

DCUSA DCP 19 Consultation Responses – Collated Comments

Question One	Do the proposed CPs better facilitate the DCUSA Objectives? Please state which objective(s) and give supporting comments.
Association of Meter Operators	No Comment
British Gas	We agree with the proposer that the CP will better facilitate DCUSA objective 1 as it should reduce the number of visits required to complete the works.
Central Networks East & Central Networks West	<p>The Proposer considers that the CP will better facilitate Objective 1 and 2 of the DCUSA. The Proposal will avoid any re-work where jobs have to be aborted due to the unavailability of MOP's to move meters. Also competition in Supply becomes more effective as the customer experience is improved.</p> <p>Central Networks supports these considerations.</p>
EDF Energy (Networks)	<p>Yes</p> <p>Objective 1 – removes need for rework where visits by different parties have not been co-ordinated</p>
Electricity North West Limited	<p><i>“The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks”</i></p> <p>This proposal will ensure a one stop mechanism will be put in place for Service Alterations, where the Distributor will undertake all the relocation works required (inclusive of service and metering equipment). This will mean the Customer requests the total relocation works from one party instead of having to co-ordinate the works with a number of parties, which will facilitate the most effective Customer experience. It will also prevent the need to schedule works across a number of parties, therefore removing the likely cost impacts from lost time or</p>

	a need to re-arrange works due to Distributor or Meter Operator Agent being either late or not in attendance.
NEDL/YEDL	<p>DCUSA objective 3.1.1 – <i>'the development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks'</i>. This proposal avoids re-work where jobs may have to be aborted due to the unavailability of MOPs to move meters.</p> <p>DCUSA objective 3.1.2 – <i>'the facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity'</i>. An improved customer experience can be seen as facilitating competition.</p>
Npower Group	<p>The proposed CP's better facilitate the following DCUSA Objectives:</p> <ol style="list-style-type: none"> 1. The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated and economical Distribution Networks 2. The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity.
Scottish Hydro Electric Power Distribution plc; and, Southern Electric Power Distribution plc	We believe the CP better facilitates DCUSA objectives 1 and 2 by helping ensure a better customer experience and reduced risk of abortive or double handling work.
Scottish Power Energy Retail Ltd	<p>Yes, the CPs better facilitate the following DCUSA objective;</p> <ol style="list-style-type: none"> 1. The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks. <p>Allowing the distributor to move the meter while undertaking service alteration work ensures a co-ordinated approach, while ensuring the customers supply is restored in a timely and efficient manner.</p>

SSE Energy Supply Limited	We are of the opinion that this CP better facilitates DCUSA objectives 1 and 2 as it makes sure the customer experience is improved and reduces the risk of abortive jobs and double handling of work.
The Electricity Network Company	Yes we agree that proposal facilitates objective 1: The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, coordinated, and economical Distribution Networks.
Western Power Distribution	Overall the proposal is neutral other than some impact on objective 1 in that it avoids duplicate visits by the MOP and distributor. However, the proposal provides a pragmatic solution that allows distributors to provide an efficient, cost effective service that will significantly improve individual customer experience and overall perception of the industry.
Question Two	Are there any other alternative solutions you would like to be considered by the DCP 019 Working Group?
Association of Meter Operators	No
British Gas	We are concerned that the proposal does not oblige distributors to carry out meter moves. We believe we need an industry wide process to manage meter moves to ensure a consistent customer experience. We believe the workgroup should look at agreeing a consistent process that all distributors can support that will provide a single solution across the country.
Central Networks East & Central Networks West	No
EDF Energy (Networks)	No
Electricity North West Limited	No
NEDL/YEDL	No
Npower Group	No
Scottish Hydro Electric Power	No

