

No.65408/05.09.2023

Submitted for analysis and approval to the E.G.M.S. of 15/16 November 2023

**REPORT on the approval of the conclusion of the Association Contract between S.N.T.G.N. TRANSGAZ S.A., as user and the company DELGAZ GRID S.A., as operator, for carrying out the works for the extension of the electricity distribution network of public interest in order to connect the Delivery Regulating Metering Station DRMS BĂLTENI - Regional Operating Centre BRĂILA, as well as co-financing the connection works**

## **SUMMARY**

DRMS BĂLTENI is a new location located in an area of privately-owned agricultural land. In order to supply electricity to this site, a request for the issue of a Technical Endorsement for Connection no. DPC58085/21.07.2022 was submitted to DELGAZ GRID SA under no. 1004903280/20.08.2022.

DELGAZ GRID SA communicates by letter registered with SNTGN TRANSGAZ SA under no. 90071/14.11.2022 that in order to supply electricity to this objective it is necessary to extend the existing distribution network, which is why the connection procedure can be carried out in accordance with ANRE Order no.36/2019, subsequently amended by ANRE Order no.159/02.09.2020 - "Methodology for assessing the conditions for financing investments for the electrification of localities or for the extension of electricity distribution networks".

By Notification no. 40470/06.07.2023, we have been informed that following the feasibility study approved by the DELGAZ GRID approval commission validated by the TEC endorsement dated 06.07.2023 of FS no 62/2023, in accordance with ANRE Order no. 36/2019, it resulted that SNTGN TRANSGAZ SA should participate with a co-financing share of 113.726,94 lei VAT excluded (50% of the total value of the works 227.453,87 lei VAT excluded), on the basis of an Association Contract and a Co-financing Contract, respectively, concluded between DELGAZ GRID SA and SNTGN TRANSGAZ SA.

In order to carry out the connection works, it is necessary to sign two contracts, an Association Contract and a Co-financing Contract, between DELGAZ GRID SA and S.N.T.G.N. TRANSGAZ S.A.

## **PROPOSAL**

We submit for your analysis and approval, pursuant to Article 15, paragraph 4, letter i) in conjunction with Article 31 of the Articles of Incorporation of Transgaz S.A., updated, of the Association Contract and the Co-financing Contract to be concluded with Delgaz Grid S.A. for the implementation of the works for the extension of the public interest electricity distribution network in order to connect the Delivery Regulating Metering Station DRMS BĂLTENI - BRĂILA Regional Operating Centre to it, as well as to mandate the Director General of Transgaz S.A. to sign such contracts.

## **DETAILED CONTENT**

DRMS BĂLTENI is a new location located in an area of privately-owned agricultural land. In order to supply electricity to this site, a request for the issue of a Technical endorsement for Connection no. DPC58085/21.07.2022 was submitted to DELGAZ GRID SA under no. 1004903280/20.08.2022.

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In order to carry out the connection works, it is necessary to sign two contracts, an Association Contract and a Co-financing Contract, between DELGAZ GRID SA and S.N.T.G.N. TRANSGAZ S.A.

In view of the above, based on the legal provisions in force, namely ANRE Order no. 36/2019, Law no. 99/2016 on sectoral procurement as subsequently amended and supplemented, S.N.T.G.N. TRANSGAZ S.A.'s Articles of Incorporation, updated, the Civil Code, we would like to propose the approval of the Association Contract and the Co-financing Contract, between S.N.T.G.N. TRANSGAZ S.A., as user, and DELGAZ GRID S.A., as operator, to carry out the works for the extension of the public interest electricity distribution network in order to connect the DRMS BĂLTENI Metering Regulating

Delivery Station - BRĂILA Regional Operating Centre, as well as to mandate the Director General of Transgaz S.A. to sign such contracts.

