



An Coimisiún  
um Rialáil Fóntais  
**Commission for  
Regulation of Utilities**

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# Phase 1 Offshore Wind – Guarantee of Availability Regime: Proposed Design

## Consultation Paper

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# CRU Strategic Plan 2025-27

## Vision, Purpose, and Values



### OUR VISION:

Resilient, efficient, sustainable, and safe energy and water services for Ireland.



### OUR PURPOSE:

We actively serve the public interest by regulating the provision of energy and water to Irish homes and businesses, while supporting the transformation to net zero.



### OUR VALUES:

• Integrity • Professionalism • Openness • Accountability

## Executive Summary

This consultation paper outlines the CRU's proposed design for the Phase 1 Guarantee of Availability (GoA). It builds on and supplements CRU Decision Papers [CRU202309](#), [CRU202313](#) and [CRU202466](#), and sets out how offshore Phase 1 Developers will be treated in the event of a relevant offshore transmission network outage.

Phase 1 offshore wind Developers are currently progressing their project design and consenting applications, with an expectation of taking a Final Investment Decision (FID) in the coming years and commencing construction by 2030.

The purpose of the Guarantee of Availability policy is to provide Phase 1 Developers and their financiers with the certainty and bankability needed to progress through FID to development, while safeguarding Irish consumers from undue or unpredictable financial exposure that could impact electricity bills, as it is the end customer who ultimately pays for these guarantees.

This approach broadly aligns with compensation mechanisms commonly adopted in other European offshore markets (e.g. Germany<sup>1</sup>, Netherlands<sup>2</sup>).

As part of developing the wider offshore regulatory framework the CRU is also considering further measures to reduce or seek to mitigate the risk of offshore transmission outages and its subsequent impact on the consumer. These measures include:

- Force Majeure provision
- Monitoring and oversight of EirGrid asset transfer process
- Availability incentive on EirGrid ('reducing risk of outages') (PR6)

The CRU is also reviewing and assessing the warranties and liabilities requirements set out by EirGrid in its proposed Transmission Connection Agreement suite of documents.

The CRU notes that offshore transmission outages can have significant impact on the consumer bill but notes that outage availability is generally above 98%<sup>3</sup> when looking at offshore in GB.

This consultation supports that objective by setting out key design elements of the Phase 1 GoA regime, which are grouped into the following categories:

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<sup>1</sup> [German Federal Cabinet: New liability regime for interrupted or delayed grid connection of offshore wind farms](#)

<sup>2</sup> [Dutch Electricity Act – Article 16f](#)

<sup>3</sup> [OFTO: further evolution of a mature asset class](#)

- **Planned maintenance allowance** - design elements regarding the definition and operation of EirGrid's planned maintenance allowance for offshore transmission assets for the purposes of the GoA regime.
- **Establishing the duration of relevant outage periods** - design elements relating to the definition of the duration of a period that will trigger compensation payments.
- **Calculating the compensation amount** - design elements underpinning the calculation of the total amount of compensation Phase 1 Developers are entitled to for an eligible outage event.
- **Cashflow arrangements** - design elements relating to the process and timings of compensation payments, and EirGrid's subsequent recovery of these costs from consumers.

Table 1 below outlines the CRU's proposed design of the Phase 1 Guarantee of Availability (GoA) regime. Rationale for the CRU's proposals, as well as consideration for other design options, are provided in Section 2.

**Table 1: CRU's proposed design for the Phase 1 Guarantee of Availability regime.**

Design Element	Proposed Design
<b><i>Planned maintenance allowance</i></b>	
<b>Definition of planned maintenance</b>	<ul style="list-style-type: none"> <li>• The definition of planned maintenance will be set out in EirGrid's Guide to Transmission Equipment Maintenance.</li> <li>• This definition will build on the core principles and categorisation already established for onshore assets.</li> </ul>
<b>Asset boundary for planned maintenance</b>	<ul style="list-style-type: none"> <li>• The planned maintenance allowance for offshore transmission assets will apply at the project level (i.e. the wind farm), as opposed to the individual circuit level (i.e. the Power Park Module).</li> </ul>
<b>Calculation of maintenance days used against allowance following planned outage</b>	<ul style="list-style-type: none"> <li>• Any period of outage for maintenance within a day will count as a full day for the purposes of the planned maintenance allowance. (i.e. a partial day, such as half a day, will count as one of the allowed calendar days).</li> </ul>

<b>Definition of year for maintenance days allowance</b>	<ul style="list-style-type: none"> <li>The electricity year (1 October – 30 September).</li> </ul>
<b>Maintenance allowance accrual</b>	<ul style="list-style-type: none"> <li>Full planned maintenance allowance is available to EirGrid at the start of each year.</li> <li>EirGrid will receive its full annual planned maintenance allowance in Year 1 of the GoA regime from the point of asset transfer, even if the transfer occurs mid-year.</li> </ul>
<b>Opportunistic maintenance</b>	<ul style="list-style-type: none"> <li>Opportunistic maintenance to be recognised as a concept within the Phase 1 GoA regime.</li> </ul>
<b><i>Establishing the duration of relevant outage periods</i></b>	
<b>Declaration of unavailability</b>	<ul style="list-style-type: none"> <li>EirGrid will notify the generator of a relevant network outage and whether it is on the onshore and/or offshore network (for which different processes apply).</li> <li>If the outage is only on the offshore transmission network, then the Phase 1 offshore wind projects will not be outturn available.</li> </ul>
<b>Rounding of outage windows and de minimis period to count as an outage</b>	<ul style="list-style-type: none"> <li>Outage windows to be rounded to the nearest 10 minutes.</li> <li>De minimis of 10 minutes (i.e. 5 minutes before rounding).</li> </ul>
<b>Compensation for ramping-up</b>	<ul style="list-style-type: none"> <li>Compensation applies during periods of ramping-up generation output to full availability post re-energisation of the offshore network assets. This applies for both unplanned outages and planned outages which are extended (i.e., where the extension is unplanned).</li> <li>Compensation will be paid from the end of the last day of the planned outage to the time at which the generator could have reached full export capacity.</li> </ul>
<b><i>Calculating the compensation amount</i></b>	
<b>Force Majeure</b>	<ul style="list-style-type: none"> <li>There will be a Force Majeure provision in the design of the Phase 1 GoA regime.</li> <li>The CRU is considering two options for its detailed definition: <ul style="list-style-type: none"> <li><b>Option A:</b> Exceptional Events Only</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ <b>Option B:</b> Exceptional Events and Latent Defects</li> </ul>
<b>Trigger for calculation of payment amount</b>	<ul style="list-style-type: none"> <li>• The GoA compensation payment process will be triggered once the eligible outage event has ended or after a set period has elapsed (e.g. 28 days), whichever occurs first.</li> </ul>
<b>Estimation of volume lost</b>	<ul style="list-style-type: none"> <li>• EirGrid to estimate lost volume using the Phase 1 project output forecasts applied in the scheduling and dispatch process.</li> </ul>
<b>Cashflow arrangements</b>	
<b>Payment channel for compensation</b>	<ul style="list-style-type: none"> <li>• Compensation is paid to Developers by EirGrid through an adjustment to the OG-TUoS payment required from Developers to recover the ATV charge.</li> </ul>
<b>Frequency of compensation payments and payments lag</b>	<ul style="list-style-type: none"> <li>• Monthly compensation payments, with Developers to receive compensation payment in the next available OG-TUoS payment run.</li> </ul>
<b>Recovery by EirGrid of cost of compensation payments</b>	<ul style="list-style-type: none"> <li>• EirGrid recovers the cost of compensation through the new Offshore Grid Charge element in the Demand Transmission Use of System (D-TUoS) charge.</li> </ul>

The CRU considers this approach offers a balanced and practical framework for providing compensation to Phase 1 offshore wind Developers in the event of a relevant outage of the offshore transmission network. The proposed design builds on existing CRU decisions and onshore market arrangements, and provides Developers with a high frequency of payments, which is consistent with the objective of minimising the working capital requirements for Phase 1 Developers.

