

# Final Modification Report No.16

## Introduction of Kilroot Exit Point, provisions for Network Exit Agreements and associated changes

6<sup>th</sup> April 2023

The Transporter has prepared this Final Modification Report No.16 in accordance with section A8 of the Code Modification Rules.

### **A Description of the nature and purpose of the modification**

EPNIE is converting Kilroot Power Station to run on natural gas. BGTL has agreed a Connection Agreement, which will result in the construction of a new Exit Point from the NI Gas Transmission Network, and is in the process of agreeing the terms of a Network Exit Agreement (NExA) with the power station operator to govern the ongoing operation of the Exit Point.

This proposal is therefore being made to support and enable the introduction of the new Power Station Exit Point at Kilroot into the NI Network Code. In addition, it:

- (i) introduces the concept of a NExA and sets out the items which shall be included in this and any subsequent NExAs entered into by the Transporter;
- (ii) provides for commissioning arrangements for this and any future new Exit Points, including by modifying the Exit Capacity Ratchet rules in section 3, such that a ratchet would only take effect from the start of any month in which any commissioning or testing activity takes place;
- (iii) provides for the inclusion of Kilroot Power Station into the backstop rotating arrangements (the “flip flop”) for taking Power Stations off gas supply in the event of an emergency where requests for revised nominations from SONI have been requested but not received;
- (iv) clarifies and brings up to date relevant standards for measurement equipment in relation to Exit Points; and
- (v) clarifies and brings up to date relevant maintenance provisions including arrangements for scheduling and carrying out in-line inspections.

### **B How the modification better facilitates the relevant objective**

The Relevant Objective, (condition 2.4 of the Transporter Licences) will be better facilitated by the NI Network Gas Transmission Code as a result of the proposed changes. They will enable the introduction of arrangements to bring the new gas-fired power station into operation, clarify the treatment of commissioning arrangements and emergency arrangements, and update certain gas flow measurement requirements. Hence the changes will support the continued economic and efficient operation of the NI Gas Transmission Network.

### **C The clauses of the NI Network Gas Transmission Code that require amendment**

On implementation, this Proposed Modification would amend text in sections 1, 3, 6, 10, 13, 14, 15, Appendix 2 and Appendix 4. Please see section I for more information.

**D Impact on the networks of the Designated Pipeline Operators, Adjacent Transporters and/or relevant agreements in respect of the NI Network:**

The Transporter has considered the impacts the modification may have and concluded as follows:

***Operation of the networks of the Designated Pipeline Operators (DPOs)***

Low Impact. It should be noted that the introduction of the new Exit Point will mean that there will be an increase in demand for capacity, but the Transporter has been engaged with the engineering design and construction of the Exit Point and the consequences for capacity for the market have been flagged to industry via the Ten Year Gas Capacity Statement.

***Adjacent Transporters & Relevant NI Agreements***

No impacts on adjacent transporters are anticipated. The changes being implemented include a new Network Exit Agreement between the Transporter and the power station operator, and the proposed Code changes set out, in effect, a template for the contents of any future Network Exit Agreement for transparency and such that consistent provisions would be applied by the Transporter.

**E Third Party Representations**

Two responses were received. The key points raised and where appropriate, the Transporters' consideration of those points, are set out below.

**Preferential Treatment and Distortive Effects**

One respondent raised concerns that the proposed modification could be viewed as providing preferential access to a short-term exit product. Whilst short-term products would be welcome, the respondent queries why it would be limited to new Exit Points for commissioning. The Transporter does not consider that the Proposed Modification introduces a specific new short-term capacity product but notes that a Shipper can currently apply for and be allocated Exit Capacity for the remaining months in the Gas Year, where it commences operation mid-year. It is the Transporter's view that when the ratchet rules were introduced, it was never the intention, in the case of a mid-year start date, to treat the ratchet as applying from the start of the Gas Year and the potential impact of the ratchet in this regard was overlooked.

The same respondent considers that a direct impact would be to significantly reduce the impact of the ratchet for the new entrant with the consequential impact being borne by other users, and requests quantification of this impact. The Transporter notes that ratchet charges collected during the Gas Year are included in the end of year reconciliation amounts for postalised charges. In general, the charging impact of a new Exit Point will be to reduce the unit rate of the postalised Exit Capacity charge for all Shippers, relative to the rate it would be without the new Exit Point. The accuracy of charges (relative to the required revenue recovery for the Transporters under the mutually financed, postalised charging system) depends on accuracy of Shipper forecast quantities. Charges for the current Gas Year have been set excluding any forecast of capacity charges from the new Exit Point. This means that any new capacity booking and/or ratchet charges arising in the current Gas Year would add to overall revenue recovery, and most likely (all other things being equal) lead to a redistribution of surplus revenue to Shippers through the year-end reconciliation. The change to the ratchet start date as proposed in this modification has the impact of reducing the size of this redistribution relative to the size it would be if the ratchet was applied from the start of the Gas Year. The extent of this relative reduction in 'surplus' revenue would depend on the timing of the start of commissioning for the new Exit Point. For these reasons, the Transporter does not agree that the arrangement creates costs which are to be borne by other Shippers. The Transporter considers that it would probably

lead to a redistribution to other Shippers for the Gas Year, which could be viewed as a 'windfall gain'. Should commissioning be delayed beyond the start of the next Gas Year, the Transporter would similarly expect to exclude any Exit Capacity charges from the new Exit Point (other than those forecast on the basis of information provided by the Registered Shipper at the new Exit Point).

The respondent further considers that piecemeal introduction of short-term products creates a risk of creating distortive effects between new and existing system users, and that instead, a systemic review of short-term exit capacity should be undertaken. Whilst not considering this Proposed Modification as introducing short-term products, the Transporter notes the general concern over the potential for distortive effects and agrees that these should be minimised as far as possible. The Transporter's view is that the length of time since a new gas-fired power station last commenced operation means any long-term view of equity in charging between power station Shippers is very difficult, if not impossible, to evaluate. However, it notes that before the ratchet mechanism was introduced in 2015, when capacity was sold on a point-to-point basis, there would not have been any additional charges for flowing above a booked capacity level. The Transporter also considers that not including any Transporter estimate of charges arising from the new Exit Point in forecast quantities, as described above, is the best means of minimising near-term distortive effects arising from a within-year start of commissioning. The Authority has recently published its consultation on short-term exit products, available here: <https://www.uregni.gov.uk/news-centre/consultation-short-term-exit-capacity-gas-transmission-system-northern-ireland>

## **NExA Governance**

One respondent raised a concern in relation to the introduction of NExAs, in particular that the proposed approach could reduce rather than enhance transparency of gas transmission arrangements. It perceives a risk that future amendment of NExA terms could have unintended consequences for Shippers, given their Code obligations. The respondent proposes that, to the extent necessary for a NExA to be referenced under the Code, the form of the agreement should be brought into the Code, so changes would be subject to Code Governance arrangements.

The Transporter carefully considered issues of governance before preparing this Proposed Modification. In particular, it aimed to balance the need for transparency for Shippers regarding issues which may impact them, with a pragmatic and proportionate governance approach which respects the reasonable commercial confidentiality of connected facility operators. It also needs to deal appropriately with legacy arrangements between the Transporter and downstream Connected Facility operators. The Transporter notes that any template or form of agreement to be included in the Code as the respondent suggests would be just a template as opposed to the specific terms of any individual contract and also that the key operating parameters for each specific Exit Point are provided in Appendix 4. Instead, the Transporter has endeavoured to set out (in the proposed text in section 13.9.13 of the Code) the contents of a standard form of NExA in a concise way. The Transporter's view is that inclusion of this text and the other terms proposed for section 13 will operate in such a way as to impose governance discipline over the general terms of any NExA. Notwithstanding this, the Transporter will consider publishing a full template NExA document on its website for public access and transparency.

