B2B Procedures

- Service Orders
- Customer and Site Details
- Meter Data
- One Way Notification
- ~~RoLR Part B~~

~~Retail Electricity Market Procedures – Glossary and Framework.~~

CONSULTATION

CONSULTATION PARTICIPANT RESPONSE TEMPLATE

***Participant**: Metropolis Metering Services*

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1. Service Orders

New Clause No	Comments
General	i) There is no introduction or description of the general approach to SOs. It jumps from "this procedure is made under the NER, NERR and NEL" down to a list of "service order type and sub-type". There needs to be a description of what the document is achieving, and how. There needs to be clarity on what makes a SO, as distinct from a OWN or CSDN. How does this document fit into the broader "B2B" context? What is the problem SOs are solving? Some of this exists in the Glossary and Framework document, but insufficient for someone reading the B2B Procedures to understanding it. Maybe this is available in the "Explanatory Material", but it's not clear what will be retained going forward. ii) This document is very difficult to read and there is a very high level of correction, standardisation and referencing required. It is difficult to imagine that it will be completed to an appropriate level of quality after one set of feedback. iii) It is unclear why "notified" parties have been created in B2B. There does not appear to be any significant benefit, and the complexity of the solution is significantly increased. Indeed, there is nothing requiring the use of notified parties, so it's unclear why anyone would use this capability, even if it's made available. It should be noted that we currently have a situation where identical data is provided to multiple parties, and this is done without any "1-to-many" concept: MDN is provided from MDPs to DNSPs, Retailers, sometimes other MDP, customers, and authorised third-parties. This is performed without any issue. So, what is the purpose and benefit of "notified" parties in B2B?

1.2(c)	This section should be separate from the prior sections (a) & (b). Fix numbering.
1.2(c)	Why does the tech-spec overrule the B2B Procedures? Even odder, why do the "Technical Guidelines" overrule this procedure? The tech spec is produced based on these procedures.
1.3.1. (a)(i),(ii),(iii),(vi)	Why are these services explicitly excluded? It should be possible for these services to be requested and managed via the SO Process, even if there is no transaction set defined by the Procedures. Parties should be able to bilaterally agree to use the SO structure with a different payload for these services. MSATS is an appropriate exclusion. It would also be appropriate to note here that the Initiator needs to have an agreement with the Service Provider, and that the B2B Procedures do not fulfill this function.
1.3.2(a)	The term "Urgent" should be able to be used by parties to mean anything at all. The definition provided should be examples only.
2.	Possibly this section should be clarified to indicate that it is a series of template, example or "industry best practice" transactions.
2.1(b)	What does this mean? “Normal practice” is not defined. The clause doesn’t appear to add any value.
2.1(c)	Recommended use only, the word MUST shouldn't appear here. Parties can agree to anything.
2.1, Table 1, De-energisation	The term "methods include" is unclear. Are these expected to be sub-types? Are there more, or is this the full list?
2.1, Table 1	Why are some of the Description Of Use fields examples and others prescribing business rules on the service (eg, Temp Isolation limiting to 24 hrs), while others are actually a description of when the SO would be expected to be used? This should be standardised.

2.1, Table 1, Special Read	The B2B procedures cant differentiate between a DNSP and other Providers, so the Description must be changed.
2.1, Table 1, Meter Investigation	Remove (or reference) the rules on when a Retailer may request an investigation. Examples are good.
2.1, Table 1, Install Controlled Load vs Install Hot Water	What is the difference between these services?
2.1.1	Refers to "Appointment Notification". This is the first reference to it, and is a detailed diagram. This needs context.
2.1.1 Figure 1	It's unclear if the communications REQUIRE all the steps to occur, via the B2B hub. For example, if the Initiator does not send the final Business Acceptance/Rejection, the Recipient may choose to make a phonecall, clarify the situation, and never worry about the final notice (or manually close out the SO). In this case, would the B2B e-hub do anything?
2.1.1 Figure 2	It appears that Appointment Notification is a separate SO to all others. Is this accurate? Or is it embedded into a normal SO? Linking an appointment notification to a normal SOs may become problematic.
2.1.2(b),(c),(d)	Remove or reference, as they do not relate to the B2B communication but on the business processes.
2.1.2(h)	This describes business process, and should be removed. What value does a SO Request with an *ActionType* of "Replace" add? Isn't this just a totally new SO Request?
2.1.2(i),(k)	This is business process and should be removed or referenced.
2.1.2	In section (e), we refer to the *BusinessReceipt* for the SO Request. Why do we not mention the *BusinessReceipt* for the SO Response between (j) and (k)?
2.1.2(m)	This clause is redundant, as all SO's "...are only supported where he relevant parties have a bilateral agreement." This should be made clear well before this point in the document. (See General comment)