The design also helps protect consumers by integrating GoA compensation payments with EirGrid’s annual tariffing process, reducing the risk of sudden, within-year increases in network charges. Finally, it maintains a manageable administrative burden for both Developers and EirGrid by leveraging the existing OG-TUoS mechanism for the compensation payment channel.

This consultation represents the next step in implementing the Phase 1 GoA regime by setting out the proposed design. Following this consultation, the CRU expects to take a final decision on the Phase 1 GoA design in H2 2026. The purpose of this process is to provide Phase 1 offshore wind Developers with clarity on how they will be treated in the event of a relevant outage on the

offshore transmission network, and to provide EirGrid, as TSO, with the information required to systemise the GoA regime within the broader regulatory framework for Phase 1 offshore in Ireland.

Pending the CRU's decision on the Phase 1 GoA design, EirGrid will be required to develop the necessary ruleset, governance arrangements, and supporting documentation to ensure the regime is fully operational and ready for the energisation of Phase 1 projects.

Responses to this paper should be submitted via the CRU consultation platform, which can be found through the [CRU website](#) **no later than close of business on 26 January 2026**.

## Public/ Customer Impact Statement

The Irish Government has set ambitious targets for the development of offshore wind for 2030 and beyond. Delivering these targets will require significant changes to Ireland's electricity network, including new offshore infrastructure to connect offshore wind farms to the grid. The Government has designated EirGrid as the owner of Ireland's offshore wind transmission assets. As the licensed Transmission System Operator (TSO), EirGrid's role to date has focused on system balancing, market operation, and network planning activities. Under the [Government's 2021 Policy Statement](#)<sup>4</sup>, Phase 1 offshore transmission assets will be built by Developers and later transferred to EirGrid. Following the transfer of offshore transmission assets, EirGrid shall assume responsibility for their operation and maintenance. The associated costs will be recovered through network charges, which are ultimately borne by electricity consumers.

This consultation paper is relevant to electricity consumers in Ireland as it clarifies how compensation liabilities will be managed in the event of an outage on the offshore transmission network. The CRU's objective is to ensure these arrangements provide Phase 1 Developers and their financiers with the certainty and bankability they need, while safeguarding Irish consumers from undue or unpredictable financial exposure that could impact electricity bills.

The Phase 1 Guarantee of Availability regime has the following broader implications for the public:

- **Protecting consumers from potentially significant liabilities:** The Phase 1 GoA regime seeks to safeguard consumers from disproportionate financial risks while maintaining investment certainty for Phase 1 Developers.
- **Progress towards climate goals:** The Phase 1 GoA regime underpins Ireland's offshore wind programme, which is essential for meeting national climate and energy targets. By providing clarity to Phase 1 Developers, it supports timely progress towards the 80% renewable electricity target, as well as compliance with the sectoral emissions ceiling of 3 MtCO<sub>2</sub>eq for electricity by 2030.
- **Strengthening confidence in the investment framework:** Through clear and transparent design principles, the Phase 1 GoA regime offers developers and their financiers greater certainty over revenue impacts from offshore transmission unavailability.

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<sup>4</sup> Government's 2021 Policy Statement, Page 3

It should be noted that delivering Ireland's offshore wind ambitions will require significant resources, particularly within EirGrid and the CRU. Given the scale and complexity of the programme, coordinated action among all stakeholders is essential to ensure it is delivered economically, efficiently, and at a fair cost to Irish consumers. The CRU continues to engage with the Department for Climate, Energy and the Environment (DCEE) regarding the approval of additional resources to support its offshore programme of work over the coming years.

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## Glossary of Terms and Abbreviations

Abbreviation or Term	Definition or meaning
<b>ATV</b>	Asset Transfer Value
<b>CRU</b>	Commission for Regulation of Utilities
<b>DCEE</b>	Department of Climate, Energy and the Environment
<b>D-TUoS</b>	Demand – Transmission Use of System
<b>EDIL</b>	Electronic Dispatch Instruction Logger
<b>FID</b>	Final Investment Decision
<b>GoA</b>	Guarantee of Availability
<b>GW</b>	Gigawatt
<b>I-SEM</b>	Integrated Single Electricity Market
<b>MW</b>	Megawatt
<b>OAO</b>	Offshore Asset Owner
<b>OFTO</b>	Offshore Transmission Owner (Great Britain)
<b>OG-TUoS</b>	Offshore Generator – Transmission Use of System
<b>PPM</b>	Power Park Module
<b>PR6</b>	Price Review 6
<b>PSO</b>	Public Service Obligation
<b>TSO</b>	Transmission System Operator (EirGrid)
<b>TUoS</b>	Transmission Use of System

# 1 Introduction

This consultation paper outlines the CRU's proposed design for the Phase 1 Guarantee of Availability (GoA) regime. It builds on and supplements CRU Decision Papers [CRU202309](#), [CRU202313](#) and [CRU202466](#), published on 3 February 2023, 3 March 2023 and 9 July 2024, respectively. The paper sets out how offshore Phase 1 Developers will be treated in the event of a relevant offshore transmission network outage.

In previous decision papers, the CRU has outlined the key principles underpinning the development of the Phase 1 GoA regime and reaffirms them here to provide context and rationale for the proposals set out in this consultation:

- Ensuring a high-level of predictability and certainty to reduce the risk of substantial risk premiums, which in turn will minimise the price impact on consumers.
- Establishing a regime that incentivises EirGrid to ensure assets are maintained to a high standard and are monitored regularly, and that there is clarity that, once grid connection assets are accepted and transferred to EirGrid, it will be expected to maintain a high-level of availability.
- Aligning the allocation of risk for asset unavailability with the understanding that availability of offshore grid connections falls outside the Developer's control post-proving period and point of asset transfer.
- Implementing a framework that safeguards consumers from potentially significant liabilities.

For the avoidance of doubt, this consultation focuses on the design principles and operational mechanics of the Phase 1 GoA regime, which apply exclusively to Phase 1 offshore projects from the point of asset transfer. The detailed implementation of the Phase 1 GoA regime is outside the scope of this consultation, as well as the design and implementation of the Phase 2 GoA regime.

It should also be noted that the Phase 1 GoA regime does not seek to interfere with the Outturn Availability mechanism for onshore network outages, which continues to operate within the wholesale market under the Single Electricity Market (I-SEM). GoA compensation for offshore wind applies independently of this mechanism.

