

**DRAFT FOR AMENDMENTS**  
**PANEL RECOMMENDATION**  
**VOTE**

## **AMENDMENT REPORT**

### **CUSC Proposed Amendment CAP125**

#### **Revisions Resulting from Interconnector Separation**

*The purpose of this report is to assist the Authority in their decision of whether to implement Amendment Proposal CAP125*

Amendment Ref	CAP125
Issue	0.2
Date of Issue	17 <sup>th</sup> November 2006
Prepared by	National Grid

**I DOCUMENT CONTROL****a National Grid Document Control**

Version	Date	Author	Change Reference
0.1	8/11/2006	National Grid	Draft for Industry comment
0.2	17/11/2006	National Grid	Draft for Amendments Panel Recommendation Vote
0.3		National Grid	Draft for Amendments Panel Members comment
1.0		National Grid	Formal version for submission to the Authority

**b Document Location**

National Grid Website:

[www.nationalgrid.com/uk/Electricity/Codes/](http://www.nationalgrid.com/uk/Electricity/Codes/)

**c Distribution**

Name	Organisation
The Gas and Electricity Markets Authority	Ofgem
CUSC Parties	Various
Panel Members	Various
National Grid Industry Information Website	

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## 1.0 SUMMARY AND RECOMMENDATIONS

### Executive Summary

- 1.1 CAP125 Revisions Resulting from Interconnector Separation, was proposed by National Grid and submitted to the Amendments Panel on 29<sup>th</sup> September 2006. CAP125 proposes to remove certain provisions in the CUSC relating to the French Interconnector.
- 1.2 Historically, the Interconnector was part of National Grid Electricity Transmission plc ("NGET", or "The Company" in the CUSC), but on 14<sup>th</sup> August 2006 it was transferred to a separate legal entity, National Grid Interconnectors Ltd ("NGIL"), as part of the process of interconnector licensing.
- 1.3 The Energy Act 2004 amended the Electricity Act 1989 introducing new licence arrangements for the interconnectors which required the separation of interconnector and other licences issued under the Act.
- 1.4 Therefore CAP125 proposes to amend the CUSC to reflect the consequential effects of this separation on the CUSC obligations relating the roles of Interconnector Error Administration and Interconnector Owner.

### National Grid Recommendation

- 1.5 National Grid, as the proposer of CAP125, is supportive of the amendment proposal, believing that it would better facilitate achievement of the Applicable CUSC Objective (b) and should be implemented 10 Business days after an Authority decision.

### Amendment Panel Recommendation

- 1.6

## 2.0 PURPOSE AND INTRODUCTION

- 2.1 This Amendment Report has been prepared and issued by National Grid under the rules and procedures specified in the Connection and Use of System Code (CUSC) as designated by the Secretary of State.
- 2.2 Further to the submission of Amendment Proposal CAP125 (see Annex 2) and the subsequent wider industry consultation that was undertaken by National Grid, this document is addressed and furnished to the Gas and Electricity Markets Authority ("the Authority") in order to assist them in their decision whether to implement Amendment Proposal CAP125.
- 2.3 CAP125 was proposed by National Grid and submitted to the CUSC Amendments Panel for consideration at their meeting on 29<sup>th</sup> September 2006 and the Amendments Panel determined that CAP125 was appropriate to proceed to wider industry consultation by National Grid.
- 2.4 This document outlines the nature of the CUSC changes that are proposed. It incorporates National Grid's recommendations to the Authority concerning the Amendment. Copies of all representations received in response to the consultation have been also been included and a 'summary' of the

representations received is also provided. Copies of each of the responses to the consultation are included as Annex 3 to this document.

- 2.5 This Amendment Report has been prepared in accordance with the terms of the CUSC. An electronic copy can be found on the National Grid website, at [www.nationalgrid.com/uk/Electricity/Codes/](http://www.nationalgrid.com/uk/Electricity/Codes/).

