DCUSA Housekeeping Amendments Log					
No.	**Title**	**Summary of Issue**	**Originator**	**Date Raised**	**Status**
112	Definition of "Company/User" in Schedule 8	It has been identified that whilst Schedule 8 contains a definitions list, the terms "Company/User" are not defined. It should also be noted that the schedules co-exist with the main body and thus you'll usually find a reference (pointer) to the applicable schedule in the main body. In this case it is clause 31 'DEMAND CONTROL' and clause 31.1 states: *"In respect of Metering Points for which the User is Registered that relate to Exit Points on the Company's Distribution System, the Company and the User each undertake to comply with Schedule 8"* This clause sits within Section 2A and thus should be read with reference to the definitions set out in Clause 1 except where the definitions are explicit for the given schedule. The way this is dealt with in other Schedules with definitions lists is to include a paragraph that states: *"Any other words or expressions used in this Schedule (excluding headings or any parts thereof) which bear initial capital letters and are defined elsewhere in this Agreement shall have the same respective meanings as are given to them elsewhere in this Agreement."*	DCUSA Party / Secretariat	20 February 2019	
113	Amendment to table cross-reference in Paragraph 26.3 in Schedules 17 and 18	It has been identified that following the implementation of DCP 311, which amongst other things, updated the table numbering system across Schedules 17 and 18, a cross reference within paragraph 26.3 of both Schedules now incorrectly refers to a table number that no longer exists. Paragraph 26.3 states: *For the purposes of calculating the boundary-equivalent portfolio EDCM tariffs, each EDCM Connectee on the LDNO's Distribution System would be assigned the demand Connectee category determined by reference to that LDNO Distribution System's Point of*	Secretariat	17 June 2020	

		Common Coupling. The demand Connectee category is assigned as per ***Table 3 in paragraph 15.6***. Where the bold underlined text that states "***Table 3 in paragraph 15.6"*** should be amended to state ***"Table 15.6"***			
114	Amendment to the calculation of Export Capacity in paragraph 20.2 of Annex 1 in both Schedules 17 and 18	It has been identified that there is an incorrect term used in paragraph 20.2 of Annex 1 in both Schedules 17 and 18, which states: *For the purposes of determining capacity used, the following formula is used for each half hour:* *Import capacity used = 2 * (SQRT(AI^2 + MAX(RI,RE)^2))* *Where:* *AI = Import consumption in kWh* *RI = Reactive import in kVArh* *RE = Reactive export in kVArh* *Export capacity used = 2 * (SQRT(AE^2 + MAX(RI,RE)^2))* *Where:* ***AE = Import consumption in kWh*** *RI = Reactive import in kVArh* *RE = Reactive export in kVArh* Where for the calculation of Export Capacity the bold underlined text for "AE" that states ***"AE = Import consumption in kWh"*** should be amended to state ***"AE = Export production in kWh"***	Secretariat	17 June 2020	
115	Amendment to the timings contained under paragraph 3 'REVIEW OF	In the Authority's decision letter for DCP 358/360, it was noted that a Party had commented in their vote on DCP 358 that the proposed legal text included a minor error in paragraph 3.1 of what is now Schedule 32 and which reads:	Ofgem	30 September 2020	

	CHARGING BANDS' in Schedule 32.	*"On or before 31 March in the Regulatory Year (t-2) two years prior to the commencement of the onshore electricity transmission owner price control period (t)…"* The party noted that the legal text should be amended to (t-3) instead of (t-2), to ensure that the banding process starts two years prior to the commencement of the onshore electricity transmission owner price control period (t). This is because the existing wording (t-2) would result in the banding process starting one year in advance, which would not allow adequate time for the data collection by DNOs. Ofgem reviewed this and agreed that a housekeeping Change Proposal should be raised to change the wording of this paragraph from (t-2) to (t-3), as that would meet the intention of the process detailed DCP 358.			
116	Consequential changes as a result of Distribution Code Review Panel (DCRP) DCRP/18/03 – 'Revision of Engineering Recommendation (EREC) P2 – Security of Supply' and that DCRP/MP/19/02 - EREP 130 Issue 3 'Revision of Engineering Report (EREP) 130 - Guidance	On 14 June 2019, the Authority approved1 the Distribution Code Review Panel (DCRP) DCRP/18/03 – 'Revision of Engineering Recommendation (EREC) P2 – Security of Supply'. The modification changes the Energy Networks Association (ENA) Engineering Recommendation (ER) P2/6 and consequential changes to the Distribution Code. The changes proposed to ER P2/6 formally incorporate Distributed Energy Resources and allow the contribution of these resources to be considered in the assessment of group demand and therefore the security of supply arrangements. The changes mean that the ER number will be updated to ER P2/7 with associated changes to the Distribution Code where it references ER P2/6. However, it should be noted that DCRP/MP/19/02 - EREP 130 Issue 3 'Revision of Engineering Report (EREP) 130 - Guidance on the	Secretariat	21 April 2021	

