

12 September 2008

Ms Wendy Heath
Senior Manager, Regulatory Energy Division
Essential Services Commission
2nd Floor, 35 Spring Street
Melbourne VIC 3000

Dear Wendy,

ESC Review of Energy Regulatory Instruments SP AusNet Submission on Draft Decision – Stage 1

In response to your release of a Draft Decision on the Review of Regulatory Instruments – Stage 1 and your invitation for submissions, this letter sets out SP AusNet's views on the Draft Decision.

SP AusNet is largely either not impacted by the Draft Decision (where it covers Retailer matters), or is in agreement. The following are the matters for which SP AusNet considers our further input is warranted and for which we request the Commission to give further consideration.

1. Distributor name against fault call number on customer bills

SP AusNet is pleased that the Commission's Draft Decision supports our suggestion regarding identification of the relevant Distributor against the fault call number on customer bills. Whilst the specific SP AusNet driver for this suggestion was to reduce the number of calls incorrectly made to this number from customers seeking retailer contact, we also consider that this small change to the bill content will help to reinforce with customers the difference between their Retailer and their Distributor, and therefore help in establishing a better basis of customer/industry relationships. This is not a panacea for all issues of customer misunderstanding of the industry structure, but we consider it a relatively low cost step in this effort.

If the Retailers can demonstrate to the Commission material cost issues with changing bill print formats, then a compromise might be an obligation to align the timing of the inclusion of distributor name with a bill print format change driven by retailer internal, or other external requirements (with an end date by which compliance with the decision is achieved by all Retailers).

2. Un-metered supplies

The Commission's Draft Decision re metrology coverage of first tier un-metered supplies has not tackled the fundamental issue which SP AusNet and the other Distributors have raised.

The ECMC currently contains the following clause in Part 6 which covers Metering Data Services – Additional Requirements For First Tier Customers.

18. CALCULATION OF ENERGY DATA FOR UNMETERED LOADS

(a) Unless otherwise advised by the *Commission*, a *distributor* must ensure that the *energy data* for an unmetered *load* is calculated, substituted and validated in accordance with clause 3.5 of the *Metrology Procedure*. For the purposes of this clause all references in the *Metrology Procedure* to:

- (1) a Responsible Person are references to a *distributor*;
- (2) a type 7 metering installation are references to an unmetered load;
- (3) Code Participants are references to *distributors* and *retailers*; and
- (4) Metrology Coordinator are references to the *Commission*.

(b) A *distributor* must ensure for all relevant *NMIs* that the appropriate status flag is set in the *NMI* Master Record Data in *MSATS* indicating that the energy data calculated, substituted and validated under clause 18(a) is to be netted off the *Net System Load Profile*

We agree with Draft Decision that this clause must be repealed. However this is not because first tier metrology for un-metered supplies is now covered by the national Metrology Procedure; ie not because it is “duplicated by Metrology Procedure clause 3.6” as stated in the table on page 75 of the Draft Decision. NEMMCO’s view when the Metrology Procedure first tier revision was being drafted, was that because first tier “franchise” un-metered supplies are not contestable they are NOT covered by the national Metrology Procedure.

Rather this ECMC clause must be repealed because currently benchmark practice for franchise un-metered supplies is for LNSPs to not use metrology rules which are consistent with those in the Metrology Procedure for 2nd tier un-metered supplies. Whilst the energy consumption that is calculated and used as the basis of first tier un-metered supplies billing relationships between the Distributor and the Host Retailer, and the Retailer and the customer, has always followed the same fundamental energy calculation approach as the Metrology Procedure, the specific details including accuracy requirements are different.

However, a consequence of the repealing of this clause is that first tier un-metered supplies in Victoria will be left with no recognised and regulator supported metrology. This metrology void could leave un-metered supply customers exposed to poor billing practise, or conversely could leave Host Retailers and Distributors exposed if a un-metered supply customer complained of being incorrectly billed. The industry would be unable to demonstrate compliance with an “authorised” metrology as neither of the regulatory bodies involved (NEMMCO or the Commission) would have a metrology in place.

As proposed in our previous submission SP AusNet considers that the ECMC should be revised in the Review Final Decision to grandfather current 1st tier UMS metrology arrangements to remove the metrology void. This would add formality to the current metrology situation that was recognised by the Commission early in the FRC market in the UMS “Open Letter”. This current metrology has supported Distributor to Host Retailer billing, and retailer to customer billing, without issue since before FRC.

SP AusNet suggests this could be achieved by removing all current wording in Clause 18 and inserting the following:

The former metrology arrangements relating to franchise unmetered supply continue to apply until such time as the affected parties have agreed the detailed inventory tables at the appropriate device level, and NEMMCO has approved the load table for the device.

3. Meter reading and No Access

SP AusNet considers that more could be done to improve Distributor access to customer meters for reading, but our submission to the Review was not proposing a general re-examination of the processes as part of the Review. Rather we were pointing out that a review of no-access practices had been carried out in 2006 as part of the End-to-End Project. The Commission at that time recognised that the current processes for no access were not rigorous enough, and that they were only applied at the Retailers discretion, and hence that regulatory change was required.

The End-to-End Project Final Decision included the following:

Final Decision (e)

The Commission will vary the Electricity Customer Metering Code to include a new clause that will ensure retailers take action in situations where there is ongoing failure to read a meter due to difficulty in gaining access. The new clause will be drafted as follows:

13A Inability to Access Meter

If there have been two consecutive failures to perform an actual meter reading at least 3 months apart both due to lack of access to the meter, the retailer must:

- (a) directly contact the customer and use reasonable endeavours to facilitate access to the meter no later than the time of the next scheduled meter reading; and*
- (b) if the retailer considers that there is a likelihood of ongoing denial of safe, convenient and unhindered access to the customer's premises or to the metering installation, inform the customer:*
 - of the customer's obligation to provide such safe, convenient and unhindered access at all times, and*
 - of the reasonable options available to the customer to resolve the matter in light of market practice and available technologies, and*
 - that the ongoing denial of safe, convenient and unhindered access can lawfully lead to disconnection.*

SP AusNet suggests that the Commission include implementation of this earlier decision in the Review Final Decision.

