

DCUSA Housekeeping Amendments Log

No.	Title	Summary of Issue	Originator	Raised on	Status
112	Definition of "Company/User" in Schedule 8	<p>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:</p> <p><i>"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"</i></p> <p>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: <i>"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."</i></p>	DCUSA Party / Secretariat	20/02/2019	
113	Amendment to table cross-reference in Paragraph 26.3 in Schedules 17 and 18	<p>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:</p> <p><i>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 Common Coupling. The demand Connectee category is assigned as per <u>Table 3 in paragraph 15.6</u>.</i></p> <p>Where the bold underlined text that states "<u>Table 3 in paragraph 15.6</u>" should be amended to state "<u>Table 15.6</u>"</p>	Secretariat	17/06/2020	
114	Amendment to the calculation of Export Capacity in	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:	Secretariat	17/06/2020	

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	paragraph 20.2 of Annex 1 in both Schedules 17 and 18	<p><i>For the purposes of determining capacity used, the following formula is used for each half hour:</i></p> <p><i>Import capacity used = 2 * (SQRT(AI² + MAX(RI,RE)²))</i></p> <p><i>Where:</i></p> <p><i>AI = Import consumption in kWh</i></p> <p><i>RI = Reactive import in kVArh</i></p> <p><i>RE = Reactive export in kVArh</i></p> <p><i>Export capacity used = 2 * (SQRT(AE² + MAX(RI,RE)²))</i></p> <p><i>Where:</i></p> <p><u>AE = Import consumption in kWh</u></p> <p><i>RI = Reactive import in kVArh</i></p> <p><i>RE = Reactive export in kVArh</i></p> <p>Where for the calculation of Export Capacity the bold underlined text for “AE” that states <u>“AE = Import consumption in kWh”</u> should be amended to state <u>“AE = Export production in kWh”</u></p>			
116	Consequential changes as a result of Distribution Code Review Panel (DCRP) DCRP/18/03 – ‘Revision of Engineering Recommendation (EREC) P2 – Security of Supply’	<p>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.</p> <p>However, it should be noted that DCRP/MP/19/02 - EREP 130 Issue 3 ‘Revision of Engineering Report (EREP) 130 - Guidance on the 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</p>	Secretariat	21/04/2021	

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

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

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	and that DCRP/MP/19/02 - EREK 130 Issue 3 'Revision of Engineering Report (EREK) 130 - Guidance on the application of P2, Security of Supply'	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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; • 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). <p>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 (EREK 130, previously known as ETR 130).</p> <p><u>UPDATE 15 February 2023:</u></p> <p>On 06 February 2023, the DCode issued a communication related to the fact that EREC P2 Issue 8 has been released. It was noted that this new version now includes amended text from the DCode modification, DCRP/MP/22/03 (Revising the security of supply to high voltage feeders between 1 and 10MW, in certain situations).</p>			

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		Alongside the above a separate communication was issued related to the fact that EREP 130 Issue 4 has been released, this new version now includes amended text from the DCode modification, DCRP/MP/22/04 (Revising the security of supply to high voltage feeders between 1 and 10MW, in certain situations).			
117	Outdated provisions within Clause 8 'Costs of the DCUSA' with respect to theft related costs	<p>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.</p> <p>Share of Costs</p> <p>8.9 Subject to Clause 8.9A, 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:</p> <p>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</p> <p>8.9.2 in the case of each other Party, be calculated as follows:</p> $CC = 50\% \times \frac{N}{TN} \times RC$ <p>where:</p> <p>CC is the relevant Party's Cost Contribution (other than that which is subject to Clause 8.9A) in respect of that Quarter;</p> <p>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);</p> <p>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</p> <p>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.</p>	Secretariat	18/05/2022	

