

[GV_AUTH_OFFICER]
[GV_NAME_LINE]
[GV_ADDRESS_LINE1]
[GV_ADDRESS_LINE2]
[GV_ADDRESS_LINE3]
[GV_ADDRESS_LINE4]
[GV_ADDRESS_LINE5]

Date: [GV_ISSUE_DATE]
Job No: [GV_NOTIFNUM2]

Re: Connection to the Electricity Distribution System at [GV_SINGLE_LINE_ADDR PREM]

Dear Sir/Madam,

Following recent correspondence regarding connection to the Electricity Distribution System, I enclose a Standard Connection Agreement No. **XXXXXXX** (the "Connection Agreement") (two copies) for your consideration. Also enclosed is a copy of ESB Networks Ltd 'General Conditions for Industrial and Commercial Customers and Generators to the Distribution System' (the "General Conditions") which also apply.

The Connection Agreement is standard with a small number of site-specific details. These are highlighted in the explanatory notes below. It is important that these satisfy the Customers requirements.

ESB Networks Ltd. cannot schedule work until a signed Connection Agreement is returned and contribution is paid as detailed below.

Confirming the Site Specific Details:

Company

Address -Please confirm that the Registered Office Address given below is correct.

Schedule 1 -Please check that the *Maximum Import Capacity* and/or *Maximum Export Capacity* levels are satisfactory to the Customer.

Schedule 1 -Please confirm the contact name and telephone number.

Schedule 2 -Please provide the name and position of the people to whom the Customer wishes us to send any notices.

Signature -The signature of the director representing the Customer is required.

The **Maximum Import Capacity (MIC)** is the maximum capacity that the Customer can import from the Distribution System. Secondly (where relevant), it forms the basis of capacity charges in the Customer's electricity bill. The **Maximum Export Capacity (MEC)** is the maximum capacity that the Customer can export to the Distribution System. MIC and MEC are measured in kilo Volt Amperes (kVA). Where relevant, the MIC and MEC are subject to use of system charges.

I would encourage the Customer to read the enclosed Agreement and if the Customer is satisfied with it, return an executed copy and payment, to the details attached.

This Agreement is made between **ESB Networks Ltd.**, having its registered offices at Clanwilliam House, Clanwilliam Place, Dublin 2 (hereinafter called the “Company”); and [GV_NAME_LINE] whose registered office is at [GV_SINGLE_LINE_ADDR], (hereinafter called the “Customer”).

Based on the information and load schedule submitted with the Customer’s Application and the Assumptions set out in Clause 12, the Company is pleased to offer the Customer a connection with a Maximum Import Capacity of [GV_MIC_KVA] kVA and/or Maximum Export Capacity of [GV_MEC_KVA]kVA subject to the following conditions

1.0 Principle Components of the Offer:

- 1.1 Maximum capacity at this location does not exceed the MIC and/or MEC as specified in Schedule 1 of the Connection Agreement.
- 1.2 This offer lapses on the date specified in Clause 3.0 below. The offer is in current money. Any outstanding balance on the Capital Contribution shall be adjusted on the first business day of each calendar year from the year of offer issue and in accordance with the Harmonised Index of Consumer Prices (HICP).

The Customer is required to:

- 1.3 Provide full payment of a Capital Contribution of € [GV_CC_TOT] inclusive of € [GV_CC_VAT] VAT at the time or times set out in clause 5.0 of this Quotation Letter.
- 1.4 Pay the Operation and Maintenance Charges (O&MC) as specified in Clause 5.2 of this Quotation Letter on a yearly basis from Connection Agreement Effective Date.¹
- 1.5 Return a signed copy of the attached Connection Agreement and the Interface Undertaking² together with Capital Contribution as outlined in Clause 5.0 of this Quotation Letter.
- 1.6 Post a capacity bond at the Third Stage Payment as set out in Clause 5.1 of this Quotation Letter.
- 1.7 Provide evidence of a current TUoS Agreement³ with the TSO where the MEC (as stated in schedule 1 of the Connection Agreement) is 5000kW or greater.
- 1.8 *Where applicable*, transfer to ESB for a nominal fee of €1.00 all the Contestable Components referred to in Clause 12 herein and *if applicable* provide a Terminal Sub-Station to ESB specification and transfer to ESB for a nominal fee of €1.00 together with good title to the Contestable Components and sub-station and the sub-station site, together with all necessary Consents in respect thereof without limitation including easements for cable/duct routes as detailed in Undertaking and Indemnity (see Appendix 1, Connection Agreement), in advance of the Connection Agreement Effective Date.

¹ O+M charges are typically invoiced at the start of the year. However where energisation is effected during the year a pro-rata charge of the annual charge will apply

² See Schedule 4 of Standard Connection Agreement for Interface Undertaking in favour of ESB and Appendix 6 of this Quotation Letter for Interface Undertaking in favour of TSO.

³ This Agreement sets out the terms and conditions upon which the TSO and the User have agreed in relation to the use by the User of the Transmission System.

1.9 Where the Customer has elected to carry out Commissioning Tests over all (and not some) of the Contestable Components as further set out in this Connection Agreement and in particular, without limitation, Appendix 3 of the Connection Agreement “**Contestable Commissioning**”, “**Contestably Commission**”, “**Contestably Commissioned**” and like phrases shall be construed accordingly. For the avoidance of doubt, the Customer may only elect to Contestably Commission all, and not some, of the Contestable Components.

