



TRANSMISSION INTERFACE ARRANGEMENTS

AMENDMENT REPORT

Proposer	NIE Networks
Capacity of Proposer	Party
Date of Report	25 September 2020

TRANSMISSION INTERFACE ARRANGEMENTS

AMENDMENT REPORT

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1. Introduction

NIE Networks and SONI (the “Parties”) have carried out a joint review of the application of the Transmission Interface Arrangements (“TIA”) at a working level, particularly during the pre-construction phase of a project.

The findings were that while the TIA processes are operating efficiently further development of the TIA could improve the understanding and the transparency of the pre-construction roles and responsibilities being undertaken by each Party, particularly those which were impacted by the reassignment in 2014 of both the investment planning function and the responsibility for acquiring consents and land rights from NIE to SONI.

The proposed amendments will not, if implemented, change any decision-making rights or any TIA principles but are drafted with the objective of providing more clarity and further removing the potential for ambiguity.

They are designed to promote additional co-operation and co-ordination between the Parties in the planning and development of the Transmission System, leading to enhanced efficiencies and customer benefits.

Part A provides the proposer’s (NIE Networks) description of the issues the proposed amendments seek to address and a description of the proposed amendments. It also provides additional information required by Section P (Governance) of the TIA.

Part B provides the Other Party’s (SONI) views and recommendations regarding the proposed amendments.

2. Proposed Amendments

2.1 Part A – To be Completed by the Proposer

1 Proposer

The Proposer is NIE Networks.

2 Description of the Issues the Proposed Amendments seek to Address

Amendments are required to the TIA in order to:

- clearly describe NIE Networks' roles and responsibilities in meeting its licence obligation to develop the Transmission System;
- underline the level of co-ordination required to plan and develop the Transmission System and the RoI Transmission System;
- clarify the allocation of responsibilities for consenting and land rights;
- explain the process to be followed where consents and/or land rights are not required;
- supplement the level of detail on pre-construction roles and responsibilities; and
- simplify Sections C and D by re-ordering the sections to more closely align with the sequence of activities in a project.

3 Description of the Proposed Amendments

The proposed amendments are set out in annexes 1-7.

Annex 1 sets out tracked changes to Section C.

Annex 2 shows the proposed re-ordering of Section C.

Annex 3 shows Section C after having been re-ordered, all changes accepted and cross-references amended to reflect the re-ordering of this section.

Annex 4 sets out tracked changes to Section D.

Annex 5 shows the proposed re-ordering of Section D.

Annex 6 shows Section D after having been re-ordered, all changes accepted and cross-references amended to reflect the re-ordering of this section.

Annex 7 shows tracked changes to Section U. It contains new definitions required as a consequence of the changes to Sections C and D. Cross-references have also been amended to reflect the re-ordering of Sections C and D.

The opportunity has also been taken to make some 'house-keeping' amendments to correct some inaccurate definitions and text.

4 Proposed Text Changes to Modify the TIA

Included in Annexes 1- 7.

5 The Proposer's Justification of the Proposed Amendments

NIE Networks considers that the implementation of the proposed amendments would improve the clarity of the TIA, leading to more efficient discharge of the Parties' obligations under the Order, the Energy Order, the SEM Order and their respective licences. Since transmission planning and development are not defined terms in the TIA it is important that the TIA clearly defines the activities which make up those terms to ensure continued licence compliance.

6 Impact of the Proposed Amendments on the Proposer's Licensable Activities

NIE Networks considers that implementation of the proposed amendments would clarify the TIA arrangements to those individuals required to apply the TIA on a day-to-day basis.

7 Impact of the Proposed Amendments on Other Industry Documents, TIA Subsidiary Documents and contents of any Construction Agreement or Transmission Project Agreement and any Changes Required

NIE Networks considers that there will be no impact on the documents referred to above should the proposed amendments be implemented apart from possible impacts arising out of the further discussions proposed by NIE Networks in paragraph 8 below.

8 Mechanism and Likely Timescales for making any Changes identified in Paragraph 7

Greater involvement of NIE Networks in the early pre-construction stage will require the consideration of a funding mechanism. Further discussion is required with the UR to determine an appropriate solution.

9 Changes or Developments Required to Computer Systems and Processes Used in Connection with the Operation of Arrangements Established Under any other Industry Documents

None

10 Mechanism and Likely Timescales for making any Changes identified in Paragraph 9

Not applicable

11 Estimate of any Costs Associated with Implementing the Proposed Amendments

None

12 Proposed Implementation Date

Immediate

13 The Proposer's Recommendation

NIE Networks recommends that these proposed amendments should be implemented for the reasons set out in paragraph 5 above.

14 List of Attachments, if any

Annex 1 – Mark-up of Section C

Annex 2 - Proposed re-ordering of Section C

Annex 3 – Section C, clean and re-ordered

Annex 4 - Mark-up of Section D

Annex 5 - Proposed re-ordering of Section D

Annex 6 – Section D, clean and re-ordered

Annex 7 - Changes Required to Section U, Definitions

2.2 Part B – To be Completed by the Other Party

1 The Other Party

The Other Party is SONI.

2 Impact of the Proposed Amendment on the Other Party's Licensable Activities

SONI shares NIE Networks view that implementation of the proposed amendment would clarify the TIA arrangements to those individuals required to apply the TIA on a day-to-day basis.

SONI also agrees with NIE Networks that the additional co-operation and co-ordination that the amendment will deliver between the Parties in the planning and development of the Transmission System will lead to enhanced efficiencies and customer benefits.

SONI would also welcome further discussion on NIE Networks' early pre-construction stage funding mechanism and seek to ensure that such arrangements enable both parties to advance pre-construction projects in an efficient and timely manner.

3 The Other Party's Recommendation

For the reasons set out above SONI recommends that the proposed amendment is implemented.

4 List of Attachments, if any

None

3. Consultation

3.1 Consultation Process

On 1 July 2020, the NIE Networks' TIA Proposed Amendment Report was placed on NIE Networks' and SONI's websites in accordance with paragraph 2.2.4.9 of Section P of the TIA.

Representations were invited by 31 July 2020.

Five responses were received. They were from:

- Energia
- The Consumer Council
- NIRIG
- ScottishPower Renewables, and
- Owen Bradley

Annex 8 contains the responses received.

NIE Networks would like to thank all the respondents for taking the time to submit their views on these proposed amendments.

Owen Bradley submitted a particularly detailed and wide-ranging response. An invitation was extended to arrange a videoconference to discuss the points raised in the submission. [Update after response is received, if any]

The Parties have carefully considered each of the responses and this report sets out:

- A table containing all of the points made in each submission can be found in Section 2, which also sets out NIE Networks' responses
- NIE Networks' recommendations and conclusions are contained in Section 4, and
- SONI's recommendations and conclusions in Section 5.

This Amendment Report will be submitted to the UR and placed on each Party's website in accordance with paragraph 2.2.4.11 of Section P of the TIA.

NIE Networks will await a notification from the UR in relation to approval, or otherwise, of the proposed amendments.

Should the proposed amendments be approved they shall be implemented and an updated version of the TIA will be published on each Party's website.

3.2 Summary of Responses Received

The main points made by respondents are replicated below, taken directly from the response. The table also sets out NIE Networks' responses to the points made.

ENERGIA COMMENT	NIE NETWORKS' RESPONSE
Energia support the proposed amendments tabled by NIE and in general are supportive of NIE Networks engaging at an earlier stage in transmission projects within the scope of this agreement.	NIE Networks is pleased that Energia supports the proposed amendments.
THE CONSUMER COUNCIL COMMENT	NIE NETWORKS' RESPONSE
The Consumer Council welcomes arrangements which promote additional co-operation and co-ordination between the SONI and NIEN in the planning and development of the Transmission System which we would hope should lead customer benefits. We would, however, seek assurances that none of the changes will have any negative implications for Northern Ireland consumers.	NIE Networks considers that the implementation of the proposed amendments will improve the clarity of the TIA, leading to more efficient discharge of the Parties' obligations under legislation and their respective licences, resulting ultimately in customer benefits.
Furthermore, The Consumer Council seeks assurances that the proposals put forward by NIEN with regards to Land Rights (8.1.5) will not have a negative impact or cause detriment to landowners or communities.	The proposed amendments to the paragraphs referring to Land Rights are for clarification purposes only. There are no proposed amendments which will change the processes relating to the acquisition of Land Rights.
NORTHERN IRELAND RENEWABLES INDUSTRY GROUP (NIRIG) COMMENT	NIE NETWORKS' RESPONSE
NIRIG has no objection to the proposals regarding the amendments to the SONI and NIE Networks Transmission Interface Arrangement which are being consulted on. We have no other specific comments to make at this time.	NIE Networks appreciates NIRIG's response.

SCOTTISHPOWER RENEWABLES COMMENT	NIE NETWORKS' RESPONSE
<p>In general terms, we believe the proposed changes are certainly a good effort to define where the responsibilities lie at a high level and therefore SPR strongly supports what's being included in the consultation documentation. However, we believe there is still a need to be further detail (in addition to the TIA) that covers the process of exactly who does what and when. For example, where and how does planning or development start and stop and who is involved and at what level at each stage.</p> <p>We encourage SONI and NIE to keep working towards defining a full process map, including timescales, complementing the proposed TIA changes.</p>	<p>NIE Networks is pleased that ScottishPower Renewables strongly supports the proposed amendments and agrees that there are benefits in clarifying the roles of transmission planning and transmission development. In Northern Ireland those roles are not defined and one of the objectives in developing these proposed amendments is to clarify the roles and responsibilities to be undertaken by NIE Networks and SONI.</p> <p>We agree a full process map, including timescales, would be valuable.</p>

OWEN BRADLEY COMMENT	NIE NETWORKS' RESPONSE
<p>The Transmission planning function was transferred from NIE Networks to SONI in 2014 as part of the IME3 directive.</p> <p>The IME3 Decision Paper produced by the Utility Regulator for Northern Ireland covered a range of topics, including specific measures to give effect to the TSO Decision. In particular, the Utility Regulator proposed licence modifications to transfer Network Planning activities from NIE to the SONI, which the European Commission had determined would ensure consistency with the requirements of Article 9(9) of the Electricity Directive.</p>	<p>While the transfer of investment planning was proposed by the SEM Committee in 2013 for the purposes of seeking verification of certification under IME3 from the European Commission, certain other activities were also transferred following agreement between NIE and SONI. The transfer of these additional activities was influenced by the IME3 process. Contrary to the view expressed by the respondent, no transfer of functions was considered necessary by the European Commission in order to verify the arrangements certified by the SEM Committee.</p> <p>In its decision paper, the SEM Committee required that the TIA, "...clearly identifies and sets out the respective duties and tasks of SONI and NIE." The purpose of these proposed amendments is to ensure that obligation continues to be met.</p>

OWEN BRADLEY COMMENT	NIE NETWORKS' RESPONSE
<p>I note that SONI have conceded as outlined in their case against the UREGNI which was brought before the CMA, they have stated that Network Planning encompasses the following:</p> <p>'Includes activities required to progress a transmission project from the conceptual stage through to the point where project construction commences – specifically Phases 1 (Project Identification) and 2 (Pre-Construction activities) of transmission connection and development connection projects. The Network Planning Function formally transferred from NIE to SONI on 1 May 2014 at the direction of the Utility Regulator'.</p>	<p>NIE Networks agrees this is the definition of Network Planning contained in the CMA Final determination, 10 November 2017. Notably, that definition of Network Planning does not encompass <u>all</u> activities during pre-construction so is not especially helpful in defining the Parties' roles and responsibilities during that phase.</p> <p>Since NIE Networks has a licence obligation requiring transmission development and SONI has a licence obligation requiring transmission planning, it is the TIA that describes the activities which make up those terms to ensure continued licence compliance.</p>
<p>It has been noted in the introduction in the 'NIE Networks TIA proposed Amendment Report 1 July 2020- Final' that 'The proposed amendments will not, if implemented, change any decision-making rights or any TIA principles but are drafted with the objective of providing more clarity and further removing the potential for ambiguity.'</p> <p>From reading into the proposed amendments, I would strongly disagree with this.</p>	<p>The decision-making rights are set out in paragraphs 10.6.3 of Section C and 9.6.3 of Section D, which confirm SONI's role in transmission planning and NIE Networks' role in transmission development.</p> <p>It has been the case since 2014 that transmission planning requires SONI to provide a Functional Specification to NIE Networks, as defined in Schedule 6 of the TIA, and NIE Networks to provide a Design Specification to SONI, as define in Schedule 7 of the TIA. That process is consistent with paragraphs 10.6.3 of Section C and 9.6.3 of Section D.</p>
<p>Page 10. Section 9.1, Removal of section 1.1.1</p> <p>It is now proposed that NIE Networks will create all design drawings and associated documentation. Prior to May 2014, this function was carried out by NIE Networks, post 2014 this was carried out by SONI, and now it is proposed to revert back to NIEN. How will this be managed and how will costs associated with this be monitored and managed?</p>	<p>This deletion removes an ambiguity between the deleted paragraph and paragraph 2.1(a) of Schedule 7 of the TIA. For example, the identification of overhead line support positions was allocated to NIE Networks in 2014 and is not 'reverting back'.</p>
<p>It is now proposed that SONI will NOT have the responsibility for cable/ line route and site selection including the identification of alternative routes and sites, yet will be submitting planning applications for new developments with designs completed by NIE Networks. Will SONI be reviewing and approving all designs that form part of their planning applications?</p>	<p>It is not correct to say SONI will not have responsibilities for route and site selection. The roles and responsibilities for route and site selection are set out in paragraphs 10.6 in Section C and 9.6 in Section D. These paragraphs propose in detail how the process is to be co-ordinated between the Parties.</p> <p>NIE Networks, as the eventual asset owner, is and always has been the only Party that approves detailed designs which form part of a planning application.</p>

OWEN BRADLEY COMMENT	NIE NETWORKS' RESPONSE
<p>Why is it now proposed that NIE Networks will plan their own network? How will this be managed? Have SONI got the appropriate resources in-house, or indeed consultants to check these designs to protect us consumers and ensure NIE Networks are not 'over specking' their designs?</p>	<p>As per the previous response, each Party has roles and responsibilities set out in their Licences and the TIA. NIE Networks has a licence obligation to 'develop' the Transmission System but does not plan the Transmission System as this is undertaken by SONI in accordance with its Licence.</p> <p>Neither Party has or has ever had a licence, or any other obligation, to review the other Party's cost efficiency.</p>
<p>Do the proposed changes now introduce an additional layer in the overall process? Currently (as far as I am aware) SONI produce all designs to a standard suitable for planning via independent consultant experts, however it is now proposed that NIE Networks will produce these designs for SONI, which will then need to be checked by potentially a second set of independent consultants with changes required to go full circle each time? Are these proposed changes less efficient?</p>	<p>NIE Networks considers that the implementation of the proposed amendments would improve the efficiency of the pre-construction processes.</p> <p>The designs produced by NIE Networks, or its consultant at times of high activity, will not need to be checked by SONI or an independent consultant and so there is no additional layer in the overall process.</p>
<p>Page 12 Section 10.3</p> <p>It is now suggested that NIE Networks shall provide all asset related information and also provide all technical and engineering related designs as well as jointly developing the design of the transmission network.</p> <p>It can only be assumed that these designs will be completed by third party consultants given that in 2019 NIE Networks ran a procurement exercise which was advertised in the OJEC seeking the services of consultants for this very reason. If this is the case would it now be fair to assume that NIE Networks are in essence planning their own network? This goes against the IME3 directive. It is almost a reversal.</p>	<p>Paragraph 10.3 summarises the roles detailed in paragraphs 10.6.1. – 10.6.3.</p> <p>These paragraphs set out the roles to be undertaken by SONI in carrying out system studies, identifying potential options, selecting the preferred option, selecting the preferred route corridor and the preferred site locations.</p> <p>NIE Networks' role is to design the route alignment within the preferred route corridor and select precise site locations and orientations.</p> <p>These paragraphs follow the requirements of the Functional Specification, produced by SONI in accordance with Schedules 6, and the Design Specification, produced by NIE Networks in accordance with Schedule 7. This process was drafted and agreed by the Parties in 2014.</p> <p>As stated in Parts A and B, the Parties believe these amendments will clarify the arrangements.</p> <p>The purpose of the Official Journal of the European Union (OJEU) advert was to identify, and possibly appoint, design firms that could be utilised at times of high workload.</p>

OWEN BRADLEY COMMENT	NIE NETWORKS' RESPONSE
<p>Removal of section 1.1.2</p> <p>SONI development of designs to a level required for the purpose of obtaining all consents has now been removed. Can you please outline the reason for this? Is this function now reverting back to NIE Networks – which ultimately means that NIE Networks as asset owner will be planning their own network- and there could be a potential for over design of the network?</p>	<p>This paragraph has not been removed. The text has been placed in paragraph 10.3.1 and modified.</p> <p>As stated previously, SONI plans the Transmission System in accordance with its Transmission Licence and the TIA. NIE Networks' role is to develop designs to deliver SONI's transmission planning priorities.</p>
<p>All costs will be scrutinised by the UREGNI, but was this the case prior to the IME3 directive and transfer of planning function to SONI. Will SONI have oversight and responsibility for these costs that NIE Networks will be spending?</p>	<p>As stated above, neither Party has or has ever had a licence, or any other obligation, to check the other Party's cost efficiency.</p>
<p>It is now proposed (10.6.3) that stakeholder engagement will be a joint responsibility. I question how this would work in practice. If differing views are expressed, then how can meaningful conversations, commitments and information be portrayed to the public. Since the separation in 2014, I believe SONI has had sole responsibility for this function 'with assistance as may be required from time to time by NIE Networks'.</p>	<p>Stakeholder engagement will be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner.</p> <p>Each Party's role in such stakeholder engagement shall be determined by their respective responsibilities under the TIA. As a result, at each stage one Party may be more involved than the other depending on the nature of the stakeholder engagement required;</p>
<p>Page 14, 10.6.3(Vii & viii)-</p> <p>Is SONI the ultimate decision maker if their selection is inconsistent with NIE Networks? Or could this become a dispute through Section Q in the TIA or other means, thus potentially adding additional time and money to the process?</p>	<p>As stated in Section C, paragraphs 10.6.3 (vii) and (viii), SONI makes the decision regarding the definition of the potential route corridors and the selection of the preferred route corridor.</p> <p>However, as stated in paragraph 10.6 of Section C, "Where a Party has a defined decision-making responsibility, the other Party will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required."</p> <p>This is a principle that was agreed between the Parties in August 2013.</p>

OWEN BRADLEY COMMENT	NIE NETWORKS' RESPONSE
<p>10.6.3 (Xi)-</p> <p>How will this work in practice if SONI are responsible for landowner engagement and consents. Do these proposals add an additional step/s in the process to the way it operates currently? Currently in the TIA SONI are responsible for this role, but the with proposed changes, NIE Networks will now be responsible with SONI still gaining consents. Is this additional interaction, steps, processes and ultimately costs?</p>	<p>Paragraph 10.6.3 (xi) of Section C and paragraph 9.6.3 (xi) of Section D state that NIE Networks is responsible for selecting the Route Alignment within the Preferred Route Corridor selected by SONI.</p> <p>The proposed amendments are designed to promote additional co-operation and co-ordination between the Parties, leading to enhanced efficiencies and customer benefits.</p>
<p>Page 15, 11.1</p> <p>Can you please clarify who is responsible for the planning of a Transmission project which may not be for re-enforcement purposes? i.e. a new feed/ line to a town/ area?</p>	<p>This point seems to suggest a new feed to a town or area is not a reinforcement. A new line to a new grid supply point would be a reinforcement and the TIA makes it clear that SONI is responsible for projects of this nature - Section C, paragraph 7, Transmission Investment Plan. These proposed amendments do not change that.</p>
<p>12.1, Aa above: is this only applicable for reinforcement projects?</p>	<p>The development of the Design Specification is covered in paragraph 12, Section C, for planning of the Transmission System and is also addressed in paragraph 11 in Section D for User Applications.</p>
<p>Also, can you please clarify why the term 'received planning consents' has been removed?</p>	<p>This clause has been removed as it requires NIE Networks to provide the Design Specification <u>after</u> planning consents are acquired. However, parts of the Design Specification are required in order to apply for planning consents.</p>
<p>Is it now proposed that NIE Networks will begin their pre-construction design process prior to consents been achieved? Is there a risk that if planning consents are not achieved, NIE Networks will have spent money unnecessarily? Will it be expected that the Northern Ireland consumer will cover costs in this scenario?</p> <p>The same points above are applicable to the proposed changes in Section D</p>	<p>There is a risk that failure to secure consents could result in both Parties spending money unnecessarily. However, this is not a new risk.</p> <p>Whether it is SONI or NIE Networks or the general customer base that bears that risk will depend on the cause of failure to secure the consents and would be the subject of engagement with UR.</p> <p>The risk is reduced in these proposed amendments through the co-ordinated approach to multi-stage engagement and consultation, covering option appraisal, use of various technologies, route and site selection.</p>

OWEN BRADLEY COMMENT	NIE NETWORKS' RESPONSE
<p>As a final wrap up I would like to pose the additional questions:-</p> <ul style="list-style-type: none"> • Are the current arrangements not working? • Please confirm how long these proposed updates/ changes have been under development? • Has there been a period of project trials for the entire process from start to finish, or have these proposals been put together at desktop level? • Is this a permanent proposal or trial? • What is the cost implications associated with the proposals? • Are staff to be transferred back to NIE Networks given some of their roles are reverting back to NIE Networks? • Is there a reason why these proposals have not been put forward for public consultation on the UREGNI website? 	<p><i>Are the current arrangements not working?</i></p> <p>As stated in Section 1, The TIA processes are operating efficiently but further development of the TIA could improve the understanding and the transparency of the pre-construction roles and responsibilities being undertaken by each Party.</p> <p><i>Please confirm how long these proposed updates/ changes have been under development?</i></p> <p>The development of these proposed amendments commenced in November 2019.</p> <p><i>Has there been a period of project trials for the entire process from start to finish, or have these proposals been put together at desktop level?</i></p> <p>Throughout the process of developing these proposed amendments NIE Networks has considered how they would be applied to current projects.</p> <p><i>Is this a permanent proposal or trial?</i></p> <p>The TIA is always kept under review and further amendments cannot be ruled out.</p> <p><i>What is the cost implications associated with the proposals?</i></p> <p>Please refer to Paragraph 11 in Section A.</p> <p><i>Are staff to be transferred back to NIE Networks given some of their roles are reverting back to NIE Networks?</i></p> <p>NIE Networks does not believe that a clarification of the arrangements already in place between NIE Networks and SONI as described in the revised TIA should result in a transfer of employment from SONI to NIE Networks.</p> <p><i>Is there a reason why these proposals have not been put forward for public consultation on the UREGNI website?</i></p> <p>NIE Networks is following the amendment process set out in the TIA.</p>

4. NIE Networks' Recommendations and Conclusions

NIE Networks has carefully considered all the responses received during the consultation period and has responded in Section 3.2 of this report to the views expressed.

