

2 June 2023

## MODIFICATION 0844

### ENABLING DIRECT CONTRACTUAL ARRANGEMENTS WITH CONSUMERS FOR DEMAND SIDE RESPONSE

Legal text

#### TRANSPORTATION PRINCIPAL DOCUMENT

#### SECTION D – OPERATIONAL BALANCING AND TRADING ARRANGEMENTS

*Delete existing text in paragraph 7.5 and replace with new text to read as follows:*

7.5.1 Following the invitation close date, National Gas Transmission will select compliant DSR Option Offers for acceptance, for each Winter Period in accordance with paragraph 8.6.

*Amend paragraph 7.6.5 to read as follows:*

7.6.5 ... that National Gas Transmission will have seen the DSR Market Offer in the selection process under paragraph ~~7.5-8.6~~;

*Add new paragraph 8 to read as follows:*

#### **8 Consumer DSR Options**

##### **8.1 General**

- 8.1.1 This paragraph 8 sets out the basis on which National Gas Transmission may arrange with Consumers to enter into commitments to provide DSR at specified times.
- 8.1.2 A commitment to provide DSR is a commitment to reduce the offtake of gas at a Supply Meter Point to a specified level if required by National Gas Transmission.
- 8.1.3 In this paragraph 8:
- (a) a "**DSR Participant**" is an eligible Consumer that enters or may enter into a commitment as described in paragraph 8.1.1;
  - (b) an "**eligible**" Consumer in relation to an eligible Supply Meter Point is the Consumer whose premises are supplied through the Supply Meter Point;
  - (c) a "**DSR Option**" is a commitment from a DSR Participant in respect of an eligible Supply Meter Point to provide DSR in a particular Winter Period;
  - (d) a "**DSR Option Offer**" is an offer made by a DSR Participant to National Gas Transmission to enter into a DSR Option;
  - (e) in respect of a Day (D):

- (i) a "**Within-Day Option**" is a DSR Option which may be exercised by National Gas Transmission on Day D;
  - (ii) a "**Day-Ahead Option**" is a DSR Option which may be exercised by National Gas Transmission on Day D-1;
  - (iii) a "**5-Day-Ahead Option**" is a DSR Option which may be exercised by National Gas Transmission on Day D-5;
- (f) a "**WD**", "**DA**" or "**D-5**" DSR Option Offer is a DSR Option Offer respectively for a Within-Day Option, a Day-Ahead Option or a 5-Day-Ahead Option (each an "**Option Timeframe**");
- (g) an "**Available Exercise Day**" is a Day in respect of which National Gas Transmission may exercise a DSR Option, in accordance with paragraph 8.7.1;
- (h) the "**Option Start Time**" in relation to an Available Exercise Day is:
- (i) in relation to a Within-Day Option or Day-Ahead Option, the start of the Voluntary DSR Period in which that Day falls (in whole or part);
  - (ii) in relation to a 5-Day-Ahead Option, the time at which National Gas Transmission issues the notice under paragraph 8.7.2(b);
- (i) an "**Exercise Day**" is an Available Exercise Day in respect of which National Gas Transmission exercises a DSR Option, and an Exercise Day is "**discontinuous**" where the preceding Day was not an Exercise Day in respect of that DSR Option;
- (j) "**exercise**" means the exercise by National Gas Transmission of a DSR Option in accordance with paragraph 8.7.1 or 8.8.1;
- (k) "**DSR Contract**" means a contract for a DSR Option entered into between National Gas Transmission and an eligible Consumer;
- (l) the "**DSR Reduced Quantity**" in relation to a DSR Option is the reduced level of offtake (as provided in paragraph 8.1.2) expressed as a daily quantity in kWh;
- (m) the "**DSR Reduced Rate**" is a rate of offtake (in kWh/Day) determined as the DSR Reduced Quantity divided by 24;
- (n) in relation to a Within-Day Option:
- (i) the "**DSR Lead Time**" is the period in hours from notice of exercise of the option before the offtake of gas is to be reduced;
  - (ii) where the option is exercised, the "**Exercise Effective Time**" is the time which is the DSR Lead Time after notice of exercise was given;
- (o) a "**qualifying**" Supply Meter Point is a Class 1 Supply Meter Point;
- (p) a qualifying Supply Meter Point is "**eligible**" in relation to an Annual DSR Invitation issued in a Gas Year unless the offtake of gas at the Supply Meter Point started after the end of the Winter Period in that Gas Year;

- (q) "**Option Selection Guidance**" means the guidance in the DSR Methodology as to the selection of DSR Options for acceptance.