Please find attached the copies of;

- The proposed draft association contract;
- The draft co-financing contract;
- The request for the issue of the Technical endorsement for connection no. DPC58085/21.07.2022;
- The letter DELGAZ GRID SA no. 1004903280/22.07.2022;
- The letter SNTGN TRANSGAZ SA no. DMEAS57205/02.08.2023;
- The notification DELGAZ GRID SA no. 40470/06.07.2023;
- The necessity report no. 64396/01.09.2023;

**Chairman of the Board of Administration**  
**Petru Ion Văduva**

## Translation from Romanian

Letterhead of SNTGN Transgaz SA  
No. 58844  
08.08.2023

No. DMEAS 1567/08.08.2023

### **Association Contract**

related to the extension work of the electrical distribution grid in order to supply electricity to  
DRMS Balteni, Vaslui County

This Contract is concluded today  
DEGR-..... /..... 2023

The National Gas Transmission Company "TRANSGAZ" SA-.....

Between the undersigned:

SC DELGAZ GRID SA, with the office in the municipality of Targu Mures, bld. Pandurilor, nr. 42, floor IV, fax: 0365-403 860, registered at the Trade registry office Mureş under the number J26/326/2000, Sole Registration Number RO 10976687, account no. RO25TREZ4765069XXX003127 opened with Trezoreria Târgu Mureş, represented by Cristian Secosan, having the position of Director General, as licensee distribution operator, hereinafter referred to as "**Distribution operator**", and

The National Gas Transmission Company "TRANSGAZ" SA, with the office in MEDIAS locality, P-TA CONSTANTIN I. MOTAS, Nr. 1, SIBIU county, phone/fax 0269803333 e-mail: [cabinet@transgaz.ro](mailto:cabinet@transgaz.ro), registered at the Trade Register under no. J32/301/2000, Tax identification code RO13068733, bank account .....Bank....., represented by ION STERIAN as Director General, hereinafter referred to as "**User**".

Hereinafter referred to individually as "Party" or collectively as "Parties",

Whereas:

- Each of the Parties is a "contracting authority" in the sense of art. 4 of Law no. 99/2016 on the awarding of sectoral procurement contracts;
- The parties intend to establish a "Contracting Association" for the purpose of collectively organizing the public procurement procedures for the performance of electrification works for localities/grid extension in the co-financing situation, depending on the need ("Operation").

The parties agreed as follows:

### **Article 1: Object - Participations (Association)**

1.1. The Parties have agreed to associate and participate in this Association ("Association Contract") for the sole purpose of collectively organizing the sectoral procurement procedures for the performance of electrification works for localities/grid extension in the co-financing situation and for the completion of the Operation under the conditions stipulated in this contract.

1.2. The parties have agreed that the Association does not have legal personality. The liquidation of the association will not produce patrimonial effects towards the parties, other than those that could result from the enforcement of art. 2.2.

1.3 The parties have agreed, in order to fulfill the objective of the Operation, that each of them will provide the Association with all the necessary resources and qualifications, requested by the Association's management.

1.4. The participations of the parties in the Association are as follows:

- DEGR                      50% (fifty)
- User                        50% (fifty)

1.5. Except for the cases where the Parties agree otherwise, in the case of certain sectoral procurement procedures, all the rights, interests, and obligations resulting from the Operation and/or the Association will be shared and borne equally by the 2 (two) Parties in accordance with their participation in the Association, as mentioned above.

## **Article 2: Obligations of the Parties**

2.1 The parties will execute together and separately all the operations, acts and facts necessary for the collective organization of the public procurement procedures of goods, services, assets and/or works; subsequently, each of the public procurement contracts will be concluded by the respective Interested Party, according to its needs with respect to each procedure of public procurement, in order to fulfill the Operation.

2.2 Without prejudice to the rights and obligations of each of the Parties stipulated in this contract, in the event of non-fulfillment by one of the Parties of the obligations, the Party at fault is obliged to indemnify the other Party for any damages, losses, costs or expenses incurred and resulting from this non-fulfillment.

2.3 Each of the parties will bear the expenses related to the publication of the participation notices, the drafting of the documentation for participation in procurement procedures and the costs of the assessments of the tender committees, proportionally the quantities or the volumes of the respective procurement of services, goods or works, depending on the needs of each of the Parties.

2.4 To fulfill these obligations on behalf of this contract, each of the Parties undertakes to act in good faith in order to protect the interests of the Association. Each Party undertakes not to act on its own or together with third parties in such a way as to prejudice the interests of the Association or the proper fulfillment of this Contract.

## **Article 3. Management of the Association**

3.1 The parties have agreed that the Association will be managed by "DEGR", for the entire duration of the Association Contract.

