METERING COMPETITION
EMBEDDED NETWORKS
METER REPLACEMENT PROCESSES

PROCEDURE CONSULTATION

FIRST STAGE PARTICIPANT RESPONSE TEMPLATE

Participant: *EnergyAustralia*

Completion Date: *15th November 2016*

Table of Contents

1. General Comments 3
2. Glossary and Framework 3
3. Default & Deregistration Procedure (MP, MDP, ENM, MC) 4
4. Exemption Procedure (Metering Installation Malfunctions) 13
5. MSATS Procedures: National Metering Identifier 18
6. Qualification Procedure 21
7. Service Level Procedure – Embedded Network Manager 22
8. Unmetered Load Guideline 24
9. Other Issues Related to Consultation Subject Matter 24

1. General Comments

2. Glossary and Framework

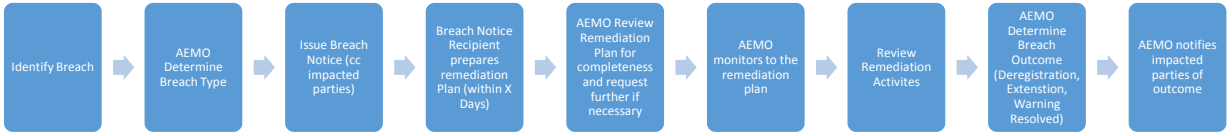
Please delete any rows where there are no participant comments

(note: only sections that have changed as part of Work package 2 are listed in the table below)

Clause	Heading	Participant Comments Glossary & Framework
2.4	B2B Procedures	**B2B procedures not finalised.** This list will need to be reviewed once procedures are finalised in case there are any changes.
2.6		**Format style correction needed.** The paragraph in this section beginning with *"This document addresses…"* is in a heading font.
2.7	Qualification Procedure	**Minor typo (require needs an 's').** *"The NER requires AEMO to have a qualification process for the accreditation and registration of MPs, MDPs and ENMs. The process is identical, so they are consolidated into one document"*

3. Default & Deregistration Procedure (MP, MDP, ENM, MC)

Please delete any rows where there are no participant comments

Clause	Heading	Participant Comments Default & De-Registration Procedure
General	Process Diagram	EnergyAustralia believes it would be beneficial if a diagram illustrating the process was incorporated in this document. This is a high –level example of what could be adapted for the document 
3	DETERMINATION OF TYPE OF BREACH	Regarding this section, EnergyAustralia would like: • Further clarity in the procedure regarding the description of breaches. For instance, immaterial and significant descriptions are very similar. • The inclusion of assessment criteria to determine breach type, for instance it could include or make consideration of number of customers impacted, affected parties cost, impact to customers, impact to participants etc.). (This is approach is common in compliance breach reporting in our industry (e.g. refer to the AER Compliance Reporting Guideline or ESC Compliance Reporting Guidelines).

Clause	Heading	Participant Comments Default & De-Registration Procedure
		• Further clarity regarding when AEMO determines the type of breach. For instance, is this done once AEMO becomes aware of the breach or is done post AEMO's review of the breach?

Clause	Heading	Participant Comments Default & De-Registration Procedure
4	ISSUE OF BREACH NOTICE	EnergyAustralia believes impacted industry parties should also be notified of breaches caused by contracted parties; this will assist them to mitigate impacts to operations, reduce the severity and risk of further non-compliance and the impact to customers. For example , if an • MP/MDP is breaching materially or significantly, then the MC should be advised; • MC is breaching materially or significantly, then the retailer (and large customers) and affected network should also be advised; • ENM is breaching materially or significantly, then the ENOs and affected retailers (child and parent) and network should also be advised. Whilst it is likely retailers with contractual arrangements with MP, MC and MDPs will have provisions in their contracts that the party must notify them of non-compliances, this approach can delay the time the retailer or MC is notified of the breach. EnergyAustralia believes that if there is material risk caused by a participant and AEMO becomes aware of it, it is good practice and in the interests of industry and consumers that this is passed onto other impacted participants who will need to take action and or be involved as part of remediation activities. If the contracted party neglects or fails to meet their obligations, this can be addressed by the MC/Retailer as part of a separate process regarding contractual adherence. We also believe consideration should be given to instances in the process where AEMO becomes aware of a breach through an affected party raising the issue. It would be good practice for AEMO to inform the notifier of AEMO's subsequent actions. Finally, with regard to the notices issued, the notice to affected parties needs to indicate which contact at the affected party the communication will be sent in the breach notice to ensure appropriate communication between participants (suggest this contact is listed on the ROCL as a contact and periodically reviewed).