## 8.2 Quantities subject to Options

- 8.2.1 The "**Winter Average Demand**" for a Supply Meter Point in respect of a DSR Option for a Winter Period is calculated as:

$$\sum \text{SMPDQ} / N$$

where:

$\sum$  is the sum over all relevant Days in the preceding Winter Period;

SMPDQ is Supply Meter Point Daily Quantity;

N is the number of relevant Days in the preceding Winter Period;

and where a relevant Day is any Day other than:

- (a) a Day in respect of which a DSR Option was exercised in respect of, or on which (during a Network Gas Supply Emergency) National Gas Transmission required a reduction or discontinuance of the offtake of gas at, the Supply Meter Point;
- (b) a Day before the Day on which offtake of gas at the Supply Meter Point started.

- 8.2.2 Following (but not before) a DSR Option Invitation, National Grid Transmission will determine, and notify to each DSR Participant whose DSR Option Offer was accepted, the Winter Average Demand:

- (a) for the Winter Period of Gas Year Y, at the time provided in paragraph 8.6.4(b)(ii);
- (b) for the Winter Periods of Gas Years Y+1 and Y+2, by no later than 30 June in Gas Year Y and Gas Year Y+1.

- 8.2.3 The "**Option Quantity**" in respect of a DSR Option is calculated as:

$$\text{WAD} - \text{DRQ}$$

where:

WAD is the Winter Average Demand for the Supply Meter Point;

DRQ is the DSR Reduced Quantity for the DSR Option.

- 8.2.4 The "**Available Exercise Quantity**" in respect of a DSR Option and an Available Exercise Day is the quantity determined in accordance with paragraph 8.8.3.

## 8.3 Option Pricing

- 8.3.1 In respect of a DSR Option:

- (a) the "**Option Price**" is the price (in p/kWh per Day of the relevant Winter Period) payable to a DSR Participant for entering into the DSR Option;

- (b) the "**Daily Option Fee**" is the amount (in £ per Day of the relevant Winter Period) calculated as the Option Price multiplied by the Option Quantity;
- (c) the "**Exercise Price**" is the price (in p/kWh) payable to a DSR Participant in respect of a Day when the DSR Option is exercised.

8.3.2 The Exercise Price may be expressed (at the DSR Participant's election):

- (a) as a fixed amount (in p/kWh);
- (b) as a price to be determined in respect of an Available Exercise Day (D), in the form of the term  $(F * SAP)$ , where:
  - (i) SAP is the System Average Price on:
    - (A) for a Within-Day Option, Day D-1;
    - (B) for a Day-Ahead Option, Day D-2;
    - (C) for a 5-Day-Ahead Option, Day D-6;
  - (ii) F is a positive number (stated to two decimal places) specified by the User.

8.3.3 In respect of a DSR Option Offer, the "**Combined Price**" is the sum of the Option Price (for one Day) and the Exercise Price.

8.3.4 For the purposes of determining the Combined Price, where the Exercise Price is expressed in the form in paragraph 8.3.2(b), National Gas Transmission will determine a deemed value of SAP as the forward price for gas, for the winter corresponding to the relevant Winter Period, published in the Argus European Natural Gas Report on or most recently before the invitation close date.

#### **8.4 Annual DSR Option Invitation**

8.4.1 National Gas Transmission will, no later than 31 August in each Gas Year (Y-1), publish an invitation (**DSR Option Invitation**) to submit DSR Option Offers in respect of the Winter Periods of Gas Years Y, Y+1 and Y+2.

8.4.2 The DSR Option Invitation will specify:

- (a) the Winter Periods to which it applies;
- (b) the day by which DSR Option Offers may be made ("**invitation close date**"), which shall not be less than 15 Business Days from the date the invitation is issued;
- (c) the form in which a DSR Option Offer must be made;
- (d) such other matters (consistent with this paragraph 8) as National Gas Transmission decides.