### **3.0 PROPOSED AMENDMENT**

- 3.1 CAP125 proposes to remove certain provisions in the CUSC relating to the French Interconnector. Historically, this was part of National Grid Electricity Transmission plc (“NGET”, or “The Company” in the CUSC), but on 14<sup>th</sup> August 2006 it was transferred to a separate legal entity, National Grid Interconnectors Ltd (“NGIL”), as part of the process of interconnector licensing. National Grid believes it is now appropriate to amend the CUSC to reflect the consequential effects of this separation on the CUSC obligations relating the roles of Interconnector Error Administration and Interconnector Owner.
- 3.2 The Energy Act 2004 amended the Electricity Act 1989 to make unauthorised participation in the operation of an electricity interconnector a prohibited activity. It also defines this activity and enables the Secretary of State, or where relevant the Authority, to authorise the activity by either a licence or exemption. The relevant provisions were brought into force on 14<sup>th</sup> August 2006 by the Energy Act 2004 (Commencement No. 7) Order 2006 (Statutory Instrument 2006 No. 1964 (C. 66)).
- 3.3 These provisions also prevent an electricity interconnector licence being issued to the holder of any other type of licence under the Electricity Act 1989. Accordingly, NGET, as the holder of a transmission licence, transferred the French Interconnector to NGIL on 14<sup>th</sup> August 2006. NGIL is a separate legal entity, and is the holder of an electricity interconnector licence.
- 3.4 Section 9.19 of the CUSC states “where the Interconnector Error Administrator is The Company or Interconnectors Business, the User for the purposes of this Part II will be The Company”. “Interconnectors Business” is defined as “the business of The Company or any Affiliate or Relating Undertaking in the ownership and/or operation of any Interconnector”, where the definition of “Affiliate” includes “any subsidiary of a holding company of The Company”. Therefore, the definition of “Interconnectors Business” could include NGIL, and the User for the purposes of Section 9, Part II would default back to NGET, contrary to the objectives of the separation process (which were to make the operation of an Interconnector a separate licensable activity from any other licensed activity, such as transmission).
- 3.5 CAP125 therefore proposes to remove the reference to “Interconnectors Business” from section 9.19, and indeed to delete “Interconnectors Business” as a defined term. This will allow for an affiliated business of NGET (such as NGIL) to assume the obligations related to interconnector operation, without such obligations defaulting back to NGET.
- 3.6 There is, however, a requirement to retain the remainder of the clause (which would then read “where the Interconnector Error Administrator is The Company, the User for the purposes of this Part II will be The Company”), as under the BSC, the Transmission Company (NGET) can potentially become the Interconnector Error Administrator “of last resort” for any directly connected interconnector. Retaining the remainder of this clause would

therefore make clear that, in such a circumstance, NGET would assume the obligations related to Interconnector Error Administration as detailed in Part II of Section 9 of the CUSC.

- 3.7 In addition CAP125 proposes to remove references in Section 9 to “Existing Contractual Arrangements”, and to delete this as a defined term. Following the completion of the separation process there is now a full contractual relationship between NGET and NGIL, as there would be between NGET and any other User. Therefore references in the CUSC to the contractual arrangements governing the interconnector itself are no longer relevant, and can thus be removed.

#### **4.0 ASSESSMENT AGAINST APPLICABLE CUSC OBJECTIVES**

- 4.1 CAP125 would better facilitate the CUSC Objective;

*b) facilitating effective competition in generation and supply of electricity and facilitating such competition in the sale, distribution and purchase of electricity.*

- 4.2 National Grid believes that CAP125 would remove any potential ambiguity regarding the treatment of the French Interconnector as compared to any other User, and would therefore better facilitate the achievement of objective (b).

#### **5.0 PROPOSED IMPLEMENTATION**

- 5.1 National Grid proposes CAP125 should be implemented 10 Business Days after an Authority decision because it has limited impact upon CUSC parties. In accordance with paragraph 8.19.3(b) of the CUSC, views were invited on this proposed implementation date.
- 5.2 No respondents to the CAP125 consultation expressed a view on the proposed implementation date. There is, therefore, no disparity between the view of the Industry and that of National Grid.