## 1.1 Offshore Phase 1 Policy and Regulatory Context

Ireland has set a target to connect at least 5 GW capacity of offshore wind generation to the electricity grid by 2030. The Government has also set longer-term offshore wind targets of 20GW by 2040 and 37GW by 2050. To deliver these ambitions, the Irish Government has designated EirGrid as the system operator and asset owner of Ireland's offshore electricity transmission system. This decision sets a precedent for offshore wind development in Ireland, resulting in EirGrid assuming responsibility for operation and maintenance of the offshore transmission system for Phase 1, alongside its existing role as TSO for the onshore transmission assets.

In its decision papers [CRU202309](#), [CRU202313](#) and [CRU202466](#), the CRU introduced a Guarantee of Availability (GoA) regime for Phase 1 offshore connection assets once ownership transfers from Developers to EirGrid.

The purpose of the Phase 1 GoA regime is to provide Phase 1 Developers and their financiers with the certainty and bankability needed to progress to development. It also intends to incentivise EirGrid to maintain high levels of asset availability, thereby protecting consumers from undue financial exposure or unlimited liability that could affect electricity bills.

Under the CRU's decision, EirGrid has been provided with an annual allowance for planned maintenance on the offshore transmission network, with the number of permitted maintenance days varying according to the age of the assets:

- **Years 1–10:** 5 days per year, with carry-over permitted up to a maximum of 10 days per year; and
- **Years 11–30:** 10 days per year, with carry-over permitted up to a maximum of 15 days per year.

With regards to GoA compensation, the CRU decision set out the following measures:

- For any unplanned outages or planned outages exceeding the annual allowance, which result in EirGrid's offshore transmission assets being unavailable for electricity transmission:
  - Each Phase 1 ORESS supported project will receive compensation at its **ORESS strike price**; and
  - Each Phase 1 Merchant project will receive compensation at the **weighted average ORESS 1 strike price** (€86.05/MWh).

- If there is an outage where both ESB Networks and EirGrid connection assets are unavailable, outside of the planned maintenance allowance, compensation will be provided through the Balancing Market settlement, consistent with the existing Outturn Availability Policy.<sup>5</sup> This compensation will be attributed to Dispatch Balancing Costs (DBC), as per the current onshore regime for ESB Networks-owned connection assets.
- There will be no GoA compensation during the proving period, when ownership and operation of the offshore assets remain with the Developer prior to asset transfer.
- Compensation for outages will be recovered from demand customers via a new Offshore Grid Charge, forming part of the Demand Transmission Use of System (D-TUoS) charges.<sup>6</sup>

This compensation mechanism will apply exclusively to Phase 1 projects for the first 20 years of operation, aligning with the ORESS 1 support period. After this point, the compensation associated with the GoA for EirGrid connection assets will be by way of market compensation.<sup>7</sup>

## 1.2 Purpose of this paper

This consultation seeks to build on the policy principles established in [CRU202309](#), [CRU202313](#) and [CRU202466](#) by setting out the design elements and operational mechanics required to implement the Phase 1 GoA regime.

This is considered a necessary step in providing the Phase 1 offshore wind Developers and their financiers with the revenue certainty necessary to reach Final Investment Decision (FID). It also intends to provide EirGrid, as TSO, with the information required to be able to systemise the GoA compensation mechanism within the broader regulatory framework for offshore wind in Ireland.

This paper is structured as follows:

**Section 1:** Introduction to the offshore Phase 1 policy and regulatory context.

**Section 2:** Outlines the CRU's proposed design elements and operational mechanics of the Phase 1 Guarantee of Availability regime.

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<sup>5</sup> [Process for the Calculation of Outturn Availability](#).

<sup>6</sup> The CRU notes that developing a new offshore tariff will require a design process and formal consultation that may take up to two years to be completed.

<sup>7</sup>As set out in [CRU202313](#) page 31.

**Section 3:** Outlines the next steps for stakeholders to consider regarding the proposals discussed in this paper.

## 1.3 Related documents

This decision should be read in conjunction with the following CRU decisions on Phase 1 offshore connection policy.

Reference ID	Document Name	Type of Document
<a href="#">CRU202309</a>	Offshore Grid Connection Asset Treatment	Decision
<a href="#">CRU202313</a>	Offshore Grid Connection Asset Treatment – Supplementary Decision to CRU202309	Decision
<a href="#">CRU202466</a>	Asset Treatment for Merchant Phase 1 Offshore Wind Projects	Decision

## 1.4 Responding to the CRU

This paper is for the attention of all members of the public and the energy industry. It will be of particular interest to generators, developers and suppliers. Responses to this Consultation Paper should be submitted through the dedicated CRU consultation platform which can be found through the [CRU website](#)<sup>8</sup> by 26 January 2026.

It is not mandatory to answer all the questions in this consultation. Unless marked confidential, all responses from companies or organisations will be fully published on the CRU's website.

Respondents may request that their response is kept confidential. The CRU shall respect this request, subject to any obligations to disclose information. Respondents who wish to have their responses remain confidential should clearly state that in their response and include the reasons for confidentiality. All respondents may be listed in summary of responses, even those who request that elements of their response should be treated as confidential. Responses from identifiable members of the public will be anonymised prior to publication on the CRU website unless the respondent explicitly requests their personal details to be published.

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<sup>8</sup> [The Commission for Regulation of Utilities \(CRU\)'s Consultation Portal](#)

Respondents should note that all material held by the CRU, including confidential consultation submissions, are subject to the Freedom of Information Act 2014 ('FOI Act') and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014 ('AIE Regulations'). Therefore, such submissions may potentially be released in response to requests made under the FOI Act and the AIE Regulations. The CRU privacy notice sets out how we protect the privacy rights of individuals [here](#).<sup>9</sup>

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<sup>9</sup> [Privacy notice | CRU.ie](#)

## 2 Design elements and operational mechanics

This section sets out the CRU's proposed design of the Phase 1 Guarantee of Availability (GoA) regime. The design elements are grouped into the following categories to provide an end-to-end framework for GoA compensation:

**2.1 Planned maintenance allowance** - design elements regarding the definition and operation of EirGrid's planned maintenance allowance for offshore transmission assets for the purposes of the Phase 1 GoA regime.

**2.2 Establishing the duration of relevant outage periods** - design elements relating to the definition of the duration of a period that will trigger compensation payments.

**2.3 Calculating the compensation amount** - design elements underpinning the calculation of the total amount of compensation Phase 1 Developers are entitled to for an eligible outage event.

**2.4 Cashflow arrangements** - design elements relating to the process and timings of compensation payments, and EirGrid's subsequent recovery of these costs from consumers.

The CRU notes that most of the design elements set out in this consultation are new proposals, which have been informed by previous CRU decisions, the onshore regime, international examples and engagement with EirGrid and the Phase 1 Developers. However, some design elements - such as the definition of planned maintenance - have already been established in previous CRU decisions. These are clearly labelled within the consultation but are listed here for the avoidance of doubt:

**2.1.1 Definition of planned maintenance**

**2.1.2 Asset boundary for planned maintenance**

**2.1.3 Calculation of maintenance days used against allowance following planned outage**

**2.4.3 Recovery of compensation**

The CRU is restating these principles to give stakeholders a clear and comprehensive view of the end-to-end design of the Phase 1 GoA regime. The CRU is not seeking to reopen existing policy decisions, and feedback is sought only on the new design elements (i.e. all proposals excluding 2.1.1, 2.1.2, 2.1.3 and 2.4.3).

