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B2B Procedures v3.8 Consultation

18 May 2022

Draft Report

Proposed Improvements regarding Coincident Service Orders, Shared Fuse Notification

B2B v3.8 Draft Report

Date of Notice: 18 May 2022

Notice of Second Stage Consultation

This Notice of Second Stage of Rules Consultation (Notice) informs all Business-to-Business (B2B) Parties, relevant B2B Change Parties, AEMO and such other persons who identify themselves to the Information Exchange Committee (IEC) as interested in the B2B Procedures (Consulted Persons) that AEMO on behalf of the IEC is conducting this consultation (Consultation) on the proposals (Proposals) to make changes (Changes) to the B2B Procedures.

This Consultation is being conducted under clause 7.17.4 of the National Electricity Rules (NER), in accordance with the Rules consultation requirements detailed in NER 8.9.

The consultation process

The IEC invites written submissions on the matters in this Consultation, including any alternative or additional Proposals which you consider may better meet its objectives, as well as the National Electricity Objective (NEO) in section 7 of the National Electricity Law.

Submissions in response to this Notice should be sent by email by 5:00pm (AEST) on 1 June 2022 to NEM.Retailprocedureconsultations@aemo.com.au. A response template has been provided on AEMO's website. Please send any queries in respect of the Consultation to the same email address.

Submissions received after the closing date and time will not be valid. The IEC is not obliged to consider late submissions for this reason. A late submission should explain the reason for lateness and the detriment to the proponent if the IEC does not consider the submission.

Please identify any parts of your submission which you wish to remain confidential, explaining why. The IEC has asked AEMO to manage such information to avoid any confidentiality issues. Any confidential information will entail a de-identified analysis being available to the IEC and Business-to-Business Working Group (B2B-WG), to enable their decisions to be made impartially. The IEC may still publish that information, if it does not consider it to be confidential, but will consult with you before doing so. Please note that material identified as confidential may be given less weight in the decision-making process than material that is published.

In your submission, you may request a meeting with the IEC to discuss the matters in the Consultation, stating why you consider a meeting is necessary or desirable. If appropriate, meetings may be held jointly with other Consulted Persons. The IEC will generally make details of matters discussed at a meeting available to other Consulted Persons and may publish them, subject to confidentiality restrictions.

Table 1 Summary of consultation stages

Process Stage	Date
Publication of Issues Paper	4 March 2022

Process Stage	Date
Closing date for submissions in response to Issues Paper	11 April 2022
Publication of Draft Report and Determination (Draft Report)	18 May 2022
Closing date for submissions in response to Draft Report	1 June 2022
Publication of Final Report and Determination (Final Report)	5 July 2022

The IEC developed the Changes in the interests of improving the B2B Procedures. The Changes require AEMO B2B e-Hub system changes. Some of the participants may require system changes due to the Changes. The Changes were recommended to the IEC by the members of the B2B-WG.

Executive Summary

The Changes in the Proposal are intended to:

- Advise industry on the method decided by the IEC that will be used to manage de-energisation and re-energisation Service Orders (SOs) when there are two service providers (DNSP and MC) who may have undertaken or will undertake the de-energisation, to better mitigate the risk of customers being left off supply; and
- Deliver uniformity and process efficiencies in B2B communications for shared fuse arrangements to support the Metering Coordinator Planned Interruption (MCPI) rule change, which introduced new obligations on Retailers and MCs to provide information to the DNSP regarding the shared fuse status at a site.

The key issues arising in submissions were:

- Fifteen out of the nineteen respondents supported the enhanced coincident SO logic for de- and re-energisations by a single SO Notified Party option in the Proposal (Notified Party Option or Option 1a), predominantly on the basis that the Change would:
 - Involve lowest incremental cost.
 - Provide greater visibility of both de-energisation and re-energisation requests.
 - Ensure minimal disruption to the electricity supply.
 - Promote efficient investment in, and efficient operation and use of, electricity services for the long-term interests of consumers.
- Four out of the nineteen respondents supported the Two SO option in the Proposal (Two SO Option or Option 1b), predominantly on the basis that the Change would:
 - Meet the objective of minimising customers being off supply.
 - Involve the industry to the greatest possible extent in optimising customer benefits.
 - Require the least capital investment and ongoing business resources.

In response (IEC Response):

- The IEC has decided to progress the Notified Party Option.
- The reasons for the IEC's decision are based on:
 - The majority support in the submissions for the Notified Party Option; and
 - The least identified incremental overall costs which leads to the lowest future implementation costs for consumers NEM-wide.

The Changes to the B2B Procedures are:

- Service Order Process – to reflect the decision to implement the Notified Party Option, by including the enhanced coincident SO logic for de- and re-energisations by a single Notified Party.
- One Way Notification Process – to include a new transaction to indicate the current status of a shared fuse arrangement.
- Technical Delivery Specification – to include a new transaction to indicate the current status of a shared fuse arrangement.
- B2B Guide – to include:
 - CSV/email transaction as an interim process for shared fuse notification and the aseXML transaction to indicate current shared fuse arrangement.
 - Enhanced coincident SO logic for de- and re-energisations by a single Notified Party.

Table 2 Summary of Proposal

Instrument	New/Amended
Service Order Process	Amended (Procedure v3.8 changes)
One Way Notification Process	Amended (Procedure v3.8 changes)
Technical Delivery Specification	Amended (Procedure v3.8 changes)
B2B Guide	Amended (v3.7.1 document changes)
B2B Guide	Amended (v3.8 document changes)
Customer Site Details Notification Process	Version alignment
Meter Data Process	Version alignment

Responses to the Issues Paper

In response to the Issues Paper, nineteen submissions were received, from:

- AGL.
- Alinta.
- Ausgrid.
- Ausnet.
- CitiPower Powercor.
- Endeavour Energy.
- Energy Queensland.
- Essential Energy.
- Evoenergy.
- Intellihub.
- Jemena.
- Origin Energy.
- PLUS ES.
- Red and Lumo.
- SA Power Networks.
- TasNetworks.
- Telstra Energy.
- United Energy.
- Vector Metering.

Among the nineteen respondents, fifteen supported option 1a and four supported option 1b, as follows:

Participant Category	Option 1a	Option 1b
Retailer	5	-
Network	7	4
MC	3	-

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1. Background

This Draft Report has been prepared to summarise the IEC Response in respect of the Changes, to enable the Consultation. The Changes have been developed under the IEC's power to manage the ongoing development of the B2B Procedures as contemplated by NER 7.17.7(a)(2), as well as changes under NER 7.17.4.

This Draft Report also provides information which is considered by the IEC in determining whether to implement the Changes to the B2B Procedures, namely:

- An issues statement in respect of the Proposal (see section 1.1).
- A summary of the Changes, including consideration of the B2B Principles (see sections 1.1 and 2.5).
- A consideration of the B2B factors (see section 2.6).

The Changes have been considered and recommended by the members of the B2B-WG.

If accepted, the Changes would result in amendments to:

- Service Order Process.
- One Way Notification Process.
- Technical Delivery Specification.
- B2B Guide.

The Changes would result in version alignment of:

- Customer and Site Details Notification Process.
- Meter Data Process.

The Changes require AEMO B2B e-Hub system changes. Some participants may require system changes due to the Changes.

1.1 Issues statement and scope

The IEC has developed the Changes to improve the functionality of B2B transactions, as well as to incorporate routine communication between electricity retail market participants into B2B transactions. The Changes were recommended to the IEC by the members of the B2B-WG.

The members of the B2B-WG are as follows:

Table 3 B2B-WG members by sector

Retailers	Distributors	Metering
AGL	AusNet Services	IntelliHUB
Alinta Energy	Energy Queensland	PlusES
Origin Energy	Endeavour Energy	Yurika
Red Energy and Lumo Energy	SA Power Networks	Vector AMS
	TasNetworks	

The Changes to the relevant B2B Procedures are:

- Service Order Process – to include enhanced coincident SO logic for de- and re-energisations by a single Notified Party.
- One Way Notification Process – to include a new transaction to indicate the current status of a shared fuse arrangement.
- Technical Delivery Specification – to include a new transaction to indicate the current status of a shared fuse arrangement.
- B2B Guide – to include:
 - CSV/email transaction as an interim process for shared fuse notification and the aseXML transaction to indicate current shared fuse arrangement; and
 - enhanced coincident SO logic for de- and re-energisations by a single Notified Party.

The Consultation is built on B2B Procedures version 3.7 (effective 7 November 2022). The relevant effective dates are as follows:

Table 4 Change effective dates

Procedures	V3.7.1 (effective 1 May 2022)	V3.8 (effective 30 May 2023)
Service Order Process	NA	Amended (Procedure changes)
One Way Notification Process	NA	Amended (Procedure changes)
Technical Delivery Specification	NA	Amended (Procedure changes)
B2B Guide	Amended	Amended
Customer and Site Details Notification Process	NA	Amended (version only)
Meter Data Process	NA	Amended (version only)

1.2 Consultation plan

The Consultation plan is as follows:

Table 5 Consultation Date Plan

Stage	Start Date	End Date
Publication of Notice of Consultation and Issues Paper	4 March 2022	
Participant submissions to be provided to AEMO	4 March 2022	11 April 2022
Closing date for submissions in response to Issues Paper	11 April 2022	
IEC consideration of all valid submissions and preparation of Draft Report and Determination (Draft Report), including change-marked Procedures	11 April 2022	18 May 2022
Publication of Draft Report	18 May 2022	
Participant submissions to be provided to AEMO	18 May 2022	1 June 2022
Closing date for submissions in response to Draft Report	1 June 2022	
IEC consideration of all valid submissions and preparation of Final Report and Determination (Final Report), including change-marked Procedures	1 June 2022	5 July 2022
Publication of Final Report	5 July 2022	

2. Proposed Changes

2.1 Enhanced Coincident Service Order Logic using Single Notified Party

2.1.1 Background

The introduction of smart meters that allow for remote re-energisation and de-energisation, coupled with Power of Choice (POC) reforms, has introduced the ability for retailers to request remote de-energisations and re-energisations of meters.

The existing industry processes specified in the Service Order Process, in certain circumstances, will no longer provide the necessary protections against customers being left off supply, due to a service order being incorrectly sent to a party who is not able to complete the required work.

Market participants have an interest in knowing if the energisation status of a site, therefore their meter, is going to change, so that they can efficiently and effectively manage their market obligations.

The B2B-WG submitted the following Proposals to the IEC in May 2021:

- Notified Parties (NPs), which are available for all SOs, be made mandatory for all re-energisation and de-energisation SOs; and
- Recipients of a Notified Party transaction treat that Notification transaction in accordance with the proposed section 2.19 in the B2B Procedure Service Order Process which is provided with this Draft Determination.

However, at the May 2021 IEC meeting, the IEC did not accept the B2B-WG's recommendation to commence consultation on a proposed solution using NP to manage coincident SOs.

Instead, the IEC tasked the B2B-WG with undertaking further analysis and development of additional options to manage coincident SOs.

Accordingly, the B2B-WG assessed potential options. However, following further discussions, the B2B-WG was not able to yield a proposal for the next steps. To progress the B2B-WG's understanding of the issue, AEMO, on behalf of the B2B-WG, surveyed the industry to explore options, as well as to test key assumptions held by members of the B2B-WG.

At the IEC's August 2021 meeting, AEMO updated the IEC of the progress of the survey.

In order to explain and clarify the scenarios under which coincident SOs relating to remote de-energisation and re-energisations can occur, a discussion paper was developed which sought to enable participants who are not as familiar with the issues to engage on the issues in a less structured way, prior to formal consultation on the preferred solution.

The subsequent analysis of the responses to the discussion paper revealed that:

1. Retailers wish to move towards using remote SOs for de- and re-energisation, where possible. The use of physical de-energisation requests by retailers will reduce to insignificant levels in the future, as smart meters are rolled out.
2. The following two options are preferable:
 - Option 1a: The mandatory provision of NPs for de- and re-energisation SOs sent by retailers and the use of notified parties within coincident SO logic by distributors and contestable metering providers.

- Option 1b: The provision of two re-energisation SOs sent by the incoming retailer, one to the distributor and one to the contestable metering provider, to enable each party to perform coincident SO logic.

Neither Option 1a nor Option 1b were considered to fully achieve the objective of preventing customers from not having supply.

At the December 2021 meeting, the IEC requested the B2B-WG to proceed to develop the change pack for consultation, using Options 1a and Option 1b. The consultation on the change pack, inclusive of the Issues paper and track changed procedures, commenced on 4 March 2022.

Following submissions to the Issues Paper, at the out-of-session meeting on 22 April 2022, the IEC discussed the submissions and the AEMO recommendation paper. The IEC came to a 100% consensus position in support of Option 1a.

The reasons for the decision are based on:

- The majority support in the submissions for Option 1a; and
- The lower identified incremental overall costs for Option 1a, therefore the lower future implementation costs for consumers NEM-wide.

The IEC also discussed the timing of the change, with agreement that 30 May 2023 is appropriate, given the large volume of industry change underway and upcoming, as well as the majority support for this date. The IEC noted the concerns which some respondents expressed as to any further changes beyond this Consultation being added to the workload between now and 30 May 2023.

2.1.2 Single SO Notified Party (Option 1a)

Issue summary and submissions

The single SO NP Proposal includes that:

- NPs, which are available for all SOs, be made mandatory for all re-energisation and de-energisation SOs; and
- Recipients of a NP transaction treat that notification as an input to determine if the coincident SO logic should be applied.

In the instance that a DNSP completes a physical de-energisation of a site, a remote re-energisation cannot occur. Accordingly, a physical re-energisation by the DNSP will still be required at a site.

Some Retailers, as well as non-regulated service providers, have already invested in undertaking the required system modifications to enable the NP transaction to be included in SO logic. This means that if they receive both a de-energisation SO request and a NP transaction, for action within the 5-business day coincident SO logic window, indicating that a re-energisation request has been sent to the DNSP, they will not action the de-energisation. However, to ensure that this is to be fully effective, DNSPs in jurisdictions where remote services are allowed and used by retailers will be required to update their systems to extend the coincident SO logic to include NP transactions.

Although the single SO NP solution will significantly reduce the risk of a customer being without supply, a small risk remains, due to the timing of when transactions are sent, received and processed. In this instance, the customer will be required to contact their new Retailer to inform the Retailer that the customer is without supply. Subsequently, the new Retailer will raise a SO for reconnection.

This option makes the use of NP mandatory for de- and re-energisation SOs, which will allow for a more consistent industry process, as well as deliver additional benefits beyond the scope of coincident SO logic. It provides a consistent notification to the DNSP or the MPB that a request has been submitted with respect to the energisation status of the site in all instances, not just move-in/move-out.

The DNSP/MPB could then use the notification to be aware of the outages at the NMI. The receipt of a de-energisation SO NP by the MPB could mitigate a wasted truck visit, if their smart meter stops communicating.

Conversely, a DNSP could mitigate a wasted truck visit, if a customer calls them to advise that they are off supply, following a remote disconnection.

The B2B SO Procedures v3.8 which accompanies this Draft Report sets out the Changes in respect of the required business communication processes, including NP transactions. The B2B Guide may provide guidance as to best practice.

Fifteen out of nineteen respondents supported the single SO Notified Party proposal. The key points in support of the Proposal:

- Generally include:
 - Almost all respondents noted that Option 1a represents the lowest incremental cost approach, in that they have already implemented the solution and expect minimal or no incremental costs.
 - CitiPower/Powercor, United Energy, PLUS ES and AGL noted that Option 1a provides greater visibility of both de-energisation and re-energisation requests.
 - Essential Energy and AGL noted that Option 1a provides all involved participants with sufficient information to make an informed decision to manage any actual de-energisation or re-energisation SO requests.
 - Intellihub noted the use of the Notified Party Transaction (NPT) seamlessly complements the coincident service order logic already in place to ensure minimal disruptions to electricity supply.
 - Origin Energy noted that Option 1a can add benefits to offset some of the industry-wide implementation costs incurred during the implementation of PoC and aligns with the NEO and the B2B Objectives as it promotes efficient investment in, and efficient operation and use of, electricity services for the long-term interests of consumers.
- Specifically, in respect of the potential of Option 1a to provide better protection for customers being off supply, include:
 - Energy Queensland noted that de-energise/re-energise requests and NPTs will be sent to/received by parties (Local Network Service Providers (LNSP) and Metering Coordinator (MC)/Metering Providers (MP)) at the same time, as the NPT is generated and sent at the same time as the de-energise/re-energise SOs.
 - Intellihub noted that Option 1a provides clear visibility of the requests and actions taken by other participants. MPs can proactively advise the Incoming Retailers as soon as they identify an SO to de-energise a site being requested to the LNSP, minimising disruptions to energy supply.
 - PLUS ES noted that using NPT means that de-energise/re-energise SOs visibility is enabled for both the DNSP and the MP (one as an actor of the SO and the other as an NP). The use of coincident SO logic checking has the benefit of significantly reducing the initial instances of a customer being de-energised within a coincident SO five business day window.
 - Red and Lumo noted that Option 1a provides better protection for customers and is less likely to see any failed requests. Option 1a clearly indicates who the Incoming Retailer expects to complete the request for re-energisation, whether the metering party or the DNSP. With responsibility sitting with one provider, this ensures that the provider is aware of their responsibility to provide electricity to the customer, as is the case currently. Should the Incoming Retailer receive a 'not complete' for their request, the Retailer can take immediate action by engaging with the one single responsible party, in order to understand the root cause of the order not having been completed.
- Most respondents identified that the extent of customers being off supply under Option 1a and Option 1b alike is either difficult to determine or almost the same. They noted that the extent will

depend on various factors, such as the time of day at which the customer contacts the Retailer, when the Retailer forwards the request to the DNSP, the remote capability of the site, etc.

- Almost all respondents supported the implementation date of 30 May 2023.

2.1.3 Two Service Orders (Option 1b)

Issue summary and submissions

The Incoming Retailer raises the re-energisation SO to both the DNSP and the non-regulated MPB respectively. Upon receipt of the SO request, each service provider should determine what action is required to ensure that the site is energised.

These SOs already exist in the B2B system. However, Retailer systems may require changes to apply the two-SO logic. Additionally, as service provider responses and processes are currently inconsistent, additional development would be required to either accommodate the inconsistency (by Retailers) or to make the responses consistent (by the service providers). This may mean some changes to the business / system processes for DNSPs with respect to actioning re-energisation SOs.