The Transporter also observes that Exit Capacity is still subject to the provisions of the Code and the Transporter's obligations to deliver gas to Exit Points are unchanged. Therefore, the opportunity for any activity under a NExA at an Exit Point to have a material impact on Shippers at other Exit Points is minimal. This is in contrast to the position at Entry Points, where

operational considerations such as gas quality, for example, could potentially have a material impact on other Shippers. The Transporter notes that, should Network Entry Agreements for the NI Gas Transmission Network be required in future, there would be a need to consider these issues in that context, including the appropriate means of governance.

### **Need for Alternative Arrangements**

One respondent welcomes the introduction of the new Exit Point and agrees with the associated characteristics and that the introduction of the Exit Point is necessary to allow the new gas power plant to connect. However, it considers that short-term exit capacity booking arrangements are necessary to enable a power plant to carry out the commissioning and Grid Code testing which are required to connect to the electricity network. It notes that short-term exit products have been on the Authority's Forward Work Programme since 2020 but not yet completed and considers the charges arising from the Proposed Modification not to be workable for a unit undergoing long-term testing.

It also raises concerns that the proposed ratchet-based approach will delay commissioning until the start of a new Gas Year, and notes that electricity margins are currently tight and new supply is critical.

Given the Authority's call for evidence and 2016 conclusions<sup>1</sup> in relation to short-term products, the Transporter considers that the decision to proceed with the power station construction was taken in the knowledge that there was some uncertainty over whether or not daily Exit Capacity would be available at the time of its commencing operations. Whilst it is not the responsibility of the Transporter to address costs which may be unrecoverable through the electricity market, the Proposed Modification provides an improvement on the potential costs that the power station developers should have considered could be incurred at the time of the investment decision.

The respondent describes this Proposed Modification proposal as effectively allowing monthly booking of Exit Capacity. The Transporter notes that the effect of the Proposed Modification is not to offer a specific new monthly Exit Capacity product (charges for which would need to be defined in the Transporter's Licences), but to apply ratchet charges with effect from the start of the month in which capacity is first used and this subsequently applies for consecutive months in which commissioning and testing takes place. This is consistent with the concept of ratchet charges, which are existing permitted charges under the Transporter's Licences and are designed to ensure that Exit Capacity bookings are paid for at the peak annual level at which Exit Capacity is used. This design is in part to underpin the stability of the postalised charging arrangements, consistent with the mutually financed position of the MEL Transporters. As noted above, this Proposed Modification aims to move the start date of the ratchet application to the start of the month within which capacity is first used (consistent with the concept that a requirement for capacity may start within a Gas Year and the terms for booking capacity from a mid-year date under the Code 3.3.3(d)).

The respondent highlights that it previously requested special conveyance charges (which were refused by BGTL) and that it has also proposed its own modification which aims to allow for the booking of daily gas exit capacity for commissioning purposes only. As an alternative to either of those options, it requests changes to this Proposed Modification to extend the ratchet proposal to apply on a daily basis, rather than monthly.

In relation to these three possibilities:

---

<sup>1</sup> <https://www.uregni.gov.uk/publications/exit-review-call-evidence-conclusions>

- a. the reasons for rejection of the request to provide special conveyance charges were set out in a letter from BGTL to the respondent;
- b. the Transporter has issued the respondent's Proposed Modification to its normal circulation of interested parties on 29<sup>th</sup> March 2023 and is due to publish the Initial Modification Report for consultation by 2<sup>nd</sup> May 2023. It also notes that any new daily capacity product (even if only for commissioning purposes) would require licence amendments or written consent from the Authority. This may make the implementation timetable longer than the respondent is seeking and could create a delay to the commissioning of the power station;
- c. the Transporter has considered the possibility of extending this Proposed Modification to apply ratchets on a daily basis. The basic concept of a ratchet mechanism is to apply charges based on the highest daily capacity utilised in a given period. If a daily ratchet applied from the start of the month, this would have a very similar effect to that already proposed. Without the ratchet applying over a timeframe of more than one day, it would in effect be a daily capacity product and not a ratchet-based charge. The Transporter does not consider that such a product could be introduced without consent under its Licence(s) and therefore has not proposed any changes to this Proposed Modification.

## **F Transporters Recommendation and relevant Justification Factors**

The Transporter recommends that this Proposed Modification should be implemented as soon as possible, for the following reasons:

- The Proposed Modification will introduce the new Exit Point and associated characteristics, and support was received for this aspect of the proposal.
- Whilst the Transporter notes concerns that the Proposed Modification could be perceived as providing short-term products in a piecemeal way, the restriction of the arrangements to commissioning should provide confidence that the intention is purely to make the application of the ratchet more reasonable and reflective of the availability of Exit Capacity from a mid-year point, as the Code currently contemplates.
- The recent publication of the Authority's consultation on short-term products should provide further confidence that the issue of daily Exit Capacity will be given reasonable consideration and there is an opportunity for interested parties to provide their views through that process.
- The separate consultation on the respondent's Proposed Modification (regarding a means of providing daily capacity for commissioning purposes) will give further opportunity for market participants to give views on that proposal. The Transporter would however note that any new Exit Capacity product is likely to require licence amendments and hence may cause delay to the start of commissioning.
- The Transporter notes concerns about distortive effects between new and existing industry participants but considers that the proposed approach is the best means of minimising any such effects (which could include an unanticipated gain for existing Shippers).
- The Transporter considers that prompt implementation of this Proposed Modification would best support the relevant parties in planning the arrangements for commissioning by providing certainty over the regime that will apply, and provide an improved level of certainty for other market participants over the potential impacts.

**G Amendments to the legal text in the Initial Modification Report**

No amendments are proposed to the legal text contained in the Initial Modification Report

**H The date proposed for implementation**

The Transporter proposes that these arrangements should come into effect from the date of approval of this Proposed Modification by the Authority.

I Proposed Code Text

1. INTRODUCTION TO THE CODE AND THE NI NETWORK

.....  
 Amend section 1.8 to read as follows:

**1.8 Points of exit from the NI Network**

1.8.1 Gas may be physically offtaken from the NI Network at Exit Points (and Offtake Points where applicable) for onward distribution to gas consumers or directly for power station consumption.

**Types of Exit Points**

1.8.2 In this Code:

- (a) an “**Exit Point**” means a DN Exit Point, Stranraer Exit Point, a Power Station Exit Point or the ROI System Exit Point and “**Exit Points**” shall be construed accordingly;
- (b) a “**DN Exit Point**” means an exit point at which gas is offtaken by Shippers for the purpose of supplying gas to premises via the gas distribution network of a DNO and “**DN Exit Points**” shall be construed accordingly;
- (c) a “**Power Station Exit Point**” means an exit point at which gas is offtaken by Shippers from the NI Network for the purposes of supplying a power station and “**Power Station Exit Points**” shall be construed accordingly;
- (d) “**Offtake Point**” means the Lisburn Offtake Point, the BGTL Belfast Offtake Points, the Ten Towns Offtake Points, the West Offtake Points or the Haynestown Offtake Point and “**Offtake Points**” shall be construed accordingly.

