

## DCP 127 – Gas First Collated Consultation Comments

NOTE: The Working Group’s responses should be read in conjunction with the minutes of its meeting on 25 June 2012, in particular relating to points that will be issued for legal advice and points to be included in a guidance note. The minutes and other DCP 127 related documents are available on the DCUSA Website ([www.dcusa.co.uk](http://www.dcusa.co.uk)).

		<b>Respondents’ Comments</b>	<b>Working Group Response</b>
		<b>1. Do you understand the intent of DCP 127?</b>	
1.	British Gas	Yes we understand the intent of DCP 127	Noted
2.	ELEXON	The rationale for the changes is very clear in the consultation documents.	Noted
3.	Electricity Network Company	Yes	Noted
4.	EDF Energy	EDF Energy fully understands the intent of this change proposal.	Noted
5.	ESP Electricity	Yes	Noted

6.	Macquarie Bank	We confirm our understanding of the intent of this proposal.	Noted
7.	SSE Energy Supply	Yes	Noted
8.	SP Distribution Ltd & SP Manweb Plc	Yes	Noted
9.	Northern Powergrid	Yes. The intent of DCP 127 is that the gas supplier's Meter Asset Manager (MAM) would be permitted by both the electricity supplier and the electricity distributor to De-energise the electricity supply, fit a gas comms hub and Re-energise the supply.	Noted
10.	Npower	Yes	Noted
11.	Wales & West Utilities	Yes	Noted
12.	Western Power Distribution plc	Yes	Noted
13.	Association of Meter Operators (AMO)	Yes	Noted
14.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power	Yes	Noted

	Distribution plc		
15.	ScottishPower Energy Retail Ltd	In the main, the intent of the proposal is clear, although we consider some ambiguity remains around the context of its application. Specifically, we seek clarification that DCP127 is merely intended to facilitate 'Gas First' installations and does not extend to 'Gas Only' installations.	The WG agreed with the comment and agreed to update the legal text accordingly.
16.	UK Power Networks	Yes	Noted
		<b>2. Are you supportive of DCP 127's principles?</b>	
17.	British Gas	British Gas fully supports the principles of DCP 127. DECC have already confirmed in the "Government Response to the Consultation on draft licence conditions and technical specifications for the roll-out of gas and electricity smart metering equipment" that gas suppliers will not be provided with a derogation from installing a gas smart meter until the electricity smart meter has been installed. Therefore this change will remove any dependency on the electricity smart	Noted

		metering system and will enable a gas supplier to be able to install a gas only smart meter Which in turn will support competition in the gas supply market	
18.	ELEXON	Based on the facts presented, we are supportive of the principles outlined in DCP127.	Noted
19.	Electricity Network Company	Yes	Noted
20.	EDF Energy	EDF Energy is fully supportive of the principles of this change proposal.	Noted
21.	ESP Electricity	Yes	Noted
22.	Macquarie Bank	<p>Macquarie is supportive of the principles outlined in DCP 127 for two main reasons:</p> <ul style="list-style-type: none"> <li>- It supports the competitive energy supply market by ensuring that no competitive distortions are created by the smart roll out. This proposal supports that by ensuring that gas only customers can receive a smart meter and that the gas only supplier is not reliant on the electricity smart meter being installed first.</li> </ul>	Noted

		- The proposal provides the opportunity for larger volumes of smart meters to be installed in the Foundation Phase, so delivering earlier GB business case benefits and supporting a key objective of the Foundation Phase to generate learning by trialling different technologies and solutions.	
23.	SSE Energy Supply	We agree with the principles of DCP 127 in that Gas Suppliers should not be reliant on Electricity Suppliers for the installation of Smart Meters. However, we are aware that there are potential alternative approaches that would not require the creation of cross-fuel governance arrangements.	Noted
24.	SP Distribution Ltd & SP Manweb Plc	We do not have any strong objections to the principles of DCP 127 however we do have some questions over the practicalities of the proposal and the potential impact on DNOs.	Noted
25.	Northern Powergrid	Yes, we are happy with the commercial principles. However, we have concerns about the separate operational and technical issues.	Noted. See also guidance document.
26.	Npower	We are supportive of the principle that Gas	Noted. See also guidance

		<p>only installations should not be unduly impacted by electricity Smart roll-out strategies. We are minded of the increased risks that Gas first installations may have for the subsequent supplier, at second visit, who may then encounter installation problems of their own. We would like to understand or participate in a risk assessment process driven by an appropriate impact assessment. We therefore suggest that it would be useful to see the equipment that it is envisaged will be installed and the likely volumes during foundation and early roll-out, so that our Business Safety Teams can provide us with additional assurance. Further we would suggest that we need to better understand the likely scenarios that will be encountered on site and perhaps with MOCOPA's help draft appropriate guidelines for these types of installations to ensure as trouble-free installations as possible at both first and second visit, thus ensuring good customer experience.</p>	document.
27.	Western Power Distribution plc	<p>Yes – subsequent to satisfactory arrangements being put in place to ensure that Distribution Business is adequately compensated for the additional units that will</p>	<p>Noted. Lost units are a wider SMART issue and have been passed to DECC/Ofgem.</p>

		be consumed by communication hubs that do not form part of an electricity metering system.	
28.	Association of Meter Operators (AMO)	No comments.	
29.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	<p>We recognise and acknowledge the imperative to determine a practicable solution to the limited-duration "Gas First" smart metering issue. However, we disagree with the basis of this Change Proposal, which appears to be that this interim arrangement <u>must</u> be based on a mains-powered communications hub, when we believe that alternative solutions, avoiding the use of the mains electricity supply, could be deployed.</p> <p>At locations where there are HAN connectivity issues, battery-powered smart gas meters are being considered and we see no reason why these are not deployed to provide the WAN connected Gas First smart metering solution. We note that no reference is made to any alternative forms of smart gas metering technologies in the Change Proposal or consultation.</p>	The WG noted the comment; however it was noted that technical advisers for Centrica's device had advised full smart comms functionality could not be delivered with battery only.

30.	ScottishPower Energy Retail Ltd	<p>We believe that competition in the supply of gas and electricity can only benefit from greater innovation in the approach to customer services. It is, therefore, important that such innovation, provided it is both safe and practical, should not be inhibited.</p> <p>More specifically, while we are broadly supportive of the principles of the 'Tripartite Model' option, we fundamentally disagree with the alternative 'Agency Model', which we think would result in unwarranted obligations and risks for suppliers.</p> <p>However, while the DCUSA may be the only vehicle through which such an approach to Gas First installations can be given effect, we are not actually persuaded that it is appropriate to change the code to facilitate such extraneous requirements.</p>	<p>Noted.</p> <p>Working group is only taking forward the tripartite model.</p> <p>Cost/benefit analysis demonstrates why the working group believes that the DCUSA is the sensible vehicle.</p>
31.	UK Power Networks	Yes	Noted
		<p><b>3. Do you consider that the proposal better facilitates the DCUSA</b></p>	

		<b>Objectives?</b> <b>Please provide supporting comments along with your assessment against the objectives.</b>	
32.	British Gas	<p>We believe this proposal better facilitates DCUSA Objective 3</p> <p>“The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences”</p> <p>DNO and IDNO parties have a licence condition 4 as follows:</p> <p><b>“Condition 4. No abuse of the licensee’s special position</b></p> <p><b>General obligation</b></p> <p>4.1 The licensee must at all times manage and operate the Distribution Business in a way that is calculated to ensure that it does not restrict, prevent, or distort competition in the supply of electricity or gas, the shipping of gas, the generation of electricity, or participation in the operation of an</p>	Noted

		<p>Interconnector.”</p> <p>In order to facilitate competition in gas, suppliers must be able to install gas smart meters independently of the electricity supplier where different suppliers provide gas and electricity supplies to a property.</p> <p>Electricity distribution companies have a general obligation not to restrict, prevent or distort competition in the supply of electricity or gas. This change will assist them in meeting this obligation.</p>	
33.	ELEXON	We recognise that the changes support the DCUSA objectives.	Noted
34.	Electricity Network Company	We agree with the working groups’ assessment of the proposal against the DCUSA objectives and the comments supporting those.	Noted
35.	EDF Energy	EDF Energy agrees that this proposal better facilitates the DCUSA objectives for the reasons detailed in the change proposal; we have no additional comments to make in	Noted

		addition to these.	
36.	ESP Electricity	We believe General Objective 4 is better achieved as the gas supplier will be able to arrange installation of gas smart meters c/w comms hub independent of the electricity supplier.	Noted
37.	Macquarie Bank	As a MAP, Macquarie wanted to provide input to support the principles and objectives of the proposal, but other than questions 18 and 27 does not have any further comments on the questions raised in the remainder of the consultation, recognising that other parties are better placed to provide detailed input.	Noted
38.	Npower	We agree that the proposal better facilitates objective 3 as per the originators draft proposal and for the reasons stated.	Noted
39.	SSE Energy Supply	Yes, the proposal appears to support the third DCUSA General Objective to the extent that it would assist in the efficient discharge of Standard Licence Condition 4 of the Distribution Licence by preventing any	Noted

		potential distortion of competition in Gas Supply during the roll out of Smart Meters.	
40.	SP Distribution Ltd & SP Manweb Plc	We agree in principle that the proposal facilitates the installation of smart gas meters in advance of smart electricity meters and that this is consistent with the DCUSA Objectives.	Noted
41.	Western Power Distribution plc	<p>Objective 3 is better facilitated as the change will prevent competition in the gas market being frustrated. Without the change a gas only supplier to a premises may face unnecessary delays in installing meters.</p> <p>We do not agree with the working group that objective 1 is better facilitated as maintaining the status quo also means that only MOCOPA registered operatives can work on the network. There is no change caused by this CP.</p> <p>We do not agree with the working group that objective 5 is better facilitated as smart gas meters will be installed irrespective of the outcome of this change. The change only means that a gas meter may be installed</p>	The WG noted the comment and concluded that objective 1 is better facilitated as it reinforced the position that only MOCOPA accredited operatives were normally permitted to work on the distribution network and that objective 5 was better facilitated as the change better enabled suppliers to meet their obligations.

		earlier than it would have been anyway.	
42.	Association of Meter Operators (AMO)	No comments.	Noted
43.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We do not believe that this Change Proposal better facilitates DCUSA Objectives 1 to 4 as our view is that this is an inefficient, cumbersome and complex solution for essentially an interim arrangement.	The WG noted the comment and concluded that objective 1 is better facilitated as it reinforced the position that only MOCOPA accredited operatives were normally permitted to work on the distribution network and that objective 5 was better facilitated as the change better enabled suppliers to meet their obligations.
44.	ScottishPower Energy Retail Ltd	<p><b><u>Objective 1</u></b></p> <p>We do not believe this objective is better facilitated than by the current baseline, as the current baseline already restricts such work to MOCOPA accredited operatives.</p> <p><b><u>Objective 2</u></b></p> <p>We believe both proposal options potentially impact negatively on this objective as they may lead to the disruption of domestic micro-generation, as the loss of the</p>	The WG noted the comment and concluded that objective 1 is better facilitated as it reinforced the position that only MOCOPA accredited operatives were normally permitted to work on the distribution network and that objective 5 was better facilitated as the change better enabled

		<p>incoming supply will halt production at any relevant generator. The effects of such interruption may require consideration in light of the contractual obligations surrounding 'rent-a-roof' schemes etc.</p> <p><b><u>Objective 3</u></b></p> <p>Please see our response to Objective 2, above</p> <p><b><u>Objective 4</u></b></p> <p>No impact</p> <p><b><u>Objective 5</u></b></p> <p>We believe this has a neutral impact on this objective, given that:</p> <ul style="list-style-type: none"> <li>a) We are not convinced that intelligent metering systems, within the context of the European Directives, necessarily require a communications hub;</li> <li>b) We believe the directives refer to the responses of member nation states, rather than of individual energy suppliers. In GB, the government has established a programme to deliver such intelligent metering systems by</li> </ul>	<p>suppliers to meet their obligations. The working group did not believe that micro-gen would be adversely impacted due to the short duration of any de-energisation.</p>
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		2019. Restricting the ability to install an intelligent gas meter until after the installation of an intelligent electricity meter does not, in itself, therefore, do anything to prevent the satisfaction of this objective within the context of that smart delivery programme.	
45.	UK Power Networks	Agree with WG summary	Noted
		<p><b>4. Do you agree with the advantages and disadvantages of the two models set out in the consultation and can you identify any others?</b></p> <p><b>Please provide supporting comments.</b></p>	
46.	British Gas	Under the disadvantages of the Agency model we would question the disadvantage "Gas supplier could unwittingly put the electricity supplier in breach of its licence" The suggested indemnity should cover all eventualities and prevent the electricity supplier from being in breach of his licence.	The WG agreed to add a disadvantage to the list.  Legal discussions concluded the gas first arrangements would not put anyone in breach of licence and this was not an advantage or a disadvantage. Indemnity clauses

		If there are any eventualities that are not covered these should be catered for within the indemnity.	were removed following legal discussions.
47.	ELEXON	We agree with the advantages and disadvantages as outlined. Perhaps a disadvantage of the Tripartite Model there mustn't be any conflicting obligations placed by the Electricity Suppliers and Distributors.	The WG considers this is covered in the legal drafting for the tripartite approach.
48.	Electricity Network Company	We agree with the advantages and disadvantages of the two models set out in the consultation.	Noted
49.	EDF Energy	EDF Energy agrees with the advantages and disadvantages of the two models as set out in the consultation, we have not identified any additional advantages or disadvantages in addition to those already documented.	Noted
50.	ESP Electricity	We agree with the advantages and disadvantages of the two models set out in the consultation, and cannot identify any others at this stage.	Noted
51.	SSE Energy Supply	Yes	Noted

52.	SP Distribution Ltd & SP Manweb Plc	Both models appear to be workable, but the bilateral model places a liability on electricity suppliers to parties over which they have no direct control.	The WG considered this could be addressed in the drafting of the legal text of the agency solution but the working group agreed to take forward the tripartite version.
53.	Npower	We agree with the advantages and disadvantages identified. We are unable to identify any others.	Noted
54.	Western Power Distribution plc	Agree with what is set out in the consultation and can identify no other advantages or disadvantages.	Noted
55.	Association of Meter Operators (AMO)	Partly. The document does not highlight that the relationships are multiple. In the Tripartite model, each gas supplier has to become a party to DCUSA. [20] gas suppliers have one relationship with DCUSA In the Agency model each gas supplier needs to have a relationship with each electricity supplier. [20] gas suppliers have a relationship with [20] electricity suppliers resulting [20x20=400] relationships. It is not clear from the documentation if DCUSA is the only contract, or whether parties would supplement the DCUSA framework with a bilateral contract giving greater detail of the relationship, in which case, each contract may be slightly different. If some parties fail to agree then operationally the	The WG noted that accession to DCUSA by gas suppliers would create the relationships described with no further need for additional documentation. In addition, any subsequent gas supplier would need to accede to do any works on the device.

		installations become considerably more complex (by having to confirm the relevant electricity supplier has contracted into an agency arrangement). What happens on change of electricity supplier to one that has not agreed? Can the gas supplier's MAM no longer touch the equipment, or does it need removing?	
56.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	In our view, the models do not highlight a disadvantage which they both share, which is that they both result in network operators incurring additional costs related to Gas First installations.	Other than the losses issue, which is a wider smart issue, the WG was not clear what additional costs might be incurred.  Legal discussions concluded the risks are driven by smart metering rather than gas first.
57.	ScottishPower Energy Retail Ltd	We believe that disadvantages 2 and 3, which are shown against the Agency Model, are equally applicable to the Tripartite Model.  Another disadvantage not identified in the consultation, but applicable to both model options, is that the need to manage and monitor obligations and relationships will result in an additional burden for the electricity supplier without compensation.	The WG agreed to add the items against the tripartite model in the Change Report.

