



Modification Fees for Connection Offers

March 2013

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1. Introduction

This document outlines the process for dealing with modification requests (as set out in Section 3), and the fees chargeable to the customer (Section 4) when applying for modifications to Connection Offers or Connection Agreements issued by either ESB Networks Ltd., in its role as the DSO, or EirGrid, in its role as the TSO (together known as the “System Operators” or “SOs”). This document reflects CER’s decision CER/13/094

The fee structure and the leadtimes associated (set out in Section 4) are based on a number of general principles and assumptions which are described in Section 5. Appendix 1 includes some specifics as to how different, regularly occurring categories of modifications would be treated under this system.

2. Modifications processed free of Charge

There are a number of modifications which are processed by the System Operators at no charge to the parties to whom the modified offer will issue. These are set out in the table below

Basic Type	Types of Modifications
Application Data	Provision of Applicant Specific Data (One submission only. Second and subsequent submissions will be charged. There is a contractual obligation on all customers to submit this data at least 12 months ¹ in advance of energisation ² .
Change to internal network (provision of as built information)	Change to internal network < 1 km of total conductor lengths
	Change to internal network > 1 km of total conductor lengths
Offer Validity Period ³	Extending offer validity period
Subgroup Reprocessing	Subgroup dropout and reprocessing
Accelerated Works	Assessing whether works can progress in advance of full group turn-out ⁴
System Optimisation	Modifications required by the system operators for system optimisation and other system operator requirements
Commercial terms	Change in bonding regime as per cer/09/138
Application Data for applicant in queue	Where an application has been submitted but has yet to be approved for processing, it may be possible to change details, such as changing the location of the project, while maintaining queue position. The first such change will be processed at no charge and a level 1 will apply thereafter. Please note that an increase in MEC is considered as a new application – even where the existing application is awaiting processing
Some instances of Change in Longstop Date	Where the delay in progressing the project has been due to a delay on the part of the SOs such a modification will be progressed free of charge

Table 1

¹ Unless otherwise specifically stated in contract

² Position will be reviewed in the event that updated data is driving material changes to the connection works/contract

³ Due to current circumstances with Gate 3 offer validity periods it is anticipated that these modification requests will be very limited in number. This will be subject to particular review

⁴ This has been a feature of some of the Gate 3 acceptances to date. It is intended that such an assessment would only be carried out where there is an extended validity period for some or all of group members. The assessment will be to ensure that there is no excessive risk to the End-User in progressing a project

While the above modifications are progressed free of charge, they do have the potential to impact on delivery where a large number of such modifications are requested or required.

3. Modification Application Process

When submitting a request for modification the customer should provide the following:

- The general modification form (Appendix 2);
- One or more of the forms listed in the general section (ref Appendix 2) depending on the modification(s) requested;
- Any consents required from other parties;
- Initial modification fee equivalent to a Level 1 fee plus VAT⁵; and
- Any supporting documentation required.

Typically either a NC5 (full technical criteria) form or a NC5A (reduced criteria) form will also be required. If the applicant is unsure as to which form to submit the relevant SO can be contacted to confirm.

The application form, the modification form and any cover letter included should be signed by an authorised person from the company (usually a Secretary/Director) and submitted in hard copy and soft copy. The cover letter should be on company headed paper. The process for progressing is then as below

1. Once a modification request has been received, it will be assessed by both SOs to determine:
 - a) Whether the modification can be processed⁶;
 - b) Whether all the information required has been included;
 - c) The appropriate level of the modification request, and the corresponding fee which should apply; and
 - d) An expected lead time for delivery of a modified connection offer.

If insufficient data is available to complete the assessment, the SOs will request further information from the customer and confirm the applicable fee and timeline once satisfactory information has been provided. Where all information is available and the submission is clear, the SO's would expect the timeframe for assessing the modification to be no more than 20 business days;

⁵ In the event that the modification progresses, the initial deposit will be netted from the full modification fee.

⁶ The Connection Offer Process and Policy paper sets out a variety of rules indicating where modifications are allowable, and in which scenarios modifications may not be allowed.

2. Once all the information required is available, and the fee and lead time for delivery has been established, the customer will be advised of the scope of the modification, as understood by the SOs, and must confirm in writing that they wish to progress;
3. Upon receipt of the confirmation an invoice will be issued for the balance of the modification fee. The timeline for processing of the modification request will commence once the fee has been paid, and any outstanding information or clarifications have been provided;
4. Payment of the fee quoted for the modification will be deemed to be acceptance of the level of the fee. Should an applicant disagree with the level applied, any query should be raised prior to the fee being paid and work commencing.

To avoid the potential for multiple modification requests to impact on delivery of renewable targets, in general, and subject to general policy on longstop dates, the SOs consider the original longstop dates for the Connection Agreements should continue to apply.

It should be noted that a modification request may lead to other connection works on a project or other projects being put on hold temporarily. The decision as to whether construction works should be put on hold would depend on a number of factors including whether the modification has the potential to change the connection works required. Where a customer not requesting a modification is likely to be delayed as a result of same, consent will be required to allow the modification proceed

Timeline for Customer Response

In the event that the customer does not:

- respond to a request for clarification or additional supporting documents or
- confirm that they wish to proceed with a modification or
- pay the balance of the modification fee

within a period of three months of the last request from the SO, all the application information and work carried out in checking the application shall be discarded and the initial application fee payment forfeited. This policy may be waived only in exceptional circumstances. The customer shall be required to restart the process should they then wish to proceed with the requested modification.

Multiple Modifications

While in theory there is no limit to the number of modifications which can be processed the following should be noted:

1. For purposes of efficiency, if there are a number of different changes requested to a connection agreement these are best processed at the same time;
2. Should additional changes be submitted post commencement of a particular modification, the time line for delivery of the modified offer will most likely re-start and additional fees are likely to apply;

3. Except where more than 3 changes are requested and as set out in Section 5 customers will generally only be charged on the basis of the highest level applicable to the modification request i.e. they are not additive.

Where more than 3 mods are requested the SO's may increase by a level however it is intended that

- the ceiling is a level 4 based on current processes.
- The SOs would not envisage many cases where additional charges would apply.

(Section 5 provides more specific guidelines as to how requests for multiple modifications will be charged.).

