

**WESTERN POWER DISTRIBUTION (SOUTH WALES) PLC**  
**WESTERN POWER DISTRIBUTION (SOUTH WEST) PLC**

**MODIFICATION PROPOSAL**

**Amendment Proposal: WPD/011**

**Connection Charging Methodology:  
Housekeeping Changes**

**Date of Issue: 26 March 2009**

**For Approval by the Gas and Electricity Markets Authority**

This Modification Proposal sets out Western Power Distribution's ("WPD's") proposals to amend WPD's Connection Charging Methodology contained within:

- a) its Statement of the Connection Charging Methodology and Basis of Charges for Connection to Western Power Distribution (South Wales) plc's Electricity Distribution System; and
- b) its Statement of the Connection Charging Methodology and Basis of Charges for Connection to Western Power Distribution (South West) plc's Electricity Distribution System;

each referred to as the "Statement"

**Issue Record**

<b>Issue Date</b>	<b>Issue No.</b>	<b>Author</b>	<b>Amendment Details</b>
March 2009	001	Tim Hughes	

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## **1.0 Introduction**

- 1.1 In accordance with Condition 13, paragraph 13.4(a) of WPD's Distribution Licence, we request a modification to our connection charging methodology.
- 1.2 This Modification Report sets out:
- i) the terms proposed for the modification;
  - ii) how the modification would better achieve the relevant objectives; and
  - iii) a date with effect from which the modification (if made) is to take effect.
- 1.3 The relevant objectives in Licence Condition 13, paragraph 3 state:
- (a) that compliance with the connection charging methodology facilitates the discharge by the licensee of the obligations imposed on it under the Act and by this licence;
  - (b) that compliance with the connection charging methodology facilitates competition in the generation and supply of electricity, and does not restrict, distort, or prevent competition in the transmission or distribution of electricity;
  - (c) that compliance with the connection charging methodology results in charges which reflect, as far as is reasonably practicable (taking account of implementation costs), the costs incurred by the licensee in its distribution business; and
  - (d) that, so far as is consistent with sub-paragraphs (a), (b) and (c), the connection charging methodology, as far as is reasonably practicable, properly takes account of developments in the licensee's distribution business.
- 1.4 The change proposes a number of housekeeping changes that are introduced to ensure the Statement;
- i) aligns with current licence condition numbering;
  - ii) introduces the use of an application form for connection requests;
  - iii) updates terminology, and references to literature associated with contestable and non-contestable works under Competition in Connections.
- 1.5 This modification proposal ensures that the process for applying for a connection is clear and that a person wishing to explore the competitive route to a connection is given accurate and up to date information. Its implementation would better meet objective 13.3(b) of Licence Condition 13 outlined above so that WPD does not restrict, distort, or prevent competition in the distribution of electricity.

## **2.0 Proposals for Modification**

- 2.1 WPD proposes a number of amendments to ensure its Statement is up to date and complies with current licence obligations, Ofgem directives and WPD internal policy.

