

DCUSA Change Proposal Form

This form is issued in accordance with Clause 10.5 of the DCUSA.

Completed forms should be returned to dcusa@electralink.co.uk for assessment by the DCUSA Panel. Failure to complete all parts of the form may result in it being rejected by the DCUSA Panel.

PART A – Mandatory for all Change Proposals

PART B – Mandatory for Non Charging Methodologies Proposals

PART C – Mandatory for Charging Methodologies Proposals

PART D – Guidance Notes

PART A - MANDATORY FOR ALL CHANGE PROPOSALS

Document Control	
CP Status	Standard
CP Number	DCP 253
Date of submission	03/11/2015
Attachments	None
Originator Details	
Company Name	London Power Networks
Originator Name	Paul Morris
Category	DNO
Email Address	Paul.morris@ukpowernetworks.co.uk
Phone Number	0207 397 7807
Change Proposal Details	
CP Title	Retightening and remaking of whole current metering system terminal connections.
Impacted parties	DNO / IDNO / SUPPLIER / OTHER
Impacted Clause(s)	25
Part 1 / Part 2 Matter	Part 1
Provide your rationale why you consider this change is a Part 1 or Part 2 Matter	We believe that the effect of having consent from the Supplier parties for the DNO/IDNO parties to retighten or remake terminations to whole current metering system terminals consequent to DNO works on DNO/IDNO equipment may have some consequences with respect to metering systems and potential impact on customers. This may discriminate in terms of the balance of benefits and consequences between the Distributor and Supplier parties as noted in clause 9.4.3 of the DCUSA. We consider that the practical likelihood of detriment to the Supplier party arising from this proposal is slight, and that the proposal is beneficial to both Supplier and DNO/IDNO parties. We believe the categorisation should be for the DCUSA Panel to consider further.
Related Change Proposals	None

Change Proposal Intent

To permit a DNO/IDNO, when it replaces its service cut-out, to retighten the meter tails and customer tails connecting into and out of a whole current meter and/or remake connections to meter terminals as necessary prior to re-energisation.

Business Justification and Market Benefits

An outcome of the RIMISSE1¹ court case is that there is an elevated concern amongst industry parties over liability due to acts or omissions which might lead to elevated fire risk at the service termination / metering position, most specifically in the case of whole current metering. In the court case concern focussed on maintenance of service and metering equipment and did focus to an extent on the reliability of electrical connections. This leads DNO/IDNOs, and we would suggest Supplier's meter operators, to be concerned with the robustness of arrangements to ensure the ongoing quality of electrical connections at the meter and cut-out after works have been conducted by either the DNO/IDNO or the Supplier's meter operator.

Whereas DNO/IDNOs, although lacking some prescription, already consent to the Supplier's meter operator accessing the load side terminals following metering works, no such equivalent Supplier consent exists for the DNO/IDNO to retighten or remake connections to meter terminals when the DNO/IDNO replaces its cut-out.

When a DNO/IDNO replaces its service cut-out it is likely, despite best endeavours, that the meter tails and customer tails connecting into and out of a whole current meter will be disturbed to some extent and the quality of the electrical connections within the metering terminals may be affected.

Without the retightening or remaking of connections within the metering terminals an elevated risk may exist. We consider that the DNO/IDNO requires formally granted rights from the Supplier parties to retighten and/or remake connections to meter terminals so that the DNO/IDNO can discharge its statutory and licence duties arising from replacement and maintenance of its systems in the safest manner efficiently and practically possible. We are proposing the immediate retightening of meter terminals by the DNO/IDNO operative on site immediately following works and prior to re-energisation.

We are proposing this narrowly scoped change solely to establish DNO/IDNO rights to access to retighten, and remake if necessary, the meter tail and customer tail terminations into a whole current metering system to ensure continued safety and integrity of the distributor/meter operator asset chain. No rights to move the meter or relocate the meter are sought under this proposal.

In Standing Issues Group Issue DIF 041 responses it was noted that there is no express DCUSA obligation upon the Supplier's Meter Operator Agent to recheck cut-out terminals following metering works and as part of this proposal we seek to clarify DNO/IDNO expectations in that regard.

The DNO/IDNO, for safety reasons, must be able to replace its service termination equipment so as to comply with its general obligations in law and this need cannot be restricted. Therefore an effective arrangement for the minimising and managing of risks arising from DNO/IDNO disturbance of the meter and customer tail terminations into whole current metering systems is desired.