2.2(f)	This describes business rules, and should be reworded. What is the purpose of the "resend" action type, and how does this differ from simply sending another SO Request?
2.3(b)(ii), (iii)	These are outside the scope of B2B communications, and these clauses should be removed completely.
2.3(c),(d)	These are outside the scope of B2B communications, and these clauses should be removed completely.
2.4	This section is inappropriate, defining services and business processes for exception handling, not communications. The section should be removed or referenced.
2.5(a)	It is not allowed to provide different rules for different service providers, as such, this section likely needs to be removed.
2.6(d)	Why not? Every other transaction is provided to Notified Parties.
2.7(b)	This should be "may", not "must". Depends on business processes.
2.8	It is not clear what occurs if the participants conclude the SO process outside of the B2B process. For example, if there is no *BusinessReceipt* for the SO Response, the parties could resolve the SO by manual means. Both parties are happy, but there may be an outstanding SO in the e-hub.
2.9(c)	"By phone" needs to be removed, as it restricts communication methods inappropriately (EG, a Service Provider may provide an API to allow a SO to be cancelled directly into their field management system - which would be perfectly acceptable.)
2.9(c)(i)(C)	It appears that from this point onwards Replace has been included, as the process is similar to a Cancel. This doesn't really work. Replace should be referenced under 2.10 Updating a ServiceOrderRequest, not under2.9 Cancelling a ServiceOrderRequest.

2.11,12	Its unclear what detail would be required in a "Resend" type SO. Would this be JUST the original SOID? Or would it be the full content? Will this only go to the parties who have not provided positive BusinessReceipt?
2.13(c)	"Where the Initiator receives Service Paperwork or is required to provide paperwork to the Recipient..." should read, "Where the Initiator is required to provide paperwork to the Recipient..." The additional words do not add any meaning, but do add complexity.
2.13(d)	The second sentence should be referenced under 2.13(c)(ii), as an exception to that clause.
2.13(e),(f),(g)	These are alternative methods of handling paperwork. The communications are clearly defined, and this level of detail on how they are used is not necessary. Recommend that these be made "best practice" comments rather than attempting to enforce them.
2.13, Figure 3	No successful path in the diagram. Timing of "1-hour" and "end of next business day" need references.
2.13.1	Why is the use of *ExceptionCodes* under 2.13 Service Paperwork? Same for the rest of 2.13.xx.
2.13.2,3,4,5,6,7	Why are these specific service orders detailed, and not the others? • Allocate NMI • Re-energisation • De-energisation • Special Read • Supply Abolishment
2.13.2(b),(c)	Referencing required.
2.13.3	It is not allowed to provide different rules for different service providers, as such, this section likely needs to be rewritten. Almost every section requires referencing. Some sections (such as after hours work, and no-access) are applicable to both regulated and contestable service providers.