Please note where the modification fee is capped at the appropriate application fee, then the charge for processing multiple modifications for a single applicant will also be capped at this fee. See Section 4 below re capping of modification fees.

4. Modification Fees and Lead Times

Modification fees

Table 2 outlines the fees (ex VAT) to apply to 30 September 2013, and which are applicable to a given complexity of modification. The SOs will determine the appropriate level of fee based on the table below for each individual application and the general principles set out in Appendix 1.

Level	Initial deposit (excl VAT)	Balance of fee (excl VAT)	Total Fee (excl VAT)
Level 1	€853	-	€853
Level 1.5	€853	€4,290	€5,143
Level 2	€853	€8,581	€9,434
Level 2.5	€853	€13,020	€13,873
Level 3	€853	€17,459	€18,312
Level 3.5	€853	€21,066	€21,919
Level 4	€853	€24,673	€25,526

Table 2: Fee Structure applicable to 30 September 2013⁷

Capping the Modification Fee

Regardless of the complexity of the modification, in general no generator will pay more than their applicable application fee (based on a new application – with shallow works – for their MEC) for a modification. For example, a project of 499kW will typically not pay more for a modification than €1539⁸, or the revised application fee for the current year. The exception to this rule would be where an applicant requested a modification to shared assets for a sub-group which resulted in multiple offers being issued. This is specifically dealt with in Section 5 principle 7.

Modification Leadtimes

⁷ Post 30 September 2013 please refer to websites www.esb.ie/esbnetworks and www.eirgrid.com

⁸ Fee applicable to 30 September 2013 excl VAT

Typical leadtimes for modification processing once the modification application has been completed and relevant fee paid are as per table 3 below. In some cases the fee level may be 1 or 1.5 but the timeframe will be longer due to the complexity of the work involved for such a level. This will be notified to the customer before work commences.

Form of Modification	Typical Lead-time from Official Commencement
Level 1	20 business days
Level 1.5	45-90 business days
Level 2-4	90 business days

Table 3: Table of lead-times

As set out in Section 3 above, a specific target delivery timeline for modifications will be advised to the customer once the required information has been submitted by the customer. The Official Commencement of the modification will be once the scope of the modification has been formally confirmed by the customer; all fees payable have been paid; all required information has been provided by the customer and any other requirements as identified in communications to the customer. The timelines above are the amount of time that the SOs generally expect to require to process a modification. Where possible the SOs will issue modified offers in advance of these dates. On occasion, however, and particularly for complex modifications the typical timelines will be exceeded. An example of a complex modification would include underground cabling of 110kV or 220kV circuits. Where the SOs consider that a modification is particularly complex then the SOs will engage with the customer to explain the complexity of the assessment and advise of a specific target delivery timeframe.

It should also be noted that – for certain modifications – the SOs may be able to progress works based on a proposed modification, even where the modified offer has neither been issued nor accepted. This can only be done where there is no risk of under-recovery to the End User, and should only be considered by the customer in exceptional circumstances. Any customer can contact their SO to determine whether this may be an option for their particular modification.

Where the impact of a change in the assumptions is assessed to primarily affect the delivery timeline, the SOs will advise/update those affected of the estimated delivery date of the modifications.

In the event that it is necessary to prioritise modifications they should be done in the following order:

- Modifications to offers for permanent connections which have already been accepted
- Modifications to offers for temporary connection which have already been accepted
- Modifications to offers which have not yet been accepted

Where a choice is necessary between progressing modifications to offers which are accepted (permanent or temporary) then the SOs shall consider critical path projects to be priority i.e. the SOs shall have discretion in deciding what applications to progress based on perceived urgency.

5. General Principles and Assumptions

This section sets out the general principles which apply when determining the level of fee for a given modification and also – in group scenarios – which party or parties are liable for the fee. In the event that the principles are not directly applicable to a given case, the SOs will endeavour to apply the general principles in a fair and equitable manner.

- 1.** The modification fee levels and general process assumes that the principles and process set out in Connection Offers Process and Policy (2011) applies. Any change to these principles and policies may lead to a change in levels or process
- 2.** Where a subgroup is potentially affected by the modification(s) requested by a member of that subgroup, the customer requesting the modification(s) should ensure that the other members of the subgroup are aware of the potential impact and that there are no objections to the modification.⁹
- 3.** Where there is a potential negative impact on another customer's connection method, connection charges or connection leadtimes, the customer requesting the modification will be obliged to provide evidence of consent from the other customer(s) to proceed. This is in line with the general principle of unanimous decision making within subgroups.
- 4.** A fee will be charged per new connection offer issued.
 - i. For a merger of a number of projects into one, therefore, a single modification fee will be charged. In this case the applicants shall nominate which applicants should be invoiced for the applicable modification fee.
 - ii. Where a project is split, such that 2 or more new offers are issued, a fee will apply per each new offer. The two fees will be charged to the applicant requesting the split.
- 5.** Changes in the connection method which arise as a result of the detailed design process – typically minor changes to circuit length – will usually be accommodated as part of the standard process, and the changes in the connection method and associated costs will be formally advised to the customer as part of the process of advising pass through costs. However in some exceptional cases, such changes have the potential to drive a more

⁹ Subgroup members were advised to the members of a subgroup as part of Gate 3 and it is intended that the SOs would do likewise for future Gates.

fundamental change in connection (for example a change to conductor size, or even a change in voltage level). In such cases it may be necessary to process this change as a SO driven modification.

- 6.** Where a change to shared works is being driven by a modification request(s), the allocation of modification fees will apply equally to all parties in the sub-group affected by the change. The fee shall be calculated as normal for one of the parties, and a level 1.5 will be applied for all other connection offers that have to be issued. The total fee will then be split per connection offer issued. For applicants that are subject to a fee cap this will apply for the resulting individual fee for that applicant, not the total fee calculation. If customers wish to allocate the fee specifically within a sub-group that is of course up to the sub-group members to do so.

Example:

- Modification is to change 110kV circuit from overhead line to underground cable
- 3 new offers to issue
- Normal modification is a level 4 and two offer modifications at level 1.5
- The total is approx €36,000.¹⁰
- Split between the 3 applicants is €12,000 each
- In the case where one applicant is 499kW, fee will be €1539, for this applicant and €12,000 for remaining two

This type of request is likely to be mainly applicable for connection method changes to shared assets. In addition this principle may be applicable where a project is being split.

