

NRRPRICETEST\_NC50\_3  
WESTON TERRACE  
DUBLIN 14

**Date: 23.08.2006**  
**Job No: 5000096466**

**RE: Connection to the Electricity Distribution System at: BRIDGE STREET, WATERFORD**

Dear Sir/Madam,

Thank you for your recent application for connection to the Electricity Distribution System at the above address.

I enclose a Connection Agreement (two copies) incorporating a quotation letter, for your consideration. Also enclosed is a copy of 'General Conditions for Industrial and Commercial Customers and Generators to the Distribution System', which also apply. The Agreements are standard with a small number of site-specific details. These are highlighted in the explanatory notes below. It is important that these satisfy your requirements.

**ESB Networks work cannot be scheduled 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 you.

-Please confirm the contact name and telephone number.

*Schedule 3* -Please provide the name, position and address of the people to whom you wish us to send any notices.

*Signature* -Note: The signature of the Manager representing your company is required.

The **Maximum Import Capacity (MIC)** is the capacity which ESB commits itself to maintain available to your premises at the connection point according to your requirements. Please note the MIC places an upper limit on the total electrical demand you can place on the Electricity Distribution System. Secondly, it forms the basis of capacity charges in your electricity bill. **The Maximum Export Capacity (MEC)** is the maximum capacity that you can export to the Electricity Distribution System. MIC and MEC are measured in kiloVoltAmperes (kVA). 1kVA is roughly equivalent to 1kW in most circumstances.

I would encourage you to read the enclosed agreement and if you are satisfied with it, forward the return copy with your signature and initial payment, to the details attached.

This Agreement is made between **ELECTRICITY SUPPLY BOARD**, having its principal offices at 27 Lower Fitzwilliam Street, Dublin 2 (hereinafter called the "ESB" or "Company"); and **NRRPRICETEST\_NC50\_3** whose registered office is at **WESTON TERRACE, DUBLIN 14**, (hereinafter called the "Customer").

Based on the information and load schedule submitted with your Application Form, ESB is pleased to offer you connection with a Maximum Import Capacity of **25 kVA** and/or Maximum Export Capacity of **900 kVA** subject to the following conditions.

## **1.0 Principle Components of the Offer:**

- 1.1 Maximum capacity at this location does not exceed the Maximum Import Capacity and/or Maximum Export Capacity as specified in Schedule 1.
- 1.2 This offer/quotation is valid for 3 months from today's date and assumes works (reference Connection Works Clause 4.0 of Quotation Letter) being carried out within 9 months of same date.

The Customer is required to:

- 1.3 Provide payment of a capital contribution of **€56,750.00** inclusive of **€6,750.00** VAT. See Clause 5.0.
- 1.4 Return a signed copy of the attached Connection Agreement with capital contribution.
- 1.5 *(If applicable)* provide a terminal sub-station to ESB Networks specification and transfer, free of cost to ESB Networks, of title to this substation site, and/or Easement of cable/duct route as detailed in Undertaking and Indemnity (see Appendix 1, Connection Agreement), in advance of final connection.
- 1.6 *(if applicable)* by signing and returning the Connection Agreement, you also agree to be bound by the Undertaking and Indemnity clauses (see Appendix 1, Connection Agreement).
- 1.7 Submit an ETCI wiring certificate prior to final connection.

## **2.0 The Company's Offer:**

This Quotation Letter together with the Connection Agreement between ESB 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 Agreement or the Distribution Code, insofar as any inconsistency exists, the 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 **23.11.2006** assuming that no other party has accepted a connection offer such that the capacity required for the Customer is no longer available. In addition after this date, this offer including the Agreement, if not so accepted by you, will lapse. Our offer may be accepted by returning the following to ESB Networks:

- 3.1 The Connection Agreement duly signed made effective by compliance with the conditions precedent to the Agreement listed in Schedule 4 of the connection agreement.
- 3.2 Payment of 25% of the capital contribution (incl VAT). See Clause 5.0.
- 3.3 *<if applicable>* Provide a Charges Bond.

The Company's connection works cannot be scheduled until the above acceptance requirements are executed.

ESB Networks will endeavour to complete connection works at the above location within the given timescales outlined in the "Guide to the Process for Connection to the Distribution System" \* upon receipt of the full acceptance requirements above. \*available on our web-site [www.esb.ie/esbnetworks](http://www.esb.ie/esbnetworks).

**Acceptance of Offer for Interacting Applications:** Details are available in the "Guide to the Process for Connection to the Distribution System"\*, Section 4.6 Interacting Applications. \*available on our web-site [www.esb.ie/esbnetworks](http://www.esb.ie/esbnetworks).

#### 4.0 The Method of Connection:

The Company reserves the right to change the method of connection outlined in a then existing and valid Quotation Letter for any reason where there is no adverse change in the connection charges, operational date or route of the network across the customer's property.

Where there is a resulting reduction in cost attributable to the customer, ESB Networks' refund policy will apply.

#### 5.0 Method of Payment:

The list of charges\* is specified below.

Definitions of these charges are detailed in Schedule 1 of the General Conditions for Connection to the Distribution System.

##### Bonds / Outgoing Charges

| <u>Type of Charge</u>   | <u>Amount before VAT</u> | <u>VAT</u> | <u>Total €</u> |
|-------------------------|--------------------------|------------|----------------|
| On Going Service Charge | 0.00                     | 0.00       | 0.00           |
| Amount Charges Bond     | 5,000.00                 | 675.00     | 5,675.00       |

##### Capital Contribution.

| <u>Type of Charge</u>             | <u>Amount before VAT</u> | <u>VAT</u>      | <u>Total €</u>   |
|-----------------------------------|--------------------------|-----------------|------------------|
| Connection Charge                 | 50,000.00                | 6,750.00        | 56,750.00        |
| Pass Through Charge               | 0.00                     | 0.00            | 0.00             |
| <b>Total Capital Contribution</b> | <b>50,000.00</b>         | <b>6,750.00</b> | <b>56,750.00</b> |

The payment schedule is as follows:

- 25% of connection charge on signing of Connection Agreement.
- 50% of connection charge before ESB Networks construction work begins.
- Balance 1 month before anticipated connection date.

For a full breakdown of Charges, please see Appendix 2 of this Quotation Letter. For initial payment required please see the Payment Request attached.

#### 5.1 Charges Bond (only applicable to connection asset with limited life.)

In addition to the Connection Charges set out above, you will be required to provide a Charges Bond in respect of the Decommissioning and Reinstatement Charges, in accordance with clause 5.0 of the Connection Agreement, prior to connection. Full details of the Company's security requirements for the Charges Bond are contained in Schedule 2 of the General Conditions for Industrial and Commercial Customers and Generators to the Distribution System, and are deemed incorporated into this Quotation Letter.

#### 6.0 Point of Connection:

The point of connection is as outlined in the 'National Code of Practice for Customer Interface' booklet appropriate for your connection type.

\*For a breakdown of charges please refer to the Statement of the Basis of Distribution Connection Charges

## **7.0 Nature of Connection:**

See Schedule 1, Characteristics of Connection, in the Connection Agreement.

## **8.0 Provision of Terminal Sub-Station:**

(If applicable) As an LV/MV customer, you are required to provide a terminal sub-station free of charge to ESB. The specification is per the 'General Specification for MV Substation and Metering for Switchroom Buildings' listed in the annex supplementary publications to the Distribution Code on [www.esb.ie/esbnetworks](http://www.esb.ie/esbnetworks). Where a substation building is to be provided, it must be completed 30 days prior to target connection date to allow for scheduling lead time. As a Major Customer, you are required to provide a terminal sub-station free of charge to ESB. The terminal sub-station specification is as supplied to you by ESB Networks. Where a substation building is to be provided, it must be completed 30 days prior to target connection date to allow for scheduling lead time.

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

## **9.0 Customer Site Works:**

The customer will be required to carry out civil site works detailed on the attached Site Layout Drawing and as agreed on site. Where applicable, all ground work must comply with the requirements in the 'Electrical Services Guide Book - Housing Schemes'.

## **10.0 Metering Facilities:**

Where metering is required at LV, metering arrangements are specified in the 'National Code of Practice for Customer Interface' booklet. For MV Connections refer to ESB General Specifications for MV Substation and Metering for Switchroom Buildings.

## **11.0 Power Factor and Phase Balance:**

The customer shall take all reasonable steps to operate the Plant and the Facility to keep the power factor of the total load at the Connection Point for imported electricity between 0.90 lagging and unity and for exported electricity between 0.95 lagging and unity. Wind generators must keep power factor between 0.93 and 0.95 lagging. For the purpose of this agreement, lagging power factor refers to the absorption of reactive power.

## **12.0 Assumptions:**

ESB Networks price is firm unless any change in the Assumptions set out or referred to in this Quotation Letter leads to a change in:

- (a) The cost of connection,
- (b) The timing of the Connection,

and the effects of such changes will be to the account of the Customer. An amended quotation letter will be issued to you dealing with such a change.

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

### **12.1 Information provided by the Customer:**

The provision of connection and alterations to the Distribution System are based on the size of loads, the timing of connection of the loads and the location of the load as provided by you in your Application, load schedule and discussions with ESB Networks.

