Response to CRU Call for Evidence

CRU/2025261 - Conceptual Design for Energy Sharing and Multiple Supply Contracts

Submitted by: **Triple Edge Energy**

Contact: Diarmuid Duggan

Email: hi@tripleedge.energy

Submission to: smartmetering@cru.ie

Reference: CRU/2025261

Date: 25 March 2026

Who We Are

Triple Edge Energy Ltd. is an energy services provider working with Commercial and SME Clients across Ireland. We specialise in demand response aggregation and flexibility services, requiring site energy management and renewable energy integration management. We help Clients on navigating an increasingly complex electricity market to identify and extract value from new services as they become available, ultimately to reduce energy costs, along with system decarbonisation and increasing security of supply.

Our clients are mainly non-domestic Customers - businesses with demand flexible operations in commercial buildings & industrial facilities, and organisations investing in on-site renewables & energy storage. These are the Customers for whom energy sharing and multiple supply contracts carry the most near-term commercial relevance.

We welcome this Call for Evidence and CRU's ambition to develop these frameworks ahead of formal transposition. We offer this submission as a constructive contribution from a practitioner perspective, with the aim of helping to ensure the frameworks that emerge are capable of delivering real commercial value - and that the design choices made now do not prevent options that are important for flexibility and demand response aggregation in the years ahead.

Q1 - Principles

Question 1: Do you agree with the principles set out in this section? Are there any other principles that should be adopted at this point?

We broadly agree with the four principles set out in Section 1.2 of the paper. Cost efficiency, ease of use, non-discrimination, and market settlement alignment are the right foundations. We offer comment on two specific matters: one qualifying concern about the Prioritisation of Services principle as currently drafted, and one proposed addition to the principles.

<u>Support for the Four Principles</u>

The Cost Efficiency principle is well-framed. The changes required - to central market systems, ESBN infrastructure, and supplier systems - are significant. Maintaining discipline about what constitutes a must-have versus a nice-to-have is important. We would add that cost efficiency should also be applied to the registration and compliance burden placed on new entrant ESOs and secondary suppliers. Entry costs that are disproportionate to the scale of service will suppress participation and undermine the non-discrimination objective.

The Ease-of-Use principle is appropriate. We would note, however, that ease of use for end Customers and ease of participation for commercial and industrial market participants are distinct requirements. The commercial use cases - shared energy between business premises, ESO-facilitated sharing across commercial clusters, EV fleet secondary contracts - involve sophisticated counterparties for whom technical clarity and well-documented interfaces matter more than simplified consumer-facing language.

The non-discrimination principle is the most important of the four in terms of market development. It is the right anchor for ensuring that energy sharing and multiple supply contracts are genuinely open to new entrants and that incumbents cannot use their position in the primary supply chain to limit competition in secondary services. We return to this under Q2 in the context of the ESO model.

Qualifying Comment on the Prioritisation of Services Principle

We agree with the operational intent of this principle setout in the paper. The worked examples are sound: if sharing instructions are not received, the export falls back to CEG; if secondary meter data is absent, the primary meter settles in full. These are technically sensible fallback mechanisms and we support them.

Our concern is with the breadth of the principle as stated in Section 1.2.5. The language used - that "the supply of electricity continues to be prioritised" and that "additional services… must not compromise the supply of electricity to Customers" - is broader than the operational fallback examples suggest. As drafted, this principle is broad enough to be relied upon in future frameworks to structurally subordinate flexibility, demand response, and aggregation services to primary supply interests.

This matters for the following reason. Flexibility and demand response are not incidental add-ons to the electricity market - they are grid-critical services that EirGrid, ESBN, and SEAI have identified as essential to integrating renewables and managing a system with increasing shares of variable generation. The capacity of the market to deliver these services depends on aggregators and flexibility providers having timely access to sub-meter data, the ability to act on a meter without requiring primary supplier consent, and equal participation rights in market processes.

We would ask CRU to clarify that the Prioritisation of Services principle applies only as an operational and technical fallback mechanism - consistent with the worked examples given - and does not form the basis for:

- Requiring primary supplier consent before an aggregator can enrol a secondary meter in a flexibility service.

- Denying aggregators access to half-hourly secondary meter data that is technically available.

- Treating flexibility service enrolment as inherently subordinate to supply contract terms.

