



Powersave Scheme

Rules

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Powersave Scheme Rules

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Powersave Scheme Rules

INTRODUCTION

EirGrid on behalf of the **Commission for Energy Regulation** administers the **Powersave Scheme**. The **Powersave Scheme** is operated on a **Rules** basis. The scheme incentivises **Registered Powersave Customers** to reduce electricity demand or increase electricity exports on request from the **NCCC** on behalf of **EirGrid**.

The **Rules** set out herein are based on the respective roles agreed with the various participants involved in the **Powersave Scheme**. The purpose of this was to ensure continuity of the current operation of the **Powersave Scheme**, while allowing for **Single Electricity Market** participation of demand **Customers**.

Defined Terms in this **Scheme** have the meaning given in Annex A and for clarity throughout the **Rules** has been highlighted in bold. Annex B contains the **Powersave Conditions** between Electricity **Supplier/Aggregator** and **Customer** and Annex C the **Powersave** Contract between Electricity **Supplier/Aggregator** and **Customer**.

Pursuant to CER direction CER/06/264, Powersave contracts between ESB Power Generation and Suppliers are null and void by virtue of these rules.

Please note highlighted changes to the **Powersave scheme** will not be enforced until such time as they are approved by the CER

Powersave Scheme Rules

RULES OF SCHEME

ELIGIBILITY

The **Scheme** will be open to all electricity Customers provided they have executed a **Powersave Contract** (Annex C), are not a participant in the **Single Electricity Market** as a **Demand Side Unit** or **Autoproducer** and comply with the **Rules** of the **Scheme** (Annex B).

QUALIFICATION

Customers interested in participating in the **Scheme** should contact their **Supplier** or **Aggregator** for a **Powersave** application form (which includes a **Powersave Contract**) and complete and return it to their **Supplier** or **Aggregator**. The **Supplier** or **Aggregator** shall review the application form and **Powersave Contract** and providing the customer complies with the **Powersave Conditions**, will countersign the **Powersave Contract** and advise the **Customer** that it is a **Registered Powersave Customer**.

ROLE OF REGISTERED POWERSAVE CUSTOMERS

A **Registered Powersave Customer** shall execute a **Powersave Contract** with **Suppliers** or **Aggregators** and shall comply with the terms of the **Powersave Contract** including but not limited to compliance with the **Powersave Conditions**. The **Registered Powersave Customer** will endeavour to reduce their electrical demand or increase electricity exports on request from **NCCC**, on behalf of **EirGrid** at anytime during a **Business Day** in accordance with the **Powersave Contract**. If a **Registered Powersave Customer** changes **Supplier** or **Aggregator** then the **Registered Powersave Customer** must advise the new **Supplier** or **Aggregator** that they require a new **Powersave Contract**.

Payment for this reduction in demand or increase in exports will be based on the rates published on the **EirGrid** website, in the "Statement of Charges and Payments for Ancillary Services" document¹, for the current year.

¹ Statement of Charges and Payments document found on:
System Operations >> Ancillary Services page of www.eirgrid.com

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ROLE OF SUPPLIERS and AGGREGATORS

Suppliers or **Aggregators** shall be responsible for:

- Ensuring **Customers** are not participating in the **Single Electricity Market** as **Auto producers** or as **Demand Side Units**.
- Co-ordination and approval of **Powersave Contract** from **Customers**
- Provision of all reasonable assistance to **EirGrid, NCCC, MRSO** in the administration of the **Scheme**
- On receipt of the **Powersave Scheme** results relating to data collection and aggregation and associated payments from the **MRSO** in respect of its **Customers**, the **Supplier** or **Aggregator** shall produce and furnish an invoice to **EirGrid** within ten (10) **Business Days** of receipt of the information which shall be provided on a six (6) monthly basis in arrears. [Such invoice shall include the aggregated load reductions for the **Suppliers** or **Aggregators Registered Powersave Customers** for **Off-Peak** and **Peak** for each **Powersave Event**];
- Making payments to the **Registered Powersave Customers** provided the **Customer** is always in compliance with the terms of the **Powersave Contract** and the **Rules**;
- Notifying the **MRSO** and **EirGrid** within five (5) **Business Days** of any **Customer** who registers for **Powersave** with the **Supplier** or **Aggregator** and any **Customer** who deregisters. In the event that the **Customer**, was previously registered for **Powersave** with another **Supplier** or **Aggregator**, the **Supplier** or **Aggregator** current at the end of the six (6) month settlement period, will receive the data from **MRSO**. When registering new **Customers** for **Powersave** the **Supplier** or **Aggregator** shall be satisfied that such **Customers** meet the qualifying conditions for **Powersave** set out in Annex B;
- Managing any dispute raised by a **Customer**;
- **Aggregator only** shall be responsible for advising **Supplier** when a **Customer** under their management has registered in the **Powersave scheme** and of the potential demand reduction.

For the avoidance of doubt, the **Supplier** or **Aggregator** shall be responsible contractually to the **Customer** for all payments due to the **Customer** under the **Scheme**.

Payment to **Suppliers** and **Aggregators** for the above deliverables will equal 5% of the total amount payable to their designated customers.

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ROLE OF NCCC

NCCC shall be responsible for:

- On receipt of a request from **EirGrid** that a **Powersave Event** is required, the **NCCC** shall contact the **Powersave Customers** by SMS messaging, Phone and in some cases facsimile to advise them of the **Powersave Event**.
- The **NCCC** shall contact **EirGrid** within two (2) hours of the initial **Powersave** request from **EirGrid**, indicating the probable load reduction.
- Providing reasonable endeavours to give a minimum of 30 minutes notice of the start and end of a **Powersave Event**.

ROLE OF MRSO

MRSO shall be responsible for:

- Carrying out data collection and aggregation in respect of the **Customers**.
- Calculation of payments due to **Suppliers** or **Aggregators** based on the data collected.
- Forwarding the results of calculated payments to the **Supplier, Aggregator** and **EirGrid** for the purposes of verifying the payments under the **Powersave Scheme**.
- Providing the **Supplier, Aggregator** and **EirGrid** with kWh reduction, **Off-Peak** and **Peak** and the associated cash payments due for each **Powersave Event** for each of the **Supplier's** and **Aggregators Customers**. This information will be provided for each six (6) month period January to June and July to December within ten (10) **Business Days** of the end of each such period.
- Providing **EirGrid** with aggregated and trading period kWh reduction, **Off-Peak** and **Peak** and the associated cash payments due for each Powersave event for each of the **Supplier's** and **Aggregator's Customers**. This information will be provided for each six (6) month period January to June and July to December within ten (10) **Business Days** of the end of each such period.
- Sending this data to the current **Supplier** or **Aggregator** at the end of the six (6) month settlement period, in the event that a **Customer** changes **Supplier** or **Aggregator** during that time.

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ROLE OF EIRGRID

EirGrid will be responsible for:

- Monitoring and overseeing that the **Suppliers, Aggregators, MRSO, NCCC** comply with **Scheme** and the **Rules**
- Notifying the **NCCC** and the **MRSO** of a request for a **Powersave Event** at the beginning and ending of the **Powersave** period by fax or e-mail. **EirGrid** will use reasonable endeavours to provide a minimum of 30 minutes advance notice. If a **Powersave Event** is called and subsequently cancelled, the **NCCC** must be notified of this by 12:00 on that day;
- Receiving from the **MRSO** the aggregated and by trading period kWh reduction, off peak and peak for each **Powersave Event**, for each **Supplier, Aggregator** and **Customer**, for each six (6) month period in arrears, for January to June and July to December, within ten (10) **Business Days** of the end of each such six (6) monthly period;
- Advise all **Suppliers** and **Aggregators** of the amount to be invoiced to **EirGrid** provided such payments have been verified as properly due in accordance with the **Rules**;
- Making payments to **Suppliers** and **Aggregators** provided such payments have been verified as properly due in accordance with the **Rules**;
- **EirGrid** may terminate any **Supplier, Aggregator** or **Registered Powersave Customer** in accordance with the Termination section herein;
- On receipt of an invoice from the **Supplier** or **Aggregator** in respect of the **Powersave Scheme**, paying the **Supplier** or **Aggregator** in respect of all amounts properly and promptly due within thirty (30) **Business Days** of receipt of the invoice. In the event of any dispute concerning an invoice, the disputed invoice shall be referred to the **CER** whose decision shall be final and binding on the **Parties**;
- In the event that a **Customer** changes **Supplier** or **Aggregator** during a six (6) month period, **EirGrid** shall require the invoice to come from whichever **Supplier** or **Aggregator** is current at the end of the six (6) month settlement period.

PAYMENTS

Information on the payment calculation process is contained in section four (4) of Annex B.

DURATION

It is envisaged that the continuation of this **Scheme** will be reviewed post implementation of the Single-Electricity Market. **Customers** may apply to participate in the **Scheme** at anytime. Timelines for termination of **Suppliers, Aggregators** and/or **Customers** from the **Scheme** are detailed in the Termination section herein.

Powersave Scheme Rules

TERMINATION

Powersave Scheme:

The **CER** and **EirGrid** reserve the right to terminate the **Powersave Scheme** with immediate effect and without liability in the event that the **CER** so determines.

If a **Customer** changes **Supplier** or **Aggregator** then the **Powersave Contract** between the old **Supplier** or **Aggregator** and the **Customer** shall become null and void on the effective transfer date.

Customer Participation:

See section six (6) of Annex B for information on the termination of **Customers** from the **Powersave Scheme**.

COMPLIANCE

EirGrid, relevant **Suppliers**, **Aggregators**, **MRSO**, **NCCC** and **Customers** must comply with the terms of this **Scheme** and its **Rules** as amended from time to time by the **CER**.

VARIATIONS TO THE SCHEME

EirGrid will monitor the **Scheme/Rules** and may from time to time propose amendments and/or variations to the **Scheme/Rules** to the **CER** for its approval.

GOVERNING LAW AND JURISDICTION

These **Rules** shall be interpreted, construed and governed by the laws of the Republic of Ireland.

Each **Party** further agrees that a finding or conclusion of the **CER** in accordance with the Dispute Resolution Procedure section herein shall be conclusive and binding upon all the **Parties**.

DISPUTE RESOLUTION

Any **Party** may notify another **Party** following the discovery of any item or event which the notifying **Party** acting in good faith considers to be a dispute under the **Scheme**.

Within fifteen (15) **Business Days** of this notice, the notifying **Party** may, if considered appropriate and by further notice to the other **Party**, appoint a senior company official with expertise in the area of dispute to represent it and within fifteen (15) **Business Days** of appointment, to meet the other **Party's** representative to attempt in good faith to satisfactorily resolve the dispute.

If the dispute is not resolved within thirty (30) **Business Days** of the meeting referred to above, then either **Party** may refer the matter to the **CER** for resolution.

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ANNEXES

Annex A Defined Terms

Annex B **Powersave Conditions** between the **Supplier/Aggregator** and the **Customer**

Annex C **Powersave Contract** between the **Supplier/Aggregator** and the **Customer**

Annex A

Defined Terms

“**Aggregator**” Means a **Party** who manages the demand reduction of a demand site or sites; and has the responsibilities as outlined in the **Powersave Rules**.

“**Autoproducer**” As defined in the **Trading and Settlement Code**.

“**Business Day**” means any day other than a Saturday, Sunday, a public holiday in the Republic of Ireland, or those days between Christmas Day and New Years Day.;

“**CER**” means the Commission for Energy Regulation;

“**Customer**” means a **Registered Powersave Customer**;

“**Demand Side Unit**” As defined in the **Grid Code** and **Trading and Settlement Code**.