1.10 For the avoidance of doubt, with exception of use in the defined terms “Contestable Commissioning”, “Contestably Commission” and “Contestably Commissioned” references to “**Commissioning**”, “**Commissioning Tests**” and like phrases (as defined in the General Conditions) shall refer to the Customer’s commissioning of Customer’s Connection Equipment only (as defined herein). “**Customer’s Connection Equipment**” means Customer’s Equipment other than Contestable Components. “**Company Commissioning**”, “**Company Commissioning Tests**” or a reference to the Company carrying out or conducting or otherwise engaging in Commissioning, Commissioning Tests or Contestable Commissioning means, as the context arises, commissioning of the Company’s Connection Equipment (including Contestable Components in circumstances where the Customer has elected not to carry out Contestable Commissioning) by the Company or ESB on behalf of the Company.

~~1.9~~1.11 Submit an Electro Technical Council of Ireland wiring certificate or declaration of fitness (where applicable) prior to the Connection Agreement Effective Date (as defined in the General Conditions).

Please note by signing and returning the Connection Agreement, the Customer also agrees to be bound by the Undertaking and Indemnity Clauses (see Appendix 1, Connection Agreement).

2.0 The Company’s Offer:

This Quotation Letter together with the Connection Agreement between the Company and the Customer form the Company's offer for connection to the Electricity Distribution System. However, in the event of any inconsistency between this Quotation Letter and the Connection Agreement or the Distribution Code, insofar as any inconsistency exists, the Connection Agreement or the Distribution Code, as appropriate, prevails except insofar as payment rights of the Company are concerned.

3.0 Acceptance of Offer:

This offer is valid until [**GV_Q_VALID_TO**]⁴. After this date, this offer including the Agreement, if not so accepted by the Customer, will lapse unless otherwise agreed in writing between the Parties. This offer may be accepted by returning the following Acceptance Requirements to the Company:

3.1 The Connection Agreement duly executed and made effective by compliance with the conditions precedent to the Connection Agreement listed in Part 1 of Schedule 3 of the Connection Agreement.

⁴ In the event that the connection is subject to transmission deep reinforcements (see Statement of Transmission Works and Firm Access Quantities) then the offer is valid as per the date above, or 50 business days after the constraint information is issued by the TSO.

- 3.2 Payment of the First Stage Payment (including all applicable VAT) in accordance with Clause 5.0.
- 3.3 (where applicable) Power Quality Data, (see clause 18.0).
- 3.4 (where applicable) Declaration of Independence from Contiguous Wind Farms (see clause 20.0).
- 3.5 Where the MEC is 5MW or greater evidence of a current TUoS Agreement with the TSO.
- 3.6 Where applicable, notification as to those Contestable Components that the Customer requests to retain ownership of. If no such notification is received, Clause 12.19.5.2 hereto shall apply.

(hereinafter referred to as ‘the Acceptance Requirements’)

The Company’s Connection Works **cannot** be scheduled until the above acceptance requirements are completed. Where the applicant is being processed as part of a group and some or all of the connection assets are shared with other applicants the Company’s Connection Works **cannot** be scheduled until acceptance requirements are complete for all parties sharing the assets, or offers issued to these parties have lapsed.

4.0 The Method of Connection and Works programme:

Notwithstanding anything in the Agreement to the contrary and without limiting any other obligations of the Customer, the provisions which refer to the carrying out of the Connection Works are in all respects conditional on and subject to the Company being satisfied that:-

- 4.1 The Acceptance Requirements set out in Clause 3.0 above have been met;
- 4.2 The Customer has furnished evidence that the necessary planning permissions for the relevant Connection Works have been obtained;
- 4.3 The Customer has paid any outstanding Charges due to the Company.

[Z008]

The timescales and periods provided are expected amounts provided for the Customer’s benefit in financial planning for their generation facility and for Company Termination rights (see Clause 19.0) and in no way form a firm commitment by the Company to commit to these as part of the Connection Works.

The Company reserves the right at any time to change the method of connection as outlined in Clause 4.0 of the Quotation Letter for any reason and assuming the Company is acting in accordance with Good Industry Practice where there are no adverse changes in the Connection Charges.

Where there is a resulting reduction in cost attributable to the Customer, the Company’s refund policy, as set out in the Joint TSO/DSO Group Processing Approach Pricing Principles Guidelines (as may be amended from time to time), will apply.

The TSO deep reinforcements associated with this project are provided under separate cover. Please note that these works – which are subject to change from time to time – are required to be completed before the Customer’s Facility has firm access to the Transmission System.

[Z008A]

5.0 Connection Charges:

The list of Connection Charges⁵ are specified below.
Explanation of these charges is detailed in Schedule 1 of the General Conditions.

<u>Bonds⁶ / Ongoing Charges</u>			
Type of Charge	Amount before VAT €	VAT €	Total €
Operation and Maintenance Charge (O&MC) ⁷ Distribution Assets Transmission Assets ⁸	[GV_OGSC_NET] To be advised	[GV_OGSC_VAT] To be advised	[OGSC TL] To be advised
Capacity Bond	N/A	N/A	[CAP BOND]

Capital Contribution (as set out in Appendix 2).

Type of Charge	Amount before VAT €	VAT €	Total €
Identified connection costs	[GV_CC_NET]	[GV_CC_VAT]	[GV_CC_TOT]
Pass Through Costs identified to date	To be advised	To be advised	To be advised
Total Capital Contribution	[GV_Q_TOTEXCL]	[GV_Q_VATAMT]	[GV_Q_TOTINCL]

The payment schedule is as follows:

First Stage Payment: In accordance with CER/09/138 an initial non-refundable payment on acceptance of the Connection Agreement being

For non-contestable offers, the greater of (a) or (b) below:

- (a) 10% of the Capital Contribution (including any estimated pass through costs at date of offer issue), or
- (b) the lesser of €10,000 per MW of MEC or 50% of Capital Contribution (including any estimated pass through costs at date of offer issue), or

For contestable offers, the greater of 10% of the Capital Contribution (including any estimated pass through costs at date of offer issue) or €10,000/MW.
("the First Stage Payment")

This requirement was further modified by CER/11/083, which set out that the amount required on offer acceptance would vary based on the Scheduled Planning Permission date⁹ (as per Clause 4.0 above). On this basis the amount payable at offer acceptance is

⁵ For a breakdown of charges please refer to the current approved version of the Standard Pricing Approach for Connecting Renewable Generators to the Distribution Network or where applicable, Charges for Connection to the Distribution System.