## 2.1 Planned maintenance allowance

Table 2 provides a summary of the CRU's proposals for design elements relating to the planned maintenance allowance. Further rationale for the CRU's proposed design elements is set out in the subsections below.

**Table 2: CRU proposals for design elements relating to planned maintenance allowance**

Design Element	New proposal / Existing decision	Description
<b>Definition of planned maintenance</b>	Existing decision <sup>10</sup>	<ul style="list-style-type: none"> <li>This definition will build on the core principles and categorisation already established for onshore assets.</li> </ul>
<b>Asset boundary for planned maintenance</b>	Existing decision <sup>11</sup>	<ul style="list-style-type: none"> <li>The planned maintenance allowance for offshore transmission assets will apply at the project level (i.e. the wind farm), as opposed to the individual circuit level (i.e. the Power Park Module).</li> </ul>
<b>Calculation of maintenance days used against allowance following planned outage</b>	Existing decision <sup>12</sup>	<ul style="list-style-type: none"> <li>Any period of outage for maintenance within a day will count as a full day for the purposes of the planned maintenance allowance. (i.e. a partial day, such as half a day, will count as one of the five allowed calendar days).</li> </ul>
<b>Definition of year for maintenance days allowance</b>	New proposal	<ul style="list-style-type: none"> <li>The electricity year (1 October – 30 September).</li> </ul>
<b>Maintenance allowance accrual</b>	New proposal	<ul style="list-style-type: none"> <li>Full planned maintenance allowance is available to EirGrid at the start of each year.</li> <li>EirGrid will receive its full annual planned maintenance allowance in Year 1 of the</li> </ul>

<sup>10</sup> [CRU202309](#), page 53.

<sup>11</sup> [CRU202313](#), page 31.

<sup>12</sup> [CRU202309](#), page 49.

Design Element	New proposal / Existing decision	Description
		GoA regime from the point of asset transfer, even if the transfer occurs mid-year.
<b>Opportunistic maintenance</b>	New proposal	<ul style="list-style-type: none"> <li>Opportunistic maintenance to be recognised as a concept within the Phase 1 GoA regime.</li> </ul>

### 2.1.1 Definition of planned maintenance

As part of its decision on *Phase 1 Offshore Grid Connection Asset Treatment* ([CRU202309](#)), the CRU set out a requirement for EirGrid to develop its “Guide to Transmission Equipment Maintenance” for the offshore transmission assets that will transfer from the Phase 1 Developers to EirGrid.<sup>13</sup> The CRU expects this to be consistent with the high-level approach for planned maintenance works for onshore transmission network assets, which is set out in EirGrid’s existing [Guide to Transmission Equipment Maintenance \(March 2018\)](#).

The existing Guide to Transmission Equipment Maintenance defines planned maintenance under the following four categories.

- **Preventive / Routine Maintenance:** maintenance planned at predetermined intervals to reduce the likelihood of equipment degradation which could lead to plant failure e.g. condition assessment.
- **Corrective Maintenance:** requirement identified through regular inspections and may consist of repair, restoration or replacement of equipment before functional failure.
- **Fault Maintenance:** activities arising from unexpected equipment failure in service which can be categorised as non-urgent, urgent or emergency.
- **Statutory Maintenance:** activities carried out to facilitate statutory requirements e.g. Pressure Vessel Inspections, bund inspections.

The CRU recognises that the existing guide must be updated to reflect the specific technical and operational characteristics of offshore transmission assets, which are often larger in scale and

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<sup>13</sup> [CRU202309](#), page 53.

subject to the unique challenges of the offshore environment. However, the CRU proposes that the revised document build on the core principles and categorisation already established for onshore assets, thereby ensuring continuity for all generators in Ireland.

### **2.1.2 Asset boundary for planned maintenance**

As part of its supplementary decision on *Phase 1 Offshore Grid Connection Asset Treatment* ([CRU202313](#)), the CRU confirmed that the planned maintenance allowance under the Phase 1 GoA regime will apply at the project level (i.e. the wind farm), as opposed to the individual circuit level (i.e. the Power Park Module).<sup>14</sup> This means that for a single offshore wind farm with multiple PPMs (Power Park Modules), EirGrid's **total number** of allowed days for planned maintenance will be:

- Years 1 to 10 – 5 days allowance per year
- Years 11 to 30 – 10 days allowance per year

### **2.1.3 Calculation of maintenance days used against allowance following planned outage**

In its previous decision papers ([CRU202309](#)) / ([CRU202466](#)), the CRU confirmed that any period of outage for maintenance within a day will count as a full day for the purposes of the planned maintenance allowance (i.e. a partial day, such as half a day, will count as one of the five allowed calendar days in years 1-10).<sup>15</sup>

### **2.1.4 Definition of year for maintenance days allowance**

The CRU has considered four options when considering how to define the annual period within which EirGrid's planned maintenance days allowance would apply. The options considered are:

- **Option A:** Financial year (1 April - 31 March), reflecting a typical Developer financial reporting period.
- **Option B:** Electricity year (1 October - 30 September), aligning with D-TUoS tariff setting and other charging processes.
- **Option C:** Calendar year (1 January - 31 December), consistent with onshore compensation arrangements and EirGrid's price control incentives.
- **Option D:** A bespoke year for each project, aligning with the date of asset handover.

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<sup>14</sup> [CRU202313](#), page 31.

<sup>15</sup> [CRU202309](#), page 49. [CRU202466](#), page 29.

Following review and consideration of these options, the CRU proposes to adopt Option B - the electricity year - as the basis for the planned maintenance allowance under the Phase 1 GoA regime. This option aligns with the D-TUoS tariff-setting process, which has already been determined as the mechanism for recovering GoA compensation from consumers.<sup>16</sup>

The CRU also considers that Option B would likely entail the most proportionate administrative burden when compared to the financial year (Option A) or the calendar year (Option C), though both these options would still provide Developers with a clearly defined period in advance of asset transfer. In contrast, Option D - a bespoke year per project - would reduce clarity for Developers, financiers, and EirGrid, and would introduce additional complexity and administrative burden for all stakeholders.

### **2.1.5 Maintenance allowance accrual**

This design element relates to whether EirGrid, in its function as offshore asset owner, should receive its full annual maintenance allowance at the start of the year or accrue it on a pro-rata basis throughout the year (e.g. can use half the allowance in the first half of the year). The CRU has considered the following two options:

- **Option A:** Full allowance allocated at the start of the year
- **Option B:** Allowance accrued progressively throughout the year

The CRU proposes to adopt Option A, whereby EirGrid receives the full annual planned maintenance allowance at the beginning annual period. Under this approach, compensation to Developers would only apply once the annual allowance is exceeded - from the 6th day onwards in years 1–10, and from the 11th day onwards in years 11–30 (subject to any unused maintenance days being carried forward).