The principle should confirm explicitly that aggregation and flexibility services, once properly governed under appropriate frameworks, can participate in market processes on equal terms with supply services. CRU's own text in Section 2.4.8 acknowledges that energy sharing will not be introduced in isolation and that integration with future services is important. The Prioritisation of Services principle should be aligned with that intent.

Proposed Fifth Principle: Technology Neutrality

We propose that CRU include a fifth principle: Technology Neutrality.

The framework for both energy sharing and multiple supply contracts should not, by design, favour one metering approach over another. In the current paper, there is a clear tension between ESBN-installed secondary meters (Option B under Section 3.5.2) and alternative metering approaches, including supplier-installed meters and device-integrated meters. CRU's stated preference for ESBN installation under Option 1 is understandable from a standardisation perspective, but it risks limiting innovation.

More specifically, MID-certified (Measuring Instruments Directive) meters are already deployed across a broad range of distributed energy technologies - not only EV chargers and heat pumps, but also hybrid inverters and behind-the-meter battery energy storage systems (BESS). The EU harmonised metering standards explicitly address these applications: EN 50470-3:2022 requires bidirectional measurement testing for reverse power flow from energy storage systems; EN 50470-4:2023 introduces a harmonised standard for DC energy measurement directly applicable to the battery bus within BESS installations; and the 2026 amendment to the MID Directive, approved by the EU Council in February 2026, formally extends the MI-003 scope to include DC metering. MID-certified bidirectional meters are routinely integrated into the architecture of hybrid inverter and BESS systems - whether housed within the device enclosure or as a closely coupled metering module communicating via a data bus within the same installation.

The UK's Microgeneration Certification Scheme (MCS) provides a useful precedent. MCS requires MID-compliant generation meters for all certified installations - the regulatory response was not to reject device-level metering but to set a MID-compliance threshold and accept any device that meets it. CRU should adopt the same logic.

Requiring Customers who have already invested in these technologies to accept separately installed ESBN meters - or refusing to recognise device-integrated or system-integrated MID-certified meters for settlement purposes - creates unnecessary cost, undermines CRU's own Cost Efficiency principle, and disadvantages Customers who have made forward-looking investment decisions.

Technology Neutrality as a principle would mean that: any metering approach that meets the technical and communication standards set by ESBN is treated as eligible, regardless of who manufactured, installed, or owns the device; and that the framework does not structurally prefer one delivery route over another. The non-discrimination principle already covers market participants - Technology Neutrality would extend this logic to the infrastructure layer.

Q2 - Energy Sharing Design

Question 2: Do you believe this to be an appropriate approach for energy sharing in Ireland? Is there anything you would like to change or see included in the Conceptual Design?

We welcome the Conceptual Design for energy sharing and support its overall direction. The two-track model - bilateral agreements and ESO-facilitated sharing - we think is the right structure. We focus our comments on the ESO model, as this is where the most significant commercial opportunity lies and where the design requires the most development.

<u>The Bilateral Model</u>

The bilateral model as described in Section 2.1.2 is appropriate for simple, small-scale peer-to-peer sharing arrangements. The use of the ESBN Online Account as the interface for setting up and managing bilateral agreements is practical, provided the account is developed to support the required flexibility in sharing parameters - time-of-day allocation, percentage splits, multiple concurrent bilateral agreements, and the ability to amend or withdraw in real time.

However, bilateral arrangements do not scale for commercial Customers seeking to manage energy sharing across multiple sites, customer clusters, or business networks. For these use cases, we think the ESO model is the appropriate vehicle.

The ESO Model - Support and Development Priorities

The ESO concept is the more significant innovation in this paper and the one with the most potential to deliver value for commercial and SME Customers. We support its inclusion and offer the following observations on where the design needs further development.

ESO Registration Regime

The paper notes that the governance structure for ESOs is not yet defined and is subject to the transposition of the Directive. We understand this. However, the direction of travel matters for potential ESOs who need to plan now. We would advocate strongly for a notification or registration regime rather than a licensing regime for ESOs. The ESO role - issuing sharing instructions to ESBN and managing payment arrangements with members - does not carry the same risks as primary electricity supply. Requiring ESOs to hold a full supply licence would impose costs and compliance burdens that would exclude the small-scale commercial operators, community groups, agricultural co-operatives, and business networks that are precisely the parties the ESO model is designed to serve.

