



**SUBMISSION TO WESTERN POWER ON THE
PROPOSED MODEL SERVICE LEVEL AGREEMENT**

18 September 2017

Matter	Western Power (WP) proposed model service level agreement (MSLA)
Context	On 24 August 2017 WP released its proposed new MSLA for public comment. Synergy currently pays approximately \$75M per annum to WP on the provision of metering services to enable Synergy to transact with its one million customers. Efficient and effective metering installation and operational services with independent regulatory oversight is fundamental to maintaining customer service in a market where there is currently no competition in the provision of such services.
Scope	<p>Synergy's submission:</p> <ul style="list-style-type: none"> ▪ Outlines the customer impacts of the proposed MSLA. ▪ Outlines the Synergy operational impacts of the proposed MSLA noting Synergy has experienced metering service issues during 2016/17. ▪ Set outs its understanding of the <i>Electricity Industry (Metering) Code 2012 (Code)</i> requirements against which WP, ERA and Synergy (as a User) will assess the MSLA. ▪ Provides details of the areas in which Synergy is unable to determine the extent to which the MSLA meets the Code requirements due to lack of information sufficiency. ▪ To the extent that it has been able, expresses its views on certain areas where Synergy has concerns the MSLA does not, or may not, meet relevant legal requirements including the Code requirements.
Key issues	<ul style="list-style-type: none"> ▪ Synergy has previously advised WP of its concerns in relation to sequencing¹ and forming a holistic view of all the proposed changes in relation to AA4. As such, Synergy's comments regarding the MSLA are preliminary only and subject to revision and further consideration by Synergy once the types of "covered services" users and their customers require have been identified and we have full and simultaneous visibility on all proposed AA4 instruments and documentation, particularly. ▪ Synergy supports in principle WP's advanced meter infrastructure (AMI) deployment and a number of AMI service charges contained in the MSLA appear reasonable. However, all of WP's proposed charges will of course need to be properly assessed to ensure they meet the relevant regulatory tests, including

¹ Please refer Synergy's letters to WP dated 18 July 2017 and 7 September 2017.

under cl 6.6(1)(e) of the Code. Synergy cannot therefore fully comment on any of the AMI service charges because it does not have sufficient information as to how WP proposes to recover its total AMI capex and opex and avoid over-recovery.

- Synergy considers the MSLA service descriptions are not consistent with clause 6.6(1)(b) of the Code. Each service description within the MSLA must specify the key individual components that constitute the service (including standing data updates) so Users can determine when the service is complete, measurable and payable. In the absence of such clarity, service provision will be constantly open to interpretation, dispute or arguments as to when a service has been completed. Such an outcome unduly favours the service provider and is inconsistent with the Code objectives, particularly at clause 2.1(1)(a) of the Code.
- The Code does not contemplate a mass roll out of network operator selected and mandated enhanced technology features. The Code contemplates meters will fundamentally deal with metrology and if a User requires certain non-metrology enhanced technology features these would be negotiated under a different agreement and presumably be provided as covered services if it forms part of WP's covered network. With the advent of AMI deployment the regulatory concept of metering has significantly changed under the Western Australian regulatory framework.
- It is very important each type of AMI functionality is considered in the context of whether the function is primarily metering (energy measurement) related, or network (electricity conveyance) related as this will determine what form of regulation and price control should apply. In Synergy's view, WP has not gone through this process. This has led to certain unconventional characteristics of the MSLA including, for example, ASP-1 effectively characterising network connection as a metering service; a move which could lead to significant unforeseen consequences of the kind described at Part E, ASP-1.
- WP's AMI proposal appears to be similar to what has been contemplated under the "power of choice" in the NEM but without the regulatory and governance frameworks present in the NEM that ensure efficient, timely, reliable and quality delivery of services. Therefore, Synergy requires a mechanism of regulatory oversight and control in relation to WP's proposal.
- A major deficiency with both the current and proposed MSLA is they contain no clear contractual right for the counterparty to address the common situation where metering services are not provided in accordance with the required service standard. This is inconsistent with the Code objectives.
- Synergy's preference is to receive interval data remotely especially for residential customers. However, until customers are transitioned to AMI Synergy still requires a manually read interval data service for residential customers.

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| | <ul style="list-style-type: none">▪ Without access to WP's costs Synergy cannot validate WP's determination of metering service price change and service standard changes consistent with clause 6.6(1)(e) of the Code. Consequently, Synergy recommends the ERA reviews:<ul style="list-style-type: none">- WP's contractor service standard performance and costs;- WP's service standards and charges, including "benchmarking" them against comparable distributors in other jurisdictions; and- the costs and service standard performance against alternative competitive meter service provider models in the NEM and NZ. |
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A. INTRODUCTION

Synergy appreciates the opportunity to comment on Western Power's (WP) proposed Model Service Level Agreement (MSLA) and AMI implementation.

Synergy currently spends approximately \$75M per annum on metering services provided by WP and its contractors annually to enable Synergy to transact with its one million customers. This is additional to the amounts Synergy pays WP for the metering services provided as part of the reference services. Efficient and effective metering installation and operational services with independent regulatory oversight is fundamental to maintaining customer service in a market where there is currently no competition in the provision of such services.

On 24 August 2017 WP released its proposed new MSLA for public comment. Synergy welcomes the opportunity to provide its comments to WP and ultimately the Economic Regulation Authority (ERA). Synergy, in this submission:

- outlines the customer impacts of the proposed MSLA;
- outlines the Synergy operational impacts of the proposed MSLA noting Synergy has experienced metering service issues during 2016/17;
- sets out its understanding of the *Electricity Industry (Metering) Code 2012 (Code)* requirements against which WP, ERA and Synergy (as a User) will assess the MSLA;
- provides details of the areas in which Synergy is unable to determine the extent to which the MSLA meets the Code requirements due to lack of information sufficiency; and
- to the extent that it has been able, expresses its views on certain areas where Synergy has concerns that the MSLA does not, or may not, meet the Code requirements.

The MSLA needs to operate seamlessly with the Code documents, Customer Transfer Code, Code of Conduct and reference services under an access arrangement. Therefore, MSLA cannot be reviewed as a standalone instrument and the time allowed for the review has limited the extent to which Synergy can assess the consistency of the proposed changes and provide its views holistically, thoroughly and without limitation. Therefore, all comments regarding the MSLA are subject to revision and further consideration by Synergy, including whether the MSLA is consistent with the operation of the Code documents, Customer Transfer Code, Code of Conduct and reference services under the fourth access arrangement.

B. CODE REQUIREMENTS

In preparing this submission Synergy has had particular regard to the following key Code provisions:

- Clause 2.1 - Code objectives, being to:
 - promote the provision of accurate metering of electricity production and consumption;
 - promote access to and confidence in data or parties to commercial electricity transactions;
 - facilitate the operation of Part 8 and Part 9 of the Act, the Customer Transfer Code and the Code of Conduct.

- Synergy notes that *Code participants* must have regard to the *Code objectives* when performing an obligation under the *Code*, whether or not the provision under which they are performing refers expressly to the *Code objectives*.
- Clause 5.1 - network operator obligations to provide access to metering services to a User.
- Clause 5.8 – network operator must provide whatever information that is necessary to enable the User to comply with its obligation under the Code of Conduct.
- Part 6 – ERA’s approval procedure for proposed documents under the Code.
- Clause 6.5 - mandatory requirements the MSLA must comply with.
- Clause 6.6 - minimum requirements the MSLA must contain.
- Clauses 6.11(2) and 6.11(3) - the process WP must follow for stakeholder consultation on its proposed MSLA.

These provisions are detailed in Attachment 1.

In this submission, words shown in italics have the meaning given under the Code unless the context otherwise requires. Matters in bold are for emphasis.

C. OVERARCHING ISSUES

1. MSLA sequencing

Synergy has previously advised WP in previous AA4 correspondence² its concerns in relation to sequencing and forming a holistic view of all the proposed changes. In commencing consultation on proposed AA4 documents including the MSLA before identifying the types of "covered services" Users and Users' customers require as reference services, WP has limited the extent to which Users and Users' customers can provide its views holistically, thoroughly and without limitation. As such, all comments contained in this submission regarding the MSLA are preliminary only and subject to revision and further consideration by Synergy once the types of "covered services" Users and their customers require have been identified and we have full and simultaneous visibility on all proposed AA4 instruments and documentation.

Further in the limited time to review the MSLA Synergy has not been able to undertake the contract reviews required to form a view on the interrelationship between the MSLA and Synergy's contracts with third parties.

2. Advanced meter infrastructure (AMI) deployment

Synergy supports in principle WP's AMI deployment and we consider a number of AMI service charges contained in the MSLA appear to be reasonable (although all of WP's proposed charges will of course need to be properly assessed to ensure they meet the relevant regulatory tests, including

² Please refer Synergy's letters to WP dated 18 July 2017 and 7 September 2017.

under cl 6.6(1)(e) of the Code). However, Synergy does not have sufficient information in relation to what, how and when WP will deploy AMI nor the prices it will charge for what it classes as additional metering services i.e. those services which are neither a standard or extended metering service. Consequently Synergy has a number of outstanding concerns in relation to WP's proposed AMI deployment. These include:

- Currently there is no published AMI deployment schedule which specifies the proposed AMI locations within the metropolitan and regional areas.
- The MSLA specifies no dates in which the AMI functionality will be available for use.
- Currently there is no published smart meter functionality specification. The MSLA specifies some AMI functionality (ASP-1, MP-2, MDP-3, MDP-10, MDP-12, MDP-13 and MDP-14) but not all. The MSLA refers to additional metering services but provides no indication as to what these services are or may be. Further, WP has indicated that where additional metering services are required, a User and WP will be required to negotiate a new SLA for the provision of those services. From Synergy's point of view, this is problematic because Synergy's experience has shown that, despite the existing requirements of the Code and the Access Code, there is still no structured process mapped out for such negotiations that would ensure WP does not exert excessive market power in such negotiations.
- Synergy has no visibility on the communication technology(ies) to be utilised as part of AMI deployment nor when it will be fully functional.
- Synergy does not have full visibility on AMI costs. Whilst we have visibility on some AMI charges recovered via extended metering services under the MSLA, Synergy has yet to receive confirmation what the standard metering service charge will be³. Synergy assumes there will be additional AMI cost recovery beyond standard and extended metering services for example cost recovery via reference service tariffs. However, until we have such visibility Synergy is unable to determine the AMI cost impacts to its one million customers over the life of AA4 nor are we able to determine whether the MSLA costs are reasonable and, consistent with Code cl 6.6(1)(e), that they do "not exceed the costs that would be incurred by a network operator acting in good faith and in accordance with good electricity industry practice, seeking to achieve the lowest sustainable costs of providing the relevant metering service".

3. MSLA coverage

With the advent of AMI deployment the regulatory concept of metering has significantly changed under the Western Australian regulatory framework. The *Electricity Industry Act 2004* and the Code contemplate metering in terms of electricity measurement (metrology), but not the conveyance of electricity.

Further, it is important to note the Code does not contemplate a mass roll out of network operator selected and mandated enhanced technology features. The Code contemplates meters will fundamentally deal with metrology and if a User requires certain non-metrology enhanced

³ WP advised stakeholders at the 25 August 2017 public forum that the standard metering service fee will be circa \$30.

technology features these would be negotiated under a different agreement and presumably be provided as covered services if it forms part of WP's covered network.

WP's decision to purchase meters with enhanced technology features and the proposed MSLA has blurred this fundamental operation of the Code, the *Electricity Networks Access Code 2004 (Access Code)* and a User's right to choose the enhanced technology feature it requires. This is exacerbated by the fact that WP already gained approval for capital expenditure necessary to provide meters of this kind in AA3, which were not installed in accordance with the associated approved target revenue.

WP's AMI proposal appears to be similar to what has been contemplated under the "power of choice" in the NEM⁴ but without the necessary regulatory and governance frameworks that ensure efficient, timely, reliable and quality delivery of services.⁵ The transparent and collaborative process that resulted in the "power of choice" changes made in the NEM has not occurred in the SWIS and Users have not been given a right to choose as contemplated by Division 3.4 of the Code. However, Synergy now requires transparency in relation to the enhanced technology features that will be included in the new Type 4 meters so that it can make a decision on the full range of covered services it may require to be provided under the access arrangement.

For example, an electricity disconnection or reconnection is legitimately a "covered service"⁶ and can be part of a reference service or a standalone reference service. An electricity connection, disconnection or reconnection (including remote re-arming) is ancillary to the conveyance of electricity on a covered network and is a service which is required by all electricity customers. This is particularly the case when considering the remote reconnection or disconnection where Type 4 meters operate to effect or interrupt the conveyance of electricity. The same premise holds true in relation to manual disconnection and reconnection. These are network services not metering services.

Similarly, direct load control involves the establishment of a remotely controllable switch at premises that can turn power to a load or appliance on or off, thus controlling the quantity of power that a

⁴ Power of choice is a package of reforms highly contingent upon the rollout of retailer and customer led smart meter uptake in the various regions of the National Electricity Market. It has involved widespread and exhaustive consultation, led by the Australian Energy Market Commission with extensive buy-in from state and federal governments via the COAG Energy Council, which has been responsible for initiating various rule change requests to the National Electricity Rules. For more information, see www.aemc.gov.au/Major-Pages/Power-of-choice.

⁵ For example, the National Electricity Rules provide for the minimum services that a new or replacement meter installed at a small customer's premises must be capable of providing, provides for the circumstances in which small customers may opt out of having a new meter installed at their premises. See, for example, National Electricity Amendment (Expanding competition in metering and related services) Rule 2015 and National Energy Retail Amendment (Expanding competition in metering and related services) Rule 2015.

⁶ A "covered service" is defined in the Access Code to mean a service provided by means of a covered network including a connection service; or an entry service or exit service; or a network use of system service; or a common service; or a service ancillary to the foregoing categories but does not include an excluded service. Synergy notes that under the Code, the MSLA must be consistent with the Access Code.

load/appliance can consume. Load limitation refers to the application of a reduction of power transfer capability at a connection point and, like direct load control, results in a comparative reduction to the quantity of power that a load can consume.

Direct load control and load limitation services are "covered services" because they are services provided by means of the WP network and are ancillary to the conveyance of electricity. They do not relate to the measurement or accuracy of energy data, but their primary function is to control the flow of electricity.

It is very important each type of AMI functionality is considered in the context of whether they are primarily metering (energy measurement) related or network (electricity conveyance) related as this will determine what form of regulation should apply and what costs and margin can be recovered by WP. Synergy considers that only then will an economically efficient allowance for costs and margin be determined consistently with the Code objectives, avoiding the risk of inefficient over-recovery by WP. On that basis Synergy’s regulatory position is:

Table 1 meter service classification

ID	MSLA service description	Synergy position
Ancillary Service Provision		
ASP-1	New connection	This service represents a significant departure from the current meter installation service (Establishment of and Energisation of a Metering Connection Point). The new service characterises itself as comprising the establishment of a connection point and the associated metering installation. New connections (and the "connection assets" required to provide them) should be dealt with under the Access Code and AQP, not the Code. Once a connection point is established, a User may then require the establishment of an associated metering installation. ⁷ While Synergy acknowledges that new metering installations are presently provided by WP as a standard metering service, Synergy considers that a User who requests a meter installation at a customer's request at a new connection point should be required to request an MP-2 meter exchange (which we suggest is renamed "meter installation – customer"), i.e. an extended metering service and not a standard metering service. From a conceptual point of view, Synergy queries why installation of a new meter at new premises is any different to a customer requesting a new meter at existing premises. They should be treated consistently as regards cost recovery, margin and charging via extended metering service in order to avoid over-recovery or double-recovery in accordance with the Code objectives.

⁷ Clause 3.5(1) of the Code comes into effect only once a connection point has been created and a covered service approved under the AQP.