NIE Networks remains of the view that these proposed amendments should be implemented for the reasons set out in paragraph 5 above, that the proposed amendments would improve the clarity of the TIA, leading to more efficient discharge of the Parties' obligations under the Order, the Energy Order, the SEM Order and their respective licences. Since transmission planning and development are not defined terms in the TIA it is important that the TIA clearly defines the activities which make up those terms to ensure continued licence compliance.

5. SONI's Recommendations and Conclusions

SONI has carefully considered all the responses received during the consultation period.

SONI remains of the view that the proposed amendments set out within this report should be implemented.

Annex 1 – Proposed Amendments to Section C

Section C **Transmission Planning, Development and Construction**

1 Introduction

1.1 This Section C deals with the co-ordinated planning, ~~and~~ development and construction of the **Transmission System** and, where required, the co-ordinated planning and development of both the **Transmission System** and the **RoI Transmission System** ~~on a co-ordinated basis~~, and sets out:

- 1.1.1 the process for SONI and NIE Networks to produce and implement the **Annual Planning Programme**;
- 1.1.2 the process for SONI to produce the **Transmission Network Annual Report**;
- 1.1.3 the process for SONI and NIE Networks to produce and implement the **Transmission Development Programme**;
- 1.1.4 the process for SONI to produce, with NIE Networks' assistance ~~where required~~, the **Transmission Investment Plan**;
- 1.1.5 arrangements with **Users** concerning **Modifications**;
- 1.1.6 the process for eConsents and Land Rights;
- 1.1.7 the process for SONI to produce and provide to NIE Networks a **Functional Specification** in respect of projects to be developed in more detail;
- 1.1.8 the process for NIE Networks to produce and provide to SONI a **Design Specification** in respect of projects for which it has received a **Functional Specification**; and
- 1.1.9 the process for SONI to produce and provide to NIE Networks a **Transmission Project Instruction** in respect of projects to be implemented and for both **Parties** to enter into a **Transmission Project Agreement** and/or to amend a **Construction Agreement**.

2 Transmission Planning and Development

2.1 SONI agrees to carry out transmission planning ~~plan the development of the~~ **Transmission System** in accordance with its **Transmission Licence** and this **TIA**, subject to any **Transmission Derogations** from time to time.

2.2.2 NIE Networks agrees to carry out transmission development in accordance with its **Transmission Licence** and this **TIA**, subject to any direction issued by the **Authority** under condition 19, paragraph 3 of its **Transmission Licence** relieving NIE Networks of its obligation.

2.2.3 SONI shall ensure that the **RoI TSO** plans and develops the **RoI Transmission System** in a manner co-ordinated with the planning and development of the **Transmission System**.

3 Annual Planning Programme

- 3.1 NIE Networks and SONI shall agree by the end of September each year a programme of activities ("**Annual Planning Programme**") required to be undertaken by both **Parties** to support SONI's annual assessment of the compliance of the **Transmission System** with the relevant sections of the **Transmission and Distribution System Security and Planning Standards**. Any failure to agree the **Annual Planning Programme** may be referred by either **Party** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 3.2 In the event that NIE Networks and SONI fail to agree the **Annual Planning Programme**, or any part thereof, then, subject to determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 3.1, both **Parties** shall carry out such activities as are contained in the **Annual Planning Programme** as specified by SONI.
- 3.3 The **Annual Planning Programme** shall set out the timescales for, among other things, the following exchanges of data:
- 3.3.1 NIE Networks to provide to SONI any new and any updated **System Data** relating to the **Transmission System**, provided in a format suitable for the agreed simulation software;
- 3.3.2 NIE Networks to provide to SONI a draft **Asset Replacement Plan** in respect of the current and each of the following nine **Financial Years**;
- 3.3.3 NIE Networks to provide to SONI additional data to that supplied under the **Grid Code** relating to the planning or operation of the **Distribution System** where such data is reasonably required by SONI in producing the **Transmission Investment Plan**;
- 3.3.4 SONI to provide to NIE Networks the **Transmission Network Annual Report**;
- 3.3.5 SONI to provide to NIE Networks draft high-level proposals for Changes development of the **Transmission System**; and
- 3.3.6 SONI to provide to NIE Networks a draft **Transmission Investment Plan**.
- 3.4 Each **Party** shall carry out such activities as are specified in relation to it in the **Annual Planning Programme**.

4 Transmission Network Annual Report

- 4.1 SONI shall make use of the data and information provided by NIE Networks pursuant to sub-paragraphs 3.3.1 to 3.3.3 in assessing the compliance of the **Transmission System** with the relevant sections of the **Transmission and Distribution System Security and Planning Standards** in the current and each of the following nine **Financial Years** and shall, in accordance with the **Annual Planning Programme**, document:
- 4.1.1 details of any potential non-compliances predicted to occur in that same period; and
- 4.1.2 likely requirements to replace any **Plant** or **Apparatus** due to the predicted condition or performance of that **Plant** or **Apparatus** in that same period,

which together is referred to as the "**Transmission Network Annual Report**."

5 Transmission Development Programme

- 5.1 NIE Networks and SONI shall jointly review the "**Transmission Network Annual Report**" and shall agree as soon as reasonably practicable the "**Transmission Development Programme**" which shall set out the timescales for the assessment of the potential non-compliances and asset replacement requirements.
- 5.2 Any failure to agree the "**Transmission Development Programme**" may be referred by either **Party** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 5.3 In the event that NIE Networks and SONI fail to agree the "**Transmission Development Programme**", or any part thereof, then, subject to determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 5.2, SONI shall adopt a "**Transmission Development Programme**" that it deems appropriate.

6 Co-ordination of Transmission Planning and Development

6.1 NIE Networks and SONI shall:

- 6.1.1 co-operate and assist each other and, where appropriate, each co-operate with and assist the **RoI TSO**, in the development and implementation of the **Transmission Investment Plan**, including those aspects of the plan which relate to the co-ordinated planning and development of both the **Transmission System** and the **RoI Transmission System**; and
- 6.1.2 meet with each other and, when appropriate, each meet with the **RoI TSO**, from time to time (including by telephone if the **Parties** so agree) to agree arrangements to facilitate such development and implementation.

6.7 Transmission Investment Plan

- 6.7.1 In accordance with the provisions of this Section C, SONI shall, in accordance with the "**Transmission Development Programme**" develop and maintain a **Transmission Investment Plan** in respect of the current and each of the following nine **Financial Years**.
- 6.7.2 NIE Networks shall provide such assistance as may be reasonably required by SONI in developing and maintaining the **Transmission Investment Plan**.
- 6.7.3 SONI shall update the **Transmission Investment Plan** from time to time to reflect the best and most current information available to it and so that it contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant **Financial Year**:
- 6.7.3.1 a description of any proposed **Change(s)** to the **Transmission System**;
- 6.7.3.2 a description of the effect on the **Normal Capability Levels** to be brought about by the implementation of such **Changes**;
- 6.7.3.3 a high-level specification of the works required to give effect to the proposed **Changes** under sub-paragraph 6.7.3.1 above (here referred to as the "**Planned Works**") and the likely material effect of such **Planned Works** on **Users**;

~~6.3.47.3.4~~ an indication of any works which a **User** may have to carry out as a result of any proposed **Change** to a **Connection Site**; and

~~6.3.57.3.5~~ an indication of any **Outages** (in reasonable but not excessive detail) likely to be required to give effect to the **Planned Works**.

~~6.47.4~~ SONI shall ensure that, to the extent that it is reasonable and appropriate to do so, NIE Networks is provided with the most up-to-date version of the **Transmission Investment Plan** and in each case shall clearly identify those changes made to each **Transmission Investment Plan** since the last version provided.

~~6.57.5~~ For the avoidance of doubt, SONI may change any part of the **Transmission Investment Plan** provided that SONI provides an updated version of the **Transmission Investment Plan** to NIE Networks in accordance with sub-paragraph ~~67.4~~.

~~6.67.6~~ NIE Networks may at any time submit to SONI a request ("**Planning Request**") for a change to the **Transmission Investment Plan**. Each **Planning Request** shall:

~~6.6.17.6.1~~ contain a description of the requested change (in reasonable but not excessive detail) and the reason for the **Planning Request**; and

~~6.6.27.6.2~~ be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such change.

~~6.77.7~~ Where SONI receives a **Planning Request** under sub-paragraph ~~67.6~~, SONI shall as soon as reasonably practicable:

~~6.7.17.7.1~~ notify NIE Networks whether or not it intends to update the **Transmission Investment Plan**;

~~6.7.27.7.2~~ where relevant, notify NIE Networks how it intends to update the **Transmission Investment Plan**, and

~~6.7.37.7.3~~ where relevant, update the **Transmission Investment Plan**.

~~6.87.8~~ NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:

~~6.8.17.8.1~~ any notice issued under sub-paragraph ~~67.7~~ in response to a **Planning Request**; or

~~6.8.27.8.2~~ any failure by SONI to respond to a **Planning Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the **Planning Request**.

~~6.97.9~~ The **Transmission Investment Plan** shall be developed and implemented as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph ~~67.8~~.

~~78~~ **Arrangements with Users concerning Modifications (including Replacement of Assets)**

~~7.18.1~~ SONI shall identify those **Planned Works** which will require arrangements to be made between SONI and **Users** in relation to a **Modification** (including, for the avoidance of

doubt, any **Replacement of Assets**) and, taking into account the point in time at which SONI was first made aware of **Planned Works**, shall:

~~7.1.18.1.1~~ take all reasonably practicable steps to make such arrangements within the time required to enable NIE Networks to undertake the **Planned Works** in accordance with SONI's **Transmission Investment Plan**; and

~~7.1.28.1.2~~ promptly notify NIE Networks of any such **Modification** and keep it informed of SONI's progress in making such arrangements (including, without limitation, notifying it of any determination by the **Authority** in relation to a dispute between SONI and a **User** which is relevant to such **Planned Works**).

~~7.28.2~~ Subject to sub-paragraph ~~78.5~~, where SONI identifies that **Planned Works** proposed by NIE Networks constitute a **Modification** and require arrangements to be made with a **User**, NIE Networks shall not undertake such **Modification** otherwise than in accordance with the provisions of this Section C, and any relevant **Construction Agreement**.

~~7.38.3~~ NIE Networks shall comply with any reasonable request from SONI for such assistance or further information as SONI requires in connection with identifying or making arrangements with **Users** pursuant to sub-paragraph ~~78.1~~.

~~7.48.4~~ For the avoidance of doubt, and subject to sub-paragraph ~~78.5~~, NIE Networks shall not undertake any **Modification** unless and until SONI has notified NIE Networks that SONI has either agreed such **Modification** with the affected **User** or that any dispute between SONI and the **User** in relation to such **Modification** has been determined by the **Authority**.

~~7.58.5~~ NIE Networks shall take all reasonable steps to avoid exercising its rights pursuant to this sub-paragraph ~~78.5~~ but, in the event that it has reasonable grounds to believe, given its **Transmission Licence** and statutory duties, that a **Transmission Connection Asset** should be replaced prior to notice being received pursuant to sub-paragraph ~~78.4~~, NIE Networks shall consult with SONI as far as reasonably practicable but shall be entitled to replace such **Transmission Connection Asset**.

89 Consents and Land Rights

~~9.1~~ Where **Planned Works**, as required by a Preferred Transmission Reinforcement Option, require the installation and retention of **Plant** and **Apparatus** and where such Planned Works require Consents and/or Land Rights (other than where such **Planned Works** are identified in the **Asset Replacement Plan** provided by NIE Networks pursuant to sub-~~paragraph~~clause 3.3.2 of this Section C or as otherwise agreed) SONI shall have responsibility for the following activities:

Consents

~~1.1.1~~ ~~cable/line route and substation site selection including the identification of alternative routes and sites provided that NIE Networks shall assist SONI by providing information reasonably required by SONI where such information is in the possession of NIE Networks and relevant to the Planned Works;~~

~~8.1.19.1.1~~ preparation and submission of ~~any~~ applications for planning permission if required together with all engagement and discussion with the relevant planning authority and other government agencies regarding the application;

~~8.1.29.1.2~~ preparation and collation of all documentation, including design drawings and documentation prepared by NIE Networks, required to support a planning application, including without limitation any **Environmental Impact Assessment** required, subject to NIE Networks providing SONI with all required information in accordance with sub-paragraph ~~clause 8.1.1.1 and clause 8.4~~ of this Section C;

~~8.1.39.1.3~~ procurement of all consultants reasonably required by SONI to assist in the preparation of the SONI documentation referred to in sub-paragraphs 9.1.1(b) and 9.1.2(e) above;

9.1.4 managing, attending and arranging representation at oral hearings, planning appeals and other legal processes with respect to sub-paragraphs 9.1.1(b) and (e)9.1.2 above, provided that NIE Networks shall provide such NIE Networks personnel, or its consultants, as may be reasonably required to give evidence;

Land Rights

~~8.1.49.1.5~~ the preparation and delivery of such survey notices or other statutory notices as may be required to be provided to the landowner in advance of the acquisition of Land Rights and construction;

~~8.1.59.1.6~~ the acquisition (whether by agreement or by use of compulsory powers) of any wayleaves, easements, access rights, land options, leases and other legal rights required for the installation and retention of the **Plant** and **Apparatus** by NIE Networks as the asset owner;

~~8.1.69.1.7~~ all landowner and community stakeholder engagement with regard to the matters referred to in this sub-paragraph 89.1.

~~8.29.2~~ In undertaking the activities referred to in sub-paragraph 89.1 SONI shall:

~~8.2.19.2.1~~ ensure that it protects the legitimate interests of NIE Networks as owner of the **Plant** and **Apparatus** once constructed;

~~8.2.29.2.2~~ co-operate with NIE Networks in the development and maintenance of agreed legal documentation relevant to sub-paragraph 89.1.67 (including without limitation any voluntary wayleave, easement, lease agreement, access agreement or option agreement) and other codes of practice, policies and standards which either party may propose with respect to the activities in sub-paragraph 89.1 so as to reflect best practice in relation to corporate governance;

~~8.2.39.2.3~~ comply with such codes of practice, policies and standards developed in accordance with sub-paragraph 89.2.2; and

~~8.2.49.2.4~~ co-operate with NIE Networks in relation to an agreed process for the outsourcing of legal services in relation to any agreement referred to in sub-paragraph 89.1.67;

~~8.2.59.2.5~~ provide such information to NIE Networks as it may reasonably require regarding the progress of the activities and indicative timescales for completion; and

~~8.2.69.2.6~~ not assign or transfer the undertaking of the activities referred to in sub-paragraph 89.1.67 above to any third party without providing **5 Business Days'**

notice in writing to NIE Networks and subject to NIE Networks' approval, which shall not be unreasonably withheld.

~~8.39.3~~ In so far as it may be necessary for SONI to acquire the rights referred to in ~~sub-paragraph 89.1.67~~ by the use of compulsory powers under the ~~Electricity (NI) Order 1992~~ Order (as amended), NIE Networks hereby authorises SONI to submit such applications as may be required for the benefit of NIE Networks to the extent that SONI is legally entitled to do so. If such applications can only be made by NIE Networks these will be prepared by SONI and signed and submitted by NIE Networks. Following submission SONI will assume responsibility for management and conduct of all oral hearings convened to determine the application. Where a right of access to land is obtained in the name of NIE Networks by the use of compulsory powers NIE Networks hereby authorises SONI and its agents to exercise such rights of access prior to construction, subject to compliance by SONI with ~~sub-paragraph 89.2~~.

~~8.49.4~~ NIE Networks acknowledges that some of the activities and obligations on SONI referred to in ~~sub-paragraphs 89.1 and 89.2~~ are dependent on the timely delivery by NIE Networks of documentation, data and other information to SONI. NIE Networks shall use all reasonable endeavours to ensure that the timescales for the construction of **Planned Works** are not adversely affected by a delay on the part of NIE Networks (for reasons within its reasonable control) in the delivery of the documentation, data and other information referred to.

910 Pre-Construction Activities

~~9.410.1~~ Paragraphs 10, 11, ~~and 12~~ and 13 of this Section C set out the high-level process for SONI and NIE Networks to co-operate in the pre-construction activities required to take a project identified in the Transmission Development Programme ("Transmission Reinforcement Project") from the conceptual stage through to the point where the project is ready for construction.

~~9.2~~ ~~The process shall include projects defined in a Transmission Project Agreement arising out of the annual assessment of the network as set out in paragraphs 3, 4, 5 and 6 of this Section C.~~

~~9.310.2~~ SONI and NIE Networks recognise that the overall process is iterative in nature and agree that this TIA cannot be definitive in all aspects in all cases.

~~9.410.3~~ While there must remain a degree of flexibility, the process referred to in set out in sub-paragraphs 10.1, 11 and 12 has four main stages:

~~10.3.1~~ SONI and NIE Networks to develop the design of the Transmission Reinforcement Project ~~project to the level required for the purpose of obtaining all necessary eConsents with NIE Networks providing all asset related technical and engineering designs with assistance as may be required from time to time by NIE Networks;~~ In cases where no Consents are required, SONI and NIE Networks shall develop the design of the Transmission Reinforcement Project to the point where SONI can produce a Functional Specification;

~~9.410.3.2~~ SONI to develop a **Functional Specification** which defines the Transmission Reinforcement Project ~~project~~ parameters and performance characteristics;

~~1.1.21.1.1~~ ~~SONI to develop the design of the project to the level required for the purpose of obtaining all necessary consents with assistance as may be required from time to time by NIE Networks;~~

~~9.4.210.3.3~~ Following receipt of a **Functional Specification** ~~planning consents from~~ by SONI, NIE Networks to develop and provide to SONI a **Design Specification** ~~confirming any outstanding design, costing and programming and enables the development of specifications and procurement documentation;~~ and

~~9.4.310.3.4~~ SONI to develop and provide to NIE Networks an **Transmission Project Instruction** ~~instruction to proceed with the project~~, setting out the agreed designs, timescales and any consenting details.

~~9.510.4~~ Within this process, SONI and NIE Networks will co-operate and assist each other to the extent required, ensuring that the **Transmission Reinforcement Project** ~~project~~ is executed in an efficient, economic and co-ordinated manner. SONI shall at all times have regard to and seek to protect the legitimate interests of NIE Networks as the owner of the **Plant** and **Apparatus** once constructed.

~~9.610.5~~ Each **Party** recognises that there will be occasions where the **Functional Specification**, the **Design Specification** or the **Transmission Project Instruction** ~~instruction to proceed~~ may need to be updated after being issued to take account of new information available and that such updates may have a consequential effect on other exchanges of information, which may also require updates. Under these circumstances the **Parties** agree that it would be appropriate to provide such updates and that such updates:

~~9.6.110.5.1~~ must be provided to the other **Party** as soon as reasonably practicable; and

10.5.2 shall clearly identify changes from the previous version provided.

10.6 The **Parties** shall undertake their pre-construction roles and responsibilities in accordance with sub-paragraphs 10.6.1 – 10.6.3 below, as appropriate to the **Transmission Reinforcement Project**. Where a **Party** has a defined decision-making responsibility, the other **Party** will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required.

10.6.1 NIE Networks shall be responsible for developing and maintaining all **Asset Related Policies**. SONI has the right to review and make representations on NIE Networks' **Asset Related Policies**.

10.6.2 SONI shall be responsible for all transmission planning and feasibility studies, apart from where such studies require an assessment of NIE Networks' **Transmission System** assets in which case NIE Networks, as the asset owner, shall undertake the assessment of the assets.

10.6.3 While NIE Networks and SONI shall jointly undertake the **Option Appraisal, Route Corridor Studies** and develop and optimise the **Route Alignment**, the respective roles of each **Party** in undertaking these activities shall be as follows:

- (i) SONI shall be responsible for identifying the list of technically feasible options (specifying connection points and technology) ("**Transmission Reinforcement Options**") to meet existing or future needs on the **Transmission System** and developing from that list a shortlist of

Transmission Reinforcement Options to be taken forward for further **Option Appraisal**, in each case taking due account of NIE Networks' views. Where SONI's decision(s) is not consistent with NIE Networks' views an explanation of the decision(s) shall be provided to NIE Networks;

- (ii) NIE Networks shall estimate the high-level capital, maintenance and life-cycle capital costs and shall appraise the asset related technical benefits and shortcomings inherent in each **Transmission Reinforcement Option**;
- (iii) SONI shall appraise each **Transmission Reinforcement Option** for operational issues, environmental impact and lifetime operational costs such as losses;
- (iv) To the extent that stakeholder engagement is required in relation to the development of a **Preferred Transmission Reinforcement Option** then this shall be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner, subject to Section C sub-paragraph 9.1. Each **Party's** role in such stakeholder engagement shall be determined by their respective responsibilities under the **TIA**. As a result, at each stage one **Party** may be more involved than the other depending on the nature of the stakeholder engagement required;
- (v) SONI shall be responsible for selecting the **Preferred Transmission Reinforcement Option** to be taken forward for **Route Corridor Studies**, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (vi) SONI shall carry out **Route Corridor Studies** in order to identify potential **Route Corridors** and potential transmission substation site locations within which the **Preferred Transmission Reinforcement Option** could be located, with NIE Networks, as the asset owner, providing support to SONI regarding asset related considerations;
- (vii) SONI shall define the potential **Route Corridors** and potential transmission substation sites, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (viii) SONI shall select the **Preferred Route Corridor** and preferred transmission substation site location(s) taking due account of NIE Networks' input and stakeholder feedback. Where SONI's selection is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (ix) NIE Networks shall develop an initial design for the circuit **Route Alignment**, structure locations and transmission substation conceptual designs within the **Preferred Route Corridor**, and provide the designs to SONI;
- (x) SONI and NIE Networks shall co-operate to optimise the circuit **Route Alignment** and the transmission substation conceptual design; and

(xi) NIE Networks shall select the preferred circuit **Route Alignment**, structure locations and the preferred transmission substation conceptual design taking due account of SONI's views. Where NIE Networks' decision is not consistent with SONI's views an explanation of the decision shall be provided to SONI.

