

CEP Energy Pty Ltd

# Narellan Town Centre

NEW SOUTH WALES

## Application for Individual Exemption

6 August 2021

# CEP.Energy

CEP.Energy is a specialist renewable energy and storage fund. CEP.Energy’s reason for being is captured in what it stands for - Clean Energy Partnerships. CEP establishes partnerships with Australian commercial, industrial and retail property owners to assist them to drive Australia towards its renewable energy targets and their sustainability goals. To date, the commercial, industrial, and retail building sector is both a major energy consumer and materially underinvested in renewable energy and rooftop solar. CEP exists to change this.

With available capital in CEP’s fund, CEP finances, develops and operates an end-to-end energy solution for property owners that drives the sustainability, efficiency, and environmental ratings of their buildings, improves property values and enables them to make renewable energy which limits the exposure of the asset to the volatile energy market. CEP’s fund and asset ownership approach takes the burden of financial outlay and energy market exposure out of property owners’ hands, which removes their key barriers to investing in renewable energy solutions on their properties.

To date, CEP has partnered with property asset owners with over 70 sites across Victoria, South Australia, NSW and Queensland.

CEP has established a 30-year partnership with the owners of Narellan Town Centre to fund renewable energy assets, including 2.6MW of solar and 10MWh of storage. The assets once operational will substantially reduce the quantity of energy consumed onsite from the national grid and assist the owners and their tenants to achieve their sustainability goals. To achieve larger capacity of renewable assets at Narellan Town Centre, and through community consultation, an embedded micro grid network is proposed so together, the landlord and tenants can benefit from lower emission power, lower cost to supply and less exposure and risk to the volatile energy market with the safeguard of consumer protection.

The applicant provides the following information in relation to the AER Network Service Provider Registration Exemption Guideline - March 2018.

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## Part 1: General information requirement

1. **Your legal name. If you are a body corporate or community corporation, please indicate this.**

CEP Energy Pty Ltd

2. **Your trading name if different to your legal name.**

CEP.Energy (CEP)

3. **Australian Business Number (ABN) or Australian Company Number (ACN).**

ABN 21 632 035 575

4. **Registered postal address for correspondence. We may verify this information with the Australian Securities and Investments Commission (ASIC) or other relevant agency.**

Level 1, 274 Victoria Street Darlinghurst NSW 2010

5. **Nominated contact person, including their position in the organisation and contact details.**

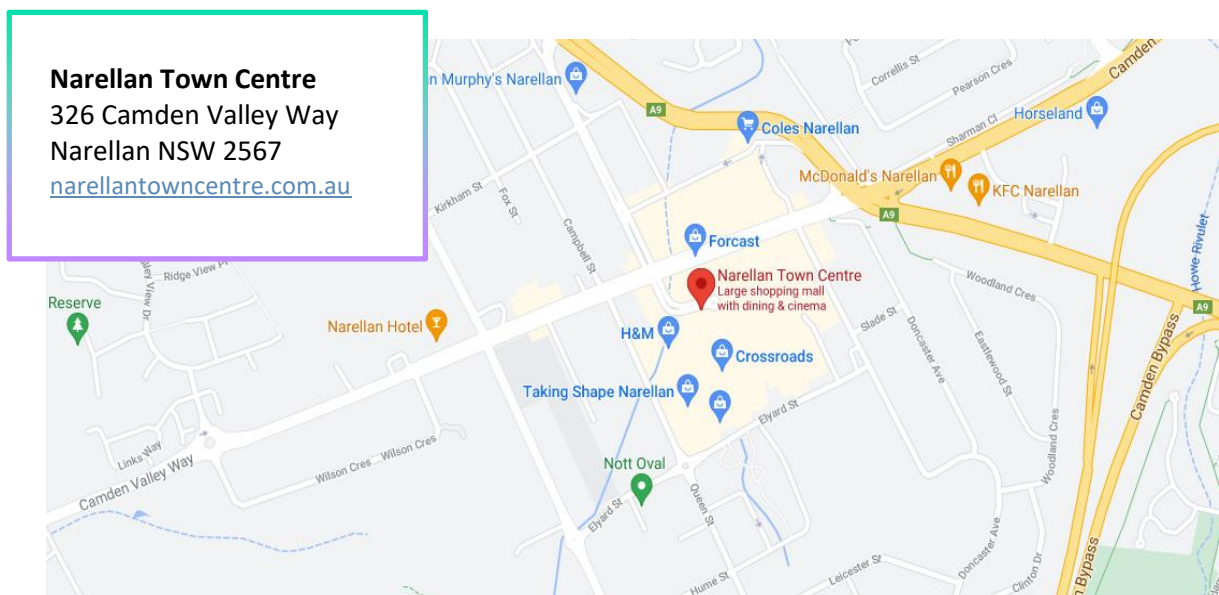
Peter Wright  
CEO  
0477 407 007  
peter@cep.energy