## **Article 4: Performance of the "Operation"**

4.1 The Procurement Department of DEGR - which deals with the application and development of procurement procedures, will apply and carry out procurement procedures for the Association as well.

4.2 Each Party, as members of the Association, undertakes to provide the Procurement Departments of DEGR with the necessary information, documentation and powers of attorney, as required by the legislation in force regarding sectoral procurements, which would allow them to fulfill the obligations, as previously mentioned in Article 4.1.

### **Article 5: Material and personnel**

All materials, equipment and personnel necessary for the proper performance of the work related to the Operation will be made available to the Association by the Parties.

### **Article 6: Representative**

6.1 Except for the cases in which the Parties agree otherwise, in the case of sectoral procurement procedures, all rights, interests, and obligations resulting from the Operation and/or from the Association will be shared and equally supported by the 2 (two) parties in accordance with their participation in the Association, as mentioned in art. 1.4 and in art. 1.5.

6.2 Each Party, on behalf of and for the Association, will be responsible for:

- The fulfillment of the obligations stipulated by this Contract and/or the obligations imposed by the
- Execution and application of public procurement contracts;
- Each of the Parties will provide assistance to the Project Administrator, as necessary, in order to control and administer the works.

This contract will enter into force on the date of signing by the 2 (two) Parties and will be valid until the completion of the procurement procedures and the signing of the contracts for the performance of the works with the bidder selected as winner.

### **Article 7: Applicable law - Settlement of disputes**

7.1 This contract is governed by the Romanian law and in particular by article 4 of Law no. 99/2016.

7.2 In the case of any Litigation arising out of or in connection with the conclusion, execution or termination of this Contract, these will be submitted for settlement to the competent court.

A contracting party does not have the right, without the written consent of the other party:

- a) to make known the contract concluded between the two parties or any of its provisions to a third party, except for the persons involved in the fulfillment of the contract;
- b) to use the information and documents obtained or to which it has access during the performance of the contract, for a purpose other than that of fulfilling its contractual obligations.

The disclosure of any information to the persons involved in the fulfillment of the contract will be done confidentially and will extend only to that information necessary for the fulfillment of the contract.

A contracting party will be exempted from liability for disclosing information related to the contract if:

- a) the information was known to the contracting party before it was received from the other contracting party; or
- b) the information was disclosed after obtaining the written consent of the other contracting party for such disclosure; or
- c) the contracting party was legally obliged to disclose the information.

Each party of this contract shall immediately notify the other party of any discovery of any unauthorized disclosure of confidential information.

This contract is signed in 2 (two) counterparts, one for each party.

Each Party will receive one counterpart. The language of the contract is Romanian and will be used in all procedures before all Romanian authorities.

Delgaz Grid S.A.,  
Department Manager  
Electric Energy Investment Management  
NEGRUTU, DRAGOS-CRISTIAN

USER,  
SNTGN TRANSGAZ SA,  
ION STERIAN Director General

Legal department  
Dragan Daniel-Vasile .....

Head of Power Grid Access Service  
Patricia Constantin .....

Translation from Romanian

Letterhead of SNTGN Transgaz SA  
No. 58845 08.08.2023

No. DMEAS 1568/08.08.2023

**Co-financing Contract**

related to the extension work of the electrical distribution grid for the supply with electricity of  
DRMS Balteni, Vaslui County

concluded under No. .... on ..... at DELGAZ GRID S.A.  
concluded under No. .... on ..... at SNTGN TRANSGAZ SA

Pursuant to art. 13 of the Methodology for the assessment of investment financing conditions for the electrification of localities or for the extension of electric energy distribution grids, approved by the Order of the President of the Romanian Energy Regulatory Authority no. 36/2019, as subsequently amended and supplemented, this contract is concluded:

**ART.1 The parties**

The National Gas Transmission Company "TRANSGAZ" SA, with the office in MEDIAS locality, P-TA CONSTANTIN I. MOTAS, Nr. 1, SIBIU county, phone/fax 0269803333 e-mail: [cabinet@transgaz.ro](mailto:cabinet@transgaz.ro), registered at the Trade Register under no. J32/301/2000, Tax identification code RO13068733, bank account .....Bank....., represented by ION STERIAN as Director General, hereinafter referred to as "**User**".

and

SC DELGAZ GRID SA, with the office in the municipality of Targu Mures, bld. Pandurilor, nr. 42, floor IV, fax: 0365-403 860, registered at the Trade registry office Mureş under the number J26/326/2000, Sole Registration Number RO 10976687, account no. RO25TREZ4765069XXX003127 opened with Trezoreria Târgu Mureş, represented by Cristian Secosan, having the position of Director General and Mrs. Mihaela Loredana Cazacu as Deputy Director General as licensee distribution operator, hereinafter referred to as "**Licensee Distribution Operator**".

