

## **Renewable Energy Feed in Tariff**

**A COMPETITION FOR  
ELECTRICITY GENERATION  
–from Biomass Technologies  
2010-2015**

## **REFIT 3**

Updated: July 2013

## **Freedom of Information Act**

*All records held by the Department of Communications, Energy and Natural Resources are subject to the provisions of the Freedom of Information Act, as amended or revised, (“the Act”) and may be subject to disclosure in the public interest.*

*The Act establishes a general rule of disclosure of all records held by certain bodies including the Department of Communications, Energy and Natural Resources. Some exceptions are provided for particularly where information is of a personal or confidential nature. Applicants should seek their own legal advice on the applicability of the Act to any application submitted.*

## Table of Contents

CHAPTER I .....	4
1. Overview .....	4
2. Definitions and Interpretation. ....	6
3. Description of the support scheme .....	10
4. Technology Supports and Quantitative Limits.....	10
5. REFIT 3 Reference prices and payments .....	13
6. Legal basis and mechanism for REFIT payment .....	15
7. The REFIT letter of offer .....	16
8. Power Purchase Agreement (Contract). ....	17
9. Conditions of Offer .....	19
10. Procedural Matters .....	25
11. Access and Performance Monitoring .....	27
12. Consultations with Third Parties .....	28
13. Costs, Expenses and Liability .....	28
14. Acknowledgement of Notification and Acceptance of Terms and Conditions .....	29
 CHAPTER II .....	 30
Annex 1.....	30
Letter of Authorisation for Release of Information (CER) .....	30
Annex 2.....	31
Letter of Authorisation for Release of Information (ESB Networks) .....	31
Annex 3.....	32
Letter of Authorisation for Release of Information (Eirgrid).....	32
 CHAPTER III.....	 33
Refit Application Form.....	33
Checklist of documents to be submitted in a REFIT Application .....	37
Checklist of documents to be submitted prior to inclusion in the annual statutory instrument that provides for REFIT payments to be made.....	37
 CHAPTER IV .....	 38
**Transferring a project from REFIT 1 into REFIT 3** .....	38
Checklist of documents to be submitted with a request to transfer capacity from REFIT 1 to REFIT 3.....	42

## CHAPTER I

### 1. Overview

- 1.1 Under EU Directive 2009/28/EC, Ireland has been set a legally binding target for the share of renewable energy in consumption by 2020. Our target is 16% overall, which must be met across the electricity, heat and transport sectors (with a minimum 10% share required in transport in 2020.)
- 1.2 In our National Renewable Energy Action Plan (NREAP), submitted to the European Commission in July 2010, we have set out how we intend to achieve the 16% overall target addressed to Ireland – through 10% renewables in the energy consumption in the transport sector by 2020; 12% in the heat sector and 40% in the electricity sector. The full achievement of these 3 sectoral targets is in line with the delivery of the legally binding 16% target.
- 1.3 At the end of 2010, our consumption of electricity from renewable sources stood at 14.8% and we need to increase this to 40% by 2020, if we are to meet our legal obligations. In order to contribute towards our target, REFIT 3 sets out to encourage the development of biomass resources through REFIT for biomass generation.
- 1.4 On the basis of current electricity and economic growth forecasts, the 40% target will require an installed renewable generating capacity of approximately 4,000MW<sup>1</sup>. The purpose of this document, subject to sub-section 1.5 below, is to introduce a new REFIT support scheme to ensure that Biomass technologies (REFIT 3) can contribute to the quantitative target for 2020. The conditions applying to these additional categories are notified herein.
- 1.5 The Competition is necessary to contribute to meeting a target addressed to Ireland in Directive 2009/28/EC under reasonable assumptions and to encourage the development of Anaerobic Digestion (AD) (including AD CHP), Biomass CHP and Biomass combustion (meaning thermo-chemical conversion of biomass) technologies in an energy market. Quantitative limits are set out below in each category.
- 1.6 REFIT 3 is designed to incentivise the addition of 310MW of renewable electricity capacity to the Irish grid. Of this, 150MW will be High Efficiency CHP (HE CHP), using both Anaerobic Digestion and the thermo-chemical conversion of solid biomass, while 160MW will be reserved for biomass combustion and biomass co-firing (sub-section 4.1 refers.) The form of the support is explained in Chapter “3” of this document. Plants must be new plants in all cases, neither fully commissioned nor operational on 1/1/2010, except where biomass is co-fired with peat in an existing plant. Projects must be operational or substantially complete within 9 months of the end of 2015. The

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<sup>1</sup> See SEAI Energy Forecasts for Ireland to 2020 (2011 Report) available at [www.seai.ie](http://www.seai.ie)

support for any particular project cannot exceed 15 years and may not extend beyond 31/12/2030. That is, for the avoidance of doubt, for projects that commence exporting eligible electricity on a date after 2015, the maximum eligible period for REFIT payments will be 15 years less the period between the end of 2015 and the date on which the export commenced. It is highlighted to all applicants that plants, except where biomass is co-fired with peat in an existing plant, must be new and that under state aid rules, power plants (except where biomass is co-fired with peat) that have previously received any support under a previous support scheme cleared under EU state aid rules (e.g. AER, REFIT 1 etc) are ineligible for REFIT 3.

- 1.7 The Competition is subject to any and all clearances required from the Commission of the European Union and any consents, clearances or licenses which might be required from any other competent body. The Minister reserves the right to alter or amend any aspect of this Competition including as a consequence of any directions, conditions or requirements of any such consents, clearances or licenses.
- 1.8 The Minister may, where he considers it appropriate to do so, request any information he deems necessary for the consideration of an application or to confirm to his satisfaction ongoing compliance by an applicant or application with the Competition terms and conditions and the Minister may exclude any application if any information requested in a letter warning of the possibility of such exclusion is not received within 21 days after being requested in such a letter.
- 1.9 Clarifications relating to this competition and the operation of the REFIT 3 scheme may be posted from time to time on the Department's website.
- 1.10 Copies of legislation referred to in this document are available online at <http://www.irishstatutebook.ie>; EU Directives are available online at <http://eur-lex.europa.eu/en/index.htm>. CER Decisions are available at [www.cer.ie](http://www.cer.ie)
- 1.11 No applications for support under this Competition will be accepted after 31/12/15 or after the quantitative limits set out in paragraph 4.1 have been reached, whichever is sooner or after such other date as the Minister may decide and notify on the website (currently, [www.dcenr.gov.ie](http://www.dcenr.gov.ie)) of the Department of Communications, Energy and Natural Resources (DCENR).
- 1.12 If an application is received in the Competition after 16.00 hours on a working day, or on a Saturday or Sunday or a public holiday, it shall be deemed to have been received at opening on the next working day.

## 2. Definitions and Interpretation.

2.1 For the purposes of these terms and conditions, the following expressions shall have the following meanings: -

“**AD**” means anaerobic digestion

“**anaerobic digestion**” means the process by which biomass material is broken down by micro-organisms under anaerobic conditions, and where the resulting biogas is used to generate electricity.

“**biomass**” means the biodegradable fraction of products, waste and residues from biological origin from agriculture (including vegetal and animal substances), forestry and related industries including fisheries and aquaculture, as well as the biodegradable fraction of industrial and municipal waste.

“**CER**” means Commission for Energy Regulation.

“**CHP**” means combined heat and power. See cogeneration.

“**co-firing**” means the combustion of biomass, up to 30% of the stated electricity generation capacity of the plant in any single year, in one of the existing three peat fired power stations operational under state aid clearance.

“**cogeneration**” means the simultaneous generation in one process of thermal energy and electrical and/or mechanical energy. For the purposes of REFIT, only Cogeneration meeting the High Efficiency CHP standard will be accepted for support. “High Efficiency CHP” (**HE CHP**) means High Efficiency Cogeneration as described in the 2004 Cogeneration Directive (2004/8/EC).

“**connection offer**” means a grid connection offer issued by the transmission grid operator or the distribution grid operator of sufficient capacity to carry the capacity of the project submitted in the Competition.

“**connection agreement**” means evidence of having accepted a grid connection offer of sufficient capacity to carry the capacity of the project and entered into an agreement with the relevant system operator.

“**DCENR**” means Department of Communications, Energy and Natural Resources

“**Department**” or “**The Department**” means Department of Communications, Energy and Natural Resources, unless otherwise stated.

**“Directive 2004/8/EC”** means Directive 2004/8/EC of the European Parliament and of the Council of 11 February 2004 on the promotion of cogeneration based on a useful heat demand in the internal energy market and amending Directive 92/42/EEC.