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

- 12.3 Connection Agreement:** The terms and conditions of the Connection Agreement.
- 12.4 Method of Connection:** The Method of Connection is as detailed in Clause 4.0 of the Quotation Letter.
- 12.5 Conditions of Connection:** We would like to draw your attention to Clause 2.0 in the Connection Agreement. It specifies the conditions required prior to energisation.

In cases where connection works are required, the following apply:

- 12.6 Network Connection Route:** This Quotation is based on line and/or cable designs and routes as agreed.  
This quotation is based upon the substation site location as previously agreed.
- 12.7 Wayleaves and Consents:** The provision of the connection is contingent upon acquisition of all necessary wayleaves and consents, otherwise revised terms and charges may apply.
- 12.8 Commencement of Works:** ESB Networks work will only be scheduled on work programmes upon receipt of all the documentation detailed in Clause 3.0 above. Connection dates are calculated from acceptance of this offer (Clause 3.0). It is assumed that the Company's Connection Works will be carried out during normal working hours. The works completion period is 16 weeks after the terminal sub-station is handed over (if applicable).
- 12.9 Distribution Station:** the installation of all Distribution plant will be substantially in accordance with the Company's standard Distribution station design.
- 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.
- 12.11 Delivery Dates:** The availability of all materials required within current standard industry delivery periods. We will endeavour to provide the connection as expeditiously as possible and in accordance with your programme. However, the actual time taken to provide the connection could be affected by any delays associated with the procurement of plant and equipment, which are outside our control.
- 12.12 Special Requirements:**
- 12.13** Each generator is equipped with a 'soft start' mechanism to limit the inrush current to one times the full load rating.
- 12.14** ESB Distribution System will not always be available to accept the output of the generator scheme. Unscheduled network outages may occur due to faults and circumstances deemed dangerous by ESB Networks. Scheduled outages will also be necessary to facilitate network maintenance, network improvements and diversions, connection of new customers, clearance of hazards etc.

### **13.0 Payment of Charges:**

**13.1** Any costs and expenses arising under this Quotation Letter are governed by the terms of the General Conditions for Industrial and Commercial Customers and Generators to the Distribution System, and will be payable by you on receipt of the Company's invoice for the same in accordance with Clause 3.0 of the General Conditions for Industrial and Commercial Customers and Generators to the Distribution System.

**13.2** In issuing any amended Quotation Letter in the circumstances outlined in 12.0 above, the Company will advise you of any shortfall in amounts already paid by you, arising from any increased overall cost of the charges and the associated Security requirements. Your obligation to pay on the basis of an amended Quotation Letter includes an obligation to top-up the charges and/or the Security then extant within fourteen (14) Business Days of receipt of an amended Quotation Letter.

### **14.0 Facility Requirements**

The proposed connection will be subject to, inter alia, the facility meeting the following:

(a) General Requirements: The conditions set out in the following documents must be met:

- Requirements for Connection of Generators to the Electricity Distribution System (G10/94)
- Conditions for Connection at 38kV
- Connection Arrangement for 38kV Connected Wind Generators, Rev. 1
- Distribution Code
- Grid Code
- General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System

(b) 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.
- Supply Monitor: To monitor and record real-time data associated with power flows, power quality and event status, ESB will install a power supply monitor at the facility. 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). Eircom specification 'TS04.1' details the line isolation equipment and procedures required.

(c) SCADA Requirements:

Both ESB Networks and ESB National Grid may have SCADA requirements. For more detailed information, please see Appendix 1 of this Quotation Letter.

## 15.0 Distribution Loss Adjustment Factors

The distribution loss adjustment factors that are applicable to your site based on the connection method detailed in Clause 4.0 above are:

| <b>Day-time</b> | <b>Night-time</b> |
|-----------------|-------------------|
| <b>1.2000</b>   | <b>0.9000</b>     |

Modified loss adjustment factors will be issued in the event of situations such as the following arising:

- Expansion in generation capacity at this site (assuming this is feasible)
- Another generator opting to share all or part of the connection

If you have any queries in relation to the details of the connection, please contact ESB Networks (for contact details see below). Payment should be made by PO/Draft/Cheque only, payable to "ESB Networks". On receipt of your acceptance (signed agreement and payment of capital contribution) the necessary works will be authorised and passed to the relevant ESB Networks Construction Supervisor. Should you wish to discuss the work program, they can arrange to meet you or your representative on site. For contact details see below.

Please return all documents, specified in clause 3.0 above, to ESB Networks, PO Box 29, Garrycastle, Athlone, Co. Westmeath. ESB Networks can be contacted by telephone at (lo-call) 1850-372-757.

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

We look forward to hearing from you.

Yours faithfully,

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**For ESB: MICHAEL MULLEN**

**Contact Phone Number: (01) 6042897**

Enclosures:

Connection Agreement  
General Conditions relating to Connection  
Ducting Layout  
Payment Request

## APPENDIX 1 - CONNECTION CHARGES BREAKDOWN

| ITEM                                 | AMOUNT(Euros) |
|--------------------------------------|---------------|
| 110kV/38kV substation work           | *****         |
| circa ***kms of 38kV Overhead Line   | *****         |
| 38kV Metering                        | *****         |
| Power Quality Recorder               | *****         |
| SCADA (transducers at ***** Station) | *****         |
| SUBTOTAL                             | *****         |
| plus VAT @ 13.5%                     | *****         |
| less payments already received       | *****         |
| TOTAL                                | *****         |

## APPENDIX 2 - SCADA REQUIREMENTS

ESB National Grid have specific requirements regarding the SCADA monitoring required at a wind farm site and (if applicable) to facilitate this the necessary SCADA equipment detailed below must be installed. The cost of fulfilling these National Grid SCADA requirements will be met directly by ESB National Grid.

ESB National Grid SCADA requirements for Wind Generation

A. Site < 5MW

The following position indications and measurands will be required to be sent to DCC for transmission to NCC.

Circuit breaker indication showing that wind farm is connected to system (if available).

Generator: MW, MVA<sub>r</sub>

B. Site ≥ 5MW

The following position indications and measurands will be required to be sent to NG RTU for transmission to NCC.

38kV Busbar:

38kV line cubicles: if available)

38kV circuit breaker

38kV line disconnect

MW, MVA<sub>r</sub>, kV

Generator cubicle:

Generator circuit breaker

Generator transformer disconnect

MW, MVA<sub>r</sub>, kV

Wind Speed (at hub height) \*

Wind Direction (at hub height) \*

Air temperature \*

Air pressure \*

(\* from windfarm site)

Status indication/availability for each turbine (on/off)

10/20kV switch positions associated with each wind farm.

The purpose of the above is to provide NG with an indication of the available power from the wind farms.

2. RTU Configuration. (For NG requirements)

Time synchronisation from NCC or local time standard?

Local

Number of single bit alarms and/or indications

2 per turbine

Number of two bit indications (e.g. switchgear open/close indications)

= ,

2 per bay (DL, CB) (HV, LV) 4

Total 4

Number of analog inputs

10 approx

Number of analog outputs

None

Number of counter values

None

Number of command control outputs (e.g. trip/close, reset, raise/lower, etc.)

0

Number of set-point outputs (analog and digital, with strobe/enable)

0

3. RTU Mode of Connection to NCC.

Point to Point or Party Line?

Point to Point

Number of Paths required to NCC

1

Number of Paths required to ECC

1

V24/V28 (FND 19.10) RS 232

4. Is remote control required?

No

5. NG must be consulted on the wind speed settings for start-up and shutdown of the turbines (with a view to staggering start-up and shutdowns of the turbines).

NRRPRICETEST\_NC50\_3  
WESTON TERRACE  
DUBLIN 14

**Date: 23.08.2006**  
**Job No: 5000096466**

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*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 you.

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Based on the information and load schedule submitted with your Application Form, ESB is pleased to offer you connection with a Maximum Import Capacity of **25 kVA** and/or Maximum Export Capacity of **900 kVA** subject to the following conditions.

## **1.0 Principle Components of the Offer:**

- 1.1 Maximum capacity at this location does not exceed the Maximum Import Capacity and/or Maximum Export Capacity as specified in Schedule 1.
- 1.2 This offer/quotation is valid for 3 months from today's date and assumes works (reference Connection Works Clause 4.0 of Quotation Letter) being carried out within 9 months of same date.

The Customer is required to:

- 1.3 Provide payment of a capital contribution of **€56,750.00** inclusive of **€6,750.00** VAT. See Clause 5.0.
- 1.4 Return a signed copy of the attached Connection Agreement with capital contribution.
- 1.5 *(If applicable)* provide a terminal sub-station to ESB Networks specification and transfer, free of cost to ESB Networks, of title to this substation site, and/or Easement of cable/duct route as detailed in Undertaking and Indemnity (see Appendix 1, Connection Agreement), in advance of final connection.
- 1.6 *(if applicable)* by signing and returning the Connection Agreement, you also agree to be bound by the Undertaking and Indemnity clauses (see Appendix 1, Connection Agreement).
- 1.7 Submit an ETCI wiring certificate prior to final connection.

