connection point</i></p> <p>As such, SIMPLY ENERGY believes that it is more appropriate for NMIs which move between an embedded network and an LNSP to be extinguished thus ensuring clarity of the NMI connection and closure of all associated roles.</p> | |
| 45. | United Energy | | <p>Rule 2.</p> <p>UE disagrees with the proposed wording inserted into Rule 2 regarding the transfer of NMIs from an Embedded Network back to the Distributor. The sentence below must be deleted in the Procedure:</p> <p><i>NMIs can not be changed for situations where a Child NMI becomes a directly connected to the registered a distribution network and or vice versareverts to an embedded network connection.</i></p> <p>And replaced with</p> <p><i>NMIs can not be changed for situations where a NMI directly connected to the registered distribution network becomes a Child NMI.</i></p> <p>There is no clear benefit to enforcing this as an approach for what will be an extremely rare scenario (the transfer of a child NMI from an Embedded Network back to the UE Network has never occurred).</p> <p>The effort and cost associated with modifying processes and systems to address a requirement which may never occur is unreasonable given there is no clear benefit to offset the effort. The cost to amend UE systems/processes to cater for non UE range NMIs is not prudent or efficient and does not meet the NEO.</p> <p>UE strongly believe a more reasonable approach is to align more closely to a property re-development scenario (e.g. knock-down/re-build) where the original NMI at the premise is made extinct and a new</p> | |

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| | | | | <p>connection is performed once the new dwelling occurs. This is a much higher volume scenario and the NMI is always changed in these scenarios. This allows the direct connected customers on the UE network to always <u>only</u> have the UE allocated NMI range which benefits all participants and service providers.</p> <p>Given that the re-connection of an off market NMI to the Distribution Network will often require supply works, this seems a much more reasonable approach.</p> <p>UE consider it would be cleaner if UE NMIs were abolished when becoming a child NMI managed by an ENM. The creation and reversion of an EN is ultimately a significant change in the connection characteristic and the parties responsible for NMI standing data and network charges. If AEMO does not enable this to occur, this will necessitate UE ensuring that the UE NMI is inactive in our systems. AEMO may have built systems to cater for the rare occurrence of LNSP role churn, however this is not the case for UE and probably not the case for other NEM participants.</p> | |
| 46. | WINConnect | 10 | NMI Rules | <p>Rule 2 requires clarification:</p> <p>“NMIs cannot be changed where a Child NMI becomes directly connected to a distribution network or reverts to an embedded network connection.” In the first instance, this would depend on whether the relationship between the Child NMI and the Parent NMI (i.e. the EN ID) can be end-dated, as otherwise, there would be market data settlement issues. How will the Parent Meter FRMP know whether to subtract the Child NMI data or not and for what period? In the second instance, is this referring to a brownfield conversion of a site to an EN? It does not take into account the different scenarios – EN Orphan (off-market, no NMI required) and EN Child (NMI required, but is the connection point considered the same for market settlement purposes?) Similar issue as highlighted previously.</p> | |
| 47. | Secure Meters | 10 | NMI Rules | <p>The changing of the metering point to metering installation does not remove the conflicting statements in this clause, The NMI is allocated to a connection point not to a metering point, and if a NMI was issued to a metering point the market would not have NMIs with multiple metering points. The change should have been metering point to connection point.</p> <p>In the section Rule 2 – it contradicts itself by saying A NMI cannot be changed to relocated to another connection point, then in the next sentence, a NMI cannot be changes to LNSP network boundaries or ENM changes ----</p> <ol style="list-style-type: none"> 1. If a NMI moves to an embedded network it could argued they have changed their connection point hence needs a new NMI 2. But a NMI cannot change because LNSP boundary change, it could be argued that moving into a Embedded network is a LNSP change hence now we are saying it cannot change <p>Then to just confuses all again, “if an End User changes the physical location of the connection point a New NMI must be allocated” – well it could be argued that the connection changes when a embedded network is created the connection point moves to the parents connection point, hence a new NMI is required.</p> | |
| 48. | Shopping Centre Council of Australia | 10 | NMI Rules | <p>We support that when a NMI moves from a distribution (LNSP) network to an embedded network (or vice versa), the NMI cannot be changed.</p> | |
| 49. | Pacific Hydro | 10.1 | Data Delivery to AEMO (MSATS System) | <p>This section does not appear to be in the document.</p> | <p>The section appears correctly in the clean version of the document</p> |
| 50. | AGL & EnergyAustralia | 12 | Examples of NMI Application – Interval Metering Data | <p>The diagrams would be more useful if the NMI and registers were shown within the diagrams instead of outside the diagrams.</p> <p>For ongoing consistency diagrams should only show alpha numeric NMIs where they are associated with wholesale points.</p> | <p>AEMO has changed the NMIs to be alphanumeric only where they are associated with wholesale connection points, however, AEMO believes it is unnecessary for the diagrams to change to include the NMI numbers within the diagram.</p> |
| 51. | Pacific Hydro | 12.1 | One End User metered on the secondary side of transformer | <p>Why the change from lower voltage to secondary?</p> | <p>The example is about the secondary voltage, which is the correct term</p> |
| 52. | CitiPower Powercor | 12.2 & 12.12 | One End User, multiple metered on the secondary side of transformer | <p>This scenario could change over time into 12.12 and back (i.e. a multi floor commercial high rise can transition from 1 tenant to many tenants over time regardless of the initial NMI and metering arrangements). Per AER guidelines, NMI aggregation and disaggregation over time should be supported by this Procedure.</p> | <p>If it is aggregated it is example 12.2, and if it is disaggregated it is example 12.12.</p> |
| 53. | Endeavour Energy | 12.6 | One End User, multiple meters on secondary side of multiple transformers in the same substation building and LV | <p>Procedure improvement: The diagram attempts to show the connection point using a symbol that is not defined in the legend on page 11. We suggest that the diagram or the legend be updated to ensure the symbols are aligned.</p> | <p>AEMO considers that the oval linking of the three lines adequately signifies a single connection point</p> |

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|-----|------------------------|-------|--|--|---|
| | | | switchboard in common switchroom | | |
| 54. | Endeavour Energy | 12.12 | Multiple End Users, High rise building | Procedure improvement: The diagram shows one physical point of connection, but each premises has its own connection point which is deemed to be at the physical point of connection. However the first bullet point states that there are “Multiple physical connection points ..” which is incorrect. We suggest rewording the first bullet point to: “One physical point of connection with each premises has its own connection point deemed to be at the physical point of connection” | Agreed, but reworded differently |
| 55. | Secure Meters | 12.16 | One End User or Participant, Wholesale Metering at Transmission Node | In 12.16 the sentence “Any Participant intending to apply a logical meter to a connection point must contact AEMO’s Registration Desk seek approval prior to entering any data into MSATS”, is irrelevant and ambiguous. All wholesale connection points need to be submitted to AEMO meter registration desk whether they have a algorithm or not and should not be submitted into MSATS until AEMO approves of any wholesale meter point. | The sentence has been modified |
| 56. | ActewAGL | 14 | Energy Direction Flows | 14.(c) Renumber next two points to be under (c) for clarity as they relate specifically to that statement. (c) For the purposes of MSATS, ‘Net’ energy is derived as: Net = Export - Import (i) Hence, the net energy for generation is negative (in a net quantity) and an End User’s energy is positive (in a net quantity). (ii) For Accumulation Meter Datastreams, this means that the energy values for import (generation) must be negative. | Agreed |
| 57. | Endeavour Energy | 14 | Energy Direction Flows | Procedure improvement: For Accumulation Meter Datastreams energy values for import (generation) is only negative in the MDM report and positive in the MDFF report. To avoid any confusion we suggest rewording to: “For Accumulation Meter Datastreams, this means that the energy values for import (generation) must be negative in the MDM report” | Agreed, MDM Data File is added |
| 58. | Pacific Hydro | 14 | Energy Direction Flows | If POOL is being replaced by <i>market</i> in the text, the diagram will also need to change. | Changed pool in the diagram to Transmission Network |
| 59. | AGL & Energy Australia | 15.1 | Common Requirements across the NEM | They have concerns about the common requirements for NMI allocation to unmetered loads. The ability to correlate the physical connection point and associated load is quite difficult when there is only a single NMI for a large number of assets. They would prefer that the convention that exists for meter loads be continued for new unmetered loads (not street lighting) connected within the NEM. That is, each separate connection point has a NMI. This will ensure that devices associated with each connection pointy are identified and allocated to the correct parties for settlement and more appropriately supports loss calculations for each LSNP. They believe that by allocating NMIs to each connection point a substantially better correlation of connection and associated assets will be achieved. | Unmetered loads such as bus shelters and public telephones are not classified as market loads, therefore they are outside the scope of the NMI procedure. |
| 60. | AusNet Services | 15.1 | Common Requirements across the NEM | AusNet Services considers that this statement clearly conflicts with the earlier NMI rules stating network boundary changes don’t result in the abolition of a NMI, when in fact a change in network boundary clearly changes the LR, DLF, LSNP, and potentially a number of other attributes. | The abolishment of the NMI is only mentioned in 15.1 (m) and (n), those clauses do not contradict with section 10 NMI Rule 2, as if the unmetered device load is removed or the load is transferred to another NMI then the NMI may be abolished, and the changes of the end user or the NMI roles does not result in the abolition of the NMI. |

Table 5 – Qualification Procedure (MP, MDP, ENM)

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below.

