

Table 1 – Retail Electricity Market Procedures – Glossary and Framework

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

No.	RESPONDENT	CLAUSE	HEADING/ DEFINITION	PARTICIPANT COMMENT	AEMO RESPONSE						
1.	AGL	1.3	Related AEMO Documents	Throughout the response to package 2, AEMO has stated that various documents are identified and linked in section 1.3 of this document, however, many are not identifiable or discrete documents. For example – <ul style="list-style-type: none"> Guidelines for the Clarification of the National Measurement Act Guide to the Role of Metering Coordinator RoLR Procedures etc Could AEMO please review the agreed changes and ensure that procedures have been updated accordingly.	AEMO will add any missing documents.						
2.	Origin Energy & Red and Lumo	2.4	Guidelines for the Clarification of the National Measurement Act	Provide link or location of where to find this document on AEMO's website.	See section 1.3						
3.	Red and Lumo	2.3.3	Special and Technology Sites	Related documents section 1.3 has note been updated with this document title or location. We requested this change in the first round consultation. See feedback on clause 2.4 (below) also: <table border="1" data-bbox="914 968 1961 1052"> <tr> <td>10.</td> <td>Aurora Energy & Red and Lumo Energy</td> <td>2.3.3</td> <td>Special and Technology Sites</td> <td>AEMO has published the Special and Technology Sites Document to fulfil this requirement. Is this a place holder for when this document is published? If so there also needs to be a link to this document in the Glossary and other relevant documents.</td> <td>The link is in section 1.3.</td> </tr> </table>	10.	Aurora Energy & Red and Lumo Energy	2.3.3	Special and Technology Sites	AEMO has published the Special and Technology Sites Document to fulfil this requirement. Is this a place holder for when this document is published? If so there also needs to be a link to this document in the Glossary and other relevant documents.	The link is in section 1.3.	AEMO will add any missing documents
10.	Aurora Energy & Red and Lumo Energy	2.3.3	Special and Technology Sites	AEMO has published the Special and Technology Sites Document to fulfil this requirement. Is this a place holder for when this document is published? If so there also needs to be a link to this document in the Glossary and other relevant documents.	The link is in section 1.3.						
4.	Origin Energy	2.6.6	RoLR Procedures	Provide location of NEM ROLR Processes document. AEMO's response noted as procedures have now been added to section 1.3.	See section 1.3						
5.	Red and Lumo & AGL	5	Access Requirements	Site access requirements specified in a Service Order through a B2B transaction or B2B notification to a participant. Red and Lumo Energy believe the above proposed amendments will not limit the definition to service order only as this can be provided through a Site Access Notification.	As noted by AEMO in response to a number of first stage submissions, AEMO is unable to make a substantive change to a B2B definition. This is a matter that should have been raised and addressed during the IEC's consultation. AEMO has referred this issue to the B2B Working Group for further action.						
6.	AGL	5	Appointment	Definition needs amendment as it can apply to one or multiple parties. Why is retailer called outs specifically, when many appointments are with DNSPs and Metering Service Providers; Suggest An agreement between an End User (or their agent) and a , a retailer and a Participant for the Participant to perform requested work at a specified time.	See response to item #5.						
7.	Red and Lumo	5	Appointment	An agreement between an End User (or their agent), a retailer and a Participant for the recipient Participant to perform requested work at a specified time. Red and Lumo Energy believe the above proposed amendments are more concise and clear and enables the term to become more broader in that multiple participants involved (MP and MC to DB and retailer to DB, MP or MC).	See response to item #5.						
8.	AGL	5	B2B transaction	This definition needs further work, as a B2B transaction can come in many forms, including paperwork An aseXML realisation of a Business Document. A communication between two parties using agreed methods.	See response to item #5.						
9.	AGL	5	BusinessAcceptance	Suggest update definition A Business Signal indicating acceptance of a B2B transaction	See response to item #5.						
10.	Red and Lumo	5	BusinessAcceptance	A Business Signal from the Recipient indicating acceptance of B2B Document to the Initiator	See response to item #5.						

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11.	Red and Lumo		BusinessReceipt	A Business Signal to the Initiator indicating that a Business Document has been received via B2B and is readable	See response to item #5.		
12.	AGL	5	CATS	<p>AGL notes that in the recent response from AEMO that AEMO stated that: Abbreviations are not listed separately in the Glossary. There are a variety of abbreviations listed within the glossary: Eg CATS, CSV, DLF, NMI etc. Definition of CATS</p> <table border="1"> <tr> <td>CATS</td> <td>Consumer Administration and Transfer Solution, a part of MSATS.</td> </tr> </table> <p>Can AEMO please further explain where abbreviations will and will not be used as this seems to be a contradictory response.</p>	CATS	Consumer Administration and Transfer Solution, a part of MSATS.	There are no separate listing of abbreviations. CATS is defined but the Consumer Administration and Transfer solution is not separately listed. This has been used consistently throughout the document.
CATS	Consumer Administration and Transfer Solution, a part of MSATS.						
13.	AGL	5	Serviceorderrequest	<p>This definition is not quite correct – a service order could be to undertake works which impact multiple connections points – eg area isolation. Suggest: A B2B Communication for a service to be performed at a connection point. by the recipient.</p>	See response to item #5.		

Table 2 – Metrology Procedures – Part A

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

No.	RESPONDENT	CLAUSE	HEADING/ DEFINITION	PARTICIPANT COMMENT	AEMO RESPONSE
1.	Ausgrid	11.2.1	Deemed Network Devices	<p>ABS agrees with the intent of this clause. However, suggests the addition of the following sentence:- 'Network devices may be identified and listed by each LNSP in documentation or other contractual arrangements between the LNSP and other participants.'</p>	<p>DNSPs are free to publish information on what they consider may be a Network Device, for consideration by other parties, however any such list does not override the NER definition of 'network device'. Accordingly, the suggested text is unsuitable.</p>
2.	Endeavour Energy	12.2.1	Deemed Network Devices	<p>Procedural improvement: We note that AEMO's feedback has emphasised the use of the word 'define' in our suggestion and has decided not to accept our suggestion. We wish to clarify that our intent is not to re-define the definition of network device but to list what network devices we have installed in our network area. Providing such a list will help metering providers be familiar with the different types of network devices in our area and minimise any inadvertent removals. We have used the word 'list' instead of 'define' in our new suggested rewording: "AEMO does not consider there to be any circumstances where it is necessary for AEMO to deem certain devices on a network to be network devices, for the purposes of clause 7.8.6 of the NER. For the avoidance of any doubt this does not prohibit the LNSP's right to list what devices installed at a metering installation are network devices provided that it aligns with the definition in the NER"</p>	
3.	Origin Energy	12.1	Preliminary Requirements	<p>Extend clause to whichever party removes equipment. When a meter is removed the party who undertakes the work needs to ensure they are returned to the asset owner and a final read is to be taken. AEMO's response noted.</p>	<p>The MC is responsible for the metering installation, including the actions undertaken by its appointed service providers. AEMO considers the requirements for the MC in this section to be reasonable. Specific requirements for the collection of metering data are provided in the Metering Data Provider Service Level Procedure (section 5), and as highlighted in the Ausgrid submission, are supported by the Metering Provider Service Level Procedure (section 4.3). AEMO does not consider there to be gaps in obligations for the collection of metering data, or for the return of metering equipment on removal of a metering installation.</p>

