

## **Annex 4 – CMP298 WACM2 Legal Text**

*Changes shown in red text*

### **APPENDIX G – Schedule 2**

#### **Scope and Use of Appendix G Schedule 1**

User: [            ]  
Connection Site: [            ] Substation

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In accordance with Clause [ ] of this **Bilateral Connection Agreement** the **User** must comply with the requirements set out below in order to manage the **Relevant Embedded Power Stations** and **Developer Capacity** set out in Schedule 1 to this Appendix G. Appendix G Schedule 1 will only include **Relevant Embedded Power Stations** with a signed **Connection Agreement** with the **User** and is structured as follows;

1. **Appendix G Schedule 1 Part 1** – Contains legacy **Relevant Embedded Power Stations** and all new **Relevant Embedded Power Stations**. Legacy **Relevant Embedded Power Stations** should be listed at the top of Part 1 and, unless otherwise specified in the **Bilateral Connection Agreement**, only pre-existing **Site Specific Technical Conditions** or restrictions shall apply. No new legacy **Relevant Embedded Power Stations** can be retrospectively added to Schedule 1.
2. New **Relevant Embedded Power Stations** should be added to Part 1 in contractual order.
3. Part 1 specifies the **Site Specific Requirements**, any **Interim Restrictions on Availability** as set out in the **Bilateral Connection Agreement** and any associated **Construction Works** against each individual **Relevant Embedded Power Station** listed.
4. For the avoidance of doubt **The Company** will provide details of the **Site Specific Requirements**, **Interim Restrictions on Availability** and applicable **Construction Works** that the **User** must apply to any future **Relevant Embedded Power Station** applications within the **Materiality Trigger** and this will be set out at the bottom of Part 1.
5. Where a **Relevant Embedded Power Station** is subsequently connected the **User** will confirm this by replacing the expected connection date with 'connected' when providing the next Appendix G update. The **User** will provide the expected connection dates for each **Relevant Embedded Power Station** and provide any updates ahead of connection, confirming either the revised date of connection or confirmation that they are now 'connected'. Therefore, all dates populated in this section must be recorded as either a date in the future (in the format DD/MM/YYYY) or as 'connected'.
6. Where a **Relevant Embedded Power Station** triggers **Construction Works** they will be unable to connect until these **Construction Works** have been completed unless indicated in Appendix G Schedule 1 Part 1 in which case any **Interim Restrictions on Availability** will apply. Any such **Interim Restrictions on Availability** will be specified in Appendix [ ] to the **Bilateral Connection Agreement** in which case such **Interim Restrictions on Availability** will be indicated in Appendix G Schedule 1 Part 1.

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7. **Relevant Embedded Power Stations** that disconnect from the **Distribution System** should be removed from Schedule 1 Part 1 by strike through.
8. Where contracted **Relevant Embedded Power Stations** terminate their agreement or reduce **Developer Capacity** before connection the **User** should notify **The Company** within the timescale ([ ] business days) set out in Clause [ ] of the **Construction Agreement** and removed from Appendix G Schedule 1 Part 1 by striking through. For the avoidance of doubt any such termination will attract a **Cancellation Charge** in accordance with **CUSC** Section 15.
9. **Appendix G Schedule 1 Part 2** - Provides the **User** with **Technical Limitations** that must be applied to all **Relevant Embedded Power Stations**. The **User** can propose the addition of new or replacement **Relevant Embedded Power Stations** in Appendix G Schedule 1 Part 1 provided the technical conditions listed are met and that the **Total MWs** Table 1 remains below the **Materiality Trigger**. Any such additions will be formally agreed between **The Company** and the **User** through the administration process (as set out below). Subject always to Paragraph 10.10 of this Schedule 2, **The Company** shall not reduce the **Total MWs** or **Materiality Trigger** figures without first notifying the **User** by initiating an **Interactivity** process. The **User** shall confirm if the potential reduction in **Total MWs** or **Materiality Trigger** impacts upon any **Relevant Embedded Power Stations** to **The Company** within 10 business days. Should the **User**;
  - a. Either not confirm the impact upon **Relevant Embedded Power Stations** or confirms there is no impact upon **Relevant Embedded Power Stations**, the **Total MWs** and/or **Materiality Trigger** shall be reduced.
  - b. Confirm there is an impact upon **Relevant Embedded Power Stations**, the **Interactivity Policy** shall be used and any reduction will be dependent upon the outcome of the process described in the **Interactivity Policy**.

### **Transferable Capacity**

Where requirements at the **Connection Site** exceed the **Total MWs** set by a wider system limitation rather than the capacity at the **Connection Site** it may be possible to transfer **Developer Capacity** by reducing the **Materiality Trigger** from another connection site within the wider system limitation group. In this instance it will be necessary to submit a revised Appendix G Schedule 1 for both impacted connection sites.

