

DCP 127 – Gas First Consultation Two - Collated Consultation Comments

NOTE: This document should be read in conjunction with the minutes of the DCP 127 Working Group on 19 October 2012, and the responses to the other DCP 127 consultations and the Requests for Information. These documents are available on the DCUSA Website (www.dcusa.co.uk).

This Consultation was issued to:

- DCP 127 Working Group
- DCUSA Contract Managers
- DCUSA Panel
- Industry Bodies (Ofgem / Consumer Focus / BSCCo / DECC)
- SPAA Executive Committee
- SPAA Party Change Administrators and SPAA Change Process interested parties
- MAMCoP Working Group (Working Group supporting the transition of the MAMCoP arrangements into the SPAA [link](#))

Ref.	Question One	<p>1. Do you consider the comments submitted during the first consultation and the Request for Information (Attachments E & F) have been adequately considered by the Working Group?</p> <p>If not, please provide details of the comments.</p>	Working Group Responses
1.	British Gas	We believe the comments submitted during the first consultation and the Request for Information	Noted.

		have been adequately addressed by the Working Group.	
2.	ELEXON	There were comprehensive responses to the consultation and the RFI process and we believe the Working Group has adequately considered the information.	Noted.
3.	ENWL	<p>First consultation We did not comment on the initial consultation, so we will defer to those who submitting comments in this area.</p> <p>Guidance note We do not believe that the recommended practices (Guidance note) document sits with (accompanies) DCUSA. We don't hold a similar document associated with the installation of a meter so why a Gas First comms hub? Whilst we appreciate that this is a Gas First change proposal we see this as a precedent for furthering the scope of DCUSA e.g. what about an Electricity First comms hub document? Is this going to be the next document we hold or is this document likely to morph into a general installation document sometime in the future? There are significant issues raised by the working group in this area that have not been addressed other than it "accompanies" DCUSA and will have an e-mail address ("help desk") to answer queries. What are the costs associated with managing a "help desk" associated with this document so that an understanding of the costs of this change is fully understood by parties?</p>	<p>Noted.</p> <p>For electricity first one wouldn't need permission, but would need permissions for gas first. The group did not envisage it could morph into anything further. The guidance note was put together to answer questions raised in the consultations/RFI.</p> <p>The group agreed to publish the guidance note in the Change Report pack, but not recommend it as formal DCUSA guidance.</p> <p>The group did not foresee any significant requirement on the DCUSA helpdesk in answering questions on the DCP 127 process.</p>
4.	EON Energy	The responses seem generally adequate. There is one point however the consultations states they	The group agreed to seek statements from manufacturers and the EUA on the feasibility

		have expert advice to the effect that a battery powered alternate would not be suitable. As far as I can ascertain this expert advice was solely given by the party raising this change to the DCUSA and not an impartial view.	of battery power for comms hub devices.
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<p>5.</p>	<p>Northern PowerGrid</p>	<p>The following points do not appear to have been fully addressed from the first consultation responses:</p> <p>Point 75: this point is better addressed if the drafting is changed from Gas Meter Asset Manager to MOCOPA Operator as all the obligations placed on the MOCOPA Operator via MOCOPA will then be applicable.</p> <p>Point 81: The comment against this point ("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 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. Parties could take legal action for any damage caused without every scenario being covered off in the DCUSA.) does not appear to have been clearly addressed within the solution put forward by the working group.</p> <p>Point 82: This comment has been rejected upon advice given by the proposer rather than by full and proper research and analysis by the working group. Further work should be undertaken by the</p>	<p>75: The group agreed to use "Gas MAM": if the term was changed to MOCOPA Operator, then the same term should also be used for the electricity Meter Operator. But under the DCUSA, the electricity Meter Operator has other obligations, e.g. Qualification under the Balancing and Settlement Code (BSC), which gas operative wouldn't have. So using the same term could get confusing.</p> <p>81: The group believed DCP 127 did address the rejection reasons for the previous changes. It had addressed the warranty/liability issues and covered permissions.</p> <p>The group agreed it needed to articulate in the Change Report how it had tried to mitigate the risk of DCP 127 being rejected for the same reasons as the previous two DCPs.</p> <p>82: The group agreed to seek statements from manufacturers and the EUA on the feasibility of battery power for comms hub devices.</p>
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		<p>working group to check or correct this position.</p> <p>Point 85: the comment concludes that reporting is only required for faults damage and interference. However, the current drafting may create the risk that a gas supplier may not be tied into the same obligations placed upon electricity suppliers when they identify faults, damage or interference, including for example if DCP153 is approved.</p> <p>Question 11, points 138 to 145 – the working group has put forward proposals for the reporting of faults or theft. We believe that a Gas Supplier should comply with the same reporting requirements placed on Electricity Suppliers via DCP153 ‘service levels’ if approved and DCP054 ‘Revenue Protection’ if approved. This appears to have been suggested by several respondents during the first consultation.</p> <p>Point 165: this change proposal may allow the MOCOPA Operator engaged by the gas supplier to move the electricity meter. Previous proposals which allowed a party other than the MOCOPA Operator appointed by the Supplier to move the meter (DCP019 and DCP037) were rejected by Ofgem. We do not believe this issue has yet been addressed by the working group so we could expect Ofgem to reject this change proposal too using the same arguments it used on previous</p>	<p>85: The group noted that work on DCP 153 has only just started and it and parties can only assess DCP 127 against the current baseline. If the on-site fault is a category A issue, parties should report it. Regarding communicating category A issues, the BSC states it should be by phone. The current MOCOPA change (equivalent to DCP 127) states reporting should only be by phone. The group agreed to ask the DCP 153 chair to note there may be consequential changes if DCP 127 is approved first.</p> <p>Q11: Group agreed to make the chair of DCP 054 aware as above.</p> <p>165: The group considered any movement on the meter board would be minor, and would be as per accepted industry practice.</p> <p>As previously noted, the Working Group considered it had tried to mitigate rejection reasons from previous CPs, and this would be set out in the DCP 127 Change Report.</p>
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		<p>occasions if this is not addressed.</p> <p>Point 183: points out a potential problem if a fuse blows within the connection device which could potentially take a customer off supply. The comment states that "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> <p>What assurance do we have that future devices will not introduce this issue in the future?</p> <p>Has the working group fully explored how the (currently) un-fused connection devices are protected in case of a fault given that the Distribution fuse in the cut out is designed to protect the Distribution network rather than the Metering Equipment or the consumer's equipment? While this technical matter may not be relevant to this DCUSA change it should still be considered in the appropriate forum.</p> <p>Point 185: although the permission for removal of the connection device is covered we do not believe that the potential safety implications of the removal of the connection device have been covered. What happens if the tails between the cut out and the meter have been damaged by the device? Who would be responsible for repairing this damage? Would the metering connections need to be remade? Would there be unused connections that were previously supplying the communications hub that might readily facilitate tampering?</p>	<p>183: The guidance note specifies installation must have no impact on security of supply. It was noted there is no British Standard (BS) for comms hubs. The issue would affect smart installations wider than gas first. The group accepted it is a known risk but did not consider it could cause problems for all parties involved in the supply to the customer, and did not consider it could be mitigated as part of this CP. If a sub-standard piece of equipment caused issues for the supply, it would be investigated as per any other equipment issue.</p> <p>The group was not clear what benefit a second fuse would have.</p> <p>The Working Group considered the reference in section 2 of the guidance note on protections was as specific as it could be.</p> <p>185: The group considered this would be covered by meter operators' responsibilities; it was likely new tails would be fitted when the device was installed.</p> <p>The group agreed to reference in the legal text that equipment set must be left in a fit state as per requirements such as MOCOPA.</p>
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		<p>Point 232: it is unclear whether the concerns raised over the connection device have been addressed within the current change proposal. Usually only certified devices have been connected to the Distribution Equipment but this change proposal is allowing a new uncertified device to be connected. What assurances do Distributors have that this device is 'fit for purpose' and will not cause problems on the distribution network?</p> <p>Question 22: see comment against point 165 above.</p> <p>Question 23: how would the situation be handled where an Electricity Supplier MOCOPA Operator arrives on site to fit an electricity smart meter but can't do this without replacing the tails between the meter and the cut out on which the connection device for the gas first installation is located? Would the Electricity Suppliers MOCOPA Operator be able to remove and reinstall the connection device? Additionally would the Electricity MOCOPA Operator require permission to break the seals on the connection device?</p> <p>Point 300: this point ties in with our comment that a full review of all industry agreements needs to be carried out to ensure that there are no unintended consequences from the</p>	<p>232: The group was not clear exactly what the respondent was referring to, but noted there was no certification or national approval body for these devices. It considered the risk was covered by the ESQCR and BS, and references in the guidance note that equipment must be suitable. The Proposer advised he was looking to get approvals from a test house on use of advice.</p> <p>It was considered a wider smart issue that there is not a specification for these devices. The ESQCR has broad statements that installers would need to confirm they were meeting. The group agreed to raise this with the HSE.</p> <p>Q23: The group considered the MOCOPA operative should be able to replace tails. It was agreed to include in the points for the legal advisor that the electricity meter operator should still be able to replace tails after gas first comms hub installed.</p> <p>300: The group noted the point and considered it was covered by the review of industry governance and legislation the legal advisor would be requested to undertake.</p>
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		<p>introduction of a new category of DCUSA Party.</p> <p>Point 304: we believe that the Gas Supplier must comply with the same reporting requirements placed on Electricity Suppliers in DCP153.</p> <p>Question 28: the comments note that gas fitters will use their own seals when carrying out this work. What access do Distribution businesses have to gas seal information? A Distributor may need to trace a gas seal in order to report faulty workmanship or a cross polarity. Assuming that a gas fitter would actually be "wearing a MOP hat" when working on the cut out and electricity meter tails we believe that 'MOCOPA approved' seals should be used for all equipment connected to the electricity supply.</p> <p>RFI Responses:</p> <p>Many of the RFI responses are commented as covered by the guidance document. What legal status will the guidance document have moving forward? Will the guidance document be referenced within DCUSA and maintained by DCUSA?</p>	<p>304: The group noted the comment and considered it covered by the earlier referral of point 85 to the DCP 153 Chair.</p> <p>Q28: The group considered installers will be MOCOPA operatives and so will apply their own seals.</p> <p>RFI: As previously discussed, the Working Group agreed not to propose the guidance note is formally held or maintained under the DCUSA.</p>
6.	Npower	yes	Noted.
7.	Southern Electric Power Distribution Scottish Hydro Power Distribution	<p>We would like to see the working group give further consideration to the comments given in relation to the losses incurred by the gas communication hub being mains powered.</p> <p>SSEPD would like to understand who gives</p>	<p>The group noted the comment and referred to the communication from Ofgem regarding the work it had initiated on the losses issue.</p> <p>The group did not consider there was any</p>