**ART. 2 Object of the contract**

2.1 The subject of this contract is the establishment of the conditions for financing investments for the electrification of the locality or for the implementation of works for the extension of the electricity distribution network in the territorial administrative unit Zapodeni, the county of Vaslui, i.e. the establishment of the amounts and the payment schedule of the co-financing contributions for each party, the establishment of the work schedule and the composition of the joint committee (Annex 1) for the establishment of the co-financing contributions in correlation with the total value of the works resulting from the acceptance report upon completion of the works.



2.2 In order to perform the investment referred to in Art. 2.1, the signatories of this contract agree to contribute to the co-financing of the extension works of the electricity distribution grid for the achievement of the following electricity distribution capacities:

Works for the extension of the electricity grid:

- LEA 20 kV with electrical conductors OI-AI 70/8 mmp-360m.
- PTA 20/0.4KV, 50 kVA -1 piece

### **ART. 3 Value of the contract:**

3.1 The estimated value of the grid extension works representing the object of the contract is of 227453.87 VAT excluded.

### **ART. 4 Obligations and rights of the parties:**

4.1 The licensee distribution operator will participate in this investment with the amount of 113726.94 lei VAT excluded, representing the value of the effective investment, i.e. 50% of the estimated value of the extension works (227453.87 lei VAT excluded).

4.2 The licensee distribution operator has the right:

- a) to use the grid established by law,
- b) to develop the distribution grid,
- c) to use the entire capacity of the grid,
- d) to ensure the connection to the grid of new applicants, in compliance with the legal provisions,
- e) to replace grid elements, following certain needs arising for the purpose of modernization, increase of the capacity of the grid or as a result of the increase in the degree of wear and tear or its damage.

4.3 The licensee distribution operator has the following obligations:

- a) to finance, at the end-of-lifetime or in the situations provided for in the regulations in force, the investments necessary to replace the elements of the grid to ensure the continuity and quality of the distribution service;
- b) to operate and maintain the network for its safe operation according to the rules in force.
- c) 90 days before the expiration of the 5-year term from the commissioning of the grid, the operator recalculates the investment efficiency rate resulting from the subsequent connection of other users and returns to the funding co-participants the difference between the co-financing quota initially assigned to them and the co-financing quota resulting from the recalculation of the efficiency, established according to the provisions of art. 4.6.;
- d) in the situation where, following the recalculation provided for in art. 4.3 paragraph (c), the effective value of the work is of at least 80% of the total value of the investment provided for in the acceptance report upon the completion of the work, the licensee distribution operator is obliged to return to the co-financing participants, their contribution,
- e) the payment deadline of the settlement amounts provided for in art. 4.3 paragraph (c) or (d), may not exceed the date of 5 years from the commissioning of the grid, and failure to comply with this leads to the obligation of the operator to pay increases for each day of delay, which cannot exceed the level of the delay interest due for non-payment of budget obligations on time.

4.4 The user has the obligation to contribute to the co-financing of the works with the amount of 113726,94 lei VAT excluded, representing 50.00% of the estimated value of the works (227453.87 lei VAT excluded).

4.5 The co-financing contribution payment schedule is as follows:

- a) The licensee distribution operator included its part of co-financing, in the amount of 113726.94 lei VAT excluded (**grid extension**) in the investment program and this will be completed in accordance with the execution contract resulting from the public procurement.
- b) The user agrees with its part of the co-financing, in the amount of 113726.94 lei VAT excluded based on letter 7205/46706/2023.
- c) The parties undertake to pay for the executed works, each, based on the relevant work situations, accepted for payment by the representatives designated by each party.

