

# **STCP Amendment Proposal Form**

**PA016**

## **1. Title of Amendment Proposal**

STCP 19-2 – Incorporation of Outstanding Change Requests

## **2. Description of the Proposed Amendment (mandatory field)**

Incorporation of the following Change Requests that were outstanding at BETTA Go-Live:

C229.

This Change Request is attached at Attachment 1 to this STCP Amendment Proposal Form.

Minor changes to the Headers and Footers within the document are also proposed. These changes serve to ensure that the name of the STCP and its Issue Number and date are clearly visible on all pages.

The following text has also been inserted before each of the Flow Diagrams within the STCPs clarifying that the text of the STCP has precedence in the event there is any disparity between the text and the flow diagrams:

“Note that the Process Diagrams shown in this Appendix [B] are for information only. In the event of any contradiction between the process represented in this Appendix and the process described elsewhere in this STCP, then the text elsewhere in this STCP shall prevail.”

This statement was included in some but not all STCPs during drafting and its inclusion here allows a consistent approach to be taken across all STCPs.

All of the above changes are reflected within the change-marked STCP attached as Attachment 2 to this STCP Amendment Proposal Form.

## **3. Description of Issue or Defect that Proposed Amendment seeks to Address (mandatory field)**

Prior to Go-Live a number of changes to “signed off” STCPs were identified by the User Groups. The incorporation of these Change Requests before Go-Live was not however deemed by the same User Groups as critical for Go-Live and it was agreed between the Parties that such Change Requests should be considered and where appropriate incorporated within the STCP following Go-Live. This STCP Amendment Proposal therefore summarises the outstanding Change Requests for this STCP and outlines draft legal text that would give effect to those outstanding Change Requests.

## **4. Impact on the STC (information should be given where possible)**

Effects on STCP 19-2 Construction Process & Scheme Closure Issue 001 are as detailed in the Change Marked version attached at Attachment 2 to this STCP Amendment Proposal.

## **5. Impact on other frameworks e.g. CUSC, BSC (information should be given where possible)**

NONE

## **6. Impact on Core Industry Documentation (information should be given where possible)**

NONE

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| <p><b>7. <u>Impact on Computer Systems and Processes used by STC Parties</u> (information should be given where possible)</b></p> <p>NONE</p>  |
| <p><b>8. <u>Details of any Related Modifications to Other Industry Codes</u> (where known)</b></p> <p>NONE</p>   |
| <p><b>9. <u>Justification for Proposed Amendment with Reference to Applicable STC Objectives</u> (mandatory field)</b></p> <p>Although these changes were not deemed as critical for Go-Live it is the view of the proposer that should these Change Requests now be incorporated within STCP 19-2 this would better facilitate the following Applicable STC Objectives:</p> <ul style="list-style-type: none"> <li>the development, maintenance and operation of an efficient, economical and co-ordinated system of electricity transmission</li> <li>protection of the security and quality of supply and safe operation of the GB Transmission System insofar as it relates to the interactions between transmission licensees</li> <li>promotion of good industry practice and efficiency in the implementation and administration of the arrangements described in the STC.</li> </ul> |

|  |  |
|--|--|
| <p><b>Details of Proposer</b><br/>Organisation's Name</p>  | National Grid Company plc  |
| <p>Capacity in which the Amendment is being proposed<br/>(i.e. STC Party or other Party as designated by the Authority pursuant to STC section B7.2.2.1 (b))</p>   | STC Party  |
| <p><b>Details of Proposer's Representative</b><br/>Name<br/>Organisation<br/>Telephone Number<br/>Email Address</p>  | <p>Mark Duffield<br/>National Grid Company plc<br/>01926 654971<br/><a href="mailto:mark.duffield@ngtuk.com">mark.duffield@ngtuk.com</a></p> |
| <p><b>Details of Representative's Alternate</b><br/>Name<br/>Organisation<br/>Telephone Number<br/>Email Address</p>   | <p>Ben Graff<br/>National Grid Company plc<br/>01926 656368<br/><a href="mailto:Ben.Graff@ngtuk.com">Ben.Graff@ngtuk.com</a></p>             |
| <p><b>Attachments (Yes/No): Yes</b><br/>If yes, title and number of pages of each attachment:<br/>Attachment 1 (xx Pages): Original Change Requests<br/>Attachment 2 (xx Pages): Revised legal text for STCP 19-2: Construction Process &amp; Scheme Closure</p> |  |

**Notes:**

- Those wishing to propose an Amendment to the STC should do so by filling in this "Amendment Proposal Form" that is based on the provisions contained in Section 7.2 of the STC.
- The Committee Secretary will check that the form has been completed, in accordance with the requirements of the STC, prior to submitting it to the Committee. If the Committee Secretary accepts the Amendment Proposal form as complete, then she/he will write back to the Proposer informing them of the reference number for the Amendment Proposal and the date on which the Committee will consider the Proposal. If, in the opinion of the Committee Secretary, the form fails to provide the information required in the STC, then he/she may reject the Proposal. The Committee

Secretary will inform the Proposer of the rejection and report the matter to the Committee at their next meeting. The Committee can reverse the Committee Secretary's decision and if this happens the Committee Secretary will inform the Proposer.

The completed form should be returned to:

Lilian Macleod  
STC Committee Secretary  
Commercial Frameworks  
National Grid Company plc  
NGT House  
Warwick Technology Park  
Gallows Hill  
Warwick, CV34 6DA

Or via e-mail to: [STCTeam@uk.ngrid.com](mailto:STCTeam@uk.ngrid.com)

## Attachment 1: Incorporated Outstanding Change Requests

| ID   | Raised On  | Originating Body | Description   | Affected Category 2 Documents | Business Owner | CDA Owner       | Status   | DG1 | Last Updated | Comments  |
|------|------------|------------------|---|-------------------------------|----------------|-----------------|----------|-----|--------------|---|
| C231 | 12/05/2005 | IPUG             | Changes required to reflect the agreed comments as described in the CDA Consistency Form dated 22nd April 2005 relating to STCP19-2, Issue 1. | STCP 19-2 Issue 001           | Andy Hiron     | Nadim Al-Hariri | Accepted | X   | 12-May-05    | 12 May 05: CR raised<br>12 May 05: IPUG accepted the CR |

**Change Request**

(Yellow Shaded Boxes For CDA Use Only)

|   |   |   |  |
|---|---|---|--|
| <b>CDA CR ID</b>  | C231  | <b>Status<sup>1</sup></b>                         | Accepted   |
| <b>Company CR ID</b>  |   | <b>Associated CR's</b>                            |  |
| <b>Description of Change</b>  |   |   |  |
| Changes required to reflect the agreed comments as described in the CDA Consistency Form dated 22nd April 2005 relating to STCP19-2, Issue 1. |   |   |  |
| <b>Reasons for Change</b>   |   |   |  |
| To reflect the comments agreed by IPUG that were raised within the CDA Consistency checks. The form is attached.                              |   |   |  |
| <b>Affected Category 2 Document(s)<sup>2</sup></b>  |   | <b>DG's Informed</b>                              |  |
| STCP19-2 Construction and Scheme Closure, Issue 1   |   | IPUG  |  |
| <b>Originating Body<sup>3</sup></b>   | OPUG  | <b>HLIA ID</b>                                    |  |
| <b>Raised On</b>  | 12 <sup>th</sup> May 2005                         | <b>DLIA ID</b>                                    |  |
| <b>Business Owner</b>   | John Zammit-Haber                                 | <b>Time Impact<sup>4</sup></b>                    |  |
| <b>CDA Owner</b>  | Nadim Al-Hariri                                   | <b>Effort Impact<sup>5</sup></b>                  |  |
| <b>&lt;Group&gt; Agreed Action – &lt;Date&gt;</b>   |   |   |  |
|   |   |   |  |
| <b>Change Request Source Document</b>   |   |   |  |
| STCP19-2<br>Consistency Form.doc  |   |   |  |
| <b>Document Version Included In</b>   | STCP19-2 Construction and Scheme Closure, Issue 2 |   |  |
| <b>To Be Included In</b>  | <input type="checkbox"/> Testing                  | <input checked="" type="checkbox"/> STCP Drafting | <input checked="" type="checkbox"/> Post "Go-Live" |

<sup>1</sup> One of *Raised*, *HLIA Submitted*, *DLIA*, *DLIA Submitted*, *Accepted*, *Rejected* or *Pending*.

<sup>2</sup> Identifies the directly affected Category 2 documents. A full list of affected Category 1 & 2 documents will be identified by the HLIA.

<sup>3</sup> One of DG1, DG2, DG3, DG4, Ofgem/DTI or Companies.

<sup>4</sup> One of **Red** (impact on critical path), **Amber** (impact on plan but not critical path) or **Green** (no impact on plan)

<sup>5</sup> One of **High** (>5 Working Days), **Amber** (>1 and <5 Working Days) or **Green** (<1 Working Day)

## Category 2 Document Consistency Form

|   |  |              |                |   |                   |                |  |
|---|--|--------------|----------------|---|-------------------|----------------|--|
| <b>Consistency Form Status</b>  |  | Issued       |                | <b>Consistency Form Version</b>         |                   | I1.0           |  |
| <b>Document Name</b>  | STCP19-2 Construction and Scheme Closure |              |                |   | <b>Version</b>    | <b>Issue 1</b> |  |
|   |  |              |                |   | <b>Review Ref</b> | 1              |  |
| <b>Reviewer</b>   | Tony Mason                               |              |                |   | <b>Date</b>       | 22/04/05       |  |
| <b>Checked by</b>   | Nadim Al-Hariri                          |              |                |   | <b>Date</b>       | 22/04/05       |  |
| <b>Category 2 Documents – Detailed Level Processes and STCPs</b>                                    |  |              |                |   |                   |                |  |
| <i>C: Indicates documents have been checked for consistency and <b>no action required</b>.</i>      |  |              |                |   |                   |                |  |
| <i>A: Indicates documents have been checked for consistency and <b>action may be required</b>.</i>  |  |              |                |   |                   |                |  |
| <i>N: Indicates documents are related but <b>are unavailable</b> to be checked for consistency.</i> |  |              |                |   |                   |                |  |
| <b>DG</b>   | <b>Id</b>                                | <b>Issue</b> | <b>STCP/DL</b> | <b>Name</b>                             | <b>Action</b>     |                |  |
| 1   | 19-2                                     | Issue 1      | STCP           | Internal Consistency                    | <b>A</b>          |                |  |
| 0   | -  | Designated   | -              | SO-TO Code                              | <b>C</b>          |                |  |
| 1   | 1-1                                      | Issue 2      | STCP           | Operational Switching                   | <b>C</b>          |                |  |
| 1   | 11-1                                     | Issue 2      | STCP           | Outage Planning                         | <b>C</b>          |                |  |
| 1   | 11-2                                     | Issue 2      | STCP           | Outage Data Exchange                    | <b>C</b>          |                |  |
| 1   | 19-3                                     |              | DL             | Operational Notification and Compliance | <b>C</b>          |                |  |
| 1   | 19-4                                     | Issue 1      | STCP           | Commissioning / Decommissioning         | <b>C</b>          |                |  |
| 4   | 16-1                                     |              | DL             | Investment Planning                     | <b>C</b>          |                |  |
| 0   | -  | 09/03/04     | -              | STC Procedure Drafting Guidelines       | <b>C</b>          |                |  |

**Key:****Cat** (Category of comment)

I Inconsistency comment

C Other type of comment

Q Question

**Type** (Type of comment)

O Inconsistent with Other doc.

D Inconsistent within review doc.

F Clarification/Format/ Grammatical

**Sevty** (Impact Severity)

H(igh) e.g. Process will not work

M(edium) e.g. Work-a-round required

L(ow) e.g. Cosmetic

**Eff** (Effort to correct)

H(igh) More than 4 hours

M(edium) More than 10 minutes but less than 4 hours

L Up to 10 minutes

**Consistency Form Status**

Author Review -

Sent to Author for review

Owning DG Review -

Sent to owning DG for agreed actions

Other DG Review -

Sent to other DG's affected for agreeing actions

Issued -

Issued

| Category 2 Document |       | Internal Consistency  | Version |      | N/A   |        |  |
|---------------------|-------|---|---------|------|-------|--------|--|
| Id                  | Sect  | Comment   | Cat     | Type | Sevty | Effort | Proposed/Agreed Action   |
| 1                   | Typos | <p>1.2.1 – “One-off Works” is defined in STC as “One Off Works”</p> <p>2.1.1 – “Paragraph 4.2.1” should read “Paragraph 5.2.1”</p> <p>2.1.9 – remove one of the “relating to” entries</p> <p>3.1.1 – replace “SO/TO Code” with “STC” to be consistent with the rest of the document and other Code Procedures</p> <p>4.1.1 – “Construction Process” should be in lower case</p> <p>5.1.1 – “Construction Process” should read “Construction Project”</p> <p>4.2.2 and 4.2.3 – replace “commenced following” with “followed resulting from”</p> <p>5.1.2 – remove “as described in Section 5”.</p> <p>5.7.1 – “TO Final Sums Reporting” is not a defined term. Suggest “TO Final Sums reporting”.</p> <p>6.1.1 – remove “as described in section 6”</p> <p>6.7.2 (2 places) – capitalise “document” in “Stage-by-Stage Document”</p> <p>7.3.3 – insert “the” between “of” and “query”</p> <p>7.4.4 – “Final Sum” should be “TO Final Sums”</p> <p>7.5.1 – “User’s Equipment” should be “User Equipment” as “User Equipment” is the STC defined term.</p> <p>7.5.3 – “the” should be “then” after “consent”</p> <p>7.5.6 – “reasonable” should be “reasonably” and insert “the” after “sending” and before “SBN”</p> <p>7.5.10 – “Third Parties” should read “Third Party Works”. “Third Parties” by itself is not a defined term.</p> <p>Swim Lane (page 24) External process box – Should read “STCP14-3”</p> <p>Swim Lane (page 24) link from External process box – remove “GAV Acceptance”</p> | C       | F    | L     | L      | <p>Proposed Action:<br/>Amend as stated</p> <p>Agreed Action:<br/>All Agreed</p> |

| Category 2 Document |                 | Internal Consistency   | Version |      | N/A   |        |   |
|---------------------|-----------------|--|---------|------|-------|--------|---|
| Id                  | Sect            | Comment  | Cat     | Type | Sevty | Effort | Proposed/Agreed Action  |
| 2                   | 5.1.1           | <p>The Joint Project Parties are those Parties that are involved in a Construction Project. As NGC will be the only Party with knowledge of the execution of a TOCA to both TOs only NGC could arrange an Initial Project Meeting involving Joint Project Parties, i.e. the TO could not arrange the Initial Project Meeting involving Joint Project Parties because they may not know the Joint Project Parties at this stage.</p> <p>Additionally, "Acceptance" is not a defined term.</p> | C       | F    | M     | L      | <p>Proposed Action:</p> <p>Suggest NGC arrange the Initial Project Meeting (in which case comment 3 suggested wording would need to change) or NGC inform the TO to arrange the meeting once NGC is aware of the Joint Project parties.</p> <p><b>Agreed Action:</b></p> <p>Change Construction Project to TO Construction Project and put into definitions. Change Joint Project Parties to NGC and other affected TO.</p> |
| 3                   | 5.1.1           | <p>Suggest using similar wording to the STC. Replace the first part of the sentence with "As soon as possible following receipt of an executed copy of the relevant TO Construction Agreement ("TOCA"), the relevant TO...".</p>   | C       | F    | L     | L      | <p>Proposed Action:</p> <p>Amend as suggested. Note that the suggested text may be influenced by the response to Comment 2.</p> <p><b>Agreed Action:</b></p> <p>As proposed</p>   |
| 4                   | 5.1.1 and 5.1.2 | <p>To be consistent with sections 6.1.1 and 6.1.2 and to be logically in order swap the order of these two sections.</p>   | C       | F    | L     | L      | <p>Proposed Action:</p> <p>Amend as stated</p> <p><b>Agreed Action:</b></p> <p>Agreed</p>   |
| 5                   | 5.6 (swim lane) | <p>There is no swim lane that covers the reporting process.</p>  | I       | D    | L     | M      | <p>Proposed Action:</p> <p>Add a page to the swim lane that represents the reporting process.</p> <p><b>Agreed Action:</b></p> <p>Agree that Swim Lane is inserted.</p>   |

| Category 2 Document |                 | Internal Consistency  | Version |      | N/A      |        |  |
|---------------------|-----------------|---|---------|------|----------|--------|--|
| Id                  | Sect            | Comment   | Cat     | Type | Severity | Effort | Proposed/Agreed Action   |
| 6                   | 5.6.2 and 5.6.3 | <p>The start of these sections suggests reports can be sent at a period at the discretion of the TO(s) and NGC. The end of each section suggests that there are constraints. Reading this literally it suggests, for example, that a monthly report does not have to be sent monthly but when it is sent it must be sent not later than 5 Business Days before the end of the calendar month.</p> <p>5.6.2 states "not later than 5 BD before end of month" whilst 5.6.3 states "within 7 BD of the end of quarter". Is the difference intentional?</p> | I       | D    | M        | L      | <p>Proposed Action:</p> <p>Modify the last phrase in both 5.6.2 and 5.6.3 from the "but in any event...." to "and shall be no later than 5 [7] Business Days of the end of the calendar month [Calendar Quarter] (or other timetable as agreed between the TO(s) and NGC)."</p> <p>Agreed Action:</p> <p>As proposed</p> |
| 7                   | 6.1.1           | <p>The following statements are different in the Investment Planning Construction Project when compared to the Construction Project.</p> <p>"preparation of TO Infrastructure Construction Programmes" as opposed to "preparation and consideration of Detailed TO Construction Programmes"</p> <p>"preparation of Stage-by-Stage Documents" as opposed to "preparation and consideration of Stage-by-Stage documents".</p> <p>Is this intended?</p>  | Q       |      |          |        | <p>Agreed Action:</p> <p>Make consistent using "preparation and consideration"</p>   |
| 8                   | 6.1.2           | <p>The following statement is different in the Investment Planning Construction Project when compared to the Construction Project:</p> <p>"to develop a timetable..." as opposed to "to agree a timetable..."</p> <p>Is this intended?</p>  | Q       |      |          |        | <p>Agreed Action:</p> <p>Make consistent using "develop"</p>   |
| 9                   | 6               | <p>"Joint Project Parties" are not relevant to Infrastructure Construction Projects as they are defined only for a Construction Project. A Construction Project, by definition, is triggered by a User Application. This needs to be amended to refer to NGC providing comments and the TO responding to the comments. The term Completion Date is a completion date specified in the TOCA and therefore cannot be used as a defined term for Infrastructure Construction Projects.</p>   | I       | D    | M        | L      | <p>Proposed Action:</p> <p>Amend as stated.</p> <p>Agreed Action:</p> <p>See agreed action for comment 2. Construction Project should be TO Construction Project, Joint Project parties should NGC and any affected TO.</p>  |