		<p>authorisation for abstraction of electricity.</p> <p>Is the use of electricity to be marked as losses or unmetered supplies?</p> <p>We believe this need to be confirmed by industry prior to this change being implemented</p>	authorisation for illegal abstraction.
8.	SP Manweb Plc and SP Distribution Ltd's	Yes	Noted.
9.	SSE Energy Supply Ltd	<p>Communications Hub Electricity Consumption</p> <p>An acceptable solution on the arrangements for accounting for the electricity consumption of the communications hub is required. This proposal should be progressed once those arrangements have been confirmed.</p> <p>Failure Scenarios</p> <p>We are concerned that the legal text and the guidance note do not make set out the steps to be taken or the parties to be notified on an aborted visit or on a visit where the electricity meter cannot be safely re-energised. The agreement needs to specify the liabilities of failure to re-energise and the guidance note needs to include call out of the Electricity Meter Operator. The agreement also needs to be clear that the Gas Supplier will have no rights to replace or remove Electricity Metering equipment under Section 2C or 2D.</p>	<p>The group noted the comment and referred to the communication from Ofgem regarding the work it had initiated on the issue around allocating consumption by the comms hub.</p> <p>The group considered that if the electricity meter cannot be re-energise safely, the gas comms hub should not be installed; if clear from the start there would be such problems, the installation work should not start.</p> <p>The group agreed the legal text should specify the gas supplier is responsible for ensuring the customer's electricity supply is functioning after installation of the gas comms hub. If there was a failure of electricity supply, the operative should report it to the DNO and wait on site until an electricity operative arrives to address the issue.</p>