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--|-----------|---|--|---|
| 1. | Simply Energy | N/A | General | <p>Metering Coordinator Registration Process:</p> <p>Simply Energy has some concerns about the registration process for being an MC. We understand that AEMO will not be publishing MC Accreditation Procedure as accreditation is not required per the Rules, however Simply Energy would like to seek advice from AEMO about the protocols and measures that will be applied prior to registering any party as an MC. Would there be some sort of checklist?</p> <p>If there is no such checklist, there could be potential failures to the MC process post go-live, resulting in MCs getting deregistered, hence triggering “<i>Metering Coordinator Default Event</i>” that could cause a lot of issues industry-wide. Hence Simply Energy suggests that there must be some set standards defined by AEMO, similar to minimum services concept, to ensure that registration process can be as efficient as possible and to reduce the overall risk.</p> <p>Simply Energy would like to confirm and seek advice from AEMO about the protocols AEMO will use in order to assess that an MC is fulfilling its obligations and on what basis can “anyone” register to be an MC? Would AEMO be providing a checklist of some sort that can assist potential MCs to ensure they follow the processes? We understand this is a broader issue, and would be happy to discuss further on the same however we would appreciate AEMO’s point of view on the above Rule clauses.</p> <p>Simply Energy recommends extending section 2.2 Pre-reading table to be applied to an MC as a non-binding qualification criteria, just to set the benchmark.</p> | <p>An application for registration as an MC must be made in accordance with Chapter 2 of the NER. AEMO traditionally publishes an application form and guide for all types of applicants for registration under Chapter 2 and this will be no different.</p> <p>AEMO anticipates publishing these documents on its website prior to Christmas.</p> <p>The registration process under Chapter 2 is very different to an accreditation and registration of a service provider under Chapter 7. Participants who wish to know more should familiarise themselves with NER clause 2.4A.</p> |
| 2. | Energex Limited | N/A | General | <p>Overall comment: At times, there is some confusion for existing accredited participants when undertaking system and process works that have an impact on market systems, such as an upgrade to the market gateway. For example, it is unclear whether this situation requires a notification to AEMO only, a notification with proof of testing against pre-production environments, a round of review by external parties either before go-live or at the next scheduled accreditation review, etc. Energex suggests that AEMO should insert a section providing some broad scenarios, such as replacement of Meter Data Management system, replacement of market gateway, replacement of meter reading systems, etc and a list of the associated requirements for participants. A formal notification template should also be included to allow the initial notification to be made in a structured manner.</p> | <p>Section 5 “Re-accreditation and Registration” has been updated to clarify the requirements. AEMO prefers that participants alert AEMO to changes so that AEMO can determine the need for, and extent of, any re-accreditation.</p> |
| 3. | WINconnect | N/A | General | <p>AEMO need to assure themselves that the initial qualification and accreditation of ENMS can be achieved in the time period from the final publication 1 March 2017 to the go live date for ENOS 1 December 2017.</p> | <p>This is a market readiness issue and a resourcing issue for AEMO.</p> |
| 4. | WINconnect | N/A | General | <p>It’s unclear why AEMO needs to know about ISO accreditation.</p> | <p>AEMO seeks further details on this comment. Please re-submit and provide specific references to areas of concern if participant believes there to be an issue.</p> |
| 5. | AGL, Energy Australia & Simply Energy | 1 | Introduction | <p>All seek clarification from AEMO as to whether automatic registration in these roles would apply to existing participant / participant categories.</p> <p>For example, is there any reason an existing retailer could not seek immediate accreditation as an Embedded Network Manager ?</p> | <p>AEMO considers that these are fundamentally different roles in the market and each role has different requirements for accreditation and registration. As such, no automatic qualifications or exemptions will be given.</p> |
| 6. | Ergon Energy, United Energy & WINconnect | 1.1 & 3.6 | Purpose and Scope Pre-Production Assessment | <p>All seek confirmation from AEMO that existing accreditations remain applicable.</p> <p>AEMO should consider exemptions at different stages for market participants who already meet pre qualifications and operated MSATS under the previous CATS procedures.</p> | <p>Existing accreditations remain unaffected by this Procedure.</p> |
| 7. | Ergon Energy | 1.3 | Related AEMO Documents | <p>Ergon Energy recommends that the Accreditation Checklist should also be listed.</p> | <p>Agreed. Procedure updated.</p> |
| 8. | Aurora | 1.3 | Related AEMO Documents | <p>Document links do not work</p> | <p>All links will be finalised by the end of this consultation.</p> |
| 9. | Energex Limited | 2.1 | Mandatory Requirement | <p>Life support notification responsibility needs to be detailed in this procedure for either the ENO and/or ENM in addition to the FRMP.</p> | <p>This is not within the scope of this procedure.</p> |
| 10. | Energy Australia | 2.2 | Pre-Reading | <p>The list of documents in the first table in this section relating to the B2B Procedures is likely to be inaccurate following the commencement of the B2B consultation.</p> <p>Furthermore, Embedded Network Managers are technically not required to become B2B participants.</p> | <p>Noted.</p> |

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|------|--|--------|--------------------------|--|--|
| 11. | Endeavour Energy | 2.2 | Pre-Reading | Procedure improvement: The table should add the ROLR Part A & B, MDFF, MDM Procedures and include them as pre-reading for a MDP. Procedure improvement: The table should include the MSATS Procedures: National Metering Identifier as pre-reading for a MDP. | Agreed. The NMI Procedure is already there. |
| 12. | Ergon Energy (retail) | 2.2 | Pre-Reading | The B2B Procedures listed as documents in the table may need to be reviewed following release / finalisation of the procedures. | Agreed. |
| 13. | Ergon Energy & Secure Meters | 2.2 | Pre-Reading | Given that MPs and MDPs will require considerable expertise and understanding of NMI Procedures, Ergon Energy recommends the NMI Procedures be included in the list of pre-reading for these participants. | Agreed. |
| 14. | Select Solutions | 3 | Qualification Process | Is there a view that existing accredited MPs for Type 4, 5 and 6 need to apply to be Type 4A meter providers? Section 2.3 (b) requires clarity around the “abridged” guideline | Yes. MPs will need to be accredited for type 4A metering installations if they wish to provide services for small customer metering installations. Section 2.3(b) encourages applicants to discuss with AEMO how or whether the qualification process can be shortened. Further clarity cannot be provided. |
| 15. | Active Utilities | 3 | Qualification Process | We are concerned that the ENM qualification requirements are modelled from existing processes which we feel are too onerous for this category. We feel a tailored approach should be taken which separates the ENM role from other stakeholders. | The requirements for accreditation and registration of an ENM is an outworking of the contents of the NER and the SLP (ENM). They will be no lighter than is necessary for an ENM to fulfil its role in accordance with the NER and procedures under the NER. |
| 16. | SCCA | 1.1 | Purpose and Scope | The qualification for the ENM role needs to be a much lighter touch than Metering Providers and Metering Data Providers. The ENM accreditation accordingly is a reduced scope and hence should have reduced cost, which will also be recovered across a relatively small customer base. | |
| 17. | Select Solutions, Aurora & Simply Energy | 3.1 | Application | When is it likely that the link to a checklist item to illustrate how applicants should respond be available? | The link will be available by the end of the consultation but AEMO expects to publish a draft version of the checklists by mid-January 2017. |
| 18. | United Energy | 3.2 | Accreditation Checklists | MP Accreditation for Existing Meter Providers: UE assumes that no new accreditation is required for an Initial MP who already provides this service, and is simply making the changes necessary to remain compliant with the Metering Competition Rules (e.g. B2B changes, change in processes to prevent meter installation, etc.). | See response to comment #6. |
| 19. | Energy Intelligence | 3.2 | Accreditation Checklists | We note that ENMs have a single category for accreditation and registration, however, the accreditation checklists for ENMs are not currently available | The ENM accreditation checklist has to be based on the requirements of the SLP ENM. As the SLP ENM is still under consultation, AEMO expects a draft version of the checklist to be published around mid-January 2017. |
| 20. | SCCA | 3.2 | Accreditation Checklists | We note that ENMs have a single category for accreditation and registration. We note that the authorised activity of an ENM is the “provision of embedded network management services” outlined at section 2.1 of the <i>Service Level Procedure</i> . | Noted. |
| 21. | AusNet Services | 3.2 | Accreditation Checklists | MP accreditation notes that MP for 5A and 6A is longer available to new applicants. The Procedure does not address the situation of an existing accredited MP seeking re accreditation operating in the NSW ASP scheme | 5A and 6A MP accreditations are catered for and are listed in the table in section 3.2. They are also dealt with in section 5 “Re-accreditation and Registration”. AEMO notes that from 1 December 17, no new type 5/6 meters can be installed. |
| 22. | Simply Energy | 3.2 | Accreditation Checklists | Simply Energy recommends extending this table to be applied to an MC as a non-binding qualification criteria, just to set the benchmark. | See response to comment #1. |
| 23. | Aurora | 3.2 | Accreditation Checklists | The Category column does not reference where to find the references or what they actually refer to i.e. 1C, 1V, 1M etc. | The contents of the Category column can be found in NER S7.2.2 & S7.3.2. AEMO expects participants to know this. |
| 24. | United Energy | 3.2 | Accreditation Checklists | MDP Accreditation Given the requirement for Victorian Distributors with AMI Meters to change meter data substitution methods (from 51-58 to 51,52,16-19), this opens up the possibility of AEMO requiring all Victorian Distributors to seek re-accreditation as a Type 4 MDP for the sole purpose of generating substitutes of type 16-19. UE suggest that a type 4A meter should not be listed on both the 1D and the 5D rows for MDP. A 4A meter is only a manually read meter and should be listed on the 5D row in the table. UE also assume that all new roles such as ENM which have not previously existed will be subject to full accreditation, including clarity regarding the ability to transact with MSATS and appropriately manage NMIs. | Where a Victorian Distributor/MDP/MP is not accredited to provide type 4 services, they will need to apply for accreditation and registration. The meter types in the Metering Installation Type column are listed for the purpose of delineating the Accreditation Checklists. The row referred to in the submission indicates that the accreditation items/questions relating to types 1, 2, 3, 4, 4A will be available on the same checklist. Where parties are not accredited in any category in the accreditation will not be abridged in any way. |
| 25. | Simply Energy | 3.3 | Application Fees | 30 days – does it refer calendar or business? | AEMO means calendar days, hence “days” (italicised) will be used. It is a defined term in the NER. |
| 26. | Secure Meters | 3.3 | Application Fees | What is the process for an application being cancelled and getting deposit refunded? Will there be a schedule of charges? | Deposits are not refundable. There will be no schedule of charges. As noted in the Consultation Paper, AEMO will be charging fees on the basis of its incremental charge plus disbursements at cost. |