The table below lists the changes proposed and provides, where appropriate, a short explanation for the change. A marked copy of the Statement is also available to aid understanding. For the avoidance of doubt the changes proposed will apply in all respects to both the Statement for South Wales and the Statement for the South West.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
1	Cover page	Amend document title to read: <i>“Statement of <del>the Connection Charging</del> Methodology and Basis of Charges for Connection to Western Power Distribution (South West) plc’s Electricity Distribution System”</i>	To abbreviate the title without losing clarity of meaning.
2	Cover page	Delete <i>“March 2009”</i> and replace with <i>“Effective from April 2009”</i>	To amend the effective date of the Statement.
3	Cover page	Delete <i>“Price £5.00 plus VAT”</i>	Considered no longer appropriate as Statement can be easily accessed via website or e-mailed to a person in pdf format at no charge.
4	Contents Section 3	Insert new header: <i>“3,6 – Levels of service for Non-contestable Work”</i>	Header required for new paragraph 3.6.
4	Contents Section 4	Substitute <i>“Independent Connection Provider”</i> for <i>“Agreed Contractor”</i>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.
5	Contents Section 6	Substitute <i>“Non-contestable”</i> for <i>“Non-Contestable”</i>	To ensure consistency with defined term in Glossary of terms.
6	Introduction Purpose of this Statement	Amend opening sentence to read: <i>“This Statement of <del>the Connection Charging</del> Methodology and Basis of Charges for Connection to Western Power Distribution (South West) plc’s Electricity Distribution System (“this Statement”) describes the terms and conditions for obtaining a new, augmented or reduced connection to Western Power Distribution (South West) plc’s (“WPD’s”) Electricity Distribution System (“WPD’s System”) and the methodology under which any Connection Charge will be made.”</i>	To abbreviate the title without losing clarity of meaning.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
7	Introduction Purpose of this Statement	Substitute <i>“Non-contestable”</i> for <i>“non-contestable”</i> and <i>“Contestable”</i> for <i>“contestable”</i> .	To ensure consistency with defined term in Glossary of terms.
8	Introduction Purpose of this Statement	Substitute <i>“8.2”</i> for <i>“8.3”</i> .	To address incorrect numbering.
9	Procedure for getting a connection	<p>Amend paragraphs to read:</p> <p><i>“A person seeking a new, augmented, reduced or altered connection can <del>should</del> write or telephone WPD using the contact details given in Section 8.1. Application Forms are available to download from WPD’s website. Whilst not mandatory, submitting an Application Form to WPD should mitigate the risk of unnecessary delay in preparing an Offer due to missing or inaccurate information.</i></p> <p><i>WPD will respond normally within 28 days, but in any event within 3 months of a completed application, offering terms for connection, specifying the proposed point of connection to WPD’s System, the location of the Exit Point on the premises to be connected and for the carrying out by WPD of all the work involved. Where the request is for the provision of Non-contestable services only, WPD shall respond in accordance with its obligations under Licence Condition 15.</i></p> <p><i>All enquiries will be recorded and forwarded to the relevant design team <del>Team</del> responsible for investigation.”</i></p>	<p>WPD will introduce application forms which will be available on WPD’s website. The form will reduce the chances of that person failing to submit all the information WPD requires in order to progress the application.</p> <p>WPD will not refuse an application made by other means.</p> <p>Added to align with the requirements to meet specific levels for standards of service for Non-contestable connection services.</p> <p>Added to provide clarity (“Team” not a defined term).</p>

