

Draft Workstream Report
The provision of a “Data Update” to Non Code Parties
Modification Reference Number 0314

Version 0.~~32~~³²¹

This Workstream Report is presented for the UNC Modification Panel's consideration. The Distribution/Transmission Workstream considers that the Proposal is sufficiently developed and should now proceed to the Consultation Phase. The Workstream also recommends that the Panel requests the preparation of legal text for this Modification Proposal.

1 The Modification Proposal

With changes to Suppliers’ Licence obligations in respect of Advanced Metering, it is increasingly clear that there will be a widespread adoption of Advanced/Automated Meter Reading (AMR) equipment and processes by the gas industry. Wider adoption will also be driven by the use of AMR to fulfil energy efficiency requirements of environmental schemes such as the CRC (the CRC Energy Efficiency Scheme, formerly known as the Carbon Reduction Commitment) and the EU ETS (Emissions Trading Scheme).

To support the roll out of AMR, the Energy Services & Technology Association (ESTA) has developed an industry AMR Service Provider Code of Practice (ASPCOP). A number of companies have already signed up to the Scheme and those parties represent the majority of AMR installations undertaken in the UK. As part of the development of the ASPCOP it was recognised that an ASP Hub which would provide information to relevant parties would be beneficial in enabling parties to easily manage Change of Supplier scenarios and avoid Stranding Assets and Multiple Asset installations. This would therefore enhance efficient market operation.

As well as supporting interoperability It is vital that Suppliers know if and where AMR equipment is attached to meters, who operates each AMR device and the contractual relationship for connected devices. This will allow Shippers and their Suppliers and Service Providers to manage compliance with relevant licence conditions.

It is important to understand that unlike other assets the provision of AMR equipment and data services may be provided directly to consumers and that bilateral contracts may exist for the consumer to purchase services directly from the AMR provider whilst the Supplier or his service provider has in place its own arrangements for accessing data.

The Data Hub will provide a common single point for relevant parties to access critical information to aid their understanding of the arrangements in place at any particular meter.

It is worth noting that unlike the meterpoint to meter relationship the AMR to meterpoint relationship is not based on a one to one premise. Multiple AMR units may be attached to one meterpoint. This scenario is already relatively commonplace. Shippers and Suppliers must be aware of any existing arrangements in place for

AMR so they can make suitably informed decisions about which AMR operator to use to provide meter reads.

This information must be available to the Shipper and Supplier at the time of quoting the customer for the gas supply contract as it can materially affect the types of product and prices offered. As the incumbent Supplier is likely to know this information it could be a barrier to competition if this data is not provided to other parties.

As this proposal would only relate to provision of Data Items in relation to Industrial & Commercial sites we do not see any issues arising in respect of the Data Protection Act and Personal Data.

Overview

It is therefore Gazprom’s proposal to enable the provision of a set of Data Items to the ESTA MANAGEMENT SERVICES LIMITED ~~relevant Service Provider to~~ enable the population and maintenance of an AMR Data Hub.

While the frequency of the update is subject to further discussion we would envisage a Daily “Data Update” would prove the optimum approach subject to cost information.

For completeness the current list of data items ESTA are proposing to be held in the Hub are set out in the table below.

Those items we are proposing to form part of the “Data Update” are identified in column “Source of Data Item” as “Data Update [from ~~X~~serve]”

	Instances per MPRN	Data Item	Description of Data Item	Source of Data Item
1	S	MPRN	The Unique industry reference point	Data Update [from X serve]
2	S	MAM ID	The MDD identifier of the MAM	Data Update [from X serve]
3	S	Meter Serial Number (MSN)	The Meter Serial number associated with the Meter	Data Update [from X serve]
4	S	Meter Install Date	The Date the Meter was	Data Update [from X serve]

			installed	
5	S	Meter Removal Date	The Date the Meter was removed	Data Update [from x oserve]
6	S	Convertor Serial Number (CSN)	The Serial number associated with the Convertor	Data Update [from x oserve]
7	S	Convertor Install Date	The Date the Convertor was installed	Data Update [from x oserve]
8	S	Convertor Removal Date	The Date the Convertor was removed	Data Update [from x oserve]
9	M	ASP ID	The MDD identifier of the ASP	To be populated by relevant ASP
10	M	AMR Serial Number	The AMR Serial Number associated with the AMR	To be populated by relevant ASP
11	M	AMR Install Date	The Date the AMR was installed	To be populated by relevant ASP
12	M	AMR Removal Date	The Date the AMR was removed	To be populated by relevant ASP
13	M	Contract Relationship	Consumer, Supplier, Transporter, None	To be populated by relevant ASP

Note 1: "Instances per MPRN" identifies data items which can occur only Singularly or in Multiple instances. A Meter could have several AMR devices attached to it so the Hub would have to hold multiple instances of AMR devices.