Four out of nineteen respondents supported the Two SO proposal. The key points in support of the Proposal:

- Generally include:
 - Endeavour Energy, SA Power Networks and TasNetworks noted that Option 1b will meet the objective of minimising customers being off-supply.
 - Endeavour Energy and SA Power Networks noted that Option 1b will involve the industry to the greatest extent in optimising benefits to customers compared to Option 1a, which in their view involves more effort by the customer, as it requires the customer to do the work to resolve the issue.
 - Ausnet, Endeavour Energy and SA Power Networks noted that Option 1b requires the least capital investment and ongoing business resources for their organisations.
 - Ausnet noted that the co-incident service order logic is already in effect and is working robustly.
 - Endeavour Energy noted that a SO is an instruction to a service provider to undertake an action, whereas a NPT is only information about instructions sent to another service provider. The NPT can be used to cancel any disconnection if the disconnection has not started, but it cannot be used to perform the reconnection if the disconnection has already started. However, a SO can be used to cancel any disconnection, if the disconnection has not started, and it can be used to perform the reconnection if the disconnection has already started. Due to this distinct difference, Endeavour Energy considers that Option 1b provides better protection to customers.
 - TasNetworks noted that for a remote service capable meter, if both parties receive a re-energisation service request, then the party which performed the de-energisation has an immediate request to re-energisation supply and cancel any de-energisation request if not yet performed.
- Specifically, in respect of the potential of Option 1b to provide better protection for customers being off supply, include:
 - Ausnet noted that Option 1b provides 100% coverage to the extent that the business would know if it had pulled the fuse or not and could always update its systems with that information. The co-incident service order logic is already in effect and is working robustly.
 - Endeavour Energy noted that Option 1b fully meets the objective of protecting against customers being left off supply, whereas Option 1a only partially meets this objective, because a service order is used as opposed to an NPT.

- TasNetworks noted that Option 1b provides better protections for the customer, as there is no confusion about what action needs to be taken. For a remote service capable meter, if both parties receive a re-energisation service request, then the party which performed the de-energisation has an immediate request to re-energisation supply and cancel any de-energisation request if not yet performed.
- Most respondents identified that the extent of customers being off supply under Option 1a and Option 1b alike is either difficult to determine or almost the same. They noted that the extent will depend on various factors, such as time of day at which the customer contacts the Retailer, when the Retailer forwards the request to the DNSP, the remote capability of the site, etc.
- Almost all respondents supported the implementation date of 30 May 2023.

2.1.4 IEC Assessment and Conclusion

The IEC discussed the submissions and AEMO recommendation paper. The IEC arrived at a 100% consensus in support of Option 1a – enhanced coincident SO logic for de- and re-energisations by a single Notified Party.

The reasons for the decision are based on:

- The majority support in the submissions for Option 1a; and
- The lowest identified incremental overall costs for Option 1a, therefore the lowest future implementation costs for consumers NEM-wide.

In making this decision, the IEC acknowledges the concerns raised by participants in respect of both Option 1a and Option 1b. The IEC understands that although some risk remains, the decision in favour of Option 1a was the appropriate decision.

The IEC also discussed the timing of the change, with agreement that 30 May 2023 is appropriate given the large volume of industry change underway and upcoming, as well as the majority support for this date. The IEC noted the concerns of some respondents in respect of any further Changes beyond this Consultation being added to the workload between now and 30 May 2023.

2.2 Shared Fuse Notification using One Way Notification (OWN)

Issue summary and submissions

The Proposal consists of creating a new OWN transaction to communicate the shared fuse arrangements as required by the NER, as well as the CATS Procedures.

The Change is focused on delivering uniformity and process efficiencies in B2B communications for shared fuse arrangements to support the MCPI rule change, which introduced new obligations for Retailers and MCs to provide information to the DNSP regarding the shared fuse arrangements at a site.

Typically, the MC, or the MC's agent, will need to communicate this after they have attended a site to undertake metering work.

Every meter exchange attempt, whether successful or not, will generate this information flow. Over the course of the next few years, it is expected that 5.5 million transactions will flow between MCs and DNSPs.

An interim process to communicate shared fuse arrangements has been established under an agreement between MCs and DNSPs. This involves sending comma separated value (csv) files via email. However, due to the expected high volume of transactions required, email/csv is not suitable as a long-term solution.

Following an industry survey, the B2B-WG has proposed a solution which involves an aseXML transaction for the long-term provision of shared fuse information.

While Retailers may be informed by the customer or the customer's agent about a shared fuse arrangement, it is expected that these instances will be very low volume, with Retailers choosing to either use this transaction, or alternatively notify their MC directly.

The shared fuse arrangement describes the state of a NMI, as follows:

- Y = Indicates that a Shared Fuse Arrangement is present.
- N = Indicates that no Shared Fuse Arrangement is present.
- I = Indicates that the metering installation is isolated independently, but is still part of a Shared Fuse Arrangement.

The definition of Shared Fuse Arrangement was amended to align to the Standing Data for MSATS procedure.

The B2B-WG also considered the following proposals:

- Maintaining the current interim process for sites visited where metering could not be completed and for DNSPs using existing signals to infer the shared fuse arrangements. For example, DNSPs receiving a Notice of Metering Work (NOMW), which would imply that the MP was successful in isolating a site, would, therefore, understand that this was not in a shared fuse arrangement. This was not agreed, as DNSPs requested explicit instruction for the shared fuse arrangement of each premises after the MP has visited the site.
- Maintaining the current interim process for sites visited where metering could not be completed and enhancing the NOMW process to include shared fuse information where metering could be completed. This was not agreed, as DNSPs requested a single transaction to advise them of the shared fuse arrangement.
- Enhancing the existing Meter Fault and Issues Notification (MFIN) transaction to be used to communicate the shared fused arrangements. This would require adding new values to an existing enumerated list that can be used to indicate to the recipient the shared fuse status of 'N', 'I' or 'Y'. This was seen as a low-cost change for both AEMO and the MPs, as the transactions already existed and would require minor change. In addition, MPs already generate this under BAU scenarios. This solution was preferred by AEMO and the MPs. However, this solution was not agreed, because the DNSPs believed this would broaden the use of the MFIN and would introduce confusion regarding its purpose.

This Change, which received the largest support within the B2B-WG, involves the addition of a new formal B2B OWN transaction to the schema to allow the initiator to provide shared fuse arrangements, as required by the NER, as well as the CATS Procedures.

This Change will require the following:

- The interim solution from May 2022, will be used to notify the DNSPs, so they can update this information in MSATS, allowing Retailers to advise customers of the presence of shared fusing and setting expectations that longer lead times for meter exchanges are required.
- AEMO will create a new aseXML OWN transaction in the schema, to carry this information with any enumerations managed outside the schema.
- The MC, MP or Retailer will generate the new aseXML OWN (either via participant market systems or the MSATS browser) with an appropriate code to indicate the status of the Shared Fuse indicator for each NMI.
- The DNSP will receive and process the new aseXML OWN transaction to update their systems and MSATS.

In their feedback:

- AGL, Alinta, Ausgrid, Endeavour Energy, Energy Queensland, Essential Energy, Evoenergy, Intellihub, Origin Energy, Red and Lumo, SA Power Networks and Vector Metering fully supported the Proposal.
- PLUS ES and AGL proposed expanding the scope and design of this solution, so that participants could utilise it without having to implement another B2B OWN transaction.
- TasNetworks queried the need for building a new aseXML transaction over the interim email solution.
- Telstra Energy noted that they supported communication via aseXML for large volumes, however suggested continuation of interim email solution for low volumes.
- Ausnet, CitiPower/Powercor, United Energy and Jemena did not support the Proposal, due to the low volume of notifications in Victoria for small customers which can be done via email.
- All respondents except CitiPower/Powercor, United Energy, Evoenergy and Jemena noted that they expect no issues in meeting the implementation date of 30 May 2023.

IEC assessment and conclusion

The IEC considers that the proposed Change of creating a new OWN transaction to communicate the shared fuse arrangements will progress as per the current scope.

The IEC agreed with implementation date of 30 May 2023, given the large volume of industry change currently underway and upcoming, as well as the majority support for this date.

The IEC noted feedback from AGL and PLUS ES about expanding the scope and design of this solution to make it more flexible and allow for introducing new transactions without schema changes. The IEC requests that if AGL or PLUS ES considers there is still a requirement for a Generic Transaction, they should raise a new ICF with information regarding use cases and likely volumes that support this proposed transaction, to enable review and consideration by the B2B-WG.

The IEC notes that Ausnet, CitiPower/Powercor, Jemena and United Energy did not support the Proposal due to the low volume of notifications. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.

2.3 B2B Principles

The IEC considers that the B2B Draft Report supports each of the B2B Principles, as follows:

B2B Principle	Justification
B2B Procedures should provide a uniform approach to B2B Communications in participating jurisdictions.	The B2B Procedures, in terms of transactions, are not jurisdiction-specific, therefore do not create any jurisdictional differences.
B2B Procedures should detail operational and procedural matters and technical requirements that result in efficient, effective and reliable B2B Communications.	The B2B Procedures improve the communications and operational processes between participants through the development of consistent information exchange.
B2B Procedures should avoid unreasonable discrimination between B2B Parties.	The B2B Procedures do not introduce changes that would discriminate between B2B Parties, as the changes are either optional or apply equally across all parties.
B2B Procedures should protect the confidentiality of commercially sensitive information.	The B2B Procedures do not introduce changes that would compromise the confidentiality of commercially sensitive information.

2.4 B2B Factors

The IEC has determined that the B2B Factors have been achieved as follows:

B2B Factors	Justification
The reasonable costs of compliance by AEMO and B2B Parties with the B2B Procedures compared with the likely benefits from B2B Communications.	The Changes will ensure continued compliance by AEMO and B2B Parties with the NER in addition to consistency between B2B Communications and business practices.
The likely impacts on innovation in and barriers to entry to the markets for services facilitated by advanced meters resulting from changing the existing B2B Procedures.	The B2B Procedures do not impose barriers to innovation or market entry. They allow participants to streamline their operations, better meet regulatory requirements and allow for all relevant information to be contained within the Communications structure to allow for more efficient processes.
The implementation timeframe reasonably necessary for AEMO and B2B Parties to implement systems or other changes required to be compliant with any change to existing B2B Procedures.	The SO Changes do not require system changes to the B2B e-Hub. Accordingly, no AEMO implementation timeframe is required. The OWN Changes require system changes to the B2B e-Hub and AEMO has indicated May 2023 is the available timeframe for these Changes. From a business process perspective, the IEC is requesting feedback on the nominated implementation timeframe.

2.5 Benefits

The Change supports the following B2B principles by establishing a mechanism for efficiently communicating shared fuse information in a consistent and reliable manner, with key benefits including:

- A uniform approach to B2B Communications in participating jurisdictions.
- A range of detailed operational and procedural matters and technical requirements that result in efficient, effective, and reliable B2B communications; and
- The lowest identified incremental overall costs for Enhanced Coincident SO logic using single Notified Party, which leads to the lowest future implementation costs for consumers NEM-wide.

The Change supports the B2B Factors by:

- Service Order Process – minimising the risk that the new customer is left off supply.
- One Way Notification Process - allowing Initiators to provide to Recipients the shared fuse information in an efficient and consistent manner.
- Technical Delivery Specification - allowing Initiators to provide to Recipients the shared fuse information in an efficient and consistent manner.
- B2B Guide – describing the enhanced Coincident Service Order Logic using Single Notified Party, and the interim arrangement to send the shared fuse notification via a csv file attached to an email and the aseXML transaction.

2.6 Costs

AEMO expects the Change to introduce the new shared fuse notification transaction will require changes to the schema, the Low Volume Interface (MSATS Browser) and the B2B Electricity Validation Module (EVM).

Participants should consider the costs, as well as risks, associated with the Change, including:

- The costs and resources they require to implement the Change, as well as their ongoing operational cost and resources.
- Their ability to implement the Change on the proposed dates, considering other known or upcoming industry changes, as well as internal projects.

2.7 MSATS Procedures

AEMO has considered the recommendations of the IEC. AEMO does not consider that the recommendations conflict with the MSATS Procedures.

3. B2B Proposal

The Changes in the Proposal is detailed within the attached change-marked B2B Procedures, which are published with this Draft Report.

4. Glossary

This Draft Report uses many terms that have meanings defined in NER. The NER meanings are adopted, unless otherwise specified.

Term	Definition
AEMC	Australian Energy Market Commission
AEMO	Australian Energy Market Operator
B2B	Business-to-Business
B2B-WG	Business-to-Business Working Group
CATS	Consumer Administration and Transfer Solution
CSDN	Customer and Site Details Notification
CSV	Comma Separated Value
DNSP	Distribution Network Service Provider
FRMP	Financially Responsible Market Participant
IEC	Information Exchange Committee
LNSP	Local Network Service Provider
MC	Metering Coordinator
MCPI	Metering Coordinator Planned Interruption
MFIN	Meter Fault and Issues Notification
MP	Metering Provider
MPB	Metering Provider – Category B
MSATS	Market Settlements and Transfers Solution
NEM	National Electricity Market
NER	National Electricity Rules
NERL	National Energy Retail Law
NMI	National Metering Identifier
NOMW	Notice of Metering Word
NP	Notified Party
NPN	Notified Party Notification
NSW	New South Wales
OWN	One Way Notification

Term	Definition
POC	Power of Choice
SO	Service Order

5. Summary of submissions in response to Issues Paper

5.1 Issue Paper Questions

Participant Name	Topic	Question	Comments	IEC response
AGL	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>AGL strongly supports the provision of using notified parties (Option 1a) to provide information to DNSPs about differing disconnection re-connection methods.</p> <p>AGL notes that the two SO option (1b) only caters for re-energisations. The Notified party option was proposed to allow retailers to notify DNSPs of remote disconnections and thereby minimise the likelihood of a wasted truck visit or a bypass of a site de-energised for non-payment.</p> <p>Therefore, the notified party option should be used by retailers for all Disconnections, thus ensuring the DNSP is notified of any changes to supply at a premise. This is particularly relevant if the DNSP attends for some other reason.</p> <p>AGL also notes that the complexity of handling two service orders for a similar outcome at a site is extremely complex to manage and automate and would require every existing and new retailers (ie approximately <u>50+</u> participants) to add substantially complex logic to their SO system, whereas implementing Notified Parties has a small number of DNSPs (ie 6-7) making changes to accommodate processing Notified Parties.</p> <p>Option 1b has the added complexity that there are multiple responses by DBs (different and the same DB) for the same SO request, making this a complex process to design business and system processes and responses around.</p>	The IEC notes the respondent's support for Option 1a.
Alinta	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Option 1a. Alinta Energy believes this to be the most simple solution and less cumbersome on our retail processes.	The IEC notes the respondent's support for Option 1a.

Participant Name	Topic	Question	Comments	IEC response
Ausgrid	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Ausgrid has already built option 1a and is currently using it to manage coincident SO for the customer switching changes implemented in October 2021. As notified party is not a mandatory requirement in the current procedures and to ensure this process works as efficiently as possible, Ausgrid has informed retailers that when raising de-en and re-en SO to MPs, Ausgrid should be a notified party in this transaction. Where retailers have used the notified party on their transactions we have not had any significant reportable issues.	The IEC notes the respondent's support for Option 1a and the reasons behind it.
Ausnet	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	AusNet prefers Option 1b on the basis that it is a fully effective that requires no system alterations to implement. For those meters that are not VicAMI meters, our systems would know whether we have registered the site as manually de-energised or not and respond properly. There are no DNSP system changes and the solution is 100% effective. If option 1a were implemented for large Type 4 sites, many of which cannot be de-energised remotely (as they are CT connected), we would have to make extensive system changes to deliver any of the benefits to customers of avoiding wasted truck visits or shorter outages. Due to the small volume of Type 4 metering without CTs, the business case for making the change would not be approved and current problems would remain. To be clear, the system changes would include interface changes to the systems our call centre staff use on a day to day basis. These staff are not accustomed to looking at incoming service orders, and could probably determine what to do by listening to the customer say "the retailer said the contestable metering provider would remotely re-energise the site".	The IEC notes the respondent's preference for Option 1b.

Participant Name	Topic	Question	Comments	IEC response
CitiPower Powercor	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	CitiPower Powercor preference is for Option 1a as this option provides greater visibility of both de-energisation and re-energisation requests. As the distributor and meter provider will have visibility of the de-energisation request, this should lead to efficiencies in the re-energisation process as both parties will have visibility as to how a site has been de-energised.	The IEC notes the respondent's preference for Option 1a and the reasons behind it.

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>We prefer option 1b because it fully meets the objective of protecting against customers being left off supply whereas option 1a only partially meets this objective.</p> <p>We understand that there will be costs to some participants, and the cost can vary between participants, depending on the option. We agree that cost is an important factor as ultimately these costs are likely to be passed onto customers. However, we encourage the IEC to provide more weighting on the option that better meets the primary objective of protecting against customers being left off supply.</p> <p>The issues paper highlighted additional benefits of option 1a in that it can provide "... a consistent notification to the DNSP or the MPB that a request has been submitted with respect to the energisation status of the site ... mitigate a wasted truck visit". We agree that option 1a provides these additional benefits, however we encourage the IEC to provide more weighting on the option that better meets the primary objective of protecting against customers being left off supply because additional benefits should not override the main objective. In addition, the additional benefits could be considered on its own merits, via a separate ICF, and could be implemented regardless of the option chosen.</p> <p>We note that by design, a service order cancellation does not trigger a notified party transaction. This means that option 1a has another design gap in that cancellation of service orders cannot be communicated to a notified party. The impact of this is that disconnections raised by the FRMP may not be actioned and therefore introduce financial risks to the FRMP. Although this is not a customer impact, it is an impact to the FRMP that may lead to disputes with the DNSP.</p>	The IEC notes the respondent's preference for Option 1b and the reasons behind it.

Participant Name	Topic	Question	Comments	IEC response
Energy Queensland	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Energy Queensland's preferred solution is Option 1a. As the Notified Party (NP) transaction is already used the changes required are believed to be simple and able to be incorporated into current continuous improvement system works. We also consider there would be fewer impacts and work required to adopt Option 1a as opposed to Option 1b across the industry more broadly.	The IEC notes the respondent's support for Option 1a.
Essential Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Option 1a is Essential Energy's preference, we believe the use of notified parties provides all involved participants with sufficient information to make an informed decision to manage any actual De-energisation or Re-energisation service order requests relating to smart metered sites.	The IEC notes the respondent's preference for Option 1a.
Evoenergy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Either option really, but... Prefer option 1a as the costs to implement are marginally less than the other, and ongoing costs to manage the process is less i.e. does not require manual intervention. Option 1b would offer a better long term solution however there is not enough information on how it is expected to work operationally i.e. as an LNSP, I do not want to send a truck as it will cost the customer, and we cannot do anything at the site.	The IEC notes the respondent's preference for Option 1a.
Intellihub	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Option 1a is Intellihub's preferred option. The use of the NPT seamlessly complement the coincident service order logic already in place to ensure minimal disruptions to energy supply. This option provides adequate level of visibility to all parties that may be involved in the de-energisation / re-energisation process at the customers' premises.	The IEC notes the respondent's support for Option 1a.

