

Connection Policy – Transitional Arrangements

Application Form for Capacity Release

Version 1 Published 22nd December 2016

Version 2 Published 02nd May 2017



Introduction

On the 12th October 2016, the Commission for Energy Regulation (CER) published a Decision Paper - Connection Policy Transitional Arrangements [CER/16/284](#) (the “CER Decision Paper”), following a CER Consultation - Review of Connection and Grid Access Policy: Initial Thinking & Proposed Transitional Arrangements [CER/15/284](#). On the 19th April 2017 the CER published a further amendment to the CER Decision Paper - Connection Policy Transitional Arrangements Partial Capacity Release [CER/17/090](#) (the “CER Partial Capacity Release Decision”).

As directed by the CER, this standard application form has been published to facilitate the implementation of Section 3.4 of the CER Decision Paper, as amended by the CER Partial Capacity Release Decision, and EirGrid plc (in its capacity as Transmission System Operator or “TSO”) is now accepting applications from eligible projects. This application form should not be used for any other purpose.

In line with Section 3.4 of the CER Decision Paper, as amended by the CER Partial Capacity Release Decision, the deadline for applications to be received is **30th June 2017**. Any applications received after this date will not be processed unless otherwise directed by the CER.

On receipt of an application, EirGrid plc will terminate all or part of an eligible Customer’s Transmission Connection Agreement as applicable, and the associated refunds and charges shall be applied according to the capacity being released (full or partial gate, as set out in the CER Decision Paper and the CER Partial Capacity Release Decision respectively).

For full details please refer to the [CER Decision Paper, the Information Note](#) and the [CER Partial Capacity Release Decision](#).

The Application

References in this Application to the “TSO” should be interpreted as EirGrid plc, being the holder of the transmission system operator license in Ireland issued pursuant to Section 14(e) of the Electricity Regulation Act 1999 as amended.

This application form specifies the information the TSO requires to process an application for capacity release in accordance with the CER Capacity Release Decision.

Please note that this application form is for Transmission Connection Agreements only. If you wish to avail of the capacity release measure under the CER Capacity Release Decision and have a Distribution Connection Agreement, please contact ESB Networks: DSOgenerators@esb.ie

EirGrid reserves the right to request additional data as necessary, and the applicant should provide such information promptly. Failure to provide the requested information may result in your application being delayed or rejected.

Definitions of terms used in this form can be found in the General Conditions of Connection and Transmission Use of System (the “General Conditions”).

When the application form is completed, please send the form in hardcopy (with original signature) to the below address, and email an electronic version to OPMO@eirgrid.com

EirGrid
Customer Relations
The Oval
160 Shelbourne Road
Ballsbridge
D04 FW28
Ireland

Tel: +353 1 702 6642
Fax: +353 1 661 5375
Email: info@eirgrid.com

If any queries arise, please do not hesitate to contact our Customer Relations Team at, CUSTOMER.SUPPORT@eirgrid.com.

A. Project Details

1. Full name of the applicant¹ (the Customer):

2. Address and Eircode of the applicant or in the case of a corporate body, the registered address:

3. Company Registration No. (If applicable)

4. Transmission Connection Agreement Reference Number (PXX)

5. Facility Name

¹ The customer details provided must be same as the contracted party as specified in the relevant Transmission Connection Agreement.

6. Full Termination/Partial Termination

Full Contracted Capacity to be released

Partial Contracted Capacity to be released

If applying for partial release of contracted capacity please fill in the following details:

Total Contracted MEC (in MW):

MEC (in MW) to be released:

Gate under which MEC (in MW) to be **released** was awarded:

MEC (in MW) to be retained:

Gate under which MEC (in MW) to be **retained** was awarded:

7. Print here the name of Authorised Signatory of the Customer who will sign Section D of this Application (Agreement to Terminate)

Additional Information Required as Proof of Authorised Signatory of the Customer:

The following documents are required to accompany this application as proof that the signatory in Section D of this Application Form (Agreement to Terminate) is an authorised signatory of the Customer:

- (i) a certified copy of the current Articles of Association of the Customer's company demonstrating that the signatory has the necessary authority to enter into contracts as well as the terminating or altering of existing contracts for and on behalf of the Customer; [and]
- (ii) a certified copy of the relevant board minute or written resolution demonstrating that the signatory has the necessary authority to enter into the Transmission Connection Agreement and Interface Undertakings and/or the termination or modification of the Transmission Connection Agreement for and on behalf of the Customer.

B. Applicant Details (if different to Section A)

1. Contact Person(s)

2. Telephone Number

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3. Email Address

4. Contact Address and Eircode (if different to section A)

C. Bank Details Required for Refund Process

Irrespective of information provided in Section A and Section B above, please provide contact details for ***invoicing purposes*** below. Please note, refunds will only be made to the Customer (i.e. the contracted legal entity). For clarity, the First Stage Payment refund under CER Decision Paper CER/16/284 applies to the release of full gate capacity only. Refunds, if any, applicable under CER/17/090 in relation to capacity release of part of the capacity under a gate shall be determined until the connection modification process has been completed.

1. Contact Person for refunding purposes

2. Telephone Number

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3. Email Address

4. Contact Address and Eircode for refunding purposes (if different to Section A and B)

5. Bank Details

The customer must submit the bank details of the account to which the Customer's refund should be paid on company letterhead and include with this application form. Failure to provide the relevant details in the format requested may result in your application being rejected.