2.13.3(c)	This appears to break the rules in order to achieve an appropriate customer outcome. Referencing required. It is unclear what would be expected from a contestable provider where a transfer is in progress and a remote re-energise is requested, but logically the same thing.
2.13.7	This section appears to be a "best practice" guide, where to managing multiple conflicting SO Requests. This is not enforceable by the B2B Procedures, however the principles are important to ensure ongoing high customer experience. It is not clear where these principles should be documented. It is also unclear why, if it's best practice and not regulation-based, it would only apply to non-regulated businesses.
2.13.7.1	This section does not pertain to communications, but business rules in given scenarios. Remove or reference. It's also difficult to imagine that this is an exhaustive combination of possibilities, leaving a question regarding scenarios which are not covered. (for example, it's hard to see why a Prospective Retailer will never raise a Miscellaneous SO - which Figure 4 insists is the case). The two tables are also difficult to understand, and do not appear to be totally compatible. EG, a current retailer raising a De-en, followed by a prospective retailer raising a Metering Service Works, appears to be related to scenario 7: Re-energisation followed by Supply Abolishment - which doesn't make any sense.
2.13.7.1,5	Not assessed, as there's too much confusion and complexity about what they are referring to for a meaningful response.
2.13.7.6	This is not enforceable by the B2B procedures. In some cases it would not be appropriate, either. For example, two Miscellaneous services orders should not automatically be rejected.
3.1(a)	"...ensure that works are completed within regulated timeframes..." This is not within the remit of the B2B Procedures, and should be changed. This section relates heavily to SLAs between parties. It is difficult to see how it should remain in the document. If it does remain, it requires referencing.
3.2.2, Table 5	Given the only responses to non-compliance are "escalate" and "monitor", there isn't much value to this section. Escalation is not a defined action and will depend on the SLAs and processes in place between participants. Monitoring is a business process activity, so is not enforceable in the B2B procedures.

	• BusinessReceipts for Requests, BusinessReceipts for Responses - appropriate to retain, but the description should reflect the communication purpose (eg: "to verify that a SO Request has been successfully delivered to the Receipient"), not the business implications. The business rule regarding "escalate non-receipt" should be removed. • Issuing a ServiceOrderResponse is dependent on agreements and the work performed. In many cases this may relate to regulated timeframes, which may be included and referenced. • Initiation Period, Notice Period, Business Acceptance/Rejection for Requests, Completion of the Requested Work, BusinessAcceptance/Rejection for Responses - nothing to do with B2B communications, should be removed.
3.3	Can't have rules for DNSPs specifically. The rules need to be referenced, as they relate to physical work, not communication.
3.3.3,4	Reference it all.
4	Not reviewed, due to time constraints and the volume of issues across the entire procedure.

2. CSDN

New Clause No	Comments
General	This Procedure swaps between specifying roles (DNSP, MPB, etc) and generic terms (Initiator, Recipient). This should be standardised to be Initiator and Recipient. Where a specific role is referenced, consideration should be given as to the appropriateness of the clause. In most cases, it appears that the Procedures are going beyond the scope of the B2B procedures and defining business process or re-stating external obligations.
General	Much of this procedure appears to be attempting to ensure a "cyclical transmission of information" does not occur. There are many ways of doing this (eg, date/time stamping OR only re-transmitting when there are changes), but the way defined significantly restricts the flow of information, (eg, life support identified by a non-retailer does not have a standard delivery, and customer details cannot be updated in a standard manner by anyone who is performing field work). Recommend that it is removed, and instead request the SWG develop a technical solution, rather than a business process solution. This has a significant impact on the business rules which have been defined throughout the procedure, for example 4.2, 4.3 and 4.6. Each clause should be examined to assess if it is actually adding value, or just attempting to implement a clumsy solution to the "cyclical transmission of information" problem.
1.3(a)	Why does the tech-spec overrule the B2B Procedures? The tech spec is produced based on these procedures.
2.1, Figure 2	Timing of one day needs reference.
2.1, Figure 3	Title indicates it's CDN or SDN - Is this meant to be CDNR or SDNR?

2.1, Figure 4	B2B scope does not extend beyond communications, as such, the decisions made by the recipient in this diagram are inappropriate and should be removed.
2.1, Figure 5	There is a comment "*Note: Use of BusinessReceipts is to be agreed between Participants*." Is this suggesting that for C/SDN transactions that they are not required? Or is it suggesting that for Pre-Installation Request it's not required? This seems to be mandatory across every other transaction, and it's unclear why this one would be different. Especially as it's one of the few elements that B2B can actually enforce, given it is directly related to ensuring the communication is effective.
3.1(d)	All timing must be reviewed to ensure they are in scope of the B2B procedures. EG: • in the Usage column, it frequently states that the "initiator may escalate the non-receipt". This is not within the scope of the B2B to enforce, and should be referenced or removed. • The timing period "Providing a CustomerDetailsNotification" implies that there is an expiry. It's unclear if there actually is an expiry, and if there is, the source needs to be referenced.
3.2(a),(b),(c),(d)	Reference or remove. Each sub-clause needs to be considered for referencing, as they all impose restrictions outside of the scope of B2B.
3.2(g)	Reference MP SLP/Metrology.
4.1	These rules need to be referenced, as they are beyond the scope of B2B
4.1(f)	This is an attempt to prevent the "cyclical transmission of information" problem. See general comment.
4.2(a)	This is silly. Why is it a MUST? Unless the requesting party actually needs the information, they shouldn't have to request it. Remove.

