

Workgroup Consultation Response Proforma**GC0148: Implementation of EU Emergency and Restoration Code Phase II**

Industry parties are invited to respond to this consultation expressing their views and supplying the rationale for those views, particularly in respect of any specific questions detailed below.

Please send your responses to grid.code@nationalgrideso.com by **5pm on 27 April 2022**. Please note that any responses received after the deadline or sent to a different email address may not receive due consideration.

If you have any queries on the content of this consultation, please contact Sally Musaka sally.musaka@nationalgrideso.com or grid.code@nationalgrideso.com.

Respondent details	Please enter your details
Respondent name:	Alan Creighton
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I wish my response to be:

(Please mark the relevant box)

☒ Non-Confidential☐ Confidential

Note: A confidential response will be disclosed to the Authority in full but, unless agreed otherwise, will not be shared with the Panel or the industry and may therefore not influence the debate to the same extent as a non-confidential response.

For reference the Applicable Grid Code Objectives are:

- a) To permit the development, maintenance and operation of an efficient, coordinated and economical system for the transmission of electricity
- b) Facilitating effective competition in the generation and supply of electricity (and without limiting the foregoing, to facilitate the national electricity transmission system being made available to persons authorised to supply or generate electricity on terms which neither prevent nor restrict competition in the supply or generation of electricity);
- c) Subject to sub-paragraphs (i) and (ii), to promote the security and efficiency of the electricity generation, transmission and distribution systems in the national electricity transmission system operator area taken as a whole;
- d) To efficiently discharge the obligations imposed upon the licensee by this license and to comply with the Electricity Regulation and any relevant legally binding decisions of the European Commission and/or the Agency; and
- e) To promote efficiency in the implementation and administration of the Grid Code arrangements

Please express your views in the right-hand side of the table below, including your rationale.

Standard Workgroup Consultation questions		
1	Do you believe that the Original Proposal better facilitates the Applicable Objectives?	<p>Mark the Objectives which you believe the Original Solution better facilitates:</p> <p>Original <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input checked="" type="checkbox"/> D <input type="checkbox"/> E</p> <p>Code Objective A: The modification will help ensure arrangements are in place so that the GB electricity system can be recovered in the event of a total or partial shutdown by requiring relevant parties to plan for such an event and ensure that they have processes, systems and equipment so that those plans can be implemented.</p> <p>Code Objective C: As per Code Objective A.</p> <p>Code Objective D: The modification will help to ensure that the requirements of the Emergency and Restoration Network Code are properly reflected in the Grid Code and complied with by the relevant parties.</p>
2	Do you support the proposed implementation approach?	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We support the implementation approach for those changes that are required to implement the Emergency and Restoration Network Code, but we do not agree with the implementation approach in relation to Distributed Restart – see our response to question 5.</p>
3	Do you have any other comments?	<p>We have provided marked up versions of the following documents which form an integral part of our consultation Response:</p> <ul style="list-style-type: none"> • Annex 4 System Defence Plan • Annex 5 System Restoration Plan • Annex 6 Test Plan • Annex 8 Legal text for critical tools and facilities • Annex 9 Legal text for Storage operation under low system frequencies • Annex 10 Control Telephony Standard • Annex 11 Legal text for Distributed Restart <p>In addition to the detailed comments embedded within the Annex 11 Legal text for Distributed Restart document, we would like to make the following points:</p> <ul style="list-style-type: none"> • The draft Grid Code text is too prescriptive about how a Distributed Restoration Zone (DRZ) would be used in earnest given that DRZs are still being developed as part of the ongoing trial and will inevitably be the subject of more discussion in GC0156. From an operational perspective, we are