8.4.3 The DSR Option Invitation will:

- (a) invite DSR Option Offers on the basis of the prevailing standard form of DSR Contract published by National Gas Transmission;

- (b) specify the basis on which a Consumer submitting a DSR Option Offer is to be bound by that contract;
- (c) require, as a condition of making a DSR Option Offer, that a Consumer that does not meet the credit conditions published by National Gas Transmission for the purposes of this paragraph (c) provide credit support (as provided in those credit conditions and the DSR Contract) in respect of its obligations under the DSR Contract should its offer be accepted.

8.4.4 The DSR Option Invitation may be combined with the invitation to Users issued under paragraph 7.3.

## 8.5 DSR Option Offers

8.5.1 A DSR Option Offer shall specify:

- (a) the identity of the DSR Participant submitting the offer;
- (b) the eligible Supply Meter Point in respect of which the offer is made;
- (c) the Winter Period for which the offer is made;
- (d) the DSR Reduced Quantity (in kWh) for which the offer is made;
- (e) the Option Price;
- (f) the Exercise Price (by specifying the value of 'F', in a case where the User elects the form in paragraph 8.3.2(b));
- (g) whether the option is a Within-Day Option, a Day-Ahead Option or a 5-Day-Ahead Option;
- (h) in the case of a Within-Day Option, the DSR Lead Time, which shall not exceed 6 hours.

8.5.2 A DSR Option Offer may specify:

- (a) that the offer is Linked (as provided in paragraph 8.5.3(c)) to another DSR Option Offer;
- (b) a minimum period in Days between Days of non-consecutive exercise ("**Minimum Exercise Interval**");
- (c) a maximum number of Days on which the DSR Option may be exercised in a Winter Period ("**Maximum Exercise Period**").

8.5.3 A DSR Participant may, in respect of a given Supply Meter Point:

- (a) submit DSR Option Offers for any or all of the relevant Winter Periods (but a separate offer must be submitted for each such period);
- (b) submit DSR Option Offers for more than one Option Timeframe, on the basis that (in accordance with paragraph 8.6.2) only one such DSR Option Offer will be accepted;

- (c) specify that two or more such DSR Option Offers are "**Linked**" (in which case none of them may be accepted unless all are).

8.5.4 Any DSR Option Offer which is not submitted in accordance with the requirements of this paragraph 8.5 and the DSR Option Invitation is not compliant and will not be eligible for acceptance.

8.5.5 A DSR Participant may withdraw or modify a DSR Option Offer up to 17:00 hours on the invitation close date but not after that time.

## **8.6 Selection and acceptance of DSR Option Offers**

8.6.1 For the purposes of this paragraph 8.6 a reference to a DSR Option Offer includes a DSR Option Offer made by a User pursuant to paragraph 7, and the terms Within-Day Option, Day-Ahead Option and Linked include the equivalent terms as defined in paragraph 7.

8.6.2 Following the invitation close date of the DSR Option Invitations under paragraph 7.3 and paragraph 8.4, National Gas Transmission will select compliant DSR Option Offers submitted pursuant to paragraph 7 and this paragraph 8 for acceptance, for each Winter Period separately, as follows:

- (a) National Gas Transmission will rank all DSR Option Offers:
  - (i) in order of Combined Price, lowest price ranked first, subject to paragraph (ii);
  - (ii) National Gas Transmission will adjust the ranking as and to the extent it decides (in accordance with the Option Selection Guidance) is appropriate:
    - (A) to give priority to Within-Day Options over Day-Ahead Options and to Day-Ahead Options over 5-Day-Ahead Options;
    - (B) to reflect the disadvantages of DSR Option Offers submitted by Consumers with a particular Minimum Exercise Interval and/or a Maximum Exercise Period, and the advantages of DSR Option Offers without those limits;
- (b) National Gas Transmission will exclude from the ranking any DSR Option Offer submitted by Consumers for the Winter Period of Gas Year Y for which it determines the Option Quantity to be less than 100,000kWh (and any such offer lapses);
- (c) National Gas Transmission shall determine (in accordance with the Option Selection Guidance, and taking account of DSR Options entered into under previous invitations for the same Winter Period) the total amount in respect of Daily Option Fees to be incurred in aggregate under that DSR Option Invitations under paragraph 7 and this paragraph 8 for all Days in that Winter Period;
- (d) DSR Option Offers are provisionally selected for acceptance, in the order ranked under paragraph (a), until either:
  - (i) the aggregate of the amounts for all Days in the Winter Period in respect of Daily Option Fees in respect of such offers is equal to the aggregate amount decided under paragraph (c); or
  - (ii) all of the DSR Option Offers are selected;

