

Annex 4 – CMP298 WACM3 Legal Text

Changes shown in red text

(Only change between Original and WACM3 is Clause 6.5.8.6)

6.5 OBLIGATIONS OF USERS WHO OWN OR OPERATE DISTRIBUTION SYSTEMS

6.5.1

- (a) Any **User** who owns or operates a **Distribution System** shall submit a request to **The Company** for an **Evaluation of Transmission Impact** upon an application for or acceptance of (as agreed between **The Company** and the **User**) a connection to and/or for the use of that **User's Distribution System** from a **Relevant Embedded Power Station**. For the purposes of this section 6.5, **Relevant Embedded Power Station** shall also include a group of **Embedded Power Stations** which collectively would be considered equivalent to a **Relevant Embedded Power Station**.

~~not Energise the connection between a Relevant Embedded Medium Power Station or a Relevant Embedded Small Power Station and its Distribution System nor permit the use of its Distribution System by the same until:~~

~~The Company has confirmed to the User that those works set out in the relevant Construction Agreement have been completed,~~

~~the User has confirmed to The Company that the requirements of the Grid Code which relate to the Power Station and any additional Site Specific Requirements, as set out in the User's Bilateral Agreement have been complied with, and~~

~~the process in Paragraph 6.5.5 has been completed to The Company's reasonable satisfaction.~~

~~Any User who owns or operates a Distribution System shall not Energise the connection between an Embedded Medium Power Station (other than a Relevant Embedded Medium Power Station, where the provisions above shall apply) or an Embedded Small Power Station which is the subject of a Bilateral Agreement and its Distribution System nor permit the use of its Distribution System by the same until The Company has confirmed to the User who owns or operates the relevant Distribution System that the person owning or operating the plant has where required completed the Use of System Application (Generators) and has entered into a Bilateral Agreement in the appropriate form with The Company.~~

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~~Any User who owns or operates a Distribution System shall not Energise the connection between a Large Power Station (other than an Embedded Exemptable Large Power Station where the provisions of Paragraph 6.5.1(b) and (c) apply) and its Distribution System nor permit the use of its Distribution System by the same until the person owning or operating the Large Power Station has entered into a Bilateral Agreement in the appropriate form with The Company and (if such person is not already a party to CUSC) has entered into an Accession Agreement.~~

(b) Should the User be uncertain as to whether an Embedded Power Station (either singularly or as part of a group) has a significant impact on the NETS and should be classed as a Relevant Embedded Power Station, the User shall submit a request to The Company for an Evaluation of Transmission Impact on behalf of the Embedded Power Station as per Paragraph 6.5.1(c). For avoidance of doubt, such significant impact will be deemed if the Embedded Power Station involves an Active Power, Apparent Power, Reactive Power, kiloamp or kilovolt value larger than as advised by The Company to the User. Any User who owns or operates a Distribution System shall not Energise the connection between any Embedded Exemptable Large Power Station and its Distribution System nor permit the use of its Distribution System by the same until the person who owns or operates the relevant Embedded Exemptable Large Power Station has (if such person is not already a party to the CUSC) entered into an Accession Agreement, and until The Company has confirmed to the User that any Transmission Reinforcement Works associated with the Embedded Exemptable Large Power Station listed in the relevant Construction Agreement have been completed.

(c) Any User who owns or operates a Distribution System shall not Energise the connection between a Relevant Embedded Power Station and its Distribution System nor permit the use of its Distribution System by the same until an Evaluation of Transmission Impact has concluded (as per paragraphs 6.5.5.6, 6.5.5.7, 6.5.8.5 or any other processes as agreed under 6.5.1(e)) and;

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- i. ~~-The Company~~ has confirmed to the **User** that all **Transmission Reinforcement Works** associated with the **Relevant Embedded Power Station** listed in the relevant **Construction Agreement** (if any were identified) have been completed, and
 - ii. in the case of a **Relevant Embedded Medium Power Station** or a **Relevant Embedded Small Power Station**, **The Company** and the **User** have confirmed that the requirements of the **Evaluation of Transmission Impact** have been fulfilled, or
 - iii. in the case of a **Relevant Embedded Medium Power Station** or a **Relevant Embedded Small Power Station** which is the subject of a **Bilateral Agreement**, **The Company** has confirmed to the **User** who owns or operates the relevant **Distribution System** that the person owning or operating the plant has, where required, completed the **Use of System Application (Generators)** and has entered into a **Bilateral Agreement** in the appropriate form with **The Company**, or
 - ~~iv.~~ in the case of a **Large Power Station**, the **Large Power Station** has entered into a **Bilateral Agreement** in the appropriate form with **The Company** and (if such person is not already a party to **CUSC**) has entered into an **Accession Agreement**. ~~Without prejudice to Paragraph 6.5.1(b), any User who owns or operates a Distribution System shall use its best endeavours to procure that any person who owns or operates an Embedded Exemptable Large Power Station and with whom the User has an agreement for connection to or use of the User's Distribution System shall (if such person is not already a party to the CUSC) enter into an Accession Agreement.~~
- (d) Sub-paragraph (a) shall not apply to any **User** who owns or operates a **Distribution System** that is not directly or indirectly connected to the **National Electricity Transmission System**. ~~Sub-paragraphs (b) and (c) do not apply to any User who owns or operates a Distribution System in relation to an Embedded Exemptable Large Power Station which is Embedded in a part of the User's Distribution System that is not directly or indirectly connected to the National~~