- 7.** In the case where a customer requests a modification to a shared asset and a further modification specifically for their project the fee applicable for that customer will be the higher of:

- i. Their share of the group modification request
- ii. The level for the dedicated modification

- 8.** Requests to repower or refurbish a generation plant shall be assessed according the number and type of changes required by the applicant such as extension to term, change in turbine type, etc. The fee shall be calculated in accordance with the examples above (5 and 6).

- 9.** In a case where the SOs agree to process a modification and subsequently determine that it is not possible or appropriate to progress it the customer shall be refunded the modification fee paid less the original deposit (level 1) paid to assess the application. For the avoidance of doubt the SOs will continue to process the modification on the assumption that it is possible

¹⁰ All amounts quoted are based on 2012/1013 fees and exclusive of VAT

and appropriate to do so until it is determined otherwise. The costs incurred by the SOs to get to this point will not be to the cost of the customer.

- 10.** Where, within 6 months of the modified offer lapsing, a customer requests the reissue of a modified offer with minor changes to what was previously issued even where the offer may have lapsed, only a Level 1 charge will apply for the re-issue provided circumstances have not changed on the system compared with the basis for the original modification.
- 11.** Where a modified offer has been issued but has not been accepted, rejected or lapsed, then in line with the principles set out during Gate 3, studies for subsequent parties will assume the offer has been accepted.
- 12.** Where a customer requested modification is being processed at the same time as a SO required modification the fee will be reduced by the amount of a Level 1 fee to account for the saving in contract work that would have had to be done by the SOs anyway.
- 13.** The SO's will continue to offer the option to generators to modify their offers prior to offer acceptance. However as set out in COPP, customers should note that this does not lead to an extension of the offer validity period. For clarity, where a modification is requested and is being processed prior to the original offer being accepted than
 - i. The original offer lapse date will remain unaffected
 - ii. If the original offer lapses prior to the modification being issued, a modified offer will not issue. in such an instance there will be no refund of modification fees
 - iii. Where the modified offer issues prior to the lapse date of the original offer, the modified offer will have the same lapse date as the original offer (rather than 60 business days post issue which is the norm)
- 14.** The modification fees quoted are in 2012/2013 money, and are subject to an annual adjustment in line with CPI/HICP and will be included as an appendix in the annual EirGrid Statement of Charges. ESBN will publish the updated charges on their website as per current practice with application fees.
- 15.** The fees are subject to VAT at the appropriate rate.

6. Contact Details

Contact details for modification related queries are:

ESBN: Email: DSOGenerators@esb.ie

EirGrid: Telephone + 353 (01) 7026642 email: info@eirgrid.com

Appendix One – Categorisation of Modifications

Table 2 Section 4 sets out the fee schedule. Tables 4 and 5 have been set out to give as clear an indication as possible as to what level fee will apply for a particular type of modification. The types of modifications listed in Tables 4 and 5 below are a list of the currently known typical modification requests. This list may be refined/clarified once more experience is gained. In addition as new types of modifications are requested the SOs shall apply the appropriate level and update the list periodically. The modification fee chargeable to a given project will be capped at the application fee that would be applicable to the MEC¹¹ of the project.

For a list of modifications to be processed free of charge, please refer to Section 2 Table 1

¹¹ Actual MEC rather than change in MEC

Table 4 – General table of chargeable modifications ¹²

Basic Type	Types of Modifications	Level	Main Driver
Name Change	Applicant Name Change/Change of Legal Entity	1	Commercial
Application Data for applicant in queue – second and subsequent changes	Where an application has been submitted, the first such change will be processed at no charge and a level 1 will apply thereafter.	1	Commercial
Firm or non-firm	Change in choice of a firm or non-firm/firm offer where no shared shallow works	1	Commercial
	Change in choice of a firm or non-firm/firm offer where shared shallow works	2.5	Construction and Commercial
Longstop Dates	Change to longstop dates where allowed	1.5	Technical and Commercial
Metering	Change to metering arrangements	1.5	Construction and Commercial
Merger	Merging projects with no significant expected change to works, charges or bonding arrangements (note 1)	1.5	Commercial
	Merging projects with no significant expected change to shallow works (note 1)	2.5	Tech Studies
	Merging projects with significant expected change to shallow works	4	All
Splitting	Splitting projects with no significant expected change to works, charges or bonding arrangements (note 1)	1.5	Commercial
	Splitting projects with no significant expected change to shallow works but impact on charges or bonding (note 1)	2 ¹³	Tech Studies
	Splitting projects with significant expected change to shallow works (note 1)	4	All
Relocation	Capacity Relocation with no significant expected change to shallow works (note 1). This includes where a customer relocates capacity behind the connection point.	1.5	Tech Studies
	Capacity Relocation which only reduces the connecting circuit length	2	All
	Capacity Relocation with significant expected change to shallow works	4	All
MEC Change	Decrease in MEC with no significant expected change to shallow works (note 1)	1.5	Commercial
	Decrease in MEC with significant expected change to shallow works	4	All
	Increase in MEC	Per new application fees ¹⁴	All
MIC Change	Decrease in MIC with no significant expected	1 ¹⁵	Commercial

¹² Table 5 covers changes to specific data in particular¹³ See principle 3 Section 5¹⁴ See fees for new applications in EirGrid's Statement of Charges or refer to www.esb.ie/esbnetworks for ESB policy¹⁵ There will be no charge if part of first change to specific or assumed data – whichever the original offer was based on.