**“Directive 2009/28/EC”** means Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC.

**“distribution”** has the meaning assigned to it by section 2(1) of the Electricity Regulation Act 1999;

**‘district heating’ or ‘district cooling’** means the distribution of thermal energy in the form of steam, hot water or chilled liquids, from a central source of production through a network to multiple buildings or sites, for the use of space or process heating or cooling.

**“eligible electricity”** means electricity produced by a new electricity generation plant in the state (apart from an existing peat-fired facility co-firing biomass) using one of the technologies supported in this competition, and accepted into the REFIT scheme where the electricity is metered generation exported to the grid and which is eligible to contribute to a target addressed to Ireland in Directive 2009/28/EC.

**“energy crop”** means a crop grown specifically for use as an energy source, including perennial species such as willow or miscanthus, or cereal grains, but not including waste and residues from agricultural production.

**“full planning permission”** means, in the case of projects a full grant (and not merely a decision to grant) of planning permission issued by the relevant planning authority (or, if it is the case, An Bord Pleanála) for the construction of the appropriate electricity generating plant at the site which has not expired where such permission is required or evidence that planning permission is not required.

**“fully commissioned”** means completed and energised with all distribution or transmission requirements (as appropriate) satisfied and with any testing required by the relevant system operator having been satisfactorily completed

**“ generator”** means a person who is the holder of a licence to generate electricity under section 14 (1)(a) of the Electricity Regulation Act and in the context of these terms and conditions means in addition a person accepted into this scheme who produces electricity from renewable sources.

**“guarantee of origin”** means an electronic document which has the sole function of providing proof to a final customer that a given share or quantity of

energy was generated from renewable sources; a guarantee of origin has no function with respect to the state's compliance with the legally binding target addressed to Ireland under Directive 2009/28/EC.

**“HE CHP”** means High Efficiency Combined Heat and Power. See cogeneration.

**“kWh”** means kilowatt hour

**“licensed supplier”** means an entity licensed by the Commission for Energy Regulation to supply electricity in the State.

**“market payment”** means all relevant revenues, determined in accordance with the relevant Commission for Energy Regulation (CER) decision (CER/08/236) in the context of the trading arrangements and any further decisions the CER may make in this regard.

**“metered generation”** as defined in CER 08/236 metered generation means Active Power produced at the Export Point (being the nominal commercial point of entry to the Transmission or Distribution System of the Active Power generated at a Transmission connected or Distribution connected site.)

**“Minister”** or **“the Minister”** means Minister for Communications, Energy and Natural Resources unless otherwise stated.

**“MW”** means megawatt

**“new electricity generation plant”** means an electricity generating plant which was neither fully commissioned nor operational on 1/1/2010.

**“operational”** means exporting from the power plant to the distribution or transmission system (as appropriate), following satisfactory meeting of all necessary grid code requirements and satisfactory completion of the distribution or transmission (as appropriate) testing and awarding of any related certification by the relevant system operator.

**“Power Purchase Agreement”** (also referred to in these terms and conditions as “PPA”) means, in the case of eligible domestic electricity, a contractual agreement, including a PPA price, between an electricity generator and a licensed supplier obliging the latter to purchase the output from a new renewable energy powered electricity generation plant selected in this Competition.

**“PPA”** means Power Purchase Agreement

**“PPA price”** means the price under a PPA paid by a supplier to a generator accepted into REFIT 3.

**“PSO generator”** means a generator that is party to a REFIT or AER Power Purchase Agreement listed in Schedule 1, Part 3; Schedule 1A; Schedule 1B; or Schedule 3 to the Electricity Regulation Act 1999 (Public Service Obligations) Order 2002 (S.I. No. 217 of 2002).

**“REFIT”** means Renewable Energy Feed in Tariff

**“renewable energy”** means energy from renewable energy sources within the meaning of Directive 2009/28/EC. This means energy from renewable non-fossil sources, namely wind, solar, aerothermal, geothermal, hydrothermal and ocean energy, hydropower, biomass, landfill gas, sewage treatment plant gas and biogases.

**“RES-E”** means electricity generated from renewable sources.

**“S.I. 217 of 2002”** means Statutory Instrument 217 of 2002 entitled Electricity Regulation Act 1999 (Public Service Obligations) Order 2002.

**“S.I. 299 of 2009”** means Statutory Instrument 299 of 2009 entitled Electricity Regulation Act 1999 (appointment of person to calculate power to heat ratios of combined heat and power units) Order 2009.

**“S.I. 499 of 2009”** means Statutory Instrument 499 of 2009 entitled European Communities (High Efficiency Combined Heat and Power) Regulations 2009.

**“S.I. 532 of 2010”** means Statutory Instrument 532 of 2010 entitled Electricity Regulation Act 1999 (Public Service Obligations) (Amendment) Order 2010.

**“S.I. 147 of 2011”** means Statutory Instrument 147 of 2011 entitled European Communities (Renewable Energy) Regulations 2011.

**“S.I. 477 of 2011”** means Statutory Instrument 477 of 2011 entitled European Communities (Birds and Habitats) Regulations 2011.

**“Substantially complete”** means the earlier of

- a. The completion by the generator of all works required for the energisation for the purposes of commencement of commissioning of facility systems; or
- b. The turbine(s) have been delivered to the site and evidence can be provided that financing for the completion of the construction of the project is contractually committed.

**“thermo-chemical conversion”** means the thermo-chemical conversion of biomass material to produce electricity, regardless of whether other non biomass material is simultaneously combusted.

“**time deadline**” means, as the context requires, any deadline set by or in accordance with these terms and conditions.

“**transmission**” has the meaning assigned to it by section 2(1) of the Electricity Regulation Act 1999.

### **3. Description of the support scheme**

- 3.1 REFIT is a feed-in-tariff support scheme that operates by guaranteeing new renewable generation (and biomass co-firing in existing peat plants) a minimum price *for electricity* exported to the grid over a 15 year period.
- 3.2 The Minister invites applications from prospective generators, in the form notified in this Document, for support for renewable energy based electricity generating plant in accordance with these terms and conditions, and for those technologies set out in this document.
- 3.3 All individual projects accepted into REFIT 3 must be metered separately. It is a requirement of the REFIT 3 scheme that official EirGrid/ESB Networks meters are installed and polled by EirGrid/ESB Networks as appropriate. The metering of a project must relate to the size and maximum export capacity of the project accepted into the scheme. Where there is additional electricity generation installed on a site beyond what was accepted as part of the REFIT application, this must be metered separately to the REFIT project.
- 3.4 Only electricity that is exported metered generation as set out in Statutory Instrument 532 of 2010 and defined in section 4.2 of the CER Decision Paper CER/08/236 ‘*Calculation of the R-factor in determining the Public Service Obligation Levy*’ is eligible for REFIT 3 payments i.e. REFIT 3 is not payable for electricity generation consumed onsite.
- 3.5 The period of the public service obligations to be imposed, commences, in respect of a REFIT power purchase agreement, the date on which the supplier purchases output from the plant of the generator which is exported for the purposes of distribution or transmission.
- 3.6 REFIT payments are made to the supplier with whom the REFIT applicant has entered into a REFIT Power Purchase Agreement (PPA). The supplier pays the generator on the basis of the PPA contract they have agreed. The PPA price must be at least equal to the REFIT 3 reference price for the specific technology category as set out in sub-section 5.1, adjusted by sub-section 5.2 as appropriate.

### **4. Technology Supports and Quantitative Limits**

- 4.1 The support scheme is on offer for electricity exported to the grid in each technology category subject to the following quantitative limits;

<b>Anaerobic Digestion (including AD CHP)</b>	<b>50MW</b>
<b>Biomass CHP</b>	<b>100MW</b>
<b>Biomass Combustion (including co-firing with peat)</b>	<b>160MW</b>

*The maximum size of an individual plant that may be accepted into REFIT 3 is 50MW<sub>e</sub>. An exception to this rule applies to peat co-firing stations which may co-fire peat and biomass up to 30% of the capacity of the plant (up to a maximum of 50MW) in any single year.*

*A further exception to this rule applies to the installed capacity of hybrid generating plants, where the overall installed capacity of the plant may be greater than 50MW, but where the renewable biomass component (the part on which REFIT is payable) does not exceed 50MW<sub>e</sub> equivalent in any single year. Hybrid plants must be able to demonstrate this to the satisfaction of DCENR and CER in order to be accepted into the scheme.*

- 4.2 Once available capacity in a specified category has been assigned to a specific applicant, the specific project is deemed to remain in that category for the duration of the scheme and the capacity assigned to that project may not be assigned to any other applicants, unless the project to whom the capacity has been assigned withdraws from the scheme or the capacity is otherwise withdrawn.
- 4.3 An applicant may only apply to move technology category in respect of a specific project prior to receipt of any payments under the REFIT scheme in respect of that project. They must withdraw the original application and submit a new application, subject to the scheme terms and conditions and capacity available, for consideration. In the event that the new category has been fully subscribed, the applicant will be placed on a reserve list pursuant to sub-section 10.9 below.

