

# Code Review Programme 2018

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## Summary of submissions

28 September 2018



# Contents

1	Purpose of this paper	3
	Submissions received	3
2	Summary of submissions	5

## Tables

Table 1:	List of submitters	3
Table 2:	Summary of responses to questions	5
Table 3:	Additional issues raised or comments made by submitters	84

# 1 Purpose of this paper

- 1.1 This paper provides a summary of the submissions received by the Electricity Authority (Authority) on the consultation paper *Code Review Programme 2018*, which we published on 16 January 2018.<sup>1</sup>
- 1.2 In the consultation paper we sought submissions on a number of discrete amendments to various parts of the Code. The proposed amendments did not generally relate to each other, and did not warrant separate consultation processes.

## Submissions received

We received 16 submissions on the consultation paper, from the parties listed in Table 1. The submissions are on our website at: <https://www.ea.govt.nz/development/work-programme/operational-efficiencies/code-review-programme/consultations/#c16959>.

**Table 1: List of submitters**

Submitter	Category
Contact Energy Limited	Electricity generator and retailer
Genesis Energy Limited	Electricity generator and retailer
Mercury NZ Limited	Electricity generator and retailer
Meridian Energy Limited	Electricity generator and retailer
Metrix	Metering equipment provider
Network Tasman Limited	Electricity distributor
Network Waitaki Limited	Electricity distributor and metering equipment owner
Nova Energy Limited	Electricity generator and retailer
NZX	Market operation service provider
Orion New Zealand Limited	Electricity distributor and generator
Powerco Limited	Electricity distributor
PowerNet Limited	Electricity distributor and metering equipment owner
Transpower NZ	Grid owner and market operation service provider
Unison Networks	Electricity distributor and retailer
Vector	Electricity distributor
Wellington Electricity	Electricity distributor

<sup>1</sup> Electricity Authority, 16 January 2018, [Code Review Programme 2018](#).



## 2 Summary of submissions

2.1 Table 2 summarises the responses we received to the questions asked in our 16 January 2018 consultation paper.

**Table 2: Summary of responses to questions**

2018-01	Clarifying requirement to update registry metering records
Submitter	Comment
<b>General comments</b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b>Responses to questions</b>	
Question 1	Do you agree with the Authority's problem definition? If not, why not?
Contact Energy	Agree
Metrix	Metrix agrees with the problem definition. Currently Metrix provides information for all metering installations at an ICP; therefore we have identified no adverse consequences for Metrix.
Nova Energy	Yes

Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Agree
Metrix	Metrix agrees with the proposed solution.
Nova Energy	Yes
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Metrix	Metrix agrees that the re-wording is more efficient.
Nova Energy	No
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Metrix	Metrix agrees that this will promote accurate registry records.
Nova Energy	Yes
Wellington Electricity	Wellington Electricity supports these changes.

<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Metrix	No change (or cost) is required by Metrix to enable the amendment.
Nova Energy	Yes
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Metrix	Metrix have no comment to make as there are no other options available.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-02</b>	<b>Timeframe for distributors to give written notice of ICP decommissioning</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Agree
Network Tasman	Agree. Decommissions on Network Tasman's network are typically completed on the same day, so we are rarely able to comply with current timeframes, due to retailer delays.
Orion NZ	Yes we agree
PowerNet	Yes. Agree with the conflict of timeframes re Trader steps overlapping with Distributor steps.
Unison Networks	Unison agrees with the problem definition for this Code amendment. The Code, as it is currently drafted, means that distributors are sometimes unable to meet the three-day timeframe due to traders being allowed up to five days to



	update the registry. This is an issue Unison has experienced first-hand, with non-compliance with this clause being identified in our most recent distributor audit (due to late information from traders). Unison agrees with the Authority's Code amendment as set out in the consultation paper which ensures that distributors are not unfairly penalised for varying timeframe obligations between distributors and traders.
Vector	We agree with the Authority's proposal to require a distributor to provide the registry manager written notice of having decommissioned an ICP by the later of: 3 business days after the registry manager has advised the distributor that an ICP is ready for decommissioning, and 3 business days after the distributor has decommissioned the ICP.
Wellington Electricity	Wellington Electricity supports this change.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Agree
Network Tasman	Yes
Orion NZ	Yes we agree
PowerNet	Yes. However as further consideration we consider the timeframe for notifying an ICP being Decommissioned could be relaxed to 8 similar business days similar to many other updates. A Distributor Decommissioning an ICP is an end of life step. The ICP will already be Inactive therefore have no impact on reconciliation. Therefore we don't see the urgency a requirement for updating within 3 business days implies
Wellington Electricity	Wellington Electricity supports this change.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Network Tasman	No

Orion NZ	No comments.
PowerNet	As outlined above, our recommendation is the two sub-clauses (i) and (ii) are both changed to “8 business days.....”
Wellington Electricity	Wellington Electricity supports this change. This will align both Retailers and Distributors and it would not put either party at a disadvantage.
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Network Tasman	Yes
Orion NZ	Yes we agree with the objectives.
PowerNet	Yes
Wellington Electricity	Wellington Electricity supports this change.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Network Tasman	Yes, the costs would be minimal. The primary benefit is that a distributor will not be forced to breach the code.
Orion NZ	Yes we agree the benefits of the proposal outweigh its costs.
PowerNet	Yes
Wellington Electricity	Wellington Electricity supports this change.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority’s statutory objective in section 15 of the Electricity</b>

	<b>Industry Act 2010.</b>
Contact Energy	Yes
Network Tasman	Yes. This appears to be the only real solution.
Orion NZ	N/A- no other options were outlined and we offer no other alternative.
PowerNet	By way of another option we refer back to our proposal the number of days should be extended to 8.
Wellington Electricity	Wellington Electricity supports this change.

<b>2018-03</b>	<b>Clarifying the scope of an appeal under clause 8.36</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
Transpower NZ	Transpower stated in the cover letter: <i>The System Operator agrees with the change.</i>
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Metrix	Yes, Metrix agrees the current drafting is misleading and could potentially create unnecessary cost and confusion for participants trying to understand their appeal rights under this provision.
Transpower NZ	The System Operator agrees with the change.
Wellington Electricity	Wellington Electricity supports these changes.

<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Metrix	Yes, Metrix agrees this will make the clause much clearer.
Transpower NZ	The System Operator agrees with the change.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Metrix	Metrix have no comment on the Authority's proposed Code drafting.
Transpower NZ	The System Operator agrees with the change.
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Metrix	Yes, Metrix agrees with the objectives of the proposed amendment.
Transpower NZ	The System Operator agrees with the change.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Metrix	Yes, Metrix agrees that the benefits of the proposed amendment outweigh its costs.

Transpower NZ	The System Operator agrees with the change.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Metrix	Yes, Metrix agrees that the proposed amendment is preferable to the other options.
Transpower NZ	The System Operator agrees with the change.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-04</b>	<b>Clarifying when losing trader must respond to switch move request</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Powerco	<p>We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.</p> <p>The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.</p>
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Agree
Genesis Energy	Yes, in part. However, it does not address all date issues with move switches.
Mercury	No. We do not agree that the losing trader, where determining a different event date to that proposed by the gaining trader, should complete the switch within 5 business days of receiving notice of the switch request from the Registry manager. The Authority's suggestion that the policy intent is that the switch should be completed with this timeframe is inconsistent with the current wording of clause 10(1)(b) of schedule 11.3 of the Code, which clearly states that in these circumstances, the event date of the switch must be within 10 business days of receipt of the switch event notice.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	<p>Contact considers this Code amendment should be referred to the Switching Technical Group (STG).</p> <p>The STG are already considering changes to the switching process and timeframes which may result in this particular amendment being redundant. Implementing this change as a minor Code amendment has the potential to</p>

	<p>require Traders to change switching processes and systems.</p> <p>Contact's preference would be for the STG to assess the problem, identify the most practical solution and implement a single Code and system change (if required) as opposed to potentially changing systems and processes twice.</p>
Genesis Energy	<p>No.</p> <p><b><u>Proposed change.</u></b></p> <p>The solution presented will leave the losing trader in a situation where if the new event date is between 5 and 10 business days after receipt of the notice of switch request, then they will be in breach when completing the switch (as will be outside the timeframe in proposed in (2)).</p> <p><b>Additional issue identified.</b></p> <p>Clause 9(2) allows a gaining trader to request a (possibly correct) event date that is more than 5 business days in the future and as such force the losing trader into breach when they complete the switch. Currently the only defence is to withdraw the switch and if accepted have the gaining trader reprocess the switch request closer to the event date. This is an inefficient outcome.</p> <p>Both these shortcomings can be addressed by amending the response timeframe to be no later than 5 business days of the later of receiving the switch notice (covers back dated event dates) or the event date (covers future dates). Adding this in clause 10(1) means no change to clause 10(2).</p>
Mercury	<p>If the timeframe for completing a switch in these circumstances is reduced to 5 business days, it could create lot of rework later in terms of reading amendments, any metering issues or rectifying the background work. The current 10 business day timeframe allows the losing trader adequate time to initiate investigation and make an informed decision about determining a different event date to that initially proposed.</p>
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	<p>As per question 2, this item should be assessed by the STG.</p>
Genesis Energy	<p>Suggested amended wording</p> <p>10 (1) ... (the "losing trader") must, no later than 5 business days after the later of either</p> <p>(a) receiving the notice referred to in subclause (1), or</p> <p>(ii) the event date,--</p>



	(a) if the losing trader accepts the event date....
Mercury	We support the existing Code wording.
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes, however please see our comments above.
Genesis Energy	Yes, but suggest that all switching related proposed changes should be removed from this omnibus of code change and be dealt with alongside outcomes of Switch Technical Working group.
Mercury	No, see above 1 and 2.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes, however please see our comments above.
Genesis Energy	Yes
Mercury	No, see above, 2.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	No, Contact considers this needs to be assessed by the STG to ensure the Code and associated processes aren't potentially changed twice in short succession.
Genesis Energy	Yes, in that a code change is preferable option
Mercury	No, see above 3.