6. **Reasons for seeking an individual exemption (rather than an authorisation).**

The Applicant has partnered with the Centre's owner and operator; Narellan Town Centre, to achieve the owner's renewable targets by designing, implementing and funding renewable assets. They feel that an individual exemption would suit what they are trying to achieve here as the proposed electricity onselling activities are incidental to the Applicant's core business.

7. **Site address and description of current and future use/s.**

Narellan Town Centre is an existing shopping centre. The Applicant intends to continue the site as a shopping centre in the future.



**8. The primary activity of your business (for example, managing a shopping centre).**

The Applicant's primary activity is partnering with asset owners to design, fund and implement renewable asset projects. With over 70 sites, they are providing funding to assist owners achieve their renewable goals and distributed generation by supporting local grids.

**9. Form of energy for which the Applicant is seeking an individual exemption.**

Electricity – the proposed Embedded Network will be connected to both the local network service provider and solar installed at the Shopping Centre.

**10. Is the Applicant establishing, or have they established, energy supply in an area where there are no other viable energy supply arrangements available?**

No

**11. Proposed commencement date for the sale of energy.**

Ideally, 1<sup>st</sup> November 2021

**12. Mailing address for site correspondence.**

Attn: Centre Management  
Narellan Town Centre  
326 Camden Valley Way  
Narellan NSW 2567

**13. Details of the Applicant's (or an agent's) energy selling experience (under an exemption and/or authorisation):**

- **date/s and location/s of previous operations**
- **form/s of energy sold**
- **scale of operations (that is, the number, size and type of customers)**
- **an explanation of which activities will be conducted in-house and which will be contracted out to third parties.**

The Applicant has multiple sites in the NEM where electricity is sold via embedded networks. These Embedded Networks are currently managed through various third-party network service providers with the sites highlighted below managed by Energy Intelligence.

SITES	STATE	AER Ref	TENANT #	MWh p/a	TYPE
Lionsgate Elizabeth	SA	E-5982	2	1333	Industrial
123 Bunnett Street	VIC	E-6034	1	683	Industrial
41 - 45 Leakes Road	VIC	E-6036	36	3026	Industrial
16A Keilor Park Drive	VIC	E-6035, E-4657	33	450	Industrial
145 Fitzgerald Road	VIC	E-5670	9	1860	Industrial
2 Tube Street	VIC	E-5670	10	309	Industrial
Ford Main Plant Geelong	VIC	E-7028	1	6000	Industrial

The Applicant will outsource the following to the Applicant's elected Embedded Network Service Provider; **Energy Intelligence Pty Ltd**;

- retrofitting of the embedded network including the consent campaign, sales and marketing of small and large customers
- metering services, data, billing and management of the embedded network
- issuing tenant bills in the format compliant with the AER and the ESC's Core Exemption Conditions
- management of all relevant licences and compliance with all applicable legislation
- customer management service including Dispute Resolution policy and a specific COVID-19 Hardship Policy, Financial Hardship, flexible payment options and
- the appointment of Energy Intelligence (INTELENM) as the ENM

**14. Does the Applicant currently hold, or have they previously held or been subject to, any energy selling exemptions or retail licences (retail authorisation) in any state or territory?**

Sites in the NECF states have obtained Registered Retail Exemptions (R1 and R5) and Network Exemptions (N1 and N5). Sites in VIC have obtained a Network Exemptions (N1 and N5) and in addition are registered with the ESC.