#### **6.0 IMPACT ON THE CUSC**

- 6.1 CAP125 requires amendments to Section 9 (Interconnectors) and Section 11 (Interpretation and Definitions) of the CUSC.
- 6.2 The text required to give effect to the Proposal is contained in Annex 1 of this document.

#### **7.0 IMPACT ON CUSC PARTIES**

- 7.1 CAP125 has limited impact upon CUSC parties as the proposed amendment aims to prevent any potential ambiguity now and in the future for interconnectors due to the new interconnector licensing arrangements.

#### **8.0 IMPACT ON INDUSTRY DOCUMENTS**

##### **Impact on Core Industry Documents**

- 8.1 CAP125 has no impact upon Core Industry Documents.

**Impact on other Industry Documents**

8.2 CAP125 has no impact upon other Industry Documents.

**9.0 IMPACT ON INDUSTRY COMPUTER SYSTEMS OR PROCESSES**

9.1 CAP125 has no impact upon on Industry Computer Systems or Processes.

**10.0 VIEWS AND REPRESENTATIONS**

10.1 This Section contains a summary of the views and representations made by consultees during the consultation period in respect of the Proposed Amendment.

**Views of Panel Members**

10.2 No views or representations were made by Panel Members in their capacity as Panel Members during the Consultation.

**View of Core Industry Document Owners**

10.3 No views or representations were made by Core Industry Document Owners

**Responses to Consultation**

10.4 The following table provides an overview of the representations received. Copies of the representations are attached as Annex 3.

Reference	Company	Supportive	Comments
CAP125-CR-01	Scottish and Southern Energy plc, for and on behalf of Southern Electric, Keadby Generation Ltd, Medway Power Ltd and SSE Energy Supply Ltd	YES	Based on the assumption that the change is 'future proof' and takes account of the other existing Interconnectors Scottish and Southern believe CAP125 does better achieve the applicable CUSC objectives and should therefore be implemented.
CAP125-CR-02	SAIC Ltd. For and on behalf of: ScottishPower's Energy Wholesale Business which includes ScottishPower Generation Ltd, ScottishPower Energy Management Ltd and CRE Energy Ltd.	YES	SAIC Ltd are supportive of CAP125
CAP125-CR-03	Centrica Energy	YES	Centrica Energy believe CAP125 does better facilitate the achievement of CUSC objective (b) by removing the ambiguity relating to Interconnector's both present and future.

**11.0 AMENDMENT PANEL RECOMMENDATION**

11.1

**12.0 NATIONAL GRID RECOMMENDATION**

12.1 National Grid believes that CAP125 would better facilitate CUSC Applicable Objective (b), the facilitation of effective competition in generation and supply of electricity by removing any potential ambiguity regarding the treatment of the French Interconnector as compared to any other User in line with the new interconnector licence separation arrangements.

**13.0 COMMENTS ON DRAFT AMENDMENT REPORT**

13.1 National Grid received 1 response following the publication of the draft Amendment Report. The following table provides an overview of each representation. Copies of the representations are attached as Annex 4.

Reference	Company	Summary of Comments
CAP125-AR-01	Scottish and Southern Energy plc, for and on behalf of Southern Electric, Keadby Generation Ltd, Medway Power Ltd and SSE Energy Supply Ltd	<p>Two comments were received and the Amendment Report has been updated to reflect the comments.</p> <ol style="list-style-type: none"> <li>1. Correction of a typo in section 10.4, CAP125-CR-03 comments column to replace “relating ti” with “relating to”</li> <li>2. Additional comments in section 10.4 CAP125-CR-01 comments column at before Scottish and Southern “Based on the assumption that the change is ‘future proof’ and takes account of the other existing Interconnectors”</li> </ol>

## ANNEX 1 – PROPOSED LEGAL TEXT TO MODIFY THE CUSC

### Text to give effect to the Proposed Amendment

Amend Section 9 of the CUSC as follows, inserting the coloured underlined text and deleting the coloured struckthrough text:

#### 9.2 CONNECTION – INTRODUCTION

This Part I deals with connection to the **GB Transmission System** by an **Interconnector Owner**. The **User** for the purposes of this Part I will therefore be the **Interconnector Owner**. ~~Given that the **Existing Contractual Arrangements** in respect of the **Interconnector** between England and France were not as at the **CUSC Implementation Date** governed by the **MCUSA** there is no obligation for the **Interconnector Owner** in that case to enter into Part 1 of Section 9 as at the **CUSC Implementation Date** provided always that upon termination of such **Existing Contractual Arrangements** any subsequent **Connection** to the **GB Transmission System** shall be entered into and governed by the terms of this **CUSC**.~~

#### 9.19 INTRODUCTION

This Part II deals with rights and obligations relating to use of the **GB Transmission System** by **Interconnector Users** and **Interconnector Error Administrators** ~~(whether in respect of an **Interconnector** governed by the **Existing Contractual Arrangements** or otherwise)~~. An **Interconnector Error Administrator** is deemed to be using the **GB Transmission System** because of its registered **BM Units** in respect of which it has an obligation to pay **Balancing Services Use of System Charges**. The **User** for the purposes of this Part II will therefore be an **Interconnector User** and/or an **Interconnector Error Administrator**. Where the **Interconnector Error Administrator** is **The Company** ~~or **Interconnectors Business**~~, the **User** for the purposes of this Part II will be **The Company**.

#### 9.23 TERMINATION AND RELATED PROVISIONS

9.23.1 A **User** may terminate its use of the **GB Transmission System** by giving **The Company** a **Use of System Termination Notice** not less than 28 days prior to such termination of use and the right to use the **GB Transmission System** shall cease upon the termination date in the **Use of System Termination Notice**.

9.23.2.1 Use shall cease forthwith upon:

- (a) There ceasing to be a **Bilateral Connection Agreement** ~~or termination of the **Existing Contractual Arrangements**~~ for the **Connection Site** of the relevant **Interconnector**;
- (b) disconnection of the **Connection Site** of the relevant **Interconnector** pursuant to Section 5 ~~or, in the case of the French~~

~~Interconnector, pursuant to the Existing Contractual Arrangements;~~

- (c) an **Event of Default** by the **User** as provided for in Section 5.
- 9.23.2.2 Use shall be suspended for the period of any **Deenergisation** of the **Connection Site** of the relevant **Interconnector** pursuant to the **CUSC**, ~~or in the case of the French Interconnector, the Existing Contractual Arrangements.~~
- 9.23.3 Prior to termination by a **User** under Paragraph 9.23.1 above, the **User** shall pay to **The Company** all **Balancing Services Use of System Charges** payable by the **User** in respect of the **Financial Year** in which the cessation takes place.
- 9.23.4 Termination of use under this Paragraph 9.23 shall not relieve a **User** of its obligation under 9.22 to pay any outstanding **Balancing Services use of System Charges** in respect of any **Settlement Day** for which the **Payment Date** fell after the date of the termination of use.
- ~~9.23.5 The right of **The Company** to request the **Interconnector Owner** to cease or procure the cessation of the transfer of power across the relevant **Interconnector** as provided for in Paragraph 9.17 and Section 5 of the **CUSC** is subject, in the case of the French **Interconnector**, to the **Existing Contractual Arrangements** providing for this.~~

Amend Section 11 of the CUSC as follows, inserting the coloured underlined text and deleting the coloured struckthrough text:

- “Existing Contractual Arrangements”** ~~shall mean in the case of the **Interconnector** between England and France existing as at the **CUSC Implementation Date** the Interconnector Framework Agreement made between **NGC** and **R.T.E.** dated 11 December 2000 as amended from time to time, the Operating Agreement known as the “Procedures for Operation of the Cross Channel Link Pink Version or Version Rose” dated 3 April 1989 as amended from time to time and the Protocol between **CEGB** and **Electricité de France** dated 16 June 1981 and in the case of the **Interconnector** between England and Scotland existing as at the **CUSC Implementation Date** the Use of Interconnector Agreement (Scotland) 1991 made between **NGC** and **Scottish Power** and **Scottish Hydro Electric** plc dated 30 April 1991 as amended from time to time and the **British Grid Systems Agreement**;~~
- “Interconnectors Business”** ~~the business of **The Company** or any **Affiliate** or **Related Undertaking** in the ownership and/or operation of any **Interconnector**;~~