58.	UK Power Networks	<p>The agency model provides a ready route for solving this issue.</p> <p>The tri-partite model creates a new DCUSA relationship and party for what should be a short term issue?</p>	<p>Noted, but the working group agreed there was an enduring need for these relationships.</p> <p>Legal discussions concluded both models create new DCUSA relationships</p>
		<p><b>5. Which model (appendices B and C) do you consider is preferable?</b></p> <p><b>Please provide supporting comments</b></p>	<p>Legal discussions concluded that no legal reason precludes or promotes either model; they aren't very different.</p> <p>Contractual liability is a more significant issue than the licence obligation/breach.</p> <p>If gas parties didn't sign up to the DCUSA they would have to get permission from electricity supplier and become an agent to the supplier, or just become an agent (dependent on the model followed).</p> <p>Neither model has strong risks.</p>
59.	British Gas	<p>The tri-partite would appear the cleaner model to manage. It puts direct contractual</p>	<p>Noted</p>

		relationships in place between the gas supplier and the distributor and removes the electricity supplier as an intermediary.	
60.	ELEXON	We believe the Tripartite model provides additional assurance that participants remain compliant with wider industry obligations.	Noted
61.	Electricity Network Company	We would prefer the Tripartite model because: <ol style="list-style-type: none"> <li>1. We would retain greater control of our relationship with all parties, Old &amp; new</li> <li>2. Under the agency model it has been suggested there is the possibility to breach licence conditions and we think where possible this should be avoided at all costs and as there is an alternative it should be utilised.</li> </ol>	Noted
62.	EDF Energy	EDF Energy believes the Tripartite Model detail in the appendices to be the preferred model for delivering the requirements of this change proposal. We believe that the advantages of this as documented in the change proposal documentation outweigh	Noted

		<p>the disadvantages; more specifically we do not believe that the Electricity Supplier should face the additional burden of having to act effectively as an intermediary between the Gas Supplier and the Distributor. We believe that Gas Suppliers should be directly accountable to the Distributor and to the Electricity Supplier for any action taken in regard to their equipment.</p>	
63.	ESP Electricity	ESPE would prefer the Agency model approach.	Noted
64.	SSE Energy Supply	<p>We prefer the tripartite model. This model effectively authorises the Gas Supplier and their agents to undertake the necessary works without creating an unnecessary agency relationship.</p> <p>The agency model is not acceptable because it would place excessive regulatory and financial risk on the Electricity Supplier. In this model, the Electricity Supplier will be dependent on the actions of its "agent" (the Gas Supplier) for an installation that they have no interest in. Ultimately, failure of the</p>	Noted

		"agent" to meet its obligations could put the Electricity Supplier's licence at risk.	
65.	SP Distribution Ltd & SP Manweb Plc	We think that the tripartite model is preferable to the extent that it places liabilities on parties best able to control these.	Noted
66.	Npower	We consider that the Tripartite Model is preferable. This would seem the less costly and less disruptive to existing arrangements, and would minimise the risks of a breach of the electricity suppliers licence.	Noted
67.	Western Power Distribution plc	Our preference is for the tripartite model. This establishes a direct relationship between the Gas Supplier and the Distributor and allows any issues to be resolved directly between the parties impacted.	Noted
68.	Association of Meter Operators (AMO)	In the Tripartite model, each gas supplier has to become a party to DCUSA. [20] gas suppliers have one relationship with DCUSA.  In the Agency model, depending on the concern raised in response to Q4, each gas supplier needs to have a relationship with each electricity supplier. [20] gas suppliers	Noted

		have a relationship with [20] electricity suppliers resulting [20x20=400] relationships. Each contract may be slightly different.	
69.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We believe that the Agency Model is preferable as it would give network operators a direct relationship with the gas supplier which should enable more efficient contact if issues arise.	Noted
70.	ScottishPower Energy Retail Ltd	We prefer the Tripartite Model as it would see a reduced involvement for the electricity supplier; whereas the Agency Model would create unwelcome obligations and increase electricity suppliers' risk exposure.	Noted
71.	UK Power Networks	Agency model Easier to manage for distributor More certainty No new parties / roles to DCUSA	Noted
		<b>6. Are there any alternative solutions or matters that should be</b>	

		<b>considered by the Working Group?</b>	
72.	British Gas	We have not identified any alternative solutions	Noted
73.	ELEXON	No further alternative solutions.	Noted
74.	Electricity Network Company	None that we have identified	Noted

75.	EDF Energy	<p>EDF Energy has not identified any alternative solutions to the issue this change proposal is intended to address.</p> <p>We believe that the most important consideration in regards to this change proposal should be health and safety, both in regards to the operatives carrying out the work and the customer who will have this equipment installed at their premises. This will require operatives carrying out this work to have the proper training and authorisation under MOCOPA, and for this to be monitored to ensure ongoing compliance. The operative will also need to have an appropriate level of competency, for example in the case of single phase dwellings supplied by a three phase service, the operative will need to be appropriately qualified to work on a polyphase service head.</p> <p>A further critical consideration is that all equipment must be sealed in compliance with MOCOPA; i.e. Bowden wire and copper</p>	<p>The WG noted the comment and agreed there should be limitations as to scope, and that controls were required.</p> <p>Legal discussions concluded the DCUSA states parties must comply with the MOCOPA, which will mitigate the noted risk</p>
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		<p>ferule using the auditable sealing process (including unmetered blocks). We feel we need to state this aspect specifically as it will cause all sorts of problems with investigation follow-up should there be any safety issues. Additionally, we note that compliance with the Disruption of Supply notice for our customers and third parties, specifically in a shared fuse situation, needs to be ensured in regards to a gas first installation.</p> <p>Further to this, consideration also needs to be given to the design of the gas communications hub and the potential that this could create for access to parts of the metering system, for example between the comms hub and the meter (in the case of the illustrative photographs provided).</p>	
76.	ESP Electricity	None that we can identify at the moment.	Noted
77.	SSE Energy Supply	Consideration should be given to the effectiveness of battery powered communications hubs and whether use of such technology could remove the need for	As before, expert advice on the device designed was that battery power would not be sufficient. See also cost/benefit analysis.

		this change proposal.	
78.	SP Distribution Ltd & SP Manweb Plc	We do not have an alternative solution to put forward	Noted
79.	Npower	None identified	Noted
80.	Western Power Distribution plc	We have no other solutions but note the consultation does not mention how the issue of additional network losses caused by a gas communications hub being powered from the network will be addressed. Our preferred option for this would be a regulatory adjustment to our target losses as this will be more cost effective than attempting to recover costs through unmetered supplies arrangements.	Noted but wider smart issue.
81.	Association of Meter Operators (AMO)	The proposals make no recognition of the relationship between the electricity Meter Operator (and/or Meter Asset Provider) and the Electricity and/or Gas Supplier. Or the gas MAM (and/or MAP) and the Electricity and/or Gas Supplier. Or the gas MAM (who is doing the work) and the electricity MO (who is responsible for the electricity metering equipment).	The WG noted the previous DCPs and considered that DCP 127 would need to address the reasons for the previous rejections.  Legal discussions concluded this was an important practical consideration though it was not clear it could be resolved in legal

		<p>In previous DCUSA changes (DCP019 &amp; DCP037 – meter moves) Ofgem have rejected the change on the basis that for a blanket agreement of this type every electricity MO and/or MAP had to be agreeable to any work being performed on their electricity metering equipment. This assurance could not be given when this was previously considered. The current proposal does not address this concern.</p> <p>The Electricity Meter Operator, MAP and/or Supplier may be liable for equipment failure or poor workmanship. In the case of catastrophic failure they will be expected to respond to concerns that the cause of any incident was associated with the metering equipment. It is not possible to transfer these obligations to another party.</p> <p>The proposal makes no reference to the quality, design, standards, or capability of the communications equipment, hardware, being fitted, which will then form part of the electricity metering equipment.</p> <p>The proposal gives no explanation of how</p>	<p>drafting of the DCUSA. It was clear that the supplier would need to obtain such permissions but it was felt that the DCUSA did not need to provide any warranty that they had been.</p> <p>Parties could take legal action for any damage caused without every scenario being covered off in the DCUSA.</p>
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		<p>the equipment will be inspected/maintained (if at all) to ensure that it remains suitable to remain installed.</p> <p>The proposal gives no explanation of how the equipment will be removed (if at all) at the end of its service.</p> <p>The proposal gives no explanation of how the equipment’s existence will be recorded through successive changes of electricity supplier/gas supplier/MO/MAM/MAPs</p> <p>The proposal gives no explanation of how a new Gas Supplier will be informed that such equipment is installed, and whether they will then be obliged to sign up to DCUSA. In practice, every gas supplier is likely to become a supplier to at least one of these customers, and therefore will need to sign up to DCUSA.</p> <p>The proposal gives no explanation of how the equipment installation will be notified to the incumbent electricity Meter Operator. As the electricity Meter Operator has obligations and responsibilities for the electricity metering installation it is important that they</p>	
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		<p>are aware when someone (gas MAM) have worked on their equipment. The existence of different meter seals is not sufficient. A report listing information (such as MPAN, date of work, and serial number of equipment fitted), is suggested to be provided to the Meter Operator on a weekly or monthly basis. Identifying fitted, replaced and removed. Ideally using a DTC dataflow. The proposal does not address the circumstance of the customer owning the metering equipment or having a direct contract with the MO or MAM.</p> <p>Is there any limit to the type of connections – does this include connections to advanced meters, in addition to dumb meters?</p> <p>Does this proposal also allow for multiple service positions, and multi-phase connections?</p> <p>The proposal does not consider that the equipment should also be labelled so the installing/responsible company can be identified at site. The equipment must be distinctive from any possible fraudulent</p>	
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		devices fitted to meters.	
82.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	<p>Yes – as previously stated the option of deploying battery-powered WAN connected smart gas meters must be considered. The technology is proven and a significant number of these meters are already installed and operational at present. This alternative technology would avoid most of the complex and burdensome issues associated with this Change Proposal.</p> <p>The lack of discussion on alternative communications technologies is a particular weakness of this Proposal.</p>	As before, advice was that battery power would not be sufficient.
83.	ScottishPower Energy Retail Ltd	No.	Noted
84.	UK Power Networks	No comment	Noted

		<p><b>7. Do you have any comments on the proposed legal text for the two models (appendices B and C)?</b></p>	<p>Legal discussions on indemnities concluded that there are indemnities for the existing relationships within the DCUSA Section 3, which provide for exceptions to the standard limit of £1m liability. That limitation should be sufficient for most instances of damage here. Although it could be logical and consistent to introduce indemnities for gas first arrangements, the group agreed it was unnecessary to have specific indemnities for gas first and to rely on the general liability clauses.</p>
85.	British Gas	<p>We have suggested the following amendment to the legal text in 55.6.2 of the Agency Model wording as follows:</p> <p>55.6.2 the User shall also indemnify the Company against all actions, proceedings, costs, demands, claims, expenses, liability, loss or damage made against or incurred or suffered by the Company and resulting directly from such howsoever <u>arising other than in respect of physical damage referred</u></p>	<p>Legal discussions concluded that the £1m limitation of liability will cover damage to each other's property and so should be sufficient and the working group agreed to remove indemnity clauses.</p> <p>Subsequent RFI concluded that reporting was not required other</p>

		<p><u>to in Clause 55.6.1 above , provided that such indemnity in this clause 55.6 shall only apply where it is solely and directly as a result as a consequence of the User (or its employees or agents) carrying out De-energisation Works and Re-energisation Works</u></p> <p>55. 6.1 should refer to 55.6 rather than 55.7.</p> <p>Similar changes should be made to the Tripartite Model indemnity wording.</p> <p>We also suggest amending the obligation on Provision of Information in both models as follows:</p> <p><b>Reporting Requirements</b></p> <p>Within 10 working days of the end of each calendar month, the User shall send the Company a report in <u>CSV</u>. format, identifying the communications hubs installed in that calendar month, including the customer's</p>	<p>than for safety, damage or interference.</p>
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		address and type of hub installed there ( Add in anything DNOs want to specify in here.)	
86.	Electricity Network Company	No	Noted
87.	EDF Energy	EDF Energy has no comments to make in regards to the proposed legal text.	Noted
88.	ESP Electricity	No	Noted
89.	SSE Energy Supply	No	Noted
90.	SP Distribution Ltd & SP Manweb Plc	As the term "Company" refers to the (electricity ) Supplier in some parts of the new text and to the Distributor in others, the definition in section 1 should be reviewed under either model to help clarify where the term has one or other meaning.	Legal discussions agreed the party referred to by the term "company" should be clearly identified within the legal drafting.