	change to shallow works (note 1)		
	Increase in MIC where no studies required - typically for a generator seeking a MIC increase less than 4MW and where MEC is greater than twice the MIC	1.5	All
	Decrease in MIC with significant expected change to shallow works	4	Commercial
	Increase in MIC where studies required	Per new application fees ¹²	All
Change to overhead or underground cable (See note 3 below)	Change from overhead line to underground cable or vice versa for connection method with no significant expected additional change to shallow works (note 1)	1.5	Tech Studies
	Change from overhead line to underground cable or vice versa for connection method with significant potential additional change to shallow works	4	All
Phasing	Phasing legacy projects (no impact on connection works timeline)	1.5	Commercial
	Phasing Projects as per COPP ruleset	2	Construction and Commercial
Extension to term of contract	Extension to term of contract with no significant expected change to shallow or deep Transmission works (note 2)	1.5	Commercial
	Extension to term of contract with expected change to deep Transmission works but no expected significant changes to shallow works	3	Technical and Commercial
	Extension to term of contract with significant expected change to shallow works	4	All
	Extension to term of contract with expected significant change to shallow and deep Transmission works	Per new application fees ¹²	All
Contestability	Change to contestability decision where allowed	2	Construction and Commercial
RTUs	Change in number of RTU devices	2	Construction and Commercial
Overhaul/refurbishing a generator	Changes made to a connected generator due to overhaul or refurbishing	2.5	All
Change to technology type	Change to technology type where assessment does not require additional studies ¹⁶	1.5	Commercial
	Change to technology type where assessment requires additional studies	2.5	Commercial and Technical
	Change to technology type where assessment requires additional studies and likely to require significant changes to shallow works	4	All
Temporary Connection	Temporary Connections	4	All

Notes on Table 4 above

¹⁶ Please note where the change is submitted as part of a change to specific data, and the change to specific data is chargeable, then there will be no additional charge for this modification

1. 'Significant expected change' means where the SOs believe that the modification requested has a material impact on the connection method that was originally offered to the customer (beyond the specific change requested) and therefore is likely to affect the connection charge. Assets chargeable to the customer are as set out in the Quotation letter (DSO customers) or Offer Letter (TSO customers). Any changes to these assets would be considered significant. Primary examples of this would be where one or more of the following is likely to be changed:

Shallow Works (TSO & DSO)
Number or size of connecting stations
Number of circuits and associated terminations
Number of couplers in a connecting station
Length, type or rating of the circuit(s)
Number or rating of transformers
Number or rating of bays
Increased busbar rating
The modification requested causes changes to the asset sharing arrangements or other Connection Method changes to another connecting or connected customer
Requirements to introduce bonding arrangements to cover potential stranded assets
Deep reinforcement (DSO)
Changes in circuit reinforcement requirements
Changes in station reinforcement requirements
Changes in protection requirements

These types of changes impact on the works, costs, leadtimes and legal assumptions contained in the original connection offer and therefore require significant reassessment by the SOs across the technical, commercial and construction related drivers.

2. For the avoidance of doubt, all references to shallow works in table 4 should be taken to also include deep distribution works

Changes to Applicant Specific Data – Second and Subsequent submissions. Initial submission processed free of charge (Table 5 below)

Table 5 – Changes to Applicant Specific Data

Basic Type	Types of Modifications	Level	Main Driver
House Load	Change to house load	1	Commercial
Reactive Power Devices	Change to reactive power compensation devices	2	Tech Studies
Change to generation turbine/unit(s)	Change to generation turbine/unit ¹⁷ with no significant expected change to shallow works	2.5	Tech Studies
	Change to number of generating turbines/units with no significant expected change to shallow works	2.5	Tech Studies
	Change to generation turbine/unit ¹⁸ with significant expected change to shallow works	4	All
	Change to number of generating	4	All

¹⁷ Including wind turbine changes etc.

¹⁸ Including wind turbine changes etc.

	turbines/units with significant expected change to shallow works		
Transformer Changes	Change to grid connecting transformer(s) specifications	2.5	Tech Studies
	Change to number of grid connecting transformers	3.5	All

Appendix Two – Modification Forms

Supplemental application for Modifications to Generation Connection Offers

When submitting a request for modification the customer should provide the following:

- The general modification form;
- One or more of the forms listed in the Part 1 and Part 3 below depending on the modification(s) requested;
- Initial modification fee of €853 +VAT; and
- Any supporting documentation required.¹⁹

Typically either a NC5 or full technical criteria form (“Full Form”) or a NC5A or reduced criteria form (“Short Form”) from Section 1 will be required. A Full Form will generally be required if

- the modification is requested within one year of expected energisation;
- there is a change to an already submitted Full Form and the applicant wishes to submit a full rather than a short form;
- the customer is already connected and wishes to change some of the original information provided

A Short Form will generally be accepted for all other cases. If the applicant is unsure as to what form to submit the relevant SO can be contacted to confirm.

All requests shall be assessed in accordance with the appropriate technical standards, policy requirements and impacts on the electrical system and/or other users of the electrical system. Therefore in some cases it will not be possible to facilitate a modification request. For customers submitting a request for modification of a Transmission connection agreement this should be done in accordance with the General Conditions of Connection and Transmission Use of System²⁰. This Appendix serves only to complement these provisions and to clarify the administration behind it.

Below are examples of the forms to be used. For the most up to date version please see

- Transmission Applicants - <http://www.eirgrid.com/customers/gridconnections/generatorconnections/>
- Distribution Applicants - [Connect a Renewable Generator : ESB Networks](#)

¹⁹ Please note in a number of cases an IPP is required to submit consent from other parties and/or a declaration in a standard format/template. These templates are still in development. Should a modification to be processed require such a form please contact the SO directly and a form will be provided

²⁰ Available at <http://www.eirgrid.com/customers/gettingconnectedandmodifications/supportinginformation/>

Part 1	Component parts	Yes / No
NC 5 form (DSO) ²¹ /Full Technical Criteria (TSO) ²²	Change in specific Data – as provided in NC5 or TSO Full Technical Criteria Form	
NC 5A form (DSO) ²³ /Reduced Criteria (TSO) ²⁴		
Part 2		
General modification form		
Part 3		
Section A	Change to overhead line or underground cable	
Section B	Change in contestability	
Section C	Connection Point Relocation	
Section D	Capacity Relocation	
Section E	Merging of two or more existing applications	
Section F	Splitting of capacity of an existing application	
Section G	Complete Change to Connection method	
Section H	Change of internal collector network	
Section I	Application for Temporary Connection	
Section L	Phasing	
Section M	Extension to term of connection agreement	
Section N	Extension to Longstop dates	
Section O	Change to metering arrangements	
Section P	Change to number of RTU devices	
Section Q	Change to bonding regime	
Section R	Change to offer validity period	
Section S	Change of Legal Entity	
Section T	Refurbishing/repowering	
Section U	Change to firmness	
Section V	Number and/or type of transformers	
Section W	Change in turbine/unit(s)	
Section X	Additional or uprated assets	
	Other	