Change No.	Paragraph No.	Change proposal	Explanation/Comment
10	Part A – WPD’s Connection Charging Methodology	Amend all references to Licence Condition “4B” to Licence Condition “13”.	To align with current Licence Conditions.
11	Part B – WPD’s Connection Charging Methodology	Amend reference to Licence Condition “4B” to Licence Condition “14”.  Amend final sentence to read: <i>“Further copies of this Statement are available from WPD, on request, <del>at a charge of £5 per copy, plus VAT.</del> Alternatively it may be accessed on WPD’s website (<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>).”</i>	To align with current Licence Conditions.  Considered no longer appropriate as Statement can be easily accessed via website or e-mailed to a person in pdf format at no charge.
12	Part A 1.1	Amend 2 <sup>nd</sup> paragraph: <i>“In addition to charges for connection, charges generally will be payable for the use of the WPD System. Terms and conditions for the use of WPD’s System are contained in a separate statement which is available from WPD, on request, <del>at a charge of £5 per copy, plus VAT,</del> or may be accessed on WPD’s website (<a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>).”</i>	Considered no longer appropriate as Statement can be easily accessed via website or e-mailed to a person in pdf format at no charge.
13	Part A 1.1	In 3 <sup>rd</sup> paragraph substitute “ <i>Non-contestable</i> ” for “ <i>non-contestable</i> ”.  Change references from “ <i>Schedule</i> ” to “ <i>Section</i> ”.	To ensure consistency with defined term in Glossary of terms.  To align with current terminology in Statement.
14	Part A 1.2.2	Substitute “ <i>Connection Charge</i> ” for “ <i>connection charge</i> ”.	To ensure consistency with defined term in Glossary of terms.
15	Part A 1.2.3	Amend reference to “ <i>Engineering Recommendation P2/5</i> ” to “ <i>Engineering Recommendation P2/6</i> ”	To align with current ER version.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
16	Part A 1.2.4	Amend 2 <sup>nd</sup> sentence to read: <i>“Where there is a requirement to install metering that records consumption and demand in each half hour WPD will be pleased to offer terms for this on request.”</i>	To reflect that WPD no longer offers meter operator services for new connections requiring non-half hourly metering.
17	Part A 1.2.7	Substitute <i>“Connection Charge”</i> for <i>“connection charge”</i> .	To ensure consistency with defined term in Glossary of terms.
18	Part A 1.2.8	Amend 1 <sup>st</sup> sentence: <i>“A person wishing to increase or decrease the Agreed Capacity of an existing connection <del>should contact</del> can make such a request by submitting an Application Form to WPD at the address given in Section 8. Application Forms are available to download from WPD’s website.”</i>	WPD will introduce application forms which will be available on WPD’s website. The form will reduce the chances of that person failing to submit all the information WPD requires in order to progress the application.
19	Part A 1.2.8	Amend 2 <sup>nd</sup> paragraph: <i>“Any request to increase the Agreed Capacity will be considered by WPD and the person informed whether the additional load is immediately acceptable or whether reinforcement work must first be carried out. Any costs for reinforcing <del>the connection and associated Distribution</del> WPD’s System will be charged for in accordance with WPD’s Connection Charging Methodology as set out in Part A of this Statement.”</i>	To clarify and ensure consistency with Glossary of Terms.
20	Part A 1.2.8	Change all references from <i>“Agreed Import Capacity”</i> and <i>“Agreed Export Capacity”</i> to <i>“Agreed Capacity for import”</i> and <i>“Agreed Capacity for export”</i> .	“Import” and “Export” not defined terms.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
21	Part A 1.3	Insert new header; <i><b>“1.3.1 Components of the Connection Charge”</b></i>	Introduced as a consequence of new paragraph 1.3.2.
22	Part A 1.3 (d)	Amend 6 <sup>th</sup> and 7 <sup>th</sup> bullet point to replace all capitalised words with lower case letter.	None of the words are defined.
23	Part A 1.3.2	Insert original paragraph 1.4.1; <i><b>“1.3.2 Operations, Repairs and Maintenance</b></i>  <i>The cost of future operations, repairs and maintenance of the connection and <del>associated distribution system</del> WPD’s System is normally recovered through the on-going charges for Use of System the customer pays as part of their quarterly or monthly electricity supply bill.</i>  <i>Where the customer requests additional requirements which are above the normal level of assets required to be installed under the minimum cost scheme a capitalised payment to cover future operations, repairs and maintenance of the additional assets will be included as part of the Connection Charge. The capitalised costs are derived from the annual estimated costs of operation, repairs and maintenance relating to the additional assets used for the connection using an appropriate discounted rate reflecting the regulatory cost of capital. They are usually expressed as a percentage of the initial capital value of the additional assets.”</i>	This paragraph has been moved from its original position as 1.4.1 under “Transitional Arrangements” to provide better continuity.  To clarify and ensure consistency with Glossary of Terms.
24	Part A 1.4	Amend reference to Licence Condition <i>“4B”</i> to Licence Condition <i>“14”</i> .	To align with current Licence Conditions.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
25	1.4.1	Delete final sentence; <del>“Such arrangements shall apply in particular following the removal of operations, repairs and maintenance and Use of System Support Allowances as set out below.”</del>	This sentence is no longer applicable as the transitional period covering the removal of UoS allowances and O,R & M has expired.
26	Part A 1.4.2	Delete paragraph: <del>“1.4.2 Use of System Support Allowances  There will be no reduction in the Connection Charge by way of Use of System Support Allowance unless already provided for in any Offer made prior to the issue of this Statement.”</del>	Originally included as part of the transitional arrangements, it is no longer required as all Offer’s that would have included UoS Allowances have now lapsed.
27	Part B Introduction Section 4	Substitute <i>“Independent Connection Provider”</i> for <i>“Agreed Contractor”</i>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.
28	Part B 1.1	Amend header:  <i>“Initial request from customer - Minimum Information required”.</i>	To clarify requirements.
29	Part B 1.1	Additional item added to list of information that should be provided: <i>“Person’s details, including name, address, contact name and number”</i>  New sentence added to the end; <i>“To ensure a person provides the correct information they should submit a request using WPD’s standard Application Form. The Application Form is available to download from WPD’s website.”</i>	To clarify requirements.  WPD will introduce application forms which will be available on WPD’s website. The form will reduce the chances of that person failing to submit all the information WPD requires in order to progress the application.