Clause	Heading	Participant Comments Default & De-Registration Procedure
5	REVIEW OF CAPABILITY FOR ONGOING COMPLIANCE	Firstly, for consistency between all procedures reference to 'business days' should be used in this clause. The drafting of the procedure requires a breach to be remedied within 7 days of the notice being issued, but then allows for a remediation plan to be considered. It would seem more appropriate for the notified party to have time to submit their remediation plan (which would include timeframes for remediation) and AEMO could review this in the first instance. While there will be some non-compliances that can be remediated swiftly, the volume of mass market customers may make it difficult to remediate within 7 days. Particularly if there is a reliance on extracting large volumes of data, system changes or a need to change a customer's meter (given there are 4 day notification requirements for outages that will need to be factored into this). Given that part of a robust compliance program involves investing effort in understanding the root cause of an issue so that effective remediation plans and activities can be implemented, we think being too prescriptive is not ideal in this section, particularly if the non-compliance is caused by complex factors. With this in mind, we think a sensible approach is for businesses to have 10 business days (initially) to devise their remediation plan (for complex issues) and agree with AEMO on the actual remediation dates based on activities required.
5.1	Remediation Plan	The remediation plan has no reference to the contracted or affected parties (only AEMO). As previously discussed in the "issue of breach notice" section, contracted and impacted parties (i.e. MC, retailer, ENO etc.) should be aware of and agree any remediation plan as they may have to assist the affected parties (e.g. customer de-energisations to undertake physical work, customer notices for rebilling etc.) and be a party to the remediation reporting.

Clause	Heading	Participant Comments Default & De-Registration Procedure
5.2	Past Conduct	The term 'warning', nor the levels of warning, have not been previously introduced in this document or defined. NER Clause 7.4.4 (b)(3) states: *the levels of a breach with severity below a material breach are to be treated as warnings with different levels of magnitude.* More clarity around the levels of warning and how they relate to non-material and significant breaches is needed in the procedure (they could even be incorporated into the suggested process diagram).
6	AEMO ACTION FOLLOWING REVIEW	Clause indicates that no breach notice will be issued until the review is completed and breach rectified. This contradicts previous statements regarding remediation plan and issue of notice.
6.1	Material Breach	In the case of deregistration of an MP/MDP it is unclear how the market will operate appropriately if a service provider with many thousands of sites ceases to operate. This event will affect AEMO wholesale settlements, network billing and customer billing which will impact all market participants, not just the industry participants directly or contractually involved with the party that becomes deregistered. Further discussion with industry is required to consider and determine how this can be managed so that negative impacts to consumers can be avoided.
7	EXERCISE OF AEMO DISCRETION	We support the notion of "Exercise of AEMO discretion" given the complexity of the NEM. We think any grounds for discretion should be documented (particularly if there are criteria used that are not included in the minimum). This will serve as a way to ensure decision making is documented and can be referenced/referred to if necessary.
8	CONSEQUENCES OF AEMO ACTION	Throughout this section, the procedure specifies the breach notices being issued to the breaching party. In the case of a material breach, EA believes the contracting and affected parties (Retailer, LR, Parent Retailer, Network, ENO, Large customer etc.) should also receive a copy of the breach notice. This is important so that the impacted parties can ensure that the breaches are dealt with from their perspective and the impact to their businesses and customers is minimised.

Clause	Heading	Participant Comments Default & De-Registration Procedure
8.1.1	Material Breach	There is no reference to Local Retailers (LR) being advised. This party is also impacted by these types of breaches.
9	VOLUNTARY DEREGISTRATION	This section does not allow for a voluntary deregistration of an MC, MP, MDP. This may be needed in the situation one of these parties are purchased or merge with other parties and would reasonably seek to deregister their participant ID or simply seek to leave the market. Furthermore, the process should cater for ensuring all relevant parties are informed of (voluntary) deregistration.

<table>
<tr><th>Clause</th><th>Heading</th><th>Participant Comments
Default & De-Registration Procedure</th></tr>
<tr><td>9.1</td><td>Application</td><td>This section could benefit with more information and might be better if presented differently. For instance the information could potentially be outlined in a matrix, i.e.