| Category 2 Document |                     | Internal Consistency   | Version |      | N/A   |        |   |
|---------------------|---------------------|--|---------|------|-------|--------|---|
| Id                  | Sect                | Comment  | Cat     | Type | Sevty | Effort | Proposed/Agreed Action  |
| 10                  | 6.2.4               | The corresponding section in 5.2.2 provides for sub-sections sitting below it. Suggest the two sections are made consistent. Therefore, 6.2.4 becomes "NGC's consideration of the TO Infrastructure Construction Programme".<br><br>The current 6.2.4 becomes 6.2.4.1.<br>The current 6.2.5 becomes 6.2.4.2                              | I       | D    | L     | L      | Proposed Action:<br>Amend as stated.<br><br>Agreed Action:<br>As proposed                         |
| 11                  | 6.4.1.5             | The corresponding section in 5.4.2 provides for sub-sections sitting below it. Suggest the two sections are made consistent. Therefore, create a 6.4.2 which would read "NGC's consideration of the Stage-by-Stage Document and Outage requirements".<br><br>The current 6.4.1.5 becomes 6.4.2.1.<br>The current 6.4.1.6 becomes 6.4.2.2 | I       | D    | L     | L      | Proposed Action:<br>Amend as stated.<br><br>Agreed Action:<br>As proposed                         |
| 12                  | 7.4.3               | Are outstanding Consents notified following termination as a matter of course? If so, when are they notified? This section states that Consents are only notified upon request from NGC of further detail/clarification regarding the Termination Report.  | Q       |      |       |        | Agreed Action:<br>Add requirement to send update of outstanding Consents and Final Sums in 7.4.1. |
| 13                  | 7.5.2               | This is the second half of the sentence started in 7.5.1 and should not be a separate paragraph.   | C       | F    | L     | L      | Proposed Action:<br>Amend as stated<br><br>Agreed Action:<br>As Proposed                          |
| 14                  | 8                   | Disputes section can be removed and the outstanding issue on the front page can therefore be removed.  | C       | F    | L     | L      | Proposed Action:<br>Amend as stated<br><br>Agreed Action:<br>As proposed                          |
| 15                  | Swim Lane (page 24) | The SL suggests only NGC may arrange a Post Project Review which is inconsistent with 7.3.1 which states that either Party to a TOCA can make these arrangements   | I       | D    | L     | L      | Proposed Action:<br>Update Swim Lane<br><br>Agreed Action:<br>As proposed                         |
| 16                  | Swim Lane (page 26) | Re-label the process box "Calculate Termination Amounts" to "Calculate Termination Amounts and settle in accordance with STCP13-1". Remove all processes leading from this re-labelled process box.  | I       | D    | L     | L      | Proposed Action:<br>Update Swim Lane<br><br>Agreed Action:<br>As proposed                         |
| 17                  | Swim Lane           | Section 7.6.3 processing is not represented in the Swim Lane   | I       | D    | L     | L      | Proposed Action:<br>Update Swim Lane<br><br>Agreed Action:<br>Develop swim Lane                   |

| Category 2 Document |                                    | Internal Consistency   | Version |      | N/A   |        |   |
|---------------------|------------------------------------|--|---------|------|-------|--------|---|
| Id                  | Sect                               | Comment  | Cat     | Type | Sevty | Effort | Proposed/Agreed Action  |
| 18                  | Appendix D and 5.7.1               | Appendix D is not referred to in the text. Suggest including a statement in 5.7.1 such as:<br><br>"The TO shall provide TO Final Sums Reporting, in the format set out in Appendix D, in accordance with the terms of the TO Construction Agreement" | C       | F    | L     | L      | Proposed Action:<br>Amend as stated<br><br>Agreed Action:<br>Amend as proposed                            |
| 19                  | 4.2.1 and Appendix G - definitions | "Transmission Infrastructure Assets" is not a defined term in the STC. It requires a definition in this document.  | C       | F    | M     | M      | Proposed Action:<br>Define Transmission Infrastructure Assets<br><br>Agreed Action:<br>Define as proposed |
| 20                  | Appendix G - Definitions           | The attached document provides an updated set of definitions reflecting their usage within STCP19-2<br><br><br>STCP19-2 Definitions                                 | C       | F    | L     | L      | Proposed Action:<br>Add to Definition section.<br><br>Agreed Action:<br>Update as proposed                |

**Attachment 2: Revised Legal Text for STCP 19-2 Construction Process & Scheme Closure**

# ~~STCP19-2 Version 01~~ **STCP 19-2 Issue 002 Construction Process & Scheme Closure**

## STC Procedure Document Authorisation

| <b>Company</b> | <b>Name of Representative</b> | <b>Signed off (date)</b> |
|----------------|-------------------------------|--------------------------|
| NGT            |                               |                          |
| SP             |                               |                          |
| SSE            |                               |                          |

| <b><u>Company</u></b>                           | <b><u>Name of Party Representative</u></b> | <b><u>Signature</u></b> | <b><u>Date</u></b> |
|---|--|-------------------------|--------------------|
| <u>National Grid Company plc</u>                |  |                         |                    |
| <u>SP Transmission Ltd</u>                      |  |                         |                    |
| <u>Scottish Hydro-Electric Transmission Ltd</u> |  |                         |                    |

## STC Procedure Change Control History

|                    |                                       |  |
|--------------------|---------------------------------------|--|
| <del>Issue 1</del> | <del>16<sup>th</sup> March 2005</del> |  |
|--------------------|---------------------------------------|--|

**~~Outstanding Issues to be resolved pre company sign-off~~**

**~~Outstanding Issues to be resolved post company sign-off~~**

~~Dispute resolution process — further details if needed.~~  
~~Charging process for Consents~~

|                |                   |                                      |
|----------------|-------------------|--------------------------------------|
| <u>Issue 1</u> | <u>16/03/2005</u> | <u>BETTA Go-Live version</u>         |
| <u>Issue 2</u> | <u>26/05/2005</u> | <u>Issue 002 incorporating PA016</u> |

# 1 Introduction

## 1.1 Scope

1.1.1 This document applies to the construction process and the following aspects of the Scheme closure process in the authorised areas of SPT and SHETL:

- the closure of a Scheme when a Connection is commissioned or construction is completed;
- the termination of a TO Construction Agreement; and/or
- the termination of a Bilateral Agreement.

1.1.2 For the purposes of this document, the TOs are:

- SPT; and
- SHETL.

## 1.2 Objective

1.2.1 The objective of this document is to provide detailed processes for:

- construction, modification or replacement of Connection assets;
- construction, modification or replacement of infrastructure assets related to a new or modified Connection;
- construction, modification or replacement of infrastructure assets not related to a new or modified Connection;
- ~~One-off~~One Off Works;
- closure of Schemes when a Connection is commissioned or construction of Connection assets is completed;
- the termination of a TO Construction Agreement;
- the termination of a Bilateral Agreement; and,
- the process to be followed when arranging for the Disconnection and removal of the relevant TO Connection assets following the termination of a Bilateral Agreement and/or TO Construction Agreement.

1.2.2 This document details certain interactions between NGC and each TO in the construction of new or modified Transmission assets or the replacement of Transmission assets. The document also sets out some of the actions to be taken upon the termination of a Bilateral Agreement and/or TO Construction Agreement.

# 2 Key Definitions and Interpretation

## 2.1 For the purposes of STCP 19-2:

2.1.1 **Detailed TO Construction Programme** is as defined in Paragraph [4.2-15.2.1.3](#).

2.1.2 **Disconnection Notice Programme** is the programme to manage the Disconnection notice process and will be included with the TO Termination Notices. The Disconnection Notice Programme shall list the key milestones that shall be completed as the Disconnection is progressed. The dates of these milestones shall be agreed by all Parties.

2.1.3 **Disconnection Steering Group** means a team made up of named representatives from NGC and the Affected Parties, formed to oversee the Disconnection. The members of the Disconnection Steering Group shall be identified on the Scheme Briefing Notes. The remit of this group is to agree the dates within the Disconnection Notice Programme, monitor progress and agree any changes.

2.1.4 **Final Project Report** is a report produced by a TO on completion of a Scheme and includes the information specified in section 7.3.2 of this STCP.

2.1.5 **Infrastructure Construction Project** is that ~~Construction Project~~construction project entered into as a result of Works undertaken pursuant to STCP 16-1: Investment Planning.

2.1.6 **Initial Project Meeting** is the meeting called by the relevant TO as soon as reasonably practicable following the signing of a TO Construction Agreement by all of the Parties or as detailed in the relevant Project Listing Document. NGC and each TO shall be entitled to attend such meeting and any other attendees as agreed between the relevant Parties.

2.1.7 **Post Project Review** means a review of a Scheme undertaken by the Joint Project Parties upon the completion of a Scheme.

~~2.1.92.1.8~~ **Reporting Date(s)** are those dates (if any) set out in the Detailed TO Construction Programme for the production of reports required throughout the Detailed TO Construction Programme.

2.1.9 **Scheme** means the TO Construction Works relating to~~relating to~~ a specific TO Construction Agreement.

2.1.10 **Site Access Date(s)** are those dates that may be contained within the Detailed TO Construction Programme by which a TO requires access to a Connection Site in order to complete Transmission Connection Asset Works or Transmission Reinforcement Works in accordance with the Detailed TO Construction Programme.

2.1.11 **Stage-by-Stage Document** is that document produced in accordance with Section 5.4 or Section 6.4, as the case may be, of this STCP.

2.1.12 **Stage Date(s)** are those dates that may be contained within the Detailed TO Construction Programme by which each individual stage of a Detailed TO Construction Programme shall be completed, or the date upon which a scheduled payment detailed within the Detailed TO Construction Programme becomes due.

2.1.13 **Termination Notice** a notice sent by, in the case of NGC, to each relevant TO upon the termination of a Bilateral Agreement or, in the case of a TO, to NGC upon the termination of a TO Construction Agreement.

2.1.14 **Termination Report** is a report produced by the relevant TO, giving details pertinent to closure upon termination of a Bilateral Agreement or a TO Construction Agreement.

2.1.15 TO Construction Project is a construction project undertaken by a TO pursuant to a TO Construction Agreement.

~~2.1.152.1.16~~ **TO Infrastructure Construction Programme** is as defined in Section 6.2.

2.1.17 Transmission Infrastructure Assets are those TO assets not classed as Transmission Connection Assets.

~~2.1.162.1.18~~ **Transmission Infrastructure Works** are those Works undertaken pursuant to STCP16-1: Investment Planning. -

## **3 General Provisions**

### **3.1 Nuclear Site Licence Provisions Agreement**

3.1.1 When following this process where this may interact with, impact upon or fall within the boundary of a Nuclear Site Licence holder's site, or may otherwise have any form of affect and/or implication for a nuclear power station consideration must be given to the relevant provisions of the applicable Nuclear Site Licence Provisions Agreement, the CUSC Bilateral Connection Agreement for that site, paragraph 6.9.4 of the CUSC and Section G3 of the ~~SO/TO Code~~STC to ensure compliance with all of these obligations.

## 4 Construction Process

### 4.1 Introduction

4.1.1 The ~~Construction Process~~construction process may be triggered either through a legally binding Acceptance of a TO Construction Agreement (“TOCA”) or Indemnity Agreement by NGC, or through detailed option development within Investment Planning STCP 16-1.

### 4.2 Commencement

4.2.1 The following activities shall commence with the triggers set out in the following table:

| Trigger   | Activity   |
|---|--|
|   | <del>Construction of new Transmission Connection Assets, associated infrastructure and One-Off Works in accordance with the TOCA.</del>                |
| <u>(A) Legally binding Acceptance of TO Construction Agreement (“TOCA”) by NGC.</u> | <u>Construction of new Transmission Connection Assets, associated infrastructure and One Off Works in accordance with the TOCA.</u>                    |
|   | Construction works to modify or replace Transmission Connection Assets in accordance with the TOCA.  |
|   | Construction, modification or replacement of Transmission Infrastructure Assets triggered by a new or modified Connection in accordance with the TOCA. |
| (B) Detailed option development within Investment Planning STCP 16-1                | Construction, modification or replacement of Transmission Infrastructure Assets not triggered by a new or modified Connection                          |

4.2.2 The process ~~to be commenced following~~followed resulting from Trigger A is set out in Section 5 of this STCP.

4.2.3 The process ~~to be commenced following~~followed resulting from Trigger B is set out in Section 6 of this STCP.

## 5 Construction Projects

~~5.1.1 As soon as reasonably practicable following a legally binding Acceptance of a TO Construction Agreement (“TOCA”) by NGC, the relevant TO will arrange the Initial Project Meeting. The Initial Project Meeting shall be attended by the Joint Project Parties and by any other parties as agreed between the Joint Project Parties. The objective of the Initial Project Meeting shall be:~~

- ~~□ to perform a high-level review of the Construction Project;~~
- ~~□ to agree a timetable for the production of a Detailed TO Construction Programme;~~
- ~~□ to discuss indicative Outage requirements; and~~
  - ~~for each Party to confirm their principle contact for the Construction Process.~~

~~5.1.25.1.1~~ The Construction Project includes the following stages, ~~as described in Section 5:~~

- commencement;
- preparation and consideration of Detailed TO Construction Programmes;
- applying for planning Consents;
- preparation and consideration of Stage-by-Stage documents;
- provision of drawings;
- progress reporting and information exchange;
- TO Final Sums reporting; and
- completion.

5.1.2 As soon as possible following receipt of an executed copy of the relevant TO Construction Agreement (“TOCA”), the relevant TO will arrange the Initial Project Meeting. The Initial Project Meeting shall be attended by NGC and the other affected TO and by any other parties as agreed between the relevant TO, NGC and the other affected TO. The objective of the Initial Project Meeting shall be:

- to perform a high-level review of the TO Construction Project;
- to agree a timetable for the production of a Detailed TO Construction Programme;
- to discuss indicative Outage requirements; and
- for each Party to confirm their principle contact for the TO Construction Project.

## 5.2 TO Construction Programme

### 5.2.1 Preparation of a Detailed TO Construction Programme

5.2.1.1 The relevant TO shall prepare a Detailed TO Construction Programme in accordance with the timetable agreed at the Initial Project Meeting.

5.2.1.2 The Detailed TO Construction Programme shall be compliant with the TO Construction Agreement(s) and shall contain any other relevant information as notified by NGC to a TO in accordance with the STC.

5.2.1.3 The Detailed TO Construction Programme shall contain, where applicable:

- planning permission application dates;
- date for the provision of the Stage-by Stage Document by the relevant TO to NGC
- dates by when Consents are required;
- dates by when any leases or licenses are required;
- dates by when the TO needs certain information from the User;
- dates for provision of drawings to NGC;
- Site Access Date;
- Stage Dates;

- Commissioning Programme Commencement Dates;
- Completion Dates; and,
- Reporting Dates.

Such dates shall be consistent with the STC and TOCA where applicable.

5.2.1.4 The Detailed TO Construction Programme may be amended from time to time by the relevant TO after discussion with, and with the consent of, the Joint Project Parties. Upon any such amendment an updated Detailed TO Construction Programme shall be provided to NGC and NGC shall provide such to the Joint Project Parties.

## **5.2.2 NGC's consideration of the Detailed TO Construction Programme**

5.2.2.1 NGC may discuss the Detailed TO Construction Programme with any relevant User. The TOs shall provide all reasonable assistance to answer any queries raised by a User and shall accommodate a request for a meeting at the convenience of all relevant parties.

5.2.2.2 If any of the Joint Project Parties identify any reasons why the Detailed TO Construction Programme is, in its reasonable opinion, inappropriate, such Joint Project Party shall submit such views to the other Joint Project Parties in writing; providing clear reasons as to why the Detailed TO Construction Programme is not appropriate. The relevant TO shall either redraft the Detailed TO Construction Programme reflecting any views put forward and/or proceed with the works as laid out in the Detailed TO Construction Programme to ensure that the TO(s) meet the Completion Date set out in the TOCA(s).

## **5.3 Obtaining Consents**

5.3.1 Where requested by a TO, NGC shall provide all reasonable support for that TO's application for Consents.

5.3.2 NGC shall be entitled to its reasonable costs from the TO(s) in providing such support. In particular, NGC shall provide:

- justification of any generation or Demand backgrounds which underpin the need for a reinforcement;
- evidence on ongoing System operation costs; or,
- details of the Connection requirements (as the counterparty to the agreement with any User).

5.3.3 NGC shall inform the TO(s) when all relevant Consents have been obtained by the User(s). The TO shall inform NGC when they have obtained all Consents in respect of a TO Construction Agreement.

## **5.4 Stage-by-Stage Document**

### **5.4.1 TO preparation of a Stage-by-Stage Document**

5.4.1.1 The TO(s) shall provide NGC with the Stage-by-Stage Document in accordance with the Detailed TO Construction Programme.

5.4.1.2 The purpose of the Stage-by-Stage Document is to set out the TO(s) fundamental approach to the work. Text in reasonable detail shall be included in the Stage-by-Stage Document to describe the key activities to be undertaken at each stage. The Stage-by-Stage Document shall set out for each stage:

- assets which are live;
- assets which are dead; and
- assets which are being worked on.

5.4.1.3 Details of any contingency arrangements relating to the operation of the System concerning each stage of the Transmission Construction Works shall be determined by the TO(s) and shall be contained in the Stage-by-Stage Document.

5.4.1.4 The assets to be commissioned, or re-commissioned, after each stage of the Transmission Construction Works is complete shall be determined by the TO(s) and shall also be set out in the Stage-by-Stage Document.