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Change No.	Paragraph No.	Change proposal	Explanation/Comment
30	Part B 1.2.1	Substitute <i>“Connection Charge”</i> for <i>“connection charge”</i> .	To ensure consistency with defined term in Glossary of terms.
31	Part B 1.2.3	Add sentence to end of 1 <sup>st</sup> paragraph;  <i>“An Offer is given by WPD to a person who requires a Connection Charge and all information is obtained to allow a full investigation to be carried out and a firm price calculated. In order to provide the Offer WPD may have to carry out detailed design work, engage in site surveys and produce tender documents.”</i>	To provide clarity.
32	Part B 1.3	Amend final sentence of 3 <sup>rd</sup> paragraph:  <i>“A further break down of the cost for <del>non</del> Non-contestable work, in the form shown in Section 6.1, is will be provided where WPD is providing only Non-contestable services. The Non-contestable breakdown will also be made available for other connection Offers on request.”</i>	To clarify when the Non-contestable breakdown may be provided.
33	Part B 1.5	In final paragraph substitute “customer” for “Customer”	“Customer is not a defined term within the Glossary.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
34	Part B 1.7	<p>Amend 1<sup>st</sup> paragraph:  <i>“Before a person can take a supply of electricity through the new connection they must ensure an <del>electricity supplier</del> Authorised Electricity Operator (the “Supplier”) is appointed and has registered in accordance with electricity trading arrangements.</i></p> <p>Amend final paragraph:  <i>The person seeking a connection will need to quote the Supply Number(s) to the <del>electricity</del> Supplier of their choice in order to arrange an electricity supply. If the Supplier fails to register the connection WPD will be unable to energise the connection.”</i></p>	To ensure consistency with defined term in Glossary of terms.
35	Part B 2.1	<p>Amend 1<sup>st</sup> paragraph to substitute <i>“Independent Connection Provider”</i> or <i>“ICP”</i> for <i>“Agreed Contractor”</i></p> <p>Amend 2<sup>nd</sup> paragraph to refer to <i>“Offer”</i> rather than <i>“offer”</i></p> <p>Amend 3<sup>rd</sup> paragraph:  <i>“A person seeking a connection who wishes to consider this option should contact WPD at the address shown in Section 8.1 or visit WPD’s website to <del>receive</del> obtain further details. WPD will respond normally within 28 days but in any event within 3 months of a request.”</i></p>	<p>CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.</p> <p>“Offer” is a defined term in the Glossary.</p> <p>To inform the reader that further CIC information is available on WPD’s website.</p>

Change No.	Paragraph No.	Change proposal	Explanation/Comment
36	Part B 2.2	<p>Substitute <i>“Non-contestable”</i> for <i>“non-contestable”</i> and <i>“Contestable”</i> for <i>“contestable”</i>.</p> <p>Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i></p>	<p>To ensure consistency with defined term in Glossary of terms.</p> <p>CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.</p>
37	<p>Part B Table 1</p> <p>No.2</p> <p>No.13</p>	<p>Substitute <i>“Non-contestable”</i> for <i>“non-contestable”</i> and <i>“Contestable”</i> for <i>“contestable”</i>.</p> <p>Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i></p> <p>Amend comment:  <i>“WPD must obtain Statutory consents. Any easement/wayleave obtained by a person will have to be transferred to WPD as part of the adoption process using a standard form of WPD agreement. There will be no variation unless agreed in writing by WPD.”</i></p> <p>Amend activity:  <i>“Carry out live electrical work to connect the new extension to the existing WPD <del>Distribution</del> System”</i></p> <p>Amend comment:  <i>“WPD will makes the final initial energising connection to the <del>Distribution</del> WPD’s System. However, an ICP wishing to carry out subsequent on-site jointing to a live cable may do so subject to agreement with WPD.”</i></p>	<p>To ensure consistency with defined term in Glossary of terms.</p> <p>CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.</p> <p>To clarify obligations upon an ICP wishing to obtain consents on behalf of WPD.</p> <p>To ensure consistency with defined term in Glossary of terms.</p> <p>To ensure consistency with defined term in Glossary of terms and to clarify that connecting to WPD’s System is Non-contestable but the ICP has opportunity to carry out live working on-site after the initial energisation has taken place.</p>

