



# **Powersave Scheme**

## **Rules**

**2012/2013**

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Powersave Scheme Rules

**TABLE OF CONTENTS**

INTRODUCTION ..... 2

ELIGIBILITY ..... 3

QUALIFICATION ..... 3

ROLE OF REGISTERED POWERSAVE CUSTOMERS ..... 3

ROLE OF SUPPLIERS AND AGGREGATORS ..... 4

ROLE OF MRSO ..... 4

ROLE OF EIRGRID ..... 5

PAYMENTS ..... 6

DURATION ..... 6

TERMINATION ..... 6

COMPLIANCE ..... 7

VARIATIONS TO THE SCHEME ..... 7

GOVERNING LAW AND JURISDICTION ..... 7

DISPUTE RESOLUTION ..... 7

ANNEXES ..... 8

Annex A ..... 9

Annex B ..... 14

Annex C ..... 17

Annex D ..... 18

## 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 EirGrid.

The Rules set out herein are based on the respective roles agreed with the various participants involved in the Powersave Scheme. Defined Terms in this Scheme are shown as capitalised words and phrases and have the meaning given in Annex A. Annex B contains the Powersave Conditions between EirGrid and Customer. Annex C contains a summary of the “Published Price for Powersave 2012/2013” document. Annex D contains the Powersave Contract between EirGrid and Customer.

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

## Powersave Scheme Rules

### **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 or Aggregated Generator Unit and comply with the Rules of the Scheme.

### **QUALIFICATION**

Customers interested in participating in the Scheme should contact EirGrid for a Powersave application form (which includes a Powersave Contract) and complete and return it to EirGrid. Powersave Contracts are also available on the EirGrid website. EirGrid shall review the 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 EirGrid 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 and/or increase electricity exports on request from 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 EirGrid.

Payment for the reduction in demand and/or increase in exports will be based on the rates published on the EirGrid and CER website, in the "Published Price for Powersave 2012/2013" document.

## Powersave Scheme Rules

### **ROLE OF SUPPLIERS AND AGGREGATORS**

Suppliers and Aggregators shall be responsible for:

- Provision of all reasonable assistance to EirGrid and 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 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.
- Assist with the resolution of any query raised by a customer.

For the avoidance of doubt, the Supplier or Aggregator shall be responsible 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.

### **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 and Aggregators based on the data collected.
- Forwarding the results of calculated payments to the Suppliers, Aggregators and EirGrid for the purposes of verifying the payments under the Powersave Scheme.
- Providing the Suppliers and Aggregators and EirGrid with aggregated and trading period kWh reduction and the associated payments due for each Powersave

## Powersave Scheme Rules

Event for each of the Suppliers' or 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 six (6) monthly period.

- Sending this data to the current Suppliers and Aggregators at the end of the six (6) month settlement period, in the event that a Customer changes Supplier or Aggregator during that time.

### **ROLE OF EIRGRID**

EirGrid will be responsible for:

- Monitoring and overseeing that the Suppliers, Aggregators, and MRSO comply with Scheme and the Rules.
- Notifying the Customer's Supplier or Aggregator when a Customer enters into a Powersave Contract.
- Receiving from the MRSO the aggregated and by trading period kWh reduction 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.
- 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.

## Powersave Scheme Rules

- When a Powersave Event is required EirGrid shall contact the Powersave Customers by SMS messaging and email to advise them of the Powersave Event.
- Providing reasonable endeavours to give a minimum of 30 minutes notice of the start and end of a Powersave Event.
- Ensuring Customers are not participating in the Single Electricity Market as Autoproducers, Aggregated Generator Units, or as Demand Side Units.
- Co-ordination and approval of Powersave Contract from Customers.

### **PAYMENTS**

Information on the payment calculation process is contained in section five (5) of Annex B.

### **DURATION**

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.

### **TERMINATION**

#### ***Powersave Scheme:***

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.

#### ***Customer Participation:***

See section seven (7) of Annex B for information on the termination of Customer Contracts from the Powersave Scheme.