4. ECMC Drafting Issues

In the Commission's ECMC workshop, the Commission advised that its intent was to revise the ECMC to repeal clauses made redundant by National Metrology Procedure revisions, but recognising that the content of the ECMC will very likely be covered by the National Energy Customer Framework (NECF) documentation in the relatively near future. As the ECMC should hence be viewed as "interim" it was stated that whilst a fundamentally workable document must be the outcome, that this need not be finessed to the level expected of a long term regulatory instrument.

Whilst SP AusNet accepts this view, we consider that in order for the document to be workable it must be internally consistent, and further, as it may serve as input to the NECF drafting of replacement wording, should provide a reasonable basis for this drafting. We have therefore attached a change marked version of the ECMC issued for the Commission's workshop in July with what SP AusNet considers are desirable clarification revisions.

5. Data on Customer Bill and AMI

In the Draft Decision - Stage 1 with reference to the Energy Retail Code Clause 4.2 Information, the Commission has suggested that only Sub-clause 4.2(h) will be considered in Stage 2 because all other Sub-clauses with respect to Customer bill data align with the NECF proposed framework.¹

However, the debate at the forums re AMI billing has covered a range of matters, not only those within clause 4.2(h) but also aspects possibly covered by some other clauses; in particular 4.2(f) and 4.2(g). SP AusNet therefore considers that rather than treat these clauses as "locked down" in the Stage 1 Decision, that these clauses need to be included in considerations in Stage 2 with respect to AMI billing.

Note: The AMI PO and the industry Regulatory WG are currently producing a document covering some aspects of AMI functionality, metrology, and customer billing impacts to facilitate consideration of these matters early in Stage 2.

Thank you for the opportunity to provide comments. If we can help by providing further clarification in these matters please do not hesitate to contact Peter Ellis on 9695 6629.



Kelvin Gebert
MANAGER REGULATORY STRATEGY & COMPLIANCE

¹ Also 4.2(o) is being considered in Stage 1 with respect to adding Distributor name



**ELECTRICITY
CUSTOMER
METERING
CODE**

**Preliminary version
for discussions at the
stakeholder
workshop on 16 July
2008**

October 2008

[O:\Regulatory & RP\Victorian Reg Instrument Review\Draft ECMC for discussion 2008-07-16_SPAN.DOC](#)

Formatted: Font: 8 pt, Not Bold

[SP AusNet Comments](#)

2nd Floor, 35 Spring Street, Melbourne
Telephone: (+613) 9651 0222 Facsimile: (+613) 9651 3688
Email address: reception@esc.vic.gov.au
Website: <http://www.esc.vic.gov.au>

TABLE OF CONTENTS

PART 1: INTRODUCTION.....2

1. THIS CODE2

 1.1 Purpose.....2

 1.2 Date of effect.....2

 1.3 To whom and how this Code applies2

 1.4 Obligation to contract for compliance2

 1.5 Hierarchy of metering regulation.....3

 1.6 Amendment of Code3

 1.7 Complaints and dispute resolution.....4

 1.8 A tenant’s obligations4

PART 2: METER INSTALLATION AND PROVISION5

2. INSTALLATION5

 2.1 Access to metering equipment5

 2.2 Ownership of metering equipment.....5

 2.3 Safety6

 2.4 Impulse output6

 2.5 Check metering6

 2.6 Information for Customers.....7

 2.7 Non-Reversion7

 2.8 Small non-market generators7

 2.9 No Access to Metering Installation.....7

3. CHANGING TARIFFS.....7

4. SEALING OF METERING EQUIPMENT7

 4.1 Broken seals7

5. REQUESTS FOR METER TESTING.....8

 5.1 Obligation to test.....8

5.2	Unmetered loads	8
5.3	Costs.....	8
5.4	Notice, presence and records	8
6	Obligation and cost for providing metering equipment	9
PART 3:	METERING DATA SERVICES	11
7	INFORMATION	11
7.1	Access to data.....	11
7.2	Confidentiality	12
8	COLLECTION OF METERING DATA..... Error! Bookmark not defined.	
8.1	Collection of metering data.....	13
9.	VALIDATION AND SUBSTITUTION OF ENERGY DATA	13
9.1	Advice of substitution	13
9.2	Record of substitution	13
PART 4:	DEFINITIONS AND INTERPRETATION.....	14
10.	DEFINITIONS	14
13.	INTERPRETATION	19

FOREWORD

In the National Electricity Market, customers who purchase energy from their local retailer are termed *first tier customers* and those customers who choose a different retailer are termed *second tier customers*.

This Code regulates the non-technical provisions and customer obligations relating to metering in respect of first tier and second tier customers. The *National Electricity Rules* (“*NER*”) contain the technical and market settlement provisions for first and second tier customers and is supported by a *National Electricity Market Metrology Procedure*.

In addition, the Energy Retail Code sets out minimum contractual requirements for customer billing for customers who consume less than 160 MWh per year.

PART 1: INTRODUCTION

1. THIS CODE

1.1 Purpose

The purpose of this Code is to regulate customer metering to the extent not regulated by the *NER* or the *Metrology Procedure*.

1.2 Date of effect

This Code replaces the *Electricity Customer Metering Code* published on 1 March 2007 with effect from 1 October 2008.

1.3 To whom and how this Code applies

This Code applies to:

- (a) each *distributor* under its *distribution licence* or, if applicable, a condition of its exemption from the requirement to hold a licence;
- (b) each *retailer* under its *retail licence* or, if applicable, a condition of its exemption from the requirement to hold a licence;
- (c) each *customer* who is obliged to comply with this Code under a *distribution contract*;
- (d) each person who takes *supply* from an *embedded network*, by virtue of the operation of clause 1.4(a);
- (e) each *metering provider* who is obliged to comply with this Code under a contract with the *distributor* or the *retailer* who engaged the *metering provider*;
- (f) each person who is not a licensed *distributor* or a licensed *retailer* who provides or operates an *embedded network*, under the applicable condition of its exemption from the requirement to hold a licence under the *Act*; and

A license exempt person cannot be a *responsible person*
- (g) each *embedded generator* who is obliged to comply with this Code under a *distribution contract*.