10.11 Functional Specification

~~10.1~~11.1 In accordance with the **Transmission Investment Plan**, SONI shall provide a **Functional Specification** to NIE Networks in respect of each **Transmission Reinforcement Project**~~project~~ which is ready for detailed design development.

~~10.2~~11.2 The **Functional Specification** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 6.

~~10.3~~11.3 NIE Networks may at any time submit to SONI a request for a change to the **Functional Specification** a ("**Functional Specification Change Request**"). Each **Functional Specification Change Request** shall:

~~10.3.1~~11.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and

~~10.3.2~~11.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.

~~10.4~~11.4 Where SONI receives a **Functional Specification Change Request** under sub-paragraph ~~10.1~~11.3, SONI shall as soon as reasonably practicable:

~~10.4.1~~11.4.1 notify NIE Networks whether or not it intends to update the **Functional Specification**;

~~10.4.2~~11.4.2 where relevant, notify NIE Networks how it intends to update the **Functional Specification**, and

~~10.4.3~~11.4.3 where relevant, update the **Functional Specification**.

~~10.5~~11.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:

~~10.5.1~~11.5.1 any notice issued under sub-paragraph ~~8.1~~11.4.1 in response to a **Functional Specification Change Request**; or

~~10.5.2~~11.5.2 any failure by SONI to respond to a **Functional Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

~~10.6~~11.6 The **Functional Specification** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph ~~8.1~~11.5.

11.12 Design Specification

~~11.1~~12.1 In accordance with the **Transmission Investment Plan**, NIE Networks shall produce and provide to SONI a **Design Specification** in respect of each **Transmission**

Reinforcement Projectproject for which SONI has ~~proposed~~provided a **Functional Specification**~~and received planning consents~~.

~~11.2~~12.2 If reasonably requested by SONI, NIE Networks shall provide preliminary design information relating to the **Design Specification** for the purposes of allowing the project to evolve. Once SONI has confirmed that a final **Design Specification** is to be produced this shall be provided by NIE Networks to SONI in accordance with any **Consents** obtained by SONI and shall contain the terms substantially in the form set out in Schedule 7.~~The Design Specification shall be complete and clear in all material respects, shall be in accordance with the planning consents obtained by SONI, and shall contain the terms substantially in the form set out in Schedule 7.~~

~~11.3~~12.3 SONI may at any time submit to NIE Networks a request for a change to the **Design Specification** a ("**Design Specification Change Request**"). Each **Design Specification Change Request** shall:

~~11.3.1~~12.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and

~~11.3.2~~12.3.2 be submitted as soon as reasonably practicable after SONI becomes aware of the need for such a change.

~~11.4~~12.4 Where NIE Networks receives a **Design Specification Change Request** under sub-paragraph ~~9~~12.3, NIE Networks shall as soon as reasonably practicable:

~~11.4.1~~12.4.1 notify SONI whether or not it intends to update the **Design Specification**;

~~11.4.2~~12.4.2 where relevant, notify SONI how it intends to update the **Design Specification**; and

~~11.4.3~~12.4.3 where relevant, update the **Design Specification**.

~~11.5~~12.5 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:

~~11.5.1~~12.5.1 any notice issued under sub-paragraphs ~~11.2~~12.4.1 or ~~12.4~~12.4.2 in response to a **Design Specification Change Request**; or

~~11.5.2~~12.5.2 any failure by NIE Networks to respond to a **Design Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

~~11.6~~12.6 The **Design Specification** shall remain as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph ~~11.2~~12.5.

~~12~~13 **Transmission Project Instruction**

~~12.1~~13.1 In accordance with the Transmission Investment Plan, SONI shall provide a **Transmission Project Instruction** to NIE Networks in respect of each **Preferred Transmission Reinforcement Option**~~project~~ which is ready for delivery.

~~12.2~~13.2 The **Transmission Project Instruction** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 8.

~~12.3~~13.3 NIE Networks may at any time submit to SONI a request for a change to the **Transmission Project Instruction** a ("**Transmission Project Instruction Change Request**"). Each **Transmission Project Instruction Change Request** shall:

~~12.3.1~~13.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and

~~12.3.2~~13.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.

~~12.4~~13.4 Where SONI receives a **Transmission Project Instruction Change Request** under sub-paragraph ~~12.3~~13.3, SONI shall as soon as reasonably practicable:

~~12.4.1~~13.4.1 notify NIE Networks whether or not it intends to update the **Transmission Project Instruction**;

~~12.4.2~~13.4.2 where relevant, notify NIE Networks how it intends to update the **Transmission Project Instruction**; and

~~12.4.3~~13.4.3 where relevant, update the **Transmission Project Instruction**.

~~12.5~~13.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:

~~12.5.1~~13.5.1 any notice issued under sub-paragraphs ~~12.3~~13.3.4.1 or ~~12.3~~13.3.4.2 in response to a **Transmission Project Instruction Change Request**; or

~~12.5.2~~13.5.2 any failure by SONI to respond to a **Transmission Project Instruction Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

~~12.6~~13.6 The **Transmission Project Instruction** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph ~~12.3~~13.3.5.

~~12.7~~13.7 NIE Networks shall give effect to the **Transmission Project Instruction**, notifying SONI of its agreement, and both **Parties** shall promptly, as appropriate:

~~12.7.1~~13.7.1 agree a **Transmission Project Agreement** which shall set out clearly the relevant details of the project to be delivered and other relevant obligations of the **Parties**;

~~12.7.2~~13.7.2 vary a relevant **Construction Agreement**.

~~12.8~~13.8 Where NIE Networks develops the **Transmission System** as a consequence of giving effect to the **Transmission Project Instruction** pursuant to sub-paragraph ~~12.3~~13.3.7, it shall promptly update the:

~~12.8.1~~13.8.1 **Transmission Services Specification** to reflect each variation to the Transmission Services it provides under Section B (including by inserting or amending any applicable **Normal Capability Limits**); and

~~12.8.2~~13.8.2 **Connection Site Specification** to reflect any changes to the **Transmission Connection Assets** or **User Equipment** at a **Connection Site** located on the **Transmission System**.

13.14 Construction

~~13.1~~14.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Planned Works**:

~~13.1.1~~14.1.1 co-operate and assist each other in respect of the **Planned Works**;

~~13.1.2~~14.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Planned Works**; and

~~13.1.3~~14.1.3 meet from time to time to agree arrangements to facilitate such development.

~~13.2~~14.2 Without limitation to sub-paragraph ~~13.4~~14.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of the **Planned Works**.

14.15 Connection Site Specification

~~14.1~~15.1 NIE Networks shall have and maintain, at all times, a specification ("**Connection Site Specification**") which sets out the following information in relation to each **Connection Site** located on its **Transmission System**:

~~14.1.1~~15.1.1 a description of the **Transmission Connection Assets** at the **Connection Site** and a clear identification of the boundary between **Transmission Connection Assets** and **User Equipment**; and

~~14.1.2~~15.1.2 any information reasonably requested by SONI in order to enable SONI to settle or amend its connection agreement with such **User** in respect of the **Connection Site**.

~~14.2~~15.2 Each **Connection Site Specification** shall be as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** ~~pursuant to sub-paragraph 9.2.~~

15.16 NIE Networks Derogated Plant

~~15.1~~16.1 NIE Networks shall, where requested by SONI, use all reasonable endeavours to carry out such **Planned Works** as are necessary to ensure that each item of **Derogated Plant** owned by NIE Networks is brought up to the **Required Standard** applicable to it no later than the **Back Stop Date** applicable to it.

Annex 2 – Proposed Restructuring of Section C

Paragraph	Existing Order of Paragraphs	Paragraph	Proposed Order of Paragraphs
1	Introduction	1	Introduction (re-order bullets in this clause to reflect changes to Section C)
2	Transmission Planning	2	Transmission Planning <u>and Development</u>
3	Annual Planning Programme	3	Annual Planning Programme
4	Transmission Network Annual Report	4	Transmission Network Annual Report
5	Transmission Development Programme	5	Transmission Development Programme
6	Transmission Investment Plan	6	<u>Co-ordination of Transmission Planning and Development</u>
7	Arrangements with Users concerning Modifications (including Replacement of Assets)	7	Transmission Investment Plan
8	Consents	8	Pre-Construction Activities
9	Pre-Construction Activities	9	Functional Specification
10	Functional Specification	10	Design Specification
11	Design Specification	11	Consents <u>and Land Rights</u>
12	Transmission Project Instruction	12	Transmission Project Instruction
13	Construction	13	Construction
14	Connection Site Specification	14	Connection Site Specification
15	NIE Networks Derogated Plant	15	Arrangements with Users concerning Modifications (including Replacement of Assets)
		16	NIE Networks Derogated Plant

Annex 3 – Section C, Clean and Restructured

Section C Transmission Planning, Development and Construction

1 Introduction

- 1.1 This Section C deals with the co-ordinated planning, development and construction of the **Transmission System** and, where required, the co-ordinated planning and development of both the **Transmission System** and the **RoI Transmission System** and sets out:
- 1.1.1 the process for SONI and NIE Networks to produce and implement the **Annual Planning Programme**;
 - 1.1.2 the process for SONI to produce the **Transmission Network Annual Report**;
 - 1.1.3 the process for SONI and NIE Networks to produce and implement the **Transmission Development Programme**;
 - 1.1.4 the process for SONI to produce, with NIE Networks' assistance, the **Transmission Investment Plan**;
 - 1.1.5 the process for SONI to produce and provide to NIE Networks a **Functional Specification** in respect of projects to be developed in more detail;
 - 1.1.6 the process for NIE Networks to produce and provide to SONI a **Design Specification** in respect of projects for which it has received a **Functional Specification**;
 - 1.1.7 the process for **Consents** and **Land Rights**;
 - 1.1.8 the process for SONI to produce and provide to NIE Networks a **Transmission Project Instruction** in respect of projects to be implemented and for both **Parties** to enter into a **Transmission Project Agreement** and/or to amend a **Construction Agreement**; and
 - 1.1.9 arrangements with **Users** concerning **Modifications**.

2 Transmission Planning and Development

- 2.1 SONI agrees to carry out transmission planning in accordance with its **Transmission Licence** and this **TIA**, subject to any **Transmission Derogations** from time to time.
- 2.2 NIE Networks agrees to carry out transmission development in accordance with its **Transmission Licence** and this **TIA**, subject to any direction issued by the **Authority** under condition 19, paragraph 3 of its **Transmission Licence** relieving NIE Networks of its obligation.
- 2.3 SONI shall ensure that the **RoI TSO** plans and develops the **RoI Transmission System** in a manner co-ordinated with the planning and development of the **Transmission System**.

3 Annual Planning Programme

- 3.1 NIE Networks and SONI shall agree by the end of September each year a programme of activities ("**Annual Planning Programme**") required to be undertaken by both **Parties** to support SONI's annual assessment of the compliance of the **Transmission System** with the relevant sections of the **Transmission and Distribution System Security and Planning Standards**. Any failure to agree the **Annual Planning Programme** may be

referred by either **Party** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

- 3.2 In the event that NIE Networks and SONI fail to agree the **Annual Planning Programme**, or any part thereof, then, subject to determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 3.1, both **Parties** shall carry out such activities as are contained in the **Annual Planning Programme** as specified by SONI.
- 3.3 The **Annual Planning Programme** shall set out the timescales for, among other things, the following exchanges of data:
 - 3.3.1 NIE Networks to provide to SONI any new and any updated **System Data** relating to the **Transmission System**, provided in a format suitable for the agreed simulation software;
 - 3.3.2 NIE Networks to provide to SONI a draft **Asset Replacement Plan** in respect of the current and each of the following nine **Financial Years**;
 - 3.3.3 NIE Networks to provide to SONI additional data to that supplied under the **Grid Code** relating to the planning or operation of the **Distribution System** where such data is reasonably required by SONI in producing the **Transmission Investment Plan**;
 - 3.3.4 SONI to provide to NIE Networks the **Transmission Network Annual Report**;
 - 3.3.5 SONI to provide to NIE Networks draft high-level proposals for **Changes** to the **Transmission System**; and
 - 3.3.6 SONI to provide to NIE Networks a draft **Transmission Investment Plan**.
- 3.4 Each **Party** shall carry out such activities as are specified in relation to it in the **Annual Planning Programme**.

4 Transmission Network Annual Report

- 4.1 SONI shall make use of the data and information provided by NIE Networks pursuant to sub-paragraphs 3.3.1 to 3.3.3 in assessing the compliance of the **Transmission System** with the relevant sections of the **Transmission and Distribution System Security and Planning Standards** in the current and each of the following nine **Financial Years** and shall, in accordance with the **Annual Planning Programme**, document:
 - 4.1.1 details of any potential non-compliances predicted to occur in that same period; and
 - 4.1.2 likely requirements to replace any **Plant** or **Apparatus** due to the predicted condition or performance of that **Plant** or **Apparatus** in that same period,

which together is referred to as the "**Transmission Network Annual Report**."

5 Transmission Development Programme

- 5.1 NIE Networks and SONI shall jointly review the "**Transmission Network Annual Report**" and shall agree as soon as reasonably practicable the "**Transmission Development Programme**" which shall set out the timescales for the assessment of the potential non-compliances and asset replacement requirements.

- 5.2 Any failure to agree the "**Transmission Development Programme**" may be referred by either **Party** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 5.3 In the event that NIE Networks and SONI fail to agree the "**Transmission Development Programme**", or any part thereof, then, subject to determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 5.2, SONI shall adopt a "**Transmission Development Programme**" that it deems appropriate.
- 6 Co-ordination of Transmission Planning and Development**
- 6.1 NIE Networks and SONI shall:
- 6.1.1 co-operate and assist each other and, where appropriate, each co-operate with and assist the **RoI TSO**, in the development and implementation of the **Transmission Investment Plan**, including those aspects of the plan which relate to the co-ordinated planning and development of both the **Transmission System** and the **RoI Transmission System**; and
- 6.1.2 meet with each other and, when appropriate, each meet with the **RoI TSO**, from time to time (including by telephone if the **Parties** so agree) to agree arrangements to facilitate such development and implementation.
- 7 Transmission Investment Plan**
- 7.1 In accordance with the provisions of this Section C, SONI shall, in accordance with the "**Transmission Development Programme**" develop and maintain a **Transmission Investment Plan** in respect of the current and each of the following nine **Financial Years**.
- 7.2 NIE Networks shall provide such assistance as may be reasonably required by SONI in developing and maintaining the **Transmission Investment Plan**.
- 7.3 SONI shall update the **Transmission Investment Plan** from time to time to reflect the best and most current information available to it and so that it contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant **Financial Year**:
- 7.3.1 a description of any proposed **Change(s)** to the **Transmission System**;
- 7.3.2 a description of the effect on the **Normal Capability Levels** to be brought about by the implementation of such **Changes**;
- 7.3.3 a high-level specification of the works required to give effect to the proposed **Changes** under sub-paragraph 7.3.1 above (here referred to as the "**Planned Works**") and the likely material effect of such **Planned Works** on **Users**;
- 7.3.4 an indication of any works which a **User** may have to carry out as a result of any proposed **Change** to a **Connection Site**; and
- 7.3.5 an indication of any **Outages** (in reasonable but not excessive detail) likely to be required to give effect to the **Planned Works**.
- 7.4 SONI shall ensure that, to the extent that it is reasonable and appropriate to do so, NIE Networks is provided with the most up-to-date version of the **Transmission Investment Plan** and in each case shall clearly identify those changes made to each **Transmission Investment Plan** since the last version provided.

- 7.5 For the avoidance of doubt, SONI may change any part of the **Transmission Investment Plan** provided that SONI provides an updated version of the **Transmission Investment Plan** to NIE Networks in accordance with sub-paragraph 7.4.
- 7.6 NIE Networks may at any time submit to SONI a request ("**Planning Request**") for a change to the **Transmission Investment Plan**. Each **Planning Request** shall:
- 7.6.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the **Planning Request**; and
 - 7.6.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such change.
- 7.7 Where SONI receives a **Planning Request** under sub-paragraph 7.6, SONI shall as soon as reasonably practicable:
- 7.7.1 notify NIE Networks whether or not it intends to update the **Transmission Investment Plan**;
 - 7.7.2 where relevant, notify NIE Networks how it intends to update the **Transmission Investment Plan**; and
 - 7.7.3 where relevant, update the **Transmission Investment Plan**.
- 7.8 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 7.8.1 any notice issued under sub-paragraph 7.7 in response to a **Planning Request**; or
 - 7.8.2 any failure by SONI to respond to a **Planning Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the **Planning Request**.
- 7.9 The **Transmission Investment Plan** shall be developed and implemented as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 7.8.

8 Pre-Construction Activities

- 8.1 Paragraphs 8, 9, 10, and 12 of this Section C set out the high-level process for SONI and NIE Networks to co-operate in the pre-construction activities required to take a project identified in the **Transmission Development Programme** ("**Transmission Reinforcement Project**") from the conceptual stage through to the point where the project is ready for construction.
- 8.2 SONI and NIE Networks recognise that the overall process is iterative in nature and agree that this TIA cannot be definitive in all aspects in all cases.
- 8.3 While there must remain a degree of flexibility, the process referred to in sub-paragraph 8.1 has four main stages:
- 8.3.1 SONI and NIE Networks to develop the design of the **Transmission Reinforcement Project** to the level required for the purpose of obtaining all necessary **Consents** with NIE Networks providing all asset related technical and engineering designs. In cases where no **Consents** are required, SONI and NIE

- Networks shall develop the design of the **Transmission Reinforcement Project** to the point where SONI can produce a **Functional Specification**;
- 8.3.2 SONI to develop a **Functional Specification** which defines the **Transmission Reinforcement Project** parameters and performance characteristics;
 - 8.3.3 Following receipt of a **Functional Specification** from SONI, NIE Networks to develop and provide to SONI a **Design Specification**; and
 - 8.3.4 SONI to develop and provide to NIE Networks a **Transmission Project Instruction**, setting out the agreed designs, timescales and any consenting details.
- 8.4 Within this process, SONI and NIE Networks will co-operate and assist each other to the extent required, ensuring that the **Transmission Reinforcement Project** is executed in an efficient, economic and co-ordinated manner. SONI shall at all times have regard to and seek to protect the legitimate interests of NIE Networks as the owner of the **Plant** and **Apparatus** once constructed.
- 8.5 Each **Party** recognises that there will be occasions where the **Functional Specification**, the **Design Specification** or the **Transmission Project Instruction** may need to be updated after being issued to take account of new information available and that such updates may have a consequential effect on other exchanges of information, which may also require updates. Under these circumstances the **Parties** agree that it would be appropriate to provide such updates and that such updates:
- 8.5.1 must be provided to the other **Party** as soon as reasonably practicable; and
 - 8.5.2 shall clearly identify changes from the previous version provided.
- 8.6 The **Parties** shall undertake their pre-construction roles and responsibilities in accordance with sub-paragraphs 8.6.1 – 8.6.3 below, as appropriate to the **Transmission Reinforcement Project**. Where a **Party** has a defined decision-making responsibility, the other **Party** will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required.
- 8.6.1 NIE Networks shall be responsible for developing and maintaining all **Asset Related Policies**. SONI has the right to review and make representations on NIE Networks' **Asset Related Policies**.
 - 8.6.2 SONI shall be responsible for all transmission planning and feasibility studies, apart from where such studies require an assessment of NIE Networks' **Transmission System** assets in which case NIE Networks, as the asset owner, shall undertake the assessment of the assets.
 - 8.6.3 While NIE Networks and SONI shall jointly undertake the **Option Appraisal, Route Corridor Studies** and develop and optimise the **Route Alignment**, the respective roles of each **Party** in undertaking these activities shall be as follows:
 - (i) SONI shall be responsible for identifying the list of technically feasible options (specifying connection points and technology) ("**Transmission Reinforcement Options**") to meet existing or future needs on the **Transmission System** and developing from that list a shortlist of **Transmission Reinforcement Options** to be taken forward for further **Option Appraisal**, in each case taking due account of NIE Networks' views. Where SONI's decision(s) is not consistent with NIE Networks'

views an explanation of the decision(s) shall be provided to NIE Networks;

- (ii) NIE Networks shall estimate the high-level capital, maintenance and life-cycle capital costs and shall appraise the asset related technical benefits and shortcomings inherent in each **Transmission Reinforcement Option**;
- (iii) SONI shall appraise each **Transmission Reinforcement Option** for operational issues, environmental impact and lifetime operational costs such as losses;
- (iv) To the extent that stakeholder engagement is required in relation to the development of a **Preferred Transmission Reinforcement Option** then this shall be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner, subject to Section C sub-paragraph 11.1. Each **Party's** role in such stakeholder engagement shall be determined by their respective responsibilities under the TIA. As a result, at each stage one **Party** may be more involved than the other depending on the nature of the stakeholder engagement required;
- (v) SONI shall be responsible for selecting the **Preferred Transmission Reinforcement Option** to be taken forward for **Route Corridor Studies**, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (vi) SONI shall carry out the **Route Corridor Studies** in order to identify potential **Route Corridors** and potential transmission substation site locations within which the **Preferred Transmission Reinforcement Option** could be located, with NIE Networks, as the asset owner, providing support to SONI regarding asset related considerations;
- (vii) SONI shall define the potential **Route Corridors** and potential transmission substation sites, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (viii) SONI shall select the **Preferred Route Corridor** and preferred transmission substation site location(s) taking due account of NIE Networks' input and stakeholder feedback. Where SONI's selection is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (ix) NIE Networks shall develop an initial design for the circuit **Route Alignment**, structure locations and transmission substation conceptual designs within the **Preferred Route Corridor**, and provide the designs to SONI;
- (x) SONI and NIE Networks shall co-operate to optimise the circuit **Route Alignment** and the transmission substation conceptual design; and
- (xi) NIE Networks shall select the preferred circuit **Route Alignment**, structure locations and the preferred transmission substation conceptual design taking due account of SONI's views. Where NIE Networks' decision is not consistent with SONI's views an explanation of the decision shall be provided to SONI.