ID	MSLA service description	Synergy position
ASP-2	De-energise (Non-AMI Meter)	This service should not form part of an extended metering service as it does not relate to metrology. The service relates to the conveyance of electricity and therefore should be dealt with as a reference service. (Synergy by letter dated 8 September 2017 formally requested this to be provided as a reference service.)
ASP-3	Re-energise (Non-AMI Meter)	This service should not form part of an extended metering service as it does not relate to metrology. The service relates to the conveyance of electricity and therefore should be dealt with as a reference service. (Synergy by letter dated 8 September 2017 formally requested this to be provided as a reference service.)
ASP-4	Supply abolishment	This service should not form part of an extended metering service as it does not relate to metrology. The service principally relates to the modification of the network and the removal of a connection point from a User's ETAC (although the service in part does relate to the physical removal of a meter from a customer's premises). Accordingly the service needs to be dealt with as a reference service and not an MSLA matter. The requirement for a meter under the Code clause 3.5(1) does not apply once the connection point has been abolished.
Meter Provision		
MP-1	Meter installation repair	<p>Synergy agrees this service is a standard metering service. Synergy recommends the service is retitled to "meter installation – operational".</p> <p>Synergy requests this service under clause 5.1 of the Code should be extended to require a meter to be replaced in a situation where there have been 9 consecutive months of no meter access for the purpose of WP obtaining a meter reading. This request is consistent with clause 2.1(c) of the Code as it will facilitate the operation of the Code of Conduct by:</p> <ul style="list-style-type: none"> - obviating the need to disconnect customers in accordance with clause 7.4 - reducing the number of estimated bills (clause 4.8) and billing adjustments (clauses 4.9 and 4.19) - redrafting the service description to reflect upgrades for meter compliance purposes.
MP-2	Meter exchange	Synergy agrees this service is an extended metering service. Synergy recommends the service is retitled to "meter installation – customer" to reflect the meter is being installed at the request of the customer. As per our comment on ASP-1 Synergy also requests under clause 5.1 of the Code that the service is extended to a meter installation at new premises and at a new connection point.
MP-3	Meter investigation	Synergy agrees this service is an extended metering service.
MP-4	Communications installation	Synergy agrees this service is an extended metering service.
MP-5	Meter test (laboratory)	Synergy agrees this service is an extended metering service.
MP-6	Meter test (on-site)	Synergy agrees this service is an extended metering service.

ID	MSLA service description	Synergy position
MP-7	Meter reconfiguration (Non-AMI Meter)	Synergy agrees this service is an extended metering service.
MP-8	Enablement of signal pulse outputs	Synergy agrees this service is an extended metering service.
MP-9	Remove meter	Synergy would like an explanation why WP has proposed that Users and customers may require this service including the circumstances that result in redundant meters being installed in relation to a connection point. Further Synergy considers it is unlikely customers would choose or agree to pay to remove a redundant meter.
Meter Data Provision		
MDP-1	Scheduled bi-monthly meter reading	Synergy agrees this service is a standard metering service.
MDP-2	Scheduled manual interval meter reading	Synergy agrees this service is a standard metering service.
MDP-3	Scheduled remote meter reading (AMI Meter)	Synergy agrees this service is a standard metering service.
MDP-4	Scheduled remote meter reading (RRIM)	Synergy agrees this service is a standard metering service.
MDP-5	Scheduled customer meter reading	<p>Synergy considers there should not be a fee for this service. If a customer or a User elects or agrees to provide a self-read then WP has not incurred a meter reading cost. Accordingly a User should not be charged a meter reading fee when WP itself has not incurred a meter reading cost. Synergy recognises WP will incur a cost to receive a self-read and validate the data. However, this cost should be imposed under a separate and new meter data provision service "customer / User meter reading validation".</p> <p>Further Synergy questions WP's legal authority to oblige a customer to self-read their meter without the customer's consent. Clause 5.1 of Synergy's ERA approved standard form contract reflects a customer must consent to provide a self-read. Further clause 4.6(1)(b) of the Code of Conduct specifies WP must consent to a customer self-reading a meter. The Code does not grant WP the authority to instruct a customer to self-read a meter.</p>
MDP-6	Standing data provision	Synergy agrees this service is a standard metering service.
MDP-7	Historical interval energy data provision	Synergy agrees this service is an extended metering service.
MDP-8	Verify meter data	Synergy agrees this service is an extended metering service.

ID	MSLA service description	Synergy position
MDP-9	Non-scheduled special meter reading (Non-AMI Meter)	Synergy agrees this service is an extended metering service.
MDP-10	Non-scheduled special meter reading (AMI Meter)	Synergy questions the need for this service given WP's public commitments that remote interval special meter reading data will be provided daily as part of a standard metering service.
MDP-11	Non-scheduled special meter reading (RRIM)	Synergy agrees this service is an extended metering service.
MDP-12	Meter reconfiguration (AMI Meter)	Synergy does not agree this service should be an extended metering service. Synergy requests consistent with clause 5.1 of the Code that this service is provided as a standard metering service.
MDP-13	De-energise (AMI Meter)	This service should not form part of an extended metering service as it does not relate to metrology. The service relates to the conveyance of electricity and therefore should be dealt with as a reference service. (Synergy by letter dated 8 September 2017 formally requested this to be provided as a reference service.)
MDP-14	Re-energise (AMI Meter)	This service should not form part of an extended metering service as it does not relate to metrology. The service relates to the conveyance of electricity and therefore should be dealt with as a reference service. (Synergy by letter dated 8 September 2017 formally requested this to be provided as a reference service.)
MDP-15 (new)	Customer self-read meter data validation)	Refer comment under MDP-5. Synergy requests this service under clause 5.1 of the Code in the form of an extended metering service.

As Synergy does not have full visibility of WP's full AMI specification it cannot form a view as to whether any as-yet unknown additional AMI functionality should be classified as a reference service, standard metering service or an extended metering service. However, as a fundamental principle, to the extent the AMI forms part of the regulated asset base, a User should not be required to negotiate access to services provided by means of that AMI infrastructure, nor should WP be permitted to earn unregulated revenue from the provision of that service.

4. Additional metering services

WP has proposed that use of additional metering services (yet to be defined) is to be negotiated under an additional metering service level agreement. Synergy is concerned that WP requires Users to negotiate the provision of a number of regulated services which will be provided by the regulated (metering asset) where WP is proposing to recover the costs from Users as part of their target revenue.

Synergy considers inconsistent with the Code objectives to require Users to negotiate access to additional metering services via an additional service level agreement for meter infrastructure which it has or will pay for under WP's regulated asset base. In the event a meter is included within the regulated asset base then the services that can be provided from the use of that regulated asset should similarly be regulated to avoid double cost recovery or over-recovery inconsistent with the

Code objectives. If a distributor earns a regulated return on a metering asset, it should not then be permitted to earn unregulated return from a User in relation to accessing or using that asset.

Consequently, AMI assets used to recover un-regulated revenue in relation to additional metering services should not form part of the regulated asset base and be recovered as part of WP regulated (capex) target revenue either in the form of MSLA extended services for metrology related functionality and any AMI functionality that is ancillary to the conveyance of electricity on a covered network should be a covered service (e.g. direct load control or load limitation).

Synergy considers that, in order to effect this arrangement, the MSLA should contain a mechanism whereby a User can request, and WP must provide, additional or new metering services, where capital cost associated with the underlying infrastructure by which those services are provided is included in WP's regulated asset base.

5. Performance incentive provisions

A major deficiency with the current and proposed MSLA is that it contains no contractual ability to address the common situation whereby metering services are not provided in accordance with the required service standards. Table 2 details Synergy's experience as the recipient of current MSLA services.

Table 2 Metering service standards

SYNERGY August 2017						Service Target	YTD Performance	Month Performance	Month Volume	Month Indicator	Region	YTD Performance	Month Performance	Month Volume
Meter Provision														
1	Establishment and Energisation of a metering connection point	95%	100%	99%	1,881	✓					Metro	100%	99%	1,652
											Country	99%	100%	229
2	Meter upgrade	95%	This service not requested by Synergy								This service not requested by Synergy			
3	Meter change	95%	94%	94%	1,545	✗					Metro	94%	94%	1,366
											Country	93%	93%	179
4	De-energise	95%	91%	91%	3,390	✗					Metro	91%	91%	2,926
											Country	92%	91%	464
5	Re-energise	98%	99%	98%	2,168	✓					Metro	99%	98%	1,916
											Country	98%	98%	252
6	Meter Investigation	95%	79%	83%	157	✗					Metro	80%	83%	132
											Country	77%	80%	25
7	Communications installation	95%	25%	33%	3	✗					Metro	0%	0%	1
											Country	50%	50%	2
8	Supply abolishment	95%	93%	94%	236	✗					Metro	93%	93%	216
											Country	93%	100%	20
Data Collection, Data Provision														
9	Scheduled bi-monthly meter reading	100%	96%	95%	606,190	✗					Metro	96%	95%	539,589
											Country	98%	98%	66,601
10	Scheduled monthly meter reading	100%	100%	100%	2,502	✓					Metro	100%	100%	2,461
											Country	100%	100%	41
11	Non-scheduled special meter reading	95%	92%	94%	17,681	✗					Metro	91%	93%	15,711
											Country	98%	98%	1,970
12	Card meter reading										No Metro/Country Split			
13	Customer meter reading	100%	100%	100%	36,282	✓					No Metro/Country Split			
14	Manually collected energy interval data (monthly)	100%	67%	65%	16,574,748	✗					No Metro/Country Split			
15	Remotely collected energy interval data (monthly)	100%	99%	98%	62,157,488	✗					No Metro/Country Split			
16	Remotely collected energy interval data (daily)	100%	100%	100%	456,816	✓					No Metro/Country Split			
17	Historical energy interval data (up to 12 months)	100%	100%	100%	384	✓					No Metro/Country Split			
18	Standing data provision	100%	100%	100%	129,502	✓					No Metro/Country Split			
19	Energy interval data produced by survey meter	100%	This service not requested by Synergy								This service not requested by Synergy			
20	Historical energy interval data (13 - 24 months)	100%	100%	100%	3	✓					No Metro/Country Split			
21	Verify meter data	98%	100%	100%	1,425	✓					No Metro/Country Split			
Technical Services														
22	Enablement of signal capabilities	95%	100%	100%	1	✓					Metro	100%	100%	1
											Country	n/a	n/a	0
23	Meter test (laboratory) - single and three phase	95%	33%	0%	1	✗					Metro	50%	n/a	0
											Country	0%	0%	1
24	Meter test (on-site) - single and three phase	95%	94%	89%	19	✓					Metro	94%	88%	16
											Country	100%	100%	3
25	CT meter test	95%	n/a	n/a	0	✓					Metro	n/a	n/a	0
											Country	n/a	n/a	0
26	Meter installation repair	95%	94%	100%	6	✓					Metro	100%	100%	5
											Country	80%	100%	1
27	Meter reconfiguration	95%	94%	93%	1,891	✗					Metro	94%	93%	1,632
											Country	92%	89%	259

From discussions with metering industry participants in the NEM, Synergy understands it is common practice for contracts between a network operator and their service provider(s) to contain performance incentives within their own service level agreements. Further, Synergy understands network operators can and do impose significant penalties under their own service level agreements with contractors which require the payment of liquidated damages in the event that their contractors do not meet their stipulated performance standards and other contractual requirements. In Synergy's view, Users and customers should get the benefit of any liquidated damages that accrue to WP where these payments do not represent WP's losses. Plainly, it is unreasonable for a network operator to receive incentive payments from their service provider when the service recipient receives no similar incentive payments.

Further, Synergy notes under clause 4.17(2)(a) of the Code of Conduct a retailer is prohibited from recovering from a customer an undercharge in excess of 12 months due to, among other things, an error, defect or default for which the distributor is responsible. In other words a retailer is financially liable due to the **distributor's actions** under that Code. Given the MSLA is the primary contract for meter service provision it is reasonable it should contain an incentive mechanism where meter services are not provided in accordance with specified MSLA standards.

Consequently, Synergy recommends inclusion within the MSLA of performance incentive provisions, each of which would promote the Code objectives, to the following effect:

1. **Refunds:** If any service standard specified in schedule 4 for a particular service is not achieved for that service at any time, then WP must not charge the User for that service and to the extent that the User is charged for that service, WP must refund the charge to the User in full as soon as reasonably practicable, but in any event within 10 business days after the end of the calendar month in which the particular service standard failure occurred. Where the MSLA contract is ongoing, a refund may be made in the form of a credit on an invoice.
2. **Service standard payments:** If any service standard specified in schedule 4 for a particular service is not achieved for that service at any time, then WP must (in addition to any refund or other amount payable in respect of that failure and without prejudice to a User's other rights in respect of the service standard failure) pay the User a service standard payment as specified in schedule [4] for the relevant service. A service standard payment would be a liquidated damages payment aimed at compensating the User for any losses, costs etc it is reasonably estimated as being likely to suffer or incur (including any amounts it is required to pay to its customers, WP or third parties) arising from or in relation to the service standard failure. The existence or payment of a service standard payment would not prevent a User separately claiming for any losses, costs etc it suffers or incurs due to the service standard failure (subject to setting off the amount of any service standard payment received in respect of that service standard failure so as to prevent any double-recovery).

To facilitate the above performance incentive provisions, the MSLA would also need to require WP to report its service standard performance measurement to Users on a weekly basis (not just quarterly, as currently provided in schedule 4 to the draft MSLA).

Synergy considers the inclusion of such performance incentive provisions within the MSLA is consistent with clause 6.5 of the Code on the basis that it:

- would not impose a barrier to market entry;
- would be consistent with good electricity industry practice;
- be reasonable; and
- facilitate the operation of the Code of Conduct.

6. Manual interval data from type 4-6 meters

WP has proposed existing manually read interval data service will continue. However, WP has not been providing Synergy the manual read interval data service under the current MSLA. This manually read service is listed as a standard metering service and notwithstanding the Code requires the current MSLA to specify the maximum charges, WP has indicated it will only provide Synergy this service subject to charges additional to the standard metering service charges under the current MSLA.

The customer impact of not having access to interval data means:

- customers cannot accurately determine how their consumption affects their bill, especially hardship customers;
- customers cannot determine the financial viability of new technology such as PV and battery storage or optimising existing infrastructure and appliances; and
- customers cannot assess different retail tariff offerings specifically time of use.

Synergy notes WP has proposed a price of \$64.55 to exchange a meter in the metropolitan area to a Type 4 meter. It appears WP's metering strategy is to decline providing the manually read interval data service without further payment, essentially requiring Users to request the installation of Type 4 meters if Users seek a residential interval meter remote reading. If this is the case, Synergy queries how this arrangement can be considered economically efficient, given that it appears to unreasonably increase WP's regulated asset base.

Synergy considers the charges imposed by WP for conducting a manual read on an interval meter is well above cost reflective levels. Synergy queries whether this approach is designed to accelerate the installation of new remote meters. Synergy considers such an arrangement to be inconsistent with the requirement for the MSLA to ensure that the charges imposed under the MSLA may not exceed the costs that would be incurred by a network operator acting in good faith and in accordance with good electricity industry practice, seeking to achieve the lowest sustainable costs of providing the relevant metering service, as required by clause 6.6(1)(e) of the Code.

Synergy's preference is to receive interval data remotely especially for residential customers. However, until customers are transitioned to AMI, Synergy still requires a manually read interval data service for residential customers. Consequently, Synergy requests in accordance with clause 5.1 of the Code the MSLA explicitly provides, as a standard metering service, for a manually read interval data service from existing Type 5 meters (registered as Type 6) and a Type 4 meter which has yet to have remote functionally fully activated as part of an MDP-2 service.

7. Fixed standard metering service charge

Synergy supports WP's proposal to move to a fixed standard metering service charge being recovered through reference tariffs on the basis the current variable charging methodology under AA3 does not reflect that metering costs are largely fixed. This is subject to WP's fixed standard metering service charges being cost reflective and determined in accordance with the Code requirements (including cl 6.6(1)(e)).