Deleted: *responsible person*

Formatted: Font: Not Bold, Not Italic

Formatted: Highlight

Formatted: Indent: Left: 54 pt

Formatted: Font: Bold, Italic, Highlight

1.4 Obligation to contract for compliance

- (a) A person who provides or operates an *embedded network* must only allow a person who proposes to take or who takes *supply* from an *embedded network* to connect or remain connected to the *embedded network* on the basis that the person must comply with the *Metrology Procedure* and this Code.

- (b) A *distributor* or a *retailer* must only engage a *metering provider* on the basis that the *metering provider* must comply with this Code.

1.5 Hierarchy of metering regulation

If a provision in respect of metering in a document in the following list is inconsistent with a provision in another document in the list, the document named higher in the list will prevail over the other to the extent of that inconsistency:

- (a) *National Electricity Rules*;
- (b) *National Electricity Market Metrology Procedure (Metrology Procedure)* published by *NEMMCO* in accordance with the requirements of the *National Electricity Rules*;
- (c) *Electricity Distribution Code*;
- (d) *Electricity Customer Transfer Code*; and
- (e) this Code.

1.6 Amendment of Code

- (a) The *Commission* may amend this Code on its own initiative or in response to a proposal by a *distributor*, a *retailer*, the *Commission's* Customer Consultative Committee or other interested persons if it considers the amendment would better achieve the *Commission's* objectives in the *Essential Services Commission Act 2001* (Vic) or the *Act* or any relevant statement of government policy.
- (b) The *Commission* will effect an amendment by applying the *Commission's* common seal to a document detailing the amendment.
- (c) Unless the *Commission* is satisfied on reasonable grounds that an amendment is urgently required, the *Commission* will not amend this Code unless and until:
 - all *distributors*, all *retailers*, the *Commission's* Customer Consultative Committee and other interested persons have been given a reasonable opportunity to make representations to the *Commission* concerning the amendment; and
 - those representations have been taken into account.
- (d) The date specified on the amendment must not be earlier than the date on which the amendment is made without prior agreement from distributors and retailers.
- (e) The *Commission* will notify all distributors, all retailers, the *Commission's* Customer Consultative Committee and other interested persons of any amendment the *Commission* makes to this Code.

1.7 Complaints and dispute resolution

- (a) A *distributor*, a *retailer* or a *responsible person* must handle a complaint by a *customer* in accordance with the relevant *Australian Standard* on Complaints Handling or the “Benchmarks for Industry-Based Customer Dispute Resolution Schemes”¹.
- (b) When a *distributor*, a *retailer* or a *responsible person* (as the case may be) responds to a *customer’s* complaint under clause 1.7(a), the *distributor*, the *retailer* or the *responsible person* must inform the *customer*:
 - (1) that the *customer* has a right to raise the complaint to a higher level within the *distributor’s*, the *retailer’s* or the *responsible person’s* management structure; and
 - (2) if, after raising the complaint to a higher level, the *customer* is still not satisfied with the *distributor’s*, the *retailer’s* or the *responsible person’s* response, the *customer* has a right to refer the complaint to the Energy and Water Ombudsman (Victoria) Ltd. or other external resolution body. This information must be given in *writing*.
- (c) A person who is not a licensed *distributor* or a licensed *retailer* need not comply with clause 1.7(b)(2).
- (d) A *distributor*, a *retailer*, or a *responsible person* involved in a dispute of the kind referred to in clause 1.7(a) must keep records of the dispute for a period of 7 years from the resolution of the dispute.
- (e) A person who is exempt from holding a *distribution licence* need not comply with this clause 1.7 where a process of dispute resolution is specified in the applicable exemption.

1.8 A tenant’s obligations

- (a) Where a *customer* is not able to comply with its obligations under this Code because it is not the owner of the *supplied* premises, a *customer* must use best endeavours to have the owner or other person responsible for the premises fulfil that obligation.
- (b) On request, the *customer* must provide a *distributor* or a *responsible person* (as the case may be) with evidence that it has notified the owner or the person responsible for the premises of its particular need to comply with this Code.

¹ Released by the federal Minister for Customs and Consumer Affairs, August 1997

PART 2: METER INSTALLATION AND PROVISION

EXPLANATORY NOTE: Under the *NER*, a **responsible person** in respect of a **customer** can be either the **distributor** or the **retailer**. In this *Code*, a reference to **responsible person** is a reference to the distributor or the retailer as applicable.

This document often refers to actions by the “**distributor, retailer, or responsible person**”. This was necessary in previous versions of this Code because for first tier customers the concept of the **responsible person** was not clearly recognised. However this is no longer the case and these references could generally now be to only the **responsible person**.

SP AusNet has not made general revisions to this document re this point, however this would make the document more consistent with other regulatory instruments (the *NER*, *Metrology Procedure* etc).

2. INSTALLATION

2.1 Access to metering equipment

(a) Provided that official identification is produced on request, a **customer** must at all times make available to:

- (1) the **distributor** or its authorised representatives;
- (2) the **responsible person** or its authorised representatives;
- (3) **NEMMCO** or its authorised representatives;
- (4) a **retailer supplying** electricity to it or the authorised representative of the **retailer**; and
- (5) any person to whom the **retailer** must provide access under the *NER*,

convenient and unhindered access to **metering equipment** and associated equipment on the **customer’s** premises and to the **distributor’s**, the **retailer’s** or the **responsible person’s** equipment for any purpose associated with the **supply**, metering or billing of electricity and safe access to and within the **customer’s** premises for the purposes of this clause.

(b) A **customer** must inform its **distributor** or its **retailer** as soon as practicable if there is any change affecting access to **metering equipment** or associated equipment.