- 9.1 In accordance with the **Transmission Investment Plan**, SONI shall provide a **Functional Specification** to NIE Networks in respect of each **Transmission Reinforcement Project** which is ready for detailed design development.
- 9.2 The **Functional Specification** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 6.
- 9.3 NIE Networks may at any time submit to SONI a request for a change to the **Functional Specification** a ("**Functional Specification Change Request**"). Each **Functional Specification Change Request** shall:
- 9.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 9.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 9.4 Where SONI receives a **Functional Specification Change Request** under sub-paragraph 9.3, SONI shall as soon as reasonably practicable:
- 9.4.1 notify NIE Networks whether or not it intends to update the **Functional Specification**;
 - 9.4.2 where relevant, notify NIE Networks how it intends to update the **Functional Specification**; and
 - 9.4.3 where relevant, update the **Functional Specification**.
- 9.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 9.5.1 any notice issued under sub-paragraph 9.4.1 in response to a **Functional Specification Change Request**; or
 - 9.5.2 any failure by SONI to respond to a **Functional Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 9.6 The **Functional Specification** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 9.5.

10 Design Specification

- 10.1 In accordance with the **Transmission Investment Plan**, NIE Networks shall produce and provide to SONI a **Design Specification** in respect of each **Transmission Reinforcement Project** for which SONI has provided a **Functional Specification**.
- 10.2 If reasonably requested by SONI, NIE Networks shall provide preliminary design information relating to the **Design Specification** for the purposes of allowing the project to evolve. Once SONI has confirmed that a final **Design Specification** is to be produced this shall be provided by NIE Networks to SONI in accordance with any **Consents** obtained by SONI and shall contain the terms substantially in the form set out in Schedule 7.

- 10.3 SONI may at any time submit to NIE Networks a request for a change to the **Design Specification** a ("**Design Specification Change Request**"). Each **Design Specification Change Request** shall:
- 10.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 10.3.2 be submitted as soon as reasonably practicable after SONI becomes aware of the need for such a change.
- 10.4 Where NIE Networks receives a **Design Specification Change Request** under sub-paragraph 10.3, NIE Networks shall as soon as reasonably practicable:
- 10.4.1 notify SONI whether or not it intends to update the **Design Specification**;
 - 10.4.2 where relevant, notify SONI how it intends to update the **Design Specification**; and
 - 10.4.3 where relevant, update the **Design Specification**.
- 10.5 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 10.5.1 any notice issued under sub-paragraphs 10.4.1 or 10.4.2 in response to a **Design Specification Change Request**; or
 - 10.5.2 any failure by NIE Networks to respond to a **Design Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 10.6 The **Design Specification** shall remain as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 10.5.

11 Consents and Land Rights

- 11.1 Where **Planned Works**, as required by a **Preferred Transmission Reinforcement Option**, require the installation and retention of **Plant** and **Apparatus** and where such **Planned Works** require **Consents** and/or **Land Rights** (other than where such **Planned Works** are identified in the **Asset Replacement Plan** provided by NIE Networks pursuant to sub-paragraph 3.3.2 of this Section C or as otherwise agreed) SONI shall have responsibility for the following activities:

Consents

- 11.1.1 preparation and submission of applications for planning permission if required together with all engagement and discussion with the relevant planning authority and other government agencies regarding the application;
- 11.1.2 preparation and collation of all documentation, including design drawings and documentation prepared by NIE Networks, required to support a planning application, including without limitation any **Environmental Impact Assessment** required, subject to NIE Networks providing SONI with all required information in accordance with sub-paragraph 11.4 of this Section C;

- 11.1.3 procurement of all consultants reasonably required by SONI to assist in the preparation of the SONI documentation referred to in sub-paragraphs 11.1.1 and 11.1.2 above;
- 11.1.4 managing, attending and arranging representation at oral hearings, planning appeals and other legal processes with respect to sub-paragraphs 11.1.1 and 11.1.2 above, provided that NIE Networks shall provide such NIE Networks personnel, or its consultants, as may be reasonably required to give evidence;

Land Rights

- 11.1.5 the preparation and delivery of such survey notices or other statutory notices as may be required to be provided to the landowner in advance of the acquisition of **Land Rights** and construction;
 - 11.1.6 the acquisition (whether by agreement or by use of compulsory powers) of any wayleaves, easements, access rights, land options, leases and other legal rights required for the installation and retention of the **Plant** and **Apparatus** by NIE Networks as the asset owner; and
 - 11.1.7 all landowner and community stakeholder engagement with regard to the matters referred to in this sub-paragraph 11.1.
- 11.2 In undertaking the activities referred to in sub-paragraph 11.1 SONI shall:
- 11.2.1 ensure that it protects the legitimate interests of NIE Networks as owner of the **Plant** and **Apparatus** once constructed;
 - 11.2.2 co-operate with NIE Networks in the development and maintenance of agreed legal documentation relevant to sub-paragraph 11.1.6 (including without limitation any voluntary wayleave, easement, lease agreement, access agreement or option agreement) and other codes of practice, policies and standards which either party may propose with respect to the activities in sub-paragraph 11.1 so as to reflect best practice in relation to corporate governance;
 - 11.2.3 comply with such codes of practice, policies and standards developed in accordance with sub-paragraph 11.2.2;
 - 11.2.4 co-operate with NIE Networks in relation to an agreed process for the outsourcing of legal services in relation to any agreement referred to in sub-paragraph 11.1.6;
 - 11.2.5 provide such information to NIE Networks as it may reasonably require regarding the progress of the activities and indicative timescales for completion; and
 - 11.2.6 not assign or transfer the undertaking of the activities referred to in sub-paragraph 11.1.6 above to any third party without providing 5 **Business Days**' notice in writing to NIE Networks and subject to NIE Networks' approval, which shall not be unreasonably withheld.
- 11.3 In so far as it may be necessary for SONI to acquire the rights referred to in sub-paragraph 11.1.6 by the use of compulsory powers under the **Order** (as amended), NIE Networks hereby authorises SONI to submit such applications as may be required for the benefit of NIE Networks to the extent that SONI is legally entitled to do so. If such applications can only be made by NIE Networks these will be prepared by SONI and signed and submitted by NIE Networks. Following submission SONI will assume responsibility for management and conduct of all oral hearings convened to determine the application. Where a right of access to land is obtained in the name of NIE Networks by the use of compulsory powers

NIE Networks hereby authorises SONI and its agents to exercise such rights of access prior to construction, subject to compliance by SONI with sub-paragraph 11.2.

- 11.4 NIE Networks acknowledges that some of the activities and obligations on SONI referred to in sub-paragraphs 11.1 and 11.2 are dependent on the timely delivery by NIE Networks of documentation, data and other information to SONI. NIE Networks shall use all reasonable endeavours to ensure that the timescales for the construction of **Planned Works** are not adversely affected by a delay on the part of NIE Networks (for reasons within its reasonable control) in the delivery of the documentation, data and other information referred to.

12 Transmission Project Instruction

- 12.1 In accordance with the **Transmission Investment Plan**, SONI shall provide a **Transmission Project Instruction** to NIE Networks in respect of each **Preferred Transmission Reinforcement Option** which is ready for delivery.
- 12.2 The **Transmission Project Instruction** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 8.
- 12.3 NIE Networks may at any time submit to SONI a request for a change to the **Transmission Project Instruction** a ("**Transmission Project Instruction Change Request**"). Each **Transmission Project Instruction Change Request** shall:
- 12.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 12.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 12.4 Where SONI receives a **Transmission Project Instruction Change Request** under sub-paragraph 12.3, SONI shall as soon as reasonably practicable:
- 12.4.1 notify NIE Networks whether or not it intends to update the **Transmission Project Instruction**;
 - 12.4.2 where relevant, notify NIE Networks how it intends to update the **Transmission Project Instruction**; and
 - 12.4.3 where relevant, update the **Transmission Project Instruction**.
- 12.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 12.5.1 any notice issued under sub-paragraphs 12.4.1 or 12.4.2 in response to a **Transmission Project Instruction Change Request**; or
 - 12.5.2 any failure by SONI to respond to a **Transmission Project Instruction Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 12.6 The **Transmission Project Instruction** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 12.5.

- 12.7 NIE Networks shall give effect to the **Transmission Project Instruction**, notifying SONI of its agreement, and both **Parties** shall promptly, as appropriate:
- 12.7.1 agree a **Transmission Project Agreement** which shall set out clearly the relevant details of the project to be delivered and other relevant obligations of the **Parties**;
 - 12.7.2 vary a relevant **Construction Agreement**.
- 12.8 Where NIE Networks develops the **Transmission System** as a consequence of giving effect to the **Transmission Project Instruction** pursuant to sub-paragraph 12.7, it shall promptly update the:
- 12.8.1 **Transmission Services Specification** to reflect each variation to the Transmission Services it provides under Section B (including by inserting or amending any applicable **Normal Capability Limits**); and
 - 12.8.2 **Connection Site Specification** to reflect any changes to the **Transmission Connection Assets** or **User Equipment** at a **Connection Site** located on the **Transmission System**.
- 13 Construction**
- 13.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Planned Works**:
- 13.1.1 co-operate and assist each other in respect of the **Planned Works**;
 - 13.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Planned Works**; and
 - 13.1.3 meet from time to time to agree arrangements to facilitate such development.
- 13.2 Without limitation to sub-paragraph 13.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of the **Planned Works**.
- 14 Connection Site Specification**
- 14.1 NIE Networks shall have and maintain, at all times, a specification ("**Connection Site Specification**") which sets out the following information in relation to each **Connection Site** located on its **Transmission System**:
- 14.1.1 a description of the **Transmission Connection Assets** at the **Connection Site** and a clear identification of the boundary between **Transmission Connection Assets** and **User Equipment**; and
 - 14.1.2 any information reasonably requested by SONI in order to enable SONI to settle or amend its connection agreement with such **User** in respect of the **Connection Site**.
- 14.2 Each **Connection Site Specification** shall be as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority**.
- 15 Arrangements with Users concerning Modifications (including Replacement of Assets)**
- 15.1 SONI shall identify those **Planned Works** which will require arrangements to be made between SONI and **Users** in relation to a **Modification** (including, for the avoidance of

doubt, any **Replacement of Assets**) and, taking into account the point in time at which SONI was first made aware of **Planned Works**, shall:

- 15.1.1 take all reasonably practicable steps to make such arrangements within the time required to enable NIE Networks to undertake the **Planned Works** in accordance with SONI's **Transmission Investment Plan**; and
 - 15.1.2 promptly notify NIE Networks of any such **Modification** and keep it informed of SONI's progress in making such arrangements (including, without limitation, notifying it of any determination by the **Authority** in relation to a dispute between SONI and a **User** which is relevant to such **Planned Works**).
- 15.2 Subject to sub-paragraph 15.5, where SONI identifies that **Planned Works** proposed by NIE Networks constitute a **Modification** and require arrangements to be made with a **User**, NIE Networks shall not undertake such **Modification** otherwise than in accordance with the provisions of this Section C, and any relevant **Construction Agreement**.
- 15.3 NIE Networks shall comply with any reasonable request from SONI for such assistance or further information as SONI requires in connection with identifying or making arrangements with **Users** pursuant to sub-paragraph 15.1.
- 15.4 For the avoidance of doubt, and subject to sub-paragraph 15.5, NIE Networks shall not undertake any **Modification** unless and until SONI has notified NIE Networks that SONI has either agreed such **Modification** with the affected **User** or that any dispute between SONI and the **User** in relation to such **Modification** has been determined by the **Authority**.
- 15.5 NIE Networks shall take all reasonable steps to avoid exercising its rights pursuant to this sub-paragraph 15.5 but, in the event that it has reasonable grounds to believe, given its **Transmission Licence** and statutory duties, that a **Transmission Connection Asset** should be replaced prior to notice being received pursuant to sub-paragraph 15.4, NIE Networks shall consult with SONI as far as reasonably practicable but shall be entitled to replace such **Transmission Connection Asset**.
- 16 NIE Networks Derogated Plant**
- 16.1 NIE Networks shall, where requested by SONI, use all reasonable endeavours to carry out such **Planned Works** as are necessary to ensure that each item of **Derogated Plant** owned by NIE Networks is brought up to the **Required Standard** applicable to it no later than the **Back Stop Date** applicable to it.

Annex 4 – Proposed Amendments to Section D

Section D User Applications and RoI TSO Applications

1 Introduction

1.1 This Section D deals with arrangements between SONI and NIE Networks in relation to **Construction Projects** and the disconnection of **Users** connected to the **Transmission System**. This Section D sets out:

- 1.1.1 the process by which SONI and NIE Networks enter into a bilateral **Construction Agreement** for the construction of a **New Connection**, a **Modification** or a **System Construction**;
- 1.1.2 **Communications Plant** requirements at **Connection Sites**; and
- 1.1.3 provision for the permanent disconnection of **User Equipment** connected to the **Transmission System**.

2 Construction Applications

2.1 In this Section of the TIA:

- 2.1.1 "**Construction Project**" refers (as appropriate) to a **New Connection**, a **Modification** or a **System Construction**, whether required as a consequence of a development on the **Transmission System** or the **Distribution System**;
- 2.1.2 "**Construction Application**" refers to an application submitted by SONI to NIE Networks in relation to a **Construction Project**, and which is (as appropriate) an:
 - 2.1.2.1 application for a **New Connection**;
 - 2.1.2.2 application for a **Modification**; and/or
 - 2.1.2.3 an application for a **System Construction**; andfor the avoidance of doubt, a **Construction Project** which is a **New Connection** may relate to the carrying out of both **Contestable** and **Non-Contestable Works** by NIE Networks or may exclude the carrying out of **Contestable Works** by NIE Networks.

2.2 If SONI considers it may be necessary for a **Construction Project** to be undertaken, it shall submit:

- 2.2.1 a notification of receipt of a **User Application** or an **RoI TSO Application** to NIE Networks as soon as reasonably practicable but in any event within three **Business Days** of the **User Application Date** or the **RoI TSO Application Date**, providing information on location, the required export or import capacity, the **User's** preference (as indicated in its **User Application**) for a **Contestable** or **Non-Contestable Offer** and the requested connection date; and
- 2.2.2 a **Construction Application** to NIE Networks as soon as reasonably practicable, but, unless otherwise agreed with NIE Networks pursuant to paragraph 5 of this Section D, in any event within twenty-five **Business Days** of the **User Application Date** or an **RoI TSO Application Date**.

- 2.3 Where SONI receives an application for a **Modified Connection Offer** from a **User**, SONI shall notify NIE Networks as soon as reasonably practicable and provide an effective **Modified Construction Application** to NIE Networks.
- 2.4 For the purposes of this Section D:
- 2.4.1 a **Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 2; and
- 2.4.2 a **Modified Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms required, pursuant to **sub**-paragraph 2.4.1 above, in respect of **Construction Applications** and make clear the ways in which the content of these terms are modified as compared to the previous **Construction Application**.
- 2.5 If NIE Networks reasonably considers that a **Construction Application** or a **Modified Construction Application** is not effective it shall, as soon as reasonably practicable but in any event within five **Business Days** of receipt of the **Construction Application** or **Modified Construction Application**, notify SONI of:
- 2.5.1 the detailed reasons why it considers the **Construction Application** or **Modified Construction Application** is incomplete or unclear in a material respect; and
- 2.5.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Application** or **Modified Construction Application** effective,
- and shall otherwise use its best endeavours to liaise with and assist SONI (and, where reasonably requested by SONI, any relevant third parties) so that the **Construction Application** or **Modified Construction Application** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Application** or **Modified Construction Application** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 2.6 NIE Networks shall charge SONI and SONI shall pay **Engineering Charges** in relation to a **Construction Application** and in relation to a **Modified Construction Application** in accordance with Section N.
- 2.7 SONI shall immediately notify NIE Networks of:
- 2.7.1 any change in the SONI **Construction Application** or **Modified Construction Application** or associated information provided to NIE Networks; or
- 2.7.2 the withdrawal of the relevant **User Application** or a **RoI TSO Application**, in which case such notice shall also constitute notice of withdrawal by SONI of any relevant **Construction Application** or **Modified Construction Application**.

3 Construction Offers

- 3.1 On receipt of a **Construction Application** NIE Networks shall notify SONI whether or not it intends to submit a **Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE Networks is not submitting a **Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE Networks shall give such notice as soon as reasonably

practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.

- 3.2 On receipt of a **Modified Construction Application** NIE Networks shall notify SONI whether or not it intends to submit a **Modified Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE Networks is not submitting a **Modified Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE Networks shall give such notice as soon as reasonably practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.
- 3.3 SONI may refer as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1, any notice it receives under sub-paragraph 4.1 that NIE Networks does not intend to submit a **Construction Offer** in relation to a **Construction Project**.
- 3.4 Where NIE Networks receives an effective **Construction Application** under sub-paragraph 2.4.1 above NIE Networks shall, unless otherwise agreed with SONI pursuant to paragraph 5 of this Section D or determined or directed by the **Authority**, submit a **Construction Offer** to SONI as soon as reasonably practicable but, in any event, on or before three months less ten **Business Days** after the **User Application Date** or the **RoI TSO Application Date**.
- 3.5 For the purposes of this Section D, a **Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 3.
- 3.6 If SONI reasonably considers that a **Construction Offer** or a **Modified Construction Offer** is not effective it shall, as soon as reasonably practicable but in any event within five **Business Days** of receipt of the **Construction Offer** or **Modified Construction Offer**, notify NIE Networks of:
- 3.6.1 the detailed reasons why it considers the **Construction Offer** or **Modified Construction Offer** is incomplete or unclear in a material respect; and
 - 3.6.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Offer** or **Modified Construction Offer** effective,

and shall otherwise use its best endeavours to liaise with and assist NIE Networks so that the **Construction Offer** or **Modified Construction Offer** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Offer** or **Modified Construction Offer** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

- 3.7 Where NIE Networks receives an effective **Modified Construction Application** under sub-paragraph 2.4.2 above NIE Networks shall, unless otherwise agreed with SONI pursuant to paragraph 5 of this Section D or determined or directed by the **Authority**, submit a **Modified Construction Offer** relating to the **Modified Construction Application** to SONI as soon as reasonably practicable and in any case, shall endeavour to submit the **Modified Construction Offer** to SONI to enable SONI to issue a **Modified Connection Offer** to the **User** within 25 days of either the date of issue of the initial **Connection Offer** or SONI's receipt of the application for a **Modified Connection Offer**, whichever is the later.

- 3.8 For the purposes of this Section D, a **Modified Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms required pursuant to **sub-paragraph 3.5** above in respect of a **Construction Offer** and make clear the ways in which the content of these terms are modified as compared to the previous **Construction Offer**.
- 3.9 In respect of **Construction Offers** (or **Modified Construction Offers**) relating to **Construction Projects** which are **New Connections**, in circumstances where SONI has indicated in its **Construction Application** (or **Modified Construction Application**) to NIE Networks that the relevant **User** has indicated in its **User Application** a preference for a **Contestable Offer**:
- 3.9.1 NIE Network's **Construction Offer** (or **Modified Construction Offer**) shall exclude the delivery of **Contestable Works**; and
- 3.9.2 such **Construction Offer** shall set out SONI's obligations to NIE Network's in respect of the delivery of the **Contestable Works** and shall, in combination with the **Standard Adoption Agreement** entered into by the **User** (or **User's ICP** as applicable), govern the responsibilities SONI and the **User** (and **User's ICP** if applicable) in respect of the performance of the **Contestable Works**.
- 4 Acceptance of Construction Offers by SONI**
- 4.1 A **Construction Offer** and a **Modified Construction Offer** shall each remain open for acceptance from the date on which they are submitted to SONI pursuant to paragraph 3 to a date not less than six months from the **Construction Application Date** unless an application is made to the **Authority** under either Condition 26 of SONI's **Transmission Licence** or Condition 31 of NIE Networks' **Distribution Licence** in which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the **Authority** pursuant to such application.
- 4.2 A **Party** may refer any dispute in connection with a **Construction Offer** or a **Modified Construction Offer** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 4.3 If SONI wishes to accept a **Construction Offer** or **Modified Construction Offer**, it shall do so by promptly notifying NIE Networks in the form specified in such **Construction Offer** or **Modified Construction Offer** and by providing NIE Networks with an executed copy of the relevant **Construction Agreement** or **Modified Construction Agreement**. Following notification of such acceptance, NIE Networks shall construct the relevant parts of the **Construction Project** in accordance with this Code and the executed **Construction Agreement** or **Modified Construction Agreement**.
- 5 General Provisions Concerning the Development of Construction Applications and Construction Offers**
- 5.1 SONI and NIE Networks shall, in respect of each **Construction Project**:
- 5.1.1 agree a timetable, subject to and in accordance with the dates set out in paragraphs 2, 3 and 4 of this Section D, for the development of **Construction Applications** and **Construction Offers** and covering any other relevant activities required in the course of preparing SONI's offer to the **User** or the **RoI TSO**;

- 5.1.2 co-operate and assist each other in order that **Construction Applications, Construction Offers** and plans or analysis prepared by SONI or NIE Networks which are or are likely to be required in respect of the **Construction Application** and **Construction Offer**, are co-ordinated; and
- 5.1.3 provide each other in a timely manner with information about, in the case of SONI as provider, the contents of its **Construction Application** and, in the case of NIE Networks as provider, the contents of its **Construction Offer** to the extent that such information may materially affect the offer to the **User** or the **RoI TSO**.

6 General Provisions Concerning New Connections and Modifications

- 6.1 Subject to the payment of **Reasonable Charges**, if any, NIE Networks shall provide all advice and assistance reasonably requested by SONI to enable it adequately to assess the implications (including the feasibility):
 - 6.1.1 of making a **Modification** to **User Equipment**; or
 - 6.1.2 of constructing a **New Connection Site** (including adequately assessing the feasibility of making any SONI **Construction Application** or considering the terms of any **Construction Offer**).
- 6.2 When giving advice and assistance pursuant to sub-paragraph 6.1, each **Party** shall comply with **Good Industry Practice**.