D. Agreement to Terminate

By submitting this application form, you confirm on behalf of the Customer that the Customer's project meets the eligibility criteria outlined in Section 3.4.1 of the CER Decision Paper or Section 2.1 of the CER Partial Capacity Release Decision, and therefore can avail of the capacity release measure. EirGrid reserves the right to reject applications where the project does not meet this criteria.

By signing this application form for release of all or part of the capacity reserved to the Customer under the Transmission Connection Agreement, as specified in section A points 4 and 6 above, I acknowledge on behalf of the Customer that, in accordance with section 3.4.2 of the CER Decision Paper or Section 2.2 of the CER Partial Capacity Release Decision, such an application cannot be withdrawn as of the date written below.

I acknowledge and agree on behalf of the Customer that a Notice of Termination will issue from EirGrid and that the contracted capacity identified for release in section A point 6 will be released from the effective date specified in such Notice of Termination, Annex 1. In circumstances where the release applies to all capacity under the Customer's Connection Agreement, I acknowledge and agree that the Connection Agreement will terminate as and from the effective date specified in such Notice of Termination, Annex 1.

For the avoidance of doubt, and in accordance with Section 3.4.2 of the CER Decision Paper or Section 2.2 of the CER Partial Release Decision, full or partial termination of the Connection Agreement will not release the Customer from any existing contractual obligations to the system operators or third parties resulting from stranded assets.

Signed: _____

Print Name: _____

Date: _____

Checklist

- ☐ Completed Application Form
- ☐ Proof of Authorised Signatory
- ☐ Refund Bank Details on Company Letterhead
- ☐ Authorised Signatory has signed Section D – Agreement to Terminate

DRAFT* Template TSO Notice of Termination

Dear [],

We refer to the Transmission Connection Agreement between EirGrid plc (“**EirGrid**”) and [] (the “**Customer**”) dated [] (the “**Connection Agreement**”). EirGrid hereby acknowledges receipt of the Customer’s application for a [full termination / partial termination]² of the Connection Agreement as specified in Annex 1 hereto.

Terms and expressions used in this letter bear the same respective meanings as in the Connection Agreement (incorporating the [General Conditions of Connection and Transmission Use of System](#) available at www.eirgrid.com) unless otherwise expressly defined herein.

The CER issued decision papers CER/16/284 (the “CER Decision Paper”) on 12th October 2016 and CER/17/090 on 19th April 2017 (the “CER Partial Capacity Release Decision”) in respect of Connection Policy Transitional Arrangements, in which EirGrid is directed [at section 3.4] to “*terminate by notice the connection agreement or that part of the connection agreement for capacity awarded under a given gate, as applicable, for eligible applicants*” and [at section 2.2] to “*modify the eligible applicant’s connection agreement to account for the reduced MEC*”, respectively.

Pursuant to the CER Decision Paper and CER Partial Release Decision, EirGrid hereby issues this Notice of Termination in respect of the Customer’s Connection Agreement on the following terms:

Full Termination

With effect from the Effective Date specified in Annex 1, the Connection Agreement shall be terminated. Termination of the Connection Agreement under this Notice of Termination does not affect such provisions of the Connection Agreement which are specified, or which would reasonably be expected, to survive expiry or termination. For the avoidance of doubt, and in accordance with Section 3.4.2 of the CER Decision Paper, termination of the Connection Agreement will not release the Customer from any existing contractual obligations to the system operators or third parties resulting from stranded assets.

OR

² Delete as appropriate.

Partial Termination (full gate)

With effect from the Effective Date specified in Annex 1, the Customer's Connection Agreement shall be deemed to be amended so that the Maximum Export Capacity is reduced by an amount of capacity equal to that specified in Annex 1 as the "Capacity to be Released". The release of capacity under the Connection Agreement pursuant to this Notice of Termination shall not affect the provisions of the Customer's Connection Agreement save to the extent that such provisions are specific to the released capacity.³ In the event of issuing a partial termination notice, a new revised Connection Agreement may be issued to reflect the new contracted capacity where applicable.

OR

Partial Termination (partial gate)

With effect from the Effective Date specified in Annex 1, the Customer's Connection Agreement shall be deemed to be amended so that the Maximum Export Capacity is reduced by an amount of capacity equal to that specified in Annex 1 as the "Capacity to be Released". The release of capacity under the Connection Agreement pursuant to this Notice of Termination shall not affect the provisions of the Customer's Connection Agreement save to the extent that such provisions are specific to the released capacity. In the event of issuing a partial termination notice, a new revised Connection Agreement may be issued to reflect the new contracted capacity where applicable.

³ For the avoidance of doubt, COPP Section 10 ruleset applies in the release of capacity scenario. Where re-optimisation is not possible and stranded assets in a sub-group are created due to a project terminating under the capacity release measure, the applicant releasing the capacity is not liable for the stranded asset cost in this case. Instead the Use of System customer will cover the outstanding balance created by the releasing party's termination.

As per Section 3.4.2 of the CER Decision, "termination of connection agreement does not release the applicant from any existing contractual obligations to the system operators or third parties resulting from stranded assets." This applies in scenarios including where the releasing party has already relocated and due to the relocation has a stranded asset or other liability.

Annex 1

Customer:	
Facility:	
Full / Partial Termination:	
Capacity to be released:	
Relevant Gate of Capacity to be released:	
Effective Date of Termination:	

Annex 2

Application Form for Capacity Release to be attached

- * This is a draft template which may be subject to change. Each application will be treated individually on a case by case basis