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| | | | | In a re-accreditation, for example multiple participants ids, using the same software system, would all require to pay full fees for qualification or could the multiple parties pay equal parts, even if they are different companies? | Each applicant must pay its own fees. Where the qualification process can be abridged because of common systems etc, the benefit will accrue to all affected applicants through lower fees overall. |
| 27. | VectorAMS, United Energy & EnergyAustralia | 3.3 | Application Fees | Current draft states 'All costs will be met by the applicant.'. This should read 'All reasonable costs...'. 'AEMO will then invoice the applicant for all work carried out...' should read 'AEMO will provide an itemised invoice including receipts for disbursements and associated timesheets for all work carried out....' | AEMO will charge on the basis of actual time spent reviewing applications. Invoices will indicate the total time spent. |
| 28. | VectorAMS | 3.3 | Application Fees | Vector acknowledges the issue for AEMO on the expanded qualification requirements and increased number of participants requiring AEMO accreditation. However, the move by AEMO towards charging fees on a commercial basis introduces a number of issues. <ul style="list-style-type: none"> Internal business processes will require a commercial agreement to be established with AEMO before a Purchase order can be raised. Statement of Work describing work to be done by AEMO, expected duration, governance and reporting, and estimations of costs at a minimum will be required. The mechanism on how fees are set needs to be transparent. AEMO could consider moving to a competitive model for these services so that participants have choice across a number of service providers and to realise the benefits of competitive tension. If the average cost of an accreditation can be determined then a fixed price arrangement would be more appropriate rather than a T&M method. Rather than proceeding down this path AEMO should consider recovering these costs via existing Participant Fees. | Vector's assumption that the introduction of fees establishes a commercial arrangement is inappropriate and incorrect. AEMO charges fees for the performance of a statutory function on an 'as-incurred' basis. AEMO is certain that Vector does not operate its business on the basis that all statutory bodies it must pay for services rendered, such as local government rates, or even stamp duty and other taxes, can only be paid on the basis of a 'commercial agreement', 'statement of work' or 'purchase order'. The mechanism of charging on a hourly basis for actual time spent is transparent. The suggestion of moving to a competitive model is not appropriate at this stage. These costs have previously been recovered via Participant Fees from Registered Participants, however, AEMO considers that it is more appropriate to recover these costs from applicants for accreditation given the the change to a competitive market, and this cannot be achieved through Participant Fees, which can only be charged to Registered Participants. MDPs, MPs and ENMs are not Registered Participants. |
| 29. | Red/Lumo | 3.3 | Application Fees | Red and Lumo suggests that the application fee process should be consistent with the fee structure of other applications made with AEMO. AEMO has been accrediting MPs and MDPs for a while now and should be able to come up with a median cost, which can be published in the Fee Structure, similar to all other participant categories. This will reduce any perceived barriers to entry. | AEMO does not consider a fixed charge based on the median time spent on such applications is appropriate as it benefits those who take up most of AEMO's time, which is inherently unfair. It is also not appropriate to compare the accreditation and registration of service providers under Chapter 7 with the registration of participants under Chapter 2. They are vastly different processes and the level of ongoing compliance monitoring far more intensive under Chapter 7. |
| 30. | VectorAMS | 3.3 | Application Fees | The proposal to suspend assessments because of late payment of an AEMO invoice is, in Vectors view, a disproportionate reaction on AEMO's part with potentially material impacts on the applicant. Standard business practices should prevail without needing to include this in the procedure. Remove this clause. | Disagreed. The applicant can mitigate the risks by paying on time. As noted in comment #27, this is not a commercial fee-for-service situation. |
| 31. | WINconnect | 3.3 | Application Fees | Upfront application fees may pose as an entry barrier to potential ENMS. Accreditation costs may be better served through an ongoing fee. | Charges need to be reflective of the cost of processing applications. The charges associated with an application are payable (with the exception of the deposit) on a monthly-in-arrears basis. |
| 32. | United Energy | 3.3 | Application Fees | As per comments in Clause 3.2, if AEMO was to require re-accreditation, this would result in unnecessary costs being incurred by distributors for services that have been provided in excess of NER requirements for almost a decade. UE would like clarification that re-accreditation would not be required for these changes for type 5/6 metering. | DNSPs who are already accredited as MPs and MDPs for type 5/6 metering will not be required to undergo re-accreditation for type 5/6 metering as a result of the changes to the Procedure. However, in the case of Victorian LNSPs who are currently the service providers for VIC AMI meters, AEMO considers that the end of the VIC AMI derogation will result in VIC AMI metering installations becoming type 4 metering installations and they will need to be accredited as type 4 MPs and MDPs to continue to provide services for these metering installations. The accreditation activities, however, are not expected to be extensive given the changes that have been made in the Metrology Procedure to accommodate VIC AMI processes. |
| 33. | Energy Intelligence | 3.3 | Application Fees | We are concerned that the proposed ENM accreditation fee is very high given the relatively small customer base | The proposed deposit is modest. The principle that applies to the fees to be charged is consistent with all other fees charged by AEMO, namely, they are based on the actual costs incurred. |
| 34. | Pacific Hydro | 3.3 | Application Fees | Pacific Hydro supports the introduction of the Application Fees for MP, MDP and ENM accreditation. | Noted. |
| 35. | SCCA | 3.3 | Application Fees | We do not disagree with the principle that AEMO charge fees to be able to recover their internal costs. We are concerned with the nature of the application fees, which is possibly modelled on other roles, given the relatively reduced scope of an ENM to other roles and that costs will have to be borne and distributed across a relatively smaller customer base. While we note that AEMO has noted that a typical DMP accreditation can take around 70-100 hours, we would like to discuss AEMO's view about the specifics of ENM accreditation. | In light of the basis on which fees will be charged, until AEMO has developed the ENM checklist, any discussion of this matter would be premature. |
| 36. | Ergon Energy | 3.3 | Application Fees | Ergon Energy recommends it be stipulated that if surplus deposit funds remain once the accreditation process is complete, or when an applicant withdraws from the process, these funds be returned to the applicant. | The deposit is not refundable. |

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| 37. | United Energy | 3.4 | Queuing Policy | <p>Accreditation requests will be at their peak during Aug- Nov 2017 as all participants and new entrants seek accreditation. Noting that accreditation checklists and other AEMO or B2B procedures will not be available until March and AEMO has advised that accreditation lists are being fully revamped, the work for reaccreditation will be substantial. Businesses must be afforded a reasonable opportunity to update the accreditation checklist and IT systems and processes to reflect the new requirements. Parties seeking accreditation should also have to complete end to end testing with a number of participants across the NEM to prove the capability to operate seamlessly across the NEM.</p> <p>If AEMO has insufficient resource capacity, then there may not be sufficient time for AEMO to complete accreditation for each participant by 1 December 2017.</p> <p>What is AEMO's contingency plan if this is the case – will we all go live anyway OR will that participant be restricted from commencing operations? This obviously doesn't work for an existing participant. It will also be problematic where the LNSP needs to extract themselves from the ENM role on 1 Dec 17 if the contracted ENM is not able to gain accreditation.</p> <p>Note – if participants start failing accreditation this will drive up the resourcing requirement and length of the 'queue'.</p> | This is a market readiness issue and a resourcing issue for AEMO. |
| 38. | AusNet Services | 3.4 | Queuing Policy | <p>AusNet Services considers there does not appear to be a timeline for AEMO to assess or approve applications for accreditations. To address this we recommend a basic Gantt detailing the steps and timings may be beneficial.</p> | AEMO will not be providing a Gantt chart. There are too many dependencies on applicant activity for a Gantt chart to be of any use. |
| 39. | WINconnect | 3.4 | Queuing Policy | <p>We appreciate the time required for AEMO to consider applications, however we acknowledge that it is in the industries best interest to ensure the process delivers a number of well-resourced ENM entities to facilitate a competitive market for that service come 1 December,</p> | Noted. |
| 40. | Red/Lumo | 3.4 | Queuing Policy | <p>Red and Lumo requests AEMO to elaborate on how the level of responsiveness will be measured in the following statements:</p> <p>The applicants' responsiveness when addressing requests for further information or re-submission of responses to Accreditation Checklists will be taken into consideration when AEMO is required to assess more than one application at a time.</p> <p>AEMO will prioritise its assessment of each application on the basis of the responsiveness demonstrated by each applicant in its pursuit of accreditation and registration, especially when AEMO has sought further information or required applicants to review and update their responses to an Accreditation Checklist.</p> | AEMO cannot elaborate any further. Red and Lumo have objected to a previous draft of this provision and AEMO has responded by redrafting it. AEMO does not believe that 'responsiveness' is a concept that requires further elaboration in the procedure. |
| 41. | Red/Lumo | 3.5.1 & 3.5.2 | Inadequate Responses or Missing Information & Application in Abeyance | <p>How will this clause be considered in respect to clause 3.4 Queuing policy?</p> | AEMO agrees that these two provisions need to work together better and have made some changes towards this end. |
| 42. | Energex Limited | 3.5.2 | Application in Abeyance | <p>Clarification is required as to whether any remaining application fee deposit will be refunded by AEMO if an application is withdrawn or is deemed to have been withdrawn.</p> | See comment #36. |
| 43. | Pacific Hydro | 3.5.1 | Inadequate Responses or Missing Information | <p>If AEMO considers that any response is inadequate or supporting documentation is missing, AEMO will notify the applicant and, unless AEMO reasonably considers that AEMO has sufficient information to commence a pre-production assessment in accordance with section 3.6, the application will be placed in abeyance until the requested furthe response or documentation is received.</p> | Agreed. |
| 44. | SCCA | 3.6 | Pre-Production Assessment | <p>We are concerned with the nature of the systems that are essentially a pre-qualifier for an ENM to be considered for accreditation and registration, which is essentially akin the requirements of a licensed retailer.</p> <p>This includes a requirement for the applicant to have processes and IT systems which are ready to interact with AEMO's systems safely and securely, and will deliver data in the appropriate formats and timeframes after accreditation and registration.</p> <p>We believe that AEMO should develop a web-interface system for ENMs to utilise for its principal AEMO interactions.</p> <p>Otherwise, the proposed systems may set a high barrier to entry via higher costs for a new party, which is also spread across a relatively small number of customers.</p> | All of the ENM's functions can be performed via an MSATS web interface. If the ENM wishes to implement integrated processes, the requirements in this section will apply. |
| 45. | Simply Energy | 3.6 | Pre-Production Assessment | <p>There should be some set criteria for MC pre-prod assessment in addition to the other three roles, esp MarketNet and MSATS at a minimum.</p> | See comment #1. |
| 46. | United Energy | 3.6 | Pre-Production Assessment | <p>It is critical that AEMO's Pre-Production Environment is in place, tested and ready to support Industry Testing by next year.</p> | This is a market readiness issue. |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
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| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
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| | | | | Can AEMO please clarify that this will be the case, as all parties will be dependent on it being operational to commence testing. What is the mechanism to capture issues/defects with the changes applied in the AEMO Pre-production environments? Will an existing 'BAU' pre-production environment remain in place for any changes being made / tested prior to Metering Competition? | |
| 47. | Energy Intelligence | 3.6 | Pre-Production Assessment | <ul style="list-style-type: none"> AEMO requires that the applicant's IT systems and processes are ready to interact with AEMO's systems safely and securely and to deliver data in the appropriate formats and timeframes after accreditation and registration. Due to the smaller customer numbers that ENMs are likely to manage, we suggest AEMO should consider a web portal/interface suitable for ENMs to enter all the required data. The interface should also have functionalities to convert and send/receive files to MASATs and other systems in the appropriate formats. The nature of the systems and processes may set a high barrier for entry in relation to costs, for a new applicant | The ENMs will be required to have access to MarketNet & MSATS. However, AEMO notes there are various ways participants can interface with MSATS, including access via a web portal. |
| 48. | Select Solutions | 3.6.1 | General | There does not appear to be a guiding timeline for AEMO to assess or approve applications for accreditation. An overview of activity and timeline may be beneficial so MPs can form a view of how long an accreditation process could take. | This will depend on a number of factors, most of which AEMO does not control, hence the absence of a timeline. |
| 49. | EnergyAustralia, Aurora & Simply Energy | 3.6.1 & 3.6.4 | General & Applicant System Testing | Both question why an ENM would require access to the B2B ehub. They may choose to use it, but do not believe that they are required to use it. | Agreed. |
| 50. | Endeavour Energy | 3.6.1 | General | Procedure improvement: Metering Provider category C should also be excluded from the requirements to have access to systems highlighted in the first paragraph. We suggest rewording to: "After accreditation and registration, MPs (except Category A), MDPs (except category C) and ENMs will require access to AEMO's MarketNet, MSATS and the B2B e-Hub (which is part of MSATS)." | Agreed. |
| 51. | Endeavour Energy | 3.6.2 | MarketNet | Procedure improvement: The ENM should be included in the first paragraph. We suggest rewording to: "MarketNet is AEMO's network that provides Registered Participants, ENMs, MPs and MDPs access to MMS and MSATS." | Agreed. |
| 52. | Select Solutions | 3.6.2 | MarketNet | Is it assumed that MarketNet, MSATs and B2B hub is a requirement and pre re-quisite for any MPB Registration (not just specifically for Type 4A) | Yes. |
| 53. | United Energy | 3.6.4 | Applicant System Testing | Any participant seeking accreditation should have to test with a number of parties in the NEM to ensure that end to end processes work. Testing with responders only, does not ensure that services to customers remain seamless. | Noted. |
| 54. | WINconnect | 3.7 | Independent Review | The requirement for independent on site reviews seems to stretch the 8 month time line for accrediting all ENMS for 1 December start date. AEMO should also assure the market well in advance of a list of independent advisors. | AEMO does not consider that the appointment of independent reviewers per se would increase the time taken to accredit and register an applicant. AEMO may appoint such reviewers in its discretion in the exercise of a statutory function. |
| 55. | WINconnect | 3.7.1 | On-Site Risk-Based Review | Clear guidance on the scope of this review will assist potential ENMs in considering how they prepare for such a review. | The scope of this review is limited to the requirements in the Service Level Procedure – Embedded Network Managers. AEMO would generate reports to enable it to assess the ENM's compliance as required by the SLP. Areas of concern following the assessment will be communicated to the independent reviewer for further on-site assessment. |
| 56. | Energy Intelligence | 3.9.1 | AEMO Accredits and Registers Applicant | AEMO has not provided any time limit that it may typically take in the process of ENM accreditation , leaving an uncertainty and burden on the applicants | That is true. AEMO is not in a position to commit to any timeline where the requirements for accreditation are still not known, or can be considered in light of a number of other unknowns in the accreditation space. |
| 57. | Endeavour Energy | 3.9.1 | AEMO Accredits and Registers Applicant | Procedure improvement: The successful applicant should also be obligated to update the ROCL prior to receiving their new or amended accreditation. We suggest rewording to: "AEMO will also update its published list of accredited MPs, MDPs or ENMs (as appropriate) and the ROCL to include the details of the successful applicant and their accreditation." | AEMO understands that there is another process underway for the improvement of the RoCL update process and this will be addressed as part of that. The RoCL includes details of Market Participants, as well, so it is necessary that only one process capture it. |
| 58. | SCCA | 3.9.2 | Application not Successful | We support that unsuccessful applicants will have an opportunity to address unmet criteria for reconsideration by AEMO in a set timeframe. | Noted. |
| 59. | Energex Limited | 5 | Re-Accreditation And Registration | Clarification is required as to whether re-accreditation will be subject to the same application fee deposit of \$5,000. | Yes. It applies to applications for re-accreditations. This will be made clearer in the document. |