<p>91.</p>	<p>Npower</p>	<ul style="list-style-type: none"> <li>• Agent Model - additional new clause for user to provide gas install details/ customer details to the Company. Whilst I can see the need for this and understand why it has been suggested this should be reviewed to ensure that it does not contravene DPA;</li> <li>• Agent Model – 53.4.3 - references to any period of time – does this allow Gas Suppliers the ability to undertake meter works at any time? Do we want this?</li> <li>• Conditions precedent – in both models do we want to add “ appropriate levels of accreditation”?</li> <li>• 55.5.1 – User shall decide on the extent and nature of de-energisation works, this adds a great deal of risk over and above just de-energisation of the meter to install gas comms hub. This should be reviewed in light of guidance note approach as suggested in answer to Q2;</li> <li>• 55.6.1 – looking at liabilities should this include (does it explicitly include) the cost of any remedial work required to correct poor installations?</li> <li>• Tripartite Model – why is clause 55.9.4 included that allows the User (Gas Supplier) access to the DNO established enquiry</li> </ul>	<p>Legal discussions on the gas first clauses and the DPA, concluded data can be processed in accordance with the requirements of law (including requirements of the EDUSA) but disclosure needs to be justified. It was agreed to use the RFI to determine what data items would be reported on between parties and this concluded that only instances of safety or damage or interference would be reported..</p> <p>On the specific clauses:</p> <ul style="list-style-type: none"> <li>- 53.4.3 drafting is to identify the relevant gas first parties at the point in time.</li> <li>- Conditions precedent is covered by compliance with MOCOPA</li> <li>- 55.5.1 is language used in section 2A of DCUSA</li> <li>- 55.6.1 removed indemnity.</li> <li>- 57.1 inserted an equivalent in section 2D</li> </ul>
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		<p>service?</p> <ul style="list-style-type: none"> <li>• Dangerous Incidents – clauses 57.1 (57.1.1 and 57.1.2) should include Suppliers' meter. Metering equipment and not just Distribution system;</li> <li>• Agent Model 58.1 and Tripartite Model 57.4 – reporting activities do these breach DPA?</li> </ul>	
92.	Western Power Distribution plc	No comments.	Noted
93.	Association of Meter Operators (AMO)	<p>The use of the term 'User' and 'Company' in the proposed drafting is very confusing as the definition of User &amp; Company in this new Section 2C is different to the rest of the document, and even within the section.</p> <p>The circulation of a document using redlining – when all the text should have been redlined - has also caused confusion for reviewers.</p> <p>55.4 should energised be capitalised?</p> <p>55.4 et al should this also allow for removal of the comms hub?</p>	<p>Legal discussions reviewed the points. User and Company clarified.</p> <ul style="list-style-type: none"> <li>- 55.4 Wording to be clarified around replacement/removal</li> <li>- 60.8 is specifying the gas supplier should remove the hub. It's possible that some hubs will become redundant and stay consuming energy, potentially causing problems in future.</li> </ul> <p>Compatibility of the comms hub and electricity meter, being SMETS</p>

		<p>55.9.3 &amp; 60.9 not sure if this is too broad, it might need refining to only cover scenarios of concern</p> <p>57.4 what about removals and/or replacements?</p> <p>60.4.3 and/or replace and/or remove?</p> <p>60.8 as drafted this would prevent the electricity meter operative removing a comms hub which is now redundant and a newly installed comms hub associated with the electricity meter can communicate with the gas meter? This seems unduly restrictive. It may require a revisit by the gas MAM to remove the redundant equipment.</p> <p>In the agency model the electricity supplier may wish to discharge their obligations about competency, etc. by reviewing/inspecting the activity of the gas supplier's MAM. This may add an extra burden. Would hope that this can be</p>	<p>1 or 2 compliant and which would entail a second comms hub is covered in the guidance note.</p>
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		<p>satisfied by other routes, such as increasing audit scope of MOCOPA.</p> <p>In the agency model the gas suppliers sends to the electricity supplier a list each month of the installs – why is that going between suppliers – or does that allow the electricity supplier to pass onto their MO &amp; MAP? Would wish to see a requirement to pass onto electricity MO.</p> <p>Any changes to DCUSA needs to be very clear that a MOP carrying out the installation of the 'gas first comms hub' is a certified MOCOPA party.</p>	
94.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We have no specific comments to make at this stage but would wish to undertake further review.	Noted
95.	ScottishPower Energy Retail Ltd	No further comments	Noted

96.	UK Power Networks	No comment	Noted
		<b>8. Do you have any comments on the indemnity clauses in each version?</b>	
97.	British Gas	See response to question 7 above	Noted
98.	ELEXON	We do not have any additional comments on the indemnity clauses.	Noted
99.	Electricity Network Company	No	Noted
100.	EDF Energy	EDF Energy has no comments to make in regards to the indemnity clauses.	Noted
101.	ESP Electricity	No	Noted
102.	SSE Energy Supply	Yes, the indemnity should also cover works associated with the installation of the device and the continued use of the device as well.	Noted
103.	SP Distribution Ltd & SP Manweb Plc	No comments	Noted
104.	Npower	We would ask that further consideration is given to the indemnity clauses to ensure that electricity suppliers are fully covered under their existing obligations as we will	Noted

		now find ourselves in a position of being wholly responsible for assets where we may not have been the last party to undertake work on those assets that could range from de-energisation to moving of the meter.	
105.	Western Power Distribution plc	No comments	Noted
106.	Association of Meter Operators (AMO)	Should there be a requirement on the Gas Supplier/MAM to remove the comms hub when it is redundant? This would minimise the risk of unnecessary electrical equipment remaining in customers premises. This could be removed when the gas MAM attends the premises to link the gas meter to a newly installed comms hub, or by the electricity MO at the time they fit a new comms hub with which the gas meter is compatible.	Legal discussions concluded it depends how the energy is being settled – paying for it is an incentive to remove redundant hubs.  But is this wider than Gas First.  Only the gas supplier can decide if a comms hub is no longer required. Agreed to include in the guidance note and DCUSA legal drafting.
107.	Southern Electric Power Distribution plc and Scottish Hydro	The proposed indemnity clauses are far too limited in that they only relate to De-energisation and Re-energisation matters	Noted. Legal review removed the indemnity clauses.

	Electric Power Distribution plc	and do not cover significant issues relating to the operation or the installation of the hubs.	
108.	ScottishPower Energy Retail Ltd	<p>Although we have not received legal advice on the matter, there does appear to be a significant omission in that no indemnity appears to be afforded the Electricity Supplier through these proposals; whereas we would anticipate that prolonged interruption of a consumer's electricity supply (there would need to be some form of test of reasonableness to determine such parameters) could require that compensation be made.</p> <p>We believe it needs to be clear that the User, upon re-applying a seal to the electrical installation, takes on the responsibility of having deemed that installation, through to the consumer unit, to be in a safe and fully fit state for operation. There can be no derogation from or minimisation of this responsibility.</p>	Working group could not see any increased de-energisation duration risk arising from gas first.
109.	UK Power Networks	The indemnity clauses throughout DCUSA should be the same.	Noted

		<p><b>9. As part of the Working Group's review it identified a flaw with the current DCUSA where the distributor gives indemnity to the electricity supplier but this is not reciprocated.</b></p> <p><b>Should an indemnity from the electricity supplier to the distributor be introduced into Clause 25 of Section 2A of DCUSA to cover circumstances where the supplier De-energises a site, in order that all of the indemnities are consistent?</b></p> <p><b>Please provide supporting comments.</b></p>	<p>Legal advice was that the indemnity given by distributors to suppliers was for a particular scenario and did not need to be reciprocated.</p>
110.	British Gas	<p>We agree that the indemnities should be reciprocated. This would ensure that the indemnities are consistent between suppliers and distributors.</p>	<p>Noted</p>

111.	EDF Energy	EDF Energy does not believe that there is a clear reason to change the existing indemnities, as it has not been demonstrated that this has created any problems in the way that it is currently worded.	Noted
112.	ESP Electricity	No Comment	Noted
113.	SSE Energy Supply	Any activity to align indemnity clauses should be undertaken separately from this change proposal.	Noted
114.	SP Distribution Ltd & SP Manweb Plc	We agree with the views of the Working Group that this lack of reciprocal indemnity amounts to a flaw with the current DCUSA. We consider it essential that this flaw is rectified, in much the same way as it has been done for the Distributor to Distributor relationships in clause 41.	Noted
115.	Npower	If reciprocal indemnity arrangements are to be drafted then this should be done for all parties that could be impacted for both	Noted

		existing DNO – Supplier and Supplier – Gas Supplier arrangements to ensure equivalence throughout the Agreement.	
116.	Western Power Distribution plc	Yes we agree this is an obvious flaw and it is an opportune time to correct it.	Noted
117.	Association of Meter Operators (AMO)	Problems identified with the current DCUSA text should be incorporated into a separate CP. They can then stand/fall on their own merits.	Noted
118.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	Yes – the indemnities clearly need to be aligned.	Noted
119.	ScottishPower Energy Retail Ltd	We believe that any such change would need to be subject to a separate and further DCP.	Noted
120.	UK Power Networks	Yes this should be added. This creates a consistent approach throughout the DCUSA.	Noted
		<b>10. Do you have any suggestions for the information that could be</b>	Subsequent RFI led working group to conclude that reporting should

		<b>reported between parties regarding gas first installations within the two proposed models?</b>	be limited to safety and damage and interference.
121.	British Gas	<p>We do not feel that any additional information reporting, beyond that contained in the DCP, is necessary or desirable.</p> <p>Up until the Data Communication Company (DCC) goes live it is likely that the electricity supplier will need to fit their own communications hub when even when a gas only communications hub has been fitted. Post DCC go live the electricity supplier will be able to share the gas communication hub. We therefore do not see any requirement to report any information between the gas supplier and the electricity supplier. All reporting currently contained within the proposal is between the gas supplier and the distributor.</p>	Noted
122.	ELEXON	No comments	Noted
123.	Electricity Network Company	No	Noted

<p>124.</p>	<p>EDF Energy</p>	<p>EDF Energy sees no specific need for the Electricity Supplier or the electricity Meter Operator to be notified of gas first installations, even if electricity Suppliers were to be notified of the gas first installation in order to facilitate the installation of the smart electricity meter there is no dataflow mechanism for proving this data to the electricity Supplier, and importantly, for that Supplier to pass that information on to any subsequent Supplier (who might actually undertake the installation of a smart electricity meter) on Change of Supplier.</p> <p>However this is predicated on the requirement that the gas first installation will not have any adverse impact on the ability of the appointed Electricity Meter Operator to carry out any work required on the electricity meter, which we regard as an absolute requirement.</p> <p>Speaking generally, as smart metering is rolled out system losses associated with increases in legal unmetered burdens will gradually increase. Network operators will probably need to be able to account for such increases in system losses. To do this they</p>	<p>Noted</p>
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		will need to know what smart metering equipment has been installed.	
125.	ESP Electricity	MPAN, address details, MSN, date of installation and energisation, sealing plier information, gas supplier details and contact for queries.	The WG considered the MPAN could be problematic to include but the address details would be necessary.
126.	SSE Energy Supply	No	Noted
127.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
128.	Npower	We understand the benefit of providing this information in that improves co-ordination of activities and best practice etc could be communicated, but would first ask that we understand the impact on DPA.	Legal advice on DPA covered earlier.
129.	Western Power Distribution plc	MPAN – if known Electricity MSID where available. Address in all cases. Date gas communications hub installed. Average consumption (watts) taken by the device.	Noted

		Gas Supplier ID responsible for the supply and therefore the party providing indemnity to the Distributor.	
130.	Association of Meter Operators (AMO)	<p>The electricity Meter Operator has obligations and responsibilities for the electricity metering installation it is important that they are aware when someone (gas MAM) have worked on their equipment. The existence of different meter seals is not sufficient. A report listing information (such as MPAN, Date of work, and serial number of equipment fitted), is suggested to be provided to the Meter Operator on a weekly or monthly basis. Identifying fitted, replaced and removed. Ideally using a DTC dataflow.</p> <p>It is not clear why a distribution business needs to know about comms hubs being fitted, although this is included in the drafting.</p> <p>The certified MOCOPA MOP that carries out the work, when not the appointed MOP for the site concerned, will have to be required</p>	Noted. The WG noted a general question around responsibility for equipment and raised its concerns regarding the ESQCR with the wider smart programme.