	<p>concerned that the proposal whereby NGESO and DNO are both involved in establishing the need for a DRZ, contracting for services and operation of the Distributed Restoration Zone Plan (DRZP) in the event of a shutdown, could simply be too complicated. For example, there is a lot of interaction between the three (four if NGET assets are in scope) parties e.g. NGESO instruct the DNO to instruct the Anchor Plant generator to energise a DRZ. It would be simpler and less confusing if, for example, NGESO just provided an instruction to the DNO to activate the DRZP and advise them when it was up and running. We understand that there is thinking that the proposed arrangements should be reviewed when there is further experience and that, for example, the DNO (as a DSO) may take the dominant role, but in the interim we feel that codifying to the proposed level of prescription could be overly restrictive. Further clarity may emerge in GC0156.</p> <ul style="list-style-type: none">• We are concerned that the proposal for 'expanding' DRZs once they have been successfully established as part of the wider restoration process, outside the defined scope of Local Joint Restoration Plans (LJRPs) and DRZPs, to restore the total system, needs further consideration and clarification. It is important that the scope of the DRZ and DRZP is clear. The definition of Power Island and how they can be formed and managed need to be clear; perhaps it is intended to provide further clarification in GC0156.• The draft Grid Code indicates that a DRZ may well include transmission assets (e.g. NGET assets) as well as distribution assets. Whilst this may be reasonable in some applications, further thinking is required and probably further engagement with transmission asset owners (e.g. NGET) during the development, construction, testing and operation of a DRZ. For example, the DRZC may need to interact with NGET assets. If this is intended, such involvement of the transmission asset owners is not sufficiently incorporated in the current legal text drafting.• As drafted a LJRP should be independent of a DRZP. We agree that only one plan could be activated at any one time; however it is not clear why a DRZP and a LJRP couldn't be in place for
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		the same part of the network. Our existing LJRP include a significant number of GSPs, so requiring independence between a LJRP and DRZP would restrict the number of potential DRZP. In a black start scenario having a wider range of options that can be implemented is probably beneficial.
4	Do you wish to raise a Workgroup Consultation Alternative Request for the Workgroup to consider?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Click or tap here to enter text.

Specific Workgroup Consultation questions- GC0148

5	Do you think it is appropriate to include the Distributed Restart amendments within this modification bearing in mind such proposals would fall under the EU Emergency and Restoration Code, or do you think that the Distributed Restart legal text should be transferred to GC0156, so that it can be finalised in the context of the ERSR requirements? Please provide a rationale for your response.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No There has been significant work carried out by the proposer and the workgroup developing the legal text to implement Distributed Restart, and it is important that this work is not lost. However it is inevitable that further refinement of the GC0148 distributed restart legal text will be required to implement the Electricity System Restoration Standard (ESRS) via GC0156. The timelines for GC0148 and GC0156 are similar and developing the same legal text in two workgroups working to similar timescales is likely to cause logistical problems keeping the drafting in both modifications aligned. There is no requirement to have Distributed Restart to implement the Emergency and Restoration EU Network Code, and it would therefore be reasonable to transfer the current Distributed Restart related legal text developed by GC0148 to GC0156 so that it can be further refined and finalised once the ESRS requirements have been better defined in GC0156.
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6a	<p>The DR legal text has been drafted on the basis that i) there will be a Connection Agreement with the DNO that binds an embedded RSP to the DCode and ii) a Tripartite Agreement that binds the embedded RSP to the relevant parts of the GCode and DCode. Do you see any difficulties with this proposed contractual arrangement?</p>	<div data-bbox="627 183 1450 459"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <div data-bbox="627 470 1450 2027"> <p>The proposed contractual relationship is:</p> <ul style="list-style-type: none"> • The Restoration Service Provider would be bound to the DCode by their Connection Agreement with the DNO • The Restoration Service Provider would be bound to parts of the GCode by the Tripartite Agreement with the DNO and NGESO <p>Hence, unless the GCode and DCode obligations are identical and fully aligned with the Tripartite Agreement, there could be conflict / confusion. It is unclear how such potential conflict would be managed and the uncertainty for Restoration Service Providers reduced, other than by ensuring alignment in all aspects of the GCode, DCode and the Tripartite Agreement, which could be difficult if only because of the slightly different terminology used in the codes. An alternative may be to only make a passing reference to DR in the DCode and point to the GCode. We can, however, see that this wouldn't mirror the way in which LJRP's are dealt with in the DCode, and that if, post 2026, DSOs took the lead DR role, then the DCode would need to be modified again. This may be worth further discussion in the working group.</p> <p>The Tripartite Agreement, together with the Grid Code need to be very clear as to which party is responsible for each aspect of the DRZP design and operation. As drafted we see some potential for confusion and conflict in the roles and responsibilities of the various parties. There is an implied hierarchy in the arrangements (NGESO at the top and the Anchor Plant Owner at the bottom) and there may be benefit in making the Anchor Generator an equal party to the arrangements.</p> <p>There may also be advantages if all the technical and procedural requirements are include in the GCode / DCode such that the contracts only contained commercial aspects.</p> <p>We can see that such tripartite contractual arrangements may be an initial solution, whilst the various roles and</p> </div>
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		responsibilities are evolving, but we are not convinced that these arrangements are suitable in the longer term.
6b	The DR legal text has been drafted on the basis that NGESO will lead on the procurement of RSs. This is one of the three implementation methods developed in the Distributed Restart project as described in section / annex 11 of this consultation. Do you agree that this is the most appropriate way to implement Distributed Restart, or should one of the alternative approaches be developed? Please provide a rationale for your response	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We agree that this is a sensible approach at the moment, although we do have a concern that the proposals are too complex. We also agree with the proposal in the Distributed Restart Procurement and Compliance December 2021 report, published by the Distributed Restart project team, that it would make sense to review this position if there are material changes in the associated commercial landscape, for example as the DSO role evolves and there larger numbers potential Anchor Generators or other Restoration Service Providers contracting with DNOs for DNO flexibility. Reviewing these arrangements around 2026, as suggested in the Distributed Restart project report, seems reasonable.</p> <p>We also see a linkage with GC0117, which may see the large generator threshold in England and Wales reduced to 10MW, which would mean most potential Anchor Generators would be a CUSC party and have a contractual agreement with NGESO ie similar to current black start power stations.</p>
7	Do you believe Distribution Network Operators, Significant Grid Users, Defence Service Providers and Restoration Service Providers have adequate resilience of their critical tools and facilities as detailed in	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>There is no information in the workgroup consultation to enable us to form a view of whether the various parties mentioned do or do not currently have adequate resilience of any critical tools and facilities, therefore we cannot respond on this point. We can confirm that Northern Powergrid do already / will comply with the requirements of EU NCER Article 42(1)(2) and (5) as codified in the proposed Grid Code legal text in Annex 8.</p>