2.2 Ownership of metering equipment

(a) Subject to clause 2.5, a **customer** does not have a proprietary interest in **metering equipment** installed by a **distributor**, a **responsible person**, a **metering provider** or a **retailer**. Again SP AusNet has not made general revisions re

- Deleted: second tier
- Deleted: Part
- Deleted: where the customer is a second tier customer.
- Formatted: Font: Not Bold
- Formatted: Highlight
- Formatted: Font: Bold, Italic, Highlight
- Formatted: Highlight
- Formatted: Font: Bold, Italic, Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Font: Bold, Italic, Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Font: Bold, Italic, Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Font: Not Italic

Formatted: Highlight

removal of this phrase, but it is unnecessary as *metering equipment* is defined in a manner that limits it to market metering.

Formatted: Highlight

- (b) A *customer* must not tamper with, or permit tampering with, *metering equipment* installed by a *distributor*, a *responsible person*, a *metering provider* or a *retailer*.
- (c) Any property or equipment left on the land or premises of a *customer* by a *distributor*, a *responsible person*, a *metering provider* or a *retailer*, regardless of whether such property or equipment is annexed to the land or premises of the *customer*, does not become the property of the *customer* who must:
- (1) not use the property or equipment for any purpose other than with the prior written consent of the owner of the property or equipment;
 - (2) not create any mortgage, charge or lien on that property or equipment; and
 - (3) upon reasonable notice, provide access to the owner of the property or equipment to permit the removal of the property or equipment.

2.3 Safety

- (a) A *customer* must provide and maintain fireproof housing for new *metering equipment* to the satisfaction of the *distributor*. The Distributor thru the SIRs establishes the requirement for meter enclosures; not directly the RP thru their metering provider.
- (b) Without limiting the generality of clause 2.4(a), if *metering equipment* is housed in a room or other separate area, a *customer* must keep the room or other separate area, and access to it, free from dirt and rubbish and must not use the room or other separate area for any other purpose.

Deleted: , the *retailer* or *responsible person* (as the case may be).

Formatted: Highlight

2.4 Impulse output

- (a) A *customer* may request a *distributor*, a *retailer* or a *responsible person* (as the case may be) to provide it with impulse outputs representing the quantities of electricity measured.
- (b) A *customer* requesting the impulse output must pay the *distributor*, the *retailer* or the *responsible person* (as the case may be) the reasonable costs of providing such facilities.

2.5 Check metering

- (a) A *customer* may at their own cost provide and install *check metering*.
- (b) The person who owns or controls the site at which the *metering equipment* is installed and the person who owns the *metering equipment* must co-operate with a *customer* wishing to install *check metering* at that site.

Deleted: <#>If a *customer* installs *check metering* for the purposes of checking *metering data* or substituting readings, the *customer* must notify the *distributor*, the *retailer* or the *responsible person* (as the case may be) within a reasonable time after the *check metering* is installed.

Formatted: Indent: Left: 48 pt

Deleted: <#>¶

Formatted: Highlight

This was debated in the national metrology considerations and it was determined that this obligation was not relevant

2.6 Information for Customers

A *distributor*, *retailer* or *responsible person* must, when an *interval meter* that is a type 5 *metering installation* is installed at a *customer's* premises, provide sufficient written information to the *customer* about the *meter* so that the *customer* can access, at a minimum, the cumulative total *energy* measured by that *metering installation*.

2.7 Non-Reversion

A *distributor* or a *retailer* (whichever is responsible for providing the metering services) must ensure that *interval metering equipment* is not replaced by *accumulation metering equipment*.

Previously
clause 7.3

2.8 Small non-market generators

Metering equipment for *non-market generators* with an output of 1 MW or less must be able to measure *import* and *export* of *energy* separately and for the avoidance of doubt the metering requirement in this sub-clause allows the *customer load* and the *non-market generator* to be connected together on the *customer's* side of the meter so that any exports are "net metered".

Previously
clause 8.4(c)(5).
Terminology of
energy flow
amended to be
consistent with
the AMI
Functionality
Specification

2.9 No Access to Metering Installation

In cases where access to a *metering installation* by a *distributor* or a *responsible person* has been denied by a *customer*, the *distributor* or the *responsible person* (if not the *customer's retailer*) shall notify the *customer's retailer* of the situation for the *customer's retailer* to resolve the access issue with the *customer*.

New clause 2.9
recommended by
SP AusNet
(refer SPA
submission on 2
Apr 08
[www.esc.vic.gov.au/
public/Energy/Consu
ltations/Energy%20r
egulatory%20instru
ments%20review/Su
bmissions.htm?docN
ame=Review%20of
%20energy%20regul
atory%20instruments](http://www.esc.vic.gov.au/public/Energy/Consultations/Energy%20regulatory%20instruments%20review/Submissions.htm?docName=Review%20of%20energy%20regulatory%20instruments))

3 CHANGING TARIFFS

If a *distributor* or a *retailer* wants to introduce a new distribution or retail tariff or change an existing distribution or retail tariff which requires new or different *metering equipment* or for existing *metering equipment* to be operated in a different manner, the *distributor* or the *retailer* must seek agreement with the *retailer* or *distributor* (as the case may be) prior to the introduction of the new tariff or change to an existing tariff.

4 SEALING OF METERING EQUIPMENT

4.1 Broken seals

(a) If a customer discovers that a seal protecting metering equipment has been broken, it must notify the other party(s) within 5 *business days*.

(b) The costs of replacing seals which are broken otherwise than during a test under clause 5 are to be borne by the *customer* if the seal was broken by the *customer*.

Deleted: 4

5. REQUESTS FOR METER TESTING

5.1 Obligation to test

A *customer* may request a *distributor*, a *retailer* or a *responsible person* (whichever is responsible for providing the metering services) to test the *metering equipment* which has been installed to measure and record the amount of electricity supplied to an *electrical installation* of the *customer* to ascertain whether or not the *metering equipment* is *defective*.

5.2 **Franchise** Unmetered loads

A *customer* may request a retailer to conduct tests in respect of **franchise** unmetered loads. **Unless otherwise advised by the Commission, a distributor must conduct tests** in accordance with clauses 3.10 of the *Metrology Procedure*.

Revision as proposed by the Commission in the Draft Decision

The Metrology Procedure requires that the information flow between a customer and a distributor go through the retailer.