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NO.	RESPONDENT	CLAUSE	HEADING/ DEFINITION	PARTICIPANT COMMENT	AEMO RESPONSE
4.	AGL	11.2	Network Devices	<p>The NER CI 7.6.8 states:</p> <p>Network device procedures</p> <p>(i) AEMO must develop and maintain procedures that apply to:</p> <p>(1) Metering Coordinators and Local Network Service Providers and which specify when an existing metering installation that is to be replaced by a Metering Coordinator may be a network device for the purpose of this clause 7.8.6;</p> <p>AEMO has made the following statement:</p> <p>AEMO is stating that it will not deem any further equipment as ‘network devices’ other than what is specified in the NER.</p> <p>Regardless of whether AEMO is deeming any further devices as network devices or not, does not meet the Rule requirement on AEMO to develop and maintain a procedure which applies to MCs and network devices.</p> <p>Further, CI 7.8.6 is rather broad and does not provide the degree of clarity that would make the myriad activities and operational processes related to Network devices efficient for the market.</p> <p>AGL also considers that AEMOs statement by AEMO</p> <p>The criteria for determining whether a device is a network device is provided in the NER. The LNSPs do not have any right to ‘define’ what devices are ‘network devices’.</p> <p>The NER definition is quite broad and does not specify the form of device only the capability. Therefore any device installed by a network which meets any of the criteria defined within the NER is a network device. This will obviously lead to unnecessary processes between multiple parties.</p> <p>It is far more efficient for there to be an industry process which provides guidance to all parties.</p>	<p>AEMO disagrees and considers that the clause does meet the requirements of the NER.</p> <p>Whilst AEMO considers that the requirements of the NER with respect to Network Devices are clear and that other documentation required by the NER, such as the standard terms and conditions under which the DNSPs are required to publish as specified in NER 11.86.7 may further assist parties with identification and management of network devices, participants are free to develop their own material if they consider that efficiencies of process can be obtained.</p>
5.	UE	3.4	“x” values – Calculation and Use	<p>This is the last opportunity for full clarification of the x values in the Metrology Procedure. The upper limit of x applies to type 4A meters and not just type 5. (See NER Table S7.4.3.1 in the 1 Dec 17 version of the NER).. In the absence of a jurisdictional decision to the contrary, it appears that there is only one value x which applies to both meter types, and so it should be included here.</p> <p>UE Recommendation: The first part of 3.4 (as) should read :</p> <p>For connection points with a type 5 and 4A metering installation,.....</p>	<p>AEMO does not have the power or authority to publish an ‘x’ value for type 4A metering installations, other than as described within the NER.</p>

Table 3 – Metrology Procedures – Part B

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

NO	RESPONDENT	CLAUSE	HEADING/ DEFINITION	PARTICIPANT COMMENT	AEMO RESPONSE
1	UE	2.3	Jurisdictional metrology material	<p>UE are disappointed that the expected second round of more material jurisdictional metrology changes has not occurred as yet, and as a result is not included within this consultation. This has meant that opportunity to address errors in Metrology Part B has been missed. In the absence of that process, UE wants to point out that , the table in 2.3 (c) references a Schedule 8 of the MDP SLP which no longer exists from 1 Dec 17</p> <p>The table should refer instead to estimates not being required where the actual data or substituted data is available to meet the settlements calendar and are not required up to the next scheduled read date.</p>	<p>Noted.</p>

Table 4 – Service Level Procedure (MDP)

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

No.	respondent	clause	heading/definition	participant comment	AEMO Response
1	AGL	2.1	Metering Data Services	<p>In the previous round AGL suggested that there should be an obligation to report illegal usage. AEMO responded by saying that;</p> <p>AEMO considers that this requirement is outside the scope of the SLP. However, there is nothing in the procedures that prevents parties from agreeing to provide such notice, in their commercial agreements.</p> <p>AGL believes that this is an appropriate obligation for an MP/MDP and points out that as a local retailer AGL is directly impacted for sites with other retailers, where AGL will not have a commercial agreement for that site.</p> <p>AGL has repeatedly suggested that obligations such as these, which affect parties outside the commercial arrangements, do belong in these procedures.</p>	AEMO's response remains consistent with comments made in 1st round submission response.
2	Jemena	2.2	Insurance	How does this requirement apply to a Default MC in Victoria within the distribution business ?	<p>If the MDP, MP & MC are the same entity, a single insurance policy that covers the operations of all roles will satisfy the insurance requirements under the MDP SLP and MP SLP provided the level of insurance applies 'per occurrence'. A note has been added to the MDP SLP and MP SLP and the Guide to MC Registration to clarify.</p> <p>The same applies where the MC role is being carried out by an LNSP. Their insurance policies need to note all functions the insured is performing.</p>
3	Origin Energy	2.2	Insurance	Require clarification as to whether the \$10mil covers both MP and MDP services or is it \$10mil each. AEMO's response noted. Does this also include an MC that operates under the same business?	
4	AGL	2.2	Insurance	Noted , but How does this apply to an MC inside the same business? Is their insurance separate or part of the same policy ?	
5	Red and Lumo	2.2	Insurance	Red and Lumo Energy support the amendments as per our comments to first stage consultation feedback.	
6	UE	2.2	Insurance	UE appreciates the clarification of the MP/MDP may have a combined insurance where they are the same entity. It would be useful if this clarification also extended to the MC role in the case of LNSP MC's.	
7	AGL	7	Quality Control	In respect of sharing AEMO audit reports, it is not clear whether the AEMO audits of MP/MDP will be provided to the MC who is responsible for the MP/MDP. If they are the same organisation, the point is moot, but if they are separate organisations this potentially leaves the MC with liabilities they are unaware of.	AEMO will provide the audit report to the party that is audited. The MC can contract to receive this information.
8	Citipower/Powercor	3.12.4	Delivery of Settlements Ready Data	CitiPower Powercor supports the proposed new sub clause (d) to allow data to be provided more frequently to AEMO than the weekly settlements calendar i.e. data can be provided daily. The clause should also clarify that where actual and substituted data is provided for weekly settlements or more frequently then metering data estimation is not required. This is consistent with current clause 6.11.10. CitiPower Powercor recommends adding the following to clause (d): "and estimations in accordance with 3.11 are not required."	AEMO understands that this relates to the Victorian Order in Council. These matters will be considered in the order.