Notes:

MEC Change (application form only required – i.e. no additional mod form)

MIC Change (application form only required i.e. no additional mod form)

²¹ <http://www.esb.ie/esbnetworks/en/commercial-downloads/NC5.pdf>

²² For Wind - <http://www.eirgrid.com/media/Application%20form%20for%20Connection%20of%20Wind%20Generation%20Facilities.pdf>
For Conventional - <http://www.eirgrid.com/media/Application%20form%20for%20Generation%20Facilities.pdf>

²³ <http://www.esb.ie/esbnetworks/en/commercial-downloads/NC5A.pdf>

²⁴ [http://www.eirgrid.com/media/Reduced%20Criteria%20Generation%20Application%20Form%20\(Versio%201.1%20Jan%202009\).pdf](http://www.eirgrid.com/media/Reduced%20Criteria%20Generation%20Application%20Form%20(Versio%201.1%20Jan%202009).pdf)

General Modification Form

DG/TG Number	
Connection Agreement number	
Is the applicant part of a sub-group?	[Yes / No]
Confirm that the applicant is aware that not all modifications will be possible due to technical or policy related considerations. Applicant should in particular be aware of the Connection Offer Policy and Process paper. [Yes / No]
If Yes	
Confirm that the written and unconditional agreement of the other parties in the sub-group, per the template, is attached?	[Yes / No]

Section A: Change to Overhead Line or Underground Cable

Previously offered		
Circuit start location [station]	Circuit end location [co-ordinates]	
	Easting	Northing
Requested modification		
Cable for all of previously offered connection method?		[Yes No]
Cable for part of previously offered connection method?		[Yes /No]
Overhead line for all of previously offered connection method?		[Yes /No]
Overhead line for part of previously offered connection method?		[Yes /No]
If partial:		
Cable Section start		
Station [if applicable] or	Co-ordinates [if applicable]	
	Easting	Northing
Cable Section end		
Station [if applicable] or	Co-ordinates [if applicable]	
	Easting	Northing
Include additional cable sections start and end if appropriate		
Map showing proposed cable route supplied?		[Yes / No]
Estimated length of additional cable		[km]

Consent

Where circuit being modified is shared then any increase in the cost of the circuit will be borne by the party requesting the modification. The modified offer will only be valid if accepted by all parties sharing.

Section B: Change in Contestability (see template A)

If Not part of a Sub-Group	
Please clearly indicate in words, the works which the applicant wishes to contest	
SLD depicting clearly the works which the applicant wishes to contest attached?	[Yes / No]
If Part of a Sub-Group	
If intending to act as Lead Developer	
Please indicate in words, the works which the applicant wishes to contest as lead Developer	
SLD depicting clearly the works which the applicant wishes to contest as Lead Developer, and the boundaries with other applicants attached?	[Yes / No]
If <u>not</u> intending to act as Lead Developer	
Please indicate in words, the works which the applicant wishes to contest	
Is a Single Line Diagram depicting clearly the works which the applicant wishes to contest attached?	[Yes / No]

Consent

Template to be completed and returned by all parties sharing the works prior to commencement of works to modify offer. In addition, the works cannot proceed on this basis until the modified connection agreement is accepted by all parties

Section C: Connection Point Relocation

	Easting	Northing
Confirm co-ordinates of Connection Point per existing offer		
State co-ordinates of proposed Connection Point		
Is the location of the turbines remaining at the same location that existing offer was based upon?	[Yes / No]	
If No, please complete Capacity Relocation Section D		
If Yes		
Is a map depicting clearly the location, and revised layout of this change attached?	[Yes / No]	

Section D: Capacity Relocation

Is the location of the turbines remaining at the same location that existing offer was based upon?	[Yes / No]
Is a new connection point to the system required? [If yes please complete section C	[Yes / No]
If No	
Is a map depicting clearly the location, and revised layout of this change attached?	[Yes / No]
Is it co-incident to another project? If merger is required please see Section E If proposed relocation conflicts with another project, then consent is required before either project progress	

Section E: Merging of two or more existing applications (see template B)

List Applications/projects to be merged as part of this modification	DG/TG Number	Project Name	MEC
Confirm new combined MEC			
State Location of proposed Connection Point for Merged Application			
State name of Legal Entity to whom modified offer is to issue			
State address of Legal Entity to whom modified offer is to issue			
Is the written and unconditional agreement of the other parties in the sub-group, per the template attached? Yes/ No			
Is a map depicting clearly the location, and revised layout of this change attached? [Yes / No]			

Confirm if it intended to register the separate phases as separate units in the Market? Separate units in the Market will require separate metering and/or control systems. Where there are separate units under the one connection contract please set out request below showing the breakdown of installed plant and MEC between the units. Also complete section O. If you have any queries on this matter please contact your SO

Section F: Splitting of capacity of an existing application/project

Confirm existing application/project to be split	DG/TG number	Project Name
Confirm MEC per existing offer, of existing application to be split	[MW]	
Post Split Application/Project 1		
Proposed MEC [MW]		
Is proposed destination location co-incident with an existing application/project?		[Yes /no]
If Yes		
Details	DG number	Name
If No		
Is a fully completed new application form attached for the resulting new application? NC5A/assumed data form is acceptable if more than a year to expected energisation		[Yes / No]
Post Split Application/Project 2		
Proposed MEC	[MW]	
Is proposed destination location co-incident with an existing application/project?		[Yes/ no]
If Yes		
Details	DG number	Name
If No		
Is a fully completed new application form attached for the resulting new application? NC5A/assumed data form is acceptable if more than a year to expected energisation		[Yes / No]
Include additional projects as appropriate per sections above		

Section G: Proposed Change of Connection method

Describe as completely as possible, proposed Connection Method in words	
Is a complete Single Line Diagram showing schematically, the entire proposed connection method attached?	[Yes/No]
Is a map showing the geographical layout of the entire proposed connection method attached?	[Yes/No]
Is a fully completed NC5A/Assumed data form attached?	[Yes/No]
Is a fully completed new application form attached for the resulting new application? NC5A/assumed data form is acceptable if more than a year to expected energisation	[Yes/No]

Consent

Where works being modified are shared then any increase in the cost of the circuit will be borne by the party requesting the modification. The modified offer will only be valid if accepted by all parties sharing.