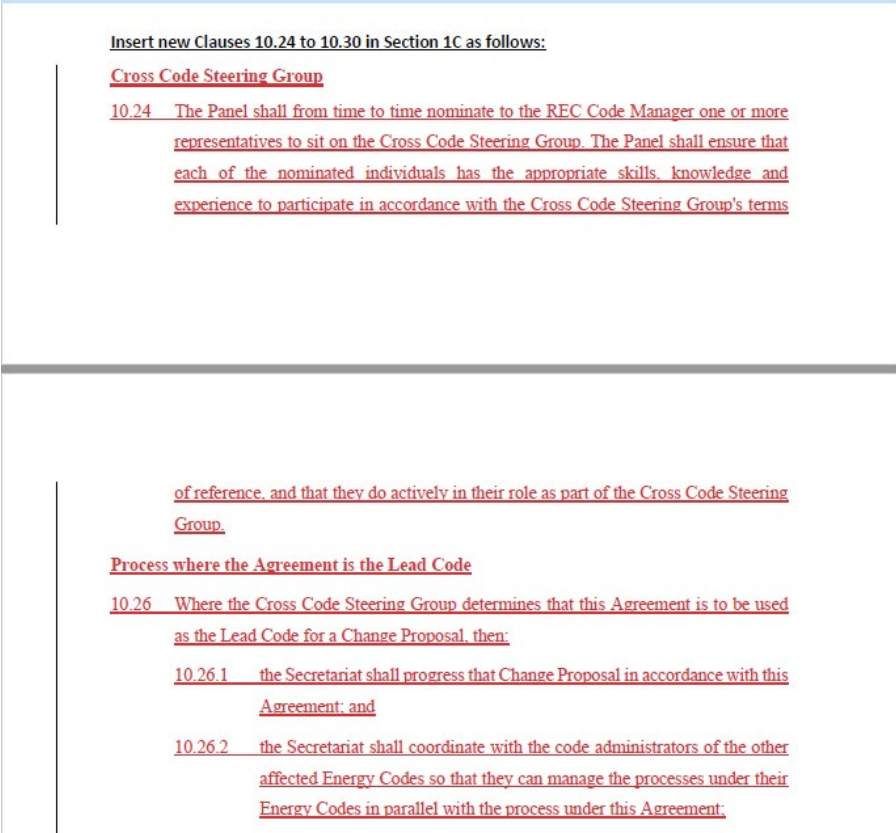
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		<p>8.9A — In respect of the Recoverable Costs relating to the Theft Risk Assessment Service Arrangements and/or the Energy Theft Tip Off Service (including their development), each Party's Cost Contribution (in respect of each Quarter) shall not be calculated in accordance with Clause 8.9 and shall instead:</p> <p>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</p> <p>8.9A.2 — in the case of each Supplier Party (in its capacity as such), be calculated as follows:</p> <p>SC = (N/TN) x TRC</p> <p>Where:</p> <p>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;</p> <p>N — has the same meaning as in Clause 8.9;</p> <p>TN — has the same meaning as in Clause 8.9; and</p> <p>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.</p> <p>Recovery of Budgeted Costs</p> <p>8.10 The Panel shall, in respect of each Party and within 7 days after the start of each Quarter:</p> <p>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</p> <p>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.</p> <p>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.</p>			

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		<p>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.</p> <p>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".</p> <p>8.11B Where a Party commits a DCUSA Payment Default, the Panel shall send a notice (a "DCUSA Late Payment Notice") to the Party:</p> <p>8.11B.1 setting out the amount owed by the Party;</p> <p>8.11B.2 stating to whom payment should be made;</p> <p>8.11B.3 specifying that the payment must be made by a method of same day payment, such as CHAPS; and</p> <p>8.11B.4 stating that failure to pay may lead to an Event of Default under this Agreement.</p> <p>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.</p> <p>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).</p>			
118	Consequential changes needed to Clause 54.4A as a result of Retail Code Consolidation and the	Following an investigation into the implementation of DCP 282 , the Secretariat decided to also review the other two CPs that were implemented in the same release, being DCP 292 and 296 . The Secretariat confirmed that no issues have been identified in the implementation of those CPs, although, something further was identified. That something was a likely housekeeping amendment as result of the implementation of the two REC CPs (DCP 391 and DCP 401), both of which amended Clause 54.2.2 but appear to have not fully considered the consequential changes needed to Clause 54.4A. The following extract of the relevant Clauses are set out below	Secretariat	19/04/2023	

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	implementation of DCP 391 and DCP 401 .	<p>and the Secretariat has included some suggested amendments which should assist when it comes to the raising of a housekeeping CP.</p> <p><i>Suspension of Rights</i></p> <p>54.2 For so long as an Event of Default is continuing, where a Supplier/CVA Registrant is a User under Section 2A, or where a DNO/IDNO/OTSO Party is a User under Section 2B, and, in either case, that Party is a Breaching Party pursuant to:</p> <p>54.2.1 Clause 54.1.1 or 54.1.6, any Party to whom the obligations in question were owed shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by: (a) giving notice in writing to the Breaching Party; and (b) reporting under the Retail Energy Code the amendment to the Regulatory Alliance;</p> <p>54.2.2 Clause 54.1.8, the Panel shall be entitled to instruct the REC Code Manager to procure suspension of CSS registration services for the Breaching Party under the Retail Energy Code; and</p> <p>54.2.3 any other provision of Clause 54.1, any Party shall be entitled to suspend its performance of the services described in Section 2 to the Breaching Party by: (a) giving notice in writing to the Breaching Party; and (b) reporting under the Retail Energy Code the amendment to the Regulatory Alliance,</p> <p>and the Breaching Party shall pay to the suspending Party (in the case of Clauses 54.2.1 and 54.2.3) an amount equal to any reasonable costs incurred by such Party as a result of such suspension. Any party serving a notice under this Clause 54.2 shall send a copy of the notice to the Panel.</p> <p>54.3 Where an Event of Default is continuing, the Panel may resolve that the Breaching Party in question shall not, for such period as the Panel may specify, be entitled to exercise its election and voting rights under Section 1, in which case the provisions of Clause 6 and Section 1C shall operate (during that period) as if that Party were not a Party. The Panel shall notify the Authority and all the Parties of any such resolution.</p> <p>54.4 Any Party whose rights are restricted in accordance with Clause 54.3 may apply to the Panel to have those restrictions removed. The Panel shall consider such application and may levy a fee on the relevant Party for doing so. Where the Panel considers that no Event of Default is continuing in respect of the applicant, it shall notify the Parties and the Authority accordingly, and the restrictions imposed under Clause 54.3 shall cease to apply.</p> <p>54.4A Where the Panel has instructed the DNO/IDNO Parties REC Code Manager to procure suspension of CSS registration services for a Party in accordance with Clause 54.2.2 and that Party remedies the</p>			

