

UNC Modification	At what stage is this document in the process?
<h1>UNC 0683:</h1> <h2>Updating the Offtake Arrangements Document (OAD) with recommendations resulting from UNC Request Workgroup 0646R Review of the Offtake Arrangements Document – Phase 1</h2>	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="border: 1px solid green; background-color: #00a651; color: white; padding: 2px 5px; border-radius: 5px;">01 Modification</div> <div style="border: 1px solid blue; background-color: #e6f2ff; padding: 2px 5px; border-radius: 5px;">02 Workgroup Report</div> <div style="border: 1px solid purple; background-color: #f2e6ff; padding: 2px 5px; border-radius: 5px;">03 Draft Modification Report</div> <div style="border: 1px solid orange; background-color: #fff9e6; padding: 2px 5px; border-radius: 5px;">04 Final Modification Report</div> </div>
<p>Purpose of Modification:</p> <p>This Modification seeks to update the OAD in order to bring it in line with industry changes made since 2005. The Request 0646R Review of the Offtake Arrangements Document, Workgroup has since identified a number of areas in OAD that can be updated now (Phase 1), with this being the first in a number of Modifications.</p>	
	<p>The Proposer recommends that this modification should:</p> <ul style="list-style-type: none"> subject to Self-Governance; and assessed by a Workgroup <p>This modification will be presented by the Proposer to the Panel on 21st March 2019. The Panel will consider the Proposer’s recommendation and determine the appropriate route.</p>
	<p>High Impact: National Grid Transmission and all GDNs.</p>
	<p>Medium Impact: None</p>
	<p>Low Impact: None</p>

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Timetable			 UKLink@xoserve.com
The Proposer recommends the following timetable:			Other: Darren Dunkley
Modification presented to Panel	21 March 2019		 Darren.dunkley@cadentgas.com
Initial consideration by Workgroup (Offtake Arrangements)	TBC		 07768 102 196
Workgroup Report available for Panel	18 July 2019		
Draft Modification Report issued for consultation	18 July 2019		
Consultation Close-out for representations	08 August 2019		
Final Modification Report available for Panel (<i>short notice</i>)	12 August 2019		
Modification Panel decision	15 August 2019		

1 Summary

What

Since the implementation of the OAD in 2005, a number of issues have been identified that need to be addressed. A series of amendments have been identified during the development of Request 0646R Review of the Offtake Arrangements Document, a number of which can be addressed at an early stage/ahead of conclusion of 0646R. This Modification Proposal is described as Phase 1 and addresses:

- Tripartite arrangements;
- Shared Sites (including the definitions: for bi-directional/reverse flow; and Closed Sites NTS/LDZ);
- Asset Removal process;
- Supplemental Agreement Template;
- Critical National Infrastructure (CNI); and
- Material impact on 'Affected Party'

Why

In its current form, certain sections of OAD are unclear and ambiguous. As a result, it is open to interpretation, which has at times resulted in an inefficient use of both time and resource of the parties concerned. The proposed changes would enable all parties to interpret a Code that is clear, concise, practical and consistent.

- Tripartite Arrangements: OAD currently makes an assumption that there can be multiple offtakes at an offtake site. OAD also confirms that the Site Owner is normally the Site Services Party. However, for Tripartite sites, there are normally three parties on site. The Supplemental Agreement is agreed between the upstream and downstream parties and for tri-partite sites two agreements will be in place. One of these agreements will be between the two site users and therefore the site owner, acting as Site Services Party, may be unaware of site services or updates being confirmed or been made available at the offtake in their name;
- Shared Sites: the current definition of an Offtake needs to be updated to allow for: Closed NTS to LDZ offtakes with the potential to flow gas; Bi-directional flows between NTS to LDZ offtakes; and Shared sites with no physical connection via Individual Offtake Points. As it stands, Offtakes exist that meet these criteria, but are not covered by OAD;
- Asset Removal Process: there are no clauses in OAD that allow the Site Owner to request the removal of redundant assets. In this case, OAD leaves the Site Owner at a disadvantage. A new process has been agreed that would allow any Operator to request another Operator to remove an asset under defined situations;
- Supplemental Agreement Template: the Supplemental Agreement does not specify all of the Connections Facilities in Appendices C, D and E of the current Supplemental Agreement (SA). The template has been redesigned to ensure that the typical types of asset found at offtake sites can be documented and confirmation provided on ownership so that this information can more robustly demonstrate compliance with the arrangements currently outlined in OAD;
- CNI is a new area not currently covered by OAD. As it stands, it is the Site Owner that is responsible for Site Security. There is though, the potential for the scenario where it is the Site User who will be responsible for security arrangements, such as installing a Site Security Fence and providing the operation and maintenance thereafter. OAD requires updating to allow for such situations;

- The material impact on an Affected Party is not currently defined in OAD. This can lead to a difference in the interpretation of what defines 'material impact' and this lack of a clear definition has resulted in an adverse impact upon operational matters due to the lack of communication between Parties.