**Specific Exit Points and Offtake Points**

1.8.3 In this Code the following are specific Exit Points and Offtake Points on the NI Network:

- (a) “**Stranraer Exit Point**” is the exit point located at Stranraer in Scotland at which gas can flow out of the PTL Transportation System into the Stranraer Distribution Network;
- (b) “**Belfast Exit Point**” is the DN Exit Point at Belfast and comprises the Lisburn Offtake Point and the BGTL Belfast Offtake Points;
- (c) “**Lisburn Offtake Point**” means a point at which gas can flow out of the GNI (UK) System into the PNG Distribution Network;
- (d) “**BGTL Belfast Offtake Points**” are the individual offtake points at which gas can flow out of the Belfast Gas System and into the PNG Distribution Network;

- (e) **“Ten Towns Exit Point”** is the DN Exit Point which comprises the Ten Towns Offtake Points;
- (f) **“Ten Towns Offtake Points”** are the individual offtake points at which gas can flow out of the GNI(UK) System into the Firmus Distribution Network;
- (g) **“West Exit Point”** is the DN Exit Point which comprises the West Offtake Points;
- (h) **“West Offtake Points”** are the individual offtake points at which gas can flow out of the WTL System into the SGN NG Distribution Network;
- (i) **“Ballylumford Exit Point”** is the Power Station Exit Point at Ballylumford;
- (j) **“Coolkeeragh Exit Point”** is the Power Station Exit Point at Coolkeeragh;
- ~~(k)~~ **“Kilroot Exit Point”** is the Power Station Exit Point at Kilroot;
- ~~(k)~~ **“ROI System Exit Point”** is the exit point located in the Republic of Ireland at which gas can flow out of the NI Network into the ROI System and comprises the Haynestown Offtake Point;
- ~~(lm)~~ **“Haynestown Offtake Point”** is the individual offtake point within the ROI System Exit Point at which gas can flow out of the NI Network into the ROI System.

#### **Relationship between Exit Points and Offtake Points**

1.8.4 For the avoidance of doubt, in this Code:

- (a) certain Exit Points comprise certain Offtake Points as follows:
  - (i) the Belfast Exit Point comprises the Lisburn Offtake Point and the BGTL Offtake Points;
  - (i) the Ten Towns Exit Point comprises the Ten Towns Offtake Points;
  - (ii) the West Exit Point comprises the West Offtake Points;
  - (iii) the ROI System Exit Point comprises the Haynestown Offtake Point;
- (b) other than at the ROI System Exit Point, a Shipper may apply for and be registered as holding Exit Capacity at an Exit Point but not an Offtake Point;
- (c) other than at the ROI System Exit Point, a Shipper may submit Nominations in respect of an Exit Point but not an Offtake Point; and
- (d) the arrangements for the ROI System Exit Point are set out in section 1.13.

#### **Relevant Transporter and Relevant DNO at specific Exit Points and Offtake Points**

1.8.5 For the purposes of this Code:



- (a) at BGTL Belfast Offtake Point the Relevant Transporter is BGTL and the Relevant DNO is Phoenix;
- (b) at Lisburn Offtake Point the Relevant Transporter is GNI (UK) and the Relevant DNO is Phoenix;
- (c) at Ten Towns Exit Point (including each of the Ten Towns Offtake Points) the Relevant Transporter is GNI (UK) and the Relevant DNO is Firmus;
- (d) at West Exit Point (including each of the West Offtake Points) the Relevant Transporter is WTL and the Relevant DNO is SGN NG;
- (e) at Ballylumford Exit Point the Relevant Transporter is PTL;
- (f) at Coolkeeragh Exit Point the Relevant Transporter is GNI (UK);
- (g) at Kilroot Exit Point the Relevant Transporter is BGTL;
- ~~(gh)~~ at Stranraer Exit Point the Relevant Transporter is PTL;
- ~~(hi)~~ at ROI System Exit Point the Relevant Transporter is GNI (UK).

.....  
 Amend section 1.10 to read as follows:

## **1.10 Measurement Equipment**

### 1.10.1 For the purposes of this Code:

- (a) the arrangements for the ownership, reading and validation of Measurement Equipment at Moffat Interconnection Point are addressed in an agreement between GNI (UK) Upstream and National Grid. Measurement information is obtained by GNI (UK) Upstream pursuant to such agreement and the IP Measured Quantity is provided to PTL, where applicable, in accordance with the Tripartite Agreement as further described in section 14.2 of this Code;
- (b) the Measurement Equipment at South North Interconnection Point is owned, read and validated by GNI which provides measurement information to GNI (UK);
- (c) the Measurement Equipment at Stranraer Exit Point is owned and validated by National Grid and PTL reads such Measurement Equipment;
- (d) the Measurement Equipment at Ballylumford Exit Point is owned, read and validated by PTL;
- (e) the Measurement Equipment at Coolkeeragh Exit Point is owned, read and validated by GNI (UK);
- (f) the Measurement Equipment at Kilroot Exit Point is owned and validated by EPNIE. BGTL reads such Measurement Equipment in accordance with the relevant Network Exit Agreement in respect of Kilroot Exit Point;

- (fg) the Measurement Equipment at the BGTL Belfast Offtake Points is owned and validated by BGTL. PTL reads such Measurement Equipment in accordance with the Belfast Metering Agreement;
- (gh) the Measurement Equipment at the Lisburn Offtake Point is owned and validated by GNI (UK). PTL reads such Measurement Equipment in accordance with the SOA;
- (hi) the Measurement Equipment at the Ten Towns Offtake Points is owned, read and validated by GNI (UK);
- (ij) the Measurement Equipment at the West Offtake Points is owned, read and validated by WTL;
- (jk) the Measurement Equipment at the ROI System Exit Point is owned, read and validated by GNI which provides measurement information to GNI (UK).

### 3. EXIT CAPACITY

*Amend section 3.11 to read as follows:*

#### 3.11 Exit Capacity Ratchet

3.11.1 At an Exit Point, other than a DN Exit Point, or a new Exit Point, if in respect of a Gas Flow Day in any Month M, subject to section 3.11.2, a Shipper is allocated a quantity of gas in excess of its Available Exit Capacity at an Exit Point (a “**Ratchet Month**”), it shall be liable to pay a Ratchet Charge as calculated in accordance with section 3.11.1(c) and it shall be allocated and registered as holding an additional amount of Exit Capacity in accordance with the following:

- (a) the amount by which the Shippers’ Final Exit Allocation at the Exit Point exceeds the Shippers’ Exit Capacity on any Gas Flow Day shall be a “**Ratchet Amount**”;
- (b) from M+1 the Shipper shall be allocated an additional amount of Exit Capacity at the Exit Point, equal to the highest Ratchet Amount in the Ratchet Month, such additional Exit Capacity to be allocated to and registered as held by the Shipper until the end of the Gas Year;
- (c) a Ratchet Charge (or “**RC**”) will be payable calculated as follows:

$$RC = RA_{max} \times P \times t$$

where:

RA<sub>max</sub> is the highest Ratchet Amount in the Ratchet Month;

P is the Forecast Postalised Annual Capacity Charge/12; and

t is the no of months (including M) since the start of the first month in which the Shipper has held Registered Exit Capacity at that Exit Point during the Gas Year, or where no Registered Exit Capacity has been held by the Shipper at that Exit Point during the Gas Year, the start of the Gas Year.