Section H: Change of internal collector network

Is the internal collector network changing at the site?	[Yes / No]
If Yes	
Please include two maps 1. Map indicating the location, route and length of internal collector network(s) as per original application. 2. Map depicting clearly the location, route and length of all additional internal collector network(s) arising from this change attached	
Is a schedule of the electrical details of all additional internal collector network(s) arising from this change attached?	[Yes / No]
Describe as completely as possible, proposed change to internal network in words.	

Section I: Application for a Temporary Connection

Permanent Connection Number	
Permanent MEC	[MW]
Proposed temporary connection method (in words and SLD)	
Temporary MEC applied for	[MW]

Section L – Phasing

Current MEC			[MW]
Proposed Energisation Date			xx/xx/xxxx
Number of phases			
MEC associated with Phase 1	[MW]	Proposed energisation date Phase 1	xx/xx/xxxx
MEC associated with Phase 2	[MW]	Proposed energisation date Phase 2	xx/xx/xxxx
Confirm if it intended to register the separate phases as separate units in the Market? Separate units in the Market will require separate metering and/or control systems. Where there are separate units under the one connection contract please set out request below showing the breakdown of installed plant and MEC between the units. Also complete section O. If you have any queries on this matter please contact your SO			

Section M – Extension to term of Connection Agreement

Current Connection Agreement expiry Date xx/xx/xxxx
 Requested new expiry date xx/xx/xxxx
 Changes to generating plant? [Yes/No]
 If Yes – updated NC5 for DSO or full form for TSO to be provided
 Any other changes? [Yes/N]

Section N Change to Longstop Dates

Current Scheduled Longstop dates	SCIDLD/SPPLD	xx/xx/xxxx
	SOLD/SCAELD	xx/xx/xxxx
New proposed Longstop Date	SCIDLD/SPPLD	xx/xx/xxxx
	SOLD/SCAELD	xx/xx/xxxx
Please set out why extension to Longstop Dates are required, and when current issue delaying progress is expected to be resolved		

Section O – Change to metering²⁵ arrangements

Number of different metering outputs required	
Provide an SLD indicating proposed location of meters ²⁶	

Section P – Change to number of RTU devices

Number of different RTUs required	
Confirm where the proposed new RTUs should be installed	

Section Q – Change to bonding regime as per 09/138

See template below to be returned

Section R – Change to offer Validity Period

Current Offer due to expire	xx/xx/xxxx
Extension required until	xx/xx/xxxx
Please set out why extension to Offer validity period is required and, when current issue delaying progress is expected to be resolved	

Section S – Change of Legal Entity

Current contracted party	
New contracting party	
Include individual letters from both parties to confirm that they are requesting the change	

Section T – Refurbishing/repowering

If there is a change in turbine/unit(s) please also see section W	
If there is an extension to term of connection agreement required see section M	
Confirm when the expected work will take place. Please note that the system operators will require at least 18 months notice to study and identify any potential system issues with the works proposed	
Confirm the expected outage period of your generator	
Outline any works to be undertaken that will in any way impact on the infrastructure elements below: <ul style="list-style-type: none"> • Generators • Control • Protection, • Remote control • Auxiliary power supply • Generator CB • Unit Transformer CB • Unit Transformer • House Transformer CB • House Transformer • Instrument Transformers • Pony Motor CB • MV CB • Reactor • VT's 	

²⁵ Primarily submetering

²⁶ Please note that actual metering locations cannot be agreed until a more complete design has been assessed by and discussed with the appropriate staff post offer acceptance

<ul style="list-style-type: none"> • CT's • Transformer disconnect • MV cables. • Earthing arrangements • Metering, relays and equipment • Surge Arrestors • RTU's • NCC Signals • SCADA system and links • Battery Chargers • UPS Auxiliary Power supplies • Other 	
Note that a separate Generator Outage/Notification of Works form will be required	

Section U – Change to firmness

Basis of current contract – non-firm/firm or firm only	
Confirm whether the request is for a firm only or non-firm/firm contract	
Please be aware that where a party opts for a firm connection, shallow connection works will be scheduled to align with the delivery of full firm access	

Section V – Change to number and/or type of grid connecting transformers

Please complete sections in NC 5 (DSO) ²⁷ /Full Technical Criteria (TSO) ²⁸ form which relate to grid connected transformers	
--	--

Section W - Change in turbine/unit(s)

Please resubmit full NC 5 (DSO) ²⁹ /Full Technical Criteria (TSO) ³⁰ form	
Note that changes in turbine/unit(s) that are a basic change in generation type e.g. wind farm to a CCGT are in particular subject to the Connection Offer Policy and Process.	

Section X – Additional or Uprated assets

Higher capacity transformer	[Yes / No]
Higher capacity overhead line	[Yes / No]
Higher capacity cable (double run)	[Yes / No]
Additional metering (typically to avail of refit or separate separate supplier agreements)	[Yes / No]

Submitted by:

Applicant Name

Print Name

Date: _____

²⁷ <http://www.esb.ie/esbnetworks/en/commercial-downloads/NC5.pdf>

²⁸ For Wind - <http://www.eirgrid.com/media/Application%20form%20for%20Connection%20of%20Wind%20Generation%20Facilities.pdf>
 For Conventional - <http://www.eirgrid.com/media/Application%20form%20for%20Generation%20Facilities.pdf>

²⁹ <http://www.esb.ie/esbnetworks/en/commercial-downloads/NC5.pdf>

³⁰ For Wind - <http://www.eirgrid.com/media/Application%20form%20for%20Connection%20of%20Wind%20Generation%20Facilities.pdf>
 For Conventional - <http://www.eirgrid.com/media/Application%20form%20for%20Generation%20Facilities.pdf>

Appendix Three – Standard Consent Forms

Contestability Template for contesting dedicated assets

(Note - This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company. You should replace 'My Project Limited' with the Company Name per your Connection Agreement.³¹ The name of the project relevant to your Connection Agreement should replace 'My Project'.)

To **[ESB Networks Ltd. Or EirGrid plc]**

'My Project Limited' requests that the connection offer issued to 'My Project' would be on the basis of the dedicated assets indicated as block x in the Single Line Diagram attached and dated []³² being built contestably by 'My Project Ltd.