- (e) if, following the provisional selection, any of the provisionally selected DSR Option Offers is Linked to a DSR Option Offer which was not provisionally selected:
    - (i) that DSR Option Offer is eliminated from the ranking;
    - (ii) the selection process in paragraph (d) is repeated;
    - (iii) where necessary, this process under this paragraph (e) will be repeated until there has been a selection round following which this paragraph (e) does not apply;
  - (f) in accordance with the Option Selection Guidance, National Gas Transmission will set or adjust the amount referred to in paragraph (c) so that no DSR Option Offer is selected as to part only of the Option Quantity;
  - (g) the DSR Option Offers finally selected for acceptance are those selected under paragraph (e) where that paragraph applies, and otherwise those selected under paragraph (d).
- 8.6.3 Where a Consumer submits DSR Option Offers for the same Supply Meter Point for more than one Option Timeframe, selection of one such DSR Option Offer eliminates the others from the ranking.
- 8.6.4 If both the Consumer and a User submit DSR Option Offers for a Supply Meter Point, National Gas Transmission may (in its discretion) accept neither, or one only, of the DSR Option Offers in respect of the Supply Meter Point.
- 8.6.5 Following the selection process under paragraph 8.6.1, National Gas Transmission will, within 10 Business Days (but subject to the Option Selection Guidance) after the invitation close date:
- (a) accept the DSR Option Offers finally selected for acceptance;
  - (b) notify to each Consumer who submitted a DSR Option Offer which was accepted:
    - (i) such acceptance and the DSR Reduced Quantity;
    - (ii) the Winter Average Demand for the Winter Period of Gas Year Y; and
    - (iii) the Option Quantity for the Winter Period of Gas Year Y.
  - (c) notify to each User who submitted a DSR Option Offer which was accepted such acceptance and the quantity for which it was accepted;
  - (d) notify non-acceptance to each Consumer and User who submitted a DSR Option Offer which was not accepted;
  - (e) where it has accepted a DSR Option Offer from a Consumer, inform the Registered User of the Supply Meter Point, and (in the case of a LDZ Supply Meter Point) the DN Operator, that it has accepted a DSR Option Offer from the Consumer (but not any details of the resulting DSR Option).
- 8.6.6 Upon acceptance by National Gas Transmission of a DSR Option Offer the DSR Option is entered into and comes into force:

- (a) in the case of a DSR Option Offer submitted by a User, the DSR Option is automatically entered into and comes into force;
- (b) in the case of a DSR Option Offer submitted by a Consumer, the DSR Option is entered into and comes into force in accordance with what is provided in the DSR Option Invitation pursuant to paragraph 8.4.3(b).

8.6.7 Within 5 Business Days after giving the notifications under paragraph 8.6.5, National Gas Transmission shall publish the outcome of the DSR Option Invitation, specifying for each relevant Winter Period:

- (a) the total Option Quantities offered under all DSR Option Offers;
- (b) the total Option Quantities for which DSR Option Offers were accepted;
- (c) the number of DSR Participants and Users submitting DSR Option Offers;
- (d) the number of Supply Meter Points in respect of which DSR Option Offers were submitted;
- (e) the weighted average Option Price under all accepted DSR Option Offers;
- (f) the lowest and the highest Option Prices for which DSR Option Offers were accepted;
- (g) the lowest and the highest Exercise Prices for which DSR Option Offers were accepted, separately for Exercise Prices:
  - (i) under paragraph 7.2.2(a);
  - (ii) under paragraph 7.2.2(b) (stated on the basis in paragraph 7.2.4);
  - (iii) under paragraph 8.3.2(a); and
  - (iv) under paragraph 8.3.2(b);
- (h) the total amount in respect of Daily Option Fees payable in respect of all accepted DSR Option Offers.

8.6.8 If National Gas Transmission accepts a DSR Option Offer submitted by a Consumer for the Winter Period of Gas Year Y+1 or Y+2, and for either of those Winter Periods the Winter Average Demand less the DSR Reduced Quantity under the relevant DSR Option is less than 100,000 kWh:

- (a) National Gas Transmission will so inform the Consumer when notifying the Winter Average Demand under paragraph 8.2.2(b);
- (b) that DSR Option shall automatically terminate and be of no further effect.