Note 2: The Contract Relationship identifies the nature of the “active” relationship between the ASP and the relevant party e.g. the ASP could be providing services to

the Consumer and this information would allow the Supplier to potentially contract with the Consumer's ASP for Read Services.

Note 3: ASP ID, AMR Serial Number, AMR Install Date, AMR Removal Date and Contract Relationship are not currently held on existing industry systems.

Gazprom believes the scope of the Data Update, items 1 to 8, is such that the development should not be significant.

The Proposal

Gazprom propose that the UNC be modified to permit the Transporters, via the Transporter Agency, to provide data to ESTA MANAGEMENT SERVICES LIMITED~~Non-Code Parties~~ subject to a set of Criteria as set out below: -

1. ESTA MANAGEMENT SERVICES LIMITED~~The Non-Code party~~ warrants that the data is being used for legitimate business purposes
2. ESTA MANAGEMENT SERVICES LIMITED~~The Non-Code party~~ indemnifies and holds harmless all Code Parties from the consequence of inappropriate use of the data update.
3. The data provided relates only to I&C meterpoints.

For the avoidance of doubt the data items which it is proposed that the Transporters be permitted to release to ESTA MANAGEMENT SERVICES LIMITED~~non-Code Parties~~ are:

	Instances per MPRN	Data Item	Description of Data Item
1	S	MPRN	The Unique industry reference point
2	S	MAM ID	The MDD identifier of the MAM
3	S	Meter Serial Number (MSN)	The Meter Serial number associated with the Meter
4	S	Meter Install Date	The Date the Meter was installed
5	S	Meter Removal Date	The Date the Meter was removed
6	S	Convertor Serial Number (CSN)	The Serial number associated with the Convertor
7	S	Convertor Install Date	The Date the Convertor was installed

8	S	Convertor Removal Date	The Date the Convertor was removed
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It is envisaged that, following implementation of this Proposal, ESTA MANAGEMENT SERVICES LIMITED ~~interested parties~~ would enter into a separate arrangement with the Transporters (or their Agency) to acquire this data and to receive periodic updates.

2 User Pays

a) Classification of the Proposal as User Pays or not and justification for classification

This proposal is not a User Pays proposal as it simply enables the provision of data.

b) Identification of Users, proposed split of the recovery between Gas Transporters and Users for User Pays costs and justification

No User Pays charges applicable. Some costs may be associated with the release of data however these would be born outside the UNC arrangements and data release does not form part of this Proposal. xoserve have identified the service would be provided under bi-lateral commercial arrangements.

c) Proposed charge(s) for application of Users Pays charges to Shippers

No User Pays charges applicable to Shippers. Some costs may be associated with the release of data however these would be born outside the UNC arrangements and data release does not form part of this Proposal.

d) Proposed charge for inclusion in ACS – to be completed upon receipt of cost estimate from xoserve

No charges applicable for inclusion in ACS. Some costs may be associated with the release of data however these would be born outside the UNC arrangements and data release does not form part of this Proposal.

3 Extent to which implementation of the proposed modification would better facilitate the relevant objectives

Standard Special Condition A11.1 (a): *the coordinated, efficient and economic operation of the pipe-line system to which this licence relates;*

Seen in conjunction with the AMR database being developed by ESTA implementation of this proposal would aid the rollout of AMR across the I&C market. The availability of increased numbers and accuracy of AMR reads provided by shippers to GTs would improve their ability to allocate gas effectively.

Standard Special Condition A11.1 (b): *so far as is consistent with sub-paragraph (a), the (i) the combined pipe-line system, and/ or (ii) the pipe-line system of one or more other relevant gas transporters;*

Seen in conjunction with the AMR database being developed by ESTA, improvements in the accuracy of reads provided by AMR devices would provide more accurate data to the Distribution Networks about demand on their system.

Forecasts of network usage should be more accurate which would allow them to more accurately predict their future and current requirements from the NTS.

Standard Special Condition A11.1 (c): *so far as is consistent with sub-paragraphs (a) and (b), the efficient discharge of the licensee's obligations under this licence;*

Implementation would not be expected to better facilitate this relevant objective.

Standard Special Condition A11.1 (d): *so far as is consistent with sub-paragraphs (a) to (c) the 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;*

Seen in conjunction with the AMR database being developed by ESTA, this change will ensure at change of supply all potential Shippers and suppliers will know what AMR devices are onsite and the available arrangements for accessing reads.

This will facilitate Shippers and Suppliers seeking to compete for the customers, and so facilitate effective competition between suppliers and between shippers.

This change should therefore facilitate an increase the numbers and accuracy of

AMR reads provided by shippers to the GTs. This will improve the accuracy of the invoices for all NDM supply points. The RbD process would be improved through the use of more accurate profiles in invoicing.