4.6 Upon completion of the works, the committee provided for in Art. 5.6 will establish the contributions to co-financing in correlation with the total value of the works resulting from the acceptance report concluded at the completion of the works, as well as their settlement amounts.

Depending on the contributions to the financing in relation to the total value of the works resulting from the acceptance report concluded at the completion of the works, taking into account the assessment of the investment works from the point of view of economic efficiency, the works corresponding to the value of  $I_{total}/I_{ef}$  are financed by the user and the works corresponding to the  $I_{total}/I_{ef}$  value, by the licensee distribution operator. All work situations will be invoiced and settled 50.00% by the user and 50.00% by DEGR.

## **ART. 5 Performance of the works**

5.1 The work execution schedule agreed by the parties is according to the execution contract concluded following the public procurement procedure.

5.2 The procurement of the execution of the works will be made based on a contract, concluded in compliance with the requirements of the legislation in force regarding public procurement of works, based on the Association Agreement with ANRE certified economic operators.

5.3 The user, as a co-owner, grants the licensee distribution operator the right to exclusive use of the power grid from the moment it is commissioned - without any subsequent patrimonial or non-patrimonial claims - and ensures the right of use and servitude and the operator's access, free of charge, throughout the existence and operation of the grid. The delivery of the electricity distribution grid to the maintenance and operation of the licensee distribution operator will be carried out through the co-financing contract and taking-over protocol upon the completion of the works.

5.4 In order to ensure continuity and safety in the supply of electricity to customers, if the provision of the public distribution service is carried out by means of fixed means owned by third parties, it is forbidden to change the destination for which these fixed means were built.

5.5 The monitoring of the execution of the works will be ensured by the specialized personnel of the licensee distribution operator.

5.6 In order to establish the ownership quotas on the co-financed fixed assets, the signatory parties decide to establish a joint committee (anex 1) consisting of the members who will be appointed by the decision of each party within no more than 10 days after signing the execution contract.

5.7 The operator-user joint commission establishes the contributions to co-financing in correlation with the total value of the works resulting from the acceptance report upon the completion of the

works, as well as the settlement amounts for them, the method and the deadline for payment of the settlement amounts, which cannot exceed 90 days after the grid was commissioned.

5.8 If the regularization amounts are not paid within the aforementioned time limit, the party owing them shall be obliged to pay late payment interest for each day exceeding 90 days from the commissioning of the grid, at the rate of the late payment interest due for failure to pay budgetary obligations on time

5.9 The correspondence addresses declared by the parties are:

For SNTGN Transgaz SA headquartered in MEDIAȘ, P-TA CONSTANTIN I. MOTAS, Nr.1, SIBIU county, phone/fax: 0269803333, email: [cabinet@transgaz.ro](mailto:cabinet@transgaz.ro);

For the distribution operator: Iași, Str. Sfântu Petru Movilă, no 38 PC 700014, phone 40 734 995 745, email: [Ciprian.tataru@delgaz-grid.ro](mailto:Ciprian.tataru@delgaz-grid.ro).

## **ART. 6 Contract documents**

The contract is based on the following documents:

- user request and its related documentation;
- FS feasibility study no. 62/2023 prepared by SC Proing Serv SRL;
- response to user regarding the SF result including the co-participation to financing;
- letter 7205/46706/2023 - accept the co-financing.

## **ART. 7 Period of the contract**

7.1 This contract is concluded for the period of all operations necessary to fulfil the objectives mentioned in art 2. This contract will be terminated on the commissioning of the grid and the conclusion of the delivery – taking-over protocol.

7.2 in case of non-payment by the user of its part of co-financing within the term established in the construction contract, the schedule for carrying out the works will be postponed according to the delay, the full responsibility falling on the user.

## **ART. 8 Litigation**

8.1 Differences of any kind that may arise during the performance of the contract will be settled by the contracting parties amicably.

8.2 In the situation where the differences between the parties cannot be settled amicably, any dispute arising from/or in connection with this contract, including those related to its validity, interpretation, execution or termination, will be settled by the competent courts.

## **ART. 9 Final provisions**

9.1 The amendment / completion of the clauses of this contract will be done with the agreement of both contracting parties, through addenda.