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| 60. | Endeavour Energy | 5 | Re-Accreditation And Registration | Procedure improvement: It is not clear what is meant by “ ... as adjusted by AEMO” given that any changes to this procedure must undergo a consultation process. For the avoidance of any confusion we suggest that these words be removed from paragraph. | This is to be read as intended. AEMO will assess how the qualification process might be adjusted for a re-accreditation application on a case-by-case basis. |

Table 6 – Service Level Procedure (ENM)

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below.

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--------------------------------------|-------------------|--------------------------------------|---|---|
| 1. | WINconnect | General Comment 1 | | How is the ENM identified in initial NMI discovery for a wining retailer? How does the parent NMI EN code identify who the ENM is? | The ENM will be returned in the LNSP role ID for Child NMIs as a search result in NMI discovery. The Parent NMI EN code cannot identify who the ENM is, however, it will provide a link between the Parent NMI and the Child NMI because both NMIs will have the same EN Code |
| 2. | WINconnect | General Comment 2 | | The CATS procedures place obligations on “EN owner”. (see 4.18. (B) (iii)) However, AER NSP obligations are to the ENO: owner, operator or manager. Also EN owners are not accredited SPs or Market participants. AEMO need to clarify how obligations on the “EN owner” are to be carried out. | AEMO agrees that this is problematic and will consider it when AEMO makes further clarifications to the CATS procedure in work package 3. |
| 3. | Simply Energy | 1 | Introduction | This Procedure should dictate a standard process from a Retailer to approach an ENM, to reduce barriers to competition in metering. If it is left unaddressed, all ENMs will end up with different set of processes and Retailers will be required to manage different ENMs in different ways, even though the outcome is the same – getting a customer on-market. | AEMO is not in a position to dictate how parties are to approach each other. This is outside the scope of what AEMO is required to include in this procedure. |
| 4. | ActewAGL | 1.1 | Purpose and Scope | Purpose sentence should include the words Embedded Network Manager in the following sentence to be consistent with the other documents instead of generic ‘This Service Level Procedure (Procedure) is made in accordance with ...’ Eg. This Service Level Procedure – Embedded Network Manager (Procedure) is made in accordance with .. | Agreed |
| 5. | Secure Meters | 1.3 | Related AEMO Documents | In the qualifications document it has stated a list required to be read by a ENM but they are not in the related documents | Each list serves a different purpose. The ‘Related AEMO Documents’ section in each Retail Electricity Market Procedure identifies the AEMO procedures that are related to the procedure in question, whereas the reading list in the Qualification Procedure is designed to assist applicants prepare when seeking accreditation. The scope of what is required for the purposes of accreditation is far broader than what any particular Retail Electricity Market Procedure might require. |
| 6. | WINConnect | 1.3 | Related AEMO Documents | Is this a reference to AEMO’s Embedded Network Guidelines (Nov 2009) or will a new guideline be produced? It would assist for these guidelines to be updated to clarify roles and obligation to all interest and effect parties, including guidance to FRMPs when winning EN child customers and LNSPS in the same circumstances. | This is a reference to the Guide to Embedded Networks that AEMO is required to publish under the new rule by 1 March 2017 and it will replace the existing Embedded Network Guideline. The link will be updated to reflect the location of this document once determined. |
| 7. | Shopping Centre Council of Australia | 2 | Obligations | We note the obligations reflect those in the AEMC rule change. | Noted |
| 8. | Active Utilities | 2.1 | Embedded Network Management Services | Sub clause (k) - this clause refers to the requirement to maintain EN wiring & metering information. We would like clarification as to what the exact requirements are here- this seems to be a movement away from principal requirements of an ENM? We are concerned that especially for Brownfield conversions or buildings that were converted to EN’s some time ago that this information will either not be available or not be accurate. An ENO or ENM may not have the ability to have this audited due to many factors. | The definition of EN wiring information in the new Rule is: “Panel layouts and wiring diagrams relevant to an <i>embedded network</i> .” The new Rule imposes two requirements in respect of EN wiring information: <ol style="list-style-type: none"> That this procedure include ‘the requirements for the management of relevant EN wiring information’ (see NER 7.16.6A(c) (3)). That ENMs exhibit to AEMO’s reasonable satisfaction a number of capabilities, including the establishment of a system that can ‘provide audit trail management of EN wiring information’ (see NER S7.7.2 (d) (3)). NER S7.7.2 (d) (3) requires ENMs to establish a system that can provide audit trail management of EN wiring information. If an ENM is unable to produce EN wiring information in respect of an embedded network, that is a matter between the ENM and its customers and, potentially, state electrical safety regulators. It is not for AEMO to exonerate their provision. Finally, any perceived lack of regulation of the activities of an ENO in respect of the provision of EN wiring information needs to be directed to the AER. AEMO has no jurisdiction over ENOs. |
| 9. | Energy Intelligence | | | We are unclear of the proposal for an ENM to maintain and manage relevant EN wiring information and meter arrangements [2.1 (k) Embedded Network Management Services] . The type of EN wiring and meter arrangements should be clearly stated. In some scenarios this information may not be available to the ENM (Eg. Single line diagrams), hence it should not be a mandatory requirement for ENMs to maintain this information. | |
| 10. | Shopping Centre Council of Australia | | | We oppose the proposal at section 2.1 (k). This requirement is generally reflected at sections 3.2 (c) and (d). The scope of the requirements are unclear. This could extend to single line diagrams, and this must be expressly ruled out. This raises issues with ‘older’ systems – and also then links to the proposed auditing requirements. It is critical to ensure all that is required, is what is required for the market to operate which relates to the parent/child relationship. | |
| 11. | Shopping Centre Council of Australia | | | 3.2 | |
| 12. | WINConnect | | | (c) EN wiring information AEMO needs to clearly define “EN wiring information”. (d) Version control of embedded network wiring plans or designs. As above, this requires tighter definition as to what constitutes a design. | |

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| | | | | <p>Whilst ENM acting as a third party on behalf of the ENO can be expected to use best endeavours to ensure up-to-date wiring configuration is appropriately documented, it is difficult for them to certify this to be the case at any point in time. There must be some associated regulatory requirement on the ENO under the AER's network exemption framework to ensure that accurate information is made available in a timely fashion.</p> <p>Failure to clearly define this requirement may act as a deterrent to the entry into the market for ENM services. ENMs will only likely be exposed to regulatory risk that they can have direct control over. Whilst direct contractual conditions between the ENO and ENM may foresee these things, there needs to be a minimum standard set by both the AER and AEMO to ensure that relationship fosters seamless implementation of market transactions by both the ENM and ENO.</p> | |
| 13. | Active Utilities | 2.1 | Embedded Network Management Services | <ul style="list-style-type: none"> Sub clause (n) – this clause refers to maintaining a register of all allocated Child NMI's. We would like AEMO to provide a standard format for this collection of this information. We are concerned that should we take over management of an existing ENM that the information should be presented in a standard format to assist in transition. This will also assist AEMO in their auditing processes. General – we would like to understand how AEMO would like the above information stored and what access will be required i.e. should this information be readily accessible via an online portal or via FTP? | The information required to be maintained is not complex, and AEMO does not intend on restricting how the ENM meets this requirement. |
| 14. | AusNet Services | 2.1 | Embedded Network Management Services | There are no timing obligations on the ENM to create Child NMIs and to provide Child NMI information to MC, FRMP and EENSP. AusNet Services considers that the ENM Service Level Procedures (SLPs) should contain ENM timing obligations for these important tasks just as the MP and MDP Service Level Procedures have similar types of obligations. This is important because other instruments, including the AER's Network Service Provider Registration Exemption Guideline, do not prescribe the timeframe, and leaving it to commercial arrangements with the ENO will not result in satisfactory outcomes for customers seeking Market Offers. | AEMO has redrafted the process and required timeframes for Child NMI allocations by the ENM in section 4.1 of the ENM SLP procedure. |
| 15. | Pacific Hydro | 2.1 | Embedded Network Management Services | <p>'<i>Embedded network management services</i>' is a defined term in the NER and therefore a NER requirement.</p> <p>Suggest the following rewording:</p> <p>Under the NER, the ENM must provide <i>embedded network management services</i>. The following is a list of those services:</p> <ol style="list-style-type: none"> provide market interface services for <i>child connection point</i> End Users, which are services that link End Users to the <i>NEM</i> systems, for example: <ol style="list-style-type: none"> create Child NMI; maintain Child NMI CATS Standing Data; and maintain the Network Tariff Code for Child NMIs; upon request from a <i>retailer</i>, apply to AEMO for <i>NMIs</i> for <i>child connection points</i> in the <i>embedded network</i> for which they are the ENM; register Child NMIs in MSATS; provide the MC, FRMP, and EENSP with the <i>NMI</i> of the <i>child connection point</i>; establish and maintain the <i>NMI Standing Data</i> for its Child NMIs within MSATS; allocate Embedded Network Codes for their Child NMIs in MSATS; act in the Role of LNSP in MSATS for its <i>child connection points</i>; maintain and manage relevant <i>EN wiring information</i> and <i>meter</i> arrangements; assign a DLF to each <i>child connection point</i> in MSATS; provide AEMO with a list of all DLFs for all their <i>child connection points</i> indicating which ones were calculated by the EENSP; and maintain a register of all allocated Child NMIs. <p>In the provision of these <i>embedded network management services</i> the ENM must:</p> <ol style="list-style-type: none"> comply with all directions from AEMO to fulfil any obligation under this Procedure; co-operate in good faith with AEMO, all <i>Registered Participants</i>, MPs, MDPs and other ENMs; ensure any information collected by the ENM is kept confidential and secure in accordance with the NER and only provided to persons entitled to have such access. | <p>There are additional obligations in the NER that ENMs must comply with. We agree that the NER specify what the ENM services are, but there are other obligations, and we did not want to give ENMs (who are likely to be new to the industry) the impression that this document contained everything they needed to know about the provision of those services.</p> <p>We liked the way the provision was restructured, so we have adopted that.</p> |
| 16. | Shopping Centre Council of Australia | 2.1 | Embedded Network Management Services | We note the management services an ENM must provide, including the allocation of Embedded Network Codes for Child NMIs in MSATs (2.1 (i)). | Noted |