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		<i>DCUSA Payment Default, then the Panel shall notify each DNO/IDNO Party the REC Code Manager and the Authority that the DCUSA Payment Default has been remedied and instruct. Following receipt of such notification, each DNO/IDNO Party shall cease the suspension of registration services, and notify the REC Code Manager that to cease the suspension of CSS registration services for the Breaching Party under the Retail Energy Code has been lifted.</i>			
119	references to 'Entry Point' and 'Exit Point' in Clause 18.4.2	<p>UKPN have noticed that Clause 18.4.2 references an 'Entry Point' where it should in fact be a reference to an 'Exit Point' given the context from the surrounding text (see highlight below). UKPN notes that this looks to have been in place since inception.</p> <p>Prior Requirements: Entry Points</p> <p>18.4 In addition to the conditions set out in Clause 18.2, the obligation of the Company to convey electricity from an Entry Point is also subject to:</p> <p>18.4.1 the User being validly Registered in respect of each Metering Point or Metering System relating to that Entry Point; and</p> <p>18.4.2 where the Entry Point is also an Exit Point, the User or another user being validly Registered for the supply of electricity at such Entry Point.</p>	UKPN	19/07/2023	
120	cross referencing issue in Paragraph 1.16 of Schedule 22	A cross referencing issue has been picked up by multiple parties when submitting votes on DCP 422, outlining that Paragraph 1.16 of Schedule 22 has been amended to include reference to Paragraph 1.35 taking precedence in terms of whether costs in excess of the 'High-Cost Project Threshold' are chargeable or not. The Parties have however noted that this the reference to paragraph 1.35 should in fact be a reference to Paragraph 1.36. An extract of the legal drafting from DCP 422 is included below:	Various Parties	19/07/2023	

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		<p>1.16 Reinforcement costs for the Minimum Scheme in excess of the High-Cost Project Threshold, shall be charged to you in full as a Connection Charge. For the avoidance of doubt, where Paragraph 1.35 applies, the High-Cost Project Threshold will not apply.</p> <p>The calculation of this charge will include all costs for Reinforcement carried out at the same Voltage Level and one Voltage Level above the Point of Connection to the</p>			
121	Clause 8.7 numbering irregularity	<p>During one of the recent MHHS Stakeholder group meetings, it was noticed that Clause 8.7 has two subclauses which would have expected to have been 8.7.1 and 8.7.2, however, the latter is numbered 8.7.3 (i.e., it skips a number). It should be noted that following an investigation, it was found that this was the result of the implementation of DCP 192 'Costs v. Budget' for which a screenshot of the legal text has been included below:</p> <div style="text-align: center; margin: 20px 0;"> <p>W&Co – 9 December 2013</p> <p>DCP 192 Legal Text</p> <p>Costs vs Budgets</p> </div> <p>Amend Clause 8.7 as follows:</p> <p>8.7 Where the Panel, the Panel Secretary, any Working Group, the Secretariat or DCUSA Ltd wishes to recover any cost or expense under this Clause 8, details of the cost or expense in question shall be submitted to the Panel (or a named person approved by the Panel) for approval. Such cost or expense shall only be approved to the extent that it falls #within a category of Recoverable Cost provided for in an Approved Budget, and only if such cost or expense:</p> <p>8.7.1 will not (in aggregate with those costs and expenses previously approved for the Financial Year, and those likely to be approved for the remainder of the Financial Year) cause the total Approved Budget to be exceeded to a material extent; and</p> <p>8.7.3 #is submitted in a timely manner (and in any event on or before the 20th Working Day following the end of the relevant Financial Year).</p> <p>Once approved, details of the cost or expense shall be submitted to the Secretariat or DCUSA Ltd (as directed by the Panel or such named person) for payment.</p> <div style="text-align: right; margin-top: 20px;"> <p>Wragge & Co LLP 9 December 2013</p> </div>	Secretariat	16/08/2023	

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122	Clause 10 numbering irregularity	<p>The implementation of DCP 391 'Retail Code Consolidation Significant Code Review' introduced a numbering irregularity in that it proposed to introduce Clauses 10.24 to 10.30 however, the legal text was in fact missing Clause 10.25 and so should have introduced Clauses 10.24 to 10.29 which would then be numbered correctly. A screenshot of the legal drafting from DCP 391 is included below:</p> 	Secretariat	16/08/2023	