Application Process:
<table>
<tr><th></th><th>How to apply</th><th>Information to be Provided</th><th>AEMO will Review and provide Outcome</th></tr>
<tr><td>ENM</td><td>Send Letter to XXXX?</td><td>• full name and ABN.
• participant ID.
• preferred date for deregistration
• Additional ENM stuff</td><td>X days</td></tr>
<tr><td>MP</td><td>Send Letter to XXXX?</td><td>• name and ABN.
• participant ID.
• preferred date for deregistration</td><td>X days</td></tr>
<tr><td>MDP</td><td>Send Letter to XXXX?</td><td>As above</td><td>X days</td></tr>
<tr><td>MC</td><td>Registration Desk</td><td>As above</td><td>X days</td></tr>
</table>
What Next:
<Details on what AEMO does next once deregistration granted></td></tr>
</table>

Clause	Heading	Participant Comments Default & De-Registration Procedure
9.1.2	Metering Providers and Metering Data Providers	All parties should be referred to AEMO registration desk for de-registration, since there are likely to be flow on effects across the market.
9.2	Process	Suggest that the process should be coordinated through the AEMO registration desk and be consistent for all parties.
9.2.3	AEMO Review of Application	EA notices that there is emphasis on the functions of an ENM in a deregistration process but not of the MC/MP/MDP. An ENM deregistration is no different to an ENM terminating its contract with an ENO, who is responsible for appointing another ENM and ensuring handover. The market should be more concerned about the provision of metering services than ENM services. It does not seem necessary for the same conditions to be placed upon an EMN de-registering, given that the obligation to appoint the ENM sits with the ENO to ensure those aspects are managed. Since an ENM is not likely to have an ongoing daily operational role the changeover is unlikely to have a substantial impact on market operations. However, there are substantial operational issues associated with the changeover of an MC/MP/MDP and these should be contemplated in the conditions of deregistration. Therefore it is more important to ensure that there are obligations on MCs, MPs and MDPs to ensure that service is continued through their process for deregistration as they do have ongoing daily operational roles.

Clause	Heading	Participant Comments Default & De-Registration Procedure
APPENDIX A	NOTICE OF BREACH	As a general comment: 1. The notices should also list who has received copies of the notice; 2. The notices could be simplified substantially by identifying the breaching party once on the notice and referring to them as 'the party' throughout the notice; 3. Beach notices should be uniquely identified; 4. Applicable market Participant ID s should be clearly stated.
APPENDIX B	METERING COORDINATOR DEFAULT NOTICE	Reference unique breach identifier Communication must include addressee's applicable participant ID(s)
APPENDIX C	NOTICE TO APPOINTERS	Reference unique breach identifier Communication must include addressee's applicable participant ID(s)
APPENDIX D	OUTCOME OF REVIEW	Reference unique breach identifier Communication must include addressee's applicable participant ID(s)
APPENDIX E	NOTICE TO AFFECTED PARTIES	Reference unique breach identifier Communication must include addressee's applicable participant ID(s)

4. Exemption Procedure (Metering Installation Malfunctions)

Please delete any rows where there are no participant comments

Clause	Heading	Participant Comments Exemption Procedure
		This procedure and the MDP SLP are inconsistent with the NER obligations, which state that NER 7.8.10(d): the *Metering Coordinator* must in respect of a *connection point* with: (1) a type 1, 2 or 3 *metering installation*, if a *metering installation malfunction* occurs to the *metering installation*, cause repairs to be made to it as soon as practicable but no later than 2 *business days* after the *Metering Coordinator* has been notified of the *metering installation malfunction*; or (2) a *metering installation* other than the installations referred to in subparagraph (1), if a *metering installation malfunction* occurs to the *metering installation*, cause repairs to be made to it as soon as practicable **but no later than 10 *business days*** after the *Metering Coordinator* has been notified of the *metering installation malfunction*.
	General issue with procedure	The procedures as described, when applied to the mass market, are unclear in the necessary process for identification of fault, rectification of fault and notice of fault to the MC and application for exemption. In addition, most meter faults in the mass market will be resolved by changing the meter, which will require an interruption notice to be issued to a customer, which will not be achievable within 10 business days. The number of faults, reporting of faults and requests for exemptions using the current processes are likely to be inefficient and generate a lot of unnecessary additional work and requests for exemptions. A likely timeline for the identification of a fault, request for a service order from the retailer and issuing of an outage notice to the customer will take longer than 10 days. The result is that almost every mass market fault will have an exemption notice submitted prior to the end of the 10 day period. EA suggests that both this procedure, the MDP SLP and the relevant Rules need review to ensure a more consistent and efficient process for the management of mass market meter faults.