### **5.4.2 NGC's consideration of the Stage-By-Stage Document and Outage requirements**

5.4.2.1 NGC shall review the Stage-by-Stage Document and agree the Outage requirements received from the TO(s) in accordance with STCP 11-1 Outage Planning.

5.4.2.2 Where appropriate, NGC shall be responsible for liaising with relevant Users regarding the Stage-by-Stage Document or the Outage requirements.

5.4.2.3 If any of the Joint Project Parties identify any reasons why the Stage-by-Stage Document is, in its reasonable opinion, inappropriate, such Joint Project Party shall submit such views to the other Joint Project Parties in writing; providing clear reasons as to why the Stage-by-Stage Document is not appropriate. The relevant TO shall either redraft the Stage-by-Stage Document reflecting any views put forward and/or proceed with the works as laid out in the Stage-by-Stage Document to ensure that the TO(s) meet the Completion Date set out in the TOCA(s).

## **5.5 Drawings to be provided**

5.5.1 The procedure to be followed for the exchange, development and signing off of technical and non-technical documents and drawings required throughout the construction process are detailed in STCP 19-4 Commissioning & Decommissioning.

## **5.6 Progress Reporting and information exchange**

5.6.1 The Joint Project Parties shall liaise throughout the Transmission Construction Works and each shall provide to the other any information the other reasonably requires in order to assist each other in the works. In the case of NGC, this shall include the provision of all information reasonably requested by the TO(s) (whether held by NGC or a User) to enable the TO(s) to complete the Transmission Construction Works. In the case of the TO(s), this shall include the provision of all information reasonably requested by NGC in order that NGC fulfils its obligations to the User.

5.6.2 The TO(s) shall provide to NGC reports on a monthly basis (or other timetable as agreed between the TO(s) and NGC) in respect of Consents progress and expenditure in the format laid out in Appendix B: Consents Reporting Pro-Forma: (or such other format as agreed between the relevant TO and NGC). The dates for submission of these reports shall be included in the Detailed TO Construction Programme submitted to NGC by the relevant TO, ~~but in any event not~~ and shall be no later than 5 Business Days before the end of that calendar month (or other time as agreed between the TO(s) and NGC).

5.6.3 The TO(s) shall provide on a quarterly basis (or other timetable as agreed between the TO(s) and NGC) reports in the format laid out in Appendix C: Quarterly Reporting Pro Forma (or other format as agreed between the relevant TO and NGC). The dates for submission of these reports shall be included in the Detailed TO Construction Programme, ~~but in any event within 7 days of~~ and shall be no later than [7] Business Days before the end of that Calendar Quarter (or other time as agreed between the TO(s) and NGC).

5.6.4 NGC and the TO(s) shall, unless otherwise agreed, each provide representation at site meetings to be held on dates set out in the Detailed TO Construction Programme.

5.6.5 When considering the scheduling of meetings, the provision of data and/or the timetable for providing reports, due regard must be given to any confidentiality restrictions laid out in the STC.

## **5.7 TO Final Sums Reporting**

5.7.1 The TO(s) shall provide TO Final Sums ~~Reporting~~ reporting in the format set out in Appendix D, in accordance with the terms of the TO Construction Agreement.

## **5.8 Complete construction works**

5.8.1 Each TO shall complete the works in accordance with the Detailed TO Construction Programme and the Stage-by-Stage Document.

5.8.2 Where it is recognised, at any stage during the works, by the Joint Project Parties, that the timetable for the completion of the works contained within the Stage-by-Stage Document may no longer be feasible, then the Detailed TO Construction Programme shall be reassessed by the Joint Project Parties and re-issued by the TO(s), along with an updated Stage-by-Stage document, if appropriate.

## **6 Investment Planning Construction Programme**

### **6.1 Introduction**

6.1.1 The Infrastructure Construction Project includes the following stages, ~~as described in section 6:~~

- Commencement
- preparation and consideration of TO Infrastructure Construction Programmes;
- applying for planning Consents;
- preparation and consideration of Stage-by-Stage Documents;
- provision of drawings;
- information exchange; and
- completion.

6.1.2 As soon as reasonably practicable following detailed option development within Investment Planning STCP16-1, the relevant TO will arrange the Initial Project Meeting. The objective of the Initial Project Meeting shall be:

- to perform a high-level review of the Infrastructure Construction Project;
- to develop a timetable for the production of a detailed TO Infrastructure Construction Programme; and
- to discuss indicative Outage requirements.

### **6.2 TO Infrastructure Construction Programme**

6.2.1 The relevant TO shall prepare a TO Infrastructure Construction Programme in accordance with the timetable agreed at the Initial Project Meeting and shall supply a copy of the TO Infrastructure Construction Programme to NGC.

6.2.2 The TO Infrastructure Construction Programme shall contain, where applicable:

- planning permission application dates;
- date for the provision of the Stage-by Stage Document
- dates by when Consents are required;
- dates by when any leases or licenses are required;
- dates for provision of drawings to NGC;
- Stage Dates;
- Commissioning Programme Commencement Dates; and,
- Completion Dates.

6.2.3 The TO Infrastructure Construction Programme may be amended from time to time by the relevant TO and the TO shall supply upon reasonable request by NGC a copy of such amended TO Infrastructure Construction Programme(s). NGC may make such request at the Initial Project Meeting.

#### **6.2.4 NGC's Consideration of the TO Infrastructure Construction Programme**

6.2.4.1 NGC may discuss the TO Infrastructure Construction Programme with any relevant User. The TOs shall provide all reasonable assistance to answer any queries raised by a User and shall accommodate a request for a meeting at the convenience of all relevant parties.

6.2.4.2 If NGC and/or any TO and/or any User impacted by the TO Infrastructure Construction Programme identify any reasons why the TO Infrastructure Construction Programme is, in its reasonable opinion, inappropriate, NGC and/or the TO impacted by the TO Infrastructure Construction Programme shall submit such views to the TO in writing, providing clear reasons as to why the TO Infrastructure Construction Programme is not appropriate. The TO shall either redraft the detailed TO Infrastructure Construction Programme reflecting any views put forward and/or proceed with the works as laid out in the detailed TO Infrastructure Construction Programme.

### **6.3 Obtaining Consents**

6.3.1 Where requested by a TO, NGC shall provide all reasonable support for that TO's application for Consents.

6.3.2 NGC shall be entitled to its reasonable costs from the TO(s) in providing such support. In particular, NGC shall provide:

- justification of any generation or Demand backgrounds which underpin the need for a reinforcement; or,
- evidence on ongoing System operation costs;

### **6.4 Stage-by-Stage Document**

#### **6.4.1 TO preparation of a Stage-by-Stage Document**

6.4.1.1 The TO(s) shall provide NGC with the Stage-by-Stage Document in accordance with the TO Infrastructure Construction Programme. The Stage-by-Stage Document shall set out the proposals in reasonable detail for each stage of the Transmission Infrastructure Works.

6.4.1.2 The purpose of the Stage-by-Stage Document is to set out the TO(s) fundamental approach to the work. Text in reasonable detail shall be included in the Stage-by-Stage Document to describe the key activities to be undertaken at each stage. The Stage-by-Stage Document shall set out for each stage:

- assets which are live;
- assets which are dead; and
- assets which are being worked on.

6.4.1.3 Details of any contingency arrangements relating to the operation of the System concerning each stage of the Transmission Infrastructure Works shall be determined by the TO(s) and shall be contained in the Stage-by-Stage Document.

6.4.1.4 The assets to be commissioned, or re-commissioned, after each stage of the Transmission Infrastructure Works is complete shall be determined by the TO(s) and shall also be set out in the Stage-by-Stage Document.

#### **6.4.2 NGC's consideration of the Stage-by-Stage Document and Outage requirements**

6.4.2.1 NGC shall review the Stage-by-Stage Document and agree the Outage requirements received from the TO(s) in accordance with STCP 11-1 Outage Planning.

6.4.2.2 If any of the Joint Project Parties identify any reasons why the Stage-by-Stage Document is, in its reasonable opinion, inappropriate, such Joint Project Party shall submit such views to the other Joint Project Parties in writing; providing clear reasons as to why the Stage-by-Stage Document is not appropriate. The relevant TO shall either redraft the Stage-by-Stage Document reflecting any views put forward and/or proceed with the works as laid out in the Stage-by-Stage Document to ensure that the TO(s) meet the Completion Date set out in the TO Infrastructure Construction Programme(s)

## **6.5 Drawings to be provided**

6.5.1 The procedure to be followed for the exchange, development and signing off of technical and non-technical documents and drawings required throughout the construction process are detailed in STCP 19-4 Commissioning & Decommissioning.

## **6.6 Information Exchange**

6.6.1 NGC and the TO(s) shall liaise throughout the Transmission Infrastructure Works and each shall provide to the other any necessary progress information the other reasonably requires in order to assist each other in the works.

## **6.7 Complete construction works**

6.7.1 Each TO shall complete the works in accordance with the detailed TO Infrastructure Construction Programme and the Stage-by-Stage Document.

6.7.2 Where it is recognised, at any stage during the works, by the TO(s) or NGC, that the timetable for the completion of the works contained within the Stage-by-Stage ~~document~~Document may no longer be feasible, then the detailed TO Infrastructure Construction Programme shall be reassessed by the TO(s) and NGC and ~~re-~~ re-issued by the TO(s), along with an updated Stage-by-Stage ~~document,~~Document, if appropriate.

# **7 Post TOCA Completion Date Activities**

## **7.1 Termination Amounts Reporting**

7.1.1 Following the Completion Date of a Construction Project, each TO shall provide NGC no less than 82 calendar days prior to 31<sup>st</sup> March and 30<sup>th</sup> September of each year with an estimate of all payments which may be required to be paid by NGC in respect of Termination Amounts for the six-month period commencing from 31<sup>st</sup> March and 30<sup>th</sup> September (such charges to be in accordance with the relevant TO Charging Statement). The return shall be in the format laid out in Appendix F: Termination Amounts Reporting. In addition, the TO(s) shall provide to NGC all information and explanations needed by NGC in order to answer any queries raised by a User on such estimates.

## **7.2 Closure**

7.2.1 Following the Completion Date of a Construction Project and/or termination of a Construction Agreement, Schemes need to be formally closed and the final construction costs identified and provided within timescales agreed between the relevant Parties, but in any event within 12 months.

7.2.2 On completion of a Scheme, the closure process in section 7.3 shall be followed in the case of firm price agreements, with the exception that TO charges do not need to be calculated.

7.2.3 Termination of a Construction Agreement before completion may give rise to TO Final Sums and termination of a Bilateral Agreement after commissioning may give rise to Termination Amounts. In both circumstances a closure process will need to be carried out and these are covered in this procedure.

## **7.3 Closure upon completion of Scheme**

7.3.1 Within 2 months of the Completion Date (in the TO Construction Programme), where either party to a TOCA considers it necessary, such parties shall arrange a Post Project Review to consider the proposed contents of the Final Project Report including any learning points.

7.3.2 Within 8 months of the Completion Date (or as otherwise agreed), the TO shall send NGC a Final Project Report which shall contain the following, where appropriate:

- a signed statement from the TO(s) to the effect that all costs have been accounted for and that no further scheduled or planned financial payments are due under the TO(s) Construction Agreement and as at the date thereof, no financial claim has been made in respect of any other matter pertaining to the Scheme;
- whether there are any outstanding works;
- finalised schedules of data, as identified in Appendix E: Scheme Outturn Charge Notification

- lessons learned impacting on the NGC/TO interface;
- variance analysis of finalised schedules of data against the latest schedules provided to NGC; and
- confirmation by the TO(s) of the addition of appropriate data for the Works to the Connection Site Specification and Services Capability Specification.

7.3.3 NGC shall check the contents of the Final Project Report. If required, NGC shall request further detail/clarification from a TO, specifying a reasonable response time and details of the query.

7.3.4 The relevant TO shall supply the further detail or clarification regarding the contents of the Final Project Report if requested by NGC.

7.3.5 Where a User has a query concerning the outturn charges based upon those figures provided in the Final Project Report, the process set out in the STCP 14-3 Customer Charging Queries, shall be followed.

7.3.6 When the closure process has been completed NGC shall notify the TO(s) and confirm NGC's acceptance of the Final Project Report.

7.3.7 In the event that NGC has over/underpaid given the figures in the Final Project Report, the relevant TO shall submit a reconciling invoice to NGC.

7.3.8 NGC shall check the reconciling invoice and settle any outstanding sums in accordance with STCP 13-1 Invoicing and Payment.

#### **7.4 Closure upon termination of a TO Construction Agreement**

7.4.1 Following the termination of a TO Construction Agreement the TO shall send NGC an update of outstanding contents and Final Sums and a Termination Report in accordance with the provisions of the TO Construction Agreement.

7.4.2 On receipt of the Termination Report, NGC shall check the data. NGC may request further detail or clarification from the TO(s) regarding the Termination Report if required.

7.4.3 Upon request by NGC the TO(s) shall supply further detail or clarification regarding the Termination Report if required and shall notify NGC of any updates to the previously notified TO Final Sums and/or outstanding Consents.

7.4.4 As soon as reasonably practicable, and in any case within 6 months of the termination of the TO(s) Construction Agreement, the TO(s) shall provide NGC with a statement of TO Final Sums together with evidence of such costs having been incurred and/or paid, and/or having been committed to be incurred including any interest thereupon. The TO(s) shall also provide a statement signed on behalf of the TO(s) to confirm that all costs have been accounted for and that no further scheduled or planned financial payments are due under the TO(s) Construction Agreement and as at the date thereof, no financial claim has been made in respect of any other matter pertaining to the Scheme.

#### **7.5 Closure upon termination of a Bilateral Agreement**

7.5.1 Within 2 Business Days of:

- NGC receiving notice from a User that the User intends to terminate, Disconnect or partially Disconnect the User's Equipment which is connected to a TO's Transmission System; or
- NGC giving notice of termination to the User

The NGC Lead Person shall issue a notice of termination in the form of a Scheme Briefing Note ("SBN") (see STCP18-1 Connection and Modification Application, Appendix B.1) to each Affected Party's Named Contact. The SBN shall include (where appropriate):

- a copy of the User's notice to terminate and/or Disconnect or a copy of NGC notice of termination;
- the date of termination;
- the draft Disconnection Notice Programme dates entered by NGC; and
- details of the Disconnection, identifying the Host TO, Affected TO(s) and Other Affected TO(s) as appropriate, the NGC Lead Person and a NGC Scheme number.

~~7.5.37.5.2~~ If the User gives NGC more than six months notice of termination, NGC shall only inform the Affected Parties of the User's wish to Disconnect with the User's consent. Should a User withhold its consent the n NGC shall notify the Affected Parties six months prior to the date at which the User wishes to Disconnect.

7.5.3 Within 2 Business Days of receipt of an SBN from NGC, each Affected Party shall acknowledge receipt of such SBN to the NGC Lead Person by email, and shall advise NGC of the identity of that Affected Party's Lead Person. The NGC Lead Person shall update the SBN with details of each Affected Party's Lead Person. All formal communication related to the termination shall be addressed to the appropriate Lead Person, who shall be the TO's representative on the Disconnection Steering Group.

7.5.4 The NGC Lead Person and each Affected Party's Lead Person shall agree a date to meet and discuss the Disconnection Notice Programme. NGC shall update the SBN to record this date. This meeting may be cancelled if the Parties agree that it is not required.

~~7.5.67.5.5~~ As soon as ~~reasonable~~reasonably possible, but in any event within 2 Business Days of sending the SBN to each Affected Party, the NGC Lead Person shall confirm the latest version of the Planning Assumptions to be used by the Affected Parties in assessing the termination. The Host TO shall determine which Connection assets may be redundant as a result of the User's notice to Disconnect or NGC's notice of termination to the User.

7.5.6 Following receipt of the confirmation of the Planning Assumptions to be used in assessing the termination from NGC, each Affected Party shall take into account the Planning Assumptions when considering any implications on the draft Disconnection Notice Programme.

7.5.7 The dates within the Disconnection Notice Programme shall be agreed by the NGC Lead Person and each Affected Party's Lead Person within 10 Business Days of receipt by the Affected Parties of the SBN. Any proposed amendments to the Disconnection Notice Programme shall be submitted to the NGC Lead Person at least one Business Day prior to any meeting of the Disconnection Steering Group.

7.5.8 In accordance with the agreed Disconnection Notice Programme and prior to the Termination Date, Affected TO(s) shall prepare and issue a Termination Report to the NGC Lead Person.

7.5.9 The Termination Report shall contain the following details where appropriate:

- the estimated cost of removal of equipment/Disconnection/storage, the estimated cost of making good the condition of the site, or estimate of any other cost associated with the termination, and shall provide as soon as practicable, evidence of such costs having been incurred;
- assets in respect of which a Termination Amount is payable, which are re-used at the same Connection Site or elsewhere in the GB Transmission System, including infrastructure assets;
- assets in respect of which a Termination Amount is payable which are disposed or made redundant as a result of the Disconnection;
- any outstanding works with a programme for their completion;
- consideration of the effect on other agreements (e.g. Interface Agreement, rental agreement, lease agreement, wayleave agreement);
- timescales for the Disconnection and removal of assets;
- de-commissioning timescales;
- environmental and consents issues;
- impact on other customers and Third ~~Parties~~Party Works (the NGC Lead Person to establish the requirements of any remaining connected customers); and,
- consideration of removal of communications.

7.5.10 If there is a requirement to reinforce a TO's Transmission System as a result of the notice to Disconnect then this infrastructure reinforcement shall be identified in accordance with STCP 16-1 Investment Planning.

7.5.11 NGC shall check the contents of the Termination Report and shall request further detail/clarification from the Affected Parties if required. NGC and the Affected Parties shall meet to discuss the Disconnection where required by NGC. The NGC Lead Person may request an updated Termination Report from an Affected Party to reflect any agreed changes resulting from such discussions. Upon such a request the Affected Parties shall provide to the NGC Lead Person the requested updated Termination Report as soon as reasonably practicable and no later than the Termination Date.

7.5.12 NGC and Affected TO(s) shall liaise to discuss indicative Outage requirements (in accordance with STCP 11-1 Outage Planning and endeavouring to meet the User's Disconnection date) and agree which assets (if any) should be removed from the System.

7.5.13 Following submission of the final Termination Report to NGC, the TO:

- shall calculate the Termination Amounts (in accordance with that TO's Charging Methodology); and
- invoice NGC for such Termination Amounts.