How

The relevant sections of OAD are proposed to be modified, with new additions included as necessary, so that the resultant legal text satisfies the objectives of the Proposal.

The sections of OAD to be modified include:

- Section A – Scope and Classification
- Section B – Connection Facilities, and
- Appendix Supplemental Agreements

The remainder of OAD will be reviewed to ensure there are no consequential impacts.

2 Governance

Justification for Self-Governance

This Modification should be subject to Self-Governance procedures on the basis that the necessary changes would have no material impact on the commercial activities of Shipper Users, Gas Transporters or Gas Consumers. This is because the proposed changes are to either bring the Code in line with industry changes since 2005, or to address process gaps that have come about as a result of new industry practice. Although we do not envisage any implementation costs, there may be consequential change costs.

Requested Next Steps

This Modification should:

- be considered a non-material change and subject to self-governance
- be assessed by a Workgroup

3 Why Change?

Background

Since the implementation of the OAD in 2005, a number of issues have been identified which need to be addressed and resolved. It has been identified that specific sections of OAD are unclear and ambiguous and require clarity to ensure all parties are able to interpret them in a consistent manner. Addressing these issues should lead to greater efficiency. The 0646R Workgroup has agreed that a number of changes to OAD should be made as part Phase 1 of the recommendations from the review. These changes cover:

- Tripartite arrangements;
- Shared Sites (including the definitions: for bi-directional/reverse flow; and Closed Sites NTS/LDZ);
- Asset Removal process;
- Supplemental Agreement Template;
- Critical National Infrastructure (quick win); and

- Material impact on 'Affected Party'.

Further Phase 2 Modifications are anticipated in a separate Modification expected to be raised in 2019 to cover:

- Maintenance (and clarity on impact assessments/threshold for OAD notices 'significant impact' Section G);
- Further requirements for Critical National Infrastructure (Integrated Security System (ISS)/Physical Security Upgrade Programme (PSUP));
- Site Drawings;
- OAD Notices;
- Point of Offtake.

The 0646R Workgroup also recognised that additional areas for related Offtake Arrangements work in 2019 is expected to include:

- Section D; and
- Safe Control of Operations (SCO) interface documents.

It is still to be determined whether these items will be addressed by the existing 0646R Workgroup or by the Offtake Arrangements Workgroup at a later stage.

The Detail

Tripartite Arrangements

Section A2.1.2 & A2.3.1

Cadent has two tri-party sites where there is one Site Owner and two Site Users located at an offtake site. OAD is currently written in a way that assumes there is only one Site Owner and one Site User and that gas flows from the NTS into one LDZ. In reality, this is not the case and the definitions need to be updated to cover both approaches.

The current Offtake definition i.e. "one or more Individual Offtakes Points, located at each site, at each of which gas can flow into the same LDZ." does not cater for tri-party sites.

Section B2.6.1

Site Services need to be revised to take into account tri-party sites. Normally, there are two Supplemental Agreements in place between the upstream and downstream Operators. However, as the Gas Distribution Networks (GDN) are normally the Site Owners, one SA will be between the Site Owner and Site User, and the other SA will be between the Site User and Site User. Where a SA is between two Site Users, the Site Services are not confirmed by the Site Owner as they are not a party to the agreement. Therefore the two Site Users are unable to agree these services without the Site Owner.

The "Services Party" can be a third party operator who is the Site Owner but not a party to the Supplemental Agreement because this is between the upstream and downstream party only - as in the case at Ross-on-Wye and Winkfield (i.e. tri-partite sites).