Formatted: Highlight

Formatted: Highlight

5.3 Costs

(a) Subject to clause 5.3(b), costs incurred by a *distributor*, a *retailer* or a *responsible person* (as the case may be) of testing *metering equipment* under this clause 5, including the cost of replacing any seal used to protect the *metering equipment* broken by the *distributor*, the *retailer* or the *responsible person* to allow the test to be carried out, are to be borne by the *customer*, if a test is requested by the *customer* and demonstrates that the *metering equipment* is not *defective*;

(b) For tests conducted following a request from a *customer*, a *retailer* may seek payment of the anticipated costs of testing *metering equipment* prior to the commencement of testing, but if the *metering equipment* fails to meet the accuracy standards, the *retailer* must refund the payment made by the *customer* within 5 *business days* of completion of the test.

5.4 Notice, presence and records

(a) A *retailer* must give a *customer* 5 *business days* written notice (or such lesser period nominated by the *customer*) of when and where a test of *metering equipment* under clause 5.1 is to be carried out and what method of testing under clause 5.2 is to be adopted.

(b) A *customer* is entitled to be present when a test of *metering equipment* is carried out under clause 5.1.

(c) A *retailer* must provide copies of the results of any testing of *metering equipment* to the *customer* on request.

6 Obligation and cost for providing metering equipment

6.1 The cost of installing new *metering equipment* under the *Metrology Procedure* shall be borne:

- (a) for installation resulting from a change in the distribution tariff, by the *distributor*; and
- (b) for installation resulting from a change to the retail tariff, by the *retailer* or as otherwise agreed between the *retailer* and the *customer*.

6.2 Subject to any relevant Order in Council published under the *Act*, the *distributor* or *retailer* (whichever is responsible for providing the metering services) may install *accumulation metering equipment* or *interval metering equipment* unless requested by a *customer* to install *interval metering equipment*.

These clauses, 6.2, 6.3, 6.4, 6.5, seek to impose a particular type of meter on retailers commercial arrangements with their customers; is this the intent? Or should the obligation to respond to a customer request only apply to the Distributor?

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

6.3 Subject to clauses 6.4 and 6.8, if a *customer* requests a *distributor* or a *retailer* to install a type of *metering equipment* which is different from the type the *distributor* or the *retailer* (whichever is responsible for providing the metering services) otherwise would install in accordance with the *NER* or the *Metrology Procedure*, the *customer* must bear any costs incurred by the *distributor* or the *retailer* (as the case may be) installing that new *metering equipment* in excess of those which the *distributor* or the *retailer* would have incurred in installing the other type of new *metering equipment*.

6.4 A *distributor* or a *retailer* (as the case may be) must inform a *customer* of the extra cost of installing different *metering equipment* under clause 6.3 and the *customer* must consent to pay that cost before the *metering equipment* is installed by the *distributor* or the *retailer*.

6.5 Where a *customer* who has requested a *distributor* or a *retailer* to install different *metering equipment* in accordance with clause 6.3 ceases to take *supply* at the premises where the *metering equipment* is installed, the residual costs incurred are payable by the *customer*.

Deleted: from the *distributor* or the *retailer*

6.6 If a *customer* requests a non-market generator to be connected to the distribution system, *metering equipment* must be installed in accordance with the *NER*.

6.7 The *customer* must bear any costs incurred installing the *non-market generator metering equipment* under clause 6.6.

6.8 Embedded Networks

(a) The *customer* at the *parent metering point* must bear the *distributor's* or the *parent's retailer's* charges for any necessary new installation of *interval metering equipment* for the *parent* under clause 2.4.2 of the *Metrology Procedure*.

(b) A *distributor* or a *parent's retailer* must inform the *customer* at the *parent metering point* of the extra cost of installing different *metering equipment* under clause 6.8(a) and the *customer* at the *parent metering* must consent to pay that cost, under clause 6.8(a) , before the *metering equipment* is installed by the *distributor* or the *retailer* (as the case may be).

Under (a) the *customer* at the *parent metering point* bears the cost; the alternative of the customer paying was only until Oct 2004 (under the deleted C1.7.3(b))

- Deleted: the *customer* in an *embedded network* or
- Deleted: (as the case may be),
- Deleted: *customer* in an *embedded network* or the
- Deleted: *point* (as the case may be),
- Formatted: Font: Not Italic
- Formatted: Highlight
- Formatted: Indent: Left: 54 pt
- Formatted: Highlight
- Formatted: Highlight
- Formatted: Highlight

PART 3: METERING DATA SERVICES

~~Not required.~~

Deleted: **EXPLANATORY NOTE:** Under the NER, a responsible person in respect of a second tier customer can be either the distributor or the retailer. In this Part, a reference to responsible person is applicable where the customer is a second tier customer.¶

Formatted: Highlight

7 INFORMATION

7.1 Access to meter to obtain data

- (a) A *distributor*, a *retailer* or a *responsible person* (as the case may be) must, on written request from a *customer*, provide facilities to enable the *customer* to electronically access data stored in *metering equipment* provided by the *distributor*, the *retailer* or the *responsible person*.
- (b) A *customer* who accesses data stored in *metering equipment* by remote electronic means must compensate the *distributor*, the *retailer* or the *responsible person* (as the case may be), for any cost incurred by the latter as a result of that access.
- (c) Where a *distributor*, a *retailer* or a *responsible person* has provided facilities to enable the *customer* to electronically access data stored in *metering equipment*, if remote electronic access to *metering equipment* is unavailable for a period of five consecutive *business days* due to actions within the control of the *distributor*, the *retailer* or the *responsible person* (as the case may be), the *distributor*, the *retailer* or the *responsible person* must, if requested by the *customer*, obtain data locally from the *metering equipment* and provide that data to the *customer* at the *distributor's*, the *retailer's* or the *responsible person's* cost.