~~7.5.15~~ 7.5.14 NGC shall settle any Termination Amounts pursuant to section 7.5.13 in accordance with STCP 13-1 Invoicing and Payment.

## **7.6 Termination Amounts – Re-use**

7.6.1 This section 7.6 deals with issues relating to re-use of TO(s) assets in respect of which Termination Amounts have been paid by NGC.

7.6.2 The TO(s) shall use reasonable endeavours to re-use assets where Termination Amounts have been paid. If at any point, the TO(s) re-use or dispose of any of the assets contained in the Termination Report, they shall immediately inform NGC. In the event that a Termination Amount has been paid in respect of assets and the TO subsequently ~~re-re~~ uses such assets, that TO shall pay to NGC the net asset value of such asset.

7.6.3 Upon request in writing, at the cost of NGC, and no more frequently than once each calendar year, the TO(s) shall issue a certificate indicating whether or not such assets have been re-used. If, at any time, the TO(s) decide that it is not economic to retain any Plant or Apparatus constituting any asset in respect of which Termination Amounts have been paid it may, at its reasonable discretion, dispose of the said Plant and/or Apparatus and pay NGC any sums due based on the net asset value of such asset.

## **7.7 Disconnection**

7.7.1 The Host TO shall give, and NGC shall procure that any relevant User gives, such rights to access land as are reasonably required in order to facilitate the removal of the User's Equipment and Host TO's assets on each other's land.

7.7.2 The Host TO assets shall be physically Disconnected and removed from the Transmission System in accordance with STCP 19-4, Commissioning & Decommissioning.

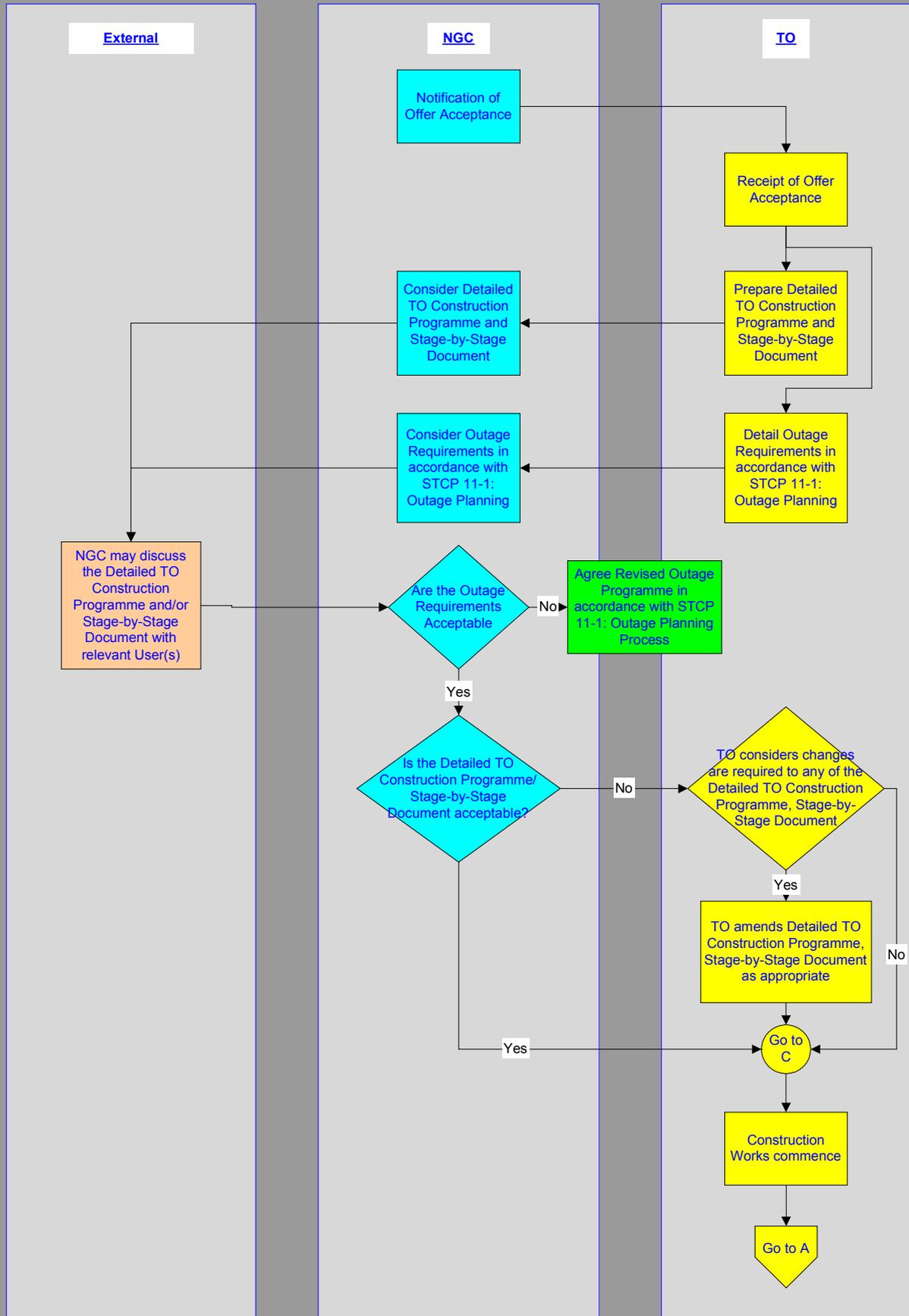
~~8Dispute Resolution~~

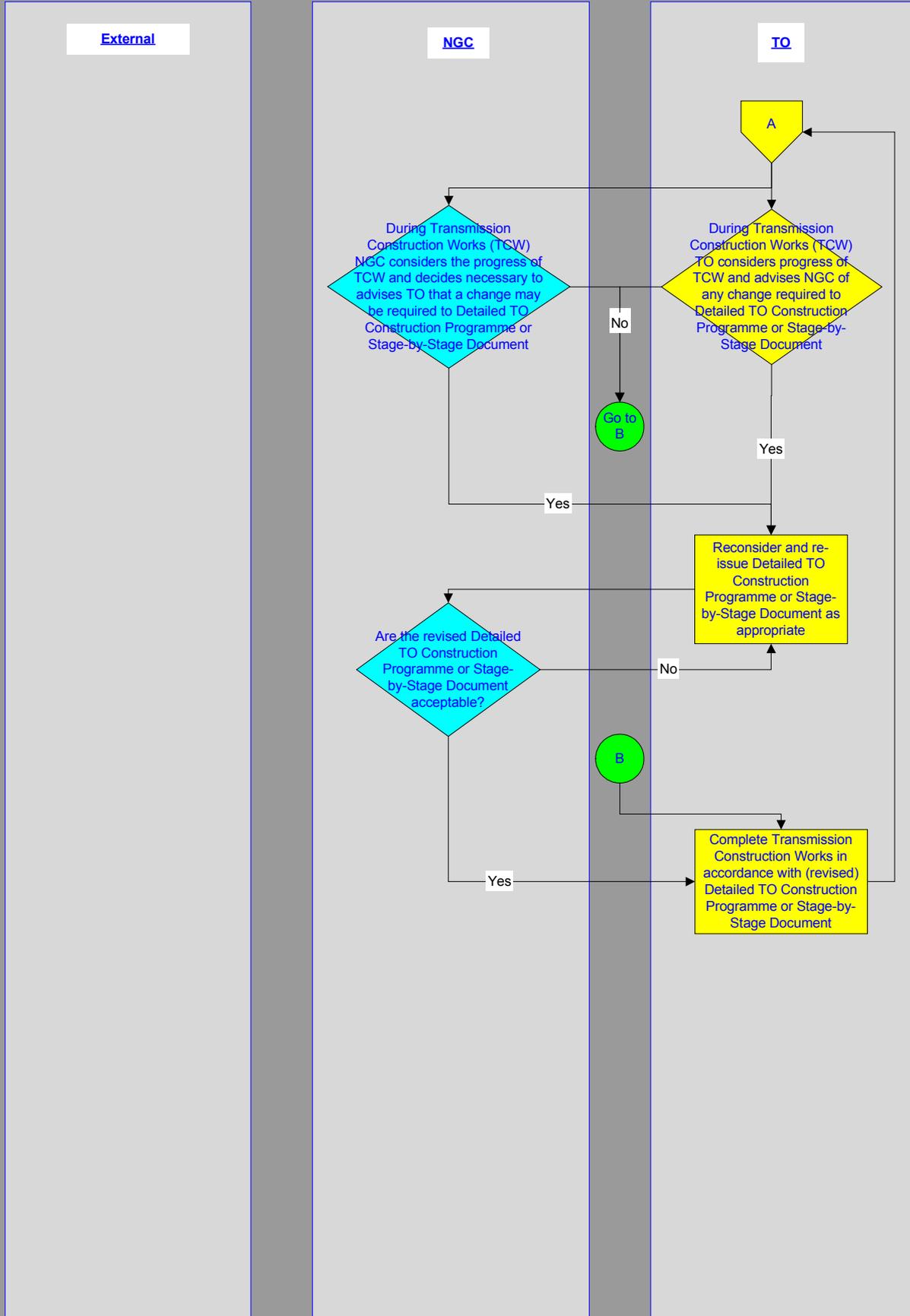
~~Dispute Resolutions shall be covered under the TOCA/STC.~~

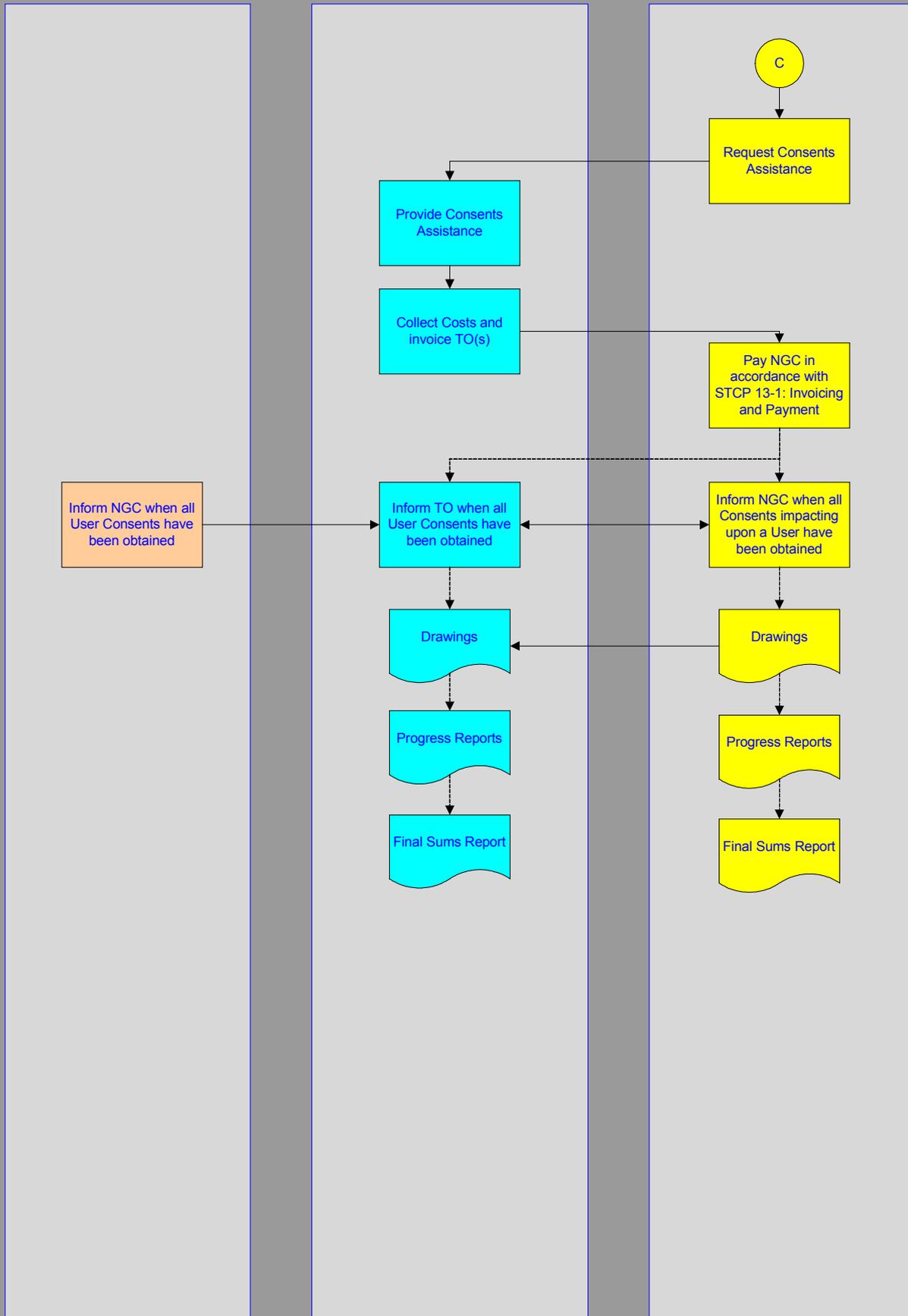
## Appendix A: Process Diagrams

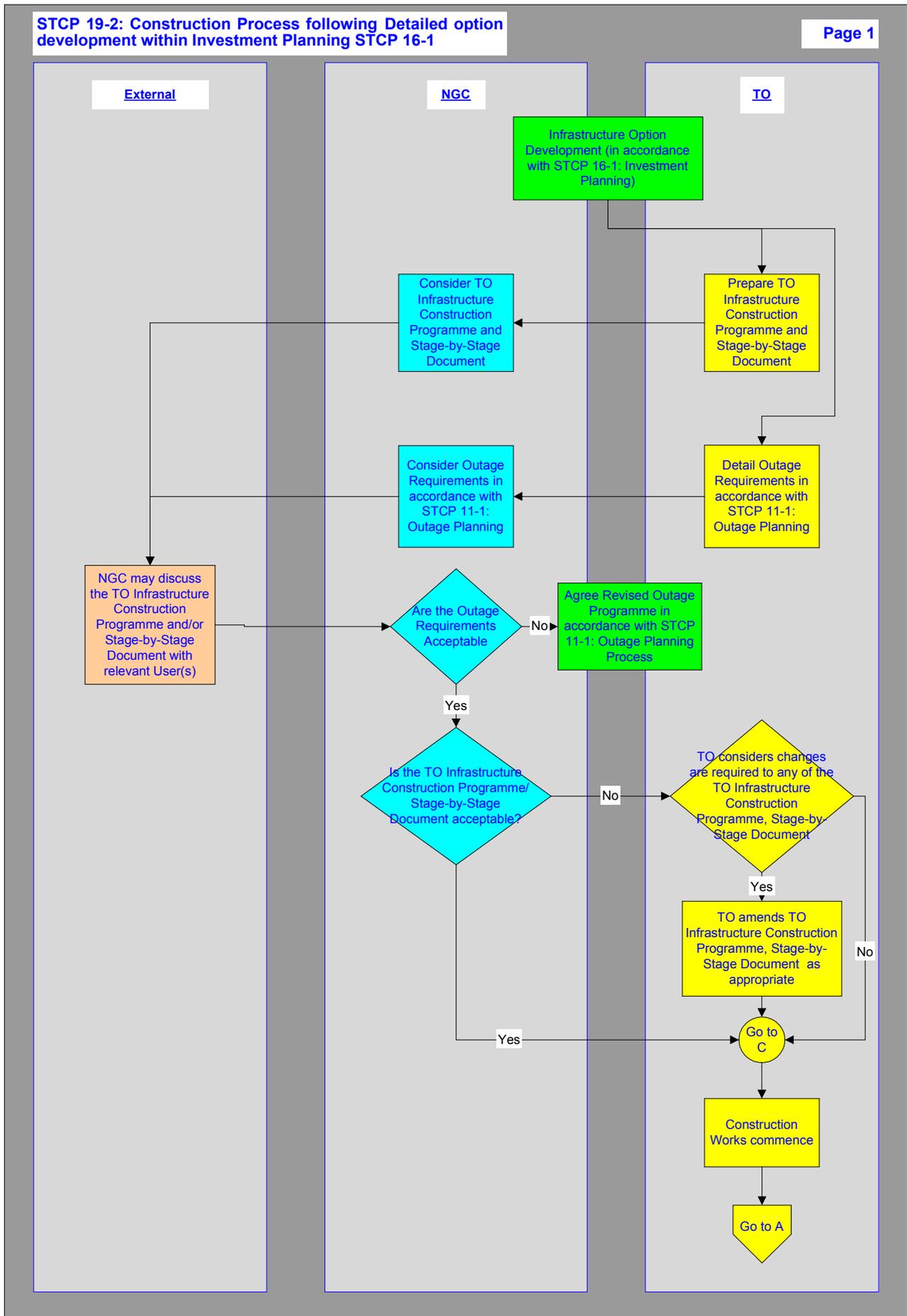
Note that the Process Diagrams shown in this Appendix A are for information only. In the event of any contradiction between the process represented in this Appendix and the process described elsewhere in this STCP, then the text elsewhere in this STCP shall prevail.