⁶ Note the Customer may provide a cash payment (in the form of Electronic Funds Transfer/cheque payment to the Company) in lieu of the Bonds requested to be provided herein as security.

⁷ The O&MC charge includes the rates element of € [RATES_ELEM] excl VAT

⁸ The Facility may also be liable for Ongoing Service charges on transmission assets. These charges will be advised once available.

⁹ Please note that – as set out in clause 4.0 – the Scheduled Planning Permission Date assumes offer acceptance within 50 days of offer issuance

Amount of payment;

The balance of first Stage Payment will be payable one year in advance of the Scheduled Planning Permission Stage.

Second Stage Payment: A second payment such that together with the First Stage Payment the combined payments total 65% of the required Capital Contribution including any known estimated Pass Through Costs. This payment is due within thirty business days of request for payment and must be made before construction of the Company's Connection Works begins ("the Second Stage Payment")

Third Stage Payment: A third payment such that 90% of the required Capital Contribution (including any identified Pass Through Costs) has been recorded post third stage payment. This payment is due within thirty business days of request for payment and one calendar month before the Connection Agreement Effective Date ("the Third Stage Payment")

Final Stage Payment the balance of the Total Capital Contribution (including any outstanding Pass Through Costs, any refunds due to other developers, the Distribution Use of System (DUoS) Customer or the Grid Upgrade Development Programme (GUDP) fund) when applying for data validation and before export data is sent by the Company to Single Electricity Market Operator (SEMO) for payment ("Final Stage Payment")

For a full breakdown of Capital Contribution, please see Appendix 2 of this Quotation Letter. For payment required at offer acceptance please see the attached Payment Request.

5.1 Bond(s) (where applicable) and Capacity test

5.1.1 Capacity Test

For the avoidance of doubt this Clause 5.1.1 applies to all Customers irrespective of their Maximum Export Capacity level.

In accordance with CER/09/138, in the event that the Customer fails to export at least 95% of its contracted MEC within one year of its Connection Agreement Effective Date then the MEC will be reset to the level achieved in the 12 months since the Connection Agreement Effective Date (which date will have been notified to the Customer in writing.)

5.1.2 Capacity Bond where MEC is greater than 5MW

In accordance with CER/09/138, in addition to the Capital Contribution set out in the Customer Standard Connection Offer, the Customer with an MEC greater than 5MW is required to provide a Capacity Bond at the Third Stage Payment before Commissioning and Energisation or two [2] years from the start of the construction of the Shallow Connection Works whichever is the earlier provided always that the Customer who does not post the necessary bond will not be Energised. Subject to section 5.7.8 of CER/09/138, the format of the bond will be as prescribed by the Company based on the agreed MEC (reference Schedule 2A, Connection Agreement and Clause 8 of the General Conditions).

The Capacity Bond will be returned in full provided the Customer reaches a minimum of 95% of agreed MEC within one year of its Connection Agreement Effective Date and achieves an Operational Certificate within 12 months of its Connection Agreement Effective Date.

The Customer must ensure that there is a valid Capacity Bond in place for 49 months after the Connection Agreement Effective Date unless the Company has confirmed in writing that the Capacity Bond is no longer required.

In addition to above in the event that the Customer:

- a) fails to **export at least 95% of its contracted MEC within one year** of its Connection Agreement Effective Date and/or
- b) fails to achieve an Operational Certificate within 12 months of its Connection Agreement Effective Date,

then

- (i) A portion of the Capacity Bond will be drawn down as outlined in CER/09/138
- (ii) The MEC will be reset to the level achieved in the Capacity Test as set out in Clause 5.1.1. above.

5.2 Operation and Maintenance Charge

An Operation and Maintenance Charge (O&MC) is applied to this Connection and payable from the Connection Agreement Effective Date. This charge incorporates maintenance, rates, operations and indirect overheads attributable to maintaining the Facility.

This is an annual charge which is revised annually and approved by the Commission. It covers the average annual operation and maintenance cost the Company will incur over the Term of the Connection Agreement. The Customer and/or any legal successors in title will be responsible for payment in full for the period of connection.

The **O&M Charge** may be recalculated if another Facility is either connected to or disconnected from the connection assets at any time in the future over the Term of this Connection Agreement. A revised **O&M Charge** will apply then and the Company will advise the Customer accordingly.

5.3 Pass Through Costs

The Customer is advised that certain costs are pass-through (“Pass Through Costs”) from the Company to the Customer who will be responsible for payment in full. The majority of these costs will be determined at the detailed design and construction phases of the Company’s Connection Works and will be advised to the Customer at that point. However where feasible an estimate of these costs or information which may allow the Customer estimate the costs, will be provided at offer stage on the basis such estimates or information is not a obligation by the Company to commit to these estimates or information.

Full payment of actual/incurred Pass Through Costs in addition to the balance of the cost of the Company’s Construction Works must be provided at Final Stage Payment. These additional charges include all costs associated with:

- Consents – e.g. costs associated with serving and enforcement of Consents including without limitation costs associated with planning permissions, changes to routes, lock-outs etc.
- Volume changes – where the detailed design gives rise to a longer (or shorter) line route than originally envisaged the associated charge will be adjusted accordingly.

In addition, any change in the ratio of overhead line to cable will lead to an adjustment.