Participant Name	Topic	Question	Comments	IEC response
Jemena	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	Jemena's option is for Option 1a. Jemena believes that this provides the relevant notifications whilst being a lower cost solution. Jemena expects the number of NP transactions to increase due to the mandatory nature of the transaction.	The IEC notes the respondent's support for Option 1a.

Origin Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>Origin's preferred solution is Option 1a (Notified-Party based validation for coincident re-energisation/re-energisation Service Orders) and we do not support Option 1b from proceeding to the next stage due to the reasons provided in the following sections.</p> <p>Reason: Notified Party solution was implemented during Power of Choice (POC), and the cost of implementation was in the range of \$NNN overall. There has been an exorbitant cost involved in implementing Notified Party transaction in the schema, during POC go-live, including training costs. Also, AEMO invested in its Low Volume Interface (LVI) solution to accommodate this transaction for retailers who were unable to deploy the schema upgrade at that time. As a result, retailers have incurred the cost of its implementation via participant fees and upfront implementation cost, with no benefits realised until now. Option 1a is the only mechanism that can add benefit to retailers and offset some of the industry-wide implementation cost that has already occurred.</p> <p>Currently, Origin Energy uses Notified Party in service orders where it's applicable, however we understand that majority of the networks do not take any action because it's not mandatory. This causes significant issues in the benefits realisation of this investment that was made in 2017. Please note that on Monday 8 May 2017, when IEC made the decision to not mandate Notified Party transaction in the Procedures, IEC agreed to revisit the requirement if there's evidence to show that the non-binding arrangements are resulting in inefficient outcomes for the market and end-consumers:</p>	<p>The IEC notes the respondent's support for Option 1a and the reasons behind it.</p> <p>The IEC also notes the reasons for not supporting Option 1b.</p>
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		<p>5. B2B Procedures – IEC recommendation to amend the B2B procedures</p> <p>The Committee approved the final B2B procedures amendments and agreed to make an IEC recommendation to AEMO to amend the B2B procedures, subject to the following changes:</p> <ul style="list-style-type: none"> • Notified parties: A key issue raised during the B2B procedure consultation is whether to place mandatory obligations on retailers to notify parties for all service order requests. The IEC noted that having a level of awareness of what other parties are doing in the supply chain may help minimise issues and efficient delivery of customer outcomes. The IEC also noted that there are avenues (i.e. through MSATS) to receive information to minimise inefficient visits to customer sites; and the decision to build the functionality into the system is a commercial one (based on retailer review of the workings of internal process and customer feedback). <p><i>IEC resolution:</i> the IEC resolved to make the obligation to notify parties for service orders a non-binding obligation. The IEC noted the e-hub will have this functionality and a number of distributors and retailers are building this functionality into their systems and processes. The IEC agreed to revisit the requirement, after 1 December 2017, if there is evidence to show that the non-binding arrangements are resulting in inefficient outcomes for the market and end-consumers.</p> <p>Option 1b:</p> <p>On the other hand, Option 1b would take us backwards and dissolve the ‘already-invested’ efforts back to zero. As such, Option 1b has neither been considered nor deployed in any of our workflows. It appears to be a manual workaround in absence of any foolproof industry-wide solution. Origin believes that option 1b does not require any industry consultation and while Origin strongly oppose option 1b as an industry-wide approach, it is up to the retailers to initiate the ‘two re-energisation service order model’ anytime they want (even today) – there are no restrictions in B2B Procedures that prevents this option to be used. Having said that, due to the redundant/fake transactions floating in the market with Option 1b, it does not align with NERO/NEO objectives and Origin strongly advocates for this option to be taken off the options list from the next draft report.</p>	
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Participant Name	Topic	Question	Comments	IEC response
			<p>Two service orders per re-energisation is not being considered by Origin Energy for a number of reasons:</p> <ul style="list-style-type: none"> - Currently about 25% of NECF sites have smart meters however as smart meters are being installed at an exponential rate, this option will become troublesome for all parties, including DBs and MPs to manage 'fake/redundant' transactions floating throughout the NEM, hence data integrity will be compromised. - Significant impact on AER and internal reporting requirements, as every party must change their reporting logic to identify the 'true' re-energisation/de-energisation source, not to forget the additional time required to run the queries with double the data, growing exponentially with increase in smart meters roll-out. - Origin Energy will be required to manage a 'Not Complete' for one or both of these. Transaction & exception volume will be impacted because every COMMS meter will have two re-energisations in almost every move-in situation. - Unnecessary complexities on Ancillary charges reconciliation processes at the Retailer's end. - Not manageable during 'contingency' process mode, where each service order is sent via an email. - Significant change to Origin Energy's existing re-energisation/de-energisation automated workflows, including customer self-serve (web-based) move-in/move-outs. <p>In summary, Option 1b is not a sustainable solution, especially with the incremental increase in Smart Meter deployment, and sending two separate re-energisations to each party (DB and contestable MP) makes it a non-viable approach. It would reflect the lack of non-cooperation by key industry bodies to work on an efficient solution.</p>	

PLUS ES	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>PLUS ES preferred solution is option 1a – Coincident logic checking to include NPN, for the following reasons:</p> <ul style="list-style-type: none"> • It provides the most robust and efficient process to mitigate a customer being left off supply • This option has been implemented by PLUS ES since Jun 2021 • No customer to date has been left off supply • Provides visibility of the De-en SO and associated responses to both the Recipient and the Notified Party. Option 1b only provides De-en visibility to the Recipient. • Delivers additional benefits beyond the scope of coincident SO logic checking for Remote De-energisation/Re-energisation SOs: <ul style="list-style-type: none"> ◦ MPs would also receive the De-en SO NPN to mitigate truck rolls for meter which are not communicating ◦ Providing a conduit to expand the use of the NPN beyond the scope of the Re-en/De-en SOs such as, supply works, temp isolations etc <p>Option 1b – PLUS ES does not share other participants views that this option provides the least impact, most efficient and greatest level of protection to the customer. Conversely, PLUS ES is of the opinion this option will provide the most complex (potentially increasing the resolution timeframe due to the complexities introduced), inequitable (placing the biggest share of the burden on one participant) and the most ongoing cost consuming option in the long term, due to the following:</p> <ul style="list-style-type: none"> • The Incoming Retailer will have to raise 2 Re-en SOs – effectively doubling the volume of transactions and causing ‘noise’ between participants. That is, both service providers will have to perform validations and coincident SO logic checking etc. • Due to the timing of the De-en SO and the Re-en SO being received – the customer can still be left off supply and the Retailer will not know about it until the customer informs them of the situation. • Due to Market system delays the incoming FRMP still does not have visibility as to which Service Provider de-energised the 	<p>The IEC notes the respondent's support for Option 1a and the reasons behind it.</p> <p>The IEC also notes the respondent's reasons for not supporting Option 1b.</p>
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Participant Name	Topic	Question	Comments	IEC response
			<p>customer, hence they could potentially be required to re-issue 2 Re-en SOs to rectify the customer's supply issue.</p> <ul style="list-style-type: none"> PLUS ES and other participants who have currently invested in the NPN option will have to incur additional costs to implement requirements for this option. <p>Realisation of NPN additional benefits, especially with respect to the NPN of De-en SO, would require Retailers to implement NPN (this would be in addition to the 2 Re-en SO implementation).</p>	

Red and Lumo	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>Red Energy and Lumo Energy (Red & Lumo) continue to strongly support option 1a as the preferable solution for the management of coincidental service orders - the use of single Notified Party (NP).</p> <p>There are already existing Procedures and processes to encompass Option 1a, in fact it has already been catered for.</p> <p>Enhancing this process to manage all coincidental re-en/de-en service orders is one of the scenarios envisaged during the creation of NPs and its extension is the logical next step. The use of this solution has also already been set an expectation by distributors who use the NP flag to manage customer enquiries of 'no power'.</p> <p>This solution clearly sets the responsibility of reliability and security of supply with the appropriate parties who have received the request for reenegotiation - the metering coordinator and distributor.</p> <p>This solution best aligns with the National Electricity Objective (NEO) and the B2B Objectives as it promotes efficient investment in, and efficient operation and use of, electricity services for the long term interests of consumers.</p> <p>Throughout the past two years of consultation, surveys and discussions at the B2B-WG, this solution has proven to be the most cost effective solution for retailers.</p> <p>Red & Lumo strongly oppose the notion that option 1b (two service orders) is a feasible option for managing coincidental service orders. This solution carries with it many risks and additional costs which in turn would likely deter retailers from offering a remote energisation service to its customers, as it is no longer an efficient and cost effective option when utilising two service orders.</p> <p>Having multiple requests in the market with different participants opens up a series of potential risks/issues, and additional costs:</p> <ul style="list-style-type: none"> • This would lead to redundant transactions being generated as retailers will be required to always send two re-en service orders. • Transaction and exception volume will be increase 	<p>The IEC notes the respondent's support for Option 1a and the reasons behind it.</p> <p>The IEC also notes the reasons for not supporting Option 1b.</p>
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Participant Name	Topic	Question	Comments	IEC response
			<ul style="list-style-type: none"> • As smart meters are being installed at an exponential rate, this option will become troublesome for all parties, including metering parties and distributors to manage 'redundant' transactions floating throughout the NEM, hence data integrity will become compromised. • Significant impact on AER and internal reporting requirements, as every party has to change their reporting logic to identify the 'true' re-en/de-en source, in addition to the extra time required to run the queries with double the data, growing exponentially with increase in smart meters roll-out. • Retailers required to manage a 'Not Complete' for one or both of these. Transaction and exception volume will be impacted because every COMMS meter will have two re-en and two de-en service orders every time. • Unnecessary complexities on Ancillary charges reconciliation processes at the retailers end. • Not manageable during 'contingency' process mode, where each service order is sent via an email. • Uncertainty of who to contact if the customer reports no power. • Inability to inform the customer as to which connection type will be followed - especially pertinent if undertaking remote services and the various steps to be met as part of our safety management plan will include having the customer present however not if the physical re-en takes place. 	

SA Power Networks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>SA Power Networks preferred option is 1b.</p> <p>Following considerable review of both options, we believe that option 1b is less likely to leave customers without supply and is the better solution option for customers.</p> <p>We believe the 2 options should be viewed the following way –</p> <ul style="list-style-type: none"> • Option 1a - the customer needing to do additional work to make life easy for industry. • Option 1b - the industry doing as much work as possible to make life easy for the customer. <p>During significant industry debate regarding the commencement of Remote Disconnection and Reconnection services, protecting the customer from being left without supply was agreed by all market segments as the key issue and driver for considering changes to current B2B Procedures.</p> <p>We acknowledge that both options do not fully resolve this issue, however, our assessment is that the gaps that remain in option 1a are larger than 1b.</p> <p>If option 1a was chosen to proceed, the available process to resolve the gap (where disconnection can still occur due to the timing of receiving and processing the Notified Party Transaction) will result in confusion, given it requires customers to identify that they have no supply (after following a process to engage with their chosen Retailer to request supply) and requires the customer to determine how and where they go to resolve this issue.</p> <p>SA Power Network have no doubt that this customer confusion will result in a significant increase in interactions that we will receive from customers and retailers, it will increase our complaint management activities and ultimately result in customer (and their advocates) frustration with the industry where excessive delays are experienced by customers when trying to resolve why they are without supply.</p> <p>The industry experienced the outcomes of process confusion related to connection work at the commencement of Metering Contestability and we wish to make the IEC aware that a decision to proceed with option 1a has the likelihood of a similar outcome.</p>	The IEC notes the respondent's preference for Option 1b and the reasons behind it.
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Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>Option 1b.</p> <p>TasNetworks considers that option 1b provides for a more traditional way for management of service order requests without having to incorporate the management of Notified Party transactions. Option 1b will still meet the objective of minimising customers being left off supply as a result of coincident service order requests.</p>	The IEC notes the respondent's support for Option 1b.
Telstra Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>Telstra Energy is of the view that the best solution for dealing with the issues addressed in this consultation is to ensure that all participants have access to timely and accurate information relating to the status of customer supply.</p> <p>The consultation options do not truly address this issue as both the B2B notifications and MSATS status information cannot be relied upon to ensure appropriate customer outcomes are achieved.</p> <p>Our preference is not for the establishment of an enhanced B2B process but that the MSDR Programme of work leads to a solution whereby accurate MSATS data is made available on time basis. Providing an additional means of receiving NMI and Meter Status data, which like MSATS, is neither ensured to be accurate nor timely is not a real solution.</p> <p>Within the above noted constraints, if the industry determines there is a need to implement an interim B2B Process, our preference is Option 1a. This preference is based on:</p> <ul style="list-style-type: none"> • continued cooincident service order management performed by service providers (either formally as per B2B Service Order Procedure or via interim processes currently implemented by MC's/MPB's) • miminal impact to Energy Retail systems and business processes 	The IEC notes the respondent's preference for Option 1a as an interim B2B process.

Participant Name	Topic	Question	Comments	IEC response
United Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	United Energy preference is for Option 1a as this option provides greater visibility of both de-energisation and re-energisation requests. As the distributor and meter provider will have visibility of the de-energisation request, this should lead to efficiencies in the re-energisation process as both parties will have visibility as to how a site has been de-energised.	The IEC notes the respondent's preference for Option 1a and the reasons behind it.
Vector Metering	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 1: What is your preferred solution, Option 1a or Option 1b, and why?	<p>1a is our preferred option.</p> <ul style="list-style-type: none"> • It maintains the current paradigm where coincident SO's are managed by service providers, not the retailers. Option 1B changes this by placing the onus on retailers. • It is the lowest cost approach. Only a few MP's and a few DNSP's need to make changes to include NPX into coincident SO logic. Option 1B requires all retailers (x 35) to change their systems to manage multiple SOR and SO responses. • From a retailer perspective they will have a similar process across all jurisdictions where remote services are permitted i.e. only one SOR, whereas Option 1B will require different processes in different jurisdictions i.e. NSW v Vic. 	The IEC notes the respondent's preference for Option 1a.

Participant Name	Topic	Question	Comments	IEC response
AGL	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	AGL has already implemented Notified Parties within its system, so no additional costs.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Alinta	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	Alinta Energy has already built to Option 1a.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausgrid	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	Yes, Ausgrid has already built option 1a and is currently using it to manage coincident SO for the customer switching changes implemented in October 2021. If option 1b is selected Ausgrid will need to build for this solution. We would also have to unbundle the NPN logic we have already built.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausnet	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>AusNet has not implemented the Option 1a notified service order checking logic for those rare few service orders sent to remotely enabled type 4 meters (without CTs). Also we manage service orders with different staff to our call centres and the system changes to present notified party service orders would be expensive. We have not implemented these changes. The incremental cost for implementing both changes would not be financially justified by customer benefits and wasted truck savings.</p> <p>Option 1b has no implementation costs for AusNet. Also all co-incident service order logic to identify pairs of re-energisation and de-energisations by different retailers has already been built.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>Have you already implemented one of the proposed options?</p> <p>With regards to option 1a, our current system does not have the proposed logic. Currently we use the Notified Party as per the procedure, which states that 'Notifications in the form of a NotifiedParty transaction, are for information purposes only; no action is required of the Notified Party apart from acknowledging the transaction.' (clause 2.3.b of B2B Service Order Procedure). We built our system for the primary use case that the Notify Party was introduced for, which is for the retailer to notify the DNSP when a remote disconnection was done so that the DNSP can better manage 'no supply' calls from customers.</p> <p>With regards to option 1b, our current system partially supports option 1b. We already have the logic to not undertake a field visit where we reasonably believe the site will remain energised. However, we will need to update our system to perform a field visit for the subtype of 'Physical Visit'. What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.</p> <p>For option 1a the changes to our system and processes would be costly and complex as it will require updating 3 of our core systems and interfaces and having to regression test an already complex part of the system. For option 1b the changes to our system is simpler and therefore less costly.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Energy Queensland	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>Within Energy Queensland, entities have commenced preliminary scoping works around the development of a solution using NP logic but have not as yet implemented any system or process changes to adopt this solution. Costs to fully develop and implement a NP solution are believed to be minor and works required could be aligned with current system works to minimise business impacts and costs. Additional work will be required to allow potential actual costs to implement this solution to be determined.</p> <p>Energy Queensland entities have not undertaken any exploratory works around the implementation of a Two Service Order (SO) solution and therefore do not have any indicative costing details available. As a Two SO approach has not been considered/used previously, work to understand and develop this solution would be greater than adapting changes to the existing NP processes.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Essential Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>Have you already implemented one of the proposed options?</p> <p>With regards to option 1a, our market system has been developed to accept and consume the notified party transactions. We use these in a variety of other processes and enquiries including our outage management processes to identify where a customer is off supply and may have been remotely disconnected.</p> <p>With regards to option 1b, our market system partially supports option 1b. We already have the logic to not undertake a field visit where we reasonably believe the site will remain energised.</p> <p>What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.</p> <p>It's not possible to obtain an accurate assessment of costs without considerable upfront investment and business requirements. We can however state that both options would require minor system changes and neither option is materially more costly than the other for us.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Evoenergy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	No	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Intellihub	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	We have partially implemented Option 1a.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Jemena	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	Jemena's system already processes notified party transactions.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Origin Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>Option 1a</p> <p>Origin Energy implemented new schema that consists of 'Notified Party' based changes, as a part of Power of Choice December 2017 go-live. Since then, Origin has been using it for a number of Service Orders (including 'Large' customer transactions), however considering it's an optional functionality, It already exists in a number of other processes, including (not limited to), the Meter Exchange Service Orders where a contestable MP and Distributor coordination is required for a meter exchange/upgrade.</p> <p>On the other hand, implementing Option 1b would require change our automated workflows across all of platforms, change our web-based functionality, provide complex training, and update process documentation to manage tens of thousands of exceptions due to the 'fake' transactions supported under this option. Assuming the number of smart meters would increase 5-10% year-on-year, the number of 'double re-energisations' under Option 1b would also exponentially increase and so would be our exception rate (because at least one of these re-energisations will return a 'Not Complete' response). Hence implementing Option 1b would be a lot more expensive from OPEX cost perspective, and not just a once-off implementation cost.</p>	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
PLUS ES	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>Option 1a: PLUS ES has implemented proposed option 1a.</p> <p>Option 1b: PLUS ES has provided a cost 'commercial in confidence'. The incremental costs include the following scope:</p> <ul style="list-style-type: none"> • Impact assessment and requirements analysis • Build and implementation of B2B procedural obligations for Re-en SO • Implementation of additional requirements to mitigate the customer being off supply 	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
Red and Lumo	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	<p>Red & Lumo identified that NP would be useful to provide transparency to all parties, and implemented it during the metering contestability changes. Having already implemented NPs, option 1a too has been in operation for some time now. Its benefit was further reinforced after the introduction of the faster switching changes, where some distributors requested all retailers notify them using the NP field of any remote connection or disconnection service orders, which we already do.</p> <p>The introduction of the NP changes were not complex and were bundled as part of metering contestability. The costs were a one off cost, with minimal ongoing operational costs.</p> <p>However, option 1b carries with it not only IT implementation costs but also ongoing additional operational costs – as highlighted in question 1 above.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
SA Power Networks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	SA Power Networks has not implemented either of the proposed options, however, option 1b is closer to current service order management practices and requires less modification compared to 1a – both options are complex and require significant system change investment. The following cost estimates are provided for AEMO and IEC consumption only (we request that they are not shared publicly or with other participants)	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	No, TasNetworks has not implemented either of the proposed options, noting that Remote Re-en and De-en services are not currently undertaken in Tasmania. TasNetworks does not have an indicative cost to deliver each of the proposed options, however, it expects that any costs required for option 1b would be far less than that required for 1a.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Telstra Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	Telstra Energy are in the process of implementing a solution to utilise Option 1a.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Vector Metering	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.	Yes we have already implemented 1A - Existing Coincident SO logic will apply. No requirement for MP to consider NPX.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
AGL	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	As stated above, AGL believes that Option 1a (Notified Parties) provides the better service as it provides notice of other disconnections, not just re-energisations.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Alinta	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	Alinta Energy believes Option 1a provides better protection and greater visibility to all participants associated with the NMI.	The IEC notes the respondent's support for Option 1a.