CRU should design the ESO registration framework around the actual risk profile of the activity. A principles-based consumer protection framework for ESOs, combined with registration and reporting obligations, can provide adequate protection without creating unnecessary barriers to entry.

Commercial Pricing Freedom

The paper states that rates paid to generators and charged to consumers will be "a matter for the ESO and its members" (Section 2.1.3). We strongly support this. ESOs must have the freedom to set pricing that reflects the commercial arrangements between parties. CRU should confirm this clearly in any subsequent framework, limiting regulatory intervention to consumer protection floors (e.g., minimum standards for billing transparency and dispute resolution) rather than price controls.

New Entrant Eligibility

Drawing on the non-discrimination principle, we ask CRU to confirm explicitly that energy consultancies, aggregators, flexibility providers, and other new entrants are eligible to register and operate as ESOs. The paper describes ESOs as "businesses, local governments, NGOs, and various other communities and associations" (Section 2.1.3). This is helpfully broad, but CRU should make clear that this list is illustrative, not

exhaustive, and that commercial intermediaries operating on a for-profit basis are equally eligible. The commercial aggregator operating an ESO on behalf of a customer cluster has the same legal standing as a farmers' co-operative or local authority.

Multiple ESO Membership

We support CRU's stated view (Section 2.1.3) that Customers should be able to share energy through more than one ESO. This is important for commercial Customers with complex energy portfolios. The framework must not restrict Customers to a single ESO relationship, and must not require ESOs to have exclusive arrangements with member generators.

Early Clarity on Minimum Viable Operating Requirements

Potential ESOs need to be able to plan. The current paper is necessarily high-level, but we would ask CRU to commit to early publication of the minimum viable operating requirements for an ESO - the technical interfaces, data obligations, registration process, and consumer protection baseline - as soon as these can be defined, even on a draft basis. This will allow potential market entrants to make investment decisions ahead of the framework coming into force.

ESO Liability and Recourse Framework

The paper does not address what happens when an ESO fails to issue sharing instructions correctly or on time, with the result that a generator fails to receive the sharing rate they expected and instead receives the lower CEG rate. This is not a trivial risk. For commercial generators sharing through an ESO, the difference between a negotiated sharing rate and the CEG rate may be material over a billing period. The framework should include provisions for ESO liability in the event of systematic instruction failures, and the recourse mechanisms available to members where an ESO performs below agreed service standards.

Q3 - Energy Sharing Technical

Question 3: Do you agree with the approach to the technical areas outlined in this section of the Conceptual Design? Is there anything else that you would like to see included or are there other areas that CRU should consider?

We broadly agree with the technical approach outlined in Section 2.4. We offer comments on four specific areas where we believe the design requires further development or clarification.

Distribution Loss Adjustment Factors

We support CRU's position that DLAFs should not apply to shared energy (Section 2.4.5). CRU's own analysis demonstrates that applying DLAFs would shift unit allocation away from energy sharing and toward the supplier, materially disadvantaging participation in sharing arrangements. Beyond the customer communication challenge noted in the paper, there is a structural commercial argument: shared energy is already subject to DUoS charges on the network costs it creates. Applying DLAFs on top of DUoS would double-count network-related costs and systematically disadvantage shared energy relative to conventional supplier import. This is inconsistent with the non-discrimination principle and would create a structural disincentive to participation for generators comparing sharing rates with CEG rates. We urge CRU to confirm this position in any subsequent framework.

DUoS Billing and Credit Risk for ESOs

The model proposed in Section 2.4.4 - ESBN charging ESOs directly for DUoS costs incurred by their members - is operationally workable, but it creates cash-flow and credit risk for small ESOs. An ESO representing a community group or small commercial cluster will be taking on direct billing obligations to ESBN for network charges that it must subsequently recover from members. If a member fails to pay, or if the ESO fails commercially, ESBN's cost recovery position may be affected.

CRU should consider whether ESOs might be permitted to nominate a licensed billing agent or existing market participant to manage DUoS billing on their behalf, as this would reduce the barrier to entry for smaller ESOs while preserving ESBN's cost recovery position. A tiered approach - where smaller ESOs can operate under a host billing arrangement - would be consistent with the Cost Efficiency and Ease of Use principles.