<b>2018-05</b>	<b>Block dispatch agreement notification</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Transpower NZ	While we agree with the intent to remove unnecessary obligations, we do not agree that all the obligations the Authority proposes to remove are unnecessary, or that they can be classified as technical and non-controversial (see response to Question 2).
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Transpower NZ	No. The drafting removes obligations for written notice to the System Operator when a block dispatch agreement is reached, and when a block dispatch is changed. However, the provision 13.60 (2) only applies to the block dispatch agreement being reached for the first time, and not for subsequent changes. As there is no existing requirement to

	reach agreement to change the block dispatch agreement, removing the written notice obligation means a generator could change its block-dispatch but the System Operator would have no notice of the change, with potential risk for security of supply.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Transpower NZ	Yes. We propose the following re-draft: 13.60 (2) If an agreement for block dispatch, <u>or a change in block dispatch</u> , has been reached the following procedures apply:
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Transpower NZ	Yes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes

<b>2018-06</b>	<b>Amending or rescinding an approved shorter post-default exit period</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	If the end result is that a higher level of prudential security is likely, that's a good thing as it will improve the credit risk involved with electricity market settlements overall.
Meridian Energy	Yes. There is a real risk that a participant's circumstances will change such that the criteria against which the Authority approved a shorter post-default exit period are no longer met. This could easily result in less than efficient levels of prudential security.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	No comment
Meridian Energy	The Authority's proposed solution would be an improvement on the status quo. However, we consider the alternative raised by the Authority to be stronger.

	<p>The Authority's proposed solution relies on the good will and understanding of participants who would dutifully advise the Authority immediately if their circumstances change. We do not think that participants would have appropriate incentives to monitor and promptly report on changes under this proposal, particularly if a participant is at risk of default, which is when real harm might occur.</p> <p>Meridian would prefer it if the Authority granted reduced post-default exit periods for a set period of time, after which the relevant participant would need to reapply. While this might increase costs for some participants, we doubt that the additional cost to reapply would be significant. The majority of work on the application would have been done in the first iteration. An increase in costs is also reasonable – the costs would accrue to those participants that seek shorter exit periods and the benefits of reduced prudential requirements. Requiring reapplications would therefore be better than the proposal at reducing the risk of a shortfall in prudential security.</p>
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No comment
Meridian Energy	No.
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	No comment
Meridian Energy	Yes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	No comment
Meridian Energy	Yes. However, as noted above Meridian consider there to be greater benefits and less risk under the Authority's alternative solution proposed.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	No comment

Meridian Energy	No. As noted above Meridian prefers the Authority's alternative solution.
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<b>2018-07</b>	<b>Clarifying Code requirements for ICP information relating to chargeable capacity</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Network Tasman	Yes
Network Waitaki	We recognise there is confusion over the use of the "chargeable capacity" attribute within Registry. We agree with the assessment that unless "chargeable capacity" is derived from variable information monthly (therefore leads to a variable charge in fact if not definition) it should be recorded in Registry. However, we suggest that isolating this particular parameter misses the point. There needs to be a fundamental evaluation of why this particular attribute is held in Registry in the first place.  Distributor price plans are based on a number of variables. For example, capacity charges are based on fused kVA, or contracted kVA, or apportioned over both. These two kVA parameters are not necessarily the same value. There is also a difference between capacity fused by the distributor (where the fuse only guarantees it will carry at least that load) or fused by a breaker on the consumer's switchboard (which defines the maximum load). Demand charges are

	<p>based on peak kW (or peak kWh in a trading period), which is reassessed periodically and not necessarily related to capacity. There are also power factor charges, power factor correction rebates, load control rebates. It is also possible to include a “supply distance” factor within one of the charges e.g. so many cents per kVA per kilometre per month. Out of these possibilities, the Code has chosen one calculation, and one parameter, a kVA setting, to be recorded in Registry.</p> <p>The inadequacy of this can be demonstrated simply by a distributor having a price plan with a component based on fused capacity, plus a rebate per kVA reduced if a customer contracts to not exceed a lesser amount during certain times of the day.</p>
Orion NZ	Yes we agree
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Network Tasman	<p>No.</p> <p>The solution assumes that only one capacity figure applies for an ICP that has capacity charges. In our case there is a category of ICP (with 4 subcategories) that has two capacity charges: (1) a kVA capacity charge (Customer Demand) that reflects mainly the capacity use of the distribution network; (2) and a kW capacity (Network Demand) related to Transpower’s Interconnection charge, in kW. This applies to about 150 ICPs, our larger connections.</p> <p>The existing Capacity field is numeric, and does not appear able to accommodate multiple chargeable capacities.</p>
Network Waitaki	<p>It solves the symptom identified but not the problem. The solution should be for the Registry to support holding those parameters that do not vary month by month, that the distributor uses when calculating its charges. As these parameters will vary by distributor and ICP, the format within Registry is either an array containing all parameters in use (with distributors populating only the values of relevance to them for the ICP in question), or a table to which distributors can append records per ICP containing the parameters of interest.</p> <p>At present, all parameters other than a single kVA value per ICP must be communicated by distributors directly to the Trader. This makes these parameters invisible to other Traders therefore is an impediment to competition and increases the cost Traders face when gaining consumers.</p>



Orion NZ	<p>No.</p> <p>(1) The proposed solution does not cater for the situation where a pricing category has more than one chargeable capacity component. For example Orion has four chargeable capacity components for its major customer category. It is more appropriate for retailers to contact us to find out the details of pricing for these customers i.e. 'price on application'. Populating only one of the chargeable capacity components will lead to incorrect charging and pricing by traders.</p> <p>(2) The solution proposed may not be adaptable for future arrangements. As you are aware distributors are currently reviewing pricing arrangements to deliver more cost reflective pricing signals. This may lead to more situations where pricing incorporates more than one chargeable capacity component.</p> <p>(3) We suggest that this code change is not minor in nature and should be subject to a wider review as pricing structures evolve.</p>
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	Contact has no issue with the proposed Code drafting. However, we hope there is no unintended consequence of distributors delaying the initial population of the pricing event for a new connection and subsequent update of the status event from 'new' to 'ready' as a result of distributors seeking some certainty over what should be the capacity value at the time of an ICP energisation.
Network Tasman	We suggest that where ICPs have more complex fixed/capacity charges, that these be disclosed in the free-form field so Traders can reference that rather than contacting the distributor when a switch occurs, as is the case for the 150 or so ICPs above.
Network Waitaki	It solves the identified symptom but not the problem.
Orion NZ	<p>Yes. We suggest that there should be opportunity to add 'price on application' to the chargeable capacity field where the chargeable capacity arrangements are more complex. This would require the chargeable capacity field to accept text. To allow this the Code drafting would need to be altered. We suggest the following;</p> <p>(h) if the <b>price category</b> code assigned under paragraph (g) requires a value for the capacity of the <b>ICP</b>, the <b>chargeable capacity</b> of the <b>ICP</b>, as follows:</p> <p>(i) if the <b>chargeable capacity</b> cannot be determined before <b>electricity</b> is traded at the <b>ICP</b>, a</p>

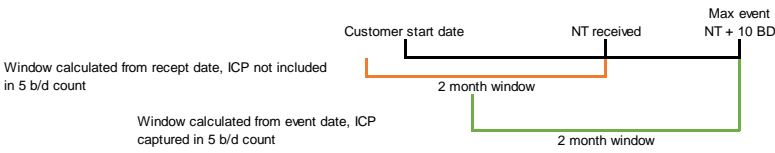
	<p>placeholder <b>chargeable capacity</b>:</p> <p>(ii) if the capacity value can be determined <u>for a <b>billing period</b></u> from the <b>metering information</b> collected for that <b>billing period</b> or <u>where the capacity charging is complex</u>, no <b>chargeable capacity</b>:</p> <p>in any other case, the actual <b>chargeable capacity</b>:</p>
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Network Tasman	Yes
Network Waitaki	It solves the identified symptom but not the problem.
Orion NZ	Yes we agree in principal with the objectives subject to our answers to question 2 and 3.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Network Tasman	As the proposal stands, no.
Network Waitaki	We have no difficulty in providing the information required, other than noting it solves the identified symptom, not the problem.
Orion NZ	Yes we agree the benefits of the proposal outweigh its costs.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity</b>

	<b>Industry Act 2010.</b>
Contact Energy	Yes
Network Tasman	See Q3. In addition, as Distribution pricing develops and becomes more complex, there may be multiple fixed/capacity fields required to be added where the unit type (kW / kVA)
Orion NZ	N/A- no other options were outlined. We offer the alternative suggested in our answer to question 3.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-08</b>	<b>Amending the timeframe for the clearing manager to calculate constrained off/on amounts</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	No comment
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>

Contact Energy	No comment
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	No comment

<b>2018-09</b>	<b>Calculation of switching event dates</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us as a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes in parts. Genesis: <ul style="list-style-type: none"> <li>• Agrees with change of "customer" to "ICP" and</li> <li>• Agrees with intent that qualifier only applies to 1(b)</li> <li>• However, we disagree with 2 months being calculated from the event date.</li> </ul> <p>The rationale of removing this scenario from the 5-business day time frame was to allow adequate time to obtain a special read on which to calculate the switch read if one has not been received in standard reading cycle.</p> <p>From the original code of "... at the time the event date is established..." it is at the time the switch notice is</p>

