











DCUSA Change Proposal (DCP)		At what stage is this document in the process?
<h2>DCP XXX:</h2> <h3>Amend Requirements for Emergency De-Energisation in Schedule 2B - National Terms of Connection</h3> <p><i>Date raised</i> - 13 September 2018</p> <p><i>Proposer Name</i> – Mr Steve Cox</p> <p><i>Company Name</i> – Electricity North West Limited</p> <p><i>Company Category</i> – Distribution Network Operator</p>		01 – Change Proposal
		02 – Consultation
		03 – Change Report
		04 – Change Declaration
<p>Purpose of Change Proposal:</p> <p>The intent of this Change Proposal is to revise/amend the National Terms of Connection, to allow for the De-energisation of a Customer's Installation by the Customer without the need to obtain prior agreement from the Licenced Distributor, where the condition or manner of operation of the Distribution System or the connection equipment poses an immediate threat of injury or material damage to any person or property.</p>		
	<p>Governance:</p> <p>The Proposer recommends that this Change Proposal should be:</p> <ul style="list-style-type: none"> • Treated as a Part 2 Matter • Treated as a Standard Change <p>The Panel will consider the proposer's recommendation and determine the appropriate route.</p>	
	<p>Impacted Parties: Distribution Network Operators (DNOs), Independent Distribution Network Operators (IDNOs), Customers, Generators and owners and operators of third-party equipment connected to the Distribution System</p>	
	<p>Impacted Clauses: Schedule 2B - National Terms of Connection, Paragraph 5 (De-Energisation)</p>	

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		8 
		8 steve.cox@enwl.co.uk
Indicative Timeline		
The Secretariat recommends the following timetable:		+447710069573
Initial Assessment Report	10 October 2018	Other:
Change Report Approved by Panel	21 November 2018	David Spillett
Change Report issued for Voting	23 November 2018	
Party Voting Closes	14 December 2018	david.spillett@energynetworks.org
Change Declaration Issued to Parties	18 December 2018	
		02077065124

1 Summary

What?

During a meeting of the Distribution Code Review Panel (DCRP), a Panel member who represents Non-Balancing Mechanism (BM) Generators raised concerns relating to the National Terms of Connection. Specifically, the concerns relate to the highlighted words of the following paragraph of Schedule 2B:

Emergency De-energisation

5.1 *If, in the reasonable opinion of:*

- 5.1.1 *the Company, the condition or manner of operation of the Customer's Installation or other equipment, and/or the condition or manner of operation of the Distribution System, poses an immediate threat of injury or material damage to any person or property (including the Customer's Installation, the Distribution System, the National Electricity Transmission System, and the electrical systems and installations connected (directly or indirectly) to the Distribution System and/or the National Electricity Transmission System), then the Company shall have the right to immediately De-energise the Connection Point if it is necessary or expedient to do so to avoid the occurrence of such injury or damage; or*
- 5.1.2 *the Customer, the condition or manner of operation of the Distribution System or the Connection Equipment poses an immediate threat of injury or material damage to any person or property (including the Customer's Installation), then the Customer shall have the right with the prior agreement of the Company to De-energise the Customer's Installation if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.*

Why?

The key concern that this Change Proposal (CP) is seeking to address is related to the fact that although the customer has the right to De-energise the Customer Installation, there is still a requirement to seek the prior agreement from the Company. Obtaining this agreement may not be practicable, could possibly take some time, and in the case of emergencies this may be too late, with serious consequences for either persons and/or property including the Customer's Installation.

How?

Consideration to potential solutions to address the concern have been discussed at the DCUSA Standing Issues Group (SIG) where it was raised as an issue prior to being developed into a CP. The view of the Party who raised the concern is that the section of text that states "with the prior agreement of the Company" should be deleted.

2 Governance

Justification for Part 1 and Part 2 Matter

This Change Proposal should be classed a Part 2 Matter as it is a minor amendment which appears to align to similar arrangements that are already set out in the DCUSA, which are explained in more detail in section 3 below. It also does not meet any of the criteria for it to be classed as a Part 1 Matter or necessitate the Authority to make a determination.

Requested Next Steps

This Change Proposal should:

- Be treated as a Part 2 Matter
- Be treated as a Standard Change
- Proceed to the Change Report phase

The Party who first raised the concern has advised that there are no critical events influencing the timeline.

3 Why Change?

As noted under the 'Why?' subheading of section 1, this CP seeks to ensure that a clear and unambiguous instruction is included in paragraph 5.1 which will afford the Customer the right, to De-energise the Customer's Installation without the prior agreement of the Company, where not doing so poses an immediate threat of injury or material damage to any person or property.

It is noted that similar provisions already exist in the DCUSA, specifically Clause 29.8 and paragraph 10.1 of Schedule 2B. For reference, both sets of text are set out below:

29.8 Where the Company installs Operational Metering Equipment in accordance with Clause 29.7:

29.8.1 the User shall (and shall procure that any Relevant Exempt Supplier shall) ensure that the employees, agents and invitees of the User (or Relevant Exempt Supplier) will not interfere with such equipment or the immediate connections to such equipment without the prior written consent of the Company, except to the extent that emergency action has to be taken to protect the health and safety of persons or to prevent serious damage to property proximate to the Operational Metering Equipment; and...