		<p>to send an industry flow to the appointed MOP so that they have a record of what work was carried out (i.e. gas first comms hub fitted) and the date/time when this was carried out.</p> <p>This is a requirement because the appointed MOP has contractual responsibility for the installation and should an event require investigation at the site this will be an important piece of history of the installation.</p> <p>Meter Operators also have legal responsibilities under regulation 24 of the ESQCR that they shall ensure that equipment which is on a consumer's premises but which is not under the control of the consumer is suitable for its purpose. Given this responsibility, it is essential that the appointed MOP is aware of work carried out by another MOCOPA certified MOP on a site for which it is the appointed. Seals on site alone on site are not sufficient for this. They are not always legible, are often not legible after an incident such as a fire and they don't identify the date/time when the work was carried out.</p> <p>This is different from the COA situation where a MOP has gained a site as the MOP</p>	
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		<p>has been to site and carried out work and needs to know if anyone else has subsequently made alterations whilst 'on his watch' as it were.</p> <p>The certified MOCOPA MOP that carries out the work, when not the appointed MOP for the site concerned, will have to be required to send an industry flow to the MAP for the asset so that the MAP has a record of what work was carried out (i.e. gas first comms hub fitted) and the date/time when this was carried out where they are the owner of the asset installed at the site concerned.</p> <p>This is a requirement in case any damage is caused to the meter when installing the hub. Seals on site are not sufficient for this.</p> <p>The appointed MOP and MAP for the asset can be obtained from the Electricity Supplier, and/or ecoes.</p> <p>The challenge or risk with this change in processes is that new processes are not undertaken diligently. Where new processes have been applied in other areas of the</p>	
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		<p>business a back stop position is available in the form of other information stores ie MPAS.</p> <p>In this instance if the activity is undertaken and not communicated, the appointed MOP retains the total ownership and responsibility for any action undertaken on site. Where not communicated, the incumbent MOP will only find out when they are called out for a health and safety issue where the installation has been damaged or destroyed and the incumbent MOP will have little evidence to identify who the third party installer had been.</p> <p>The process above may provide a way in which the activity can be monitored, however this requires a Backstop position should the installing MOP or the energy supplier not provide the data.</p> <p>The Supplier may not have appointed the MOP, the customer may have. The proposal would not appear to consider this arrangement.</p>	
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131.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	This is an area for further development as and when any changes are more developed and closer to being implemented.	Noted
132.	ScottishPower Energy Retail Ltd	At minimum this should include: <ul style="list-style-type: none"> <li>the date and time work carried out; and</li> </ul> a report upon any alteration and/or fix/replacement made to existing equipment or location thereof.	Noted
133.	UK Power Networks	DNO will require MPAN, hub type, estimated annual consumption, date installed, installer	Noted
		<b>11. Do you have any suggestions for the method for reporting suspected faults or theft with electricity metering equipment found on site by the gas operative, and any confidentiality issues that might arise?</b>	The working group landed on telephoning emergency information and emailing non-emergency information. Where information needs to be passed to the supplier but it cannot be identified, the UKRPA will be a point of contact.

134.	British Gas	It is suggested that suspected faults or theft be reported direct to DNO SFIC by telephone in the same manner as any customer or third party would report issues. We anticipate that in any such circumstances the gas operative would abort the hub installation. Were a serious danger were to be identified the operative might need to remain on site until the DNO attended, in accordance with normal MOCOPA procedures.	Noted
135.	Electricity Network Company	This is for the supplier gas operative to agree.	Noted
136.	EDF Energy	EDF Energy believes where the gas operative identifies either a fault with the Electricity Supplier's equipment or that there may be suspected theft in relation to the electricity supply that the gas operative shall report this and that this should be communicated to the Electricity Supplier as soon as possible. This communication would need to take the form of an e-mail or similar communication; Electricity Suppliers should identify the appropriate contacts for these	The WG noted a dependency for reporting fault/theft on knowing the supplier and MPAN. It was considered current practice is information notification but there were formal routes such as the UKRPA tip off line.

		<p>queries and publish them centrally, for example through the MRASCo or SPAA websites. A process by which the gas Meter Asset Manager is able to accurately identify the Electricity Supplier for these purposes will need to be defined to support this requirement. This process should be effective and wherever possible via an electronic route; we recommend that consideration be given to the role the DCC might be able to play in this process. Where the gas operative identifies an issue with the Distributor's equipment then they shall report this to the Distributor and also to the Supplier, who would need to know that there was an issue that may affect their electricity supply and subsequent accurate customer billing. We note that DTC CP 3336 is being implemented in December 2012 to facilitate the reporting of such issues to the Distributor, wherever possible the method for reporting suspected faults should mirror the categorisation and process steps for this change, while recognising that the gas MAM</p>	
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		will not be able to send the relevant dataflows to the Distributor. A process by which the gas Meter Asset Manager is able to accurately identify the appropriate Electricity Supplier and Distributor for these purposes will need to be defined to support this requirement. This process should be effective and wherever possible via an electronic route; we recommend that consideration be given to the role the DCC might be able to play in this process.	
137.	ESP electricity	If the agency approach is used, we would expect the electricity supplier to report any suspected faults or theft of electricity to the relevant distributor.	Noted
138.	SSE Energy Supply	Agents acting on behalf of the Gas Supplier should utilise the same methods of reporting suspected faults or theft as those used by agents of the Electricity Supplier.	Noted
139.	SP Distribution Ltd & SP Manweb Plc	We consider the process should align with current practices.	Noted

140.	Npower	The operative who visits site will be dual fuel authorised. Therefore, the reporting should follow the existing industry processes – though this may not be possible due to not being the appointed electricity MOP. We assume that reporting of electricity safety issues to the DNO by the Meter Operative will continue.	Noted
141.	Western Power Distribution plc	We appreciate that the gas MAM may not be able to use the electricity DTN to send the recently agreed D0135 report flow but would prefer the fault reporting process as similar as possible to that. Suggest the gas operative uses the same list of defect codes as introduced for use in the D0135, with category A faults being phoned in and category B & C faults being sent by email using an agreed template. Suspected theft should be reported to the electricity supplier.	Noted
142.	Association of Meter Operators (AMO)	The Gas MAM will be a MOCOPA Party, they should therefore have the mechanisms in place to report such issues. The detail of how this would work will need to be reviewed to confirm all scenarios.  As an example, the revisions to the D0126	Noted

		<p>and D0135 reporting processes are not meant to limit the reports to only the <i>appointed</i> Meter Operator. Although, the responses will be sent to the appointed supplier &amp; appointed Meter Operator. The Gas MAM will need to identify the MPAN to enable any reporting.</p> <p>Revenue protection concerns will need to be reported the distribution business or the appropriate electricity supplier, but would often result in not touching the metering equipment as this would destroy potential evidence.</p> <p>Any concerns identified with the customer's incoming electrical equipment should also be reported using the template document currently being agreed within MOCOPA.</p>	
143.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	<p>Any suspected electricity network defects need to be reported within an appropriate timescale to the relevant network operator. Changes are currently being made by the MRA to facilitate better reporting of electricity network operator defects using appropriate data flows (change proposal DTC CP 3336). Whilst these processes will only be available for use by electricity industry</p>	Noted

		<p>parties, reporting of defects by gas meter operators would need to follow the same principles, using the categories of defect that have been developed by the ENA and agreed with MOCOPA. As the electricity DTN cannot be used, alternative methods of communication will need to be considered. Any method chosen must keep the administrative burden to electricity network operators to a minimum.</p> <p>Theft issues need to be reported to the appointed electricity supplier.</p>	
144.	ScottishPower Energy Retail Ltd	This should follow the guidelines and reporting methodology that apply to electricity operatives under MOCOPA, with any requisite competency arrangements, assurances and safeguards.	Noted
145.	UK Power Networks	This should follow the same methods used by electricity suppliers now.	Noted
		<b>12. Are there any concerns for electricity Meter Operators that</b>	

		<b>need to be considered and addressed, including any impacts on Meter Operators' BSC Qualified status?</b>	
146.	British Gas	All work carried out by gas operatives in fitting a gas first hub should be in accordance with MOCOPA accreditation. Under the MOCOPA the gas meter operator must be a BSC Party Agent and so will be bound to comply with the BSC and relevant BSC Metering Codes of Practice. Accordingly he would be held directly responsible for any breach of the BSC by his actions.	Noted. The DCUSA will require MOCOPA meter operators are used.
147.	ELEXON	Below is an extract of Section 7.1 in the Metering Codes of Practice 8 & 9:  7.1 BSC Qualification requirements - A Supplier is required by the Balancing and Settlement Code only to use Qualified Persons for the purposes of providing meter operation services. Full details of the procedure are available in BSCP537 from the BSC Website.	Noted

		<p>According to the Codes of Practice a Supplier can only use a Qualified Person to provide meter operating services, which include de-energisation and re-energisation.</p> <p>The same is also true when signing up to the Meter Operator Code of Practice Agreement (MOCOPA) and carrying out MOCOPA Operator activities shown below.</p> <p>"MOCOPA® Operator" means a Party which holds a Registration Certificate or a Provisional Certificate issued by the Registration Authority and for the purposes of this agreement the MOCOPA® Operator must either be a BSC Qualified Meter Operator Agent itself or work under the instruction of BSC Qualified Meter Operator Agent.</p> <p>The metering set-ups are for domestic meters and the Gas meter worker, being party to the MOCOPA, has the skill sets to work on electricity meters. Also the gas MOA is working with the inherent permission of</p>	
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		the electricity MOA, and has to hold the same level of qualification, which makes the likelihood of rendering the site non-compliant highly unlikely; therefore we do not anticipate any impacts on the qualified status of the electricity meter operator.	
148.	EDF Energy	<p>EDF Energy does not believe that this change proposal would have any impact on Meter Operator's BSC Qualified Status as the actions being taken would not impact on the data that Meter Operators provide into the settlements process, specifically as the de-energisation/re-energisation required will be within the same settlement day.</p> <p>The key impact on electricity Meter Operators will be in regards to the installation of any subsequent electricity smart meter. It will need to be clear to them what actions will need to be taken on site in regards to the gas communications hub, whether this equipment would need to be removed (and how this might be done), or whether the electricity meter might be paired to the existing comms hub (and how</p>	Noted

		this might be done).	
149.	ESP Electricity	None that we are aware of.	Noted
150.	SSE Energy Supply	We do not believe these changes would impact on the BSC qualified status of Electricity Meter Operators.	Noted
151.	SP Distribution Ltd & SP Manweb Plc	Only Operatives who have been through the "route to authorisation" process should be given permission to work on our network – e.g. suitable trained and authorised to work on electrical installations to the necessary industry level.	The WG noted that MOCOPA accreditation provides this assurance.
152.	Npower	Our concerns have been covered in our answers above. In addition, they include the increased risk open to us as the responsible party for the electricity meter and equipment at a premise in situations where we will not have been the last party to undertake some form/ level of meter works. We do not fully understand how this affects the obligations on us and as such would recommend that further consideration is given to this matter.  Liability needs to be established in the event of poor workmanship and any consequence	Noted

		to person or property as a result.	
153.	Western Power Distribution plc	We see no impact on the electricity MOA BSC qualified status and note none are identified in the consultation.	Noted
154.	Association of Meter Operators (AMO)	Cannot think of any that directly impact on BSC obligations. Impacts on Meter Operators are described throughout this response.	Noted
155.	ScottishPower Energy Retail Ltd	<p>First and foremost, it is assumed that the technical requirements (technical specification, testing and warranties etc.) of any Gas First Communications Hub will conform to those associated with electrical equipment intended to be installed on the electrical distribution network.</p> <p>Whilst responding as an energy retailer, we would nonetheless suggest that the incumbent MO may be concerned at the implied duration of 'whilst on site only' responsibility that the User has for the electricity installation and it being 'handed' back to the incumbent MO's responsibility</p>	Noted

		once the Communications Hub has been installed.	
156.	UK Power Networks	No comment	Noted
		<b>13. Are there any concerns for electricity suppliers that need to be considered and addressed?</b>	
157.	British Gas	We do not believe there are any concerns for electricity suppliers that have not already been addressed. The proposed indemnity under either model will hold the electricity supplier harmless against any claims as a result of work carried out by the gas supplier's agent. The sealing requirements contained within the MOCOPA will provide a full audit trail as to who has carried out work on the installation.	Noted
158.	ELEXON	The Electricity Suppliers are ultimately responsible for the compliance of the electricity meters, therefore they must ensure the equipment remains compliant.	Noted

159.	EDF Energy	<p>As previously indicated EDF Energy believes that health and safety is of paramount importance and believes that this should be the key concern of all electricity suppliers.</p> <p>EDF Energy additionally believes that Electricity Suppliers will be concerned about the potential impact that any on-site works would have on the equipment they are responsible for, it must be ensured that nothing might occur that would either damage the electricity equipment or affect its operation.</p>	Noted
160.	ESP Electricity	None that we are aware of.	Noted
161.	SSE Energy Supply	No	Noted
162.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
163.	Npower	Customer service issues should there be problems resulting from the de-energisation of the electricity supply. Who will the gas	The WG concluded that if the gas operative couldn't access the meter/cut-out, the installation

		<p>meter installer contact if there is access difficulty to the electricity meter/cut-out?</p> <p>Liability needs to be established in the event of poor workmanship and any consequence to person or property as a result.</p>	<p>would be aborted. This should be reported to the Distributor.</p> <p>The WG noted benefits to the electricity supplier being told what works are due in advance, in some circumstances, but it would not be straight forward to issue such notification.</p>
164.	Western Power Distribution plc	No Comment	Noted
165.	Association of Meter Operators (AMO)	<p>Previous DCUSA changes (DCP019 &amp; DCP037 – meter moves) identified the opportunity to allow distribution businesses to move meters in certain circumstances. This was accepted by industry, but rejected by Ofgem as the Suppliers could not assure themselves that they could obtain blanket agreement from all MOP &amp; MAPs that another party was able to work on their asset. This proposal will face the same challenge.</p>	Noted
166.	ScottishPower Energy Retail Ltd	With either model, there are concerns around the possibility that unreasonable interruption of the supply of electricity may occur without there being due and	Noted but group felt that the de-energisation was unlikely to be

		<p>reasonable recompense to the customer and/or the Electricity Supplier.</p> <p>Further concerns, specifically relating to the agency model, arise from the likelihood that such an approach would place unwarranted obligations and liabilities on electricity suppliers.</p>	prolonged.
167.	UK Power Networks	No comment	Noted
		<b>14. Are there any concerns for gas suppliers that need to be considered and addressed?</b>	
168.	British Gas	<p>There are no obligations being placed on gas suppliers who do not wish to fit gas only communications hubs. The obligations being placed on gas suppliers who wish to install a gas only communications hub will ensure these devices are being fitted using good industry practice and installed using MOCOPA agreed procedures.</p>	Noted

169.	EDF Energy	As previously indicated EDF Energy believes that health and safety is of paramount importance and believes that this should be the key concern of all gas suppliers.	Noted
170.	ESP Electricity	None that we are aware of.	Noted
171.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
172.	Npower	We are unsure if we will adopt a 'gas first' process.	Noted
173.	Western Power Distribution plc	No Comment	Noted
174.	Association of Meter Operators (AMO)	<p>On change of supplier – how does the incoming gas supplier know that equipment has been installed on the relevant electricity metering equipment? If not already a signatory to DCUSA as a gas supplier, then they will need to become one.</p> <p>If the equipment becomes defective or requires removal, then who pays for the work – current gas supplier or electricity supplier?</p>	<p>Legal discussion concluded this was wider than just a gas first issue. There are discussions under the SMIP about how suppliers will know what equipment is on site and how it will be communicated with.</p> <p>It was agreed to capture in the DCP 127 Change Report and</p>

		Para 2.6 of the consultation document is only correct if a gas supplier can refuse to supply a gas customer with this type of installation. This would require them to know of the type of installation prior to contracting with the customer, and may also be contrary to their gas licence.	guidance note that it's been considered
175.	ScottishPower Energy Retail Ltd	No	Noted
176.	UK Power Networks	No comment	Noted
		<b>15. Are there any concerns for distributors that need to be considered and addressed?</b>	
177.	British Gas	Distributors may have concerns relating to the unmetered nature of the gas first communications device being installed. However this issue is not a unique "gas first" issue. All communications hubs, even when built into the meter, be it gas only, electricity only or dual fuel will use energy that will contribute to system losses. The gas first communications hub only will only contribute additional losses where a second	Noted as wider smart issue.