3.11.2 At a DN Exit Point (where in accordance with section 1.11 the Exit Capacity is held by a DNO):

- (a) the Relevant DNO is liable to pay Ratchet Charges in respect of the DN Exit Point under this Code (as opposed to a Shipper at the DN Exit Point);
- (b) the Ratchet Amount for the Relevant DNO will be determined in aggregate as follows:

$$RA_{DN} = \sum \text{Final Exit Allocations}_{\text{shippers}} - \text{ExCap}_{DN}$$

where:

$\sum \text{Final Exit Allocations}_{\text{shippers}}$  is the sum of all Shipper's Final Exit Allocations at the Exit Point; and

$\text{ExCap}_{DN}$  is the Exit Capacity of the Relevant DNO;

- (c) from M+1 the Relevant DNO shall be allocated an additional amount of Exit Capacity at the Exit Point, equal to the highest Ratchet Amount in the Ratchet Month, such additional Exit Capacity to be allocated and registered as held by the Relevant DNO until the end of the Gas Year;
- (d) the Ratchet Charge (for the Relevant DNO) shall be calculated as follows:

$$RC_{DN} = RA_{Dnmax} \times P \times t$$

where:

$RA_{Dnmax}$  is the highest Ratchet Amount (for the Relevant DNO) in the Ratchet Month;

P is the Forecast Postalised Annual Capacity Charge/12; and

t is the no of months (including M) since the start of the Gas Year;

- (e) individual Shippers shall not be liable to pay the Transporter Ratchet Charges (and shall not be allocated Exit Capacity) but nothing in this Code shall prevent a DNO applying charges under its own distribution network code.

3.11.3 Where a Shipper (including a Relevant DNO) is allocated additional Exit Capacity as a result of the application of this section 3.11 its Registered Exit Capacity shall be amended such that the increase takes effect from M+1.

## Commissioning Ratchets

3.11.4 At a new Exit Point which commences commissioning and/or testing during a commissioning period of consecutive months (“MCP”);

(a) the amount by which the Shippers’ Final Exit Allocation at the Exit Point exceeds the Shippers’ Exit Capacity on any Gas Flow Day during a MCP shall be the “Commissioning Ratchet Amount”;

(b) the “Commissioning Ratchet Charge” shall be determined as

$$\text{CRC} = \text{CRA}_{\text{max}} \times \text{P} \times \text{t}$$

where:

CRA<sub>max</sub> is the highest Commissioning Ratchet Amount during the given MCP;

P is the Forecast Postalised Annual Capacity Charge/12; and

t = the number of consecutive months (including the first and last month) in the given MCP during which commissioning and testing takes place; and

(c) this section 3.11.4 shall apply in respect of every MCP during which commissioning and/or testing takes place.

3.11.5 In respect of a new Exit Point which has completed commissioning, Ratchet Charges shall be determined in accordance with 3.11.6 with effect from the following date:

(a) in the case of a new Power Station Exit Point, the date on which the Connected Facilities are, or are to be, treated as entering commercial operation pursuant to a notice of full commercial operation (“FON”) or notice of limited commercial operation (“LON”) or notice of interim commercial operation (“ION”) by SONI as provided by the Registered Shipper(s) under section 13.10; and

(b) in the case of a new Exit Point which is not a Power Station Exit Point, the date on which the Connected Facilities are, or are to be, treated as entering commercial operation pursuant to an equivalent notice of full or partial commercial operation as provided by the Registered Shipper(s) to the Transporter under section 13.10.

3.11.6 In respect of a new Exit Point which has completed commissioning and testing:

(a) the amount by which the Shippers’ Final Exit Allocation at the Exit Point exceeds the Shippers’ Exit Capacity on any Gas Flow Day shall be the Ratchet Amount;

(b) the Ratchet Charge shall be determined as

$$\text{RC} = \text{RA}_{\text{max}} \times \text{P} \times \text{t}$$

where:

RA<sub>max</sub> is the highest Ratchet Amount during the period t;

P is the Forecast Postalised Annual Capacity Charge/12; and

t = the number of months in the Gas Year since commercial operation commenced (determined in accordance with section 3.11.5), except where the month in which commercial operation commenced is also a month in which commissioning and testing took place, in which case t shall be the number of months in the Gas Year from the month immediately following the month in which commercial operation commenced;

(c) from the month immediately following the month in which commercial operation commenced the Shipper shall be allocated an additional amount of Exit Capacity at the Exit Point, equal to the highest Ratchet Amount in the Ratchet Month, such additional Exit Capacity to be allocated to and registered as held by the Shipper until the end of the Gas Year;

(d) for the avoidance of doubt, section 3.11.1 shall apply from the start of the Gas Year immediately following commissioning of a new Exit Point.

.....

## 6. NOMINATIONS

.....

*Amend section 6.8 to read as follows:*

### 6.8 Exit Nominations – General

6.8.1 A Shipper may submit Nominations in respect of a particular Exit Point provided that it has an Exit Point Registration in respect of that Exit Point.

6.8.2 In this Code:

- (a) an “**Exit Nomination**” is a Nomination in respect of an Exit Point;
- (b) an “**Exit Renomination**” means an Exit Nomination that revises an earlier Exit Nomination (including an Exit Renomination).

6.8.3 Under this Code, an Exit Nomination may be submitted in respect of:

- (a) Stranraer Exit Point;
- (b) Ballylumford Exit Point;
- (c) Belfast Exit Point;
- (d) Coolkeeragh Exit Point;
- (e) Ten Towns Exit Point;

(f) West Exit Point;

~~(g) Kilroot Exit Point;~~

and, for the avoidance of doubt:

- (i) Exit Nominations in respect of Belfast Exit Point shall include quantities of gas which may exit the NI Network at the Lisburn Offtake Point and the BGTL Belfast Offtake Points;
- (ii) Exit Nominations in respect of West Exit Point shall include quantities of gas which may exit the NI Network at any or all of the West Offtake Points;
- (iii) Exit Nominations in respect of Ten Towns Exit Point shall include quantities of gas which may exit the NI Network at any or all of the Ten Towns Offtake Points; and
- (iv) accordingly, separate Nominations in respect of Lisburn Offtake Point, BGTL Belfast Offtake Points, West Offtake Points or Ten Town Offtake Points may not be submitted.

---

## 10. SYSTEM CONSTRAINTS, EXCEPTIONAL EVENTS AND EMERGENCIES

---

*Amend section 10.4 to read as follows:*

### 10.4 NI-wide Constraints

- 10.4.1 In the event of an NI-wide Constraint in respect of a given Gas Flow Day, the Transporter may:
- (a) request Revised Power Station Nominations in accordance with section 10.4.2 where, at any time on D-1 or on D, the Transporter considers that the reduction of Power Station Nominations may avert the System Constraint and where time permits;
  - (b) issue a Flow Order to reduce Power Station Nominations in accordance with section 10.4.3 where:
    - (i) the Transporter has requested Revised Power Station Nominations but not received such Revised Power Station Nominations by the time specified in its request; or
    - (ii) in the reasonable opinion of the Transporter, there is insufficient time to request Revised Power Station Nominations;
  - (c) request Revised DN Exit Point Nominations in accordance with section 10.4.6 where at any time on D-1 or on Day D, in addition to or instead of reducing Power Station

Nominations, the Transporter considers that the reduction of DN Exit Point Nominations may avert the System Constraint and where time permits;

- (d) issue a Flow Order to reduce DN Exit Point Nominations in accordance with section 10.4.7 where:
  - (i) the Transporter has requested Revised DN Exit Point Nominations but not received such Revised DN Exit Point Nominations by the time specified in its request; or
  - (ii) in the reasonable opinion of the Transporter, there is insufficient time to request Revised DN Exit Point Nominations.

### **Requesting Revised Power Station Nominations**

- 10.4.2 Where, pursuant to section 10.4.1(a), the Transporter wishes to request Revised Power Station Nominations, the Transporter shall promptly inform SONI of:
- (a) the reduction in capacity utilised on the NI Network which it believes will, if achieved through Revised Power Station Nominations, avert the System Constraint;
  - (b) the time by which it believes that such Revised Power Station Nominations will have to be submitted in order that the Transporter will not have to issue a Flow Order to avert the System Constraint; and
  - (c) whether the Transporter believes that the System Constraint has arisen as a result of:
    - (i) a Reduced Capacity Day or a Reduced Profile Day; or
    - (ii) an Excess Nominations Day.