9.2 The contracting parties have the obligation to keep the clauses of this contract confidential

A contracting party does not have the right, without the written consent of the other party:

- a) to make known the contract concluded between the two parties or any of its provisions to a third party, apart from the persons involved in the fulfillment of the contract;
- b) to use the information and documents obtained or to which it has access during the performance of the contract, for a purpose other than that of fulfilling its contractual obligations.

The disclosure of any information to the persons involved in the fulfillment of the contract will be confidential and will extend only to the information necessary for the fulfillment of the contract.

The contracting party will be exempted from liability for disclosing information related to the contract if:

- a) the information was known to the contracting party before it was received from the other contracting party, or
- b) the information was disclosed after obtaining the written consent of the other contracting party for such disclosure; or
- c) the contracting party was legally obliged to disclose the information.

Each party of this contract shall immediately notify the other party of any discovery of any unauthorized disclosure of confidential information.

9.3 This contract was concluded on..... 2023, in two counterparts, one counterpart for each party.

DELGAZ GRID S.A.,  
Department Manager  
Electric Energy Investment Management  
NEGRUTU, DRAGOS-CRISTIAN

User:  
SNTGN TRANSGAZ S.A.,  
DIRECTOR GENERAL  
ION STERIAN

LEGAL DEPARTMENT  
DRAGAN DANIEL-VASILE

HEAD OF ACCESS SERVICE TO POWER GRID  
PATRICIA CONSTANTIN

ANNEX 1 - JOINT COMMITTEE between DEGR and the USER on the share of ownership of fixed assets, has carried out its activity on ....., consisting of :

***DEGR and the USER:***

CORE .....

Electricity Project Manager DMI.....

Designer PTh.....

Representative of the USER .....

The Commission has established the following shares of ownership of Fixed Assets:

LEA – LES 20kV.....

PT-PTA 20/0.4kV.....

LEA-LES 0.4kV .....

The Commission has established the following shares of ownership of Fixed Assets in percentages:

LEA – LES 20kV.....%

PT-PTA 20/0.4kV.....%

LEA-LES 0.4kV.....%

All work will be invoiced and settled 50.00% by the USER and 50.00% by DEGR.

*Transgaz' letterhead*

**Design and Research Division  
DPC No. 58085 / 21.07.2022**

To: **S.C. DELGAZ GRID S.A.  
540554, Tg. Mureș, B-dul Pandurilor, no. 42, Mureș County**

Attn: **Mr. Cristian SECOSAN - Director-General**

**Regarding: Issue of the Technical Approval for Connection (power) for the work:  
Balteni Connection and DRMS, power supply and fencing, Vaslui County**

Dear Director-General,

The National Gas Transmission Company Transgaz SA, headquartered in Mediaș, Constantin I. Moțaș Square, no. 1, Sibiu county, registered with the Trade Register under no. J32/301/2000, having sole registration number RO13068733, telephone 0269 803 333 or 0269 803 334, fax. 0269 839 029, represented by the Director of the Design and Research Division, Oniga Ciprian, hereby requests the issue of the **Technical Approval for Connection (power) for the investment objective Balteni Connection and DRMS, power supply and fencing, Vaslui County.**

We would like to mention the fact that the beneficiary of the investment is **S.N.T.G.N. TRANSGAZ S.A.**, and the general engineer of the work is **S.N.T.G.N. TRANSGAZ S.A. - DESIGN AND RESEARCH DIVISION.**

Please find attached in 2 (two) copies the technical documentation in order to obtain the Technical Approval for Connection (power), for the work: "Balteni Connection and DRMS, Vaslui County".

Please find attached:

- Application form;
- Registration certificate;
- Technical report;
- Town planning certificate;
- Site permit;
- Ownership documents;
- Area layout plan;
- Situation plan;

Translation from Romanian

In case you consider that other additional clarifications are necessary, these can be requested at the following phone numbers:

- 0773815529 - contact person - project responsible person - APC10I engineer— Alexandru TARNA (e-mail: alexandru.tarna@transgaz.ro).
- 0755026986 - Design and Research Division - APC 10I Head of workshop Cerbu Adrian (e-mail: adrian.cerbu@transgaz.ro);

The following address shall be used for correspondence:

S.N.T.G.N. Transgaz S.A Mediaş,  
Design and Research Division,  
Str. Unirii, no. 6, code 551025, Mediaş Locality, Sibiu county.