#### ***Biogas Offsite Use***

- 4.4 REFIT 3 is payable for electricity exported to the grid. It can be claimed by a Generator using biogas derived from an Anaerobic Digester, where both sites are physically separated, if that biogas is injected into the gas grid or transported, subject to those conditions that the CER might stipulate.

At present the framework for new gas connections does not explicitly discriminate for or against any form of gas. However it does not explicitly cater for gas from renewable sources. The injection of gas from renewable sources (and /or smaller sources as are likely with biogas) may require clarifications to the current connections and charging framework as it may create the concept of a ‘Distribution Entry Point.’ All natural gas entering the gas network in Ireland,

must comply with specific gas quality requirements. Decisions in this regard are a matter for the CER.

Should any applicants in the REFIT 3 scheme wish to avail of the biogas offsite gas provision, this would need to be specified at the outset in the application and it would be subject to any arrangements for injecting gas into the gas network determined by CER. Details will also have to be clarified in conjunction with CER as to how to associate biogas produced in one location with gas used in a different location to generate electricity.

### ***Bioliquids***

4.5 In the case of plants wishing to use bioliquids to generate renewable electricity, the developer will be required to provide data annually to the Commission for Energy Regulation, of compliance with any future regulations transposing the Sustainability Criteria for Bioliquids set out in Directive 2009/28/EC.

### ***Waste to Energy Calculation***

4.6 For the calculation of the renewable portion of waste to energy, the intention is to use a recognised European Standard (EN) as set out by CEN (European Committee for Standardisation.) This standard is in development and once it has been finalised, this will be the future methodology used. In the interim, the ‘mass balance ‘ system will be used, whereby waste is sampled on a set basis and a breakdown of the components by calorific value is used to estimate the renewable component for the ex ante calculation. For the ex-post reconciliation, it is hoped that the CEN standard will be available and if not, a different methodology (to be determined) will have to be used.

4.7 With regard to the fuel types used in biomass plants, including the use of energy crops, records should be maintained on a plant records basis, including records of

- types and quantities of feedstocks, including non-renewable
- energy content based on sampling
- flue gas analysis

For PSO certification purposes, the supplier who is party to the PPA will be required to submit this information to the CER and it shall be accompanied by a report verifying the information. The verification shall be completed by an independent person in accordance with the requirements for assurance engagements prescribed in ISAE 3000, or an equivalent standard as may be agreed with CER.

### ***HE CHP***

4.8 In the case of the HE CHP generation, an applicant who has been certified by CER as eligible, shall be deemed to be in the HE CHP category (and using the allocated limits in that category) for the duration the project is in REFIT 3, even if the electricity exported is paid at the biomass combustion rate for periods during which they don't meet the HE CHP criteria.

- 4.9 Developers should note that for any year in which a CHP plant does not achieve either the required energy efficiency, or the required Primary Energy Savings as per Directive 2004/8/EC, only the appropriate non-CHP rate for that technology will be paid in respect of electricity exported from said plant.
- 4.10 Only electricity produced from combined heat and power as defined in section 2(1) of the Electricity Regulation Act 1999 (as amended by section 6 of the Energy (Miscellaneous) Provisions Act 2009) and as determined in the context of relevant governing Irish legislation shall attract the CHP rate for electricity output.
- 4.11 A plant that applies for the biomass combustion tariff (including co-firing) and receives REFIT 3 at that rate cannot move into a CHP rate, unless prior to REFIT payments commencing in respect of the project, it withdraws and submits a new application which meets the terms and conditions for the CHP rate and there is sufficient capacity availability.

## 5. REFIT 3 Reference prices and payments

Payments will be calculated in accordance with these terms and conditions as follows:

- 5.1 The following shall be the reference prices for each technology category at 1.1.2010 for each category of electricity notified herein for the purpose of calculating compensation for suppliers
- |   |             |
|---|-------------|
| i. AD CHP (units less than or equal to 500 kW <sub>e</sub> )      | 15c per kWh |
| ii. AD CHP (units of greater than 500 kW <sub>e</sub> )           | 13c per kWh |
| iii. AD (non CHP) (less than or equal to 500 kW <sub>e</sub> )    | 11c per kWh |
| iv. AD (non CHP) (units of greater than 500 kW <sub>e</sub> )     | 10c per kWh |
| v. Biomass CHP (units less than or equal to 1500kW <sub>e</sub> ) | 14c per kWh |
| vi. Biomass CHP (units of greater than 1500kW <sub>e</sub> )      | 12c per kWh |
| vii. Biomass Combustion (non-CHP):                                |             |

*For using energy crops 9.5c/kWh*

*For all other biomass 8.5c/kWh*

Where energy crops are being used, the supplier with whom the generator has entered into a PPA must obtain evidence to substantiate a claim for the higher energy crops combustion tariff (sub-section 4.7 above refers.)

- 5.2 The reference prices in 5.1 will be adjusted by way of indexation annually by the annual increase, if any, in the consumer price index (CPI) in Ireland commencing 1 January 2010. DCENR shall publish the resulting reference prices, adjusted by the increase in CPI (if any), on its website on publication of the annual rate of CPI by the Central Statistics Office (CSO.)

- 5.3 For those projects in receipt of REFIT 3 for Combined Heat and Power (CHP) installations, loss of HE CHP certification will result in the REFIT 3 reference price for exported electricity from the plant reverting to the non-CHP rate for that technology for the period in respect of which CER make such a determination. REFIT 3 at the higher rate will only be restored once CER have certified that the installation once again meets the HE CHP standard, and the period in respect of which that determination is made.
- 5.4 To determine the level of REFIT support payable from the PSO levy to suppliers that have entered into REFIT PPAs, total market revenues are compared to eligible REFIT 3 costs under the REFIT 3 Terms and Conditions, as per the mechanism set out in CER/08/236. The total market revenues and total REFIT 3 costs in the calculation are the sum of the respective amounts in each PSO period.
- 5.5 There is no REFIT payable to the supplier where the market payment is equal to or greater than the sum of the REFIT reference price plus balancing payment. Where the REFIT reference price plus balancing payment exceed the market payment, payment to the supplier under the scheme is the difference between the two.

***Balancing Payment***

- 5.6 A balancing payment of up to a maximum of an additional 0.99 cent per kWh purchased under the PPA may be payable to the supplier.
- 5.7 This 0.99 c/kWh payment is not subject to any increases in CPI i.e. the provisions of sub-section 5.2 do not apply to the balancing payment.
- 5.8 The full 0.99 c/kWh is payable where the market payment is equal to or less than the REFIT 3 reference price set out in sub-section 5.1 (as adjusted by sub-section 5.2.)
- 5.9 In instances where the market payment is equal to or greater than the combination of the REFIT 3 reference price plus balancing payment, no balancing payment is payable.
- 5.10 Where the market payment exceeds the reference price but is less than the total of the reference price plus 0.99cent, the balancing payment shall be 0.99 cent less the amount by which the market payment exceeds the REFIT 3 reference price.