		<p>electricity hub is installed in parallel with the gas communications hub. As the gas first communications hub will be SMETS 2 compliant any electricity supplier will be able to use the gas first hub thereby eliminating the need for a standalone electricity hub.</p> <p>We estimate that if 5% of the gas only hubs are running in parallel with an electricity hub this would contribute an additional 2.63 GWh of losses across all DNOs. This would need to be taken in context with a current total losses figure of around 18,777 GWh (Ofgem 2009/10).</p>	
178.	Electricity Network Company	In addition we would also like the working group to clarify the requirements on the distributor to inform parties where the distributor has discovered a fault or non compliance with the gas smart meter or comms unit.	Noted
179.	EDF Energy	As previously indicated EDF Energy believes that health and safety is of paramount importance and believes that this should be the key concern of all distributors.	Noted

		<p>Additionally EDF Energy believes that Distributors will need to be aware that the electricity used to power the comms hub will be an unmetered supply, and would need to consider how this electricity usage is accounted for in the settlements process. We understand that the maximum average loading for a communication hub should not exceed 2 Watts.</p>	
180.	ESP Electricity	<p>None that we are aware of over and above the use of suitably qualified gas MOPs working on electricity equipment.</p>	Noted
181.	SP Distribution Ltd & SP Manweb Plc	<p>Any electricity consumed by the unit will be a loss on the network and as such the DNO will need to account for this. Arrangements are required which will recompense distributors for the penalty they will suffer under the losses mechanism for these installations. This may be on the basis of the average consumption per unit multiplied by the number of units per DNO at the rate of the losses mechanism.</p> <p>We are also concerned over the practicalities</p>	<p>Losses are a wider smart issue.</p> <p>The WG considered that suppliers are unlikely to be making major changes to the site set up so will be limited instances where there will be problems installing the hub in terms of affecting the rest of the metering equipment.</p>

		of the proposed solution as the nature of many meter installations is unlikely to lend itself to the solution. In such circumstances the impact on DNOs of any necessary changes and the mechanism via which costs can be levied needs to be considered.	
182.	Northern Powergrid	Yes. We have concerns about the separate operational and technical issues	Noted
183.	Western Power Distribution plc	<p>As per response to question 6 the issue of increased network losses must be addressed.</p> <p>We are also concerned that a fuse blowing in the gas comms hub could put the customer off supply. Consideration needs to be given to the rating of the fuse to ensure there is no possibility of increased "loss of supply" over and above what occurs at a connection where no gas comms hub is fitted.</p>	<p>Losses are a wider smart issue.</p> <p>The WG confirmed the particular device in question had no fuse that could cause such a problem (other future device designs might be different).</p>
184.	Association of Meter Operators (AMO)	<p>Skill &amp; competence of the operative – this should be covered in the parallel MOCOPA change.</p> <p>Equipment specification – the equipment is fitted after the cut-out, it forms part of the</p>	Noted

		<p>electricity metering equipment therefore its capability and suitability is not formally a concern of the distribution business.</p> <p>Unmetered energy used by the comms hubs. This can be covered in DUoS losses, as already largely happens with over 100,000 existing HH meters. Or included in a monthly inventory submitted by the Gas MAM or MAP (?), and charged under the existing unmetered supplies arrangements.</p> <p>Electricity distributors are the majority MAP for dumb electricity meters. So may be concerned about responsibilities described in this response in respect of MAP issues.</p>	
<p>185.</p>	<p>Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc</p>	<p>There is no detail regarding how the electricity consumed by gas communications hubs associated with Gas First metering is to be managed or paid for. Electricity distribution companies or their customers should not have to bear any element of costs resulting from Gas First installations - the costs should be entirely borne by the gas supply industry.</p> <p>If Gas First installations are to be treated as</p>	<p>Losses are a wider smart issue.</p> <p>Requirements for removal incorporated into documentation.</p>

		<p>unmetered connections, the suppliers would have to provide and constantly maintain inventories of installed equipment to enable network operators to charge accordingly.</p> <p>At some point, it would be expected that the Gas First communications hub would become redundant, in a range of scenarios. There must be clear arrangements and obligations set out which ensure that any such redundant equipment is removed on a timely basis, given the potential for space conflicts at metering positions, ongoing safety issues, etc.</p>	
186.	UK Power Networks	<p>Clause 30 of DCUSA (and its new equivalents being proposed) contains requirements to report any danger, damage or interference a supplier or his agents have reason to believe has occurred but not a requirement to look for those, which should be added.</p> <p>A visual inspection of all equipment from and including cut-out to and including electricity meter whilst on site, especially since it is being worked on and so should be carried</p>	The MOCOPA does currently cover requirements on operatives to look for danger, damage or interference when on site (Schedule 5, sections 4.3.4 and 4.3.5).

		out anyway, should be clearly mandated.	
		<b>16. Are there any concerns for gas Meter Asset Managers that need to be considered and addressed?</b>	
187.	British Gas	We do not believe there are any additional concerns for gas Meter Asset Managers that have not already been addressed by the change proposal.	Noted
188.	EDF Energy	As previously indicated gas Meter Asset Managers will need to consider the mechanism for identifying and reporting faults and suspected theft to the Distributor and/or the Electricity Supplier, and the maintenance of an audit trail in relation to this information.	Noted – see reporting question responses
189.	ESP Electricity	None that we are aware of.	Noted
190.	SP Distribution Ltd & SP Manweb Plc	No comment	Noted
191.	Western Power Distribution plc	No Comments	Noted

192.	Association of Meter Operators (AMO)	<p>On change of MAM the incoming MAM needs to be aware of metering systems where they have on-going responsibility for a WAN comms hub fitted to the electricity meter. They will have an on-going obligation for the equipment until it is physically removed.</p> <p>Will there be any constraints on the ability for fitting the WAN hub? Single phase cut-outs, not where advanced meter fitted, not multi-customer intake locations, lengthening/replacing meter tails, checking terminal tightness, etc?</p>	<p>Noted as a wider smart issue.</p> <p>Scenarios for fitting gas first limited in legal drafting.</p>
193.	UK Power Networks	No comment	Noted
		<b>17. Are there any concerns for customers that need to be considered and addressed?</b>	
194.	British Gas	To ensure customers inconvenience is minimised the temporary de-energisation should be kept to the absolute minimum required to install the gas communications hub.	The WG believed installation of the smart gas meter and comms hub should take no longer than a standard meter installation

195.	ELEXON	No we cannot identify additional concerns besides those on a usual smart meter installation.	Noted
196.	Electricity Network Company	We believe that it will need to be expressed by the gas meter operator that the customer will need to be informed that in addition to their gas supply being temporarily disconnected, that the electricity supply will also be temporarily disconnected. We are obligated to inform the customer if a known temporary disconnection of supply occurs and we believe this should be clarified or embedded somewhere for the gas meter operator also.	Noted and incorporated into guidance note.
197.	EDF Energy	EDF Energy believes that customers' main concerns will be in regards to the de-energisation of their electricity meter, prior communication that this will be required and the impact of this on the customer must be made clear in advance of the site visit, as is required under the Smart Metering Installation Code of Practice. If the customer	Noted and incorporated into guidance note or else matter for suppliers' communications.

		<p>is not happy that their supply will be de-energised to facilitate this installation then it must be aborted.</p> <p>We also believe that customers are likely to have concerns about the relationship of the comms hub to the electricity meter as it is related to the gas installation, it will therefore need to be made clear why the de-energisation/re-energisation is required for this installation. Customer may also have concerns about the electricity consumed by the gas communication hub will be paid for, so this will also need to be made clear to the customer prior to the site visit.</p>	
198.	ESP Electricity	None that we are aware of.	Noted
199.	SSE Energy Supply	No	Noted
200.	SP Distribution Ltd & SP Manweb Plc	Inconvenience to the customer of having to potentially move the electricity meter to accommodate this device. We do not expect to be in a position to provide a sameday service to move a meter position to accommodate a gas first installation and we	Noted

		do not wish to be seen to be responsible for the inconvenience to the customer for the installation of a device which is outwith our control.	
201.	Npower	<p>Possible pressure to switch electricity supplier if gas first installation.</p> <p>Expectation of customers may be that they believe they will be getting a full smart system when only getting 'gas first'. Electrical equipment not fully operative after de-energisation.</p> <p>We believe that there is a need to co-ordinate 'best-practice' for these gas first installations and ensure that knowledge and experience is 'socialised' to ensure improvements are made where identified and required and that the customer experience is optimised.</p> <p>Possible bogus caller issues (calling to check gas supply for safety, after meter installation)?</p>	The WG considered that customer service issues would be covered by the Smart Metering Installation Code of Practice (SMICoP) and existing limitations on on-site selling and this was outside the scope of this Gas First DCP.
202.	Western Power	Yes as identified in Q 15 are we considering	The WG noted comms faults would

	Distribution plc	the customer (whole current) regarding comms faults on the cut-out to meter link, comms-fault/investigations will result with interruption of the customers supply; is the customer to be made aware of this possibility ?, a separate accessible comms supply arrangement should be considered to improve the current proposals especially where a number of supplies are from the same cut-out.	be outside the scope of this Gas First DCP. If there were a number of suppliers on same cut out, the installation should be aborted.
203.	Association of Meter Operators (AMO)	Space – additional space at meter position required to fit the comms hub  From customer engagement perspective, will need to understand that the gas meter operative will need access to the electricity meter position.	Noted
204.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	None that we are aware of.	Noted
205.	ScottishPower Energy Retail Ltd	Although the technical solution that is behind	The WG considered it would be

		these proposals is depicted as having limited impact at the electricity meter position, we believe that a significant level of disruption may be experienced at a sizeable number of sites, with electricity meters being relocated to accommodate gas first communications hubs. Whilst such disruption may not be unreasonable, we believe the customer should be fully informed of any such likelihood well in advance of the site visit.	very unlikely for meters to need to be relocated.
206.	UK Power Networks	No comment	Noted
		<p><b>18. Who should have responsibility for the gas communications hub until an enduring position is reached by the Smart Metering Implementation Programme, and implemented?</b></p> <p><b>Please provide supporting comments.</b></p>	Working group hypothesis is that gas MAM retains responsibility.
207.	British Gas	It is our view that the gas supplier who installs the gas communications hub should have responsibility until an enduring position	Noted

		is reached by the Smart Metering Implementation Programme. We see responsibility following the same arrangements as for gas meter responsibilities i.e. responsibility transfers from old gas supplier to new gas supplier when customer changes supplier.	
208.	Electricity Network Company	We have no comments on this	Noted
209.	EDF Energy	EDF Energy believes that the Gas Supplier should be responsible for gas communication hub.	Noted
210.	ESP Electricity	The suppliers should take responsibility until an enduring solution is reached.	Noted
211.	SSE Energy Supply	Responsibility for the gas communications hub should lie with the Gas Supplier.  Appropriate arrangements may be required to allow responsibility for both gas and electricity communications hubs to be transferred on Change of Supplier.	Noted

212.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
213.	Npower	Gas Suppliers, as it is their equipment and has been installed for the purposes of monitoring gas consumption by the customer. It is therefore inappropriate for any other party to be responsible for this equipment until the enduring solution has been reached.	Noted
214.	Western Power Distribution plc	No comments	Noted
215.	Association of Meter Operators (AMO)	Two choices, Gas MAM or Electricity MO. Gas MAM, has fitted it, knows how it works, etc. Has responsibility for telling everyone, has contract with installing gas supplier to install the device. See comment on change of Gas MAM – and passing on these obligations. Need to deal with situation where incoming Gas MAM does not wish to take on responsibility for this comms equipment. Gas supplier may wish to operate the meter in dumb mode, despite having this equipment fitted.  Electricity MO, once fitted the responsibility	Noted

		could pass on to the electricity MO. The hardware forms part of the electricity metering equipment. The commercial payment and obligations need to be clear. Would need to deal with situation where electricity MO does not wish to commit to this commercial arrangement.	
216.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	Responsibility for gas communications hubs must lie with the party who initiated the installation – the gas supplier. Suppliers would have to collectively determine how ongoing responsibility for such equipment is managed when events such as Supplier changes occur. As stated above, it will not be acceptable practice for redundant equipment to be left in place.	Noted
217.	ScottishPower Energy Retail Ltd	The obvious answer is the User (i.e. the Gas Supplier), but we are concerned as to what happens on a Change of Gas Supplier. For the Communications Hub to function properly, the Gas First installation will need to communicate with a Head End. However, prior to products and equipment being fully	Noted

		compliant with SMETS2 specification, there is distinct prospect that the Gas First Hub may not be fully interoperable (i.e. with other technologies and solutions). This issue compounds that which is already associated with Foundation stage installations and therefore would have to follow similar workaround arrangements.	
218.	UK Power Networks	This should be the electricity MOP – see concerns re ESQCR at Q25.	Noted
219.	Macquarie Bank	Macquarie agrees with the proposer that the gas communications hub should remain under the control of the gas meter operator until the enduring solution for communications hub ownership has been agreed by industry. This provides the most flexibility for transition into DCC operation depending on the outcome of the industry decisions over whether suppliers or the Communications Service Provider will have responsibility for communications hubs.	Noted

