

DCUSA DCP 035 Consultation Responses – Collated Comments

Question One	Does the proposed CP better facilitate the DCUSA Objectives? Please state which objective(s) and give supporting comments.
CE Electric UK (NEDL/YEDL)	<p>Yes, objectives 3 & 4. Objective 3 is better facilitated because the distribution and supply licence has changed format and any obligations we have under this licence can only be effectively discharged if it is properly referenced in industry codes like DCUSA. Objective 4 is better facilitated because DCUSA administration is more efficient if the definitions and references to license conditions are up to date. If they are not kept up to date it could lead to some confusion over what exactly a given clause is trying to achieve.</p>
Central Networks East & Central Networks West	<p>DCUSA Objectives: -</p> <p style="padding-left: 40px;">The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences; and</p> <p style="padding-left: 40px;">The promotion of efficiency in the implementation and administration of this Agreement.</p> <p>As a consequence of the format changes to the Licences, it would be more efficient to discharge the obligations of a DNO/Supplier/IDNO under their respective licences if such obligations were properly referenced in the DCUSA.</p> <p>The administration of DCUSA is more efficient if references between DNO/Supplier/IDNO licences and DCUSA are correct as if not, then confusion may arise as to quite what a given clause is trying to achieve.</p>
EDF Energy Customers	<p>Yes</p> <p>3. The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences; and</p>

	<p>This change proposal updates the DCUSA to reflect the correct references in the licences.</p> <p>4. The promotion of efficiency in the implementation and administration of this Agreement.</p> <p>This update will ensure that the Agreement is accurately reflecting licence obligations and therefore will not lead to any misunderstandings regarding references etc</p>
EDF Energy Networks	<p>Yes</p> <p>Objective 3 – discharge of license obligations as they are better referenced and clearer in the document.</p> <p>Objective 4 – efficiency in the admin of the agreement is improved as new CPs ought to reflect the current License conditions but could then conflict with a base document that reflects old ones if this change is not made. Also a new CP ought to reflect current License condition numbering but those same numbers may have been used already in DCUSA but reflecting the old numbering system and so a conflict would be created by having the same condition number being referenced with the intent of meaning different obligations e.g. LC14 is now about UoS charges (and should be referenced in DCUSA) but was previously about MPAS (and was referenced in DCUSA). Without this change confusion will ensue e.g about what LC14 is actually referring to.</p>
Electricity North West Limited	<p>The objectives of DCUSA are:</p> <p><i>3.1.1 the development, maintenance and operation by the DNO Parties and IDNO Parties of efficient, co-ordinated, and economical Distribution Networks;</i></p> <p>There is no impact on this objective.</p> <p><i>3.1.2 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</i></p>

	<p><i>purchase of electricity;</i></p> <p>There is no impact on this objective</p> <p><i>3.1.3 the efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences; and</i></p> <p>This change proposal ensures that we discharge our Licence obligation by ensuring that we maintain DCUSA, so there is no better facilitation of this objective but a requirement to undertake such a change to meet the obligation.</p> <p><i>3.1.4 the promotion of efficiency in the implementation and administration of this Agreement.</i></p> <p>Both the Supply and Distribution Licence reviews have been undertaken in one change proposal. This promotes efficiency in the implementation of DCUSA. It does not however better facilitate this objective since there is no process change.</p> <p>Overall this change proposal maintains the status quo. There is no process change and as such is purely a housekeeping update. There is no better facilitation of the DCUSA objectives, and in our opinion, since it is a requirement to undertake such a change, neither should it need to be measured against them.</p>
<p>Npower Ltd, Npower Direct Ltd, Npower Northern Ltd, Npower Northern Supply Ltd, Npower Yorkshire Ltd, Npower Yorkshire Supply Ltd, Electricity Plus Supply Ltd</p>	<p>We are in agreement with the Panel's views (as expressed in the Change Report) that DCP35 will better facilitate DCUSA Objective 3 ("The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licence") and DCUSA Objective 4 ("The promotion of efficiency in the implementation and administration of this Agreement"), as it will be more efficient for Parties to discharge their obligations under the Licence if those obligations are properly referenced within Industry Codes.</p>
<p>ScottishPower Energy Retail Ltd</p>	<p>The objectives referenced</p>
<p>SP Dist/SP Manweb</p>	<p>Better facilitates the following objectives:</p>

	<p>3. The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences; and</p> <p>4. The promotion of efficiency in the implementation and administration of this Agreement.</p>
The Electricity Network Company	It better facilitates objectives 3 and 4. It is important that the agreement is maintained up to date. It is sensible and efficient that the agreement is consistent with the current licences
Western Power Distribution (South West) plc, and Western Power Distribution (South Wales) plc	<p>Yes</p> <p>The change proposal better facilitates objective 3.1.3. of the DCUSA; "The efficient discharge by the DNO Parties and IDNO Parties of obligations imposed upon them in their Distribution Licences."</p> <p>and objective 3.1.4. of the DCUSA; "the promotion of efficiency in the implementation and administration of this Agreement" as it ensures DCUSA is properly aligned with the Licences following their re-formatting.</p>
Question Two	Are there any other alternative solutions you would like to be considered?
CE Electric UK (NEDL/YEDL)	No.
Central Networks East & Central Networks West	There are no other solutions Central Networks wishes to be considered
EDF Energy Customers	No
EDF Energy Networks	No