- Forestry – costs associated with forestry compensation. Typically no estimate is available at offer issue.
- Access for material delivery – costs associated with exceptional access requirements for material delivery e.g. use of ATVs, helicopters
- Civil Works – civil works costs of Terminal substations and cable where appropriate. Please note that where the civil works relate to dedicated assets the offer is issued on the assumption that the Customer will undertake these works
- Cost of road opening licenses where cable works are undertaken by the Company . Please note that where the costs of road opening licenses civil works relate to a dedicated cable the offer is issued on the assumption that the Customer will negotiate these licenses and incur these costs directly
- Site Purchase – all costs associated with the purchase of sites required for connection assets. Please note that where the site purchase relates to dedicated assets the offer is issued on the assumption that the Customer will provide a site free of charge to the Company.
- 110kV cable – all costs associated with 110kV cabling where more than 1km of cable is required
- TSO Pass Through costs – i.e. charges imposed by the TSO on the Company which cannot be recovered by the Transmission Asset Owner (TAO). These costs are project specific and are passed directly to the Customer .e.g. the costs of consents, planning permission and wayleaving for the transmission element of the project.
- Cable Testing – required to detect defects in cable post installation.
- Security – security will be required at certain stations to prevent material theft which - in addition to adding to costs – will potentially delay energisation.
- [commissioning – any costs or expenses borne by the Company associated with Commissioning Tests and/or Contestable Commissioning and Company Commissioning. In respect of Contestable Commissioning, this includes, without limitation:](#)
 - [The review and assessment by the Company and/or ESB of the Customer's proposed commissioner\(s\); and](#)
 - [The Company and/or ESB's auditing assessment and witnessing Contestable Commissioning.](#)

The above list is not exhaustive.

The Company shall, during the course of constructing the Company's Connection Works, use all reasonable endeavours to achieve the solution as specified which is deemed technically acceptable by the Company in the circumstances pertaining at the time using its Planning Guidelines.

On completion of construction but prior to Final Stage Payment:

- if the actual Pass Through Costs incurred by the Company exceed the prepaid estimated costs as aforementioned then the Customer shall reimburse, on a full indemnity basis, the Company for the balance between the prepaid estimated Costs and the costs actually incurred; or
- if the actual Pass Through Costs incurred by the Company are less than the prepaid costs as aforementioned then the Company shall reimburse, on a full indemnity basis, the Customer for the balance between the Pass Through Costs actually incurred and the prepaid estimated costs.

The Company shall as soon as reasonably practical inform the Customer of any variations to the original estimated Pass Through Costs. Once the Final Stage Payment has been invoiced to the Customer and assuming this is paid by the due date, there will be no further charge or rebate to the Customer with respect to these costs¹⁰. The Company shall use reasonable endeavours to mitigate any increase to the original estimated Pass Through Costs.

5.4 Project Management

In the case of a contestable offer, the quotation made to the Customer by the Company includes a dedicated contestable charge estimate of €[amount] ex. VAT for works including specification and design approval, construction review, supervision, and Commissioning (and if applicable, Contestable Commissioning) of the Contestable Components to be constructed by the Customer as listed in Clause 4.0 above. The ultimate charge to the Customer will be on a pass through basis

In the case of a non-contestable offer, there will be no value included for Project Management.

In the case of a contestable offer where shared Contestable Components are being contested by a Lead Developer on behalf of a Subgroup, the quotation made to the Customer by the Company includes a shared contestable charge of € [amount] ex. VAT which will be invoiced to and is payable by the Lead Developer on behalf of the subgroup. If the Lead Developer fails to pay this charge within twenty (20) days of receipt of the invoice from the Company, the Subgroup shall be jointly and severally liable for this charge.

5.5 Decommissioning and Reinstatement Charge

Further to Condition 8 of the General Conditions, where a connection asset has a limited life and a low prospect of re-use leading to a potential requirement for decommissioning and reinstatement, the Company may require a Charges Bond. Alternatively, where a requirement for decommissioning and reinstatement arises, the Company may require a Decommissioning and Reinstatement Charge to be paid by the Customer in respect of the Company's Connection Equipment, Terminal Sub-Station and/or Contestable Components which have transferred to ESB.

6.0 Connection Point

[Z001]

7.0 Nature of Connection:

See Schedule 1, Site Specific Details, in the Connection Agreement.

8.0 Provision of Terminal Sub-Station:

[If applicable] The Customer is required to provide the Terminal Substation.

The location, orientation and facilities assumed for the Terminal Substation Site are as described in Clauses 6.0 and 9.0 of this quotation letter.

¹⁰ Except where due from other Customers as per normal rebating policy

9.0 Customer Site Works:

[Z003]

10.0 Metering Facilities:

[Z004]

11.0 Relationship between kW and kVA:

Where relevant, kW and KVA values in the Connection Agreement are related to each other by an assumed power factor of 0.95. Please refer to the Distribution Code for variable operational values applicable to your installation type. This document is available on our website, www.esb.ie/esbnetworks.

12.0 Assumptions:

Any change in the Assumptions set out or referred to in the Quotation Letter may lead to a change in:

- a) the Charges
- b) the cost of Consents
- c) the timing of the connection and/or
- d) the method of connection

In the event of such a change an amended Quotation Letter will be issued to you dealing with such a change. The effects of such change will be to the account of the Customer.

The Assumptions upon which this Quotation Letter is based are as follows:

12.1 Information provided by the Customer:

The provision of the connection and alterations to the Distribution System are based on information as provided by the Customer in the Application, and associated correspondence with the Company, its servants or agents as set out in Appendix 4

Please note that where the application is as per a shortened form NC5A, (reference www.esb.ie/esbnetworks for where this is allowable) then offer will be based on the form, and data as assumed by System Operators.

Full technical details (in the form of a completed NC5 Form) to be provided to the Company a minimum of one year prior to Energisation. This Connection Agreement is subject to the results of the completed analysis using this data. If a modification agreement based on the outcome of studies carried out using the full application form data is required, it must be accepted at least 6 months prior to first energisation, otherwise first energisation may be delayed. All risks associated with any changes required due to the results of analysis carried out using the submitted data and any associated financial implications are the Customer's responsibility. For the avoidance of doubt the facility cannot connect to the Networks until any issues identified by the analysis of the full application form data including payment of the appropriate charges, have been resolved.