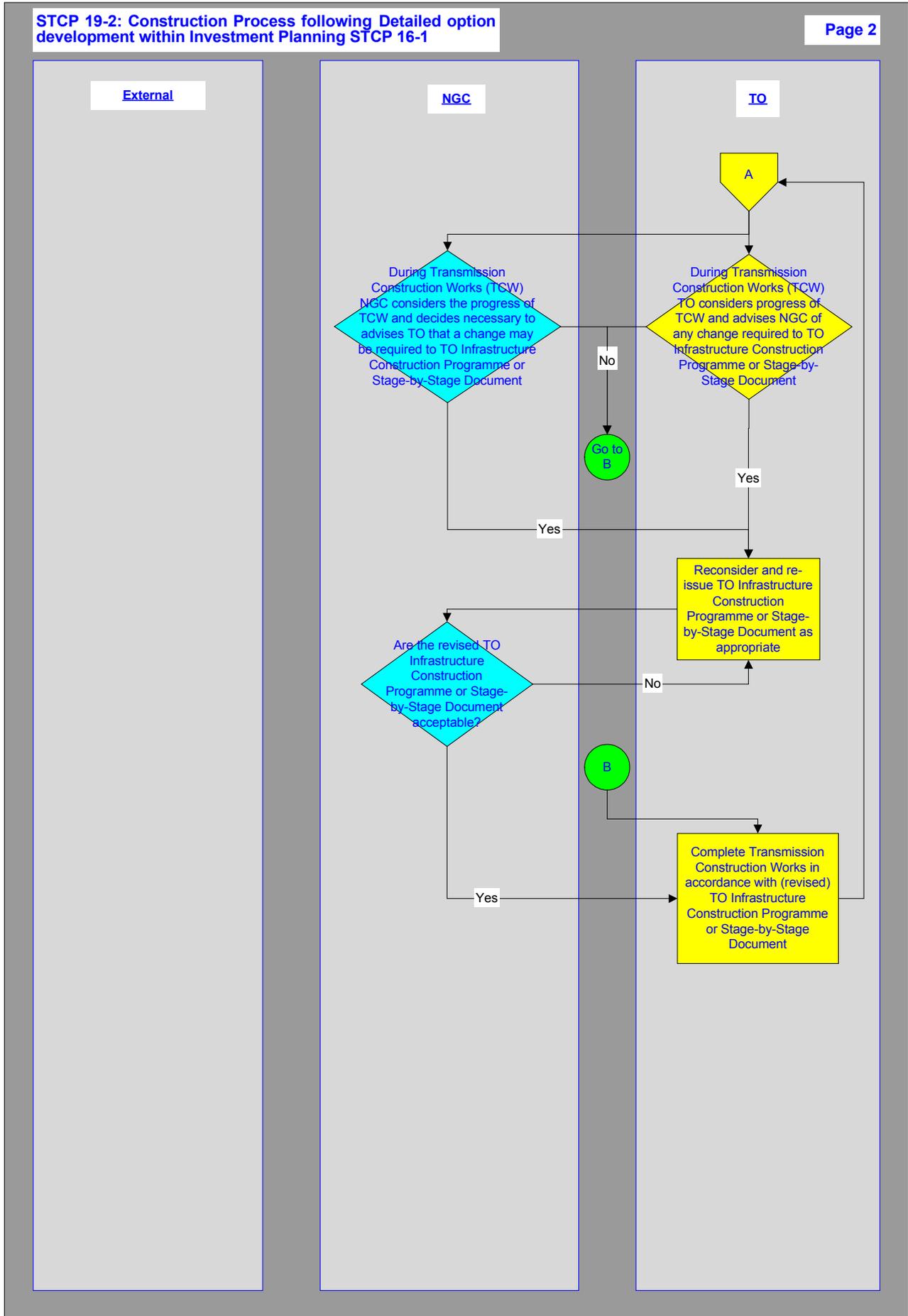
STCP 19-2: Construction Process following Legally Binding Acceptance of TO Construction Agreement