Participant Name	Topic	Question	Comments	IEC response
Ausgrid	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	Timing issues are a problem for both solutions, but Ausgrid's experience with the 1a notified party option has been good since its October 2021 implementation to deal with customer switching issues.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausnet	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	Option 1b provides 100% coverage of as we know if we have pulled the fuse or not and always update our systems with that information. The coincident service order logic is already in effect and is working robustly. Option 1a would require additional training of DNSP call centre staff who already required to know an extensive set of information including major storm response advice, planned outages, landholders enquires regarding our access to their property, and metering. It is unlikely that they will reliably and correctly check the notified party service order. Therefore, option 1a is less than 100% effective.	The IEC notes the respondent's comment that option 1b provides 100% coverage and the impact option 1a would have on DNSP call centre staff.

Participant Name	Topic	Question	Comments	IEC response
CitiPower Powercor	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	The CitiPower Powercor process for coincidental orders is manual, where all instances of coincidental service orders are reviewed and a decision is made about how each is to be actioned. This leads to good customer outcomes as service orders are actioned in a considered manner.	The IEC notes the respondent's comment.

Endeavour Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	<p>Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers?</p> <p>Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?</p>	<p>These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers?</p> <p>We believe that option 1b fully meets the objective of protecting against customers being left off supply whereas option 1a only partially meets this objective.</p> <p>We note the acknowledgement in the issues paper that by design option 1a does not fully meet the objective of protecting against customers being left off supply and that "...the customer will be required to contact their new Retailer to inform the Retailer that the customer is without supply. Subsequently, the new Retailer will raise a SO for reconnection." Of concern, to address the gap in option 1a it is proposed that:</p> <ul style="list-style-type: none"> • The customer contacts the retailer about having no supply, which would not be a positive customer experience • The retailer raises a service order, which is what is proposed in option 1b and therefore by design option 1b does not have this issue <p>The issues paper did not describe the scenario when option 1b would not fully meet the objective of protecting against customers being left off supply. However, in discussion with other participants we understand that it could be due to two possible reasons. The first is non-compliance, that is a participant may not have systems and processes in place that is compliant with their obligations and this can result in a customer being left off supply. The second is an existing B2B Procedure issue, that is a participant have systems and processes in place that is compliant with the B2B Procedure but due to ambiguities in the B2B Procedure there are scenarios where customers are being left off supply. If a participant is non-compliant then we do not believe that this should be conflated with the design of an option and this would be better addressed by reaching out to that individual participant. If the current B2B Procedure is ambiguous then this should also not be conflated with the design of an option, but instead we should take this opportunity to remove this ambiguity or consider this via a separate ICF. Either way, we encourage the participant who raised this concern to provide more detail of the issue so that the root cause can be identified and rectified. Without this additional information, it is our</p>	The IEC notes the respondent's comment that option 1b meets the objective of protecting against customers being left off supply and the argument why option 1a does not fully meet the objective.
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Participant Name	Topic	Question	Comments	IEC response
			<p>understanding option 1b by design fully meets the objective of protecting against customers being left off supply.</p> <p>Therefore, we believe that option 1b provides better protection to customers.</p> <p>To what extent do you believe that your chosen option better protects customers?</p> <p>We believe that option 1b fully meets the objective of protecting against customers being left off supply because a service order is used as opposed to a notified party transaction.</p> <p>A service order is an instruction to a service provider to undertake an action, whereas a notified party transaction is only information about instructions sent to another service provider. The notified party transaction can be used to cancel any disconnection if the disconnection has not started but it cannot be used to perform the reconnection if the disconnection has already started. However, a service order can be used to cancel any disconnection if the disconnection has not started and it can be used to perform the reconnection if the disconnection has already started. Due to this distinct difference, we believe that option 1b provides better protection to customers.</p>	

Participant Name	Topic	Question	Comments	IEC response
Energy Queensland	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	Energy Queensland believes Option 1a will provide the better protection to customers. Under Option 1a Re-energise(Re-en)/De-energise (De-en) requests and NP transactions will be sent to/received by parties (Local Network Service Providers (LNSP) and Metering Coordinator (MC)/Metering Providers (MP)) at the same time, as the NP transaction is generated and sent at the same time as the Re-en/De-en SO. Under Option 1b where two separate SOs will be generated there may be the potential for delays in timing between generation (and receipt) of the individual transactions. We feel the greatest risk to a customer being left off-supply is due to a potential delay between participants becoming aware of the Re-en/De-en requests and the resulting delays in actioning the requests. Whilst the difference in effectiveness of the two options proposed is believed to be minor our belief is that Option 1a will give the greater customer protections.	The IEC notes the respondent's comment and preference for Option 1a.

Participant Name	Topic	Question	Comments	IEC response
Essential Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	<p>These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers?</p> <p>Our view is that for managing Coincident service orders both Option 1a and Option 1b are equally effective at ensuring open service orders are managed effectively.</p> <p>We believe that option 1b can also protect customers against customers being left off supply where a Remote disconnection service order has already been complete and the re-energisation is only sent to the DNSP.</p> <p>To what extent do you believe that your chosen option better protects customers?</p> <p>Our view is that Option 1a provides all the information required to manage open service orders between Retailers, Networks and Meter Providers. We also believe that requiring a retailer to send service orders to two parties is inefficient and unusual to knowingly send a service order request to a party that needn't be involved.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Evoenergy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	1a and it would appear parts 1b, but neither fully protects the customer whilst there are so many variables.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Intellihub	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	Option 1a, which is our preferred option, provides clear visibility of the requests and actions taken by other participants. MPs can proactively advise the incoming retailers as soon as they identify a service order to de-energise a site being requested to the LNSP minimising disruptions to energy supply.	The IEC notes the respondent's comment and preference for Option 1a.

Participant Name	Topic	Question	Comments	IEC response
Jemena	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	Jemena's solution is automated to an extent based on the scenarios/timings of the re-en service order being received. Those de-en transactions which has not been issued to the field when re-en service order is received, will be automatically closed – not complete. De-en transactions which have been issued to the field at the time of the receipt of the re-en servie order will be managed manually and a decision made on closure/completion of the de-en. Jemena considers this to be the more holistic solution which will lead to the better customer experience.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Origin Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	<p>Origin Energy understands that these options should be evaluated from a 'preventative' measure perspective and not to be mixed with the 'corrective' measure, as corrections can/are performed on a case-by-case basis.</p> <p>From a preventative measure perspective, Origin Energy doesn't believe there's any difference in these two options. Moreover, since physical de-energisations require a minimum of 3 days cut-off (DB specific), the likelihood of its withdrawal is quite high as it stays in-flight for a number of days before execution.</p> <p>Additionally, we believe that by extending the current coincident validations to include 'Notified Party', it will provide better coverage as opposed to service orders alone.</p>	The IEC notes the respondent's comments.

PLUS ES	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	<p>Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?</p>	<p>With both options, current Market system functionalities and timing of the SOs introduce a very small likelihood that a customer may be left off supply. In these scenarios, the incoming FRMP will not know about the de-energisation until the customer contacts them.</p> <p>Option 1a delivers the better customer protection.</p> <p>Using NPN means that De-en and Re-en SO visibility is enabled for both the DNSP and the MP (one as an actor of the SO and the other as a Notified Party) – using coincident SO logic checking significantly reduces the initial instances of a customer being de-energised within a coincident SO 5 bus day window.</p> <p>PLUS ES has deployed coincident SO logic checking for both NPN and SO and have been using it since June 2021. PLUS ES has not had any instances of a customer been left off supply, where:</p> <ul style="list-style-type: none"> • A Retailer has included NPN for both energisation SOs and • Both PLUS ES and the LNSP have deployed NPN SO logic checking. <p>Additionally, sending a Re-en SO to one participant simplifies the Retailer's process to quickly resolve a customer being left off supply, by a process of elimination.</p> <p>Option 1b:</p> <p>PLUS ES does not share other participants views that this option provides the least impact, most efficient and greatest level of protection to the customer. Conversely, PLUS ES is of the opinion the proposed will provide the most complex option potentially increasing the resolution timeframe of de-energised customers due to the complexities introduced. As only one party has visibility to the De-en SO, we do not believe it provides the robust preventative measures the NPN option provides.:.</p> <ul style="list-style-type: none"> • The Incoming Retailer will have to raise 2 Re-en SOs – effectively doubling the volume of transactions and causing 'noise' between participants. That is, both service providers will have to perform validations and coincident SO logic checking etc. • Due to the timing of the De-en SO and the Re-en SO being received – the customer can still be left off supply and the Retailer 	The IEC notes the respondent's comments about why option 1a provides better customer protection and option 1b does not.
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Participant Name	Topic	Question	Comments	IEC response
			<p>will not know about it until the customer informs them of the situation.</p> <p>Due to Market system delays the incoming FRMP still does not have visibility as to which Service Provider de-energised the customer, hence they still require to re-issue 2 Re-en SOs to rectify the issue.</p>	
Red and Lumo	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	<p>Red & Lumo understand that neither solution will provide 100% coverage and is therefore not 100% full proof on its own.</p> <p>However, option 1a provides better protection for customers and is less likely to see any failed requests. Option 1a clearly indicates who the incoming retailer expects to complete the request for re-en - whether it be the metering party or the distributor. With responsibility sitting with the one provider, this ensures that the one single party is aware of their responsibility to provide electricity to the customer - as happens today. Should the incoming retailer receive a 'not complete' for their request, the retailer can take immediate action by engaging with the one single responsible party to understand the root cause of the order not having been completed. Again, this aligns with existing procedures and processes, and does not increase the risk of customers going without power.</p> <p>As has been indicated in question 1, option 1b will see an increase in requests raised in the market, with 50% of these expected to not complete as only one provider should complete the request for re-en - thus also seeing an increase in the management of exceptions. This alone will add pressure on retailers being able to proactively identify any sites which may not have been connected as expected, relying primarily on the customer informing us of no power after the fact. This is far from an optimal solution or experience for the customer.</p>	The IEC notes the respondent's comments about why option 1a provides better customer protection and option 1b does not.

Participant Name	Topic	Question	Comments	IEC response
SA Power Networks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	As stated in SA Power Networks response to Q1, we have no doubt that option 1b provides the best protections for customers. We do not believe that option 1a provides adequate customer protections and should not proceed as the chosen option.	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	TasNetworks believes option 1b provides better protections for the customer as there is no confusion about what action needs to be taken. For a remote service capable meter, if both parties receive a re-en service request, then the party which performed the de-en has an immediate request to re-en supply and cancel any de-en request if not yet performed.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Telstra Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	<p>Telstra Energy regard both options as providing equal coverage and protection for customers supply, with both carrying the same risks for that supply.</p> <p>Telstra Energy note as there are less steps involved in Option 1a, there is a potentially less time involved in reinstating a customers supply in the scenario whereby a customer is off supply due to process timing of Re-Energisation SO's and NP transactions.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
United Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	The United Energy process for coincidental orders is manual, where all instances of coincidental service orders are reviewed and a decision is made about how each is to be actioned. This leads to good customer outcomes as service orders are actioned in a considered manner.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Vector Metering	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?	<p>From a coincident SO perspective – where two inflight SOR are active and need to be managed, option 1A and option 1B provide the same protection.</p> <p>Option 1b has the added advantage over option 1a of better managing the scenario where the Physical DEEN SO has <i>just been completed</i> before the REEN has arrived (this is not a coincident SO scenario). Option 1b gives the DNSP's the SOR request to reverse the DEEN. Option 1a does not provide this protection and would require the retailer to be made aware that the customer remains disconnected and take appropriate action (issue a SOR to the DNSP).However, once remote services are taken up by all retailers it is expected that the opportunity for this scenario to occur is very limited. Discussions with retailers related to this scenario have concluded that while 1b offers better protection in this specific scenario the risk is acceptable.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
AGL	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	The extent of the customer impact would be the same. Since the de-en has already occurred, the distributor will have to revisit the site to perform a re-en. However, there is no guarantee that they will do this instantly. They might need to do it later in the day/evening AH or even the next day (depending on the location). If this is the case, the Retailer would have an issued a same day re-en regardless. Unless the network guarantees instant/quicker re-en responses, where they already have a re-en service order, the two SO solution will have the same impact to the customer.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Alinta	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	This is difficult to determine. Each circumstance would be different. There are too many variables to consider. Distance the customer is from the next available metering or network resource, weather conditions at the time, participants system availability at the time, just to name a few.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausgrid	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	If a site has been remotely de-energised and the incoming retailer does not have the ability to remotely re-energise the customer, this will cause a negative impact for the customers and limit the choice of retailer they may elect to engage a retail contract with. If a site has been correctly remotely de-energised, Ausgrid does not send a technician to site to bypass the meter, Ausgrid will refer the customer back to their retailer.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausnet	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	As discussed above, option 1b is 100% effective and option 1a is not 100%. Given volumes of non CT connected Type 4 meters are very small in Vic, the aggregate impact to customers is very small, hence the business case for making option 1a system changes would not be justified. If an issue with option 1a occurred the customer may be de-energised for 1 more day, until the customer calls us or the retailer to initiate the manual service order.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
CitiPower Powercor	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	See response to 2.1.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>What is the extent of the customer impact for each of the proposed solution?</p> <p>For option 1a, the proposed design is for the customer to contact their retailer when they become aware that they have no supply. The retailer is then to raise a reconnection service order to the appropriate service provider and the service provider is to action the reconnection request. This means from a customer perspective they will have the inconvenience of having to contact their retailer and wait for the reconnection to be actioned. During this time the customer will not have power to their premises and therefore will not have lighting or be able to use any equipment that requires power eg air conditioner, fridge, microwave, electric oven, electric hot water etc.</p> <p>For option 1b, as highlighted above we believe that by design this option fully meets the objective of protecting against customers being left off supply and therefore customers will have supply on their nominated date. This means from a customer perspective there is no impact.</p> <p>How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?</p> <p>For option 1a, depending on when the customer contacts their retailer and when the retailer raises the reconnection service order the impact is likely to be hours and if the reconnection service order was raised after working hours then it could be the next day, noting that after hours reconnection is available as a service (with a higher fee) for urgent reconnection requests.</p> <p>For option 1b, as highlighted above we believe that by design this option fully meets the objective of protecting against customers being left off supply and therefore customers will have supply on their nominated date. This means from a customer perspective there is no impact.</p>	The IEC notes the respondent's comment about impact of each option on the customer.