Electricity North West Limited	No, apart from minor comments raised under any further comments.
Npower Ltd, Npower Direct Ltd, Npower Northern Ltd, Npower Northern Supply Ltd, Npower Yorkshire Ltd, Npower Yorkshire Supply Ltd, Electricity Plus Supply Ltd	No.
ScottishPower Energy Retail Ltd	
SP Dist/SP Manweb	No
The Electricity Network Company	No
Western Power Distribution (South West) plc, and Western Power Distribution (South Wales) plc	No
Question Three	Please indicate if you expect to incur any costs to support the CP (particularly where these are related to internal system changes)
CE Electric UK (NEDL/YEDL)	We do not expect to incur any costs in supporting this change proposal.
Central Networks East & Central Networks West	Central Networks does not expect to incur any costs as a consequence of this Change Proposal being implemented
EDF Energy Customers	No
EDF Energy Networks	None
Electricity North West Limited	None
Npower Ltd, Npower Direct	We do not expect to incur any costs to support this CP.

Ltd, Npower Northern Ltd, Npower Northern Supply Ltd, Npower Yorkshire Ltd, Npower Yorkshire Supply Ltd, Electricity Plus Supply Ltd	
ScottishPower Energy Retail Ltd	
SP Dist/SP Manweb	No
The Electricity Network Company	no
Western Power Distribution (South West) plc, and Western Power Distribution (South Wales) plc	None expected
Question Four	Do you support the proposed implementation date of 26 February 2009? Please state alternative if applicable
CE Electric UK (NEDL/YEDL)	Yes.
Central Networks East & Central Networks West	Central Networks supports the implementation date of the 26 th February 2009
EDF Energy Customers	Yes
EDF Energy Networks	Yes
Electricity North West Limited	Yes
Npower Ltd, Npower Direct Ltd, Npower Northern Ltd, Npower Northern Supply Ltd, Npower Yorkshire Ltd, Npower Yorkshire Supply Ltd,	We support the proposed implementation date of 26 February 2009.

Electricity Plus Supply Ltd	
ScottishPower Energy Retail Ltd	Yes
SP Dist/SP Manweb	Yes
The Electricity Network Company	Yes
Western Power Distribution (South West) plc, and Western Power Distribution (South Wales) plc	Yes
Question Five	Please state any other comments or views on the Change Proposal
CE Electric UK (NEDL/YEDL)	-
Central Networks East & Central Networks West	Central Networks does not have any other views or comments on this Change Proposal
EDF Energy Customers	-
EDF Energy Networks	None
Electricity North West Limited	<p>Minor amendments/comments for consideration:</p> <p>Definitions - MRA – I suggest that we just refer to the Distribution Licence as we do for Data Transfer Services. (Both need to be maintained but one says so and the other doesn't)</p> <p>Schedule 1, Para 2.3 – inclusion of Regulatory Instructions and Guidance – there is no definition of this within the definitions at the beginning of DCUSA or within Schedule 1. Please consider adding a definition or revert to the previous wording and the new licence condition number.</p>
Npower Ltd, Npower Direct	We believe that there would be benefit in defining/clarifying the term "Regulatory Instructions

<p>Ltd, Npower Northern Ltd, Npower Northern Supply Ltd, Npower Yorkshire Ltd, Npower Yorkshire Supply Ltd, Electricity Plus Supply Ltd</p>	<p>& Guidance” referenced in Schedule 1 Paragraph 2.3, as the definition of this term contained within Condition 33 of the Distribution Licence Standard Conditions refers to more than one RIG and it is unclear which one of these is applicable to the RAV definition, which may lead to confusion.</p> <p>We believe that the new Definition “Distribution System” needs further thought as the current drafting for the Definition of “Distribution System” defines that term as a Distribution System, which is not satisfactory.</p> <p>[“Distribution System has the meaning given to that term in Distribution Licences and means:</p> <ul style="list-style-type: none"> a) in respect of each DNO Party or IDNO Party that Party’s Distribution System, and b) in Section 2A (unless the context otherwise requires) the Company’s Distribution System]
<p>ScottishPower Energy Retail Ltd</p>	<p>-</p>
<p>SP Dist/SP Manweb</p>	<p>None</p>
<p>The Electricity Network Company</p>	<p>-</p>
<p>Western Power Distribution (South West) plc, and Western Power Distribution (South Wales) plc</p>	<p>None</p>