

CUSC - SECTION 10

TRANSITION ISSUES

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Part1 CUSC MODIFICATION PROPOSAL 223 (WACM1 and WACM2)
TRANSITION

Part 1

10.1 INTRODUCTION

- 10.1.1 This Section 10 deals with issues arising out of the transition associated with the approval and implementation of **CMP 223**. For the purposes of this Section 10 the version of the **CUSC** as amended by **CMP 223** shall be referred to as the “**Post CMP 223 CUSC**” and the version of the **CUSC** prior to amendment by **CMP 223** shall be referred to as the “**Pre CMP 223 CUSC**”.
- 10.1.2 **CMP 223** affects **Users** in the category of (a) an **Embedded Power Station** which is the subject of a **Bilateral Embedded Generation Agreement** and (b) a **Distribution System** directly connected to the **National Electricity Transmission System** where there is an **Associated DNO Construction Agreement** and references to **User** in this Section 10 shall be construed accordingly.
- 10.1.3 This Section sets out the arrangements such that by the **CMP 223 Transition Period End Date**:
- (a) **Existing Associated DNO Construction Agreements** have been amended in line with the provisions introduced under **CMP223**;
 - (b) The **Cancellation Charge Secured Amount Statement** issued by **The Company** for the **CMP 223 Security Period** in respect of **Existing Associated DNO Construction Agreements** and **Existing BEGA Construction Agreements** reflects the adjusted % introduced under **CMP223**;
 - (c) Where an **Existing Associated DNO Construction Agreement** provides for more than one of a **Relevant Embedded Small Power Station** and/or **Relevant Embedded Medium Power Station** and/or **Embedded Large Power Station** which is the subject of a **BELLA**, **Users** have received the necessary information in respect of the **Cancellation Charge** and the **Cancellation Charge Secured Amount** in respect of each such project.
- 10.1.4 This Section 10 comprises:
- (a) this Introduction; and
 - (b) **CMP 223** transition issues.
- 10.1.5 The provisions of the **Post CMP 223 CUSC** shall be suspended (except as specifically provided for in this Section 10 and for the

purposes of interpretation and definitions and for enabling the doing of anything which may require to be done in relation to but in advance of the **CMP 223 Transition Period End Date** to achieve the objectives at 10.1.4) in respect of the **Users** until the **CMP 223 Transition Period End Date**. Any termination of an **Existing Associated DNO Construction Agreement** or **Existing BEGA Construction Agreement** or reduction in **Transmission Entry Capacity** or **Developer Capacity** which takes effect prior to or on the **CMP 223 Transition Period End Date** shall therefore be dealt with, and the rights and obligations of **The Company** and the **User** to each other, shall be as provided for in the **Existing Associated DNO Construction Agreement** or **Existing BEGA Construction Agreement**.

10.1.6 In this Section 10:

- (a) the term “**Applicants**”; shall mean **Users** who apply for an offer of a type referred to in (j) during the **CMP 223 Transition Period**;
- (b) the term “**CMP 223**”, shall mean **CUSC Modification Proposal 223** (Arrangements for Relevant Distributed Generators under the Enduring Generation User Commitment);
- (c) the term “**CMP 223 Implementation Date**”, shall mean the **Implementation Date** for **CMP 223**;
- (d) the term “**CMP 223 Security Period**”, shall mean the **Security Period** immediately following the **CMP 223 Transitional Period End Date**;
- (e) the term “**CMP 223 Transition Period End Date**” shall mean the day before the day of the first **Security Period** which is not less than 6 months from the **CMP 223 Implementation Date**;
- (f) the term “**CMP 223 Transition Period**”, shall mean the period from the **CMP 223 Implementation Date** ending on and including the **CMP 223 Transition Period End Date** and is the period with which this Section 10 deals;
- (g) the term “**Existing Associated DNO Construction Agreement**”, shall mean an **Associated DNO Construction Agreement** where the **Construction Works** will not be completed prior to the **CMP 223 Transition Period End Date**;

- (h) the term “**Existing BEGA Construction Agreement**”, shall mean a **Construction Agreement** with a **User** who is party to a **Bilateral Embedded Generation Agreement** where the **Construction Works** under this or the **Associated DNO Construction Agreement** will not be completed prior to the **CMP 223 Transition Period End Date** ;
- (i) the term “**Existing Construction Agreement**”, shall mean, as appropriate, an **Existing Associated DNO Construction Agreement** or an **Existing BEGA Construction Agreement**;
- (j) the term “**New Applications**”, shall mean a **Request for a Statement of Works** or **Modification Application** associated with **Distributed Generation** or **Use of System Application** by a **User** or prospective **User** or a **Modification Application** to vary any such agreements made during the **CMP 223 Transition Period**;
- (k) the term “**Outstanding Applications**”, shall mean an offer of a type referred to in (j) where the application was made prior to the **CMP 223 Implementation Date**;
- (l) the term “**Outstanding Offers**”, shall mean an offer to a **User** or prospective **User** of a type referred to in (j) which has not been accepted at the **CMP 223 Implementation Date** but is still capable of being accepted.

10.1.8 Without prejudice to any specific provision under this Section 10 as to the time within which or the manner in which **The Company** or a **User** should perform its obligations under this Section 10, where **The Company** or a **User** is required to take any step or measure under this Section 10, such requirement shall be construed as including any obligation to:

- (a) take such step or measure as quickly as reasonably practicable; and
- (b) do such associated or ancillary things as may be necessary to complete such step or measure as quickly as reasonably practicable.

10.2 **CMP 223 TRANSITION**

Existing Construction Agreements

- 10.2.1 **The Company** shall offer to amend each **Existing Associated DNO Construction Agreement** such that it is consistent at the **CMP 223 Transition Period End Date** with the amendments introduced by **CMP 223**.
- 10.2.2 **The Company** shall make the offer in respect of each **Existing Associated DNO Construction Agreement** to each **User** as soon as reasonably practicable after the **CMP 223 Implementation Date**.
- 10.2.3 If **The Company** and a **User** fail to agree changes to an **Existing Associated DNO Construction Agreement** either such person may refer the matter to the **Authority** under Standard Condition C9 Paragraph 4 of the **Transmission Licence**.
- 10.2.4 In respect of the **CMP 223 Security Period**, the **Cancellation Charge Secured Amount Statement** sent to each **User** with an **Existing Associated DNO Construction Agreement** or **Existing BEGA Construction Agreement** shall reflect the provisions introduced by **CMP 223** and each such **User** shall put security arrangements in place in accordance with **CUSC Section 15** such security arrangements to be effective from the start of the **CMP 223 Security Period**.

Outstanding Applications and New Applications

- 10.2.5 **The Company** shall make **Offers** such that prior to the **CMP 223 Transition Period End Date** the arrangements for security and liability within the agreements are consistent with those under the **Pre CMP 223 CUSC** but such that on **CMP 223 Transition Period End Date** the arrangements for security and liability within the agreements are consistent with those under the **Post CMP 223 CUSC** and shall to the extent practicable make such **Offers** within the original or standard timescales.

END OF SECTION 10