12.2 Maximum Import Capacity and Maximum Export Capacity are not exceeded:
As specified in the Connection Agreement in Schedule 1.

12.3 Method of Connection: The Method of Connection is as detailed in Clause 4.0 of the Quotation Letter

12.4 Conditions of Connection: Clause 2.0 in the Connection Agreement specifies the conditions required prior to Energisation.

12.5 Influencing Connections: The offer made to the Customer by the Company may be one of a number of offers that have been issued to applicants for connection to the Network. The Assumptions in this Quotation Letter may be based on a number of Influencing Connections and amended Quotation Letters may, from time to time, need to be developed and issued by the Company to deal with any changes which may arise from a failure of the Assumptions.

For the avoidance of doubt any increased charges arising from any member of the Subgroup not proceeding will not be to the account of the Customer.

The assumption upon which this Quotation Letter is based is that the Influencing Connections accept their respective connection offers and proceed with the design, construction, completion and commissioning of their projects in accordance with the terms of their respective connection agreements;

[Z004B]

In cases where Connection Works are required, the following Assumptions shall also apply:

12.6 Network Connection Route: This Quotation Letter is based on line and/or cable designs, routes and lengths as assumed by the Company or as advised by TSO. These lengths and routes are not based on a detailed design and as such can change. As set out in Clause 5.3, any increase in costs as a consequence of these changes is a pass through cost.

This Quotation Letter is based upon the Terminal Substation site location as set out in the Customer's Application or as amended (see Appendix 4).

12.7 Consents: The provision of the connection is contingent upon acquisition of all necessary Consents and the full compliance by the landowners with the terms of such Consents

This offer is based on the assumption that there is no forestry on the route for this connection. Should the connection method be such that the route goes through forestry plantation, a forestry easement will be required.

12.8 Commencement of Works: It is assumed that the Company's Connection Works will be carried out during normal working hours.

12.9 Connection Works: the installation of all Company and Customer Distribution and Transmission System plant will be in accordance with the Company's and TSO's standard designs.

- 12.10 Line or Cable Route and Ground Conditions:** reasonable line or cable routes and ground conditions and no unreasonable restrictions placed on the Company for working hours or other restrictions by third parties. For the avoidance of doubt, reasonable ground conditions excludes ground conditions that require explosives or specialised equipment for their removal, stabilisation or draining and /or involve the re-routing of other services. Please note that this list of conditions deemed to be unreasonable is not exhaustive.
- 12.12 Delivery Dates:** The Company will endeavour to carry out the Company's Connection Works as expeditiously as possible and in accordance with the timelines provided in Clause 4.0. Major material requirements will be ordered in accordance with supplier lead times for delivery in line with the programme. However, the actual time taken to execute the Connection Works could be affected by any delays associated with the procurement of plant and equipment, which are outside the Company's control.
- 12.13 Alteration to the Network:** No alterations to the Network will be necessary other than those set out in this Quotation Letter.
- 12.14 Special Requirements:** Please refer to Appendix 3 of this Quotation Letter.
- 12.15 Soft start:** Each generator is equipped with a 'soft start' mechanism to limit the inrush current to one times the full load rating.
- 12.16 Distribution and Grid Codes:** The Distribution and Grid Codes, in their most up-to-date forms, apply to all parties connected to or in the process of connecting to the distribution system. The testing and verification of Distribution Code compliance will be carried out by the Company, prior to the project's scheduled Operational Date. Grid Code compliance testing will be carried out by the TSO or their agents
- 12.17 Dynamic Model:** Where Dynamic simulations have not been carried out prior to offers issuing as, for example in Gate 3. The terms of this offer and timescales indicated are subject to the Customer providing the Company with the most up to date dynamic model available to them, representing the wind turbines specified in the Application, no later than 240 business days prior to the Customer's advised date of commencement of Commissioning. The dynamic model must be in compliance with the Planning Code Appendix (PCA.4.10.1) of the Grid Code. All risks associated with any changes necessary to this Connection Agreement, arising from the results of the TSOs dynamic simulation studies are to be borne by the Customer. The Customer also accepts that any associated financial implications, arising from the results of the TSO's dynamic simulation studies are at the Customer's risk. For the avoidance of doubt, the Facility will not be Energised until the required dynamic simulation studies with the "compliant" dynamic model have been completed by the TSO and the appropriate remedies required to address any stability issues arising from the connection of the Facility have been implemented;
- 12.18 Firm/Non Firm Access:** The Company's offer is for firm access to the Electricity Distribution System. However prior to Energisation the following works must be complete:
- Distribution shallow connection works
 - Distribution deep reinforcement works
 - Transmission shallow connection works and
 - Transmission deep reinforcement works required for short circuit level reasons (please refer to Clause 4.0)

For the avoidance of doubt the Customers Facility shall not have firm access to the Transmission System until the following works are complete:

- Distribution shallow connection works
- Distribution deep reinforcement works
- Transmission shallow connection works and
- All Transmission deep reinforcement works

In the event that the development for which this offer is being issued is a renewable plant, it is assumed that the Facility is not subject to the Firm/Non-Firm Direction¹¹. It is however assumed that the Facility is subject to the Non-Firm Renewables Direction¹².

12.19 Contestability: **[FREE TEXT]** insert either (a) or (b):

(a) This is not a contestable offer;

OR

(b) This is a contestable offer and subject to the additional terms and conditions set out in Appendix 3 of the Connection Agreement.