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Change No.	Paragraph No.	Change proposal	Explanation/Comment
38	Part B Table 1 No. 15	Amend comment: <i>“Only on <del>Greenfield</del> or newly installed and connected LV circuits on brownfield sites where WPD’s System has been removed or made dead, or on Greenfield sites.”</i>	To clarify extent of Contestability.
	No.17	Amend comment: <i>“Reinforcements and Diversions that are wholly funded by the customer and associated with the New Connection, forming part of the charge and carried out independently of the existing Distribution System, may be treated as Contestable Work. Please contact WPD to discuss the circumstances where this is applicable.”</i>	To clarify extent of Contestability.
39	Part B 3.1	Substitute <i>“Non-contestable”</i> for <i>“non-contestable”</i>	To ensure consistency with defined term in Glossary of terms.

40	Part B 3.2	<p>Substitute <i>“Non-contestable”</i> for <i>“non-contestable”</i></p> <p>Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i></p> <p>Insert new final paragraph:  <i>“Further information is available under Engineering Recommendation G81, Part 7: a framework for contestable diversionary and reinforcement underground and overhead works not exceeding 33kV and HV/LV distribution substations. The framework document is administered by the Electricity Networks Association.”</i></p>	<p>To ensure consistency with defined term in Glossary of terms.</p> <p>CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.</p> <p>Added to inform the reader of the availability of additional information concerning diversionary and reinforcement works.</p>
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Change No.	Paragraph No.	Change proposal	Explanation/Comment
41	Part B 3.3	<p>Delete opening paragraph:  <i>“A person may provide the design for the new connection work when making an enquiry for a housing estate serviced via underground networks and associated HV/LV distribution substations, or for unmetered connections, or for industrial and commercial premises connected at voltages up to 11kV.”</i></p> <p>And insert new opening paragraph:  <i>“A person may elect to contest, not only the procurement and installation of the plant and equipment associated with a new or augmented connection, but also the design element. In such cases WPD will provide an Offer for the Non-contestable work only. The Offer for the Non-contestable work will include strategic point of</i></p>	<p>Paragraph amended to clarify that design contestability is not limited to works up to 11kV.</p>

		<i>connection information.”</i>	
42	Part B 3.3.1	Amend 2 <sup>nd</sup> sentence: <i>“The point of connection will be based on the information provided to WPD by the person requesting the connection and will be determined by WPD taking into account all that person’s requirements and WPD’s wider obligations.”</i>	To clarify that WPD will not only consider the applicant’s requirements but also WPD’s obligations under its licence, Distribution code, etc.
43	Part B 3.4	Substitute <i>“appointed ICP”</i> for <i>“Agreed Contractor”</i>  Amend 2 <sup>nd</sup> sentence to read: <i>“The number of visits required will be determined according to the actual connection proposals and the inspection regime shown in Table 2 of Schedule 6.”</i>	To ensure consistency with defined term in Glossary of terms.  To ensure clarity of signposting.

<b>Change No.</b>	<b>Paragraph No.</b>	<b>Change proposal</b>	<b>Explanation/Comment</b>
44	Part B 3.5	Substitute <i>“Non-contestable”</i> for <i>“non-contestable”</i>	To ensure consistency with defined term in Glossary of terms.
45	Part B 3.5 a)	Substitute <i>“applicant”</i> for <i>“Customer”</i>	“Customer” is not a defined term; use of “applicant” ensures consistency throughout the Statement.
46	Part B 3.6	New 3.6: <b><i>“Levels of service for Non-contestable Works</i></b>  <i>Where a person requires WPD to provide only Non-contestable services and intends to seek an alternate provider for Contestable Works, WPD will use all reasonable endeavours to ensure the specified timescales set out under Licence Condition 15 are met in each individual case (subject to exemptions).”</i>	To capture and inform of WPD obligations under Standard Licence Condition 15 relating to the standards of service for the provision of Non-contestable connection services.