~~(d) A customer must not modify or alter energy metering data. Refer note after 7.2 (c)~~

Formatted: Strikethrough

Formatted: Highlight

7.2 Provision of metering data

Formatted: Bullets and Numbering

~~(a) Subject to clause 7.2 (b), a *distributor*, a *retailer* or a *responsible person* (as the case may be) must, on request from a *customer* or a *customer's* representative, provide the *customer* with access to the metering data in respect of the *metering equipment* which measures and records the amount of electricity *supplied* to the *electrical installation* of the *customer*.~~

Formatted: Heading 2, Sub Heading, No bullets or numbering

Deleted: 8.1(e)

Formatted: Bullets and Numbering

Deleted: *energy data* and the

~~(b) A *distributor*, a *retailer* or a *responsible person* (as the case may be) may charge a *customer* for the provision of metering data under clause 7.2 (a) which relates to a period which is more than 2 years old at the date of the request.~~

Deleted: *energy data* and

Deleted: 8.1(d)

~~Recent changes to Rules and Metrology Procedure have clarified the definitions of energy data (data in a meter) and metering data (data "outside" the meter).~~

Formatted: Indent: Left: 42 pt

~~Suggest split 7.1 and 7.2 to differentiate the two different requests: the first is physical access to a meter, and the second access to data.~~

~~(a) Once a customer has extracted metering data then presumably they can do what they like with it (providing they are not attempting to fraud someone); however must not~~

Deleted: A *customer* must not modify or alter *metering data*.

Formatted: Bullets and Numbering

Formatted: Highlight

alter energy data (data in the meter under new 7.1) 7.3 Covered confidentiality clauses in the Rules and the Metrology Procedure under

Deleted: ¶

Deleted: 2

Deleted: Confidentiality

Formatted: Highlight

Deleted: ¶
 <#>A **distributor**, a **responsible person** and a **retailer** must keep **metering data** confidential and use reasonable endeavours to protect and preserve the confidential nature of the **metering data** and must comply with any relevant **guideline**. ¶
 <#>A distributor, a responsible person and a retailer:¶
 <#>must not disclose a **customer's metering data** to any person except as permitted by this Code, the **NER** or the **Metrology Procedure**; ¶
 <#>must only use or reproduce a **customer's metering data** for the purpose for which it was collected under this Code or another purpose contemplated by any other code, the **NER** or the **Metrology Procedure**; ¶
 <#>must not permit unauthorised persons to have access to a **customer's metering data**; ¶
 <#>must not disclose a **customer's metering data** to any person, except as provided for under clause 8.2 (b) (1), without the explicit informed consent of the **customer**; and ¶
 <#>must ensure that the **metering data** and other information obtained from a **customer** is treated in accordance with the explicit informed consent of the **customer** and in accordance with any relevant **guideline**. ¶
 <#>This clause 8.2 does not prevent:¶
 <#>the disclosure, use or reproduction of **metering data** if the **metering data** is at the time generally and publicly available otherwise than as a result of breach of confidence by a **distributor**, a **responsible person** or a **retailer** or its **disclosees**; ¶
 <#>the disclosure of **metering data** by a **distributor**, a **responsible person** or a **retailer** or its **disclosees** to:¶
 <#>its employees or the employees of its **related bodies corporate** subject to any relevant **guideline**; or ¶
 <#>its legal or other professional advisor, auditor or other consultant, requiring the **metering data** for the purposes of this Code or any other code or for the purpose of advising the **distributor**, the **responsible person** or the **retailer** or **disclosee** (as the case may be) in relation to those purposes; ¶
 <#>the disclosure, use or ... [1]

8. COLLECTION OF METERING DATA

Superfluous heading

(a) Subject to clause 8.1(b), a customer may arrange, by request to the retailer, with a distributor or a retailer the manner in which data stored in metering equipment provided to the customer is to be collected.

(b) A *distributor* or a *retailer* may charge a *customer*, through the customer's retailer, for the collection of *metering data* under this clause 8.1 to the extent that its costs of collection are higher than they would otherwise be.

[To be deleted — existing clause 4.2(f) of the Energy Retail Code is to be modified to remove reference to the ECMC]

[To be transferred to the clause 27 of the Energy Retail Code]

Deleted: 8.1 . Collection of metering data

Formatted: Font: Not Bold

Formatted: Font: Not Bold, Highlight

Deleted: first tier

Deleted: 9. VALIDATION AND SUBSTITUTION OF ENERGY DATA ¶

9.1 . Advice of substitution¶

If a substitution is made to *metering data* the *distributor* or the *retailer* (as the case may be) when issuing a bill to a *customer* must inform the *customer* when a substitution is made and the basis on which the substitution has been made.

Formatted: Highlight

Deleted: 9.2 . Record of substitution¶

A *distributor* or a *retailer* (as the case may be) must maintain a separate record of the substitution made under clause 9.1 for 7 years and provide access to the record at reasonable times to the relevant *customer*

Formatted: Highlight

PART 4: DEFINITIONS AND INTERPRETATION

10. DEFINITIONS

In this Code, unless the context otherwise requires:

“**accumulation metering equipment**” means equipment capable of measuring and recording electricity supplied to an **electrical installation** in periods in excess of a **trading interval**, communications equipment, clocks and **current transformers** or **voltage transformers**.

“**Act**” means the *Electricity Industry Act 2000* (Vic).

“**active energy**” means a measure of electrical energy flow, being the time integral of the product of **voltage** and the in-phase component of current flow across a **point of supply** expressed in watthours (Wh) and multiples of Wh.

“**Australian Standard**” or “**AS**” means the most recent edition of a standard publication by *Standards Australia* (Standards Association of Australia).

“**business day**” means a day other than a Saturday or Sunday or a public holiday appointed under the *Public Holidays Act 1993* (Vic).

“**check metering**” means metering installed for the purpose of checking **metering equipment**.

“**child**” and “**children**” means a **metering point** or **metering points** in an **embedded network** which is connected to a **parent**.

“**Commission**” means the Essential Services Commission established by the *Essential Services Commission Act 2001* (Vic).

“**connection point**” means the agreed point of **supply** established between a **distributor** and a **customer**.

“**current transformer**” or “**CT**” means a transformer for use with **meters** and/or protection devices in which the current in the secondary winding is, within prescribed limits, proportional to and in phase with the current in the primary winding.

“**customer**” means a **first tier customer**, a **second tier customer** or a person connected to an **embedded network**.