The contestable build will be undertaken in accordance with CER directions and policy, more particularly CER direction CER\10\056 on Transmission and Distribution Contestability, which directions and policy may be amended, updated or replaced from time to time.

'My Project Limited' also understands and accepts that the non-contestable costs associated with the Transmission System Operator's or the Distribution System Operator's construction of the remaining non-contested connection works and any appropriate allocated costs, and any costs associated with the project monitoring and supervision of the contestable build, shall be included in the Connection Agreement for 'My Project Limited' and are payable to the relevant System Operator in accordance with the Connection Agreement.

'My Project Limited' expects the contestable works to be completed subject to the following timescales

1. Completion of design and granting of Planning Permission – [TIME PERIOD TO BE PROVIDED BY 'My Project Limited']
2. Works construction time period (post completion of design and granting of Planning Permission) – [TIME PERIOD TO BE PROVIDED BY 'My Project Limited']

'My Project Limited' understands and accepts that the date and times given above may be used in the Connection Agreement, and may be the basis for longstop dates in said agreement.

'My Project Limited' understands and accepts that any assets contestably built will remain in their ownership and be their responsibility unless, and until such time as, the relevant System Operator seeks to transfer said ownership to ESB as Asset Owner.

'My Project Limited' will consent to the transfer of ownership of the contestably built assets to ESB as Asset Owner if the relevant System Operator seeks such transfer. ³³ (Tick if appropriate)

For and on behalf of [My Project Limited]:

Signed: _____

Name: [block capital]

Title: _____

Date: _____

Witness: _____

Name: [block capitals]

Title: _____

Date: _____

³¹ or most recent version of your application form (as appropriate).

³² please include SLD and reference relevant block numbers

³³ In the event that this box is not ticked and the relevant SO seeks to take over ownership, the CER will adjudicate.

Contestability Template for contesting shared assets

(Note - You should replace 'My Project Limited' with the Company Name per your Connection Agreement.³⁴ The name of the project relevant to your Connection Agreement should replace 'My Project'. You should replace 'ABC Energy Limited' with the name of the company that you have agreed will be undertaking the role of Lead Developer for the purposes of building the shared assets. This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company)

To [**ESB Networks Ltd or EirGrid plc**]

For the purpose of this letter, the members of the Subgroup are [*insert each member of relevant Subgroup*].

'My Project Limited' advises that **ABC Energy Limited** has been appointed Lead Developer for the Subgroup and that the contestable shared assets identified as block x in the Single Line Diagram attached and dated []³⁵ and required as part of the connection works for '**My Project**' will be co-ordinated by the Lead Developer.

The contestable build will be undertaken in accordance with CER directions and policy, more particularly CER direction CER\10\056 on Transmission and Distribution Contestability, which directions and policy may be amended, updated or replaced from time to time.

It is understood that the shared contestable charges associated with the project monitoring and supervision of the contestable build shall be invoiced to the Lead Developer for payment on behalf of the Subgroup to the relevant System Operator in accordance with the Connection Agreement.

'My Project Limited' also understands and accepts that the non-contestable costs associated with the Transmission System Operator's or the Distribution System Operator's construction of the remaining non-contested connection works and any appropriate allocated costs shall be included in the Connection Agreement for '**My Project Limited**' and are payable to the relevant System Operator in accordance with the Connection Agreement.

Where a performance bond is to be put in place, '**My Project Ltd**' agrees that the level of the bond will be [X%³⁶] cost of the shared assets being contested. The bond will be put in place in favour of [**ESB Network Ltd. or EirGrid plc**] and should be put in place by the lead developer.

My Project Ltd does not agree to the contestable build unless a performance bond is put in place in relation to the shared assets (tick if appropriate)

'My Project Limited' expects the contestable works to be completed subject to the following timescales³⁷

1. Completion of design and granting of Planning Permission – [TIME PERIOD TO BE PROVIDED BY **ABC Energy Limited** '.]
2. Works construction time period (post completion of design and granting of Planning Permission) – [TIME PERIOD TO BE PROVIDED BY '**ABC Energy Limited**']

'My Project Limited' understands and accepts that the date and times given above may be used in the Connection Agreement, and in the Connection Agreements for other parties in the subgroup sharing the assets and may be the basis for long-stop dates in said agreements.

³⁴ or most recent version of your application form (as appropriate).

³⁵ Please include SLD and reference relevant block numbers

³⁶ If a performance bond is to be put in place please include the relevant percentage,

³⁷ The subgroup should get confirmation of these timescales from the Lead Developer. The timescales confirmed here must be the same as those confirmed by each of the other members of the subgroup in their respective Letters for Contesting Shared Assets.

'My Project Limited' understands and accepts that any assets contestably built will remain in the ownership of the Subgroup and be their responsibility unless, and until such time as, the relevant System Operator seeks to transfer said ownership to ESB as Asset Owner (TAO).

My Project will consent to the transfer of ownership of the contestably built assets to ESB as Asset Owner if the relevant System Operator seeks such transfer³⁸. (Tick if appropriate)

For and on behalf of [My Project Limited]:

Signed: _____
Name: [block capital]

Witness: _____
Name: [block capitals]

Title: _____

Title: _____

Date: _____

Date: _____

³⁸ In the event that this box is not ticked and the relevant SO seeks to take over ownership, the CER will adjudicate.

Consent to merger template

*(**Note** - You should replace 'My Project Limited' with the Company Name per your Connection Agreement.³⁹ The name of the project relevant to your Connection Agreement should replace 'My Project'. The "New Legal Entity" is the company with which the project is being merged. This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company)*

[My Project limited] requests that the current Connection Agreement for DGXXX or TGXXX [Connection Agreement number] [my Project] be merged with DGYYY or TGYYY and that the resulting new Connection Agreement be issued to [new legal entity].

[My Project limited] acknowledges that

- The Connection Agreement for DGXXX or TG XXX will be automatically re-assigned to [New Legal Entity] once the new Connection Agreement is accepted by [New legal entity]
- The current Connection Agreement for DGXXX or TG XXX will be terminated upon acceptance of the new Connection Agreement by [New legal entity]
- There shall be no monies owed to [My Project limited] by [ESB Networks Ltd. or EirGrid plc] relating to [Connection Agreement number]
- Any monies paid by [My Project limited] associated with [Connection Agreement number] will be considered transferred to the new Connection Agreement

Finally, [My Project limited] agrees, that should the need arise, that details included in the Connection Agreement [Connection Agreement number] can be disclosed to [new legal entity].