	<p>received (as that is when the event date is established), not the event date that the 2-month cut off is to be calculated.</p> <p>Changing this to be calculated from the event date shortens the effective ownership period for the qualification applies capturing ICPs under the 5 business day count that previously would be excluded.</p> <p>e.g.</p>  <p>Window calculated from receipt date, ICP not included in 5 b/d count</p> <p>Window calculated from event date, ICP captured in 5 b/d count</p>
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	<p>Contact considers this Code amendment should be referred to the Switching Technical Group (STG).</p> <p>The STG are already considering changes to the switching process and timeframes which may result in this particular amendment being redundant. Implementing this change as a minor Code amendment has the potential to require Traders to change switching processes and systems.</p> <p>Contacts preference would be for the STG to assess the problem, identify the most practical solution and implement a single Code and system change (if required) as opposed to potentially changing systems and processes twice.</p>
Genesis Energy	Yes, other than a minor change in the proposed code to address above.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	As per question two, this item should be assessed by the STG.
Genesis Energy	<p>Suggest proposed Code change be amended to read:</p> <p>(2) For the purposes of determining ... every ICP for which at the date of receiving notice of a switch from the registry manager, the losing retailer was responsible for less than 2 months.</p>
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>

Contact Energy	Yes, however please see our earlier comments regarding the STG.
Genesis Energy	Yes, but suggest that all switching related proposed changes should be removed from this omnibus of code change and be dealt with alongside outcomes of Switch Technical Working group.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes, however please see our earlier comments regarding the STG.
Genesis Energy	<p>No. In respect of change to event, this would create additional complex looping logic in billing systems to fully comply. The cost of which will far outweigh any benefit realised for the customer or industry.</p> <p>Example looping logic complexity:</p> <p>At time of receiving NT (when event date is determined for AN production)</p> <p>Window calculated from NT receipt</p> <p>Is customer start date &gt; NT – 2 months?</p> <p style="padding-left: 40px;">Yes – set event date NT + 5</p> <p style="padding-left: 40px;">No – set event date NT + 10</p> <p style="padding-left: 40px;">Create AN</p> <p>Window calculated from event date</p> <p>Set event date = NT + 5</p> <p style="padding-left: 40px;">Is customer start date &gt; event date – 2 months?</p> <p style="padding-left: 80px;">Yes – create AN</p> <p style="padding-left: 80px;">No – set event date = NT + 10</p> <p style="padding-left: 120px;">Is customer start date &gt; event date – 2 months?</p> <p style="padding-left: 160px;">Yes – event = NT + 5</p> <p style="padding-left: 160px;">create AN</p> <p style="padding-left: 160px;">No – create AN</p>



<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	No, Contact considers this needs to be assessed by the STG to ensure the Code and associated processes aren't potentially changed twice in short succession.
Genesis Energy	Yes, in that a code change is preferable option

<b>2018-10</b>	<b>Requirement to have an arrangement with a customer or embedded generator at an ICP before commencing the switch process</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes
Meridian Energy	No. We are not sure what evidence the Authority has that this problem is real and therefore that the Code amendments are required. The Authority acknowledges that, "practically speaking, a trader would have difficulty trying to switch an ICP using a process other than those prescribed in Schedule 11.3." Meridian submits that in law and in practice there is no way for a trader to switch an ICP without an arrangement with a customer or an embedded generator at the ICP. The Fair Trading Act explicitly prohibits the assertion by a trader that they have a right to payment for unsolicited goods or services. Furthermore, the behaviour would likely be considered conduct that is liable to mislead or deceive under the Act and there would not likely be a valid contract.  Mandating the switching processes in Schedule 11.3, while having no practical impact on consumers, would create

	an inefficient compliance burden. The proposed Code change would mean be that every time an ICP is switched in error, it would be a Code breach. Errors occur as a result of confusion about the address or ICP for a property, generally as a result of poorly addressed ICPs in the registry. Treating such errors as Code breaches would raise non-compliance flags in audits. We would not consider this an efficient outcome given the limited ability for traders to influence the root cause of the registry errors and therefore become compliant.
Vector	We agree with this proposed requirement.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes
Meridian Energy	No. We do not consider there to be a problem requiring a solution.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Genesis Energy	No
Meridian Energy	No.
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes, but suggest that all switching related proposed changes should be removed from this omnibus of code change and be dealt with alongside outcomes of Switch Technical Working group.
Meridian Energy	Yes. However, we consider the objectives to be fulfilled under the status quo.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>

Contact Energy	Yes
Genesis Energy	Yes
Meridian Energy	No.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Genesis Energy	Yes
Meridian Energy	No. The status quo achieves the same outcome without introducing an inefficient compliance burden that would be of no benefit to consumers.

<b>2018-11</b>	<b>Providing submission information to the reconciliation manager</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes
Nova Energy	'The Authority proposes to amend the Code as follows: 1) amend clause 2(1)(b) of Schedule 15.3 to require submission information for all category 1 metering installations or category 2 metering installations at an ICP, rather than allowing the reconciliation participant to choose whether to provide either half hour or non-half hour volume information in situations where there is both.'
Transpower NZ	Clause 2 – we are unsure of what problem has been defined. Clause 8 – we agree with the problem definition but the solution requires redrafting.

Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Partially yes.
Nova Energy	<p>No.</p> <p>It is not clear in the proposed revision that this only covers situations where there is both NHH and HHR metering data available</p> <ol style="list-style-type: none"> <li>1. Is it intended to close the option of submitting NHH data for reconciliation purposes when the site has HHR metering? If so this is not adequately explained or justified. Such change would be significant and should be debated.</li> <li>2. Volume information is not provided <b>with</b> submission types to the Reconciliation Manager. Volume information is provided for submission types, as the submission type is used to determine whether the ICP is provided as NHH or HHR to the Reconciliation Manager, but the submission type itself is not included in the file.</li> </ol>
Transpower NZ	<p><b>Clause 2</b></p> <p>No, we do not agree with the proposed solution. We consider the proposal does not clearly describes that trader choice is being removed or the expected outcome. By inserting <i>any</i> <u>and</u> removing <i>or</i>, <b>all</b> information must be provided for Category 1 and 2 installations that have both types of data. We consider retaining choice for the traders will be more efficient. The intent for choice appears to be still desired by the words “for which the reconciliation participant <u>wants to submit...</u>”</p> <p><b>Clause 8</b></p> <p>No, we do not agree with the proposed solution.</p> <ol style="list-style-type: none"> <li>1. Clause 8 (1) The insertion “reconciliation participant” creates specificity of the obligation on the reconciliation participant to provide submission information. The consequence is that the insertion inadvertently removes existing scope for an agent to prepare the submission information on behalf of the participant.</li> <li>2. Clause 8 (3) is a process applying to submission information (not volume information). The submission information is created from the volume information set under a) – f).</li> </ol>

Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	<p>Contact has concerns that the wording still does not recognise Meter Installation Category 3 – 5 where unmetered load is present. Contact has previously had a small number of Cat 3 LV ICPs with this configuration.</p> <p>In these instances the UML should be submitted as NHH volumes however the code is silent on this requirement in its current format.</p>
Genesis Energy	<p>Genesis agrees with the change in respect of changing 'submission information' to 'volume information'.</p> <p>While we agree with the intent of the change, the drafting has created a greater issue in that it seems to be compelling participants to submit all half hour metering at trading period level. (<i>clause 8 (1) "for each half hour metering installation ... participant must provide...for each trading period"</i>)</p> <p>If this change is intentional then a more fuller consultation is warranted as there are far wider implications apparent.</p> <p>In addition, 8(1) is at odds with 8(1)(b) in that trading period submissions cannot have a non- half hour submission type.</p> <p>Clause change requires redrafting to make it clear that participants have the option of submitting half hour meter installations as either trading period or aggregated information.</p>
Transpower NZ	<p>We propose drafting as follows:</p> <p><b>Clause 8</b></p> <ul style="list-style-type: none"> <li>- Change heading to read "Process to create submission information"</li> <li>- 8 (1) and (2): Remove insertion "<i>reconciliation participant</i>", or add words "or its agent" after <i>reconciliation participant</i>.</li> <li>- For 8 (3): Reinstate word "submission information" under 8 (3).</li> </ul>
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes

Genesis Energy	Yes
Transpower NZ	Clause 2: No. See our response to Question 2 above Clause 8: Yes. See our response to Question 3 above.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	No
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Genesis Energy	No, code drafting needs to be re-visited.
Wellington Electricity	Wellington Electricity supports these changes.