Where asset handover occurs mid-year for a project (e.g. January within the electricity year), EirGrid would still receive the full annual planned maintenance allowance (five days) for Year 1 of the GoA regime, following the point of asset transfer. This is to avoid the risk of EirGrid having an insufficient allowance to carry out its planned maintenance in Year 1 due to an accrual.<sup>17</sup>

The CRU considers that this approach minimises operational risk for EirGrid, as compensation is only triggered once the full allowance is used. It also avoids the inefficiencies and potential

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<sup>16</sup> [.CRU202309](#), page 59. [.CRU202466](#), page 33.

<sup>17</sup> EirGrid's maintenance activities will need to be planned years in advance in coordination with the wind farm developer, ESB Networks, and expected weather conditions.

perverse incentives of an accrual system, which could increase volatility in compensation payments and, in turn, the risk of higher or more unpredictable costs to consumers.

### **2.1.6 Opportunistic maintenance**

As part of the pre-engagement for this consultation, EirGrid requested that opportunistic maintenance be formally recognised within the Phase 1 GoA regime. EirGrid noted that increasing maintenance activity on the network could deliver improved levels of offshore transmission asset performance, reduce curtailment, and help limit potential liabilities for end consumers.

The CRU has explored the concept of opportunistic maintenance, which it understands to mean maintenance activities carried out by EirGrid, as the offshore asset owner, during either of the following situations:

- **Unplanned outage of the offshore transmission assets:** where EirGrid takes advantage of an unplanned outage to carry out additional maintenance works on the offshore transmission assets, thereby reducing the need for separate site visits.
- **Wind farm outages (planned or unplanned):** where EirGrid conducts maintenance on the offshore transmission assets while the wind farm is already offline, ensuring that the transmission outage does not further restrict the wind farm's ability to export.

The CRU is not aware of opportunistic maintenance being explicitly defined for offshore wind availability compensation schemes in other jurisdictions. However, it agrees that, conceptually, opportunistic maintenance could increase the overall volume of maintenance activity on the network, thereby reducing the risk of unplanned outages and lowering the compensation costs ultimately borne by consumers. It could also strengthen the incentive on EirGrid to better coordinate maintenance activities - both by aligning planned works with wind farm maintenance windows and by undertaking additional works during unplanned outages when feasible.

Given these potential benefits, the CRU proposes to include opportunistic maintenance as a concept within the Phase 1 GoA regime. The CRU notes that the definition of what constitutes opportunistic maintenance would need to be tightly defined to provide sufficient clarity for Phase 1 Developers, and to avoid ambiguity or gaming risks for EirGrid. Moreover, it would need to be determined what happens in the scenario where EirGrid commences opportunistic maintenance during an unplanned outage and then subsequently the opportunistic maintenance overruns.

The CRU is also separately developing an availability incentive for EirGrid's Phase 1 offshore assets, which is aimed at driving operational efficiency and robust outage management. The

CRU will consider the interactions of these mechanisms as part of its final decision on the Phase 1 GoA regime.

**Consultation Questions:**

1. Are there any further design elements relating to the planned maintenance allowance that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.
2. Do stakeholders agree with the CRU's proposal to adopt the electricity year as the basis for the planned maintenance allowance under the Phase 1 GoA regime?
3. Do stakeholders agree that EirGrid should receive its full annual planned maintenance allowance at the beginning of each year, as opposed to the allowance being accrued on a pro-rata basis throughout the year?
4. The CRU requests stakeholder feedback and/or analysis on how opportunistic maintenance should be defined for the Phase 1 GoA regime.

## 2.2 Establishing the duration of relevant outage periods

Table 3 provides a summary of the CRU's proposals for design elements relating to establishing the duration of relevant outage periods. Further rationale for the CRU's proposed design elements is set out in the subsections below.

**Table 3: CRU proposals for design elements relating to establishing the duration of relevant outage periods**

Design element	New proposal / Existing decision	Description
<b>Declaration of unavailability</b>	New proposal	<ul style="list-style-type: none"> <li>EirGrid will notify the generator of a relevant network outage and whether it is on the onshore and/or offshore network (for which different processes apply).</li> <li>If the outage is only on the offshore transmission network, then the Phase 1 offshore wind projects will not be outturn available.</li> </ul>
<b>Definition of outage rounding and minimum duration (de minimis period)</b>	New proposal	<ul style="list-style-type: none"> <li>Outage windows to be rounded to the nearest 10 minutes.</li> <li>De minimis of 10 minutes (i.e. 5 minutes before rounding).</li> </ul>
<b>Compensation during periods of ramping-up</b>	New proposal	<ul style="list-style-type: none"> <li>Compensation applies during periods of ramping-up generation output to full availability post re-energisation of the offshore network assets. This applies for both unplanned outages and planned outages which are extended (i.e., where the extension is unplanned).</li> <li>Compensation will be paid from the end of the last day of the planned outage to the time at which the generator could have reached full export capacity.</li> </ul>

### **2.2.1 Declaration of unavailability**

All generators in Ireland must report whether they are available or unavailable during outages, based on the rules in the Grid Code (Procedure SDC1.4).<sup>18</sup> This declaration must be made in line with their Outturn Availability Status.

In practice, this involves two key steps, as outlined in SEM Business Process BP\_SO 8.6:<sup>19</sup>

- EirGrid's System Operator (SO) Real-Time team must check if the outage affects a wind/solar farm or a conventional generator, and then follow the correct steps based on the type of generator.
- Generators must update their availability and system services in the Electronic Dispatch Instruction Logger (EDIL) system.

The CRU has reviewed the arrangements for onshore and considers it reasonable for the Phase 1 GoA regime to adopt this same two-step declaration process for offshore generators. This would ensure consistency with existing onshore arrangements under the Outturn Availability policy, providing a familiar and proven approach for Developers.

The implementation of the Phase 1 GoA regime will result in there being different compensation schemes for onshore network outages and offshore network outages. This means that EirGrid, as TSO, must notify the Phase 1 offshore generator as to whether the outage relates to onshore network outages and/or offshore network outages. This will enable the generator to correctly declare its availability status in the EDIL system.

Through the pre-engagement process for this consultation, some Phase 1 Developers sought clarification on the level of compensation that would apply if a relevant outage on the offshore transmission network coincides with a period of zero wind resource.

For the avoidance of doubt, the CRU reaffirms its previous decision that compensation under the Phase 1 GoA regime should correspond to the level of output that could have been transmitted during the period of offshore asset unavailability. It should not be based on the Maximum Export Capacity (MEC) or any other theoretical output level.<sup>20</sup> Therefore, Phase 1 Developers will not be

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<sup>18</sup> EirGrid (2025) [Grid Code Version 15](#).

<sup>19</sup> SEMO [BP\\_SO 8.6 Generator Outturn Availability](#).

<sup>20</sup> [CRU202466](#), page 32.

compensated for unavailability of EirGrid's offshore network assets in situations where they would have been unable to generate due to insufficient wind resource.