*Illustrative Table showing examples of different technologies and different market payments and the balancing payment amount (if any) that is payable:*

Technology Type	REFIT reference price	Market Payment Example 1	Balancing Payment Example 1	Market Payment Example 2	Balancing Payment Example 2	Market Payment Example 3	Balancing Payment Example 3
Biomass combustion (energy crops)	9.5 c/kWh	10 c/kWh	0.49 c/kWh	9 c/kWh	0.99 c/kWh	11 c/kWh	0 c/kWh
Biomass CHP (units greater than 1500 kWh)	12 c/kWh	10 c/kWh	0.99 c/kWh	12.50 c/kWh	0.49 c/kWh	13 c/kWh	0 c/kWh
AD CHP (greater than 500kW)	13 c/kWh	15 c/kWh	0 c/kWh	13.6 c/kWh	0.39 c/kWh	10 c/kWh	0.99 c/kWh

## **6. Legal basis and mechanism for REFIT payment**

*The law of Ireland shall be applicable to this Competition and the courts of Ireland shall have exclusive jurisdiction to deal with any dispute arising out of this Competition or about the interpretation or application of any of the terms and conditions of this Competition.*

- 6.1 The REFIT scheme is funded through the Public Service Obligation (PSO) charged to all electricity consumers. Section 39 of the Electricity Regulation Act 1999 sets out the legal basis for the PSO.
- 6.2 Statutory Instrument No. 217 of 2002 made under Section 39 requires that the Commission for Energy Regulation ('CER') calculates and certifies the costs associated with the PSO, including each of the relevant PSO schemes, and sets the associated levy for the required period.
- 6.3 The PSO levy year runs from 1 October to 30 September.
- 6.4 At least 5 months prior to the commencement of a levy period each supplier is required to inform CER of any generators with whom it has entered into a REFIT PPA, on behalf of whom they will be eligible to receive REFIT payments in the upcoming PSO period.
- 6.5 The CER then calculates the amount of the PSO related to REFIT on the basis of the information provided to it by suppliers and other relevant information as outlined in CER's PSO decision papers (available at <http://www.cer.ie/>)
- 6.6 It is for the parties to the REFIT PPAs (i.e. the generators and suppliers) to ensure communication with each other on the state of play of projects and to ensure that CER is provided with timely information each year by suppliers in accordance with its PSO timelines.

- 6.7 Only those projects that have been notified to CER by suppliers and included in the relevant PSO calculation by CER are eligible for REFIT payments in the relevant PSO period.
- 6.8 On an annual basis, to coincide with the PSO levy year commencing 1 October, the Minister publishes a statutory instrument that contains a list of REFIT projects eligible for REFIT payments in the upcoming year.
- 6.9 Payments cannot be made unless the project is both listed in the S.I. for the upcoming PSO year and has been included by CER in the PSO levy decision.
- 6.10 For projects in REFIT 3, they will only be included in the REFIT statutory instrument when they have fulfilled all of the conditions set out in sub-section 9.10

## **7. The REFIT letter of offer**

- 7.1 Each applicant declared successful in the REFIT 3 categories notified herein will receive a “letter of offer”. The “letter of offer” may be used by an applicant to confirm to any licensed electricity supplier that in return for entering into a PPA to purchase the eligible electricity from the proposed renewable energy powered plant, for up to 15 years, the supplier will, when these terms and conditions provide for it, be entitled to receive a REFIT 3 payment (for the period of the PPA up to a maximum of 15 years), calculated in accordance with these terms and conditions.
- 7.2 The letter of offer will contain a unique REFIT reference number in respect of the project. To facilitate the administration of the scheme, it is a requirement that this reference number be quoted in all future communication with the Department.
- 7.3 Project developers must be able to demonstrate within 90 working days of the Department issuing a REFIT 3 letter of offer that they have accepted a grid connection offer and signed a grid connection agreement (sufficient to carry the capacity of the project) and they must submit evidence of having entered into a grid connection agreement to the Minister (including providing a grid connection agreement number.) Where the grid connection offer has not been accepted and signed, the Minister may withdraw any offer of REFIT 3 support for that project.
- 7.4 A “letter of offer” will not be made in any case unless:
  - (i) In the case of proposed projects planning permission has been obtained for the construction and this is demonstrated to the Minister in the application or it is demonstrated that planning permission is not required in any individual case, and

- (ii) a connection offer has been made by the appropriate network operator to connect the project submitted in REFIT 3 and this is demonstrated to the satisfaction of the Minister in the application and
- (iii) the applicant has indicated on the REFIT application form their indicative date of construction and/or scheduled date for being fully firm (if different) as set out in the grid connection offer/agreement in respect of the project
- (iv) In the case of plants wishing to avail of REFIT 3 in respect of cogeneration (CHP) technologies, the developer has successfully demonstrated that their project will meet the High Efficiency CHP standard under the terms of the 2004 Cogeneration Directive (2004/8/EC)<sup>2</sup> and has been certified by CER under S.I. 299 of 2009 in this regard.
- (v) In the case of existing peat fired electricity generation plant that are presently subject to 'Take or Pay' contracts for peat, until such a time as the plant owner can demonstrate that any obligations under those contracts have been removed for that volume of peat to be displaced by biomass co-firing.

## **8. Power Purchase Agreement (Contract).**

8.1 The REFIT PPA between any licensed supplier and the generator accepted into REFIT shall state the purchasing terms, including the price and the minimum amount of electricity to be purchased, from the new electricity plant selected in this Competition and be for a period not exceeding fifteen years. The Department is not party to the PPA, which is a commercially negotiated arrangement between the two parties.

8.2 A PPA may be made subject to all or any of the following conditions:

(a) the project securing a letter of offer under this Competition and

(b) the making of an Order [Statutory Instrument] (coinciding with the project's inclusion in the PSO levy calculation) under section 39 of the Electricity Regulation Act, 1999, in respect of the PPAs referred to in these terms and conditions and

(c) that a PPA may be terminated on the instigation of the generator in accordance with sub-section 8.7 (in the event of such a cancellation, the letter of offer shall cease to confer any entitlement with effect from the date of cancellation of the PPA and, subject to sub-section 8.7, no renovation or revival of the PPA shall confer any such entitlement).

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<sup>2</sup> Developers should note that for any year in which a CHP plant does not achieve either the required energy efficiency, or the required Primary Energy Savings as per Directive 2004/8/EC, only the appropriate non-CHP rate for that technology will be paid in respect of electricity exported from said plant.

- 8.3 Any cancellation or amendment affecting the duration, of a PPA, shall be notified in writing by the REFIT applicant/generator or his successor to the Department and the Commission for Energy Regulation forthwith.
- 8.4 In accordance with sub-paragraph 3.6, the PPA price must be at least equal to the REFIT 3 reference price for the specific technology category as set out in sub-section 5.1, adjusted by sub-section 5.2 as appropriate.
- 8.5 Parties to a REFIT PPA shall notify the Department and the Commission for Energy Regulation immediately in writing in the event that a project in receipt of REFIT payments ceases to operate.
- 8.6 If a PPA which complies with these conditions is terminated due to circumstance beyond the control of the REFIT applicant including any successor thereto in any individual case the letter of offer may, on the application of the successful applicant and with the prior written consent of the Minister, be transferred to another licensed supplier if that supplier enters into a PPA which is compliant with these conditions for the remainder of the term.
- 8.7 (a) An applicant who submits a project into this scheme, which is accepted into REFIT 3 by the Department may withdraw that project from the REFIT 3 scheme and thereby leave the PPA for the open market by giving 12 months prior notice of the date of withdrawal to the Minister and the supplier who is the counterparty to the relevant PPA. In the event of such a withdrawal
- i) the letter of offer shall, insofar as it affects the project developer/generator, which includes any future developer/generator developing or operating the same project within REFIT 3, cease to confer any entitlement within the REFIT 3 scheme with effect from the notified date of withdrawal and no renovation or revival of the REFIT offer shall be permitted after the date notified as the withdrawal date has passed, and
  - ii) insofar as it affects any supplier as a party to a PPA, the supplier shall cease to qualify for REFIT compensation payments in respect of any power metered or purchased from that project after the notified date of withdrawal from REFIT has passed.
- (b) For the avoidance of doubt in interpreting the preceding provision it shall be noted as follows.
- i) The exercise of the discretion permitted by this provision is a discretion to exit REFIT and thereby terminate the associated PPA for the open market.
  - ii) Any disagreement arising between a generator and supplier about exiting REFIT which is referred to the Department shall be considered by the Department in the context of the REFIT rules.
  - iii) Subject to ii) above, any dispute arising between a generator and a supplier about any provision in the associated PPA negotiated in the liberalised electricity market, whether or not that dispute arises as a consequence of the exercise of the discretion permitted by this provision, shall be settled in accordance with the provisions of the PPA.

- iv) Nothing in this sub-section shall be interpreted to preclude a supplier and generator from otherwise agreeing the withdrawal of a project from REFIT with less than 12 months notice where such agreement is reached between the generator and the supplier who are both parties to the same PPA.