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9	UE	3.12.4	Delivery of Settlements Ready Data	UE supports the proposed new sub clause (d) to allow data to be provided more frequently to AEMO than the weekly settlements calendar i.e. data can be provided daily. The clause should also clarify that where actual data or substituted data is provided for weekly settlements or more frequently then metering data estimation is not required. This is consistent with current clause 6.11.10. UE suggest adding the following to clause (d);"and estimations in accordance with 3.11 are not required."	Please see AEMO's response to comment #8.
10	Origin Energy	3.12.4	Delivery of Settlements Ready Data	Make reference to section 1.3 as it provides link on where to find data delivery calander. AEMO response noted.	AEMO considers the link provided in section 1.3 is sufficient. Additional reference is not required.

Table 5 – Service Level Procedure (MP)

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

No	RESPONDENT	CLAUSE	HEADING/DEFINITION	PARTICIPANT COMMENT	AEMO RESPONSE
1.	AGL	2.2	Sub-Contractors	The NER (CI 7.3.2(a)(2)) specifies that the MC appoints the Metering Provider (MP1) and must allow another person to appoint a Metering Provider (MP2) to install t If not, then are there any obligations on the MC or appointed MP (ie MP1) in regards to the new MP (ie MP2) ?he metering installation. If another person appoints a metering provider who is not the MP appointed by the MC (ie MP1), then is this other MP (ie MP2) a sub-contractor of the MC appointed MP (ie MP1).	This is not an appropriate question for the submission. AGL should seek its own legal advice on this issue.
2.	UE	2.3	Insurance	UE appreciates the clarification of the MP/MDP may have a combined insurance where they are the same entity. It would be useful if this clarification also extended to the MC role in the case of LNSP MC's.	AEMO responded that if the MDP, MP & MC are the same entity, a single insurance policy that covers the operations of all roles will satisfy the insurance requirements under the MDP SLP and MP SLP. A note has been added to the MDP SLP and MP SLP and the Guide to MC Registration to clarify. The same applies where the MC role is being carried out by an LNSP. Their insurance policies need to note all functions the insured is performing.
3.	Ausgrid	4.2 (a) (ii)	Metering Data Validation Requirements	There is no change to this clause.	Noted
4.	Vector	4.2 (a) (iii)	Metering Data Validation Requirements	This clause refers to section 13.5 in MET A. The section has been renumbered and should refer to 12.5.	Noted. Procedure updated
5.	Ausgrid	4.3 (b)		Re-word:- 'provide a notice of completed metering installation work to the LNSP within 2 business days of the completion of the installation using the B2B 'Notice of Metering Works' transaction or an alternate format as agreed with the LNSP'.	AEMO considers that the obligations to use the B2B e-Hub and comply with the B2B Procedures is clear in the NER and that further commentary in this procedure is unnecessary
6.	Ausgrid	4.3 (b)	Table 1	Add 'Phases' to the mandatory information to be provided to the LNSP. The information provided by the metering provider should include the number of phases on the installed meter.	We do not see at this stage of the consultation process the consideration of additional items is appropriate, especially as it would not appear to be a critical item of information that a Metering Provider would need to provide to the LNSP on the occasion of a Meter Churn.

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7.	UE	4.3 (b)	Notifications following metering installations	<p>UE note that the NER requires 7.2A.2 (a) requires MPs to comply with the B2B Procedures and (b) allows some parties to vary away from the B2B procedures but only subject to agreement. The MP is not one of the listed parties in (b) and hence the B2B Procedures would apply. UE suggest that this position be clarified in MP clause 4.3 (b) to reflect the requirements that MPs must comply unless there is an agreement to the contrary. It is important that the volume of meter churns once competition commences is not subject to bespoke to transactions which ultimately will impact meter data quality and network and customer billing. This would be an inefficient outcome and would result in increased costs to customers.</p> <p>(b) provide a notice of completed metering installation work to the LNSP within 2 business days of completion of the installation with the minimum content requirements provided in Table 1, and in a manner consistent with the B2B Procedures unless an alternative a format has been agreed with the LNSP.</p>	<p>AEMO considers that the obligations to use the B2B e-Hub and comply with the B2B Procedures is clear in the NER and that further commentary in this procedure is unnecessary.</p>
8.	Endeavour Energy	4.3.b	MSATS updates and notifications following Metering Installation Commissioning	<p>Procedural improvement: We note AEMOs' feedback is for us to refer to the response in the final determination of Pack 1. We wish to highlight that at the time of Pack 1 there was a view that any obligation to use B2B should be in the B2B Procedures. However during the review of the B2B Procedure it was decided that such obligations were not appropriate in the B2B Procedures and should be in other procedures or regulatory instruments. Given that this is an obligation on the MP we believe that it is appropriate that this obligation sits in the SLP MP document. We note that stipulating the MP to deliver a NOMW via B2B is similar to the obligation that a MDP has to deliver metering data via the B2B e-hub (clause 3.12.5 of the SLP MDP).</p> <p>We wish to resubmit the obligation in clause 4.3.b should be updated to make it mandatory for the Metering Provider to notify the LNSP of metering work using the NOMW transaction as per the B2B procedure. This new B2B transaction was created with the support of the MC/MP representatives on the B2B Working Group because they wanted a national electronic format. We suggest rewording clause 4.3.b to:</p> <p>The impact if the NOMW is not mandated is that each network provider would need to develop a solution to manage a bespoke notification from the MP or the MP would need to provide the notification as per the requirements of each LNSP. Either scenario is inefficient and prone to error if manual intervention is required. "Provide a Notification of Metering Work transaction as per the B2B procedure to the LNSP within 2 business days of completing any works on a metering installation unless agreed otherwise with the LNSP"</p>	<p>AEMO considers that the obligations to use the B2B e-Hub and comply with the B2B Procedures is clear in the NER and that further commentary in this procedure is unnecessary</p>
9.	AGL	4.4(c)	Meter Churn	<p>As raised in the previous response, the obligations on the new MP undertaking a meter installation which do not have remote acquisition do not cater adequately for customer refusal of comms (new NER 7.8.4) or the option to restore meter comms. Suggest that the new MP should ensure that they confirm if the remote acquisition was removed as a result of customer refusal and whether or not that situation has changed prior to installing the new meter. If this is considered unnecessary, then it has to be asked what the purpose of contacting the current MP per clause (i) is - other than requesting a final read.</p>	<p>Clause 4.4(c) has been corrected to require the New MP to contact the Current MDP, rather than the Current MP, and notify them of the pending churn, and new roles. This notification has the purpose of informing the data collector that any scheduled readings are unlikely to be successful (as the metering will have been replaced), that data from the removed metering will need to be collected via whatever methods the MDP has at its disposal (e.g. awaiting the return of the device to a designated address to enable the meter reading or data download to be performed), and knowing the New MDP who will be involved in the management of metering data on the meter churn day.</p> <p>Metering Coordinators are responsible for managing the conditions under which a type 4A has been installed and where it needs to be altered to a type 4 and upon appointing a New MP, the Metering Coordinator may wish to facilitate the exchange of information regarding the nature of a 4A metering installation. This is not a matter for the MP SLP.</p>
10.	AGL	6.3	Audits	<p>In respect of sharing AEMO audit reports, it is not clear whether the AEMO audits of MP/MDP will be provided to the MC who is responsible for the MP/MDP. If they are the same organisation, the point is moot, but if they are separate organisations this potentially leaves the MC with liabilities they are unaware of.</p>	<p>AEMO will provide audit reports to the party who is the subject of the audit. An MC who wishes to appoint an MP or MDP can consider requiring those parties to make AEMO audit reports available for their review in their commercial agreements.</p>