## Powersave Scheme Rules

### **COMPLIANCE**

EirGrid, relevant Suppliers, Aggregators, MRSO, 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 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.



## Powersave Scheme Rules

### **ANNEXES**

Annex A Defined Terms

Annex B Powersave Conditions between the EirGrid and the Customer

Annex C Powersave Contract between the EirGrid and the Customer

## Powersave Scheme Rules

### 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.

**“Aggregated Generator 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 Eve 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.

## Powersave Scheme Rules

“ $kWh_{no}$ ” 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.

If any of the input data for  $kWh_{no}$  is from a WPDRS day, Customers designated on both the WPDRS and Powersave schemes will receive the maximum of their meter data or the same day's WPDRS benchmark energy as input to the average number of kWh that the customer consumes or exports between the hours of 16:00 and 20:00

“ $kWh_{np}$ ” 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.

## Powersave Scheme Rules

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.

If any of the input data for  $kWh_{np}$  is from a WPDRS day, Customers designated on both the WPDRS and Powersave schemes will receive the maximum of their meter data or the same day's WPDRS benchmark energy as input to the average number of kWh that the customer consumes or exports between the hours of 16:00 and 20:00.

“ $kWh_{ro}$ ” 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.

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

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

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

“**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 Scheme Rules

**“Powersave Contract”** means a Powersave Contract incorporating among other terms the Powersave Conditions executed by electricity customers and EirGrid 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 EirGrid.

**“Powersave Period”** is the period during which the Customer reduces load. 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”** 1<sup>st</sup> October to 30<sup>th</sup> September.

**“Published Price”** means the price that will be paid for **Powersave** in 2012/2013 and will be published by **EirGrid** and **CER** in the “Published Price for Powersave 2012/2013”.

**“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.

## Powersave Scheme Rules

**“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 EirGrid and Customers**

#### **1. Qualifying Conditions**

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

1. Can demonstrate to the EirGrid that they can reduce their load by a minimum of 100kW (or such other amount as may be notified by the EirGrid 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 four (4) weeks 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 EirGrid with the following:

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

#### **3. Number of Powersave Events**

At least one (1) 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 EirGrid, by SMS messaging and email. EirGrid will use reasonable endeavours to provide a minimum of 30 minutes notice in both cases.

## Powersave Scheme Rules

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

During the WPDRS season Powersave Events will terminate on or before 17:00 hours and will not start between 17:00 and 19:00.hours.

### 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 and/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:

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

The Peak and Off-Peak rates for a given year are set out in the “Published Price for Powersave 2012/2013”, published on the EirGrid and CER 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.



## Powersave Scheme Rules

### **7. Termination**

The Customer may de-register from the Scheme by giving EirGrid one (1) day written notice of such intention. EirGrid may de-register Customers who fail to fulfil any of the qualifying conditions. EirGrid shall de-register all Powersave Customers from the Scheme with immediate effect in the event that EirGrid or the CER terminates the Scheme.

# Powersave Scheme Rules

## Annex C

### Outline of “Published Price for Powersave 2012/2013” Document

#### **Powersave Published Price**

This document contains the details of the rates for Powersave, and constitutes the document referred to in “Powersave Scheme Rules” document published by EirGrid and CER.

#### **Published Prices**

The Published Prices are as follows:

- Off-Peak Rate: 38.12 c/kWh
- Peak Rate: 95.30 c/kWh

These rates will be applicable for the duration of the Scheme unless otherwise approved by the CER.

Annex D

**POWERSAVE CONTRACT BETWEEN EIRGRID AND CUSTOMER**

CUSTOMER DETAILS

<b>Supplier/Aggregator Name:</b> .....
<b>Customer:</b> .....
<b>Customer Address:</b> .....
<b>MPRN:</b> .....
<b>Load Available for Reduction (kW):</b> .....
<b>Contact Name:</b> .....
<b>Email Address:</b> .....
<b>Telephone No:</b> .....
<b>Mobile No/SMS:</b> .....

<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 EirGrid:</i> .....	
<i>Company Position:</i> .....	
<i>Print Name:</i> .....	<i>Date:</i> .....