## **9. Conditions of Offer**

- 9.1 It shall be a condition of any letter of offer in this Competition that each recipient of an offer shall comply on an ongoing basis with the terms and conditions of the Competition and any other legal or regulatory requirements applicable to the project in question. In the case of any material breach of any of these terms or conditions, or of any legal or regulatory requirements, any letter of offer may be withdrawn.
- 9.2 In compliance with planning legislation, valid planning permission must continue to be held by the applicant until the plant has been constructed. In cases where planning permission expires prior to construction, evidence of the grant of a planning permission extension in time or evidence of new planning permission grant must be submitted without delay to the Minister. Where a project that has not yet been constructed is not capable of demonstrating valid planning permission or proving that it is not required, the Minister may withdraw any offer of REFIT 3 support for that project. Applicants' attention is drawn to S.I. 477 of 2011 entitled European Communities (Birds and Natural Habitats) Regulations 2011 and the requirement to ensure they comply with any applicable provisions in the statutory instrument in respect of their project, in particular the requirement to carry out Natura impact assessment screening and or Natura impact assessments.<sup>3</sup>
- 9.3 In accordance with S.I. 147 of 2011, where a PSO generator in REFIT 3 receives a guarantee of origin for a renewable energy unit, no support scheme payment for the same unit of electricity shall be made. A generator must exit the scheme (in accordance with sub-section 8.7 and will not be eligible to return), should they wish to obtain Guarantees of Origin instead of REFIT.
- 9.4 Nothing in these rules shall be interpreted to preclude a developer, subject to the Minister's prior approval, from modifying or replacing equipment or plant in a REFIT 3 project without affecting the REFIT status of the application as first approved subject to the following conditions;
- a) the project remains in the same category and the equipment meets the conditions and requirements of REFIT 3, including the requirements of the High Efficiency CHP Directive (2004/8/EC),
  - b) the installed rating and maximum export capacity of the project does not exceed the capacity of that project as notified in the first approved application and

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<sup>3</sup> <http://www.npws.ie/planning/appropriateassessment/>

- c) the forecast or predictable annual output from the new equipment does not increase significantly the annual output of the project achieved in preceding years unless this predicted increase is also approved by the Minister.
  - d) Any changes are fully compliant with planning permissions granted.
- 9.5 The purpose of the obligations in sub-section 9.10 following is to ensure that each successful applicant, in addition to the other terms and conditions and requirements, is obliged to make timely and reasonable progress to deliver their project promptly and to deal promptly with all matters under their control. Therefore, all applicants should note that the time limits stated in sub-section 9.10 are strict and that, subject to section 9.6 and 9.8, time will be of the essence and a letter of offer may, subject to section 9.6 and 9.8, be withdrawn in the event of failure to comply with such a time limit.
- 9.6 If the applicant, due to circumstances beyond their control, will be unable to meet specific time deadlines pertaining to material or information required to be submitted to the Department and if an extension to the time limit is required, then the applicant shall give prior written notification to the Minister setting out the reasons and the extended period which the applicant requires to meet the relevant obligation and the Minister may, at his sole discretion, if satisfied that:
- (i) the circumstances stated have occurred, and
  - (ii) the reasons for the delay are outside the control of the applicant, and
  - (iii) do not arise due to the fault or neglect of the applicant, its servants or agents, and
  - (iv) that the time extension sought is reasonable, and
  - (v) that the obligation referred to can be reasonably shown to be achievable by the requested extended date,
- accede to the request to extend the time deadline limit (but the Minister shall not be obliged to do so and this discretionary power shall not give rise to any legitimate expectation or promise of any kind).
- 9.7 In respect of any approved extended deadline, where such an extended deadline is not adhered to, the Minister may withdraw a letter of offer from an applicant who fails to meet it.
- 9.8 The Minister may, even where no applications for extensions of time limits have been received, publish, in the event of a delay in grid connection build-out affecting, or likely to affect, a significant number of REFIT applicants or a category (which may be a category defined by type of project or by reference to some factor related to the likely impact of such a delay ) of them, a notice extending, for all REFIT applicants or such a category, a specified deadline, or all deadlines, by a specified period of time or until a specified date. The Minister may extend such an extension as and when he considers it to be necessary.
- 9.9 If it appears to the Minister that there may be grounds for believing that an applicant is not proceeding with reasonable diligence in taking any of the steps necessary to ensure that the applicant's planned commissioning date is met then the Minister may send to the applicant a notice stating those grounds and

requesting the applicant’s observations within 28 days of issuing of the notice. If, after the applicant’s observations have been considered, the Minister is of the opinion that the applicant is not proceeding with such reasonable diligence then the Minister may withdraw the letter of offer.

9.10

<b>9A – Conditions of offer</b>	<b>9B –Grounds of withdrawal</b>
<p>Each recipient of a letter of offer shall:</p> <p>(a) within 10 working days of the Department issuing a letter of offer acknowledge receipt of the offer to the Department in writing;</p> <p>and</p> <p>(b) within 60 working days of the Department issuing a letter of offer (i.e. excluding Saturdays Sundays and public holidays) execute a PPA with a licensed supplier and within 5 working days thereafter produce acceptable evidence to the Department that it has executed a PPA;</p> <p>and</p> <p>(c) within 90 working days of the Department issuing a letter of offer, must submit evidence that they have accepted and signed the grid connection offer and submit the connection agreement reference number</p> <p>(d) within 90 working days of the Department issuing a letter of offer make the necessary applications to the Commission for Energy Regulation for statutory permission/s unless any and all necessary permissions have previously been obtained from CER or applied for;</p> <p>and</p> <p>(e) comply with any timelines or</p>	<p>A letter of offer may be withdrawn at the Minister’s discretion where an applicant:</p> <p>(a) fails to acknowledge in writing receipt of a letter of offer within 10 working days of its issuing;</p> <p>or</p> <p>(b) within 65 working days of the Department issuing a letter of offer (excluding Saturdays Sundays and public holidays) fails to execute a PPA with a licensed supplier or fails to produce acceptable evidence to the Department that it has executed a PPA</p> <p>or</p> <p>(c) within 90 working days of the Department issuing a letter of offer, evidence of acceptance of the grid connection offer and connection agreement reference number is not submitted</p> <p>(d) fails to provide to the Department within 90 working days of the Department issuing a letter of offer that an application for the necessary statutory permission/s to the CER has been submitted or evidence it has already obtained the necessary statutory permission/s;</p> <p>or</p> <p>(e) failure to comply with the</p>

<p>conditions fixed by a network operator to complete a connection except where the option of contestable connection is being undertaken or an appeal (where there is a right of appeal) is brought against a decision of the network operator and it is not reasonable to expect compliance with the timeline or condition in question until the outcome of the contestable connection is processed or the appeal is known and such appeal is made as soon as maybe and is pursued with reasonable diligence;</p> <p>and</p> <p>(f) in the event of such an appeal or contestable build, comply with any such timeline or condition as revised in accordance with the decision</p> <p>and</p> <p>(g) within 30 calendar days of the supplier notifying the CER that a specified REFIT project is to be included in the calculations for the upcoming PSO levy period (in accordance with sub- section 6.4), the applicant is required to submit to the Department the following:</p> <ul style="list-style-type: none"> <li>(i) confirmation that a Guarantee of Origin in respect of the output of this REFIT project will not be sought</li> <li>(ii) evidence that the supplier with whom the applicant has entered into a PPA in respect of the project has notified CER that the project is eligible for REFIT payments in the upcoming PSO period</li> </ul>	<p>requirements set out in 9A (e) across</p> <p>or</p> <p>(f) in the event of such an appeal, fails to comply with any such timeline or condition as revised in accordance with the decision on the appeal, or, in a case in which the decision on the appeal contains no such revision, within a time to be fixed by the Minister</p> <p>or</p> <p>(g) failure to comply with the requirements set out in 9A (g) across</p>
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<p>(iii) Current Tax Clearance Certificate from the Revenue Commissioners or, in the case of a non-resident applicant, submit to the Minister such a Certificate or a statement of suitability from the Irish Revenue Commissioners;</p> <p>(iv) Detailed time schedule consisting of reasonable deadlines for the conclusion of (a) financial close, meaning the appropriate funding arrangements are in place, and (b) contracts for the completion of civil works, electrical works and purchase and installation of the generating plant</p> <p>and</p> <p>(h) in the case of an applicant who has submitted an option on an appropriate interest in the site of the project satisfy the Minister that appropriate title has been obtained within a period notified by the Minister.</p>	<p>or</p> <p>(h) in the case of an applicant who has submitted an option on an appropriate title in the site of the project within the period notified by the Minister fails to satisfy the Minister that appropriate title has been obtained.</p>
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- 9.11 The Minister may agree to changes to plant or equipment within any individual REFIT project accepted into the scheme subject to the following conditions -
- i) the change is notified in writing to the Department in advance of the change;
  - ii) the change is agreed in response in writing by the Minister;
  - iii) the changes are reasonable and the project remains otherwise compliant;
  - iv) the changes do not increase the installed capacity rating (save in accordance with section 9.13) nor the maximum export capacity
  - v) the change does not violate planning permission.
  - vi) the change does not result in the project moving between technology categories.
- 9.12 Where changes to an individual REFIT project involve an increase in project size or a movement between technology categories, a new REFIT application must be submitted. Such changes can only be permitted and the new application accepted where there is sufficient remaining capacity in the relevant REFIT

technology category and where the plant has not yet been included in a CER PSO levy Decision.