## **2.0 The Company's Offer:**

This Quotation Letter together with the Connection Agreement between ESB 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 Agreement or the Distribution Code, insofar as any inconsistency exists, the 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 **23.11.2006** assuming that no other party has accepted a connection offer such that the capacity required for the Customer is no longer available. In addition after this date, this offer including the Agreement, if not so accepted by you, will lapse. Our offer may be accepted by returning the following to ESB Networks:

- 3.1 The Connection Agreement duly signed made effective by compliance with the conditions precedent to the Agreement listed in Schedule 4 of the connection agreement.
- 3.2 Payment of 25% of the capital contribution (incl VAT). See Clause 5.0.
- 3.3 *<if applicable>* Provide a Charges Bond.

The Company's connection works cannot be scheduled until the above acceptance requirements are executed.

ESB Networks will endeavour to complete connection works at the above location within the given timescales outlined in the "Guide to the Process for Connection to the Distribution System" \* upon receipt of the full acceptance requirements above. *\*available on our web-site [www.esb.ie/esbnetworks](http://www.esb.ie/esbnetworks).*

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The list of charges\* is specified below.

Definitions of these charges are detailed in Schedule 1 of the General Conditions for Connection to the Distribution System.

##### Bonds / Outgoing Charges

| <u>Type of Charge</u>   | <u>Amount before VAT</u> | <u>VAT</u> | <u>Total €</u> |
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| On Going Service Charge | 0.00                     | 0.00       | 0.00           |
| Amount Charges Bond     | 5,000.00                 | 675.00     | 5,675.00       |

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##### Capital Contribution.

| <u>Type of Charge</u>             | <u>Amount before VAT</u> | <u>VAT</u>      | <u>Total €</u>   |
|-----------------------------------|--------------------------|-----------------|------------------|
| Connection Charge                 | 50,000.00                | 6,750.00        | 56,750.00        |
| Pass Through Charge               | 0.00                     | 0.00            | 0.00             |
| <b>Total Capital Contribution</b> | <b>50,000.00</b>         | <b>6,750.00</b> | <b>56,750.00</b> |

The payment schedule is as follows:

- 25% of connection charge on signing of Connection Agreement.
- 50% of connection charge before ESB Networks construction work begins.
- Balance 1 month before anticipated connection date.

For a full breakdown of Charges, please see Appendix 2 of this Quotation Letter. For initial payment required please see the Payment Request attached.

#### 5.1 Charges Bond (only applicable to connection asset with limited life.)

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#### 6.0 Point of Connection:

The point of connection is as outlined in the 'National Code of Practice for Customer Interface' booklet appropriate for your connection type.

## **7.0 Nature of Connection:**

See Schedule 1, Characteristics of Connection, in the Connection Agreement.

## **8.0 Provision of Terminal Sub-Station:**

(If applicable) As an LV/MV customer, you are required to provide a terminal sub-station free of charge to ESB. The specification is per the 'General Specification for MV Substation and Metering for Switchroom Buildings' listed in the annex supplementary publications to the Distribution Code on [www.esb.ie/esbnetworks](http://www.esb.ie/esbnetworks). Where a substation building is to be provided, it must be completed 30 days prior to target connection date to allow for scheduling lead time. As a Major Customer, you are required to provide a terminal sub-station free of charge to ESB. The terminal sub-station specification is as supplied to you by ESB Networks. Where a substation building is to be provided, it must be completed 30 days prior to target connection date to allow for scheduling lead time.

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

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The customer will be required to carry out civil site works detailed on the attached Site Layout Drawing and as agreed on site. Where applicable, all ground work must comply with the requirements in the 'Electrical Services Guide Book - Housing Schemes'.

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

### **12.1 Information provided by the Customer:**

The provision of connection and alterations to the Distribution System are based on the size of loads, the timing of connection of the loads and the location of the load as provided by you in your Application, load schedule and discussions with ESB Networks.

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

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This quotation is based upon the substation site location as previously agreed.
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- 12.9 Distribution Station:** the installation of all Distribution plant will be substantially in accordance with the Company's standard Distribution station design.
- 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.
- 12.11 Delivery Dates:** The availability of all materials required within current standard industry delivery periods. We will endeavour to provide the connection as expeditiously as possible and in accordance with your programme. However, the actual time taken to provide the connection could be affected by any delays associated with the procurement of plant and equipment, which are outside our control.
- 12.12 Special Requirements:**
- 12.13** Each generator is equipped with a 'soft start' mechanism to limit the inrush current to one times the full load rating.
- 12.14** ESB Distribution System will not always be available to accept the output of the generator scheme. Unscheduled network outages may occur due to faults and circumstances deemed dangerous by ESB Networks. Scheduled outages will also be necessary to facilitate network maintenance, network improvements and diversions, connection of new customers, clearance of hazards etc.

### **13.0 Payment of Charges:**

**13.1** Any costs and expenses arising under this Quotation Letter are governed by the terms of the General Conditions for Industrial and Commercial Customers and Generators to the Distribution System, and will be payable by you on receipt of the Company's invoice for the same in accordance with Clause 3.0 of the General Conditions for Industrial and Commercial Customers and Generators to the Distribution System.

**13.2** In issuing any amended Quotation Letter in the circumstances outlined in 12.0 above, the Company will advise you of any shortfall in amounts already paid by you, arising from any increased overall cost of the charges and the associated Security requirements. Your obligation to pay on the basis of an amended Quotation Letter includes an obligation to top-up the charges and/or the Security then extant within fourteen (14) Business Days of receipt of an amended Quotation Letter.

### **14.0 Facility Requirements**

The proposed connection will be subject to, inter alia, the facility meeting the following:

(a) General Requirements: The conditions set out in the following documents must be met:

- Requirements for Connection of Generators to the Electricity Distribution System (G10/94)
- Conditions for Connection at 38kV
- Connection Arrangement for 38kV Connected Wind Generators, Rev. 1
- Distribution Code
- Grid Code
- General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System

(b) 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.
- Supply Monitor: To monitor and record real-time data associated with power flows, power quality and event status, ESB will install a power supply monitor at the facility. 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). Eircom specification 'TS04.1' details the line isolation equipment and procedures required.

(c) SCADA Requirements:

Both ESB Networks and ESB National Grid may have SCADA requirements. For more detailed information, please see Appendix 1 of this Quotation Letter.

## 15.0 Distribution Loss Adjustment Factors

The distribution loss adjustment factors that are applicable to your site based on the connection method detailed in Clause 4.0 above are:

| <b>Day-time</b> | <b>Night-time</b> |
|-----------------|-------------------|
| <b>1.2000</b>   | <b>0.9000</b>     |

Modified loss adjustment factors will be issued in the event of situations such as the following arising:

- Expansion in generation capacity at this site (assuming this is feasible)
- Another generator opting to share all or part of the connection

If you have any queries in relation to the details of the connection, please contact ESB Networks (for contact details see below). Payment should be made by PO/Draft/Cheque only, payable to "ESB Networks". On receipt of your acceptance (signed agreement and payment of capital contribution) the necessary works will be authorised and passed to the relevant ESB Networks Construction Supervisor. Should you wish to discuss the work program, they can arrange to meet you or your representative on site. For contact details see below.

Please return all documents, specified in clause 3.0 above, to ESB Networks, PO Box 29, Garrycastle, Athlone, Co. Westmeath. ESB Networks can be contacted by telephone at (lo-call) 1850-372-757.

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

We look forward to hearing from you.

Yours faithfully,

---

**For ESB: MICHAEL MULLEN**

**Contact Phone Number: (01) 6042897**

Enclosures:

Connection Agreement  
General Conditions relating to Connection  
Ducting Layout  
Payment Request

## APPENDIX 1 - CONNECTION CHARGES BREAKDOWN

| ITEM                                 | AMOUNT(Euros) |
|--------------------------------------|---------------|
| 110kV/38kV substation work           | *****         |
| circa ***kms of 38kV Overhead Line   | *****         |
| 38kV Metering                        | *****         |
| Power Quality Recorder               | *****         |
| SCADA (transducers at ***** Station) | *****         |
| SUBTOTAL                             | *****         |
| plus VAT @ 13.5%                     | *****         |
| less payments already received       | *****         |
| TOTAL                                | *****         |

## APPENDIX 2 - SCADA REQUIREMENTS

ESB National Grid have specific requirements regarding the SCADA monitoring required at a wind farm site and (if applicable) to facilitate this the necessary SCADA equipment detailed below must be installed. The cost of fulfilling these National Grid SCADA requirements will be met directly by ESB National Grid.

ESB National Grid SCADA requirements for Wind Generation

A. Site < 5MW

The following position indications and measurands will be required to be sent to DCC for transmission to NCC.

Circuit breaker indication showing that wind farm is connected to system (if available).

Generator: MW, MVA<sub>r</sub>

B. Site ≥ 5MW

The following position indications and measurands will be required to be sent to NG RTU for transmission to NCC.