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11.	Ausgrid	New	New	The service level procedure needs to stipulate the process used by metering data providers to ‘fill the gap’ between any newly created created suffixes and the preceding midnight boundary. Whilst the meter churn scenarios clearly indicate the need to provide ‘zero load final substitutes from the start’ of the day to the meter installation time, there is no such obligation to complete the same process where a new metering installation is installed on a greenfield NMI.	AEMO believes this is out of scope of this consultation. The MDP SLP details all data requirements.

Table 6 – MSATS Procedures - CATS

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

	RESPONDENT	CLAUSE	HEADING/ DEFINITION	PARTICIPANT COMMENT	AEMO RESPONSE
1.	Energy Australia	N/A	Objection Rules	<p>EnergyAustralia is seeking clarity on the use of the CATS objection code RETRO, particularly the valid application for CR6301 and CR6801 transactions.</p> <p>Procedural documentation does not prescribe when the Current RP may legitimately object to a retrospective change request. RETRO is defined only as “Participant does not agree to a Retrospective Change”. While our understanding is it would be inconsistent with an MC’s role in the market to use an MSATS objection code to prevent a retailer from exercising their rights or obligations to appoint an MC in MSATS, the current definition of RETRO appears to allow this.</p> <p>This is concerning given that a Current FRMP is entitled to use a CR6301 or CR6801 transaction to appoint a New MC with a Proposed Change Date of “Today”. EnergyAustralia requests confirmation that the Current RP (MC) cannot object to such a transaction, simply because it does not agree to a Retrospective Change. EnergyAustralia would be grateful if AEMO could include additional context for the RETRO objection code, including circumstances when it can be used, to avoid any confusion. EnergyAustralia would like to ensure that the use of RETRO objection code does not hamper the intent of metering contestability or providing a positive customer experience.</p>	AEMO considers that there might be a benefit in further defining the use of the RETRO code should it be used to block legitimate role changes without due cause, however any such definition would need to be subjected to full consultation and as a result, it is not possible to introduce this issue at this stage of this consultation. This will need to be addressed as part of the next consultation to amend this document.
2.	Endeavour Energy	2.3	Local Network Service Provider	<p>Procedural improvement: The obligation to initiate a Create NMI Change Request is dependent on successfully processing a valid request by a FRMP. Invalid requests will be rejected and a Create NMI Change Request will not be initiated. To remove any doubt we suggest rewording clause 2.3.a to:</p> <p>“Initiate a Create NMI Change Request within 2 business days of successfully processing a valid request by a FRMP, or of the mandatory information required by the Change Request becoming available, whichever is the later.”</p>	This provision is clear. AEMO sees no reason to replace an objective test of compliance with a subjective one, which is what is being proposed.
3.	Origin Energy	2.3	Local Network Service Provider	The change to this section refers to updating the NMI status code to X in the case of a connection point moving to an embedded network. As such wording should be changed to “action a NMI allocation request by FRMP” as LNSP cannot create NMI without it.	AEMO considers that the proposed text is not required. As per current wording, the LNSP cannot create a NMI without a request from the FRMP.
4.	AGL	2.3	Local Network Service Provider	<p>Clause 2.3(a) Improvement suggestion – should state that this obligation does not apply to NMIs requested in Embedded Networks, as the term LNSP is used in some circumstances and documents to include functions within embedded networks.</p> <p>In an embedded network the LNSP is the Embedded Network Operator, who is not responsible for NMI creation, but rather the Embedded Network Manager (ENM) is responsible.</p>	This is unnecessary as there is a separate section addressing embedded network issues.
5.	AusNet	2.4	Metering Data Provider	<p>AusNet Services considers that changes proposed in section 2.4(p) requiring updates of the Next Scheduled Read Date (NSRD) on a daily basis are unnecessary and inefficient. Meters made capable of remote acquisition in accordance with 7.8.9(b) of the NER read on a daily basis and signified with the read type code of RWD should not be required to update NSRD.</p> <p>We believe that the Victorian government is amending 7.8.9(b) to make it apply to VIC AMI meters to achieve policy outcomes. AEMO is well apprised of this development. Further, the metering fleets in other jurisdictions installed under 7.8.9(b) is read on a daily basis. Energy Australia, AGL, Aurora Energy and AusGrid submissions to the first round of Consultation also identified this matter and suggested similar changes.</p>	The enablement of Victorian government policy outcomes is a matter for the proposed Order in Council. AEMO does not consider it appropriate for this or any other procedure to address these issues.