12.19.1 Scheduled Dates: The dates and periods in Clause 4 remain as set out.

12.19.2 Contestability Standards:

12.19.2.1 The Contestable Components shall be constructed in accordance with the Company's requirements and standard designs as described in Appendix 3 of the Connection Agreement and

12.19.2.2 Where applicable, that part of the Transmission System being constructed by the Customer or by a Lead Developer on behalf of a Subgroup to which the Customer belongs shall be constructed in accordance with the TSO's requirements and standard designs as described in the TSO's Schedule 10 (contestable) for the construction of the Transmission System Contestable Components by the Company's Customer, which is included at Appendix 3a of the Connection Agreement, and the Company accepts no responsibility and/or liability for TSO timelines as set out therein.

12.19.2.3 Contestable Commissioning: [FREE TEXT] insert either (a) or (b):

(a) The Customer has elected not to carry out Contestable Commissioning at the date of this letter. The Customer

¹¹ Firm/Non Firm Direction means the Commission's Direction 01/72 on "Firm and Non-Firm Access to the Transmission System dated 19 June 2001 as may be amended from time to time.

¹² Non-Firm Renewables Direction means the Commission Direction 05/107 on "Renewable Connection Offers and Transmission Reinforcement Works dated 8 July 2005 and as may be amended from time to time.

may subsequently elect to carry out Contestable Commissioning, such election to be made strictly in accordance with the terms set out in Appendix 3 of the Connection Agreement, the Contestable Commissioning Specification (as defined below) and any Commission for Energy Regulation direction as it relates to Contestable Commissioning. Where the Customer has compliantly elected to undertake Contestable Commissioning, such Contestable Commissioning shall be conducted to the full satisfaction of the Company and in accordance with the requirements in respect of Contestable Commissioning set out in Appendix 3 of the Connection Agreement and the Contestable Commissioning Specification.

OR

(b) The Customer has elected to carry out Contestable Commissioning at the date of this letter. The Contestable Commissioning shall be conducted to the full satisfaction of the Company and in accordance with the requirements in respect of Contestable Commissioning set out in Appendix 3 of the Connection Agreement and the Contestable Commissioning Specification.

“Contestable Commissioning Specification” means the document entitled “Company Standard –Contestable Commissioning Specification” (such document being issued, owned and controlled by the DAO) in accordance with which the Customer may elect to carry out Contestable Commissioning and, having so elected, carry out the Contestable Commissioning.

12.19.3 Contestable Components: The Contestable Components and the part of the Transmission System referred to at 12.19.2.2 above are marked on the single line diagram as set out at Clause 4 hereto.
[Z019]

12.19.4 Essential Component Works: The Essential Component Works are as set out at Clause 4 hereto.
[Z019]

12.19.5 Transfer of Contestable Components:

Where applicable, references to Contestable Components in this section 12.19.5 and in Appendix 1 and 1A of the Standard Connection Agreement shall include the parts of the Transmission System being constructed by or on behalf of the Customer.

12.19.5.1 The Customer shall notify the Company in writing which, if any, of the Contestable Components the Customer is requesting to retain no later than one month after the date the relevant Consents have been acquired. The Company shall notify the Customer in writing which, if any, of the Contestable Components ESB requests ownership of at least two months before an executed Contract for Sale is required

pursuant to Appendix 1a of the Standard Connection Agreement.

12.19.5.2 If the Company does not receive such notification from the Customer and ESB wishes to take ownership of the Contestable Components, the Company shall assume that the Customer consents to the transfer of all of the Contestable Components to ESB and the Customer shall be bound to implement this transfer in accordance with the Agreement. (The Customer is referred to Appendix 1 and 1A of the Standard Connection Agreement in this regard.).

12.20 Interacting Applications [FREE TEXT]

12.21 Ownership of Connection Equipment

It is assumed that the Company's Connection Equipment to which this Facility is proposed to connect will be in the ownership of ESB on or before the Connection Agreement Effective Date.

13.0 Single Electricity Market Operator (SEMO):

In accordance with the Trading and Settlement Code an entity has to be both registered as a 'party' and a 'participant' before they can effectively trade in the wholesale market. These registration processes can take up to 60 business days. The Customer must submit a completed party accession and fully complete a participant notification pack at least 60 business days prior to Energisation should the Customer wish to trade in the wholesale market. For the avoidance of doubt, in the event that the Customer plans to trade in the wholesale market, the Facility can not be Energised until the Trading and Settlement Code registration processes have been fully completed and a Connection Agreement Effective Date for trading is issued by SEMO.

Generators with either a MEC less than 10 MW or who have entered into an intermediary agreement in accordance with the Trading and Settlement Code, may also trade outside of the wholesale market through a power purchase agreement. To avail of this option, the Customer must submit a completed registration form to the Meter Registration System Operator at least 20 business days prior to Energisation.

14.0 Transmission Deep Reinforcement Works:

14.1 Varying levels of reduced output:

Should the Customer wish to avail of non-firm access to the Transmission System (prior to completion of transmission deep reinforcement works as set out in the Statement of Transmission Works and Firm Access Quantities) then they may do so under the following conditions:

1. the Customer must indicate this to the Company at time of acceptance. The Customer can indicate this in the space provided in the Connection Agreement when signing.
2. all shallow works to be completed prior to export,
3. Distribution System deep reinforcements works to be completed
4. short circuit driven deep Transmission works to be completed,
5. all necessary constraint and dispatch equipment is installed and paid for as specified by the relevant System Operator in accordance with the relevant Grid Code Clause. Such equipment to be designed and operated in accordance with requirements of the Company or the TSO such that output is controllable by the relevant System Operator.

6. the Customer accepts that the Facility may be subject to varying levels of reduced output without compensation
7. the Customer agrees to operate their Facility during this period in accordance with whatever constraints are imposed by the relevant System Operator and to waive any claim cost or expense howsoever arising for compensation or loss of output due to such curtailment.
8. An estimate of the levels of reduction will be as set out in Constraints Reports.