**“Separate Business”**

~~each of the~~ **Transmission and Interconnectors Businesses** taken separately from ~~one another and from~~ any other business of **The Company**, but so that where all or any part of such business is carried out by an **Affiliate** or **Related Undertaking** of **The Company** such part of the business as is carried out by that **Affiliate** or **Related Undertaking** shall be consolidated with any other such business of **The Company** (and of any other **Affiliate** or **Related Undertaking**) so as to form a single **Separate Business**;

**ANNEX 2 – AMENDMENT PROPOSAL FORM**

<b>CUSC Amendment Proposal Form</b>	<b>CAP: 125</b>
<b>Title of Amendment Proposal:</b>	
<i>Revisions Resulting from Interconnector Separation</i>	
<b>Description of the Proposed Amendment</b> (mandatory by proposer):	
<p>The amendment proposes to remove certain provisions in the CUSC relating to the French Interconnector. Historically, this was part of National Grid Electricity Transmission plc (“NGET” or “The Company”), but on 14<sup>th</sup> August 2006 was transferred to a separate legal entity, National Grid Interconnectors Ltd (“NGIL”), as part of the process of interconnector licensing. It is now appropriate to amend the CUSC to reflect the consequential effects of this separation on the CUSC obligations relating to the roles of Interconnector Error Administrator and Interconnector Owner.</p>	
<b>Description of Issue or Defect that Proposed Amendment seeks to Address</b> (mandatory by proposer):	
<p><i>Section 9.19 of the CUSC states that “Where the Interconnector Error Administrator is The Company or Interconnectors Business, the User for the purposes of this Part II will be The Company”. “Interconnectors Business” is defined as “the business of The Company or any Affiliate or Relating Undertaking in the ownership and/or operation of any Interconnector”, where the definition of “Affiliate” includes “any subsidiary of a holding company of The Company”. Therefore, the definition of “Interconnectors Business” could include NGIL, and the User for the purposes of Section 9, Part II would default back to NGET, contrary to the objectives of the separation process (which were to make the operation of an Interconnector a separate licensable activity from any other licensed activity, such as transmission). It is therefore proposed to remove the reference to “Interconnectors Business” from section 9.19, and indeed to delete it as a defined term.</i></p> <p><i>The proposed amendment also seeks to remove references to “Existing Contractual Arrangements” that are redundant now that NGIL has assumed NGET’s responsibilities with regards to the French Interconnector.</i></p>	
<b>Impact on the CUSC</b> (this should be given where possible):	
<p>Revisions to sections 9.2, 9.19 and 9.23 of the CUSC will be required to remove the references to “Interconnectors Business” and “Existing Contractual Arrangements”.</p> <p>The definitions of “Interconnectors Business” and “Existing Contractual Arrangements” will be deleted from Section 11, and the definition of “Separate Business” will be revised.</p> <p>The proposed Legal text to modify the CUSC is detailed in the appendix, comprising the insertion of the coloured underlined text and the deletion of the coloured struckthrough text.</p>	
<b>Impact on Core Industry Documentation</b> (this should be given where possible):	
None anticipated.	
<b>Impact on Computer Systems and Processes used by CUSC Parties</b> (this should be given where possible):	
None anticipated.	

<p><b>Details of any Related Modifications to Other Industry Codes</b> (<i>where known</i>):</p> <p>N/A</p>
<p><b>Justification for Proposed Amendment with Reference to Applicable CUSC Objectives**</b> (mandatory by proposer):</p> <p><i>Interconnector licensing and separation means that the French Interconnector can now be treated in the CUSC as any other User. Consequently National Grid believes removing any potential ambiguity in this area from the CUSC would therefore better facilitate the achievement of applicable CUSC objective (b), (the facilitation of effective competition in the generation and supply of electricity).</i></p>

<p><b>Details of Proposer:</b> Organisation's Name:</p>	National Grid
<p><i>Capacity in which the Amendment is being proposed:</i> (i.e. CUSC Party, BSC Party or "energywatch")</p>	CUSC Party
<p><b>Details of Proposer's Representative:</b> Name: Organisation: Telephone Number: Email Address:</p>	<p><i>Andrew Truswell</i> <i>National Grid Company plc</i> <i>01926 656388</i> <a href="mailto:andrew.truswell@uk.ngrid.com">andrew.truswell@uk.ngrid.com</a></p>
<p><b>Details of Representative's Alternate:</b> Name: Organisation: Telephone Number: Email Address:</p>	<p><i>Emma Carr</i> <i>National Grid Company plc</i> <i>01926 655843</i> <a href="mailto:emma.j.carr@uk.ngrid.com">emma.j.carr@uk.ngrid.com</a></p>
<p><b>Attachments (Yes/No):</b> Yes <b>If Yes, Title and No. of pages of each Attachment:</b> Indicative Draft Legal Text for Sections 9 and 11 of the CUSC (3 pages)</p>	

**Notes:**

- Those wishing to propose an Amendment to the CUSC should do so by filling in this "Amendment Proposal Form" that is based on the provisions contained in Section 8.15 of the CUSC. The form seeks to ascertain details about the Amendment Proposal so that the Amendments Panel can determine more clearly whether the proposal should be considered by a Working Group or go straight to wider National Grid Consultation.
- The Panel Secretary will check that the form has been completed, in accordance with the requirements of the CUSC, prior to submitting it to the Panel. If the Panel Secretary accepts the Amendment Proposal form as complete, then he will write back to the Proposer informing him of the reference number for the Amendment Proposal and the date on which the Proposal will be considered by the Panel. If, in the opinion of the Panel Secretary, the form fails to provide the information required in the CUSC, then he may reject the Proposal. The Panel Secretary will inform the Proposer of the rejection and report the matter to the Panel at their next meeting. The Panel can reverse the Panel Secretary's decision and if this happens the Panel Secretary will inform the Proposer.

The completed form should be returned to:

Beverley Viney  
Panel Secretary

Commercial Frameworks  
National Grid Electricity Transmission plc  
National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick, CV34 6DA  
Or via e-mail to: [Beverley.Viney@uk.ngrid.com](mailto:Beverley.Viney@uk.ngrid.com)

(Participants submitting this form by email will need to send a statement to the effect that the proposer acknowledges that on acceptance of the proposal for consideration by the Amendments Panel, a proposer which is not a CUSC Party shall grant a licence in accordance with Paragraph 8.15.7 of the CUSC. A Proposer that is a CUSC Party shall be deemed to have granted this Licence).

3. Applicable CUSC Objectives\*\* - These are defined within the National Grid Company Transmission Licence under Section C10, paragraph 1. Reference should be made to this section when considering a proposed amendment.

**ANNEX 3 – REPRESENTATIONS RECEIVED DURING CONSULTATION**

This Annex includes copies of any representations received following circulation of the Consultation Document (circulated on 6<sup>th</sup> October 2006, requesting comments by close of business on 3<sup>rd</sup> November 2006)

Representations were received from the following parties:

No.	Company	File Number
1	Scottish and Southern Energy plc	CAP125-CR-01
2	SAIC Ltd	CAP125-CR-02
3	Centrica Energy	CAP125-CR-03

<b>Reference</b>	CAP125-CR-01
<b>Company</b>	Scottish and Southern Energy plc

Dear Sirs,

This response is sent on behalf of Scottish and Southern Energy, Southern Electric, Keadby Generation Ltd., Medway Power Ltd., and SSE Energy Supply Ltd.

In relation to the consultation concerning the report associated with CUSC Amendment Proposal CAP 125 "Revisions Resulting from Interconnector Separation" (contained within your note of 6th October 2006) and based on the assumption that this change (a) is 'future proof' (i.e. it will also cover future anticipated Interconnectors to Norway, Holland etc.,) and (b) takes account of the other existing Interconnectors (such as Moyle and the Isle of Man) then we believe that this CUSC Amendment Proposal CAP125 does better achieve the applicable CUSC objectives and should therefore be implemented.

Regards

Garth Graham  
Scottish and Southern Energy plc

<b>Reference</b>	CAP125-CR-02
<b>Company</b>	SAIC Ltd



**Science Applications  
International Corporation**

*An Employee-Owned Company*

**Ref** CAP125

**Date** 2<sup>nd</sup> November 2006

Beverley Viney  
Amendments Panel Secretary  
Electricity Codes  
National Grid  
National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick  
CV34 6DA

**Tel No.** 01355 845208

**Email:**  
[ukelectricityspoc@saic.com](mailto:ukelectricityspoc@saic.com)

Dear Beverley,

**CUSC Amendment Proposal CAP125, Revisions Resulting from Interconnector Separation**

Thank you for the opportunity to comment on the Consultation for CUSC Amendment Proposal CAP125 regarding Revisions Resulting from Interconnector Separation. This response is submitted on behalf of ScottishPower's Energy Wholesale Business which includes ScottishPower Generation Ltd, ScottishPower Energy Management Ltd and CRE Energy Ltd.

In reviewing this Proposal, we have noted that this change will result in the Interconnector Owner and Error Administrator obligations being assigned to the correct responsible party. As such, we support this change.

Yours sincerely

**Gary Henderson**

SAIC Ltd.

For and on behalf of: ScottishPower's Energy Wholesale Business which includes ScottishPower Generation Ltd, ScottishPower Energy Management Ltd and CRE Energy Ltd.

<b>Reference</b>	CAP125-CR-03
<b>Company</b>	Centrica Energy



Beverley Viney  
Amendments Panel Secretary  
Electricity Codes  
National Grid  
National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick  
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Centrica Energy  
Millstream East,  
Maidenhead Road,  
Windsor,  
Berkshire SL4 5GD

Tel. (01753) 431000  
Fax (01753) 431150  
[www.centrica.com](http://www.centrica.com)

Our Ref.  
Your Ref.  
03 November 2006

Dear Beverley,

**CUSC Amendment Proposal P125 – Consultation Response**

Centrica welcomes this opportunity to comment on this Amendment Proposal.

We agree with NGET that this proposal better facilitates the achievement of Objective (b) by removing the ambiguity relating to Interconnectors both present and future.

If you have any queries in relation to this response, please do not hesitate to contact me.

Best regards,

Dave Wilkerson  
Centrica Energy

T: 01753 431157  
M: 07789 572724  
E: [dave.wilkerson@centrica.co.uk](mailto:dave.wilkerson@centrica.co.uk)

**A *centrica* business**

Centrica plc - The group includes British Gas Trading, British Gas Services and Accord Energy  
Registered in England No.3033654. Registered Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD

## ANNEX 4 – REPRESENTATIONS RECEIVED UPON THE DRAFT AMENDMENT REPORT

This Annex includes copies of any representations received following circulation of the Draft Amendment Report (circulated on 8<sup>th</sup> November 2006, requesting comments by close of business on 15<sup>th</sup> November 2006).

Representations were received from the following parties:

No.	Company	File Number
1	Scottish and Southern Energy plc	CAP125-AR-01

<b>Reference</b>	CAP125 AR-1
<b>Company</b>	Scottish and Southern Energy plc

**From:** Garth.Graham@scottish-southern.co.uk [mailto:Garth.Graham@scottish-southern.co.uk]  
**Sent:** Thursday, November 09, 2006 5:28 PM  
**To:** Viney, Beverley  
**Subject:** Re: Draft Amendment Reports CAP125, CAP129 and CAP130

Beverley,

Reference the CAP125 report two matters.

The first is a typo in the fifth line of the 'Centrica' comments column "relating ti" - should it be "relating to"?

The second is more substantial. Would it be possible to include my comments along the lines of revising the start of what's in the comments column - "Based on the assumption that the change is 'future proof' and takes account of the other existing Interconnectors Scottish and Southern believe...."

Regards

Garth