[1] https://www.ofgem.gov.uk/publications-and-updates/dcrp1803-revision-engineering-recommendation-erec-p2-security-supply

	on the application of P2, Security of Supply'	application of P2, Security of Supply' has also been approved2 by the Authority. EREP 130 is a guidance document which details how the requirements of EREC P2 planning standard shall be met. As a result of the change to EREC P2, EREP 130 has been rewritten to recognise changes in resources connected to distribution networks and align with EREC P2/7. This new revision is EREP 130 Issue 3. EREP 130 is an Annex 2 document to the Distribution Code, which does not require Authority approval for it to be amended but Authority approval is required for any consequential changes to the Distribution Code, which was the intent of DCRP/MP/19/02. This does have flow on impacts for DCUSA as ER P2/6 is referenced within the document. It may also have far wider impacts considering the intent is for EREC P2 to become the standard defining the security of supply that is to be achieved, whilst EREP 130 should be a document describing how that security of supply should be achieved. The emphasis of the new document is focused on how to assess the demand that needs to be secured and the security contribution offered by Distributed Generation (DG), Demand Side Response (DSR), and Electricity Storage (ES) when making a conformance assessment against the EREC P2/7 security of supply standard. The main changes in this revision are to: • Align EREP 130 with EREC P2/7; • Provide new guidance on assessing the contribution to security from, and the latent demand associated with, Distributed Generation, Demand Side Response schemes and Electricity Storage;			

[2] https://www.ofgem.gov.uk/publications-and-updates/dcrpmp1902-revision-engineering-report-erep-130-guidance-application-p2-security-supply

		• Update the F factors for assessing the contribution to security from Distributed Generation, using recent data from DG, based on work carried out for ENA by Imperial College London as detailed in Appendix 4; • Differentiate between the contribution to security from DG, DSR and ES which is contracted with a Distribution Network Operator (DNO) and that which is not; and • Restructure the document to improve the flow of the guidance, based on a revised step-by-step flow diagram (see Figure 1 EREP 130 Issue 3, Appendix 2). The DCUSA has a number of references to P2/6 and a change proposal that is currently with Ofgem (DCP 313 'Eligibility Criteria for EDCM Generation Credits') awaiting their consent which also has references to P2/6. The change however is not a straightforward one. It is not as simple as changing the reference from P2/6 to P2/7. P2/7 is a slimmed down version of P2/6 with some of the information potentially moving to the Engineering Report 130 (EREP 130, previously known as ETR 130).			
	Outdated provisions within Clause 8 'Costs of the DCUSA' with respect to theft related costs	Specifically, there is still some text related to the Theft Risk Assessment Service (TRAS) Arrangements and the Energy Theft Tip-Off Service (ETTOS), both of which were moved out of the DCUSA as of 01 April 2021. It was expected that the text needed to be retained for a period after transition but we believe that any such period may well have passed. Therefore, subject to consideration by the Panel, we'd recommend that the final removal of text within Clause 8 of the DCUSA associated with the TRAS Arrangements and the ETTOS is added to the 'Housekeeping Log' to be actioned in the future.	Secretariat	18 May 2022	

Share of Costs

8.9 ~~Subject to Clause 8.9A, t~~The amount (a Cost Contribution) that each Party shall be obliged to bear as its share of the Recoverable Costs, in respect of each Quarter, shall:

8.9.1 in the case of each CVA Registrant (in its capacity as such), the OTSO Party and each Gas Supplier Party (in its capacity as such), be zero; and

8.9.2 in the case of each other Party, be calculated as follows:

$$CC = 50\% \times \frac{N}{TN} \times RC$$

where:

CC is the relevant Party's Cost Contribution ~~(other than that which is subject to Clause 8.9A)~~ in respect of that Quarter;