15.0 Payment of Charges:

- 15.1 Any costs and expenses arising under this Quotation Letter are governed by the terms of the General Conditions, and will be payable by the Customer on receipt of the Company's invoice for the same in accordance with Clause 3.0 of the General Conditions, where not already provided for herein.
- 15.2 In issuing any amended Quotation Letter in the circumstances outlined in 12.0 above, the Company will advise the Customer of revised Connection Charges. The Customer's obligation to pay on the basis of an amended Quotation Letter includes an obligation to top-up the Connection Charges then extant within fourteen (14) Business Days of receipt of an amended Quotation Letter.

16.0 Facility Requirements

Notwithstanding anything in the Agreement to the contrary and without limiting any other obligations of the Customer, the provisions which refer to the Customer's connection shall be in all respect conditional on and subject to, inter alia, to the Company being satisfied the Facility meeting the following:

16.1 General Requirements: The conditions set out in the following documents must be met:

- Conditions Governing Connection to the Distribution System (applicable to Connections at MV and 38kV and Embedded Generators at LV, MV and 38kV)
- Distribution Code (www.esb.ie/esbnetworks)
- Grid Code (www.eirgrid.com)
- General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System

16.2 Metering, Supply Monitor and SCADA Telecommunications' Requirements:

- Metering: To facilitate metering of the Facility, the Customer will be required to provide a dedicated dial-up telephone line to ESB's metering point in the event that the equivalent GSM (Global System Mobile) solution is not feasible, due to GSM coverage deficiencies.
- Power Quality Monitor: To monitor and record real-time data associated with power flows, power quality and event status. For remote interrogation purposes, the Customer will be required to provide a dial-up telephone line to this monitor. This telephone line must have a minimum baud rate of 28 kbits/second.

Please note that it is the Customer's responsibility to provide, install and maintain these telephone links throughout the term of this agreement (including all line isolation equipment necessary for the connection). Isolation equipment required and

relevant connection procedure is to be verified with the Telecommunication System Operator by the Customer.

16.3 SCADA Requirements:

Both the Company and the TSO may have SCADA requirements. For more detailed information, please see Appendix 1 of this Quotation Letter.

16.4

[Z019A]

17.0 Distribution Loss Adjustment Factors

The Distribution Loss Adjustment Factors (DLAF) for this project will be advised once the final connection is established and constructed which will be post energisation.

18.0 Power Quality Data

The R, X and V values for this connection method are:

[Not Applicable for this Quotation]

OR

R – [GV_PQ_X] ohms

X – [GV_PQ_Y] ohms

V – [GV_PQ_Z] kV

As set out in clause 3.0 herein, the Customer is required to provide:

- 18.1 Calculations sheet showing the flicker contribution (P_{st} and P_{lt}) from the generator at system impedance of $R + jX$ ohms (referred to V kV).
- 18.2 Calculations sheet demonstrating the level of harmonics for individual harmonic orders (2-50) from the proposed generator at system impedance of $R + jX$ ohms (referred to V kV).

19.0 Additional termination rights and longstop dates

19.1 In addition to the termination rights set out in Clause 16.0 and 17.0 of the General Conditions for Connection, the Company shall be entitled to drawdown the balance of the Bond referred to in Clause 5.1 and to terminate the Agreement and De-Energise the Customer by giving 7 days prior written notice of termination to the Customer upon the occurrence of any of the circumstances set out below (19.2, 19.3, 19.4 and 19.5) unless the delay was caused solely and directly by the Company's acts or omissions. Upon expiry of such notice the Agreement shall have no further effect and the Customer shall have no entitlement to any compensation whatsoever for such termination,

19.2 If Connection Agreement Effective Date has not been achieved and all of the Consents (including without limiting the generality of the foregoing, satisfactory and effective access), have not been obtained by the Company or the Customer by the Connection Agreement Longstop Date, which is 36 months after the Scheduled Connection Agreement Effective Date.

- 19.3 If post-energisation a dispute arises in relation to Consents which had not been obtained
- 19.4 if the Connection Agreement Effective Date cannot be achieved within 36 months of the Scheduled Connection Agreement Effective Date
- 19.5 If Planning Permission Date has not been obtained by the Scheduled Planning Permission Longstop Date. The Scheduled Planning Permission Longstop Date will be 36 months after the Scheduled Planning Permission Date.
- 19.6 If the Customer fails to achieve its Operational Certificate within 48 months of the Connection Agreement Effective Date

In the event of a dispute the dates above may be revised as directed by the Commission.

20.0 Independence of Contiguous Facilities (applicable to wind-based generator facilities)

A Wind Farm Power Station (“Wind Farm”) will be deemed to be unrelated to and independent of the other Wind Farms already present in a Contiguous Wind Farm Site (as defined in the Distribution Code) (“Independent Wind Farm”) if:

- 20.1 The Customer, where a body corporate, is not a related undertaking of another Wind Farm already present in the Contiguous Wind Farm Site or in respect of which an application for a Connection Agreement has been made to the Company or the TSO;
- 20.2 No person or body corporate holding 50% or more of the equity or voting rights in the Customer is a person connected with any person or body corporate holding 50% or more of the equity or voting rights in another Wind Farm present in the Contiguous Wind Farm Site (“Connected Person”).

21.0 Ongoing Obligation.

Any change to the ownership of the Wind Farm or to the voting rights in respect of it, which would have the effect of changing the independent status of this generator (as stated in declaration of Independence from Contiguous Wind Farms) must be notified to the Company.