### **Connection Asset Reverse Power Limit**

Where it is possible for the **Total MWs** Table 1 in Appendix G Schedule 1 minus the minimum GSP demand (as provided by the **User** to **The Company** in accordance with the **Data Registration Code**) to exceed the **Connection Asset Reverse Power Limit** the **User** will ensure operational facilities are in place to prevent the **Connection Asset Reverse Power Limit** being exceeded. Where this is managed with an **Automatic Network Management** scheme or other suitable control scheme, the requirements of this facility, including any short term overload capacity, will be defined in technical Appendix F3.

### **Fault Level headroom**

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The **User** will ensure that any changes in fault level caused by changes to the **Relevant Embedded Power Stations** as listed in Appendix G Schedule 1 or other changes to the **User's** network remain below the site fault level limit. The fault level headroom is an indication on limitation of fault level on the **Company's** and **Third Party Users'** equipment at or reflected to the **Connection Site**. **The Company** will recalculate the fault level headroom on receipt of technical data following breach of fault level headroom, or when conditions on the **National Electricity Transmission System** occur. **The Company** will indicate the date that the **User** submitted data in Appendix G Schedule 1 Part 2 was used for the fault level headroom assessment, the **User** will ensure that fault level assessments used for updates to Appendix G Schedule 1 are consistent with this submitted data.

### **Generation Technology**

If there is a generator technology type limit on the **Grid Supply Point**, then the **User** will ensure any changes proposed to the Appendix G are consistent with that limit.

### **Reassessment of Limits**

If not otherwise changed, there should be an annual reassessment of limits to avoid the risk of background network changes causing the network to become unsafe or out of standards.

Both **The Company** and the **User** agree to an annual (or as otherwise agreed between the parties) meeting to review the assessment methods to be applied in Appendix G Schedule 1 at the **Connection Site**.

### **Materiality Trigger Process**

Where additional **Developer Capacity** allocated in Part 1 exceeds the **Materiality Trigger**, or for a single **Relevant Embedded Medium Power Station** or a single **Embedded Large Power Station**, **The Company** will need to carry out further studies to assess the impact on the **National Electricity Transmission System**. The **User** must initiate this process within 10 working days of exceeding the **Materiality Trigger** by the submission of agreed updated technical data in the form of a **Modification Application**.

Where the **User** provides a **Modification Application** and the technical data within 10-working days of the **Materiality Trigger** being breached and **The Company** has confirmed the submission (including the agreed updated technical data) to be competent, the **User** may continue to make offers to new **Relevant Embedded Power Stations** based on the existing **Technical Limitations** until further notice by The Company.

On completion of an initial study by **The Company** where the outcome is;

1. Study results show that there is no further impact on the **National Electricity Transmission System (NETS)** and the **Materiality Trigger** can be increased **The Company** will issue a revised Appendix G Schedule 1 with Part 2 updated accordingly. This process would be concluded within 28 calendar days.
2. Where studies show that there is a **Material Effect** on the NETS, **The Company** will provide a technical report within 28 calendar days setting out the impacts on the **NETS** and likely solution, together with a timetable

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indicating the date both a final technical solution and formal **CUSC Modification Offer** will be provided. This process will be completed no longer than 3 months from the completion of the initial study. The parties shall ensure that throughout this process and as a minimum no later than 14 calendar days prior to the release of the **CUSC Modification Offer** they shall discuss the terms and conditions of the **Modification Offer** such that agreement on the content is agreed prior to release of the final **Modification Offer**.

In the case of outcome 2 above on, and from the day **The Company** responds to the **Modification Application** with a formal **CUSC Modification Offer** the **User** must ensure that all further offers made to **Relevant Embedded Power Stations** must be made on the revised terms and conditions as set out in the **Modification Offer**. **The Company** will only accept changes to Appendix G made under the existing contracted terms and conditions for up to [ ] months after the **User** issued their offer to any **Relevant Embedded Power Stations** where these offers were made prior to the date of the **Modification Offer**.

Where additional **Developer Capacity** allocated in Part 1 exceeds the **Materiality Trigger**, or for a single **Relevant Embedded Medium Power Station** and;

- the **User** does not provide competent agreed technical data within the specified timescales, or
- the **User** chooses not to accept the terms of any resultant **Modification Offer**,

then any further offers the **User** makes to new **Relevant Embedded Power Stations** will be subject to an **Evaluation of Transmission Impact**.