		<p>Notifications</p> <p>We welcome inclusion of clauses on Dangerous Situations, Damage or Interference and assume that communications between the Gas Supplier and the Electricity Supplier and Distributor will be subject to Clause 59 of the Agreement and will utilise the Data Transfer Network.</p> <p>We remain concerned that there are no provisions in Section 2C or 2D to require the Gas Supplier to inform the Electricity Supplier or Distributor that a “gas first” communications hub has been installed at the exit point. And, we are particularly concerned that there is no requirement for the Gas Supplier to notify the Electricity Supplier, if the Electricity Metering equipment has been repositioned pursuant to Clause 52H.9</p> <p>Electricity Safety, Quality and Continuity Regulations</p> <p>We are concerned that this Change Proposal will be unable to proceed without a clear position on whether the arrangements, as proposed, are possible under the Electricity Safety, Quality and Continuity Regulations (ESQCR). In particular, Regulation 24 places obligations on the Electricity Distributor and the Electricity Meter Operator with regard to equipment outside of the customer’s control. It is unclear how the Gas Meter Asset Manager would fit within these regulations. We understand this matter is outside of the control of the Working Group but would like it noted that an answer to this issue is critical to the development</p>	<p>It was noted the gas supplier could not send data flows over the Data Transfer Network.</p> <p>The group noted the first consultation asked about reporting requirements; no respondents asked for such.</p> <p>The group noted there was no requirement to notify of the meter being moved within reason, as set out in the legal text - see section 52H.9. It was agreed to look at this clause in the legal to see if it can be can tightened up.</p> <p>The group noted the comment, and referred to the action it had agreed to meet with the HSE.</p>
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		of this proposal.	
10.	UKPN	In response to point 29 of the consultation the WG mentions Centrica's technical advisors. In the Cost Benefit Analysis it states "Major meter manufacturers have advised that batteries cannot provide the energy density required to support SMETS type gas metering functionality". This may be a better consultation response.	The Working Group referred to its decision to seek a statement on battery feasibility from manufacturers.
11.	Western Power (MOP)	YES, although it may not be the response we would have hoped for.	Noted.
12.	EDF Energy	<p>EDF Energy believe that the comments that have been received have been due consideration by the working group.</p> <p>However it appears that our comments in response to the RFI around the guidance note were not received we believe a number of the comments we would have made have already been incorporated into the revised guidance however they are attached for consideration by the working group, we would like the group to consider the following:</p> <ul style="list-style-type: none"> • There is reference to 'moving the meter itself to accommodate the hub device'. Although the guidance note indicates that 'a minimum of movement is preferred' as detailed in our original consultation response we do not believe that it is acceptable for the electricity meter to be moved in any way (or indeed unfastened from the wall at all) as part of the gas first install. Any change in the meter position might have a subsequent impact on 	Re moving the meter, the Working Group agreed the guidance note needs to be consistent with legal draft.

		<p>the space available to the electricity meter operator to install the smart electricity meter, we know from experience that this does occur and will result in increased abort rates for smart electricity meter installations. We also have concerns about the potential impact of any movement of the Customer’s meter tails, as experience has shown that this might lead to loose connections within the customer’s switchgear. Accordingly we feel that the electricity meter must not be moved as part of a gas first installation without the knowledge and prior consent of the electricity Supplier. As a minimum the guidance note should state that ‘the operative shall ensure the remaining space is sufficient for a subsequent Smart electricity meter installation, with its own comms. If this can not be ensured, the gas first comms installation shall be aborted.’</p> <ul style="list-style-type: none"> • The technical specification should state that the communications hub must be Radio Interference compliant (both HAN and WAN), to what ever the relevant standards are. • Where the document states ‘be capable of withstanding a through fault until it is cleared by the cut-out fuse (100 Amp BS88/BS1361 maximum)’ we believe that the wording with the brackets should be ‘(BS88/BS1361 fuse up to a maximum rating of 100A)’ for clarity. It may also be worth noting that this guidance is suitable for supplies up to 100A only in the introduction to this document. • Where illegal abstraction of electricity is taking place the gas only installation should be 	<p>The Working Group considered space availability was not a concern for DCP 127 to resolve; it should be first come first served.</p> <p>The group noted the comment regarding the BS wording, but considered the wording in the guidance note was sufficient and aligned with SMETS.</p> <p>The group could not identify the benefit of rewording and did not consider the difference material.</p> <p>Legal drafting has used “Whole Current” so guidance note should also refer to that.</p> <p>Abortion of jobs in case of tampering is</p>
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		<p>aborted and reported, as this will have a high probability of interfering with evidence.</p> <ul style="list-style-type: none"> • “tamper resistant and sealable” could read “tamper resistant and sealable or sealed for life” • We believe this Gas first comms should only be installed where the gas and electricity feed the same premise and is the same customer (e.g. if a landlord is responsible for gas (for heating) and the tenant responsible for electricity), gas first comms should not be fitted. • At multi-occupancy installations, the gas first comms must be installed on the correct fuse for the associated property. Any spare fuseways are not to be used for comms only equipment. • We believe that section 3 needs to include the following checks before starting the installation: 	<p>covered in the legal text.</p> <p>Noted, but the group did not see a benefit of rewording to “tamper resistance and sealable or sealed for life”.</p> <p>The group noted the point and agreed it is the aim of the CP for DCP 127 to be applicable where the gas/electricity customers are the same. However, members noted there could be many causes of customers appearing to be different e.g. misspelling of name, accounts in different names in shared properties etc. The Working Group decided not to change the legal text or guidance note.</p> <p>The Working Group noted the scenario. Members considered it an unusual but potential issue. DNOs’ preference may be for spare fuseways not to be used. In multi-occupancy building, in future one fuseway could power all comms hubs. The group did not wish to prohibit the use of spare fuseways where they exist in the drafting of the legal text.</p> <p>The group noted the suggested addition, but considered the points are standard MOCOPA checks so there was not a need to replicate under DCP 127.</p>
