



29th April 2011

Mr Paul McGuckin,
Moyle Interconnector Limited,
First Floor, The Arena Building,
85 Ormeau Road,
Belfast BT7 1SH

Via email

Re: Consultation on the Moyle Interconnector Access Arrangements

Dear Paul,

Endesa Ireland welcomes the opportunity to respond to the consultation paper on the Moyle Interconnector Access Arrangements and makes the following points.

In general, Endesa Ireland wonders whether it may be better to wait until intra-day trading arrangements have been finalised before making provisions in the Access Arrangements and Capacity Framework Agreement.

Section	Comment
A4.3.1 & A4.3.2	<p>Endesa Ireland considers that this provision is difficult to decipher but understands it to mean that amendments apply to rights acquired before amendment but for use after amendment takes effect. Unless a participant terminates an agreement the amendment is automatically incorporated into their agreement.</p> <p>Endesa Ireland is concerned at the suggestion in sections A4.3.1 and A4.3.2 that amendments would have retroactive effect. This would be prima facie unlawful and the agreement should clearly state that this will not be the case.</p>
A4.6	'relevant regulatory authorities' is not defined.
B2.1	<p>Endesa Ireland questions whether participants should be required to be party to the CUSC and the Balancing and Settlement code. Where ownership is transferred at the interconnector entry/exit point this should not be required.</p> <p>It is submitted that it should be sufficient that a party related to the Interconnector User operate on the GB side, having signed up to the relevant agreements and requirements of the BETTA market, and transfer ownership to the Interconnector User at the entry/exit point of the interconnector. To require both parties to sign up to</p>

	the CUSC and the Balancing and Settlement Code would be unnecessary.
D2.6.3	Participants should not lose the right to query auction results if they do not respond within 2 hours of preliminary results.
D2.6.5	Endesa Ireland does not agree that the Participant should have to acknowledge that Moyle is not required to consider any queries in respect of Daily or Intra-Day Auctions. Also, Moyle should not be able to exclude liability or responsibility for any error in the results of any or its consideration of any queries or to indemnify Moyle and its agents in respect of any loss arising from such error,
D2.7.2 & D2.10.1	There is some contradiction between D2.7.2 which states that the final results of auctions are binding and D2.10.1 which states that in the event of erroneous results Units may subsequently be reduced to zero. It is submitted that 'erroneous Results' should be defined or parameters set out for invoking this exception.
D2.7.3	It is stated that the Operator will publish the Auction Price – ie the Marginal Price. Currently Moyle publishes the average price and Endesa Ireland recommends that it continue to publish this price in order to give better pricing signals. These prices should be incorporated into the publication of historic summary of average auction prices as referred to in Schedule 5
D3.2	Participants need to know finalised auction dates, it is recommended that the Operator publish these <i>finalised</i> dates a year in advance. It is noted that Schedule 2 section 3.1 states that dates will be published at the end of trading year Y-1 for long term auctions in trading year Y; this does not give much notice of auctions early in year Y. It would be preferable to publish dates quarterly for the coming 12 months.
Schedule 1; Definitions	The jurisdiction of the Governing Act and the Single Market Regulations should be included in their definitions.
Schedule 1; Definitions	Suggest 'Irish Regulator' should be defined for clarity. 'GB regulator' is defined.
Schedule 1; Definitions	Suggest definition of 'intraday' be changed, it states that intraday starts after SEM gate closure. With plans to introduce additional gate closures, this could be amended to specify 'first gate closure'.
Schedule 1; Definitions	'Physical notification' – it is queried whether MIUNs rather than IUNs should be submitted; and whether they should be submitted to NGET rather than NGC. The NGC is not defined.
Schedule 1; Definitions	The definition of Trading Day should refer to the Trading and Settlement Code definition, so if the TSC is amended the change will flow through to the EWIC Access Rules.



Please don't hesitate to contact me should you wish to discuss any aspects of this response.

Regards,

A handwritten signature in blue ink that reads 'Deirdre Powers'.

Deirdre Powers
Director, Energy Management