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| 17. | Select Solutions | 2.1 | Embedded Network Management Services | Who is responsible to supply metering transformers for an on market EN connection point? Is it the LNSP or ENM? | The Metering Provider is responsible for providing the metering installation, which includes metering transformers. |
| 18. | Pacific Hydro | 2.2 | Use of Sub-Contractors | Where an ENM engages a sub-contractor to perform any of its obligations specified in the NER or this Procedure, the ENM must : Delete 'must' at the beginning of (a) to (e) | Adding 'must' to the main sentence does not work for (b). |
| 19. | Shopping Centre Council of Australia | 2.2 | Use of Sub-Contractors | We support the ability to use sub-contractors. | Noted |
| 20. | Network Energy Services | 2.3 | Insurance | Clarification on the Insurance Obligations. At this stage Public Liability insurance and Professional Indemnity Insurance have minimum amounts 'per occurrence.' The term 'per occurrence' could be replaced with 'must be maintained across the ENs managed by the ENM.' | The requirements imposed in the SLP align with how insurance policies are structured. AEMO has specified that the cover required of an ENM must include a minimum amount per occurrence. Any alternative type of cover would provide less coverage. AEMO suggests that Network Energy Services take up the matter with its business insurances broker. |
| 21. | Shopping Centre Council of Australia | 2.3 | Insurance | We are concerned with the level of public liability insurance required, given the role and obligations of the ENM. | The level of cover specified for public liability insurance for ENMs is half the amount required from MPs, MDPs, and MCs and, following a quick internet search for available cover for small businesses, \$5 million seems to be the minimum cover available. |
| 22. | Energy Intelligence | 3.1 | Systems and Interface Requirements | The provision of any documents, plans or other information required to be kept by the ENM (information), regardless of form, and provided by ENM to AEMO or any other person could potentially raise security concerns (Eg., customer information) | AEMO takes the reference to 'security' to mean confidentiality. Confidentiality concerns should be alleviated when one considers that AEMO is bound to protect information it receives during the course of performing its functions in accordance with section 54 of the National Electricity Law and that Division 6 of that Law provides a framework for that protection. Section 3.1(e) was included because of NER 7.16.6A (d) (8). In order to maintain a robust competitive market, it is imperative that data used for the purpose of providing services to End Users be capable of being transferred to a subsequent service provider. Privacy and confidentiality are not being addressed in this provision. They are addressed by other statutory instruments. Obligations concerning privacy and confidentiality exist regardless of what section 3.1(e) states. Section 3.1(e) addresses the intellectual property rights that exist in information that has been provided to other parties by an ENM, as required by the NER and procedures under the NER, such as this SLP. More specifically, it addresses the concern that an ENM could frustrate any effort by an End User to seek an alternative service provider by blocking access to that information claiming a breach of the ENM's intellectual property rights. Hence, AEMO does not agree that it is not appropriate for AEMO to regulate the transfer of intellectual property rights in the way that section 3.1(e) does. Instead, it is entirely appropriate as it is required by NER 7.16.6A (d) (8). Moreover, to restrict the use of such information to the purpose for which it was originally provided would frustrate competition. |
| 23. | AGL | | | AGL believes that clause (e) should be reviewed with further legal consideration. While an ENM may provide information to another participant, it would be expected that that the information is provided according to privacy provisions and appropriate provisions of commercial confidentiality as part of that's party's functions within the NEM. It is not appropriate for an AEMO procedure to give free, perpetual licence to copy, transfer or use such material. The material is provided for a purpose and its use should be limited to that purpose and not other purposes within the NER. | |
| 24. | EnergyAustralia | | | While an ENM may provide information to another participant, it would be expected that that the information is provided according to privacy provisions and appropriate provisions of commercial confidentiality as part of that party's functions within the NEM. | |
| 25. | Shopping Centre Council of Australia | | | We are concerned with 3.1 (e) whereby AEMO can be provided with information about an embedded network, which could, for instance, relate to security issues. | |
| 26. | Active Utilities | 3.1 | Systems and Interface Requirements | We have concerns with the requirements to maintain similar IT systems to other stakeholders. We believe that this will force significant extra costs in to the EN which ultimately will be passed on to the end consumer. | This is not what section 3.1(a) requires. The ENM is required to comply with the MSATS Procedures as per clause 7.16.2 of the NER, hence, AEMO requires in section 3.1(a) that ENMs have systems and interfaces that can interact with the systems it must interact with in order to fulfil their NER responsibilities. Insofar as access to the B2B e-hub is concerned, AEMO agrees that it will not be required unless the ENM proposes to become a <i>B2B Participant</i> . |
| 27. | AGL, Simply Energy , Aurora, Red Lumo & EnergyAustralia | 3.1 | Systems and Interface Requirements | They question why an ENM is required to have B2B systems. It is unclear what processes an ENM undertakes which require them to establish and maintain a B2B interface. If an ENM chose to be a B2B participant, they would expect any obligations to arise from becoming a B2B participant. | AEMO has amended section 3.1(a) (ii) to clarify that use of the B2B e-Hub is not mandatory. |
| 28. | Shopping Centre Council of Australia | 3.1 | Systems and Interface Requirements | We believe AEMO should develop a business interface for ENMs – and we understand this has been considered by AEMO previously in the form of an improved web-interface. | Comment has been referred to market readiness work stream. |
| 29. | Active Utilities | 3.2 | Embedded Network Information | We would like to see a Data Format Guideline as to how this information is to be presented, with the view that it should be consistent between ENM's. | The information required to be maintained is not complex, and AEMO does not intend on restricting how the ENM meets this requirement. |
| 30. | AGL, EnergyAustralia & Simply Energy | 3.2 | Embedded Network Information | All questioneds the requirements of clause (a) as follows: "A retailer who becomes responsible for a child connection point will be required to appoint a metering coordinator for that point. Surely that metering coordinator would be responsible for maintaining | It is a requirement under NER clause 7.5A.2 for the ENM to maintain information about the type and configuration of metering installations for all child connection points that it is responsible for. |

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| | | | | information relating to the metering installation at that point as the parent FRMP MC will be responsible about the market meter for the parent." | |
| 31. | AGL & EnergyAustralia | 3.2 | Embedded Network Information | Clause (f) This clause seems overly bureaucratic and far too onerous. AGL would expect any business to maintain the appropriate and relevant correspondence for the role, participants and associated functions, not correspondence with all persons . | The section needs to be read in its entirety: "The ENM must maintain information about each embedded network it is responsible for, which includes: (f) correspondence with all persons. The requirement is to maintain all correspondence about each embedded network for which the ENM is responsible. To refer to the embedded network again in paragraph (f) would be poor drafting. All businesses must maintain records. This requirement is no more onerous than what any business' document retention policy would require. |
| 32. | Aurora | (f) correspondence with all persons. – This statement seems very broad | | | |
| 33. | WINConnect | (f) Correspondence with all persons This requirement is too vague. It should be more clearly defined or removed. | | | |
| 34. | Network Energy Services | 3.2 | Embedded Network Information | We request that there be recognition that older ENs may not have detailed EN Wiring plans from older sites where plans may have been lost. In these situations ENMs may be discouraged from assisting such sites. In such situations, upon the appointment of an ENM, a 6 month grace period is provided to enable production of the relevant wiring information. Clause (c) should be amended to read 'relevant EN wiring information' to be consistent with Clause 2.1(k) | See AEMO's response to the submissions to section 2.1, however AEMO agrees with the addition of the word 'relevant' to paragraph (c). |
| 35. | Pacific Hydro | 3.2 | Embedded Network Information | Is there a time limit that the information referred to in this section must be maintained? | See NER clause 1.9. |
| 36. | WINConnect | 3.2 | Embedded Network Information | (a) Type and configuration of metering installations for all child connection points This should, presumably apply to off market child connection points also. (b) Subtractive or other arrangements used in respect of those metering installations. We are unsure of what AEMO's intention is here. A subtractive metering arrangement should only be required to facilitate subtractions for the purposes on market wholesale settlement. The existing parent/child EN code relationships in MSATS facilitate this. The ENM should be required to record these relationships to the extent that they are required to ensure information in MSATS is accurate under the CATS procedures. Any off market subtractive arrangement may be noncompliant under the AERS onselling/network exemption guidelines, as any load being separately billed with the EN should be individually metered. | ENMs obligations are only related to the on market child connection points as per the NER. Section 3.2(b) of the ENM SLP is an ENM obligation as per clause 7.5A.2 (a) of the NER. |
| 37. | | (e) Calculation of DLFs This should read calculation of 'site specific DLFs'. It's unclear why the ENO needs to hold information as to the <i>calculation</i> of a site specific DLF. The calculation methodology is between the AER and the ENO. The requirement on the ENM should only be to ensure that the accurate site specific DLF code is placed in MSATS. The accurate billing of the DLF is a matter for the child FRMP. | | | |
| 38. | AGL | 3.3 | Audits Undertaken by AEMO | AGL questions why a review undertaken by AEMO is specified to be negative assurance. Depending on the nature of any findings or issues which may arise a greater or lesser degree of assurance may be required. Further, we believe that the term negative assurance is no longer used – but rather the terms are <i>limited</i> or <i>reasonable</i> assurance. AGL suggests that the type of assurance be removed from this section and the level be determined on an as needs basis. | AEMO considers that the level of assurance should be included in the SLP to provide certainty. The two types of assurance engagement are a reasonable assurance engagement (provided to a positive assurance level) and a limited assurance engagement (provided to a negative assurance level). Therefore, AEMO considers the term 'negative assurance level' is appropriate as it indicates a limited assurance engagement and it distinguishes the review from a reasonable assurance engagement. |
| 39. | Shopping Centre Council of Australia & Energy Intelligence | 3.3.2 | Timing of Audits | We consider the proposed auditing requirements excessive consider the small number of customers ENMs are likely to manage. This has a significant impact in terms of cost and time for the entry/small participants | ENMs are new providers in the market, the outcomes of the initial audit and ongoing monitoring will enable AEMO to determine future audit requirements. |
| 40. | Aurora Simply Energy & AGL | 3.3.2 | Timing of Audits | Should this say "or" rather than "and" | It needs to remain as "and", because both audits will need to occur and it is not one or the other. |
| 41. | Simply Energy Aurora & AGL | 3.3.3 | Notice of Audit | Should this say "or" rather than "and" | It needs to remain as "and", because the sub-paragraphs refer to different requirements. It is possible that both types of reviews are occurring at the same time. |