		<p><b>19. Is there a need to fit the gas first comms device and tails in advance of electricity meters being installed and Energised?</b></p> <p><b>Please provide supporting comments.</b></p>	This scenario was not permitted in the legal drafting.
220.	British Gas	We do not see this as necessary or desirable. The hub cannot be commissioned without an electricity supply and the supply cannot be energized without an electricity meter in situ.	Noted
221.	EDF Energy	EDF Energy does not believe that there is a need to fit the gas first comms device and tails in advance of electricity meters being installed and Energised. The possibility of a gas only domestic installation in a new build situation is considered highly unlikely.	Noted
222.	ESP Electricity	Not to our knowledge.	Noted
223.	SSE Energy Supply	No, such a move could potentially place the Electricity Supplier in breach of its obligations under the Electricity Act, its Licence and the Master Registration Agreement.	Noted

224.	SP Distribution Ltd & SP Manweb Plc	We believe that gas first devices should only be installed in exceptional circumstances and a holistic solution should be preferred.	Noted
225.	Npower	This question suggests it is for new supplies?. New supplies are not in scope.	Noted
226.	Western Power Distribution plc	No, this cannot be supported as it leaves a live supply at a premise which is not metered or recorded as energised for electricity. It is potentially dangerous and could lead to an unregistered electricity supply being taken.	Noted
227.	Association of Meter Operators (AMO)	The proposed approach will not resolve all installations, this may be another scenario where the approach is not appropriate. From 2014 the requirement to fit a smart electricity meter on all new installs will be effective, so there may be some situations over the next year+ where a gas WAN hub cannot be fitted at the installation of the gas meter. These problem scenarios will decline over the coming years. The 'gas first' issue is a transitional issue, and will decline after 2014, as increasing number of smart electricity meters exist within the national	Noted

		population, the likelihood of gas first rapidly declines.	
228.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	This is a Supplier issue however given the technical solution being proposed it is difficult to see how the installation of a Gas First communications hub could be facilitated within the installation.	Noted
229.	ScottishPower Energy Retail Ltd	The question is slightly ambiguous. Clearly stated in clause 2.8 is that new build / new installations will not be subject to 'gas first' installations. So a 'dumb' electricity meter must already be installed and energised. Given that the electricity meter needs to be de-energised prior to gas first communications hub installation, it is assumed that the tails will be prepared and inserted, secured (Hub and Meter) and sealed appropriately in advance of the supply being re-energised.	Noted
230.	UK Power Networks	No comment	Noted

		<p><b>20. Should there be any minimum requirements for the spec of the device and requirements to leave any certification with the customer?</b></p> <p><b>Please describe the minimum standards you consider necessary.</b></p>	No standards have been incorporated into the legal drafting.
231.	British Gas	As with metering, no certification needs be held by the customer. The work itself is effectively 'warranted' by the MOCOPA seal. The adaptor is a passive connector device, but should meet relevant parts of the related electricity metering specifications (eg BS EN 54070) as regards current handling capability, voltage rating, insulation and IP rating.	Noted
232.	EDF Energy	With regard to the communication aspects the communication hub will need to be fully compliant with the R&TTE directive. It is assumed that these aspects will be covered by current standards relating to communication devices. With regard to mains powering, whilst there	The WG considered it was not practical to provide short circuit protection in the particular device developed to date. The device protects against full mains force. Other future devices may differ in design.

		<p>will be standards that apply to mains powered communication hubs it should be recognised that currently there is no standard covering a direct connection of a communication hub to the unmetered side of the electricity meter. Any standard that currently exists will undoubtedly require that a mains powered communication hub is controlled by a switch and is adequately protected against short circuit (i.e. fuse or circuit breaker). Clearly the provision of a switch will not be practicable for the type of communication hub described as this will involve cost and possibly will lead to accidental or possibly deliberate disconnection by the customer.</p> <p>What is required is a communication hub that can withstand full mains force in the event of a short circuit at its main terminals. In such a circumstance the terminations of the hub must be able to sustain the fault current until such time as the BS88 service fuse ruptures. Essentially this requires that the terminations should be suitable for the</p>	
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		<p>connection of standard meter tail sizes of either 16mm<sup>2</sup> or 25mm<sup>2</sup> cables.                  Additionally the internal circuitry of the communication hub needs to have its own form of protection which will operate in the event of an internal short circuit. It's important to note that in the event of an internal short circuit such protection must operate before the mains fuse ruptures, hence affording continuity of supply to the customer.                  In essence the Industry will be trailblazing and in view of the above considerations it is recommended that some thought be given to the development of a suitable standard in parallel with the necessary development work.</p>	
233.	ESP Electricity	<p>A customer may need a copy of the installation and commissioning records/certs to be in compliance with BS7671. We do not have any comments on the actual spec of the device.</p>	<p>The WG believed the BS referenced applied to wiring so wasn't relevant to the gas first comms hub.</p>

234.	SSE Energy Supply	<p>Beyond meeting the necessary minimum safety standards, prior to any agreed technical specification (SMETS) Supplier's will be responsible for specifying the communications hub.</p> <p>There is no requirement for leaving certification with the customer for any other part of the installation and it should not be extended to this device.</p>	Noted
235.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
236.	Npower	<p>Rated at the standard minimum cable voltage rating.</p> <p>Minimum 25mm tails.</p> <p>Device sealed to minimise risk to tamper.</p> <p>Enable security collars to be fitted to outgoing side of meter</p> <p>Device must not introduce more risk to potential tamper than currently</p> <p>Device must be compatible with all meter types – particularly 5 terminal</p>	The WG noted that the particular device developed to date has been designed to comply with tamper protection requirements.

237.	Western Power Distribution plc	The only minimum standard is one that ensures there is no increased loss of supply at premises with a gas comms hub installed that would stay on supply if no gas comms was present.	Noted
238.	Association of Meter Operators (AMO)	<p>Not sure the customer will care about certification. There may be a small number of customers who may have particular interest in radio/electrical exposure, in which case the installing gas supplier/MAM should be able to provide information via a website.</p> <p>There is no defined mechanism to agree technical specification (electrical, mechanical, safety design) for the WAN module, where will this be agreed?</p>	Noted
239.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	<p>The device must be fit for purpose and appropriately tested.</p> <p>We cannot see why any certification would be left with the customer, as this does not happen for any other electrical equipment belonging to the network operator or MOP.</p>	Noted

240.	ScottishPower Energy Retail Ltd	Would not have considered so, particularly as the Hub would more than likely have no local User Interface i.e. would be a 'black box' as far as the consumer is concerned.	Noted
241.	UK Power Networks	No comment	Noted
		<b>21. Are there any concerns about the nature (size, compatibility with other meters etc) of the gas comms hub, recognising the pictures in the consultation are illustrations of one type, and there may be others?</b>	The legal drafting does not make any specifications about the device.
242.	British Gas	Gas hubs are retrofit devices and need to be designed with this in mind. If their size precludes their fitting, their installation would of necessity have to be abandoned.	Noted
243.	ELEXON	We do not have concerns about the nature of the gas comms hub.	Noted
244.	EDF Energy	There are some concerns about the prongs at the top of the depicted communication	Noted

		<p>hub which appear to be uninsulated. It is assumed that when mated to the base of an electricity meter no conductive material will show but EDF Energy would like to have an assurance that when properly installed a thin blade of metal cannot be slid between the meter and hub to make a connection. Has any thought been given to providing some form of mechanical barrier? If not thought should be given to insulating these prongs? Further to this it needs to be recognised that not all meters have flat bottoms as per the Landis &amp; Gyr meter illustrated, some have small entry spouts which might render a barrier ineffective.</p> <p>It is assumed the device shown is designed to align with the standard single phase meter terminal dimensions depicted in BS7856 hence it needs to be clearly understood that such a design would not be suitable in the case of a polyphase meter installation or any single phase meter with a non standard base.</p>	
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		<p>Can the prongs at the top of the hub be removed to allow for the connection of standard meter tails in situations where it is not possible to mount directly beneath the meter? Not all installations will allow for the connection of a communication hub directly beneath the electricity meter as shown.</p> <p>Can the exit apertures at the top of the hub be closed off? The reason for asking is that it might in some circumstances be necessary to separately wire the meter and communication hub i.e. one pair of mains tails to each device either direct from the head (if there is sufficient terminal availability) or from a set of additional connector blocks as necessary.</p> <p>It is assumed that the communication hub will always be independently fixed to the meter board.</p> <p>Finally it has to be recognised that lack of</p>	
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		<p>space, installation design and other factors might preclude the gas MAM from installing a standalone communication hub.</p> <p>EDF Energy believes that the technical design of the communications hub will evolve over time; and that in time these devices should be designed to be compatible to interoperability standards defined with the Smart Metering Equipment Technical Specification (SMETS2).</p>	
245.	ESP Electricity	<p>Providing the minimum space requirements of the distributors are met, we have no additional concerns.</p>	Noted
246.	SSE Energy Supply	<p>Gas Supplier's will need to provide a communications hub that safely interacts with the electricity installation at the Exit Point or abort their installation.</p> <p>Any communications hub design should not prevent the Electricity Supplier from installing their communications equipment when installing an electricity Smart Meter.</p>	Noted

247.	SP Distribution Ltd & SP Manweb Plc	We are concerned that the positioning/arrangements of supply tails in many instances will not lend themselves to this arrangement due to a lack of space, the connection with the cut out or a variety of other circumstances which may make this installation extremely challenging. As highlighted in Q15 this may unnecessarily lead to a number of meters requiring to be moved.	Noted
248.	Npower	See response to question 20  Also, there have to be some concerns at present as we do not yet fully understand the types of communication hubs that will be installed, their compatibility with electricity meters or the impact their size or connection configuration will have on installations of gas and electricity smart meters, given that there can be constraints on the space available for certain sites.	Noted
249.	Western Power Distribution plc	We are concerned that devices demonstrated so far have not been tested for compatibility with all dumb electricity meters commonly in use in the market and	Noted

		<p>therefore this may compromise the integrity of the supply. Comms hubs should only be installed in conjunction with meter types where compatibility testing has already taken place. Where the proto-type does not fit are other variants available (perhaps with improved fusing/fault repair/replacement design?).</p>	
<p>250.</p>	<p>Association of Meter Operators (AMO)</p>	<p>Space and meter tail location. Going through my exciting collection of electricity meter installation photographs, there are going to be some which are not going to be suitable for fitting this device, without further work by the meter operative to move the meter, and/or replace tails, and/or fit connector blocks. How much work is anticipated to be completed, or fitting of WAN module not done.</p> <p>The base design should be IPR free, so other manufacturers can design hubs which can slot onto the same base.</p> <p>The gas meters being fitting should be compatible with any agreed HAN as soon as possible, so that the gas meter can operate with a newly installed electricity smart meter, including its WAN comms hub. Enabling the removal of the 'gas first' hub.</p>	<p>Noted</p>

251.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We have been working on the development of smart cut out fuses for potential deployment at locations on our networks. If the Gas First communications hub is installed too close to the cut out, this would prevent the installation of a smart cut out fuse within the cut out. There should therefore be binding arrangements to prevent Gas First installations which impinge on effective deployment of electricity smart technologies.	The WG noted the comment and expressed interest but considered it would be best raised under a different DCUSA CP.
252.	ScottishPower Energy Retail Ltd	Without doubt there could be issues with the form and size of such devices, not only in respect of their being able to fit in confined spaces, but also for the suitability of the tails to insert in all existing types of 'dumb' electricity meter (e.g. 5 terminal meters and meters with auxiliary switches etc.).	Noted
253.	UK Power Networks	No comment	Noted
		<b>22. What permission might the gas Meter Asset Manager need to move</b>	Permissions for such work are not explicitly covered under the

		<b>an electricity meter on the meter board if required?</b>	DCUSA drafting.
254.	British Gas	It should only be necessary to move an existing meter on the meter board in limited circumstances. However, provided the work is done in accordance with MOCOPA and in compliance with relevant BSC Codes of Practice then no specific permission should be necessary	Noted
255.	ELEXON	They will need to seek permission from the Electricity Supplier who should inform the MOA.	Noted
256.	Electricity Network Company	None, as long as this is restricted to movement on the meter board we would not require notification.	Noted
257.	EDF Energy	This is an area that clearly needs some rules of demarcation.  It also needs to be recognised that if a gas MAM were to move a meter then they will need to be a fully accredited electricity meter fitter.  As mentioned above design of some installations will render them unsuitable for the installation of a standalone	Noted

		communication hub. For example meters mounted above slotted trunking would require considerable alterations to the installation. Work of this nature really falls into the remit of a fully qualified electrician.	
258.	ESP Electricity	Providing the cut-out is not moved or relocated, we do not expect to give permission for the moving of the electricity meter – this should be agreed between the electricity and gas suppliers.	Noted
259.	SSE Energy Supply	Under the tripartite model authorisation could be granted in section 2D to the Gas Supplier and their agents to move the electricity meter where necessary.  Under the agency model a separate agreement between the Electricity and Gas Supplier would be required to facilitate such activity.	Noted
260.	SP Distribution Ltd & SP Manweb Plc	Moving the meter will also require the tails from the cut out to be replaced which is likely to create more issues which require DNO intervention.	The WG considered the comment but couldn't identify any issue that required DNO intervention, other than detection of existing issues that would already require DNO

			action.
261.	Npower	<p>To carry out these works the operator should require MOCOPA accreditation, supplier permission and possibly MOP permission. However gaining specific MOP or Supplier permission for each site would be administratively burdensome for all parties, including the Gas MAM, the electricity supplier and possibly the appointed MOP.</p> <p>As liability for works behind seals could be established from the seal identifiers and assuming that it is only repositioning of the meter (i.e. that the meter, it's functionality and the energisation status remain unchanged at the end of the works), it would make sense for suppliers permission and MOP permission to be a generic permission granted under DCUSA and MAMCOP.</p> <p>For the avoidance of doubt, where a meter change was needed, possibly to a different type to allow space then this would require referral to the electricity supplier on a case</p>	Noted

		by case basis	
262.	Western Power Distribution plc	Provided any such meter move is carried out by a suitably authorised person in accordance with MOCOPA requirements and has no adverse impact on the meter or the supply then we see no need for any permission to be sought by the gas MAM.	Noted
263.	Association of Meter Operators (AMO)	See other answers, particularly the previous work on DCP19 & 37 – meter moves	Noted
264.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	This is more a matter for electricity meter operators and suppliers to comment upon. Please note however that in no circumstances should any network operator equipment be moved.	Noted
265.	ScottishPower Energy Retail Ltd	We would anticipate these being the same permissions as are granted to the MO under MOCOPA by the Distributor within the limits of existing cut-out arrangements etc.	Noted
266.	UK Power Networks	Permission from the meter owner, the electricity supplier and the electricity MOP	Noted