Participant Name	Topic	Question	Comments	IEC response
Energy Queensland	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	Energy Queensland is unable to provide any insights to this scenario.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Essential Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>What is the extent of the customer impact for each of the proposed solution?</p> <p>Option 1a with all parties having notified party transactions they should have enough information to determine what needs to happen if the management of coincident service orders happens to result in a customer being off supply. This should be the exception rather than the rule and participants should act in good faith to get customers on supply in these instances.</p> <p>Option 1b reduces the likelihood of customers being off supply but it could also result in wasted visits and confusion in responsibility for the re-en.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Evoenergy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	Mostly same day	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Intellihub	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	Option 1b could create a more convoluted process for incoming retailers to determine which provider should take action to rectify the off supply scenario and therefore extend the turnaround time to provide a solution.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Jemena	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	See response above (question 3).	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Origin Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>Origin Energy's view is that the extent of impact would be identical from customer's perspective, if a de-energisation has already occurred, as this would mean that neither of these options were able to 'prevent' a de-energisation from occurring and hence the reversal of de-energisation needs to be performed.</p> <p>Origin notes that this issue occurs in the current world too, and there is no clear evidence that despite a re-energisation service order sitting with the DB, it is performed instantaneously, as it requires another revisit to the property that may occur later in the day. One of the examples is re-energisation after DNP, where a service order is issued to re-energise after DNP (for the same day), however the re-energisation doesn't occur instantaneously, it is usually performed as an after-hours activity. Hence unless DBs can provide assurance and agree to include the re-energisation execution timeframes in the B2B Procedures it would remain a subjective evaluation whether one option is better than the other in terms of reversing the de-energisation. For Option 1a, by the time DB's field crew is prepared to revisit and execute the job, Origin would've (hypothetically) already sent a new re-energisation, and hence the impact to customer in both instances is exactly the same. This question serves no value in measuring effectiveness of a preventative solution.</p>	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
PLUS ES	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>PLUS ES can have a remote enabled meter remotely re-energised within 10 mins of receipt of the Re-en SO or scheduled date and/or time, when:</p> <ul style="list-style-type: none"> • PLUS ES has de-energised the meter • Telecommunications is available to the meter at the time • B2B SO has been completed correctly (as per Retailer's agreed processes) <p>Additionally, the overall timeframe to rectify a customer's supply situation has several dependencies which will impact the resolution timeframe accordingly:</p> <ul style="list-style-type: none"> • The incoming Retailer's awareness that the customer is off supply – most likely the customer contacts the Retailer • The Retailer identifying which party needs to re-energise the customer and via which mechanism – meter vs fuse • The resolution of the customer's supply off – local site visit vs remote activity <p>The operational hours vs the time the B2B SO was received by the Service Provider i.e. today vs tomorrow activity etc</p>	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
Red and Lumo	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>As per our response to question 3 above, option 1a aligns with existing procedures and processes. Any failed/not complete re-en service orders can be managed by retailers as soon as they are received.</p> <p>Option 1b will see not only a double up in re-en service orders raised, but also 50% of these service orders coming back as not complete. Compared to today's numbers, this means that 100% of orders raised will need to be investigated to ensure that none are a 'valid' failure to connect the customer's supply. This additional requirement to investigate will likely delay the time retailers can accurately proactively capture failed requests leading to no supply, increasing the time retailers can take corrective steps to have the customers power connected.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
SA Power Networks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>Providing an accurate response to this question is difficult because there are several scenarios and factors that are likely to impact on the timeframe. SA Power Networks view is that option 1a has the most potential (given the concerns raised in Q1) to result in customers being left off supply and that it would be less likely to occur in option 1b (however, still possible).</p> <p>SA Power Networks would hope that issues could be resolved quickly, however, a customer being off supply for greater than 1 day could be possible. This timeframe would be dependent on the time of day the issue of no supply is discovered by the customer and the effectiveness of the Retailer's resolution processes. Delays of this nature are not acceptable or meet customer expectations.</p>	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	TasNetworks anticipates that a customer could be left without supply for a longer period under option 1a. If a re-en service order request is received by both parties, as per 1b, then immediate steps can be taken to arrange for re-energisation by the disconnecting party rather than the initiator having to process a Notified Party Response before initiating a re-en request.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Telstra Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	Telstra Energy remains concerned that the proposed solutions retain the risk that customers will be unnecessarily off supply. But otherwise, refer to Telstra Energy response to Question 3.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
United Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	See response to 2.1.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Vector Metering	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>Where a physical DEEN has just been completed and the customer is off supply</p> <ul style="list-style-type: none"> under option 1a the customer would need to alert the retailer that power has not been energised as requested and the retailer would need to raise a SOR to the DNSP, and the DNSP would need to roll a truck to re-energise. If the DNSP provides a 'SAME day' service then the customer will be reconnected that day, otherwise it will be within the SLA required under the Rules and procedures. Under option 1b the DNSP would be immediately aware it had just deenergised the site and needed to reattend. If the DNSP provides a 'Same day' service then the customer will be reconnected that day, otherwise it will be within the SLA required under the Rules and procedures. <p>Under either options the duration of interruption will be approximately the same depending on the actions of the DNSP.</p>	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
AGL	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	Option 1a (Notified Party) – no implementation issues Option 1b (Two SO) – substantially more complex and relies on network consistency to properly work, otherwise each transaction will have substantial manual handling overhead.	The IEC notes the respondent's comment.
Alinta	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	At this point in time no, but given the rate of change in industry at the moment and other initiatives earmarked for this same go live date, anything is possible.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausgrid	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	If 1a is selected Ausgrid will have no implementation issues. If option 1b is selected Ausgrid will need to build for this solution and unwind our current NPN logic. Ausgrid would ensure that either option would be ready for May 2023.	The IEC notes the respondent's comment.
Ausnet	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	AusNet would be able implement minimum compliance changes by May 2023. This may mean only addressing schema changes and not changing the secondary interfaces needed to make option 1a fully effective.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	We support a May 2023 effective start date	The IEC notes the respondent's support for the effective date.
Energy Queensland	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	No, Energy Queensland does not identify any substantial issues that would delay implementation.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Essential Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	We support a May 2023 effective start date	The IEC notes the respondent's support for the effective date.
Evoenergy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	May be significant change to processing logic so insufficient time for build and testing.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Intellihub	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	We don't anticipate any substantial issues.	The IEC notes the respondent's comment.
Jemena	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	Not known to Jemena.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Origin Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	This issue has been discussed for more than 18 months and Origin Energy has previously shared a number of examples with AEMO where lack of coordination between parties has resulted in customers being left off-supply. Hence Origin Energy recommends an 'as early as possible' approach to be considered by the IEC – May 2023 should be an absolute latest for Option 1a to be implemented.	The IEC notes the respondent's comments.
PLUS ES	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	PLUS ES does not see any internal issues in implementing either option by May 2023: <ul style="list-style-type: none"> • Already implemented Option1a • We would need to complete an impact analysis against our current business and system processes for Option 1b From an industry perspective there is always the potential risk that Industry Roadmap activities are delayed and that could potentially impact the May 2023 effective date.	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
Red and Lumo	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	<p>Should option 1a be adopted, the date of May 2023 or sooner would be acceptable. These discussions began over two years ago with this solution having already been identified early on as the most feasible and efficient option, and with many parties already using NP, we do not see any reason why May 2023 is not feasible.</p> <p>Red & Lumo do not support a date of May 2023 to implement option 1b. Option 1b will impact various teams & functions across both IT and operations over the next 12 months during a very busy period of regulatory changes (ie: AER's Better Bill Guideline, MSDR, B2B v3.7). Though the B2B procedures for 1b have been drafted, Red & Lumo will require time to build for this option as well as develop & roll out its own internal process documentation (see answers to questions 1 and 2). We expect a date in 2024 to be the earliest we would be able to implement option 1b, should this sub-optimal approach be selected.</p>	The IEC notes the respondent's comment.
SA Power Networks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	<p>SA Power Networks would see that May 2023 is the earliest possible timeframe that implementation could occur, given the current committed industry roadmap of changes and the significant work required to implement this current consultation package of work.</p> <p>However, SA Power Networks support of May 2023 is subject to the IEC ensuring that no further B2B changes are allowed to occur prior to or in addition to the work required resulting from this consultation.</p> <p>Adding any additional B2B changes would remove our support of this timeframe and likely result in needed a later effective date.</p>	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	Option 1a could take significantly more design, implementation and testing effort to undertake. Option 1b should be easier to implement with potentially minimal change to existing processing and business logic. Until it is more defined as to when remote services may begin in Tasmania, it is anticipated that TasNetworks will not undertake changes to cater for option 1a, should that be adopted.	The IEC notes the respondent's comment.
Telstra Energy	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	Provided Option 1a is implemented, Telstra Energy do not anticipate any reason not to meet a May 2023 implementation.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Vector Metering	2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	From Vector Meterings perspective option 1a has already been delivered and under option 1b there is nothing for the MPB to do. Therefore meeting May 2023 is not an issue.	The IEC notes the respondent's comment.
AGL	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	AGL supports the proposed changes to providing Shared fuse information from Retailers/MCs to DNSPs via an aseXML OWN. AGL notes that with increased cyber-security issues and hacking risks it is prudent to move industry transactions away from e-mail-based solutions and onto Market-Net. AGL believes that this is in line with new Commonwealth cyber security legislation. AGL Notes that the proposed format in the B2B Guide may not reflect what is currently in use by existing MCs and suggest that the guide be updated to allow the existing formats to be used before the aseXML format goes live.	The IEC notes the respondent's support for the proposed change.

Participant Name	Topic	Question	Comments	IEC response
Alinta	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes. Alinta Energy supports this proposal because it provides an audit trail of information sent to the networks.	The IEC notes the respondent's support for the change.
Ausgrid	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes, Ausgrid supports these changes.	The IEC notes the respondent's support for the proposed change.

Participant Name	Topic	Question	Comments	IEC response
Ausnet	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	No, AusNet's network has very few shared fuse situations would prefer receiving emails if the rare shared fuse were identified. Shared fuse arrangements are not consistent with our Service and Installation Rules and have not been allowed for 2 decades. Over our AMI metering installation program many shared fuse situations were removed.	The IEC notes that the respondent does not support the proposed change. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.
CitiPower Powercor	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	CitiPower Powercor does not support the proposed change as we typically receive 1-2 shared fuse related requests per year. This extremely low volume of requests does not justify building a new B2B transaction. We believe the current process, where the retailer emails the distributor should be enhanced, i.e. a standardised email template to be used.	The IEC notes that the respondent does not support the proposed change. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	We support a new Shared Fuse Notification using the aseXML OWN	The IEC notes the respondent's support for the proposed change.
Energy Queensland	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes, Energy Queensland supports these proposed changes.	The IEC notes the respondent's support for the change.

Participant Name	Topic	Question	Comments	IEC response
Essential Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes, we support the Shared fuse notification using the aseXML OWN.	The IEC notes the respondent's support for the proposed change.
Evoenergy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes	The IEC notes the respondent's support for the change.

Participant Name	Topic	Question	Comments	IEC response
Intellihub	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes, we are supportive of the Shared Fuse notification.	The IEC notes the respondent's support for the change.
Jemena	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Jemena does not support the proposed change. The volumes are expected to be low and can be managed via email. The proposed solution would be cost prohibitive.	The IEC notes that the respondent does not support the proposed change. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.

Participant Name	Topic	Question	Comments	IEC response
Origin Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes	The IEC notes the respondent's support for the proposed change.

PLUS ES	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	<p>Other –</p> <p>PLUS ES supports the requirement for an B2B OWN transaction to administer Shared fuse communications. This will allow for both the Recipient and Initiator of the B2B OWN transaction to build system logic to trigger/consume the data, providing process efficiencies such as, but not limited to, reduction in resourcing effort, human error handling, etc.</p> <p>PLUS ES does not support having the B2B OWN specific for Shared Fuse only communications. This would constrain the design to a one use case scenario.</p> <p>We propose that the scope and design of this transaction is expanded to a B2B OWN, which participants could utilise for future use cases without the requirement of undertaking the design, build and implementation of a brand new B2B OWN. To be utilised in a similar approach to the multi-purpose MFIN OWN. Especially, for use cases which require timely resolutions. This would also require renaming the B2B OWN transaction</p> <p>Currently email communications is the tool mostly used by participants to provide information to another participant, where B2B Transactions are not available to support the requirement. Recent industry discussions have identified a discernible theme with respect to email communications between participants:</p> <ul style="list-style-type: none"> • No visibility if the email has been received – no acknowledgements of email received and/or replies as to what action is or isn't being undertaken as per sender's information • Challenge of identifying the correct Recipient - Recipient's multi-use inboxes and the team required to action being aware of the received email. <p>Having the flexibility of using a 'utility' tool – (PLUS ES proposed B2B OWN) would deliver the following efficiencies:</p> <ul style="list-style-type: none"> • Visibility that the B2B OWN has been received • Traceability and auditability • Sent to the participant ID – removes the challenges of identifying the correct Recipient's email address 	<p>The IEC notes the respondent's comment.</p> <p>The IEC notes the respondent's suggestion, however does not support this change in scope and direction. The IEC requests that if the respondent considers there is still a requirement for a Generic Transaction that they raise a new ICF with information regarding use cases and likely volumes that support this proposed transaction for review and consideration by the B2B-WG.</p>
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Participant Name	Topic	Question	Comments	IEC response
			<ul style="list-style-type: none"> Triggering downstream processes, applicable to both the Initiator and the Recipient <p>Discussions in ERCF subgroups have identified additional B2B requirements to support this OWN to be more versatile rather than a single purpose transaction.</p>	
Red and Lumo	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	<p>Yes, Red & Lumo support the proposal to use One Way Notification for communication shared fused information.</p>	The IEC notes the respondent's support for the proposed change.

Participant Name	Topic	Question	Comments	IEC response
SA Power Networks	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Yes – SA Power Networks supports the proposed changes.	The IEC notes the respondent's support for the proposed change.
TasNetworks	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	Other. Whilst TasNetworks acknowledges the benefits of using an aseXML B2B protocol over the interim email solution, it would question whether the expense across the industry to implement a new OWN transaction is warranted. The interim email solution may suffice, particularly as participants need to develop processes to manage this for at least 12 months. Although the transaction may be of use in the short to medium term, as the value of Shared Isolation Point Flag becomes more widely known in MSATS, and reflective of the isolation state for the NMI, the use of the transaction will decline.	The IEC notes the respondent's comment. The IEC notes the respondent's concerns. The IEC also notes the concerns around the auditability of email notifications.

Participant Name	Topic	Question	Comments	IEC response
Telstra Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	<p>Other – The B2B OWN Procedure (2.1.2 (e)) allows, but does not mandate, the new B2B OWN to communicate Shared Fusing. Further, the B2B Guide (Section 7.3.6) provides for both Interim (email) and aseXML communication of shared fusing.</p> <p>Telstra Energy support communication of Shared Fusing via aseXML OWN for high volumes however, in the event a Retailer is required to communicate shared fusing to a DNSP (low volumes), Telstra Energy support continuation of interim (email) process.</p>	<p>The IEC notes the respondent's comment.</p> <p>The IEC notes the NER mandates sharing of the information and the B2B procedures deal with the mechanism by which this information is shared.</p> <p>The IEC notes that this information may also be transacted via the MSATS Low Volume Interface (LVI) browser.</p> <p>Fundamentally the procedures sets out the process which does not require an agreement between the initiator and the recipients. Initiators are always able to seek variation from the B2B procedures through agreements with the recipients.</p>

Participant Name	Topic	Question	Comments	IEC response
United Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	United Energy does not support the proposed change as we typically receive 1-2 shared fuse related requests per year. This extremely low volume of requests does not justify building a new B2B transaction. We believe the current process, where the retailer emails the distributor should be enhanced, i.e. a standardised email template to be used.	The IEC notes that the respondent does not support the proposed change. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.
Vector Metering	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of "Yes" / "No – provide reason" / "Other – provide reason")	We support using a AseXML as the primary method of communicating shared fuse status between a MP and the DNSP, however we believe there are less costly solutions by using existing transactions. The MFIN could be adapted, or including the shared fuse information in the NOMW transaction. Both these options will be cheaper for industry to implement than building a new transaction.	The IEC notes the respondent's support for the proposed change and also the comment about other options.

Participant Name	Topic	Question	Comments	IEC response
AGL	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	AGL would not expect to have any issues implementing the OWN solution.	The IEC notes the respondent's comment.
Alinta	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Alinta Energy would not have any issues adopting the changes on the proposed implementation date.	The IEC notes the respondent's support for the proposed implementation date.
Ausgrid	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Ausgrid does not see any current issues in meeting this date.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausnet	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Yes, would be able implement minimum compliance changes by May 2023.	The IEC notes the respondent's comment.
CitiPower Powercor	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	CitiPower Powercor does not support the proposed change as the cost to implement would far outweigh the extremely low number of requests received by our business.	The IEC notes that the respondent does not support the proposed change. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	We support a May 2023 effective start date	The IEC notes the respondent's support for the effective date.
Energy Queensland	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	No, Energy Queensland has not identified any issues with the proposed implementation date.	The IEC notes the respondent's comment.
Essential Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	We support a May 2023 effective start date	The IEC notes the respondent's support for the effective date.

Participant Name	Topic	Question	Comments	IEC response
Evoenergy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Yes, insufficient time for build and testing.	The IEC notes the respondent's comment and given that majority support May 2023 implementation date, this is the only window available to implement this change. The respondent may enter into bi-lateral agreement with initiators for suitable arrangements to notify shared fuse status.
Intellihub	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	We don't anticipate any impediment proviso there is enough notification between the final issue date including schema changes and the implementation date.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Jemena	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Jemena does not support the proposed change.	The IEC notes that the respondent does not support the proposed change. The IEC proposes to exclude Victorian DNSPs from this obligation at this time. This exclusion ends when metering contestability for small customers is introduced in Victoria.
Origin Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	No	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
PLUS ES	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	PLUS ES would not have any issues implementing the change by May 2023.	The IEC notes the respondent's comment.
Red and Lumo	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Red & Lumo support an implementation date of May 2023.	The IEC notes the respondent's support for the proposed implementation date
SA Power Networks	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	As per answer to Q5 – SA Power Networks would see that May 2023 is the earliest possible timeframe that implementation could occur, given the current committed industry roadmap of changes and the significant work required to implement this current consultation package of work. However, SA Power Networks support of May 2023 is subject to the IEC ensuring that no further B2B changes are allowed to occur prior to or in addition to the work required resulting from this consultation. Adding any additional B2B changes would remove our support of this timeframe.	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	Other than questioning the need and cost for the development of the transaction over the interim solution, TasNetworks would not have capacity to implement this change any earlier than May 2023 given the MSDR changes coming in November 2022 and then allowing for downtime during the start of Q1 2023.	The IEC notes the respondent's comment.
Telstra Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	The B2B OWN Procedure (2.1.2 (e)) allows, but does not mandate, the new B2B OWN to communicate Shared Fusing. Further, the B2B Guide (Section 7.3.6) provides for both Interim (email) and aseXML communication of shared fusing. On this basis, Telstra Energy do not anticipate any reason not to meet a May 2023 implementation.	The IEC notes the respondent's comment and refers to its response to Telstra Energy's comments to Question 6.
United Energy	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	United Energy does not support the proposed change as the cost to implement would far outweigh the extremely low number of requests received by our business.	The IEC notes that the respondent does not support the proposed change.

Participant Name	Topic	Question	Comments	IEC response
Vector Metering	2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	No.	The IEC notes the respondent's comment.
AGL	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	<p>AGL also notes the various consultations occurring in industry requiring some form of notification between participants.</p> <p>This may be a suitable opportunity to modify the format of the Shared Fuse transaction to make it more flexible and allow for further industry requirements without schema changes. This can be easily done by</p> <ol style="list-style-type: none"> 1. Changing the title of the OWN to make it generic – ie NMI Notification 2. Modify text around date 3. Modifying the 4th field name to become NMI Notification and extending the field size to say 20 enumerated characters 4. Modifying the enumerations and keeping them out of the Schema <p>Shared Fuse enumerations might become SFY, SFI, SFN</p>	<p>The IEC notes the respondent's suggestion, however does not support this change in scope and direction. The IEC requests that if the respondent considers there is still a requirement for a Generic Transaction that they raise a new ICF with information regarding use cases and likely volumes that support this proposed transaction for review and consideration by the B2B-WG.</p>

Participant Name	Topic	Question	Comments	IEC response
Alinta	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	Alinta Energy would like to state that if Option 1b becomes the market solution, we would not be able to deliver to the May 2023 timeline. More time would be required to deliver that solution.	The IEC notes the respondent's comment.