### **2.2.2 Definition of outage rounding and minimum duration (de minimis period)**

The CRU proposes that outage durations under the Phase 1 GoA regime be rounded to the nearest ten minutes, reflecting standard industry practice for wind generation data, which is typically recorded at ten-minute intervals. For example, an outage of 3 hours 45 minutes would be rounded to 3 hours 50 minutes while an outage of 2 hours 4 minutes would be rounded to 2 hours 0 minutes.

In line with this, the CRU proposes a de facto de minimis period of five minutes, representing the mid-point of the rounding interval (i.e., before any rounding is applied). That said, the CRU notes there may be a case for the de minimis to be greater than 5 minutes if there was a high probability of short, frequent outages that would create a disproportionate administrative burden in relation to processing small compensation claims.

The CRU confirms that the rounding of outage windows and de minimis period, as discussed above, would apply to all types of compensation event (i.e., unplanned maintenance or a planned maintenance outage where EirGrid has exceeded its annual allowance).

### **2.2.3 Compensation for ramping-up**

The CRU recognises that ramping up generation after re-energisation can take considerable time for offshore assets, especially after an extended outage. To address this, the CRU proposes that Phase 1 Developers should receive compensation for the time needed to restore full availability following re-energisation of offshore network assets, in cases of unplanned outages and planned outages that become unexpectedly extended (i.e., where the extension is unplanned).

On this basis, the CRU proposes to apply to following design principles to GoA compensation for ramping up of generation after an outage on the offshore network:

- For planned outages of the offshore network assets, the ramping-up period should occur within a planned outage window (i.e., incentivises all parties to minimise outage duration).
- In circumstances where a planned outage on an offshore network asset is extended, then compensation will be paid from the end of the last day of the planned outage to the time by which the generator is able to export at its full availability (regardless of the wind resource). This means that ramping up time is accounted for but that factors such as low wind speed or delays on the generator side do not prolong the period of eligibility for compensation.

- In the case of unscheduled maintenance and unplanned outages, compensation is paid from the onset of the outage until the time at which the generator is able to export at its full availability.

**Consultation Questions:**

5. Are there any further design elements relating to establishing the duration of relevant outage periods that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.
6. Do stakeholders agree with the CRU's proposals regarding the roles of the TSO and the generator in relation to the notification and declaration of unavailability?
7. Do stakeholders agree that the de minimis period for an outage window should be 5 minutes (before rounding)?
8. Do stakeholders agree that Phase 1 Developers should receive compensation for the time needed to restore full availability following re-energisation of offshore network assets, in cases of unplanned outages and planned outages that become unexpectedly extended?

## 2.3 Calculating the compensation amount

Table 4 provides a summary of the CRU's proposals for design elements relating to calculating the compensation amount. Further rationale for the CRU's proposed design elements is set out in the subsections below.

**Table 4: CRU proposals for design elements relating to calculating the compensation amount**

Design Element	New proposal / Existing decision	Description
<b>Force Majeure</b>	New proposal	<ul style="list-style-type: none"> <li>• There will be a Force Majeure provision in the design of the Phase 1 GoA regime.</li> <li>• The CRU is considering two options for its detailed definition: <ul style="list-style-type: none"> <li>○ <b>Option A:</b> Exceptional Events Only</li> <li>○ <b>Option B:</b> Exceptional Events and Latent Defects</li> </ul> </li> </ul>
<b>Trigger for calculation of payment amount</b>	New proposal	<ul style="list-style-type: none"> <li>• The GoA compensation payment process will be triggered once the eligible outage event has ended or after a set period has elapsed (e.g. 28 days), whichever occurs first.</li> </ul>
<b>Estimation of volume lost</b>	New proposal	<ul style="list-style-type: none"> <li>• EirGrid to estimate lost volume using the Phase 1 project output forecasts applied in the scheduling and dispatch process.</li> </ul>

### 2.3.1 Force Majeure

The term Force Majeure describes an unforeseen and unavoidable circumstance that prevents a party from fulfilling a contract. A Force Majeure provision in relation to the availability of offshore transmission assets is a well-established feature in other offshore wind and interconnector

compensation availability schemes across Europe, including in Great Britain<sup>21</sup>, Belgium<sup>22</sup>, and Denmark.<sup>23</sup>

There is also precedent for its application within the Irish regulatory framework. The CRU has incorporated a Force Majeure definition within the availability incentive for the Greenlink Electricity Interconnector “Cap and Floor Regulatory Framework”<sup>24</sup> and is considering adopting a similar approach for the upcoming Price Review 6 Decision (PR6).<sup>25</sup>

The GoA regime was introduced to provide Phase 1 Developers with revenue certainty, recognising that EirGrid is assuming a new role as offshore transmission asset owner without a track record in this area. To provide this certainty, the CRU decided that Phase 1 Developers should receive compensation for outages under EirGrid’s control. The objective, however, is not to insulate Developers from all outages (unlimited liability) - such as those they could reasonably expect to experience had they owned and operated the network assets themselves.

To strike an appropriate balance, the CRU proposes including a Force Majeure provision within the design of the Phase 1 GoA regime. This approach incentivises EirGrid to identify outages that are caused by factors beyond its control and should therefore not result in compensation. In doing so, this reinforces EirGrid’s obligation under TSO licence Condition 18<sup>26</sup> to “take into account the objective of minimising the overall costs to final customers pursuant to Regulation 8(3) of SI 445 of 2000.”

The CRU has considered two options for the definition of Force Majeure under the Phase 1 GoA regime:

- **Option A: Exceptional Events Only**

GoA compensation would not be available in the event of exceptional circumstances, as defined in the Greenlink Electricity Interconnector *Cap and Floor Regulatory Framework*.<sup>27</sup>

- **Option B: Exceptional Events and Latent Defect**

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<sup>21</sup> The OFTO definition of Force Majeure is contained within the [Generic OFTO Licence](#).

<sup>22</sup> Elia (2021) [Connection Contract](#) page 15.

<sup>23</sup> Energinet (2024) [Appendix 1 – Grid Connection Terms – April 2024](#) page 15.

<sup>24</sup> & <sup>24</sup> CRU (2021) [Greenlink Electricity Interconnector “Cap and Floor Regulatory Framework”](#) page 53.

<sup>25</sup> CRU (2025) [Price Review Six: Offshore Revenue for 2026-2023](#) page 121.

<sup>26</sup> TSO License to Operate Granted to EirGrid – [Condition 18 Performance of the TSO Business](#)

This option expands the definition of Force Majeure to include both exceptional events (as per Option A) and latent defects, where it can be demonstrated that an outage is directly linked to Developer actions prior to the transfer of offshore transmission assets to EirGrid.

Option A has the benefit of being already defined and familiar to stakeholders, offering a clear and established basis for determining eligible compensation events. Option B would expand the definition to include latent defects, where it can be demonstrated that the outage is linked to Developer actions prior to asset transfer. While this approach would require further consideration to fully define, it places a further incentive on the Phase 1 Developers to deliver high-quality assets at the point of transfer, thereby offering added protection to consumers from potentially significant liabilities.

The CRU does not have a preferred option at this stage and therefore invites feedback from all interested parties on how the Force Majeure provision within the Phase 1 GoA regime should be defined.

