











## Part A: Generic

DCUSA Change Proposal (DCP)		At what stage is this document in the process?
<h1>DCP 329:</h1> <h2>Amend Requirements for Emergency De-energisation in Schedule 2B - National Terms of Connection</h2> <p><i>Date raised</i> - 21 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"> <li>• Treated as a Part 2 Matter</li> <li>• Treated as a Standard Change</li> </ul> <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: Paragraph 5.1.2 (Emergency De-energisation) in Sections 3 and 4 of Schedule 2B (National Terms of Connection)</p>	

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Indicative Timeline		Other: David Spillett
The Secretariat recommends the following timetable:		 david.spillett@energynetworks.org.
Initial Assessment Report	10 October 2018	 02077065124
Change Proposal Approved by Panel	21 November 2018	
Consultation Issued to Industry Participants	January/ February 2019	
Change Report Approved by Panel	March 2019	
Change Report issued for Voting	March 2019	
Party Voting Closes	March 2019	
Change Declaration Issued to Parties	April 2019	
Implementation	April 2019	

## 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 contained in Sections 3 and 4 of Schedule 2B:

#### *Emergency De-energisation*

5.1 *If, in the reasonable opinion of:*

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:

- Proceed to a Working Group

### 3 Why Change?

As noted under the 'Why?' subheading of section 1, this CP seeks to ensure that a clear and un-ambiguous instruction is included in paragraph 5.1.2 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 in Clause 29.8 and in paragraph 10.1 of Section 4 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 Sections 3 and 4 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 5.1.2 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 in Clause 29.8 and in paragraph 10.1 of Section 4 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 Sections 3 and 4 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.

**Amend paragraph 5.1.2 of Sections 3 and 4 of Schedule 2B as follows:**

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	

<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
<b>DCUSA General Objectives</b>	<b>Identified impact</b>
<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

This Change Proposal will better facilitate the relevant DCUSA General Objective One as it is more efficient to allow a customer, who has the experience and knowledge, to de-energise their own Customer Installation in emergency situations without the prior agreement of the DNO. This means that less DNO resources are used in cases where a customer can do it themselves, potentially saving costs as well as avoiding potential damage to property and/or injury to persons. Such allowances already exist in DCUSA, hence it makes sense to create alignment throughout.

## 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       | <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 type="checkbox"/> |

### Consideration of Wider Industry Impacts

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

### Environmental Impacts

There will not be any material impact on greenhouse gas emissions from the implementation of this CP.

### 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