4.2(d)	Redundant and misleading. This statement applies for all B2B transactions (albeit with generic "initiator" and "recipient" usually)
4.3.1(b),(c)	Reference or remove.
4.4	Reference all clauses: These appear to be best practice rather than mandatory.
4.5(b)	Does this mean that a MC or Retailer can send an unlimited SAR's per NMI per day?
4.5(c)	Reference or remove. B2B does not have the authority to enforce this.
4.5(d)	Redundant and misleading. This statement applies for all B2B transactions (albeit with generic "initiator" and "recipient" usually)
4.6	Should restart numbering at (a). Reference all clauses.
4.6(g)	This is another clumsy solution to the cyclical information problem. It also means that it is highly likely that there will be discrepancies between data held between participants.
4.7	Reference
4.7.1	Reference
5.1, Table 3	*Reason* restricts transactions based on a parties role. Reference or remove the restrictions.
5.1, Table 3	Not much information is provided... Consider the details in 5.5, PreInstallationDataRequest. Should these be more similar? EG, Initiator details, Recipient details, reference numbers, etc.

5.2, Table 4	The term "Initiator" is used throughout this table. This does not allow for a CDN which is a response to a CustomerDetailsRequest. In this scenario, the Initiator is the party requesting the information, not the party providing it.
5.3	No table number reference. Consistency. What does "No Hard Details on file for NMI" mean?
5.3	Not much information is provided... Consider the details in 5.5, PreInstallationDataRequest. Should these be more similar? EG, Initiator details, Recipient details, reference numbers, etc.
5.5, Table 1	"Table 1" repeated, we're up to about Table 7. Why is the SiteAddress required on the request? May cause validation problems in the SO (BoxHill vs Box Hill), and this is one of the data elements that the requestor is likely to be trying to verify.
5.6, Table 2	This transaction requires significant work: • LoadType doesn't work - it is at a meter level, and it needs to be at a datastream level. A single meter can have general purpose, controlled load AND generation. (This is extremely common - and MUST be corrected, or the transaction will not be viable). It would be appropriate to modify this to be a list of services at the NMI. The incoming party really doesn't need to know all the details about how it's currently metered, just what THEY need to do. EG: GP, Gross Solar, Net Solar and 8 hr controlled load w/external ripple control. • Large sections of this transaction must be repeatable (eg, meter number, datastream/register, network tariff) • For type 4a, it should include "customer refused" or "no comms" information • For controlled load, it should include the timing of the device (eg, 8 hour or 18 hour control) • Equipment Type should include ripple control devices, as some metering supports ripple control and some don't.

3. Meter Data

New Clause No	Comments
2.1, Table 1	Provide Meter Data description mentioned the Meter Data Provision Procedure... this is random, confusing and slightly misleading. Recommend removing it. If not, MDPP needs to be a related document - which is again misleading and confusing.
2.2.1(a)	Includes PreInstallationRequest, which has been moved to CSDN.
2.2.3(b)	Why is the BusinessReceipt explicitly identified in this PMD process, but not 2.2.2. MDN?
2.2.3(d)	This is business process. The initiator can do whatever they like if they get a reject/partial response (which is what the clause says anyhow). IE, remove this clause.
2.2.3(g)	Indicates that a second effort at producing a MDN in response to a PMD must use the same RequestID as the original MDN - but there is nothing that indicates that the original MDN response needs to have a RequestID that matches the PMD.
2.2.4(c)	Why is the BusinessReceipt explicitly identified in this VMD process, but not 2.2.2. MDN?
2.2.4(d)	This relates to the process for validating the MDFF, which is not enforceable in the B2B Procedures. Remove or reference.
2.2.4(f)	This is business process. The initiator can do whatever they like if they get a reject/partial response (which is what the clause says anyhow). IE, remove this clause.