### **10. Administration of Appendix G Schedule 1**

1. All fields for new **Relevant Embedded Power Stations** in Part 1 of Schedule 1 must be populated. The column for **Consent** is required in accordance with **CUSC Section 15 User Commitment Methodology**.
2. In accordance with Clause [] of this **Bilateral Connection Agreement** the **User** will provide **The Company** with regular updates to Appendix G Schedule 1, including confirmation if there are no changes. **The Company** requires such updates to be provided on a monthly basis, noting certain changes require notification sooner than 1 month\* or on a regular basis as agreed between **The Company** and the **User** (but no fewer than one per half calendar year in May and November). Updates must include details of **any Relevant Embedded Power Stations** that;
  - a) have disconnected from the **Distribution System** since the last update and
  - b) \*that have terminated their **Connection Agreement** with the **User**, the **CUSC** requirement for terminations is 5 business days.
  - c) the **User** believes the current connection date is expected to be delayed. Advanced notification of the revised connection date is required imperative.
  - d) other recorded information has changed or any that have subsequently energised. Where the **Relevant Embedded Power Station** has energised the connection date will be updated to 'connected'.
  - e) **new Relevant Embedded Power Station** added since the last update.

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- f) \*Where the **Materiality Trigger** is breached there is a requirement to notify **The Company** – please refer to the **Materiality Trigger Process** above.
3. For the purposes of the **Evaluation of Transmission Impact** and unless otherwise indicated by **The Company** under **CUSC 6.5.1(b)**, **Embedded Power Stations** of 1MW and above will be deemed to have an impact on the **National Electricity Transmission System** and must be included in Appendix G Schedule 1.
  4. The submission of each update to Appendix G Schedule 1 from the **User** must clearly identify any changes.
  5. Each update from the **User** should be submitted by email to **The Company** at the following address [transmissionconnections@nationalgrideso.com](mailto:transmissionconnections@nationalgrideso.com)
  6. **The Company** will validate the changes to Appendix G Schedule 1, in accordance with the requirements set out in this Schedule 2 and confirm acceptance or rejection back to the **User** within an agreed timescale\*\*. In accordance with Clause [10.8] of this **Bilateral Connection Agreement** where changes are accepted **The Company** will formally update Appendix G under an agreed version control and return to the **User**. Where rejected **The Company** will contact the **User** to discuss further. For the avoidance of doubt **The Company** will only reject changes to Appendix G Schedule 1 if the changes do not comply with the requirements as set out in this Schedule 2. Monthly changes to Appendix G will be recorded in the register of embedded generation.
  7. \*\* **The Company** will use reasonable endeavours to assess each update within 2 business days of receipt. Should **The Company** not dispute within 5 business days, the changes to Appendix G Schedule 1 shall be deemed to be accepted by **The Company**.
  8. The **Bilateral Connection Agreement** will be deemed to be updated with the latest version of the Appendix G Schedule 1 once **The Company** updates Appendix G Schedule 1 following successful validation. The sole criteria used by **The Company** for successful or unsuccessful validation will be following the requirements of this Schedule 2. For the avoidance of doubt, the requirement for an **Evaluation of Transmission Impact** (as per **CUSC** paragraph 6.5.1(c)) shall not be deemed as met until Appendix G Schedule 1 is updated.
  9. Periodically, **The Company** will reconcile the Appendix G against the changes indicated in Schedule 1 and any changes in the transmission background. If any **Interim Restrictions on Availability** or **Construction Works** are deemed no longer applicable these will be removed and any update to the Securities, together with the invoice for any **Cancellation Charge** in accordance with **CUSC** Section 15 will be provided to the **User**.
  10. Where the **User** breaches in whole or in part the provisions of this Appendix G Schedule 2, the **User** shall, if requested by **The Company**, explain to **The Company's** satisfaction (acting reasonably) the reason for the breach and demonstrate to **The Company's** satisfaction that appropriate steps have been taken (or will be taken) to ensure that such breach will not reoccur. If the **User** does not provide such explanation, or if **The Company** is not satisfied with the explanation provided, **The Company** may give written notice to the

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**User** reducing the **Total MWs** and **Materiality Trigger** of the **Connection Site** to zero and update Appendix G Schedule 1 accordingly if there is;

1. A single breach occurs which risks operation of the **National Electricity Transmission System** or creates a risk to life or property or,
2. Three (3) consecutive material breaches, or
3. Eight (8) breaches within a twelve (12) month period.

This shall apply until such time as the **User** has explained to **The Company's** reasonable satisfaction the reason for the breach and has demonstrated that appropriate steps have been taken to ensure that such breach will not reoccur, at which point Appendix G Schedule 1 shall be unilaterally amended thereafter by **The Company** to reflect the reinstatement of the **Total MWs** and **Materiality Trigger**.

11. If within 3 months of a written notice from **The Company** (reducing the **Total MWs** and **Materiality Trigger** of the **Connection Site** to zero) under paragraph 10.10 above, the **User** has still failed to provide the explanation and/or demonstration required by **The Company** under paragraph 10 then **The Company** may treat such breach as an **Event of Default** for the purposes of Section 5 of the CUSC and following such breach may give notice of termination to the **User** whereupon this **Bilateral Connection Agreement** shall terminate and the provisions of **CUSC** Paragraph 5.4.7 shall apply.