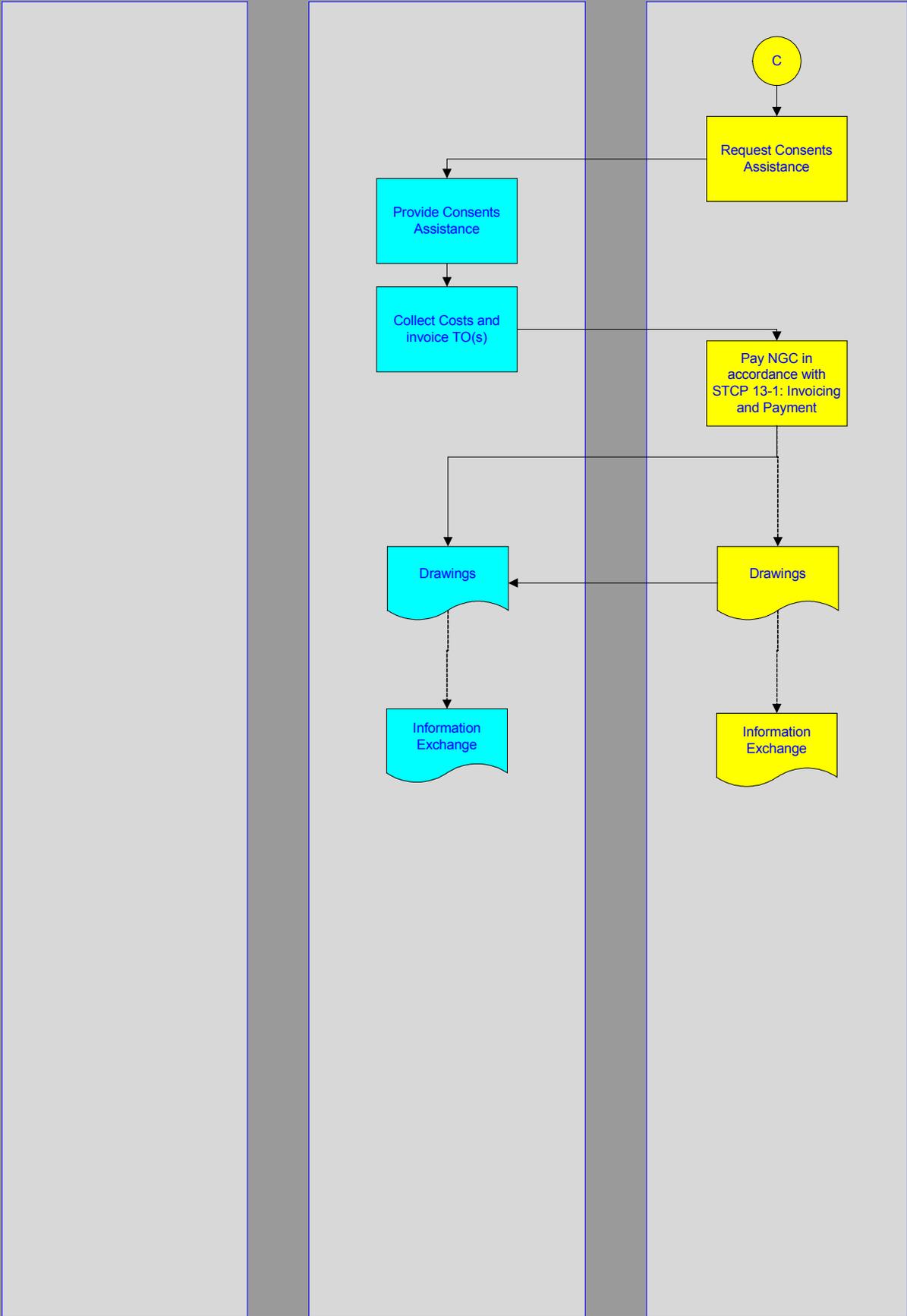


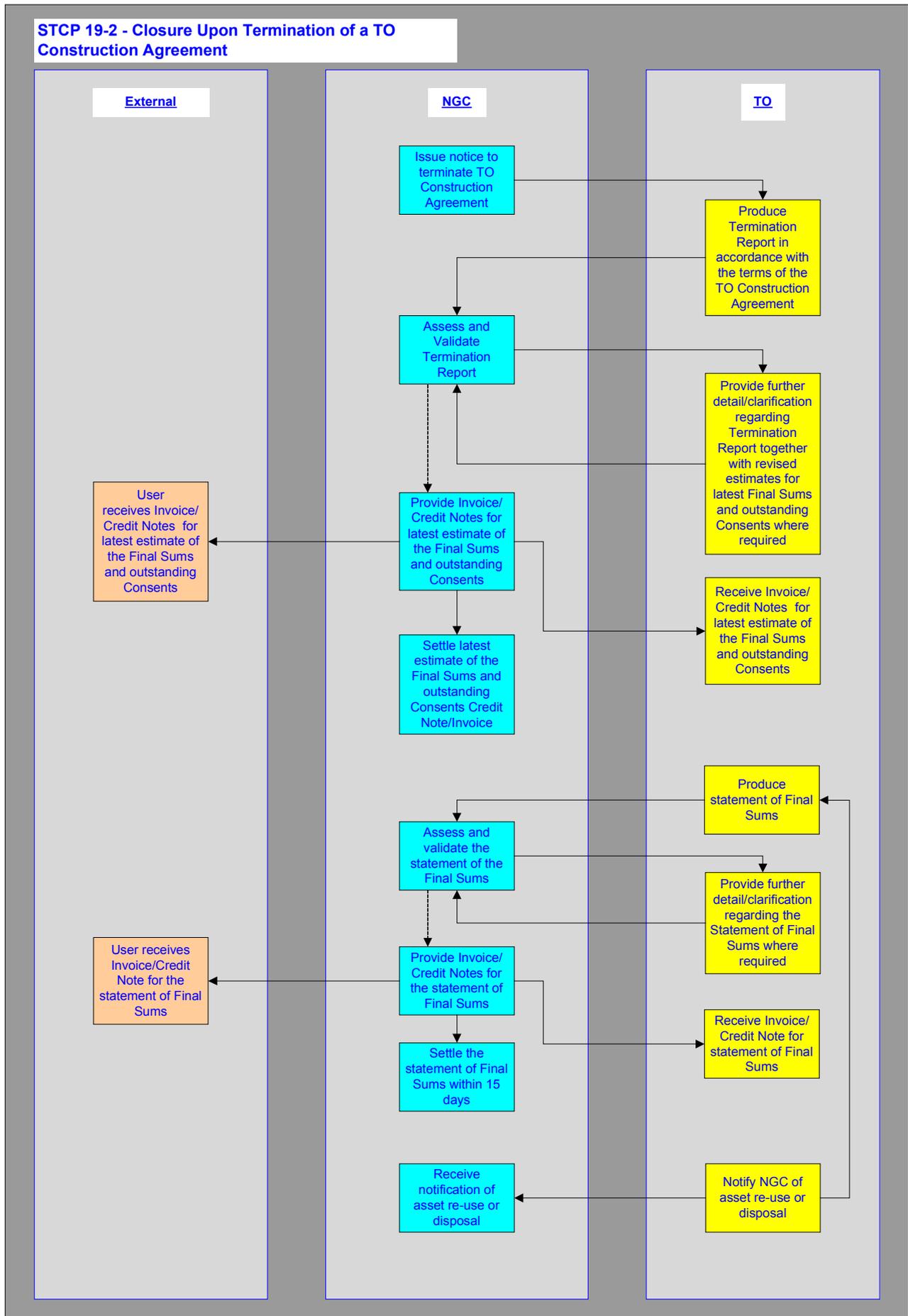


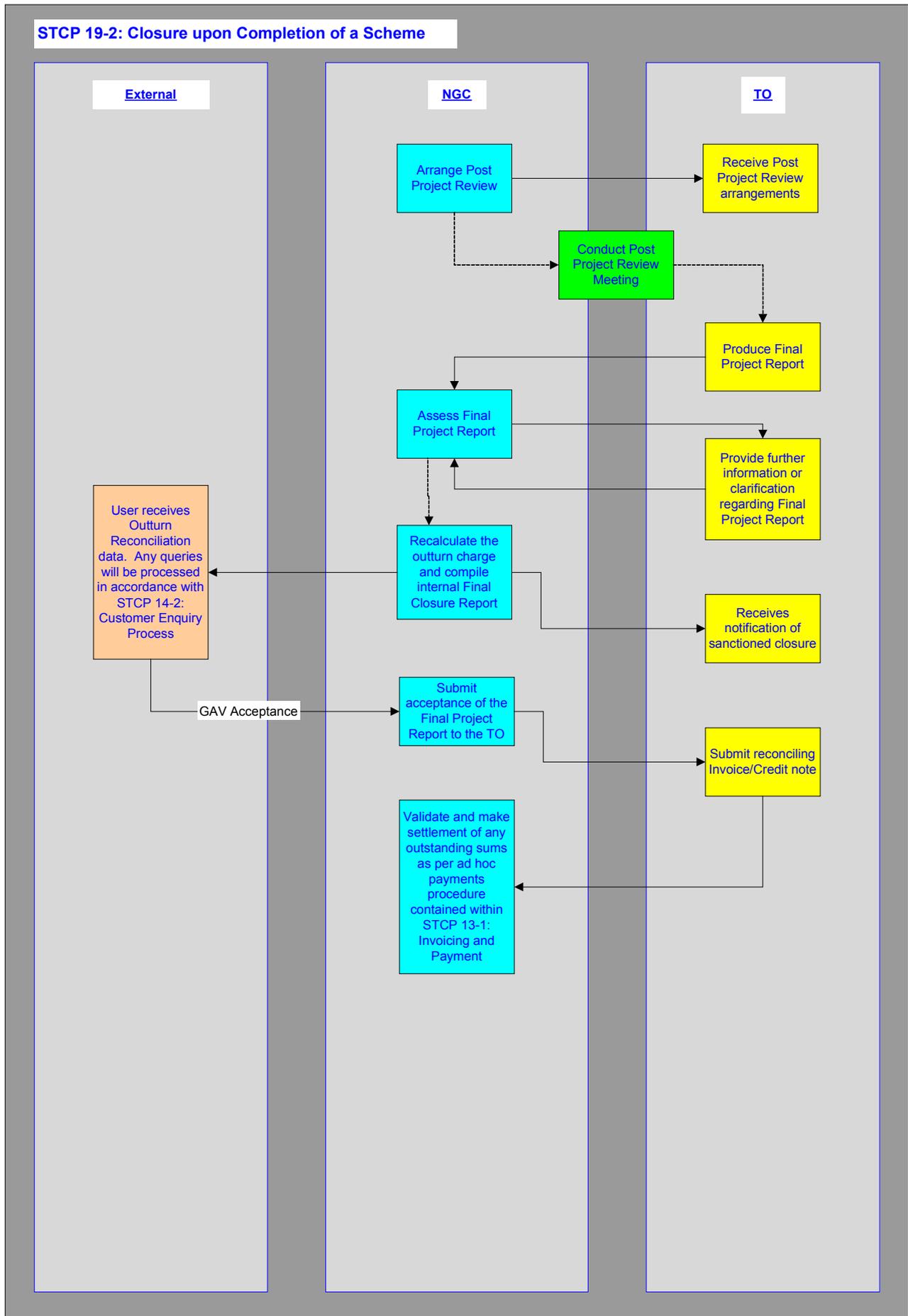




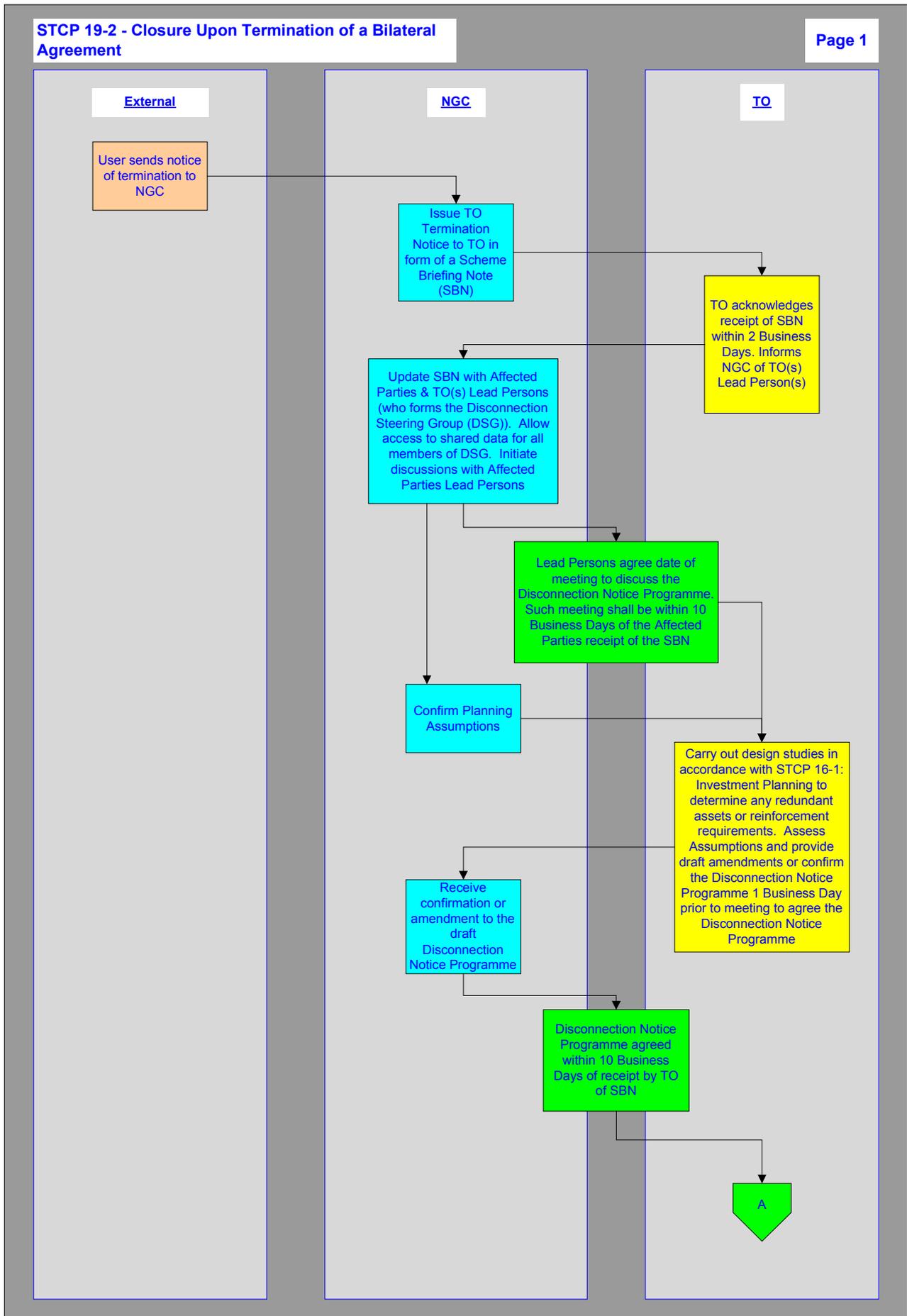


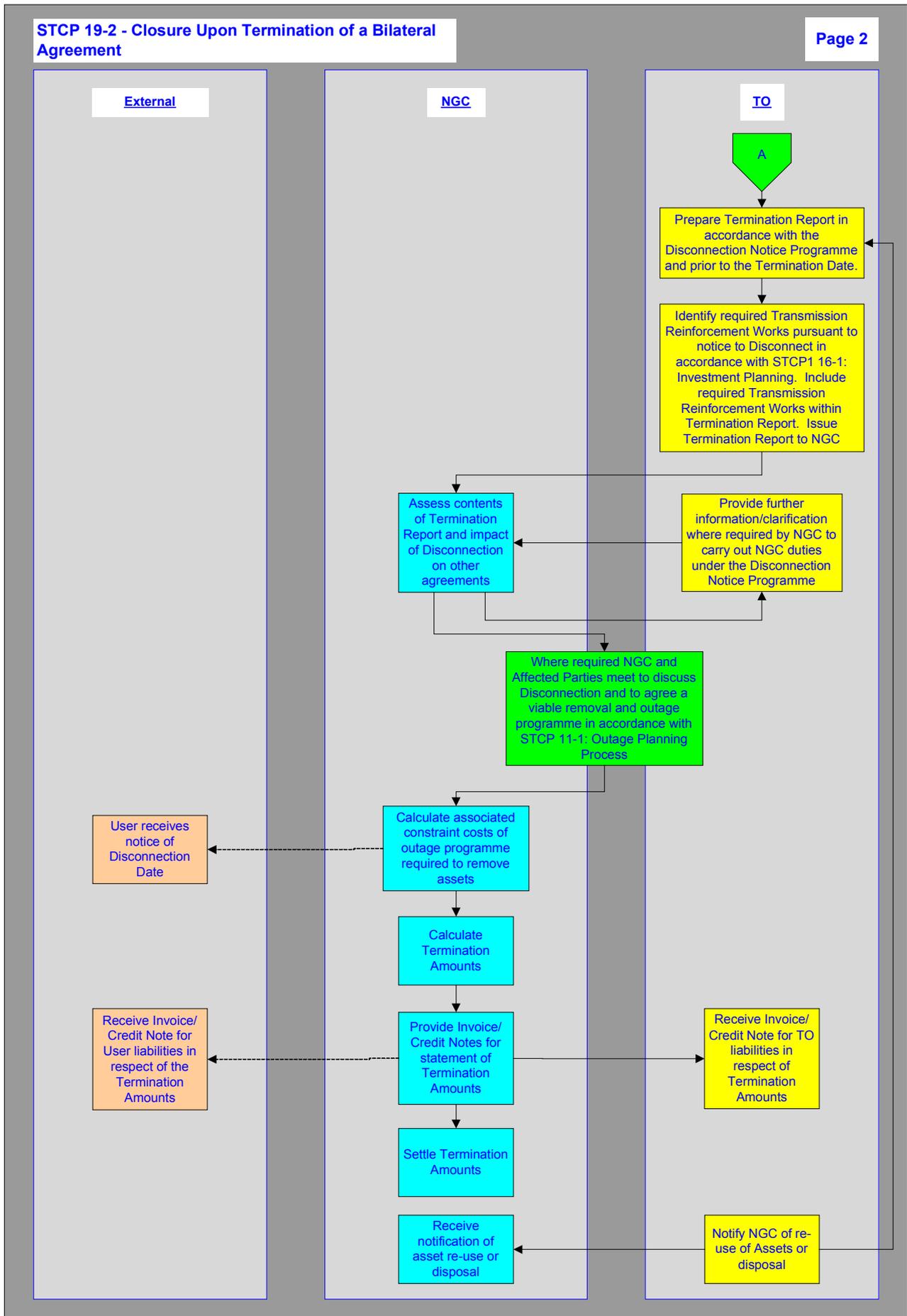


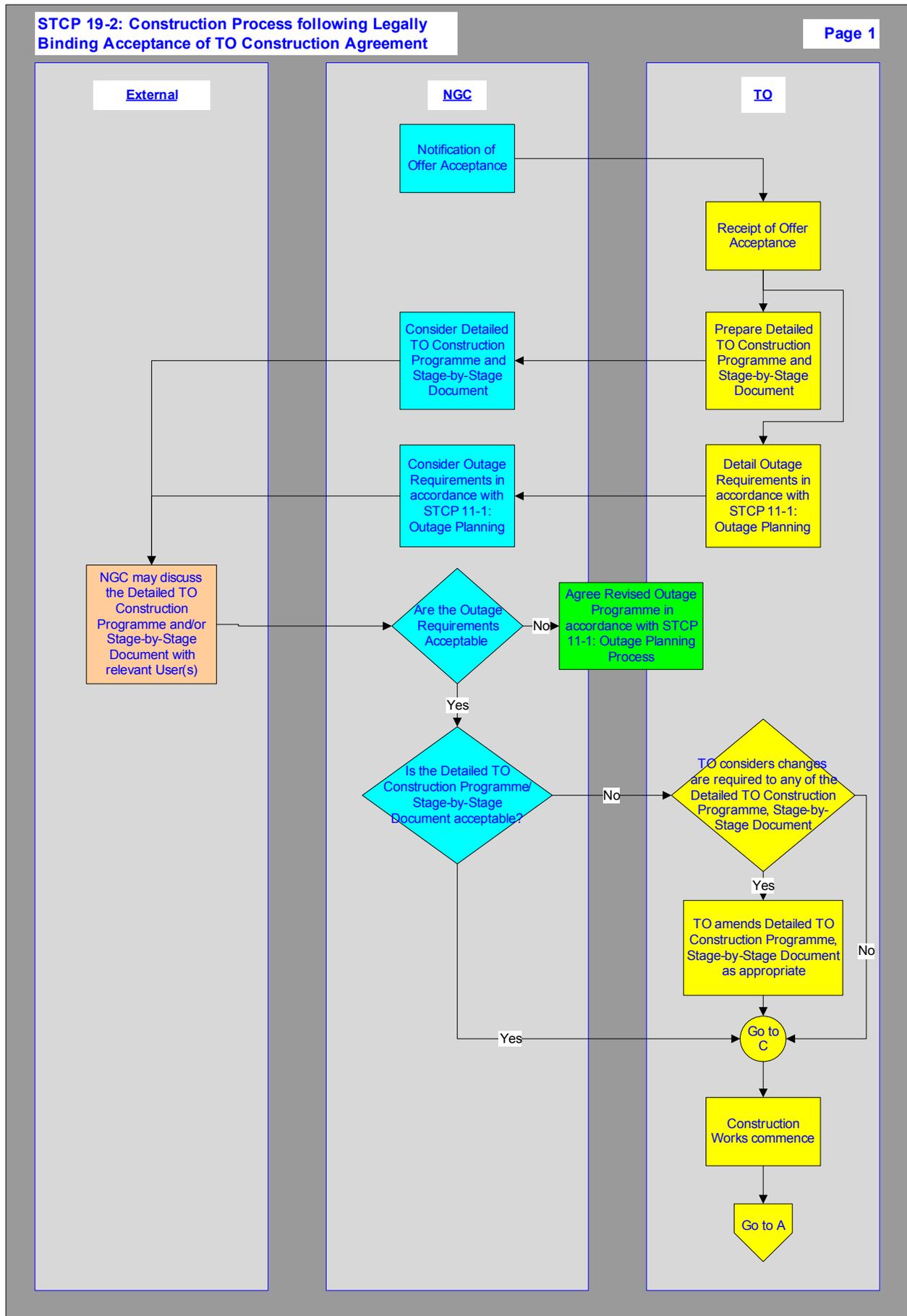


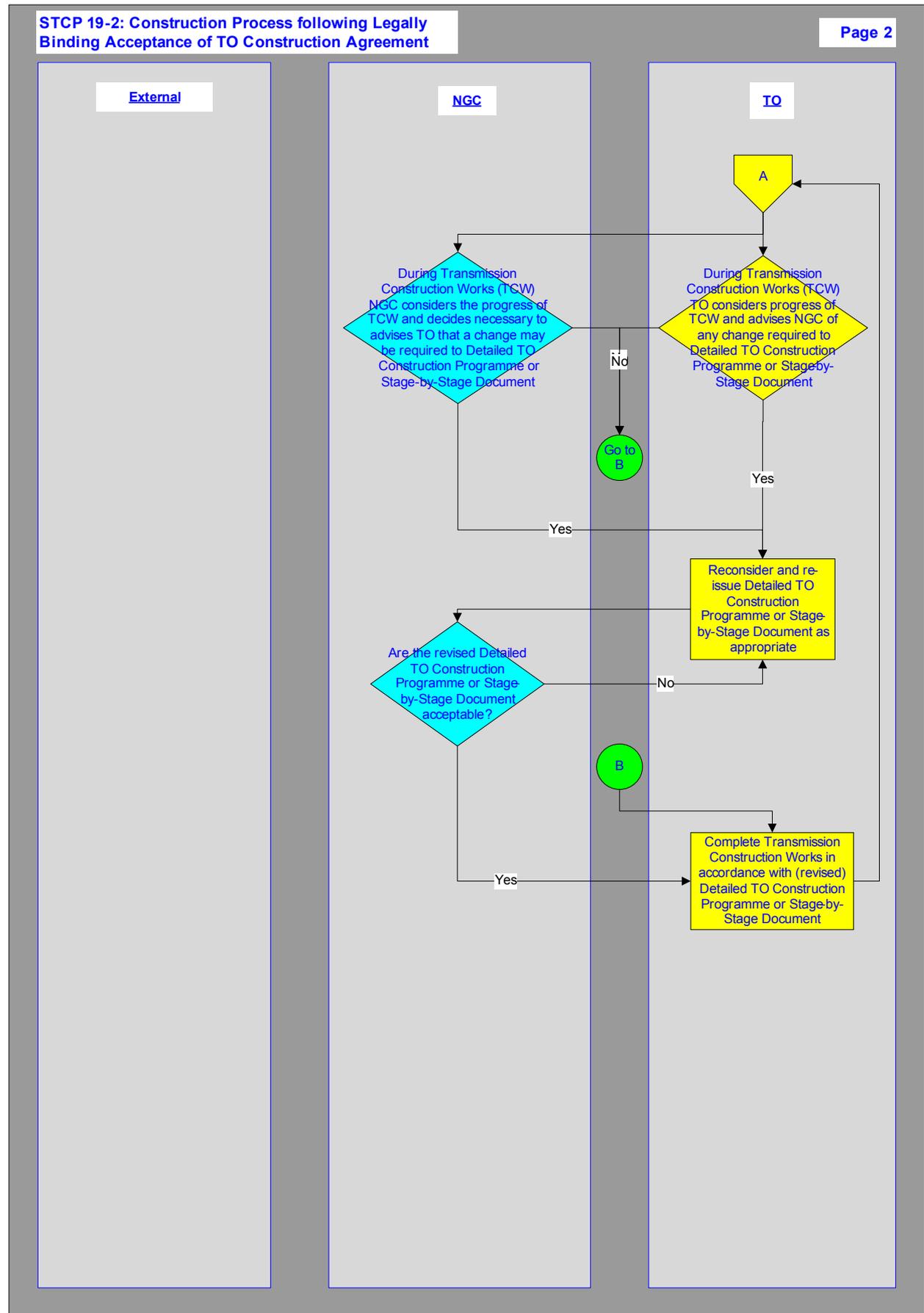


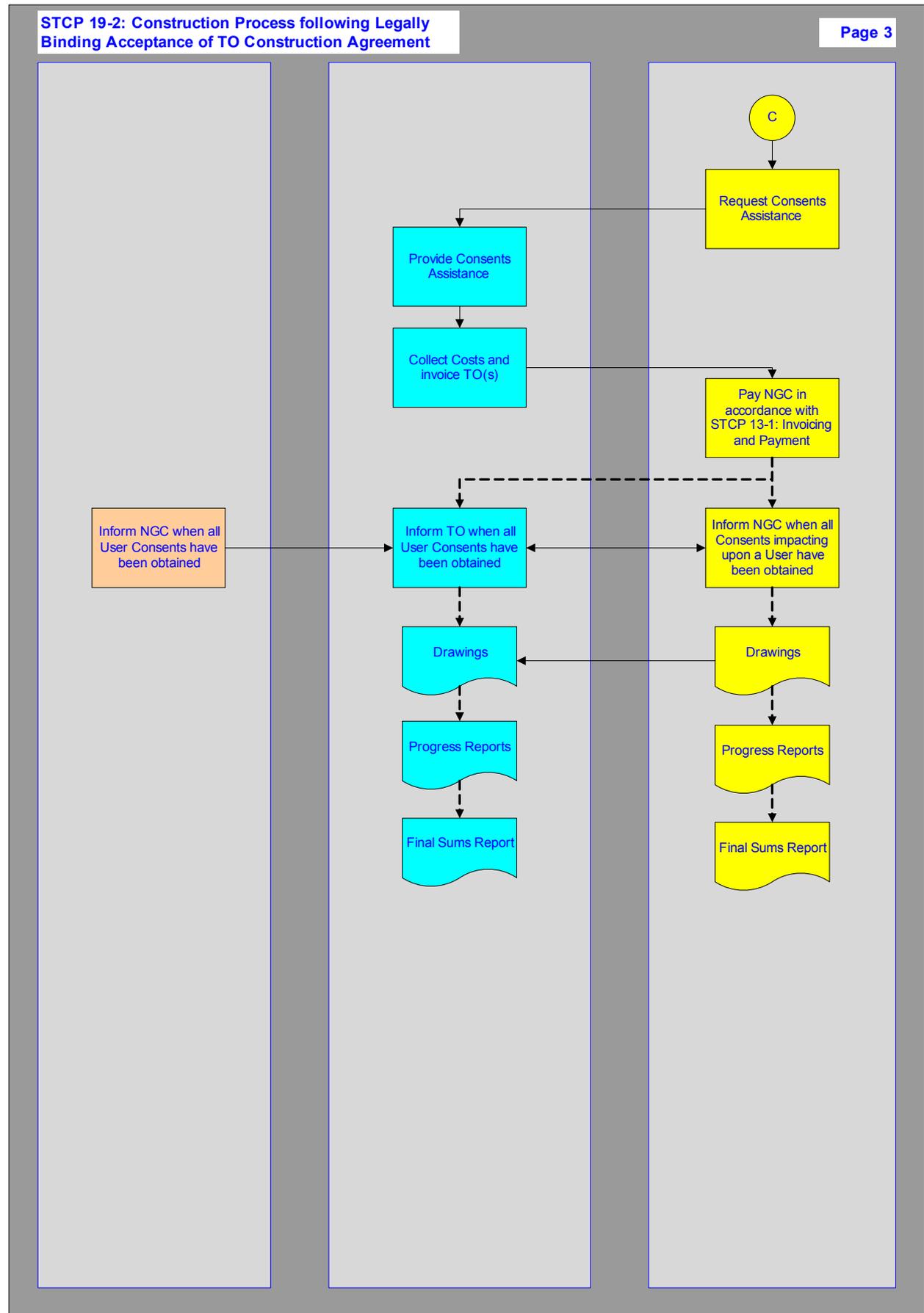
STCP 19-2 - Closure Upon Termination of a Bilateral Agreement