47	Part B Section 4 Header page	Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.
48	Part B 4.1	Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i>  Amend 1 <sup>st</sup> paragraph: <i>“Work that can be undertaken by someone other than WPD is known as Contestable Work and this includes some design work, the provision of materials to form the connection, trenching, other site preparation work and the construction of the connection.”</i>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.  To clarify that some elements of design work are Contestable.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
49	Part B 4.1	Insert new sentence: <i>“A person does not need to enter into an Adoption Agreement for the provision of on-site trenching alone, although that person must excavate according to WPD specification.”</i>	To provide clarity regarding the requirement for a person to enter into an Adoption Agreement.
50	Part B 4.2	Substitute all references to <i>“ICP”</i> for <i>“contractor”</i>  Amend 1 <sup>st</sup> and 2 <sup>nd</sup> paragraph: <i>“If a person chooses to do any of the Contestable Work and acts as an ICP, or appoints a third party to act as an ICP, the following basic requirements apply:”</i>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.  Clarifies that a person carrying out Contestable works is effectively working as an ICP and must comply with requirements set out.

		<p><i>WPD is concerned with the competence of the ICP who is to install the assets associated with any new connection, because WPD will have the on-going responsibility for all assets that become part of the distribution system. If the person wishes to act as the ICP, or appoints a third party to act as an ICP, then the procedures detailed <del>still</del> below apply.</i></p> <p>Amend 5<sup>th</sup> paragraph to substitute references to “National Electricity Registration Scheme” for “National Registration Scheme”</p>	To align with the NER scheme.
51	Part B 4.3	Substitute “ICP” for “Agreed Contractor”	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
52	Part B 4.1	<p>Insert new bullet point:  <i>“The possible requirement to provide additional security beyond that provided as an accredited ICP under the National Electricity Registration Scheme.”</i></p>	To provide clarity regarding the requirement for an ICP to provide security during the defect correction period where they do not hold an appropriate credit rating status.
53	Part B 4.4	<p>New bullet point added:  <i>“Diversionary and reinforcement works not exceeding 33kV”</i></p> <p>Amend 2<sup>nd</sup> paragraph by substituting “seven” for “six”</p> <p>Insert new lines;  <i>“For diversionary and reinforcement works:  Part 7: Framework for contestable diversionary and reinforcement underground and overhead works not</i></p>	This Section amended to include reference to the latest G81 Engineering Recommendation; Part 7.



		<i>exceeding 33kV and HV/LV distribution substations.”</i>	
54	Part B 5.1	Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.
55	Part B 5.4	Amend 2 <sup>nd</sup> paragraph; <i>“Where the person seeking connection is doing so for the purpose of generating electricity, reference should be made to the Distribution Code and the Grid Code. In addition a A generator will be required to pay charges for use of WPD’s System in accordance with WPD’s Statement of Charges for Use of System.”</i>	Deleted to avoid repetition of statement in last sentence of previous paragraph.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
56	Part B 5.4	Insert new paragraph: <i>“Larger generation schemes, generally connected at EHV, may require WPD confirm or otherwise with NGET that no consequential changes will be required to their transmission system. WPD will request a “Statement of Works” which NGET must provide within 28 days of receipt of the request. Any Connection Offer issued by WPD will be conditional upon NGET’s response.”</i>	To provide clarity regarding the obligations on WPD to contact NGET.
57	Part B 5.5	Amend 2 <sup>nd</sup> sentence of 1 <sup>st</sup> paragraph: <i>“A person <del>wishing to</del> who installs a SSEG unit (typically domestic combined heat and power units, domestic photovoltaic and domestic wind turbines), must ensure that WPD is made aware of the SSEG</i>	To align with Certificate of Exemption granted by the HSE in August 2008.