In Issue DIF 041, UK Power Networks offered four scenarios to DCUSA SIG participants to consider, which were put out in an RFI for further feedback. The four options are listed below.

- Option 1. **Distributor retightening following its works and prior to re-energisation**
- Option 2. **Supplier retightening on second subsequent visit sometime after Distributor re-energisation**
- Option 3. **Supplier retightening on pre-scheduled co-attendance visit prior to re-energisation**
- Option 4. **Distributor to leave de-energised until subsequent visit by Meter Operator who re-energises**

RFI responses have established Option 1 as the clearly preferred option amongst DNOs, IDNOs and Suppliers, namely for the DNO/IDNO to be allowed to retighten meter and customer tail terminations

¹ The High Court decision dated 17th September 2012 on Case Nos: HT-10-95, HT-10-210, HT-10-??, HT-10-427 and HT-11-163 in respect of "Repair, Installation, Maintenance and Inspection of Supply Side Equipment", Neutral Citation Number: [2012] EWHC 2541 (TCC)

and to avoid the need for Supplier agent visits and avoid a gap in time between possible disturbance of meter terminal connections and the remediation act of retightening or remaking of the connections to those terminals.

The Business Justification is the avoidance of risk of failure of electrical terminations that might result, for example, in fire, damage, injury or fatality.

The consequences in terms of contractual, civil and criminal liabilities could fall upon either DNO/IDNO or Supplier depending on the circumstances at the particular premises. The proposal to allow the DNO/IDNO to retighten terminals on whole current metering systems, following DNO/IDNO Connection Equipment works but prior to Re-energisation of the Connection by the DNO/IDNO, represents the lowest risk and lowest cost solution to reduce not only the DNO/IDNO potential risk but also that of the Supplier.

Proposed Solution and Draft Legal Text

We believe an additional sequence of clauses commencing after the current clause 25.22 in Part 2A would be appropriate. An initial proposed draft is provided below.

“25.23 Where the Company replaces or maintains or operates Connection Equipment that provides the connection to a Metering Point measured for settlements with a whole current Metering System, the User permits the Company to access the terminals of the whole current Metering System to tighten those terminals and if necessary remake the connections to those terminals so as to remedy possible disturbance of the connections to the whole current Metering System that may have arisen as a consequence of the Company’s actions.

25.24 Where the User’s Metering Operator Agent replaces or maintains a whole current Metering System, for the avoidance of doubt inclusive of meter tails, that is connected to the Company’s Connection Equipment, the User shall retighten and if necessary remake the connections of its meter tails to the Company’s Connection Equipment so as to remedy possible disturbance of the connections to the Connection Equipment that may have arisen as a consequence of the User’s Meter Operator Agent’s actions.

Proposed Implementation Date

We consider that the nature of the change should permit a very short implementation period, given that the change is essentially a logical change of granting consent for the IDNO/DNO to access and retighten, and if necessary remake, connections to whole current metering system terminals.

We would propose that the consent for the DNO/IDNO to retighten, and if necessary the remake, connections to whole current metering system terminals should commence immediately upon incorporation into the next available DCUSA release date following consent.

Impact on Other Codes

Please tick the relevant boxes and provide any supporting information.

- | | |
|-----------|-------------------------------------|
| BSC | <input type="checkbox"/> |
| CUSC | <input type="checkbox"/> |
| Grid Code | <input type="checkbox"/> |
| MRA | <input type="checkbox"/> |
| SEC | <input type="checkbox"/> |
| Other | <input type="checkbox"/> |
| None | <input checked="" type="checkbox"/> |

If other please specify

Consideration of Wider Industry Impacts
<p>We do not consider that there are further industry impacts given that;</p> <ol style="list-style-type: none"> 1. The arrangements of liabilities are already addressed within DCUSA. We consider that the limitations on liabilities that should apply to DNO/IDNO works upon whole current metering system terminals should be the same as for Supplier's agents' works on the cut-out, namely connecting, disconnecting or reconnecting wiring to the cut-out load side terminals, and operating the cut-out. For that reason we consider that the existing liability clauses within DCUSA are suitable without change. 2. The arrangements for longer term de-energisations, as would require a notification of energisation status change by the DNO/IDNO, are already provided for in DCUSA though noting that the duration of DNO/IDNO works envisaged under this change proposal are typically single part day in duration. 3. Although DNO/IDNOs do not currently have formally stated consent to work upon metering systems, save for any patchy bilateral consents, MOCOPA® already provides a requirement for the Distribution Business to reseal metering equipment terminal covers with a MOCOPA® standard of seal and therefore we consider that no changes to MOCOPA® would be required.
Environmental Impact
None
Confidentiality
No

PART B – MANDATORY FOR NON CHARGING METHODOLOGIES CHANGE PROPOSALS

DCUSA Objectives

General Objectives:

Please tick the relevant boxes. [See Guidance Note 9]

- 1 The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks
- 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
- 3 The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences
- 4 The promotion of efficiency in the implementation and administration of this Agreement
- 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.