38kV Busbar:

38kV line cubicles: if available)

38kV circuit breaker

38kV line disconnect

MW, MVA<sub>r</sub>, kV

Generator cubicle:

Generator circuit breaker

Generator transformer disconnect

MW, MVA<sub>r</sub>, kV

Wind Speed (at hub height) \*

Wind Direction (at hub height) \*

Air temperature \*

Air pressure \*

(\* from windfarm site)

Status indication/availability for each turbine (on/off)

10/20kV switch positions associated with each wind farm.

The purpose of the above is to provide NG with an indication of the available power from the wind farms.

2. RTU Configuration. (For NG requirements)

Time synchronisation from NCC or local time standard?

Local

Number of single bit alarms and/or indications

2 per turbine

Number of two bit indications (e.g. switchgear open/close indications)

= ,

2 per bay (DL, CB) (HV, LV) 4

Total 4

Number of analog inputs

10 approx

Number of analog outputs

None

Number of counter values

None

Number of command control outputs (e.g. trip/close, reset, raise/lower, etc.)

0

Number of set-point outputs (analog and digital, with strobe/enable)

0

3. RTU Mode of Connection to NCC.

Point to Point or Party Line?

Point to Point

Number of Paths required to NCC

1

Number of Paths required to ECC

1

V24/V28 (FND 19.10) RS 232

4. Is remote control required?

No

5. NG must be consulted on the wind speed settings for start-up and shutdown of the turbines (with a view to staggering start-up and shutdowns of the turbines).

# **Standard Connection Agreement\***

**General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System also apply.**

NRRPRICETEST\_NC50\_3

BRIDGE STREET, WATERFORD

**Connection Agreement Number: 6000824572**

**Customer Copy**

Please retain this for future reference.

**\*Applying to:**

- **Customer Connections at Low and Medium Voltage of Capacities 100 kVA and greater (Classes A2, A3, A4)**
- **Embedded Generating Plant of Capacity Less than 2 MW. (Classes A3,A4,A5,B2,B3 and B4)**
- **Customer Connections at High Voltage (Class B1) – existing connection and no increase in capacity**

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**This Agreement is made**

**BETWEEN**

(1) **ELECTRICITY SUPPLY BOARD**, having its principal offices at 27 Lower Fitzwilliam Street, Dublin 2 (hereinafter called the "Company"); and

(2) **NRRPRICETEST\_NC50\_3** whose registered office is at **WESTON TERRACE, DUBLIN 14** (hereinafter called the "Customer")

**WHEREAS**

The Customer has applied to the Company for and the Company has agreed to the connection of the Facility to the Distribution System (via the Company's Connection Equipment) at the Connection Point, subject to the terms and conditions of this Agreement.

**IT IS HEREBY AGREED as follows**

**1.0 CONDITIONS APPLICABLE**

- 1.1 This Agreement incorporates and includes all of the Schedules and Appendices hereto and the Company's General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System (hereinafter referred to as the "General Conditions"). Defined terms used in this Agreement shall have the meanings given to these terms in the General Conditions.

**2.0 AGREEMENT TO CONNECT**

- 2.1 Subject to the terms and conditions of this Agreement the Company agrees to the Facility being connected and remaining connected to the Distribution System at the Connection Point and the Company's Connection Equipment and the Customer's Equipment remaining Energised from the Operational Date of the Facility for the duration of the Agreement. Site specific details of the Customer's connection are set out in Schedule 1.
- 2.2 This Agreement (other than this Clause 2.0) is in all respects conditional upon and subject to the conditions set out in Schedule 4, Section 1. Conditions precedent to operation are set out in Schedule 4, Section 2.
- 2.3 When the conditions specified in **Clause 2.2** have been met or waived by the Company (acting reasonably), the Company shall immediately notify the Customer. If at any time after connection there ceases to be in effect a Supply Agreement, the Company may terminate this Agreement by notice in writing to the Customer. The Customer shall immediately pay to the Company the amount calculated in accordance with **Clause 14.0** of the General Conditions and the Company shall have no liability to the Customer arising from such termination.

**3.0 REPRESENTATIONS**

- 3.1 Both Parties represent and warrant to the other on an ongoing basis throughout the Term that they have full power and authority to enter into and perform this Agreement and the execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which that Party is a party or any judgement, order, statute, or regulation which is applicable to that Party.

#### 4.0 CONNECTION WORKS

*[Only applicable if new connection or extension]*

- 4.1 Each Party shall carry out their respective Connection Works in accordance with this **Clause 4.0**, Schedule 2, the Quotation Letter and the Construction Programme. For the avoidance of doubt, the Customer's Connection Works shall include the building of the Terminal Sub-Station (if any).
- 4.2 The civil works specification, the electrical specification and the building services specification for the Terminal Sub-Station (if any) will generally be as set out in the relevant document listed in the annexe "Supplementary Publications" of the Distribution Code. Any site-specific requirements are as set out in the Quotation Letter.
- 4.3 Each Party shall, immediately following satisfaction of the conditions precedent to the Agreement set out in Schedule 4, use its reasonable endeavours to obtain (and maintain) all such Consents as shall be necessary to enable their respective Connection Works to be completed. Any costs or reasonable expenses incurred by the Company in obtaining such Consents or meeting any conditions attached to such Consents shall be for the account of the Customer. The Company will use its reasonable endeavours to keep the Customer informed where these charges arise.
- 4.4 Throughout the progress of the Works, each Party shall use all reasonable endeavours to advise the other Party of any significant change in the projected Operational Date. The Parties will maintain contact as necessary in order to agree the date on which the Terminal Sub-Station shall be available for equipping by the Company.
- 4.5 The Customer acknowledges that the Company has quoted the costs of the Company's Connection Works to the Customer based on the assumptions listed in the Quotation Letter (the "Assumptions").
  - 4.5.1 If at any time prior to completion of the Connection Works, the Company reasonably determines that any Assumption has not been, or is unlikely to be, met (for any reason) then without prejudice to the rights under Clause 4.3:
    - 4.5.1.1 the Parties shall meet as soon as reasonably practicable to discuss alternative options available and the costs and expenses thereof; and
    - 4.5.1.2 the Company shall prepare and submit to the Customer a revised Quotation Letter containing an alternative proposal which, it is reasonably anticipated, will enable the Assumptions to be met and/or the required Consents to be obtained but which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term financial or technical implications for the Company.
  - 4.5.2 If the Customer notifies the Company within twenty (20) Business Days of receiving the Company's proposal that it is agreeable to the proposal then the Quotation Letter shall be deemed to be replaced with the revised Quotation Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Quotation Letter and the provisions of this Clause 4.0 shall apply mutatis mutandis to such alternative proposal.
- 4.6 If any Consent required is not obtained by the date specified in Schedule 2 as the Consents Termination Date, either Party may terminate the Agreement by written notice to the other Party. Neither Party shall have any liability to the other arising from such termination, except where the Party is in breach of any of its obligations under **Clause 4.3** and subject in any event to the limitation of liability provisions.

- 4.7 The Customer agrees to grant to the Company at the Company's request, for a nominal amount of €1 a freehold interest, or if the Customer does not own the freehold, a leasehold interest for a period of not less than 100 years in the Terminal Sub-Station, such conveyance to include a specific right of way for all purposes from an adequate public road to the Terminal Sub-Station and to be completed by a date agreed with the Company.
- 4.8 All of the Company's Connection Equipment provided (or which the Company procures the provision of) under the Agreement shall be the property of the Company. The Customer hereby acknowledges that the Company's Connection Equipment and the Terminal Sub-Station shall form part of the Distribution System and may be used, without cost to the Customer, as part of the connection arrangements to other persons who are, or wish to become, the Company's customers. Should there be a reduction in connection charges to a new customer as a result, a refund to the Customer may apply under the Company's refund policy.

## **5.0 COMMISSIONING**

- 5.1 Commissioning Tests are set out in the applicable document listed in the Annexe of Supplementary Publications to the Distribution Code. For Connections at Low Voltage, commissioning tests are those tests required by ETCI prior to completing a wiring certificate.
- 5.2 The Customer shall provide the Company with a wiring certificate or, in the case of Medium Voltage and High Voltage connections, a Declaration of Fitness as provided under the Distribution Code, when the Commissioning Tests have been properly and satisfactorily completed.
- 5.3 The Company shall notify the Customer of the Operational Date as soon as practicable following receipt of the Declaration of Fitness and in any event within five (5) Business Days.
- 5.4 The Customer shall not at any time prior to the Operational Date operate the Facility so as to allow the passage of electricity through the Connection Point except for the purposes of carrying out the Commissioning Tests.

## **6.0 SECURITY**

- 6.1 Where in the Company's reasonable opinion, a connection asset has a limited life and a low likelihood of re-use leading to a potential requirement for decommissioning and reinstatement, a Charges Bond will be required as security for the payment of the Decommissioning and Reinstatement Charges. The bond required (if any) is specified in Schedule 1 and the Quotation Letter and shall be subject to the provisions of **Clause 7.0** of the General Conditions.