“**defective**” means:

- (a) in relation to new **metering equipment**, that the new **metering equipment** is not meeting the **minimum standards**; and

in relation to existing **metering equipment**, that the existing **metering equipment** is not meeting the **minimum standards** of accuracy which it was designed to meet.

“**disclosee**” means a person to whom a **distributor** or a **retailer** has disclosed or wishes to disclose **metering data**.

“*distribute*” in relation to electricity, means to distribute electricity using a *distribution system*.

“*distribution contract*” means a contract between a *distributor* and a *customer* or an *embedded generator* for the *supply* of electricity (and includes a deemed contract under section 40A of the *Act*).

“*distribution licence*” means a licence to *distribute* and *supply* electricity granted under the *Act*.

“*distribution system*” means a system of electric lines and equipment used in connection with electricity generally at *voltage* levels of 66 kV or below.

“*distributor*” means a person who holds, or is exempt from holding, a *distribution licence*.

“*effective date*” means the date referred to in clause 1.2.

“*electrical installation*” means any electrical equipment at a *customer’s supply address* that is connected to, but not a part of, a *distribution system*.

“*Electricity Customer Transfer Code*” means the code of that name certified by the *Commission*.

“*Electricity Distribution Code*” means the code of that name published by the *Commission*.

“*embedded generator*” means a person who engages in the activity of owning, controlling or operating a generating system that *supplies* electricity to, or who otherwise *supplies* electricity to a transmission system or *distribution system* and who is registered with *NEMMCO* in that capacity as described in Chapter 2 of the *NER*.

“*embedded network*” means a *distribution system* to which *customers* are connected that is not owned, operated or controlled by a *distributor* licensed by the *Commission* and in which the energy *supplied* to *children* has been recorded by a *meter* used to record the consumption of the *parent*.

“*energy*” means *active energy* and/or *reactive energy*.

“*energy data*” means *interval energy data*, *accumulated energy data* or *estimated energy data*.

“*Energy Retail Code*” means the code of that name published by the *Commission*.

“*export*” means the delivery of *energy* from the *distribution network* to a *customer*.

“*first tier customer*” means a person who buys electricity from its *local retailer* or from an unlicensed *retailer*. To avoid doubt, a *first tier customer* includes a former franchise *customer* with annual consumption of less than 40MWh per annum until such *customer* exercises its right to choose a new *retailer* after 1 January 2002.

“*guideline*” means a guideline published by the *Commission*.

“**import**” means the delivery of **energy** from a **customer**, or an **embedded generator**, into the **distribution network**.

“**interval meter**” means a **meter** that records **interval energy data** and:

- (a) in the case of a type 1, 2, 3 or 4 **metering installation**, complies with the characteristics and requirements of a type 1, 2, 3 or 4 **metering installation** set out in the **NER**, or
- (b) in the case of a type 5 **metering installation**, complies with the characteristics and requirements of a type 5 **metering installation** set out in the **NER** and the **Metrology Procedure**.

“**interval metering equipment**” means equipment capable of measuring and recording electricity **supplied** to a **customer** as **interval energy data** including **interval meters**, manual reading facilities, clocks, and when required, **current transformers** and **voltage transformers** and computing or communications equipment designed to facilitate electronic access.

“**load**” means a **connection point** or defined set of **connection points** from which electrical power is delivered to a person or to another **network** or the amount of electrical power delivered at a defined instant at a **connection point** or aggregated over a defined set of **connection points**.

“**local retailer**” has the meaning given to that term in the Order in Council dated 11 January 2002 (as amended) made under section 35A of the *Act* or any replacement order if it defines a “local retailer”.

“**market**” means any of the markets or exchanges described in the **NER**, for so long as the market or exchange is conducted by **NEMMCO**.

“**meter**” means a device complying with Australian Standards which measures and records the production or consumption of electrical **energy**.

“**metering data**” means the data obtained from a **metering installation**, processed data or substituted data.

“**metering equipment**” means equipment installed or to be installed to safely measure, record, and, read records of the amounts of electricity in the nature of **active energy** and/or **reactive energy supplied** from a **distributor’s distribution system** to an **electrical installation** of a **customer** including **meters**, **current transformers** and **voltage transformers**, wiring and any computing or communications equipment designed to facilitate electronic access, such equipment being **accumulation metering equipment** or **interval metering equipment**.

“**metering installation**” means the assembly of components and/or processes that are controlled for the purpose of metrology. The assembly of components may include the combination of several **metering points** to derive the **metering data** for a **connection point**.

“**metering point**” is the point of physical connection of the device measuring the current in the power conductor.

“*metering provider*” means a person who is engaged by the *responsible person* where the *responsible person* is not the relevant *metering provider* who is registered by, and accredited with, NEMMCO as a *metering provider*.

“*Metrology Procedure*” means the National Electricity Market Metrology Procedure published by NEMMCO in accordance with the requirements of the *NER*.

“*National Electricity Rules*” or “*NER*” has the meaning given to it in the *National Electricity (Victoria) Act 2005*

“*NEMMCO*” means the National Electricity Market Management Company Limited A.C.N 072 010 327, the company which operates and administers the *market* in accordance with the *NER*.

“*non-market generator*” means a generator that has been classified as a non-market generating unit in accordance with the *NER*.

“*parent*” means a *metering point* in an *embedded network* to which a *child* is connected. The *parent* may be connected to another *embedded network* or to the *distribution system* of a *distributor*.

“*point of supply*” means:

- (a) in relation to a low voltage electric line, means:
 - (1) in the case of an underground line (unless sub-paragraph (3) applies), the point at which that line crosses the boundary of the land; and
 - (2) in the case of an overhead line (unless sub-paragraph (3) applies), the first point of connection of that line on the land, being either:
 - (A) if the line is carried onto the land by one or more poles, the first pole on the land carrying that line;
 - (B) if the line is *connected* directly to premises on that land, that *connection* to the premises; or
 - (C) if it is not possible to determine a *point of supply* in accordance with sub-sub-paragraph (A) or (B), the point at which the line crosses the boundary of the land; and
 - (3) in the case of a line connected to a distributor’s assets, the point at which the line is connected to a distributor’s assets; and
- (b) in relation to a high voltage electric line, means the point agreed between the relevant *distributor* and the *customer supplied* by that electric line.