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~~Electricity Transmission System in respect of that Embedded Exemptable Large Power Station.~~

(e) The **User** may request that the **Evaluation of Transmission Impact** is undertaken by **The Company** using one of the following options;

- i. **Statement of Works and Confirmation of Project Progression** (as documented in paragraph 6.5.5)
- ii. **Transmission Impact Assessment** (as documented in paragraph 6.5.8)
- iii. Any other published process as agreed between **The Company** and the **User** following written approval from the **Authority** and consultation with such persons who may be considered to have an appropriate interest.

6.5.2 Any **User** who owns or operates a **Distribution System** shall not **Energise** the connection between any **Customer** of another **Authorised Electricity Operator** connected to such **Distribution System** if the **Authorised Electricity Operator** is responsible for **Demand (Active Power)** being supplied to such **Customer** pursuant to the **Balancing and Settlement Code** unless such **Authorised Electricity Operator** has first submitted a **Use of System Application**, has received a **Use of System Offer Notice** which has been accepted by the **User**, and (if the **Authorised Electricity Operator** is not already a party to the **CUSC Framework Agreement**) has become a party to the **CUSC Framework Agreement**.

6.5.3 **The Company** shall notify the relevant owner or operator of the **Distribution System** in writing as soon as the conditions set out in Paragraph 6.5.1 and Paragraph 6.5.2 have been satisfied in any particular case together with, if appropriate, a copy of any list provided under Paragraph 3.5. **The Company** undertakes to each **CUSC Party** that, for so long as it is the case, **The Company** shall from time to time forthwith upon receipt of any written request from that **CUSC Party** to do so, confirm in writing to any person specified in such request that that **CUSC Party** is a party to the **CUSC Framework Agreement** and any **Bilateral Agreement** specified in such request.

6.5.4 Each owner or operator of a **Distribution System** shall **De-energise** the connection equipment of any such **User** the subject of Paragraph 6.5.1 or **Customer** the subject of Paragraph 6.5.2 as soon as reasonably practicable following the

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instruction of **The Company** in accordance with the terms of the **CUSC**. **The Company** shall reimburse such owner or operator any expense incurred in relation to such act of **De-energisation**, if any, and shall indemnify such owner or operator against any liability, loss or damage suffered by it as a result of such **De-energisation**. Details of any circumstances likely to lead to such a **De-energisation** shall be notified promptly by **The Company** to the said owner or operator. The owner or operator of a **Distribution System** shall promptly notify **The Company** when the connection equipment of any **User** or **Customer** the subject of Paragraph 6.5.1 or 6.5.2 is **De-energised** or **Disconnected** from its **Distribution System** or ceases to use its **Distribution System** as the case may be following the instruction of **The Company** in accordance with the terms of the **CUSC**.

6.5.4A If **The Company** receives a request to use the **NETS** which it believes could impact upon **The User**, **The Company** shall follow the **Interactivity Policy** adopted by **The Company** for the purposes of managing **Interactivity** and published on its website as it may be amended from time to time.

6.5.5 Statement of Works

6.5.5.1 Any **User** who owns or operates a **Distribution System** shall as soon as reasonably practicable upon receipt of a request for a connection to and / or for the use of that **User's Distribution System** from a **Relevant Embedded Medium Power Station(s)** or a **Relevant Embedded Small Power Station(s)** submit a request to **The Company** for an **Evaluation of Transmission Impact** in the form of a **Request for a Statement of Works**; ~~except where it has submitted a Modification Application in respect of such a request, submit to **The Company** a **Request for a Statement of Works**.~~ Such a submission by a **User** who owns or operates a **Distribution System** of a **Request for a Statement of Works** will be substantially in the form of Exhibit U.

6.5.5.2 The **Request for a Statement of Works** must include the Technical Information in respect of such **Power Station(s)** and its proposed date of connection to and / or for the use of the **Distribution System**.