“**EirGrid**” means **EirGrid** plc a public limited company with responsibility to discharge the Transmission System Operator Licence

“**Excluded Day**” A day during the four weeks preceding the **Powersave Period** which was either:

1. A public holiday; or
2. Between Christmas Day and New Years Day inclusive; or
3. A day on which there was a **Powersave Period**; or
4. A day on which there was an interruption to the supply to the customer from the ESB transmission or distribution network, as appropriate;

“**Grid Code**” A technical document containing the rules governing the operation, maintenance and development of the transmission system and co-ordination of the actions of all users of the transmission system.

“**kWh_{no}**” is the average number of kWh that the customer consumes or exports during **Off-Peak Hours** for the same day of the week of the previous four weeks and in the same period of time as the period now being known as a **Powersave Period**. If, for one or more of those weeks, data is not available for the day of the week on which there is now a **Powersave Period**, but data is available for that day for previous weeks, then the four most recent individual weeks for which data is available are used. If data is not available for these four most recent individual weeks, then the data for the maximum number of weeks (not exceeding four weeks) for which data is available will be used.

If in one or more of the previous four weeks the same day of the week as the day on which there is now a **Powersave Period** is an **Excluded Day** then that week will be excluded. Instead, the last week which precedes the four week period without an **Excluded Day** on the same day of the week as the day on which a **Powersave Period** is now being called will be used in the calculation. If data is not available for these four most recent individual weeks, then the data for the maximum number of weeks (not exceeding four weeks) for which data is available will be used;

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“**kWh_{np}**” is the average number of kWh that the customer consumes or exports during **Peak Hours** for the same day of the week of the previous four weeks and in the same period of time as the period now being known as a **Powersave Period**. If, for one or more of those weeks, data is not available for the day of the week on which there is now a **Powersave Period**, but data is available for that day for previous weeks, then the four most recent individual weeks for which data is available are used. If data is not available for these four most recent individual weeks, then the data for the maximum number of weeks (not exceeding four weeks) for which data is available will be used.

If in one or more of the previous four weeks the same day of the week as the day on which there is now a **Powersave Period** is an **Excluded Day** then that week will be excluded. Instead, the last week which precedes the four week period without an **Excluded Day** on the same day of the week as the day on which a **Powersave Period** is now being called will be used in the calculation. If data is not available for these four most recent individual weeks, then the data for the maximum number of weeks (not exceeding four weeks) for which data is available will be used;

“**kWh_{ro}**” is the number of kWh the **Customer** consumes or exports in the period during **Off-Peak Hours** now being referred to as a **Powersave Period**;

“**kWh_{rp}**” is the number of kWh the **Customer** consumes or exports in the period during **Peak Hours** now being referred to as a **Powersave Period**;

“**KWh_{now}**” is the average number of kWh the **Customer** consumes or exports at 16.30 (period 16:00 to 16:30) and 20.00 (Period 19:30 to 20:00) for the same day of the week of the previous four weeks and in the same period of time as the period now being known as a **Powersave Period**. If, for one or more of those weeks, data is not available for the day of the week on which there is now a **Powersave Period**, but data is available for that day for previous weeks, then the four most recent individual weeks for which data is available are used. If data is not available for these four most recent individual weeks, then the data for the maximum number of weeks (not exceeding four weeks) for which data is available will be used.

If in one or more of the previous four weeks the same day of the week as the day on which there is now a **Powersave Period** is an **Excluded Day** then that week will be excluded. Instead, the last week which precedes the four week period without an **Excluded Day** on the same day of the week as the day on which a **Powersave Period** is now being called will be used in the calculation. If data is not available for these four most recent individual weeks, then the data for the maximum number of weeks (not exceeding four weeks) for which data is available will be used;

This only applies to customers designated on both the **Powersave** and **WPDRS** schemes for four **(4)** weeks post the end date of the **WPDRS** scheme.