- 9.13 In 2011, the CER introduced a decision paper, CER/11/093 on Connection Offer Policy and Process (“COPP”), which addresses the matter of “over installation” above MEC by renewable generators. The system operators COPP paper setting out the rule set and approved by CER in May 2011 is attached at Appendix 1 of the CER Decision. To ensure consistency between the COPP decision and the REFIT schemes, REFIT is being brought in line with this decision.

#### **Non-wind renewable generators**

In the case of non wind renewable generators, CER have said that the rounding up to nearest turbine approach is primarily designed to consider the issues associated with wind turbines, but may also be applicable to other types of generation, however this is determined by the system operators on a case by case basis.

The position on REFIT with regard to non-wind renewable generators is that the project size accepted into REFIT cannot be greater than the MEC of the site – hence if the MEC of a site on which a REFIT project is installed is 10MW, then the project may be accepted into REFIT for 10MW, even if greater than this is actually installed in line with the CER/11/093 COPP decision. The maximum export capacity of the project however remains 10MW and that is the amount the project may be accepted into REFIT for.

In line with the COPP decision, the maximum size that may be installed by a renewable non-wind generator is to be determined on a case by case basis solely by the relevant system operator. DCENR will not enter into any arbitration or discussion on this matter.

The project size that will be accepted into REFIT cannot be greater than the MEC and where a developer installs above the MEC on a site up to the limit determined by the system operator, they must undertake in writing not to raise the MEC of the site during the period of REFIT support. In the event that they do, separate metering will be required for the part of the site that exceeds the amount the project was accepted into REFIT for and this will be strictly enforced. In the event that separate metering is not installed, the project will be removed from the scheme.

It is recalled to all project developers that there is a requirement under REFIT to have full planning permission for all installed capacity.

- 9.14 Changes in ownership of the generation plant and any changes in company name or company ownership should be immediately notified to the Department in writing.
- 9.15 Where the applicant wishes to merge two or more REFIT projects, a formal request must be made to the DCENR who will assess the application and

determine whether the merger may take place. The merged project must be subject to a single REFIT Power Purchase Agreement and be metered as one project. Further details are available on the DCENR website.

## **10. Procedural Matters**

*Applications, Delivery of Documents, Allocation of the limited support, Selection process, Processing Order, Withdrawal of Applications and Closure of REFIT reserve list/s.*

### **Formal Applications**

- 10.1 Interested parties will be required to submit an application consisting of
- this Document properly endorsed - see section 14 below
  - a fully completed application form – see Chapter III and
  - all of the applicable attachments requested in this document.

Applications must be delivered under a sealed cover marked “REFIT 3 (Biomass Technologies) application” in printed hard copy form (not electronically.) (see 10.2 and 10.3 for further information.)

Applicants who are requesting to transfer a project that received a letter of offer in the REFIT 1 scheme to the REFIT 3 scheme should complete Application Form 2 attached and submit any additional documentation, as required.

The Competition is subject to any and all clearances required from the Commission of the European Union and any consents, clearances or licenses which might be required from any other competent body. No projects will be sanctioned under this scheme until all such clearances are in place.

### **Delivery of Documents**

- 10.2 Applications must be delivered to:

***REFIT 3 (Biomass Technologies)***  
***Renewable Energy Division***  
***Department of Communications, Energy and Natural Resources***  
***29/31 Adelaide Road***  
***Dublin 2***  
***Ireland***

Applications shall be accepted by post or directly by hand. Applications delivered by hand shall be accepted between 10.00hrs and 16.00 hrs local time on normal working days. Applications received outside those days and times shall be deemed to have been received on the next working day. The Department's record of the date and time of receipt of each application shall be conclusive. An acknowledgement by the Department of receipt of an application shall be valid in any dispute only if it is in writing and stated thereon to have been issued by or on behalf of the “Renewable Energy Division, Department of Communications, Energy and Natural Resources”.

- 10.3 Applications will **NOT** be accepted in electronic form whether by e-mail or in electronic media.

***Allocation of the limited support***

- 10.4 Completed compliant applications received will be ranked for subsequent assessment on the basis of the earliest date application/s received or deemed received first on or after the commencement date. All completed compliant applications received or deemed received on the same day shall be deemed received at the same time on that day.
- 10.5 If at any time the capacity of compliant applications received or deemed received on the same day is greater than the unallocated support remaining then the selection of the successful application(s) will be decided at the Minister’s discretion
- by the earliest forecast delivery date for a connection or access to a connection in the case of any project accessing a connection secured or managed by another entity, or,
  - by technology or category, or,
  - by lot.
- 10.6 Any non-compliant application received in DCENR before 31/12/15 shall be deemed ineligible for stated reasons and shall not be allocated any available capacity in the scheme. The date of receipt of any subsequent application or any required additional information or documentation for the same project in order for it to be deemed a compliant application shall be the date upon which the application is deemed compliant and the date on which it becomes eligible for the purposes of allocation of available capacity in the scheme.
- 10.7 Subject to sub-section 10.6, if at any time the next proposed application to be selected for support would exceed the remaining unallocated support at that time, the Minister may request such compliant applicant to reduce the size of the plant to the remaining capacity available in the relevant REFIT technology category, should they wish to avail of the scheme. In such circumstances, if that applicant refuses or neglects to accede to such a request within 30 days of receipt of the request, the Minister will then be at liberty to proceed to select the next ranked compliant applicant and this procedure will be repeated as often as may be necessary.

***Selection process***

- 10.8 All compliant applications shall be ranked in date order, as described in sub-section 10.2, in a table of the type illustrated in table 1 following.

**Illustrative table 1**

<b>Col. 1</b>	<b>Col. 2</b>	<b>Col. 3</b>	<b>Col. 4</b>	<b>Col 5</b>
<b>Entry no.</b>	<b>Legal entity</b>	<b>Capacity/ Technology</b>	<b>Date received</b>	<b>Ranking (if required)</b>
1	ABC Limited	10 MW Biomass CHP	1/1/2015	1
2	DEF	3 MW	1/1/2015	1

	Limited	AD CHP		
3	JKL Limited	4 MW Biomass CHP	2/1/2015	2

10.9 Any compliant applications submitted or on hand when or after the available support is fully allocated shall be entered in a reserve list listed in date order. All compliant applications remaining or received after the available support capacity is fully allocated at any time shall be ranked in the reserve list by date received or deemed received in a table of the type illustrated in table 2 following.

**Illustrative Table 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Entry no.	Legal entity	Capacity/ Technology	Date received	Ranked, if applicable.
4	GHI Limited	1 MW AD CHP	1/2/2015	1
5	NOP Limited	30 MW Biomass	1/2/2015	1
6	QRS Limited	450kW AD CHP	1/3/2015	2
7	TUV Limited	5 MW Biomass CHP	1/3/2015	2

### ***Processing Order***

10.10 In terms of processing applications and issuing the letters of offer in respect of compliant applications, following the procedure above, compliant projects already constructed since 1.1.10 or under construction in 2012 (determined according to the information on construction date provided in the application form) will be given priority in terms of actual processing of the applications by DCENR.

### ***Withdrawal of Applications***

10.11 Any applicant may withdraw an application for any project accepted into REFIT which has not commenced production or which is on a reserve list by notifying such a decision in writing to the Minister.

### ***Closure of REFIT reserve list/s***

10.12 The Minister may close or cease any reserve list by public notice to that effect on the Department's website (currently, [www.dcenr.ie](http://www.dcenr.ie)).

## **11. Access and Performance Monitoring**

It is a condition of this Competition that applicants who receive a letter of offer will be required to provide reasonable access to the generation site to DCENR, its employees, contractors, servants or agents (including Sustainable Energy Authority of Ireland, its employees, contractors, servants and agents, and the Commission for Energy Regulation, and its employees, contractors, servants and

agents ) and to provide technical and generation information including statistical data to them for the purpose of monitoring and forming technical assessments of efficiency, reliability and productivity including overall performance.