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				<p>To enable Victorian government policy outcomes, and efficient operation in other jurisdictions, we strongly recommend not incorporating the proposed change as shown below with the red strikethrough (draft procedure changes are in orange).</p> <p>(p) For metering installations that are manually read, or have been made capable of remote acquisition in accordance with 7.8.9(b) of the NER, update the NSRD within two business days of a meter being read. There is no requirement to maintain the Next Scheduled Read Date NSRD for meters that are remotely read.</p> <p>Alternatively, we propose adding a provision to that excludes daily read meters from the requirement from updating NSRD by making the following amendment shown in green.</p> <p>(p) For metering installations that are manually read, or have been made capable of remote acquisition in accordance with 7.8.9(b) of the NER and are not being read daily, update the NSRD within two business days of a meter being read. There is no requirement to maintain the Next Scheduled Read Date NSRD for meters that are remotely read.</p>	
6.	Endeavour Energy	2.5	Metering Provider – Category B	<p>Procedural improvement: The obligation to update the Meter Register Status Code should apply for all metering installations. We suggest rewording clause 2.5.h to:</p> <p>“Update the Meter Register Status Code within 5 business days of a change in meter register conditions, including the remote de-energisation and remote re-energisation.”</p>	Agreed. Procedure updated.
7.	Ausgrid, Endeavour Energy & Citipower/Powercor	3.5	Change Request Status Life Cycle	Re-instate the arrow from ‘Pending’ to ‘Objection’ to support the existing ‘NOACC’ objection code.	Agreed.
8.	Ausgrid	4.12	Metering Installation Type Codes	<p>Re-word the note in the description of the ‘COMMS4’ metering installation type code to:- (Note: This is used for a type 4 metering installation installed before 1 December 2017 and for a large customer type 4 metering installation installed after 1 December 2017 that does not meet the minimum services specifications.) The wording of the descriptions should not prohibit the installation of a minimum services specification capable meter on a large customer.</p>	The proposed change makes the definition unduly restrictive, which is not appropriate.
9.	Endeavour Energy	4.18 (c)	Embedded Network Codes and Rules	Procedural improvement: We note AEMOs’ feedback to our suggestion and want to further suggest that AEMO should clarify in the notes how the DLF and TNI updates will be managed and who is responsible for managing the updates.	<p>The obligations on different roles to update the DLF and TNI codes will remain as set out in relevant procedures.</p> <p>Any mechanism, such as a report, created to assist participants in meeting their obligations will be communicated via a different process (e.g. system work stream).</p> <p>AEMO does not consider that these details are appropriate in the notes.</p>
10.	Origin Energy	4.18 (b) (iii)	Embedded Network Codes and Rules	Outlining a timeframe when the LNSP must liaise with ENM will keep the procedure consistent.	The obligation on the parties to liaise with each other is present today. As there have not been any issues raised relating to the timeframe of this obligation, AEMO proposes to leave the procedure unchanged and will re-visit this issue if it becomes problematic in the future.
11.	Ausgrid	4.11.3	Meter Register Status Codes	<p>Re-word the description of the ‘C’ and ‘D’ status codes to:- C Applies when a meter at a NMI is current and not disconnected. D Applies when a meter at a NMI is current and disconnected’. The removal of the word ‘remotely’ allows for the meter’s contactor to be operated locally if required and when permitted by jurisdictional rules.</p>	We are prepared to make this change on the basis that even though the NER don’t allow it today, they might in the foreseeable future, so future-proofing the definition makes sense.
12.	AGL	4.7	Objection Codes	<p>Noting the lengthy discussions being undertaken at this stage, AEMOs changes to Objection Codes and industries better understanding of how metering competition will operate the early review and consideration of the Objection Codes needs to be revisited.</p> <p>The removal of BADMETER in its current use, the change to CONTRACT for RP, but not MC and so forth, indicates that additional assessment of the Objection Code list and usage is warranted, and should have been done as part of this consultation.</p>	This matter was addressed during the Stage 1 consultation, but the table was not updated. We have merely updated the table on this occasion.
13.	AGL	4.7	Objection Codes	The objection code CONTRACT is used by parties to indicate the lack of a commercial arrangement between parties who are involved in the MSATS transaction.	This matter was addressed during the Stage 1 consultation, but the table was not updated. We have merely updated the table on this occasion.