8. Service standards

WP states:

"As part of this review of the MSLA, Western Power has sought independent benchmarking of existing service standards relative to other jurisdictions. This has identified that in general, the performance targets outlined in the existing Model are similar to those prescribed in other jurisdictions in Australia. However, for a number of meter provision and technical services, the existing Model has shorter timeframes to undertake the work.

Western Power has reviewed the impact of these shorter timeframes and identified that they may be contributing to higher service delivery costs, particularly when servicing Country areas, where scheduling to meet shorter timeframes may result in suboptimal resource utilisation. As a result, Western Power is proposing amended service standards that seek to balance both timeliness and cost-efficiency."⁸

Under the MSLA a number of extended metering service costs have reduced but the service delivery timeframe has increased (e.g. MP-2A). However, for other services the cost and service timeframe have both increased.

Without access to WP's costs Synergy cannot validate the above statements to determine whether the MSLA cost:

"exceed the costs that would be incurred by a *network operator* acting in good faith and in accordance with *good electricity industry practice*, seeking to achieve the lowest sustainable costs of providing the relevant *metering service*."

Consequently, Synergy recommends the ERA review:

- WP's contractor service standard performance and costs, including any liquidated damages or similar arrangements which can, or should, be passed through to Users;
- WP's service standards and charges against comparable distributors in other jurisdictions, noting the significant economies of scale available to WP relative to smaller distributors in the NEM; and
- the costs and service standard performance against alternative meter service provider models in the NEM and NZ.

⁸ Western Power Metering Model SLA Consultation on proposed Model SLA amendments 25 August 2017 page 10

Synergy considers the MSLA service descriptions are inconsistent with clause 6.6(1)(b) of the Code or the Code objectives. The MSLA service standards need to explicitly state what each particular service actually involves. If this does not occur it can be difficult to measure whether the service has been delivered in accordance the service standards. In the absence of such clarity, it will be constantly open to interpretation, dispute or arguments as to when a service has been satisfactorily completed if there is no transparent end point and description to measure against. For example, in the case of meter provision the service standard simply refers to the “service” such as a meter exchange being performed by the required date without actually defining what constitutes a meter exchange.

Synergy’s position is the service is not simply the network operator installing the meter but also includes notifying the User of the completion date and updating metering and standing data. This is the point at which the service standard should be measured against and the service paid for. The absence of accurate metering service descriptions is a tier 1 MSLA issue for Synergy (and, we expect, also for other Users).

9. MSLA structure

The MSLA content structure makes the document very difficult to read in terms the service description, service standards and service fees applicable to a particular service given this information is spread across 3 separate schedules. It would be a clearer, more transparent document if consistent with the Code objectives, for each service, it specified the description, standard and fee in the one place.

10. Governance arrangements

WP is proposing the mandated roll out of Type 4 meters (with non-metrology enhanced technology features) with the aim of providing:

- remotely read interval energy data, regulated under the Code, as a minimum requirement for new and replacement meter installations;
- field and network services remotely enabled via the Type 4 meter;
- negotiated unregulated remote services enabled via the Type 4 meter;
- as an interim measure until the communications technology is fully available WP proposes to install a Type 4 meter and operate as a basic meter in accordance with the existing metrology procedure approved by the ERA.

The proposal appears to be similar to what has been contemplated under the “power of choice” in the NEM but without the necessary regulatory and governance frameworks that ensure efficient, timely, reliable and quality delivery of services.

There are some key concerns:

- WP has not committed to when these services, in particular the interval data service, will be provided to Users. There is no implementation plan or date that has been published which has regulatory oversight or enforcement mechanisms. These plans and mechanisms are typically detailed in the metrology procedure.
- WP’s minimum regulated obligation in relation to providing interval data is specified in the metrology procedure and is not aligned with their proposal.

- The regulated controls and oversight that characterise the "power of choice" mechanism are not contemplated by the Code or metrology procedure.
- The Code, Rules and Build Pack do not contemplate the arrangements, frameworks and implementation of remote services as proposed by WP. For example the current Build Pack does not distinguish between a manual or remote reconnection request. This will need to change so Synergy can reconcile its charges for manual and remote service provision.
- If approved in its current form a subordinate regulated contract, **not the Code itself**, will determine the minimum metering requirements in the SWIS. For example, the minimum meter type for a residential customer under the Code is a Type 6 meter. However the new minimum standard WP proposes for a residential customer will be a Type 4 meter. In Synergy's view, this would be inconsistent with the Code objectives.

Therefore, Synergy considers that WP and the ERA should reject or ensure there is a mechanism for regulatory oversight and control in relation to WP's proposal in relation to:

- Metrology, including remotely collected data services – This will require the metrology procedure and mandatory link criteria to be amended and approved by the ERA.
- Provision of remotely enabled value add services under the MSLA – This will require a review of the communications rules to ensure WP's proposal can be practically achieved without creating compliance issues that affect service delivery to the customer.
- Provision of negotiated unregulated remotely enabled services provided by the regulated metering and communication assets – this will need a legal review to confirm WP's proposal is consistent with the regulatory regime. Synergy's position is that any metering service provided via a metering asset that forms part of the regulated asset base should be subject to ERA oversight.

Further, it is not clear, if a dispute were to be lodged under the Code in relation to WP's proposed AMI services and publicly stated commitments, how the arbitrator would resolve the matter including what considerations under the Code, metrology procedure, mandatory link criteria and communications rules the arbitrator can give in relation to assessing if WP has met its publicly stated commitments.

11. Fee adjustments

WP proposes that its fees may be revised annually subject to CPI adjustment without approval by the ERA. Synergy does not consider that this is consistent with the Code objectives, or clause 6.6(1)(e) of the Code. Given the present state of the economy, Synergy considers that the adoption of CPI adjustment may not represent "lowest sustainable costs" in circumstances where market prices for non-capital components of metering services may actually be static or may reduce over the next several years. Even if CPI escalation is required in such circumstances, it may be more appropriate and consistent with the requirements of the Code for the ERA to approve CPI adjustment on a Perth, rather than the Weighted Average of Eight Capital Cities metric.

Alternatively, the ERA determine that the MSLA price list should be subject to prior ERA approval before any price list increases can be effected by WP. This is especially important since (unlike in the NEM) customers in the SWIS do not have the benefit of metering competition and "power of choice". Synergy considers this approach would promote the Code objectives.

D. MSLA PROVISIONS (including schedule 1 dictionary)

Definitions

AMI Meter – This definition is ambiguous, and not consistent with the Code or aligned with WP's proposed roll out of 355,000 Type 4 meters with a range of “enhanced technology features” mandated by WP. The proposed definition is so broad that it covers Type 1-4 Meters under the Code that do not have advanced technology meters. It is important that the MSLA is consistent with the Code and clearly delineates an AMI Meter is a Type 4 meter where WP has mandated the technology feature from a meter where the User has requested “enhanced technology features” in accordance with clause 3.20 of the Code.

Commencement Date – Is the date of execution or the date the MSLA is deemed to apply to an arrangement (e.g. under Code cl 5.2). It is assumed the MSLA has legal effect under the Code on the date the ERA approves the amendments (see Code cl 6.20). As such, the new MSLA is a revocation and replacement of WP's current SLA, as opposed to amending the current SLA.

Connection Point – WP has introduced a definition of ‘connection point’ as part of its proposed amendments. The definition is not directly aligned with the Code and Electricity Networks Access Code 2004 (**Access Code**) but instead uses the definitions under the AQP which contemplates a single “indivisible” attachment point in relation to WP’s network assets. Synergy is concerned this definition, in relation to a physical attachment point, may be too narrow. For example, there may be circumstances where network assets are installed upstream and downstream of the revenue meters – sub-meters, transformers, data loggers, WP owned streetlights on Type 7 connection points etc.

Synergy’s position is it is more appropriate and correct for a connection point to be linked to the definition of “metering point” under the Code and be a point on the network in respect of the provision of covered services. This is what is contemplated under the Code in relation to “metering point”, “meter installation” and clause 3.5. At the very least the Connection Point under the MSLA should be a point on the network in relation to a “metering point” and “metering installation” as defined under clause 3.5 of the Code.

Customer – needs to specify that the definition of "customer" in **section 3** of the Electricity Industry Act 2004 applies (not the definitions used in sections 47 or 78) and also to customers of Users that are not loads but that own, operate or control generation facilities. This is important so the defined term is not confined to small use customers or loads.

Customer Funded Works Terms and Conditions – This definition is used in the MSLA in circumstances where WP contracts directly with the customer in relation to the provision of services (for example, contributions with respect to network augmentation that is not, at WP's discretion, complex or major works). Synergy is concerned that its use in eligibility criteria could have a number of unintended consequences, particularly because there does not appear to be any approval process for these terms and conditions, nor to Synergy's knowledge are their subject matter specified in any regulatory or legislative instrument.

In Synergy's view, this arrangement is inconsistent with the Code objectives because it gives WP the ability to use its monopoly position in an unconstrained manner. Given they are effectively incorporated into the MSLA, Synergy considers that they should, at a minimum, be provided to the ERA for its approval and consideration (and that any later proposed changes should be similarly monitored and controlled).

Synergy understands WP may contract with any party in relation to services under the Access Code. However, the MSLA approved by the ERA applies only to services provided to a User by a Network Operator under the Code. This definition and its use in the MSLA appear to implicate a User. In Synergy's view this is beyond the scope and function of the MSLA. That is, the MSLA and a User's liability under the MSLA does not apply in relation to circumstances where WP has directly contracted with a customer for services – providing the contract for services does not contravene applicable law or the User's ETAC. Therefore, this definition, its contractual effect and process implications under the MSLA needs to be amended.

In terms of process this is a significant change to the existing MSLA where the User requests a quote for the works. However, the works is still performed under MSLA terms and conditions. We also make comment in relation to this term in relation to proposed standard metering service ASP-1, below.

Customer Prevented – Contemplates that the customer is a party to the MSLA and may make requests contrary to the User in respect of the MSLA. It is not clear if such an arrangement is lawful. In addition, customers may not be aware of their implied liability under the MSLA if this arrangement is approved under the MSLA.

De-energise – the definition currently picks up the meaning given in the Code of Conduct, but that definition only applies to small use customers (as "supply address" relates to the standard form contract which in turn only relates to small use customers). For use in the MSLA, the definition of "de-energise" needs to be broadened so as to apply to all customers, not just small use.

Disconnect – the definition currently picks up the meaning given in the Code of Conduct, but that definition only applies to small use customers. For use in the MSLA, the definition of "disconnect" needs to be broadened so as to apply to all customers, not just small use.

Due Date – Synergy, based on its current transaction volume and clause 5.1 of the Code, requires the due date to be amended to give Users 15 Business Days to reconcile and pay the invoice. In Synergy's view 10 Business Days would be reasonable if WP provided a B2B arrangement for reconciliation and payment.

Electronic – This definition needs to be consistent with the definition in the Code.

Entry Point – See comments in relation to Connection Point.

Exit Point – See comments in relation to Connection Point.

Extended Metering Services –It appears some of the "field" services contemplated under the MSLA are not a "metering service" as defined under the Code. For example, supply abolishment. Further, a supply abolishment is not contemplated under the Code of Conduct or Customer Transfer Code and could be argued to be outside the scope or function of the MSLA. Therefore, this definition should be amended to reflect an extended metering service relates to metrology services.

Fees – The definition contemplates WP may unilaterally vary the fees from time-to-time by publishing them. In Synergy's view amending the fees under the MSLA is an amendment to the MSLA that must be approved by the ERA. The definition needs to be changed to reflect the fees amended under the MSLA and will need to be approved by the ERA. (Refer also to Synergy's comments under section C item 11.)

Field Completion Date – The definition does not make it clear if this information is part of Standing Data, defined under the Communication Rules that must be recorded in the *Registry*. Synergy requires WP to make it explicit under the MSLA whether “Field Completion Date” is required to be part of Standing Data and therefore, is subject to the controls and requirements of the Code.

Force Majeure – The proposed definition differs from the definition in the current MSLA, which refers to the definition in place in the access contract between WP and the applicable User. In Synergy's view, this current approach should be adopted to better align the MSLA with the access bargain struck between the parties. Given the potential for cross-over between performance of obligations under the MSLA and a given access contract, if the proposed definition is adopted there is the real likelihood that the effect will be to vary the access contract in some cases. In Synergy's view, this would be inconsistent with the Code objective and the Access Code objective.

Indirect Damage – Synergy's comments in relation to this definition are set out below in relation to Synergy's comments on clause 7 of the MSLA.

In Field – The definition is ambiguous and does not make it clear what a delivery resource is and requires amendment to be clear and precise what the matter relates to and link in with the transaction messages and timelines under the *Communication Rules*.

Manually Read Interval Meter – This definition is ambiguous. In effect it permits WP exclusively to determine what a manually read interval meter is and choose when a manually read interval data service will be provided. This is inconsistent with the service requirements under the Code and could potentially be used to continue to prevent the provision of manually read interval data. Synergy requires this definition to be express and aligned with the requirements contemplated under the Code and as a minimum clarify that it could apply to a Type 1 – 5 meter (including a Type 5 meter programmed as a Type 6. Synergy requires this definition to be consistent with the Code and clause 4.8(3) and refer to an Interval Meter where “interval energy data” within the “metering installation” can be obtained locally or manually without the use of a “communications link”. Synergy further notes the concept of a Type 4A meter developed under the “power of choice” is not contemplated in the Code.

Metering Service or Services – See comment on Extended Metering Service.

Meter Reading Schedule – The definition contemplates WP only need to publish this schedule annually. However, there is no requirement to publish the schedule each time WP amends. WP has proposed that they may amend the Meter Reading Schedule during the year. However, they have removed the requirement to consult with Users to ensure billing cycles and customer billing, in particular under the Code of Conduct, is not impacted by the change. Synergy requires the schedule to be published each time it is changed in accordance with clause 2.1(c) of the Code to enable Synergy to comply with its billing obligations under Part 4 of the Code of Conduct.

Meter Throughput – “metering point” used in this definition needs to be a defined term and aligned to the definition of “metering point” under the Code.

Non-AMI Meter – See comments in relation to AMI Meter.

Payment Error – There is no corresponding definition in relation to invoice errors or amounts invoiced that is not permitted to be invoiced under the MSLA.

Reasonable and Prudent Person – The definition contemplates there are times, as determined by WP, where WP may not need to act in accordance with “good electricity industry practice” in relation to complying with their obligations. This definition needs to be aligned with the term under the Access Code and the words “where applicable” should be deleted. In addition the words "reasonably and" should be inserted before "in good faith".

Reconnect – the definition currently picks up the meaning given in the Code of Conduct, but that definition only applies to small use customers. For use in the MSLA, the definition of "reconnect" needs to be broadened so as to apply to all customers, not just small use.

Re-energise – the definition currently picks up the meaning given in the Code of Conduct, but that definition only applies to small use customers. For use in the MSLA, the definition of "re-energise" needs to be broadened so as to apply to all customers, not just small use.

Service – This is not a defined term. This should be defined as the services listed under Schedule 3 of the MSLA as amended from time to time.

Service Order – It is not clear by what is meant by a “valid request” and Synergy is concerned that any uncertainty could hinder or possibly even prevent a User's access to the services under the MSLA. In Synergy's view any service request submitted in accordance with the Code or *Communications Rules* is a valid request. Therefore, the word “valid” should be deleted from the definition.

Standard Metering Services – This requires clarification whether SMS is a covered service or a metering service subject to the supplementary matters under the Access Code.

Standard Supply – WP has now provided a classification for what is a Standard Supply. Services and prices under the MSLA will only apply to a customer with a “Standard Supply”. Customers who do not have a Standard Supply will require either the customer or the User to contract with WP under separate terms and condition. The process and contractual obligation in relation to multiple parties under the MSLA is not clear. Synergy's position on the MSLA is it must explicitly deal with all metrology arrangements, not just some. The intent of the MSLA is to provide a baseline contract for metering services with Users having the ability to enter into alternative contracts in the event the MSLA is “not fit for purpose”. Users should not be compelled to negotiate metering services with a monopoly service provider in relation to the provision of metrology services from a regulated asset. WP's proposed approach is not consistent with clause 6.6(1)(a)-(c) and (e) of the Code. In Synergy's view, it is also inconsistent with the Code objectives.