Participant Name	Topic	Question	Comments	IEC response
Ausgrid	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	No further comments.	

Participant Name	Topic	Question	Comments	IEC response
Ausnet	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	None	

Participant Name	Topic	Question	Comments	IEC response
CitiPower Powercor	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	CitiPower Powercor does not have any other feedback regarding this consultation.	

Participant Name	Topic	Question	Comments	IEC response
Endeavour Energy	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	We note that the issues paper suggests that the B2B Guide was updated to define the interim CSV and email process for communicating shared fuse information and that there will be a version 3.7.1 with an effective start date of 1 May 2022. However, version 3.7.1 was not published with this consultation. We suggest that a final version of 3.7.1 (with an effective start date of 1 May 2022) be published with the contents (and any changes due to feedback received during this consultation) of clause 6.7 of the 'B2B Guide v3.8' document.	The IEC notes the respondent's comment and notes that the details of interim process will be included in the draft report.

Participant Name	Topic	Question	Comments	IEC response
Energy Queensland	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	Energy Queensland provides no further comments.	

Participant Name	Topic	Question	Comments	IEC response
Essential Energy	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	Nil	

Participant Name	Topic	Question	Comments	IEC response
Evoenergy	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	<p>Is there any proposal for Retailers to limit Type 1-4 De-energisations for Non-pays as Remote only, initially at least? This would alleviate the personal safety risks and rising costs of attendance.</p> <p>What would also improve this process and stop needless site visits that get charged to the customer are;</p> <ol style="list-style-type: none"> 1. If the current Retailer has a move in, and they have not issued a Deenergisation, and NMI Status is A: <ol style="list-style-type: none"> (i) if Type 1-4 or 5 meter, No SORD required; (ii) if Type 6 meter, send a Special Read SORD, where the move-out read or last read is greater than 10 business days (B2B procedures allow 6 weeks). 2. If the current Retailer receives a COM CR1xxx, and they have issued a Deenergisation for today or greater date; send a Cancel SORD. (responsibility to cancel should not rest solely on LNSP or MP) <p>Point one could fit into 2.2. as new dot point (d) and/or as Guidance note 1.</p> <p>Point two could fit under B2B SORD 2.12.(c)(iv)</p>	The IEC notes the respondent's comment. The IEC cannot comment on behalf of the retailers about what their intentions are.

Participant Name	Topic	Question	Comments	IEC response
Intellihub	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	No further comments.	

Participant Name	Topic	Question	Comments	IEC response
Jemena	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	Jemena does not have any other comments/questions at this point of the consultation.	

Participant Name	Topic	Question	Comments	IEC response
PLUS ES	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	n/a	

Participant Name	Topic	Question	Comments	IEC response
Red and Lumo	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	We strongly support a decision being made on this item, to enable smooth delivery of energisation services in the market for consumers. Making this approach more difficult than it needs to be will detract from not only the provision of these services, but the expected benefits from the delivery of smart meters for customers.	The IEC notes the respondent's comments.

Participant Name	Topic	Question	Comments	IEC response
SA Power Networks	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	No further comments.	

Participant Name	Topic	Question	Comments	IEC response
TasNetworks	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	No.	

Participant Name	Topic	Question	Comments	IEC response
Telstra Energy	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	No	

Participant Name	Topic	Question	Comments	IEC response
United Energy	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	United Energy does not have any other feedback regarding this consultation.	

Participant Name	Topic	Question	Comments	IEC response
Vector Metering	2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	No.	

5.2 Service Order Process – Option 1a

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Energy Queensland			Energy Queensland provides no comment.	
SA Power Networks			SA Power Networks has no comments	
PLUS ES		2.1 Process Overview Table 3	<p>The additional proposed column 'Use of Notified Party' should be removed for the following reasons:</p> <ul style="list-style-type: none"> • The table is specifically for Service Order Types and Subtypes – the use of the Notified Party is not a Service Order or Service Order Type • The information is only replicating what is already identified in Table 13 – Transaction Data of Section 4.1 ServiceOrderRequest Transaction Data <p>Create additional administrative effort to align any changes across 2 separate tables in the same document; introduces a risk that future changes may result in a misalignment across both Tables.</p>	The IEC notes the respondent's comment and has removed the additional column in table deleted.
Evoenergy	2.1 Table 3 header	2.1 Table 3 header	<p>Use of Notified Party (either via SO transaction or via stand-alone notified party transaction)</p> <p>What exactly does this mean please? Is it allowing for bi-lateral communications? If for option 1a, should be reworded to avoid misinterpretation as this appears to include option 1b process.</p> <p>New heading:</p> <p>Use of Notified Party</p>	The IEC notes the respondent's comment and notes that the additional column in table has been deleted.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		2.16.2 Re-energisation	<p>PLUS ES recommends that this clause also captures the requirement for a NPN, for completeness.</p> <p>For example,</p> <p>The Retailer must raise a Notified Party transaction to the appropriate party, as per Section 2.3.1 (c).</p>	The IEC notes the respondent's comment and has amended the clause.
PLUS ES		2.16.3 De-energisation	<p>PLUS ES recommends that this clause also captures the requirement for a NPN, for completeness.</p> <p>For example,</p> <p>The Retailer must raise a Notified Party transaction to the appropriate party, as per Section 2.3.1 (c).</p>	The IEC notes the respondent's comment and has amended the clause.
PLUS ES		2.16.4	<p>In general, PLUS ES believes it would be simpler to say that multiple coincident SO logic, for De-en and Re-ens, apply to both SO and NPN received, instead of having a section of its own introducing a risk that something is missed.</p>	The IEC notes the respondent's comment and have determined that this clause adds value to industry and therefore should remain.
AGL	2.16.4(a)	2.16.4(a)	<p>The exclusion in this clause is only Victoria, and not non-remote meters. The clause also needs to exclude types 5 & 6 meters / Basic, MRIM, otherwise the obligation is raise a Notified Party transaction for a non-remote meter.</p>	The IEC notes the respondent's comment and has amended the clause.
Origin Energy	N/A, 2.17, 2.18(b)	2.16.4(b), 2.17, 2.18(b)	<p>As per technical delivery specifications clause 8.1(d), since "The notifications sent by the e-Hub will only be applicable for ServiceOrderRequests with the ActionType of 'New'. Cancellations (ActionType = 'Cancel') will not trigger notifications.", it is worth adding a general clause that the ServiceOrderRequests mentioned in these clauses are applicable to 'New' ServiceOrderRequests.</p>	The IEC notes the respondent's comment and has amended the clause 2.3(e).
AGL	2.16.4(c)	2.16.4(c)	<p>De-energisation should be replaced with re-energisation, given the statements following it.</p>	The IEC notes the respondent's comment and notes that the clause is correct as documented.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		2.16.4(d)	Remove the 's' from ServiceOrderRequest- singular.	The IEC notes the respondent's comment and agrees to amend the text as suggested.
Evoenergy	2.16.4.(f)	2.16.4(f)	Is this statement required as it appears to achieve nothing. Should it be a Guidance Note? Suggest deleting or moving to B2B Guide.	The IEC notes the respondent's comment and notes that it was included for clarity regarding what actions a recipient would/would not take.
Endeavour Energy		2.16.4(g)	<p>It should be made clear that since a service order cancellation does not trigger a notified party transaction it means that a disconnection raised by the FRMP may not be actioned because the service provider is unaware that the reconnection service order was cancelled. We suggest a new clause of 2.16.4.g be added as follow:</p> <p>Since a service order cancellation does not trigger a notified party transaction the Initiator of a De-energisation ServiceOrderRequest must not reject a ServiceOrderResponse with an ExceptionCode of "De-energisation Not Completed Due To A Re-energisation" when the Initiator is aware that the Re-energisation ServiceOrderRequest was cancelled</p>	The IEC notes the respondent's comment and has removed the clause 2.16.4(g).
AGL	2.3.1(a)	2.3.1(a)	<p>The procedure (1b) references type 5/6 meters; The 1a procedure references BASIC, MRIM or VICAMI.</p> <p>Suggest a consistent approach to exclusions be used.</p>	The IEC notes the respondent's comment and has amended the clause.
PLUS ES		2.3.1(a)	PLUS ES suggest replacing the words 'Clause 2.3.1' with 'This clause' for efficiency purposes, especially in instances where clause numbers may change.	The IEC notes the respondent's comments and has amended the relevant clause.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Evoenergy	2.3.1.	2.3.1(b)	<p>Throughout this document, it is De-energisation or Re-energisation when referring to SORDs, so why have you introduced new styles (e.g. De-Energisation, de-energisation)? Please standardise here where you refer to the SORD. Suggest;</p> <p>...Initiator of Re-[redacted] energisation and De-[redacted] energisation Service Orders...</p> <p>...are triggered [redacted] by the receipt of a Re-energisation or De-energisation.</p>	The IEC notes the respondent's comments and has amended the relevant clause.
PLUS ES		2.3.1(b)	<p>Section 2.16.4 only refers to De-en SO with Re-en NPN. PLUS ES suggests a review of the clause to:</p> <ul style="list-style-type: none"> • Reword/reference clauses as applicable or • Remove the clause reference 	The IEC notes the respondent's comments and has amended the relevant clause.
Endeavour Energy		2.3.1(c)	<p>We note that table 13 is making the notified party mandatory in the service order transaction when a Re-energisation or De-energisation service order is raised. For the avoidance of doubt, clause 2.3.1.c should also make this clear. We suggest that clause 2.3.1.c be updated to:</p> <p>The Initiator of a Service Order for re-energisation or de-energisation must include the following Notified Party within the Service Order:</p>	The IEC notes the respondent's comments and has amended the relevant clause.
Evoenergy	2.3.1.	2.3.1(c)	<p>Throughout this document, it is De-energisation or Re-energisation when referring to SORDs, so why have you introduced new styles (e.g. De-Energisation, de-energisation)? Please standardise here where you refer to the SORD. Suggest;</p> <p>The Initiator of a Re-energisation or De-energisation Service Order must raise a Notified Party transaction.</p>	The IEC notes the respondent's comments and agrees to amend the relevant clauses as suggested.

Participant Name	Old Clause No	New Clause No	Comments	IEC response																																																								
Evoenergy	2.6.	2.6(c)(ii)	References appear to be missing.	The IEC notes the respondent's comments and has restored the missing references.																																																								
PLUS ES		2.6(c)(ii)	Marked up version has created a typo in clause referencing.	The IEC notes the respondent's comments and has restored the missing references.																																																								
Vector Metering	4.3	4.3	<p>Vector Metering notes that the SO procedure table 16 in section 4.3 BusinessAcceptance/Rejection Transaction Data indicates a 'Rejection' event code for 'Site Already Energised' business event.</p> <table border="1"> <thead> <tr> <th>Business Document</th> <th>Business Signal</th> <th>Business Event</th> <th>Explanation Required</th> <th>Severity</th> <th>EventCode</th> <th>Relevant Procedure clause or Reference Notes</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>No Comms.</td> <td>No</td> <td>Error</td> <td>2009</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Unknown Connection Status.</td> <td>Yes</td> <td>Error</td> <td>2010</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Meter Not Retrieved.</td> <td>No</td> <td>Warning</td> <td>2011</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Site Already Energised.</td> <td>No</td> <td>Warning</td> <td>2012</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Shared Supply Point.</td> <td>Yes</td> <td>Error</td> <td>2013</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Tariff Change Not Approved.</td> <td>Yes</td> <td>Error</td> <td>2014</td> <td></td> </tr> <tr> <td>ServiceOrderResponse</td> <td>BusinessAcceptanceRequest</td> <td>ActualDateAndTime is after the date and time the ServiceOrderResponse was sent.</td> <td>No</td> <td>Error</td> <td>1921</td> <td></td> </tr> </tbody> </table> <p>This appears in contradiction to Section 2.16.2. Re-energisation which states</p> <p class="list-item-l1">(b) The Recipient must not reject a Re-energisation ServiceOrderRequest if the Site is already energised. The Recipient must return the appropriate ServiceOrderResponse and where possible provide a Meter Reading.</p> <p>This is confusing and could lead to disputes as to how respond to a Re-energisation SOR where the site is already energised. Suggest a note to be added to table 16 to clarify e.g. 'Used for Service Order sub types other than 'Re-energisation' CI 2.16.2.'</p>	Business Document	Business Signal	Business Event	Explanation Required	Severity	EventCode	Relevant Procedure clause or Reference Notes			No Comms.	No	Error	2009				Unknown Connection Status.	Yes	Error	2010				Meter Not Retrieved.	No	Warning	2011				Site Already Energised.	No	Warning	2012				Shared Supply Point.	Yes	Error	2013				Tariff Change Not Approved.	Yes	Error	2014		ServiceOrderResponse	BusinessAcceptanceRequest	ActualDateAndTime is after the date and time the ServiceOrderResponse was sent.	No	Error	1921		The IEC notes the respondent's comments and has amended the relevant clause.
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		Shared Supply Point.	Yes	Error	2013																																																							
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ServiceOrderResponse	BusinessAcceptanceRequest	ActualDateAndTime is after the date and time the ServiceOrderResponse was sent.	No	Error	1921																																																							

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		Table 13 _ transaction Data – Notified Party ID	The 'newly added words' in the definition could be summarised more concisely by rewording to: Refer to section 2.3.1 for managing notifications to Notified Parties.	The IEC notes the respondent's comments and has amended the relevant clauses.
Endeavour Energy		Table 3	We note that table 13 is making the notified party mandatory in the service order transaction when a Re-energisation or De-energisation service order is raised. However, the heading in the new column in table 13 says 'Use of Notified Party (either via SO transaction or via stand- alone notified party transaction)' which suggest an option on how to generate the notified party. To remove any confusion, we suggest that this be clarified and we suggest that the approach should always be via the service order so that the B2B E-hub can validate this and in the interest of protecting against customers being left off supply ensure that a notified party is specified when the service order is raised. Therefore we suggest that the heading in the new column say: Use of Notified Party via Service Order transaction	The IEC notes the respondent's comment and has removed the additional column from Table 3 as the information is provided in Table 13.

5.3 Service Order Process – Option 1b

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Ausgrid			<p>Ausgrid does not agree that a mandatory site visit is required by the DNSP where a site has been remotely de-energised. This clause should be reworded to MAY to suit each LNSP businesses current practices.</p> <p>[Guidance Note 1] Excluding Victoria, where the metering installation is not a Type 5 or Type 6 and the DNSP reasonably believes the site will remain energised on the scheduled date provided within the re-energisation service order, the DNSP must not undertake a field visit and must send a 'Not Completed' ServiceOrderResponse with the ExceptionCode indicating "Site already Energised" except where the re-energisation service order subtype is 'Physical Visit' then the DNSP may undertake a physical visit and return the appropriate ServiceOrderResponse.</p>	The IEC notes the respondent's comment. The B2B WG notes that this was introduced when both service providers indicate supply is on, but the customer advises supply is off. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Energy Queensland			Energy Queensland provides no comment.	
Origin Energy			No comments, however in general, Origin does not support Option 1b	
SA Power Networks			SA Power Networks has no comments	
AGL	2.16(d)(ii)	2.16(d)(ii)	<p>This procedure (1b) references type 5/6 meters; The 1a procedure references BASIC, MRIM or VICAMI.</p> <p>Suggest a consistent approach to exclusions be used.</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		2.16.2	<p>For clarity we suggest that it be made clearer that the ServiceOrderRequest to the DNSP and MPB is a re-energisation. In addition we believe that this clause incorrectly referenced re-energisation when it should be de-energisation. We suggest that this clause be updated to:</p> <p>Excluding Victoria, the Incoming Retailer must raise a re-energisation ServiceOrderRequest to both the DNSP and the MPB, where they are unclear which party performed or is in the process of performing the de-energisation for small customer contestable metering installations where remote service is allowed.</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
PLUS ES		2.16.2 Re-energisation	Given this option requires 2 Re-en SOs to be raised, the SO procedures do not provide additional details to clarify the implications of when Retailers receive rejections or NOT Complete, for one or both Re-en SOs and what actions they need to take.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	2.16.2(b)	2.16.2(b)	The exclusion in this clause is only Victoria, and not non-remote meters. The clause also needs to exclude types 5 & 6 meters / Basic, MRIM, otherwise the obligation is to send the MPB an SO for a type 5/6 meters outside Victoria.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	2.16.2(b)	2.16.2(b)	<p>Statement requires more clarity .</p> <p>'...DNSP and the MPB, where they are unclear <u>which party will be required to undertake the re-energisation or may have been issued an SO by the previous retailer to undertake a de-energisation</u> <u>where they are unclear which party performed or is in the process of performing the re-energisation</u> for a small.....'</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Evoenergy	2.16.2.(b)	2.16.2(b)	<p>Not sure what this clause is trying to say, as ...which party performed... indicates past tense so what Re-energisation would have happened and why would the Incoming Retailer send another?</p> <p>Should this read ...in the process of performing a de-energisation...</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
PLUS ES		2.16.2(b)	BASIC and MRIM are also in scope in addition to VIC AMI meters for this clause. This would help mitigate the transaction volumes.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
PLUS ES		2.16.2(b)	PLUS ES suggests that '... performing the re-energisation...' should be '...performing the de-energisation...'.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
TasNetworks		2.16.2(b)	Replace the word 're-energisation' with 'de-energisation'.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Evoenergy	2.16.2.(d).(iii)	2.16.2(d)(iii)	<p>Should be</p> <p>...provided within the Re-energisation Service Order, ...</p> <p>...except where the Re-energisation Service Order subtype...</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		2.16.2(d)(iii)	<p>PLUS ES recommends that this clause should have the must amended to may</p> <p><u>Physical Visit' then the DNSP must undertake a physical visit and return the appropriate ServiceOrderResponse.</u></p> <p>The DNSP should have the ability to determine if they should go out to field if they have access to information which indicates that the meter has been de-energised. Information which the Incoming Retailer/Retailer may not have visibility to.</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
PLUS ES		2.3 (a)	<p>The clause needs to be reviewed and reworded for efficiency. As an example,</p> <ul style="list-style-type: none"> • Missing words <p>Call out that it is not mandatory and yet there is 2.3(a)(i) which says it is optional etc.</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
Evoenergy		2.3 Heading	<p>Reword</p> <p>Notified Party – General</p> <p>Looks better to have this as the header</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
AGL	2.3(a)	2.3(a)	<p>Grammar – second sentence</p> <p>missing 'at': aim is to notify related parties at <u>the connection point</u></p> <p>Missing 'them' :to provide them visibility</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
AGL	2.3(a)	2.3(a)	<p>Numbering – last clause after clause 2.3(n) also numbered '(a)'</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		2.3(a)	<p>Grammar error: Missing the word 'of' after 'related parties'. Suggest the clause be updated to:</p> <p>The aim is to notify related parties of the connection point (ie the Notified Party) who are not involved directly in the provision of the requested service, and provide visibility of activities undertaken by a Service Order Recipient (the Service Provider) prior to commencement and at completion of any request.</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
Evoenergy		2.3(a)	<p>Reword this clause to:</p> <p>The Service Order Procedures contains the capability of a Notified Party as part of the Service Order process. The aim is to notify related parties at the connection point (i.e. the Notified Party) who are not involved directly in the provision of the requested service, and provide them visibility of activities undertaken by a Service Order Recipient (the Service Provider) prior to commencement and at completion of any request. The use of Notified Party is not mandatory, the following clauses apply to the use of Notified Parties using B2B The following clauses apply to the use of Notified Parties using B2B:</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
Endeavour Energy		2.3(a)(i)	<p>This clause is redundant because in clause 2.3.a it already states 'The use of Notified Party is not mandatory'. We suggest that clause 2.3.a.i be deleted</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
Endeavour Energy	2.3(c)	2.3(a)(ii)	<p>The new clause 2.3.a.ii has replaced the old clause 2.3.c, however there is more information in the old clause. We suggest that the old clause be re-instated or all the information from the old clause be copied to the new clause</p>	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Evoenergy	2.6.	2.6(c).ii	References appear to be missing.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