	<p>EU NCER Article 42(1)(2) and (5) as drafted in the legal text in Annex 8 Please provide your rationale.</p> <p>Do you believe that the NCER requirements have been correctly interpreted in the proposed legal text?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We believe that the Emergency and Restoration EU Network Code requirements have been correctly interpreted in the proposed legal text.</p>
8	<p>Do you believe it is appropriate to have a mains independence minimum resilience period of 24 hours as required by the NCER or 72 hours as is generally standard in GB for existing black start purposes and is being proposed as part of the ESRS work?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Whilst the Emergency and Restoration Network Code only requires critical tools and facilities to have a resilience of 24 hours, if the GB restoration plans require 72 hour resilience it seems reasonable that this requirement should be codified. This is already a requirement (set out in the Control Telephony Relevant Electrical Standard) for some critical systems. Further thinking is required to align with the 120 hour timescales for full demand restoration in ESRS.</p>
9	<p>Do you believe the approach proposed of introducing non-CUSC parties under the framework of the NCER (i.e. non-CUSC parties who have a contract with the ESO as defence service providers and/or restoration service providers) is an appropriate solution going forward? If not please explain why you believe this is the case.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We agree with the approach, to include non-CUSC parties as being defence/restoration service providers where they provide defence/restoration services to NGESO and bind them to the Grid Code via a Bilateral Agreement with NGESO, seems reasonable.</p>

10	Do you have any comments on the draft distributed restart contracts in Annex 15?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <p>We have not reviewed these documents. These documents have not been discussed in the GC0148 workgroup and it is unclear why they have been included in the GC0148 consultation documentation, particularly as commercial contracts do not come under Grid Code governance. It is important that the technical requirements in the draft contracts align with the final version of the revised Grid Code and Distribution Code and we think it would be more appropriate that these drafts are reviewed once the final legal text is approved by Ofgem. We also understand that the EU Emergency and Restoration Code sets out some of the technical requirements for restoration service providers and that some of the terms and conditions for restoration service may need to be approved by Ofgem. Further clarity is required to clarify which terms of the contract can be varied by the parties to that agreement and which are fixed and / or need Ofgem approval. For those aspects that are negotiable we will review the contracts and agree appropriate changes as part of contract negotiations with NGESO and the restoration service provider. Alternatively if the intention is that these contracts are to be standard documents that are not subject to individual contract negotiation then they need to be properly consulted upon with all relevant stakeholders and be subject to proper governance – probably by including them as CUSC exhibits.</p>
11	Do you have any comments on the notification letters in Annex 7?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <p>Click or tap here to enter text.</p>