## **8.7 DSR Option exercise – general**

8.7.1 Where a DSR Option is in force in respect of a Winter Period, subject to paragraph 8.7.3, National Gas Transmission may (in accordance with paragraph 8.8) exercise the option in respect of a Day (D) in the Winter Period:

- (a) in the case of a Within-Day Option or Day-Ahead Option, if Day D is a Day in respect of which a Margins Notice is given or a Gas Balancing Notification is in force;
- (b) in the case of a 5-Day-Ahead Option, if on Day D-5 the condition in paragraph 8.7.2 is met in relation to Day D.

8.7.2 The condition is that:

- (a) National Gas Transmission projects that, for Day D:
  - (i) the threshold in Section V5.9.3(b) will be reached; and
  - (ii) the amount by which Forecast Total System Demand will exceed Expected Available Supply will be not less than 14 MCM; and
- (b) National Gas Transmission issues, no later than 17:00 on D-5, a notice informing all Users of that projection and that it intends to exercise 5-Day-Ahead Options.

8.7.3 National Gas Transmission may not exercise a DSR Option in respect of a Day if:

- (a) the period from (but not including) the last discontinuous Exercise Day to (and including) that Day is less than the Minimum Exercise Interval, where applicable;
- (b) the number of Exercise Days in the Winter Period would (following such exercise) exceed the Maximum Exercise Period, where applicable.

8.7.4 A DSR Participant complies with a DSR Option which is exercised in respect of a Day by reducing the offtake of gas at the Supply Meter Point in accordance with paragraph 8.8.2 and the DSR Contract.

8.7.5 If on any Day or Days (each a **failure** Day) a DSR Participant fails to comply with a DSR Option which is exercised:

- (a) the DSR Participant is liable to pay to National Gas Transmission an amount calculated as follows:

$$\text{DOF} * 1.1 * \text{D} * \text{FD} / \text{TD}$$

where (in relation to the relevant DSR Option):

DOF is the Daily Option Fee;

D is the number of Days in the Winter Period

FD is the number of failure Days in the Winter Period;

TD is the total number of Exercise Days in the Winter Period;

- (b) any amount payable by a DSR Participant under paragraph (a) shall be determined by National Gas Transmission and invoiced as soon as practicable following the end of the Winter Period;
- (c) National Gas Transmission shall (when it invoices such amount) send to the DSR Participant a statement of the basis on which such amount has been determined, and

if the DSR Participant disputes the determination it shall notify National Gas Transmission promptly and they shall endeavour in good faith to resolve the dispute;

- (d) such amount is an additional Monthly Neutrality Adjustment Revenue, in respect of the month in which it is determined, for the purposes of Section F4.5.3(b)(iv); and any such amount due for payment in a month and unpaid at the end of the second following month shall be counted as an additional Monthly Neutrality Adjustment Cost within Section F4.5.3(a)(ii) and if subsequently paid as an additional Monthly Neutrality Adjustment Revenue within Section F4.5.3(b)(ii).

8.7.6 Where National Gas Transmission exercises a DSR Option, if the Supply Meter Point is a LDZ Supply Meter Point it will notify the relevant DN Operator of the exercise.

## **8.8 Exercise – further details**

8.8.1 Where a DSR Option is in force, in relation to any Available Exercise Day, National Gas Transmission may exercise the DSR Option by giving notice to the Consumer, in accordance with the DSR Contract:

- (a) in the case of a Within-Day Option, no later than the time which is the DSR Lead Time before the end of the Day;
- (b) in the case of a Day-Ahead Option, no later than 17:00 hours on Day D-1;
- (c) in the case of a 5-Day-Ahead Option, no later than 17:00 hours on Day D-5.

8.8.2 Where National Gas Transmission exercises a DSR Option, the DSR Contract will require that the Consumer:

- (a) in the case of a Within-Day Option, with effect from the DSR Lead Time after notice of exercise:
  - (i) reduce the rate of offtake on the Exercise Day to the DSR Reduced Rate, or
  - (ii) if the rate of offtake is then less than the DSR Reduced Rate, not increase the rate of offtake above the DSR Reduced Rate;
- (b) in the case of a Day-Ahead Option or 5-Day-Ahead Option, not offtake on the Exercise Day more than the DSR Reduced Quantity.