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		<ul style="list-style-type: none"> ○ Checking the meter board is sound ○ Checking there is no tampering or missing seals. ○ Checking there is no bare copper. ● We believe that section 3 needs to refer to carrying out WAN reception checks prior to commencing the installation; this section currently only refers to undertaking HAN reception checks. ● Where section 3 sets out examples of unsuitable arrangements for the installation of a comms hub these examples of unsuitable arrangements only make sense if it is an in-line device as per the example included in the original consultation document. For example it is not clear why a 2A switching meter or a 5 terminal meter should prevent the fitting of a comms hub. This section needs to be able to account for all possible designs of comms hub. ● Section 3 states that the operative should 'identify metering cables as per MOCOPA® requirement', we believe that this requirement should be for the operative to identify and inspect the metering cables, and for them to replace and or upgrade those cables if they are found to be bunched, damaged, are of insufficient capacity or are otherwise unsuitable for continued use. This is in line with the requirements of an electricity meter operative undertaking the same action when working on an electricity meter. ● Additionally, where a Gas MAM finds anything 	<p>The group agreed to amend the guidance note reference to HAN/WAN.</p> <p>The Working Group considered it had accounted for all device designs presented to it and was not aware of other designs that may need to be treated differently. However, members could not see a reason why other such devices would be excluded.</p> <p>The group agreed the guidance note was not trying to repeat obligations in other documents and considered this requirement on identify meter cables is covered elsewhere.</p> <p>The group noted that the MOCOPA gas first</p>
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		<p>untoward with the Electricity meter installation, he shall be obliged to report it, as the Electricity MOP is now.</p> <ul style="list-style-type: none"> • The first point on page 4 also explicitly refers to removing the terminal cover which would seem to make the guidance overly specific to the example 'in-line' device that was shown in the original consultation document. We believe that this section should read 'The preferred solution would be for the comms hub to be powered from spare outgoing ways, if available. Where spare ways are not available, then this will involve removing the meter terminal cover,' • If the meter wiring is disturbed then checks should also include correct direction of flow (forward "rotation") and polarity at the outgoing meter terminals (as well as at the customer's installation). • While the process detailed in section 4 (Subsequent Electricity Smart Meter Installation) largely seems reasonable we do not understand how the meter operative will be able to identify the version of SMETS applicable to the previously installed equipment and therefore follow this process. As far as we are aware there is no requirement to mark installed equipment with the relevant SMETS version, if there is any means by which such information can be made available on site then this should be included in this guidance. As it stands we believe there is an increased risk that two communications hubs will be installed 	<p>equivalent change being developed addresses this point re reporting issues with the electricity installation.</p> <p>As per previous point above, if there are spare fuseways, it's feasible to use them; the Working Group is not prohibiting them. Members considered it would depend on the design intention of the comms hub device being installed.</p> <p>The group noted the point but considered it is already covered by MOCOPA.</p> <p>The Working Group acknowledged there is a risk that two comms hubs are fitted, which could seem uneconomical. But saw it as a potential outcome of how gas and electricity suppliers may choose to operate. Members considered it was a wider smart issue.</p>
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		<p>unnecessarily which will impact on the system loss profile resulting from the unmetered load associated with these devices. Additionally the benefits associated with managing a dual fuel installation via a single communications device will be lost.</p> <ul style="list-style-type: none"> • Where the guidance notes states 'Appropriate commercial arrangements would be required for sharing of hubs, prior to the adoption of communications equipment into DCC' we believe that this should be amended to state 'Appropriate commercial arrangements would be required for sharing of hubs, prior to the adoption of communications equipment into DCC, and meter operators must be aware of these arrangements before pairing any devices' to make it clear that these commercial considerations will need to be taken into account by the operative on site when carrying out the install. • In addition to the operative applying seals to the cut-out, etc, we believe that they should additionally apply a label (or similar) to the comms hub, to identify the company installing – relying on the seals alone may not be sufficient, if there are to be no flows and there is an issue (e.g. bare copper, loose terminations). • We note that there is no section on ongoing operational practices. One thing that we 	<p>The Working Group agreed it did not envisage Suppliers would instruct installation without commercial agreements and permissions.</p> <p>Members noted there could be restrictions on what the operative can do without the necessary passwords. It was agreed to amend the wording as per the suggestion (wording highlighted).</p> <p>The group confirmed there was no requirement to attach a label to the comms hub. The Meter Asset Provider (MAP) id would likely be provided on the equipment but not a mandatory requirement. It was noted that from January 2013, ECOES would contain the id of the gas meter installer (for interim), as would the gas registration system (DES). So parties could know who installed the meter, and the id of the sealer from MOCOPA seals. The Working Group did not consider further actions necessary.</p> <p>The Working Group agreed the gas operative should not be re-energising a de-energised</p>
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		<p>believe needs to covered is the circumstance where the Electricity MOP de-energises the supply at the request of the supplier (e.g. tenancy change, rewire work, non-payment, etc); under no circumstance shall the Gas-first MAM re-energise the supply in order to provide power to the comms hub.</p> <ul style="list-style-type: none"> • Where the document states “under normal circumstance, it is envisaged....should take no longer..”) we are not sure of the relevance of this in a Recommended Practice document relating to an agreement. <p>In addition to the comments above we believe that consideration needs to be given to the scenario whereby a gas smart meter (either SMETS version 1 or 2) is installed after a SMETS 1 electricity meter has already been installed. In these circumstances the de-energisation of the electricity supply to install a SMETS 2 communications device is likely to trigger alarms or alerts from the electricity meter which may then trigger actions to be taken by the electricity Supplier as part of their usual business process. We do not believe that this scenario and the impacts have been accounted for and should be considered for reference within this or another guidance note.</p>	<p>site, and took an action to confirm this scenario was covered in the legal drafting.</p> <p>The group agreed this statement was made to help address concerns raised earlier, that usually installation should take no longer than an average installation.</p> <p>Working Group members accepted there is a risk that alarms could be triggered for de-energisation. However there are many reasons for such alarms, e.g. power cut. Members considered this a wider smart issue. If there was an electricity smart meter already there, it wouldn't count as a gas first installation, although there could be subsequent work done on the gas comms hub. It was not considered feasible to resolve within DCP 127.</p>
13.	Western Power	<p>No 27 on the list. We note that the group have referred the matter of losses to DECC & Ofgem and agree with this approach. However, until we know their decision as to how this issue is dealt with we cannot be sure that the proposals will align fully with those resulting requirements. We</p>	<p>The group noted the comment and referred to the communication from Ofgem regarding the work it had initiated on the issue around allocating consumption by the comms hub.</p>