### **Flow Orders for Power Stations**

- 10.4.3 Where, pursuant to section 10.4.1(b), the Transporter wishes to ensure a reduction in Power Station Nominations, it shall by issuing a Flow Order:
- (a) require that Shippers submit no further Exit Nominations, Exit Renominations or Profile Nominations (other than any Exit Renominations or Profile Nominations of a reduced Nominated Quantity, which may continue to be made) on D-1 or on Day D in respect of the relevant Gas Flow Day for any Power Station Exit Points identified in such Flow Order; and
  - (b) reduce those Exit Nominations, Exit Renominations or Profile Nominations which have been submitted (whether or not confirmed by the Transporter) in respect of the relevant Gas Flow Day up until the time by which the Transporter required that no further Exit Nominations, Exit Renominations or Profile Nominations be submitted in accordance with section 10.4.3(a) above, to an extent which the Transporter believes will avert the System Constraint, in accordance with the principles in section 10.4.4.
- 10.4.4 For the purposes of section 10.4.3(b), the Transporter shall reduce Exit Nominations or Exit Renominations in the following order:

- (a) on the first occasion on which the Transporter declares a System Constraint, by applying (x) below;
- (b) on the second occasion on which the Transporter declares a System Constraint, by applying (y) below;
- (c) on the third such occasion on which the Transporter declares a System Constraint, by applying (~~xz~~) below;
- (d) on the fourth such occasion on which the Transporter declares a System Constraint, by applying (~~yx~~) below;
- (e) on the fifth such occasion on which the Transporter declares a System Constraint, by applying (y) below;
- (f) on the sixth such occasion on which the Transporter declares a System Constraint, by applying (z) below;

and so on in sequence rotation, where (x), ~~and~~ (y) and (z) shall be as follows:

(x) each Exit Nomination in respect of Kilroot Exit Point shall be reduced pro rata to the sum of the Nominated Quantities in all such Exit Nominations; and/or each Profile Nomination shall be reduced pro rata to all such Profile Nominations, to the extent that the Transporter believes will avert the System Constraint;

~~(xy)~~ each Exit Nomination in respect of Coolkeeragh Exit Point shall be reduced pro rata to the sum of the Nominated Quantities in all such Exit Nominations; and/or each Profile Nomination shall be reduced pro rata to all such Profile Nominations, to the extent that the Transporter believes will avert the System Constraint;

~~(yz)~~ each Exit Nomination in respect of Ballylumford Exit Point shall be reduced pro rata to the sum of the Nominated Quantities in all such Exit Nominations; and/or each Profile Nomination shall be reduced pro rata to all such Profile Nominations, to the extent that the Transporter believes will avert the System Constraint;

but nothing in this section 10.4.4 shall prevent the Transporter issuing a Flow Order in respect of ~~both any or all of the~~ Power Station Exit Points at the same time, or in a different order, to the extent that the Transporter, acting as a Reasonable and Prudent Operator, considers that it is operationally beneficial to do so to avert the System Constraint.

10.4.5 For the avoidance of doubt:

- (a) the Transporter shall not be required to notify SONI if, in the Transporter's reasonable opinion, there is insufficient time for Revised Power Station Nominations to be submitted before the Transporter would have to issue a Flow Order to avert a System Constraint; and
- (b) a System Constraint may have a duration which is longer than one Gas Day and references in section 10.4.4 to an 'occasion' shall be treated as each referring to a separate occasion on which a System Constraint is declared.

#### **Requesting Revised DN Exit Point Nominations**

10.4.6 Where, pursuant to section 10.4.1(c), the Transporter wishes to request a reduction in DN Exit Point Nominations, it shall promptly inform the DNOs of:



- (a) the reduction in capacity utilised on the NI Network which it believes will, if achieved through Revised DN Exit Point Nominations, avert the System Constraint;
- (b) the time by which it believes that such Revised DN Exit Point Nominations will have to be submitted in order that the Transporter will not have to issue a Flow Order to avert the System Constraint; and
- (c) whether the Transporter believes that the System Constraint has arisen as a result of:
  - (i) a Reduced Capacity Day or a Reduced Profile Day; or
  - (ii) an Excess Nominations Day.

**Flow Orders for DN Exit Points**

10.4.7 Where, pursuant to section 10.4.1(d), the Transporter wishes to ensure a reduction in DN Exit Point Nominations, it shall by issuing a Flow Order:

- (a) require that no further Exit Nominations in respect of DN Exit Points are submitted (other than any Exit Renominations or Profile Nominations of a reduced Nominated Quantity, which may continue to be made) on D-1 or on Day D in respect of the relevant Gas Day D for any DN Exit Points identified in such Flow Order; and
- (b) reduce those Exit Nominations or Exit Renominations which have been submitted (whether or not confirmed by the Transporter) in respect of the relevant Gas Flow Day up until the time by which the Transporter required that no further Exit Nominations or Exit Renominations or Profile Nominations be submitted in accordance with section 10.4.7(a) above, to an extent which the Transporter believes will avert the System Constraint, in accordance with the principles in section 10.4.8.

10.4.8 For the purposes of section 10.4.7(b), where the Transporter issues a Flow Order in respect of DN Exit Points:

- (a) each DN Exit Point Nomination shall be reduced pro rata to all such DN Exit Nominations in respect of Affected Exit Points by an amount equal to the System Capacity Shortfall less any reduction achieved in respect of Power Station Nominations; and/or
- (b) each Profile Nomination in respect of a DN Exit Point shall be reduced pro rata to all such Profile Nominations in respect of Affected Exit Points by an amount equal to the System Capacity Shortfall less any reduction achieved in respect of Power Station Nominations.

10.4.9 The Transporter shall communicate any Flow Order in respect of a DN Exit Point to the DNOs for information purposes only.

.....

## 13. EXIT REQUIREMENTS

.....

*Amend section 13.1 to read as follows:*

### 13.1 Introduction and Definitions

- 13.1.1 This section 13 sets out the terms upon which a Shipper shall be entitled to offtake gas from the NI Network at an Exit Point including, for the avoidance of doubt, where a Network Exit Agreement is in force in accordance with section 13.9.
- 13.1.2 Nothing in this Code confers on any person any entitlement to have any premises, pipeline, plant or other installation connected to the NI Network for the purposes of offtaking gas.
- 13.1.3 Shippers acknowledge that, as no physical flows of gas out of the NI Network are permitted at a VRF IP Exit Point, gas offtake conditions as set out in the remainder of this section 13 are not required at and do not apply in relation to VRF IP Exit Points.
- 13.1.4 Nothing in this Code shall prevent the Transporter from exercising any statutory and/or regulatory entitlement or discharging any statutory and/or regulatory duty whether under the Code or under any applicable legislation or Directive which may involve the disconnection of or refusal to convey gas, or to allow gas to be conveyed, to any End User's Facilities.
- 13.1.5 At each Exit Point there shall be installed, operated and maintained an offtake point meter installation for measuring and registering the quantity of gas offtaken from the NI Network at such Exit Point in accordance with the provisions of section 14.
- 13.1.6 For the avoidance of doubt, references in this section 13 to an Exit Point shall include, where applicable, any Offtake Point comprised in such Exit Point in accordance with sections 1.8.3 and 1.8.4.

.....