8.8.3 Where National Gas Transmission exercises a DSR Option, the Available Exercise Quantity is:

- (a) in the case of a Within-Day Option, the quantity determined as:

$$OQ * H / 24$$

where:

OQ is the Option Quantity;

H is the number of hours from the Exercise Effective Time to the end of the Day;

(b) in the case of a Day-Ahead Option or 5-Day-Ahead Option, the Option Quantity.

8.8.4 Where the Consumer complies with a DSR Option which is exercised, National Gas Transmission will pay the Consumer an amount calculated as the Available Exercise Quantity multiplied by the Exercise Price.

8.8.5 Neither the Available Exercise Quantity or the Exercise Price in respect of a DSR Option are to be taken into account in determining the System Marginal Buy Price or the System Average Price.

8.8.6 Where National Gas Transmission exercises a DSR Option it will not inform the Registered User of the Supply Meter Point of the exercise.

8.8.7 Where a DSR Option is in force, if a DSR Cessation Notice is issued and while it remains in force:

(a) National Gas Transmission will not exercise the DSR Option;

(b) Option Fee Instalments continue to be payable to the Consumer.

## **8.9 Option Fees**

8.9.1 Where a DSR Option is in force, National Gas Transmission shall pay Daily Option Fees to the DSR Participant in monthly instalments ("**Option Fee Instalments**") in respect of each month (m) of the relevant Winter Period.

8.9.2 Each monthly Option Fee Instalment is calculated as  $(DOF * DM)$ , where:

DOF is the Daily Option Fee;

DM is the number of days in the relevant month.

8.9.3 Option Fee Instalments shall be paid in accordance with the DSR Contract.

8.9.4 The Option Fee Instalments payable to a DSR Participant in respect of a month are additional Monthly Neutrality Adjustment Costs in respect of that month for the purposes of Section F4.5.3(a)(v).

8.9.5 For the avoidance of doubt, Daily Option Fees are not taken account in calculating the System Average Price, the System Marginal Buy Price or the System Marginal Sell Price.

## **8.10 Further provisions**

8.10.1 Each User agrees and accepts that:

(a) National Gas Transmission may invite and accept DSR Option Offers from Consumers and enter into DSR Options;

(b) in exercising a DSR Option, National Gas Transmission owes no duty to the Registered User or Supplier;

(c) it is the responsibility of the Registered User of a Supply Meter Point which is subject to a DSR Option to obtain (or to procure that the Supplier obtains) from the Consumer

such information about a DSR Option or the exercise of such option as they may require.

- 8.10.2 The terms of a DSR Contract shall be consistent with the provisions (so far as relating to Consumers) of this paragraph 8, and shall not restrict the Consumer from informing the supplier or Registered User about the contract or the exercise of the DSR Option, but otherwise shall be decided by National Gas Transmission.
- 8.10.3 The DSR Contract will provide for the basis on which a DSR Option may be transferred to another Consumer or terminated (including on the Consumer transferring or otherwise ceasing to occupy the Supply Point Premises or to carry on business) and the consequences for payment of Daily Option Fees.
- 8.10.4 For the avoidance of doubt nothing in this paragraph 8 creates any rights or obligations binding as between National Gas Transmission and a Consumer; and where this paragraph 8 provides for a requirement or entitlement of a Consumer, the DSR Contract will (pursuant to paragraph 8.10.2) establish that requirement or entitlement.

## **SECTION F – SYSTEM CLEARING, BALANCING CHARGES AND NEUTRALITY**

*Amend paragraph 1.2.3 as shown below:*

- 1.2.3 For the purposes of paragraph 1.2.1(a), (b) and (c) Excluded Locational Actions and Excluded DSR Actions will be excluded in determining the System Marginal Sell Price, the System Marginal Buy Price and the System Average Price.

*Amend paragraph 1.2.4 as shown below:*

- 1.2.4 For the purposes of paragraph 1.2.3:
- (a) an "**Excluded Locational Action**" is a Market Balancing Buy Action or a Market Balancing Sell Action taken pursuant to Section D1.5 for the purposes of increasing or decreasing gas flows at a System Point for the purposes of avoiding or remedying a Localised Transportation Deficit, Transportation Constraint, Entry Capability Shortfall or Firm Capacity Shortfall;
- (b) an "**Excluded DSR Action**" is a Marketing Balancing Action taken by way of acceptance of a DSR Market Offer submitted pursuant to a 5-Day-Ahead Option pursuant to Section D7.