## **7.0 PROTECTION**

- 7.1 For connections at Low Voltage, the protection requirements are as set out in the National Rules for Electrical Installations set by the ETCI, from time to time. For connections at Medium Voltage and High Voltage, the responsibilities of each Party and the procedures to be followed for protection are set out in the Distribution Connection Conditions in the Distribution Code.

- 7.2 The site-specific settings are as set out in Schedule 1. The Customer shall ensure that the Customer's control and protection equipment complies with and continues throughout the Term to comply with these settings.
- 7.3 Any change in settings requested by the Customer shall be the subject of a modification to the Agreement and must be agreed in writing in advance. Subject to Good Industry Practice, the Company will not unreasonably withhold its agreement to such a modification

## **8.0 DE-ENERGISATION**

- 8.1 The Company may De-Energise in accordance with **Clause 8.0** of the General Conditions.

## **9.0 INSURANCES**

- 9.1 Where connection works are required, the Customers shall effect and maintain until the Operational Date, Public Liability Insurance with a minimum indemnity limit of €1,270,000 (one million, two hundred and seventy thousand euro). The Customer shall take out and maintain throughout the term Employers Liability Insurance, where appropriate, with a minimum indemnity limit of €12,000,000 (twelve million euro). Insurance cover effected pursuant to this **Clause 9.1** shall include the jurisdiction of Ireland and an indemnity to the Company.
- 9.2 In addition to obligation under **Clause 9.1** both Parties shall maintain their insurance cover at levels appropriate to Good Industry Practice and in compliance with all applicable laws throughout the Term.

## **10.0 ENTIRE AGREEMENT**

- 10.1 This Agreement (together with all documents referred to herein including without limitation the Distribution Code) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in this Agreement.

## **11.0 GOVERNING LAW**

- 11.1 The Agreement shall be interpreted, construed and governed by the laws of Ireland and both parties hereby submit to the exclusive jurisdiction of the Irish courts.

## **12.0 ELECTRICITY SUPPLY ACCOUNT**

This Connection Agreement is for a Connection to the Electricity Distribution System only. You will also need to apply for an Electricity Supply Account. For more information and a full list of Electricity Suppliers please visit [www.electricitycustomers.cer.ie](http://www.electricitycustomers.cer.ie)  
A list can also be found at [www.esb.ie/esbnetworks/mrso/licensed\\_elec\\_suppliers.jsp](http://www.esb.ie/esbnetworks/mrso/licensed_elec_suppliers.jsp).

**IN WITNESS WHEREOF** the hands of the duly authorised representatives of the Parties hereto on the date first above written.

**ELECTRICITY SUPPLY BOARD**

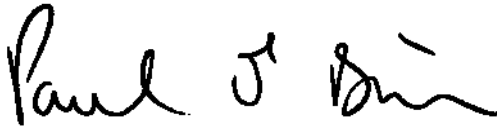
By:



\_\_\_\_\_  
**GERRY HALLIGAN**

Manager Commercial & Customer, ESB Networks.

In the Presence of:



\_\_\_\_\_  
**PAUL O' BRIEN**

Date: 23.08.2006

**NRRPRICETEST\_NC50\_3**

By: \_\_\_\_\_

Block Capitals:

Position Held:

In the presence of: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1: SITE SPECIFIC DETAILS****1. Customer Details:**

Customer Name: NRRPRICETEST\_NC50\_3  
 Facility Name: BRIDGE STREET  
 WATERFORD  
 Contact Name/Authorised Operator:  
 Contact Phone No:

**2. Connection Agreement Number:**

6000824572

**3. Meter Point Details:**

Meter Point Reference Number: 10 302 714 808  
 Metering Configuration Code: MCC11  
 DUoS Group: DG5B

**4. Connection Details:**

Maximum Import Capacity(kVA): 25  
 Maximum Export Capacity(kVA): 900

**Characteristics of Connection:**

Phase Rotation: TRS  
 No. of Phases: 3  
 Connection Voltage(V): LV  
 Frequency(Hz): 50Hz  
 Minimum Equipment Short Circuit Rating(kA)<sup>+</sup>: 37.0  
 Normal Short Circuit Level(MVA)#: 12  
 (at Connection Point)

**Special Requirements:**

None

**5. Protection Settings:**

To be advised.

**6. Terminal Sub-Station – Interest Required:****7. Charges Bond:**

€5675.00

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<sup>+</sup>Refer to Clause 2.5 of Conditions Governing Connection to the Distribution System

<sup>#</sup>This is the current Short Circuit Level calculated under normal feeding arrangements.

## **SCHEDULE 2: CONNECTION WORKS**

*[Only applicable if new connection or extension]*

**Terminal Sub-Station Building Completion Date(TSBCD):** See Clause 8 of the quotation letter.

**Works Completion Period:** See Clause 12.8 of the quotation letter.

**Consents Termination Date:** See Clause 12.7 of the quotation letter.

### **COMPANY CONNECTION WORKS:**

See Clause 4 of the quotation letter.

### **MAIN CONSENTS REQUIRED:**

See Clause 12.7 of the quotation letter.

### **CUSTOMER CONNECTION WORKS:**

See Clause 9 of the quotation letter.

### SCHEDULE 3: ADDRESS FOR SERVICES OF NOTICES

1. **The Company's Details:**

**Electricity Supply Board**  
**27 Lower Fitzwilliam Street**  
**Dublin 2**

- (a) For the attention of the Company Secretary  
with a copy to \_\_\_\_\_
- (b) For the attention of the Distribution System Operator

2. **The Customer's Details:**

**NRRPRICESTEST\_NC50\_3**  
**WESTON TERRACE, DUBLIN 14**

- (a) For the attention of \_\_\_\_\_
- (b) For the attention of \_\_\_\_\_

## SCHEDULE 4: CONDITIONS PRECEDENT

### 1. Company's Conditions Precedent to Agreement:

Notwithstanding anything in this Agreement to the contrary, this Agreement (other than Clause 2.0) is in all respects conditional upon and subject to the Company being satisfied that:

- 1.1 any Charges (and other monies, due to be paid by the Customer on execution of the Agreement) have been paid;
- 1.2 a map (if required by the Company) has been provided showing the Terminal Sub-Station, including a specific right of way from the public road to the Terminal Sub-Station, the Facility and the Customer's Premises;
- 1.3 Charges Bond (if required by the Company as at the date of the Agreement) has been granted in accordance with the requirements Clause 6.0;
- 1.4 the necessary forms have been returned for transfer of the Terminal Sub-Station (if required) to the Company;
- 1.5 the Customer has complied with the pre-conditions for acceptance of the Company's offer of terms identified in the Quotation Letter.

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.

### 2. Conditions Precedent to Operation:

Notwithstanding anything in this Agreement to the contrary, and without limiting any other obligations of the Customer, the Customer shall not have the right under this Agreement to require that the Company maintain the import and export capacity specified in this Agreement until the Company is satisfied (acting reasonably) that:

- 2.1 **Agreements:** the Consents have been obtained and the Customer has entered into a Supply Agreement (as confirmed by the Meter Registration Service).
- 2.2 **Quotation Letter:** the Customer has complied with its obligations as set out in the Quotation Letter
- 2.3 **Distribution Code:** For Connections at MV, the Customer has complied with those of its obligations under the Distribution Code, which must be met prior to implementation of the Commissioning Instructions; and
- 2.4 **Commissioning Tests etc.:** the conditions specified in Clause 5.0 of this Agreement have been met.

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.

# **Standard Connection Agreement\***

**General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System also apply.**

NRRPRICETEST\_NC50\_3

BRIDGE STREET, WATERFORD

**Connection Agreement Number: 6000824572**

## **Return Copy - Important**

This must be signed and returned with full payment.

**\*Applying to:**

- **Customer Connections at Low and Medium Voltage of Capacities 100 kVA and greater (Classes A2, A3, A4)**
- **Embedded Generating Plant of Capacity Less than 2 MW. (Classes A3,A4,A5,B2,B3 and B4)**
- **Customer Connections at High Voltage (Class B1) – existing connection and no increase in capacity**

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**This Agreement is made**

**BETWEEN**

(1) **ELECTRICITY SUPPLY BOARD**, having its principal offices at 27 Lower Fitzwilliam Street, Dublin 2 (hereinafter called the "Company"); and

(2) **NRRPRICETEST\_NC50\_3** whose registered office is at **WESTON TERRACE, DUBLIN 14** (hereinafter called the "Customer")

**WHEREAS**

The Customer has applied to the Company for and the Company has agreed to the connection of the Facility to the Distribution System (via the Company's Connection Equipment) at the Connection Point, subject to the terms and conditions of this Agreement.

**IT IS HEREBY AGREED as follows**

**1.0 CONDITIONS APPLICABLE**

1.1 This Agreement incorporates and includes all of the Schedules and Appendices hereto and the Company's General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System (hereinafter referred to as the "General Conditions"). Defined terms used in this Agreement shall have the meanings given to these terms in the General Conditions.

**2.0 AGREEMENT TO CONNECT**

2.1 Subject to the terms and conditions of this Agreement the Company agrees to the Facility being connected and remaining connected to the Distribution System at the Connection Point and the Company's Connection Equipment and the Customer's Equipment remaining Energised from the Operational Date of the Facility for the duration of the Agreement. Site specific details of the Customer's connection are set out in Schedule 1.