By amending terms to allow the change of supply process to work with an increased use of AMR this proposal will assist the provision of a greater number of accurate reads by shippers.

The Modification would therefore aid the correct apportionment of transportation and energy charges thereby facilitate competition between relevant suppliers and relevant shippers.

In addition to facilitating achieving the Relevant Objectives in conjunction with the establishment of an AMR database, implementation of this Proposal on its own would avoid the Transporters needing to obtain specific permission to release data items on request and so would be expected to facilitate efficient implementation and administration of the UNC.

Standard Special Condition A11.1 (e): *so far as is consistent with sub-paragraphs*

(a) to (d), the provision of reasonable economic incentives for relevant suppliers to secure that the domestic customer supply security standards (within the meaning of paragraph 4 of standard condition 32A (Security of Supply – Domestic Customers) of the standard conditions of Gas Suppliers' licences) are satisfied as respects the availability of gas to their domestic customers;

Implementation would not be expected to better facilitate this relevant objective.

Standard Special Condition A11.1 (f): *so far as is consistent with sub-paragraphs (a) to (e), the promotion of efficiency in the implementation and administration of the network code and/or the uniform network code.*

Implementation would not be expected to better facilitate this relevant objective.

4 The implications of implementing the Modification Proposal on security of supply, operation of the Total System and industry fragmentation

No implications on security of supply, operation of the Total System or industry fragmentation have been identified.

5 The implications for Transporters and each Transporter of implementing the Modification Proposal, including:

a) implications for operation of the System:

No implications for operation of the system have been identified.

b) development and capital cost and operating cost implications:

No development or capital costs would be incurred. Some costs may be associated with the release of data however these would be born outside Code arrangements.

c) extent to which it is appropriate to recover the costs, and proposal for the most appropriate way to recover the costs:

No additional cost recovery is proposed.

d) Analysis of the consequences (if any) this proposal would have on price regulation:

No such consequence is anticipated.

6 The consequence of implementing the Modification Proposal on the level of contractual risk of each Transporter under the Code as modified by the Modification Proposal

No such consequence is anticipated.

7 The high level indication of the areas of the UK Link System likely to be affected, together with the development implications and other implications for the UK Link Systems and related computer systems of each Transporter and Users

No changes to systems would be required as a result of implementation of this Proposal.

8 The implications of implementing the Modification Proposal for Users, including administrative and operational costs and level of contractual risk

Administrative and operational implications (including impact upon manual processes and procedures)

Access to a central source of information will enhance the efficiency of Suppliers processes in particular around the Change of Supplier process.

Development and capital cost and operating cost implications

No such costs have been identified.

Consequence for the level of contractual risk of Users

No such consequence has been identified.

9 The implications of implementing the Modification Proposal for Terminal Operators, Consumers, Connected System Operators, Suppliers, producers and, any Non Code Party

This proposal would help to ensure that AMR providers would have the opportunity to offer meter reads from any site where appropriate equipment is installed.

10 Consequences on the legislative and regulatory obligations and contractual relationships of each Transporter and each User and Non Code Party of implementing the Modification Proposal

No such consequences have been identified.

11 Analysis of any advantages or disadvantages of implementation of the Modification Proposal

Advantages

Implementation of this proposal will help to ensure effective supply competition is maintained when AMR is widespread in the I&C market. Assuming the data will be available to all interested parties this proposal will ensure MAMs can access an accurate record of what AMR devices are at a meterpoint.

Disadvantages

None identified

12 Summary of representations received (to the extent that the import of those representations are not reflected elsewhere in the Workstream Report)

No written representations have been received.

13 The extent to which the implementation is required to enable each Transporter to facilitate compliance with safety or other legislation

No such requirement has been identified.

14 The extent to which the implementation is required having regard to any proposed change in the methodology established under paragraph 5 of Condition A4 or the statement furnished by each Transporter under paragraph 1 of Condition 4 of the Transporter's Licence

No such requirement has been identified. However from a Safety perspective the ability to access a centralised resource that identifies AMR relationships at MPRN level would help in the event that an AMR device was found to be unsafe. The resource could also be used by MAMs to check MPU compliance.

15 Programme for works required as a consequence of implementing the Modification Proposal

No programme for works has been identified.

16 Proposed implementation timetable (including timetable for any necessary information systems changes)

Implementation could be immediate on receipt of a decision.

17 Implications of implementing this Modification Proposal upon existing Code Standards of Service

No implications of implementing this Modification Proposal upon existing Code Standards of Service have been identified.

18 Workstream recommendation regarding implementation of this Modification Proposal

The Distribution/Transmission Workstream considers that the Proposal is sufficiently developed and should now proceed to the Consultation Phase. [The Workstream also recommends that the Panel requests the preparation of legal text for this Modification Proposal.]