Hoping you will comply with our request, thank you for your understanding and cooperation.

Yours sincerely,

**Director General,  
Ion Sterian**

*Illegible signature – stamp*

Deputy Director General  
Mihai Leahu

Director of Design and Research Division  
On behalf of  
Stamp – BIHOREAN ALEXANDRU *Illegible signature*

Design Chief Engineer  
Stroi Dan

Head of the Design and Research Workshop 10I  
Cerbu Adrian  
*Illegible signature*

Prepared  
Alexandru TARNA *Illegible signature*

*Transgaz' letterhead*

**Design and Research Division  
DPC No. 58085 / 21.07.2022**

To: **S.C. DELGAZ GRID S.A.  
540554, Tg. Mureş, B-dul Pandurilor, no. 42, Mureş County**

Attn: **Mr. Cristian SECOSAN - Director-General**

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Balteni Connection and DRMS, power supply and fencing, Vaslui County**

Dear Director-General,

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Translation from Romanian

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- 0773815529 - contact person - project responsible person - APC10I engineer—Alexandru TARNA (e-mail: alexandru.tarna@transgaz.ro).
- 0755026986 - Design and Research Division - APC 10I Head of workshop Cerbu Adrian (e-mail: adrian.cerbu@transgaz.ro);

The following address shall be used for correspondence:

S.N.T.G.N. Transgaz S.A Mediaș,  
Design and Research Division,  
Str. Unirii, no. 6, code 551025, Mediaș Locality, Sibiu county.

Hoping you will comply with our request, thank you for your understanding and cooperation.

Yours sincerely,

**Director General,  
Sterian Ion**

*Illegible signature – stamp*

Translation from Romanian

Registration no. (ZCTR)	Business partner	Contract account	Consumption location

DEAR DIRECTOR

**Applicant identification data:**

The undersigned, Oniga Ciprian, representative of the Research and Design Division within S.N.T.G.N. TRANSGAZ S.A., with residence/head office in Mediaş, St. Unirii, no. 6, Sibiu county, postal code 551025, phone/fax 0269/801028, e-mail [claudia.schmidt@transgaz.ro](mailto:claudia.schmidt@transgaz.ro), [anita.vlas@transgaz.ro](mailto:anita.vlas@transgaz.ro), fiscal code RO13068733, Trade Register Office registration certificate J32/301/2000, having as core business ( NACE code and name according to the certificate of registration with the Trade Register Office, only for PJ) 4950, please approve the application for the connection of the consumption objective (name of the object) **Connection DRMS Bălteni, power supply and fencing**, located in (objective address) Zăpodeni, Vaslui county, land register 73039, TAU Zăpodeni.

**Legal representative/trustee: ION STERIAN**

Identified by ID/ID series and number ....., issued by ....., on .....,  
 residing IN ....., com. ...., st. ...., nO. ...., bl. ....,  
 entrance....., apt ....., county ....., tel. ...., e-mail .....  
 Specialist consultant (name, address, authorisation number, telephone, e-mail): .....  
 .....

The relevant data for the power supply to the above-mentioned unit are:

1.	Consumption place type	<input type="checkbox"/> existing; <input checked="" type="checkbox"/> new
2.	Total installed power (kW)	22
3.	Maximum simultaneous absorbed power (kW)	15,4
4.	Operating voltage (kV)	<input checked="" type="checkbox"/> 0.4; <input type="checkbox"/> 6; <input type="checkbox"/> 20; <input type="checkbox"/> 110; <input type="checkbox"/> other value...
5.	Power factor	<input type="checkbox"/> 0.85; <input checked="" type="checkbox"/> other value .....0,9
6.	Details of compensation facilities (only if the power factor >0.85)	
7.	Type of tariff requested (voltage at the demarcation point)	<input checked="" type="checkbox"/> JT; <input type="checkbox"/> MT; <input type="checkbox"/> IT
8.	Type of installations at the place of consumption for which connection is requested	<input type="checkbox"/> storage equipment, <input type="checkbox"/> HVDC systems, <input type="checkbox"/> distribution equipment, <input checked="" type="checkbox"/> electrical receptors
9.	Specific requirements for the type of energy metering group	<input checked="" type="checkbox"/> JT; <input type="checkbox"/> MT; <input type="checkbox"/> IT
10	Specifics of the activity	<input type="checkbox"/> production, <input type="checkbox"/> trade, <input checked="" type="checkbox"/> services, <input type="checkbox"/> medical, <input type="checkbox"/> education, <input type="checkbox"/> others .....
11	Working conditions	No. shifts ..... Hourly schedule ..... - ..... No. Working days per week....7
12	Planned commissioning date of the facility	
13	Number of supply routes requested	<input checked="" type="checkbox"/> 1; <input type="checkbox"/> 2; <input type="checkbox"/> other value.....
14	Details of own sources of supply	type ..... power ..... start time ..... maximum operating period .....