New Addition

There have been occasions for tri-party sites where one SA has been updated between the Site Owner and Site User, but the changes have not been mirrored across to the other SA in place between the Site User and Site User. This is critical for issues where for example there are data items that are common between the two SA's in place, such as Access, Security, Cathodic Protection, Utilities Supply and Drawings i.e. General

Arrangement (GA) and Hazardous Area Zone (HAZ) Drawings resulting in a mismatch of data between the two SA's.

Shared Sites

Section A2.1.4

Cadent has a specific site where the systems are connected by closed valves and if opened gas could flow. There are two Networks, physically connected by closed valves. This scenario currently exists between LDZ to LDZ, but not NTS to LDZ. This type of site is not covered by a Supplemental Agreement.

New Addition

Offtake sites are governed by OAD but, due to the current offtake definition in Clause A2.1.4, it only covers where gas flows from the NTS into an LDZ. Cadent have a number of offtake sites where a connection back onto the NTS is required to facilitate pipeline inspections that only occur once every 10-15 years.

Asset Removal Process

This new process is being introduced as an Operator has experienced a situation where a non-operational asset belonging to another Operator, has been left on site taking up space that could otherwise be used for something else.

The intent of this process is to allow any Operator to request another Operator to remove an asset under defined situations.

Section B3.1.1

Clause states that "right to the Site User to retain such Connection Facilities on the Site Owner land." as per the date of the SA or following relocation. The issue here is that this right allows the Site User to leave assets in place even though they are not operational and there are no clauses in OAD that allows the Site Owner to request the removal of redundant assets so it frees up space for any other use.

Section B3.6

This clause focuses on the Removal of Site User Facilities from only a Site User perspective. OAD provides no coverage for Site Owners to request the removal of Site Users assets, especially redundant assets given the right to retain stated in B3.1.1.

It should be noted that some Operators have Lease Agreements in place and where this is the case, the lease takes precedence over OAD. However, Lease Agreements generally specify whole site redundancy, such as 'end of life' and not specific assets.

The 'Proposal for the Removal of Assets v0.4' is included alongside this Modification. 0646R Workgroup has determined that certain processes require a level of detail that would not be appropriate for inclusion within this modification, but would be better served in a subsidiary document.

Supplemental Agreement Template

Section B2.1.2

The existing version of the SA does not specify all the Connection Facilities in Appendices C and D of the current SA. These are also contained within Appendix E.

New Addition

The SAs should have version control so that you are able to see what changes were implemented when and arising from what work.

The 'SA Appendix Template v1.0 – Blank' is included alongside this Modification. 0646R Workgroup has determined that certain processes require a level of detail that would not be appropriate for inclusion within this modification but would be better served in a subsidiary document.

Appendix

Current Supplemental Agreements do not document all of the Connection Facilities on site, as per Section B of OAD. Specifically, whilst the mechanical drawing is included with the SA, there is no mention of the electrical or instrumentation assets on site which often can be shared and therefore lead to confusion as to who owns them and thus, maintains them. This is to be addressed by the new SA Template.

Critical National Infrastructure

CNI was introduced to the industry after the OAD was written in 2005. This area deals predominantly with security arrangements, which is covered in OAD Section B3.8.1. This states that it is the Site Owner who is responsible for Site Security. This will not always be the case, as we are aware of scenarios where it will be the Site User who will be installing security arrangements such as a site fence.

Material Impact on 'Affected Party'

As Affected Party is not defined in OAD, it can lead to a difference in the interpretation of the term 'material impact'. This has had an adverse impact on operational matters (such as Routine and Non-Routine Operations) due to a lack of communication between Parties.

It should be noted that any change that a Site User wants to undertake on site must always have Site Owner support via the OAD, and the criteria set out in the solution are more for the Site Owner to consider when determining the need to notify the Site User. The issue being that when OAD notices are raised, some of the impacts on the other Parties are not included.

4 Code Specific Matters

Reference Documents

Offtake Arrangements Document (found here: <https://www.gasgovernance.co.uk/OAD>)

Knowledge/Skills

An understanding of physical assets, access arrangements, etc, would be advantageous.

5 Solution

Tripartite Arrangements

To be amended to cater for tri-party sites as follows:

- Where the Site Services Party is neither the upstream nor downstream Party, the Site Services Party will be a party to the SA and must be clearly documented in the SA (for tripartite sites only)
- As the custodian, National Grid have an additional responsibility under tripartite to update all drawings on this site

Shared Sites

NTS and LDZ Shared Sites

- NTS/LDZ Offtake definition – Definition to be retained

- Closed offtakes – Modify to include NTS/LDZ Closed Offtakes
- Non-offtake NTS/LDZ shared site – New Definition proposed

All of the above categories are to be bi-directional: can flow gas from the NTS to the LDZ and can flow gas from the LDZ to the NTS (subject to appropriate caveats).