10. PLANT AND APPARATUS

Prohibition on Interference

10.1 Each Party shall ensure that its agents, employees and invitees do not interfere in any way with any of the Plant or Apparatus of the other Party without the consent of such other Party, except where emergency action has to be taken to protect the health and safety of persons or to prevent material damage to property. Neither Party shall knowingly do (or omit to do) anything which would cause the other Party to breach the Regulations.

Given the above, this CP follows the same logic applied elsewhere in the DCUSA and applies it to paragraph 5.1.2 of Schedule 2B 'National Terms of Connection'.

Part B: Code Specific Details

4 Solution and Legal Text

As noted in the sections above, this CP seeks to ensure that a clear and un-ambiguous instruction is included in paragraph 5.1 which will afford the Customer the right, to De-energise the Customer's Installation without the prior agreement of the Company, where not doing so poses an immediate threat of injury or material damage to any person or property.

It is noted that similar provisions already exist in the DCUSA, specifically Clause 29.8 and paragraph 10.1 of Schedule 2B. It would be expected that this person would be a competent person who has the experience and knowledge to undertake such emergency De-energisations.

Legal Text

The amendment to the legal text is minor in nature, specifically, the deletion of the words 'with the prior agreement of the Company' from paragraph 5.1.2 of Schedule 2B - National Terms of Connection. The draft legal text for this CP is set out in Attachment 1 and is included below for reference.

Schedule 2B - National Terms of Connection

Emergency De-Energisation

5.1 If, in the reasonable opinion of:

- 5.1.1 the Company, the condition or manner of operation of the Customer's Installation or other equipment, and/or the condition or manner of operation of the Distribution System, poses an immediate threat of injury or material damage to any person or property (including the Customer's Installation, the Distribution System, the National Electricity Transmission System, and the electrical systems and installations connected (directly or indirectly) to the Distribution System and/or the National Electricity Transmission System), then the Company shall have the right to immediately De-energise the Connection Point if it is necessary or expedient to do so to avoid the occurrence of such injury or damage; or
- 5.1.2 the Customer, the condition or manner of operation of the Distribution System or the Connection Equipment poses an immediate threat of injury or material damage to any person or property (including the Customer's Installation), then the Customer shall have the right ~~with the prior agreement of the Company~~ to De-energise the Customer's Installation if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.

5 Code Specific Matters

Reference Documents

Minutes of the [Standing Issues Group Meeting 86](#)

The DCUSA Issues Form (DIF) 53 [National Terms of Connection \(NTOC\) - De-Energisation](#)

6 Relevant Objectives

DCUSA Charging Objectives	Identified impact
<input type="checkbox"/> 1 that compliance by each DNO Party with the Charging Methodologies facilitates the discharge by the DNO Party of the obligations imposed on it under the Act and by its Distribution Licence	None
<input type="checkbox"/> 2 that compliance by each DNO Party with the Charging Methodologies facilitates competition in the generation and supply of electricity and will not restrict, distort, or prevent competition in the transmission or distribution of electricity or in participation in the operation of an Interconnector (as defined in the Distribution Licences)	None
<input type="checkbox"/> 3 that compliance by each DNO Party with the Charging Methodologies results in charges which, so far as is reasonably practicable after taking account of implementation costs, reflect the costs incurred, or reasonably expected to be incurred, by the DNO Party in its Distribution Business	None
<input type="checkbox"/> 4 that, so far as is consistent with Clauses 3.2.1 to 3.2.3, the Charging Methodologies, so far as is reasonably practicable, properly take account of developments in each DNO Party's Distribution Business	None
<input type="checkbox"/> 5 that compliance by each DNO Party with the Charging Methodologies facilitates compliance with the Regulation on Cross-Border Exchange in Electricity and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.	None
<input type="checkbox"/> 6 that compliance with the Charging Methodologies promotes efficiency in its own implementation and administration.	None
DCUSA General Objectives	Identified impact
<input type="checkbox"/> 1 The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks	Positive
<input type="checkbox"/> 2 The facilitation of effective competition in the generation and supply of electricity and (so far as is consistent therewith) the promotion of such competition in the sale, distribution and purchase of electricity	N/A
<input type="checkbox"/> 3 The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences	Positive
<input type="checkbox"/> 4 The promotion of efficiency in the implementation and administration of the DCUSA	N/A
<input type="checkbox"/> 5 Compliance with the Regulation on Cross-Border Exchange in Electricity and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.	N/A

Please explain how this change will better facilitate the relevant DCUSA Code objectives and concisely explain the rationale

Comment [DT1]: Further detail to be added here to state why the change better facilitates the objectives. ElectraLink can draft this, however want to confirm that it is okay to proceed with the amended text.

7 Impacts & Other Considerations

Does this Change Proposal impact a Significant Code Review (SCR) or other significant industry change projects, if so, how?