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APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|--|--------|--|---|--|
| 42. | Shopping Centre Council of Australia & Energy Intelligence | 3.4 | Other Audits | We have fundamental concerns that AEMO may undertake audits at any time upon a request from a registered participant. AEMO should clearly state the circumstances under which a registered participant could request for an audit. | Audit requirements in this procedure is reasonable and consistent with audit requirements imposed on MPs and MDPs. It should also be noted that AEMO has a discretion as to whether it will carry out an audit following a request from a Registered Participant. |
| 43. | AGL Aurora & Simply Energy | 3.5 | Review of Accreditation | AGL again notes the use of and between clauses. The word or should be used. | Agreed |
| 44. | Network Energy Services | 3.5 | Review of Accreditation | Clause 3.5(c) seems overly broad since ongoing system improvements are a constant feature of modern organisations. This clause should be rewritten to refer to only 'relevant changes to EN systems or platforms'. | Section 3.5(c) may require a reaccreditation following significant changes or updates only. |
| 45. | Active Stream | 4.1 | NMI Allocation | c) suggested gap The current wording enables an ENM 5 bus days to provide the NMI after they have allocated it but does not place a timeframe for the allocation. Suggest rewording: c) Provide the Child NMI to the MC, FRMP and EENSP for the metering installation within five business days of receiving the NMI allocation request. | Paragraphs (b) and (c) are reworded to align better with NER clause 7.8.2 (ea). |
| 46. | AGL & Simply Energy | 4.1 | NMI Allocation | While the ENM has five business days to provide the NMI when it is created, there is no SLA on how long it will take to allocate a NMI, which is not good customer experience as well as a poor business practice from a retailer perspective. It is not reasonable for the ENM to have no SLA for the allocation of a NMI. The process from request to provision of NMI should be achievable with five business days. | AEMO has redrafted this provision to align better with NER clause 7.8.2(e) (2). |
| 47. | Red Lumo | 4.1 | NMI Allocation | Indicative TNI Codes for the parent connection point is available to the ENM through the MSATS C1 report. The above statement appears after (d), should this be included in this section as (e) or removed? A similar statement has been included in 4.2.1 (d) Indicative DLF Codes and TNI Codes for the <i>parent connection point</i> are available to the ENM through the MSATS C1 report | Agreed. |
| 48. | United Energy | 4.1 | NMI Allocation | The NMI Allocation seems particularly light on given the discussion on EN formation i.e. brownfield and greenfield creation of an EN and also the closure of an EN and reversion to direct connections on the LNSP network. Discussions centred on direct LNSP connected NMIs and the role to make an LNSP NMI inactive or to ghost it from the market and whether this is the LNSP role or the ENM role and whether the ENM has obligations to reuse the ghosted NMI if the child chooses to come back on market etc. The day in the life of a connection point and NMI need to be made clear. There is no evidence of NMI reuse and NMI management to ensure integrity of the market in the drafting in this section. Spending the time to ensure clarity in this area before creating a complex market issue to unpick is highly desirable | Agreed, section 4 has been redrafted to reflect this. |
| 49. | WINConnect | 4.1 | NMI Allocation | The requirement to provide the child NMI should be within 5 business days of the ENM receiving either the allocation of the NMI or the allocation of the EN code from the LNSP. There should be no obligation to allocate a child NMI in MSATS until the EN code is available | As per the MSATS Procedure a Child NMI cannot be created without the EN code, as the Child Name, which contains the EN code. Child Name is a mandatory field in the Create Child NMI Change Requests in MSATS. |
| 50. | Acumen Metering | 4.1 | NMI Allocation | There should be a consideration to have the NMI reflect what Jurisdiction and Network it resides in. | Please refer to the NMI procedure table of responses for AEMO's response to this issue. |
| 51. | Ergon Energy (Network) | 4.3 | MSATS Setup | Ergon Energy recommends the procedure should clarify the process that will apply for an extinguished NMI, as this is not stipulated. | Section 4.3.6 is added to this procedure to provide details on the process for abolishing a Child NMI, also for details on when a NMI needs to be de-commissioned or retained. Please also refer to the NMI Procedure table of responses. |
| 52. | Shopping Centre Council of Australia | 4.2 | Distribution Loss Factors and Transmission Node Identity | We note the interaction with the AER's Network Service Provider Registration Exemption Guidelines. | Noted |
| 53. | Aurora | 4.3.1 | Market Exit | 4.3.1 (c) - The Roles do not need to be updated. Current Roles (i.e. Current ENM) remain recorded against the Child NMI. This indicates if the NMI returns to the Network those roles would apply unless updated and would be outdated, so should be infact removed. | When a Child NMI exists the market the NMI Status Code of 'N' will apply which means that the Child NMI is off market and no longer settled in the market, NMIs cannot be without roles in MSATS as the roles are mandatory fields against the NMI, but the NMI status of 'N' will be sufficient to indicate that the NMI is non market NMI and the roles are meaningless. If the Child NMI becomes on market again then the roles can always be updated in MSATS. |
| 54. | Active Stream | | | Recommend for c) When the child NMI is Off Market the market roles should be removed from the NMI. The FRMP, MPB, MDP are no longer applicable as the child NMI is once again part of an Embedded Network. | |

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|------|-----------------------|---------------|--|---|---|
| 55. | AGL & EnergyAustralia | | | AGL notes the obligations for market exit and strongly supports the NMI being end dated after the work has been done to remove the NMI from the market. Clause (c) - Current roles will have to be removed from the NMI. There will be no FRMP or MC or MP/MDP. AGL strongly rejects this procedural element as the market participants' obligations will have ended it when the NMI returns to the Embedded Network. | |
| 56. | WINConnect | 4.3.1 | Market Exit | It is more likely that the ENM would know about the market exit before the FRMP, e.g. churn to orphan. Is there a CATS procedure for the ENM to notify the FRMP of the impending change and if no objection, can change the NMI status to N on the required effective date? | In the CATS Procedure, once the ENM changes the NMI status to 'N', an MSATS notification will be sent to the FRMP. However there is no MSATS notification to notify the FRMP of the NMI status change before it occurs. |
| 57. | AGL | 4.3.2 & 4.3.3 | Resumption as Child Connection Point & Physical Rewiring to Join an Embedded Network | AGL believes that very few sites which have reverted back to an embedded network will re-enter the market in a short timeframe. Further, as many of these are likely to be commercial, then there is no guarantee that the connection point for the child NMI will be the one which was used initially. | Noted, section 4.3.2 has been redrafted |
| 58. | Endeavour Energy | 4.3.3 | Physical Rewiring to Join an Embedded Network | Procedure improvement: When an existing connection point becomes a child connection point the physical location of the connection point changes and the agreed point of supply also changes because electrical configuration work is require to move the point of supply from the distribution network to the embedded network. Therefore the NMI should be made extinct and if necessary a new NMI assigned to the child connection point. Please see our comments in the MSATS Procedures: National Metering Identifier for more detail. We suggest deleting this clause. | Section 4.3.3 has been deleted as it is no longer relevant after the proposed changes to the NMI procedure. Refer to the NMI Procedure table of response on this issue. |
| 59. | United Energy | 4.3.3 | Physical Rewiring to Join an Embedded Network | The obligation should clearly state that the ENM must update MSATS for every child NMI even those that were on market that need to become off market, this change must be aligned to the date of final reads at each child meter and the commencement of reads for the parent meter and must be completed in MSATS within 2 bus days. | |
| 60. | WINConnect | 4.3.3 | Physical Rewiring to Join an Embedded Network | Which market participant should be changing the LNSP from the local distributor to the ENM at the time of the conversion? If there are no on-market children, i.e. all orphans, then there is no ENM? | |

Table 7 – Unmetered Load Guideline

In the submissions, AEMO acknowledges that a number of comments were made about style, typographical errors and related issues. Where appropriate, AEMO has taken these comments on board, but they are not included in the table below.

| ITEM | RESPONDENT | CLAUSE | HEADING | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|-----------------------------|--------|-------------|---|--|
| 1. | AGL, Aurora & Simply Energy | 2.1 | The process | <p>If the process for assessment of an unmetered load is to seek eligibility in conjunction with an LNSP (Blue Diamond 1) then it may be more preferable to either have an LNSP as a supporting proponent when the application is made.</p> <p>If no LNSP is a supporter of a device, then perhaps a request should be made of all LNSPs to determine if they would contemplate connecting the device.</p> | <p>The procedure states clearly in section 3 that the applicant seeking to have the Unmetered Device included in the NEM load table must obtain approval to use the device from relevant authorities.</p> <p>An applicant can seek the support of an LNSP as a co-proponent. AEMO sees no reason to prescribe this as a requirement for an application.</p> |
| 2. | Pacific Hydro | 3 | DISCLAIMER | <p>merely reflects an agreement to use a value that facilitates the calculation of <i>energy</i> consumed by that Unmetered Device when calculating <i>metering data</i> for that Unmetered Device; and</p> | <p>AEMO considers that the qualification 'merely' serves to reinforce the conclusion that an update to the load table does not in any way represent any endorsement of the Unmetered Device.</p> |
| 3. | AGL & Simply Energy | 4.1 | Generally | <p>Clause (h) check grammar ...95% assurance (confidence level) that the mean the Unmetered Device load ...</p> | Agreed. |
| 4. | Aurora | | | <p>h) "that the mean the Unmetered Device load" – does not read right – should this be "that the mean for the unmetered devise"?</p> | |
| 5. | Energex | 4.1 | Generally | <p>Section 4.1(j) has been amended from: "Formal acceptance to use the Unmetered Device from at least one LNSP. Formal confirmation supporting the installation of the Unmetered Device (such as a letter from a person proposing to use the Unmetered Device)." to: "Formal confirmation supporting the installation and use of the Unmetered Device (such as a letter from a person proposing to use the Unmetered Device or an LNSP)." As an LNSP, Energex would prefer that the wording should revert back to the previous version where at least one LNSP must formally accept the use of the unmetered device. This would prevent a manufacturer from having a device registered that is unlikely to be supported by LNSPs.</p> | <p>The procedure states clearly in section 3 that the applicant seeking to have the Unmetered Device included in the NEM load table must obtain approval to use the device from relevant authorities.</p> <p>AEMO does not consider that the LNSP should have the power to block an attempt by a manufacturer to have an Unmetered Device included in the load table. Whether anyone actually uses the Unmetered Device is another matter.</p> |