Settlement Fallback and ESBN Service Standards

The settlement fallback described in Section 2.4.3 - defaulting to primary supply and CEG rates when meter communications fail - is operationally sound. However, the paper does not address the frequency or duration of such failures, or the standards to

which ESBN will be held in processing sharing instructions. For a commercial generator, systematic or repeated defaults to CEG rates represent a form of value erosion that may not be visible in individual settlement periods but can be significant in aggregate.

We ask CRU to ensure that any energy sharing framework includes explicit ESBN service level commitments for the timely processing of sharing instructions, and that there are reporting obligations on ESBN to publish data on instruction processing times and fallback rates. Transparency about operational performance is essential for ESOs and bilateral parties to assess whether the sharing framework is delivering the value intended.

MCC12 Eligibility and Pre-Smart Meter Interval Customers

Section 2.4.2 states that only Customers who have "activated their smart meter and moved to MCC12" will be eligible to participate in energy sharing. We understand the technical rationale - half-hourly data is required for ESBN to process sharing instructions. However, we flag that a number of commercial and industrial Customers have half-hourly interval meters predating the smart meter rollout. These Customers have had interval metering capability for many years and are already settled on a half-hourly basis.

The eligibility criterion should be framed around metering capability - specifically, the ability to provide half-hourly import and export data to ESBN - rather than the specific meter configuration code assigned to ESBN-issued smart meters. Restricting eligibility to MCC12 by name would exclude commercial Customers with equivalent or superior half-hourly metering capability and would be inconsistent with the Technology Neutrality principle we propose above. We ask CRU to clarify whether equivalent half-hourly metering capability qualifies for participation in energy sharing, irrespective of the meter type or configuration code.

Customer Data Visibility

We support CRU's proposal (Section 2.4.7) that Customers should have half-hourly visibility of their sharing arrangements through the ESBN Online Account, including energy imported from suppliers and received from sharing, and energy exported to suppliers and exported for sharing. This level of transparency is necessary for Customers to assess whether their sharing arrangements are operating as expected

and to identify any discrepancies between expected sharing instructions and actual outcomes.

Q4 & Q5 - Secondary Meter Ownership and Multiple Supply Contracts

Question 4: CRU invite respondents to consider the above approach to ownership and installation in the multiple supplier model denoted in Option 1. Is there anything you would like to change or see included in relation to this area? Do you agree with this approach? Please provide the rationale for your position or for any alternatives you propose.

Question 5: Do you believe that Option 1 as presented is an appropriate approach for multiple supply contracts in Ireland? Is there anything else CRU should consider in relation to the approach taken under Option 1?

We support Option 1 as the correct long-term architecture for multiple supply contracts in Ireland. The spirit of the Directive, as reflected in Recital 19, is that Customers should be able to choose a separate supplier for specific appliances or areas of demand. Option 1 gives effect to this intent. Option 2, as we note in our response to Q7, is a pragmatic interim step but does not deliver the competition benefits that the Directive intends.

<u>Commercial and Industrial Customers as the Priority Use Case</u>

The paper's discussion of potential redundancy of Option 1 for domestic Customers (Section 3.4.3) is a fair observation. Dynamic tariffs combined with a home energy management system (HEMS) will likely deliver equivalent or superior outcomes for most domestic Customers by the time Option 1 is operational. We accept this.

However, the same argument does not apply to non-domestic Customers, and the paper itself acknowledges this (Section 3.4.3: "The same concerns may not be as prevalent for non-domestic Customers"). The strongest near-term use case for Option 1 is commercial and industrial: EV fleet charging at commercial premises, industrial processes with discrete load profiles, and multi-site businesses seeking to optimise energy procurement across different load types. For these Customers, the ability to contract with a specialist secondary supplier - one focused specifically on EV fleet charging or flexible industrial load - is meaningfully different from having their primary supplier offer a bundled package.

We would advocate that Option 1 be designed and sequenced with commercial and industrial Customers as the priority. This does not mean excluding domestic Customers from the framework, but it does mean that the design choices - meter standards, settlement processes, eligibility criteria, secondary supplier obligations - should be optimised for the commercial use case first. A commercial-first approach is also more likely to generate the early market activity that justifies the infrastructure investment required.

Secondary Supplier Licensing Pathway

Section 3.10.5 states that "both primary and secondary suppliers would need to obtain a supply licence from CRU" and that CRU does not "intend to create a separate or differentiated supply licence for secondary suppliers." We understand the logic of consistency, but we believe this approach requires further consideration.