The Applicant does not hold a retail license/authorisation.

**15. What arrangements you have made in the event that you can no longer continue supplying energy (e.g., has the retailer that sells to you agreed that they will service the customers).**

If the Applicant could no longer supply energy to tenants in the embedded network, the metering configuration will allow tenants to enter into a supply arrangement with an authorised retailer of their choice. There is no unmetered supply at the centre.

## Part 2: Particulars relating to the nature and scope of the proposed operations

**16. Will the Applicant's customers be their tenants? Are tenants at the site residential or business customers?**

The Applicant is in a long-term partnership with the landlord which is also the shopping centre operator. The Applicant will work in conjunction with the landlord to provide energy services and protections like Rate Guarantee for the life of their lease. The customers will be the landlord's tenants in the Shopping Centre and are retail businesses.

The retail business tenants are covered by the relevant state-based Retail Shop Leases Act.

There will not be any residential customers in the Embedded Network.

**17. Is the Applicant providing other services to tenants or residents on the site to whom they intend to sell energy? OR will their only relationship to the persons on the site be the sale of energy? If other services are provided, specify what they are and the contractual or leasing arrangements under which these services are being provided.**

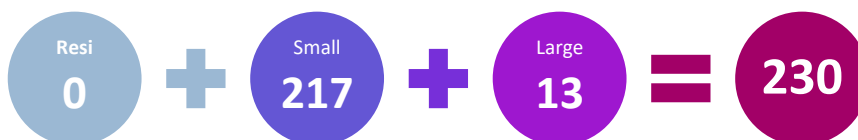
The Applicant's relationship with the site and tenants are to manage and operate renewable technology such as

- solar and battery,
- LED upgrades,
- other Energy Management initiatives and
- the sale of energy

with a focus on helping tenants and the centre to move towards a greener future.

**18. Total number and breakdown of customers at the site**

The customers in the proposed embedded network are all retail/business customers. There are 217 Small business customers and 13 Large customers that will be part of the proposed Embedded Network.



There are 12 tenants are not included in the figures above as they will not be part of the Embedded Network.

There are NO residential customers.

**19. Will the Applicant be on-selling energy purchased from an authorised retailer or purchasing it directly from the wholesale market?**

The Applicant will be on-selling energy from an authorised electricity retailer and renewable power generated from solar.

20. **What is the estimated aggregate annual amount of energy the Applicant is likely to sell (KW/h, MW/h and mega joules or gigajoules for gas)? What is the average expected annual consumption of each of the types of customers they service?**

Annual Consumption	Average Small	Average Large	Residential
13,087 MWh	20 MWh	204 MWh	n/a

21. **Will the Applicant’s customers be wholly contained within a site owned, controlled or operated by the applicant?**

No

22. **Will each premises/dwelling be separately metered?** If the application is for a new development or redevelopment and customers will not be separately metered, explain why not. Explain how customers will be charged if consumption cannot be metered.

Yes, each premises will be separately metered.

23. **Please confirm these meters will allow the Applicant’s customers to change retailers as required by the AER’s Network Guideline.** Specify the types of meters to be installed at the property and confirm that they will allow customers to change retailers.

Yes, all metering installation will conform to current standards for NEM metering as outlined in Chapter 7 of the NER. All metering installations to be used in the proposed exempt network will meet the current *minimum services specification* and are fit for purpose. The installation and meters will allow full retail contestability if the customer elected to purchase from their retailer of choice.

An ENM will be appointed to manage all on-market arrangements.

All meter data will be managed by an accredited MC/MDA/MP.

24. **In what form and how often will customers be billed? Will the Applicant be issuing bills or through a billing agent?** Provide a bill template.

Energy Intelligence will issue tenants’ with monthly bills in the format compliant with the AER Core Exemption Conditions.

It is the intention of the Applicant to use the services of an AEMO accredited MC, MP and MDA to supply, install, commission and manage the data. The consumption to calculate the tenant’s bills are based on NEM12 data that is sent remotely to Energy Intelligence’ internal system via an MDA daily. The NEM-12 files will include half-hourly data.

The preference is for bills to be sent via email however tenants have the option of receiving their bills via Post and accessing all their bills through Energy Intelligence customer portal.