Distribution plc; and, Southern Electric Power Distribution plc	
Scottish Power Energy Retail Ltd	No
SSE Energy Supply Limited	No
The Electricity Network Company	No
Western Power Distribution	No
Question Three	Please indicate whether you believe that the technical aspects and scope of the work associated with the meter relocation should be captured in MOCOPA.
Association of Meter Operators	I can see the logic in putting this detail into the 'lower level' document. Subject to considering the issues raised during the working group meetings of the competency of Distribution staff performing the work and the type of metering within scope to be moved, e.g. whole current metering without communications. Putting this detail within MOCOPA probably makes it easier to change as the market and technology develop.
British Gas	We are concerned that there may be competency issues across the distribution businesses and to ensure these are mitigated the technical aspects and scope of work associated with the meter relocation should be captured in MOCOPA.
Central Networks East & Central Networks West	Central Networks believes it would be sensible that both the technical aspects and scope should be captured in the MOCOPA as this agreement deals with matters related to metering.
EDF Energy (Networks)	That is a matter for MOCOPA and its signatories/governance to determine.
Electricity North West Limited	Yes, any technical requirements should be contained in the most appropriate documentation, this instance being MOCOPA.
NEDL/YEDL	No MOCOPA sets out the safety, technical and business interface requirements surrounding the provision of meter operation services. It lists all the things that a MOP needs to do to comply with the distribution requirement to work safely on the network. If a distributor is moving the

	<p>meter then it must be in compliance with its own safety requirements. We do not see what could be written into the MOCOPA that isn't already written elsewhere e.g. in ESQC regulations and Distribution safety rules.</p> <p>The scope of the work should be captured within the DCUSA drafting so that both suppliers and distributors know who is doing what, and who is being told about the work that has been done. If this change goes into DCUSA, the DNO would be moving the meter on behalf of the supplier under the scope set out in DCUSA. The technical aspects and scope of the work associated with the meter relocation does not need to be captured in MOCOPA because a distributor moving a meter on a service alteration is not related to the MOP/distributor interface.</p>
Npower Group	<p>We are in favour of the technical aspects and scope of the work associated with the meter relocation being captured within MOCOPA, and believe that the scope of such meter relocation work should be restricted to single phase meters.</p> <p>Clause 29x.4 (of both DCP19 and DCP19A) requires the User to undertake to ensure that the relevant Meter Operator Agent consents to the Company working on and relocating the metering equipment. It would be beneficial if this requirement could also be captured within MOCOPA in order to reduce the requirement for other amendments to be made.</p>
Scottish Hydro Electric Power Distribution plc; and, Southern Electric Power Distribution plc	We believe that the MOCOPA is the best agreement to incorporate meter relocation technical requirements.
Scottish Power Energy Retail Ltd	No
SSE Energy Supply Limited	The technical aspects and scope of this work should be captured in MOCOPA
The Electricity Network Company	Yes, in so far as it is limited to "simple" metering installations.
Western Power Distribution	We believe that it is appropriate to capture technical detail within the MOCOPA subject to review of drafting.
Question Four	Please provide any comments on the difference between the two variations.
Association of Meter Operators	No comment.

	<p>Although as a basic principle would expect anyone doing work to be responsible for the quality of their work, although this may already be covered elsewhere in DCUSA. It is important to resolve this issue otherwise voting may be split, causing the CP to fail.</p>
British Gas	<p>We agree that DCP 019A is an improvement on DCP 019.</p>
Central Networks East & Central Networks West	<p>DCP 019A provides indemnity for a User if the Company does not carry out the re-siting of a meter in accordance with Good Industry Practice. We do not believe that such clause should be included within this alternate Change Proposal. We envisage that over a period of time the DNO is likely to experience a number of re-sitings which are extremely difficult to achieve without causing some damage to customer property due in certain circumstances to difficult access to the metering/service termination equipment.</p>
EDF Energy (Networks)	<p>The original intent of the C P was to formalise a practise that already occurs with some DNOs. The reasoning behind this practise is that the customer may have difficulty in co-ordinating the DNO's activity and a MOP's activity (which must be arranged via a supplier under the supplier hub principle).</p> <p>The intent is to give this practise legitimacy. If this is unco-ordinated the DNO may alter the service and leave the customer off supply until he can get the MOP out, or else abort the service alteration. Both will cause the customer detriment.</p> <p>The drafting followed the same drafting as the UMetS CPs. The indemnity given by suppliers is around a consent to work on assets.</p> <p>We fear that if DNOs have to give an indemnity, which is an unlimited liability, then given that this is an optional service, DNOs will merely cease to do this due to the perceived risk and the customer will be left having to co-ordinate the work.</p> <p>This would defeat the underlying object of the CP.</p>
Electricity North West Limited	<p>There is only one clause (29x.6 held within DCP019A) that is different between the two proposals.</p> <p>When we discussed the REMA proposals associated with UMetS (DCP008) there were references to service alterations and to limitation of liability clauses. These were taken out of</p>