		should not just plough on with this change regardless of what will happen about the additional losses.	
14.	Scottish Power	<p>While the issues appear to have been addressed by the working group, we do not necessarily agree with the group's conclusions. Notably:</p> <ul style="list-style-type: none"> • 44 – We are still to be convinced that the change properly satisfies the DCUSA Objectives; and • 326 – we question the merit in going 'early' with a 'stop gap' solution 	<p>The group noted the facilitation of the DCSUA Objectives would be tested again in the drafting of the Change Report.</p> <p>A Working Group member clarified the suggestion was to wait until SMETS2 is published as there are a number of things still to be clarified and addressed.</p> <p>The group accepted the comment. There may be Suppliers who chose to wait, but others may want to proceed early and DCP 127 progression shouldn't prevent those Suppliers from making installations early.</p>
	Question Two	2. Does the supporting documentation (the legal text (Attachment B) & guidance note (Attachment D)) clearly define what is required for gas first installations and permissions applicable?	
15.	British Gas	Legal text comments	

		<p>We have no comments on the legal text.</p> <p>Guidance note comments</p> <p>Section 3 "Installation Process"</p> <p>We note that much of this section duplicates what is already included in the Smart Metering Installation Code of Practice (SMICOP). Perhaps we should also refer parties to the SMICOP in the section and note that the SMICOP takes precedence of this guidance note.</p> <p>The installation process currently includes requirements to take full register readings both before de-energisation and after re-energisation. We do not see any value in carrying out this activity. Electricity meter registers rarely, if ever, lose their readings as a result of de-energisation. We therefore believe for the risk involved this is an unnecessary additional step in the process.</p> <p>Section 4 "Subsequent Electricity Smart Meter Installation"</p> <p>Suggest including in the first paragraph that where compatible the electricity supplier should always use existing installed equipment to support the subsequent electricity smart meter installation.</p> <p>Section 5 "Responsibilities and Liabilities"</p> <p>Sentence 5 Suggest we make clear that either</p>	<p>Noted</p> <p>Noted, it was considered the reference to industry requirements taking precedent is sufficient.</p> <p>Noted. The Working Group agreed to leave in.</p> <p>The group agreed that if it existing installed equipment can support the subsequent smart meter installation, it should be, where appropriate. It was agreed to add this point into guidance note.</p>
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		supplier could be responsible for removing their own separate gas or electricity standalone hub i.e. 'For premises where it has been necessary to install more than one communications hub, suppliers are responsible for determining if/when the earlier model can be removed and all meters served by one hub'.	The Working Group discussed the different potential scenarios around use of hubs by (new) suppliers. Members agreed the legal drafting already covers the scenario.
16.	ELEXON	Based on our understanding of the process we believe the guidance note and legal text clearly define what is required at this point in time. As this is a new process, there may be other issues/risks that may be uncovered as the practice becomes more prevalent. Regular updates to the guidance will benefit Industry.	Noted. As previously agreed, it was not intended the guidance note will be maintained.
17.	ENWL	<p>Legal Text – Section 2C</p> <p>Clause 52A.4 – we have two clauses 52A.4.3"s</p> <p>Clause 52B.3.1 is wider than the intent of this change proposal. There can be instances when a smart meter is installed and the comms hub is none compliant with the proposed gas meter being fitted hence this clause would allow for the installation of a comms hub by the Gas supplier. This was raised at the working group with a suggestion to seek a change of intent. As such a change of intent been requested and if so approved?</p> <p>Clause 52B.4 – there is only a need to notify should the de-energisation be off for a significant period. (DCUSA 25.10 states..."and in any event by the end of the next Working Day when MPAS</p>	<p>To be changed.</p> <p>The Working Group referred to earlier discussions on the intent: it should be changed under new DCP 155 if implemented before DCP 127, or DCP 127 should be withdrawn/resubmitted before the Change Report is submitted.</p> <p>The Working Group agreed to state in the legal text that the installation should be aborted if it would require an overnight de-</p>

		<p>is available,...". The intention here is that the work is undertaken within the same day, so perhaps we need something to cover off (in both sections) where such works is taking longer than one day that the gas supplier will notify the electricity supplier of such a de-energisation or alternatively consider a clause stating that where there is difficulty fitting the comms hub, under no circumstances must the customer be left off supply over-night due to this reason alone even if it means aborting the work.</p> <p>Clause 52B.5 is not required.</p> <p>Clause 52B.6 is covered under the National terms of connection with the customer, and under the rights to de-energise. Please delete.</p> <p>Legal Text – Section 2D Clause 52G.4.3 – there are two instances of this clause.</p> <p>Clause 52H.3.1 – see comment relating to 52B.3.1</p> <p>Observation We need to ensure that the DCUSA SWIG review DCP127 and consider any consequential changes to section 2A due to the smart meter roll out e.g. 52A.4 v 15.4.4 regarding comms hub v metering system and whether the definition of smart metering comms hub is to fit under such a definition or whether such a comms hub needs to be considered here as well.</p>	<p>energisation to avoid impact on the energisation status for settlement.</p> <p>The group did not wish to remove the section as legal advice had been to include it.</p> <p>The group did not wish to remove the section as legal advice had been to include it.</p> <p>To be changed.</p> <p>Working Group response as above.</p> <p>The group did not consider it could take account of discussions ongoing under the DCUSA Smart Working Issues Group (SWIG), but it noted the DCUSA SWIG is maintaining a watching brief on DCP 127.</p>
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18.	EON Energy	The legal text is in conflict with the intent of this DCP in that it is describing more than the installation of Gas First.	The Working Group referred to earlier discussions on the intent: it should be changed under new DCP 155 if implemented before DCP 127, or DCP 127 should be withdrawn/resubmitted before the Change Report is submitted.
19.	Northern PowerGrid	<p>Legal Drafting:</p> <p>We believe that there are fundamental flaws in the drafting of the legal text.</p> <p>The legal drafting should be revised to remove ALL references to Gas Meter Asset Managers (MAMs). When the MAM removes / inserts the distribution cut-out fuse to de / re-energise a premises then the MAM is actually working as a MOCOPA Operator Party (MOP) engaged by the Gas Supplier specifically to de / re-energise the site so that the MAM can fit the Smart Communications Device and the Smart Gas Meter. As such the terminology that should be used within the legal drafting is MOCOPA Operator.</p> <p>Thus all references to 'Gas Meter Asset Manager' should be replaced by 'MOCOPA Operator'; the definition of 'Gas Meter Asset Manager' should be removed and a new definition of 'MOCOPA Operator' should be added.</p> <p>Can the working group clarify what remedies exist if a MOCOPA Operator appointed by the Gas Supplier damages Distribution Equipment and / or Metering Equipment in the course of carrying out work requested by the Gas Supplier? The current</p>	<p>As per question 1, the group agreed to use "Gas MAM", as if the term was changed to MOCOPA Operator, then the same term should also be used for the electricity Meter Operator. But under the DCUSA, the electricity Meter Operator has other obligations, e.g. Qualification under the Balancing and Settlement Code (BSC), which gas operative wouldn't have. So using the same term could get confusing.</p> <p>The group's view was that remedies were covered by breach provisions and court of law, and that the gas supplier would be a signatory to the DCUSA. An action was taken to request confirmation from the legal</p>