Detailed rationale for better facilitation of the DCUSA Objectives identified above

Objective 1

We believe that the ability of the DNO/IDNO parties to retighten and if necessary remake connections to whole current Metering System terminals consequent to DNO/IDNO works upon their service equipment enables a simpler, faster and safer procedural means to ensure the integrity of the electrical equipment on the customer's premises and better ensures the safety of the relevant customer than would be the case with either no tightening of meter terminals or alternative solutions leading to complex communication sequences and delays between DNO/IDNO works and Supply retightening of meter terminals.

Objective 3

There is no express Licence Obligation relevant to the DNO/IDNO working upon Metering Systems but we consider that there are constraints upon the duties under Electricity Act, the Electricity Safety, Quality and Continuity Regulations and the Electricity At Work Regulations *if* a more robust solution to works by the DNO/IDNO near whole current Metering Systems is not delivered. The existence of the RIMISSE Court case judgement is to have the effect of making asset owners more wary over the condition of their equipment, the disturbance of their equipment, the likely altered condition of their equipment and the consequential outcomes if not efficiently and expeditiously addressed.

We believe that the ability of the DNO/IDNO parties to retighten and if necessary remake connections to whole current Metering System terminals consequent to DNO/IDNO works upon their service equipment enables the DNO to operate more safely when conducting its duties to maintain its connection under the Electricity Act (a prime Licence Obligation) and peripheral Electricity Safety, Quality and Continuity Regulations and the Electricity At Work Regulations as issued pursuant to the Health and Safety at Work Act. With the DNO/IDNO otherwise constrained from working upon whole current Metering System terminals, we consider that Suppliers and DNO/IDNO parties are and would be at elevated risk from untightened meter terminals following DNO/IDNO works in which it is in the interests of both Supply and Distribution licence holders to agree to progress this proposal.

PART C – MANDATORY FOR CHARGING METHODOLOGIES CHANGE PROPOSALS

DCUSA Charging Objectives

Please tick the relevant boxes. [See Guidance Note 11]

Charging Objectives:

- 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
- 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)
- 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
- 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
- 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.

General Objectives:

- 1 The development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks
- 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
- 3 The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences
- 4 The promotion of efficiency in the implementation and administration of this Agreement
- 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.

Detailed rationale for better facilitation of the DCUSA Objectives identified above

n/a

Has this issue been discussed at any other industry forums? If so please specify and provide supporting documentation

Yes. This issue has been discussed at the DCUSA Standing Issues Group under reference DIF 041 and has been subject of an RFI with good responses and a consensus towards supporting a change to deliver Option 1 as set out in DIF 041.

PART D – GUIDANCE NOTES FOR COMPLETING THE FORM

Guidelines for Working Group Members and Working Group Terms of Reference are available on the DCUSA Website and provide more information about the progression of the Change Process. www.dcusa.co.uk

Ref	Data Field	Guidance
1	Attachments	Append any proposed legal text or supporting documentation in order to better support / explain the CP.
2	Part 1 / Part 2 Matter	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.
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 in to consideration the deadlines for publishing indicative tariffs.</p> <ul style="list-style-type: none"> • Submission of Company indicative tariffs is 31 December of each year. • Final tariffs are published on 1 April of each year. <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 within the December indicative tariffs.</p> <p>Contact the DCUSA helpdesk for any further information on the releases dcusa@electralink.co.uk.</p>
6	Consideration of Wider Industry Impacts	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.
7	Environmental Impact	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 .
8	Confidentiality	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.
9	DCUSA General Objectives	Indicate which of the DCUSA Objectives will be better facilitated by the Change Proposal.
10	Detailed Rationale for DCUSA Objectives	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.
11	DCUSA Charging Objectives	Indicate which of the DCUSA Charging Objectives will be better facilitated by the Change Proposal. Please note that a CDCM or EDCM change may also facilitate the DCUSA General objectives.