	<p>the proposal because:</p> <ul style="list-style-type: none"> a) relocation of the service was deemed external to UMetS, and b) the limitation of liability clauses were already contained within Section 3 of DCUSA (Clause 53). <p>The reason we mention this is that there was no indemnity clause similar to that proposed by npower within the legal text by either REMA (under the Authority's Chair) or by the DCP008 Working Group.</p> <p>Our understanding is that Clause 53.1 would provide adequate cover for Suppliers to cover off physical damage without the need for such an indemnity if this is what the Suppliers are concerned about. Since they are not the Party Liable why would they need an indemnity?</p> <p>The inclusion of such an indemnity also brings into question the potential liability that a Distributor may face associated with Clause 53.3. If this brings into place such a liability then it cannot be supported.</p> <p>It makes sense to clarify:</p> <ul style="list-style-type: none"> a) what Suppliers are actually are looking for (physical damage or economic and consequential loss), and b) what the legal understanding is of this clause and its impact on DCUSA Parties, <p>prior to the change report to see if common ground can be made resulting in one Change Proposal being submitted.</p>
<p>NEDL/YEDL</p>	<p>The foundation of this proposal is an offer from DNOs to move meters for the sake of customer service rather than as a commercial venture. We therefore view the proposed additional</p>

	<p>liability clause under Npower’s alternative proposal (DCP019A) as unduly onerous in such a context. This additional liability could cause distributors to decline to move meters and it would actually fall to the supplier to coordinate the moving of the meter with the service alteration (i.e. it would not fall on DNOs to do the coordination), as the object of the exercise is to move the meter (supplier’s responsibility) and the service alteration (our responsibility) is ancillary to the meter move. The “supplier hub” principle dictates that metering is the supplier’s responsibility. If DCP19A were implemented it could have unintended consequences by ultimately creating more work for suppliers.</p> <p>With regard to 29x.4, we do not understand why the MAP has to consent to a DNO’s working on and relocating the meter. So far as working on it is concerned, under current arrangements the MOP is not required to tell the MAP every time he moves a particular meter. So far as relocating the meter is concerned, the position of the meter is the supplier’s not the MAP’s responsibility (paragraph 1 (3) of schedule 7 to the electricity act).</p> <p>CE supports the principle of improving customer service through DCP 019 and believes that the original proposal is a sensible one. It does not support, however, the alternative proposal because it holds distributors liable for any damage caused when carrying out meter moves in conjunction with service alterations. We believe that this additional liability if approved will not be welcomed by DNOs. It may, in fact, make some distributors decide not to carry out any meter moves due to the additional liability that the alternative proposal entails. The alternative proposal might not improve customer service at all if distributors decide not to move meters for fear of being liable. The Npower alternative proposal 19A may have the unintended consequence of moving the issue of relocating meters back to square one.</p>
<p>Npower Group</p>	<p>As outlined within the Consultation Documentation, the only difference between the two variations is that DCP19A contains an additional indemnity clause (DCP19A Clause 29x.6) that requires the Company to indemnify the User. Given that if the work was carried out negligently by the Distributor the Supplier could incur liability, we believe that the inclusion of this Clause 29x.6 is a necessary requirement.</p> <p>The inclusion of this additional indemnity clauses balances the indemnity clause contained in DCP19 and DCP19A (Clause 29x.4 in both variations) which requires the User to indemnify the Company, and ensures that both Companies AND Users have appropriate indemnity clauses in place in relation to any meter move work undertaken, which we believe is preferable to the</p>

	DCP19 solution which provides only Companies with an appropriate indemnity. We are therefore supportive of DCP19A as opposed to DCP19.
Scottish Hydro Electric Power Distribution plc; and, Southern Electric Power Distribution plc	We prefer DCP019A as it provides for reciprocal indemnities.
Scottish Power Energy Retail Ltd	Scottish Power as a supplier are in support of DCP019A as the new clause 29x.6 will ensure that both Companies and Users have appropriate indemnity clauses in place relating to any meter move work undertaken. This is as opposed to the Working Group option which contains an indemnity clause for the benefit of Companies only (Clause 29x.5)
SSE Energy Supply Limited	Preference is for DCP019A as this provides or reciprocal indemnity.
The Electricity Network Company	I don't believe the alternative variation is adding to the proposal.
Western Power Distribution	The only difference between the two variations is the indemnity clause proposed by npower. The subject of indemnity is covered elsewhere in the DCUSA where the User requests that the Company carry out work but in this instance it is the customer that is requesting the Company to carry out work. There is potential for this issue to impact other areas and we believe it appropriate to raise this as a specific question for consideration by Wragge as part of the legal review that will be undertaken subsequent to this consultation.
Question Five	Please indicate if you expect to incur any costs to support the CP (particularly where these are related to internal system changes)
Association of Meter Operators	No. Maybe some minor procedural changes
British Gas	We do not expect to incur any significant costs to support the CP
Central Networks East & Central Networks West	Central Networks believes that costs would be incurred in supporting the CP though such costs have not been identified at this time.
EDF Energy (Networks)	No as the service is optional
Electricity North West Limited	No, the IT and business process change associated with the sending of the data is being