There are no cross-code, consumer, environmental or other related work impacts associated with this Change Proposal.

Does this Change Proposal Impact Other Codes?

- BSC ☐
- CUSC ☐
- Grid Code ☐
- MRA ☐
- SEC ☐
- Other ☐
- None ☐

Consideration of Wider Industry Impacts

This Change Proposal will not be impacted by or have an impact upon wider industry developments.

Confidentiality

No parts of this Change Proposal form are to remain confidential to the DCUSA Panel (and any subsequent DCUSA Working Group) and/or Ofgem.

8 Implementation

This Change Proposal should be implemented as soon as possible and as such it is proposed that it is to be implemented in the next scheduled release following approval.

Proposed Implementation Date

Allowing for due process to be followed, the next practical scheduled DCUSA Release date that applies and is proposed will be February 2019.

9 Recommendations

Part C: Guidance Notes for Completing the Form

Ref	Section	Guidance
1	Attachments	Append any proposed legal text or supporting documentation in order to better support / explain the CP.
2	Governance	<p>A CP must be categorised as a Part 1 or Part 2 matter in accordance with Clause 10.4.7 of the DCUSA. All Part 1 matters require Authority Consent.</p> <p>Part 1 Matter</p> <p>A change Proposal is considered a Part 1 Matter if it satisfies one or more of the following criteria:</p> <ul style="list-style-type: none"> a) it is likely to have a significant impact on the interests of electricity consumers; b) it is likely to have a significant impact on competition in one or more of: <ul style="list-style-type: none"> i. the generation of electricity; ii. the distribution of electricity; iii. the supply of electricity; and iv. any commercial activities connected with the generation, distribution or supply of electricity; c) it is likely to discriminate in its effects between one Party (or class of Parties) and another Party (or class of Parties); <ul style="list-style-type: none"> i. it is directly related to the safety or security of the Distribution Network; and ii. it concerns the governance or the change control arrangements applying to the DCUSA; and iii. it has been raised by the Authority or a DNO/IDNO Party pursuant to Clause 10.2.5, and/or the Authority has made one or more directions in relation to it in accordance with Clause 11.9A. <p>Part 2 Matter</p> <p>A CP is considered a Part 2 Matter if it is proposing to change any actual or potential provisions of the DCUSA which does not satisfy one or more of the criteria set out above.</p>
3	Related Change Proposals	Indicate if the CP is related to or impacts any CP already in the DCUSA or other industry change process.

4	Proposed Solution and Draft Legal Text	<p>Outline the proposed solution for addressing the stated intent of the CP. The Change Proposal Intent will take precedence in the event of any inconsistency. A DCUSA Working Group may develop alternative solutions.</p> <p>The plain English description of the proposed solution should include the changes or additions to existing DCUSA Clauses (including Clause numbers).</p> <p>Insert proposed legal drafting (change marked against any existing DCUSA drafting) which enacts the intent of the solution. The legal text will be reviewed by the Working Group (if convened) and is likely to be subject to legal review as part of its progress through the DCUSA change process.</p>
5	Proposed Implementation Date	<p>The Change can be implemented in February, June, and November of each year or as an extraordinary release. For Charging Methodology CPs, select an implementation date which takes into consideration the minimum notice periods for publishing tariffs. These are:</p> <ul style="list-style-type: none"> • 15 months, for DNOs acting within their Distribution Services Areas; or • 14 months, for IDNOs and DNOs acting outside their Distribution Services Area. <p>Please select an implementation date that provides sufficient time for the Change to be incorporated into the appropriate charging model and the DCUSA in order to be reflected in future tariffs.</p> <p>Contact the DCUSA helpdesk for any further information on the releases dcusa@electralink.co.uk.</p>
6	Impacts & Other Considerations	<p>Indicate whether this Change Proposal will be impacted by or have an impact upon wider industry developments. If an impact is identified, explain why the benefit of the Change Proposal may outweigh the potential impact and indicate the likely duration of the Change.</p>
7	Environmental Impact	<p>Indicate whether it is likely that there would be a material impact on greenhouse gas emissions as a result of the proposed variation being made. Please see Ofgem Guidance.</p>
8	Confidentiality	<p>Clearly indicate if any parts of this Change Proposal Form are to remain confidential to DCUSA Panel (and any subsequent DCUSA Working Group) and Ofgem</p>
9	DCUSA General Objectives	<p>Indicate which of the DCUSA Objectives will be better facilitated by the Change Proposal.</p>
10	Detailed Rationale for DCUSA Objectives	<p>Provide detailed supporting reasons and information (including any initial analysis that supports your views) to demonstrate why the CP will better facilitate each of the DCUSA Objectives identified.</p>

11	DCUSA Charging Objectives	Indicate which of the DCUSA Charging Objectives will be better facilitated by the Change Proposal.
12	Defining 'Material' for Charging Methodology Changes	In respect of proposals to vary one or more of the Charging Methodologies, such proposals shall be deemed to be "material" if they might reasonably be expected to have a significant impact on the tariffs calculated under one or more of the methodologies.