6.5.5.3 **The Company** will within 28 **calendar** days of the submission of a **Request for a Statement of Works** respond in writing to the

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User who owns or operates a **Distribution System** with a **Statement of Works** substantially in the form of **Exhibit V**. The **User** who owns or operates a **Distribution System** shall forward such **Statement of Works** to the **Power Station(s)** as soon as reasonably practicable.

6.5.5.4 The **User** who owns or operates a **Distribution System** shall have 90 **Business Days** from such notification under Paragraph 6.5.5.3 to return to **The Company** a completed and signed **Confirmation of Project Progression**, in the form attached to the **Statement of Works** together with the appropriate fee. The **User** who owns or operates a **Distribution System** shall forward a copy of such **Confirmation of Project Progression** to the **Power Station(s)** as soon as reasonably practicable.

6.5.5.5 The **Confirmation of Project Progression** –together with the information included in the **Request for a Statement of Works**, and any further details as may be required by **The Company** shall be deemed to be a **Modification Application** for the purposes of the **Charging Statements** and Paragraphs 1.3.2, 6.9.2, 6.9.4 and 6.10 of the **CUSC** which shall apply thereto.

~~6.5.5A Report on Distributed Generation~~

~~–Within one month of the end of a **Financial Year**, each **User** who owns or operates a **Distribution System** shall send a written report [(in a format specified by The Company)] to **The Company** in respect of **Distributed Generation** which is yet to connect to its **Distribution System** or which has been **Energised** during that **Financial Year** detailing the following information by reference to each category of **Distributed Generation**:~~

~~(a) number of **Distribution Agreements** terminated;~~

~~(b) any reduction in, as appropriate, **Developer Capacity** or **Transmission Entry Capacity**;~~

~~(c) whether such termination or reduction occurred prior to (and including) or after the **Key Consents in Place Date**~~

6.5.5.6 Where **The Company** believes the **Power Station(s)** has no significant impact on the **National Electricity Transmission System** ~~(for avoidance of doubt, such significant impact involves either party in an expenditure of more than £10,000 as described in paragraph 6.5.1(b))~~ or the **Statement of Works** indicates that no works are required nor any **Site Specific Requirements** are

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necessary, the **Statement of Works** shall complete both ~~completes the process required for in respect of~~ the **Request for a Statement of Works and Evaluation of Transmission Impact**. ~~f~~For the purposes of Paragraph 6.5.1 ~~(ac)(i) and~~ the **User** who owns or operates a **Distribution System** may **Energise** the connection of the **Power Station(s)** or permit the use of its **Distribution System** by the **Power Station(s)**.

6.5.5.7 Where **The Company** believes the **Power Station(s)** has a significant impact on the **National Electricity Transmission System** ~~(as described in paragraph 6.5.1(b) for avoidance of doubt, such significant impact involves either party in an expenditure of more than £10,000)~~ and the **Statement of Works** indicates that works are required and/or **Site Specific Requirements** are necessary, should the **User** who owns or operates a **Distribution System** fail to return to **The Company** a signed and completed **Confirmation of Project Progression** (together with the appropriate fee) within 90 **Business Days** from such notification under Paragraph 6.5.5.3, the **Request for a Statement of Works** shall be deemed withdrawn and the **User** who owns or operates a **Distribution System** shall not energise the connection of nor permit the use of its **Distribution System** by the **Power Station(s)** that was the subject of the **Request for a Statement of Works** in the manner described in the **Request for a Statement of Works**.

6.5.5.8 The **User** who owns or operates a **Distribution System** shall notify **The Company** in writing if the proposed date of connection or any other of the details included in or provided pursuant to the **Request for a Statement of Works** for such **Power Station(s)** for which a **Request for a Statement of Works** has been submitted, changes and the **User** who owns or operates a **Distribution System** shall (except where **The Company** agrees in writing that a revised **Statement of Works** is not reasonably required) submit a revised **Request for a Statement of Works**

6.5.5.9 If **The Company** has notified the **User** that no works are required on the **National Electricity Transmission System** pursuant to Paragraph 6.5.5.3, **The Company** may notify the **User** in writing within 28 **calendar** days of the submission of a **Request for a Statement of Works** that **Site Specific Requirements** are necessary at the site of connection of the **Power Station(s)**. Any **Site Specific Requirements** notified to the **User** shall be incorporated through an agreement to vary the **Bilateral Agreement** between **The Company** and the **User** for the appropriate **Grid Supply Point** of such **User**.

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6.5.5.10 If **Site Specific Requirements** are necessary and a **Modification Application** has been submitted pursuant to Paragraph 6.5.5.4, then any such **Site Specific Requirements** shall be included in the **Modification Offer**.