The obligations of a primary supplier - customer protection handbook, credit risk management, disconnection procedures, payment default processes - are calibrated for an essential service relationship. A secondary supplier providing an EV charging tariff to a commercial customer operates in a fundamentally different risk environment. The customer has a primary supply relationship providing security of supply; the secondary contract is a commercial service for a discrete load.

Requiring full supply licence obligations for secondary suppliers - including the costs and capital requirements associated with holding a supply licence - will suppress competition in the secondary supply market. The parties best placed to provide specialist EV tariffs, flexible load contracts, or aggregation-linked secondary supply are specialist flexibility providers and aggregators, not full-service energy suppliers. Imposing full supply licence obligations would exclude these parties or force them into partnerships with licensed suppliers, reducing the independence and innovation that Option 1 is meant to deliver.

We would advocate for a differentiated, lighter-touch registration pathway for secondary suppliers, with obligations calibrated to the consumer protection risk of secondary supply. Secondary supply does not involve disconnection rights, cannot create fuel poverty scenarios, and operates against a background of primary supply security. The regulatory framework should reflect this.

Customer Ownership of Secondary Meters and Data Portability

We support CRU's position in Section 3.5.3 that Customers should own their secondary meters where the meter was installed by a supplier. Customer ownership is essential for switching rights. We would extend this to advocate for explicit data portability rights:

a customer's half-hourly secondary meter data should be accessible to them and, with their consent, to any third party they authorise. This is consistent with the broader smart meter data access principles and is essential for flexibility service enrolment - an aggregator working with a customer on a demand response programme cannot perform their function if they cannot access the secondary meter data that measures the flexible load.

Technology Neutrality in Secondary Metering

We reiterate our Technology Neutrality principle here. CRU's preference for ESBN-installed secondary meters (Option B, Section 3.5.2) is understandable but should not be the exclusive approach. Option C - device-integrated meters - should be treated as equally valid, subject to meeting ESBN's technical and communication standards. The paper itself acknowledges (Section 3.5.2) that confining the framework to ESBN-installed meters "may curtail competition in this space or prevent innovations, such as devices with in-built meters, from being utilised." We agree, and would ask CRU to commit to a multi-option approach from the outset rather than defaulting to ESBN installation as the preferred route.

Q6 & Q7 - Secondary Meter Ownership and Multiple Supply Contracts

Question 6: CRU invite respondents to consider the above approach to ownership and installation in a multiple supply contracts approach denoted in Option 2. Is there anything you would like to change or see included in relation to this area? Do you agree with this approach? Please provide the rationale for your position or for any alternatives you propose.

Question 7: Do you believe that Option 2 as presented is an appropriate approach for multiple supply contracts in Ireland? Is there anything else CRU should consider in relation to the approach taken under Option 2?

Secondary Meter Ownership and Installation Under Option 2 (Q6)

We agree with CRU's position that under Option 2, the supplier is best placed to install and maintain the secondary meter, and that the customer should own the meter to preserve switching freedom. This is the correct approach for a single-supplier model where the billing relationship is contained within one party.

However, the Technology Neutrality principle we set out under Q1 applies equally here. Where a customer has already installed a device with an integrated MID-certified meter - an EV charger, heat pump, hybrid inverter, or BESS - the supplier should be able to recognise that device for secondary metering purposes under Option 2, rather than requiring installation of a separate meter. The same standards-based eligibility criterion should apply: any metering approach that meets ESBN's technical and communication standards is treated as eligible, regardless of form factor.

We also reiterate the data portability point made under Q4. Even within a single-supplier model, the customer's half-hourly secondary meter data should be accessible to them and, with their consent, to authorised third parties. This is essential to ensure that a customer's participation in Option 2 does not create a data silo that prevents them from subsequently enrolling in flexibility services or transitioning to Option 1 when it becomes available.

Assessment of Option 2 as a Framework (Q7)

Option 2 is a pragmatic interim step and we acknowledge its merits. It avoids the requirement to modify central market systems, can be implemented faster, and places the costs of secondary metering on suppliers rather than the wider customer base. These are genuine advantages in a transition period.

