

B2B Procedures

- Customer and Site Details (version change)
- Service Order (procedure changes)
- Meter Data (version change)
- One Way Notification (procedure changes)
- Technical Delivery Specification (procedure changes)
- B2B Guide (document changes)

CONSULTATION – First Stage

CONSULTATION PARTICIPANT RESPONSE TEMPLATE

Participant: PLUS ES

Completion Date: 11 Apr 2021

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1. Issues Paper Questions

Topic	Question	Comments
<p>2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders</p>	<p>Question 1: What is your preferred solution, Option 1a or Option 1b, and why?</p>	<p>PLUS ES preferred solution is option 1a – Coincident logic checking to include NPN, for the following reasons:</p> <ul style="list-style-type: none"> • It provides the most robust and efficient process to mitigate a customer being left off supply • This option has been implemented by PLUS ES since Jun 2021 • No customer to date has been left off supply • Provides visibility of the De-en SO and associated responses to both the Recipient and the Notified Party. Option 1b only provides De-en visibility to the Recipient. • Delivers additional benefits beyond the scope of coincident SO logic checking for Remote De-energisation/Re-energisation SOs: <ul style="list-style-type: none"> ○ MPs would also receive the De-en SO NPN to mitigate truck rolls for meter which are not communicating ○ Providing a conduit to expand the use of the NPN beyond the scope of the Re-en/De-en SOs such as, supply works, temp isolations etc <p>Option 1b – PLUS ES does not share other participants views that this option provides the least impact, most efficient and greatest level of protection to the customer. Conversely, PLUS ES is of the opinion this option will provide the most complex (potentially increasing the resolution timeframe due to the complexities introduced), inequitable (placing the biggest share of the burden on one participant) and the most ongoing cost consuming option in the long term, due to the following:</p> <ul style="list-style-type: none"> • The Incoming Retailer will have to raise 2 Re-en SOs – effectively doubling the volume of transactions and causing ‘noise’ between

		<p>participants. That is, both service providers will have to perform validations and coincident SO logic checking etc.</p> <ul style="list-style-type: none"> • Due to the timing of the De-en SO and the Re-en SO being received – the customer can still be left off supply and the Retailer will not know about it until the customer informs them of the situation. • Due to Market system delays the incoming FRMP still does not have visibility as to which Service Provider de-energised the customer, hence they could potentially be required to re-issue 2 Re-en SOs to rectify the customer’s supply issue. • PLUS ES and other participants who have currently invested in the NPN option will have to incur additional costs to implement requirements for this option. • Realisation of NPN additional benefits, especially with respect to the NPN of De-en SO, would require Retailers to implement NPN (this would be in addition to the 2 Re-en SO implementation).
<p>2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders</p>	<p>Question 2: Have you already implemented one of the proposed options? What would be your expected incremental costs to deliver each of the proposed solutions? This should not include costs already spent.</p>	<p>Option 1a: PLUS ES has implemented proposed option 1a and would have no incremental costs in meeting the B2B procedural obligations.</p> <p>Option 1b: PLUS ES has provided a cost ‘commercial in confidence’. The incremental costs include the following scope:</p> <ul style="list-style-type: none"> • Impact assessment and requirements analysis • Build and implementation of B2B procedural obligations for Re-en SO • Implementation of additional requirements to mitigate the customer being off supply
<p>2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders</p>	<p>Question 3: These proposed solutions will not provide 100% coverage for every service order requested. Do you believe that Option 1a or Option 1b provides better protection for customers? To what extent do you believe that your chosen option better protects customers?</p>	<p>With both options, current Market system functionalities and timing of the SOs introduce a very small likelihood that a customer may be left off supply. In these scenarios, the incoming FRMP will not know about the de-energisation until the customer contacts them.</p> <p>Option 1a delivers the better customer protection.</p>

		<p>Using NPN means that De-en and Re-en SO visibility is enabled for both the DNSP and the MP (one as an actor of the SO and the other as a Notified Party) – using coincident SO logic checking significantly reduces the initial instances of a customer being de-energised within a coincident SO 5 bus day window.</p> <p>PLUS ES has deployed coincident SO logic checking for both NPN and SO and have been using it since June 2021. PLUS ES has not had any instances of a customer being left off supply, where:</p> <ul style="list-style-type: none"> • A Retailer has included NPN for both energisation SOs and • Both PLUS ES and the LNSP have deployed NPN SO logic checking. <p>Additionally, sending a Re-en SO to one participant simplifies the Retailer’s process to quickly resolve a customer being left off supply, by a process of elimination.</p> <p>Option 1b:</p> <p>PLUS ES does not share other participants views that this option provides the least impact, most efficient and greatest level of protection to the customer. Conversely, PLUS ES is of the opinion the proposed will provide the most complex option potentially increasing the resolution timeframe of de-energised customers due to the complexities introduced. As only one party has visibility to the De-en SO, we do not believe it provides the robust preventative measures the NPN option provides.:</p> <ul style="list-style-type: none"> • The Incoming Retailer will have to raise 2 Re-en SOs – effectively doubling the volume of transactions and causing ‘noise’ between participants. That is, both service providers will have to perform validations and coincident SO logic checking etc. • Due to the timing of the De-en SO and the Re-en SO being received – the customer can still be left off supply and the Retailer will not know about it until the customer informs them of the situation.
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		<ul style="list-style-type: none"> Due to Market system delays the incoming FRMP still does not have visibility as to which Service Provider de-energised the customer, hence they still require to re-issue 2 Re-en SOs to rectify the issue.
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 4: What is the extent of the customer impact for each of the proposed solution? How long will a customer be without supply when each proposed solution does not provide coverage (that is, how long does it take to rectify the negative impact to the customer)?	<p>PLUS ES can have a remote enabled meter remotely re-energised within 10 mins of receipt of the Re-en SO or scheduled date and/or time, when:</p> <ul style="list-style-type: none"> PLUS ES has de-energised the meter Telecommunications is available to the meter at the time B2B SO has been completed correctly (as per Retailer’s agreed processes) <p>Additionally, the overall timeframe to rectify a customer’s supply situation has several dependencies which will impact the resolution timeframe accordingly:</p> <ul style="list-style-type: none"> The incoming Retailer’s awareness that the customer is off supply – most likely the customer contacts the Retailer The Retailer identifying which party needs to re-energise the customer and via which mechanism – meter vs fuse The resolution of the customer’s supply off – local site visit vs remote activity The operational hours vs the time the B2B SO was received by the Service Provider i.e. today vs tomorrow activity etc
2.1 Enhanced Coincident Service Order Logic using Single Notified Party or Two Service Orders	Question 5: Assuming that Option 1a or Option 1b is to be implemented by May 2023, do you see any substantial or significant issues which would delay this implementation? If so, what are they?	<p>PLUS ES does not see any internal issues in implementing either option by May 2023:</p> <ul style="list-style-type: none"> Already implemented Option1a We would need to complete an impact analysis against our current business and system processes for Option 1b <p>From an industry perspective there is always the potential risk that Industry Roadmap activities are delayed and that could potentially impact the May 2023 effective date.</p>

<p>2.3 Shared Fuse Notification using One Way Notification (OWN)</p>	<p>Question 6: Do you support the proposed changes with regards to Shared Fuse Notification using the aseXML OWN? (Answer should be one of “Yes” / “No – provide reason” / “Other – provide reason”)</p>	<p>Other –</p> <p>PLUS ES supports the requirement for an B2B OWN transaction to administer Shared fuse communications. This will allow for both the Recipient and Initiator of the B2B OWN transaction to build system logic to trigger/consume the data, providing process efficiencies such as, but not limited to, reduction in resourcing effort, human error handling, etc.</p> <p>PLUS ES does not support having the B2B OWN specific for Shared Fuse only communications. This would constrain the design to a one use case scenario.</p> <p>We propose that the scope and design of this transaction is expanded to a B2B OWN, which participants could utilise for future use cases without the requirement of undertaking the design, build and implementation of a brand new B2B OWN. To be utilised in a similar approach to the multi-purpose MFIN OWN. Especially, for use cases which require timely resolutions. This would also require renaming the B2B OWN transaction</p> <p>Currently email communications is the tool mostly used by participants to provide information to another participant, where B2B Transactions are not available to support the requirement. Recent industry discussions have identified a discernible theme with respect to email communications between participants:</p> <ul style="list-style-type: none"> • No visibility if the email has been received – no acknowledgements of email received and/or replies as to what action is or isn’t being undertaken as per sender’s information • Challenge of identifying the correct Recipient - Recipient’s multi-use inboxes and the team required to action being aware of the received email. <p>Having the flexibility of using a ‘utility’ tool – (PLUS ES proposed B2B OWN) would deliver the following efficiencies:</p> <ul style="list-style-type: none"> • Visibility that the B2B OWN has been received
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		<ul style="list-style-type: none"> • Traceability and auditability • Sent to the participant ID – removes the challenges of identifying the correct Recipient’s email address • Triggering downstream processes, applicable to both the Initiator and the Recipient <p>Discussions in ERCF subgroups have identified additional B2B requirements to support this OWN to be more versatile rather than a single purpose transaction.</p>
2.3 Shared Fuse Notification using One Way Notification (OWN)	Question 7: If the changes proposed were to be adopted, would your organisation have any issues in implementing the changes by May 2023?	PLUS ES would not have any issues implementing the change by May 2023.
2.9 Questions on proposed changes	Question 8: Do you have any other suggestions, comments or questions regarding this consultation? If you have any comments outside of the scope of this consultation, please reach out to your relevant B2B-WG representatives.	n/a

2. Service Order Process – Option 1a

Old Clause No	New Clause No	Comments
	2.1 Process Overview Table 3	<p>The additional proposed column ‘Use of Notified Party’ should be removed for the following reasons:</p> <ul style="list-style-type: none"> • The table is specifically for Service Order Types and Subtypes – the use of the Notified Party is not a Service Order or Service Order Type • The information is only replicating what is already identified in Table 13 – Transaction Data of Section 4.1 ServiceOrderRequest Transaction Data • Create additional administrative effort to align any changes across 2 separate tables in the same document; introduces a risk that future changes may result in a misalignment across both Tables.
	2.3.1(a)	PLUS ES suggest replacing the words ‘Clause 2.3.1’ with ‘This clause’ for efficiency purposes, especially in instances where clause numbers may change.
	2.3.1(b)	<p>Section 2.16.4 only refers to De-en SO with Re-en NPN.</p> <p>PLUS ES suggests a review of the clause to:</p> <ul style="list-style-type: none"> • Reword/reference clauses as applicable or • Remove the clause reference
	2.6(c)(ii)	Marked up version has created a typo in clause referencing.
	2.16.2 Re-energisation	<p>PLUS ES recommends that this clause also captures the requirement for a NPN, for completeness.</p> <p>For example,</p> <p>The Retailer must raise a Notified Party transaction to the appropriate party, as per Section 2.3.1 (c).</p>
	2.16.3 De-energisation	<p>PLUS ES recommends that this clause also captures the requirement for a NPN, for completeness.</p> <p>For example,</p> <p>The Retailer must raise a Notified Party transaction to the appropriate party, as per Section 2.3.1 (c).</p>

Old Clause No	New Clause No	Comments
	2.16.4	In general, PLUS ES believes it would be simpler to say that multiple coincident SO logic, for De-en and Re-ens, apply to both SO and NPN received, instead of having a section of its own introducing a risk that something is missed.
	2.16.4 (d)	Remove the 's' from ServiceOrderRequest- singular.
	Table 13 _ transaction Data – Notified Party ID	The 'newly added words' in the definition could be summarised more concisely by rewording to: Refer to section 2.3.1 for managing notifications to Notified Parties.

3. Service Order Process – Option 1b

Old Clause No	New Clause No	Comments
	2.3 (a)	The clause needs to be reviewed and reworded for efficiency. As an example, <ul style="list-style-type: none"> • Missing words • Call out that it is not mandatory and yet there is 2.3(a)(i) which says it is optional etc.
	2.16.2 Re-energisation	Given this option requires 2 Re-en SOs to be raised, the SO procedures do not provide additional details to clarify the implications of when Retailers receive rejections or NOT Complete, for one or both Re-en SOs and what actions they need to take.
	2.16.2 (b)	BASIC and MRIM are also in scope in addition to VIC AMI meters for this clause. This would help mitigate the transaction volumes.
	2.16.2(b)	PLUS ES suggests that '... performing the re-energisation...' should be '...performing the de-energisation...'

Old Clause No	New Clause No	Comments
	2.16.2(d)(iii)	<p>PLUS ES recommends that this clause should have the must amended to may</p> <p><i><u>Physical Visit' then the DNSP must undertake a physical visit and return the appropriate ServiceOrderResponse.</u></i></p> <p>The DNSP should have the ability to determine if they should go out to field if they have access to information which indicates that the meter has been de-energised. Information which the Incoming Retailer/Retailer may not have visibility to.</p>

4. One Way Notification

Old Clause No	New Clause No	Comments
		PLUS ES has no comments to the currently drafted Shared Fuse Transaction – see PLUS ES comments with respect to Question 6 of the Issue Paper.

5. Technical Delivery Specification

Old Clause No	New Clause No	Comments

Old Clause No	New Clause No	Comments

6. B2B Guide – Option 1a

Old Clause No	New Clause No	Comments
	General	<ul style="list-style-type: none"> Title case alignment throughout the document with respect to re-energisation and de-energisation. Sometimes title case in capitals and other time lower cases in different sections of the document. The Guide needs to be reviewed again: <ul style="list-style-type: none"> As there were more than a few discrepancies and To include any outcomes from the review of the SO procedures. There seems to be duplication of content with respect to Shared Fuses.
	2(f)	<p>Typo: Amend to provide consistent title cases:</p> <p>(e)(f) <u>With the introduction of Remote Re-energisation and De-energisation there are now two service providers (DNSP and MPB) who may undertake a de-energisation or Re-energisation, except in Victoria. The obligation to use Notified Party transactions has therefore been made mandatory for Re-</u></p>

Old Clause No	New Clause No	Comments
	2(f)	<p>For succinctness, PLUS ES proposes the additional words in the below highlighted section:</p> <p>(e)(f) <u>With the introduction of Remote Re-energisation and De-energisation there are now two service providers (DNSP and MPB) who may undertake a de-energisation or Re-energisation, except in Victoria. The obligation to use Notified Party transactions has therefore been made mandatory for Re-</u></p> <p>.two mutually exclusive service providers...</p> <p>Need to also call out that it does not apply for MRIM and BASIC meters</p>
	4.3(b) (i)	<p>PLUS ES suggests a slight adjustment to the wording:</p> <p>(i) <u>the Initiator is required to send a Service Order to one Party and a Notified Party Transaction to the Other Party.</u></p> <ul style="list-style-type: none"> • Capitalise T in ‘the’ • ...send a Service Order to the Party who will action the request and a ...
	4.3 (b) (iii)	<p>Plus ES suggests the clause is reviewed and reworded for clarity of intent.</p>
	4.3.2 (a)	<p>PLUS ES recommends the following with respect to the yellow highlighted section:</p> <p><u>(a) The commencement of remote Re-energisation and De-energisation services now means that there are two service providers (DNSP and MPB) who can re-energise and de-energise a NMI, except in Victoria. Retailers do not have visibility of which service provider may have received a Service Order request.</u></p> <ul style="list-style-type: none"> • Amend the wording for clarity...two mutually exclusive service providers... • Need to also call out that it does not apply for MRIM and BASIC meters • The sentence is amended for accuracy - The contestable MPB does not de-energise/re-energise the NMI. They de-energise/re-energise the metering installation.
	4.3.2(d)	<p>Typo: missing apostrophe</p> <p>....the prospective retailer’s Notified Party transaction.....</p>

Old Clause No	New Clause No	Comments
	6.1.4 (b)	<p>PLUS ES suggests a review of the clause in line with the intent. Current wording is incomplete and a little misleading.</p> <p>It almost implies that remote energisation service orders be sent to the MC – not true. Referencing should be with respect to the metering and the NMI connection point.</p> <p>i.e. The Initiator needs to ensure the relevant SOs are sent to the appropriate Recipient, depending on the energisation method they require. A contestable MC/MP can only de-energise/re-energise at the metering installation and the DNSP at the NMI connection point.</p>
	6.1.4 (c)(i)	<p>PLUS ES proposes that the highlighted section in the clause is reviewed and amended for accuracy and completeness.</p> <p>(i) Two statuses exist in MSATS, NMI Status (which the DNSP is responsible for maintaining) and the Meter Register Status (which the MP is responsible for maintaining). In most cases this information can be used to determine which party to send the re-energisation request to. However, where a de-energisation request is followed on the same day by a re-energisation request, MSATS may not be up-to-date. In those cases, the initiator will need to apply additional business rule logic to determine who to send the re-energisation request to.</p>
	6.1.4 (c)(ii)	<p>PLUS ES recommends that the clause is reviewed and amended accordingly for currency and efficiency as it is misleading and open to incorrect interpretation.</p> <p>(ii) The incoming Retailer will need to ensure that they have an arrangement with an MC that has an agreement with the Current MP, otherwise they will need to nominate a New MC that does have such an arrangement prior to raising the re-energisation request.</p>
	6.1.4(c)(iii)	<p>PLUS ES suggests the clause is reviewed and reworded for clarity.</p> <ul style="list-style-type: none"> • <i>In these scenarios</i> - clarify the scenarios • Once the scenarios are clarified the actions can be amended accordingly.
	Figure 14 & 15	PLUS ES recommends the figures are reviewed and updated for completeness, clarity and currency.

Old Clause No	New Clause No	Comments												
	Table 6.1.4.5	Remote De-energisation Required (VIC) – is it correct they have removed contestable MPs? Remote Re-energisation Required (VIC) is it correct they have removed contestable MPs?												
	6.5.1	This contains the One Way Notification Transactions. PLUS ES suggest that the proposed SharedFuseNotification transaction is also included in this section.												
	6.7.1(c)	PLUS ES proposes to clarify that the CSV file is an interim solution.												
	6.7.2	<p>PLUS ES suggests:</p> <ul style="list-style-type: none"> • the removal of the Notes section as it does not serve a purpose • the enumeration in the table for Shared fuse should be Y not S. <p>However, PLUS ES and at least one other participant have been sending an interim file for shared fuses to LNSPs since June 2021. PLUS ES strongly advocates that:</p> <ul style="list-style-type: none"> • the file matches what is currently been implemented and used, especially as it is an interim solution • The B2B Guide is updated to match the below currently used format. The LNSP field is used if this was sent to an MC for example. If this was going to the same LNSP that field would be populated with their participant ID. The same applies if the file was to be sent to an MC – the MC would only receive the information applicable to them. <table border="1" data-bbox="831 1013 2074 1177"> <thead> <tr> <th data-bbox="831 1013 1037 1114">NMI</th> <th data-bbox="1037 1013 1243 1114">MC</th> <th data-bbox="1243 1013 1449 1114">MPB</th> <th data-bbox="1449 1013 1655 1114">LNSP</th> <th data-bbox="1655 1013 1861 1114">Shared Fuse Flag</th> <th data-bbox="1861 1013 2074 1114">From Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="831 1114 1037 1177"></td> <td data-bbox="1037 1114 1243 1177"></td> <td data-bbox="1243 1114 1449 1177"></td> <td data-bbox="1449 1114 1655 1177"></td> <td data-bbox="1655 1114 1861 1177"></td> <td data-bbox="1861 1114 2074 1177"></td> </tr> </tbody> </table>	NMI	MC	MPB	LNSP	Shared Fuse Flag	From Date						
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	6.7.3.	PLUS ES suggests that the sender should not be nominated by LNSP.												
	7.3.6.1 Interim CSV Solution	PLUS ES recommends that this section is removed from this section and included in Section 6.7												

Old Clause No	New Clause No	Comments
	7.3.6.1 Interim CSV Solution	As per our comments in 6.7.2

7. B2B Guide – Option 1b

Old Clause No	New Clause No	Comments
	General	<ul style="list-style-type: none"> Title case alignment throughout the document with respect to re-energisation and de-energisation. Sometimes title case in capitals and other time lower cases in different sections of the document. The Guide needs to be reviewed again as there were more than a few discrepancies and to include any outcomes from the review of the SO procedures. There seems to be duplication of content with respect to Shared Fuses. There also appears a lot of Option 1a has been left in the B2B Guide which needs to be removed if option 1b is what is determined to be the mandated option.
	2(f)	This is not required for the 2 Re-en SO option
	4.3.2	Whilst there is value in having some of this section included in the B2B Guide – it needs to be reviewed as option 1b does not mandate NPN. NPN is only optional.
	6.7.1(c)	PLUS ES proposes to clarify that the CSV file is an interim solution.

Old Clause No	New Clause No	Comments												
	6.7.2	<p>PLUS ES suggests:</p> <ul style="list-style-type: none"> the removal of the Notes section as it does not serve a purpose the enumeration in the table for Shared fuse should be Y not S. <p>However PLUS ES and at least one other participant have been sending an interim file for shared fuses to LNSPs since June 2021. PLUS ES recommends that:</p> <ul style="list-style-type: none"> the file matches what is currently used and not amended, especially as it is an interim solution The B2B Guide is updated to match the below currently used format. The LNSP field is used if this was sent to an MC for example. If this was going to the same LNSP that field would be populated with their participant ID. The same goes if the file was to be sent to an MC – the MC would only receive the information applicable to them. <table border="1" data-bbox="831 715 2076 879"> <thead> <tr> <th data-bbox="831 715 1039 815">NMI</th> <th data-bbox="1039 715 1247 815">MC</th> <th data-bbox="1247 715 1456 815">MPB</th> <th data-bbox="1456 715 1664 815">LNSP</th> <th data-bbox="1664 715 1872 815">Shared Fuse Flag</th> <th data-bbox="1872 715 2076 815">From Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="831 815 1039 879"></td> <td data-bbox="1039 815 1247 879"></td> <td data-bbox="1247 815 1456 879"></td> <td data-bbox="1456 815 1664 879"></td> <td data-bbox="1664 815 1872 879"></td> <td data-bbox="1872 815 2076 879"></td> </tr> </tbody> </table>	NMI	MC	MPB	LNSP	Shared Fuse Flag	From Date						
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