7 Co-ordination of Construction Projects

- 7.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Construction Project**:
 - 7.1.1 co-operate and assist each other in the development of the **Construction Programme** in respect of the **Construction Project**;
 - 7.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and
 - 7.1.3 meet from time to time to agree arrangements to facilitate such development.
- 7.2 Without limitation to sub-paragraph 7.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of a **Construction Project**. NIE Networks shall provide to SONI all information relating to its own **Works** and SONI shall provide to NIE Networks all information relating to **User Works** and **Contestable Works**, reasonably necessary to assist in the performance of the **Works**, and shall use all reasonable endeavours to co-ordinate and integrate the **Works** (and the **Contestable Works** if applicable). There may be meetings between representatives of the **Parties** and/or the **User** at intervals to be agreed between the **Parties** and/or the **User** (as appropriate). Each **Party** shall deliver to the other **Party** a written report of its progress during each **Calendar Quarter** within seven days of the end of that **Calendar Quarter**.

8 Consents and Land Rights

- 8.1 Where a **Construction Project** as required by a Preferred Transmission Connection Option, requires the installation and retention of **Plant** and **Apparatus**, and where such a Construction Project requires Consents and/or Land Rights, SONI shall have responsibility for the following activities:

Consents

~~8.1.1 cable/line route and substation site selection including the identification of alternative routes and sites provided that NIE Networks shall assist SONI by providing information reasonably required by SONI where such information is in the possession of NIE Networks and relevant to the Construction Project;~~

~~8.1.28.1.1~~ preparation and submission of ~~any~~ applications for planning permission if required together with all engagement and discussion with the relevant planning authority and other government agencies regarding the application;

~~8.1.38.1.2~~ preparation and collation of all documentation, including design drawings and documentation prepared by NIE Networks, required to support a planning application, including without limitation any **Environmental Impact Assessment** required, subject to NIE Networks providing SONI with all required information in accordance with sub-paragraph [8.1.1 and clauses sub-paragraph 8.4] of this Section D;

~~8.1.48.1.3~~ procurement of all consultants reasonably required by SONI to assist in the preparation of the SONI documentation referred to in sub-paragraphs 8.1.12 and 8.1.32 above;

8.1.4 managing, attending and arranging representation at oral hearings, planning appeals and other legal processes with respect to sub-paragraphs 8.1.12 and 8.1.32 above, provided that NIE Networks shall provide such NIE Networks personnel, or its consultants, as may be reasonably required to give evidence;

Land Rights

8.1.5 the preparation and delivery of such survey notices or other statutory notices as may be required to be provided to the landowner in advance of the acquisition of Land Rights and construction;

8.1.6 the acquisition (whether by agreement or by use of compulsory powers) of any wayleaves, easements, access rights, land options, leases and other legal rights required for the installation and retention of the **Plant** and **Apparatus** by NIE Networks as the asset owner; and

8.1.7 all landowner and community stakeholder engagement with regard to the matters referred to in this sub-paragraph 8.1.

8.2 In undertaking the activities referred to in sub-paragraph 8.1 SONI shall:

8.2.1 ensure that it protects the legitimate interests of NIE Networks as owner of the **Plant** and **Apparatus** once constructed;

8.2.2 co-operate with NIE Networks in the development and maintenance of agreed legal documentation relevant to sub-paragraph 8.1.76 (including without limitation any voluntary wayleave, easement, lease agreement, access agreement or option agreement) and other codes of practice, policies and standards which either **Party** may propose with respect to the activities in sub-paragraph 8.1 so as to reflect best practice in relation to corporate governance;

8.2.3 comply with such codes of practice, policies and standards developed in accordance with sub-paragraph 8.2.2;

8.2.4 co-operate with NIE Networks in relation to an agreed process for the outsourcing of legal services in relation to any agreement referred to in sub-paragraph 8.1.76;

- 8.2.5 provide such information to NIE Networks as it may reasonably require regarding the progress of the activities and indicative timescales for completion; and
- 8.2.6 not assign or transfer the undertaking of the activities referred to in sub-paragraph 8.1.~~67~~ above to any third party without providing 5 **Business Days** notice in writing to NIE Networks and subject to NIE Networks' approval, which shall not be unreasonably withheld.
- 8.3 In so far as it may be necessary for SONI to acquire the rights referred to in sub- paragraph 8.1.~~76~~ by the use of compulsory powers under the **Order** (as amended), NIE Networks hereby authorises SONI to submit such applications as may be required for the benefit of NIE Networks to the extent that SONI is legally entitled to do so. If such applications can only be made by NIE Networks these will be prepared by SONI and signed and submitted by NIE Networks. Following submission SONI will assume responsibility for management and conduct of all oral hearings convened to determine the application. Where a right of access to land is obtained in the name of NIE Networks by the use of compulsory powers NIE Networks hereby authorises SONI and its agents to exercise such rights of access prior to construction, subject to compliance by SONI with sub-paragraph 8.2.
- 8.4 NIE Networks acknowledges that some of the activities and obligations on SONI referred to in sub-paragraphs 8.1 and 8.2 are dependent on the timely delivery by NIE Networks of documentation, data and other information to SONI. NIE Networks shall use all reasonable endeavours to ensure that the timescales for the construction of a Construction Project are not adversely affected by a delay on the part of NIE Networks (for reasons within its reasonable control) in the delivery of the documentation, data and other information referred to.

9 Pre-Construction Activities

- 9.1 Paragraphs ~~9, 10 and 11 and 12~~ of this Section D set out the high-level process for SONI and NIE Networks to co-operate in the pre-construction activities required to take a Construction pProject from acceptance of a Construction Offer or Modified Construction Offer~~the conceptual stage~~ through to the point where the Construction pProject is ready for construction.
- 9.2 SONI and NIE Networks recognise that the overall process is iterative in nature and agree that this TIA cannot be definitive in all aspects in all cases.
- 9.3 While there must remain a degree of flexibility, the process ~~set out in~~ referred to in sub-paragraphs 9.1[10, 11 and 12] has four main stages:
- ~~9.3.1~~ SONI and NIE Networks to develop the design of the Construction pProject to the level required for the purpose of obtaining all necessary eConsents with NIE Networks providing all asset related technical and engineering designs with assistance as may be required from time to time by NIE Networks. In cases where no Consents are required, SONI and NIE Networks shall develop the design of the Construction Project to the point where SONI can produce a Functional Specification;
- 9.3.1
- 9.3.2 SONI to develop a ~~f~~Functional s**Specification** which defines the Construction pProject parameters and performance characteristics;

- 9.3.3 ~~SONI to develop the design of the project to the level required for the purpose of obtaining all necessary consents with assistance as may be required from time to time by NIE Networks;~~
- 9.3.4 following receipt of a **Functional Specification**~~planning consents by from~~ SONI, NIE Networks to develop and provide to SONI a ~~d~~**Design s**Specification~~confirming any outstanding design, costing and programming and enables the development of specifications and procurement documentation;~~ and
- 9.3.5 SONI to develop and provide to NIE Networks an instruction to proceed with the **Construction p**Project, setting out the agreed designs, timescales and any consenting details.
- 9.4 Within this process, SONI and NIE Networks will co-operate and assist each other to the extent required, ensuring that the **Construction p**Project is executed in an efficient, economic and co-ordinated manner. SONI shall at all times have regard to and seek to protect the legitimate interests of NIE Networks as the owner of the **Plant** and **Apparatus** once constructed.
- 9.5 Each **Party** recognises that there will be occasions where the ~~f~~**Functional s**Specification, the ~~d~~**Design s**Specification or the instruction to proceed may need to be updated after being issued to take account of new information available and that such updates may have a consequential effect on other exchanges of information, which may also require updates. Under these circumstances the **Parties** agree that it would be appropriate to provide such updates and that such updates:
- 9.5.1 must be provided to the other **Party** as soon as reasonably practicable; and
- 9.5.2 shall clearly identify changes from the previous version provided.
- 9.6 The **Parties** shall undertake their pre-construction roles and responsibilities in accordance with sub-paragraphs 9.6.1 – 9.6.3 below, as appropriate to the **Construction Project**. Where a **Party** has a defined decision-making responsibility, the other **Party** will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required.
- 9.6.1 NIE Networks shall be responsible for developing and maintaining all **Asset Related Policies**. SONI has the right to review and make representations on NIE Networks' **Asset Related Policies**.
- 9.6.2 SONI shall be responsible for all transmission planning and feasibility studies, apart from where such studies require an assessment of NIE Networks' **Transmission System** assets in which case NIE Networks, as the asset owner, shall undertake the assessment of the assets.
- 9.6.3 While NIE Networks and SONI shall jointly undertake the **Option Appraisal, Route Corridor Studies** and develop and optimise the **Route Alignment**, the respective roles of each **Party** in undertaking these activities shall be as follows:
- (i) SONI shall be responsible for identifying the list of technically feasible options (specifying connection points and technology) ("**Transmission Connection Options**") to meet existing or future needs on the **Transmission System** and developing from that list a shortlist of **Transmission Connection Options** to be taken forward for further **Option Appraisal**, in each case taking due account of NIE Networks'

views. Where SONI's decision(s) is not consistent with NIE Networks' views an explanation of the decision(s) shall be provided to NIE Networks;

- (ii) NIE Networks shall estimate the high-level capital, maintenance and life-cycle capital costs and shall appraise the asset related technical benefits and shortcomings inherent in each **Transmission Connection Option**;
- (iii) SONI shall appraise each **Transmission Connection Option** for operational issues, environmental impact and lifetime operational costs such as losses;
- (iv) To the extent that stakeholder engagement is required in relation to the development of a **Preferred Transmission Connection Option** then this shall be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner, subject to Section D sub-paragraph 8.1. Each **Party's** role in such stakeholder engagement shall be determined by their respective responsibilities under the **TIA**. As a result, at each stage one **Party** may be more involved than the other depending on the nature of the stakeholder engagement required;
- (v) SONI shall be responsible for selecting the **Preferred Transmission Connection Option** to be taken forward for **Route Corridor Studies**, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (vi) SONI shall carry out **Route Corridor Studies** in order to identify potential **Route Corridors** and potential transmission substation site locations within which the **Preferred Transmission Connection Option** could be located, with NIE Networks, as the asset owner, providing support to SONI regarding asset related considerations;
- (vii) SONI shall define the potential **Route Corridors** and potential transmission substation sites, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (viii) SONI shall select the **Preferred Route Corridor** and preferred transmission substation site location(s) taking due account of NIE Networks' input and stakeholder feedback. Where SONI's selection is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (ix) NIE Networks shall develop an initial design for the circuit **Route Alignment**, structure locations and transmission substation conceptual designs within the **Preferred Route Corridor**, and provide the designs to SONI;
- (x) SONI and NIE Networks shall co-operate to optimise the circuit **Route Alignment** and the transmission substation conceptual design; and
- (xi) NIE Networks shall select the preferred **Route Alignment**, structure locations and the preferred transmission substation conceptual design taking due account of SONI's views. Where NIE Networks' decision is not consistent with SONI's views an explanation of the decision shall be provided to SONI.

10 Functional Specification

- 10.1 SONI shall provide a **Functional Specification** to NIE Networks in respect of each **Construction Project** which is ready for detailed design development.
- 10.2 The **Functional Specification** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 6.
- 10.3 NIE Networks may at any time submit to SONI a request for a change to the **Functional Specification** a (“**Functional Specification Change Request**”). Each **Functional Specification Change Request** shall:
- 10.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 10.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 10.4 Where SONI receives a **Functional Specification Change Request** under sub-paragraph 10.3, SONI shall as soon as reasonably practicable:
- 10.4.1 notify NIE Networks whether or not it intends to update the **Functional Specification**;
 - 10.4.2 where relevant, notify NIE Networks how it intends to update the **Functional Specification**, and
 - 10.4.3 where relevant, update the **Functional Specification**.
- 10.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 10.5.1 any notice issued under sub-paragraph [10.4.1](#) in response to a **Functional Specification Change Request**; or
 - 10.5.2 any failure by SONI to respond to a **Functional Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 10.6 The **Functional Specification** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 10.5.
- 10.7 Where a **Construction Project** excludes the delivery of **Contestable Works**, SONI shall be responsible:
- 10.7.1 for preparing a **Functional Specification** in relation to such **Contestable Works** in accordance with applicable NIE Networks policies, standards and specifications; and
 - 10.7.2 providing the **Functional Specification** to the **User** that is procuring the **Contestable Works** pursuant to the relevant **Contestable Offer** and providing the same **Functional Specification** to NIE Networks.

11 Design Specification

- 11.1 NIE Networks shall produce and provide to SONI a **Design Specification** in respect of each ~~Construction Project~~project for which SONI has provided~~posed~~ a **Functional Specification**~~and received planning consents~~. For the avoidance of doubt:
- 11.1.1 NIE Networks shall not be required to produce a **Design Specification** in respect of any **Contestable Works** which are not included within the scope of a **Construction Offer**;
- 11.1.2 SONI shall procure that the relevant **User** procuring such **Contestable Works** is responsible for the preparation of a **Design Specification** in relation to such works pursuant to the terms of the relevant **Contestable Offer**; and
- 11.1.3 SONI may require NIE Networks to assist in relation to reviewing **Design Specifications** prepared by a **User** in respect of **Contestable Works** pursuant to the provisions of sub-paragraph 2.1.4 of Section B.
- 11.2 ~~If reasonably requested by SONI NIE Networks shall provide preliminary design information relating to the **Design Specification** for the purposes of allowing the project to evolve. Once SONI has confirmed that a final **Design Specification** is to be produced this shall be provided by NIE Networks to SONI in accordance with any **Consents** obtained by SONI and shall contain the terms substantially in the form set out in Schedule 7. The **Design Specification** shall be complete and clear in all material respects, shall be in accordance with the planning consents obtained by SONI, and shall contain the terms substantially in the form set out in Schedule 7.~~
- 11.3 SONI may at any time submit to NIE Networks a request for a change to the **Design Specification** a (“**Design Specification Change Request**”). Each **Design Specification Change Request** shall:
- 11.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
- 11.3.2 be submitted as soon as reasonably practicable after SONI becomes aware of the need for such a change.
- 11.4 Where NIE Networks receives a **Design Specification Change Request** under sub-paragraph 11.3, NIE Networks shall as soon as reasonably practicable:
- 11.4.1 notify SONI whether or not it intends to update the **Design Specification**;
- 11.4.2 where relevant, notify SONI how it intends to update the **Design Specification**; and
- 11.4.3 where relevant, update the **Design Specification**.
- 11.5 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 11.5.1 any notice issued under sub-paragraphs 11.4.1 or 11.4.2 in response to a **Design Specification Change Request**; or
- 11.5.2 any failure by NIE Networks to respond to a **Design Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

- 11.6 The **Design Specification** shall remain as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 11.5.

12 Construction

- 12.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Construction Project**:

12.1.1 co-operate and assist each other in respect of the **Construction Project**;

12.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and

12.1.3 meet from time to time to agree arrangements to facilitate such development.

- 12.2 Without limitation to sub-paragraph 12.1, SONI and NIE shall liaise throughout the construction and commissioning of the **Construction Project**.

13 Communications Plant

- 13.1 SONI and NIE Networks shall agree the **Communications Plant** to be provided and installed by NIE Networks and this may include, without limitation, **Communications Plant** to facilitate communications between the relevant **User** and SONI. Any failure to agree may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

14 Site Responsibility Schedules

- 14.1 In order to inform site operational staff of agreed responsibilities for **Plant** and/or **Apparatus** at an operational interface, NIE Networks shall produce a **Site Responsibility Schedule** for each **Connection Site**, apart from **Bulk Supply Points**, and SONI shall provide NIE Networks with the information required to enable NIE Networks to prepare such **Site Responsibility Schedule**.

- 14.2 NIE Networks shall forward a **Site Responsibility Schedule** prepared by it pursuant to sub-paragraph 914.1 to SONI and agree any changes that may be required to such **Site Responsibility Schedule** with SONI. Upon finalisation of the **Site Responsibility Schedule** pursuant to this sub-paragraph 914.2, NIE Networks shall forward a duly signed **Site Responsibility Schedule** to SONI and SONI shall promptly sign and procure signatures from the relevant **User** as required and forward such signed copy of the **Site Responsibility Schedule** back to NIE Networks.

- 14.3 Each **Site Responsibility Schedule** must have recorded on it the **Safety Rules** which apply to each item of **Plant** and/or **Apparatus** in accordance with Section G.

- 14.4 In carrying out their obligations under this paragraph 914, NIE Networks shall, and SONI shall procure that **Users** shall, comply with Appendix 1 of the **Connection Conditions** in the **Grid Code**.

15 Access

- 15.1 The provisions relating to access to an **NIE Networks Site** by **Users** and to a **User Site** by NIE Networks, are set out in the **Interface Agreement** between NIE Networks and the **User**.
- 15.2 In addition to the provisions relating to access referred to in sub-paragraph 150.1, where an **NIE Networks Site** contains exposed **HV** conductors, unaccompanied access will only be granted to individuals holding an **Authority for Access** issued by NIE Networks. The procedure for applying for **Authority for Access** is contained in the **Interface Agreement**.

16 Disconnection and Removal of Transmission Connection Assets

- 16.1 SONI shall provide six months notice to NIE Networks of the date that SONI intends to permanently disconnect **User Equipment** which is connected to the **Transmission System**.
- 16.2 Where SONI permanently disconnects a **User** which was connected to the **Transmission System**:
- 16.2.1 SONI shall procure that such **User** removes any of the **User Equipment** on NIE Networks' land within six months of the date of disconnection under sub-paragraph 163.1 or such longer period as may be agreed between NIE Networks and the **User**; and
- 16.2.2 NIE Networks shall remove any of its assets on the land of the **User** concerned within six months of termination under sub-paragraph 164.1 or such longer period as may be agreed between NIE Networks and the **User**.
- 16.3 NIE Networks shall give, and SONI shall procure that any relevant **User** gives, such rights to access land as are reasonably required in order to facilitate the removal of equipment pursuant to this paragraph 146.

17 Design Specification, Functional Specification and Testing and Commissioning in respect of Contestable Works which are not procured by NIE Networks

- 17.1 SONI and NIE Networks agree that they shall as soon as reasonably practicable develop and adopt such new **TIA Subsidiary Documents** as necessary to set out in detail the process which shall be adopted as between SONI and NIE Networks in respect of the **Design Specification, Functional Specification** and testing and commissioning process in respect of **Contestable Works** which are to be procured by a party other than NIE Networks.

Annex 5 – Proposed Restructuring of Section D

Paragraph	Existing Order of Paragraphs	Paragraph	Proposed Order of Paragraphs
1	Introduction	1	Introduction
2	Construction Applications	2	Construction Applications
3	Construction Offers	3	Construction Offers
4	Acceptance of Construction Offers by SONI	4	Acceptance of Construction Offers by SONI
5	General Provisions Concerning the Development of Construction Applications and Construction Offers	5	General Provisions Concerning the Development of Construction Applications and Construction Offers
6	General Provisions Concerning New Connections and Modifications	6	General Provisions Concerning New Connections and Modifications
7	Co-ordination of Construction Projects	7	Pre-Construction Activities
8	Consents	8	Functional Specification
9	Pre-Construction Activities	9	Design Specification
10	Functional Specification	10	Consents <u>and Land Rights</u>
11	Design Specification	11	Construction
12	Construction	12	Co-ordination of Construction Projects
13	Communications Plant	13	Communications Plant
14	Site Responsibility Schedules	14	Site Responsibility Schedules
15	Access	15	Access
16	Disconnection and Removal of Transmission Connection Assets	16	Disconnection and Removal of Transmission Connection Assets
17	Design Specification, Functional Specification and Testing and Commissioning in respect of Contestable Works which are not procured by NIE Networks	17	Design Specification, Functional Specification and Testing and Commissioning in respect of Contestable Works which are not procured by NIE Networks

Annex 6 – Section D, Clean and Restructured

Section D User Applications and RoI TSO Applications

1 Introduction

1.1 This Section D deals with arrangements between SONI and NIE Networks in relation to **Construction Projects** and the disconnection of **Users** connected to the **Transmission System**. This Section D sets out:

- 1.1.1 the process by which SONI and NIE Networks enter into a bilateral **Construction Agreement** for the construction of a **New Connection**, a **Modification** or a **System Construction**;
- 1.1.2 **Communications Plant** requirements at **Connection Sites**; and
- 1.1.3 provision for the permanent disconnection of **User Equipment** connected to the **Transmission System**.

2 Construction Applications

2.1 In this Section of the TIA:

- 2.1.1 "**Construction Project**" refers (as appropriate) to a **New Connection**, a **Modification** or a **System Construction**, whether required as a consequence of a development on the **Transmission System** or the **Distribution System**;
- 2.1.2 "**Construction Application**" refers to an application submitted by SONI to NIE Networks in relation to a **Construction Project**, and which is (as appropriate) an:
 - 2.1.2.1 application for a **New Connection**;
 - 2.1.2.2 application for a **Modification**; and/or
 - 2.1.2.3 an application for a **System Construction**; andfor the avoidance of doubt, a **Construction Project** which is a **New Connection** may relate to the carrying out of both **Contestable** and **Non-Contestable Works** by NIE Networks or may exclude the carrying out of **Contestable Works** by NIE Networks.

2.2 If SONI considers it may be necessary for a **Construction Project** to be undertaken, it shall submit:

- 2.2.1 a notification of receipt of a **User Application** or an **RoI TSO Application** to NIE Networks as soon as reasonably practicable but in any event within three **Business Days** of the **User Application Date** or the **RoI TSO Application Date**, providing information on location, the required export or import capacity, the **User's** preference (as indicated in its **User Application**) for a **Contestable** or **Non-Contestable Offer** and the requested connection date; and
- 2.2.2 a **Construction Application** to NIE Networks as soon as reasonably practicable, but, unless otherwise agreed with NIE Networks pursuant to paragraph 5 of this Section D, in any event within twenty-five **Business Days** of the **User Application Date** or an **RoI TSO Application Date**.