		<i>installation <del>at or before the time of commissioning</del> no later than 28 days (inclusive of the day of commissioning), after commissioning.”</i>	
58	Part B 5.6	Amend 1 <sup>st</sup> paragraph: <i>“Any person wishing to build a distribution network embedded within WPD’s operational area and requiring a connection to WPD’s System should <del>write</del> apply to WPD using the <del>contact details</del> Application Form found on WPD’s website and forward it to the address given in Section 8.1.</i>	WPD will introduce application forms which will be available on WPD’s website. The form will reduce the chances of that person failing to submit all the information WPD requires in order to progress the application.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
59	Part B 5.6	Amend 2 <sup>nd</sup> paragraph: <i>“The person building the embedded network and applying for connection should provide information in accordance with Section 1.1, <del>and also confirm the desired including a location plan drawn to a suitable scale so that WPD may determine the prime point of connection between WPD’s System and the distribution network.</del>”</i>  Insert new paragraph: <i>“WPD accept and shall work to the national framework document facilitated by the Electricity Networks Association entitled; “Principles for the planning, connection and operation of electricity distribution networks at the interface between</i>	To clarify the applicant’s obligations with regard to the provision of a scaled location plan so that WPD can progress the application in an efficient and timely manner.  To recognise the forthcoming implementation of ER G88.

		<p><i>Distribution Network Operators (DNOs) and Independent Distribution Network Operators (IDNOs)”; to become Engineering Recommendation G88.”</i></p> <p>In final paragraph, amend references to <i>“Connection and Use of System Agreement”</i> to <i>“Bilateral Connection Agreement”</i>.</p>	To align with DCUSA terminology under Section 2B
60	Part B 6.2 (inc. Table 2)	Substitute <i>“ICP”</i> for <i>“Agreed Contractor”</i> .	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.
61	Part B 6.7	Within the explanatory notes, substitute <i>“WPD’s System”</i> for <i>“WPD’s distribution network”</i> .	To ensure consistency with defined term in Glossary of terms.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
62	Part B 6.9	<p>Within parts 1)a) and 1)b) of the explanatory notes, substitute <i>“WPD’s System”</i> for <i>“WPD’s distribution network”</i> and <i>“Non-contestable”</i> for <i>“non-contestable”</i>.</p> <p>Within parts 2)b), 3)a), 6) and 7) of the explanatory notes, substitute <i>“customer”</i> for <i>“Customer”</i>.</p>	<p>To ensure consistency with defined term in Glossary of terms.</p> <p>“Customer” is not a defined term.</p>
63	Part B 6.10	Amend the description in worked example 1): <i>“There is an existing LV main cable running along the street therefore the minimum scheme is to lay 20m of service cable, half in a customer prepared trench and half in footway. The service cable will be jointed to the existing LV main and terminated within</i>	To provide clarity and understanding for the reader.

		<i>a fused cut-out located at the customer's new house."</i>	
64	Part B 6.10	<p>Amend the 1<sup>st</sup> paragraph of worked example 7):  <i>"A customer wishes to connect a generator to WPD's System and <del>has</del> Supply the Maximum Capacity for export purposes will be 3,000 kVA. The customer has provided sufficient information for WPD to design a suitable connection arrangement to satisfy the customer's requirements."</i></p> <p>Amend the 3<sup>rd</sup> paragraph of worked example 7):  <i>"WPD's existing HV switchboard, comprising 11 circuit breakers also needs reinforcing. It has a fault level capacity of 250,000 kVA. The new switchboard will have a <del>secure</del> fault level capacity of 350,000 kVA."</i></p>	<p>To ensure consistency with defined term in Glossary of terms.</p> <p>To ensure consistency with terminology used in Part A, section 1.2.2 of the Statement relating to reinforcement of the existing distribution system.</p>

Change No.	Paragraph No.	Change proposal	Explanation/Comment
65	Part B 7.1	<p>Amend the dispute and determination procedure section:  <i>"Where the customer is unhappy with the terms or charges offered by WPD the customer should in the first instance approach the company. WPD has a disputes process it will follow. Further details are available on WPD's website;  <a href="http://www.westernpower.co.uk">www.westernpower.co.uk</a>  If agreement with <del>the company</del> WPD cannot be reached within a reasonable time, the customer may approach energywatch (the Gas and Electricity Consumer Council). <del>Energywatch is a government body which represents the interests of gas and electricity consumers in the UK. They are able to investigate consumer complaints and disputes.</del></i></p>	To align with current disputes procedures following the demise of energywatch.