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				<p>AGL Notes that the usage of the objection CONTRACT has been amended in this version to recognise a contractual arrangement between a large customer and an MC. However, AGL does not understand why one commercial arrangement (customer to MC) has been allowed for in the MSATS Objection Codes and why another arrangement is not allowed for (incoming FRMP to MC).</p> <p>AGL has noted the information paper from 12 May 2017, which deals with AEMOs decision to remove the CONTRCAT Objection from various CRs – which is the subject of current debate – and the removal from transfers in Queensland. The AEMO paper does not provide an adequate argument that supports AEMOs decision as has been demonstrated by the feedback received in the previous consultation cycle.</p> <p>In the previous round, AEMO rejected the amendment of the CONTRACT Objection Code for contractual purposes, ie when a FRMP did not have a contract with an MC, on the basis that</p> <p style="padding-left: 40px;">The NER does not provide the MC, MP or MDP with the power to block or delay a retailer transfer in the manner proposed.</p> <p>AGL notes that the appointment of the MC in the NER is predicated on the existence of suitable commercial arrangements in place – see NER section title 7.6.1 - 'Commercial nature of the Metering Coordinator appointment and service provision'.</p> <p>In order to win a customer, the incoming FRMP must appoint the incumbent MC for that connection point - Refer to NER 7.6.2. If there is no arrangement between the parties for that connection point, then that transfer should not be completed until the matter is resolved, or the transfer withdrawn.</p> <p>Therefore it is appropriate that there be an objection code for the instance when the MC has no contractual arrangements in place to service that incoming FRMP for that NMI.</p> <p>That is a consistent and equivalent use of the CONTRACT Objection Code to the one AEMO has proposed for the change of MC.</p>	<p>With regard to the proposal to enable an MC to object to a retailer transfer based on the whether the MC has established an agreement with that retailer, the explicit effect of such a proposal would be for the MC to be empowered to dictate which retailers the customer is able to switch to, or in the event that the MC does not wish to contract with any other retailer, prevent the connection point from ever switching retailer. Again, AEMO restates that the NER does not provide the MC, MP or MDP with the power to block or delay a retailer transfer in the manner proposed.</p>
14.	Red and Lumo	4.7	Objection Codes	<p>Red and Lumo understand that some participants may be recommending changes to the objection codes. We firmly believe that these changes are outside scope for an 'as built' consultation. These issues that have been raised must be dealt with post implementation, not in this late stage. Adding these changes to the scope at this late stage will add further risk to projects across the industry, which is unnecessary.</p> <p>Red and Lumo strongly object to any changes to objection codes. We recommend that AEMO include this for consultation in 2018.</p>	Noted.
15.	UE	4.7	Objection Codes	<p>UE is concerned that AEMO, through the removal of the use of objection codes within CRs in this consultation is not adhering to the spirit of the 'as built' principle. This will have the effect of requiring change in participants systems at a crucial time of the program. UE urges AEMO to reconsider these changes and defer them to a time when the impact of change will not be as severe.</p> <p>UE also argues that both legitimate and prudent to make provision for the expected changes in law in relation to the Victorian deferral and re-states our position that the definition of CONTRACT should be broadened to cater for situations that may arise from Victorian deferral, and that such a broadening will have no impact on the 'as built' principle.</p> <p>Again we recommend adjusting the definition of CONTRACT to read:</p> <p>Must only be used where an existing contractual (or jurisdictional) obligation takes precedence over the proposed change and OR a change of MC is proposed and the Current MC has been appointed in the Role of MC by a large End User.:</p>	<p>The suggested amendment to the definition of CONTRACT is not appropriate. Any jurisdiction issues in Victoria need to be addressed by the Order in Council, not this document.</p>
16.	Vector	4.7	Objection Codes	<p>VECTORAMS strongly disagrees with the proposed objection codes for role assignments in the CR1000 and CR6000 series of transactions. These are incomplete.</p> <p>POC reforms establish a competitive framework where participants appointment into market roles are given effect through commercial arrangements between the parties. Refer to NER '7.6.1 Commercial nature of the Metering Coordinator appointment', and NER '7.4.3 Nature of appointment of Metering Provider or Metering Data Provider'</p> <p>The acceptance, or otherwise, of a nomination into a Market Role reflects where parties have established commercial arrangements and where no arrangements are in place.</p>	<p>AEMO considers that all parties must operate within the requirements of the rules. The Objection Codes cannot be used to ensure that parties comply with their obligations nor can they be used to block parties from exercising their rights under the Rules. In the absence of specific examples from Vector, AEMO believes that the current Objection Rules reflect these principles.</p>

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				The current Objection codes for MSATS Change Requests do not support the situation where parties have not established commercial arrangements to provide services and services cannot/will not be provided.	
17.	Citipower/Powercor	7.8	Objection Rules	<p>CitiPower Powercor understands AEMO's position that the definition of BADMETER is not consistent with its use as currently defined in the Objection Rules. However, we maintain our position from the Initial Consultation submission that the changes proposed, including the changes to the rules that can use BADMETER do not meet AEMO's stated objective of making 'as built' changes as per the Notice of First Stage Consultation. We and other participants have not built any of these changes so these cannot be considered 'as built'.</p> <p>Changes to CATS Objection logic are going to have significant ramifications on participants PoC program build effort and testing of systems. Introducing the proposed changes will require participants to introduce scope changes to their PoC projects at a very late stage.</p> <p>CitiPower Powercor also notes that the current draft objection rules for CR's 1000, 1010, 1020, 1030 and 1040 offers no mechanism for:</p> <ul style="list-style-type: none"> • A New MPB who was incorrectly nominated in a role and who has no contractual arrangement with the MC (RP) to object to the change. • A Current MPB to object to the nomination of a New MC (RP) where they have no contractual arrangement in place with that MC. • A Current MC (RP) to object to the nomination of a new MC (RP) where Jurisdictional variations allow this. <p>We therefore strongly recommend that no changes be made to the Objection Rules at this late stage and that a methodical review of all of the objections rules in the CATS procedure be conducted post 1st December 2017.</p>	<p>The definitions and uses of the objection codes were consulted on during Work Package 1 which was published on 31 August 2016. Work Package 3 only includes corrections that are required to reflect these definitions in the objection rules of individual CRs.</p> <p>Participants have been informed of these corrections since May, the start of first stage consultation.</p> <p>Regarding commentary on when an MP can object to specific 1000 series CRs:</p> <ul style="list-style-type: none"> • If an MP is nominated incorrectly, they can arrange for the MC to correct the nomination retrospectively. AEMO does not consider that the incorrect nomination of an MP should prevent the progress of a retail transfer, particularly when the MC is obliged to appoint parties correctly, has the ability to object based on BADPARTY on the MPs behalf and that they can correct the role retrospectively in the event that an incorrect MP is nominated. • The MP does not have the ability in the NER to prevent a legitimate appointment of an MC. • Jurisdictional matters are for consideration in jurisdictional instruments. Any jurisdiction issues in Victoria need to be addressed by the proposed Order in Council, not this document. Objection codes are not a mechanism to prevent a party from breaching a rule, however in the case that an error is made, MSATS facilitates retrospective correction.
18.	UE	7.8, 8.8, 13.6, 14.6, 26.6	Objection Rules	<p>UE understands AEMO's position that the definition of BADMETER is not consistent with its use as currently defined in the objection rules – However UE continues to argue that the changes being proposed by AEMO, including the changes to the rules that can use BADMETER are not consistent with the principle that Work Package 3 is to be an "as built" change. To accommodate the changes that AEMO is proposing to objection rules, is without question, requiring some participants to change their systems at a crucial stage of the overall program and UE fails to see how this can be argued to be consistent with the 'as built' principle, when simply loosening the current definition of BADMETER will solve the problem, and would be consistent with the 'as built' principle.</p> <p>UE also notes that the current draft objection rules for CR 1000,1010,1020,1021 to 1029, 1030 and 1040 offers no mechanism for:</p> <ul style="list-style-type: none"> • A New MPB who was incorrectly nominated in a role and who has no contractual arrangement with the MC(RP) to object to the change. • A Current MPB to object to the nomination of a New MC(RP) where they have no contractual arrangement in place with that MC • A Current MC(RP) to object to the nomination of a new MC(RP) where Jurisdictional variations allow this (eg Victoria). [Note: Whilst the Victorian deferral is not yet in law. AEMO is well appraised of the intent and the expected timeframe for implementation, and so UE requests that AEMO considers and make provision for this change now]. 	