N is, in respect of a DNO Party or an IDNO Party, the aggregate number of Metering Points which each such Party has on its MPAS Registration System; and, in respect of a Supplier Party, the aggregate number of Metering Points against which that Party is registered across all of the MPAS Registration Systems (based, in each case, on the average figure for the three months

		comprising that Quarter and provided under clause 6.43 of the MRA Transition Schedule of the REC); TN is, in respect of each Party and that Quarter, the aggregate number of Metering Points across all of the MPAS Registration Systems (based on the average aggregate figure for the three months comprising that Quarter and provided under clause 6.43 of the MRA Transition Schedule of the REC); and RC is the total amount of the Recoverable Costs ~~(other than those which are subject to Clause 8.9A)~~ incurred, or otherwise accounted for, in that Quarter. ~~8.9A In respect of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and/or the Energy Theft Tip-Off Service (including their development), each Party's Cost Contribution (in respect of each Quarter) shall not be calculated in accordance with Clause 8.9 and shall instead:~~ ~~8.9A.1 in the case of all Parties other than Supplier Parties (in their capacity as Parties other than Supplier Parties), be zero; and~~ ~~8.9A.2 in the case of each Supplier Party (in its capacity as such), be calculated as follows:~~			

		~~**SC = (N/TN) x TRC**~~ ~~Where:~~ ~~SC is the relevant Supplier Party's Cost Contribution in respect of that Quarter and the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and the Energy Theft Tip-Off Service;~~ ~~N has the same meaning as in Clause 8.9;~~ ~~TN has the same meaning as in Clause 8.9; and~~ ~~TRC is the total amount of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and/or the Energy Theft Tip-Off Service incurred, or otherwise accounted for, in that Quarter.~~ **Recovery of Budgeted Costs** 8.10 The Panel shall, in respect of each Party and within 7 days after the start of each Quarter: 8.10.1 calculate the Panel's best estimate (by reference to the Approved Budget) of that Party's Cost Contribution (together with VAT thereon, if applicable) in respect of that Quarter; and 8.10.2 arrange for an invoice or other statement, on such terms as the Panel may from time to time prescribe,			

		for an amount equal to such estimate to be sent to that Party. 8.10.3 ~~Such invoices shall separately identify Recoverable Costs for TRAS Liabilities and for ETTOS Liabilities.~~ Such invoices shall be sent by post, by email, or by post and email, as specified by the receiving Party from time to time (or, where no preference has been specified, by post only). Such invoices shall ordinarily be payable within 30 days~~, or within such shorter period as the Panel may specify for TRAS Liabilities and/or ETTOS Liabilities~~. 8.11 Each Party shall, on receipt of an invoice or other statement submitted under Clause 8.10, pay the amount requested of it in accordance with (and within the time period prescribed by) the terms referred to in Clause 8.10. 8.11A Failure by a Party to pay (in cleared funds) an amount in accordance with Clause 8.11 shall be a "DCUSA Payment Default". 8.11B Where a Party commits a DCUSA Payment Default, the Panel shall send a notice (a "DCUSA Late Payment Notice") to the Party: 8.11B.1 setting out the amount owed by the Party; 8.11B.2 stating to whom payment should be made;			

		8.11B.3 specifying that the payment must be made by a method of same day payment, such as CHAPS; and 8.11B.4 stating that failure to pay may lead to an Event of Default under this Agreement. 8.11C Failure by a Party to remedy a DCUSA Payment Default may give rise to an Event of Default under and in accordance with Clause 54.1, and may lead to the Panel suspending a Supplier Party's rights in accordance with Clause 54.2. ~~8.11D If a DCUSA Payment Default of one or more Supplier Parties will cause DCUSA Ltd to be unable to pay the TRAS Service Provider in accordance with the TRAS Contract and/or the ETTOS Service Provider in accordance with the ETTOS Contract, then the Panel shall consider whether additional funding is required. Where additional funding is required the Panel shall be entitled (as set out in paragraph 2.4 of Schedule 25 or paragraph 2.4 of Schedule 26, as applicable) to invoice all other Supplier Parties for the amount in default, calculating their share in accordance with Clause 8.9A (but without reference to the Supplier Parties in default). Where a Supplier Party that was in default subsequently pays some or all of the outstanding amount, the non-defaulting Supplier Parties shall be credited with the amount previously invoiced under this Clause 8.11D (as set out in paragraph 2.4 of Schedule 25 or paragraph 2.4 of Schedule 26, as applicable).~~			