Table 8 – Other Issues Related to Consultation Matter

| ITEM | RESPONDENT | DOCUMENT | CLAUSE | HEADING/DEFINITION | PARTICIPANT COMMENT | AEMO RESPONSE |
|------|------------------|------------------------------------|--------|------------------------|---|---|
| 1. | Active Utilities | | | | We are generally concerned with the onerous nature of the ENM application, qualification and ongoing management processes detailed in these documents. While we agree that the ENM role is a valid approach to perceived issues surrounding EN's – we feel that as EN's only play a small part in the operation of the NEM that accreditation should reflect this. We are very concerned that for those smaller EN networks that these conditions will mean exit of the network or large fees being passed on to the end user. As an industry we cannot afford for existing EN's to fail as the cost and processes to convert to standard arrangements are not a viable solution. | AEMO considers that the comment is premature as the Accreditation Checklist has not yet been developed for the ENM. |
| 2. | Pacific Hydro | Default and Registration Procedure | 6.1.1 | MP, MDP or ENM | The clause references the 'relevant' MP, MDP, ENM. When referencing multiple parties in other documents the word 'relevant' is not always used. Is there any significance in using the word 'relevant'? | Unless there is particular concern expressed by way of a specific example in another document, AEMO cannot respond to this comment. |
| 3. | Active Stream | General | | | Collectively it would have been more time efficient for Participants if the Response template was formatted and updated accordingly for this draft consultation, such as : - Title page to reflect correct consultation stage etc. Font within the table to be consistent between columns etc. | The response templates are a tool to assist participants in making their submissions. The template is provided in MS Word format and is easily configurable. Participants are free amend a template to suit their needs. |
| 4. | AGL | General | | | The tables do not lend themselves to providing additional or general comments associated with the whole procedure. | |
| 5. | Active Stream | General | | | When reading documents there appeared to be inconsistency in the message/process of the document. Some sections were very light on; missing clarifying detail. | In the absence of any specific examples of what might be "light on" or "missing clarifying detail", AEMO cannot respond to this comment. |
| 6. | AGL | General | | | AGL notes that in many of the lists of criteria which are expected to be individual criteria, the word and has been used between criteria (indicating that both criteria should be met) rather than the word or , indicating that any of the criteria should be met. Also, the introductory sentences preceding these lists are not clear in defining that any of the criteria are a trigger. See SLP ENM – clauses 3.3.2, 3.3.3 and 3.5 as examples. As such, AGL strongly recommends that these lists be reviewed and amended appropriately to ensure clarity of the operation of the criteria. | AEMO have addressed this issue where it has been highlighted in a procedure. |
| 7. | Simply Energy | General | | | <u>Embedded Network Manager on Day-1 post go-live (1st Dec 2017):</u> Simply Energy would like to get clarification on the obligation around appointment of ENM by the Embedded Network Operators and what would be the "default" appointment if there is no ENM to take on a particular Embedded Network. This could lead to a number of consumer impacts and Simply Energy would like to confirm if there are any default position in place. If not, how can the obligation be met by ENO? | Requirements for the appointment of an ENM are considered in the NER and AER documents as required by the NER. |
| 8. | Simply Energy | General | | | <u>Meter type 4A</u> Industry has raised it previously and Simply Energy would like to raise it again – Meter type 4A needs to have some information in MSATS (background data to advise if it is 4A because of <u>customer prevention</u> or <u>comms issue</u>) as a standing data, so this can be discoverable by NMI discovery process. We strongly advocate that this data is not customer data, because it is linked as a part of meter history. Inclusion of this information will assist us in identifying any meter replacement issues and we will strongly recommend this to be included at a Meter Level in MSATS. | Refer to AEMO's response below from the final determination for Package 1: AEMO does not see the need for further levels of differentiation such as a variation to the Type 4A code to include the reason that the Type 4A rather than Type 4 was installed. AEMO considers this to be adding a level of complexity to a field that is unwarranted, when there are other ways to identify why a type 4A metering installation is installed. A type 4A metering installation is considered in the NER to be installed in exceptional circumstances and the MC will have to ensure that it manages any exemptions allowing the installation of type 4A, and therefore must keep records outside of MSATS. Further, the NER does not provide for a type 4 metering installation to be replaced with a type 4A. |
| 9. | Simply Energy | General | | | <u>Use cases and process flows:</u> Simply Energy recommends including a "build pack" view for Electricity Procedures, especially in Embedded network management from on-market and off-market movements. Use case scenario building of associated MSATS and CATS transactions will be highly beneficial for the industry to clearly understand the process due to the complexity with additional participants. | This is a matter for the Readiness and Systems Working Groups to consider. |
| 10. | Select Solutions | Metrology Procedures Part A | | Metering Installations | Is there a view that under PoC that LNSPs will no longer supply metering transformers and therefore in Victoria at least, that these will no longer be cost recovered via Network charges? That is will MCs or MPs be providing that service in Victoria | Rules for the ownership of devices, including instrument transformers and cost recovery are not relevant in the context of the procedures AEMO must develop or update for this consultation. |

Table 9 – Exemption Guideline for Small Customer Metering Installations

AEMO received a number of comments in first stage submissions on the Exemption Guideline for Small Customer Metering Installation. These comment have been collated for reference. A working draft of the guideline had been provided by AEMO to participants on 27 September 2016, which was discussed at the POC-PWG meeting on 4 October 2016. However, given that AEMO had not requested any feedback on this guideline in the Consultation Paper for Package 2, and because it is not subject to NER consultation, AEMO will not be responding to the feedback received on the guideline in the draft determination for Package 2. AEMO will however consider this feedback when developing the final version of the guideline which is required to be published by 1 March 2017.

| ITEM | RESPONDENT | CLAUSE | HEADING/ DEFINITION | PARTICIPANT COMMENT |
|------|----------------------------|---------|--------------------------------|--|
| 1. | AGL, Aurora, Simply Energy | 1 | Purpose | This guideline is focussed on the exemption process for connecting a meter to a telecommunications network, but does not link to a customer objection for telecommunications. AGL, Aurora and Simply understand that AEMO would have to determine that any small meter which is classed as 4A, but for which there is no record of a telecommunications exemption would, by a process of elimination, have to assume that these remaining sites are customer objections. AGL, Aurora and Simply consider this a poor outcome and believes that any site which is classed as 4A should have a record of a customer objection or telecommunications exemption provided to AEMO which is discoverable and should be identified within MSATS as customer Objection or telecommunications exemption. |
| 2. | Active Stream | 1.2 | Definitions and Interpretation | This document is a guideline; hence, the wording of this section need to be reviewed and reworded as referencing a procedure. |
| 3. | AGL, Aurora | 2 | Exemption | It has been widely discussed that the establishment of a telecommunications connection may be achievable but at a significant cost. The National Electricity Objective (NEO) requires that electricity services be provided in an efficient investment and operation in terms of price and security of supply. AGL and Aurora therefore consider that the cost of telecommunications charges relative to the cost of manual meter reading and energy consumed should be considered as part of the exemption process so that the provision of telecommunications is provided within the obligations of the NEO. |
| 4. | AGL, Aurora | 2 | Exemption | NER CI 7.8.4(a) provides for an MC to demonstrate that there is no existing <i>telecommunications network</i> which enables remote access to the metering installation. In order to reasonably demonstrate the lack of a telecommunications network at a site, AGL and Aurora would consider it reasonable that the MC and their contract parties have time to evaluate a site and the MP would have to establish appropriate telecommunications contracts or systems or networks prior to being required to submit the exemption. Therefore, in the interests of meeting the National Electricity Objective (NEO) for efficient operation of electricity services, AGL and Aurora suggests that an MC/MP have 10 business days (in line with the time specified in the NER for type 4 meter malfunctions) from the installation date of a small customer meter to attempt to establish a connection to a telecommunications network prior to being required to submit an exemption. |
| 5. | Active Stream | 2.1 | Basis of Exemption | Each MP/MDP metering systems and technology is different. Even when there may be some public telecommunication network like landlines, cable, mobile and other wireless forms of telecommunications if may not be compatible with MPs/MDPs backend systems. In the instance where MC has demonstrated to AEMO's reasonable satisfaction that all existing telecommunications are either not available or are non-compatible with MP/MDPs backend systems it should be considered as "Basis of Exemption", Suggest changing the wording to : "if the MC demonstrates to AEMO's reasonable satisfaction that there is no existing <i>telecommunications network</i> enabling the <i>remote acquisition</i> of <i>metering data</i> from a <i>metering installation</i> or <i>available options cannot be made compatible with its current backend systems within reasonable time and cost.</i> " <i>Also add</i> <i>C) Available public telecommunication networks are non-compatible with its data acquisition systems</i> <i>D) requires substantial time and cost to support other means of communications</i> |
| 6. | AusNet | 2.1 (a) | Basis of Exemption | It has been widely discussed that the establishment of a telecommunications connection may be achievable but at a significant cost. Although communications may be available at the street, it may not be available at the premise without spending thousands to build connection assets. In these circumstances we consider customers should not have pay for the costs of extending an existing network to a premise. The AEMC's final determination recognised this and stated that customers should not be subject to the cost constructing telecommunications infrastructure to support establishing remote communications to a meter. In seeking to apply the AEMC's stated intent AusNet Services recommends changing 2.1(a) to no public telecommunications network available at the customer's premises. |
| 7. | Ergon Energy Networks | 2.1 | Basis of Exemption | Ergon Energy considers the exemption and application for exemption processes (Clause 3) to be administratively burdensome, inefficient (which will result in cost increases for customers), and indeed largely unworkable. The reasons for this position are detailed below. Blanket Exemptions The process outlined will mostly require a NMI by NMI determination as to whether an exemption is applicable. In Ergon Energy's regional and remote areas this is an unrealistic expectation that will drive costs. Where coverage maps demonstrate no wireless communication services are available, physical inspection of the premises will be required to determine if a landline connection is available "in the vicinity of the metering installation". The administration and processing of the evidence requirements per NMI will be extremely burdensome and likely stifle competition. Blanket exemptions should be allowed based on telecommunication wireless coverage maps. Mobile Blackspots Often telecommunication coverage maps will state a connection is available, yet the premise is situated in a 'blackspot' and communications cannot be received. Further, coverage may be technically available but the signal is not strong enough to send or receive data, or does so intermittently. For these reasons, Ergon Energy considers it will be difficult to obtain and provide evidence from telecommunications providers that coverage is not available at the premise. Definition of a Public Telecommunication Network 2.1 (a) Footnote 2 states that a 'public telecommunications network' includes "any other wireless forms of telecommunications". This definition would capture satellite telecommunications, which will be a very costly solution for customers. There will be few areas eligible for exemption, as telecommunication providers such as Telstra state that its Satellite Broadband "can connect from almost anywhere in Australia". Ergon Energy recommends AEMO exclude satellite communications from its definition of a public telecommunications network. Information Requirements |