5.4 One Way Notification

Participant Name	Old Clause No	New Clause No	Comments	IEC response
AGL			See comments about generalising the Shared Fuse Transaction.	The IEC notes respondent's suggestion, however does not support this change in scope and direction. The IEC requests that if the respondent considers there is still a requirement for a Generic Transaction that they raise a new ICF with information regarding use cases and likely volumes that support this proposed transaction for review and consideration by the B2BWG.
AGL			It is noted that the proposed CSV version in the Guide has an additional column for notes which the aseXML does not have this column. Should it be added, especially in light of the proposal to genericise the transaction ?	The IEC notes the respondent's comment and proposes to remove the 'Notes' field from the CSV version.
Evoenergy			No comment	
PLUS ES			PLUS ES has no comments to the currently drafted Shared Fuse Transaction – see PLUS ES comments with respect to Question 6 of the Issue Paper.	The IEC notes that a response has been provided with respect to the respondent's comments to Question 6.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Origin Energy	N/A	2.12(e)	<p>The new clause says "<i>SharedFuse – The Initiator may use this transaction to inform a Recipient of any new or any changes to existing Shared Fuse arrangements for a Connection Point.</i>"</p> <p>However, Origin believes that the highlighted part of the clause can create unnecessary exceptions if there are no controls to manage the correct values (manual error, etc). For e.g., the NMI should not be set to 'Y' when it was originally 'N' or 'I'.</p> <p>Also, we believe there should be a limit to send one OWN per NMI per day for the SharedFuse transaction.</p>	<p>The IEC notes that proposed control cannot be mandated in the procedure due to high variability but the transaction provides for a correction. The IEC proposes to amend the clause to include text that indicates one transaction restriction per day restriction.</p>

AGL		4.2.6	<p><u>4.2.6 SharedFuseNotification Data NMI Notification</u></p> <p>a) <u>This notification is to allow the Initiator to provide information relating to a NMI to the Recipient.</u></p> <p>b) <u>The Shared Fuse notification is to allow the Initiator to provide Shared Fuse information related to a connection point to the Recipient. Typically the Initiator will be the Metering Provider but may also be the Retailer, and the Recipient is typically the DNSP. The key information provided will include the date that the shared fuse arrangement was determined and a value indicating the shared fuse status for the connection point (identified by the NMI).</u></p> <p><u>Refer to the Metrology Procedure: Part A for a detailed description of the use of this flag.</u></p> <p>Key</p> <p>M= Mandatory (must be provided in all situations).</p> <p>R = Required (must be provided if this information is available or has changed).</p> <p>O= Optional (may be provided and should be used if provided).</p> <p>N= Not required (not required and may be ignored if provided).</p> <p>Table 1 <u>SharedFuseNotification NMI Information</u> field values</p> <table border="1"> <thead> <tr> <th></th><th></th><th></th><th>Definition</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>				Definition					<p>The IEC notes respondent's suggestion, however does not support this change in scope and direction. The IEC requests that if the respondent considers there is still a requirement for a Generic Transaction that they raise a new ICF with information regarding use cases and likely volumes that support this proposed transaction for review and consideration by the B2BWG.</p>
			Definition									

Participant Name	Old Clause No	New Clause No	Comments				IEC response
			<p><i>NMI</i> CHA M NMI where the shared fuse state has been R(10) determined or changed.</p> <p><i>NMIChecksum</i> CHA O NMI Checksum for the NMI. R(1)</p> <p><i>Date</i> DAT E M The date that the Information is-Shared-Fuse state was identified by the Initiator.</p> <p><i>SharedIsolationPointFlag</i> CHA M R(1) <ul style="list-style-type: none"> • SFY (<u>SFY</u> = Shared Fuse. Use to communicate to a recipient that the NMI cannot be isolated without interrupting supply to other NMI's) • SFI (<u>SFI</u> = Shared Fuse but can be isolated independently. Use to communicate to a recipient that the NMI is part of a shared fuse but can be isolated without interrupting supply to other NMI's) • SFN (<u>SFN</u> = Not Shared Fuse. Use to communicate to a recipient that the NMI is no part of a shared fuse arrangement) </p> <p><i>NMIIInformation</i></p>				
SA Power Networks		4.2.6 – Table 11	<p>SA Power Networks suggest the "Date" field within the transaction be removed.</p> <p>We are unclear what value this adds to the process or how this information is to be used by the Distributor.</p> <p>If the field is to remain, clarification is needed.</p>				The IEC notes that the date identifies the date when shared fuse status was identified by the initiator.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Energy Queensland		4.2.6	While Energy Queensland agrees it will in most circumstances be the MP who initiates this transaction, this differs to the final determination for the MCPI Rule Change which places the obligation on either the MC or Retailer. We believe clarification is required to cover where the MP is not also the MC for consistency (our understanding is that the MP is not actually obligated unless they are also the MC), although in our view, it is logical for the MP to be the initiator of this transaction.	The IEC notes the respondent's comment and proposes to replace the roles wording with initiator and recipient.
Energy Queensland		4.2.6	Energy Queensland notes the use of 'DNSP' where the final determination for the MCPI Rule Change refers to 'LNSP', the subtle difference being that an LNSP can be an ENM or TNSP. We feel this reference should be changed to DNSP to match other documents.	The IEC notes the respondent's comments and after consideration decides that no further changes are required.
Endeavour Energy		Table 11, SharedIsolationPointFlag field	We note that the intent is to align this field with the corresponding field defined in MSATS. For consistency we suggest that the definition of the allowed values be the same as defined in the Standing Data for MSATS document. We suggest that the definition be updated to: Y: Indicates that a Shared Fuse Arrangement is present N: Indicates that no Shared Fuse Arrangement is present I: Indicates the metering installation is Isolated independently but still part of a Shared Fuse Arrangement	The IEC notes the respondent's comment and agrees to amend the clause as suggested.

5.5 Technical Delivery Specification

Participant Name	Old Clause No	New Clause No	Comments	IEC response
AGL			See comments about genericising the Shared Fuse Transaction.	The IEC notes the respondent's comment and refers it's response to comment against 'One Way Notification' procedure.
Energy Queensland			Energy Queensland provides no comment.	
Evoenergy			No comment	
Origin Energy			No comments	
SA Power Networks			SA Power Networks has no comments	

5.6 B2B Guide – Option 1a

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Origin Energy			No comments	
PLUS ES		2(f)	<p>Typo:</p> <p>Amend to provide consistent title cases:</p> <p>(e)(f) With the introduction of Remote Re-energisation and De-energisation there are now two service providers (DNSP and MPB) who may undertake a de-energisation or Re-energisation, except in Victoria. The obligation to use Notified Party transactions has therefore been made mandatory for Re-</p>	The IEC notes the respondent's comments and has amended the relevant clause.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		2(f)	<p>For succinctness, PLUS ES proposes the additional words in the below highlighted section:</p> <p>(e)(f) With the introduction of Remote Re-energisation and De-energisation there are now two service providers (DNSP and MPB) who may undertake a de-energisation or Re-energisation, except in Victoria. The obligation to use Notified Party transactions has therefore been made mandatory for Re-</p> <p>.two mutually exclusive service providers...</p> <p>Need to also call out that it does not apply for MRIM and BASIC meters</p>	The IEC notes the respondent's comments and has moved the clause under 4.3.
PLUS ES		4.3 (b)(iii)	Plus ES suggests the clause is reviewed and reworded for clarity of intent.	The IEC notes the respondent's comments and has amended the relevant clause.
PLUS ES		4.3(b)(i)	<p>PLUS ES suggests a slight adjustment to the wording:</p> <p>(i) the Initiator is required to send a Service Order to one Party and a Notified Party Transaction to the Other Party.</p> <ul style="list-style-type: none"> • Capitalise T in 'the' <p>...send a Service Order to the Party who will action the request and a ...</p>	The IEC notes the respondent's comments and has amended the relevant clause.
AGL	4.3.2 (c)	4.3.2 (c)	<p>Improve wording</p> <p>(c) A Prospective Retailer raising a Re-energisation Service Order <u>to the first Service Provider</u> must ensure that a Notified Party transaction is sent <u>to the second Service Provider</u>. This is so the service provider who may have received a De-energisation Service Order from the FRMP can use the Notified Party Transaction in their</p>	The IEC notes the respondent's comments and has amended the relevant clause.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		4.3.2(a)	<p>PLUS ES recommends the following with respect to the yellow highlighted section:</p> <p class="list-item-l1">(a) <u>The commencement of remote Re-energisation and De-energisation services now means that there are two service providers (DNSP and MPB) who can re-energise and de-energise a NMI except in Victoria. Retailers do not have visibility of which service provider may have received a Service Order request.</u></p> <ul style="list-style-type: none"> • Amend the wording for clarity...two mutually exclusive service providers... • Need to also call out that it does not apply for MRIM and BASIC meters <p>The sentence is amended for accuracy - The contestable MPB does not de-energise/re-energise the NMI. They de-energise/re-energise the metering installation.</p>	The IEC notes the respondent's comments and has amended the relevant clause.
AGL	4.3.2(d)	4.3.2(d)	<p>Improve wording</p> <p class="list-item-l1">(d) Because of timing issues, this process does not guarantee that the prospective retailers Notified Party transaction will cancel a pending De-energisation Service Order (especially if the De-energisation request has been sent to the DNSP). Despite best efforts by service providers, Prospective Retailer's customer may still find their site De-energised.</p>	The IEC notes the respondent's comments and has amended the relevant clause.
Evoenergy	4.3.2(d)	4.3.2(d)	<p>Grammatical. This has two dot points following the statements so should reword end sentence with;</p> <p>...their site de-energised if;</p> <p class="list-item-l1">(i) if the Notified...</p>	The IEC notes the respondent's comments and has amended the relevant clause.
PLUS ES		4.3.2(d)	<p>Typo: missing apostrophe</p> <p>....the prospective retailer's Notified Party transaction.....</p>	The IEC notes the respondent's comments and has amended the relevant clause.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		4.3.2(d)(ii)	Clause 4.3.2.d.ii suggests that 'De-energisation outside this window can be avoided if Prospective Retailer ensures that the customer transfer completes in MSATS prior to the de-energisation schedule date'. However, a Prospective Retailer does not have visibility of the de-energisation schedule date. We suggest that this statement be removed because it is impractical, provides no value and could cause confusion.	The IEC notes the respondent's comments and has amended the relevant clause.
Endeavour Energy		4.3.2(e)	Given the design of option 1a and the fact that a DNSP cannot perform a reconnection without a service order from a retailer, it should be made clear that the customer must contact the retailer and not the DNSP if they have no supply. This will avoid confusing the customer and delaying the reconnection. We suggest adding the following to the end of clause 4.3.2.e: The customer should be instructed to contact the Prospective Retailer if they do not have supply.	The IEC notes the respondent's comments and has amended the relevant clause.
Endeavour Energy		4.3.3	This section is a duplicate of table 3 in the Service Order procedure and therefore does not provide any additional value in the B2B Guide. We suggest that clause 4.3.3 be removed.	The IEC notes the respondent's comments and has amended the relevant clause.
Evoenergy	4.3.3	4.3.3 Table x	Why have this table duplicated from the B2B Procedure Service Order Procedure? Two places to maintain. Not required here.	The IEC notes the respondent's comments and has amended the relevant clause.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Evoenergy	4.4(g)	4.4(g)	<p>Grammatical. This paragraph has too many commas and not enough full stops to break it down for understanding. Suggested to rewrite as below.</p> <p>Notified Party transactions for re-energisations and de-energisations play a significant role in identifying coincident service order checks, and preventing any unnecessary de-energisations from occurring. For other Service Orders, the Notified Party transactions copies are provided for information only, but a Notified Party may choose to use the information provided as a way of determining what impact work assigned to other parties will have.</p>	The IEC notes the respondent's comment and has amended the relevant clause.
Evoenergy	6.1.2	6.1.2 Figure 5	<p>Evoenergy submitted a change to this flow more than a year ago. It would have been expected to be included in this consultation. Was that change reviewed by the B2B working group?</p>	The IEC notes the respondent's comments and has included the process flow provided previously and included in B2B consultation 3.6.2.
PLUS ES		6.1.4(b)	<p>PLUS ES suggests a review of the clause in line with the intent. Current wording is incomplete and a little misleading.</p> <p>It almost implies that remote energisation service orders be sent to the MC – not true. Referencing should be with respect to the metering and the NMI connection point.</p> <p>i.e. The Initiator needs to ensure the relevant SOs are sent to the appropriate Recipient, depending on the energisation method they require. A contestable MC/MP can only de-energise/re-energise at the metering installation and the DNSP at the NMI connection point.</p>	The IEC notes the respondent's comment and has amended the relevant clause.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		6.1.4(c)(i)	<p>PLUS ES proposes that the highlighted section in the clause is reviewed and amended for accuracy and completeness.</p> <p>(i) Two statuses exist in MSATS, NMI Status (which the DNSP is responsible for maintaining) and the Meter Register Status (which the MP is responsible for maintaining). In most cases this information can be used to determine which party to send the re-energisation request to. However, where a de-energisation request is followed on the same day by a re-energisation request, MSATS may not be up-to-date. In those cases, the initiator will need to apply additional business rule logic to determine who to send the re-energisation request to.</p>	The IEC notes the respondent's comments and has amended the relevant clause.
PLUS ES		6.1.4(c)(ii)	<p>PLUS ES recommends that the clause is reviewed and amended accordingly for currency and efficiency as it is misleading and open to incorrect interpretation.</p> <p>(ii) The incoming Retailer will need to ensure that they have an arrangement with an MC that has an agreement with the Current MP, otherwise they will need to nominate a New MC that does have such an arrangement prior to raising the re-energisation request.</p>	The IEC notes the respondent's comments and has amended the relevant clause.
PLUS ES		6.1.4(c)(iii)	<p>PLUS ES suggests the clause is reviewed and reworded for clarity.</p> <ul style="list-style-type: none"> • <i>In these scenarios</i> - clarify the scenarios <p>Once the scenarios are clarified the actions can be amended accordingly.</p>	The IEC notes the respondent's comments and has removed the relevant clause.
PLUS ES		6.5(d)	<p>This contains the One Way Notification Transactions.</p> <p>PLUS ES suggest that the proposed SharedFuseNotification transaction is also included in this section.</p>	The IEC notes the respondent's comment and has removed clause 6.5(d) and added clause 6.5.1.6.
AGL	6.7	6.7	Delete as this is covered again in 7.3.6	The IEC notes the respondent's comment and has removed the clause 6.7 as suggested.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
SA Power Networks		6.7	<p>SA Power Networks suggest the inclusion of email within this clause be removed.</p> <p>If a party determines that building capability to generate the new OWN transaction within their systems is not warranted, then that party has the option to raise the relevant transaction via the B2B Browser and this should be the only option available.</p> <p>Email should only be used during the current transition period and stop from the effective date of the OWN Procedure and this new transaction.</p> <p>Please remove all references to email.</p>	The IEC notes that the clause 6.7 is being removed as it is covered by clause 7.3.6.
SA Power Networks		6.7	<p>SA Power Network is unclear where the industry has documented the current Shared Fuse file format and process that is being used for the transition period.</p> <p>Could this be clarified to ensure the format of any files being provided is consistent.</p>	The IEC notes that two versions will be created to cover current processes (version 3.7.1) from May 2022 and new processes (version 3.8) from May 2023 and the clause 6.7 has been removed.
Vector Metering	6.7 Shared Fuse Obligation s	6.7 Shared Fuse Obligation s	This appears to be misplaced. Looks like an additional entry should be added under OWN description in section 6.5.1 (if required – not sure it is)	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Endeavour Energy		6.7.1 Shared Fuse Obligation s	We do not believe that the B2B Guide should be used to define obligations. We suggest that a heading of 'Introduction' (or something similar) would be more appropriate	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Endeavour Energy		6.7.1(b)	We believe that this clause is not relevant with regards to the Shared Fuse CSV file and therefore we suggest that this clause be removed	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.

Participant Name	Old Clause No	New Clause No	Comments	IEC response												
PLUS ES		6.7.1(c)	PLUS ES proposes to clarify that the CSV file is an interim solution.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.												
Energy Queensland		6.7.2	Energy Queensland notes SharedFuseInd, and queries why the values are inconsistent with the enumerated values in the CRs? We suggest these should be 'Y', 'I' and 'N', rather than 'S'.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.												
PLUS ES		6.7.2	<p>PLUS ES suggests:</p> <ul style="list-style-type: none"> the removal of the Notes section as it does not serve a purpose the enumeration in the table for Shared fuse should be Y not S. <p>However, PLUS ES and at least one other participant have been sending an interim file for shared fuses to LNSPs since June 2021. PLUS ES strongly advocates that:</p> <ul style="list-style-type: none"> the file matches what is currently been implemented and used, especially as it is an interim solution The B2B Guide is updated to match the below currently used format. The LNSP field is used if this was sent to an MC for example. If this was going to the same LNSP that field would be populated with their participant ID. The same applies if the file was to be sent to an MC – the MC would only receive the information applicable to them. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>NMI</td><td>MC</td><td>MPB</td><td>LNSP</td><td>Shared Fuse Flag</td><td>From Date</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	NMI	MC	MPB	LNSP	Shared Fuse Flag	From Date							The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
NMI	MC	MPB	LNSP	Shared Fuse Flag	From Date											
TasNetworks		6.7.2	The definition of 'The date that the Shared Fuse state was identified by the Initiator.' should be added to the Date Field, the same as defined in the OWN Process	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.												