However, we want to be clear about what Option 2 is and what it is not. Option 2 preserves the one-supplier-per-connection-point model. It provides Customers with more tariff flexibility within their existing supplier relationship, but it does not introduce the competitive dynamic that the Directive intends - the ability to choose a specialist secondary supplier for a specific load. Under Option 2, a customer's choice is limited to whatever package their existing supplier offers. If their current supplier does not choose to offer an EV tariff with a secondary meter, the customer has no recourse within the Option 2 framework.

This is a material limitation. The competition benefits of secondary supply - specialist providers, innovative tariff structures, independent aggregator relationships - are not available under Option 2. Option 2 also has no mechanism for an independent aggregator to access secondary meter data directly, because the secondary meter relationship sits entirely within the single supplier relationship.

We therefore take the following position:

Option 2 should be explicitly framed as a stepping stone toward Option 1, not as a permanent solution for non-domestic Customers. CRU should commit in this consultation to a phased approach: Option 2 first, as a faster-to-deliver interim, with Option 1 following for commercial and industrial Customers within a defined timeframe. The two options are not mutually exclusive - Option 2 can be deployed while Option 1 is developed. But permitting Option 2 to become the de facto permanent solution - because Option 1 is complex and costly - would represent a failure to deliver the competitive market that the Directive requires.

We would ask CRU to confirm in any subsequent policy paper that Option 1 remains the target architecture for non-domestic Customers and that Option 2 does not displace it.

Q8 - Technical and Flexibility Gaps

Question 8: Do you believe that the above technical information encapsulates the aspects that will need to be considered when establishing a solution for multiple supply contracts? Are there other aspects not included in this Conceptual Design that CRU should consider?

This is the question where we have the most to add. In our view, the paper's treatment of the interaction between these frameworks and flexibility/demand response services is underdeveloped. We suggest the gaps identified below need to be addressed in subsequent work, and the design choices being made now on settlement architecture and data access will determine whether they can be addressed cleanly or will require costly bolt-on infrastructure later.

We identify five specific gaps.

Gap 1: Interaction Between Sharing Instructions and Flexibility Dispatch in the Same Settlement Period

The paper does not address what happens when energy sharing instructions and demand response or flexibility dispatch instructions apply to the same customer in the same half-hour settlement period. This is not an edge case. A commercial customer may simultaneously be:

- Exporting energy through an ESO sharing arrangement;

- Responding to a demand reduction instruction from an aggregator under a flexibility service contract; and

- Importing residual supply through their primary supply contract.

These three activities all interact in the half-hourly settlement period. The prioritisation principle in its current form does not clarify how conflicts between them are resolved. If energy sharing instructions and flexibility dispatch instructions conflict - for example, if a sharing instruction directs export at the same moment that a flexibility instruction requires load reduction - which instruction takes precedence? Who receives the settlement proceeds? How is the customer's obligation under each contract discharged?

CRU should ensure that subsequent framework development includes an explicit treatment of instruction conflict resolution across sharing, flexibility, and primary supply in a common settlement period. Getting this wrong will either suppress flexibility service participation (if sharing takes precedence) or undermine the commercial viability of ESOs (if flexibility takes precedence without compensating the ESO).

Gap 2: Aggregators Are Mentioned but Given No Design Treatment

The paper mentions aggregation services in the context of the Prioritisation of Services principle (Section 1.2.5) and notes that "we may see the introduction of aggregation services, including for flexibility." However, aggregators receive no design treatment anywhere in the paper. There is no discussion of:

- Whether an aggregator can register as and operate as an ESO;

- Whether an aggregator can access secondary meter data directly to manage a flexibility contract enrolled at a secondary meter;

- How aggregation instructions flow through ESBN systems when a customer has both a primary supply contract and a secondary supply contract;

- What registration or notification requirements apply to aggregators operating in conjunction with energy sharing or secondary supply frameworks.

Aggregators are currently operating in Irish markets and will be central to the delivery of demand response and flexibility services at distribution level. The frameworks being designed in this consultation will directly constrain or enable their ability to operate. We would ask CRU to include demand response aggregator / flexibility service provider (FSP) access and participation as a specific workstream in the next phase of framework development.