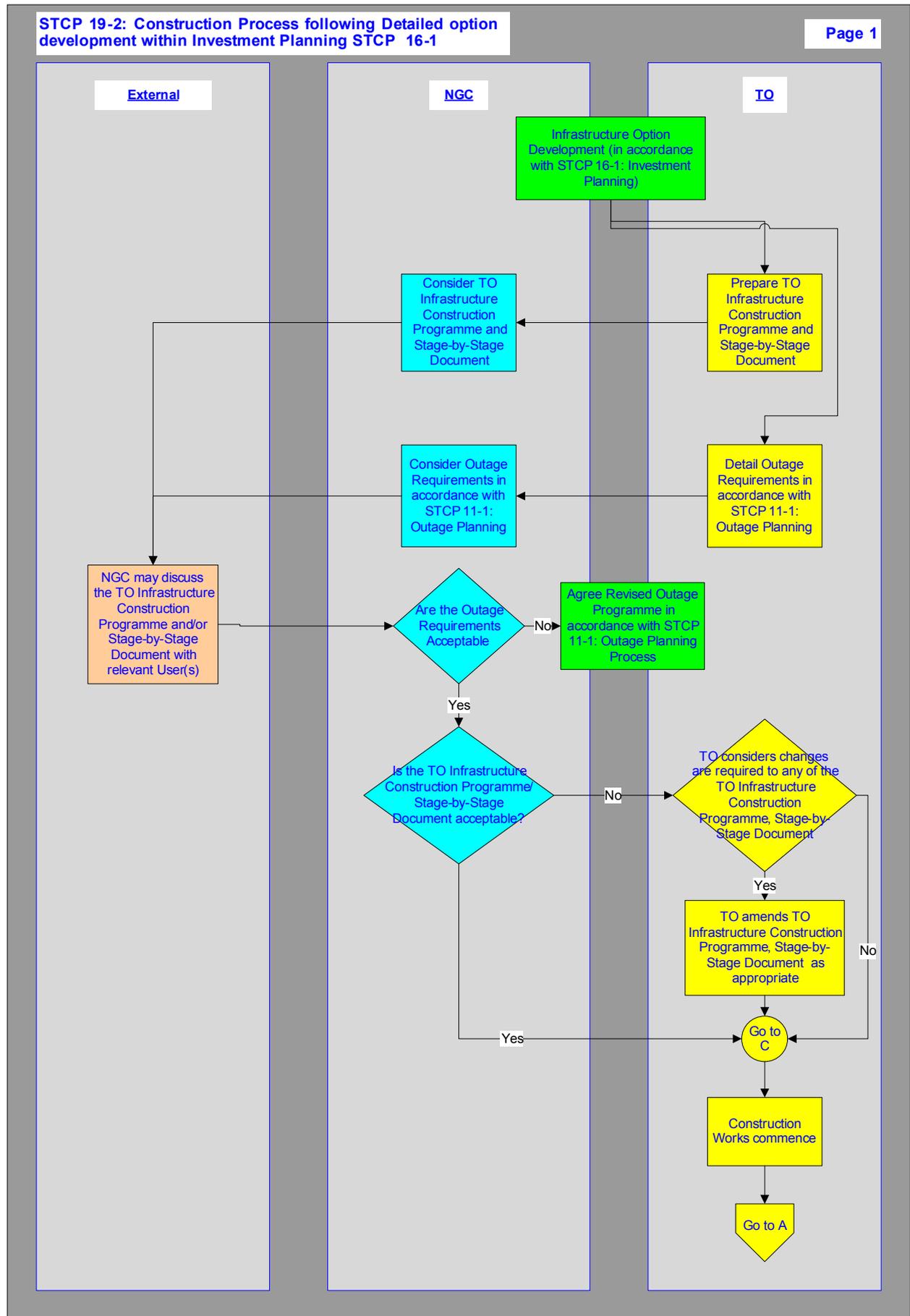


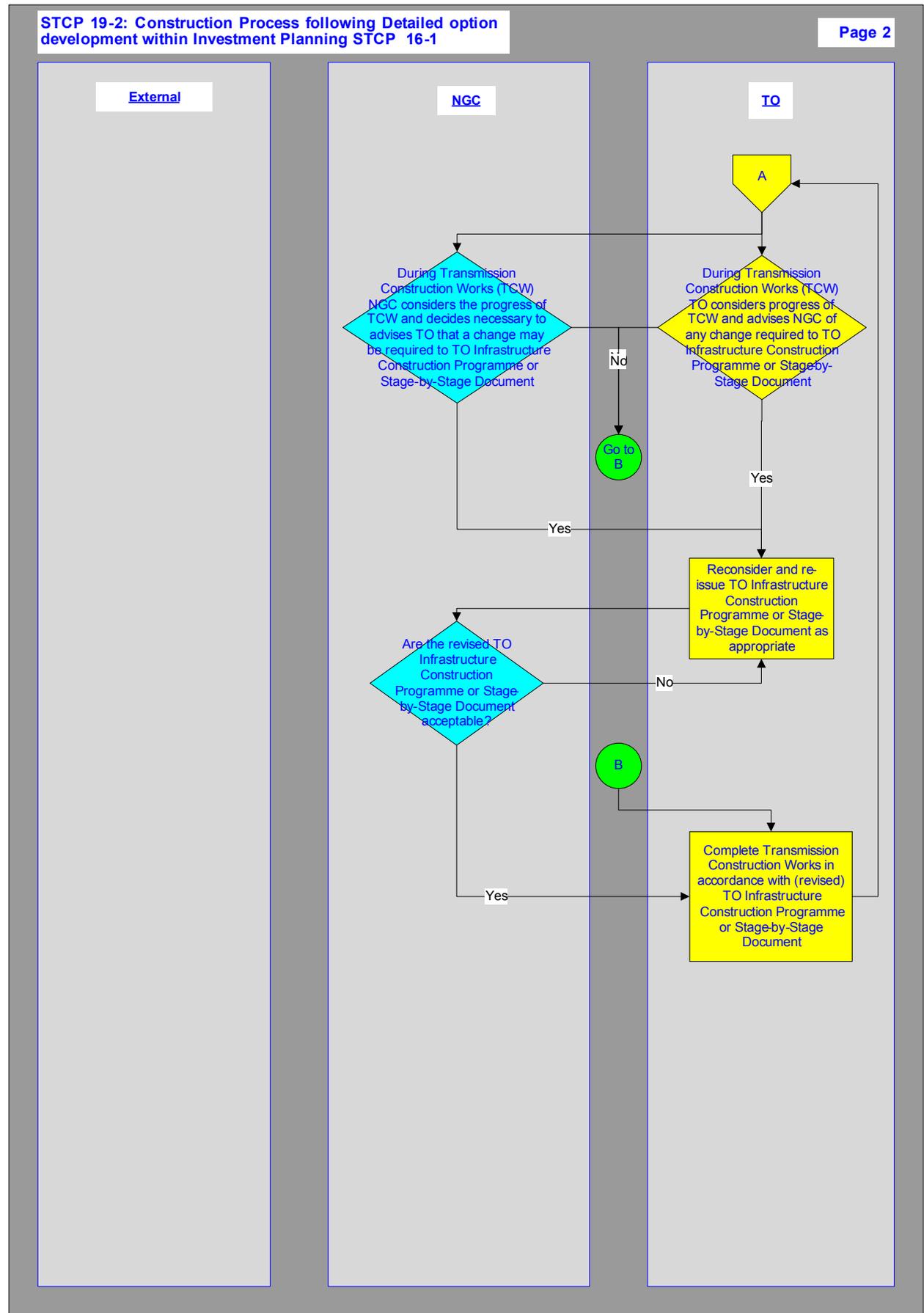


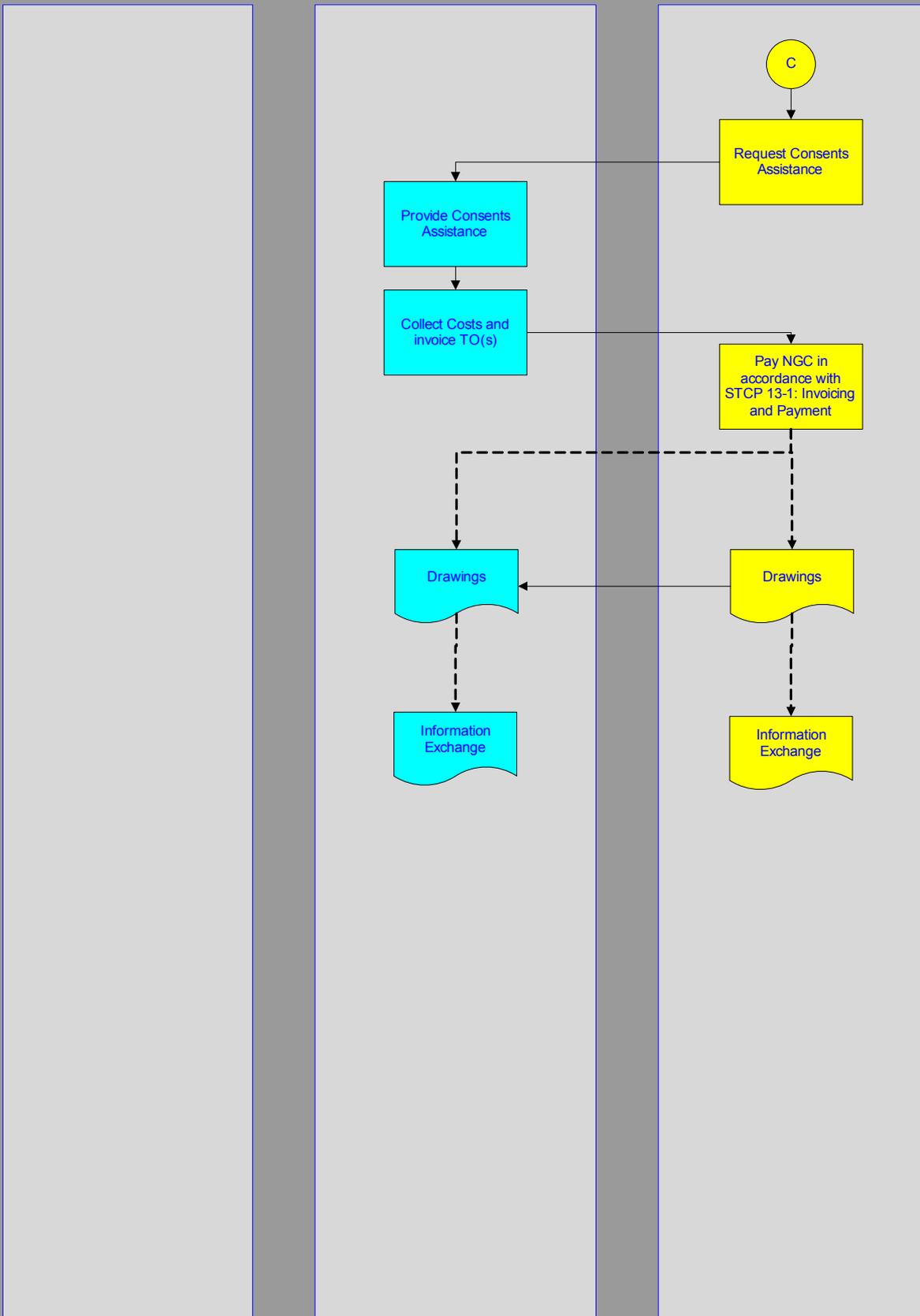


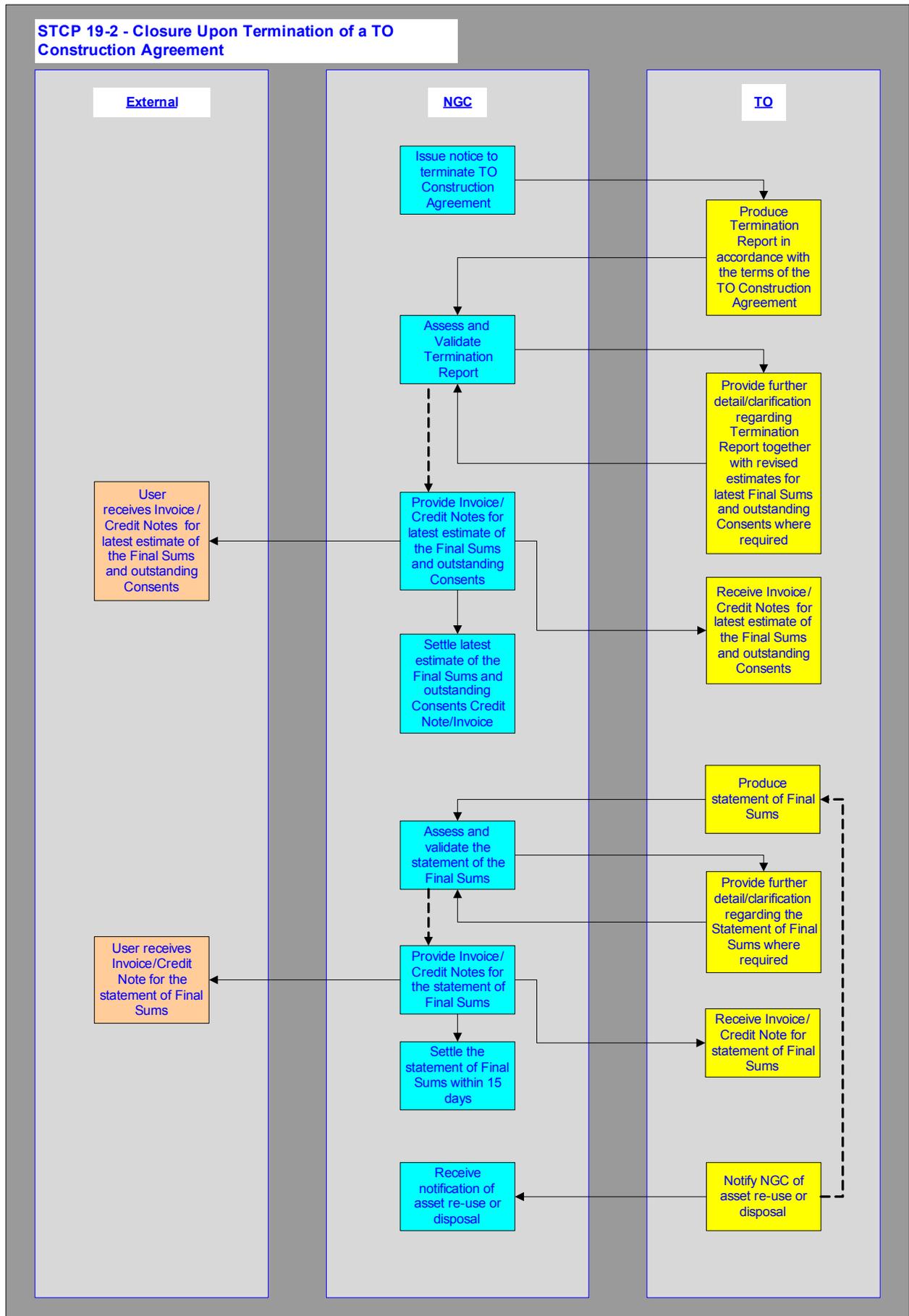


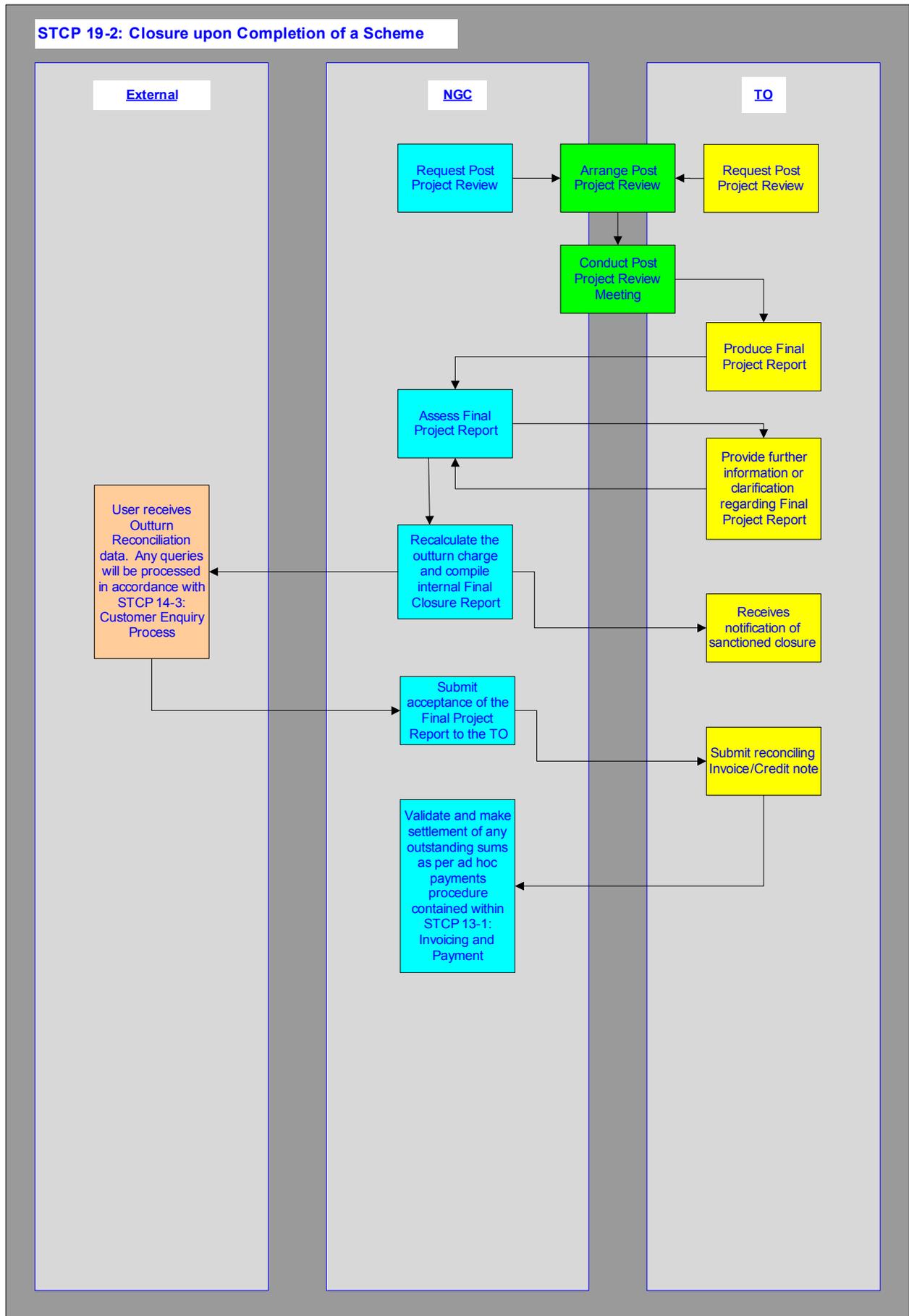


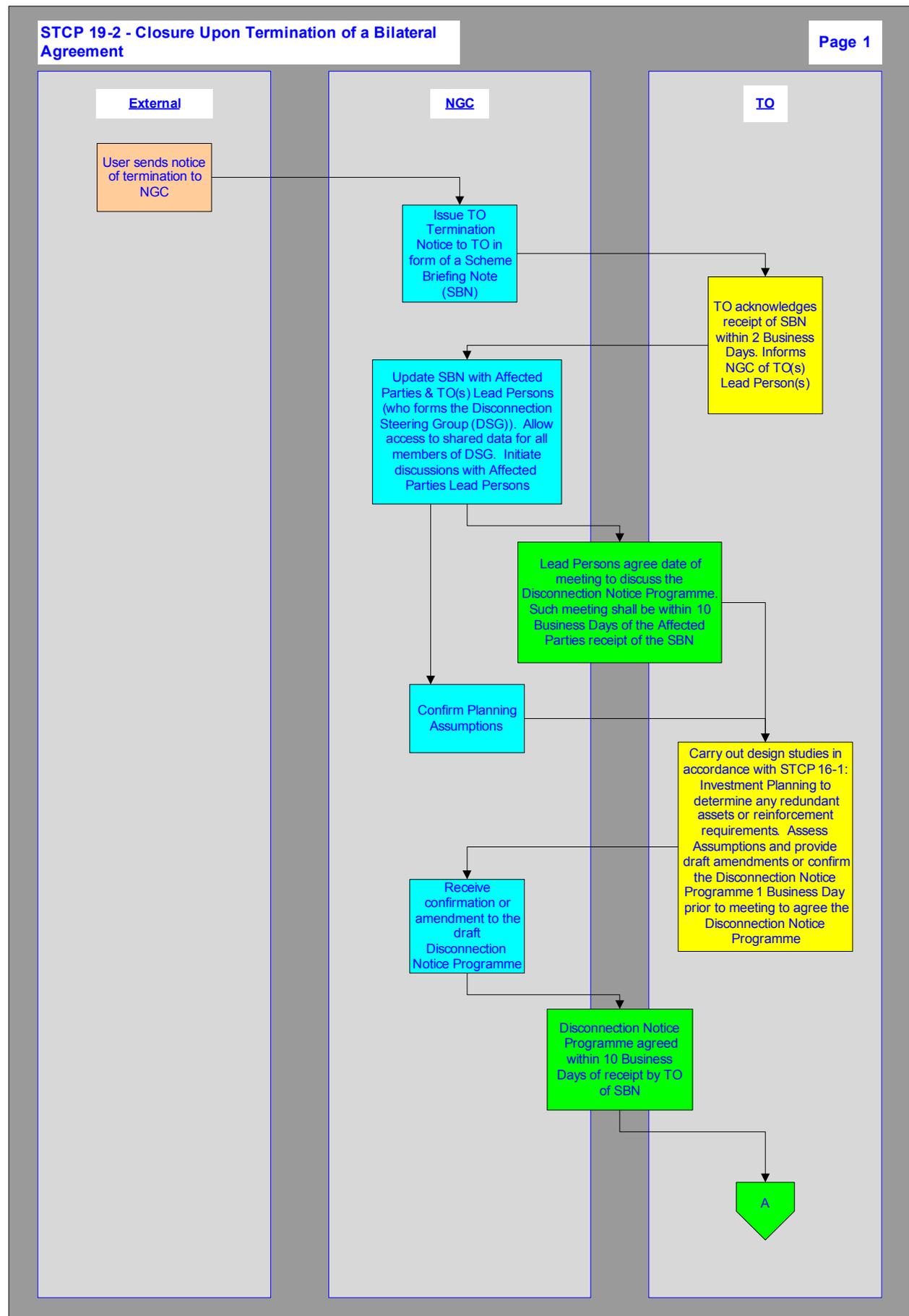


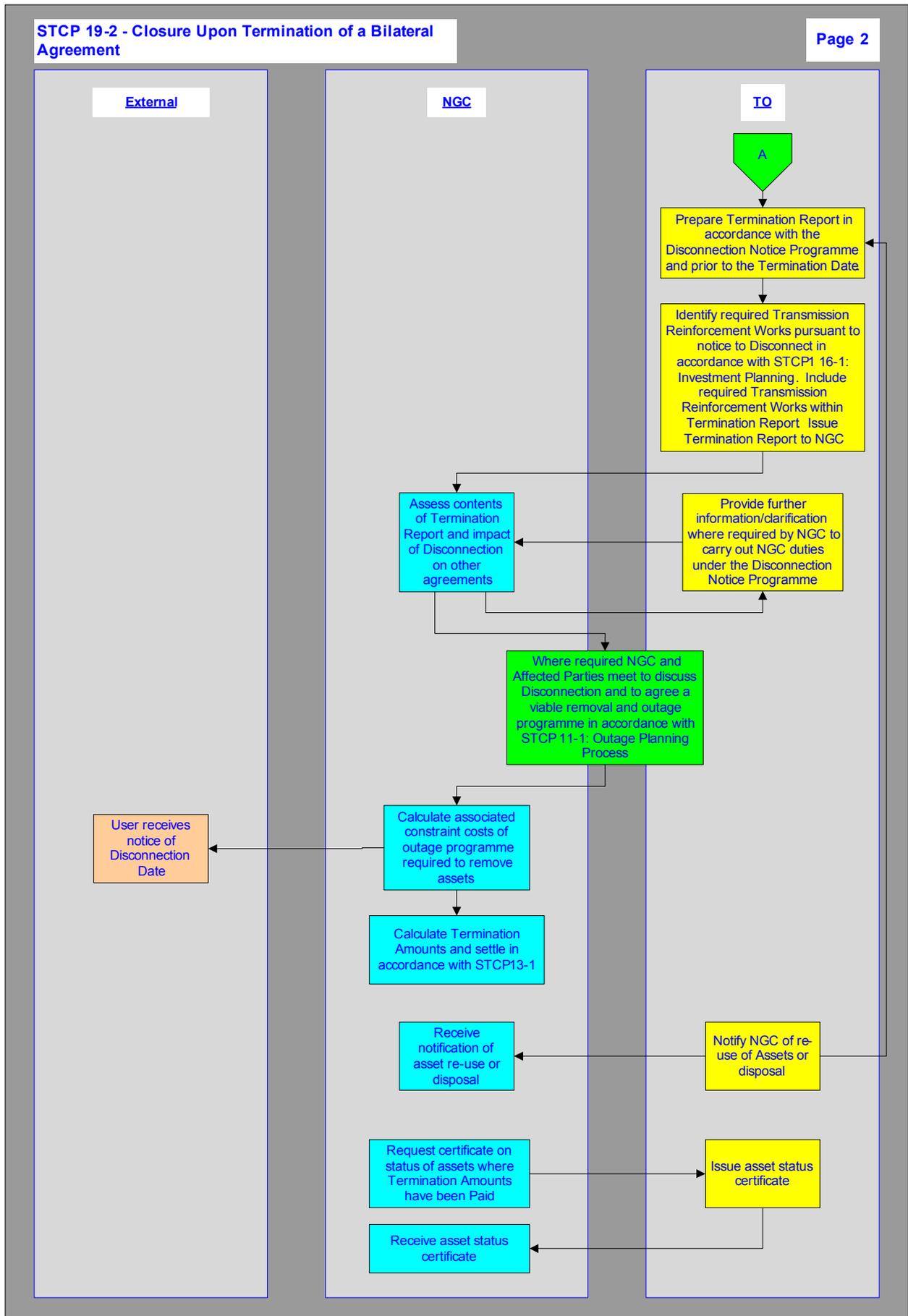


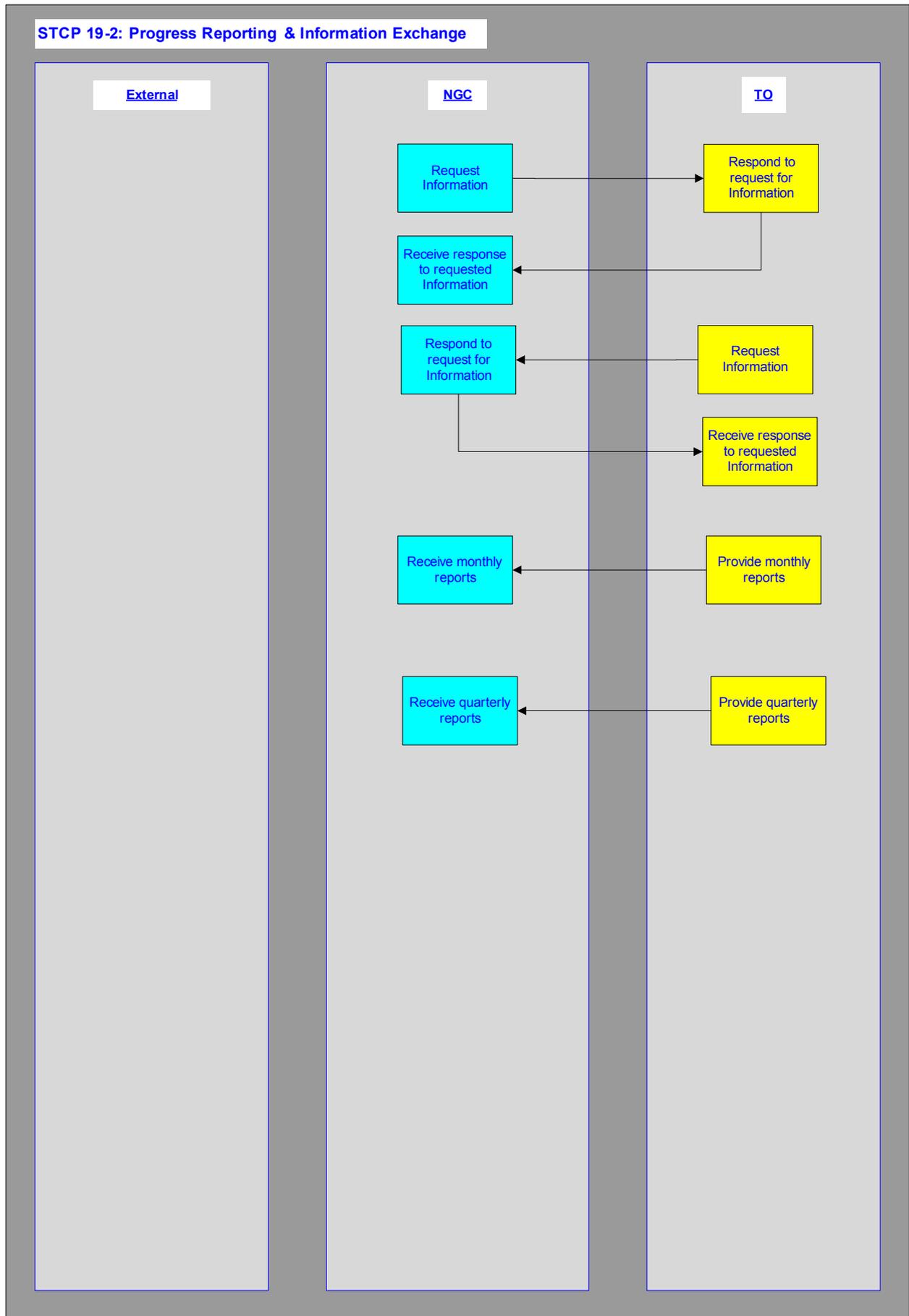












**Appendix B: Consents Reporting Pro-Forma:**

---

| <b>Consents Status Report under STCP 19-2</b> |  |              |  |
|---|--|--------------|--|
| <b>To (at NGC):</b>                           |  | <b>User:</b> |  |
| <b>From (at TO):</b>                          |  | <b>Site:</b> |  |
| <b>Date:</b>                                  |  |              |  |
| <b>NGC scheme no:</b>                         |  |              |  |

|                        | <b>A</b>   | <b>B</b>                   | <b>C</b>                  | <b>D</b>                               |
|------------------------|--|----------------------------|---------------------------|--|
| <b>Consents Detail</b> | <b>Value of Consents incurred to<br/>_ / _ / _ _ _ _</b> | <b>Unspent Commitments</b> | <b>Future Commitments</b> | <b>Expected Total Consents (A+B+C)</b> |
|                        | <b>Total</b>   | <b>Total</b>               | <b>Total</b>              | <b>Total</b>                           |
|                        | <b>£(ex vat)</b>   | <b>£(ex vat)</b>           | <b>£(ex vat)</b>          | <b>£(ex vat)</b>                       |
|                        |  |                            |                           |  |
|                        |  |                            |                           |  |
|                        |  |                            |                           |  |
|                        |  |                            |                           |  |
|                        |  |                            |                           |  |
|                        |  |                            |                           |  |

**Progress this Period**

[headline summary]

## **Appendix C: Quarterly Reporting Pro Forma**

---

**TO:**

**SITE:** [ ]

**CONNECTION OF:** [USER ]

**CONTRACT REFERENCE:**

*Quarterly Report: [First/Second/Third/Fourth] Quarter 200[ ]*

*Switchgear and Civils (composite/other contract)*

*OHL Line Contract*

*Cable Contract*

*Unlicensed Work (where material to progress of Licensed Work/Impacts on Connection Date)*

*Programme and Consents*

**Bilateral Connection Agreement / TO Construction Agreement and Associated Issues**

**[Costs – For Indicative Priced Agreements**

The costs underlying the Connection Charges set out in the Bilateral Connection Agreement dated [ ] have increased / decreased by approximately [ %], and the Connection Charges shall be likely to change by a corresponding proportion. Similarly, the TO Final Sums liability for the remainder of the Detailed TO Construction Programme shall also change correspondingly. ]

**[Costs – For Firm Priced Agreements**

The costs underlying the Final Sums for the Bilateral Connection Agreement dated [ ] have increased / decreased by approximately [ %], and the Final Sums shall be likely to change by a corresponding proportion. ]

Confirmation that the scope of works have not changed.

Confirmation that the programme has not changed.

## **Appendix D: TO Final Sums Reporting**

---

### **BI-ANNUAL TO FINAL SUMS REPORT**

**TO:**

**User:**

**Site:**

**NGC Scheme No:**

Amount due and amount which shall or might fall due for the period commencing on and including [xx/xx/xxxx] and ending on and including [xx/xx/xxxx].

---

1. Engineering Charges & expenses for obtaining Consents
2. TO Final Sums

#### **Explanatory notes:**

[To include explanation of major variances, risks, key issues etc]

## Appendix E: Scheme Outturn Charge Notification

### Scheme Outturn Charge Notification

#### Charge Basis

Users:   
 Agreement Reference:   
 Site:   
 Charging Date:

| Year                         | 2005/06 | 2006/07 |
|------------------------------|---------|---------|
| Rate of Return %             |         |         |
| Depreciation %               |         |         |
| Site Specific Maintenance %  |         |         |
| Transmission Running Costs % |         |         |

| Connection Asset | GAV in year prior to outturn | Year prior to outturn | GAV in year of outturn | Year of outturn       |
|------------------|------------------------------|-----------------------|------------------------|-----------------------|
|                  | @ April 2005 price           | 2005/06 annual charge | @ April 2006 price     | 2006/07 annual charge |
|                  |                              |                       |                        |                       |
| <b>Total</b>     | <b>£0.00</b>                 | <b>£0.00</b>          | <b>£0.00</b>           | <b>£0.00</b>          |

#### Where applicable

|  |       |
|--|-------|
| Outturn One-off Charge at Charging Date: | £0.00 |
|--|-------|

## **Appendix F: Termination Amounts Reporting**

---