		<p><i>escalate the dispute.</i></p> <p><i>If the dispute concerns a household or small business the customer may refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service. For further information on how to make a complaint, visit the Energy Ombudsman website;</i></p> <p><u><a href="http://www.energy-ombudsman.org.uk">www.energy-ombudsman.org.uk</a></u></p> <p><del><i>Some costs can be determined and should energywatch be unable to resolve a dispute Where it is inappropriate for the Energy Ombudsman to resolve a dispute which is determinable, either party may request settlement by the Authority. energywatch will forward the case to the Authority.</i></del></p>	
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<b>Change No.</b>	<b>Paragraph No.</b>	<b>Change proposal</b>	<b>Explanation/Comment</b>
66	Part B 7.1 continued	<p>Amend the dispute and determination procedure section:</p> <p><i>For further information on determinations go to Ofgem's website (<a href="http://www.ofgem.gov.uk">www.ofgem.gov.uk</a>).</i></p> <p><i>Where the applicant wishes to proceed with the connection before the Authority has settled any outstanding issues referred to him by WPD or the applicant, the parties may proceed with the connection on such terms as they can then agree, subject to settlement of the outstanding issues by the Authority. Any overcharge made, including interest, will be refunded.</i></p>	To align with current disputes procedures following the demise of energywatch.

		<p><i>energywatch contact details are:</i></p> <p><i>energywatch – Southern</i>  <i>5<sup>th</sup> Floor Heron House</i>  <i>8 – 10 Christchurch Road</i>  <i>Bournemouth</i>  <i>BH1 3NA</i>  <i>— Telephone 0845 9060 708</i></p> <p><i>For further information on determinations go to</i>  <i>Ofgem's website (www.ofgem.gov.uk).</i></p>	
67	Part B 8.1	<p>Insert WPD e-mail address:  <a href="mailto:wpdnewsupplies@westernpower.co.uk">"Email: wpdnewsupplies@westernpower.co.uk"</a></p>	To inform the reader of additional avenues for contacting WPD.
68	Part B 8.2	<p>Amend the Glossary of Terms by substituting "<i>ICP</i>" definition for "<i>Agreed Contractor</i>" definition.</p>	CIC convention is now to refer to the Independent Connection Provider (or ICP) rather than the Agreed Contractor. This change should provide consistency and aid clarity.

Change No.	Paragraph No.	Change proposal	Explanation/Comment
69	Part B 8.2	<p>Delete definition;  <del><i>"Licensed Supplier; a person licensed under the Act to supply electricity"</i></del></p>	Definition of "Authorised Electricity Operator" already exists so this definition is deleted to provide clarity and remove confusion.
70	Part B 8.2	<p>Amend the Glossary of Terms by changing definition to "<i>National Electricity Registration Scheme</i>" instead of "<i>National Registration Scheme</i>"</p>	To align with NER scheme.
71	Part B 8.2	<p>Insert new definition;  <i>"Offer means an offer made by WPD to a person for a new, augmented, altered, or reduced connection to WPD's System;"</i></p>	A previously undefined term, now included to provide clarity.

72	Part B 8.3	Extend the list of other publications to include: <i>“For diversionary and reinforcement works; Engineering Recommendation G81, Part 7: Contestable diversionary and reinforcement underground and overhead works not exceeding 33kV and HV/LV substations”</i>	This Section amended to include reference to the latest G81 Engineering Recommendation; Part 7.

### **3.0 Justification for Modification**

- 3.1 This modification proposal seeks to update WPD's methodology statement so that it reflects current working practices and accurately informs persons wishing to obtain a new, augmented, modified or reduced electricity connection of the application process. Particular emphasis is placed on ensuring the statement aligns with the latest licence conditions and steer from the Authority relating to Competitions in Connections.

### **4.0 Implementation Date**

- 4.1 It is proposed to implement this modification on 1<sup>st</sup> May 2009, or as soon as possible following a 'non-veto' decision by the Authority.