- 2.3 Where SONI receives an application for a **Modified Connection Offer** from a **User**, SONI shall notify NIE Networks as soon as reasonably practicable and provide an effective **Modified Construction Application** to NIE Networks.
- 2.4 For the purposes of this Section D:
- 2.4.1 a **Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 2; and
- 2.4.2 a **Modified Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms required, pursuant to sub-paragraph 2.4.1 above, in respect of **Construction Applications** and make clear the ways in which the content of these terms are modified as compared to the previous **Construction Application**.
- 2.5 If NIE Networks reasonably considers that a **Construction Application** or a **Modified Construction Application** is not effective it shall, as soon as reasonably practicable but in any event within five **Business Days** of receipt of the **Construction Application** or **Modified Construction Application**, notify SONI of:
- 2.5.1 the detailed reasons why it considers the **Construction Application** or **Modified Construction Application** is incomplete or unclear in a material respect; and
- 2.5.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Application** or **Modified Construction Application** effective,
- and shall otherwise use its best endeavours to liaise with and assist SONI (and, where reasonably requested by SONI, any relevant third parties) so that the **Construction Application** or **Modified Construction Application** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Application** or **Modified Construction Application** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 2.6 NIE Networks shall charge SONI and SONI shall pay **Engineering Charges** in relation to a **Construction Application** and in relation to a **Modified Construction Application** in accordance with Section N.
- 2.7 SONI shall immediately notify NIE Networks of:
- 2.7.1 any change in the SONI **Construction Application** or **Modified Construction Application** or associated information provided to NIE Networks; or
- 2.7.2 the withdrawal of the relevant **User Application** or a **RoI TSO Application**, in which case such notice shall also constitute notice of withdrawal by SONI of any relevant **Construction Application** or **Modified Construction Application**.

3 Construction Offers

- 3.1 On receipt of a **Construction Application** NIE Networks shall notify SONI whether or not it intends to submit a **Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE Networks is not submitting a **Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE Networks shall give such notice as soon as reasonably

practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.

- 3.2 On receipt of a **Modified Construction Application** NIE Networks shall notify SONI whether or not it intends to submit a **Modified Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE Networks is not submitting a **Modified Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE Networks shall give such notice as soon as reasonably practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.
- 3.3 SONI may refer as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1, any notice it receives under sub-paragraph 3.1 that NIE Networks does not intend to submit a **Construction Offer** in relation to a **Construction Project**.
- 3.4 Where NIE Networks receives an effective **Construction Application** under sub-paragraph 2.4.1 above NIE Networks shall, unless otherwise agreed with SONI pursuant to paragraph 5 of this Section D or determined or directed by the **Authority**, submit a **Construction Offer** to SONI as soon as reasonably practicable but, in any event, on or before three months less ten **Business Days** after the **User Application Date** or the **RoI TSO Application Date**.
- 3.5 For the purposes of this Section D, a **Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 3.
- 3.6 If SONI reasonably considers that a **Construction Offer** or a **Modified Construction Offer** is not effective it shall, as soon as reasonably practicable but in any event within five **Business Days** of receipt of the **Construction Offer** or **Modified Construction Offer**, notify NIE Networks of:
 - 3.6.1 the detailed reasons why it considers the **Construction Offer** or **Modified Construction Offer** is incomplete or unclear in a material respect; and
 - 3.6.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Offer** or **Modified Construction Offer** effective,

and shall otherwise use its best endeavours to liaise with and assist NIE Networks so that the **Construction Offer** or **Modified Construction Offer** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Offer** or **Modified Construction Offer** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

- 3.7 Where NIE Networks receives an effective **Modified Construction Application** under sub-paragraph 2.4.2 above NIE Networks shall, unless otherwise agreed with SONI pursuant to paragraph 5 of this Section D or determined or directed by the **Authority**, submit a **Modified Construction Offer** relating to the **Modified Construction Application** to SONI as soon as reasonably practicable and in any case, shall endeavour to submit the **Modified Construction Offer** to SONI to enable SONI to issue a **Modified Connection Offer** to the **User** within 25 days of either the date of issue of the initial **Connection Offer** or SONI's receipt of the application for a **Modified Connection Offer**, whichever is the later.

- 3.8 For the purposes of this Section D, a **Modified Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms required pursuant to sub-paragraph 3.5 above in respect of a **Construction Offer** and make clear the ways in which the content of these terms are modified as compared to the previous **Construction Offer**.
- 3.9 In respect of **Construction Offers** (or **Modified Construction Offers**) relating to **Construction Projects** which are **New Connections**, in circumstances where SONI has indicated in its **Construction Application** (or **Modified Construction Application**) to NIE Networks that the relevant **User** has indicated in its **User Application** a preference for a **Contestable Offer**:
- 3.9.1 NIE Network's **Construction Offer** (or **Modified Construction Offer**) shall exclude the delivery of **Contestable Works**; and
- 3.9.2 such **Construction Offer** shall set out SONI's obligations to NIE Network's in respect of the delivery of the **Contestable Works** and shall, in combination with the **Standard Adoption Agreement** entered into by the **User** (or **User's ICP** as applicable), govern the responsibilities SONI and the **User** (and **User's ICP** if applicable) in respect of the performance of the **Contestable Works**.
- 4 Acceptance of Construction Offers by SONI**
- 4.1 A **Construction Offer** and a **Modified Construction Offer** shall each remain open for acceptance from the date on which they are submitted to SONI pursuant to paragraph 3 to a date not less than six months from the **Construction Application Date** unless an application is made to the **Authority** under either Condition 26 of SONI's **Transmission Licence** or Condition 31 of NIE Networks' **Distribution Licence** in which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the **Authority** pursuant to such application.
- 4.2 A **Party** may refer any dispute in connection with a **Construction Offer** or a **Modified Construction Offer** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 4.3 If SONI wishes to accept a **Construction Offer** or **Modified Construction Offer**, it shall do so by promptly notifying NIE Networks in the form specified in such **Construction Offer** or **Modified Construction Offer** and by providing NIE Networks with an executed copy of the relevant **Construction Agreement** or **Modified Construction Agreement**. Following notification of such acceptance, NIE Networks shall construct the relevant parts of the **Construction Project** in accordance with this Code and the executed **Construction Agreement** or **Modified Construction Agreement**.
- 5 General Provisions Concerning the Development of Construction Applications and Construction Offers**
- 5.1 SONI and NIE Networks shall, in respect of each **Construction Project**:
- 5.1.1 agree a timetable, subject to and in accordance with the dates set out in paragraphs 2, 3 and 4 of this Section D, for the development of **Construction Applications** and **Construction Offers** and covering any other relevant activities required in the course of preparing SONI's offer to the **User** or the **RoI TSO**;

- 5.1.2 co-operate and assist each other in order that **Construction Applications, Construction Offers** and plans or analysis prepared by SONI or NIE Networks which are or are likely to be required in respect of the **Construction Application** and **Construction Offer**, are co-ordinated; and
- 5.1.3 provide each other in a timely manner with information about, in the case of SONI as provider, the contents of its **Construction Application** and, in the case of NIE Networks as provider, the contents of its **Construction Offer** to the extent that such information may materially affect the offer to the **User** or the **RoI TSO**.

6 General Provisions Concerning New Connections and Modifications

- 6.1 Subject to the payment of **Reasonable Charges**, if any, NIE Networks shall provide all advice and assistance reasonably requested by SONI to enable it adequately to assess the implications (including the feasibility):
 - 6.1.1 of making a **Modification** to **User Equipment**; or
 - 6.1.2 of constructing a **New Connection Site** (including adequately assessing the feasibility of making any SONI **Construction Application** or considering the terms of any **Construction Offer**).
- 6.2 When giving advice and assistance pursuant to sub-paragraph 6.1, each **Party** shall comply with **Good Industry Practice**.

7 Pre-Construction Activities

- 7.1 Paragraphs 7, 8 and 9 of this Section D set out the high-level process for SONI and NIE Networks to co-operate in the pre-construction activities required to take a **Construction Project** from acceptance of a **Construction Offer** or **Modified Construction Offer** through to the point where the **Construction Project** is ready for construction.
- 7.2 SONI and NIE Networks recognise that the overall process is iterative in nature and agree that this TIA cannot be definitive in all aspects in all cases.
- 7.3 While there must remain a degree of flexibility, the process referred to in sub-paragraph 7.1 has four main stages:
 - 7.3.1 SONI and NIE Networks to develop the design of the **Construction Project** to the level required for the purpose of obtaining all necessary **Consents** with NIE Networks providing all asset related technical and engineering designs. In cases where no **Consents** are required, SONI and NIE Networks shall develop the design of the **Construction Project** to the point where SONI can produce a **Functional Specification**;
 - 7.3.2 SONI to develop a **Functional Specification** which defines the **Construction Project** parameters and performance characteristics;
 - 7.3.3 following receipt of a **Functional Specification** from SONI, NIE Networks to develop and provide to SONI a **Design Specification**; and
 - 7.3.4 SONI to develop and provide to NIE Networks an instruction to proceed with the **Construction Project**, setting out the agreed designs, timescales and any consenting details.

- 7.4 Within this process, SONI and NIE Networks will co-operate and assist each other to the extent required, ensuring that the **Construction Project** is executed in an efficient, economic and co-ordinated manner. SONI shall at all times have regard to and seek to protect the legitimate interests of NIE Networks as the owner of the **Plant and Apparatus** once constructed.
- 7.5 Each **Party** recognises that there will be occasions where the **Functional Specification**, the **Design Specification** or the instruction to proceed may need to be updated after being issued to take account of new information available and that such updates may have a consequential effect on other exchanges of information, which may also require updates. Under these circumstances the **Parties** agree that it would be appropriate to provide such updates and that such updates:
- 7.5.1 must be provided to the other **Party** as soon as reasonably practicable; and
- 7.5.2 shall clearly identify changes from the previous version provided.
- 7.6 The **Parties** shall undertake their pre-construction roles and responsibilities in accordance with sub-paragraphs 7.6.1 – 7.6.3 below, as appropriate to the **Construction Project**. Where a **Party** has a defined decision-making responsibility, the other **Party** will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required.
- 7.6.1 NIE Networks shall be responsible for developing and maintaining all **Asset Related Policies**. SONI has the right to review and make representations on NIE Networks' **Asset Related Policies**.
- 7.6.2 SONI shall be responsible for all transmission planning and feasibility studies, apart from where such studies require an assessment of NIE Networks' **Transmission System** assets in which case NIE Networks, as the asset owner, shall undertake the assessment of the assets.
- 7.6.3 While NIE Networks and SONI shall jointly undertake the **Option Appraisal, Route Corridor Studies** and develop and optimise the **Route Alignment**, the respective roles of each **Party** in undertaking these activities shall be as follows:
- (i) SONI shall be responsible for identifying the list of technically feasible options (specifying connection points and technology) ("**Transmission Connection Options**") to meet existing or future needs on the **Transmission System** and developing from that list a shortlist of **Transmission Connection Options** to be taken forward for further **Option Appraisal**, in each case taking due account of NIE Networks' views. Where SONI's decision(s) is not consistent with NIE Networks' views an explanation of the decision(s) shall be provided to NIE Networks;
 - (ii) NIE Networks shall estimate the high-level capital, maintenance and life-cycle capital costs and shall appraise the asset related technical benefits and shortcomings inherent in each **Transmission Connection Option**;
 - (iii) SONI shall appraise each **Transmission Connection Option** for operational issues, environmental impact and lifetime operational costs such as losses;

- (iv) To the extent that stakeholder engagement is required in relation to the development of a **Preferred Transmission Connection Option** then this shall be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner, subject to Section D sub-paragraph 10.1. Each **Party's** role in such stakeholder engagement shall be determined by their respective responsibilities under the **TIA**. As a result, at each stage one **Party** may be more involved than the other depending on the nature of the stakeholder engagement required;
- (v) SONI shall be responsible for selecting the **Preferred Transmission Connection Option** to be taken forward for **Route Corridor Studies**, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (vi) SONI shall carry out the **Route Corridor Studies** in order to identify potential **Route Corridors** and potential transmission substation site locations within which the **Preferred Transmission Connection Option** could be located, with NIE Networks, as the asset owner, providing support to SONI regarding asset related considerations;
- (vii) SONI shall define the potential **Route Corridors** and potential transmission substation sites, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (viii) SONI shall select the **Preferred Route Corridor** and preferred transmission substation site location(s) taking due account of NIE Networks' input and stakeholder feedback. Where SONI's selection is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (ix) NIE Networks shall develop an initial design for the circuit **Route Alignment**, structure locations and transmission substation conceptual designs within the **Preferred Route Corridor**, and provide the designs to SONI;
- (x) SONI and NIE Networks shall co-operate to optimise the circuit **Route Alignment** and the transmission substation conceptual design; and
- (xi) NIE Networks shall select the preferred circuit **Route Alignment**, structure locations and the preferred transmission substation conceptual design taking due account of SONI's views. Where NIE Networks' decision is not consistent with SONI's views an explanation of the decision shall be provided to SONI.

8 Functional Specification

- 8.1 SONI shall provide a **Functional Specification** to NIE Networks in respect of each **Construction Project** which is ready for detailed design development.
- 8.2 The **Functional Specification** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 6.

- 8.3 NIE Networks may at any time submit to SONI a request for a change to the **Functional Specification** a (“**Functional Specification Change Request**”). Each **Functional Specification Change Request** shall:
 - 8.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 8.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 8.4 Where SONI receives a **Functional Specification Change Request** under sub-paragraph 8.3, SONI shall as soon as reasonably practicable:
 - 8.4.1 notify NIE Networks whether or not it intends to update the **Functional Specification**;
 - 8.4.2 where relevant, notify NIE Networks how it intends to update the **Functional Specification**, and
 - 8.4.3 where relevant, update the **Functional Specification**.
- 8.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
 - 8.5.1 any notice issued under sub-paragraph 8.4.1 in response to a **Functional Specification Change Request**; or
 - 8.5.2 any failure by SONI to respond to a **Functional Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 8.6 The **Functional Specification** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 8.5.
- 8.7 Where a **Construction Project** excludes the delivery of **Contestable Works**, SONI shall be responsible:
 - 8.7.1 for preparing a **Functional Specification** in relation to such **Contestable Works** in accordance with applicable NIE Networks policies, standards and specifications; and
 - 8.7.2 providing the **Functional Specification** to the **User** that is procuring the **Contestable Works** pursuant to the relevant **Contestable Offer** and providing the same **Functional Specification** to NIE Networks.

9 Design Specification

- 9.1 NIE Networks shall produce and provide to SONI a **Design Specification** in respect of each **Construction Project** for which SONI has provided a **Functional Specification**. For the avoidance of doubt:
 - 9.1.1 NIE Networks shall not be required to produce a **Design Specification** in respect of any **Contestable Works** which are not included within the scope of a **Construction Offer**;

- 9.1.2 SONI shall procure that the relevant **User** procuring such **Contestable Works** is responsible for the preparation of a **Design Specification** in relation to such works pursuant to the terms of the relevant **Contestable Offer**; and
- 9.1.3 SONI may require NIE Networks to assist in relation to reviewing **Design Specifications** prepared by a **User** in respect of **Contestable Works** pursuant to the provisions of sub-paragraph 2.1.4 of Section B.
- 9.2 If reasonably requested by SONI, NIE Networks shall provide preliminary design information relating to the **Design Specification** for the purposes of allowing the project to evolve. Once SONI has confirmed that a final **Design Specification** is to be produced this shall be provided by NIE Networks to SONI in accordance with any **Consents** obtained by SONI and shall contain the terms substantially in the form set out in Schedule 7.
- 9.3 SONI may at any time submit to NIE Networks a request for a change to the **Design Specification** a ("**Design Specification Change Request**"). Each **Design Specification Change Request** shall:
 - 9.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 9.3.2 be submitted as soon as reasonably practicable after SONI becomes aware of the need for such a change.
- 9.4 Where NIE Networks receives a **Design Specification Change Request** under sub-paragraph 9.3, NIE Networks shall as soon as reasonably practicable:
 - 9.4.1 notify SONI whether or not it intends to update the **Design Specification**;
 - 9.4.2 where relevant, notify SONI how it intends to update the **Design Specification**; and
 - 9.4.3 where relevant, update the **Design Specification**.
- 9.5 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
 - 9.5.1 any notice issued under sub-paragraphs 9.4.1 or 9.4.2 in response to a **Design Specification Change Request**; or
 - 9.5.2 any failure by NIE Networks to respond to a **Design Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 9.6 The **Design Specification** shall remain as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 9.5.

10 Consents and Land Rights

- 10.1 Where a **Construction Project**, as required by a **Preferred Transmission Connection Option**, requires the installation and retention of **Plant** and **Apparatus**, and where such a **Construction Project** requires **Consents** and/or **Land Rights**, SONI shall have responsibility for the following activities:

Consents

- 10.1.1 preparation and submission of applications for planning permission if required together with all engagement and discussion with the relevant planning authority and other government agencies regarding the application;
- 10.1.2 preparation and collation of all documentation, including design drawings and documentation prepared by NIE Networks, required to support a planning application, including without limitation any **Environmental Impact Assessment** required, subject to NIE Networks providing SONI with all required information in accordance with sub-paragraph 10.4 of this Section D;
- 10.1.3 procurement of all consultants reasonably required by SONI to assist in the preparation of the SONI documentation referred to in sub-paragraphs 10.1.1 and 10.1.2 above;
- 10.1.4 managing, attending and arranging representation at oral hearings, planning appeals and other legal processes with respect to sub-paragraphs 10.1.1 and 10.1.2 above, provided that NIE Networks shall provide such NIE Networks personnel, or its consultants, as may be reasonably required to give evidence;

Land Rights

- 10.1.5 the preparation and delivery of such survey notices or other statutory notices as may be required to be provided to the landowner in advance of the acquisition of **Land Rights** and construction;
 - 10.1.6 the acquisition (whether by agreement or by use of compulsory powers) of any wayleaves, easements, access rights, land options, leases and other legal rights required for the installation and retention of the **Plant** and **Apparatus** by NIE Networks as the asset owner; and
 - 10.1.7 all landowner and community stakeholder engagement with regard to the matters referred to in this sub-paragraph 10.1.
- 10.2 In undertaking the activities referred to in sub-paragraph 10.1 SONI shall:
- 10.2.1 ensure that it protects the legitimate interests of NIE Networks as owner of the **Plant** and **Apparatus** once constructed;
 - 10.2.2 co-operate with NIE Networks in the development and maintenance of agreed legal documentation relevant to sub-paragraph 10.1.6 (including without limitation any voluntary wayleave, easement, lease agreement, access agreement or option agreement) and other codes of practice, policies and standards which either **Party** may propose with respect to the activities in sub-paragraph 10.1 so as to reflect best practice in relation to corporate governance;
 - 10.2.3 comply with such codes of practice, policies and standards developed in accordance with sub-paragraph 10.2.2;
 - 10.2.4 co-operate with NIE Networks in relation to an agreed process for the outsourcing of legal services in relation to any agreement referred to in sub-paragraph 10.1.6;
 - 10.2.5 provide such information to NIE Networks as it may reasonably require regarding the progress of the activities and indicative timescales for completion; and
 - 10.2.6 not assign or transfer the undertaking of the activities referred to in sub-paragraph 10.1.6 above to any third party without providing **5 Business Days** notice in writing to NIE Networks and subject to NIE Networks' approval, which shall not be unreasonably withheld.

- 10.3 In so far as it may be necessary for SONI to acquire the rights referred to in sub-paragraph 10.1.6 by the use of compulsory powers under the **Order** (as amended), NIE Networks hereby authorises SONI to submit such applications as may be required for the benefit of NIE Networks to the extent that SONI is legally entitled to do so. If such applications can only be made by NIE Networks these will be prepared by SONI and signed and submitted by NIE Networks. Following submission SONI will assume responsibility for management and conduct of all oral hearings convened to determine the application. Where a right of access to land is obtained in the name of NIE Networks by the use of compulsory powers NIE Networks hereby authorises SONI and its agents to exercise such rights of access prior to construction, subject to compliance by SONI with sub-paragraph 10.2.
- 10.4 NIE Networks acknowledges that some of the activities and obligations on SONI referred to in sub-paragraphs 10.1 and 10.2 are dependent on the timely delivery by NIE Networks of documentation, data and other information to SONI. NIE Networks shall use all reasonable endeavours to ensure that the timescales for the construction of a **Construction Project** are not adversely affected by a delay on the part of NIE Networks (for reasons within its reasonable control) in the delivery of the documentation, data and other information referred to.

11 Construction

- 11.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Construction Project**:
- 11.1.1 co-operate and assist each other in respect of the **Construction Project**;
 - 11.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and
 - 11.1.3 meet from time to time to agree arrangements to facilitate such development.
- 11.2 Without limitation to sub-paragraph 11.1, SONI and NIE shall liaise throughout the construction and commissioning of the **Construction Project**.

12 Co-ordination of Construction Projects

- 12.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Construction Project**:
- 12.1.1 co-operate and assist each other in the development of the **Construction Programme** in respect of the **Construction Project**;
 - 12.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and
 - 12.1.3 meet from time to time to agree arrangements to facilitate such development.
- 12.2 Without limitation to sub-paragraph 12.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of a **Construction Project**. NIE Networks shall provide to SONI all information relating to its own **Works** and SONI shall provide to NIE Networks all information relating to **User Works** and **Contestable Works**, reasonably necessary to assist in the performance of the **Works**, and shall use all reasonable endeavours to co-ordinate and integrate the **Works** (and the **Contestable Works** if applicable). There may be meetings between representatives of the **Parties** and/or the **User** at intervals to be agreed between the **Parties** and/or the **User** (as appropriate). Each **Party**

shall deliver to the other **Party** a written report of its progress during each **Calendar Quarter** within seven days of the end of that **Calendar Quarter**.

13 Communications Plant

- 13.1 SONI and NIE Networks shall agree the **Communications Plant** to be provided and installed by NIE Networks and this may include, without limitation, **Communications Plant** to facilitate communications between the relevant **User** and SONI. Any failure to agree may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

14 Site Responsibility Schedules

- 14.1 In order to inform site operational staff of agreed responsibilities for **Plant** and/or **Apparatus** at an operational interface, NIE Networks shall produce a **Site Responsibility Schedule** for each **Connection Site**, apart from **Bulk Supply Points**, and SONI shall provide NIE Networks with the information required to enable NIE Networks to prepare such **Site Responsibility Schedule**.
- 14.2 NIE Networks shall forward a **Site Responsibility Schedule** prepared by it pursuant to sub-paragraph 14.1 to SONI and agree any changes that may be required to such **Site Responsibility Schedule** with SONI. Upon finalisation of the **Site Responsibility Schedule** pursuant to this sub-paragraph 14.2, NIE Networks shall forward a duly signed **Site Responsibility Schedule** to SONI and SONI shall promptly sign and procure signatures from the relevant **User** as required and forward such signed copy of the **Site Responsibility Schedule** back to NIE Networks.
- 14.3 Each **Site Responsibility Schedule** must have recorded on it the **Safety Rules** which apply to each item of **Plant** and/or **Apparatus** in accordance with Section G.
- 14.4 In carrying out their obligations under this paragraph 14, NIE Networks shall, and SONI shall procure that **Users** shall, comply with Appendix 1 of the **Connection Conditions** in the **Grid Code**.