2018-12	Removing repeated obligations to report Code breaches and to publish these reports
Submitter	Comments
<b><i>General comments</i></b>	
Mercury	<p>Mercury stated in the cover letter:</p> <p><i>Where we have not made express comment, we agree with the Authority's proposed changes.</i></p>
Powerco	<p>We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.</p> <p>The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.</p>

2018-13	Timeframe for completing switch event meter reading disputes
Submitter	Comments
<b>General comments</b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b>Responses to questions</b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes
Metrix	Yes, Metrix agrees. We would only get involved if participants request AMI reads. We suggest disputes should remain with Traders.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>

Contact Energy	<p>Contact considers the proposed amendment to be sensible, however we also think that changes outside of this timeframe, particularly switch event meter reading errors that result in significant financial and reconciliation impacts, should still be allowed under the Code so long as both traders agree.</p> <p>Contact believes that a clause including the right to accept switch event meter reading errors outside of the four month time frame should be added in exceptional circumstances to allow traders to submit switch event meter reading changes outside of the four month timeframe. Exceptional circumstances would include where the change is taking place due to one of the following reasons:</p> <ul style="list-style-type: none"> <li>• there is significant financial impact to a customer if the switch event meter reading isn't changed; or</li> <li>• there is a significant impact to the reconciliation process.</li> </ul>
Genesis Energy	Yes
Metrix	Metrix agrees and believes it makes sense to allow 4 months to correct switch reads post the finalisation of the switch, as otherwise the window may close before the Trader knows that they need to raise a dispute.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	As above, Contact considers some thought needs to be given to cases where accuracy of customer billing and energy settlement requires switch event meter reading changes to occur outside of the standard four month timeframe.
Genesis Energy	No
Metrix	Metrix agrees that the proposals re-wording is more efficient.
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes, but suggest that all switching related proposed changes should be removed from this omnibus of code change

	and be dealt with alongside outcomes of Switch Technical Working group.
Metrix	Metrix agrees with the objectives of the proposed amendment.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	Yes
Metrix	Metrix agrees the benefits of the proposed amendment outweigh its costs.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Genesis Energy	Yes
Metrix	Metrix has no comment to make as there are no other options available.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-14</b>	<b>Clarifying requirement for distributors to give written notice of change to network supply point identifier</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Orion NZ	Yes we agree
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Orion NZ	No- the initial problem definition cites that the problem is to ensure that the date notified for an NSP is the date when the original change occurred and not the date when the 15 <sup>th</sup> day is reached and the change is considered

	permanent. The proposed solution goes further by reducing the compliance timeframe for distributors to make the notification and introducing complexity by changing to business days from days for Clause (3) and (4).
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Orion NZ	<p>(1) We are concerned that the change to remove the mix of days and business days has resulted in a business day approach that makes it difficult to implement changes to existing software coding that distributors may have in place to monitor the existing 14 day window. Moving to business days introduces a number of exceptions due to statutory and anniversary holidays that are difficult to code for.</p> <p>(2) Our interpretation of Clause 8(2)(a) is that where a distributor knows a change will be permanent from the date of that change then the notification of that change date should occur no later than 8 business days after the change takes effect. Is there merit in aligning Clause 8(2)(a) with Clause 8(3) given that the effect of Clause 8(3) will be to create a backdating of the change date <b>or</b> should Clause 8(2)(a) be removed aside from moving the qualification around NSP commissioning or decommissioning to Clause 8(2)(b). The Authority itself states that "If a change to an ICP's NSP identifier applies for 10 business days or more, a distributor should not need a further 8 business days after a period of 10 business days, to give written notice to the registry manager."</p> <p>Accordingly we suggest that removing the 8 business day requirement will further reduce complexity and provide clarity of expectations.</p> <p><u>Suggested rewording:</u></p> <p><i>8 Distributors to change ICP information provided to registry manager</i></p> <p>(1)....</p> <p>(2) The <i>distributor</i> must give the notice-</p> <p><del>(a) in the case of a change to the information referred to in clause 7(1)(b) (other than a change that is the result of the commissioning or decommissioning of an NSP), no later than 8 business days after the change takes effect; and</del></p> <p><del>(a) (b) in every other case, no later than 3 business days after the change takes effect</del> <u>(other than a change that is the result of the commissioning or decommissioning of an NSP).</u></p>

Unison Networks	<p>Unison agrees with the Authority that the Code as it is currently drafted under clause 8(3) is not as clear as it could be, both in terms of the actual date of the change and of the timeframe to update the registry with the change in NSP details. We have previously raised concerns with the Authority regarding this clause (in 2015) and requested a Code amendment<sup>2</sup>. While the Authority did not agree with our proposed Code amendment, they did agree that the clause needed to be amended to provide clarity around timeliness and accuracy.</p> <p>In response to Unison’s Code change proposal, the Authority suggested amending the Code to:</p> <p><i>“revoke clause 8(4) of Schedule 11.1 and replace clause 8(2)(a) with:</i></p> <p><i>“8(2)(a) In the case of a change to information referred to in clause 7(1)(b) (other than a change that is that is the result of a decommissioning of an NSP), no later than 18 business days after the change takes effect;”<sup>3</sup></i></p> <p>Unison considers that the above Code drafting is superior to the current proposal as it reduces the complexity of the clause. We have therefore suggested alternative Code drafting below, in line with the Authority’s original feedback to us. Further, we believe the Authority should retain the current 18 business day timeframe, rather than reduce it to 13. We submit that the Authority consider re-drafting this section to the following:</p> <p><b>8 Distributors to change ICP information provided to registry manager</b></p> <p>(1) <i>If information about an ICP provided to the registry manager in accordance with clause 7 changes, the distributor in whose network the ICP is located must give written notice to the registry manager of the change.</i></p> <p>(2) <i>The distributor must give the notice—</i></p> <p><i>(a) in the case of a change to the information referred to in clause 7(1)(b) (other than a change that is the result of the commissioning or decommissioning of an NSP), no later than <u>18</u> 8 business days after the change takes effect, including in the notice the date the change occurred; and</i></p> <p><i>(b) in every other case, no later than 3 business days after the change takes effect.</i></p> <p>(3) <i>A distributor is not required to give written notice of a change of information provided in accordance with</i></p>
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<sup>2</sup> Unison (29 June 2015). *Proposal to amend the Electricity Industry Participation Code 2010.*

<sup>3</sup> Electricity Authority (29 September 2015). *Assessment Form: Switching ICPs within the same balancing area – exception from Clause 8 of Schedule 11.1.*

	<p><i>clause 7(1)(b) if the change is for less than <u>10 business days</u> <del>14 days</del>.</i>  <del>(4) If a change of information provided in accordance with clause 7(1)(b) is for more than 14 days, subclause (2) applies as if the change had taken effect on the 15<sup>th</sup> day after the change takes effect.</del></p> <p>Unison also notes that our request for a Code amendment relating to price category code changes<sup>4</sup> has not been included in the 2018 Code Omnibus. We have brought this to the attention of the Authority and have been advised that amendments relating to this proposal will be consulted on as part of another paper being in the second half of 2018.</p> <p>Finally, Unison is concerned that there are ongoing amendments being made to the Code that in sum are adding complexity rather than making the Code easier to understand. We submit that the Authority consider undertaking a wider Code review with the aim of simplifying the requirements on participants.</p>
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Orion NZ	Yes we agree with the objectives subject to the impact on Trader administration of backdating NSP change dates where this hasn't occurred before (i.e. where distributors have used the 15 <sup>th</sup> day as the change date).
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Orion NZ	No there may be cost impact of coding and process changes required by some distributors due to the change from 14 days to 10 business days for monitoring of NSP changes.
Wellington Electricity	Wellington Electricity supports these changes.

<sup>4</sup> Unison (21 September 2015). *Proposal to Amend the Electricity Industry Participation Code 2010*.



<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Orion NZ	N/A- no other options were outlined by the Authority. See our answer to question 3.
Wellington Electricity	Wellington Electricity supports these changes.

2018-15	Clarifying clauses 19, 21, and 22 of Schedule 15.2
Submitter	Comments
<b>General comments</b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b>Responses to questions</b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Transpower NZ	Yes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Transpower NZ	Yes, in principle, but not as drafted.  The insertion "the relevant reconciliation participant..." creates specificity of the obligation on the reconciliation participant to provide submission information. The consequence is that the insertion inadvertently removes existing scope for an agent to prepare the submission information on behalf of the participant.

<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	Contact recommends the proposed changes be extended to also cover half hour readings / interval data (Clause 17) and in particular estimating / revision of interval data up to a permanent estimate reading such as a switch loss estimate.
Transpower NZ	Yes, we propose the words "or its agent" are inserted after the words reconciliation participant, or redraft so that the reconciliation participant has the obligation to ensure the process is done, rather than being the party that must do it.
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Transpower NZ	Yes, subject to redrafting as above.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes

<b>2018-16</b>	<b>Switching ICPs with category 3 or higher metering installations that have advanced metering infrastructure (AMI) components</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	No, Contact does not agree with the problem statement.  While CT meters may be able to be interrogated by a MEP or their agents back office data collection platform that also reads AMI whole current meters – we believe this does not qualify category 3 or higher CT metered installations as AMI. No switch read is required to be provided nor can the CT meter perform any smart services such as remote disconnection / reconnection / load limiting functions that would usually be expected of an AMI device.  Contact believes the same outcome could be achieved by applying a validation within the registry to explicitly prevent the AMI flag being applied to category 3 or higher CT metered installations.
Genesis Energy	Yes
Metrix	Metrix agrees with the Authority's problem definition.

<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Contact considers this Code amendment should be referred to the Switching Technical Group (STG). The STG are already considering changes to the switching process and timeframes which may result in this particular amendment being redundant. Implementing this change as a minor Code amendment has the potential to require traders to change switching processes and systems. Contact's preference would be for the STG to assess the problem, identify the most practical solution and implement a single Code and system change (if required) as opposed to potentially changing systems and processes twice.
Genesis Energy	No. While the code change addresses an inefficiency introduced by a previous code change, it does so on the assumption that the gaining trader switch process will only ever be used for category 3 or above ICPs. It is not unforeseeable, in circumstances, where a half trading participant switching in an ICP from a non-half hour participant may wish to supply the switch read as they have faster access to more accurate data.
Metrix	Metrix agrees with the Authority's proposed solution.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	As per our response to question two, this item should be assessed by the STG.
Genesis Energy	No
Metrix	Metrix believes this caters for AMI meters.
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes, however consider this needs a wider view as is being considered by the STG.
Genesis Energy	Yes – in so far as it is limited to correcting a current issue, but suggest that all switching related proposed changes should be removed from this omnibus of code change and be dealt with alongside outcomes of Switch Technical Working group.
Metrix	Metrix agrees that this caters for the Traders switching process to be more efficient.