2.2.4(i)	Indicates that a second effort at producing a MDN in response to a VMD must use the same RequestID as the original MDN - but there is nothing that indicates that the original MDN response needs to have a RequestID that matches the VMD.
2.2.5	Does not include a BusinessReceipt - consistency please.
2.2.5(a),(b)	B2B Procedures cannot enforce these. Having these statements in place confuses the obligation for security. The rules make it clear that the MC (and thus the MC's appointed parties, MP and MDP) are responsible for for ensuring that only eligible parties have access to metering services. These statements attempt to put obligations on the Requestor, which confuses the matter. It is no longer clear who has obligations to ensure access to the service is correctly managed. They should be removed, and other similar statements throughout both this procedure and other B2B procedures.
2.2.5(c)	The MeterInstallationInquiryResponse includes many different data elements. It would be reasonable to expect that a Partial response could occur, where some data is available. NOTE: The transaction is MeterInstallationInquiryResponseand in some places in the document, and MeterInstallationInquiryDataResponse in others.
2.3, Figure 1	The diagram incorrectly indicates that a PMDR cannot be requested unless a MDN has been delivered, acknowledged and accepted. A PMD can be raised irrespective of the previous delivery of data – indeed, this is almost the purpose of the PMD.
2.4, Table 3	The timing periods require references (except the BusinessReceipt, which relates directly to the communication). "Escalation" is not defined, or really meaningful - an organisation can escalate anything at any time based on their own procedures, SLAs and agreements.
2.4.2(a)	Good to reference Jurisdictional instruments and SLP, but contractual arrangements are outside the scope of B2B Procedures, so this term is meaningless and should be removed.

2.4.3	References required.
2.4.4(a)	Good! Except that the BuinessReceipt is presumably subject to the same rules as every other transaction...?
2.5.1(b)	Doesn't make sense. I think the second "Initiator" should be "Recipient"?
2.5.2(b)	What if a request specifically asks for data "as at <date xyz>, so we can explain our billing"? This is a best practice recommendation only.
2.5.3(c)	This is a silly requirement and unenforceable. Reference or remove.
2.5.5(a)	Remove. Contractual.
2.5.6(a)	Remove. Contractual.
2.5.6(c)	Is MDN a suitable construct for on-demand meter read? You can't send a partial-day of data, so it won't work.
3.4	What is the purpose of the *ServiceType* field if the content is static?
3.5	*RequestID* - shouldn't this match the original request, not be new for this transaction?
3.7, Table 11	Refered clauses do not exist.

4. OWN

New Clause No	Comments
1.3(c)	Why does the tech-spec overrule the B2B Procedures? The tech spec is produced based on these procedures. See also 4.(a)
2.1	It's not clear that a OWN can have a customised payload. This section implies that the defined messages are the only ones that can be sent. Is this intended?
2.3(a)(ii)	We can't state what the Initiator MUST do on receipt of a *BusinessAcceptance/Rejection* with a status of "Reject". This is business process.
3.1 Figure 2	What is this for?
3.1	States that "Transactions must be sent to enable affected parties to meet all of their regulartory obiligations." There is no context for this statement, and it's difficult to understand what it's referring to. Participants must meet their regulatory obligations, irrespective of sending transactions.
4. Figure 3	What is OWNP? It's not defined, that I can see, making it difficult for new parties to understand.
4.1	The title "Pre-Defined Notifications" is great, clearly implying that customised notifications are available.
4.1.1	Stating that participants must ensure conforming with the Tech Spec is fine... but why do we define what will be in the tech spec by referencing Header, Information and Data records? This is repeated for each notification type, is not required (as it'll be in the tech spec) and is confusing to the reader.

4.1.3, Figure 5	It's unclear when the METERID is Mandatory and when it's Not required. The Definition does not describe this.
4.1.6	This notice should be based on the obligations on MPs, which are defined clearly in section 4.3(b), Table 1, of the *Service level Procedure MP Services* published by AEMO. By putting additional information into this B2B communication, we are failing to provide a generic communication that is suitable for meeting a high-volume obligation. If parties choose to provide information beyond the obligations, they can provide a custom notice. We fail to meet the objective if we force a custom transaction to just meet the regulatory obligations.