Clause	Heading	Participant Comments Exemption Procedure
	General Issue – 4a Exemptions.	Visibility of the exemption type (e.g. Communications Failure, Customer Refusal) continues to be an area our business wants more detail and information on. We have noted in our response (see section 1.1 – Purpose and Scope), that this procedure would benefit from including an 'exclusions' section should these exemptions not be relevant to this specific procedure. Given the impact the 4a exemption type will have on various processes, we think it would be prudent to ensure this information was available and maintained in a location that can be used by incoming retailers so that they can quote customers correctly and efficiently. For instance • in the case of a customer moving into premises whereby the previous tenant had a 'refusal' exemption, it would be more practical and efficient for the new retailer to offer the new customer an offer related to a comms enabled Type 4 meter (i.e. exemption not needed anymore). • In the case of a customer moving in premises whereby a communications failure exemption applies, it would be ideal for the retailer quoting the customer to be aware of this detail so that they can advise the customer of correct pricing relevant to a Type 4a meter.
1	INTRODUCTION	We agree that the current MC should be responsible for submitting and managing any applications and providing updates, however the ***exemption*** should sit with the MP/MDP at the metering installation. It is possible for an MC to be churned during an exemption rectification process and it seems inefficient to require a new MC to commence making an application for a known issue which has already been submitted (and likely approved) for consideration. The NER requires the MC to obtain an exemption (7.8.10) but later requires the Metering Provider (7.8.20(c)) to provide the rectification plan. The Rule does not state that the exemption is issued to the Metering coordinator but rather must be obtained by the MC. Therefore, we believe that the procedure can allocate the exemption to the MP.

Clause	Heading	Participant Comments Exemption Procedure
1.1	Purpose and Scope	Can you please confirm whether this procedure will be used for type 4a communications exemptions? The current definition of Metering Installation Malfunction includes issues related to data collection and no other procedure has been published. If so, there should be further clarity to this procedure. If not, an exclusions section should be added stating that exemption for Type 4a related issues are not included.
2.1	Applicant	Given that a change of MC does not necessarily lead to a change of MP/MDP, (particularly in the case of a FRMP churn), we believe the exemption should be related to the MP on site. The exemption by definition grants the Meter Provider and the Meter Data Provider an exemption from meeting market and contractual obligations while the issue is being rectified.
2.4	Matters taken into Consideration	This should also indicate that no unsuccessful previous exemption application will be taken as a binding precedent. Each application must be assessed individually on its own merits.
2.5	Grant of Exemption	We believe that these clauses (a) to (c) are incorrect as the NER (Cl 7.8.10(c)) requires the Metering Provider, not the MC, to provide a rectification plan to AEMO: (c) If an exemption is provided by *AEMO* under this clause 7.8.10 then the *Metering Provider* must provide *AEMO* with a plan for the rectification of the *metering installation*. (i.e. this NER clause indicates that the exemption is associated with the Metering Provider and not the MC)

Clause	Heading	Participant Comments Exemption Procedure
2.6	Application Unsuccessful	Clause 2.6 indicates that an application may be rejected if sufficient information is not provided in the application, but, clause 2.3 indicates that AEMO may request additional information. We believe this wording should be corrected to indicate that an application will be rejected if criteria are not met and or if follow up information is requested but not provided within a certain number of days. Noting clause NER 7.8.10(c), EA believes that clauses 2.7 to 2.9 need revision to account for the MC is required to monitor and manage the MP, however the obligation and responsibility lies with the MP. Furthermore, we think it is beneficial if the procedure provided further clarity on what would **not** constitute a metering installation malfunction.
2.7	Extension to Exemption	Noting clause NER 7.8.10(c), EA believes that clauses 2.7 to 2.9 need revision to account for these items • EA believes the MC should monitor and manage the MP however the obligation and responsibility lies with the MP. • Inclusion of an obligation to ensure affected parties, in particular those not contracted to the MC, be kept informed of the situation.
2.8	Current MC's Obligations during the Exemption Period	Noting clause NER 7.8.10(c), EA believes that clauses 2.7 to 2.9 need revision to account for these items • EA believes the MC should monitor and manage the MP however the obligation and responsibility lies with the MP. • Inclusion of an obligation to ensure affected parties, in particular those not contracted to the MC, be kept informed of the situation.