Modify Closed offtakes to include NTS/LDZ Closed Offtake

- Supplemental Agreement required
- NTS and LDZ connection facilities on a site
- Physical connection to flow gas but valve is closed
- In exceptional circumstances flow gas from NTS/LDZ e.g. Inline Inspection (ILI) run
 - Subject to agreement by all Parties
 - Subject to liabilities being appropriate
- On-going maintenance required
- Measurement equipment may be on site – Calculation for unmetered gas

Add non-offtake NTS/LDZ shared site

- Must have a Supplemental Agreement in place
- NTS and LDZ assets/facilities on a site
- No physical connection to flow gas
- In exceptional circumstances (temporary connection) flow gas from NTS/LDZ e.g. ILI run
 - Subject to agreement by all Parties
 - Subject to liabilities being appropriate
 - No measurement equipment on site – calculation for unmetered gas

Bi-Directional flows

- Bi-directional flow applies to:
 - NTS/LDZ offtakes,
 - NTS/LDZ closed offtakes,
 - Non-offtake NTS/LDZ Offtake
- Can flow gas from the NTS into an LDZ
 - In exceptional circumstances for closed sites and non-offtakes
- In exceptional circumstances, can flow gas from the LDZ to NTS e.g. ILI runs
 - Subject to agreement by all Parties
 - Subject to liabilities being appropriate
 - Any unmetered gas accounted for

Appropriate Liabilities

Agreement to reverse flow and/or opening of closed sites will be subject to liabilities being appropriate:

- Third Party claims

- NTS direct connections – NG customers
- DN Offtake claims
- DN Gas Quality claims
- GSMR compliance not being demonstrated on entry

Asset Removal Process

Section B3.1.1 and B3.6

Request for Removal of Assets

To be amended to enable an operator to request the removal of a Connection Facility under the following criteria:

- An asset is causing a credible risk to the health and well-being of all staff on site – New
- An asset is causing a credible risk to the safe operation of transporting gas at a site – New
- An asset has a credible impact upon the gas operations of another network operator – New
- The site owner requires the re-use of land or property where space is of a premium and assets that are currently in place have been seen to be non-operational for 12 months or more – New
- Any other credible and tangible risk that develops, as clearly defined and articulated by the site owner – New
- Request must be in writing and must include the assets to be removed, the land required and the reasons why the land is required – New
- The requester must advise the receiving party if the land requirement changes once identified
- Receiving party to consider impact of request with response not to be unreasonably withheld or delayed – New
- Receiver to engage with requesting operator to seek a way forward that is acceptable to both parties: for the avoidance of doubt, if a lease agreement is in place this must be taken into account first. If asset removal is being requested and is not covered by the lease agreement, then OAD applies - New

Cost Allocation

- Cost at expense of asset owner where request is based upon the following reasons:
 - Health - New
 - Safety - New
 - Operational - New
- For all other requests:
 - Cost to be identified and agreed in advance – New
 - Determine if there is any regulatory funding in place to decommission the asset. If so then this should dictate who will bear the financial responsibility for the work - New
 - If there is no regulatory funding in place, the asset owner will propose a cost contribution proposal factoring in which costs (maintenance and other) will be avoided through decommissioning. That proposal can be challenged and if an agreement is not ultimately forthcoming, would result in an independent decision. - New

- An operator may allow another operator to remove the agreed assets on their behalf subject to the application of the required engineering governance - New
- Cost, or shared cost, to be recovered via the provisions under Section L - New

Disputes

- Where the escalation of a dispute remains unresolved parties to seek settlement via the existing dispute process contained within UNC

Supplemental Agreement Template

Section B2.1.2

The Section of OAD entitled '01 January 2006 OAD Appendices' is to be removed and set up as a subsidiary document as follows:

1. Recitals (see Supplemental Agreement Template); and
2. Appendices (see SA Appendix Template v1.0 – Blank)

All references in OAD to specific sections in the Supplemental Agreements need to be reviewed and updated accordingly taking into account this important document is now a subsidiary document.

The proposed Supplemental Agreement templates have been included alongside this Modification.