In addition to a force majeure provision, the CRU is developing further measures to protect consumers from potentially significant liabilities arising from network outages. These include:

- Monitoring and oversight of EirGrid asset transfer process ('reducing risk of outages')
- Availability incentive on EirGrid ('reducing risk of outages')

The CRU currently consider that this package of wider measures, together with the Force Majeure provision, will provide sufficient protection for consumers. Therefore, the CRU is not minded at this stage to introduce a cap on GoA compensation.

### **2.3.2 Trigger for calculation of payment amount**

For this design element, an 'eligible' outage event is defined as an outage that triggers a requirement for EirGrid to compensate Developers under the Phase 1 GoA regime (i.e. it is an unplanned outage or a planned maintenance outage where EirGrid has exceeded its annual allowance).

In this context, the CRU has identified and considered two options for when compensation should be triggered:

- **Option A:** At the end of the eligible outage event
- **Option B:** After the eligible outage event has ended or after a set period has elapsed (e.g. 28 days) - whichever occurs first.

Option A would likely introduce the least administrative burden, as compensation would only need to be calculated and paid once per outage event. However, there are examples of outage events, such as subsea cable faults, that can last several months or even years. In such instances, Developers may face prolonged periods of uncertainty regarding the compensation amount, which presents a significant risk to investors regarding base cashflow certainty.

Option B potentially mitigates this risk by allowing compensation to be calculated and paid periodically during extended outages. This approach improves revenue certainty for Developers, reduces investor risk, spreads EirGrid's financial exposure over time, and helps avoid sudden spikes in charges to end consumers (e.g., for extended outages spanning two electricity years).

Given these considerations, the CRU proposes to adopt Option B, where compensation is triggered after a set period. The CRU proposes a period of 28 days, aligning with the proposed design of the payment channel, but recognises that alternative short-term durations may also be appropriate.

### **2.3.3 Estimation of volume lost**

The CRU recognises the importance of a clear and robust process for estimating the volume of generation lost due to a network outage. This is standard practice across other European offshore wind regimes and similar principles apply onshore in Ireland through the Outturn Availability Policy. Such processes help ensure compensation payments are processed efficiently, support bankability, and reduce the risk of disputes arising between parties.

Given this, the CRU proposes that EirGrid, in its role as TSO, should be responsible for estimating lost volume. This estimate can be informed by and cross-referenced against data and supporting evidence provided by the Phase 1 Developer, who will be responsible for submitting the necessary supporting information to support its claim. This should include, but not be limited to:

- Timings and duration of the outage, including the start time, end time, and completion of ramp-up to full output.
- Offshore metering records detailing power export and dispatch history (clearly showing shutdown and restart periods).

EirGrid will cross-reference this data against its own operational data sources, such as the scope of outage works, records of switching operations, and information from the EirGrid National Control Centre (NCC) relating to asset isolation, outage duration, and re-energisation timelines.

Once the duration of the impact of the outage on the wind farm's export capability has been established, EirGrid will then estimate the volume of lost generation based on the forecasts for output of the offshore wind farm that it uses in the dispatch and settlement processes.

**Consultation Questions:**

9. Are there any further design elements relating to calculating the compensation amount that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.
10. Do stakeholders agree that a Force Majeure provision should be included within the Phase 1 GoA regime?
  - a. If so, how should Force Majeure be defined to ensure an appropriate balance between Developer certainty, EirGrid's operational responsibilities, and consumer interests?
11. Do stakeholders agree with the CRU's proposal that compensation should be triggered after a defined period of outage, as opposed to the end of the eligible outage event?
  - a. If yes, do you agree that a period of 28 days is appropriate?
  - b. If no, please indicate what alternative duration you would consider more suitable and why.
12. Do stakeholders agree with the CRU's proposal that EirGrid should be responsible for estimating the volume of generation for which compensation should be paid?
13. The CRU is not currently minded to introduce a cap on GoA compensation. Stakeholders' views on this position are requested.

## 2.4 Cashflow arrangements

Table 5 provides a summary of the CRU’s proposals for design elements relating to cashflow arrangements. Further rationale for the CRU’s proposed design elements is set out in the subsections below.

The CRU notes that the choice of payment channel is a key dependency for other design elements related to cashflow management. Therefore, should stakeholders express a clear preference for a different specific payment channel, the CRU may need to consider alternative cashflow arrangements to ensure alignment with the governance and operational mechanics of the selected payment channel. For example, if compensation is administered by netting against monthly OG-TUoS payments, the natural default would be to set the frequency for GoA payments to monthly.

**Table 4: CRU proposals for design elements relating to cashflow**

Design Element	New proposal / Existing decision	Description
<b>Payment channel for compensation</b>	New proposal	<ul style="list-style-type: none"> <li>• Compensation is paid to Developers by EirGrid through an adjustment to the OG-TUoS payment required from Developers to recover the ATV charge.</li> </ul>
<b>Frequency of compensation payments and payments lag</b>	New proposal	<ul style="list-style-type: none"> <li>• Monthly compensation payments with Developers to receive compensation payment in the next available payment run.</li> </ul>
<b>Recovery by EirGrid of cost of compensation payments</b>	Existing decision <sup>28</sup>	<ul style="list-style-type: none"> <li>• EirGrid recovers the cost of compensation through the new Offshore Grid Charge element in the Demand Transmission Use of System (D-TUoS) charge.</li> </ul>

### 2.4.1 Payment channel for compensation

The CRU has considered a range of possible options for the channel through which GoA compensation could be paid:

<sup>28</sup> [CRU202309](#), page 56. [CRU202466](#), page 33.

- **Option A: OG-TUoS Adjustment**

Compensation is paid to Developers by EirGrid through an adjustment to the OG-TUoS payment required from Developers to recover the ATV charge.

- **Option B: Bespoke Payment Mechanism**

A new payment flow is established solely for the purpose of compensating Developers, with costs recovered through a channel akin to the PSO levy.

- **Option C: Hybrid Approach**

Compensation is provided up to the value of the monthly OG-TUoS payment via an adjustment. Any compensation exceeding this amount is paid through a separate bespoke payment channel.

In assessing these options, the CRU notes that Option B would likely impose a disproportionate administrative burden compared to Option A, as creating a new payment mechanism would require additional systems, processes, and governance. By contrast, Option A proposes to leverage the OG-TUoS framework, which is already being developed. Accordingly, the CRU considers Option A - an adjustment to the OG-TUoS payment - to be the most appropriate and proportionate approach for administering compensation under the Phase 1 GoA regime.

This option aligns with existing CRU policy decisions and leverages the payment channel already established for recovery of the Asset Transfer Value (ATV) charge. It would also ensure that compensation is administered through regular monthly billing cycles, providing sufficient predictability and assurance for Developers and their financiers. Finally, this approach avoids placing undue financial or operational risk on EirGrid, as compensation payments would be made by offsetting the OG-TUoS amounts payable by Developers, rather than having to be generated via a separate payment stream.

Under Option A, there may be scenarios where the value of compensation owed to Developers exceeds the monthly OG-TUoS payment. This could result in negative payment flows for EirGrid to manage. The CRU acknowledges this risk but notes that cashflow deficits are driven by the level of compensation rather than the payment channel, meaning deficits could arise under any of the options considered. Therefore, regardless of the payment channel selected, the CRU will consider appropriate governance and financial arrangements to ensure EirGrid's working capital needs are adequately addressed.