2.2 This Agreement (other than this Clause 2.0) is in all respects conditional upon and subject to the conditions set out in Schedule 4, Section 1. Conditions precedent to operation are set out in Schedule 4, Section 2.

2.3 When the conditions specified in **Clause 2.2** have been met or waived by the Company (acting reasonably), the Company shall immediately notify the Customer. If at any time after connection there ceases to be in effect a Supply Agreement, the Company may terminate this Agreement by notice in writing to the Customer. The Customer shall immediately pay to the Company the amount calculated in accordance with **Clause 14.0** of the General Conditions and the Company shall have no liability to the Customer arising from such termination.

**3.0 REPRESENTATIONS**

3.1 Both Parties represent and warrant to the other on an ongoing basis throughout the Term that they have full power and authority to enter into and perform this Agreement and the execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which that Party is a party or any judgement, order, statute, or regulation which is applicable to that Party.

#### 4.0 CONNECTION WORKS

*[Only applicable if new connection or extension]*

- 4.1 Each Party shall carry out their respective Connection Works in accordance with this **Clause 4.0**, Schedule 2, the Quotation Letter and the Construction Programme. For the avoidance of doubt, the Customer's Connection Works shall include the building of the Terminal Sub-Station (if any).
- 4.2 The civil works specification, the electrical specification and the building services specification for the Terminal Sub-Station (if any) will generally be as set out in the relevant document listed in the annexe "Supplementary Publications" of the Distribution Code. Any site-specific requirements are as set out in the Quotation Letter.
- 4.3 Each Party shall, immediately following satisfaction of the conditions precedent to the Agreement set out in Schedule 4, use its reasonable endeavours to obtain (and maintain) all such Consents as shall be necessary to enable their respective Connection Works to be completed. Any costs or reasonable expenses incurred by the Company in obtaining such Consents or meeting any conditions attached to such Consents shall be for the account of the Customer. The Company will use its reasonable endeavours to keep the Customer informed where these charges arise.
- 4.4 Throughout the progress of the Works, each Party shall use all reasonable endeavours to advise the other Party of any significant change in the projected Operational Date. The Parties will maintain contact as necessary in order to agree the date on which the Terminal Sub-Station shall be available for equipping by the Company.
- 4.5 The Customer acknowledges that the Company has quoted the costs of the Company's Connection Works to the Customer based on the assumptions listed in the Quotation Letter (the "Assumptions").
  - 4.5.1 If at any time prior to completion of the Connection Works, the Company reasonably determines that any Assumption has not been, or is unlikely to be, met (for any reason) then without prejudice to the rights under Clause 4.3:
    - 4.5.1.1 the Parties shall meet as soon as reasonably practicable to discuss alternative options available and the costs and expenses thereof; and
    - 4.5.1.2 the Company shall prepare and submit to the Customer a revised Quotation Letter containing an alternative proposal which, it is reasonably anticipated, will enable the Assumptions to be met and/or the required Consents to be obtained but which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term financial or technical implications for the Company.
  - 4.5.2 If the Customer notifies the Company within twenty (20) Business Days of receiving the Company's proposal that it is agreeable to the proposal then the Quotation Letter shall be deemed to be replaced with the revised Quotation Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Quotation Letter and the provisions of this Clause 4.0 shall apply mutatis mutandis to such alternative proposal.
- 4.6 If any Consent required is not obtained by the date specified in Schedule 2 as the Consents Termination Date, either Party may terminate the Agreement by written notice to the other Party. Neither Party shall have any liability to the other arising from such termination, except where the Party is in breach of any of its obligations under **Clause 4.3** and subject in any event to the limitation of liability provisions.

- 4.7 The Customer agrees to grant to the Company at the Company's request, for a nominal amount of €1 a freehold interest, or if the Customer does not own the freehold, a leasehold interest for a period of not less than 100 years in the Terminal Sub-Station, such conveyance to include a specific right of way for all purposes from an adequate public road to the Terminal Sub-Station and to be completed by a date agreed with the Company.
- 4.8 All of the Company's Connection Equipment provided (or which the Company procures the provision of) under the Agreement shall be the property of the Company. The Customer hereby acknowledges that the Company's Connection Equipment and the Terminal Sub-Station shall form part of the Distribution System and may be used, without cost to the Customer, as part of the connection arrangements to other persons who are, or wish to become, the Company's customers. Should there be a reduction in connection charges to a new customer as a result, a refund to the Customer may apply under the Company's refund policy.

## **5.0 COMMISSIONING**

- 5.1 Commissioning Tests are set out in the applicable document listed in the Annexe of Supplementary Publications to the Distribution Code. For Connections at Low Voltage, commissioning tests are those tests required by ETCI prior to completing a wiring certificate.
- 5.2 The Customer shall provide the Company with a wiring certificate or, in the case of Medium Voltage and High Voltage connections, a Declaration of Fitness as provided under the Distribution Code, when the Commissioning Tests have been properly and satisfactorily completed.
- 5.3 The Company shall notify the Customer of the Operational Date as soon as practicable following receipt of the Declaration of Fitness and in any event within five (5) Business Days.
- 5.4 The Customer shall not at any time prior to the Operational Date operate the Facility so as to allow the passage of electricity through the Connection Point except for the purposes of carrying out the Commissioning Tests.

## **6.0 SECURITY**

- 6.1 Where in the Company's reasonable opinion, a connection asset has a limited life and a low likelihood of re-use leading to a potential requirement for decommissioning and reinstatement, a Charges Bond will be required as security for the payment of the Decommissioning and Reinstatement Charges. The bond required (if any) is specified in Schedule 1 and the Quotation Letter and shall be subject to the provisions of **Clause 7.0** of the General Conditions.

## **7.0 PROTECTION**

- 7.1 For connections at Low Voltage, the protection requirements are as set out in the National Rules for Electrical Installations set by the ETCI, from time to time. For connections at Medium Voltage and High Voltage, the responsibilities of each Party and the procedures to be followed for protection are set out in the Distribution Connection Conditions in the Distribution Code.

- 7.2 The site-specific settings are as set out in Schedule 1. The Customer shall ensure that the Customer's control and protection equipment complies with and continues throughout the Term to comply with these settings.
- 7.3 Any change in settings requested by the Customer shall be the subject of a modification to the Agreement and must be agreed in writing in advance. Subject to Good Industry Practice, the Company will not unreasonably withhold its agreement to such a modification

## **8.0 DE-ENERGISATION**

- 8.1 The Company may De-Energise in accordance with **Clause 8.0** of the General Conditions.

## **9.0 INSURANCES**

- 9.1 Where connection works are required, the Customers shall effect and maintain until the Operational Date, Public Liability Insurance with a minimum indemnity limit of €1,270,000 (one million, two hundred and seventy thousand euro). The Customer shall take out and maintain throughout the term Employers Liability Insurance, where appropriate, with a minimum indemnity limit of €12,000,000 (twelve million euro). Insurance cover effected pursuant to this **Clause 9.1** shall include the jurisdiction of Ireland and an indemnity to the Company.
- 9.2 In addition to obligation under **Clause 9.1** both Parties shall maintain their insurance cover at levels appropriate to Good Industry Practice and in compliance with all applicable laws throughout the Term.

## **10.0 ENTIRE AGREEMENT**

- 10.1 This Agreement (together with all documents referred to herein including without limitation the Distribution Code) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in this Agreement.

## **11.0 GOVERNING LAW**

- 11.1 The Agreement shall be interpreted, construed and governed by the laws of Ireland and both parties hereby submit to the exclusive jurisdiction of the Irish courts.

## **12.0 ELECTRICITY SUPPLY ACCOUNT**

This Connection Agreement is for a Connection to the Electricity Distribution System only. You will also need to apply for an Electricity Supply Account. For more information and a full list of Electricity Suppliers please visit [www.electricitycustomers.cer.ie](http://www.electricitycustomers.cer.ie)  
A list can also be found at [www.esb.ie/esbnetworks/mrso/licensed\\_elec\\_suppliers.jsp](http://www.esb.ie/esbnetworks/mrso/licensed_elec_suppliers.jsp).

**IN WITNESS WHEREOF** the hands of the duly authorised representatives of the Parties hereto on the date first above written.

**ELECTRICITY SUPPLY BOARD**

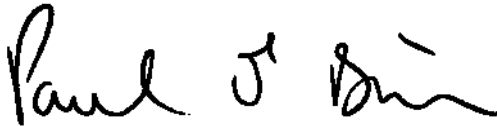
By:



\_\_\_\_\_  
**GERRY HALLIGAN**

Manager Commercial & Customer, ESB Networks.