Term – See comment in relation to Commencement Date.

Whole Current Metering – This definition is not clear and is ambiguous. It is not clear what “connected directly to the Connection Point circuit” legally means. Synergy understands this definition is used in relation to meters, under the Code, that do not use or require a current transformer or voltage transformer to measure electricity production or consumption. If so, the definition needs to be made more explicit.

Cl 1.2 Interpretation Act applies

In our view, the MSLA is not a written law within the meaning of the Interpretation Act, Synergy therefore suggests adding the words "as if it were a written law as defined in that Act" at the end of cl 1.2 so that the provisions of the Interpretation Act can apply to its interpretation. While the

Metering Code, being *subsidiary legislation* (see s39(3) of the EIA) is a "written law", it is less clear if the MSLA is itself a "written law").

CI 2.1 Term

The clause contemplates that the MSLA will need to be executed as an agreement before it has legal effect. However, in some cases the MSLA terms are deemed to apply where there is no written agreement or "execution" of it (e.g. see Code cl 5.2). Clause 2.1 therefore needs to be amended to also allow the Term of the agreement to commence where the MSLA is deemed to apply without any execution.

CI 2.2 Termination

See comments in relation CI 2.1.

CI 3.1 Metering Services

CI 3.1(b) requires a User to submit a valid Service Order, in accordance with the *Communication Rules*, to receive a service under the MSLA. However, WP's Build Pack developed under the *Communication Rules* does not cater for the provision of remote services and does not delineate a remote service from a manually provided service. It also means Users will not be able to reconcile the type of service that has been requested and the charges that would apply.

CI 3.1 Metering Services Terms

The provision requires WP to provide the service in accordance with the terms of the MSLA. However, some services require the services can only be provided in accordance with the Customer Funded Works Terms and Conditions but does not make it clear who must comply with these additional terms and conditions.

CI 3.2 Service Standards

The clause requires WP to provide the services in accordance with the Service Standards in Schedule 4, but does not specify:

- What happens if WP does not meet the service standard. In Synergy's view, a User:
 - should not be charged for a service if WP does not meet the service standard for that service; and
 - should receive a "service standard payment" (liquidated damages) each time WP does not meet the service standard.

See Synergy's submissions at Part C section 5 above concerning performance incentive provisions.

- Further, where, for example, WP's KPI is to only ensure 95% of service requests are delivered in accordance with service standards – what service standards apply to 5% of the remaining service requests. There is also no express obligation to deliver the outstanding 5% of service requests. This needs to be addressed under the MSLA – such as by service standard payments. See Synergy's submissions at Part C.5 above concerning performance incentive provisions.

- Situations where WP does not meet a service standard but requests a User to submit a new service notification. For example, Synergy has raised a service request, WP has missed the service standard and instead of completing the existing service WP has cancelled the service notification and requested Synergy to raise a new one before performing the service. If there are legitimate circumstances where this needs to occur the MSLA must specify those circumstances. If not, the practice should be prohibited under the MSLA.

The service standards contemplate the provision of services under clause 3.1 only applies to a portion of service requests and not all service requests. This policy is contrary to the Code objectives.

CI 4 Financial Covenants by User

Synergy has on occasion withheld payment to WP because WP has been outside of the MSLA. If WP doesn't deliver the service, a User should have the right to withhold payment in.

CI 4.1(C) Charges Meter Tests

Clause 5.21(10) of the Code requires that any unwritten service level agreement in respect of testing of the metering installations, or the auditing of information from the meters associated with the metering installations, or both, must include a provision that no charge is to be imposed for undertaking a test or audit of meters associated with the metering installations *if the test or audit reveals a non-compliance with the Code*.

However, the effect of clause 4.1(c) of the MSLA is that a User is liable to pay for a meter test unless the meter test reveals energy data errors *in favour of WP*. Clause 5.21(10) is not so narrow and clause 4.1(c) of the MSLA is therefore inconsistent with the Code requirement. The Code requires that WP must not impose a charge for the meter test or audit if the results reveal a non-compliance with the Code - irrespective of whose favour the energy data is perceived to be in. Further the provision is inconsistent with clause 4.11(2) of the Code of Conduct where a User is acting on behalf of a small use customer and hence inconsistent with clause 2.1(c) of the Code.

Further, it is important to note that where energy data is non-compliant, either higher or lower, the User always has a liability – either to the network operator or the customer under the Code of Conduct (refer clause 4.17-4.19). It is difficult to contemplate a practical scenario where non-compliant energy data provided by WP can benefit a User or be in the favour of a User. Therefore, Synergy requires this clause to be amended to be consistent with the Code so a User is not required to pay any fee if the test or audit reveals any non-compliance with the Code. For example, delete the words "such that it results in Energy Data errors being recorded in Western Power's favour,".

CI 5 Invoices

Synergy requires an obligation (similar to WP's current model Electricity Transfer Access Contract (ETAC)) to the effect that a User's obligation to pay only commences once WP has provided all the necessary data that allows a User to independently reconcile and determine how the charges were derived.

Synergy also requires a carve-out clause (similar to the ETAC) to the effect that WP must not invoice charges in respect of services:

- performed outside of the MSLA

- performed more than 12 months ago
- that have not been completed
- that are the subject of an ombudsman complaint

Cl 5.2(a) requires Users to pay all invoiced amounts that are payable. To avoid doubt it should be expressly clarified that this provision is subject to any withholding or set off rights a User may have under the MSLA or at law. For example, a User may withhold payment of a disputed portion of an invoice (see cl 5.3) or set off any amounts owed to it by WP against any payments due to WP under the invoice (see our proposed amendments below for cl 11, requiring set off rights for Users too). One reason why it is important to expressly clarify that cl 5.2(a) is subject to all such withholding or set off rights is that otherwise it might be thought (incorrectly) that interest is payable under cl 5.2(b) on any invoiced amounts that are not paid because of such withholding or set off rights.

Cl 5.3(a) of the proposed MSLA (like cl 4.5 of the existing MSLA) requires that a User "must" notify WP of any disputed invoice "prior to the Due Date". There are sometimes situations where a reason for challenging an invoice does not become apparent until after the due date (e.g. because relevant evidence only comes to light at some later date). Synergy does not see why Users should have this arbitrary time limit (which is in effect a form of liability exclusion) imposed on them when it can have unreasonable and inefficient consequences. It should be clarified that, for example, while Users must use reasonable endeavours to give notice of dispute before the due date, any failure to do so does not prevent a User notifying and disputing the invoice at any later time.

To avoid doubt, cl 5.3(a) should also be amended to expressly clarify that a User may withhold payment in respect of the disputed portion of the disputed invoice. Currently this is only implied.

5.4: Similar to the current MSLA, WP is seeking an 18 month time restriction in relation to claims for payment errors (see MSLA cll 5.4(d)&(e)).

Further:

- in principle, Synergy does not see why any such time restriction should apply in relation to Synergy receiving an adjusting payment and requires that it not apply in such circumstances;
- any such time restriction that is accepted, should not apply in certain cases (e.g. payment errors due to fraud or wilful default); and
- it is not clear what justification WP has in cl 5.4(d) for extending the 18 month period only for underpayments (cl 5.4(e)) and not also for overpayments (cl 5.4(f)). Synergy considers that cl 5.4(d) should be made subject to both cl 5.4(e) and cl 5.4(f).

Further, WP's draft MSLA is seeking that interest be payable on adjusting payments unless the adjusting payment relates to an underpayment resulting from the other party's error (MSLA cl 5.4(b)&(c)). Synergy is of the view that there are other circumstances where interest should not be payable, for example where an underpayment resulted from Force Majeure (not just from the other party's error). Synergy is also concerned to ensure the prescribed interest rate is back-to-back with its other commitments (see our comments on the definition of "prescribed rate" above).

Further, it is not clear what is to happen if a party disputes an adjusting payment. MSLA cl 5.4(a) only requires a "notice" to be given to trigger the obligation to make an adjusting payment. But a "notice" which is not an "invoice" will not allow the "disputed invoice" provisions in cl 5.3 to be invoked. It should be clarified that the "disputed invoice" provisions in cl 5.3 also apply to disputed adjusting payments.

In addition, Synergy:

- considers 10 business days (MSLA cl 5.4(a)) is not sufficient to manually fully reconcile the invoices. (Under current transaction volumes and level of data being provided at least 15 business days is required);
- requires separate line items to be provided in the invoice for each service to ensure reconciliation is possible; and
- requires separate SMS line item invoice files from network charges to retain visibility for reconciliation purposes.

Cl 6 Warranties

Synergy notes that the current MSLA does not contain any representations or warranties of the kind provided for in clause 6 of the MSLA but similar provisions are contained in WP's current model Electricity Transfer Access Contract for AA3.

Synergy considers that a provision similar to clause 18.1(a)(i) and clause 18.2(a)(i) should be included in clause 6 of the MSLA, as applicable. Those provisions provide, in summary, that WP and the User respectively represent and warrant to the other party that WP and the User (as applicable) have complied with the AQP and the requirements of the Access Code except non-compliance is due to a breach by the other party of the AQP and the Access Code.

Synergy considers that the parties should be required to represent and warrant compliance with the Code, the Communication Rules and the Metrology Procedure.

Cl 7 Liabilities and Damages

Cl 7.1 provides for the exclusion of liability for "Indirect Damage"... "however arising" and cl 7.2 seeks to impose liability limitations for the MSLA which are based on a User's liability limit under its access contract.

Synergy is concerned that:

- The definition of Indirect Damage is potentially extremely wide and arguably excludes some forms of direct loss or damage.
- To the extent a liability exclusion or limitation is broad, that is likely to favour WP (as service provider) over Users (as service takers).
- The breadth of the exclusion or limitation of Indirect Damage is inconsistent with WP's and User's relative risk positions under WP's current model Electricity Transfer Access Contract (ETAC). For example, under clause 3.6(f) of the ETAC, WP must not delete a Connection Point other than in accordance with a notice given by a User under clause 3.6. If WP commits a breach of this obligation in circumstances that constitutes a "wilful default", it is liable to the User and the exclusion of Indirect Damage does not apply.
- Given that supply abolishment is proposed to be an Extended Metering Service under the MSLA, it would seem that the dis-application of Indirect Damage would not apply and the MSLA's complete carve-out for Indirect Damage could take priority.
- Users are in any case exposed to certain liabilities to third parties (e.g. to consumers under the Australian Consumer Law) which by law cannot be modified, restricted or excluded.

- Users may be caught in the middle with exposure to their customers and other third parties for matters that are attributable to WP's default but for which, due to the liability limitations in the MSLA, WP is not liable for.
- The use in cl 7.1 of "however arising" would appear to apply the exclusion of indirect damage even for a party's fraud or wilful default or where a party has caused death or personal injury (e.g. to a customer on life support). Similarly, the liability limitations in cl 7.2 do not contain any exceptions.

Synergy in any case considers that the exclusion of indirect damage in cl 7.1 and the liability limitations in cl 7.2 should align with the approach approved by the ERA in respect of the ETAC.

Further, Synergy requires:

- the liability exclusions and limitations in cl 7 must not be allowed to apply to any refunds, service standard payments or other performance incentive payments - see Synergy's submissions at Part C.5 above concerning performance incentive provisions;
- clarity in the MSLA to the effect that the MSLA does not operate to vary each party's risk position under the respective access contracts between a user and WP; and
- a provision to the effect that WP must pay Users adequate compensation and the liability exclusions and limitations in cl 7 will not apply for certain losses, including:
 - when WP causes Standing Data to be incorrect and Synergy suffers a loss where it has relied on Standing Data information in relation to a supply contract (or for any other purpose); and
 - for consequential losses similar to business damage provision under the ETAC. For example where Standing data requires re-work when incorrect etc.

CI 8 Force Majeure Expenditure

Synergy notes:

- cl 8.2 (a) would seem not to require notification of Force Majeure (**FM**) until it has continued for at least 2 days. This represents a lower reporting obligation on the part of the Affected Person than is the case under the current MSLA, which requires the Affected Person to notify the other person "promptly". WP has not provided any justification for this. Synergy considers that if a party wishes to rely on FM it must notify the other as soon as reasonably practicable (which in some cases could require immediate notice). This is particularly the case if a Force Majeure Event is likely to be recurring but where it may not meet the 2 day threshold in each instance.
- cl 8.3 - The provision needs to be expanded to also include that an Affected Person is not obliged to incur expenditure if the Force Majeure Event constitutes a breach of the Code by the other party.
- cl 8.4 – The 'only consequence' of failure provided by the clause may not be a strong enough incentive to promote reasonable endeavours under cl 8.2(b)(ii).

CI 9 Default

Clause 9 only outlines the terms and conditions in relation to a **User's** default in due and punctual payment. Synergy proposes that the MSLA should include provisions to the effect that:

- a User is not in default of the MSLA if it does not pay any amount due under the MSLA or does not perform any other obligation under the MSLA because:
- WP has not complied with the Code;
- WP has not met the service standards under the MSLA; or
- WP has not performed any other of its obligations under the MSLA.
- WP is not permitted to suspend services where a dispute is unresolved (regardless of balances withheld). The currently proposed cl 9 would give WP excessive leverage in disputes with Users.

Further, Synergy considers the MSLA should also include provisions setting out meaningful consequences where WP is in default, including for **WP's** default in:

- Not complying with the MSLA
- Not complying with the Code
- Not processing requests for services expeditiously and diligently

CI 10 Disputes

It is not clear if the provision gives Synergy the ability to resolve a dispute through a different mechanism instead of using the Code. Synergy would like the right to resolve a contractual dispute differently.

CI 11 Set Off

Clause 11 would only give WP (not Users) a right of set off. WP has not provided any justification for this asymmetrical and ostensibly unreasonable approach. Synergy requests that mutual set off rights should apply for both parties.

CI 12 Assignment and Encumbrances

CI 12(c) – the same exception as applies here for WP should also apply for Synergy (which is also State owned).

CI 13 Confidential Information

WP's current SLA does not contain confidentiality obligations. In Synergy's view, this is because the confidentiality provisions of the Code are sufficiently robust to ensure that each of WP and Users confidential information is protected. The establishment of a new confidentiality regime under the MSLA introduces confusion and could give rise to a situation where Users are not free to advise their customers on prices for extended metering services or scheduled dates for metering services to be provided by WP at a customer's premises.

To the extent that a confidentiality regime should be provided for, which Synergy does not accept, Synergy queries how a recipient is expected to know if information it receives would fit within any of the requirements of clause 13.1(c),(d) or (e) unless the party providing the information expressly says so (which the current drafting does not require them to do). Further, in relation to permitted disclosures, Synergy considers that Users and WP should be able to disclose confidential information to the Minister for Energy and his/her delegates and staff.

Synergy also queries if the 7 year time limit on enforceability post termination (cl 13.10) is appropriate if any confidential information would still be confidential at or after that time?

14.11 – Further Assurance

Synergy considers that this should be expanded to include an obligation to cooperate similar to the ETAC in relation to Code of Conduct and Customer Transfer Code.

E. MSLA SERVICES, STANDARDS & FEES (Schedules 2-5)

ANCILLARY SERVICES

ASP -1 New Connection

Matters raised under section C items 3 and 8 apply to this section.

In Synergy's view a critical element of the service description under a contract is it must state what deliverable or value is being provided to the User. The current service descriptions do not make it clear what the value or deliverable to the User is.

The provision and establishment of the connection point is a function of the AQP. Therefore, Synergy's regulatory position is the connection of electricity, under the AQP, is a "covered service" and can be part of (or could also be a standalone) a reference service. An electricity connection is an essential ancillary service to the conveyance of electricity on a covered network and is a service which is required by all electricity customers. The primary purpose of a new connection service is to provide for the conveyance of electricity to new premises not the accurate metering of electricity production and consumption or promoting access to and confidence in data of parties to commercial electricity transactions⁹. Provision of energy data, under the Code, occurs subsequent to the establishment of a connection service.

Therefore, this should not be a Standard Metering Service. In effect this service is the installation of a new meter at a new connection point and is already covered by the installation service contemplated under MP-2.

The MSLA also does not explain in any detail what an AMI and Non-AMI meter means under the Code (ie in the absence of a description how will parties know whether a meter falls into either category) and *Metrology Procedure* and how this metrology and non-metrology services are affected. This includes making clear what is meant by: "telecommunications network" in relation to *Communications Link* and the *Mandatory Link Criteria* under the Code and what is meant by "available" and "not available" in relation to a "telecommunications network".

Synergy also notes the level of detail provided in the current MSLA has been omitted – and is not clear what under the proposed MSLA regulates the installation of a Type 1-6 meter under Code. This lack of detail favours the service provider and gives WP an opportunity to use excessive power in a manner that is inconsistent with the Code objectives. Therefore, Synergy requires this clarity to be

added back to this service under the MSLA including updating the Metrology Procedure to align with the Code and if applicable WP's AMI proposal.

WP has also introduced a new supply concept which is not reflected in the AQP and Technical Rules. The effect of this is to create regulatory uncertainty in relation to the supply of some customers. It is also not clear how the Standard Supply concept works in relation to covered services and an application made under the AQP - because WP contemplates that there will be different arrangements and governance requirements for a Standard Supply and these will need to be negotiated each time in relation to a non-Standard Supply. Further, it appears that WP is proposing that the User will be legally bound by these third party negotiations under the MSLA. Synergy considers this is inconsistent with clause 6.1(a), (b), (c) and (e) of the Code.

The MSLA must provide the services in relation to customers that are required to be provided by the Code, the Code of Conduct and the covered service sought under the AQP. This means the MSLA must provide services in relation to customers WP consider have a non-standard supply but fall within the requirements of Division 3.2 of the Code. Synergy cannot contemplate a scenario where a customer's supply arrangement would not fall within this provision of the Code.

Therefore, in Synergy's view the concept of a Standard Supply and associated restrictions is not consistent with the regulatory regime and the requirements of a MSLA and should be removed from the MSLA.

WP has also made comments under the MSLA in relation to whole of current metering. In Synergy's view it is not appropriate to raise technical constraints under a contract for services when the Code has contemplated these matters need be dealt with and approved by the ERA under the Metrology Procedure.

Further, similar to the description in the current MSLA the service needs to also specify that the provision of timely *Standing Data* forms an integral part of the service. There will be significant issues if WP completes the service but does not align this with the provision of *Standing Data* as required by the Code. Synergy understands WP still has some way to go to align its field work activities with timely updating and provision of *Standing Data* and therefore it is important the MSLA highlights this requirement where it is critical to the end value or deliverable to the customer. Delay's in *Standing Data* provision directly affects the timeliness of service provision to the end customer.

The final reason why ASP-1 should not be approved by the ERA is because at WP's discretion, it could give rise to an inadvertent scheme of shared augmentation costs for network connection that is not consistent with the "causer pays" approach taken by the ERA in recent years.

Because it is proposed that ASP-1 which is proposed to include connection point establishment is a standard metering service, WP's costs associated with the provision of that metering service would be recovered under reference tariffs. While WP proposes that the connection point meets the relevant connection requirements including "customer funded works – terms and conditions" it is not clear whether this will actually mean customer contributions for network connection will be sought, because WP has broad discretion under the customer funded works – terms and conditions to forego customer contributions. This could give rise to a circumstance where, at WP's discretion, costs for network connection for individual or classes of customers could be recovered under reference tariffs.

If there is to be a shared augmentation approach to connection costs of the kind that applies to certain connection points in the National Electricity Market, then it should be considered as a formal part of the Access Arrangement approval process and not inadvertently adopted under the MSLA.

Eligibility Criteria

West Australian Electrical Requirements (WAER). It is not clear why this is a contractual restriction under the MSLA. Synergy notes, relevantly, the covered services under the ETAC requires customers to comply with a number technical compliance requirements including the WAER before WP will provide a connection point and a covered service. Therefore, the Code requires WP under Division 3.2 to provide a metering installation when WP has approved a connection, provided a connection point and covered service under the AQP.

Further WP does not specify what exactly the customer must do to obtain this service in relation to the WAER. In Synergy's view this criteria should be similar to the current MSLA and require the customer to provide the necessary completion notice in accordance with the *Electricity Licensing Regulation 1991*. However, as mentioned above it is unnecessary because the access arrangement does not permit the establishment of a connection point or the provision of a covered service unless the site complies with the WAER.

West Australian Distribution Connection Manual (WADCM). Refer to Synergy's comments in relation to the WAER. The WADCM is a commercial guideline document and does not have legal effect under the Code or Access Code. Further, this WP commercial document is not subject to regulatory oversight and therefore cannot be used to restrict the operation of regulated instruments such as the MSLA and the Technical Rules.

This matter was discussed previously at the Technical Rules Committee in 2011/12. In Synergy's view if WP requires the WADCM to impose conditions under a contract approved by the ERA then the WADCM needs to form part of the MSLA and be subject to review by the ERA. WP also has not provided any explanation why the provision of metering services under the Code now requires customers to comply with this commercial document. Including whether the *Arbitrator* needs to give regard to the WADCM in relation to a dispute under the Code. Synergy would also like to understand how WP currently procures customer compliance to the WADCM .

Service Orders. The service does not specify which Service Order must be used under the *Communications Rules* – this is required so Users know that the *Communications Rules* can give effect to this service request. It is not sufficient to make an ambiguous reference to a Service Order. This has been an issue with the current MSLA because it is not clear which transaction should be used and WP can change their mind from time-to-time in relation to which Service Order and codes should be used for a service under the MSLA.

The lack of clarity in this area of the MSLA causes Service Orders to be rejected with no clear reason why creating unnecessary work, expense and substantial delays in relation to customers receiving their services. Further, Synergy requests the Service Order requirements under the *Build Pack* need to be updated to align with the new MSLA. This work has yet to be completed.

Customer Funded Work. Synergy considers this matter is inconsistent with clause 6.6(1)(a),(b), (c) and (e) of the Code. It is not clear what is meant by Customer Funded Works and how third party terms and conditions for them can legally apply under the MSLA including modifications to the network effected under the AQP and a User's ETAC.

If WP has unfettered control over the content of those Customer Funded Works terms and conditions then it could seek to use them to introduce provisions that are prejudicial to Users and not approved by the ERA. Further, it is not clear how this is an eligibility criterion. The MSLA, under the Code, needs to specify the maximum charges that may be imposed – it is not clear what WP is proposing in relation to the legal effect Customer Funded Work will have under a MSLA. In Synergy's view this is not relevant to the MSLA and should be removed.

Service standard

Notwithstanding Synergy's position on a connection service being a covered service Synergy does not consider the proposed response timeframe is consistent with clause 6.5(c) and (d) of the Code. From discussions with NEM metering industry participants Synergy understands network operators typically require 100% service delivery from their service contractors.

It is unreasonable for a network operator to provide a lower level of service to a User than it receives itself. Further the service standard is not consistent with clause 6.5(g) of the Code. The timeframes contained in the *Electricity Industry (Obligation to Connect) Regulations 2005* to connect a customer's premises are absolute. The regulations do not permit a network service operator to provide connection services 95% within the timeframes specified in the regulations.

WP has proposed to provide performance indicator reports on a quarterly basis. However, Synergy, in accordance with clause 5.1 and 5.8 of the Code, requires this report to be provided on a weekly basis in light of the volume of Synergy's weekly metering transactions to support customer requirements.

Fees

As previously stated above Synergy considers the provision of new connection is a covered service and therefore should not be included within the MSLA. Accordingly, the efficient cost of a connection should be included within a reference service and not the MSLA.

ASP -2, MDP-13 De-energise (manually and remotely actioned)

Matters raised under section C item 3 apply to this section.

Synergy's regulatory position is the reconnection or disconnection of electricity is a "covered service" and can be part of (or could also be a standalone) a reference service. A reconnection or disconnection of electricity is ancillary to the conveyance of electricity on a covered network and is a service which is required by all electricity customers. This is particularly the case when considering the remote reconnection or disconnection where Type 4 meters operate to effect or interrupt the conveyance of electricity.

WP has also proposed to provide two different services (ASP-2 and MDP-13) that provide the same end value to the User. In Synergy's view there should be only be a single service with different price points. Refer to our comments in relation to this under Table 1 and MDP-9, 10 and 11.

Synergy also notes that the service appears to exclude the pole-top and dome de-energisation services. Synergy currently receives these types of de-energisation under current MSLA and requires these services continue to be provided in accordance with clause 5.1 of the Code, relevantly, as covered services.

WP has proposed that the service will not be provided to "High Voltage Connection Point" sites. Synergy requires this covered service to be provided to all connection points under a User's ETAC. Further, Synergy requires the definition of high voltage and low voltage to be consistent with the Technical Rules and the information that is required to be registered in *Standing Data* in relation to the provision of a covered service. In Synergy's view this is not a value that can unilaterally be determined by WP under a MSLA.

In addition the current proposed disconnection timeframes are not consistent with clause 2.1(c) of the Code as they are more restrictive than the disconnection timeframes prescribed for small use customers under clause 7.6(2)(b) of the Code of Conduct (and for customers who are not small use customers there is no reason why these restrictions should apply).

Synergy understands it is technically possible for WP to send a completion transaction to the gateway within a matter of minutes. Therefore, where the service is effected remotely Synergy, in accordance with clause 5.1 of the Code, requires Users to be notified within 15 minutes of completion. Further, remotely actioned meters should be an automated transaction with a full turnaround of 15 minutes. However, Synergy recognises some light manual desktop actions may be required for meters on the cellular network. However, successful completion notification should still be no longer than 15 minutes. Similar arrangements should also apply to the re-energise service.

Eligibility Criteria

Service Orders & Customer Funded Work. See our comments on these at ASP-1 above.

Network safety: MDP-13 requires a User to have a current MOU with EnergySafety regarding remote de-energise and re-energise services

Under the West Australian regulatory regime WP has statutory responsibility for safety in relation to approving the connection of equipment to the network. This includes the operation of the network and the provision of services in respect of the network. Therefore, in Synergy's view it is unreasonable that Users have to procure safety compliance in relation to WP's meters, equipment, operations and services. This condition should be removed from the MSLA and WP should provide information on why it has proposed to impose this condition on Users under a MSLA.

Service standard

Notwithstanding Synergy's position on a non AMI de-energisation service being a covered service Synergy does not consider the proposed response time is consistent with clause 6.5(c) and (d) of the Code. From discussions with NEM metering industry participants Synergy understands network operators typically require a higher service delivery from their service providers than proposed under the MSLA. It is unreasonable for a network operator to provide a lower level of service to a User than it receives itself.

WP has proposed to provide performance indicator reports on a quarterly basis. However, Synergy, in accordance with clause 5.1 and 5.8 of the Code, requires this report to be provided on a weekly basis in light of the volume of Synergy's weekly metering transactions to support customer requirements and recognising WP's metering services have been performed at levels below the current MSLA.

Further, for manual services Synergy considers the proposed extended timeframe unacceptable due the financial consequences to Users for extended disconnection timeframes and also increased customer debt. Synergy requires the current 1-2 business day metropolitan standard and 5-6 business day non-metro (country) standard to be maintained. It is important to point out that disconnections is a last resort action for Users because of the subsequent effort and costs in reconnecting and establishing supply for the customer. Given this Synergy is concerned, based on its experience, that long disconnection time frames create a negative customer experience.

Fees

As previously stated above Synergy considers the provision of a non AMI de-energisation service is a covered service and therefore should not be included within the MSLA. Accordingly, the cost of a connection should be included within a reference service and not the MSLA. In that regard Synergy considers the proposed charge within the MSLA appears to be reasonable (although this charge should of course be properly assessed to ensure it meets the relevant regulatory tests, including under cl 6.6(1)(e) of the Code). However, the charge for the manual country service, \$166.61, does not appear to be cost reflective and is potentially two to three times higher than it needs to be. Further, no charges have been proposed for high voltage metering installations and, subject to such

charges meeting the relevant regulatory tests (including under cl 6.6(1)(e) of the Code), Synergy considers it is reasonable that the MSLA contain these charges where they have been provided to them under their sub-contractor agreements.

However, the charge for the manual country service, \$166.61, does not appear to be cost reflective and is potentially two to three times higher than it needs to be. Further, no charges have been proposed for high voltage metering installations and Synergy considers it is reasonable that the MSLA contain these charges where they have been provided to them under their sub-contractor agreements. Synergy considers the \$4.81 charge for the remotely enabled service to be reasonable. Although the charge will need to be properly assessed to ensure it meets the relevant regulatory tests, including under cl 6.6(1)(e) of the Code.

ASP -3, MDP-14 Re-energise (manually and remotely actioned)

Matters raised under section C item 3 and the matters raised under ASP-1 to 2 apply to this section.

Synergy requires this service to be provided as a covered service. In addition, Synergy also requires the following urgent and emergency re-energisation service in relation to servicing small use customers:

- Urgent non-metro- completed within 3 hrs same day
- Urgent County- completed within 24hrs
- Emergency- by a time specified by the User.

Service standard

Based on Synergy's experience, customer complaints and energy ombudsman enquiries it appears that the manual service ASP-3 is creating issues for country customers in relation to receiving a prompt service. The 5 business day standard can often result in these customers going without supply for 7 calendar days, before it is restored. Therefore, in order to address this issue Synergy requires the service standard of 5 business days for country to be changed to 5 calendar days.

Eligibility Criteria

Electrical Safety Certificate: WP has proposed if a meter has been disconnected for more than 12 months an electrical safety certificate is required. In Synergy view this requirement is unreasonable and contrary to the Code clause 5.1, to the operation of the AQP, ETAC and covered services provided under an ETAC. The requirement to comply with technical requirements including the WAER is a requirement under the ETAC and covered service provided by WP under the AQP.

If a User is already paying for the charges in relation to a covered service and meet the technical compliance requirements of the covered service then in Synergy's view WP does not have a legal basis to require Users to procure customers to provide another safety certificate in respect of a connection application under the AQP. Further, the ETAC specifies the process WP need to follow in relation to confirming technical and safety compliance in relation to a covered service provided under the ETAC. In Synergy's view this condition needs to be removed from the MSLA.

Network Safety: MDP-14 requires User to have a current MOU with EnergySafety regarding remote de-energise and re-energise services

Under the West Australian regulatory regime WP has statutory responsibility for safety in relation to approving the connection of equipment to the network. This includes the operation of the network and the provision of services in respect of the network. Therefore, in Synergy's view it is unreasonable that Users have to procure safety compliance in relation to WP's meters, equipment, operations and services. This condition should be removed from the MSLA and WP should provide information on why it has proposed to impose this condition on Users under a MSLA.

Service standard

WP has proposed to provide performance indicator reports on a quarterly basis. However, Synergy in accordance with clause 5.1 and 5.8 of the Code requires this report to be provided on a weekly basis in light of the volume of Synergy's weekly metering transactions to support customer requirements and recognising WP's metering services have been performed at levels below the current MSLA.

The proposed service standard is not consistent with clause 2.1(c) of the Code because clause 8.2(2) imposes an absolute obligation on the timeframes in which WP must connect a customer and not 98% as proposed in the MSLA.

Further, for manual services, Synergy requires the current 1-2 business day metropolitan standard and 3-5 business day non-metro (country) standard to be maintained. This service is particularly important from a customer perspective. In the event a customer has entered into a payment arrangement, there is an energy ombudsman determination, an erroneous disconnection or a potential safety concern it is important that a customer's supply is restored promptly.