### **BI-ANNUAL TERMINATION AMOUNTS REPORT**

**TO:**

**User:**

**Site:**

**NGC Scheme No:**

Amount due and amount which shall or might fall due for the period commencing on and including [xx/xx/xxxx] and ending on and including [xx/xx/xxxx].

---

1. Termination Amounts

#### **Explanatory notes:**

[To include explanation of major variances, risks, key issues etc]

## Appendix G: Definitions & Abbreviations

### G.1 Abbreviations

|                                    |   |
|------------------------------------|---|
| <del>SPT</del>                     | <del>SP Transmission Ltd</del>                      |
| <del>SPT</del>                     |   |
| <del>SHETL</del>                   | <del>Scottish Hydro Electric Transmission Ltd</del> |
| <del>SP Transmission Limited</del> |   |
| <del>NGC</del>                     | <del>National Grid Company plc</del>                |
| <del>DNO</del>                     | <del>Distribution Network Operator</del>            |
| <del>SBN</del>                     | <del>Scheme Briefing Note</del>                     |
| <del>TOCA</del>                    | <del>TO Construction Agreement</del>                |
| <del>TO</del>                      | <del>Transmission Owner</del>                       |
| <del>SHETL</del>                   | <del>Scottish Hydro-Electric Transmission Ltd</del> |
| <del>SBN</del>                     | <del>Scheme Briefing Note</del>                     |
| <del>TOCA</del>                    | <del>TO Construction Agreement</del>                |
| <del>TO</del>                      | <del>Transmission Owner</del>                       |

### G.2 Terms defined in the STC:

~~Consents~~  
~~Completion Date~~  
~~Construction Project~~  
~~Customer~~  
~~Interface Agreement~~  
~~Joint Project Parties~~  
~~Outage~~  
~~Planning Assumptions~~  
~~System~~  
~~Transmission Connection Assets~~  
~~Calendar Quarter~~  
~~Commissioning Programme Commencement Date~~  
~~Completion Date~~  
~~Connection~~  
~~Connection Site~~  
~~Connection Site Specification~~  
~~Consents~~  
~~Construction Project~~  
~~GB Transmission System~~  
~~Interface Agreement~~  
~~Joint Project Parties~~  
~~NGC~~  
~~One Off Works~~  
~~Outage~~  
~~Planning Assumptions~~  
~~Plant~~  
~~Services Capability Specification~~  
~~System~~  
~~Transmission Connection Assets~~  
~~Transmission Construction Works~~  
~~Transmission Infrastructure Assets~~  
~~Transmission Owner~~  
~~TO Construction Agreement~~  
~~TO Construction Programme~~

~~TO Construction Offer~~

### ~~G.3 Terms defined in the Grid Code:~~

~~Plant~~

~~Site~~

~~Transmission Infrastructure Assets~~

~~Transmission Owner~~

~~TO Construction Agreement~~

~~TO Construction Programme~~

~~Transmission System~~

~~User~~

~~User Equipment~~

### ~~G.4G.3 Terms defined in other STCPs~~

|                                     |   |
|-------------------------------------|---|
| <del>Outage Change Request</del>    | <del>As defined in STCP11-1: Outage Planning Process</del>                  |
| <del>Project Listing Document</del> | <del>As defined in STCP16-1: Investment Planning</del>                      |
| <del>Affected Parties</del>         | <del>As defined in STCP18-1: Connection and Modification Applications</del> |
| <del>Affected TO</del>              | <del>As defined in STCP18-1: Connection and Modification Applications</del> |
| <del>Host TO</del>                  | <del>As defined in STCP18-1: Connection and Modification Applications</del> |
| <del>Named Contact</del>            | <del>As defined in STCP18-1: Connection and Modification Applications</del> |
| <del>Other Affected TO</del>        | <del>As defined in STCP18-1: Connection and Modification Applications</del> |
| <del>Scheme Briefing Note</del>     | <del>As defined in STCP18-1: Connection and Modification Applications</del> |
| <del>Indemnity Agreement</del>      | <del>As defined in STCP18-1: Connection and Modification Applications</del> |

### ~~G.5 Terms defined in the CUSC~~

~~Authority~~

~~Bilateral Agreement~~

~~Commissioning Programme Commencement Date~~

~~Project Listing Document~~ ~~As defined in STCP16-1: Investment Planning~~

~~Affected Parties~~ ~~As defined in STCP18-1: Connection and Modification Applications~~

~~Affected TO~~ ~~As defined in STCP18-1: Connection and Modification Applications~~

~~Charging Methodology~~ ~~As defined in STCP14-1: Data Exchange for Annual Charge Setting~~

~~Host TO~~ ~~As defined in STCP18-1: Connection and Modification Applications~~

~~Named Contact~~ ~~As defined in STCP18-1: Connection and Modification Applications~~

~~Other Affected TO~~ ~~As defined in STCP18-1: Connection and Modification Applications~~

~~Scheme Briefing Note~~ ~~As defined in STCP18-2: Use of System Application~~

Indemnity Agreement As defined in STCP18-1: Connection and Modification Applications

#### **G.4 Terms defined in the CUSC**

Bilateral Agreement

Construction Agreement

Dema

Completion Date

Connection

Construction Agreement

Disconnect

Disconnection

Event of Default

Offer

One-off Works

User

#### **Terms defined in the TO Construction Agreement**

TO Final Sums

#### **Terms defined in the TO Charging Methodology**

nd

Disconnect

Disconnection

One-off Works

Termination Amount