*Amend section 13.8 to read as follows:*

### 13.8 Connected Facilities

- 13.8.1 The Transporter and a Shipper shall consult and cooperate with a view to ensuring that the objective in section 13.8.2 is achieved.
- 13.8.2 The objective is to ensure that in all material respects the Transporter's Facilities at an Exit Point and the adjacent Connected Facilities, are and will continue to be technically and operationally compatible as facilities by which the NI Network may safely be connected. In the case of Connected Facilities owned by a person other than the Shipper the Shipper alone shall have the responsibility of consulting and co-operating with such downstream owner and/or downstream operator of the Connected Facilities with a view to ensuring that this objective is achieved.

13.8.3 Where, by reason of any modification, other than a modification made to comply with any Legal Requirement, made or to be made by the Transporter to the Transporter’s Facilities at the Exit Point or by a Shipper or such downstream owner and/or downstream operator in respect of the Connected Facilities, the objective in section 13.8.2 ceases or will cease to be satisfied:

- (a) the Transporter, in the case of a modification made by the Transporter; and
- (b) the Shipper in the case of a modification made by it or such downstream owner and/or downstream operator;

shall promptly reimburse to the other any material expenditure demonstrated to have been reasonably incurred by the other for the purposes of ensuring that the objective continues to be or is again satisfied. In case of more than one Shipper offtaking gas from the Connected Facilities such Shippers shall reimburse the Transporter such expenditure in 6 equal Monthly instalments at the end of each Month commencing at the end of the Month in which such expenditure is incurred so that each such Shipper bears its pro rata share of each instalment based upon its Final Exit Allocations at the relevant Exit Point during the Month that each such instalment is recoverable.

13.8.4 Any such expenditure reimbursed by the Transporter shall be a Licensee Unpredictable Operating Cost in accordance with the PTL Licence, the WTL Licence or the BGTL Licence, or an Unforeseen Operating Expenditure in accordance with the GNI (UK) Licence, as the context requires.

13.8.5 The Transporter and each relevant Shipper shall be entitled, upon reasonable notice to inspect the other’s facilities at or adjacent to the Exit Point for the purposes of determining whether the objective in section 13.8.2 is satisfied or any expenditure has been incurred in accordance with section 13.8.3. In case of Connected Facilities owned by a person other than the Shipper the Shipper shall ensure that the Transporter shall be entitled, upon reasonable notice to inspect such other’s facilities at or adjacent to the Exit Point for both such purposes.

13.8.6 Without prejudice to any other agreement between the Transporter and a Shipper in respect of the installation of the Transporter’s Facilities at the Exit Point or a Shipper’s Connected Facilities, subject to sections 13.8.2, 13.8.3 and 13.8.5, nothing in this Code shall impose any obligations upon, or take effect as a warranty by, either the Transporter or the Shipper in relation to its system and neither the Transporter or the Shipper shall be liable to the other in respect of any failure or malfunction thereof.

.....

*Insert new sections 13.9 and 13.10 to read as follows:*

**13.9 Network Exit Agreements**

**13.9.1 For the purposes of the Code, a “Network Exit Agreement” is an agreement between the Transporter and the downstream operator of Connected Facilities which are, or are to be, connected to the NI Network at an Exit Point;**

- 13.9.2 Without prejudice to section 13.8, in respect of a new Exit Point at which there are Connected Facilities, the Transporter shall enter into a Network Exit Agreement with the downstream operator of the Connected Facilities. Where there are multiple Connected Facilities at a new Exit Point a Network Exit Agreement may be multi-party between the Transporter and all the downstream operators in respect of that Exit Point.
- 13.9.3 For the purposes of the Code, “Network Exit Provisions” are provisions contained in a Network Exit Agreement which relate to the offtake of gas at an Exit Point in addition to the provisions of this section 13.
- 13.9.4 A Network Exit Agreement may contain provisions in addition to Network Exit Provisions and Network Exit Provisions may differ between Exit Points.
- 13.9.5 Where the Transporter has entered into, or intends to enter into, a Network Exit Agreement in respect of an Exit Point a Shipper shall not be entitled to offtake gas at any time at the Exit Point unless the Network Exit Provisions are in force.
- 13.9.6 A Shipper shall not be required, nor be entitled, to be party to a Network Exit Agreement.
- 13.9.7 A Shipper applying for an Exit Point Registration in respect of an Exit Point at which a Network Exit Agreement is, or is to be, in force, shall be responsible for obtaining and shall be deemed to have obtained and be fully informed of the applicable Network Exit Provisions.
- 13.9.8 The existence of a Network Exit Agreement shall not relieve Shippers of any obligations under the Code and the Transporter shall not be required to secure in a Network Exit Agreement any remedy against the downstream owner and/or downstream operator of the Connected Facilities nor be required to take steps to enforce any provision of a Network Exit Agreement.
- 13.9.9 The Transporter shall be entitled to enter into a Network Exit Agreement in respect of any point at which there are Connected Facilities.
- 13.9.10 Notwithstanding section 13.9.9, nothing in the Code shall require the Transporter to enter into a Network Exit Agreement in respect of an Exit Point which is not a new Exit Point.
- 13.9.11 A Network Exit Agreement may only be modified by agreement pursuant to its terms between the Transporter and the other parties to the Network Exit Agreement.
- 13.9.12 Shippers acknowledge that where the Transporter has entered into a Network Exit Agreement:
- (a) the measurement of quantities offtaken at the Exit Point shall be determined in accordance with the relevant Network Exit Provisions; and
  - (b) the Transporter shall be entitled to operate the Exit Point, including suspending or ceasing the delivery of gas, in accordance with the terms of the Network Exit Agreement and shall not be in breach of the Code by so doing.

### **Network Exit Provisions**

- 13.9.13 The Network Exit Provisions contained in a Network Exit Agreement:
- (a) shall specify the point of offtake in respect of the Exit Point;

- (b) shall specify the values for the parameters set out in Appendix 4;
- (c) shall specify the components of Measurement Equipment required to be installed;
- (d) shall specify the standards, methods and procedures for determining volume and quantity of gas offtaken each day;
- (e) shall specify that the quantity of gas offtaken is determined by the Measurement Equipment;
- (f) shall specify relevant communications and operating procedures between the Transporter and the downstream operator of the Connected Facilities;
- (g) shall specify rights of access to the Measurement Equipment for the Transporter and a Shipper with an Exit Point Registration in respect of the Exit Point;
- (h) may set out matters relating to planning, and the offtake of gas for, commissioning and testing purposes including in accordance with section 13.10;
- (i) may include the basis for determining pressure and composition of the gas offtaken;
- (j) may include provisions which require other plant or equipment to be installed;
- (k) may include provisions under which the Network Exit Provisions are to be suspended or terminated;
- (l) shall specify that where the Network Exit Provisions are suspended or terminated, the delivery of gas at the Exit Point may be suspended or ceased and in such cases the Transporter shall not be in breach of its obligation under this Code to deliver gas.

### **13.10 Exit Point Commissioning Arrangements**

13.10.1 There must be a Shipper with an Exit Point Registration in respect of a new Exit Point in advance of commissioning.

13.10.2 The Shipper(s) with an Exit Point Registration in respect of a new Exit Point shall procure and nominate the quantities of gas required for commissioning and testing and the Transporter shall be entitled to make Nominations and Allocations, including on behalf of the Shipper(s), and/or adjust Nominations made by such Shipper(s) in order that such gas is accounted for under this Code including, for the avoidance of doubt, in accordance with section 8 (*Balancing and Scheduling Charges*).