“**MRSO**” means Meter Registration System Operator;

“**NCCC**” means National Customer Contact Centre which is managed by ESB Customer Supply;

“**Off–Peak Hours**” are the hours which occur outside the **Peak Hours**;

“**Parties**” means **EirGrid, NCCC, MRSO, Customers, Suppliers** and **Aggregators** and parties should be construed as any of them.

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“**Peak Hours**” are the hours which occur on:

1. Monday to Friday inclusive in the calendar months November, December, January and February between 17.00 and 19.00 hrs.

or

2. Monday to Friday inclusive in all the other months of the year between 11.30 and 12.30 hrs;

“**Powersave Conditions**” means the Conditions set out in Annex B which form an integral part of the **Powersave Contract** attached hereto and as amended from time to time.

“**Powersave Contract**” means a **Powersave Contract** incorporating among other terms the **Powersave Conditions** executed by electricity customers and their **Supplier** or **Aggregator** in a format set out in Annex C and as amended from time to time;

“**Powersave Event**” is the event by which **Powersave** is called by **NCCC** on behalf of **EirGrid**;

“**Powersave Period**” is the period during which the **Supplier** or **Aggregator** requests the **Customer** to reduce load under the scheme. This period will be declared by **EirGrid**;

“**Powersave Scheme**” / “**Powersave**” means a scheme which provides an incentive to electricity customers to reduce electricity demand (or increase electricity exports) on request from **EirGrid** in accordance with the **Rules** approved from time to time by the **CER**;

“**Powersave Season**” 1st October to 30th September.

“**Registered Powersave Customer**” means a person, legal entity whose application to participate in the **Scheme** has been accepted and has signed a **Powersave Contract**. Such a party will be deemed to be designated under the **Scheme** by **EirGrid**;

“**Rules**” means the **rules** of the **Powersave Scheme** and the Annexes attached to the Rules of the **Powersave Scheme** approved by the **CER** and amended from time to time;

“**Scheme**” means the “**Powersave Scheme**”;

“**Single Electricity Market**” or “**SEM**” means the single wholesale electricity market for the island of Ireland.

“**Supplier**” means a licensed **Supplier** of electricity

“**Trading and Settlement Code**” means a code of that name adopted by the Market Operator and approved by the regulatory authorities.

Annex B

Powersave Conditions between Electricity Supplier/Aggregator and Customers

1. Qualifying Conditions

The **Powersave Scheme** is available to **Registered Customers** of the **Supplier** or **Aggregator** who meet all of the following conditions:

1. Can demonstrate to the **Supplier** or **Aggregator** that they can reduce their load by a minimum of 100kW (or such other amount as may be notified by the **Supplier** or **Aggregator** from time to time) when called upon to do so under this **Scheme**.
2. Have Revenue Standard Quarter Hourly Metering installed.
3. Suitable consumption data for at least the week before the **Customer** registers for the scheme is available to the Meter Registration System Operator (**MRSO**).

2. Notices

The **Customer** will be required to provide the **Supplier** or **Aggregator** with the following:

1. A **Powersave** contact name within the company.
2. A facsimile number for **Powersave** notification.
3. E-mail address for **Powersave** notification.
4. A telephone number for **Powersave** notification.
5. An SMS messaging number for **Powersave** notification.

3. Number of Powersave Events

At least Two (2) **Powersave Events** will be called within one (1) **Powersave Season**.

4. Operation of the Powersave Scheme

The **Customer** will be notified of the beginning and the ending of a **Powersave Period**, by the **NCCC**, by phone, SMS messaging and facsimile. The **NCCC** will use reasonable endeavours to provide a minimum of 30 minutes notice in both cases.

On receipt of such a notice the **Customer** must reply within 30 minutes by facsimile or e-mail confirming whether or not they intend to reduce their load or increase generation.