Should it be established to the satisfaction of the Company that a Wind Farm who have previously declared themselves independent from contiguous Wind Farms is no longer an Independent Wind Farm, the Company may, at its sole discretion, require the Customer to undertake or pay the Company for such works or such measures for the benefit of the Distribution and/or Transmission System as would have been required in respect of the combined Wind Farms present on the relevant Contiguous Wind Farm Site if the relationship of the Customer or its shareholders to any other Wind Farm or its shareholders present on that Contiguous Wind Farm Site had been declared prior to the construction of the relevant connection works, and the Company may de-energise the Customer until such time as these works are complete.

If you have any queries in relation to the details of the connection, please contact ESB Networks Ltd (for contact details see below). Payment should be made by PO/Draft/Cheque only, payable to “ESB Networks Ltd”. On receipt of your acceptance (including signed Agreement and full payment of Capital Contribution) the necessary works will be authorised and passed to the relevant Project Leader. Should you wish to discuss the work programme, they can arrange to meet you or your representative on site. For contact details see below.

[Z013]

For any queries relating to the detailed design post offer acceptance please contact IPPDelivery@esb.ie

Please return all documents, specified in clause 3.0 above, to *Accounts Receivable, ESB Networks Ltd, Sarsfield Road, Wilton, Cork* can be contacted by telephone at (lo-call) 1850-372-757, or by email dsogenerators@esb.ie.

If you are not satisfied with the terms offered and an agreement with ESB Networks Ltd. cannot be reached within a reasonable period either party may request determination of any of the terms or conditions by referring the matter to the Commission of Energy Regulation.

We look forward to hearing from you.

Yours faithfully,

For ESB Networks Ltd.

Enclosures: Connection Agreement (with ESB Interface Undertaking at Schedule 4)
 General Conditions relating to Connection
 Payment Request
 Declaration of Independence from Contiguous Windfarm sites
 Constraints Report (if available at time of offer issue)
 TSO Interface Undertaking at Appendix 6 herein

APPENDIX 1 – SCADA REQUIREMENTS

[Z011]

APPENDIX 2 – CAPITAL CONTRIBUTION BREAKDOWN

[Z012]

APPENDIX 3 - SPECIAL REQUIREMENTS

[Z018]

APPENDIX 4 – LIST OF APPLICATION DOCUMENTS AND CORRESPONDENCE

- Application Form dated.....
- Terminal Sub-Station Site Location details.....
- Contestability Agreement for Contesting Shared Assets dated x
- Single Line Diagram showing Contestable Components
- Other relevant correspondence
 - Letter/email dated....
 - Letter/email dated....

Appendix 5
Assumed Data

Appendix 6

Interface Undertaking

Terms used in this Interface Undertaking shall, unless otherwise defined herein, have the meaning set out in DSO Connection Agreement. *For the avoidance of doubt reference to “Agreement” refers to the DSO Connection Agreement which defines the other terms used in this Interface undertaking including “Customer”, “Company” etc.*

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking (“Interface Undertaking”) in favour of the Company in relation to the Customer’s connection to the Distribution System;

1. The Customer agrees to comply with the technical requirements for connection to the Distribution System and to install protection equipment as required by the Company as set out in this Agreement to protect its facility from faults on the Transmission System.
2. The Customer agrees that the TSO is permitted to take any steps it is authorised to take or required to take by its’ licence, or the Grid Code and the Customer agrees not to make any claim against the TSO in connection with such steps.
3. The Customer agrees to permit the Company to give the TSO information about the Customer’s connection to the Distribution System reasonably required by the TSO to fulfil its obligations under its licence and the Grid Code.
4. Where the Customer has discovered any fault or other unusual circumstance in relation to its connection to the Distribution System that is having or may have an effect on the Transmission System, the Customer will notify both the TSO and the DSO as soon as reasonably possible.
5. The Customer agrees to ensure that public liability insurance is procured and maintained by the Customer in accordance with the Agreement extends to damage suffered by the TSO and its officers, employees, agents and contractors.
6. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the TSO or any of its directors, officers, employees, agents, transmission connected customers or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer’s connection to the ESB Distribution System or the TSO’s operation of the ESB Transmission System except for any such claim that it is entitled to make against the TSO as set out in paragraph 7 below and subject always to paragraph 8 below.
7. The Customer agrees that except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 6 above and paragraph 8 below or to any right of indemnity in the Agreement, not to make any claim against the TSO arising from any act or omission of the TSO or its officers, agents, employees, transmission connected customers or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:

- a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
- b) the liability of the Customer to any other person for loss in respect of physical damage caused directly to the property of such other person; or
- c) the disconnection or de-energisation of the Customer's connection in circumstances required or permitted under the Agreement, the TSO's licence or the Grid Code; or
- d) negligence or breach of statutory duty on the part of the TSO or of any of its officers, employees, agents, or contractors; or
- e) any other matter connected with the Customer's connection to the Distribution System and/or related to the operation by the TSO of the Transmission System or with the Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Agreement in excess of the Connection Liability Cap.

8. The Customer agrees that except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 6 and 7 above or to any rights of indemnity in the Agreement, not to make any claim against the TSO or its directors, officers, employees, contractors, transmission connected customers or agents for, and to waive its rights now and for the future in respect of, any:

- a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
- b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
- c) loss damage, cost, demand, suit, liability, fine, penalty or expense whether incurred by the Customer or any other person in respect of constraints on the transportation of electricity using the Transmission System or entry to or exit from the Transmission System howsoever arising and including whether due to the size of the Transmission System, planned or unplanned outages, faults, unavailability or arising through the operation of any code or contract;
- d) loss resulting from the liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 7(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

IN WITNESS WHEREOF the Company and the Customer have caused this Interface Undertaking to be executed on date above first herein written.

Signed for and on behalf of ESB Networks Limited:-

By:

Joe Duignan
Manager, Commercial & Renewable Regulation
ESB Networks Ltd.

In the presence of:

Date:

[GV_NAME_LINE]

Print Customer Signatory Name in Block Capitals: _____

Witness: _____

Date: