

DCUSA CHANGE DECLARATION

DCP 037 Moving Meters

VOTING DATE: 09 March 2009

DCP 037	WEIGHTED VOTING		
	DNO	IDNO	SUPPLIER
CHANGE SOLUTION	Accept	Accept	Accept
IMPLEMENTATION DATE	Accept	Accept	Accept
RECOMMENDATION	<p>Change Solution – ACCEPT In respect of each Party Category that was eligible to vote, the sum of the Weighted Votes of the Groups in that Party Category which voted to accept the change solution was greater than 50% in all Categories.</p> <p>Implementation Date - ACCEPT In respect of each Party Category that was eligible to vote, the sum of the Weighted Votes of the Groups in that Party Category which voted to accept the implementation date was greater than 50% in all Categories.</p>		
PART ONE / PART TWO	Part One – Authority Determination Required		

PARTY	SOLUTION (A / R)	IMPLEMENTATION DATE (A/R)	COMMENTS
DNO PARTIES			
Central Networks East	Accept	Accept	
Central Networks West	Accept	Accept	
EDF Energy Networks (EPN) plc	Accept	Accept	
EDF Energy Networks (LPN) plc	Accept	Accept	
EDF Energy Networks (SPN) plc	Accept	Accept	
Electricity North West Limited	Accept	Accept	
Northern Electric Distribution Ltd	Accept	Accept	
Scottish Hydro Electric Power Distribution plc	Accept	Accept	
Southern Electric Power Distribution plc	Accept	Accept	
SP Distribution	Accept	Accept	SPD/SPM are supportive of DCP037, as we were previously with DCP019. We note the concerns raised within the Change Report relating to those 'more complex sites' where it was considered the DNOs' ability to work should be restricted. Our preference would have been to make any such restriction clear within the DCUSA rather than rely on provisions contained elsewhere within the MOCOPA or other industry agreement.

SP Manweb	Accept	Accept	See above
Western Power Distribution (South Wales) plc	Accept	Accept	
Western Power Distribution (South West) plc	Accept	Accept	
Yorkshire Electricity Distribution plc.	Accept	Accept	
IDNO PARTIES			
EDF Energy (IDNO) Limited	Accept	Accept	
Independent Power Networks	Accept	Accept	
SUPPLIER PARTIES			
British Gas	Reject	Reject	Without indemnities from Distributors, we are unable to get the necessary permissions from the Metering Agents.
E.ON UK	Reject	Accept	Whilst we agree in principle with the ability of a DNO being able to move a meter with a service alteration, we do not believe that the proposed clause 29.17 is workable. This clause requires the user to ensure that MOP and MAP consent to the DNO working on their equipment. There is always the possibility that they will not give consent in the same way that a DNO may not give consent to other parties working on their assets. As there is no

			<p>provision in the clause for this scenario we do not believe it is a workable solution. If a particular MOP/MAP refuses to give permission Suppliers would have no alternative but to seek a derogation from this clause.</p> <p>We would suggest that this sort of permission for working on equipment could become part of MOCOPA rather than DCUSA. If this were so DNOs would have assurance that those MOPS that are party to MOCOPA have given permission to work on their equipment and would not need suppliers to seek this permission elsewhere. We could then replace the phrase "good industry practice" in clause 29.15 with MOCOPA. DNOs will know who the registered MOP is as they will need to notify them anyway as clause 29.18 states. The scenario painted of a change of Supplier and or Agent exactly in line with these works is a small risk.</p> <p>We also have some reservations where the metering equipment has a communications link as the DNO will not be in a position to check if these links, be it telephone line or a sim card in a smart meter for example, are still working after it has been moved. This will then necessitate</p>
--	--	--	--

			<p>another visit from the MOP so making it more expensive for the customer and creating a possible gap in data and an error in settlement. We note that the working group discussions state that practice may only be limited to domestic sites, (although this limitation is not reflected in the clause), but as smart meters begin to be installed these too will become complex and outside the intended scope of this clause.</p> <p>We are also aware that some DNOs do not have the trained staff to be able to move meters themselves (ref DCP 008). We would like to understand if those DNOs without the necessary skills, but with an associated MOP, would be using this MOP to carry out the meter moves or if they would be moved by the same staff who are moving the service. If they are sub-contracting the work to their own MOP we would have concerns that this was anti-competitive and taking work from the properly appointed agent for that site. The cost savings that this CP envisage would not be realised as two operatives would still have to visit site and there would be two charges. This also shows that the projected carbon savings of this change to be wholly inaccurate. If it is the same staff who</p>
--	--	--	--

			are moving the service then we would question their ability to carry out this work in a satisfactory manner.
Npower	Accept	Reject	Implementation of the DCP37 drafting as proposed would require us to amend our Agent Contracts, for which we will incur costs. Undertaking such variations will not be feasible by 25 th June 2009 (assuming Authority Consent were to be granted in April as proposed), and we therefore propose an alternative implementation date of 5 November 2009.
Scottish Power Energy Retail	Accept	Accept	<p>ScottishPower Energy Retail feel that the implementation of DCP 037 will better facilitate DCUSA objective 1 as Distributors would be able to develop, maintain and operate a more efficient, co-ordinated and economical network by undertaking meter moves when relocating entry/exit points.</p> <p>Furthermore, DCUSA objective 2 would also be better facilitated as an improvement in customer experience can be obtained by removing the potential difficulties in co-ordination of market participants. It is also acknowledged that by moving meters into more accessible positions, there may exist future additional benefits for the industry.</p>

			<p>ScottishPower Energy Retail were in support of the principals in DCP 019, and the previous issues surrounding indemnity clauses have been removed in DCP 037 by introducing the new change proposal within the existing DCUSA framework. The limitations of liability clauses are sufficient, and as they are applied equally to Distributors and Suppliers, ScottishPower Energy Retail have voted to accept the proposed solution.</p>
SSE Energy Supply Limited	Accept	Accept	<p>Whilst recommending acceptance, controls need to be in place to ensure Distributors advise the respective agents/suppliers that meters have been moved (use of correct industry flows) – including new meter position. Needless to say these must be sent within the industry timescales.</p>