<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes, however consider this needs a wider view as is being considered by the STG.
Genesis Energy	Yes
Metrix	Metrix agrees the benefits of the proposed amendment outweigh its costs.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	No, Contact considers this needs to be assessed by the STG to ensure the Code and associated processes aren't potentially changed twice in short succession.
Genesis Energy	No, consideration seems to have been given that switching process determination need not be driven by Registry flag combinations, e.g. could be by participant decision making and advice.
Metrix	Metrix make no comment as there are no other options available.

<b>2018-17</b>	<b>Removing the defined term “customer” from Part 1</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Powerco	<p>We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.</p> <p>The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.</p>
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	No. Apart from the use of “customer” in the definition of “distributed unmetered load” (where it is mistakenly bolded), the use of the term “customer” <b>in bold</b> (i.e. where “customer” means a person who purchases, or has agreed to purchase, electricity from a retailer at a specific ICP) is relevant and correct. The confusion therefore arises where the word “customer” is written in bold and not in bold making it difficult for some to understand when to use the defined term (in bold) and when to use the common English term (i.e. “electricity customer”) when not in bold.
Genesis Energy	<p>No. We see there being value in retaining the definition of ‘Customer’. The definition is a useful interpretation tool and works to effectively limit the scope of the defined term from its ordinary meaning under the Oxford Dictionary, that being “a person who buys goods or services from a shop of business”. For it to be relevant to the Code generally, we suggest amending the definition to read: <i>“A person who has a supply of electricity available for consumption from a retailer, and includes a person who has applied to receive a supply of electricity.”</i></p> <p>This should remove the confusion which exists with the current drafting while providing some clarity as to who a customer is.</p>
Mercury	Yes

Orion NZ	Yes we agree however the extent of the problem, that would initiate a change, is unclear from the information provided
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	The proposed solution resolves an incorrect definition of the problem, and the problem definition proposed in Question one above.
Genesis Energy	As above.
Mercury	Yes, subject to our comments in Q3.
Orion NZ	Yes we agree subject to question 1. In addition we are uncertain whether the removal of the definition of customer may result in a broadening of the meaning of customer to include electricity customers who buy <b>and sell</b> electricity from <b>traders</b> (i.e. not just retailers). We're not sure what implications this may have. For instance many of the clauses where the defined term customer is to be replaced also refer to embedded generators however if the ordinary meaning of customer includes sellers of electricity then does embedded generator require its own mention? There may be opportunity for further simplification.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Genesis Energy	We have proposed new drafting to hopefully remove the confusion. We also consider that the new drafting could include a reference to its application being limited to Part 1 only leaving it clear to the reader that the definition of "Customer" in that section does not also apply to Schedule 12.4.
Mercury	Two further amendments may be helpful for clarity: a) We suggest each use of (undefined) "customer" expressly refer to the party with whom the customer has a relationship. In most cases, this will either be a retailer or a trader. This type of amendment could be made to



	<p>the following clauses:</p> <ul style="list-style-type: none"> <li>- Definitions of “distributed unmetered load;”, “ICP” and “loss of communication” in clause 1.1;</li> <li>- 9.28;</li> <li>- 11.15AC;</li> <li>- 11.31(2); and</li> <li>- 9(1)(k) and 17(2) of Schedule 11.1.</li> </ul> <p>b) It may also be worthwhile introducing a specific definition of “end use customer”, as referenced in clauses 12.43(8)(b), 12.117(9), 12.131(3)(d)(ii) and 12.131(3)(d)(ii)(B).</p>
Orion NZ	Yes see answer to question 2.
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	No. We rely on the definition of Customer in the interpretation of the Code. It is an essential part of the framework of the Code.
Mercury	Yes
Orion NZ	Yes we agree with the objectives.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	N/A
Mercury	Yes

Orion NZ	Yes we agree the benefits of the proposal outweigh its costs.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Genesis Energy	This amendment is not relevant to section 15 of the Electricity Industry Act 2010 as the purpose of the amendment is to provide clarity as to the meaning of "customer" and remove any ambiguity.
Mercury	Yes, subject to our comments in Q3.
Orion NZ	N/A- no other options were outlined and we offer no other alternative.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-18</b>	<b>Update to security forms under Schedules 14A.2 to 14A.</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
NZX	<p>This submission is only covering some minor formatting issues in the schedules of 2018-18 We have had these reviewed and only have these very minor formatting edit. I am using the page numbers to direct to the area that is being commented on.</p> <p>Page 99 Mid page, Schedule 14A.3 The number "8" should be number "1"</p> <p>The number "9" should be number "2"</p> <p>Page 106 Mid page, Schedule 14A.4 The "To:" line should not break mid way through, before the "Clearing Manager" The "[address]" should be indented to match the lines above and below.</p> <p>Page 107 1/3 down the page The [Note:... should not have a break after "as a".</p> <p>Page 109</p>

	<p>Top of page</p> <p>There should not have a break after "execution"</p>
Powerco	<p>We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.</p> <p>The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.</p>
<b>Responses to questions</b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Genesis Energy	We agree that the documents are outdated, unclear, and complicated.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Genesis Energy	<p>We note that the statement “not consulting on this section” has been inserted because the Authority is satisfied that the nature of the proposed amendment is technical and non-controversial and doesn’t change the purpose or effect of the obligations or level of security in the current forms. We have reason to disagree as set out below.</p> <p><b>Query:</b> Have the banks been engaged and approved the proposed changes to the Bank Guarantee and Letter of Credit? It will be their decision as to whether the documents remain enforceable after the changes.</p>
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Genesis Energy	<p>Please consider the following changes:</p> <p><b><u>Guarantee</u></b></p> <ol style="list-style-type: none"> <li>1. Drafting Note: Point 3 is now difficult to read without the explanation of how it is that certain events could affect, discharge or diminish the guarantee. In-order for the document to be easier to understand, the</li> </ol>

	<p>insertion of events such as those noted in clause 2.2 of the Deed of Guarantee and Indemnity would be useful.</p> <p>2. Point 6, remove “you” and insert “the Clearing Manager”;</p> <p><b><u>Deed of Guarantee and Indemnity</u></b></p> <p>3. Clause 1.2, “Clearing Manager” should read the “Beneficiary”;</p> <p>4. Deletion of old clause 4 is quite fundamental to the obligations of the Beneficiary. This should be reinstated.</p> <p>5. Assignment: the deleted words should be reinstated as that an amalgamation does not include an assignment and it is the continuing company that continues not a ‘successor’.</p> <p>6. Costs and expenses: by deleting “hold harmless”, this fundamentally changes the scope of the indemnity clause. Further to this, by deleting “from and against” also changes the scope of the indemnity.</p> <p><b><u>Letter of Credit</u></b></p> <p>7. Delete the first reference to “Beneficiary” and insert “Clearing Manager”.</p> <p>8. Banking payment details on page 107 need to be confirmed by a bank. I am not confident that they use SWIFT numbers these days.</p> <p><b><u>Surety Bond</u></b></p> <p>9. Certain wording in the first para need to be reinstated – where successors and assigns are joint and severally bound, reference to NZD.</p>
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Genesis Energy	Yes, agree with the objectives of amending the documents to address the issues in the Problem Definition but only to the extent that the documents don’t lose their enforceability.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>

Genesis Energy	Yes, but only to the extent that the documents don't become unenforceable.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Genesis Energy	N/A – there are no other options.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-19</b>	<b>Making volume information permanent</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	No. See below for further explanation.
Transpower NZ	Yes.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	No. There is an advantage in knowing what level of volume (albeit very small) involved in the final month 14

	allocation is based on estimation. The proposal to amend the definition of Permanent Estimate will lose this transparency.
Transpower NZ	Yes, in principle, but not as drafted. For clause 4 (2), the insertion creates specificity of the obligation on the reconciliation participant to provide submission information. The consequence is that the insertion inadvertently removes existing scope for an agent to prepare the submission information on behalf of the participant.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Genesis Energy	No
Transpower NZ	Yes, we propose the words "or its agent" are inserted after the words reconciliation participant, or redraft so that the reconciliation participant has the obligation to ensure the process is done, rather than being the party that must do it.
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Genesis Energy	No, Genesis disagrees that accuracy of metered quantities will improve as changes proposed reflect what is practice currently.
Transpower NZ	Yes
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes



Genesis Energy	<p>No. The evaluation of benefits is overstated in that;</p> <ul style="list-style-type: none"> <li>• The example used of new ICPs is not relevant to the problem as defined and in any case there is no requirement to convert to permanent estimate in first month.</li> <li>• There is no benefit in increased accuracy as result of proposed change as it reflects current practice.</li> <li>• If cost of attending to non beneficial breach process is an issue for the Authority, there are less costly alternatives available.</li> </ul>
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Has the Authority considered allowing both gaining and losing traders of an ICP to pause the switch process to require a customer to provide access to enable an actual meter read to be retrieved and allow the switch to be completed? Given the small number of affected ICPs this is not expected to be a barrier to completion or switching but rather is an opportunity to resolve long standing access issues when the customer is actively engaged with traders during the switching process.
Genesis Energy	No, no exploration as to altering the requirement to have 100% of reads to be noted as Permanent Estimates at month 14 does not seem to have been undertaken.
Wellington Electricity	Wellington Electricity supports these changes.

<b>2018-20</b>	<b>Shorter timeframes for gaining metering equipment provider (MEP) to receive and provide notifications</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Powerco	<p>We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.</p> <p>The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.</p>
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	<p>Contact considers the proposed change to mandate that traders must provide advance notice of an MEP notification to the registry to be against the core purpose of the registry.</p> <p>The registry is considered a database of record as opposed to a service order or workflow tool which is where this particular amendment looks to be heading. All other registry maintenance interfaces contain information or records that have been confirmed after an event has occurred. By introducing a forward or future notification process it could introduce unconfirmed or inaccurate information in the registry that would require manual intervention for no significant benefit.</p> <p>Contact considers that if timeliness of updates is a potential issue then the registry functionality could be amended to enable MEPs to populate metering information prior to trader notification. It is unlikely that MEPs would knowingly or incorrectly populate metering information where they are not responsible for the metering installation at an ICP. This could also be validated when the trader populates the MEP if this is not done prior to the MEP populating the metering information.</p> <p>The proposal within 2018-20 also requires that gaining MEPs must have an arrangement with a Trader which would potentially now enable registry updates to take place without explicit acceptance of MEP responsibility.</p>

Genesis Energy	<p>The issues described do occur though the most common scenario leading to switching delays is not included.</p> <p>This occurs when the meter change is a result of metering change driver by the (metering equipment provider) MEP and/or distributor not the trader. In these cases, if the MEP needs changing the notification would have been sent some time prior to change event. Delay in switching is caused by the period allowed for the MEP to update the Registry under clause 3 of Schedule 11.4 being substantially longer than the switch timeframes, or the MEP exceeding their allowed timeframe.</p> <p>The inefficiencies brought about by the manual work arounds are of the traders own making. There is no need to enact the work arounds to 'enable the switch to proceed'. The switch can sit awaiting the delivery of the correct CS file once the MEP updates the Registry. If this causes the switch to exceed the switch timeframes, the focus of any process improvement will be on the appropriate areas.</p> <p>Whether work arounds are used or switches left to run the actual impact on the customer (delay in commencement of billing by the new trader) is the same as they have no concept or visibility of internal industry file transfers.</p>
Mercury	<p>No, the current timeframes do not cause inefficient outcomes. It makes sense for retailers to nominate the MEP after the provider has installed the relevant installation. A customer may request for a metering installation to not eventuate in which case notifications made in advance would need to be withdrawn. Our systems also are automated to notify the registry after the meter has been installed. To do a manual process would be inefficient and the automated process would mean duplication of notification which could cause confusion.</p>
Meridian Energy	<p>Yes.</p>
Metrix	<p>Metrix agrees with the Authority's problem definition. Our current practice is that we accept daily.</p>
Network Waitaki	<p>We agree that timeframes in the MEP change process ought to be reduced.</p> <p>However, there is another time period that has not been included in this discussion. A gaining MEP has 15 business days from the effective date of acceptance to provide the registry metering records to the registry manager as per clause 2 of schedule 11.4 "Gaining metering equipment provider to advise registry manager of registry metering records".</p> <p>Given that a gaining MEP can accept the handover for a future date, this can give a considerable period of time both for a gaining MEP to prepare themselves, and then another three elapsed weeks before the change becomes apparent in the Registry website. In the period between the gaining MEP accepting the request, and submitting their first metering event update to Registry, it is far from clear to users of the Registry website which MEP has responsibility for the installation e.g. if a existing meter reaches the end of its certification dates or a component other</p>

	<p>than the meter (e.g. CT, load control device, data logger) fails and needs to be replaced.</p> <ol style="list-style-type: none"> <li>1. All timeframes here need to be compressed to prevent registry update rework.</li> <li>2. The registry website ought to show there is a gaining MEP that has accepted responsibility and the date this becomes effective.</li> <li>3. On that date, the registry website ought to show the gaining MEP as being the MEP for the installation(s). This could be as simple as the Registry inserting a metering event at 12:01am on that date, all details the same as previous other than the MEP attribute. If the gaining MEP later creates its own registry event for that date, this will simply replace the default event as per standard Registry function.</li> <li>4. The losing MEP ought to be prevented from dating Registry metering events after the effective date of handover (but can specify meter events up to the preceding day). At present there is no restriction until the gaining MEP creates their first metering event, and then the losing MEP is only restricted from the effective date of that event, rather than the effective date of handover.</li> <li>5. The gaining MEP ought to be prevented from dating Registry metering events before the effective date of handover.</li> </ol> <p>There also ought to be limits within Schedule 11.4 Clause 1(a)(ii)</p> <ol style="list-style-type: none"> <li>1. For how far into the future the gaining MEP can state the proposed date for changeover, and</li> <li>2. To prevent the proposed date from being in the past, and</li> <li>3. To define the term “becoming the meter equipment provider” in clause 2 in terms of that proposed date i.e. ...working days after assuming responsibility of being the meter equipment provider.</li> </ol> <p>The Registry Functional Specification, MEP Switching, clause 1.12.12 also states that MEP responsibility commences from the event date of their first metering event sent to Registry. It should instead be on the transfer date of the MN notification, unless a default event is created as suggested above.</p>
Nova Energy	Yes
Transpower NZ	<p>No, we raise two issues.</p> <p><b>Issue 1.</b> The existing practice is efficient because no response by an MEP means that the MEP does not want to be responsible for the ICP.</p> <p>Under the change, new costs would be imposed on the MEP because it would have to monitor the registry to see whether it has been nominated by a trader. Currently the MEP does not need to monitor the registry.</p>

	<p>If a nomination is in error (for example our discovery, during a registry clean up, that Transpower was confused with Trustpower) then Transpower would be in breach if it did not positively respond.</p> <p><b>Issue 2.</b> The new drafting at sub clause 2A assumes that a trader must have an arrangement with the MEP before entering the MEP on the registry. However, it is possible that an MEP has the relationship with the connecting party. We consider the new drafting should not inadvertently limit possible arrangements for who arranges for meter installation.</p>
Vector	<p>We strongly agree with this proposed requirement and solution.</p> <p>Late nominations to MEPs have been a source of major frustration for our metering business since the commencement of Part 10 of the Electricity Industry Participation Code 2010 (the Code). This has resulted in regular audit breaches, which require the time-consuming process of following up nominations.</p>
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	<p>As outlined in response to question one, Contact believes that there are alternative solutions that will enable MEPs to populate registry metering information in a timely manner without the need for forward notifications.</p>
Genesis Energy	<p>No in two aspects.</p> <p>It does not address non-trader driven changes leading to delays as discussed above.</p> <p>For trader driven changes, (that the proposal does address) the most common occurrence is new connections. The proposed new clause of proposing the MEP before or at the same time as sending the MEP work request is our standard practice currently.</p> <p>Unfortunately for between a <math>\frac{1}{3}</math> and <math>\frac{1}{2}</math> of all our new connections we cannot update the Registry with the MEP nomination as the distributor has not updated the ICP status to Ready (though it is ready at site). In these scenarios, the MEP is instructed to proceed with the work and we monitor the ICP daily and send the MEP nomination as soon as the ICP status is updated.</p> <p>If the new clause was mandated as proposed, for these ICPs there would be an unintended consequence of a delay in new connection timing for the customer (who at this stage is generally a contractor) as we could not instruct the MEP to proceed until the ICP status is updated. This delay is generally a 2 – 3 days but we have had examples go out for a couple of months.</p> <p>A potential solution to the new connection issue could be to allow Traders to claim an ICP and nominate an MEP at NEW status and to allow MEPs to create a meter record at any status.</p>

Mercury	No. The status quo is more sensible and efficient. See Q1.
Meridian Energy	<p>In part.</p> <p>Meridian considers there to be ambiguities in the proposed solution that the Authority needs to consider and address:</p> <ul style="list-style-type: none"> <li>• The proposed amendment creates some uncertainty regarding the interaction between new clause 9(2A) and existing clause 10 of schedule 11.1. Clause 10 provides that if information about an ICP provided to the registry in accordance with clause 9 changes, the trader who trades at the ICP must notify the registry of the change within 5 business days. In the event that a trader has already provided the participant identifier of the MEP to the registry under clause 9(2A) but there is later another change in metering or in the MEP responsible for the ICP, it is unclear whether the trader is required to again provide the information <i>on or before</i> the day they ask for the change (under clause 9(2A)) or whether they have 5 business days (under clause 10) to give notice to the registry of the change in information previously provided. The proposed drafting will need to clarify how these two clauses will interact.</li> <li>• We support requiring traders to provide the registry manager with the participant identifier of the MEP at an ICP on or before the day the trader asks the MEP to install metering or the MEP assumes responsibility. However, we note that there will inevitably be cases where a different MEPs equipment is installed to what has been nominated or when metering is changed as a result of a fault that is not anticipated. Those situations could necessitate traders providing an update to the registry manager of the participant identifier of the MEP at an ICP. Again, it is unclear whether the trader in this situation has 5 business days (under clause 10) to give notice to the registry of the change in information previously provided or whether the trader might be in breach of the Code as they would be providing the registry manager with information <i>after</i> asking the MEP to install metering or the MEP assuming responsibility for the ICP.</li> </ul> <p>Meridian also considers the proposed solution to inadequately address some of the problems identified by the Authority:</p> <ul style="list-style-type: none"> <li>• Two of the problems identified by the Authority are (emphasis added):  <i>Traders quote to consumers on the basis of <u>out-of-date metering records</u> in the registry</i>  and  <i>Traders encounter inconsistencies between the <u>metering records</u> in their switch completion files and <u>out-of-date metering records</u> in the registry</i></li> </ul> <p>The Authority's proposal does not address these problems, specifically, the proposed amendment to clause 1</p>

	<p>of schedule 11.4 only deals with the timeframes related to the acceptance or rejection of the MEP nomination not delays in the provision of updated metering records themselves.</p> <p>Clauses 2 and 3 of schedule 11.4 contain requirements for MEPs to advise the registry of the metering records of installations at the ICP or changes to them within 15 or 10 business days. The Authority has not proposed any changes to these timeframes. Meridian considers changes to be necessary to reduce these timeframes in order to mitigate inefficient problems such as:</p> <ul style="list-style-type: none"> <li>○ traders quoting based on out-of-date registry's metering records; or</li> <li>○ registry rejection of switch completion files due to mismatches between the metering records in the file and the registry.</li> </ul> <p>Meridian submits that the timeframes in clauses 2 and 3 of schedule 11.4 should be aligned with the obligations of other participants in relation to the update of registry information, namely 5 business days following the relevant event date.</p>
Metrix	Metrix agrees with the Authority's proposed solution as this will minimise impact for updating metering records.
Network Waitaki	Addresses the identified issue, but this is not the complete problem. There is insufficient visibility of the progress of the MEP change-over in the Registry website. There is a present risk that a losing MEP will not realise it has retained responsibility for an ICP it thought it had lost, remaining responsible for a metering installation that it should not be responsible for and getting penalised in audits for this.
Nova Energy	Yes, but currently we don't have the technology to automatically generate a reject file. We are happy to once we are able to. Perhaps 12 months' notice before implementation?
Transpower NZ	No.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Genesis Energy	No
Mercury	We think the current Code rules are practicable and efficient.

Meridian Energy	<p>Yes. Additional Code changes may need to be drafted in recognition of the matters raised by Meridian.</p> <p>We also suggest that while this part of the Code is being re-drafted the Authority should revoke clauses 10(3) and (4) of Schedule 11.1 as those clauses expired on 26 September 2013. Removing those clauses would make the Code cleaner and simpler to understand.</p>
Metrix	Metrix agrees that the proposals re-wording is more efficient.
Network Waitaki	Does not solve the problem of incompatibility between Code and Registry Functional Specification for when MEP responsibility changes. As stated above, the transfer of responsibility from losing to gaining MEP should be defined in terms of the transfer date notified to Registry by the gaining MEP in the MN notification, which is not the present definition in Registry, and arguably not the present definition of the Code Schedule 11.4 clause (2).
Nova Energy	No
Transpower NZ	<p>Yes.</p> <ul style="list-style-type: none"> <li>• Schedule 11.4 Clause 1 (b): reinstate the “may” in “may, if it intends to decline responsibility...”</li> <li>• New clause 2A: Redraft to not restrict who can request the MEP installs the meter.</li> </ul>
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Contact can see some benefit in the reduction of time taken for MEPs’ information to be populated in the registry, however this can be enabled through alternative solutions as opposed to introducing what could be considered as a workflow or service order process to the registry.
Genesis Energy	Yes, with the principle aim of decreasing the update time of the Registry.
Mercury	No. See responses to Q1 and Q5.
Meridian Energy	Yes.
Metrix	Metrix agrees that this will promote efficiency.
Network Waitaki	Agree, but it should be complete.



Nova Energy	Yes
Transpower NZ	<p>No.</p> <ul style="list-style-type: none"> <li>• For the nomination process, the existing practice of no response by an MEP already provides the same outcome and should be retained. The obligation for the nominating party to monitor whether an MEP has responded should also be retained.</li> <li>• For meter installations, the new drafting at 2A inadvertently restricts arrangements for who can request the installation.</li> </ul>
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Contact considers that the costs associated with system changes have been significantly underestimated. The costs to change Contact's systems to incorporate the proposed changes would outweigh the benefits of the proposed amendment.
Genesis Energy	No, in that the proposal introduces a new inefficiency and the issues generated by the switching workarounds can be resolved without code change to address in flight switches and there is already a process for addressing per completed switch MEP changes.
Mercury	For new connections Mercury's process would need to change which would be difficult and costly. Mercury's systems are designed to create an automated file which is sent to the Registry. Notification in advance would require a file to be manually created and sent to the Registry. Because our system is automated, double notification could also cause confusion. The current arrangement is efficient. The Authority's proposal will only result in costs being incurred for no real benefit.
Meridian Energy	Yes.
Metrix	There is no cost to Metrix as we currently advise when we decline a MEP nomination and turn around is within 24 hours. Overall Metrix agrees the benefits outweigh the costs involved.
Network Waitaki	We cannot quantify other participant's costs, but the value to us of being clear and consistent about when MEP responsibility transitions is high.
Nova Energy	Yes

<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	As outlined earlier, Contact considers there are alternative solutions that will provide a wider benefit if MEPs can update registry metering records without Trader notifications.
Genesis Energy	No, the proposed solution does not address the whole issue.
Mercury	See our response to Q3.
Meridian Energy	The Authority has not identified alternative options.
Metrix	Metrix believe this is N/A as there are no other options available.
Nova Energy	Yes

<b>2018-21</b>	<b>Decommissioning a metering installation</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Powerco	<p>We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.</p> <p>The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.</p>
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Mercury	We agree that the clauses in 11.18 and 11.18B may cause confusion. However, the Authority's proposal requiring the responsible MEP to advise the responsible participants (for interrogating the metering installation) of when a decommissioning will occur may not be practicable and needs clarification.
Metrix	Metrix agrees that it appears that a conflict exists.
Nova Energy	No. The problem definition is confusing.
PowerNet	Yes, we agree with the described anomaly
Vector	We agree with the Authority's proposed Code amendments to clarify the process of decommissioning a metering installation.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>

Contact Energy	Yes
Mercury	We are concerned how the Authority's proposal (in placing the responsibility on the MEP to notify the participant responsible for interrogating the metering installation of when the decommissioning will occur) would work in practice given MEPs don't have a direct relationship with the consumer and it is the consumer who mostly initiates decommissions.
Metrix	Metrix agrees with the Authority's proposed solution.
Nova Energy	In all cases no installation shall be decommissioned until the MEP confirms: Meter removal, de-energisation, final interrogation and provides said final interrogation to traders.
PowerNet	Yes
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Mercury	We support the proposed drafting change except we suggest the Authority should reconsider: <ul style="list-style-type: none"> <li>a) if it is always practical for MEPs to advise responsible participants of the decommissioning taking place; and</li> <li>b) how this process would work given consumers will initiate the decommissioning but don't have a relationship with the MEP.</li> </ul>
Metrix	Metrix has no comment to make in relation to the Authority's proposed Code drafting.
PowerNet	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Mercury	Yes.
Metrix	Metrix agrees with the objectives of the proposed amendment.

PowerNet	Yes
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Mercury	Yes.
Metrix	Metrix agrees the benefits of the proposed amendment outweigh its costs.
PowerNet	Yes
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Mercury	Yes, but see our comments in Q3.
Metrix	Metrix has no comment as there are no other options available.
PowerNet	No other options applicable

<b>2018-22</b>	<b>Clarifying when a reconciliation participant may connect or electrically connect certain points of connection</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Metrix	Metrix agrees with the Authority's problem definition.
Orion NZ	Yes we agree
Vector	We agree with the Authority's proposed amendments clarifying when a reconciliation participant may connect or electrically connect certain points of connection. We agree that these amendments would significantly address issues (such as confusion and higher risk of unaccounted for electricity) created by the relevant clauses, as currently worded.
Wellington Electricity	Wellington Electricity supports these changes.

<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	No. Contact disagrees with the proposed changes relating to issue two – connecting shared unmetered load. The proposed change allows for load to be connected without any trader agreement or request. This often means the trader has no agreement with the customer for this unmetered load portion of a customer's supply. Contact recommends that no new shared unmetered load be connected by a distributor without all traders impacted having agreed and accepted that their affected ICPs will be responsible for this shared unmetered load.
Metrix	Metrix agrees with the Authority's proposed solution. The proposed code amendments clarify the responsibilities of both Traders and MEP's and there is no significant change to MEP/ATH processes
Orion NZ	No. In relation to shared unmetered load and proposed changes to clause 10.33(1)(b) is the Code change intent that electrical connection and temporary electrical connection as a result of maintenance activity and emergency repairs be subject to the notification requirement? Where a shared unmetered load is a light there is normally no impact on reconciliation where maintenance or repairs are carried out in the daytime. However if the light is compromised at night say by a car accident, and given the materiality of the consumption, is it proportionate that every trader be notified of a temporary electrical connection at the completion of the repairs? GIS tracking provides connectivity between the transformer and the UML ICP but provides no direct trace to the ICPs sharing the UML ICP consumption for notification. We do not believe that the benefit of being notified that the shared unmetered load has been connected following repairs outweighs the cost of implementing notification processes.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	Contact recommends clause 10.33(1)(b) and 10.33A(1)(b) be reworded to include the requirement for all affected traders to agree to the creation of this shared unmetered load and the assignment of their share of this unmetered load to its ICPs.
Metrix	Metrix has no comment to make in relation to the Authority's proposed Code drafting.
Orion NZ	Yes see answer to question 2.
Wellington Electricity	No

<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Metrix	Metrix agrees with the objectives of the proposed amendment.
Orion NZ	Yes we agree with the objectives.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	Yes
Metrix	Metrix agrees the benefits of the proposed amendment outweigh its costs.
Orion NZ	Yes we agree the benefits of the proposal outweigh its costs.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes
Metrix	Metrix has no comment as there are no other options available.
Orion NZ	N/A- no other options were outlined and we offer no other alternative.
Wellington Electricity	Wellington Electricity supports these changes.



<b>2018-23</b>	<b>Editorial corrections to the Code</b>
<b>Submitter</b>	<b>Comments</b>
<b><i>General comments</i></b>	
Mercury	Mercury stated in the cover letter: <i>Where we have not made express comment, we agree with the Authority's proposed changes.</i>
Meridian Energy	In addition to the editorial corrections proposed by the Authority we have identified a drafting error in clause 13.71(1)(b) of the Code. That clause contains a reference to clause 13.19(1)(a)(iii) which no longer exists. The likely intention is for the reference to instead be to clause 13.18A(1).
Powerco	We support the proposed amendments. Powerco has reviewed the proposals that affect us a distribution business. The clarifications will assist us with compliance assessments.  The brevity of this submission is a (positive) symptom of the effort that Authority staff took to express the proposals with clarity and brevity. This up-front effort means the process to review is user-friendly and efficient, despite the nature of the content.
<b><i>Responses to questions</i></b>	
<b>Question 1</b>	<b>Do you agree with the Authority's problem definition? If not, why not?</b>
Contact Energy	Yes
Metrix	Metrix agrees with the Authority's problem definition.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 2</b>	<b>Do you agree with the Authority's proposed solution? If not, why not?</b>
Contact Energy	Yes

Metrix	Metrix agree with the Authority's proposed solution. We also agree that the amendments are editorial corrections to the relevant code provisions, and do not alter the effects of the relevant provisions.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 3</b>	<b>Do you have any comments on the Authority's proposed Code drafting?</b>
Contact Energy	No
Metrix	Metrix are happy with the Authority's proposed Code drafting.
Wellington Electricity	No
<b>Question 4</b>	<b>Do you agree with the objectives of the proposed amendment? If not, why not?</b>
Contact Energy	Yes
Metrix	Yes, Metrix agrees with the objectives of the proposed amendment.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 5</b>	<b>Do you agree the benefits of the proposed amendment outweigh its costs? If not, why not?</b>
Contact Energy	No
Metrix	Yes, Metrix agrees the benefits of the proposed amendment outweigh its costs.
Wellington Electricity	Wellington Electricity supports these changes.
<b>Question 6</b>	<b>Do you agree the proposed amendment is preferable to the other options? If not, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>
Contact Energy	Yes

Metrix	Metrix agree the proposed amendment is preferable to other options.
Wellington Electricity	Wellington Electricity supports these changes.

2.2 Some submitters raised matters that were not a direct response to one of the questions in the consultation paper. Table 3 summarises these other matters.

**Table 3: Additional issues raised or comments made by submitters**

<b>Additional issues raised or comments made by submitters</b>	
<b>Submitter</b>	<b>Issue/Comments</b>
Meridian Energy	<p>The changes proposed in this omnibus consultation paper seem to largely resolve practical problems created by particular Code provisions. Meridian agrees that making the proposed changes would promote the efficient operation of the industry.</p> <p>In Appendix A we have used the format requested by the Authority to provide comments on the following proposals:</p> <ul style="list-style-type: none"> <li>• 2018-06 Amending or rescinding an approved shorter post-default exit period;</li> <li>• 2018-10 Requirement to have an arrangement with a customer or embedded generator at an ICP before commencing the switch process;</li> <li>• 2018-20 Shorter timeframes for gaining metering equipment provider (MEP) to receive and provide notifications; and</li> <li>• 2018-23 Editorial corrections to the Code.</li> </ul> <p>Meridian is broadly comfortable with the remainder of the Authority's proposals.</p> <p>In the Appendix we also raise a potential amendment to clause 15.8 of the Code. Retailers have raised this issue on previous occasions and been told by Authority staff members at the Retailer Technical Group that it was to be included in this omnibus Code review programme 2018. If this issue has been deliberately excluded, it would be useful for the Authority to provide its reasoning. If the exclusion was unintentional, we would appreciate this issue being resolved</p>

Additional ongoing issue not included in the Code review programme 2018

Retailers have previously raised an issue with clause 15.8 and been told by the Authority that it was to be considered as part of this omnibus Code review programme 2018. If this issue has been deliberately excluded, it would be useful for the Authority to provide its reasoning. If the exclusion was unintentional we would appreciate this issue being resolved and understand that the Authority may need to re-consult participants before making Code changes.

### **Problem definition**

Clause 15.8 states that (emphasis added):

#### **15.8 Retailer and direct purchaser half hourly metered ICPs monthly kWh information**

Each **retailer** and **direct purchaser** (excluding **direct consumers**) must deliver to the **reconciliation manager** the **retailer's** or **direct purchaser's** total monthly quantity of *electricity supplied* for each **half hourly** metered **ICP** for which the **retailer** or **direct purchaser** has provided **submission information** to the **reconciliation manager**, including—

- (a) submission information for the immediately preceding consumption period, by 1600 hours on the 4th business day of each reconciliation period; and
- (b) revised **submission information** provided in accordance with clause 15.4(2), by 1600 hours on the 13th **business day** of each **reconciliation period**.

Clearly, the half hourly (HHR) aggregate information to be delivered is “electricity supplied”. However, this Code requirement differs from the Reconciliation Manager Functional Specification, which at section 3 describes HHR aggregate information as (emphasis added): “...HHR *submission information* that is aggregated per ICP for the whole month (not half-hourly)”. This suggests an intention that the relevant information should be sourced from submission information not electricity supplied information.

Electricity supplied information and submission information are defined separately in the Code and have different sources.

**electricity supplied** means, for any particular period, the information relating to the quantities of **electricity** supplied by **retailers** across **points of connection** to **consumers**, sourced directly from the **retailer's** financial records, including quantities—

- (a) that are metered or unmetered; and
- (b) supplied through normal **customer** supply and billing arrangements; and
- (c) supplied under sponsorship arrangements; and
- (d) supplied under any other arrangement

**submission information** means **volume information** aggregated in accordance with clause 8 of Schedule 15.3 (and includes, if relevant, any **profile** shape or control times associated with a **profile**)

**volume information** means the information describing the quantity of **electricity** generated, conveyed, or consumed that is calculated or

	<p>estimated from <b>raw meter data</b> and supporting data, and in the case of <b>unmetered load</b>, calculated in accordance with this Code</p> <p>Meridian understands that the majority of reconciliation participants currently supply aggregated <i>submission information</i> in the HHR aggregates file which currently constitutes a breach of clause 15.8 that is being raised in audit reports. We consider the difference to have no material impact or consequence and therefore seek a Code change to reflect current practice.</p>
<p>Transpower NZ</p>	<p>Criteria for <i>technical and non-controversial</i>, and source of proposal</p> <p>In our previous submission in response to the code change proposals<sup>5</sup>, we proposed two process changes to support and improve transparency:  publishing criteria for determining whether a Code change is technical and non-controversial, and  identifying the source of the Code change.</p> <p>We appreciate the Authority’s consideration of each of our process proposals.<sup>6</sup> We address each response in turn below.</p> <p><b>Technical and non-controversial changes</b></p> <p>In response to our proposal that the Authority publish criteria for determining whether a Code change is technical and non-controversial, the Authority stated:  <i>the Authority noted that for several of the proposals it was satisfied that the nature of the proposed amendment was technical and non-controversial under section 39(3)(a) of the Act because the proposed amendment would have no impact on current practice and would not change any participant’s obligations. Rather the proposed amendment would improve the clarity of the Code.</i></p> <p>The Authority’s response doesn’t address the question of whether publishing criteria would support transparency and industry understanding. The Authority instead provided some examples of what may be technical and non-controversial, based on its experience with the Code review process at the time. Other criteria for what may be technical and non-controversial could also be surfaced.</p> <p>We consider our proposal is consistent with the approach taken by the Authority with its Foundation Documents. The Authority has documented its interpretation of the Statutory Objective and the criteria to determine whether to make Code changes. The interpretation of, and criteria for, technical and non-contentious changes could also be documented. Doing so would provide transparency for both the Authority and participants.</p> <p><b>Identifying the source for the proposal</b></p>

<sup>5</sup>Transpower submission Code review programme [2015](#) and [2016](#)

<sup>6</sup> Code review program 2017 [Summary of submissions with responses](#)

	<p>In response to our proposal to identify the source of Code amendment proposals, the Authority stated that it: <i>does not consider that identifying the party that originally proposed the relevant Code amendment being consulted on would add context or elicit more informed submissions.</i></p> <p>We disagree. Identifying the proponent would: bring contextual value reflecting the specific expertise or partisan interest from which the proposal arose; and allow participants to know which proposals are a result of the Authority’s monitoring and compliance activities.</p> <p>We do not see any issue in identifying the party that proposed the Code amendment. It is difficult to see what reason the Authority would have for withholding this information if it was requested under the Official Information Act, so we see no reason for the Authority to withhold the identity of the proponent of Code amendments as a matter of course.</p> <p>We consider being transparent about the proponent for rule change reflects good regulatory practice and is due process for other regulators, for example OFGEM and AEMC.<sup>7</sup></p>
Unison	<p>Unison also notes that our request for a Code amendment relating to price category code changes<sup>8</sup> has not been included in the 2018 Code Omnibus. We have brought this to the attention of the Authority and have been advised that amendments relating to this proposal will be consulted on as part of another paper being in the second half of 2018.</p> <p>Finally, Unison is concerned that there are ongoing amendments being made to the Code that in sum are adding complexity rather than making the Code easier to understand. We submit that the Authority consider undertaking a wider Code review with the aim of simplifying the requirements on participants.</p>

<sup>7</sup> For example: OFGEM Decision on Code modification proposal [CMP 261 raised by SSE](#), and AEMC (Australian Energy Market Commission) [Rule change projects](#)

<sup>8</sup> Unison (21 September 2015). *Proposal to Amend the Electricity Industry Participation Code 2010*.