13.10.3 No later than 30 Business Days before the commencement of commissioning of a new Exit Point, the Transporter shall hold a commissioning planning meeting with the Shipper(s) holding a Registration at the Exit Point and the downstream operator of the Connected Facilities at the new Exit Point in order to agree:

- (a) the schedule of expected commissioning period(s) over which commissioning shall be permitted to take place;
- (b) the dates any other testing activities may occur; and/or

- (c) arrangements for pre-notification of such testing dates;
- (d) arrangements for operational communications;
- (e) any special arrangements for ramp rates, minimum and maximum flow rates to be used during commissioning and testing;
- (f) the quantities of gas required to be procured and nominated by or on behalf of the Shipper(s) in accordance with section 13.10.2.

13.10.4 The Shipper(s) holding a Registration at a new Power Station Exit Point shall notify the Transporter as soon as reasonably practicable of the Gas Flow Day on which the Connected Facilities are, or are to be, treated as entering commercial operation pursuant to a FON (or LON or ION as applicable) issued by SONI and the Transporter may take such other steps as it deems appropriate to verify the commencement of full or partial commercial operation.

13.10.5 The Shipper(s) holding a Registration at a new Exit Point which is other than a Power Station Exit Point shall notify the Transporter as soon as reasonably practicable of the Gas Flow Day on which full or partial commercial operation commences and the Transporter may take such other steps as it deems appropriate to verify the commencement of full or partial commercial operation.

## 14. MEASUREMENT AND TESTING

*Amend section 14.1 to read as follows:*

### 14.1 Introduction and Definitions

14.1.1 In this Code:

- (a) **“Adjusted Final Allocation at Exit”** is any adjustment carried out in accordance with sections 14.5 and 14.6;
- (b) **“Measurement Equipment”** means the measurement, metering, sampling, analysis and other related equipment installed from time to time at an IP Entry Point or Exit Point;
- (c) **“Permitted Range”** means any inaccuracy in Measurement Equipment which in all steady-state flow conditions does not exceed 1.1 +/-1 per cent for volume and/or +/-1.1 per cent for energy over the range of 20-100 normal operating range per cent of the maximum Flow Rate for which the Measurement Equipment is designed and operated and such range level of uncertainty is to be calculated using the method specified in ISO 5167/5168/9954/17089, or the relevant applicable standard, as updated from time to time, for the determination of uncertainties of the measurement of those volume flow rates which are used to compute Flow Rates;
- (d) **“validate”** means to determine by checking tolerances the validity of the reading of a meter.

- (e) “**IP Entry Quantity**” means the quantity of gas determined to have been physically delivered to the NI Network at an IP Entry Point in accordance with section 14.2;
- (f) “**Non-IP Entry Quantity**” means the quantity of gas determined to have been physically delivered to the NI Network at a Non-IP Entry Point in accordance with section 14.2;
- (g) “**Entry Quantity**” means the sum of the Non-IP Entry Quantity and the IP Entry Quantity at an Entry Point;
- (h) “**Aggregate VRF IP Exit Quantity**” means the quantity of gas determined to have been delivered from the NI Network at a VRF IP Exit Point in accordance with section 14.2.

14.1.2 For the avoidance of doubt, in this section 14 references to an Exit Point shall include, where applicable, any Offtake Point comprised in such Exit Point in accordance with sections 1.8.3 and 1.8.4.

14.1.3 The Measurement Equipment at an Exit Point shall be compliant generally with the requirements outlined in IGEM/GM/4 (Flow-metering practices. Inlet pressure exceeding 38 bar and not exceeding 100 bar) and specifically ISO 5167/9951/17089 as applicable and energy calculations shall be in accordance with ISO 6976 1995 or 2016.

.....  
 Amend section 15 to read as follows:

## 15. MAINTENANCE

### 15.1 Introduction and Definitions

15.1.1 The Transporter shall maintain the NI Network in accordance with:

- (a) the provisions of this Code;
- (b) to the standard of a Reasonable and Prudent Operator; and
- (c) all Legal Requirements.

15.1.2 For the purposes of this Code:

- (a) “**Maintenance**” shall include any inspection, repair, replacement, reinstatement, reinforcement, re-commissioning, upgrade or extension of any part of the NI Network and shall include any works preparatory to such maintenance or required for the return to service of a part of the NI Network after such maintenance;
- (b) “**Maintenance Days**” means the Days, whether consecutive or not, nominated by the Transporter pursuant to this section 15, as Days during which acceptance of gas for delivery to or making gas available for offtake from that part of the NI Network as may be subject to maintenance, may be reduced (if necessary down to zero) and/or where flows may be required at certain rates over certain periods due to Maintenance including In-line Inspection Maintenance on the NI Network; and

(c) **"Scheduled Maintenance"** means Maintenance carried out during a Maintenance Day;

(d) **"In-line Inspection Maintenance"** means Maintenance carried out for the purposes of pipeline inspection operations.

15.1.3 In this section 15, references to an Exit Point shall include, where applicable, any Offtake Points comprised in such Exit Point in accordance with sections 1.8.3 and 1.8.4.

## 15.2 Maintenance Planning

15.2.1 A Shipper shall provide the Transporter, as soon as reasonably practicable, with the information the Transporter may reasonably require to:

- (a) plan the Maintenance of the NI Network;
- (b) comply with its obligations set out in section 15.1.1; and
- (c) prepare Maintenance Programmes.

15.2.2 Subject to section 15.2.3, the Transporter shall prepare a **"Forward Programme for In-Line Inspection Maintenance"** setting out the anticipated annual schedule for In-Line Inspection Maintenance.

15.2.3 The Forward Programme for In-Line Inspection Maintenance may be reviewed and, where necessary, updated by the Transporter at the start of each Gas Year and shall set out the specific Gas Flow Days over which In-line Inspection Maintenance shall be performed during that Gas Year, such days to be Maintenance Days to be included in the Maintenance Programme established under section 15.2.4.

15.2.~~24~~ The Transporter shall establish a maintenance programme each Gas Year (the **"Maintenance Programme"**) in respect of any Exit Point at which Scheduled Maintenance will be carried out. The Maintenance Programme shall specify which Days in the Gas Year shall be Maintenance Days at the affected Exit Point and the extent to which such Exit Point shall be affected. Scheduled Maintenance (other than In-line Inspection Maintenance) shall only be carried out between April and September unless there is a Legal Requirement or a requirement of any Competent Authority that such Maintenance be carried out at any alternative time.

15.2.~~35~~ The Transporter shall plan any Scheduled Maintenance in accordance with the SOA and to:

- (a) minimise disruption to the NI Network in as cost-effective, efficient and commercially prudent manner as is practicable; and
- (b) co-ordinate it, where practicable, with the maintenance of the NTS, the GNI (UK) Upstream System, the ROI System and the relevant Exit Point or Interconnection Point;
- (c) accord with the Interconnection Agreement, Tripartite Agreement and any DNO Interoperator Agreements.



### **15.3 Timetable**

- 15.3.1 Any Shipper with an Exit Point Registration in respect of an Exit Point at which Scheduled Maintenance is proposed shall, meet with the Transporter at a mutually convenient time to discuss the Maintenance Programme for the following Gas Year with a view to concluding such consultations before 30 September. A Shipper may, in the course of such discussions, notify the Transporter of the maintenance programmes in relation to any facilities downstream of an Exit Point.
- 15.3.2 The Transporter shall issue the Maintenance Programme to any Shipper with an Exit Point Registration in respect of an Exit Point at which Scheduled Maintenance is to be carried out in Y+1 by the end of Gas Year Y.