## **12. Consultations with Third Parties**

It is a condition of entry to this Competition that the applicant accepts that the Department may correspond with the appropriate regulatory authority about related applications to construct or operate the electricity generating plant or permissions, consents or authorisations issued by it and to communicate with the appropriate network operator regarding the status of related connections to the network. Therefore, all applicants shall complete letters addressed to the market regulator and the network operators at Annex 1, Annex 2 and Annex 3 as part of the application in the Competition.

## **13. Costs, Expenses and Liability**

### ***Costs and Expenses***

13.1 The Department shall not be responsible or liable for any costs or expenses incurred in making any application in this Competition regardless of the conduct or outcome of the application.

### ***Liability***

13.2 Although every care has been taken in preparing this Document and equal care will be taken in conducting the process which arises out of this Competition, no representation, warranty or undertaking, express or implied, in respect of any error or misstatement by or on behalf of the Minister or any of his officers, employees, servants, advisers, contractors, or agents is or will be made or given to any applicant or to any other party, and no responsibility or liability will be accepted by the Minister or any of his officers, employees, servants, advisers or agents for the accuracy or completeness of this Document or of any other information, written or oral, which is made available to any applicant or to any other party or to the officers, employees, servants, advisers, contractors or agents of any such party. Any and all liability and/or loss of any nature whatsoever and howsoever arising (including liability and/or loss in any way resulting from the process which arises out of this document) is hereby expressly disclaimed by the Minister and his officers, employees, servants, advisers and agents to the fullest extent permitted by law.

**14. Acknowledgement of Notification and Acceptance of Terms and Conditions**

I, ..... (being a person duly authorised to complete the application in Chapter III of these notes) hereby acknowledge receipt and acceptance of the terms and conditions of the **Competition**

-----(*Signed*)

---/------/201- (*date*)

**CHAPTER II**

**Annex 1**

**Letter of Authorisation for Release of Information (CER)**

Date:

Commission for Energy Regulation The Exchange Belgard Square North Tallaght Dublin 24 Ireland	
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Dear ....

In consideration of acceptance by the Department of Communications, Energy and Natural Resources (DCENR) of our/my application to participate in a competition under the REFIT 3 scheme and in compliance with the conditions of entry, we hereby authorise you to provide to DCENR such information as it may request relating to any application in which we may be involved (including any related transactions or procedures or on the state of progress in relation to such application) for an authorisation or licence/s for a project to construct a renewable energy based electricity generating station and /or to supply the output from a renewable energy based electricity generating station.

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For and on behalf of Applicant

**Letter of Authorisation for Release of Information (ESB Networks)**

Date

ESB Networks  
Clanwilliam House,  
Clanwilliam Place,  
Dublin 2.

To whom it may concern,

In consideration of acceptance by the Department of Communications, Energy and Natural Resources (DCENR) of our/my application to participate in a competition under the REFIT 3 scheme and in compliance with the conditions of entry, we hereby authorise ESB Networks and any legal successor providing the connection referenced below to provide to DCENR such information as it may request relating to any application in which we may be involved (including any related transactions or procedures or on the state of progress in relation to such application) for a connection between the Distribution Network and a renewable energy based electricity generating station -

- i) .....(here insert the project name)
- ii) at ..... ( here insert site identification details)
- iii) of .....(here insert project size by installed nameplate rating)
- iv) connection references .....(here insert connection identification details provided by ESB Networks .)

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For and on behalf of Applicant

**Letter of Authorisation for Release of Information (Eirgrid)**

Date

Eirgrid  
The Oval,  
160 Shelbourne Road,  
Ballsbridge,  
Dublin 4,  
Ireland

To whom it may concern,

In consideration of acceptance by the Department of Communications, Energy and Natural Resources (DCENR) of our/my application to participate in a competition under the REFIT 3 scheme and in compliance with the conditions of entry, we hereby authorise Eirgrid and any successor thereto providing the connection referenced below to provide to DCENR such information as it may request relating to any application in which we may be involved (including any related transactions or procedures or on the state of progress in relation to such application) for a connection between the Transmission Network and a renewable energy based electricity generating station -

- i) .....(here insert the project name)
- ii) at ..... ( here insert site identification details)
- iii) of .....(here insert project size by installed nameplate rating)
- iv) connection reference .....(here insert connection identification details.)

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For and on behalf of Applicant

**CHAPTER III**

**Refit Application Form  
and Attachment**

**Application for an offer of support under a competitive process publicly notified as REFIT 3 (A competition for electricity generation from biomass technologies 2010-2015) for the purpose of supplying electricity from a new renewable energy based electricity-generating plant<sup>4</sup>.**

This application should be completed by a person authorised by the applicant entity to do so.

<p>I, _____, (*1), being authorised by the entity identified in 2 below for this purpose hereby submit an application under a competitive process publicly notified as REFIT 3 for the purpose of supporting the construction of new renewable energy based electricity generating plant under the terms and conditions of the Competition as set out in the information notes which are returned endorsed with my signature.</p>	<p>(*1) here insert in BLOCK CAPITALS the name of the individual making application on behalf of the entity identified in 2 below.</p>
<p>2. This application is made on behalf of - _____ (*2) trading as _____, (*2) having its offices at- _____, _____, _____ (*2).</p>	<p>*2) here insert in BLOCK CAPITALS the details requested i.e., name of legal entity, trading name (if applicable) and the address being the address to which all future correspondence from the DCENR in regard to this application will be addressed.</p>
<p>3. This application is submitted in respect of a proposal to construct a new renewable energy based electricity-generating plant<sup>5</sup> as detailed in the Attachment.</p>	

<sup>4</sup> Including electricity generated from the thermo-chemical conversion of Biomass in an existing Peat station

<sup>5</sup> Including electricity generated from the thermo-chemical conversion of Biomass in an existing Peat station.

- 4 It is accepted that this application will be processed and decided subject to the following conditions:
- (a) The applicant agrees to be bound by the terms and conditions of this Competition as published.
  - (b) This application shall be considered strictly on the basis of the information supplied in this application and the attachments hereto.
  - (c) The information supplied is truthful and accurate.
  - (d) No legitimate expectation or any other promise or contractual commitment is hereby created.
  - (e) The time, expense and cost of the preparation of the application and its submission are at the sole expense of the applicant and are not recoverable.
  - (f) For the purposes of the administration of the scheme, the Department is authorised to use technical information related to the project, provided in the application, to communicate with the Commission for Energy Regulation, EirGrid, ESB Networks and SEMO in order to ensure the proper functioning of the scheme and to ensure the accuracy of information included in the statutory instrument.

Signed; \_\_\_\_\_.

Being \_\_\_\_\_ (\*3)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

5 CONTACT POINT (\*4)

Phone \_\_\_\_\_

Fax \_\_\_\_\_

email \_\_\_\_\_

www \_\_\_\_\_

\*3) here insert in BLOCK CAPITALS the authority to sign on behalf of the entity stated in 2. across e.g. secretary, director, partner, sole trader *etc.*

\*4 Here insert in BLOCK CAPITALS contact information for future electronic Correspondence

**Attachment**

**Detailed statement on a renewable energy project submitted under REFIT**

<p>TECHNOLOGY.(*1)</p> <p>(a)-----</p> <p>(b)-----</p> <p>(c) MEC _____</p>	<p>*1 Here insert –</p> <p>(a) the renewable energy technology or category i.e., Biomass CHP, AD CHP, or Biomass Combustion</p> <p>(b) overall plant size i.e. installed (nameplate) rating (the nominated capacity).</p> <p>(c) Insert maximum export capacity of the plant</p>
<p>ELIGIBILITY FOR HE CHP RATE</p>	<p>Here insert evidence from CER of certification of eligibility for the HE CHP rate and submit accompanying documentation</p>
<p>SITE LOCATION (*6)</p> <p>-----,</p> <p>-----,</p> <p>-----,</p> <p>-----,</p> <p>Coordinates_____(N) and _____(E)-</p> <p>N.B. expressed to six digits.</p>	<p>(*6) Here insert sufficient detail to identify the site, including mapping co-ordinates of the project to <u>six</u> digits, sufficient to identify the project site separately from any contiguous sites.</p>
<p><i>Scheduled</i> date for being fully firm as set out in the connection offer/ agreement in respect of this project and indicative date of construction (if different)</p>	<p>Date to be inserted by applicant:</p>
<p>Grid Connection Application Number assigned by Eirgrid or ESB Networks</p>	<p>To be inserted: Note: this will normally be a number commencing with 'TG' or 'DG'</p>
<p>Confirmation that a Guarantee of Origin will not be sought in respect of the output of this plant, in accordance with SI 147 of 2011</p>	

## Checklist of documents to be submitted in a REFIT Application

1. A copy of the **full planning permission**, (including planning reference number and name of the entity granting permission or evidence of exempted status where applicable) for the site and all other consents whether statutory or otherwise. Applicants are reminded of the requirements to comply with S.I. 477 of 2011.
2. Evidence of a **connection offer or a connection agreement**. (Where evidence of an offer is submitted, the evidence of an agreement being in place must be submitted within 90 days.)
3. **Evidence of title to the site and access to the site.**
4. Letters in the form of **Annex 1, Annex 2 and Annex 3** to this document duly signed.
5. The **REFIT 3 terms and conditions information notes returned and endorsed at section 14** and the **completed REFIT 3 application form.**
6. CER certification of a claim that any proposed CHP plant will meet the terms of the 2004 High Efficiency CHP Directive (2004/8/EC) (S.I. 299 and S.I. 499 of 2009 refer) .