Fees

As previously stated above Synergy considers the provision of a non AMI de-energisation service is a covered service and therefore should not be included within the MSLA. Accordingly, the cost of a connection should be included within a reference service and not the MSLA. In that regard Synergy considers the proposed charge within the MSLA to be reasonable. However, the charge for the manual country service, \$166.61, does not appear to be cost reflective and is potentially two to three times higher than it needs to be. Further, no charges have been proposed for high voltage metering installations and Synergy considers it is reasonable that the MSLA contain these charges where they have been provided to WP under their sub-contractor agreements.

ASP - 4 Supply Abolishment

Matters raised under section C item 3 and the matters raised under ASP-1 to 3 apply to this section.

Synergy requires this service to be provided as a covered service. The resulting effect or end value of this service to the User is that it removes the connection point from the User's ETAC. This is clearly articulated under the current MSLA and needs to be included in the service description.

Further, the service also needs to make it clear, in relation to the User, that it only deals with the removal of WP's assets provided to the User under the ETAC and not assets that have been installed in relation to a connection contract between the customer and WP.

Service standard

Synergy considers the proposed services standards will negatively impact customers and the operation of the Code of Conduct clause 5.7 requiring Synergy to issue adjusted bills in relation to under charges. Synergy requires the current 5 business day metropolitan and 10 business day non-metro standards to be retained.

Fees

Supply abolishment fees were the same for country and metro installations and both charges have increased substantially between 40% and 80%. Synergy considers the metro price to be reasonable however, the charge for the country service does not appear to be cost reflective. Further substantiation will need to be provided to understand the proposed country charges. In relation to supply abolishment for other supplies - Synergy considers it is reasonable that the MSLA contain these charges where they have been provided to WP under their sub-contractor agreements.

D. METER PROVISION SERVICES

MP-1 Meter Installation Repair (meter Installation – operational)

Matters raised under section C item 3 and under ASP-1 to 4 apply to this section.

Synergy requires this service to be provided as a SMS.

The Code, under several provisions, contemplates WP must make repairs to metering installations in accordance with the applicable service level agreement. WP has classified services under the MSLA as either a Standard Metering Service or Extended Metering Service. However, while WP have labelled this as a "Standard Metering Service", the footnote indicates a meter exchange fee may be levied in certain circumstances, where repair or replacement of a meter is required due to deliberate or accidental damage to or tampering with the meter. However, the Code makes it clear that the meters on the network are WP's property and the regulatory regime provides sufficient powers for WP take action against persons who damage their property. In Synergy's view, as WP is the owner of the meters, WP (not the Users) should also own the risk of damage to them caused by third parties.

The service description proposes that a User would request this meter repair service "following completion of a test, audit or investigation" which would seem to imply that a User may have first had to request and pay for an MP-6 or MP-3 service (both of which are EMS) before it can request and pay for this MP-1 service. However, this appears to be inconsistent with clause 3.5 and 3.11 of the Code. The Code, under clause 3.5 and 3.11, contemplates that WP must keep its meters maintained and in good working order and correct any non-compliances. Therefore, it is not reasonable for a service provider to charge a User for a compliant service and charge them again to rectify a non-compliance. In addition, under the Code a User may request for a meter test or audit and if a non-compliance is found it is WP responsibility to rectify the non-compliance. The Code also requires WP to test meters in order to proactively replace meters that have become non-compliant or are likely to become non-compliant.

WP has also proposed it may levy a meter exchange fee, presumably on the User, if a person causes deliberate or accidental damage to a meter. It is unreasonable for a User to be made liable for another person including WP's contractors unlawfully damaging WP's property. This fee should not be imposed on the User. WP has the necessary powers and needs to take legal action against the person that has caused damage to its property in accordance with its statutory powers. It is not reasonable for a User to pay for someone else causing damage to WP's property especially if WP is reluctant to use its statutory powers in this matter. Synergy considers the requirement is inconsistent with clause 6.5(g) of the Code in relation to section 67A of the *Energy Operators (Powers) Act 1979*.

However, if WP provides a User local access to the meter, under clause 4.8 of the Code, and the User damages the meter then it would be reasonable for the User to pay for the meter to be repaired or replaced in accordance with the Meter Exchange Service MP-3. It is important to note that this would be a reasonable outcome if WP provided Users with an energy data validation service under the MSLA that is consistent with clauses 4.8(3), 5.16 and 6.6(1)(a)(i). Synergy has previously requested local access under clause 4.8(3) and WP has refused to provide this access or service.

There are also circumstances where WP cannot get access to the meters on its network and has chosen not to exercise its statutory rights under section 46 of the *Energy Operators (Powers) Act 1979* in this regard. Therefore, under these circumstances Synergy requires where WP cannot read a meter for a period exceeding 9 months it must install a Type 4 meter. The cost of this exchange

should be treated similarly to other SMS.. Further the service needs to make it clear that deliverable to the User is that the meter must be installed and configured in accordance with the User's service requirements.

MP-2 Meter Exchange (meter installation - customer)

Matters raised under section C item 3 and under ASP-1 to 4 and MP-1 apply to this section.

The service needs to be clarified that this is a User initiated service request (on behalf of its customers) to install a new meter at a new site or exchange an existing meter at an existing site. Further the service needs to make it clear that deliverable to the User is that the meter must be installed and configured in accordance with the User's service requirements and that WP must update the *Registry* accordingly.

Synergy also understands that there may be technical limitations in certain sites where WP may not be able to install its proposed new Type 4 meter. For example, sites where WP has deployed plug in meters. Synergy requires clarity under the MSLA for the circumstances where a meter cannot be exchanged for a new Type 4 meter unless the customer pays for the works. The MSLA needs to specify what will be installed in these circumstances.

Service standard

Synergy considers the proposed service standards are excessive and requires the current metropolitan 5 business day and non-metro 10 business day standards to be maintained. These service standard needs to be viewed from a customer perspective and based on Synergy's experience customers expect and demand a prompt meter exchange service. For example, customers who are installing PV systems, batteries or sign up for benefits under a new retail offering. A further, increased delivery time in this area also creates a risk in relation to Synergy reliably being able to comply with the Code of Conduct clause 4.12

Fees

Synergy considers WP's proposed charges in relation to meter installations and exchanges to be reasonable. However, greater transparency is required in relation to whether these charges apply to all Type 1 – 4 meters. Synergy notes that WP's charges for new connection Type 1-4 meters will be covered by the fixed \$30/year charge.

MP-3 Meter Investigation

Matters raised under section C item 3 and under ASP-1 to 4 and MP-1 to 2 apply to this section.

The service needs to reflect what is currently provided for under the current MSLA. That is the service is to investigate meter issues including crossed meters, meter irregularities, locating metering points, tampering, general investigation.

In addition, the service needs to also make it clear, consistent with the Code, that it is a service must be provided if the User (and not the customer) requires an investigation. Synergy also notes the service includes audits in relation to Standing Data. Therefore, the service needs to be expanded to align with clause 5.21 of the Code – i.e. must cover investigations in relation to accuracy, energy data issues or standing data issues.

The service needs to also specify the test or audit required to be conducted in accordance with the Metrology Procedure in accordance with 5.21(4) of the Code. This means the Metrology Procedure will need to be updated to reflect the process that will apply to WP's proposed AMI infrastructure.

The service needs to permit a User to witness the test or audit in accordance with 5.21(4) of the Code. There also needs to be more clarity in relation to the service deliverable. It needs to clearly specify what form the advice will be in and how it will be provided. Synergy, in accordance with clause 5.1 and 3.5(9)(a) of the Code, requires the advice to be provided in the form of a report recognising that Synergy will need to rely on the advice in relation to fulfilling its regulatory obligation.

Verbal or telephone advice is not an adequate means of notification or advice in relation to this service. The service also needs to detail what actions WP will take under clause 5.21(11) of the Code if a non-compliance is discovered. These actions are an integral part of the end value or deliverable that a User and customer require under the MSLA. However, the MSLA also needs to ensure that the investigation report is not delayed if the test or audit reveals omissions by the network operator.

Synergy also requires WP, in accordance with clause 5.1 of the Code, to provide a bulk meter investigation service to deal with the systemic and multiple cross meter issues in relation to meter installations in apartment buildings, shopping centres or residential complex. In these circumstances it is unreasonable and impractical to request a meter investigation in relation every meter installation at the site. In Synergy's view inadequate inspection and supervision of bulk meter installations, by persons registered under Division 3.6 of the Code, have created significant issues for customers and the current service and WP processes creates significant delays in relation to the remedial actions.

Synergy notes the charging policy under this service is not consistent with the Code and needs to be amended to make it clear that a test or audit charge will not be imposed under any circumstance if the results reveal a non-compliance with the Code.

Further, in Synergy's view the cost of this service may be higher than it needs to be and therefore inconsistent with clause 6.6(1)(e) of the Code because it is not reflective of the effort in relation to the majority of investigation scenarios. Synergy requests this service was split into two types – Meter Investigation (Technical) and Meter Investigation (Non-Technical).

Technical Investigations are typically conducted at multi-residential dwellings where multiple meters are mounted on the same panels. To ascertain which meter belongs to which dwelling, it's not uncommon for electricians or linesmen to be required to disconnect sites from the network, remove meter panels to check the wiring behind them, perform de-energisation testing etc. These types of investigations are expensive but relatively rare. Non-Technical Investigations in relation to *Standing Data* are typically non-technical field personnel checking meter numbers against street addresses etc. They can often be quicker to complete than check readings and are more common.

Service standard

WP has proposed a service standard of 10-11 business days metropolitan and 15-16 business days non-metro. Synergy considers the proposed extended service standard excessive and puts Users at risk of not being able to comply with the Code of Conduct clause 4.16 within the time necessary. Therefore, Synergy requires the service standard of 5 business days metropolitan and 10 business days non-metro to be maintained.

Fees

There has been a substantial increase in this charge. Synergy considers WP's proposed charges in relation to meter investigations appear to be on the higher side however, they do not appear to be unreasonable. Synergy considers further substantiation is needed for the country service charge, \$257.46.

MP-4 Communications Link

Matters raised under section C item 3 and under ASP-1 to 4 and MP-1 to 3 apply to this section.

The service output and the function of the communication link are not clearly defined in this service and therefore not consistent with clause 6.6(1)(b) of the Code. Synergy, in accordance with clauses 3.6, 3.11 and 5.1 of the Code, requires the service to be the installation, operation and maintenance of a communication link, in accordance with the Mandatory Link Criteria, to provide:

- Remotely collected energy data; or
- Remotely enabled services specified in the MSLA.

The *Mandatory Link Criteria* under the Code clause 3.6 and 3.16(2) specifies the circumstances a *Communications Link* will be installed including the technical requirements and specifications of the link. This needs to be amended to cater for WP's proposed Type 4 meter roll out. WP must also update the Registry accordingly.

In addition, given WP's AMI proposal to install Type 4 meters as the standard this service will become redundant if the existing meter is not compatible with WP's proposed communication framework. Synergy understands a non-compatible meter can be normally determined as a desk top analysis when the service request is made. Therefore, Synergy in accordance with clause 6.6(g) of the Code, requires that if a request is made in relation to a non-compatible meter WP should automatically cancel the request and only then should a meter exchange request be raised.

Not having information hinders Users ability to request services under the Code. Further in relation to remotely enabled services Synergy requires WP to disclose, under the MSLA again consistent with clause 3.20(1), 6.6(1)(b) and (e) of the Code, all the non-metrology functionality that will be provided in relation to remotely enabled services provided via *Communications Link* so that Users may request services under clause 5.1 of the Code and do not have to pay for a different behind the meter solution, in effect paying twice. Synergy notes that this is the case in relation to the meters deployed as part of WP's Perth solar city initiative.

Eligibility Criteria

The service does not specify what meter Types this service applies too including what meter models, in *Standing Data*, can use this service. Synergy requires this information, consistent with the Code clause 5.1 and 3.20(1), to be described in the SLA consistent with clause 6.6(1)(b) of the Code.

Fees

The communication link installation charges have substantially reduced from the current MSLA. Synergy understands this reflects the reduction in cost of technology. Synergy considers these charges are slightly on the higher side, probably to cater for labour contingencies, but not unreasonable. It appears this service and charge applies to existing legacy meters. However, Synergy understands that communications chips can be purchased at an attractive cost, for existing meters to

work with WP's proposed remote communication infrastructure. Synergy requires these prices and options to also be provided in the MSLA.

MP-5 and MP-6 Meter Test

Matters raised under section C item 3 and under ASP-1 to 4 and MP-1 to 4 apply to this section.

Synergy requires, in accordance with clause 5.1 of the Code, that the service specify that testing must be carried out by a NATA accredited laboratory. Consistent with clause 6.6(1)(b) of the Code, the service deliverable needs to specify that the User will receive a detailed NATA report and the service deliverable must require WP, if required, to provide replacement energy data in accordance with the Code. WP does not always provide replacement data in accordance with the Code of non-compliant metering installations and this is problematic in relation to Synergy fulfilling its obligations under part 4 of the Code of Conduct to provide an adjusted bill consistent with clause 2.1(c) of the Code. A legally binding report and replacement data where required is essential so that Users can reasonably address customer complaints in relation to their meter and bill. Customers also seek a definitive and binding report when they pay for the meter test.

It is not clear what WP mean by "compensation to the customer", if the test requires WP to provide replacement data then WP must provide the data and Users are required to adjust a customer's bill in accordance with clause 4.19 of the Code of Conduct.

MP-5 and MP-6 state that where "discrepancies" are discovered WP will complete a metering installation repair (MP-1). It needs to be clarified that if a User is to pay for this, then it should have some say about whether such a repair is done, given that not all "discrepancies" will necessarily be material. For example, it may be a cheaper option to replace the meter rather than repairing it.

Fees

As a whole the range of meter test charges proposed by WP is not unreasonable. However, Synergy considers country charges for laboratory and on-site testing appear to be substantially more than they need to be, giving regard to travel considerations. Further, Synergy considers the laboratory testing charges is slightly higher than it needs to be and that there are efficiency gains in relation to volume testing that can be passed through. Synergy understands that WP operates its own NATA accredited test laboratory and considers it is worth benchmarking these costs against other NATA electrical test laboratories.

MP-7 Manual Meter Reconfiguration

Matters raised under section C item 3 and under ASP-1 to 4 and MP-1 to 6 and MDP-12 apply to this section.

Fees

While all charges should of course be properly assessed to ensure they meet the relevant regulatory tests, including under cl 6.6(1)(e) of the Code, Synergy expected the country charge of \$137.05 would be in the range of \$100 - \$110 and considers further substantiation is required for the country charge

MP-8 Enablement of Signal Pulse Outputs

This is a legacy service that is still used by a significant number of customers. Therefore, Synergy requires the same service description and standards, service 22, under the current MSLA to be reproduced without omission under the proposed MSLA consistent with clause 6.6(1)(b) of the Code.

The service description says that User "or" Customer will be provided with technical information however, it is not clear who decides which entity receives the information, nor why both entities should receive the information. Synergy requires the matter to be clarified in the MSLA.

Fees

There has been a substantial increase in the charge of this legacy service. Further, the daily maintenance previously provided is no longer available. Charges have increased by up to 64% and Synergy considers further substantiation is required to understand the increase. Synergy would have expected a moderate increase in labour cost offset by a decrease in the hardware cost.

MP-9 Remove a redundant meter

Synergy assumes a redundant meter is meter that is not required to be installed under the Code or a meter that is not compliant with the Code. Synergy would like an explanation why WP has proposed that Users and customers may require this service including the circumstances that result in redundant meters being installed in relation to a connection point. Further Synergy considers it is unlikely customers would choose or agree to pay to remove a redundant meter.

Fees

Synergy considers that the country charge of \$204.27 appears to be slightly higher than expected but not unreasonable.

E. METER DATA PROVISION SERVICES

MDP-1 Scheduled Bi-Monthly Meter Reading (Accumulation Data)

In Synergy's view a critical element of the service description under a contract is that it must state what the measurable deliverable or end value is – which is being provided to the User. The current service descriptions do not always make it clear what the end value or deliverable to the User is and are therefore not consistent with clause 6.6(1)(b) of the Code. This is a consistent theme in relation to Synergy's comments on MDP-1 that the current service descriptions are inadequate.