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|------|---------------------|--------|------------------------|---|
| | | | | <p>When applying for an exemption, MCs are required to provide “without limitation” information on the expansion plans and timeframes of telecommunication companies. However, if this information is not publicly available the MC may not be able to obtain it, as telecommunication companies may not be willing to release to MCs their future business plans (for example if the information is commercial-in-confidence).</p> <p>Meaning of “in the vicinity” of the metering installation</p> <p>To demonstrate a telecommunications network is not available, the MC must provide evidence there is no telecommunications network in the “vicinity” of the metering installation. To enable MCs to make this determination, this phrase requires clarity / further detail, in regards to what exactly being in the “vicinity” of the meter actually encompasses.</p> <p>Ergon Energy strongly recommends this procedure is updated to manage these issues.</p> |
| 8. | Ergon Energy Retail | 2.1 | Basis for exemption | <p>This section of the guideline must include some context to enable information to be provided to AEMO which will satisfy them in the circumstances where it is prohibitively expensive to build or extend a telecommunications network to a customer in a specified geographic location, that a 4a meter exemption can be granted.</p> <p>In its final rule determination, the AEMC was clear that there will be instances in remote locations where there is no telecommunications network to facilitate remote acquisition of data.</p> <p>The AEMC noted that “<i>as it may be prohibitively expensive for a Metering Coordinator to build a telecommunications network to provide remote acquisition (or pay a telecommunications operator to extend its network), Metering Coordinators will be able to apply to AEMO for an exemption to the requirement to install a type 4 meter that meets the minimum service specification</i>”. Further, the AEMC stated that “<i>the final rule does not require a metering installation that is connected to a current transformer to be capable of providing remote disconnection and reconnection services. The costs of providing remote disconnection and reconnection services where there is a metering installation connected via a current transformer outweigh the market benefits</i>”.</p> <p>Although this is not specified in the rules themselves under 7.8.4 (a-c) it is also not precluded. The final determination essentially provide the policy context for the rule as made, and EEQ considers there was clear intent in the final documents that this was the intent of the AEMC.</p> <p>The guideline also does not allow for a period of time which would enable the MC to investigate / attempt to establish a connection to a telecommunications network prior to the submission of an exemption. In the instances where remoteness is a factor in the establishment of a connection, travel time / distance will also be a factor impacting on the time to attempt to establish a connection.</p> |
| 9. | Active Stream | 2.2 | Period of Exemption | <p>2.2.2(b) states: <i>3 months following the date on which a telecommunications network first provides coverage in the vicinity of the relevant metering installation;</i></p> <p>The current wording implies that an MC will have a telecommunications network coverage protocol with the various Service Providers to ensure they are provided with communications when their network coverage areas are updated.</p> <p>Suggest the clause is reworded to allow for the MC to be informed without dependencies on telecommunications service providers and provides them enough time to ascertain that the site itself has access to the telecommunications network. For example, some sites may be in a ‘drop out zone’ even though their neighbours down the road will have 100% network access.</p> |
| 10. | Ergon Energy Retail | 2.2 | Expiry | <p>The guideline states that an exemption will expire .. “<i>3 months following the date on which a telecommunications network first provides coverage in the vicinity of the relevant metering installation</i>”. It is unclear how a MC will become aware of changes in the availability of a telecommunications in the different geographical locations in which it operates.</p> <p>This may be especially be the case in regional locations where the geographic vastness of an area will make it challenging to monitor.</p> <p>The clause could be redrafted to consider that <i>within 3 months of becoming aware of a telecommunications network providing coverage, the MC should review the status of the metering installation and either provide connection to the customer or submit a new exemption application.</i></p> <p>EEQ considers this is a more practical approach to this issue.</p> |
| 11. | AGL, Aurora | 2.2.2 | Expiry | <p>Clause 2.2.2(b) states that the exemption will cease 3 months after a telecommunications network provides coverage in the vicinity of a metering installation.</p> <p>AGL and Aurora query how this expiry would work operationally.</p> <p>The MC/MP may not be aware of a change in telecommunications network or start date, and could therefore discover that an exemption has expired unexpectedly, making them non-compliant. The implication is that an MC must have a mechanism to monitor telecommunications company network roll outs.</p> <p>Further, the presence of a telecommunications network in the vicinity does not mean that there is telecommunications availability at the metering installation</p> <p>AGL and Aurora believe that the clause should be redrafted to state that</p> <p>Within 3 months of becoming aware of a telecommunications network providing coverage within the vicinity of a metering installation the MC must review the status of the metering installation and either enable communications (assuming no customer objection) or submit a new exemption application.</p> |
| 12. | Simply Energy | 2.2.2 | Expiry | <p>Simply Energy has some concerns with this clause. As per Clause 2.2.2(b) states that the exemption will cease 3 months after a telecommunications network provides coverage in the vicinity of a metering installation. However, it doesn’t state if the exemption expired within the 5 year term or will be reassessed after 5 year terms. If it can expire within the 5-year term, AEMO is expecting MC to be policing the network availability on a regular basis? This is a highly unrealistic approach.</p> <p>MC/MP may not be aware of a change in telecommunications network or start date, and could therefore discover that an exemption has expired unexpectedly, making them non-compliant.</p> <p>The implication is that an MC must have a mechanism to monitor telecommunications company network roll outs, which is unreasonable.</p> <p>SIMPLY ENERGY believes that the clause should be redrafted to state that</p> <p><i>Within 3 months of becoming aware of a telecommunications network providing coverage within the vicinity of a metering installation the MC must review the status of the metering installation and either enable communications (assuming no customer objection) or submit a new exemption application.</i></p> <p>Alternatively, Simply Energy would be comfortable recommending a shorter exemption time period (perhaps 3 years instead of 5 years), and delete the 3 months clause as stated above.</p> |
| 13. | Aurora | 3 | Application Process | <p>Aurora Energy considers that limiting the applicant to the MC may be inefficient and that the exemption should reside with the MP as the provider of the meter at the site.</p> |
| 14. | Ergon Energy Retail | 3.2 | Form of application | <p>It is also unclear what information AEMO will require from MCs in order to satisfy their requirements to approve an exemption. In some instances publicly available coverage maps may indicate that there is telecommunications coverage in an area but in practice, specific locations in these areas may not have coverage. EEQ asks that AEMO provide examples of evidence that may be required to determine telecommunications coverage in specific locations.</p> |
| 15. | Active Stream | 3.3 | Timing of Application | <p>a) A SP will not have 100% awareness of network coverage pertaining to a site for planned installations. That is, a site may fall in a ‘dead zone’ where the overall vicinity is highlighted as having full coverage. Hence the MPB has no idea of the issue until they install the meter and try to ping it.</p> |

**POWER OF CHOICE PROCEDURE CHANGES (PACKAGE 2): DRAFT REPORT AND DETERMINATION
APPENDIX A – CONSOLIDATED SUMMARY OF SUBMISSIONS AND AEMO RESPONSES**

| ITEM | RESPONDENT | CLAUSE | HEADING/ DEFINITION | PARTICIPANT COMMENT |
|------|-----------------------|------------|---|---|
| | | | | <p>b) For unplanned installations – 2 business days will allow one to try and communicate with the meter. After that period, the MPB will investigate the meter to ascertain that it is not a malfunction causing issues with the communications. Recommend the timeframe would be more aligned with the 10 bus days timeframe applied to malfunctions. Alternatively, MPB can submit to AEMO an exemption for every small customer metering which does not have remote access 'Day1' on behalf of the MC. This will allow the MC to be compliant after the 2nd bus day.</p> <p>Recommend that these clauses are revisited and re-engineered to mitigate unnecessary administrative handling.</p> |
| 16. | AGL and Aurora | 3.3 | Timing of Application | <p>Refer to comments above.</p> <p>AGL and Aurora believe that there should be a 10 business day period from the installation of the meter until an exemption is required to be submitted, as is requires in the Exemption Procedure for malfunctions.</p> <p>This would allow for an efficient and cost effective electricity service to be provided by the MC/MP and reduce the number of applications required to be made to AEMO.</p> |
| 17. | Ergon Energy Networks | 3.3 | Timing of Application | <p>Ergon Energy considers that two business days is not a reasonable timeframe in which to lodge an application for exemption, particularly for regional and remote locations. Not only is travel and scheduling required, but the level of evidence that needs to be gathered is significant and will take some time to compile. Ergon Energy considers this timeframe should more reasonably be 10 business days.</p> |
| 18. | Ergon Energy Retail | 3.3 | Timing of application | <p>Suggest the following amendment to (b)</p> <p>Within <u>10</u> business days of becoming the current MC for the metering installation in the case of an unplanned installation.</p> <p>From a practical perspective in regional areas, 2 business days may be insufficient to attend to geographically distant / remote locations or sites of large customers (e.g. mining) where there may be access requirements.</p> |
| 19. | Ergon Energy Retail | 3.4 | AEMO's determination | <p>Insert the following:</p> <p>(e) If AEMO grants an exemption, it will commence on the date that AEMO received the application.</p> <p>This approach has been proposed by AEMO in its <i>Exemption Procedure – metering installation malfunctions</i> and means that MC's are not subject to being in breach for any period of time for a successful exemption application. The same approach should be used in this exemption guideline.</p> |
| 20. | Active Stream | 3.5 | Current MC's Obligations during the Exemption Period | <p>Suggest (a) or (b) not and.</p> <p>A telecommunications network may not be available by the exemption's expiry date which would not allow an MC to contact AEMO on the last day, let alone 6 months prior, and advise that the network will be operational.</p> |
| 21. | AGL, Aurora | 4 | Change of Metering Coordinator | <p>AGL and Aurora consider that limiting the applicant to the MC may be inefficient and that the exemption should reside with the MP as the provider of the meter at the site.</p> <p>AGL and Aurora consider it likely that some MPs may be contracted to multiple MCs and that in undertaking a customer churn, including an MC churn, it would be unreasonable to consider that the same meter at site is only granted an exemption from one MC, rather than any MC through which that meter service is procured.</p> <p>AGL and Aurora believe that if the exemption is limited to a single MC, then other MCs may reject a request to be an MC at a site until they can make a further application to AEMO, which would delay a customer churn.</p> <p>Further, the process of multiple MCs making application to AEMO for a meter provided by a single MP at the same site is inefficient and costly and is in contradiction to the NEO principles.</p> <p>Therefore, AGL believes that, while the current MC may be responsible for making the application, the exemption should reside with the MP and site and be discoverable through MSATS for incoming MCs and retailers.</p> |
| 22. | Active Stream | 4.1 | Exemption Personal to Metering Coordinator | <p>Suggest reword to remove 'procedure'.</p> |
| 23. | Active Stream | 4.2 | Application for Re-issue of Exemption if No Change in Circumstances | <p>a) A more efficient process for AEMO keeping updated records would be:</p> <p>a. to run a report and reconcile the MSATS data against their MC exemption record vs NMI or</p> <p>The New MC will know that the meter type is 4a. They'll investigate and identify a network issue. They should apply for an exemption. The receipt and processing of the New MC application should 'void' the exemption of the previous MC.</p> |
| 24. | Ergon Energy Networks | 4.2 | Application for Reissue of Exemption if No Change in Circumstances | <p>Under sub clause (b), the new MC is required to attach a copy of the original exemption (which will have been issued by AEMO to the outgoing MC), and as stated in the procedure is personal to that MC. To enable compliance with 4.2(b), the procedure should stipulate an obligation on the outgoing MC to provide the original exemption form to the new MC, who is entitled to receive this information. Alternatively, as AEMO would have a record of the original exemption, a suitable alternative may be to require AEMO to provide it to the new MC for the purposes of them reviewing and confirming there are no circumstances warranting the expiry of the exemption.</p> |
| 25. | Aurora Energy | 4.3 | Change in Circumstances | <p>Aurora Energy believes that the MC at the time (irrelevant of whether original or new) should be responsible for extending or changing the exemption.</p> |
| 26. | Active Stream | Appendix A | APPENDIX A – Application for Exemption | <p>The listed affected participants are only as current as of the day the application was populated. Why is this information required?</p> |