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AEMC – Draft Rule Determination – Metering compliance 26 March 2026

EnergyAustralia is one of Australia's largest energy companies with around 2.2 million electricity and gas accounts across eastern Australia. We also own, operate and contract a diversified energy generation portfolio across Australia, including coal, gas, battery storage, demand response, wind and solar assets, with control of over 5,000MW of generation capacity.

EnergyAustralia welcomes the opportunity to respond to the Australian Energy Market Commission's (AEMC) draft rule determination on Supporting compliance with meter maintenance obligations ('draft rule'), published 26 March 2026. We are broadly supportive of the draft rule's objective. Accurate metering is in the interests of retailers as well as customers, and we recognise that metering coordinators (MCs) face barriers to meeting their testing, inspection and malfunction rectification obligations in circumstances outside their control. We consider this draft rule – placing obligations on retailers and large customers to cooperate with and assist MCs – a more appropriate and proportionate approach than the alternatives initially considered, including de-energisation powers and UFE reallocation.

We also support the introduction of the new clause, which requires an outgoing MC to make available to the newly appointed MC any test certificates within 10 business days of request, where available.¹ This appears to be a practical measure that avoids unnecessary and duplicative testing costs where a metering installation has already been verified as compliant.

However, we are concerned that aspects of the draft rule may go further than is intended – in effect introducing compliance obligations onto retailers, without retailers having the control to deliver expected outcomes. Our submission focuses on aspects of the draft rule where we consider targeted amendments or clarifications would improve the workability of the obligations on retailers, without undermining the draft rule's intent.

¹

S7.6.1(b1), *Draft National Electricity Amendment (Supporting compliance with meter maintenance obligations) Rule 2026*.

The supply interruption facilitation obligation should be limited to coordination

Clause 7.6.2A(b)(1) requires the retailer, upon the MC's request, to 'facilitate a supply interruption at the connection point, including by agreeing the date on which the supply interruption will take place and facilitating access to the metering installation on that date'

We support a coordination and communication role – communicating with the customer, recommending a date and communicating site readiness to help facilitate access. These are things retailers can do through existing customer engagement channels, without new systems or B2B infrastructure. We note that the example given after 'including' –facilitating access to the metering installation - are consistent with a coordination and communication role. They do not appear, on their face, to require the retailer to formally initiate a supply interruption with the distribution network.

However, the drafting of clause 7.6.2A(b)(1) does not unambiguously reflect this intent. The obligation to 'facilitate a supply interruption' - without further qualification - appears to us to extend beyond coordination and communication. Facilitating a supply interruption in the formal sense can extend to raising a service order with the relevant distribution network. This is a transaction type that does not currently exist in retailer or AEMO systems for the purposes of MC testing and inspection. Creating it would require material B2B process changes and systems investment and cost - precisely the kind of infrastructure overhead the AEMC sought to avoid by building on existing frameworks.²

Additionally, what retailers cannot do is formally 'agree' to a supply interruption date. Only the distribution network can control whether and when a supply interruption occurs. Retailers do not have authority to bind a distributor to a date or outcome, and in our view cannot meaningfully 'agree' to something we have no ability to deliver. The language of 'agreeing the date' does not reflect this and appears to us to require revision.

We also note that neither MCs nor distribution businesses appear to have any obligation under the current rules to minimise costs to customers, including afterhours costs which are materially more expensive. The customer bears those costs if the interruption is scheduled at an inconvenient or expensive time. This is a further reason why retailers should not be placed in the position of agreeing to arrangements over which they have no control.

The AEMC's rationale for placing this obligation on retailers is that 'retailers already have systems and processes in place to engage with customers'.³ This rationale does not extend to supply interruption initiation with distribution networks through B2B channels, which retailers do not currently use for this purpose.

We ask the AEMC to:

- clarify in the final determination that the obligation under clause 7.6.2A(b)(1) is intended to cover high level facilitation, coordination and communication— such as informing the customer of the proposed date, to help facilitate site access.

This would be consistent with the AEMC's own description of the retailer's role in the draft determination, would give effect to the principle that the rule should build on existing frameworks and minimise implementation costs, and would give retailers the practical certainty needed to operationalise this obligation by 1 April 2027.

Our illustrative suggestion to give effect to this ask is set out in the **Attachment**.

² AEMC, Draft rule determination metering compliance, 26 March 2026, p14.

³ AEMC, Draft rule determination metering compliance, 26 March 2026, p25.

A key concern — ownership of the defect does not transfer to retailers

We have concerns about how the notice process under rule 7.9A ends and who remains responsible for the defect throughout.

The draft rule does not appear to address what happens if the notice chain runs its course without the defect being rectified. There is no apparent mechanism to close out the process — no time limit, no obligation on the MC to escalate, and no clarity on what happens to the MC's own compliance obligations in the interim beyond seeking an AEMO exemption.

We are concerned that in practice the notice chain risks creating uncertainty about where responsibility lies — with the MC's inability to rectify the defect potentially becoming, in effect, a retailer compliance problem. We do not consider this is appropriate. The compliance of the metering installation belongs to the MC as reflected under Chapter 7, and any consequences that flow from non-compliance remain with the MC regardless of whether it has issued a notice to the retailer. The retailer's role should be limited to assistance— it should not assume ownership of the defect or the underlying compliance obligation.

We ask the AEMC to confirm in the final determination that:

- the MC's responsibility for the metering installation and its compliance obligations under Chapter 7 are not affected by the notice process under rule 7.9A
- the retailer's obligations under rule 7.9A are limited to the specific steps set out in the rule, and do not extend to ownership of the defect or any associated compliance obligations
- the AEMC should consider what happens when the process concludes without rectification, and whether a defined endpoint or escalation mechanism is appropriate for the MC.

Commencement date

The AEMC proposes the rule commence on 1 April 2027, allowing approximately nine months after the final rule is made for AEMO and industry to prepare. We consider this timeline feasible if:

- the supply interruption obligation under clause 7.6.2A(b)(1) is confirmed as limited to coordination and communication, and
- the defect notification under rule 7.9A is limited to a forwarding and communication role and not ownership of the rectification outcome.

If a broader interpretation of either obligation is maintained, a commencement date in late 2027 would be more appropriate, allowing sufficient time for any B2B process changes, systems investment and AEMO procedure development that would be required.

If you have any questions in relation to this submission, please contact me (maria.ducusin@energyaustralia.com.au or 03 9060 0934).

Yours sincerely,
Maria Ducusin
Regulatory Policy Manager

Illustrative change to consider

To give effect to the position set out above, we offer the following drafting suggestion for the AEMC's consideration. We note this has not been prepared by lawyers and has not been reviewed or endorsed by our legal team — it is intended only to illustrate the intent of our ask and to be helpful to the AEMC in understanding the practical changes we are seeking.

Clause 7.6.2A(b)(1) — supply interruption facilitation

Current drafting: *"facilitate a supply interruption at the connection point, including by agreeing the date on which the supply interruption will take place and facilitating access to the metering installation on that date"*

Suggested revision (words to this effect): *"assist the Metering Coordinator in arranging a supply interruption at the connection point, including by communicating with the retail customer a proposed date for the supply interruption to help facilitate access to the metering installation on that date"*

The changes intend to reflect the following:

- **"assist the Metering Coordinator in arranging"** replaces "facilitate a supply interruption" - repositioning the retailer as a supporting party rather than the entity responsible for delivering the interruption, consistent with the fact that only the distribution network can control whether and when an interruption occurs
- **"communicating with the retail customer a proposed date"** replaces "agreeing the date" - removing the implication that retailers can bind a distributor or commit to an outcome they have no authority to deliver. Retailers can communicate a proposed date to the customer but cannot agree to one on behalf of a distributor
- **"to help facilitate access"** replaces "facilitating access" - framing the retailer's role as assistive rather than directive, consistent with a coordination and communication role only