15 Access

- 15.1 The provisions relating to access to an **NIE Networks Site** by **Users** and to a **User Site** by NIE Networks, are set out in the **Interface Agreement** between NIE Networks and the **User**.
- 15.2 In addition to the provisions relating to access referred to in sub-paragraph 15.1, where an **NIE Networks Site** contains exposed **HV** conductors, unaccompanied access will only be granted to individuals holding an **Authority for Access** issued by NIE Networks. The procedure for applying for **Authority for Access** is contained in the **Interface Agreement**.

16 Disconnection and Removal of Transmission Connection Assets

- 16.1 SONI shall provide six months notice to NIE Networks of the date that SONI intends to permanently disconnect **User Equipment** which is connected to the **Transmission System**.
- 16.2 Where SONI permanently disconnects a **User** which was connected to the **Transmission System**:

- 16.2.1 SONI shall procure that such **User** removes any of the **User Equipment** on NIE Networks' land within six months of the date of disconnection under sub-paragraph 16.1 or such longer period as may be agreed between NIE Networks and the **User**; and
- 16.2.2 NIE Networks shall remove any of its assets on the land of the **User** concerned within six months of termination under sub-paragraph 16.1 or such longer period as may be agreed between NIE Networks and the **User**.
- 16.3 NIE Networks shall give, and SONI shall procure that any relevant **User** gives, such rights to access land as are reasonably required in order to facilitate the removal of equipment pursuant to this paragraph 16.
- 17 Design Specification, Functional Specification and Testing and Commissioning in respect of Contestable Works which are not procured by NIE Networks**
- 17.1 SONI and NIE Networks agree that they shall as soon as reasonably practicable develop and adopt such new **TIA Subsidiary Documents** as necessary to set out in detail the process which shall be adopted as between SONI and NIE Networks in respect of the **Design Specification, Functional Specification** and testing and commissioning process in respect of **Contestable Works** which are to be procured by a party other than NIE Networks.

Annex 7 – Changes Required to Section U, Definitions

The following new definitions are required in Section U as a consequence of the changes to Sections C and D.

Cross-references have also been amended to reflect the re-ordering and amendment of Sections C and D.

Section U Definitions

“ADR Notice”	See “Alternative Dispute Resolution Notice”
“Adoption”	the ownership transfer of the Contestable Works from the User , or the User’s ICP , as appropriate, to NIE Networks;
“Affiliate”	in relation to a Licensee or any subsidiary of a holding company of a Licensee , means any holding company of the Licensee or any subsidiary of the Licensee or any subsidiary of a holding company of the Licensee , in each case within the meaning of Article 4 of the Companies (Northern Ireland) Order 1986;
“All-Island Transmission Networks”	means the Transmission System and the RoI Transmission System taken together;
“Alternative Dispute Resolution Notice”	a notice served on a Party to initiate dispute resolution through mediation, as set out in Section Q, sub-paragraph 3.4;
“Amendment Meeting”	a meeting convened to consider a Proposed Amendment , as set out in Section P, sub-paragraph 2.2.1.4;
“Amendment Procedures”	the procedures to be followed in respect of amendments to the TIA as set out in Section P, paragraph 2;
“Amendment Register”	the register established and maintained by the Parties in accordance with Section P, sub-paragraph 2.3;
“Amendment Report”	the report in respect of a Proposed Amendment as defined in Section P, sub-paragraph 2.2.4.7;
“Annual Maintenance Plan”	NIE Networks’ work plan for the maintenance of transmission Apparatus , which sets out the Apparatus to be maintained and a high level description of the work to be carried out, and is submitted each year pursuant to Section E, paragraph 4;
“Annual Planning Programme”	as defined in Section C, paragraph 3;

“Apparatus”	all equipment in which electrical conductors are used, supported or of which they may form a part;
“Approved Amendments”	Proposed Amendments including Urgent Amendment Proposals to the TIA approved by the Authority in accordance with Section P;
“Assessment”	the analysis and impact assessment commissioned in accordance with and as defined in Section P, subparagraph 2.2.4.2;
“Assessment and Report Phase”	the process for assessing Proposed Amendments and any Alternative Amendments and formulating an Amendment Report as set out in Section P, subparagraph 2.2.4;
“Asset Maintenance Policies”	NIE Networks’ policies relating to transmission Apparatus , as set out in Section E, paragraph 3;
<u>“Asset Related Policies”</u>	<u>includes, but is not limited to, policies, standards and specifications relating to asset management, maintenance, network design, primary plant, secondary plant, protection equipment, construction, safety, environment, security of premises and assets, in relation to the Transmission System. For the avoidance of doubt, Asset Related Policies does not include system security and planning standards, protection philosophy and other standards, policies, and specifications relating wholly or mainly to Transmission System control;</u>
“Asset Replacement Plan”	NIE Networks’ plan for the replacement, renovation, modification or alteration of its Plant or Apparatus . It does not include works required by SONI in planning the development of the Transmission System .
“Authorised Area”	As defined in NIE Networks’ licence;
“Authority”	means the Utility Regulator , as established under the Energy Order ;
“Authority for Access”	arrangements for NIE Networks individuals gaining access to Users’ Sites and Users gaining access to NIE Networks Sites , as set out in Section D, paragraph 15;
“Back Stop Date”	the date by which an item of Derogated Plant is to attain its Required Standard , as specified in or pursuant to a Transmission Derogation ;
“Base Rate”	in respect of any day, the rate per annum which is equal to the base lending rate from time to time of the Bank of England as at the close of business on the immediately preceding Business Day ;
“Bulk Supply Point”	a point at which the Distribution System connects to the Transmission System ;
“Business Day”	any weekday other than a Saturday on which banks are open for domestic business in the city of Belfast;

“Calendar Quarter”	each of the three calendar month periods commencing on, respectively, January 1, April 1, July 1 and October 1 each calendar year;
“Centre for Effective Dispute Resolution” or “CEDR”	the independent non-profit organisation known as such set up to encourage and develop mediation and other cost-effective dispute resolution techniques in commercial disputes;
“Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure”	the procedure issued by CEDR setting out arrangements for dispute resolution;
“Change”	any addition, replacement, refurbishment, renovation, modification, alteration, construction or withdrawal;
“Commission”	the Commission for Energy Regulation in the Republic of Ireland;
“Commissioning Programme”	in relation to a particular Construction Project , as defined in the Construction Agreement ;
“Communications Plant”	electronic communications network infrastructure, including control telephony, used to facilitate real-time communications;
“Competent Authority”	the Department , the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
“Connection Agreement”	an agreement between SONI and a User setting out the terms relating to a connection to the Transmission System ;
“Connection Charging Methodology Statement”	means the statement prepared pursuant to condition 30 (4) of SONI’s licence, as approved by the Authority ;
“Connection Offer”	means an offer of connection to the Transmission System and is either a Non-Contestable Offer or a Contestable Offer ;
“Connection Site”	each location at which User Equipment and Transmission Connection Assets required to connect that User to the Transmission System are situated. If two or more Users own or operate Plant and Apparatus which is connected at any particular location that location shall constitute two (or the appropriate number of) Connection Sites ;
“Connection Site Rules”	rules relating to a Connection Site , as set out in Section D, paragraph 140;
“Connection Site Specification”	as set out in Section C, paragraph 9;
<u>“Consents”</u>	<u>means planning permission or approval under primary or subordinate legislation, in particular Article 40 of the Order;</u>

“Construction Agreement”	a contract for the construction of those Changes to NIE Networks’ Transmission System set out in an NIE Networks Construction Offer ;
“Construction Application”	as defined in Section D, sub-paragraph 2.1.2, and specified in Schedule 2;
“Construction Application Date”	the date of receipt by NIE Networks of an effective Construction Application ;
“Construction Offer”	an offer made by a NIE Networks to SONI pursuant to Section D, paragraph 3, and specified in Schedule 3;
"Construction Programme"	as agreed between SONI and NIE Networks in relation to a Construction Project , or part of a Construction Project , and set out in the relevant Construction Agreement ;
“Construction Projects”	as defined in Section D, sub-paragraph 2.1.1;
“Contestable Offer”	means an offer of connection to the Transmission System made by SONI to a User pursuant to Condition 25 of SONI's Transmission Licence which is based on the User (or User's ICP) delivering the Contestable Works ;
“Contestable Offer Specific Requirements”	means the requirements specified in schedule 9;
“Contestable Works”	the works that an offer of connection to the Transmission System made by SONI to a User pursuant to Condition 25 of SONI's Transmission Licence identifies can be carried out by a party other than NIE Networks and SONI (and ‘ Contestable ’ and ‘ Contestability ’ will be interpreted accordingly);
"Contestable Works Failure"	circumstances arising from actions or inactions of a User , an ICP , or any party other than NIE Networks in relation to the performance of Contestable Works
“De-energisation”	the movement of any isolator, breaker or switch or the removal of any fuse whereby no electricity can flow to or from the Transmission System through User Equipment ;
“Default Interest Rate”	the Base Rate at the Due Date for payment of an amount under the TIA plus two per cent per annum;
“Department”	means the <u>Department for the Economy</u> Department of Enterprise, Trade and Investment ;
“Derogated Plant”	Plant or Apparatus which is the subject of a Transmission Derogation ;
“Design Specification”	the document referred to in Section C, paragraph 104, and Section D, paragraph 944 and specified in schedule 7;

“Design Specification Change Request”	a request to change a Design Specification submitted by SONI to NIE Networks as set out in Section C, sub-paragraph 140.3 <u>and Section D, sub-paragraph 9.3</u> ;
“Disclose”	disclose, reveal, report, publish or transfer by any means and " Disclosure " and " Disclosing " shall be construed accordingly;
“Dispute”	a failure to agree or other dispute between SONI and NIE Networks under or otherwise arising in relation to the subject matter of the TIA or a Construction Agreement including, without limitation, a dispute involving a breach or alleged breach of the TIA or a Construction Agreement ;
“Distribution Code”	means the Distribution Code prepared pursuant to NIE Networks’ Transmission Licence as from time to time revised in accordance with NIE Networks’ Transmission Licence ;
“Distribution Licence”	The licence granted to NIE Networks by the <u>Department for the Economy</u> Department of Enterprise, Trade and Investment under Articles 10(1), 10(6), 11 and 13 of the Electricity (Northern Ireland) Order 1992;
“Distribution Network Owner” or “DNO”	NIE Networks acting in its capacity as owner of the Distribution System ;
“Distribution System”	means the electric lines within the Authorised Area , owned by NIE Networks (but not, for the avoidance of doubt, any lines forming part of the Transmission System) and any other electric lines which the Authority may specify as forming part of the Distribution System , including (in each case) any electrical plant and/or meters used in connection with distribution.";
“Due Date”	as set out in Section N, sub-paragraph 3.3;
“Electricity Arbitration Association”	the unincorporated members' club of that title formed inter alia to promote the efficient and economic operation of the procedure for the resolution of disputes within the electricity supply industry by means of arbitration or otherwise in accordance with its arbitration rules;
“Emergency Return to Service Time”	the period of time required by NIE Networks to reinstate the part(s) of the Transmission System affected by an Outage so that such part(s) or any other relevant parts of the Transmission System can again be made available, to the extent identified in the Outage Plan , for the purpose of conveying and affecting the flow of electricity pursuant to Section F, sub-paragraph 3.1;

“Energisation”	the movement of any isolator, breaker or switch or the insertion of any fuse so as to enable Energy to flow from and to the Transmission System through equipment (and " Energised " shall be construed accordingly);
“Energy”	the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the power, measured in units of watt-hours or standard multiples thereof i.e. 1000 Wh = 1kWh 1000 kWh = 1 MWh 1000MWh = 1 GWh 1000 GWh = 1 TWh
“Energy Order”	means the Energy (Northern Ireland) Order 2003;
“Engineering Charges”	the charges levied by NIE Networks in relation to a SONI Construction Application ;
“Environmental Impact Assessment”	the preparation of any environmental statement or environmental information required to be submitted in accordance with the Planning (Environmental Impact Assessment) Regulations (Northern Ireland) 1999 as revised or replaced by any similar statutory provision;
“Evaluation Phase”	the phase for evaluation of a Proposed Amendment under Section P, sub-paragraph 2.2.3;
“Event”	an unscheduled or unplanned occurrence on, or relating to, the Transmission System including, without limitation, faults, incidents, breakdowns and adverse weather conditions;
“Financial Year”	the period of 12 months ending on 31 March in each calendar year;
“Final Version of the Outage Plan”	the version of the Outage Plan issued by SONI at the end of September in each year, in accordance with Section F, sub-paragraph 5.2;
“Functional Specification”	the document referred to in Section C, paragraph 910 , <u>Section D, paragraph 8</u> ; and specified in Schedule 6;
“Functional Specification Change Request”	a request to change a Functional Specification submitted by NIE Networks to SONI as set out in Section C, sub-paragraph 109.3 <u>and Section D, sub-paragraph 8.3</u> ;
“General System Charges”	charges to recover costs associated with those assets which are not User connection assets, set to recover NIE Networks’ allowable revenue approved by the Authority ;
“Generator”	as defined in the Grid Code ;
“Generating Unit Protection”	as defined in the Grid Code ;

“Good Industry Practice”	in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
“Grid Code”	the code of that name drawn up pursuant to SONI's Transmission Licence as amended from time to time in accordance with SONI's Transmission Licence ;
“Implementation Date”	the date proposed as the date for the implementation of a Proposed Amendment or any Alternative Amendment in accordance with and as defined in Section P, sub-paragraph 2.4;
“Implementation Dispute”	as defined in Section Q, paragraph 4.8;
“Independent Connection Provider” or “ICP”	A person other than NIE Networks or SONI who is accredited <u>under the National Electricity Registration Scheme (NERS) operated by Lloyd's Register in Northern Ireland</u> [by ♦] to undertake Contestable Works in relation to the provision of a connection to the Distribution or Transmission System .
“Interface Agreement”	an agreement entered into by NIE Networks and a User pursuant to Section K;
“Joint Investigation”	an investigation conducted jointly by both Parties and, where relevant, other persons into a Significant Incident or Related Significant Incidents under Section J, paragraph 2;
<u>“Land Rights”</u>	<u>means the legal right required for the installation and retention of the Plant and Apparatus by NIE Networks as asset owner (whether by agreement or by use of compulsory powers) by means of wayleaves, easements, access rights, land options, leases and other legal rights;</u>
“Licence Standards”	the standards to be met by SONI under Condition 20 of its Transmission Licence ;
“Licensee”	the holder of a licence issued under Section 10 of the Order ;
“Metering Code”	means the code of that name which forms part of the Grid Code ;
“Modification”	actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or NIE Networks to either the User's Plant or Apparatus or the manner of its operation or NIE Networks' Plant or Apparatus or the manner of its operation;

“Modified Connection Offer”	means a Connection Offer which has been modified from a Contestable Offer to a Non-Contestable Offer or vice-versa only;
“Modified Construction Application”	means a Construction Application which has been modified pursuant to an application for a Modified Connection Offer ;
“Modified Construction Offer”	means a Construction Offer which has been modified pursuant to an application for a Modified Connection Offer ;
<u>“National Electricity Registration Scheme” or “NERS”</u>	<u>means the scheme of that name operated by Lloyd’s Register in Northern Ireland;</u>
“New Connection”	a new or proposed connection for which SONI has received a User Application ;
“NIE Networks Charges”	charges comprising General System Charges and Site-Specific Charges ;
“NIE Networks Site”	a site owned (or occupied pursuant to a lease, licence or other agreement) by NIE Networks in which there is a Connection . For the avoidance of doubt, a site owned by a User but occupied by NIE Networks is an NIE Networks Site ;
“Non-Contestable Offer”	means an offer of connection to the Transmission System which is based on the relevant Licensee delivering the Contestable Works and Non-Contestable Works ;
“Non-Contestable Works”	means works that are identified in the Connection Offer which may only be carried out by a Licensee (and ‘ Non-Contestable ’ will be interpreted accordingly);
“Normal Capability Limits”	as defined in Section B, sub-paragraph 3.1;
“Northern Ireland Market Operator Licence”	means the licence granted, under Article 10(1)(d) of the Order , to SONI Limited (a body corporate registered in Northern Ireland under company number NI038715) on 3 July 2007;
“Notice to Arbitrate”	as defined in Section P, sub-paragraph 4.1;
“Operational Capability Limits”	as defined in Section B, sub-paragraph 4.3;
“Operational Effect”	an effect which causes the Transmission System to operate (or be at a materially increased risk of operating) differently to the way in which it would or may have normally operated in the absence of such effect;

“Option Appraisal”

means the process used to narrow down the list of technically feasible options and identify a Preferred Transmission Reinforcement Option or a Preferred Transmission Connection Option, as appropriate;

“Order”

means The Electricity (Northern Ireland) Order 1992;

“Outage”

a planned temporary reduction in the extent to which **Transmission Services** are provided by NIE Networks pursuant to Section B, sub-paragraph 4.1.1;

“Outage Implementation Process”

as defined in Section F, paragraph 7;

“Outage Plan”

the plan for the scheduling of **Outages** maintained by SONI in accordance with Section F;

“Party”

a person who is bound by the **TIA** by virtue of being a party to the **TIA**;

“Party Representatives”

the representatives of the **Parties** as defined in Section P, subparagraph 2.2.1.5;

“Planned Works”

as defined in Section C, sub-paragraph 57.3.3;

“Planning Code”

Means the code of that name which forms part of the **Grid Code**;

“Planning Data”

data specified in Parts 1 and 2 of the Appendix to the **Planning Code** within the **Grid Code**;

“Planning Request”

as defined in Section C, sub-paragraph 67.6;

“Plant”

fixed and moveable items used in the generation and/or supply and/or transmission of electricity other than **Apparatus**;

“Power System Restoration Plan”

means the plan of that name owned and maintained by SONI;

“Preferred Route Corridor”

means the Route Corridor identified by SONI to be taken forward for the development of the Route Alignment;

“Preferred Transmission Connection Option”

means the Transmission Connection Option identified by SONI to be taken forward for Route Corridor Studies;

“Preferred Transmission Reinforcement Option”

means the Transmission Reinforcement Option identified by SONI to be taken forward for Route Corridor Studies;

“Proposed Amendment”

a proposed amendment to the **TIA** as defined at Section P, sub-paragraph 2.2.1.3;

“Proposed Amendment Report”

the proposed form of the **Amendment Report** developed in accordance with and as defined in Section P, sub-paragraph 2.2.4.7;

“Proposer”

a **Party** or other person making a proposal for an amendment to the **TIA** as defined in Section P, sub-paragraph 2.2;

"Ranking Order"	means SONI's forecast of available generating units, listed in order of likely operation, whose generated output would contribute to meeting forecast demand;
"Reasonable Charges"	reasonable cost reflective charges comparable to charges for similar services obtainable in the open market;
"Reference Notice"	a notice sent to the Authority and copied to the other Party in relation to a Dispute under Section Q, sub-paragraphs 4.1 setting out details of the Dispute ;
"Regulations"	means the Electricity Supply (Northern Ireland) Regulations 1991 as amended from time to time;
"Related Significant Incidents"	a series of Significant Incidents in which one or more Significant Incidents cause or exacerbate one or more other Significant Incidents ;
"Related Undertaking"	in relation to any person means any undertaking in which that person has a participating interest as defined by Article 268 of the Companies (Northern Ireland) Order 1986;
"Relevant Connection Site"	in respect of each Construction Project , the Connection Site which is the subject of the relevant User Application ;
"Relevant Aims of the TIA"	<p>(a) the efficient discharge of the obligations imposed on the Parties (in their capacities as such) under the Order, the Energy Order, the SEM Order and their respective licences;</p> <p>(b) the development, maintenance and operation of the Transmission System as part of efficient, economical, co-ordinated, safe, secure and reliable All-Island Transmission Networks;</p> <p>(c) effective competition in the generation and supply of electricity on the Island of Ireland; and</p> <p>(d) the promotion of good industry practice and efficiency in the implementation and administration of the matters covered by the TIA.</p>
"Replacement of Assets"	any replacement of Transmission Connection Assets by NIE Networks which is the subject of, or otherwise requires, notice to be given by SONI to a User ;
"Requesting Party"	as defined in Section J, sub-paragraph 1.8;
"Required Action"	as defined in Section O, sub-paragraph 19.6.1;
"Required Standard"	in relation an item of Derogated Plant , the respective standard required of that item (which shall not exceed that required by the Grid Code or the Licence Standard(s) as specified in or pursuant to a Transmission Derogation);
"Responding Party"	as defined in Section J, sub-paragraph 1.8;