		<p>legal drafting (page 13) refers to the removal of indemnities but states that liabilities will arise but is not clear how these liabilities might be remedied.</p> <p>Wider industry Implications:</p> <p>We suggest that Wragges, on behalf of DCUSA should carry out a full review of all associated industry legislation to ensure that there are no unforeseen implications or consequences associated with these changes. For example the ESCQ regulations and the Electricity Act 1989 may assume that all MOP activity is carried out in relation to electricity meters and/or only on behalf of licenced electricity suppliers.</p> <p>The DCP127 working group and / or Wragges should also carry out a full review of the consequences throughout the whole of the DCUSA relating to the introduction of the new Party Category of Gas Supplier. There may be other un-intended consequences of the introduction of this new party category which have not yet been identified.</p> <p>Please could the DCP127 working group clearly set out ALL the rights and responsibilities a Gas Supplier gains by acceding to the DCUSA so that all parties can understand the full implications?</p> <p>Other DCUSA Changes:</p> <p>Does the proposer of DCP127 believe that the rights created for a Gas Supplier under DCP127 should also require compliance by the Gas Supplier with other DCUSA change proposals including DCP153 (service level agreements) and</p>	<p>advisor on this point.</p> <p>The Working Group noted the comment, and that it had already captured an action, from an Ofgem request, to assess impacts on legislation, licences and other codes.</p> <p>Re fault reporting, the Working Group confirmed requirements on gas suppliers in the section DCP 127 is proposing, are identical to existing requirements in the DCUSA for electricity parties. It was noted</p>
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		<p>DCP054 (revenue protection). Both these change proposals place responsibilities on Electricity Suppliers in relation to the accurate reporting of damage, faults and interference identified by the Electricity Supplier.</p> <p>In the current legal drafting of this change proposal responsibility is placed on the Gas Supplier to report faults, damage and interference to both Distribution Equipment and Metering Equipment and we believe that any reporting requirements placed on Gas Suppliers must be equivalent to the reporting requirements placed on Electricity Suppliers in similar situations and should comply with relevant obligations currently placed on Electricity Suppliers within DCUSA.</p> <p>Guidance Notes</p> <p>Section 7 – Power Consumption</p> <p>This section should highlight the requirement that the total power consumption of all the meters and communications hubs installed at any premises must not exceed 10W.</p> <p>It must be the responsibility of the installing parties to ensure that this total consumption rule is not broken.</p> <p>Section 3 – Installation Process</p> <p>The guidance notes should specifically refer to checks on the terminations into consumer equipment at premises. These terminations should always be visually inspected and should be physically checked for tightness if the metering equipment has been moved by the Gas Suppliers</p>	<p>that future changes affecting one set of gas/electricity would need to be reflected in the other section as appropriate.</p> <p>The group did not agree there was an industry standard for this. 10W is referencing the customer side of the metering so is not relevant for DCP 127. No change required to 127 drafting/documents.</p> <p>The Working Group considered this was covered by MOCOPA.</p>
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		<p>MOCOPA Operator during the gas first installation process.</p> <p>It should be clear within the guidance notes that the Gas Suppliers MOCOPA Operator must always comply with the requirements set out within MOCOPA. Under MOCOPA a Distributor may require a MOCOPA Operator to have specific authorisation from the Distributor to work on Distribution Equipment and a Gas Supplier must ensure that any MOCOPA Operator it uses complies with this requirement where it exists.</p> <p>We would like to see the guidance document consider the process for the removal of these connector devices in more detail. Are there any on-going safety concerns which need to be addressed including the potential for damage to the tails between the cut out and the meter which may necessitate the replacement of these tails when the device is removed?</p>	<p>The Working Group considered this was already clearly stated and did not propose to make any changes.</p> <p>The group considered this point covered under a previous answer to question 1: The legal text should specify the gas supplier is responsible for ensuring the customer's electricity supply is functioning after installation of the gas comms hub. If there was a failure of electricity supply, the operative should report it to the DNO and wait on site until an electricity operative arrives to address the issue.</p>
20.	Npower	<p>Yes.</p> <p>However, does MOCOPA provide seals for operatives?</p>	<p>A group member confirmed that as part of MOCOPA accreditation, the party would get the reference for its seals. Gas operatives would have to be MOCOPA accredited for the gas supplier to be able to install the comms hub under most of the DCP 127 options in the cost benefit assessment.</p>
21.	Southern Electric Power Distribution Scottish Hydro Power Distribution	<p>We would like to see further detail in section 52D Provision of Information.</p> <p>This should reflect the BSCP agreed procedures for defect reporting i.e. a dangerous situation (Category A) is reported by telephone at all</p>	<p>The Working Group agreed DCP 127 should be consistent. The comment was passed to the DCP 153 chair for consideration under that DCP.</p>

		times.	
22.	SP Manweb Plc and SP Distribution Ltd's	Yes	Noted.
23.	SSE Energy Supply Ltd	<p>Legal Text</p> <p>Clauses 52B.5 and 52B.6, as currently drafted, gives the Gas Supplier connection rights which are currently not enjoyed by the Electricity Supplier in respect of the Electricity Meter. We propose these clauses are removed or are amended to align with the rights of Electricity Suppliers under the agreement.</p> <p>Clause 52B.12 is unnecessary as the enquiry service under condition 8 of the Distribution Licence must be made available to "any person" and the connectee has no additional rights with regards to the enquiry service.</p> <p>Whilst Section 2C allows the de-energisation and re-energisation works necessary to install a "gas first" communications hub, we are concerned that this section, as currently drafted, would not authorise the Gas Supplier to take a supply of electricity without a meter for the ongoing operation of the "gas first" communications hub.</p> <p>We are concerned that Clause 52H, as currently drafted, does not grant permission to the Gas Supplier to undertake work on the Electricity</p>	<p>The Working Group agreed to ask the legal advisor to clarify the connection rights.</p> <p>The group agreed to ask the legal advisor to clarify the enquiry service rights.</p> <p>The Working Group considered if supply can be taken without a Supplier. It determined it was an Electricity Act issue and agreed to ask the legal advisor to clarify.</p> <p>The group agreed it could widen 52H as intention was not to be restrictive. It agreed</p>

		<p>Meter other than to reposition the meter, if required. As drafted, the Gas Supplier will have no explicit permission to undertake work on the meter terminals or replace the meter tails.</p> <p>Guidance Note</p> <p>Section 3, should clarify that on aborting a job the installer must ensure the Electricity Meter has been safely re-energised or if this is not possible contact the Electricity Supplier.</p> <p>Section 6, should clarify that in the case of permanent de-energisation undertaken by the Distributor, the Electricity Supplier would expect to be informed through the normal arrangements.</p> <p>Section 7, the arrangements for power consumption of the communications hub needs to be clarified. Is the consumption to be treated as technical losses or as an unmetered supply? As highlighted above Section 2C gives no permission to the Gas Supplier to consume electricity.</p>	<p>to ask the legal advisor to comment.</p> <p>As previously discussed the group confirmed that the operative must ensure the site is safely re-energised.</p> <p>The group did not consider the point to be related to installation of the gas comms hub and therefore not relevant to DCP 127. It was assumed permanent de-energisation refers to disconnection.</p> <p>The group noted the comment and referred to the communication from Ofgem regarding the work it had initiated on the losses issue.</p>
24.	UKPN	<ul style="list-style-type: none"> • Is it clear that the Gas Supplier and Electricity supplier permit each other to work on their assets in the legal text? • Are there any concerns regarding who is responsible for which piece of equipment after a service alteration? 	<p>The group agreed to ask the legal advisor to clarify the permissions.</p> <p>Group members concluded that the DCP 127 drafting has not altered responsibilities in respect of equipment.</p>