The service needs to make it clear that this is a metrology service under the Code. Therefore, the delivery of the service needs to make it clear that it will also be governed by the *Metrology Procedure* and the *Communication Rules*. These *Documents* must also be reflected as a service standard in relation to the provision of the service. Therefore, there will also need to be an update to the *Metrology Procedure* and *Communications Rules* to align with the approved reference services and WP's AMI proposal.

The current drafting is silent in relation to who selects the service. Therefore, giving regard to clause 3.9(3A) of the Code, the service description also needs to make it clear that this is an *Accumulated Energy Data* service which the User may select in relation to the covered service nominated in respect of the connection point. This means a meter should not be registered as an "accumulation meter" if the service delivered is contrary to the metrology service required by the User for example in the provision of interval data.

Synergy also notes the service omits several key operational requirements and conditions that form part of the current service in the MSLA. The following requirements, consistent with the Code, from the current MSLA must be retained within that instrument:

- To consult and get agreement on changes to meter reading schedules. These schedules directly affect the compliant billing of customers and the unilateral changes that have been made in the past are problematic for the customer and costly in relation to complaints and remedial actions.
- Meter read frequency to be based on a 42 business day cycle.
- Any bulk estimations of readings will be done in consultation with the User.
- A site cannot be estimated for more than 365 days – keeping in line with the Code and Code of Conduct requirements.
- Data accuracy service standard requirements to continue to be applied to all metrology services.
- The provision of key performance indicator reports.

Synergy also notes that the current monthly based *Accumulated Energy Data* service has been removed. Synergy currently has approximately 900, 000 customers, with accumulation meters, being billed on a monthly basis and therefore, requires this service¹⁰ to be added to the proposed MSLA. Removing this service will impact the end customer, especially customers who require more frequent billing to manage their budget.

The current MSLA, schedule 2, specifies the meter read frequency by the meter type. This information is not available in the current MSLA. Synergy considers it is important that this information is updated and provided in the proposed MSLA and *Metrology Procedure* so Users have transparency in relation to how the read frequency will affect billing frequency.

The service states that when a connection point is established WP will assign a meter reading day number in the meter reading schedule. However, the service needs to further specify the rules that will apply in relation to modifying the reading day number. These rules need to be transparent and should be included in the MSLA and *Metrology Procedure* because changes to the reading day number affect the compliant billing of customers.

Users need to be aware when this information can change, how it is changed and how noticed will be provided prior to making the change. WP has contemplated that meter reading schedule may change in the interest of “Meter Reading Optimisation”. However, this term is not defined and the MSLA does not specify what the benchmarks are and what outcomes must be delivered before a change is warranted. The current drafting means WP can unilaterally change the Meter Reading Schedule without any clear explanation or demonstrated benefit to the Users or customers.

In fact the MSLA potentially contemplates that changes made in the interest of “Meter Reading Optimisation” can potentially override the interest or the rights of Users and customers in relation to the Code Objectives. For example, currently where changes are made in the interest of “Meter Reading Optimisation” this can be problematic when a User receives and bills on estimated data – and then receives actual data 2 to 5 days later – causing a rebill. In Synergy’s view this is not efficient,

¹⁰ Service 10 under the current MSLA

a poor customer experience and contrary to the Code Objectives. Therefore, where the MSLA proposes to optimise or improve something it must clearly state what it is improving, by how much and for whose benefit.

The Code also specifies the circumstances where substitution and estimation energy data can occur. Sometimes there is the view in industry that substitution and estimation is subject to the network operator's convenience. Therefore, it is important that the service specify that substitution or estimation will be conducted where permitted or required by the Code and *Metrology Procedure*. This is an important requirement to be reflected in the MSLA so Users can respond to customer complaints in relation to the MSLA requirement for the provision of metering data for billing.

The service does not specify how the energy data will be formatted and provided to the User. This is an important service requirement. The service is not really complete if it does not deliver the data to the User in a usable format. Therefore, Synergy considers that the service specifies the relevant provision under the *Communications Rules* and *Build Pack* that the service needs to comply with. At the very least there needs to be an express provision that makes it clear this service will comply with the requirements of the *Metrology Procedure*, *Communications Rules* and *Build Pack*.

Synergy also requests the service includes a mandated service standard on skipped read (estimates) and erroneous reads. More transparency is required before an accurate assessment can be made in relation to the new bundled costs especially in terms of:

- Cost to service impacts around increase in AMI meters and decrease in field service labour.
- Timing impacts around the transition from manual to AMI.

MDP-2 Scheduled Manual Interval Meter Reading (Interval Data)

Matters raised under section C item 3 and MDP-1 apply to this section.

The service specifies that WP will determine if this service is provided monthly or bi-monthly basis. Synergy requests, in accordance with clause 5.1 and 6.6(1) of the Code, the User select the frequency in relation to this service provision to align with customer billing requirements consistent with clause 5.1 of the Code.

The service specifies that new meters will be added to the meter reading schedule. In addition, the service should also specify that includes amending the meter reading schedule for meters/connection points that have been removed/abolished.

The manual interval meter reading service currently creates significant billing issues for Synergy and its customers. This is because WP processes and provides the energy data from a manual interval read, based on a 24 hour cycle, starting from 12 noon to 12 noon the next day. This means the period from 12am to 12 noon in relation to a customer's billing period is provided as estimated energy data. In addition, it also triggers a significant number of adjusted bills and subsequent customer complaints. Therefore, to address this issue Synergy requires, in accordance with the Code clause 2.1(1)(a), 2.1(1)(b) and 5.3, WP to conduct a manual interval read after the *date for a scheduled meter reading*.

Eligibility Criteria

Matters raised under section C item 6 apply to this service standard eligibility criteria.

Manually Read Interval Meter: This criteria and the associated definition in effect allows WP to determine which meters are manually read interval meters. Synergy requests consistent with clause 5.1 and 6.6(1) of the Code the MSLA MDP-2 service criteria specifies that the service it applies to a Type 5 meter. Further, Synergy requests the service applies to interval energy data are provided under this service where a Type 4 or 5 meter has been registered as an *Accumulation Meter*.

Fees

WP has proposed that energy data provision service required under the Code will be included as part of the SMS charge. WP has proposed that this will be approximately \$30/year and Synergy considers this to be reasonable. Further, Synergy considers WP should also offer an ad-hoc read service. Synergy considers it is reasonable that the MSLA contain charges for ad-hoc reads that are commensurate to what has been provided to WP under their sub-contractor agreements.

MDP-3 and MDP-4 Scheduled Remote Meter Reading - AMI Meter (Interval Data)

Matters raised under section C item 3 and MDP-1 and MDP-2 apply to this section.

Synergy reiterates its earlier views in this submission it is important to delineate the metrology functions of a meter from its non-metrology features. Therefore, the non-metrology AMI functionality should not impact or govern the provision of metrology services under the Code. Synergy understands WP's AMI meter is a Type 4 meter under the Code with certain value added features. Therefore, this service should be consistent with the provision of remotely obtained *Energy Data* for Type 1-4 meters as is currently required by Code, *Metrology Procedure* and *Communications Rules*. Synergy does not understand why there is a need for this differentiation and the regulatory basis for this differentiation in services. In particular Synergy would like to understand the difference in relation to *Energy Data* provision for current Type 4 meters and WP's proposed new AMI Type 4 meters.

In its public forums WP has committed to providing Users with *Interval Energy Data* on a daily basis. This is not reflected in the proposed MSLA instead, WP is proposing that it will determine the frequency of provision and that it will only be on a monthly or bi-monthly basis.

Further, WP has proposed "where available" actual values will be provided to the User daily. Synergy does not understand how this would be possible if the meters are being read on a daily, monthly and bi-monthly schedule. It is also not clear why actual values would not be available. Therefore, this highlights the need to have the appropriate regulatory oversight, governance and controls in place in relation to a mass AMI deployment including when services will be available for use or have contractual effect under the MSLA..

Consistent with WP's public AMI commitments Synergy requests under clause 5.1 of the Code the ability to request daily provision of remote interval data as a standard metering service in addition to monthly or bi-monthly.

Eligibility Criteria

Applicable Meter Types: The eligibility criteria need to specify the meter types the service will apply to under the Code consistent with clause 6.6(1)(b) of the Code. The terminology used to describe an AMI and remotely read interval meter is ambiguous and does not allow a User to understand how it

aligns with the requirements of *Metrology Procedure*, *Communications Rules* and *Build Pack*. The MSLA contract needs to be sufficiently clear and detailed so Users and customers can understand how it will operate in relation to the various supply and metering arrangements in the SWIS to avoid costly and protracted disputes.

<p>MDP- 5 Scheduled Customer Meter Reading - (Accumulation Data) MDP – 15 (New) Customer / User Self Read Meter Data Validation</p>

Matters raised under section C item 3 and MDP-1 to 4 apply to this service.

Synergy questions WP's legal authority under the MSLA to compel and enforce a customer to self-read their meter without the customer's consent. Synergy understands that the current regulatory regime does not permit WP to mandate that a customer must read a meter. If WP does have such authority, there should at least be an obligation imposed on WP to act reasonably and in good faith when exercising its discretion to designate.

However, in the event a customer or a User agrees or elects to provide to self-read a meter, the MSLA needs to specify what constitutes:

- a geographically remote area, under the AQP, where WP has approved the installation of a connection point in relation to a covered service.
- a site access restriction in circumstances where WP has approved the installation of a connection point.

This clarity and the regulated basis is important to Users when responding to customer complaints in relation to WP mandating a customer read the meter or determining that the customer's connection point is non-compliant in some way in relation to WP fulfilling its meter read obligations.

The proposed MSLA also needs to detail how Users and customers will provide meter readings to WP (if they agree or elect)– so that the data can be used to issue a bill. Synergy, consistent with the Code clause 5.1 requests requires a new customer / User self-read meter data validation service to replace WP's proposed MDP-15 defined to cater for the requirements of clause 5.16 of the Code. In effect Synergy is seeking a new data validation service MDP-15 – that is where a User or a customer provides *energy data* to WP and receives the corresponding validated data for billing purposes. Further, Synergy notes the *Communication Rules* and *Build Pack* do not specify how this data will be provided and will need to be updated accordingly to reflect the approved MSLA.

Further Synergy's request for a customer /User self-read validation service is consistent with clause 2.1(c) of the Code by facilitating the operation of clause 4.7 of the Code of Conduct.

Synergy notes that WP, outside of the *Communications Rules*, provides a web portal for customers to enter their meter reading. In Synergy's view this arrangement and process needs to have regulatory oversight under the MSLA and *Communication Rules* - including the ability for Users to efficiently provide bulk data, under clause 5.16 of the Code, under a *Build Pack* B2B transaction.

Eligibility Criteria

Applicable Meter Types: The eligibility criteria need to specify the meter types the new service will apply to under the Code. The terminology used to describe an AMI and remotely read interval meter is ambiguous and does not allow a User to understand how it aligns with the requirements of

Metrology Procedure, Communications Rules and Build Pack. The MSLA contract needs to be sufficiently clear and detailed so Users and customers can understand how it will operate in relation to the various supply and metering arrangements in the SWIS.

MDP- 6 Standing Data Provision

Matters raised under section C item 3 and MDP-1 to 5 are relevant to this metrology service.

Standing Data is fundamental to giving effect to a range of important commercial transactions between the WP, User and customers. However, the information WP has provided in relation to this service is sparse. It does not detail the important service outcomes and obligations in relation to *Standing Data* requirements. The various requirements for *Standing Data* can be divided into two categories:

- Where mandated under the Code in relation to changes to metering installation on the network.
- Where requested by the User, in accordance with the Code clause 5.13 and 5.14, to give effect to certain billing and customer transfer transactions. Including the provision of bulk standing data.

The current MSLA details the various requirements when *Standing Data* and *Bulk Standing Data* is required to be provided to a User including the timings that apply in relation to specific requests for *Standing Data*.

This important information, timelines and accuracy standards have been omitted from the service inconsistent with clause 6.6(1)(b). This information is particularly important where a User makes a request for *Standing Data* under the Customer Transfer Code. The level of information currently provided for this service is insufficient to determine and ensure it will satisfy the objectives under clause 2.1 of the Customer Transfer Code.

It is important to note that where a service requires field work or system activities – it is not enough for these activities to be completed without the provision of timely and correct *Standing Data*. Therefore, the end service required by the User and customer is timely and correct notification of *Standing Data*. There have been occasions where WP has viewed the timely and correct provision of *Standing Data* secondary to the completion of a field or system activity. It is essential that this perception is addressed in the proposed MSLA –to recognise Users and customers cannot finalise certain transactions including billing arrangements until updated *Standing Data* has been provided. For example, Synergy’s systems are unable to issue a bill that complies with the Code of Conduct if the *Energy Data* provided under the *Communication Rules* is not aligned with the *Standing Data*.

Synergy reiterates its comments earlier in this submission that each service description within the MSLA must specify the key individual components that constitute the service (including standing data updates) so Users can determine when the service provision is complete, measurable and payable. The proposed MSLA is consistently deficient in that regard

Eligibility Criteria

Service Orders: In relation to *Standing Data* requests and *Bulk Standing Data Request* the service does not specify which Service Order must be used under the *Communications Rules* – this is required so Users know that *Communications Rules* can give effect to this service request. It is not sufficient to make an ambiguous response to a Service Order. This has been an issue with the current

MSLA because it is not clear which transaction should be used and WP can change their mind from time-to-time in relation to which Service Order should be used for a service under the MSLA.

MDP- 7 Historical Interval Energy Data Provision

Matters raised under section C item 3 and MDP-1 to 6 are relevant to this service.

WP contrary to the Code, Code of Conduct and Customer Transfer Code has assumed it only needs to provide historical *Interval Energy Data* and that there is no requirement or obligation to provide *Historical Accumulation Data*. This is an error under the current MSLA that needs to be corrected.

Under the Code of Conduct retailers are required to review a customer's bill. Therefore, retailers reasonably require *Historical Accumulation Data* to perform this function. It is important to note that, under the Code clause 4.8, WP owns all the *Energy Data*. In addition, clause 4.9 of the Code requires WP to retain historical accumulation and interval *Energy Data*. Therefore, it is unreasonable and inefficient for bill reviews to be delayed when Users have to convince WP to provide historical *Accumulation Energy Data* stored in the *Metering Database* each time a small use customer requests a bill review. Synergy understands that the Code requires *Accumulated Energy Data* to be stored in the *Metering Database* and considers it is important the MSLA also reflects this requirement.

In addition to the requirements of the Code and Code of Conduct the Customer Transfer Code clause A4.2 also requires WP to provide accumulation energy data if interval data is not available. Therefore, Synergy requests under clause 5.1 of the Code this service must provide for both accumulation and interval energy data in order to be consistent with the Code clause 2.1(c) and 6.6(1)(a).

The current MSLA also details the scope of the service including the timelines for the provision of data. Synergy requires this information and timelines to be reinstated into the proposed MSLA as per clauses 5.1 and 6.6(1)(b) of the Code.

Further, Synergy understands that this service must be provided in accordance with the methods defined under clause 3.1 of the *Communication Rules*. Therefore, the MSLA also needs to clearly specify this including which requests a User can use in relation to each of the methods specified under the *Communication Rules*.

It is also important that data is provided in a useable format consistently and that the format is not subject to change from time-to-time without consultation. Therefore, it is also important the service also specifies what format the data will be provided in referencing the necessary provision under the *Communication Rules* and *Build Pack*.

Eligibility Criteria

Service Orders: The service does not specify which Service Order must be used under the *Communications Rules* – this is required so Users know that the *Communications Rules* can give effect to this service request. It is not sufficient to make an ambiguous response to a Service Order. This has been an issue with the current MSLA because it is not clear which transaction should be used and WP can change their mind from time-to-time in relation to which Service Order should be used for a service under the MSLA.

Meters: As outlined above the service needs to apply to the provision of accumulated and interval energy data and the meter restriction in relation to the provision of accumulated energy data need to be removed.