“*reactive energy*” means a measure in varhours (varh) of the alternating exchange of stored energy in inductors and capacitors, which is the time-integral of the product of *voltage* and the out-of-phase component of current flow across a *point of supply* “*related body corporate*” means in relation to a body corporate, a body corporate that is related to the first mentioned *body* by virtue of section 50 of the Corporations Law.

“*responsible person*” means the person who has the responsibility for a *metering installation* for a particular *connection point*, being either the *distributor* or the “market participant” as described in chapter 7 of the *NER*.

Deleted: in relation to *second tier customers*,

“*retail contract*” means a contract for the sale of electricity by a *retailer* to a *customer* (and includes a deemed contract under the *Act*).

“*retailer*” means a person who holds, or who is exempt from holding, a *retail licence* under the *Act*.

“*retail licence*” means a licence issued by the *Commission* under the *Act* to sell electricity.

“*scheduled meter reading*” means an *actual meter reading* on a cycle that equates to the end-use *customer’s* billing cycle, usually monthly or quarterly.

“*second tier customer*” means a *customer* who purchases electricity in its entirety from a person other than its *local retailer*.

“*supply*” in relation to electricity, means the delivery of electricity.

“*supply address*” means the address where the *customer* is being *supplied* with electricity;

“*voltage transformer*” or “*VT*” means a transformer for use with *meters* and/or protection devices in which *voltage* across the secondary terminals is, within prescribed area limits, proportional to and in phase with the *voltage* across the primary terminals.

“*writing*” includes any mode of representing or reproducing word, figures, drawings or symbols in a visible form.

13. INTERPRETATION

- (a) In deciding whether a person has used best endeavours, regard will be had to all relevant factors including whether the person has acted in good faith and has done what is reasonably necessary in the circumstances.
- (b) In this Code, unless the context otherwise requires:
- (1) any question as to the fairness and reasonableness of a matter in this Code will be decided by the *Commission* on the basis of the *Commission's* opinion of fairness and reasonableness;
 - (2) headings and footnotes are for convenience or information only and do not affect the interpretation of this Code or of any term or condition set out in this Code;
 - (3) words importing the singular include the plural and vice versa;
 - (4) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
 - (5) a reference to a clause or appendix is to a clause or appendix of this Code;
 - (6) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
 - (7) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
 - (8) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
 - (9) other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning;
 - (10) a period of time:
 - which dates from a given day or the day of an act or event is to be calculated exclusive of that day; and
 - which commences on a given day or the day or an act or event is to be calculated inclusive of that day.
 - (11) a reference to:

ELECTRICITY CUSTOMER METERING CODE

- time is a reference to Standard Time within the meaning of the *Summer Time Act 1972 (Vic)* and not Summer Time within the meaning of that Act;
 - a day is a reference to a period commencing immediately after midnight and ending the following midnight; and
 - a month is a reference to a calendar month.
- (12) an event which is required under any term or condition set out in this Code to occur on or by a stipulated day which is not a *business day*, may occur on or by the next *business day*.

A *distributor*, a *responsible person* and a *retailer* must keep *metering data* confidential and use reasonable endeavours to protect and preserve the confidential nature of the *metering data* and must comply with any relevant *guideline*.

A distributor, a responsible person and a retailer:

must not disclose a *customer's metering data* to any person except as permitted by this Code, the *NER* or the *Metrology Procedure*;

must only use or reproduce a *customer's metering data* for the purpose for which it was collected under this Code or another purpose contemplated by any other code, the *NER* or the *Metrology Procedure*;

must not permit unauthorised persons to have access to a *customer's metering data*;

must not disclose a *customer's metering data* to any person, except as provided for under clause 8.2 (b) (1), without the explicit informed consent of the *customer*; and

must ensure that the *metering data* and other information obtained from a *customer* is treated in accordance with the explicit informed consent of the *customer* and in accordance with any relevant *guideline*.

This clause 8.2 does not prevent:

the disclosure, use or reproduction of *metering data* if the *metering data* is at the time generally and publicly available otherwise than as a result of breach of confidence by a *distributor*, a *responsible person* or a *retailer* or its *disclosees*;

the disclosure of *metering data* by a *distributor*, a *responsible person* or a *retailer* or its *disclosees* to:

its employees or the employees of its *related bodies corporate* subject to any relevant *guideline*; or

its legal or other professional advisor, auditor or other consultant, requiring the *metering data* for the purposes of this Code or any other code or for the purpose of advising the *distributor*, the *responsible person* or the *retailer* or *disclosee* (as the case may be) in relation to those purposes;

the disclosure, use or reproduction of *metering data* with the explicit informed consent of the relevant *customer*;

the disclosure, use or reproduction of *metering data* to the extent required by law or by lawful requirement of:

any government or governmental body, authority or agency having jurisdiction over a *distributor*, a *responsible person* or a *retailer* or its *related bodies corporate*;

any stock exchange having jurisdiction over a *distributor*, a *responsible person* or a *retailer* or its *related bodies corporate*; or

the *Commission*;

the disclosure, use or reproduction of *metering data* required in connection with legal proceedings, arbitration, expert determination or other dispute resolution mechanism under this Code or any other code, the *NER* or the *Metrology Procedure*;

the disclosure, use or reproduction of *metering data* which is trivial in nature;

the disclosure use or reproduction of *metering data* required to protect the safety of personnel or equipment; or

the disclosure use or reproduction of *metering data* by or on behalf of a *distributor*, the *responsible person* or a *retailer* to the extent it is reasonably required in connection with the *distributor's*, the *responsible person's* or the *retailer's* financing arrangements, investment in the *distributor*, the *responsible person* or the *retailer* or disposal of the *distributor*, the *responsible person* or the *retailer*.

In the case of a disclosure under clauses 8.2(c)(2) and 8.2(c)(8), the *distributor*, a *responsible person* or the *retailer* making the disclosure must inform the relevant disclosee of the confidentiality of the *metering data* and use reasonable endeavours to ensure that the disclosee keeps the *metering data* confidential.