		<ul style="list-style-type: none"> 52B.11 states that when the comms hub is not now and is unlikely to ever be needed by any Gas Supplier it should be removed. What if an Electricity Supplier has utilised it? 	The Working Group agreed it would be a commercial agreement between the suppliers to determine ongoing use of shared comms hubs. It was suggested to add to the legal text "...subject to agreement by Suppliers"; suggestion to be passed to the legal advisor to clarify.
25.	Western Power (MOP)	Yes	Noted.
26.	EDF Energy	<p>EDF Energy is happy that with the draft legal text issued as Attachment B.</p> <p>EDF Energy believe that the comments noted in response to question 1 above would provide further definition and clarity to the guidance note issued as Attachment D.</p>	<p>Noted.</p> <p>Noted; addressed above.</p>
27.	Western Power	<p>We have an issue with the following:</p> <p>52B.10 In undertaking De-energisation Works and Re-energisation Works pursuant to this Clause 52B, the Company may reposition the Smart Metering Comms Hub Device (or any part of it) provided that such repositioning does not affect the operation of the Smart Metering Comms Hub Device (or any part of it).</p> <p>This potentially prevents us moving a service position at the customers request if, as a result, the communications hub will no longer be in contact with the gas meter. Because we will not be moving the gas meter it is possible that</p>	The group noted the MOCOPA change gives the electricity operative permission to work on the gas comms hub, so if the electricity service was (for example) being moved, the gas comms hub could be moved too. But there would be no responsibility on the electricity operative to ensure the gas comms hub functions after the move. The Working Group considered the gas and electricity suppliers should give permission for their equipment to be repositioned. Members agreed to ask the legal advisor to

		<p>moving the service will result in the gas supplier needing to make alterations to their communications equipment. The continued operation of a comms hub should not be an issue that the DNO needs to consider when carrying out work at the meter point.</p> <p>52B.14 The Company shall not interfere with the Smart Metering Comms Hub save to the extent expressly authorised to do so in this Clause 52B or any other agreement between the Gas Supplier and the Company.</p> <p>We assume that moving a service position is covered within the 52B "de-energise and "re-energise" category of work. If it is not then this clause needs to be amended so as not to prevent us carrying out such work without the gas supplier's permission.</p> <p>We also may de-energise/disconnect at request of the electricity supplier due to issues such as customer non-payment or theft. This will also result in comms with the gas meter being lost and we would prefer if clause 52B explicitly allowed for this scenario.</p>	<p>clarify use of the word "repositioning".</p> <p>The Working Group believed this point is covered in the legal drafting, which allows the electricity supplier to perform its usual activities. The group agreed to ask the legal advisor to clarify.</p>
28.	Scottish Power	<p>We are of the view that the 'connection' terms inserted in the most recent legal draft should remain, as we do not consider the case of the gas first comms hub to be directly analogous to that of electricity meters.</p>	Noted.
	Question Three	<p>3. Do you have any comments on or additional information for the Cost</p>	

		<p>Benefit Assessment (Attachment C)?</p> <p>The workgroup is particularly interested in your views on the viability of the alternative options presented in the cost benefit analysis, the volumes of customers likely to benefit from gas first and the delay in fitting a gas smart meter if gas first is not an option.</p>	
29.	British Gas	<p>We do not believe that any of the alternative options put forward in the Costs Benefit Assessment (CBA) are workable.</p> <p>Under the bi-lateral arrangement there is no obligation on electricity suppliers to enter into an agreement with the gas supplier to allow them to install the gas communications hub. British Gas has taken the lead in deploying Smart Meters as a way of differentiating itself and offering the benefits of a smart meter to our customers ahead of other suppliers. We are therefore concerned that some electricity suppliers may refuse to enter into bi-lateral arrangements or only offer onerous terms which we may be unable to accept.</p> <p>Should only certain electricity suppliers agree to enter into bi-lateral arrangements the operational requirements of understanding which electricity supplier our gas customer is supplied by would be</p>	<p>Noted.</p> <p>Noted.</p> <p>Noted.</p>

		<p>costly to administer. As this is a commercial arrangement it only requires the refusal or inactivity of one supplier to derail this process as a viable solution. This results in a risk of all other suppliers establishing a process that can't be operated due to one supplier's non-participation. This would result in a stranded cost of establishing a set of contracts that may not be used.</p> <p>As demonstrated in the CBA the costs of arranging for a joint visit with the appointed electricity meter operator are prohibitive. The gas supplier would be completely reliant on the co-operation of the electricity supplier's agent to attend at a mutually convenient time with the gas suppliers agent. Once Smart Meter roll-out is in mass deployment stage this will become more and more difficult to achieve. Any aborted jobs where the customer is not at home would incur double costs as two meter operators time would be wasted. In addition having two meter operators attending for one job is not a great customer experience.</p> <p>As stated within the CBA there are approximately 4.6 million gas customers who take their gas and electricity supply from different suppliers. British Gas has the majority of these customers and will be impacted the greatest should we not be able to offer our gas only customers a smart meter ahead of the installation of the electricity smart meter. As our detailed roll-out plans are commercially sensitive at this stage we have provided directly to Ofgem a summary of how many gas only smart meters we plan to install</p>	<p>Noted.</p> <p>Noted.</p> <p>The Working Group agreed to use an</p>
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		<p>over the coming years. We have also provided some additional information relating to the meter stranding costs we believe we would incur if we are required to install non-smart meters on policy and customer driven meter work ahead of electricity only smart meter deployment.</p> <p>A further point we would make relates to the potential back loading of gas smart meter deployment should we be unable to fit our gas smart meter ahead of electricity. It is possible that electricity suppliers may leave the deployment of electricity only smart meters towards the back of their roll-out schedule owing to the relative benefits of deploying dual fuel first. This would have a huge impact on our roll-out plans and resource requirements owing to the high volume of gas only we have and could have the potential to prevent us from achieving our 2019 target to complete smart meter roll-out.</p>	<p>average gas meter price to demonstrate stranding costs without revealing confidential information. It was noted that any of the solutions cited in the cost benefit would mitigate stranding issues.</p> <p>Noted.</p>
30.	ELEXON	No further comments.	Noted.
31.	ENWL	<p>What is not clear in this cost benefit is that there are costs associated with undertaking the work in the first instance when compared to waiting for the electricity supplier to undertake the work that they may benefit from i.e. the upfront costs of the comms hub equipment, the site visit and installation. Whilst these are consistent across the three shown the other option is waiting for the supplier to install first. This option needs to be also considered. There are savings in costs of</p>	<p>The group agreed the cost benefit should be extended to include fourth option: where gas and elec suppliers agree to do smart installations at the same time. This would not entail visit costs as the electricity supplier would be installing a smart meter anyway. Suppliers could agree to use one operative to install both meters/comms hub(s).</p> <p>The members also identified a potential fifth</p>

		both upfront installation and the legal agreement costs shown in the first three options and loss of benefits to the future savings of such installations. It would be helpful if this was shown as well.	option where the same meter operative is appointed by both suppliers. However, they were concerned that this assumes an unrealistic level of co-operation.
32.	EON Energy	The logic is flawed in the cost benefit analysis in that it does not show the benefit against the rollout of Dual fuel or single fuel Electricity customers. By the logic used in the consultation Suppliers would target Dual fuel customers in preference to realise the greatest benefits to both customers and the industry as a whole.	Noted. The group referred to its previous point 31 above.