Signed by _____

Title _____

For and on behalf of

My Project Limited

In the presence of

Date of Signing:

³⁹ or most recent version of your application form (as appropriate).

Consent to disclosure of confidential information for the purpose of processing a Modification

(Note - You should replace 'My Project Limited' with the Company Name per your Connection Agreement.⁴⁰ The name of the project relevant to your Connection Agreement should replace 'My Project'. The "other Project(s)" is the project that the customer wishes the system operator to provide confidential information to. This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company)

The modification being requested is [] ("the Modification").

[Use for Distribution Customers only] Under General Condition 21 of the General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System, the parties to a Connection Agreement are obliged to keep confidential all information regarding a Connection Agreement.

[Use for Transmission Customers only] Under General Condition 13 - Confidentiality, of the General Conditions of Connection and Use of System, each Party is obliged to keep confidential all information regarding a Connection Agreement.

In order to progress the Modification to the Connection Agreement for [My Project limited] it is necessary for [ESB Networks Ltd or EirGrid plc] to include/ disclose certain information, which may be confidential information, concerning [My Project] in the connection offer/ agreement for [Other Project(s)] and in any other agreements that the parties involved in the Modification may be required to enter into for the purpose of the Modification.

[Use for Distribution Customers only] In accordance with Condition 21(3)(5) of the General Conditions, we require consent from the Customer to allow ESB Networks Ltd to disclose the information as set out above.

[Use for Transmission Customers only] In accordance with Condition 13.3.6 of the General Conditions, we require consent from the Customer to allow EirGrid plc to disclose the information as set out above.

By signing below you have agreed to provide such consent to [ESB Networks Ltd. or EirGrid plc]

Yours faithfully

[ESB Networks Ltd or EirGrid plc]
etc

My Project Limited hereby consents to the inclusion/ disclosure by [ESB Networks Ltd or EirGrid plc] of certain details, which may be confidential information, relating to [My Project] in the connection offer/agreement and in any modified connection offers/ agreements for [Other Project(s)] and in any other agreements that the parties involved in the Modification may be required to enter into for the purpose of the Modification.

Signed (Company Secretary or Director):

Title:

For and on behalf of [My Project Limited]

Witness:

⁴⁰ or most recent version of your application form (as appropriate).

Consent to modification of shared assets

(Note - You should replace 'My Project Limited' with the Company Name per your Connection Agreement.⁴¹ The name of the project relevant to your Connection Agreement should replace 'My Project'. The "other Project(s)" is the project that the customer wishes the system operator to provide confidential information to. This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company)

I/We refer to the modification requested by [other Project(s)] on [insert date] to [insert detail re the modification] ("the Modification"). We hereby consent to this Modification being progressed.

I/We acknowledge that the Modification requested may impact on our connection for [my Project], in particular, on the timing of our connection, but that any such impact will be advised once studies are complete and the Modification has been accepted by all parties sharing the assets. We further acknowledge that works on shared assets will not progress until the outcome of this Modification request is known and the Modification is accepted by all parties sharing the assets.

Dated Day of 20..

Signed [company secretary or director]
Title
For and on behalf of [My Project limited]

Signed – contact name as per ESB Networks Ltd / EirGrid plc records

⁴¹ or most recent version of your application form (as appropriate).

Consent to location of [Other Project(s)]

(Note - You should replace 'My Project Limited' with the Company Name per your Connection Agreement.⁴² The name of the project relevant to your Connection Agreement should replace 'My Project'. The "other Project(s)" is the project that the customer wishes the system operator to provide confidential information to. This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company)

I/We refer to the modification requested by [Other Project(s)] on [insert date] to locate [Other Project(s)] at the following location [Co-ordinates]. We hereby confirm that the location of this Project does not impact on the development plans for [My Project] and as such we are agreeable to this Modification being progressed.

We acknowledge that this consent is required as set out in the CER approved policy paper Connection Offer Process and Policy, Section 17.1(iv)

I

Dated Day of 20..

Signed [company secretary or director]
Title
For and on behalf of [My Project limited]

Signed – contact name as per ESB Networks Ltd. / EirGrid plc records

⁴² or most recent version of your application form (as appropriate).

Change to Capacity Bond Template

Note - This template should be provided on your Company Headed paper and signed by someone who has authority to bind your Company. Items in Italics should be changed by the customer. You should replace 'My Wind Farm Limited' with the Company Name per your Connection Agreement. The name of the project relevant to your Connection Agreement should replace 'My Wind Farm'.)

To [**ESB Networks Ltd. Or EirGrid**]

I am writing to you in relation to the [*My Wind Farm*] and the Maximum Export Capacity bond (the "capacity bond") provided under the terms and conditions of the Connection Agreement for [*My Wind Farm Limited*] with [*ESB Networks Ltd. or EirGrid plc.*].

The capacity bond for [*My Wind Farm*] was originally provided based on €10,000 per MW and currently is €[*insert amount*]. Under new bonding arrangements as set out in CER 09/138, [*My Wind Farm Limited*] wishes to request a change from the current bonding arrangements to the new bonding arrangements including providing a capacity bond of €25,000 per MW one month prior to Energisation or two (2) years post Consents Issue Date whichever is the earliest of the two. It is understood that this only applies to connection offers above 5MW.

I also confirm that in changing to the new bonding arrangements, I understand that the following provisions under CER 09/138 and its bonding arrangements also apply:

- a) the Use It Or Lose It provision;
- b) the first stage payment becomes non-refundable;
- c) if the MEC and/or Operational Certificate requirements in CER 09/138 are not met, the €25k capacity bond shall be drawn down; and
- d) in the event that the Operational Certificate is not achieved within four years of Energisation, the Connection Agreement shall be terminated and the connection de-energised.

[*My Wind Farm Limited*] confirms that Section 16 of the Connection Offer Process and Policy Paper which sets out the terms and conditions of the new bonding policy has been read and accepted by [*My Wind Farm Limited*].

For and on behalf of [*My Wind Farm Limited*]:

Signed: _____

Witness: _____

Name: [block capital]

Name: [block capitals]

Title: _____

Title: _____

Date: _____

Date: _____