6.5.5.11 The **User** shall notify **The Company** in writing if the proposed date of connection for such **Power Station(s)** for which a **Request for a Statement of Works** has been submitted changes and shall submit a revised **Request for a Statement of Works**.

6.5.6 Offshore Transmission Implementation

6.5.6.1 Any **User** who owns or operates a **Distribution System** and has a **Relevant Offshore Agreement** with an **Existing Offshore Generator** shall cooperate with **The Company** to contribute to the full and timely completion of the **Offshore Transmission Implementation Plan**

6.5.6.2 Any **User** who owns or operates a **Distribution System** and has a **Relevant Offshore Agreement** with an **Existing Offshore Generator** shall provide **The Company** with information including:

- (a) The terms that have been agreed between the **User** who owns or operates a **Distribution System** and the **Existing Offshore Generator**;
- (b) Technical information about the connection arrangements that have been agreed between the **User** who owns or operates a **Distribution System** and the **Existing Offshore Generator**; and
- (c) Technical information about the **Existing Offshore Generator's Power Station** provided as part of the **Existing Offshore Generator's** application to the **User** who owns or operates a **Distribution System**.

6.5.6.3 **The Company** shall treat the information provided by any **User** who owns or operates a **Distribution System** under Paragraph 6.5.6.2, as an application for connection and use of the **National Electricity Transmission System** from the **Existing Offshore Generator**, for the purposes of standard condition C8.

6.5.7 Report on Distributed Generation

Within one month of the end of a **Financial Year**, each **User** who owns or operates a **Distribution System** shall send a written report [(in a format specified by **The Company**)] to **The**

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Company in respect of **Distributed Generation** which is yet to connect to its **Distribution System** or which has been **Energised** during that **Financial Year** detailing the following information by reference to each category of **Distributed Generation**:

- (a) number of **Distribution Agreements** terminated;
- (b) any reduction in, as appropriate, **Developer Capacity** or **Transmission Entry Capacity**;
- (c) whether such termination or reduction occurred prior to (and including) or after the **Key Consents in Place Date**

6.5.8 Transmission Impact Assessment

- 6.5.8.1 A **User** who owns or operates a **Distribution System** can submit a **Modification Application** to **The Company** to establish a **Transmission Impact Assessment** for the purposes of undertaking the **Evaluation of Transmission Impact** process at a **Grid Supply Point**.
- 6.5.8.2 The **Modification Application** for the **Transmission Impact Assessment** must include the technical information in respect of each **Power Station** and its proposed date of connection to and/or for the use of the **Distribution System**.
- 6.5.8.3 **The Company** will provide a **Modification Offer** to the **User** who owns or operates a **Distribution System** in accordance with Paragraphs 6.9.2.2 and 6.9.2.3, this **Modification Offer** will be substantially in the form of Schedule 2 Exhibit 1A which includes the process for administering the **Transmission Impact Assessment**.
- 6.5.8.4 Should the **User** not accept the **Modification Offer**, the **Evaluation of Transmission Impact** will not be concluded for the purposes of Paragraph 6.5.1(c) and a new request under Paragraph 6.5.1(e) shall be required.
- 6.5.8.5 Should the **User** accept the **Modification Offer**, the **Evaluation of Transmission Impact** will be concluded for the purposes of Paragraph 6.5.1(c). Thereafter, the **User** will provide **The Company** with monthly updates (or a frequency of updates as agreed between **The Company** and the **User**) and follow the **Transmission Impact Assessment** obligations in accordance with the **Bilateral Connection Agreement**.

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- 6.5.8.6 **The Company** will review the changes to the **Transmission Impact Assessment** and the requirements of Paragraph 6.5.1(c) in relation to a **Relevant Embedded Power Station** shall be deemed as completed unless **The Company** states otherwise as per the provisions of the **Bilateral Connection Agreement**. **The Company** shall notify the **User** of any changes **The Company** believe do not meet the criteria detailed in the **Bilateral Connection Agreement** (as amended by the **Modification Offer** described in Paragraph 6.5.8.5) within [5] business days. ~~will validate the changes to the **Transmission Impact Assessment** using the criteria detailed in the **Bilateral Connection Agreement** as amended by the **Modification Offer** described in Paragraph 6.5.8.5. The requirements of Paragraph 6.5.1 in relation to a **Relevant Embedded Power Station** shall be deemed as completed unless **The Company** states otherwise as per the provisions of the **Bilateral Connection Agreement**.~~
- 6.5.8.7 Should the **Bilateral Connection Agreement** be subsequently modified to remove the **Transmission Impact Assessment**, any new requests to connect to and/or use the **User's Distribution System** by a **Power Station(s)** shall be required undertake a **Evaluation of Transmission Impact** as per Paragraph 6.5.1(e).