See *Appendix I – Bill Sample*.

25. **What dispute resolution procedures will the Applicant put in place to deal with energy related complaints and issues? Confirm that the policy is consistent with the Australian Standards AS/NZS 10002:2014 Customer Satisfaction – Guideline.** Provide a copy of the relevant policy. Provide confirmation that the Applicant will join an Ombudsman scheme if required in the applicant’s circumstances.

Energy Intelligence and the Applicant have a successful history in dealing with disputes as there have been minimal reported. One of the foremost reasons why disputes are minimal is the long term structured relationship between the lessor and lessee. Leases can range between 5 to 25 years and as such, it is in the best interest of the ENO to identify and resolve issues with their customers. Most calls are managed and resolved whilst the customer is on the phone. Common queries are around rates, how to pay or contact updates.

The Applicant will be utilising Energy Intelligence’s Customer Services resources to manage energy enquiries and disputes. Energy Intelligence manages over 100 Embedded Network across Australia, with the majority of their portfolio being Shopping Centres. Their dispute resolution procedure has been reviewed and accepted, as part of the ENM accreditation and adheres to Australian Standards and is consistent with AS/NZS 10002:2014.

The purpose of the Energy Intelligence Complaints and Dispute Resolution Policy is to:

- Recognise, promote and protect customer’s rights to complain about their dealings with Energy Intelligence.
- Ensure that an accessible complaints management process is in place.
- Take appropriate action to resolve complaints as required.
- Provide a mechanism for resolving complaints in a timely, efficient and courteous manner.
- Inform the right to request a meter test.
- record, assess and review complaints on an ongoing basis in order to improve the service we provide and products we offer.

Energy Intelligence Complaints and Dispute Resolution Policy recognises that all individuals have the right to complain, have their complaint heard and be treated with dignity and respect. Each complaint is addressed in an equitable, objective and unbiased manner. When a customer raises a complaint related to their electricity, the complaint is expected to be resolved within a reasonable timeframe, having regard for the nature and complexity of the complaint. Tenants are always kept well informed. Where the complaint has been escalated to senior management and the tenant is still not satisfied the dispute has been resolved, the tenant may have the matter heard by NCAT.

Since the requirement for all Victorian Embedded Networks to become a member of EWOV in July 2018, the Applicant has had no complaints/cases reported. Energy Intelligence is also a member of EWON with no complaints and cases reported.

In April 2020, Energy Intelligence released a COVID-19 Hardship Program in addition to their Hardship Program in response to the current pandemic. This policy supports the AER and the ESC expectations and comes into effect when the AER’s standby Statement of Expectations is active.

See *Appendix J - Dispute Resolution Policy*



26. **Please provide any further information that you consider would assist us to assess your application.**

The Applicant request that the AER considers this application as the Applicant has contacted all tenants extensively, in writing and verbally advising them of its plans to implement a retrofitted Embedded Network at Narellan Town Centre.

**Disclosure to tenants**

The Consent Campaign commenced on the 19<sup>th</sup> April 2021. As a part of the information and education campaign to tenants, the Applicant has fully disclosed information as required in the *ENSP - Registration Exemption Guideline*. Refer to *Appendix A - Consent Form* for a copy of the disclosure information for tenants. The Applicant also disclosed a copy of the Sale of Energy Agreement between the Applicant and the tenant – refer *Appendix B - Sale of Electricity Agreement* for a sample agreement. All tenants that are part of the Embedded Network have been provided with the *Sale of energy agreement, Terms and Conditions* and *Important information about the Embedded Network* including *Consent Form*.

**High acceptance by tenants**

Through the education and marketing phase, the Applicant has obtained explicit informed consent from the vast majority of the tenants at Narellan Town Centre. Over 86% of all affected tenants have provided such consent and we are continuing efforts to obtain explicit informed consent for the remaining tenants.

**Mitigation of detriment - state or territory legislation**

As “on-market child” NMIs allow tenants to purchase energy from an authorised retailer, the Applicant sees no detriment in state legislation that needs to be mitigated.