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				If AEMO do intend to require changes to participants' objection handling at this late stage of the program – then UE request that AEMO give proper consideration to the need for parties to legitimately object as listed in the bullet points above.	
19.	Vector	7.8	Objection Rules	<p>See general comments above 4.7</p> <p>As the CR10xx transactions series assigns both new FRMP and new MC on to an existing site, incumbent Service providers (MP/MDP) should be able to decline appointments where appropriate commercial arrangements are not in place and services will not be provided. Vector recommends that table 7-B should be updated to reflect where market roles will be accepted and service provision will be provided, or not.</p> <p>Table 7-B for the CR10xx series allows a Retailer to nominate a MC,MDP and MC. Current drafting indicates that only the 'new' MC (RP) can decline this appointment. As the nomination of the MC (RP) role in these transactions is mandatory, it is unclear if a MC who is already in the role before the CR is raised is treated as 'new' or 'current' but it is clear that as 'current' the incumbent MC cannot object this assignment. Vector recommends that this should be changed to allow the incumbent MC to object where FRMP who raised the Retailer transfer CR but does not have the necessary commercial agreements in place to underpin service provision. This should not cause any material issues as the FRMP has the right and the mechanisms to choose another MC.</p>	
20.	Red and Lumo	24.2	Conditions Precedent	<p>Red and Lumo raised this in the first round consultation, which was not included in the consolidated table. We consider that this should also explicitly cover off type 4A meters (which are manually read).</p> <p>(c) The metering installation is manually read (including where that meter is covered under 7.8.4 of the NER), or has been made capable of remote acquisition in accordance with 7.8.9(b) of the NER.</p>	AEMO considers that type 4A metering installations are already covered in this section as 4A metering installations are manually read metering installations.
21.	AGL	32.1	Application [6300 6301]	<p>AGL has concerns about a transaction which allows an MC to nominate themselves – even when contracted to a customer. If the customer contracts an MC, then they will have to amend their retail contract to allow for their own MC to be appointed.</p> <p>If the customer has signed a new contract with a retailer without consideration of a new MC, then again, the customer will have to re-negotiate either one or both contracts.</p> <p>Further, if an MC attempts to insert themselves using this transaction and a FRMP is not aware of any arrangement they have with a customer, the FRMP will object to the transfer as they will have a contract with the incumbent MC.</p> <p>Further, if the customer has negotiated a contract with the MC but not informed the FRMP, then again, either one or both contracts will need to be re-negotiated.</p> <p>In both instances, it is far more efficient to allow the FRMP to nominate the MC on behalf of the customer as part of the contract change process.</p>	<p>The Rules place the responsibility on the FRMP to ensure that an MC is appointed for a connection point.</p> <p>AEMO considers that to meet this obligation, the FRMP for a large site must have appropriate processes in place to allow it to be notified when the large customer is or is not planning to appoint its own an MC.</p> <p>AEMO does not consider this to be a valid reason to change this CR.</p>
22.	Red and Lumo	32.1	Application [6300 6301]	Red and Lumo understand that some participants are recommending changes to remove the MC's ability to nominate via this change request. Red and Lumo consider that the rules do not preclude an MC from nominating itself to be responsible for a meter and this should remain. Should AEMO consider otherwise, please provide information as to where the rules require this change.	Noted.
23.	Vector	32.1	Application [6300 6301]	<p>See general comments above (4.7) on Objection codes</p> <p>Table 32-B "CR6300 – Change MC & CR6301 – Change MC retrospectively" does not allow for the current MDP or MP to decline the appointment where no commercial arrangement with the new MC is in place and services will not be provided. As per the reasons stated above, where a contract with the MC does not exist the incumbent service providers must have the ability to object to this appointment. Vector suggests the use of objection code 'Declined' would be appropriate.</p>	<p>The NER does not provide the MP or MDP with the power to block or delay the appointment of a new MC.</p> <p>The MC is required under the Rules to have commercial arrangements with the MP and MDP.</p>
24.	ActewAGL	32.3	Initiating Roles	<ul style="list-style-type: none"> <input type="checkbox"/> Noted the responses from previous consultations, however my understanding of these new market procedures and rules was to improve competition in metering? <input type="checkbox"/> This Change Request is currently only for RP to create (nominating themselves) and POC was only meant to allow a FRMP to raise same. <input type="checkbox"/> Making this applicable for large sites only before an MC can nominate themselves is a schema change and outside the scope for an 'as built'. 	AEMO considers that the Rules do not prohibit an MC from nominating itself in MSATS once it has formed an agreement with the appointer to do so. This does not hinder competition between MCs and between the Retailers as suggested by ActewAGL.