Participant Name	Old Clause No	New Clause No	Comments	IEC response
TasNetworks		6.7.2	Value for Shared Fuse should be 'Y' to align with the enumerated value in MSATS.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Intellihub		6.7.2 Shared Fuse Notificatio n – CSV File	Please align to 7.3.6.1 Interim CSV solution so that instead of S, Y is used for Shared Fuse.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Vector Metering	6.7.2 Shared Fuse Notificatio n – CSV File	6.7.2 Shared Fuse Notificatio n – CSV File	This section is defined later in the document. Does not fit here.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Endeavour Energy		6.7.2 Shared Fuse Notificatio n – CSV File, Date field	For consistency we suggest that this field has the same definition as the new Shared Fuse Notification transaction. We suggest that the definition be updated to: The date that the Shared Fuse state was identified by the Initiator.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6 and the suggested definition for date is included in clause 7.3.6.
Endeavour Energy		6.7.2 Shared Fuse Notificatio n – CSV File, Note field	For consistency with the new Shared Fuse Notification transaction we suggest that this field be removed	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		6.7.2 Shared Fuse Notification – CSV File, SharedFuseInd field	For consistency we suggest that this field has the same name defined in the new Shared Fuse Notification transaction. We suggest that the name of this field be updated to SharedIsolationPointFlag	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6 and the interim CSV solution is included in version 3.7.1.
Endeavour Energy		6.7.2 Shared Fuse Notification – CSV File, SharedFuseInd field	For consistency we suggest that this field has the same definition for the new Shared Fuse Notification transaction. We suggest that the definition be updated to: Y: Indicates that a Shared Fuse Arrangement is present N: Indicates that no Shared Fuse Arrangement is present I: Indicates the metering installation is Isolated independently but still part of a Shared Fuse Arrangement	The IEC notes the respondent's comment and has amended the definitions as per Standing Data for MSATS procedure.
Energy Queensland		6.7.3	Energy Queensland suggests the requirements in the 'email template' are incorrect. We suggest the email requirements should be as follows, 'Sender: (Individual or group e-mail of the sender)' and 'Recipient: (e-mail nominated by DNSP)'.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6 and the interim CSV solution is included in version 3.7.1.
Endeavour Energy		6.7.3 Shared Fuse Notification – E-mail Template	It is not clear why the Sender has to be an email nominated by the LNSP – could this be clarified or corrected?	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6 and the interim CSV solution is included in version 3.7.1.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		6.7.3 Shared Fuse Notification – E-mail Template	We suggest it be made clearer that the Recipient be the email address nominated by the LNSP. We suggest that this be updated to: Individual or group e-mail nominated by the LNSP	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6 and the interim CSV solution is included in version 3.7.1.
PLUS ES		6.7.3.	PLUS ES suggests that the sender should not be nominated by LNSP.	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Endeavour Energy		7.3.6.1	This is a duplicate of clause 6.7 of the B2B Guide. We suggest that clause 7.3.6.1 be deleted	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
Energy Queensland		7.3.6.1	Energy Queensland believes the B2B Guide in the consultation pack incorrectly describes a format for the interim .CSV file. Our understanding is that the interim CSV file would capture the following: 'NMI' – 10 characters no check digit, 'MC' – MC Participant Id, 'MPB' – MPB Participant Id, 'DNSP' – DNSP Participant Id, 'Shared Fuse Status' – Y, I, or N and 'Date' – date SF status identified.	The IEC notes that the interim CSV solution is included in version 3.7.1.
TasNetworks		7.3.6.1	Suggest removing the 'Note' Field as this is not required and does not serve any purpose.	The IEC notes the respondent's comment and has removed the 'Note' field as suggested.
PLUS ES		7.3.6.1 Interim CSV Solution	PLUS ES recommends that this section is removed from this section and included in Section 6.7	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.
PLUS ES		7.3.6.1 Interim CSV Solution	As per our comments in 6.7.2	The IEC notes that the clause 6.7 has been removed as it is covered by clause 7.3.6.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Vector Metering	7.3.6.1 Shared Fuse Obligation s	7.3.6.1 Shared Fuse Obligation s	This section incorrectly describes a format for the interim .CSV file (page 75 section 7.3.6.1.). MP's are already using the interim process to advise DNSP's of shared fuses and there is no benefit in changing the agreed format.	The IEC notes that the interim CSV solution is included in version 3.7.1.
Endeavour Energy		7.3.6.2	This is a duplicate of clause 4.2.6 of the One Way Notification document. We suggest that clause 7.3.6.2 be deleted	The IEC notes that the interim CSV solution is included in version 3.7.1.
PLUS ES		Figure 14 & 15	PLUS ES recommends the figures are reviewed and updated for completeness, clarity and currency.	The IEC notes the respondent's comment and requests respondent to propose changes.
AGL	General	General	Need to consistently capitalise Re-Energisation / De-energisation within document	The IEC notes the respondent's comment and agrees to standardise the text as suggested.
PLUS ES		General	<ul style="list-style-type: none"> • Title case alignment throughout the document with respect to re-energisation and de-energisation. Sometimes title case in capitals and other time lower cases in different sections of the document. • The Guide needs to be reviewed again: <ul style="list-style-type: none"> ◦ As there were more than a few discrepancies and ◦ To include any outcomes from the review of the SO procedures. <p>There seems to be duplication of content with respect to Shared Fuses.</p>	The IEC notes the respondent's comment and has amended the relevant clauses.
PLUS ES		Table 6.1.4.5	<p>Remote De-energisation Required (VIC) – is it correct they have removed contestable MPs?</p> <p>Remote Re-energisation Required (VIC) is it correct they have removed contestable MPs?</p>	The IEC notes the respondent's comment and has amended the relevant clauses.

5.7 B2B Guide - Option 1b

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Origin Energy			No comments, however in general, Origin does not support Option 1b	
AGL	2(f)	2(f)	This new paragraph is a holdover from the Option 1a drafting and is not relevant for two Service Orders.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		2(f)	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
PLUS ES		2(f)	This is not required for the 2 Re-en SO option	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
TasNetworks		2(f)	Remove this clause as not valid for Option 1b.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Vector Metering	2(f)	2(f)	This is not necessary for a two Service Order solution (1b). Clause can be removed.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Evoenergy	2.(f)	2.(f)	<p>This statement is incorrect for Option 1b, as the Notified Party is not mandatory as per 2.3 of B2B 1b.</p> <p>Suggest rewording this from the second sentence to;</p> <p>The obligation to send multiple Reenergisation and De-energisation Service Orders to the two service providers has therefore been made mandatory. Where both parties receive the requests...</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
TasNetworks		4.3	Changes relating to Notified Party transactions is not valid for Option 1b.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Vector Metering	4.3(b)	4.3(b)	Ditto – not required for two Service Order solution. Should be reverted to current wording.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Evoenergy	4.3. 4.3.2	4.3. 4.3.2	This has been written as if the Notified Party transaction is mandatory for Re-energisations and De-energisations, and that recipients must action accordingly for coincident Service Orders. This has only muddied the waters of what the differences are between 1a and 1b. Can we please have confirmation of how 1b is supposed to work as the procedures and guides do not align?	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	4.3.2	4.3.2	This new section is a holdover from the Option 1a drafting and is not relevant for two Service Orders.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		4.3.2	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
PLUS ES		4.3.2	Whilst there is value in having some of this section included in the B2B Guide – it needs to be reviewed as option 1b does not mandate NPN. NPN is only optional.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
TasNetworks		4.4	Changes relating to Notified Party transactions is not valid for Option 1b.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	4.4(g)	4.4(g)	This can be left.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		4.4(g)	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Evoenergy	4.4(g)	4.4(g)	<p>Grammatical. This paragraph has too many commas and not enough full stops to break it down for understanding. Suggested to rewrite as below. Only reword once 4.3 sorted as Notified Party is not mandatory for 1b, and does not align to 6.1.4.(d).</p> <p>Notified Party transactions for re-energisations and de-energisations play a significant role in identifying coincident service order checks, and preventing any unnecessary de-energisations from occurring. For other Service Orders, the Notified Party transactions copies are provided for information only, but a Notified Party may choose to use the information provided as a way of determining what impact work assigned to other parties will have.</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Evoenergy	6.1.2	6.1.2 Figure 5	Evoenergy submitted a change to this flow more than a year ago. Why has that change not been updated into this document?	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	6.1.4(b)	6.1.4(b)	This can be left.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.1.4(b)	This clause is applicable to option 1a. We suggest that this clause be removed or updated to align with option 1b	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	6.1.4(d)	6.1.4(d)	<p>This can be left.</p> <p>the (iii) should be moved to the start of '.. If the initiator...'</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Evoenergy	6.1.4(d)	6.1.4(d)	<p>This clause needs rewording to provide clarity. Suggested wording:</p> <p>This clause does not apply in Victoria.</p> <p>(d) Where small customer meters may be either be de-energised by the DNSP or remotely de-energised by the MPB, and the incoming retailer is unaware of whether the FRMP has requested a de-energisation to one of the two Service Providers, an incoming Retailer is required to raise two Re-energisation ServiceOrderRequests; one to the DNSP and one to the MC.</p> <p>Under these conditions:</p> <p>The DNSPs must;</p> <ul style="list-style-type: none"> (i) cancel any received or future De-energisation ServiceOrderRequests within the requirements of co-incident service order logic. (ii) undertake field work if they need to re-store supply to the site, as records indicate a physical de-energisation i.e. the previous De-energisation ServiceOrderRequest ServiceOrderSubType was not "Remote" and/or NMI Status is D. (iii) if the DNSP reasonably believes that the site will be on supply on the scheduled date, close the Re-energisation ServiceOrderRequest and send a ServiceOrderResponse of 'Not Completed' with the ExceptionCode indicating "Site already Energised". (iv) send the ServiceOrderResponse with appropriate charge codes for any field visit. <p>The MCs must;</p> <ul style="list-style-type: none"> (v) cancel any received or future De-energisation ServiceOrderRequest within the requirements of co-incident service order logic. (vi) undertake works if they need to re-store supply to the site, as records indicate a remote de-energisation. (vii) if the MC reasonably believes that the site will be on supply on the scheduled date, close the Re-energisation ServiceOrderRequest and send a ServiceOrderResponse of 	<p>The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.</p>
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Participant Name	Old Clause No	New Clause No	Comments	IEC response
			<p>'Not Completed' with the ExceptionCode indicating "Site already Energised".</p> <p>(viii) send the ServiceOrderResponse with appropriate charge codes for any works or field visit.</p> <p>The outgoing FRMP must;</p> <p>On receipt of a COM CR1xxx, and they have issued a Deenergisation for today or greater date; send a Cancel SORD.</p>	
TasNetworks		6.1.4(d)	Subclause (ii) and (iii) need to be modified to ensure they integrate correctly with statement 'Under these conditions, DNSP's....)	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.1.4(d)(ii)	The last sentence looks like it should be a part of clause 6.1.4.d.iii – we suggest that this be corrected	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Evoenergy	6.1.4(d)	6.1.4(e)	Where are the actions you want the MC/MPB to perform when they receive the Re-energisation ServiceOrderRequests?	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
AGL	6.7	6.7	Delete as this is covered again in 7.3.6	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
SA Power Networks		6.7	<p>SA Power Networks is confused by the inclusion of email within this clause.</p> <p>Providing a participant with the option to provide this content via email should not be possible (apart from during the current transition period which will continue until the effective date of this procedure and transaction).</p> <p>If a party determines that building capability within their systems is not warranted, then that party has the option to raise the relevant transaction via the B2B Browser and this should be the only option available.</p> <p>Please remove all references to email in this context.</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
SA Power Networks		6.7	<p>SA Power Network is unclear where the industry has documented the current Shared Fuse file format and process being used for the transition period.</p> <p>Could this be clarified to ensure the format of any files being provided is consistent (consistency with the 2 Meter Providers currently provide files should occur).</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Vector Metering	6.7 Shared Fuse Obligation s	6.7 Shared Fuse Obligation s	This appears to be misplaced. Looks like an additional entry should be added under OWN decription in section 6.5.1 (if required – not sure it is)	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.7.1 Shared Fuse Obligation s	We do not believe that the B2B Guide should be used to define obligations. We suggest that a heading of 'Introduction' (or something similar) would be more appropriate	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response												
Endeavour Energy		6.7.1(b)	We believe that this clause is not relevant with regards to the Shared Fuse CSV file and therefore we suggest that this clause be removed	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.												
PLUS ES		6.7.1(c)	PLUS ES proposes to clarify that the CSV file is an interim solution.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.												
Energy Queensland		6.7.2	Energy Queensland notes SharedFuselnd, and queries why the values are inconsistent with the enumerated values in the CRs? We suggest these should be 'Y', 'I' and 'N', rather than 'S'.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.												
PLUS ES		6.7.2	<p>PLUS ES suggests:</p> <ul style="list-style-type: none"> • the removal of the Notes section as it does not serve a purpose • the enumeration in the table for Shared fuse should be Y not S. <p>However PLUS ES and at least one other participant have been sending an interim file for shared fuses to LNSPs since June 2021. PLUS ES recommends that:</p> <ul style="list-style-type: none"> • the file matches what is currently used and not amended, especially as it is an interim solution • The B2B Guide is updated to match the below currently used format. The LNSP field is used if this was sent to an MC for example. If this was going to the same LNSP that field would be populated with their participant ID. The same goes if the file was to be sent to an MC – the MC would only receive the information applicable to them. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>NMI</td><td>MC</td><td>MPB</td><td>LNSP</td><td>Shared Fuse Flag</td><td>From Date</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	NMI	MC	MPB	LNSP	Shared Fuse Flag	From Date							The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
NMI	MC	MPB	LNSP	Shared Fuse Flag	From Date											

Participant Name	Old Clause No	New Clause No	Comments	IEC response
TasNetworks		6.7.2	The definition of 'The date that the Shared Fuse state was identified by the Initiator.' should be added to the Date Field, the same as defined in the OWN Process	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
TasNetworks		6.7.2	Value for Shared Fuse should be 'Y' to align with the enumerated value in MSATS.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Vector Metering	6.7.2 Shared Fuse Notification – CSV File	6.7.2 Shared Fuse Notification – CSV File	This section is defined later in the document. Does not fit here.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.7.2 Shared Fuse Notification – CSV File, Date field	For consistency we suggest that this field has the same definition as the new Shared Fuse Notification transaction. We suggest that the definition be updated to: The date that the Shared Fuse state was identified by the Initiator.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.7.2 Shared Fuse Notification – CSV File, Note field	For consistency with the new Shared Fuse Notification transaction we suggest that this field be removed	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		6.7.2 Shared Fuse Notification – CSV File, SharedFuseInd field	For consistency we suggest that this field has the same name defined in the new Shared Fuse Notification transaction. We suggest that the name of this field be updated to SharedIsolationPointFlag	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.7.2 Shared Fuse Notification – CSV File, SharedFuseInd field	For consistency we suggest that this field has the same definition for the new Shared Fuse Notification transaction. We suggest that the definition be updated to: Y: Indicates that a Shared Fuse Arrangement is present N: Indicates that no Shared Fuse Arrangement is present I: Indicates the metering installation is Isolated independently but still part of a Shared Fuse Arrangement	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Energy Queensland		6.7.3	Energy Queensland suggests the requirements in the 'email template' are incorrect. We suggest the email requirements should be as follows, 'Sender: (Individual or group e-mail of the sender)' and 'Recipient: (e-mail nominated by DNSP)'.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
PLUS ES		6.7.3	PLUS ES suggests that the sender should not be nominated by LNSP.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		6.7.3 Shared Fuse Notification – E-mail Template	It is not clear why the Sender has to be an email nominated by the LNSP – could this be clarified or corrected?	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
Endeavour Energy		6.7.3 Shared Fuse Notification – E-mail Template	We suggest it be made clearer that the Recipient be the email address nominated by the LNSP. We suggest that this be updated to: Individual or group e-mail nominated by the LNSP	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		7.3.6.1	This is a duplicate of clause 6.7 of the B2B Guide. We suggest that clause 7.3.6.1 be deleted	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Energy Queensland		7.3.6.1	Energy Queensland believes the B2B Guide in the consultation pack incorrectly describes a format for the interim .CSV file. Our understanding is that the interim CSV file would capture the following: 'NMI' – 10 characters no check digit, 'MC' – MC Participant Id, MPB' – MPB Participant Id, 'DNSP' – DNSP Participant Id, 'Shared Fuse Status' – Y, I, or N and 'Date' – date SF status identified.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
TasNetworks		7.3.6.1	Suggest removing the 'Note' Field as this is not required and does not serve any purpose.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Vector Metering	7.3.6.1 Shared Fuse Obligations	7.3.6.1 Shared Fuse Obligations	This section incorrectly describes a format for the interim .CSV file (page 70 section 7.3.6.1.). MP's are already using the interim process to advise DNSP's of shared fuses and there is no benefit in changing the agreed format.	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.
Endeavour Energy		7.3.6.2	This is a duplicate of clause 4.2.6 of the One Way Notification document. We suggest that clause 7.3.6.2 be deleted	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.

Participant Name	Old Clause No	New Clause No	Comments	IEC response
PLUS ES		General	<ul style="list-style-type: none"> • Title case alignment throughout the document with respect to re-energisation and de-energisation. Sometimes title case in capitals and other time lower cases in different sections of the document. • The Guide needs to be reviewed again as there were more than a few discrepancies and to include any outcomes from the review of the SO procedures. • There seems to be duplication of content with respect to Shared Fuses. <p>There also appears a lot of Option 1a has been left in the B2B Guide which needs to be removed if option 1b is what is determined to be the mandated option.</p>	The IEC notes the respondent's comment. The IEC, based on submissions to the Issues Paper, has decided to proceed with Option 1a.