The Applicant has undergone a thorough process to obtain explicit informed consent from all tenants at Narellan Town Centre regarding the proposed embedded network installation. The process the Applicant has undertaken is:

- Initial communication in writing to all tenants regarding the proposal, including notification of their right and limited ability to choose a retailer. See *Appendix A - Consent Form*.
- Follow up communications made by Energy Intelligence (the Applicant’s subcontractor), including emails and calls to all tenants.
- 15 site visits to the Shopping Centre to discuss any questions or concerns made by tenants’ face to face before state restrictions were placed. The site visits were ceased during COVID-19 restrictions to ensure the safety of staff, their family and the greater community.
- Notification of AER’s formal public consultation process. See *Appendix A - Consent Form*.
- Attempts to mitigate concerns of non-consenting tenants. Please refer to *Appendix D - Mitigating non-consenting customers* for more information on the Applicant’s approach to mitigating these concerns specifically.
- If an affected customer displays signs of a limited capacity to provide explicit informed consent, we will address these as they arise. There have been no instances of any signs of any limited capacity to voluntarily provide explicit informed consent.
- The Applicant requests consenting tenants sign a separate Consent Form (copy listed in *Appendix A - Consent Form*) and stores electronic copies of the executed consent forms on file (see *Appendix E - Signed Tenancy Consent Forms*).

Information provided to tenants informing them about the embedded network retrofit includes

- Retrofit and what this means
- Retail contestability and their freedom of choice
- A tenant's ability to enter into an energy only contract with an authorized retailer and that their choice of retailers may be restricted as some retailers are unable to bill energy only.
- Two invoice scenario for Tier 2 customers
- Possibility of receiving a duplication of charges in the initial EN stage and the ENO's endeavour to rectify this
- An obligation to remedy any duplication of network fees
- Power of Choice Meters that will be installed
- Electricity offer matching as per conditions 4.9.3 and 4.9.4 of the NSP Exemption for the life of their lease (*see Appendix A - Consent Form; page 3*).
- A sales agreement for prospective tenants
- Dispute resolution procedure (*see Appendix J – Dispute Resolution Policy*).
- Applicant will cover all exit fees if incurred by tenants affected by the Embedded Network retrofit

## Part 3: Converting embedded networks (retrofitting)

### Provision of information

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27. **The Applicant must inform customers if it seeks to retrofit the site as an embedded network and that this will require metering changes.** Explain and provide evidence of:

- The information provided to customers (including any advantages and disadvantages associated with the conversion); and
- How and in what format the information was relayed to customers.

Examples may include, but are not limited to, information leaflets, copies of presentations given to customers.

Yes, all tenants have been issued a Letter of Intent and information about the metering changes is included in the Embedded Network Retrofit document.

See *Appendix A - Consent Form*; page 4.

28. **The Applicant must inform its customers that they retain the right to contract with a retailer of choice at any time, even if they have been included in the embedded network (except in jurisdictions where this right does not exist).** Provide evidence of the information provided to customers and how it was conveyed. The information should clearly highlight any negative consequences associated with joining an embedded network.

Yes, all tenants have been issued a Letter of Intent and information about the consumers retain the right to contract with a retailer of choice is included in the Embedded Network Retrofit document.

See *Appendix A - Consent Form*; page 3.

29. **The Applicant must inform its customers that in order to exercise their right to a retailer of choice, consumers may need to enter into an ‘energy only’ contract, which is offered at retailers’ discretion and may be difficult to obtain.** Provide evidence that this information has been clearly explained to customers. This may include copies of materials given or presented to potential customers.

Yes, all tenants have been issued a Letter of Intent. Information about ‘energy only’ contract is included in the Embedded Network Retrofit document.

See *Appendix A - Consent Form*; page 3.

30. **The Applicant must inform its customers that they may not receive the same protections as those of an authorised retailer under the Retail Law, including (but not limited to) access to Ombudsman schemes.** Provide evidence that this information has been clearly explained to customers. This may include copies of materials given or presented to potential customers

Yes, all tenants have been issued a Letter of Intent and information about ‘the customer not receiving the same protection’ is included in the Embedded Network Retrofit document.

See *Appendix A - Consent Form*; page 3 & page 5.