		<b>23. What permission might the electricity Meter Operator need in order to work on an electricity installation where a gas communications hub has been fitted?</b>	Permissions for such work are not explicitly covered under the DCUSA drafting.
267.	British Gas	No specific permission should be necessary. However, any work should be done in accordance with MOCOPA and in compliance with relevant BSC Codes of Practice. It is standard practice for communications hubs to be able to withstand power outages. As a result the electricity Meter Operator can continue to carry out work on the electricity installation without the need to notify or seek permission from the gas supplier or gas suppliers agent.	Noted
268.	EDF Energy	EDF Energy does not believe that the electricity Meter Operator should need to seek permission to work on an electricity installation where a gas communications hub has been fitted as they are the party responsible for the installation and the	Noted

		<p>presence of the hub shall not impede their ability to carry out their regulated duties. Wherever practicable the actions of the electricity Meter Operator should not affect the functionality of the communications hub, however if it becomes necessary to remove this equipment in order to rectify any issues with the electricity supply then the electricity Meter Operator should notify the Gas Supplier that this has been the case, assuming the equipment is the responsibility of the Gas Supplier.</p> <p>A process by which the electricity Meter Operator is able to accurately identify the Gas Supplier (or relevant party) for these purposes will need to be defined to support this requirement. This process should be effective and wherever possible via an electronic route; we recommend that consideration be given to the role the DCC might be able to play in this process.</p>	
269.	ESP Electricity	The electricity MOP would need to be a signatory to the MOCOPA and employ suitably qualified staff.	Noted

270.	SSE Energy Supply	No additional permissions are required to allow the Electricity Meter Operator to work on the electricity installation. However, permissions to move the communications hub may need to be included to allow works to progress smoothly.	Noted
271.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
272.	Npower	Issue of potential breaking the seal of the gas comms hub. Seeking permission on an individual basis would introduce complexity which would not be practical. If permission were needed something similar to an MPU agreement could be utilised where all MOPS and MAMs sign an industry agreement to indemnify against any potential issues.	Noted
273.	Western Power Distribution plc	No permission should be needed. Gas equipment will be connected directly in to the electricity meter and if permission has to be sought whenever this scenario arises it will add unnecessary complications to the existing process.	Noted

274.	Association of Meter Operators (AMO)	<p>Not sure. Currently not addressed.</p> <p>The unanswered question is should the electricity MO when fitting the electricity smart meter remove the 'gas first hub' and enable the intended SMS communications to operate. Alternatively if the gas first comms hub remains, then when will it be removed? On change of gas MAM will the incoming gas MAM know of its existence? Would the 'old gas MAM' revisit the premises to remove the redundant comms hub?</p>	Noted
275.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	This is more a matter for electricity meter operators and suppliers to comment upon.	Noted
276.	ScottishPower Energy Retail Ltd	As the Communications Hub is not integral to the supply of gas to the premise, we would consider that such permissions need only be minimal - perhaps in the form of a courtesy only notification, if anything.	Noted

277.	UK Power Networks	No comment	Noted
		<p><b>24. Do you have any concerns regarding the licence conditions for all impacted parties?</b></p> <p><b>Please provide supporting comments.</b></p>	
278.	British Gas	We do not have any concerns regarding licence conditions.	Noted
279.	ELEXON	We cannot identify any further concerns at this stage.	Noted
280.	Electricity Network Company	No	Noted
281.	EDF Energy	EDF Energy does not have any concerns regarding the licence conditions for impacted parties.	Noted
282.	ESP Electricity	We do not have any concerns for the distribution licence conditions.	Noted
283.	SSE Energy Supply	No	Noted

284.	SP Distribution Ltd & SP Manweb Plc	We think that the question should refer to comments regarding compliance with licence conditions. We have no specific comments at present on compliance with distribution licence conditions.	Noted
285.	Western Power Distribution plc	No	Noted
286.	Association of Meter Operators (AMO)	<p>Meter Operators are not subject to licence conditions, except those obligations 'passed through' from the supplier. Not sure what this question is seeking to address.</p> <p>If there is a need to gain access to the premises to replace or remove the comms hub due to technical failure, or potential failure, how is this achieved? Do the gas/electricity acts give rights of entry to resolve communications issues, it is believed they do not. As the equipment forms an integral part of the electricity metering installation then the electricity supplier may be obliged to seek a warrant on safety grounds.</p>	The WG considered access issues are not uniquely gas first, and other work is going on in the industry to look at the wider issue.

287.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	We have not identified any at this point but would reserve our position.	Noted
288.	ScottishPower Energy Retail Ltd	Given our expressed concerns about indemnities, we would regard associated licence obligations in a similar light.	Noted
289.	UK Power Networks	No comment	Noted
		<p><b>25. Are there any issues or concerns under existing legislation that need to be considered and addressed?</b></p> <p><b>Please provide supporting comments.</b></p>	
290.	British Gas	We have not identified any issues or concerns under existing legislation that needs to be considered or addressed.	Noted
291.	Electricity Network Company	No	Noted
292.	EDF Energy	EDF Energy believes that consideration	Noted

		should be given to how the communications hub will be accounted for as metering equipment in the Gas and Electricity acts, and the associated rights and responsibilities. We understand that this area is already being addressed via the DECC SMRG Working Group 4 (Consequential Changes).	
293.	ESP Electricity	None that we are aware of.	Noted
294.	SSE Energy Supply	No	Noted
295.	SP Distribution Ltd & SP Manweb Plc	No Comment	Noted
296.	Western Power Distribution plc	Have the various acts relating to electricity supply been checked to ensure that a supply being taken for this reason is legal?	The WG noted consumption of comms devices is a wider industry question and noted there are criteria for definition of unmetered supplies.
297.	Association of Meter Operators (AMO)	The responsibilities for the safety of the work will remain with the company doing the work. But in addition, ESQCR <sup>1</sup> places legal obligations on the Meter Operator (and others), the relevant sections include:	The WG noted a general question around responsibility for equipment and raised its concerns regarding the ESQCR with the

<sup>1</sup> [www.legislation.gov.uk/all?title=Electricity%20Safety%2C%20Quality%20and%20Continuity%20Regulations](http://www.legislation.gov.uk/all?title=Electricity%20Safety%2C%20Quality%20and%20Continuity%20Regulations)

	<p><i>"...General adequacy of electrical equipment</i></p> <p><i>3.—(1) Generators, distributors and meter operators shall ensure that their equipment is—</i></p> <p><i>(a) sufficient for the purposes for and the circumstances in which it is used; and</i></p> <p><i>(b) so constructed, installed, protected (both electrically and mechanically), used and maintained as to prevent danger, interference with or interruption of supply, so far as is reasonably practicable.</i></p> <p><i>...</i></p> <p><i>Equipment on a consumer's premises</i></p> <p><i>24.—(1) A distributor or meter operator shall ensure that each item of his equipment which is on a consumer's premises but which is not under the control of the consumer (whether forming part of the consumer's installation or not) is—</i></p> <p><i>(a) suitable for its purpose;</i></p> <p><i>(b) installed and, so far as is reasonably practicable, maintained so as to prevent danger; and</i></p> <p><i>(c) protected by a suitable fusible cut-out or</i></p>	<p>wider smart programme.</p>
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		<p><i>circuit breaker which is situated as close as is reasonably practicable to the supply terminals. ..."</i></p> <p>So any equipment being fitted must satisfy these legal obligations. The metering equipment, and this new comms hub, is protected by a 100amp fuse. Any equipment must be capable of withstanding a fault until it is cleared by the 100amp cut-out fuse, without causing damage or danger to the consumer or their property. Effectively, the equipment casing must be capable of safely absorbing the energy released, prior to the fuse clearing the fault.</p> <p>The designed operating environment for the equipment will be common with existing metering equipment, such as outside meter boxes (with or without a door!). Damp cellars, etc.</p> <p>Proposals for 'close coupled' cut-out and meter are only possible in some metering installations, many meter installations do not have the meter closely located with the cut-out, commonly they may be adjacent, or even a distance away.</p> <p>Some installations may have multi-phase</p>	
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		<p>cut-outs and/or metering. The equipment will need to be capable of operating in these arrangements, or not fitted in these situations.</p> <p>Introduction of connector blocks prior to the meter are an opportunity for further connections and associated faults, as well as opportunity for electricity theft.</p> <p>Other legislation may also apply, such as the Health and Safety at Work Act, and the Sale and Supply of Goods Act.</p> <p>The obligation under ESQCR fall on the electricity meter operator as the equipment is part of the electricity metering equipment. In the scenario being considered, the meter operator is unlikely to be the same organisation as the company installing the 'comms hub'. The appointed electricity (and gas) meter operator at the premises can be expected to change over time.</p> <p>The legal obligations under ESQCR cannot be transferred to another organisation, but a mechanism may be possible to 'back them off' to the 'comms hub installing MAM'. However, the legal liabilities and on-going</p>	
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		<p>obligations will need careful consideration. How can they be backed off? Can this be achieved in an industry agreement, or does it require multiple agreements with Meter Operators? What if the 'installing company' ceases trading? Is a financial bond required? Who becomes responsible for defective equipment installed in premises? What access rights are there to gain access to remove defective communications equipment? The Electricity and Gas Licences probably do not give a right of access for communications equipment – which Licensee would need to take action in the event of defective equipment? Who maintains records of where equipment is still installed? Records will need to be what was installed, when was it installed, and when was it removed. Will all parties agree? Who determines if the installed equipment meets the criteria defined in the ESQCR? What if different organisations have different views of compliance of the same equipment?</p>	
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298.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	There may be an issue with respect to the Electricity Safety, Quality and Continuity Regulations 2002, as these relate to equipment belonging to distributors and meter operators installed on customer premises. It would be prudent to consider (and take advice on) whether these Regulations extend to gas meter operators acting on electrical equipment.	The WG noted a general question around responsibility for equipment and raised its concerns regarding the ESQCR with the wider smart programme.
299.	ScottishPower Energy Retail Ltd	No comment at this time.	Noted
300.	UK Power Networks	<p>The ESQCRs require at reg24 that distributors and MOPs keep their equipment on customers' premises in safe order etc. We believe the interpretation of the regulations means this can only be a reference to the registered electricity MOP.</p> <p>This proposal introduces a conductor and equipment in series with the distributor's equipment and the electricity MOP's equipment which may be owned or operated by neither and hence would appear not to be covered by the ESQCR obligations.</p> <p>The ESQCR could be modified to place similar obligations on any party that keeps its electrical equipment on customers'</p>	The WG noted a general question around responsibility for equipment and raised its concerns regarding the ESQCR with the wider smart programme.

		<p>premises. However this could create a precedent for other types of third party to believe they should be entitled operate and connect to distributor equipment and to install different equipment resulting in a consequential loss of control of responsibility.</p> <p>In addition, this additional equipment creates increasing risk in identifying responsibility in the event of anything going wrong.</p>	
		<p><b>26. Are you aware of any wider industry developments that may impact upon or be impacted by this CP other than the MOCOPA® and the SPAA?</b></p> <p><b>If so, please give details, and comment on whether the benefit of the change may outweigh the potential impact and whether the duration of the change is likely to be limited.</b></p>	

301.	British Gas	We are not aware of any wider industry developments that may impact upon or be impacted by this CP other than the MOCOPA and the SPAA	Noted
302.	ELEXON	No we are not aware of any further development impacted by this CP.	Noted
303.	Electricity Network Company	No	Noted
304.	EDF Energy	As noted above EDF Energy notes that DTC CP 3336 is due to be implemented in December 2012, the intention of this CP is to improve the process whereby Distributors are informed of issues that they need to resolve by removing manual notifications and tracking resolution via dataflows. As gas Meter Asset Managers will not be able to use these flow interfaces they will need to use manual communication methods, which then undermines the benefits of the new process and means Distributors will need to maintain two sets of processes for dealing with notifications.	The WG considered that such notifications need to be passed to the SFIC.