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				<p><input type="checkbox"/> This will hinder competition between MC's and Retailers trying to provide a competitive edge. Hope that the new proposed Rule change is good.</p> <p>An MC would only create this Change Request on a notification (probably B2B) from a Retailer to churn, otherwise they would have no reason to trigger a CR or want to take on responsibilities they will not get paid for.</p> <p><input type="checkbox"/> Will AEMO put improved monitoring on the FRMP ensuring the MC is correct for their defined meter types? What timeframes will be in place allowing a non-affiliated LNSP MC to be the current MC for type 5 & 6 meters?</p>	<p>AEMO will continue to perform regular audits to ensure MPs and MDPs appointed by MCs have the appropriate accreditations for the metering installations at the sites. AEMO will also regularly review the MCs' registration conditions to ensure that the MCs meet their obligations under the rules.</p> <p>AEMO will not be performing any monitoring that has not been specified by the NER or procedures.</p>
25.	Origin Energy	32.3	Initiating Roles	Only a FRMP can initiate a CR to change the MC. This section states that the MC has the ability which impacts retailer visibility of roles as well as having potential contract issues with customers. Also note, there is a draft rule change being developed to address this issue.	Noted.
26.	AGL	32.4.	MC/Current FRMP Requirements	<p>AGL notes AEMO's response to the previous issue raised in regards to the CR 6300.</p> <p>AEMO has not been able to identify any material benefit of making the change proposed. The FRMP could only raise the CR legitimately if they had established an arrangement with the MC in which the FRMP could appoint the MDP on the MC's behalf.</p> <p>However, as this CR allows the MC to raise an MC change, the argument that the FRMP has established contractual arrangements (as above) is not valid. The issue with allowing an MC to raise an MC change is that it substantially impacts the FRMP / MC / Customer contract and is likely to lead to numerous objections market and numerous error corrections. All of which are inefficient and an unnecessary cost on the end user.</p>	AEMO maintains that all parties must comply with the rules and can only raise this CR if they are either the appointer or have a prior agreement with the appointer to do so.
27.	AusNet	32.6	Objection Rules	<p>AusNet Services is very concerned that proposed changes remove the use of BADPARTY objection code from the CHANGE MC (6300 6301) transaction, when we and other participants have already built systems to use this objection code in this transaction. The change preventing the use of BADPARTY objection is not consistent with the 'as built' principle, when broadening the current definition of BADPARTY will solve apparent inconsistencies, similar to amendment of the CONTRACT objection code.</p> <p>The use of BADPARTY objection code is important because it is the only code the current MC can raise in response to change MC transaction for a small customer's NMI. In Victoria until at least 2021, every change MC transaction raised for small customer's NMI will be in conflict with the rules. While the amending statutory instruments in Victoria are not yet law, AEMO is well apprised of the intent, drafting and expected implementation.</p> <p>Accordingly, we recommend not proceeding with proposed changes restricting the use of BADPARTY from from the CHANGE MC (6300 6301) transaction in the MSATS Procedures: CATS Procedures and instead broadening the definition of BADPARTY.</p>	Please refer to AEMO's response to comment #17.
28.	Ausgrid	32.6	Objection Rules	<p>Re-instate 'BADPARTY' to both CR6300 and CR6301 for the current MC. The definition of BADPARTY should be updated to include the incorrect nomination of the MC. This will result in constancy between the CR63** and CR68** series of change requests. ABS has already built and tested systems and this late change is significant and will impact market readiness.</p> <p>Add 'CONTRACT' to CR6301 for the current MC. This objection code is equally applicable to a retrospective change request as it is a prospective one. This will result in constancy between the CR63** and CR68** series of change requests.</p>	
29.	Energy Australia	32.6	Objection Rules	Does not prescribe when the Current RP may legitimately object to a retrospective change request. RETRO is defined only as "Participant does not agree to a Retrospective Change". While our understanding is it would be inconsistent with an MC's role in the market to use an MSATS objection code to prevent a retailer from exercising their rights or obligations to appoint an MC in MSATS, the current definition of RETRO does not appear to prohibit this.	AEMO agrees that the definition of "RETRO" objection code needs to be revised, however changing it is outside the scope of this Work Package. A full consultation would be required to make this change.
30.	Origin Energy	32.6	Objection Rules	<p>6300/6301 - BADPARTY deleted for FRMP (C) and RP (C).</p> <p>Concerned that by deleting BADPARTY for FRMP it will allow for an MC to nominate themselves without any ability for the FRMP to object. FRMP have no control over who the MC will be for a site.</p> <p>Origin wants to be able to object to an MC nominating themselves for a site.</p>	<p>The Rules place the responsibility on the FRMP to ensure that an MC is appointed for a connection point.</p> <p>AEMO considers that to meet this obligation, the FRMP for a large site must have appropriate processes in place to allow it to be notified when the large customer is or is not planning to appoint its own an MC.</p>

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					A retrospective change is available to the FRMP to correct an appointment raised in error.
31.	Citipower/Powercor	32.6	Objection Rules	<p>As per our Initial Consultation feedback, CitiPower Powercor strongly recommends the objection code of BADPARTY also be made available for use to the new RP (if nominated by a FRMP to be an MC).</p> <p>In line with the proposed change of allowing the FRMP to nominate the new RP (MC) using 6300 CR, the new RP also requires an objection code to use if it has been nominated in the role but wants to object to this nomination (i.e. a FRMP assigning the LNSP as the RP for a site with usage above 160MWh).</p> <p>CitiPower Powercor understands the DECLINED objection code may be valid in this instance but we currently do not use this objection code and changing this position would mean introducing new requirements to our PoC project. Introducing such changes will require additional cost to build and test and also introduce further complexity at a very late stage of our project. We also maintain our position from the Initial Consultation submission that the changes proposed not meet AEMO's stated objective of making 'as built' changes as per the Notice of First Stage Consultation. We and other participants have not built any of these changes so these cannot be considered 'as built'.</p>	Please refer to AEMO's response to comment #17.
32.	UE	32.6	Objection Rules	<p>UE continues to argue that the changes being proposed by AEMO, are not consistent with the principle that Work Package 3 is to be an "as built" change. UE believes that the objection code BADPARTY removed for the second round of WP3 consultation not consistent with the 'as built' principle and should be re-instated</p> <p>If AEMO do intend to require changes to participants' objection handling at this late stage of the program – then UE request that AEMO give proper consideration to the need for parties to legitimately object.</p> <p>For example UE notes that the current draft objection rules for CR 6300 to 6301 offers no mechanism for a Current MC(RP) to object to the nomination of a new MC(RP) where Jurisdictional variations allow this (eg Victoria).</p> <p>AEMO have responded in Appendix 1 with regard to the Victorian deferral as follows:</p> <p style="padding-left: 40px;">Regarding any potential Victorian order in council; any such instrument will be considered by AEMO following publication.</p> <p>Whilst the Victorian deferral is not yet in law. AEMO is well appraised of the intent and the expected timeframe for implementation, and UE believes that the prudent course of action would be for AEMO to consider it, if they still intend to depart from the 'as built' principle.</p>	Please refer to AEMO's response to comment #17.
33.	Vector	37.8	Objection Rules	<p>See general comments above (4.7) on Objection codes</p> <p>Table 37-B "CR6800 – Change Multiple Roles & CR6801 – Change Multiple Roles Retrospectively" does not allow for the incumbent MDP or MP to decline the appointment provide where no commercial arrangement with the new MC exists. Vector notes the proposed (new) Service providers can object on these grounds but the incumbents cannot. This is inconsistent. Where a contract with the MC does not exist the incumbent service providers must have the ability to object to this appointment so that market roles accurately reflect where services are provided. Vector suggests the use of objection code 'Declined' would be appropriate.</p>	AEMO considers that the Rules do not allow the incumbent MP/MDP to object to an appointment of a new MC by the FRMP or object to an appointment of a new MP/MDP by the MC.