The CRU could consider a hybrid approach for the payment channel (Option C), whereby compensation up to the value of the OG-TUoS payment is administered via adjustment, and any excess is paid through a separate channel (e.g. a bespoke payment mechanism). This approach provides the necessary guarantees for Developers and would avoid negative OG-TUoS

payments that could create operational challenges for EirGrid. However, given the material probability that compensation amounts could exceed monthly OG-TUoS payments, this arrangement could frequently revert to the bespoke payment mechanism in practice, thereby inheriting many of the administrative and design complexities associated with Option B.

Given the central role of the payment channel in shaping other cashflow-related design elements, the CRU welcomes specific feedback from stakeholders on the most suitable payment channel for the Phase 1 GoA regime.

#### **2.4.2 Frequency of compensation payments and payments lag**

For this design element, ‘frequency of compensation’ is defined as the regularity with which payments are made, and ‘payment lag’ refers to the time between the trigger for calculation of the compensation payment and the actual distribution of funds. The CRU has identified and considered three options for the frequency of compensation and payment lag, as outlined below.<sup>29</sup>

- **Option A: Monthly payments with minimal lag**  
Developers receive compensation in the next available monthly payment run.
- **Option B: Quarterly payments with short lag**  
Compensation is paid on a quarterly basis, with a payment lag typically ranging from 2 to 5 months following the compensation trigger.
- **Option C: Annual payments with long lag**  
Compensation is paid annually, with a payment lag ranging from 2 to 14 months, depending on when the compensation event occurs within the year.

The CRU considers that monthly payments with minimal lag (Option A) strike the most effective balance between administrative practicality and minimising working capital requirements for Phase 1 Developers. This approach delivers greater predictability and cashflow certainty for financiers, thereby enhancing the overall bankability of Phase 1 offshore wind projects.

The CRU acknowledges that a monthly payment cycle may place additional working capital pressure on EirGrid, as payments would need to be issued more frequently than under quarterly

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<sup>29</sup> The CRU has assumed a minimum payment lag of approximately two months, reflecting the time required to validate lost volumes and process compensation payment. The precise timescale will be confirmed during the detailed implementation of the Phase 1 GoA regime.

or annual arrangements. As stated above, the CRU will explore measures to support EirGrid's working capital requirements.

For the avoidance of doubt, the CRU notes that the frequency of GoA payments does not impact the cost to the consumer. The total amount of compensation recovered through annual changes to D-TUoS tariffs will remain the same under each option.

### **2.4.3 Recovery of compensation payments**

As set out in previous CRU decision papers ([CRU202309](#) and [CRU202466](#)), a new Offshore Grid Charge will be developed as part of Demand Transmission Use of System (D-TUoS) charges in Ireland. Compensation for relevant offshore transmission network outages will be included in the Offshore Grid Charge.

As noted in the CRU's draft determination for PR6<sup>30</sup>, the methodology for this Offshore Grid Charge will be developed separately and could take up to two years to be completed.

#### **Consultation Questions:**

14. Are there any further design elements relating to cashflow arrangements that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.
15. Do stakeholders support the proposed design and operational mechanics of the GoA payment channel (adjustment to the OG-TUoS payment in the next available monthly payment run)?
16. What factors should the CRU consider in relation to the recovery of GoA compensation costs through the Offshore Grid Charge?

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<sup>30</sup> Price Review Six (PR6) Offshore Revenue for 2026 - 2030 ([CRU202589](#)) – D-TUoS Tariff Treatment, page 148.

## 3 Conclusion and Next Steps

The CRU is seeking responses on its proposed design for the Phase 1 Guarantee of Availability (GoA). Responses to this paper should be submitted via the CRU's consultation portal which can be found through the [CRU website](#)<sup>31</sup> by 26 January 2026.

Once the consultation closes, the CRU will review all submissions and determine next steps. A decision on the GoA design is expected in **H2 2026**. The detailed implementation of the Phase 1 GoA regime will follow the CRU's decision on the GoA design. As well as the decision on the GoA design, additional work will be undertaken after FID to prepare for the Phase 1 GoA regime coming into effect following the transfer of network assets to EirGrid.

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<sup>31</sup> [The Commission for Regulation of Utilities \(CRU\)'s Consultation Portal](#)

## Appendix A - Summary of Consultation Questions

Consultation Questions
<b><i>Planned maintenance allowance</i></b>
1. Are there any further design elements relating to the planned maintenance allowance that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.
2. Do stakeholders agree with the CRU's proposal to adopt the electricity year as the basis for the planned maintenance allowance under the Phase 1 GoA regime?
3. Do stakeholders agree that EirGrid should receive its full annual planned maintenance allowance at the beginning of each year, as opposed to the allowance being accrued on a pro-rata basis throughout the year?
4. The CRU requests stakeholder feedback and/or analysis on how opportunistic maintenance should be defined for the Phase 1 GoA regime.
<b><i>Establishing the duration of relevant outage periods</i></b>
5. Are there any further design elements relating to establishing the duration of relevant outage periods that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.
6. Do stakeholders agree with the CRU's proposals regarding the roles of the TSO and the generator in relation to the notification and declaration of unavailability?
7. Do stakeholders agree that the de minimis period for an outage window should be 5 minutes (before rounding)?
8. Do stakeholders agree that Phase 1 Developers should receive compensation for the time needed to restore full availability following re-energisation of offshore network assets, in cases of unplanned outages and planned outages that become unexpectedly extended?

<b><i>Calculating the compensation amount</i></b>
<p>9. Are there any further design elements relating to calculating the compensation amount that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.</p>
<p>10. Do stakeholders agree that a Force Majeure provision should be included within the Phase 1 GoA regime?</p> <p style="padding-left: 40px;">a. If so, how should Force Majeure be defined to ensure an appropriate balance between Developer certainty, EirGrid’s operational responsibilities, and consumer interests?</p>
<p>11. Do stakeholders agree with the CRU’s proposal that compensation should be triggered after a defined period of outage, as opposed to the end of the eligible outage event?</p> <p style="padding-left: 40px;">a. If yes, do you agree that a period of 28 days is appropriate?</p> <p style="padding-left: 40px;">b. If no, please indicate what alternative duration you would consider more suitable and why.</p>
<p>12. Do stakeholders agree with the CRU’s proposal that EirGrid should be responsible for estimating the volume of generation for which compensation should be paid?</p>
<p>13. The CRU is not currently minded to introduce a cap on GoA compensation. Stakeholders’ views on this position are requested.</p>
<b><i>Cashflow arrangements</i></b>
<p>14. Are there any further design elements relating to cashflow arrangements that the CRU should consider for the Phase 1 GoA regime? If so, please outline and provide supporting rationale.</p>
<p>15. Do stakeholders support the proposed design and operational mechanics of the GoA payment channel (adjustment to the OG-TUoS payment in the next available monthly payment run)?</p>
<p>16. What factors should the CRU consider in relation to the recovery of GoA compensation costs through the Offshore Grid Charge?</p>