## Checklist of documents to be submitted prior to inclusion in the annual statutory instrument that provides for REFIT payments to be made

- 1 Current **Tax Clearance Certificate** from the Revenue Commissioners or, in the case of a non- resident applicant, submit to the Minister such a Certificate or a statement of suitability from the Irish Revenue Commissioners;
- 2 Detailed **time schedule** consisting of reasonable deadlines for the conclusion of
  - a. financial close, meaning the appropriate funding arrangements are in place, and
  - b. contracts for the completion of civil works, electrical works and purchase and installation of the generating plant.
- 3 **Evidence that the supplier** with whom the applicant has entered into a PPA in respect of the project **has notified CER** that the project is eligible for REFIT payments **in the upcoming PSO period.**
- 4 Confirmation that a **Guarantee of Origin in respect of the output of this REFIT project will not be sought.**

## CHAPTER IV

### Application Form 2

**\*\*Transferring a project from REFIT 1 into REFIT 3\*\***

**Application to transfer an offer of support under a competitive process known as "REFIT 1" into REFIT 3 (A competition for electricity generation from biomass technologies 2010-2015.)**

This application should be completed by a person authorised by the applicant entity to do so.

<p>1. I, _____, (*1), being authorised by the entity identified in 2 below for this purpose hereby submit an application to transfer an offer of support under REFIT 1 into the competitive process publicly notified as REFIT 3 for the purpose of supporting the construction of new renewable energy based electricity generating plant under the terms and conditions of the Competition as set out in the information notes which are returned endorsed with my signature. I am prepared to forego the REFIT 1 capacity assigned in respect of this project, provided it is accepted into the REFIT 3 scheme.</p> <p>2. This application is made on behalf of - _____ (*2) trading as _____, (*2) having its offices at- _____, _____, _____ (*2).</p> <p>3. This application is submitted in respect of a proposal to construct a new renewable energy based electricity-generating plant as detailed in the Attachment.</p>	<p>(*1) here insert in BLOCK CAPITALS the name of the individual making application on behalf of the entity identified in 2 below.</p> <p>(*2) here insert in BLOCK CAPITALS the details requested i.e., name of legal entity, trading name (if applicable) and the address being the address to which all future correspondence from the DCENR in regard to this application will be addressed.</p>
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4 It is accepted that this application will be processed and decided

Subject to the following conditions:

- (a) The applicant agrees to be bound by the terms and conditions of this Competition as published.
- (b) This application shall be considered strictly on the basis of the information supplied in this application and the attachments hereto and the original REFIT 1 Application
- (c) The information supplied is truthful and accurate.
- (d) No legitimate expectation or any other promise or contractual commitment is hereby created.
- (e) The time, expense and cost of the preparation of the application and its submission are at the sole expense of the applicant and are not recoverable.
- (f) For the purposes of the administration of the scheme, the Department is authorised to use technical information related to the project, provided in the application, to communicate with the Commission for Energy Regulation, EirGrid, ESB Networks and SEMO in order to ensure the proper functioning of the scheme and to ensure the accuracy of information included in the statutory instrument.

Signed; \_\_\_\_\_.

Being \_\_\_\_\_ (\*3)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

6 CONTACT POINT (\*4)

Phone \_\_\_\_\_

Fax \_\_\_\_\_

email \_\_\_\_\_

www \_\_\_\_\_

(\*3) here insert in BLOCK CAPITALS the authority to sign on behalf of the entity stated in 2. across e.g. secretary, director, partner, sole trader *etc.*

(\*4) Here insert in BLOCK CAPITALS contact information for future electronic Correspondence

**Detailed statement on a renewable energy project submitted for transfer from REFIT 1 to REFIT 3**

REFIT 1 REFERENCE NUMBER**	**Here insert the reference number assigned to your REFIT 1 project
<p>TECHNOLOGY&gt;(*1)</p> <p>(a)-----</p> <p>(b)-----</p> <p>(c) Into what technology category and for what size was the project previously accepted into REFIT 1</p> <p>(d) MEC _____</p>	<p>(*1) Here insert –</p> <p>(a) the renewable energy technology or category i.e. Biomass CHP, AD CHP, or Biomass Combustion.</p> <p>(b) overall plant size i.e. installed (nameplate) rating (the nominated capacity).</p> <p>(c) Confirm what was accepted into REFIT 1.</p> <p>(d) Here insert maximum export capacity of the plant</p>
ELIGIBILITY FOR HE CHP RATE	Here insert evidence from CER of certification of eligibility for the HE CHP rate and submit accompanying documentation.
<p>SITE LOCATION (*6)</p> <p>-----,</p> <p>-----,</p> <p>-----.</p> <p>-----.</p> <p>Irish National Grid Coordinates          _____(N) and _____(E)          N.B. expressed to <u>six</u> digits</p>	<p>(*6) Here insert sufficient detail to identify the site, including mapping co-ordinates of the project to <u>six</u> digits, sufficient to identify the project site separately from any contiguous sites. <i>Irish National Grid (ING) coordinates should be used.</i></p>
<p><i>Scheduled</i> date for being fully firm as set out in the grid connection offer/ agreement in respect of this project and indicative date of construction (if different)</p>	Dates to be inserted by applicant:
Grid Connection Application Number assigned by Eirgrid or ESB Networks	Insert Grid Application Number: Note: this will normally be a number commencing with 'TG' or 'DG'
Confirmation that a Guarantee of Origin will not be sought in respect of the output of this plant, in accordance with SI 147 of 2011	

### **Checklist of documents to be submitted with a request to transfer capacity from REFIT 1 to REFIT 3**

1. DCENR must have a copy of the valid full planning permission, (including planning reference number and name of the entity granting permission or evidence of exempted status where applicable) for the project on file relating to the REFIT 1 application. Any updates relating to the planning permission (including new grants or extensions in time) should be submitted with this request to transfer to REFIT 3, where they have not already been supplied. (Applicants are reminded of the requirements to comply with S.I. 477 of 2011.)
2. DCENR should have a copy of the grid connection offer and connection agreement on file relating to this project accepted into REFIT 1. Where evidence of the connection agreement has not been provided with the REFIT 1 application, this should be supplied with the request to transfer the project into REFIT 3.
3. Evidence of **title to the site and access** to the site should be on file relating to the project accepted into REFIT 1. Applicants wishing to transfer from REFIT 1 to REFIT 3 will be required to supply this in case of any doubts.
4. CER certification of a claim that any proposed CHP plant will meet the terms of the 2004 High Efficiency CHP Directive (2004/8/EC) (S.I. 299 and S.I. 499 of 2009 refer)
5. Letters in the form of **Annex 1, Annex 2 and Annex 3** to this document duly signed.
6. The **REFIT 3 terms and conditions information notes returned and endorsed at section 14** and **the completed REFIT 3 Application Form 2.**

### **Checklist of documents to be submitted *prior to inclusion in the annual statutory instrument that provides for REFIT payments to be made***

1. Current **Tax Clearance Certificate** from the Revenue Commissioners or, in the case of a non- resident applicant, submit to the Minister such a Certificate or a statement of suitability from the Irish Revenue Commissioners;
2. Detailed **time schedule** consisting of reasonable deadlines for the conclusion of
  - a. financial close, meaning the appropriate funding arrangements are in place, and
  - b. contracts for the completion of civil works, electrical works and purchase and installation of the generating plant.
3. Evidence that the **supplier** with whom the applicant has entered into a PPA in respect of the project *has notified CER that the project is eligible for REFIT payments in the upcoming PSO period.*
4. **Confirmation that a Guarantee of Origin** in respect of the output of this REFIT project **will not be sought.**