Annex B2

Existing text to be modified as follows:

Part 1 – Mandatory Site Services

Site Service

- a) Cathodic protection, including:
 - i. Maintaining and testing such cathodic protection systems (and planning for such maintenance in accordance with the provisions for Relevant Maintenance in Section G); and
 - ii. Providing each Site User a report certifying compliance of the cathodic protection systems no later than 14 days after any maintenance or testing in accordance with sub-paragraph (i);
- b) Electrical Services;
- c) Standby Power;
- d) Site security; and
- e) Retention of Site records, including maintenance reports for Site Services.

Further details relating to the Site Services listed in this Part 1 shall be recorded in the relevant Supplemental Agreement.

NB. b) and c) above will move to Part 1 from Part 2.

Part 2 – Other Site Services

- a) Water Services;
- b) Telecommunication Services;
- c) Site Drainage;
- d) Welfare Facilities

Critical National Infrastructure

Section B3.8.1

- By agreement Site security can be transferred to the Site User
- Documented in Supplemental Agreements(s) and Site Schedule of Responsibilities

An 'Affected Party'

Section B2.2.3

- Alterations, replacements, relocation, and additions which have any of the following impacts need to be included in the notice defined in B2.2.4 if available at the time:
 - Any impact to the gas flow from the NTS to the LDZ
 - Any impact to the electrical power arrangements i.e. outage or disruption to the site supply or any specific boards; or where standby power arrangements need to be deployed
 - Any impact to the telemetry system i.e. outage or disruption concerning RTU (insert meaning), communication equipment or impact to control and signalling requirements
 - Any site restrictions that will prevent the other party accessing the site in full or part i.e. for safety reasons or Construction Design Management (CDM) regulations
- Note the Transmission System Operator to Distribution System Operator Agreement Guidelines should be updated with approval by the Offtake Committee

6 Impacts & Other Considerations

Does this modification impact a Significant Code Review (SCR) or other significant industry change projects, if so, how?

There is no impact on any Significant Code Review.

Consumer Impacts

There is no impact on consumers on the basis that the Modification is solely associated with Transporter to Transporter issues.

Cross Code Impacts

No other industry codes are affected.

EU Code Impacts

There is no impact on any EU Code.

Central Systems Impacts

There is no impact on any central systems.

7 Relevant Objectives

Impact of the modification on the Relevant Objectives:	
Relevant Objective	Identified impact
a) Efficient and economic operation of the pipe-line system.	Positive
b) Coordinated, efficient and economic operation of (i) the combined pipe-line system, and/ or (ii) the pipe-line system of one or more other relevant gas transporters.	Positive
c) Efficient discharge of the licensee's obligations.	None
d) Securing of effective competition: (i) between relevant shippers; (ii) between relevant suppliers; and/or (iii) between DN operators (who have entered into transportation arrangements with other relevant gas transporters) and relevant shippers.	None
e) Provision of reasonable economic incentives for relevant suppliers to secure that the domestic customer supply security standards... are satisfied as respects the availability of gas to their domestic customers.	None
f) Promotion of efficiency in the implementation and administration of the Code.	Positive
g) Compliance with the Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.	None

This Modification facilitates objective a) Efficient and economic operation of the pipe-line system as it provides clarity on OAD matters impacting the Gas Transporters, thus enabling effective communication between parties, and a more efficient use of assets contained within their Systems:

- regarding Shared Sites
- regarding Asset Removal Process

This Modification facilitates objective b) (i) Coordinated, efficient and economic operation of the combined pipe-line system as it provides clarity on OAD matters impacting the Gas Transporters, thus enabling effective communication between parties, and a more efficient use of assets contained within their Systems:

- regarding Shared Sites
- regarding Asset Removal Process

This Modification facilitates objective f) Promotion of efficiency in the implementation and administration of the Code by providing clarity in the UNC:

- regarding Tripartite Arrangements
- regarding Supplemental Agreements
- regarding CNI, which is a new area to OAD

- regarding the criteria for a material impact on an Affected Party.

8 Implementation

As self-governance procedures are proposed, implementation could be sixteen business days after a Modification Panel decision to implement, subject to no Appeal being raised.

9 Legal Text

Text Commentary

Text to follow

Text

Text to follow

10 Recommendations

Proposer's Recommendation to Panel

Panel is asked to:

- Issue this Modification to Workgroup for assessment.