	developed as a consequence of the Elexon change earlier this year.
NEDL/YEDL	We anticipate recovering the cost of moving meters from customers in most cases. However we would expect to recover the cost of moving meters for disabled customers from their supplier(s). Please see our other comments below.
Npower Group	We do not expect to incur any costs in relation to system changes to support this CP; however we will need to review all our contracts with Meter Operator Agents and Meter Asset Providers to ensure that these cover the requirements of Clause 29.4. If the requirements of Clause 29.4 relating to Meter Operator Agents could be captured within MOCOPA then this would reduce the scope of this review.
Scottish Hydro Electric Power Distribution plc; and, Southern Electric Power Distribution plc	We don't expect to incur any material costs to support the CP.
Scottish Power Energy Retail Ltd	No
SSE Energy Supply Limited	No material costs expected
The Electricity Network Company	No
Western Power Distribution	There may be some costs associated with internal changes.
Question Six	Do you support the proposed implementation date of 06 November 2008? Please state alternative if applicable
Association of Meter Operators	Yes
British Gas	Yes
Central Networks East & Central Networks West	Yes
EDF Energy (Networks)	Yes
Electricity North West Limited	Yes

NEDL/YEDL	Yes
Npower Group	Given that the timetable has now slipped from that proposed in the Initial Impact Assessment, and that the latest timetable now indicates that Authority Consent is targeted for 17 October 2008, we no longer believe that an Implementation Date of 6 th November 2008 is feasible and would propose that the Implementation Date should be moved to February 2009, in order to allow time for a review of contracts following receipt of the Authority's Determination.
Scottish Hydro Electric Power Distribution plc; and, Southern Electric Power Distribution plc	Yes
Scottish Power Energy Retail Ltd	Yes
SSE Energy Supply Limited	Yes
The Electricity Network Company	Yes
Western Power Distribution	Yes
Question Seven	Please state any other comments or views on the Change Proposal
Association of Meter Operators	None
British Gas	We would like it clarified whether all meter types would be covered or whether this would be at the distributors discretion.
Central Networks East & Central Networks West	None
EDF Energy (Networks)	None
Electricity North West Limited	The Npower proposal There is a cross reference error in this proposal. The Proposer may wish to consider changing the event log agreement clause number reference from '29x.6' to '29x.7'.
NEDL/YEDL	Neither proposal deals with service alteration requests that arise under para 1 (1) of schedule 6 to the Electricity Act 1989 – "where an electricity supplier, for the purpose of meeting the needs of a disabled person, (a) alters the position of any electricity meter provided by him for

	<p>a customer of his; or (b) replaces such a meter with one which has been specially adapted, the supplier shall not charge the customer for the alteration or replacement.”</p> <p>We as a DNO are fully entitled to be paid for work that we do, regardless of whether the service alteration is for meeting the needs of a disabled person. However, it would at best be immoral for us to take money from a disabled person in such circumstances when he could have had it done free of charge by his supplier. At worst it could be illegal, if we were actually doing the 'meter move' part of the work as the supplier's authorised agent (because the supplier has to do it free of charge).</p> <p>Either way we need to be assured of being paid by the supplier for all the work (i.e. for moving the meter and for the service alteration) if the job is being done in order to put the meter in a more convenient place for a disabled customer.</p>
Npower Group	None
Scottish Hydro Electric Power Distribution plc; and, Southern Electric Power Distribution plc	
Scottish Power Energy Retail Ltd	N/a
SSE Energy Supply Limited	
The Electricity Network Company	Although we agree with the proposal due to the nature of it's optionality we are cautious of metering work being included in the DCUSA.
Western Power Distribution	None