Gap 3: Interaction Between Secondary Supply Contracts and Independent Flexibility Service Enrolment

Related to Gap 2, the paper does not address whether a customer with a secondary supply contract can simultaneously enrol the load measured by their secondary meter in a flexibility service provided by an independent aggregator. Under Option 1, if the secondary supplier is a specialist EV tariff provider and the customer also has a relationship with an aggregator for demand response, both parties need access to the secondary meter data. Can both be authorised simultaneously? Does the secondary supplier have veto rights over the aggregator's access? Does ESBN's settlement system support the concurrent presence of a secondary supply contract and a flexibility service enrolment at the same meter point?

These questions are not answered in the paper. The answer to each of them will materially affect the commercial proposition for specialist secondary suppliers and independent aggregators. They need to be addressed before the framework is finalised.

Gap 4: Demand-Side Flexibility as a Counterparty

The paper's model for energy sharing is explicitly generator-centric: active Customers with renewable generation share their exports with other Customers. The paper does not address demand-side flexibility - the ability of Customers to reduce or shift their load in response to grid signals or price signals - as an activity within the framework.

This is a gap because demand-side flexibility is the mirror image of generation-side sharing. Both are active customer behaviours that interact with the settlement architecture in similar ways. A customer who is reducing load in a half-hour period as part of a demand response contract is, in effect, releasing units that would otherwise have been imported from their primary supplier. The interaction between that activity and the settlement of their primary supply contract, secondary supply contract, or sharing arrangement is comparable to the sharing instruction interactions described above.

The framework being developed here will either accommodate demand-side flexibility naturally - if the settlement architecture is designed with it in mind - or will treat it as a separate problem requiring separate bolt-on infrastructure. We strongly advocate for the former. The demand-side flexibility use case should be explicitly considered in the settlement design work, not deferred to a separate workstream that then finds itself constrained by architecture choices already made.

Gap 5: Settlement Architecture and Flexibility Integration Must Be Co-Designed

This is the overarching point that underlies Gaps 1 through 4. The settlement architecture being designed for energy sharing and multiple supply contracts - the rules governing how half-hourly data from primary and secondary meters is allocated, how

instruction conflicts are resolved, and how fallback operates - will become the infrastructure on which flexibility services at distribution level are built.

If that architecture is designed solely with sharing and secondary supply in mind, and flexibility integration is treated as a later problem to be retrofitted, the Irish market could face challenges like: a flexibility architecture that sits alongside the settlement system rather than being integrated with it, creating complexity, cost, and barriers to participation for the aggregators and flexibility providers who are essential to the clean energy transition.

CRU should explicitly include demand response / flexibility service integration as a design requirement in the next phase of framework development for both energy sharing and multiple supply contracts. This does not require solving the flexibility framework in this consultation - it requires ensuring that the settlement architecture choices being made now do not limit clean integration later.

Summary

Triple Edge Energy supports CRU's direction of travel on both energy sharing and multiple supply contracts. The Conceptual Design establishes a sound foundation. Our main observations are:

1. The Prioritisation of Services principle should be explicitly scoped to operational fallback only. It should not be used to structurally subordinate flexibility and aggregation services.

2. A Technology Neutrality principle should be added, treating all metering approaches that meet ESBN technical standards as equivalent - including MID-certified meters integrated into EV chargers, heat pumps, hybrid inverters, and behind-the-meter BESS. The EU harmonised standards (EN 50470-3:2022, EN 50470-4:2023) and the 2026 MID amendment explicitly cover these applications.

3. The ESO model is the more significant innovation. The framework should support lightweight ESO registration, commercial pricing freedom, and explicit eligibility for new entrant commercial operators and aggregators.

4. DLAFs should not apply to shared energy. The MCC12 eligibility criterion should be reframed around half-hourly metering capability, not meter type.

5. Option 1 is the correct long-term architecture. Option 2 is a legitimate interim step but should not become a permanent solution for non-domestic Customers. CRU should commit to a phased approach with Option 1 as the target for commercial and industrial Customers.

6. Secondary supplier licensing should be differentiated and lighter-touch. Full supply licence obligations will suppress competition in the secondary supply market from the specialist providers best placed to serve it.

7. The paper's treatment of flexibility and aggregation is missing. Instruction conflict resolution, aggregator data access, simultaneous enrolment of secondary meters in flexibility services, and demand-side flexibility must all be addressed in the next phase of framework development.

We welcome the opportunity to engage further with CRU on any of the above and are reasonably available to participate in any webinars, workshops, or bilateral meetings as the framework development progresses.