During the WPDRS season (November to March inclusive) **Powersave Events** will terminate on or before 17:00 hours and not start between 17:00 and 19:00 hours.

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5. Powersave Payment

A payment will be made by the **Supplier** or **Aggregator** to the **Customer** based on figures, provided by the **MRSO**, of the reduction in the number of kWh consumed by the **Customer** or increase in the number of kWh exported by the **Customer** during the **Powersave Period**, compared to the normal number of kWh used or exported by the **Customer**, in accordance with the following calculation:

$$\text{Payment per period} = \text{€} ((\text{Off-Peak Rate}) * (\text{kWh}_{\text{no}} - \text{kWh}_{\text{ro}}) + (\text{Peak Rate}) * (\text{kWh}_{\text{np}} - \text{kWh}_{\text{rp}}))$$

In the period four (4) weeks post the end date of the **WPDRS** scheme, **Customers** designated on both the **WPDRS** and **Powersave** schemes will receive the maximum of the above calculation or the following calculation for the period 17:00 to 19:00, At all other times the above calculation will apply

$$\text{Payment per period} = \text{€} ((\text{Off-Peak Rate}) * (\text{kWh}_{\text{no}} - \text{kWh}_{\text{ro}}) + (\text{Off-Peak Rate}) * (\text{kWh}_{\text{now}} - \text{kWh}_{\text{ro}}) + (\text{Peak Rate}) * (\text{kWh}_{\text{np}} - \text{kWh}_{\text{rp}}))$$

The **Peak** and **Off-Peak** rates for a given year are set out in the “Statement of Charges and Payments for Ancillary Services”, published on the **EirGrid** website.

For the purposes of this calculation kWh exported by the **Customer** to the transmission or distribution system under the **Powersave Scheme** are regarded as a negative quantity.

If the calculation of an individual payment results in a negative figure then this figure will be treated as zero.

6. Interruptions

If the **Customer's** electricity supply from the transmission or distribution system, as appropriate, is interrupted during the **Powersave Period** then no payments will be made under this **Scheme** relating to the period of such interruption.

7. Termination

The **Customer** may de-register from the **Scheme** by giving the **Supplier** or **Aggregator** one (1) days written notice of such intention.

Customers who fail to participate in at least one (1) **Powersave Event**, within the **Powersave Season**, will be notified and their **Powersave contract** will become null and void. **Customers** will be eligible to participate in the following **Powersave Season** provided they re-submit a **Powersave Contract**.

The **Supplier** or **Aggregator** may de-register **Customers** who fail to fulfil any of the qualifying conditions. The **Supplier** or **Aggregator** shall de-register all their **Powersave Customers** from the **Scheme** with immediate effect in the event that **EirGrid** or the **CER** terminates the **Scheme** or terminates a **Supplier's** or **Aggregator's** participation in the **Scheme**.

Annex C

Powersave Contract between the Electricity Supplier/Aggregator and Customer

**POWERSAVE CONTRACT BETWEEN SUPPLIER/AGGREGATOR
AND CUSTOMER**

CUSTOMER DETAILS

Supplier/Aggregator Name:
Supplier/Aggregator Address:
Customer:
Customer Address:
Account No/MPRN:
Load Available for Reduction (kW):
Contact Name:
Fax No:
Email Address:
Telephone No:
Mobile No/SMS:

<i>I confirm that I meet the Powersave Conditions as identified in the Powersave Scheme Rules together with the Powersave Rules and if accepted as a Registered Powersave Customer, will comply fully with the PowerSave Scheme Rules as approved by CER from time to time.*</i>	
<i>Signed for Customer:</i>	<i>Company Position:</i>
<i>Print Name:</i>	<i>Date:</i>
<i>Signed for Supplier/Aggregator:</i>	
<i>Company Position:</i>	
<i>Print Name:</i>	<i>Date:</i>