

DCUSA DCP 127 Meter Asset Provider Consultation Responses – Collated Comments

NOTE: This document should be read in conjunction with the minutes of the DCP 127 Working Group (WG) held on 8 March 2013, and the responses to the earlier DCP 127 consultations and Requests for Information. These documents are available on the DCUSA website (www.dcusa.co.uk).

The DCP 127 Working Group contacted all registered Meter Asset Providers (where contact details could be located). MAPs were asked to consider and advise whether or not there would be any impacts or concerns that they could identify, if the arrangements envisaged under DCP 127 were to be implemented in the DCUSA.

Meter Asset Provider	Comment	Working Group Responses
Calvin Capital - For: Meter Fit North West Limited (UUNL) Meter Fit North East Limited (UUNL) Meter Fit 2 Limited (MFXC) Meter Fit 3 Limited (MFMP) Meter Fit Assets Limited (MFAL).	<p>I am writing to you to in response to your letter dated 7th February 2013 requesting us, as a registered owner of installed electricity assets to consider any impact and concerns we may have from the proposed change.</p> <p>In general, we do not have any concerns around the proposal and are fully supportive of the request; we do however wish to highlight a few points that may need to be considered in developing DCP 127.</p> <p>1. As a MAP we cannot and do not specify who is allowed to work on our meters. We would rely on the relevant supplier via his Licence Conditions to appoint a suitably qualified and accredited agent to work on their behalf and</p>	<p>1. WG members noted the comment</p>

	<p>therefore have the appropriate commercial agreements in place with such agents.</p> <p>2. The indemnity in the proposal flows from Gas Supplier to Electricity Supplier but not vice versa. If the Electricity Suppliers Agent has in some way damaged or prevented the supply of data from the hub (by not re-connecting) there is no provision for this in the proposal.</p> <p>3. The indemnity limit of £1m seems low and we would recommend that the level of £1m in the DCUSA in general is low. The current accepted commercial levels of indemnity between Suppliers and Agents should be reflected in the levels agreed in this change proposal.</p> <p>4. There is no provision in DCP 127 for the return of the Hub in the event of removal by either the Electricity Supplier or Gas Suppliers agent. We understand that the assumption is that the Gas Suppliers agent will, in the majority, be the agent removing the Hub but there are consequential changes required to the MAMCoP and MOCOPA to ensure that whoever removes the asset make it available for collection or returned to the asset owner.</p> <p>I hope this clarifies the position of the Meter Fit Companies.</p>	<p>2. WG members noted the comment</p> <p>3. WG members noted the comment</p> <p>4. WG agreed to pass the point to the MOCOPA Administrator to consider within the MOCOPA CP, as not a DCUSA matter</p>
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<p>Electricity North West</p>	<p>Electricity North West produced conditions of contract for Legacy Metering Equipment (meter asset provision) at the time of metering competition. No supplier signed the contract so we are relying on DCUSA under clause 18.3.5 which states:</p> <p>“the User being party to an agreement with the Company or a third party for provision of the services of meter asset provision in relation to that Exit Point. In the event that the User is not a party to such an agreement, the Company shall be entitled to provide such services and to pass on to and recover from the User the costs of so doing.”</p> <p>The question therefore is under the proposed Clause 52H.11 can the supplier give such a consent if only the above is in place? We suspect not and as such clause 52H.11 cannot be made.</p> <p>That said, irrespective of any consent being given whether able to do so or not, it is expected that any damage to our equipment will be passed onto the electricity supplier from the Meter Asset Provider and as such it seems sensible for the electricity supplier to back off any such claim to the gas supplier under clause 52H.12.1.</p> <p>On a separate and related note (now that the intent is wider than the original intent), I still have concerns over the lack of legal text associated with the electricity supplier installing comms/ smart meter equipment when gas first is already there. This could equally be raised by owners of the</p>	<p>The WG accepted there are no express permissions, but noted that there are no express preventions either; DCP 127 has tried to remedy any harm.</p> <p>It was noted the gas operative would not know who the electricity supplier was.</p> <p>Additionally, members observed that the DCP 127 legal text does not provide express permissions for electricity meter operators to work on equipment either.</p> <p>The WG agreed to consult the legal advisor on amending the wording to “the user may give permissions...”</p> <p>The WG considered this point would be captured in the smart metering arrangements; members recognised that the intention is ultimately that</p>
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	<p>comms equipment.</p> <p>Clause 52H.13 states:</p> <p>“The Gas Supplier shall ensure that the Electricity Supplier is entitled to interfere with the Smart Metering Comms Hub to the extent it is necessary to do so in exercising the Electricity Supplier’s rights or complying with its obligations under this Clause 52H or Clause 52I. The Electricity Supplier shall not otherwise interfere with the Smart Metering Comms Hub (subject to any contrary agreement between the Gas Supplier and the Electricity Supplier).”</p> <p>Under this clause (when referring to Clause 52H or 52I) the only rights that the electricity supplier has is de-energisation/re-energisation or removal of redundant gas comms hub, unless a bi-lateral is in place. He does not have a right to move the comms hub or connect to it if it is compatible to do so. We suspect that this will result in counter consent and indemnities between the gas suppliers and the electricity suppliers. The alternative is for another change proposal to allow electricity smart meters and comms hubs, if applicable, to be installed where there is gas first equipment is on site because we have argued that the bi-lateral approach is not costs effective.</p>	<p>there would be only one comms hub.</p> <p>The WG agreed to pass this comment to the legal advisor to confirm if the respondent has interpreted the legal text correctly.</p>
<p>Macquarie Energy Leasing Limited</p>	<p>FULL RESPONSE PROVIDED - MARKED AS CONFIDENTIAL</p>	

	Will be sent to Ofgem after Party voting	
Northern Powergrid	Thank you for sending us the RFI on DCP 127 (dated 08 February 2012), we have noted the proposed indemnity and liability drafting for the change proposal. Potentially, a claim could still be brought from the third party to a MAP should the suppliers liability not meet the requirements of any claim. As a non-party to the DCUSA, Northern Powergrid as a MAP (and other MAPS) may seek to address any perceived risks or liabilities via MAP contractual arrangements with suppliers.	WG noted the comment.
UK Power Networks	As an owner of non-smart meters in the London, Eastern and South Eastern regions, UK Power Networks has not identified any additional impacts or concerns arising from the proposed documentation so long as gas meter installers working on the electricity supply are properly trained and are working under and in compliance with MOCOPA.	WG noted the comment.
Utility Funding Ltd	<p>FULL RESPONSE PROVIDED - MARKED AS CONFIDENTIAL</p> <p>Summary of response:</p> <p>UFL did not have any substantive comments regarding DCP 127. It noted its issues will relate not to the installation of gas smart meters but the follow-on issues of interaction with any smart electricity meters it owns and rents.</p> <p>The smart electricity meter it initially intends to</p>	WG noted the comment.

	<p>rent has its own communications hub. It believes it likely that in all instances of it installing a smart electricity meter second (after the gas first smart meter), there will be two meters and two hubs: one rented by the gas supplier (rented by its MAP) and one rented by the electricity supplier.</p> <p>It noted that when the enrolment criterion is known for the DCC more informed decisions regarding the potential for sharing a communications hub with the gas supplier can be made, for a lasting solution.</p>	
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