“RoI Grid Code”	the code of that name drawn up by the RoI TSO ;
“RoI System Planning Data”	data that must be submitted at regular periods by all users of the RoI Transmission System to the RoI TSO pursuant to the RoI Grid Code ;
“RoI Transmission System”	means the system of electric lines operated by the RoI TSO and comprising high voltage lines and electrical plant and meters used for conveying electricity from a generating station to a substation, from one generating station to another, and from one substation to another within the Republic of Ireland;
“RoI Transmission System Operator” or “RoI TSO”	means EirGrid plc, a company formed pursuant to Regulation 34 of the Republic of Ireland legislation known as the European Communities (Internal Market in Electricity) Regulations 2000) and licensed under Section 14 (1) (e) of the Republic of Ireland Electricity Act;
“RoI TSO Application”	an application made by the RoI TSO to SONI in respect of a connection in the RoI or for use of the All-Island Transmission Networks ;
“RoI TSO Application Date”	the date of receipt by SONI of an effective RoI TSO Application ;
<u>“Route Alignment”</u>	<u>means a precise route for an overhead transmission line or underground transmission cable within the Preferred Route Corridor;</u>
<u>“Route Corridor”</u>	<u>means a swathe of land between the proposed start and end points, within which an overhead transmission line or underground transmission cable could be located;</u>
<u>“Route Corridor Studies”</u>	<u>means an appraisal of the planning and environmental constraints to identify potential Route Corridor options and potential transmission substation site locations within a defined study area;</u>
“Rules”	as defined in Section Q, sub-paragraph 5.1;
“Safety Coordinator”	as defined in the Grid Code ;
“Safety Rules”	the rules and procedures (as amended or re-stated from time to time) of NIE Networks or a User to ensure safety from the system;
“Safety Rule Instructions”	instructions developed from the Safety Rules that are used to provide instruction and guidance in specific operational or working areas;
“Secured Event”	as defined in the Transmission and Distribution System Security and Planning Standards ;
“SEM Order”	means the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007;
“Services Reduction”	as defined in Section B, sub-paragraph 4.1.2;
“Services Reduction Risk”	as defined in Section B, sub-paragraph 4.5.2;

“Services Restoration Proposal”	as defined in Section B, sub-paragraph 4.7.4;
“Significant Incident”	<p>an Event which either Party determines, pursuant to Section J, sub-paragraph 1.1, has had or may have a significant effect on the Transmission System including, without limitation, an Event(s) having an Operational Effect which results in, or may result in:</p> <ul style="list-style-type: none"> (a) operation of Plant and/or Apparatus either manually or automatically; (b) voltage on any part of the Transmission System moving outside statutory limits; (c) frequency of any part of the Transmission System falling outside statutory limits; or (d) instability of any part of the Transmission System.
“Site Responsibility Schedule”	as defined in the Grid Code ;
“Site-Specific Charges”	charges relating to costs associated with those assets classed as User Transmission Connection Assets ;
“Specialised Procedures”	a procedure which may be developed when a decision is taken that it is not reasonably practical to implement the Safety Rules which will provide working methods to ensure the work is able to be undertaken safely;
“SONI Charges”	those charges payable by NIE Networks to SONI as set out and specified in, and determined in accordance with, each relevant Construction Agreement or Transmission Project Agreement and approved by the Authority ;
“Standard Adoption Agreement”	The agreement, on such terms as determined by NIE Networks, between NIE Networks, the relevant User (and the relevant User's ICP , where an ICP is used by the User for the Contestable Works) covering the ownership transfer of Contestable Works from the relevant User (or relevant User's ICP where applicable) to NIE Networks;
“Step-In Direction”	as defined in Section O, sub-paragraph 19.4;
“Step-In Notice”	as defined in Section O, sub-paragraph 19.5;
“Step-Out Notice”	as defined in Section O, sub-paragraph 19.10;
“System Construction”	Transmission Reinforcement Works ancillary to a New Connection or Modification which are not the subject of a Transmission Project Agreement ;
“System Data”	all data relating to the assets and performance of Transmission System which is required to carry out system studies;
“System Operator Agreement” or “SOA”	means the system operator agreement provided for in Condition 24 of SONI’s Transmission Licence ;

“Tests”	tests involving simulating conditions or the controlled application of irregular, unusual or extreme conditions on the Transmission System or any part of the Transmission System or any other tests of a minor nature but which do not include commissioning or re-commissioning tests (and "Testing" shall be construed accordingly);
“TIA”	means these Transmission Interface Arrangements made between SONI Ltd and NIE Networks plc;
“TIA Subsidiary Document”	a subsidiary document forming part of the TIA as listed in Schedule 1;
“Trading and Settlement Code” or “T&SC”	means the code of that name referred to in Condition 15 of the Northern Ireland Market Operator Licence ;
“Transition Period”	as defined in Section T, sub-paragraph 1.2;
“Transmission and Distribution System Security and Planning Standards”	The standards referred to in Condition 19 of NIE Networks’ Transmission Licence and also in Condition 20 of SONI’s Transmission Licence ;
“Transmission Connection Asset”	the assets specified as Transmission Connection Assets : (a) in the Connection Site Specification ; and (b) in relation to assets still being constructed, in the Construction Agreement ;
<u>“Transmission Connection Option”</u>	<u>means a technically feasible option, specifying connection points and technology, which could meet an existing or future Transmission System connection need arising from a Construction Project;</u>
“Transmission Derogation”	a direction issued by the Authority relieving SONI from the obligation under its Transmission Licence to comply with standards or requirements in accordance with which it is otherwise required to plan and develop the Transmission System (including any conditions which apply in respect of such derogation, and " Derogated " shall be construed accordingly;
“Transmission Development Programme”	the statement referred to in Section C, paragraph 5;
“Transmission Information”	information related to the planning, development, operation or configuration of any part of the Transmission System or the RoI Transmission System , but not including User Data ;
“Transmission Investment Plan”	the plan developed by NIE Networks in relation to the development each Financial Year of the Transmission System pursuant to Section C, paragraph 76;
“Transmission Licence”	a licence to participate in the transmission of electricity granted under Article 10(1)(b) of the Order ;

“Transmission Network Annual Report”	the statement referred to in Section C, sub -paragraph 43.5 ;
“Transmission Owner”	Northern Ireland Electricity plc in its capacity as the owner of the Transmission System ;
“Transmission Project Instruction”	the document referred to in Section C, paragraph 12;
“Transmission Project Agreement”	the document referred to in Section C, sub-paragraph 12.7.1
<u>“Transmission Reinforcement Option”</u>	<u>means a technically feasible option, specifying connection points and technology, which could meet an existing or future Transmission System reinforcement need which has been identified in a Transmission Network Annual Report;</u>
<u>“Transmission Reinforcement Project”</u>	<u>means a project identified in the Transmission Development Programme and which has been selected for development from the conceptual stage through to the point where the project is ready for construction;</u>
“Transmission Reinforcement Works”	works required to reinforce the Transmission System as specified in a Transmission Project Agreement or Construction Agreement ;
“Transmission Services”	as defined in Section B, sub-paragraph 2.1;
“Transmission Services Specification”	the specification of NIE Networks services provided and maintained in accordance with Section B, sub-paragraph 3.1;
“Transmission System”	means the system of electric lines owned by NIE Networks and comprising high voltage lines and electrical plant and meters used for conveying electricity from a generating station to a substation, from one generating station to another, and from one substation to another within the Authorised Area (including such part of the North/South Circuits as is owned by the NIE Networks) (except any such lines which the Authority may approve as being part of NIE Networks’ Distribution System) and any other electric lines which the Authority may specify as forming part of the € Transmission s System , but shall not include any Interconnector;
“Tribunal”	as defined in Section Q, sub-paragraph 5.1;
“Urgent Proposed Amendment”	an urgent proposal to amend the TIA proposed in accordance with Section P, sub-paragraph 2.2.2;
“Use of System Agreement”	an agreement between SONI and a User setting out the terms relating to use of the Transmission System .
“User”	any person who is a “user” under particular sections of the Grid Code and has a Connection Agreement .

“User Application”	<p>an application made by a User to SONI in respect of:</p> <ul style="list-style-type: none"> (a) a New Connection; or (b) a Modification; or (c) use of the All-Island Transmission Networks. <p>A User Application may be for either a Contestable Offer or a Non-Contestable Offer.</p>
"User Application Date"	the date of receipt by SONI of an effective User Application ;
“User Data”	information of or related to a User or Users including, without limitation, information about the business of a User , a User Site , User Works , User Outage or the operation or configuration of any User’s Equipment or User’s System ;
"User Derogation"	a direction issued by the Authority relieving a User from the obligation under its Licence to comply with such parts of the Grid Code as may be specified in such direction, and "Derogated" shall be construed accordingly;
“User’s Equipment”	the Plant and Apparatus owned by a User which is connected to the Transmission System at any particular Connection Site or at any New Connection Site to which that User wishes so to connect;
“User Outages”	a planned outage of part or all of a User System or User Equipment ;
“User Site”	a site owned (or occupied pursuant to a lease, licence or other agreement) by a User in which there is a Connection . For the avoidance of doubt, a site owned by NIE Networks but occupied by a User is a User Site ;
“User’s System”	any system owned or operated by a User comprising generating units together with Plant and/or Apparatus connected to the Transmission System ;
“User Works”	those works to be undertaken by a User which are necessary for installation of User Equipment and which are specified for each Construction Project in the relevant Construction Agreement(s) ;
“Works”	as the context admits or requires, NIE Networks Transmission Construction Works and User Works .

Annex 8 – Responses Received

From: Fitzgerald Cian
Sent: 31 July 2020 12:58
To: Info - Soni
Cc: Baillie Peter
Subject: Energia Comments in relation to Proposed Changes to Transmission Interface Agreement

CAUTION: This email originated from outside of the organisation. Do not click on any links or open attachments unless you recognise the sender and know the content to be safe.

Dear team

Energia has reviewed both sets of changes proposed by SONI and NIE Networks to the Transmission Interface Agreement (TIA):

In relation to SONI's proposed amendments

Energia support the proposal to cap SONI's liability under paragraph 8.3 of the TIA at an amount not to exceed £10 million per incident or series of incidents. Energia believe this change will improve the financial feasibility of such projects for developers in NI.

In relation to NIE Network's proposed amendments

Energia support the proposed amendments tabled by NIE and in general are supportive of NIE Networks engaging at an earlier stage in transmission projects within the scope of this agreement.

Energia thank both SONI and NIE for providing the opportunity to respond to the changes proposed.

Please feel free to contact me if you wish to discuss our response further

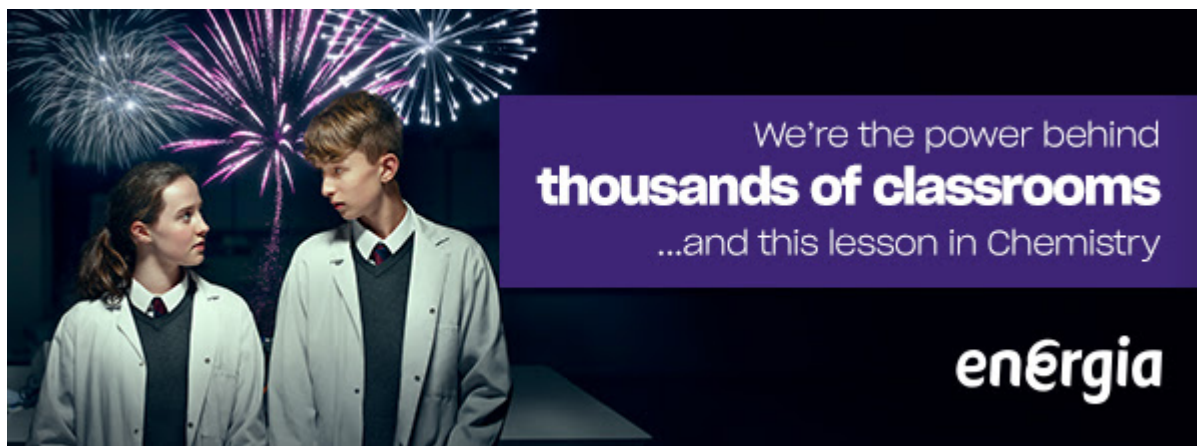
Kind regards

Cian Fitzgerald
Regulation Analyst

Mobile:

Energia, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H





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Edel Creery
Head of Communications and Stakeholder Engagement
Northern Ireland Electricity Networks
120 Malone Road
Belfast
BT9 5HT

31 July 2020

Dear Edel

NIEN and SONI proposed amendments to the Transmission Interface Arrangements

I am writing in regard to the proposed amendments for the Transmission Interface Arrangements between Northern Ireland Electricity Networks (NIEN) and the System Operator for Northern Ireland (SONI).

The Consumer Council welcomes arrangements which promote additional co-operation and co-ordination between the SONI and NIEN in the planning and development of the Transmission System which we would hope should lead customer benefits. We would, however, seek assurances that none of the changes will have any negative implications for Northern Ireland consumers.

We note that under its proposed amendments, SONI has stated that:

“SONI’s liability under this paragraph 8.3 shall be subject to sub-paragraph 5.3 of Section O of this TIA and that SONI’s liability under this paragraph 8.3 shall not exceed £10 million per incident or series of incidents.”

Furthermore, later in the document SONI identifies the following potential impacts on NIEN:

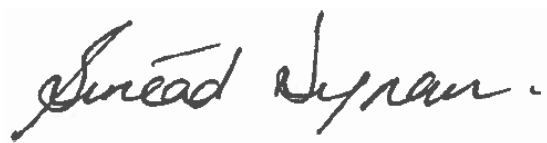
“There is a potential impact in so far as any loss which NIE Networks incurs but which can not be recovered from SONI, due to the scope of the indemnity being limited (to direct loss incurred prior to adoption which is less than £10m) rather than unlimited (as is the current position), will have to be paid for by NIE Networks. The risk of such an event would be considered to be a very low. However, under such circumstances, NIE Networks would consider submitting a request to the UR to recover of any such loss through the price control, and therefore remuneration of such losses would be decided on a case-by-case basis by UR.”

The Consumer Council is concerned that this amendment may cause consumer detriment and additional costs for consumer. We will be liaising with UR to ask what work they are doing in this area and what they are doing to ensure that suitable protections and mitigations are in place.

Furthermore, The Consumer Council seeks assurances that the proposals put forward by NIEN with regards to Land Rights (8.1.5) will not have a negative impact or cause detriment to landowners or communities.

The Consumer Council would also like to take this opportunity to reiterate its position that as SONI's role and influence on Northern Ireland's electricity market has grown, taking over the planning of the transmission network in 2014, being central to the design and management of the Single Electricity Market and now helping to inform the energy transition process it is critical that the regulatory and governance process surrounding SONI ensures that the needs of consumers in Northern Ireland are correctly and fairly reflected and that robust governance arrangements are in place to ensure that SONI's projects, policies and strategies are focused on Northern Ireland consumers and business independently of Eirgrid.

Yours sincerely



Sinéad Dynan
Director of Regulated Industries

23rd July 2020

SONI and NIE Networks Transmission Interface Arrangement Consultation

NIRIG has no objection to the proposals regarding the amendments to the SONI and NIE Networks Transmission Interface Arrangement which are being consulted on. We have no other specific comments to make at this time.

Yours Sincerely,



Steven Agnew
Head of the [Northern Ireland Renewables Industry Group](#)

M: T: [@NIRIGrenewables](#)



NIRIG

The Northern Ireland Renewables Industry Group (NIRIG) represents the views of the renewable electricity industry, providing a conduit for knowledge exchange, policy development, support and consensus on best practice between all stakeholders. A joint initiative between RenewableUK and the Irish Wind Energy Association (IWEA) we promote responsible development, support good community engagement and deliver low-cost electricity generation from sources such as onshore wind, tidal, solar and storage.



SONI

sent electronically to
info@soni.ltd.uk

Date

31 August 2020

Contact

Ricardo Da Silva

Dear All,

Consultation on SONI and NIE Networks Transmission Interface Arrangement

ScottishPower Renewables (SPR) is part of Iberdrola, one of the world's largest utilities and leading wind energy producer. ScottishPower Renewables is responsible for progressing the deployment of onshore wind projects in the UK and Ireland, and offshore windfarms throughout the world, managing the development, construction and operation of all projects.

We currently have over 30 operational windfarm sites with over 2GW installed capacity throughout the UK and Ireland, including our share in the 389 MW offshore windfarm West of Duddon Sands. In addition, we have a substantial development portfolio of onshore windfarms in the UK and Ireland and offshore wind projects in the East Anglia Zone, including the 714 MW East Anglia ONE project which is currently under construction.

We therefore welcome the opportunity to respond to the consultation on SONI and NIE Networks Transmission Interface Arrangement.

In general terms, we believe the proposed changes are certainly a good effort to define where the responsibilities lie at a high level and therefore SPR strongly supports what's being included in the consultation documentation. However, we believe there is still a need to be further detail (in addition to the TIA) that covers the process of exactly who does what and when. For example, where and how does planning or development start and stop and who is involved and at what level at each stage.

We encourage SONI and NIE to keep working towards defining a full process map, including timescales, complementing the proposed TIA changes.

We would welcome discussion on any of the above and if you have any questions in relation to this response, please do not hesitate to contact me directly.

Yours sincerely

Ricardo Da Silva

Grid & Regulation Analyst

From: Owen Bradley
Sent: 31 July 2020 14:18
To: Info - Soni
Cc: info@uregni.gov.uk; info@consumercouncil.org.uk
Subject: SONI and NIE Networks Transmission Interface Arrangement Consultation

CAUTION: This email originated from outside of the organisation. Do not click on any links or open attachments unless you recognise the sender and know the content to be safe.

Dear Sir/ Madame

31.07.20

I am contacting with regards the recent publication on the SONI website -proposed revisions to the Transmission Interface Arrangements, with emphasis on the – ‘NIE Networks TIA proposed Amendment Report 1 July 2020- Final’

Having read through the proposed changes I would like to voice my concerns as outlined below.

The Transmission planning function was transferred from NIE Networks to SONI in 2014 as part of the IME3 directive.

The IME3 Decision Paper produced by the Utility Regulator for Northern Ireland covered a range of topics, including specific measures to give effect to the TSO Decision. In particular, the Utility Regulator proposed licence modifications to transfer Network Planning activities from NIE to the SONI, which the European Commission had determined would ensure consistency with the requirements of Article 9(9) of the Electricity Directive.

I note that SONI have conceded as outlined in their case against the UREGNI which was brought before the CMA, they have stated that Network Planning encompasses the following:

‘Includes activities required to progress a transmission project from the conceptual stage through to the point where project construction commences – specifically Phases 1 (Project Identification) and 2 (Pre-Construction activities) of transmission connection and development connection projects. The Network Planning Function formally transferred from NIE to SONI on 1 May 2014 at the direction of the Utility Regulator’

It has been noted in the introduction in the 'NIE Networks TIA proposed Amendment Report 1 July 2020-Final' that 'The proposed amendments will not, if implemented, change any decision-making rights or any TIA principles but are drafted with the objective of providing more clarity and further removing the potential for ambiguity.'

From reading into the proposed amendments, i would strongly disagree with this.

Comments and questions below:

Page 10. Section 9.1

Removal of section 1.1.1

It is now proposed that NIE Networks will create all design drawings and associated documentation. Prior to May 2014, this function was carried out by NIE Networks, post 2014 this was carried out by SONI, and now it is proposed to revert back to NIEN. How will this be managed and how will costs associated with this be monitored and managed?

It is now proposed that SONI will NOT have the responsibility for cable/ line route and site selection including the identification of alternative routes and sites, yet will be submitting planning applications for new developments with designs completed by NIE Networks. Will SONI be reviewing and **approving** all designs that form part of their planning applications?

Why is it now proposed that NIE Networks will plan their own network? How will this be managed? Have SONI got the appropriate resources in-house, or indeed consultants to check these designs to protect us consumers and ensure NIE Networks are not 'over specking' their designs?

Do the proposed changes now introduce an additional layer in the overall process? Currently (as far as I am aware) SONI produce all designs to a standard suitable for planning via independent consultant experts, however it is now proposed that NIE Networks will produce these designs for SONI, which will then need to be checked by potentially a second set of independent consultants with changes required to go full circle each time? Are these proposed changes less efficient?

Page 12 Section 10.3

It is now suggested that NIE Networks shall provide all asset related information and also provide all technical and engineering related designs as well as jointly developing the design of the transmission network.

It can only be assumed that these designs will be completed by third party consultants given that in 2019 NIE Networks ran a procurement exercise which was advertised in the OJEC seeking the services of consultants for this very reason. If this is the case would it now be fair to assume that NIE Networks are in essence planning their own network? This goes against the IME3 directive. It is almost a reversal.

Removal of section 1.1.2

SONI development of designs to a level required for the purpose of obtaining all consents has now been removed. Can you please outline the reason for this? Is this function now reverting back to NIE Networks – which ultimately means that NIE Networks as asset owner will be planning their own network- and there could be a potential for over design of the network?

All costs will be scrutinised by the UREGNI, but was this the case prior to the IME3 directive and transfer of planning function to SONI. Will SONI have oversight and responsibility for these costs that NIE Networks will be spending?

It is now proposed (10.6.3) that stakeholder engagement will be a joint responsibility. I question how this would work in practice. If differing views are expressed, then how can meaningful conversations, commitments and information be portrayed to the public. Since the separation in 2014, I believe SONI has had sole responsibility for this function ‘with assistance as may be required from time to time by NIE Networks’.

Page 14

10.6.3(Vii & viii)-

Is SONI the ultimate decision maker if their selection is inconsistent with NIE Networks? Or could this become a dispute through Section Q in the TIA or other means, thus potentially adding additional time and money to the process?

10.6.3 (Xi)-

How will this work in practice if SONI are responsible for landowner engagement and consents. Do these proposals add an additional step/s in the process to the way it operates currently? Currently in the TIA SONI are responsible for this role, but the with proposed changes, NIE Networks will now be responsible with SONI still gaining consents. Is this additional interaction, steps, processes and ultimately costs?

Page 15,

11.1

Can you please clarify who is responsible for the planning of a Transmission project which may not be for re-enforcement purposes? i.e. a new feed/ line to a town/ area?

12.1

Aa above: is this only applicable for reinforcement projects?

Also, can you please clarify why the term ‘received planning consents’ has been removed?

Is it now proposed that NIE Networks will begin their pre-construction design process prior to consents been achieved? Is there a risk that if planning consents are not achieved, NIE Networks will have spent money unnecessarily? Will it be expected that the Northern Ireland consumer will cover costs in this scenario?

The same points above are applicable to the proposed changes in Section D

As a final wrap up I would like to pose the additional questions-:

- Are the current arrangements not working?
- Please confirm how long these proposed updates/ changes have been under development?
- Has there been a period of project trials for the entire process from start to finish, or have these proposals been put together at desktop level?
- Is this a permanent proposal or trial?
- What is the cost implications associated with the proposals?
- Are staff to be transferred back to NIE Networks given some of their roles are reverting back to NIE Networks?
- Is there a reason why these proposals have not been put forward for public consultation on the UREGNI website?

kind Regards

To:

info@soni.ltd.uk

info@uregni.gov.uk

info@consumercouncil.org.uk