In the Presence of:



\_\_\_\_\_  
**PAUL O' BRIEN**

Date: 23.08.2006

**NRRPRICETEST\_NC50\_3**

By: \_\_\_\_\_

Block Capitals:

Position Held:

In the presence of: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1: SITE SPECIFIC DETAILS****1. Customer Details:**

Customer Name: NRRPRICETEST\_NC50\_3  
 Facility Name: BRIDGE STREET  
 WATERFORD  
 Contact Name/Authorised Operator:  
 Contact Phone No:

**2. Connection Agreement Number:**

6000824572

**3. Meter Point Details:**

Meter Point Reference Number: 10 302 714 808  
 Metering Configuration Code: MCC11  
 DUoS Group: DG5B

**4. Connection Details:**

Maximum Import Capacity(kVA): 25  
 Maximum Export Capacity(kVA): 900

**Characteristics of Connection:**

Phase Rotation: TRS  
 No. of Phases: 3  
 Connection Voltage(V): LV  
 Frequency(Hz): 50Hz  
 Minimum Equipment Short Circuit Rating(kA)<sup>+</sup>: 37.0  
 Normal Short Circuit Level(MVA)#: 12  
 (at Connection Point)

**Special Requirements:**

None

**5. Protection Settings:**

To be advised.

**6. Terminal Sub-Station – Interest Required:****7. Charges Bond:**

€5675.00

---

<sup>+</sup>Refer to Clause 2.5 of Conditions Governing Connection to the Distribution System

<sup>#</sup>This is the current Short Circuit Level calculated under normal feeding arrangements.

## **SCHEDULE 2: CONNECTION WORKS**

*[Only applicable if new connection or extension]*

**Terminal Sub-Station Building Completion Date(TSBCD):** See Clause 8 of the quotation letter.

**Works Completion Period:** See Clause 12.8 of the quotation letter.

**Consents Termination Date:** See Clause 12.7 of the quotation letter.

### **COMPANY CONNECTION WORKS:**

See Clause 4 of the quotation letter.

### **MAIN CONSENTS REQUIRED:**

See Clause 12.7 of the quotation letter.

### **CUSTOMER CONNECTION WORKS:**

See Clause 9 of the quotation letter.

### SCHEDULE 3: ADDRESS FOR SERVICES OF NOTICES

1. **The Company's Details:**

**Electricity Supply Board**  
**27 Lower Fitzwilliam Street**  
**Dublin 2**

- (a) For the attention of the Company Secretary  
with a copy to \_\_\_\_\_
- (b) For the attention of the Distribution System Operator

2. **The Customer's Details:**

**NRRPRICESTEST\_NC50\_3**  
**WESTON TERRACE, DUBLIN 14**

- (a) For the attention of \_\_\_\_\_
- (b) For the attention of \_\_\_\_\_

## SCHEDULE 4: CONDITIONS PRECEDENT

### 1. Company's Conditions Precedent to Agreement:

Notwithstanding anything in this Agreement to the contrary, this Agreement (other than Clause 2.0) is in all respects conditional upon and subject to the Company being satisfied that:

- 1.1 any Charges and other monies, due to be paid by the Customer on execution of the Agreement have been paid;
- 1.2 a map (if required by the Company) has been provided showing the Terminal Sub-Station, including a specific right of way from the public road to the Terminal Sub-Station, the Facility and the Customer's Premises;
- 1.3 Charges Bond (if required by the Company as at the date of the Agreement) has been granted in accordance with the requirements Clause 6.0;
- 1.4 the necessary forms have been returned for transfer of the Terminal Sub-Station (if required) to the Company;
- 1.5 the Customer has complied with the pre-conditions for acceptance of the Company's offer of terms identified in the Quotation Letter.

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.

### 2. Conditions Precedent to Operation:

Notwithstanding anything in this Agreement to the contrary, and without limiting any other obligations of the Customer, the Customer shall not have the right under this Agreement to require that the Company maintain the import and export capacity specified in this Agreement until the Company is satisfied (acting reasonably) that:

- 2.1 **Agreements:** the Consents have been obtained and the Customer has entered into a Supply Agreement (as confirmed by the Meter Registration Service).
- 2.2 **Quotation Letter:** the Customer has complied with its obligations as set out in the Quotation Letter
- 2.3 **Distribution Code:** For Connections at MV, the Customer has complied with those of its obligations under the Distribution Code, which must be met prior to implementation of the Commissioning Instructions; and
- 2.4 **Commissioning Tests etc.:** the conditions specified in Clause 5.0 of this Agreement have been met.

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.

# **Standard Connection Agreement\***

**General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System also apply.**

NRRPRICETEST\_NC50\_3

BRIDGE STREET, WATERFORD

**Connection Agreement Number: 6000824572**

**Customer Copy**

Please retain this for future reference.

**\*Applying to:**

- **Customer Connections at Low and Medium Voltage of Capacities 100 kVA and greater (Classes A2, A3, A4)**
- **Embedded Generating Plant of Capacity Less than 2 MW. (Classes A3,A4,A5,B2,B3 and B4)**
- **Customer Connections at High Voltage (Class B1) – existing connection and no increase in capacity**

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**This Agreement is made**

**BETWEEN**

(1) **ELECTRICITY SUPPLY BOARD**, having its principal offices at 27 Lower Fitzwilliam Street, Dublin 2 (hereinafter called the "Company"); and

(2) **NRRPRICETEST\_NC50\_3** whose registered office is at **WESTON TERRACE, DUBLIN 14** (hereinafter called the "Customer")

**WHEREAS**

The Customer has applied to the Company for and the Company has agreed to the connection of the Facility to the Distribution System (via the Company's Connection Equipment) at the Connection Point, subject to the terms and conditions of this Agreement.

**IT IS HEREBY AGREED as follows**

**1.0 CONDITIONS APPLICABLE**

- 1.1 This Agreement incorporates and includes all of the Schedules and Appendices hereto and the Company's General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System (hereinafter referred to as the "General Conditions"). Defined terms used in this Agreement shall have the meanings given to these terms in the General Conditions.

**2.0 AGREEMENT TO CONNECT**

- 2.1 Subject to the terms and conditions of this Agreement the Company agrees to the Facility being connected and remaining connected to the Distribution System at the Connection Point and the Company's Connection Equipment and the Customer's Equipment remaining Energised from the Operational Date of the Facility for the duration of the Agreement. Site specific details of the Customer's connection are set out in Schedule 1.
- 2.2 This Agreement (other than this Clause 2.0) is in all respects conditional upon and subject to the conditions set out in Schedule 4, Section 1. Conditions precedent to operation are set out in Schedule 4, Section 2.
- 2.3 When the conditions specified in **Clause 2.2** have been met or waived by the Company (acting reasonably), the Company shall immediately notify the Customer. If at any time after connection there ceases to be in effect a Supply Agreement, the Company may terminate this Agreement by notice in writing to the Customer. The Customer shall immediately pay to the Company the amount calculated in accordance with **Clause 14.0** of the General Conditions and the Company shall have no liability to the Customer arising from such termination.

**3.0 REPRESENTATIONS**

- 3.1 Both Parties represent and warrant to the other on an ongoing basis throughout the Term that they have full power and authority to enter into and perform this Agreement and the execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which that Party is a party or any judgement, order, statute, or regulation which is applicable to that Party.

#### 4.0 CONNECTION WORKS

*[Only applicable if new connection or extension]*

- 4.1 Each Party shall carry out their respective Connection Works in accordance with this **Clause 4.0**, Schedule 2, the Quotation Letter and the Construction Programme. For the avoidance of doubt, the Customer's Connection Works shall include the building of the Terminal Sub-Station (if any).
- 4.2 The civil works specification, the electrical specification and the building services specification for the Terminal Sub-Station (if any) will generally be as set out in the relevant document listed in the annexe "Supplementary Publications" of the Distribution Code. Any site-specific requirements are as set out in the Quotation Letter.
- 4.3 Each Party shall, immediately following satisfaction of the conditions precedent to the Agreement set out in Schedule 4, use its reasonable endeavours to obtain (and maintain) all such Consents as shall be necessary to enable their respective Connection Works to be completed. Any costs or reasonable expenses incurred by the Company in obtaining such Consents or meeting any conditions attached to such Consents shall be for the account of the Customer. The Company will use its reasonable endeavours to keep the Customer informed where these charges arise.
- 4.4 Throughout the progress of the Works, each Party shall use all reasonable endeavours to advise the other Party of any significant change in the projected Operational Date. The Parties will maintain contact as necessary in order to agree the date on which the Terminal Sub-Station shall be available for equipping by the Company.
- 4.5 The Customer acknowledges that the Company has quoted the costs of the Company's Connection Works to the Customer based on the assumptions listed in the Quotation Letter (the "Assumptions").
  - 4.5.1 If at any time prior to completion of the Connection Works, the Company reasonably determines that any Assumption has not been, or is unlikely to be, met (for any reason) then without prejudice to the rights under Clause 4.3:
    - 4.5.1.1 the Parties shall meet as soon as reasonably practicable to discuss alternative options available and the costs and expenses thereof; and
    - 4.5.1.2 the Company shall prepare and submit to the Customer a revised Quotation Letter containing an alternative proposal which, it is reasonably anticipated, will enable the Assumptions to be met and/or the required Consents to be obtained but which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term financial or technical implications for the Company.
  - 4.5.2 If the Customer notifies the Company within twenty (20) Business Days of receiving the Company's proposal that it is agreeable to the proposal then the Quotation Letter shall be deemed to be replaced with the revised Quotation Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Quotation Letter and the provisions of this Clause 4.0 shall apply mutatis mutandis to such alternative proposal.
- 4.6 If any Consent required is not obtained by the date specified in Schedule 2 as the Consents Termination Date, either Party may terminate the Agreement by written notice to the other Party. Neither Party shall have any liability to the other arising from such termination, except where the Party is in breach of any of its obligations under **Clause 4.3** and subject in any event to the limitation of liability provisions.