Fees

This service has been unbundled from the standard metering service charge and WP will now charge for a service as part of an extended metering service (MDP-7). Synergy considers the charge reasonable, although it should of course be properly assessed to ensure it meets the relevant regulatory tests, including under cl 6.6(1)(e) of the Code). Clause 10.7(2) of the Code of Conduct specifies a small use customer's entitlement to receive historical consumption data. Consistent with clause 2.1(c) of the Code the MSLA should reflect a User should not pay the MDP-7 fee when they are acting on behalf of a small use customer consistent with clause 10.7(2) of the Code of Conduct.

MDP- 8 Verify Meter Data

The matters raised under Section C item 3 and MDP-1 to 7 is relevant to this service.

This metrology service is contemplated by clause 5.20 of the Code and provides for a re-validation of the energy data without the need to perform a field visit. Further clause 5.20(3) provides a User may request verification of energy data if it reasonably believes that:

1. there is, or is potentially, an error in the energy data; or
2. the network operator's response to a previous request has not resolved its query.

This scope is not reflected in the proposed MSLA and Synergy requires that it be reflected. WP's proposed scope is too narrow and contrary to the Code because the service description is inadequate. In addition, Synergy also requires the MSLA to specify what notification is provided to the User including that the notification, under the Code clause 5.20(4)(b), must be provided no later than 5 business days after receiving the User's request. Synergy notes under the current MSLA WP will verify the data

WP has also contemplated with validation of actual values however estimation or substitution will not be completed. It is not clear what WP means by this provision but it appears to be contrary to the requirement of the Code. Synergy's understanding of the Code is that this service must apply to all *Energy Data* and WP must where required provide replacement *Energy Data* under the Code in accordance with clause 5.24.

Eligibility Criteria

Service Orders: The service does not specify which Service Order must be used under the *Communications Rules* – this is required so Users know that the *Communications Rules* can give effect to this service request. It is not sufficient to make an ambiguous response to a Service Order. This has been an issue with the current MSLA because it is not clear which transaction should be used and WP can change their mind from time-to-time in relation to which Service Order should be used for a service under the MSLA.

Service standard

It is important to point out that data verification can trigger other investigations in relation to a bill review. Therefore, it is important Synergy receives this information promptly. Synergy considers the proposed service standards puts Users at risk in relation, to complying with the Code of Conduct clause 4.16, to review a customer's bill and therefore, requires the current service standard of 2 business days to be maintained for both metropolitan and non-metro customers.

Fees

There has been a 236% increase in this charge for an essentially automated system driven service. Synergy considers this price to be too high and would have assumed that WP would implement process and system efficiencies to perform the verification service. In light of the upgrades to WP's metering ICT systems Synergy expected significant reduction in system dependent services.

MDP-9, 10, 11 Non-Scheduled Special Meter Reading

The matters raised under Section C item 3 and MDP-1 to 7 is relevant to this service.

WP appears to have defined different services in effect to provide the same outcome. Synergy understands that this approach has been taken to show that three different prices may apply in relation to how WP acquires the Energy Data and the infrastructure that is installed at the metering installation. It also appears WP under these services is contemplating new categories of meters that are not aligned with the Code and metrology procedure.

This is concerning because it creates regulatory uncertainty in relation to how the Code and various documents of the Code will operate holistically and cohesively in relation to metering and covered services. For example, under the Code a Type 4 meter is a remotely read meter and the regulatory requirements do not differentiate whether the meter is read by a 4G network or a radio mesh network.

In Synergy's view the single service context and deliverable defined in the current MSLA is necessary and WP needs to deal with the price differential under the pricing schedule using sub-product codes to delineate the pricing. The meter change service, Service No. 3 under the current MSLA and MP-2, is a good example of how this should be implemented – where there is one service but seven different prices depending on the information provided in the service order request under the *Communication Rules*.

Synergy also notes that WP has changed the service from the current MSLA to now not provide estimated or substituted *Energy Data*. It is not clear how WP contemplates a User can provide a final bill under the Code of Conduct in the circumstances where WP cannot provide an actual value.

In Synergy's view this is contrary to the Code and Code of Conduct, in particular clause 5.8 under the Code. It is important to note that this service is used when a customer wants to move out of a premise or finalised their account. Therefore, there are circumstances where estimated energy data needs to be provided to provide a final bill under the Code of Conduct. This can and does occur for example if the meter has been damaged, access is restricted or there is a timing issue in relation to when WP can attend the site to obtain the reading.

Therefore, Synergy in accordance with clause 5.1 of the Code requires the provision under the current MSLA to be added back to the service – requiring WP to provide estimated or substituted energy data in consultation with the User consistent with clause 6.6(1)(b) of the Code. Further, Synergy requires the current *Energy Data* accuracy provision under the current MSLA to be added back to this service for the same reason.

The check and final read will continue to be important sub-types of this service. Synergy understands this will continue to be reflected under the *Communications Rules*. However, Synergy based on its experience considers the service should go further to delineate this service to align, in particular, with small use customer requirements. For example, some customers want their check/final read to be conducted as soon as possible, as long as their request is completed by a certain date. These could be classified as 'Required By' where turning up on a specific day is not necessary. Other customers want their read or bill finalised on a specific date, especially in final read scenarios – turning up a day or two early is just as bad as turning up late for billing purposes.

Where the customer has provided the lead notice time, the task should be classified as 'Nominated Day'. Finally, there are some customers who need a timed appointment (day and time), this should be provided if enough notice is provided. These could be classified as 'By Appointment'. In Synergy's view these jobs should be priced (and charged) accordingly – recognising that remotely read meters will also make these arrangements easier.

Eligibility Criteria

Service Orders: The service does not specify which Service Order must be used under the *Communications Rules* – this is required so Users know that the *Communications Rules* can give effect to this service request. It is not sufficient to make an ambiguous response to a Service Order. This has been an issue with the current MSLA because it is not clear which transaction should be used and WP can change their mind from time-to-time in relation to which Service Order should be used for a service under the MSLA. Including what codes the User should enter in the service order. This may require the *Communication Rules* to be updated to reflect new codes that relate to WP's proposed AMI metering infrastructure.

There should be an additional eligibility criterion that the meter is a Non-AMI Meter.

Service standard

Synergy has strict obligations under the Code of Conduct clause 5.7 in relation to billing and facilitating a customer vacating a premise. The proposed service standard and KPI is not aligned with User obligations under the Code of Conduct. Therefore, Synergy requires the current service standard of 3 business days metropolitan and 5 business days non-metro to be maintained.

Fees

These charges are essentially fixed and subject to them being properly assessed to ensure they meet the relevant regulatory tests (including under cl 6.6(1)(e) of the Code), they should be commensurate to what has been provided to WP under their sub-contractor agreements. Synergy considers that further substantiation is required in relation to these charges, including the \$32.45 charge for the non-metro (country) service.

MDP-12 Meter Reconfiguration

The matters raised under Section C item 3 and MDP-1 to 10 are also relevant to this service.

WP has classified this as a meter data provision service however this is not a metrology service. Synergy considers it is important to distinguish metrology services, covered services and work that needs to be done in relation to a metering installation.

Therefore, this service needs to clarify the specific activities in relation to a configuration of the metering installation and ensure the provision of Standing Data. Synergy currently has the following reconfiguration requirements in relation to a metering installation:

- Tariffs or time bands programmed in the meter installation is changed to meet the User's requirements. These time bands are described in WP's meter model list. However, consideration should be given whether, consistent with the Code, these metrology time bands should be reflected in the Metrology Procedure.
- The meter installation is enabled for bi-directional flows in accordance with the Code clause 3.3C, 5.1 and the Users covered service requirements.

Synergy does not understand what WP means by reconfiguring the *Registry* to the configuration requested. In Synergy's view the Code makes it clear what WP needs to do in relation to keeping the *Registry* accurate, updating and providing Standing Data.

Further, Synergy understands that where a meter records interval energy data no reconfiguration is required in relation to the metering installation for WP to provide the interval energy data in accordance with the Code.

WP has also proposed to delineate services (MP-7 and MDP-12) that provide the same end value to the User. In Synergy's view there should only be a single service with different price points. Refer to our comments in relation to MDP-9, 10 and 11.

Not having information hinders Users' ability to request services under the Code. Synergy, in accordance with clause 3.20(1) and 5.1 of the Code, requests WP provide visibility in relation to other configurable service that are available to Users. Synergy understands that WP has entered into an arrangement to purchase new meters that will form part of their AMI deployment proposal. These meters contain a number of (non-metrology) enhanced technology features. At this stage WP has not provided Users with visibility of these additional features or configurable services. Synergy requires this information to be added to the MSLA and *Metrology Procedure, Mandatory Link Criteria* and *Build Pack* where required to be consistent with the Code.

Eligibility Criteria

Service Orders: The service does not specify which Service Order must be used under the *Communications Rules* – this is required so Users know that the *Communications Rules* can give effect to this service request. It is not sufficient to make an ambiguous reference to a Service Order. This has been an issue with the current MSLA because it is not clear which transaction should be used and WP can change their mind from time-to-time in relation to which Service Order and codes should be used for a service under the MSLA. Including what codes and comments the User should enter in the service order. This may require the *Communication Rules* to be updated to reflect new codes or comments that relate to WP's proposed AMI metering infrastructure.

Meter Data Streams: WP is seeking to establish an agreement with the User as a condition and prior to providing this service. It is not clear what WP is seeking here and what is required in relation to providing an agreement in relation to data stream configurations. Synergy for its customers requires Energy Data to be provided in NEM12 and NEM13 formats in accordance with the Code. This includes *Energy Data* in relation bi-directional flows as contemplated by clause 3.3C of the Code.

Fees

Synergy considers this charge reasonable (subject to it being assessed as meeting the relevant regulatory tests (including under cl 6.6(1)(e) of the Code), but would like to understand why a remotely enabled de-energisation or re-energisation costs \$4.81 but a remotely enabled reconfiguration costs \$20.02. Synergy assumes the cost of remotely reconfiguration can be more cost reflective once there is more clarity on the specific reconfiguration activities WP is contemplating.

F. CANCELLATION SERVICE

Cancellation Process

WP has provided for a quasi-cancellation service under the MSLA (see "Cancellation Fees" on p 65 of the MSLA) however, there is certain practical information missing in relation to how the service will be requested and used under the *Communication Rules*. Further, Synergy requires in accordance with clause 5.1 of the Code the MSLA specify the time frames where WP can guarantee a cancellation at no cost – this should especially apply to remotely enabled services. The MSLA also does not provide transparency in relation to what is meant by “allocating a service order”. Including providing the criteria for Users to know whether a service order has been allocated or not.

Cancellation Fee

Based on WP's proposal, there should be no cancellation fee in relation to remote controlled services. Further Synergy considers there needs to be a more comprehensive definition of what is meant by “Customer Prevented”. The customer is not a party to the MSLA contract and should have no right to vary the contractual instructions between a User and WP (especially if WP intends to hold the User financially liable for any consequence that results). Further, WP is not required to adequately explain to the customer the possible consequences of allowing the customer to effectively vary the User's instructions to WP by providing WP instructions or requests in respect of the MSLA (including if any fees charged by WP to the User may then be passed onto the customer).

Noting WP's position in relation to indirect damages, Synergy requires transparency and substantiation in relation to the terms and the charges. These terms and charges should be aligned, for the applicable services, to what has been provided to WP under their sub-contractor agreements.

Attachment 1

Electricity Industry (Metering) Code 2012 requirements

2.1 Code Objectives

- (1) The *Code objectives* are to:
 - (a) promote the provision of accurate metering of *electricity* production and consumption;
 - (b) promote access to and confidence in *data* of parties to commercial *electricity* transactions;
 - (c) facilitate the operation of Part 8 and Part 9 of the Act, the *Customer Transfer Code* and the *Code of Conduct*.

5.1 Network operator to use reasonable endeavours to provide access to metering services

- (1) A *network operator*⁴⁶ must use all reasonable endeavours to accommodate another *Code participant's*:
 - (a) requirement to obtain a *metering service*; and
 - (b) requirements in connection with the negotiation of a *service level agreement*.
- (2) Without limiting clause 5.1(1), a *network operator*⁴⁷ must:
 - (a) expeditiously and diligently process all requests for a *service level agreement*; and
 - (b) negotiate in good faith with a *Code participant* regarding the terms for a *service level agreement*; and
 - (c) to the extent reasonably practicable in accordance with *good electricity industry practice*, permit a *Code participant* to acquire a *metering service* containing only those elements of the *metering service* which the *Code participant* wishes to acquire.
- (3) This clause 5.1 does not limit the *Access Code*, and, in the event of any conflict or inconsistency between this clause 5.1 and a provision of the *Access Code*, the latter is to prevail.
- (4) The information to be submitted by a *Code participant* to a *network operator* when requesting a *metering service* from the *network operator*⁴⁹ is detailed in Appendix 4.

6.5 Requirements for all documents

A *document* must:

- (a) comply with this *Code*; and
- (b) not impose inappropriate barriers to entry to a market; and
- (c) be consistent with *good electricity industry practice*; and
- (d) be reasonable; and
- (e) be consistent with the *Code objectives*; and
- (f) be consistent with the *market rules*; and
- (g) unless this *Code* requires otherwise, be consistent with other enactments.

6.6 Requirements for model service level agreement

(1) A *model service level agreement* must at least:

(a) specify the *metering services* that the *network operator*:

(i) must provide (which must include at least all the *metering services* that this *Code* and the *Customer Transfer Code* require the *network operator* to provide); and

(ii) may provide,

to other *Code participants* on request, and

(b) for each *metering service* referred to in clause 6.6(1)(a), specify:

(i) a detailed description of the *metering service*; and

(ii) a timeframe, and where appropriate other service levels, for the performance of the *metering service*,

and

(c) subject to clause 5.21(9), specifies the maximum *charges* that the *network operator* may impose for each *metering service* referred to in clause 6.6(1)(a); and

(d) if any of the *charges* specified under clause 6.6(1)(c) is variable, provides details of the methodology and cost components that will be used to calculate the variable *charge* including (where applicable) hourly labour rates, distance-related costs and equipment usage costs; and

(e) provide that the *charges* which may be imposed under a *service level agreement* may not exceed the costs that would be incurred by a *network operator* acting in good faith and in accordance with *good electricity industry practice*, seeking to achieve the lowest sustainable costs of providing the relevant *metering service*; and

(f) requires the *network operator* to *publish*, annually, a list setting out for each *metering point* on the *network* either:

(i) each *date for a scheduled meter reading* in the coming year; or

(ii) the *reading day number* to apply for the current year, and specifies the procedures by which, and frequency with which, this list may be revised; and

(g) specify the procedures for a *Code participant* to make a request for *metering services* ("**metering service order**") and the procedures for dealing with a *metering service order*.

6.11 Consultation with Code participants

(1) This clause 6.11 does not apply in respect of a proposed *registration process* or proposed *mandatory link criteria*.

- (2) Before seeking the *Authority's* approval under clause 6.2, a *network operator* must:
- (a) give *Code participants* a reasonable opportunity to make submissions to the *network operator* concerning the proposed *document*; and
 - (b) take into account any submissions received from *Code participants* in developing the proposed *document*.
- (3) Before seeking the *Authority's* approval under clause 6.2, a *network operator* must provide a report to the *Authority* that:
- (a) identifies the process through which the proposed *document* was developed, including details of consultation with *Code participants* under this clause 6.11; and
 - (b) describes how the proposed *document* complies with the criteria set out in clauses 6.5 to 6.9 (as applicable); and
 - (c) describes how the *network operator* took into account any submissions received from *Code participants*; and
 - (d) include copies of submissions received by the *network operator* from *Code participants*.
- (3A) The *network operator* must *publish* the report it provides to the *Authority* under clause 6.11(3).
- (4) The *Authority* must not approve a proposed *document* unless the *Authority* is satisfied that the *network operator* has complied with clauses 6.11(2) and 6.11(3).