### **15.4 Maintenance Limits**

- 15.4.1 The Transporter shall be entitled to carry out Scheduled Maintenance on the NI Network on the number of Maintenance Days in respect of each Exit Point set out in part I of Appendix 4, without prejudice to the rights of the Transporter to carry out any additional unscheduled Maintenance which may be considered by the Transporter to be necessary and/or prudent in relation to the operation of the NI Network, subject to the Transporter having given each affected Shipper such notice as is reasonably practicable.
- 15.4.2 The Transporter may, without prejudice to a Shipper's rights under section 19.1 and 19.2, revise the nature, timing and duration of any Scheduled Maintenance by providing for additional Maintenance Days and/or by varying the date, period or extent of any Scheduled Maintenance by giving any affected Shipper not less than 30 Business Days' notice unless a shorter period of notice is agreed by the affected Shipper.

### **15.5 The Transporter's obligation to transport**

- 15.5.1 If the Transporter cannot accept into the NI Network gas tendered for delivery at an IP Entry Point or Non-IP Entry Point or make gas available for offtake at an Exit Point as a result of Scheduled Maintenance the Transporter shall, subject to section 15.4.2, be relieved of its obligations to transport gas under this Code for the duration of such Scheduled Maintenance.
- .....

**APPENDIX 1  
DEFINITIONS AND INTERPRETATIONS**

**Part I - Definitions**

.....  
*Amend Appendix 1 to insert / amend the following defined terms*

**“Commissioning Ratchet Amount”** has the meaning given to it in section 3.11.4(a);

**“Commissioning Ratchet Charge” / “CRC”** has the meaning given to it in section 3.11.4(b);

**“Forward Programme for In-Line Inspection Maintenance”** has the meaning given to it in section 15.2.2;

**“FON”** has the meaning given to it in section 3.11.5;

**“Haynestown Offtake Point”** has the meaning given in section 1.8.3(~~h~~m);

**“ION”** has the meaning given to it in section 3.11.5;

**“In-line Inspection Maintenance”** has the meaning given to it in section 15.1.2(d);

**“Kilroot Exit Point”** has the meaning given to it in section 1.8.3(k);

**“LON”** has the meaning given to it in section 3.11.5;

**“MCP”** has the meaning given to it in section 3.11.4;

**“Network Exit Agreement”** has the meaning given to it in section 13.9.1;

**“Network Exit Provisions”** has the meaning given to it in section 13.9.3;

**“ROI System Exit Point”** has the meaning given in section 1.8.3(~~k~~l);

.....

Amend Appendix 2 to read as follows:

## APPENDIX 2

### SUMMARY TABLE OF NI NETWORK POINTS

*This appendix 2 is provided for reference only. Should there be any discrepancy between this appendix 2 and the provisions of the Code, the Code provisions shall prevail.*

Specific NI Network Point	Type of Point	Point Comprised in: (where applicable)	Relevant Transporter	Relevant DNO (where applicable)	Relevant Adjacent Transporter or equivalent (where applicable)
Moffat Interconnection Point	Interconnection Point	-	PTL	-	National Grid
Moffat IP Entry Point	IP Entry Point	Moffat Interconnection Point and Moffat Entry Point	PTL	-	National Grid
Moffat VRF IP Exit Point	VRF IP Exit Point	Moffat Interconnection Point	PTL	-	National Grid
Moffat Non-IP Entry Point	Non-IP Entry Point	Moffat Entry Point	PTL	-	National Grid
South North Interconnection Point	Interconnection Point	-	GNI (UK)	-	GNI
South North IP Entry Point	IP Entry Point	South North Interconnection Point	GNI (UK)	-	GNI
South North VRF IP Exit Point	VRF IP Exit Point	South North Interconnection Point	GNI (UK)	-	GNI
Ballylumford Exit Point	Power Station Exit Point	-	PTL	-	-
Coolkeeragh Exit Point	Power Station Exit Point	-	GNI (UK)	-	-
<u>Kilroot Exit Point</u>	<u>Power Station Exit Point</u>	-	<u>BGTL</u>	-	-
Belfast Exit Point	DN Exit Point	-	As per Offtake Points	As per Offtake Points	-
BGTL Belfast Offtake Points	Offtake Points	Belfast Exit Point	BGTL	Phoenix	-
Lisburn Offtake Point	Offtake Point	Belfast Exit Point	GNI (UK)	Phoenix	-
Belfast DBEP	Distribution Biomethane Entry Point	Notional point	BGTL	Phoenix	-
Ten Towns Exit Point	DN Exit Point	-	As per Offtake Points	As per Offtake Points	-
Ten Towns Offtake Points	Offtake Points	Ten Towns Exit Point	GNI (UK)	Firmus	-

Ten Towns DBEP	Distribution Biomethane Entry Point	Notional point	GNI (UK)	Firmus	-
West Exit Point	DN Exit Point	-	As per Offtake Points	As per Offtake Points	-
West Offtake Points	Offtake Points	West Exit Point	WTL	SGN NG	
West DBEP	Distribution Biomethane Entry Point	Notional point	WTL	SGN NG	-
Stranraer Exit Point	Stranraer Exit Point	-	PTL	*	-
ROI System Exit Point	Exit Point	-	GNI (UK)	-	-
Haynestown Offtake Point	Offtake Point	ROI System Exit Point	GNI (UK)	-	-

*\*SGN is the Stranraer Distribution Network Operator, but there is no Relevant DNO for Stranraer because the functions of a Relevant DNO are not applicable for Stranraer. Please see Code section 1.12 and section 27 for the details.*

.....

Amend Appendix 4 to read as follows:

**APPENDIX 4**

**EXIT POINT INFORMATION**

**Pressures, Offtake Rates and Maintenance Days at specific Exit Points**

	<b>Minimum Pressure (section 13.3)</b>	<b>Maximum Offtake Rate (section 13.2)</b>	<b>Ramp Rate (section 13.2)</b>	<b>Maximum Maintenance Days (section 15)</b>	<b>End User</b>
Ballylumford Exit Point	12 bar	3,580,000 kWh/hour	87,000 kWh/min for up to 39 minutes  182,000 kWh/min for up to 2 minutes  3,540,000 kWh/min for up to 10 seconds**	15*	EP Ballylumford Limited
Coolkeeragh Exit Point	12 bar	782,000 kWh/hour	30,000 kWh/min	5 plus any additional days specified in an Ancillary Agreement	ESB
<u>Kilroot Exit Point</u>	<u>12 bar</u>	<u>1,925,000 kWh/hour</u>	<u>91,200 kWh/min for up to 20 minutes</u>  <u>182,400 kWh/min for up to 10 minutes</u>  <u>263,158 kWh/min for up to 4.6 minutes</u>	<u>15*</u>	<u>EPNIE</u>
Stranraer Exit Point	12 bar	150,000 kWh/hour	8,440 kWh/min	5 plus any additional days specified in an Ancillary Agreement	SGN
Belfast Exit Point	12 bar	<del>3,580,000</del> <u>2,992,000</u> kWh/hour	33,760 kWh/min	5 plus any additional days specified in an Ancillary Agreement	Phoenix suppliers

Ten Towns Exit Point	12 bar	2,283,000 kWh/hour	30,000 kWh/min	5 plus any additional days specified in an Ancillary Agreement	Firmus suppliers
West Exit Point	12 bar	913,000 kWh/hour	30,000 kWh/min***	15	SGN NG suppliers
ROI System Exit Point	12 bar	314,300 kWh/hour	30,000 kWh/min	Addressed in the Use of System Agreement	GNI

\* To be 20 Maintenance Days in any Gas Year in which PTL or GNI (UK) install compression on their respective systems. ~~Furthermore, any Maintenance Days shall be consecutive.~~

\*\* This equates to a spinning reserve of 21,000 therms at Ballylumford Power Station.

\*\*\* Indicative Figure pending completion of the West Transmission System.