- 4.7 The Customer agrees to grant to the Company at the Company's request, for a nominal amount of €1 a freehold interest, or if the Customer does not own the freehold, a leasehold interest for a period of not less than 100 years in the Terminal Sub-Station, such conveyance to include a specific right of way for all purposes from an adequate public road to the Terminal Sub-Station and to be completed by a date agreed with the Company.
- 4.8 All of the Company's Connection Equipment provided (or which the Company procures the provision of) under the Agreement shall be the property of the Company. The Customer hereby acknowledges that the Company's Connection Equipment and the Terminal Sub-Station shall form part of the Distribution System and may be used, without cost to the Customer, as part of the connection arrangements to other persons who are, or wish to become, the Company's customers. Should there be a reduction in connection charges to a new customer as a result, a refund to the Customer may apply under the Company's refund policy.

## **5.0 COMMISSIONING**

- 5.1 Commissioning Tests are set out in the applicable document listed in the Annexe of Supplementary Publications to the Distribution Code. For Connections at Low Voltage, commissioning tests are those tests required by ETCI prior to completing a wiring certificate.
- 5.2 The Customer shall provide the Company with a wiring certificate or, in the case of Medium Voltage and High Voltage connections, a Declaration of Fitness as provided under the Distribution Code, when the Commissioning Tests have been properly and satisfactorily completed.
- 5.3 The Company shall notify the Customer of the Operational Date as soon as practicable following receipt of the Declaration of Fitness and in any event within five (5) Business Days.
- 5.4 The Customer shall not at any time prior to the Operational Date operate the Facility so as to allow the passage of electricity through the Connection Point except for the purposes of carrying out the Commissioning Tests.

## **6.0 SECURITY**

- 6.1 Where in the Company's reasonable opinion, a connection asset has a limited life and a low likelihood of re-use leading to a potential requirement for decommissioning and reinstatement, a Charges Bond will be required as security for the payment of the Decommissioning and Reinstatement Charges. The bond required (if any) is specified in Schedule 1 and the Quotation Letter and shall be subject to the provisions of **Clause 7.0** of the General Conditions.

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- 7.1 For connections at Low Voltage, the protection requirements are as set out in the National Rules for Electrical Installations set by the ETCI, from time to time. For connections at Medium Voltage and High Voltage, the responsibilities of each Party and the procedures to be followed for protection are set out in the Distribution Connection Conditions in the Distribution Code.

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## **8.0 DE-ENERGISATION**

- 8.1 The Company may De-Energise in accordance with **Clause 8.0** of the General Conditions.

## **9.0 INSURANCES**

- 9.1 Where connection works are required, the Customers shall effect and maintain until the Operational Date, Public Liability Insurance with a minimum indemnity limit of €1,270,000 (one million, two hundred and seventy thousand euro). The Customer shall take out and maintain throughout the term Employers Liability Insurance, where appropriate, with a minimum indemnity limit of €12,000,000 (twelve million euro). Insurance cover effected pursuant to this **Clause 9.1** shall include the jurisdiction of Ireland and an indemnity to the Company.
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- 10.1 This Agreement (together with all documents referred to herein including without limitation the Distribution Code) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in this Agreement.

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This Connection Agreement is for a Connection to the Electricity Distribution System only. You will also need to apply for an Electricity Supply Account. For more information and a full list of Electricity Suppliers please visit [www.electricitycustomers.cer.ie](http://www.electricitycustomers.cer.ie)  
A list can also be found at [www.esb.ie/esbnetworks/mrso/licensed\\_elec\\_suppliers.jsp](http://www.esb.ie/esbnetworks/mrso/licensed_elec_suppliers.jsp).

**IN WITNESS WHEREOF** the hands of the duly authorised representatives of the Parties hereto on the date first above written.

**ELECTRICITY SUPPLY BOARD**

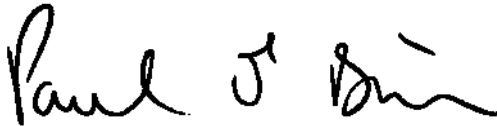
By:



\_\_\_\_\_  
**GERRY HALLIGAN**

Manager Commercial & Customer, ESB Networks.

In the Presence of:



\_\_\_\_\_  
**PAUL O' BRIEN**

Date: 23.08.2006

**NRRPRICETEST\_NC50\_3**

By: \_\_\_\_\_

Block Capitals:

Position Held:

In the presence of: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1: SITE SPECIFIC DETAILS****1. Customer Details:**

Customer Name: NRRPRICETEST\_NC50\_3  
 Facility Name: BRIDGE STREET  
 WATERFORD

Contact Name/Authorised Operator:  
 Contact Phone No:

**2. Connection Agreement Number:**

6000824572

**3. Meter Point Details:**

Meter Point Reference Number: 10 302 714 808  
 Metering Configuration Code: MCC11  
 DUoS Group: DG5B

**4. Connection Details:**

Maximum Import Capacity(kVA): 25  
 Maximum Export Capacity(kVA): 900

**Characteristics of Connection:**

Phase Rotation: TRS  
 No. of Phases: 3  
 Connection Voltage(V): LV  
 Frequency(Hz): 50Hz  
 Minimum Equipment Short Circuit Rating(kA)<sup>+</sup>: 37.0  
 Normal Short Circuit Level(MVA)#: 12  
 (at Connection Point)

**Special Requirements:**

None

**5. Protection Settings:**

To be advised.

**6. Terminal Sub-Station – Interest Required:****7. Charges Bond:**

€5675.00

---

<sup>+</sup>Refer to Clause 2.5 of Conditions Governing Connection to the Distribution System

<sup>#</sup>This is the current Short Circuit Level calculated under normal feeding arrangements.

## **SCHEDULE 2: CONNECTION WORKS**

*[Only applicable if new connection or extension]*

**Terminal Sub-Station Building Completion Date(TSBCD):** See Clause 8 of the quotation letter.

**Works Completion Period:** See Clause 12.8 of the quotation letter.

**Consents Termination Date:** See Clause 12.7 of the quotation letter.

### **COMPANY CONNECTION WORKS:**

See Clause 4 of the quotation letter.

### **MAIN CONSENTS REQUIRED:**

See Clause 12.7 of the quotation letter.

### **CUSTOMER CONNECTION WORKS:**

See Clause 9 of the quotation letter.

### SCHEDULE 3: ADDRESS FOR SERVICES OF NOTICES

1. **The Company's Details:**

**Electricity Supply Board**  
**27 Lower Fitzwilliam Street**  
**Dublin 2**

- (a) For the attention of the Company Secretary  
with a copy to \_\_\_\_\_
- (b) For the attention of the Distribution System Operator

2. **The Customer's Details:**

**NRRPRICESTEST\_NC50\_3**  
**WESTON TERRACE, DUBLIN 14**

- (a) For the attention of \_\_\_\_\_
- (b) For the attention of \_\_\_\_\_

## SCHEDULE 4: CONDITIONS PRECEDENT

### 1. Company's Conditions Precedent to Agreement:

Notwithstanding anything in this Agreement to the contrary, this Agreement (other than Clause 2.0) is in all respects conditional upon and subject to the Company being satisfied that:

- 1.1 any Charges and other monies, due to be paid by the Customer on execution of the Agreement have been paid;
- 1.2 a map (if required by the Company) has been provided showing the Terminal Sub-Station, including a specific right of way from the public road to the Terminal Sub-Station, the Facility and the Customer's Premises;
- 1.3 Charges Bond (if required by the Company as at the date of the Agreement) has been granted in accordance with the requirements Clause 6.0;
- 1.4 the necessary forms have been returned for transfer of the Terminal Sub-Station (if required) to the Company;
- 1.5 the Customer has complied with the pre-conditions for acceptance of the Company's offer of terms identified in the Quotation Letter.

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.

### 2. Conditions Precedent to Operation:

Notwithstanding anything in this Agreement to the contrary, and without limiting any other obligations of the Customer, the Customer shall not have the right under this Agreement to require that the Company maintain the import and export capacity specified in this Agreement until the Company is satisfied (acting reasonably) that:

- 2.1 **Agreements:** the Consents have been obtained and the Customer has entered into a Supply Agreement (as confirmed by the Meter Registration Service).
- 2.2 **Quotation Letter:** the Customer has complied with its obligations as set out in the Quotation Letter
- 2.3 **Distribution Code:** For Connections at MV, the Customer has complied with those of its obligations under the Distribution Code, which must be met prior to implementation of the Commissioning Instructions; and
- 2.4 **Commissioning Tests etc.:** the conditions specified in Clause 5.0 of this Agreement have been met.

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.