In addition, you need to confirm that you have provided consumers with:

31. **The Applicant must provide consumers with a copy of its electricity sales agreement, detailing all fees and tariffs.** Provide a copy of the sales agreement sent to customers and confirm that customers received this information prior to providing consent to the retrofit.

Yes, all tenants have been issued the Sale of Electricity Agreement which includes all fees and tariffs and Terms and Conditions.

See *Appendix B – Sale of Electricity Agreement*

32. **The Applicant must provide customers with the contact details of the Applicant’s representative to answer any queries or concerns about the planned retrofit.** Provide the document that contains this information.

Yes, both the Applicant’s representative contact details was provided in the Embedded Network Retrofit document. Energy Intelligence representative’s contact details is provided in all the emails to tenant.

See *Appendix A - Consent Form*; page 5.

#### Explicit informed consent

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33. **The Applicant must confirm that it has evidence of written consent of all customers affected by the retrofit.** Provide evidence of the consent document.

- Confirm the percentage of consent given.
- If there has been any dissent, explain the concerns raised and how these have been addressed.
- Provide an example of a signed consent form.

Note: evidentiary documents will need to be attached as an appendix to the checklist.

Shopping Centre Summary		
Total tenants in the Centre	242	
Tenants not in the EN	12	
Tenants in the EN	230	
Tenant Status	#	%
Vacant	19	
Non Consent	3	1%
Pending	26	12%
Consent (excludes Vacants')	181	86%

Yes, we have received written consent of 181 tenants as of the 30<sup>th</sup> July 2021 out of 230 tenants. This equates to 86% of tenants that will be affected by the proposed retrofit.

*Please note we do not obtain consent from Vacant tenancies or tenancies that will not be part of the Embedded Network and so are excluded from the Consent %.*

See *Appendix C – Consent Campaign Tenant Log*.

34. **The Applicant must confirm that consent to the retrofit was sought separately from consent to the sale of energy agreement.** Provide an explanation of when and how consent documents were provided to customers.

The Applicant has sent emails to tenants with two PDF attachments: Consent Form and the Energy Supply Agreement and Terms & Conditions. Tenants are communicated via phone calls, emails and site visits. The Applicants requests consenting tenants to sign the separate Consent Form either in person or electronically and are advised that by signing the consent form, they are not agreeing to buy electricity from the Applicant - see *Appendix A - Consent Form*. All executed consent forms are stored electronically. See *Appendix E - Signed Tenancy Consent Forms*.

See *Appendix C - Consent Campaign Tenant Log* for more details including communication logs from tenant's who have either not provided a response or have expressed explicit no's.

35. **The Applicant must provide documentation outlining any concerns raised by tenants, and evidence of the Applicant's attempts to address those concerns.**

See *Appendix D - Mitigating non-consenting customers* for more information.

## Retail contestability

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36. **The Applicant must confirm that it sought advice from the relevant distributor about whether non-consenting customers can be wired out of the embedded network.** Provide evidence of advice sought/received and details of wiring out options available. If wiring out is not being offered as an option, explain why not.

Where a centre has tenants' who are unwilling to provide consent, the Applicant along with their preferred electrical engineer and site electrician will review the options of wiring the tenant out of the embedded network. Energy Intelligence has project managed numerous retrofits and greenfield embedded networks and has a good working relationship with Endeavour Energy. They have recently completed a project in Endeavour Energy's patch in June 2021 with no issues. We have a good understanding of their requirements and policy including their connection separation policy required for tenants to be wired out and only engage sub-contractors that are skilled to perform the works.

See *Appendix C - Consent Campaign Tenant Log* and *Appendix D - Mitigating non-consenting customers*.

37. **The Applicant must demonstrate the steps taken to ensure that customers who wish to remain with their current retailer, but cannot be wired out, will not be financially disadvantaged by the retrofit.** Provide evidence of this. Include measures to reduce financial detriment e.g. price matching for affected customers, and taking financial responsibility for any double billing of network charges.

As per the requirements of the Retail Exempt Selling Guideline, we have mitigated this detriment by:

- notifying all tenants via emails, phone calls and visits to tenants at the site;
  - of their right to choose their own retailer,
  - that they will receive two invoices if they choose not to purchase energy from the Applicant, and
  - for non-consenting tenants, the Applicant will price match any genuine electricity offer that would be available to that grid connected customer.
- where a tenant has requested to remain with their authorised retailer, the Applicant will facilitate competition by allocating "on-market child" NMIs to all tenants who choose to purchase energy from an authorised retailer. This allows tenants to remain with their existing authorised retailer under their current contract arrangement.

- the Applicant will seek to preserve access to existing contractual arrangements for large customers on C&I contracts including offering to bill the retailers directly.
- prior to the embedded network live date, the Applicant will notify all authorised retailers to inform them that either;
  1. the tenant has chosen to purchase energy from the Applicant (off-market), and request to cease billing from the date of embedded network install, or
  2. the tenant has chosen to continue to purchase energy from their authorised retailer (on-market), and to cease invoicing for network charges effective the date of embedded network install. The retailer will be notified of who the appointed ENM is to send through a request for an On-Market NMI. The ENM will follow up with relevant market participants to request that AEMO Market Settlements and Transfer Solution (MSATS) is updated to reflect the changes and minimise instances of double charging. The ENM will work closely with the retailer to ensure they are billing correctly. AEMO has a number of publicly available factsheets including one to assist retailers in the process of making offers to embedded network customers. This document clearly displays the roles and responsibilities of market participants, aiding in the resolution of any incorrect charges.
- where a tenant notifies the Applicant of double charging, the Applicant's agent will follow up with the relevant market participants to ensure the retailer corrects their billing. This is predicated on the tenant providing a Letter of Authority to engage with their authorised retailer on their behalf.
- The Applicant commits to ongoing annual price reviews to ensure the rates on-sold are competitive to rates a tenant would otherwise receive from authorised retailers and below the Default Market Offer. Tenants will also be provided in writing a minimum of 5 days advance notice prior to any change in tariffs and charges.

### Customer dispute resolution services

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- 38. The Applicant must advise customers of its dispute resolution process and the options available for external dispute resolution (including access to ombudsman schemes).** Provide the documents and confirm that they were provided to customers. For individual exemptions involving retrofits, we will assess the need for ombudsman scheme access and impose relevant conditions on a case-by-case basis.

The Consent Form has the dispute resolution process that will apply for the embedded network at Narellan Town Centre. This resolution process also lists the customer's ability for recourse to NCAT - NSW Civil & Administrative Tribunal if they are not satisfied with the internal dispute resolution. This is also noted in the Terms and Conditions, Energy Intelligence Dispute Resolution Policy readily available on the website and in the Customer Charter that will accompany their first bill.

See *Appendix A - Consent Form*, page 5.

## AER Consultation

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39. The Applicant must confirm that it has advised consumers of the AER's consultation process, including that:
- the AER consults on these types of applications
  - the application will be published on the AER website, and
  - the AER will accept public submissions
  - the consultation period will be open for 20 business days.

The tenants have been advised both in the Consent Form notifying tenants that we are in the process of submission and the process includes

- a thorough review by the AER and if accepted
- will undergo public consultation for 20 business days which would be available on the website
- the AER will accept public submissions and that we would notify the tenants when the public consultation was made available including links to the public consultation.

See *Appendix A - Consent Form*, page 5.

Notice of the open consultation process will be sent to tenants by email once the AER initiates the public consultation process. See *Appendix F - Public Consultation Sample*.

## Additional retrofit mitigation information

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Provide any further information regarding to the steps taken to mitigate the detriment to customers associated with the creation of an embedded network. (optional)

See *Appendix D - Mitigating non-consenting customers* for in depth detail of steps taken.

## Appendix

Accompany documents – strictly confidential

- Appendix A - Consent Form
- Appendix B - Sale of Electricity Agreement
- Appendix C - Consent Campaign Tenant Log
- Appendix D - Mitigating non-consenting customers
- Appendix E - Signed Tenancy Consent Forms
- Appendix F - Public Consultation Sample
- Appendix G - Initial Email Correspondence
- Appendix H - Sample Email Correspondence ,1 2, 3, 4, 5, 6
- Appendix I - Bill Sample
- Appendix J - Dispute Resolution Policy