<p>33.</p>	<p>Northern PowerGrid</p>	<p>The overall impression of this cost analysis is that it does not evaluate all options on an equivalent basis and that it has been created to support a decision that has already been made rather than leading the reader to the conclusion that the DCUSA option really is the best way forward for all parties.</p> <p>Option 1 – DCUSA</p> <p>The cost of this option is given as £10k per gas supplier group in total. No additional costs appear to have been considered such as the cost of a Gas MAM becoming a MOCOPA Operator.</p> <p>If the Gas MAM is not a MOCOPA Operator then additional costs of preparing to become a MOCOPA party and the annual MOCOPA subscription fee would also need to be added to the costs of this option.</p> <p>This evaluation has not considered costs which may need to be incurred by MOCOPA Parties in order to ensure that the MOCOPA audit provisions fully cover the scope of work being proposed by this change proposal.</p> <p>Option 2 – bilateral agreements</p> <p>The costs associated with this option appear pessimistic. In reality it is unlikely that each and</p>	<p>The group confirmed its assumption is that gas operatives are already dual fuel qualified. Members questioned whether if the gas operative has more than one legal entity in its business, all would have to sign up to the MOCOPA.</p> <p>The group discussed accession costs for the MOCOPA and noted these would come from preparing all processes and procedures for the MOCOPA registration audit. It was agreed £10k per supplier was a reasonable estimate.</p> <p>The group agreed to add in MOCOPA costs. It noted the fee is standard for MOAs; the IDNOs’ fee is adjusted for portfolio size.</p> <p>A member advised that the MOCOPA audit cost would be covered in the standard MOCOPA fee. Administration costs would be smeared over more parties if gas MAMs became MOCOPA Parties.</p> <p>Noted. The Working Group accepted</p>
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		<p>every gas supply group would enter into a bi-lateral agreement with each and every electricity supply group. It would be more likely that larger gas suppliers interested in pursuing gas first installations would enter into bilateral agreements with the 'big six' suppliers only. This would give the gas suppliers access to almost all gas first installations without incurring unnecessary costs. This would reduce the cost per gas supplier from £230k to just £30k.</p> <p>The additional table showing how the benefits of this option reduce depending upon the % of suppliers willing to enter into such arrangements is misleading as benefits would not reduce in proportion to the volume of suppliers entering into these arrangements. In reality access to the majority of gas first installations would be gained by contracting just with the 'big-six' electricity supply groups.</p> <p>The analysis points out that a disadvantage of this option is that there is no obligation on electricity suppliers to sign bilateral agreements with Gas Suppliers. However, given that each of the 'big six' electricity suppliers are also gas supplier I would suggest that there are incentives within the industry for the 'big six' electricity suppliers to sign these bilateral agreements to support their own gas supply activities.</p> <p>Additionally, although the cost of establishing a template bi-lateral agreement may be in the region of £5k it is unlikely that agreements will vary significantly from party to party so the cost of subsequent agreements should be significantly less than £5k. Therefore the costs of a bilateral</p>	<p>contracting with the 6 largest suppliers only would result in a lower cost. But some of the largest 6 have more than one legal entity so could require more than one agreement each.</p> <p>Members agreed to review the Bilateral Agreement option in the cost benefit assessment to ensure a like for like comparison.</p> <p>The group confirmed the table reflects % of customers rather than suppliers.</p> <p>The Working Group noted the suggestion, but considered it would be difficult to agree a template that all parties would accept.</p>
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		<p>solution between suppliers may actually be cheaper than a tri-partite solution via DCUSA.</p> <p>Option 4 – non-mains powered device</p> <p>There is no cost analysis of this option given. We believe that this cost analysis must be completed as part of the change proposal. This option can't be dismissed purely because "it was noted that technical advisers for Centrica's device had advised full smart comms functionality could not be delivered with battery only" (as per comment against WPD observation 29 in the first DCP127 consultation responses). We believe the working group should explore this option further and provide the costs associated with this option fully so that it can be considered properly alongside the other options.</p>	<p>The group had agreed to obtain more information from manufacturers on power options for the devices and feed these into the cost benefit assessment.</p>
34.	Npower	We have no comments or additional views on the Cost Benefit Assessment (Attachment C)	Noted.
35.	Southern Electric Power Distribution Scottish Hydro Power Distribution	None at this time	Noted.
36.	SP Manweb Plc and SP Distribution Ltd's	No	Noted.
37.	SSE Energy Supply Ltd	We have no additional comments on the Cost Benefit Assessment.	Noted.
38.	UKPN	The cost benefit analysis refers to a figure of £28.36 taken from the DECC Impact Assessment published in April 2012 " Smart meter roll-out for the domestic sector". Please provide details of	As per previous comment – the group would seek to include references.

		where these numbers can be found in the document.	
39.	Western Power (MOP)	No	Noted.
40.	EDF Energy	<p>Based on our review of the Cost Benefit Assessment EDF Energy does not believe that sufficient detailed analysis has been carried out and that the assessment is too high level to be used to determine the viability of otherwise of the options detailed in the assessment.</p> <p>Our specific concerns are:</p> <ul style="list-style-type: none"> We are not convinced that it is accurate to suggest that coordinated site visits will lead to an additional site visit cost being incurred by the electricity installer, since a second visit would ultimately need to take place anyway; in fact, one could argue that coordinated visits will be significantly more convenient for the customer (who will only need to take time out for one installation rather than two separate visits. However we do acknowledge that such arrangements will be complex to implement in practice. In regards to section 3 of the cost benefits, this seems to be based on the assumption that all single fuel gas supplies would be changed first, so the headline £130m pa is misleading. This does not take into account the possibility of the electricity meter being installed first which will occur; where there is gas the electricity meter is going to be single rate so is more likely to be changed ahead of 	<p>The group had already agreed to insert option 4, as noted above.</p> <p>The group had agreed to express the benefit as a maximum volume.</p>

		<p>E7 and other heating tariff meters. At the very least this should be clearly expressed as the maximum potential benefit and it should recognise the real probability of those benefits being gained.</p> <p>On this basis EDF Energy would strongly recommend that further and more detailed consideration is given to this Cost Benefit Assessment, as currently worded we do not believe that this is a true representation of the benefits to be gained from this change and the likelihood of the stated benefits being realised is very low.</p>	<p>The Working Group had agreed to review the cost benefit assessment based on the consultation comments.</p>
41.	Western Power	No	Noted.
42.	Scottish Power	<p>In so far as we accept the premise of the assessed costs and benefits, we agree that the proposed solution appears to represent best value for money. However, we remain unconvinced of the need for this change, the wisdom of implementing the change ahead of the availability of SMETS2 SMS or of the applicability of the DCUSA to the purpose.</p>	Noted.