Clause	Heading	Participant Comments Exemption Procedure
2.9	Expiry of Exemption	EA believes that • an exemption should cease once the MP has confirmed that the faulty metering component or metering installations is replaced/rectified. • the change of MC (without a change of MP or metering installation) should not void the exemption. • MP should be the owner of the exemption, not the MC.
3.2	Contents	The rectification plan needs to account for other regulatory requirements and timings that relate to rectifying meter installations. It is noted within this section that a shutdown may be required to rectify a metering installation. Depending on the customer requirements, it may not be possible to schedule a shutdown for a period, and in the case of small customers, without 4 business days' notice (unless by agreement).

5. MSATS Procedures: National Metering Identifier

Please delete any rows where there are no participant comments

Clause	Heading	Participant Comments National Metering Identifier
7.1	Datastream Suffix for Accumulated Metering Data	In discussion with industry it was suggests that consideration be given to assigning a data stream for reactive energy. (This can support substantial rollout of smart meters and the increased application of reactive energy tariffs) We have considered this at EA, and think there is benefit to including this now if possible.
10	NMI RULES	**Rule 2 – para 5 – *If an existing….*** EA has concerns about the implementation of this rule, which would require a network NMI to become an embedded network NMI and an embedded network NMI to become a network NMI in certain situations. EA believes that in general, NMIs should be abolished rather than having them move between LNSP responsibility and ENM responsibility for the following reasons: 1. Remaining obligations on the retailer; 2. To minimise the costs of implementing changes to network system validations; 3. Long term obligations imposed on ENMs and other participants; and 4. Movement of a NMI between connection points. 1. Under the National Electricity Retail Law, Div 3 R22, which states: 22—Obligation to make offers to small customers (1) A retailer must make an offer (a standing offer) to provide customer retail services to small customers for whom it is the designated retailer— (a) at the standing offer prices; and (b) under the retailer's form of standard retail contract. Note— This subsection is a civil penalty provision. We believe that in the situation of the NMI moving between LNSP and ENM with the roles retained, leads to the potential for the previous retailer (designated retailer) to be obligated to make an offer to that customer should they be unable to sign up with another retailer or back with the ENO.

Clause	Heading	Participant Comments National Metering Identifier
		EA does not believe that this is an acceptable obligation to be placed on any retailer. We believe that it would be cleaner for the NMI to be abolished so that the obligation assigned to the FRMP as the 'designated retailer' (and other market participants) would cease. 2. Cost of changing network system validations The implementation of the Embedded Network Manager was predicated on providing a clear management and responsibility for managing NMIs relating to Embedded Networks. The proposed requirement of having NMIs move between LNSPs and ENMs will require the LNSPs to implement further system changes to ensure they can validate the small number of unique NMIs which are moving between both environments. This will require substantial changes to LNSP systems which can validate a small number of unique NMIs rather than validating NMI blocks. There is no specific rule that requires NMIs to be maintained across LNSPs and ENMs. EA would suggest that a cost benefit analysis of the LNSP changes for such a small number of NMIs would not be worthwhile and therefore proposes that this obligation be removed. If NMIs move between LNSPs and ENMs then EA believes they should be made extinct and new NMIs created. 3. Long term obligations imposed on market participants. EA believes that by retaining a market NMI with the associated roles when a NMI is returned to the embedded network is not acceptable as this places various ongoing obligations on all those associated roles (see point 1). If that NMI was to be reactivated then those previous participants are likely to be affected by the market processes structure (e.g. CATS transfers etc.), metering obligations etc. when they may have no ongoing commercial interest in that NMI. Again, EA does not believe that it is appropriate to require long term obligations to be retained by market participants in this situation. 4. Movement of a NMI between connection points In clause 1.1 AEMO has stated that: The *NMI* is a unique identifier for each *connection point* When a NMI is no longer connected to the LNSP network, but rather is supplied through the Embedded Network parent connection point or vice versa, it would be reasonable to argue that a connection point has changed, which supports Rule 1:

Clause	Heading	Participant Comments National Metering Identifier
		A NMI cannot be changed or reallocated to another connection point As such, EA believes that it is more appropriate for NMIs which move between an embedded network and an LNSP to be extinguished thus ensuring clarity of the NMI connection and closure of all associated roles. We acknowledge that for this suggestion to work long term for the market, access to abolished/historical data would be required in the case there was a need for back billing. **Rule 3** Rule 3 doesn't work in all instances – e.g. Allocate NMI for new connections. Further, this procedure is for allocation of NMI, not communications between participants and it is not appropriate for this procedure to attempt to deal with such matters. The clause at best should refer to MSATS transactions only, but these are covered in other AEMO procedures and are not necessarily relevant to this procedure.
12	EXAMPLES OF NMI APPLICATION – INTERVAL METERING DATA	The diagrams would be more useful if the NMI and registers were shown within the diagrams instead of outside the diagrams. For ongoing consistency diagrams should only show alphanumeric NMIs where they are associated with wholesale points.
15.1	Common Requirements across the NEM	EA has concerns about the common requirements for NMI allocation to unmetered loads. The ability to correlate the physical connection point and associated load is quite difficult when there is only a single NMI for a large number of assets. EA would prefer that the convention that exists for meter loads be continued for new unmetered loads (not street lighting) connected within the NEM. That is, each separate connection point has a NMI. This will ensure that devices associated with each connection pointy are identified and allocated to the correct parties for settlement and more appropriately supports loss calculations for each LSNP. EA believes that by allocating NMIs to each connection point a substantially better correlation of connection and associated assets will be achieved.

6. Qualification Procedure

Please delete any rows where there are no participant comments

Clause	Heading	Participant Comments Qualification Procedure
1	INTRODUCTION	Does automatic registration in these roles apply to existing participant / participant categories i.e. is there any reason an existing retailer could not seek immediate accreditation as an Embedded Network Manager ?
2.2	Pre-Reading	The list of documents in the first table in this section relating to the B2B Procedures is likely to be inaccurate following the commencement of the B2B consultation. Furthermore, Embedded Network Managers are technically not required to become B2B participants.
3.3	Application Fees	EA considers the user pays principle to be appropriate, but does believe that the clause should indicate that costs (e.g. any amounts or disbursements charged by AEMO) should be **reasonable**.
3.6.1	General	EA questions why an ENM would require access to the B2B ehub. They may choose to use it, but EA does not believe that they are required to use it.
3.6.4	Applicant System Testing	This section and further sections seem is to be very highly directed to participants with market systems (e.g. MP/MDPs). The system requirements for an Embedded Network Manager are likely to be far less substantial and EA believes that these sections and section 3.7 should be reviewed for a more appropriate process for an ENM.
3.7	Independent Review	This section and further sections seem is to be very highly directed to participants with market systems (e.g. MP/MDPs). The system requirements for an Embedded Network Manager are likely to be far less substantial and EA believes that these sections and section 3.7 should be reviewed for a more appropriate process for an ENM.

7. Service Level Procedure – Embedded Network Manager

Please delete any rows where there are no participant comments

Clause	Heading	Participant Comments Embedded Network Manager
3.1	Systems and Interface Requirements	We would like to understand what requirements and processes require an ENM to establish and maintain a B2B interface? If an ENM choses to be a B2B participant, then we would expect any obligations to arise from becoming a B2B participant. Our understanding is that the ENM role fundamentally facilitates the NMI creation via AEMO so that the customer can access competitive offers from other retailers. This transaction does not necessarily require B2B interfaces and as such, if was imposed, would create a potential opportunity whereby ENMs may need to increase their service costs to operate. We believe these additional service costs would be passed onto the ENO. This appears to be inefficient as there is no specific need for ENMs to have and maintain B2B interfaces. While an ENM may provide information to another participant, it would be expected that that the information is provided according to privacy provisions and appropriate provisions of commercial confidentiality as part of that party's functions within the NEM.

Clause	Heading	Participant Comments Embedded Network Manager
3.2	Embedded Network Information	**Clause (a)** Questions regarding the need of clause (a). A retailer who becomes responsible for a child connection point will be required to appoint a metering coordinator for that point. Surely that metering coordinator would be responsible for maintaining information relating to the metering installation at that point, whereas the parent FRMP MC will be responsible for the market meter for the parent. **Clause (f)** This clause seems overly bureaucratic and far too onerous. EA would expect any business to maintain the appropriate and relevant correspondence for the role, participants and associated functions, not correspondence with **all persons**.
4.3.1	Market Exit	The obligations for market exit and strongly support the NMI being end dated after the work has been done to remove the NMI from the market. Clause (c) - Current roles will have to be removed from the NMI. There will be no FRMP or MC or MP/MDP. EA rejects this procedural element as the market participants' obligations will have ended it when the NMI returns to the Embedded Network.

8. Unmetered Load Guideline

Please delete any rows where there are no participant comments

Clause	Heading	Participant Comments Unmetered Loads

9. Other Issues Related to Consultation Subject Matter

Document	Clause	Heading	Participant Comments