305.	ESP Electricity	None that we are aware of.	Noted
306.	SSE Energy Supply	No	Noted
307.	SP Distribution Ltd & SP Manweb Plc	None	Noted
308.	Npower	No	Noted
309.	Western Power Distribution plc	No	Noted
310.	Association of Meter Operators (AMO)	None at this moment  The MOCOPA considerations have not so far considered any changes to the auditing requirements under MOCOPA. But it would be appropriate to bring this physical work within scope of the MOCOPA audit.	Noted
311.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	No	Noted

312.	ScottishPower Energy Retail Ltd	No	Noted
313.	UK Power Networks	No comment	Noted
		<b>27. Are you supportive of the proposed implementation date of October 2012?</b>	
314.	British Gas	<p>We fully support the proposed implementation date of October 2012.</p> <p>We do not believe that consumers should be subject to unnecessary delays in receiving the benefits that smart meters can offer including savings in energy use, more accurate bills and reduced energy costs as a result of supplier and network savings.</p>	Noted
315.	ELEXON	Yes	Noted
316.	Electricity Network Company	Yes	Noted
317.	ESP Electricity	Although it appears a tight deadline, we are supportive of the October 2012 implementation.	Noted

318.	EDF Energy	EDF Energy has no concerns regarding an implementation date of October 2012.	Noted
319.	Macquarie Bank	In line with Macquarie's rationale for supporting the proposal, we are supportive of an implementation date of October 2012 to ensure no competitive distortions occur as more energy suppliers begin rolling out smart meters during 2012 and into 2013.	Noted
320.	SSE Energy Supply	The proposed implementation date appears ambitious but could be achievable if the tripartite model is chosen. If the agency model were chosen further agency agreements may need to be in place between Electricity Suppliers and Gas Suppliers before installations could take place.	The WG noted the intent of the Agency solution to DCPL 127 was that the DCUSA would cover off the Agency arrangement so agreements outside the DCUSA wouldn't be necessary.
321.	SP Distribution Ltd & SP Manweb Plc	We are supportive.	Noted
322.	Npower	We do not yet fully understand the full implications of this proposal and the impact that it may have on our roll-out of smart electricity meters.	Noted

323.	Western Power Distribution plc	Only concern is that the electricity fault reporting process is not being implemented until December 2012 and we will not be ready for early use of it by gas MAMs.	Noted
324.	Association of Meter Operators (AMO)	It is a challenging timescale to achieve consideration of all the issues raised by this proposal.	Noted
325.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	No – this seems excessively ambitious given the issues which remain to be concluded, including resolving the requirement or otherwise for the equipment to even be mains-powered.	Noted
326.	ScottishPower Energy Retail Ltd	<p>As SMIP is targeting an October notification for SMETS2 requirements to go out to the EU for approval, we would question the merit in going 'early' with a 'stop gap' solution here. Instead, we would think it better to work up a 'Gas First' proposition with fully SMETS2 compliant devices that could then be targeted at mass rollout (i.e. after foundation).</p> <p>As a minor point SPAA has the big bang implementation targeted for November</p>	The WG noted that the November release was the earliest date available for the SPAA change.

		2012, whereas elsewhere the start date for this is planned as October 2012.	
327.	UK Power Networks	No comment	Noted
		<b>28. Do you have any other comments on DCP127?</b>	
328.	British Gas	We do not have any further comments	Noted
329.	EDF Energy	<p>While EDF Energy understands the intent of DCP127 and recognises the drivers for this change, we do not believe sufficient consideration has been given to the impact that the gas first installation will have on any subsequent installation of an electricity smart meter. There are a number of areas that we strongly believe need to be considered and resolved before this change proposal can be progressed, otherwise these are likely to cause the industry significant problems further down the line.</p> <ul style="list-style-type: none"> <li>• Will the electricity Meter Operator be able to connect the electricity meter to the existing communications hub – we assume this would require the communications hub to be SMETS2 compliant and operated by the DCC.</li> </ul>	Noted and described in guidance note.

		<ul style="list-style-type: none"> <li>• If the existing communications hub is not SMETS2 compliant should the electricity Meter Operator leave the existing device on site and set up a second SMHAN, to which a SMETS2 compliant gas meter can be added at a later date?</li> <li>• If the electricity Meter Operator is going to connect the electricity meter to the existing communications hub, what if any permissions do they need to be able to do this – will this require security permissions to be granted to be able to pair the devices?</li> <li>• Under what circumstances would the electricity meter operator installing a smart meter remove the existing gas communications hub, who would this need to be returned to (and at whose cost) and how would this parties be identified?</li> <li>• If the electricity Meter Operator goes to site with an electricity meter which has an integrated communications hub (as there is no robust mechanism for knowing if there is a gas communications hub on site) and there is an existing communication hub</li> </ul>	
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		<p>which is SMETS2 compliant, what would be done with the integrated comms hub that will not be used, and who will pay for this device?</p> <p>These are just some of the considerations that need to be walked through in more detail before we believe this CP can be progressed, we believe the key principle underpinning this consideration is that the electricity Supplier must not incur any additional costs in regards to the installation of their electricity smart meter as a result of the gas Supplier installing a communications hub for a gas only smart metering installation.</p>	
330.	SSE Energy Supply	No	Noted
331.	SP Distribution Ltd & SP Manweb Plc	Ensure that staff are trained to the appropriate level. Consequences on DNOs also need to be accounted for as currently do not have provision for funding to deal with issues which arise due to this process.	Noted MOCOPA® provisions will apply.
332.	Northern Powergrid	We accept the commercial proposals, but these changes must be subject to	Noted

		<p>appropriate technical and safety arrangements. Specifically, Northern Powergrid reserves the right to require any person operating the cut-out fuse to pass a trade test.</p>	
<p>333.</p>	<p>Npower</p>	<p>Awareness needed for field staff prior to implementation. Will a 'briefing pack' produced?</p> <p>Who would own the gas comms hub – when in situ and when/if removed?</p> <p>Would the gas comms hub be removed when smart electricity meter fitted? Not clear at present.</p> <p>If so, how would the gas installer informed and how would they collect the asset?</p> <p>Concern that costs would be transferred to MOPs for unreturned gas comms hub.</p> <p>Gas Comms hub must not interfere with operation of electricity comms hub if left in situ.</p>	<p>Noted and covered in guidance note.</p>

		<p>Training pack needed if gas comms hub be left in situ for 'pairing' devices.</p> <p>Training pack needed for 'pairing' gas meter to new electricity meter if existing gas comms hub removed.</p> <p>Concern where this device will not fit or work?</p> <p>Who will replace the hub if faulty?</p>	
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334.	Wales & West Utilities	<ul style="list-style-type: none"> <li>• Would the DNO expect the gas comms hub to be removed in the following scenarios? <ul style="list-style-type: none"> <li>○ If a gas first smart meter is exchanged for a dumb meter (under PEMS or by another MAM in foundation stage)?</li> <li>○ If yes, what qualifications would be required (bearing in mind that GDNs have got no electrical qualifications currently) and would there be a time limit to remove it? Here, we are thinking that the gas meter could be changed to get the user back on gas, but a suitably qualified electrician could remove the hub at a later date.</li> <li>○ If the customer changed to a dual fuel supplier and both gas and electricity meters were changed to smart?</li> </ul> </li> <li>• If left in situ, but not required, could it</li> </ul>	<p>The WG noted that if a smart gas meter was exchanged for a dumb meter this would be for a temporary period before a new smart meter was installed.</p>
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		<p>be used for theft of electricity purposes and who would be responsible for leaving it in?</p> <ul style="list-style-type: none"> <li>• If it is removed, we assume new tails would be required between the cut-out and the meter?</li> </ul>	
335.	Western Power Distribution plc	No.	Noted
336.	Association of Meter Operators (AMO)	No comment.	Noted
337.	Southern Electric Power Distribution plc and Scottish Hydro Electric Power Distribution plc	<p>The installation of a Gas First communications hub may create difficulties associated with the future installation of an electricity smart meter (space, interoperability etc.).</p> <p>We believe that it is possible that there may be enduring situations where two communications hubs remain in service (one for gas and one for electricity). This situation will increase the combined communications hubs power consumption at any property affected and potentially lead to consumption which is in excess of the smart metering system technical specification. This will potentially impact upon electricity network</p>	Noted as a wider smart issue.

		<p>operator “technical losses” when such a situation occurs.</p> <p>For the enduring solution consideration should be given to limiting the number of communications hubs at a single property to one, when HAN connectivity between components, i.e. gas meter, electricity meter and communications hub, can successfully be achieved.</p> <p>Many of the concerns of network operators would be readily resolved if all Gas First installations were to be non mains-powered. The apparent requirement for mains-powered devices underpinning this Change Proposal needs to be robustly proven before this Proposal develops further.</p>	
338.	ScottishPower Energy Retail Ltd	No other comments.	Noted
339.	UK Power Networks	No comment	Noted
340.	IMServ	<p><b>Training:</b></p> <ul style="list-style-type: none"> <li>• Will all gas meter fitters be MOCOPA certified and if so does this restrict</li> </ul>	<p>The WG considered the comments and made the following response:</p> <ul style="list-style-type: none"> <li>- Gas fitters would be MOCOPA</li> </ul>

		<p>them in any way to the type of work that they are able to perform, i.e. is this training specific to comms hub installation or might they in the future also conduct other work on electricity meters?</p> <ul style="list-style-type: none"> <li>• What is the process for certification and ensuring that the assessors who both provide the training and sign them off are themselves adequately trained?</li> <li>• Will both the above processes be monitored ongoing for adequacy and effectiveness, e.g. as per current MOCOPA annual audits?</li> <li>• Will the gas fitters have their own unique seals and sealing pliers in order to provide an audit trail of who last broke and refitted the seals?</li> </ul> <p><b>Commercial Arrangements:</b></p> <ul style="list-style-type: none"> <li>• The current proposals do not provide any protection to Meter Operators in terms of liabilities. MOPs often contract direct with end-users</li> </ul>	<p>certified;</p> <ul style="list-style-type: none"> <li>- The MOCOPA certification would follow the standard process;</li> <li>- The MOCOPA audit arrangements will be considered under the related MOCOPOA change proposal;</li> <li>- Gas fitters would use their existing seals; there won't be new sealing pliers for gas first installations;</li> <li>- The WG agreed to consider limiting the type of gas smart meter included in the gas first arrangements to single phase;</li> <li>- The WG couldn't see what would cause an increase in faults / comms issues;</li> <li>- The WG noted the DCUSA provided a dispute process, though it wouldn't cover electricity meter operators;</li> </ul>
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		<p>regarding the metering work and may not have Framework Arrangements with all Suppliers specifying particular Ts &amp; Cs. In such instances work is performed in accordance with industry governance under the MOPS qualified status. As such, the MOP commercial agreement with the customer contains liability arrangements however these may not be backed off or replicated in Supplier commercial agreements. The proposal seeks to define liability arrangements in the arrangements between Gas Fitter and Supplier/Distribution Business therefore this would not necessarily be replicated in subsidiary arrangements with MOPS which, leaves MOP exposed and as such we could not support either of the options as described.</p> <ul style="list-style-type: none"> <li>• There is the potential for an increase in faults and comms issues as a result of this work (if only due to the volume) which could detrimentally impact the cost modelling process already applied</li> </ul>	<ul style="list-style-type: none"> <li>- The WG agreed no further consultation was currently considered necessary.</li> </ul>
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		<p>by MOPs to determine commercial terms with customers. The proposal does not provide for a process to be used in the instance that liabilities are disputed. We recommend that a formal Dispute Process should be included in the governance arrangements.</p> <p><b>Reporting and Permissions:</b></p> <ul style="list-style-type: none"> <li>• The draft legal text proposes the introduction of monthly reporting to the “Company” however there is no mention of whether and how this same information would be cascaded to the relevant MOPS in order that they can reference this in any future faults or comms issues.</li> <li>• In the reporting scenario which is described it is not clear as to how the gas fitter’s company would be able to determine who the report should be issued to. Are they to have access to ECOES or some other central source?</li> </ul>	
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		<ul style="list-style-type: none"> <li>• Whilst it is preferred that the gas fitter should request permission <u>from the MOP</u> in advance of the work, we anticipate that this will neither be practical or viable and that the same issues (incorrect English) would occur if permission was to be sought from the Supplier. That being the case it becomes more imperative to mandate and ensure regular and complete reporting to all relevant stakeholders, including MOPs.</li> <li>• Similarly there is no suggestion or acknowledgement within the documentation of any potential impact to MAPs. This should be considered as in many instances, the MAP is the legal owner of the electricity asset which is being worked upon and as such they may have specific requirements or concerns.</li> <li>• Although we do not believe that a MOP needs to seek permission to work on an asset to which a gas comms hub is</li> </ul>	
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		<p>attached, even if this were to be recommended we do not believe this is a viable solution as the MOP has no access to any systems which would provide the details of the relevant gas fitter or comms hub owner.</p> <p><b>Installation Issues:</b></p> <ul style="list-style-type: none"> <li>• The proposal does not cater for an existing scenario in which the existing electricity meter is neither dumb nor smart. i.e. it is an AMR meter which will not be changed for a smart meter due to the exception clauses in SEC. This may require a change to the DCUSA wording and in addition to this there is the potential for a technical problem as we have no experience or evidence to be assured that the new comms will not cause any issue with the existing comms, i.e. two sets of comms in a very close proximity. That being the case we advocate the need for testing of this scenario.</li> </ul>	
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		<ul style="list-style-type: none"> <li>• Some metering locations will present added complexity for a gas fitter as is already the case for an electricity technician, i.e. flats and blocks with multiple metering boards. It is not uncommon for meters to be crossed between the board and the actual customer as a result of the differences in naming conventions used by involved parties during the lifecycle of the meter installation. What reference data will be available to the gas fitter to mitigate the risk of exacerbating this known issue.</li> <li>• What assurance can be provided regarding the quality and safety of the hardware used by the gas fitter?</li> <li>• Will the installation of the gas first comms hub be limited to single phase whole current electricity meters?</li> </ul> <p><b>SUMMARY</b> Our preference is that this proposal should not be allowed however we anticipate that in</p>	
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		<p>the interests of moving the Smart programme along that this will most likely be accepted. That being the case it becomes imperative to ensure that there is adequate and robust assurance, reporting and escalation/dispute processes included in any agreed process.</p> <p>This response details our areas of concern however does not provide the detail as we believe further consultation is required on each of these areas in order to ensure representative and thorough consideration of each of the issues.</p>	
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