Translation from Romanian

15	Maximum acceptable downtime of the technological process (hours) (to be completed where a maximum outage time shorter than that required by the performance standard for electricity distribution service is requested)	
16	Maximum simultaneous absorbed power approved for site management (kW/kVA) (only for the situation of a permanent user who has requested connection for the purpose of supplying both the site and the site management for the purpose of the site, and the connection facility for the site management uses all or part of the connection facility for the final stage)	..... / .....  Validity date .....
17	Technical opinion / connection certificate no. (only for existing place of consumption)	

	RECEIVERS	INSTALLED POWER (kW)	MAXIMUM SIMULTANEOUS ABSORBED POWER (kW)
1.	Lighting installation	0,5	0,35
2.	Heating cables	7	4,9
3.	Electric actuators valves	0,8	0,56
4.	Single-phase socket circuit	3,6	2,52
5.	Three-phase socket circuit	6,4	4,48
6.	Automation equipment	3,7	2,59
	<b>TOTAL</b>	<b>22</b>	<b>15,4</b>

**Answer of Delgaz Grid to this request:**

To be sent by post/ representative of Delgaz Grid S.A., to the applicant's home address/ registered office/ place of consumption or to the address of the authorised representative.

To be picked up personally by the applicant or by the authorised representative at the Delgaz Grid SA Customer Relations Centre.

**We enclose herewith:**

- a) a copy of the site notice, if required by the regulations, for the purpose or installation to be carried out at the place of consumption concerned;
- b) the town planning certificate issued with a view to obtaining the construction permit for the objective or for the installation to be constructed on the place of consumption in question, valid within the period of validity (copy);
- c) a scale site plan, drawn up in accordance with the legal provisions in force, showing the location of the place of consumption in the area, for new constructions or for existing constructions that are being modified, in copy. For existing constructions that are not being modified, the location sketch with coordinates showing the precise position of the place of consumption is sufficient;
- d) the approved zoning plan (PUZ) or the approved detailed urban plan (PUD), if it was requested by the urban planning certificate, in copy;
- e) copy of the identity card, copy of the certificate of registration in the commercial register or other legal operating authorisations issued by the competent authorities;
- f) the property deed or any other document proving the right of use of the land, premises and/or building constituting the place of consumption for which connection is requested, in copy. In the case of premises not owned

Translation from Romanian

by the user, the written consent of the owner is required for the installation of electrical installations and/or energy capacities;

g) the construction permit for the objective to be carried out on the place of consumption in question, valid for the period of validity, in copy, in the case where the connection of a construction site is requested for its realisation;

h) the previously obtained technical connection permit/connection certificate, in copy, when changes to an existing place of consumption are requested;

i) other documents that the applicant deems necessary to submit in support of the application.

If the applicant is represented by a proxy, an authenticated power of attorney must be presented, by which he/she is empowered:

- to take all the necessary steps to obtain the technical approval for connection to the power distribution network
  - including the submission of the connection application and the receipt of any information/supplementation from Delgaz Grid S.A.
- collecting Delgaz Grid SA's reply to the connection request.

**I declare on my own responsibility that the data are true and the documents enclosed in copy are according to the original. I undertake to comply with the provisions of Order 59/2013.**

Date	Signature and the company's stamp
18.07.2022	RESEARCH AND DESIGN DIVISION <i>Illegible signature</i>

By signing this application I acknowledge receipt of a copy of the Information Notice on the processing of personal data, which contains, inter alia, information on the purpose and basis of the processing, the duration of the processing, my rights, security measures, complaints, etc.

Applicant signature  
(on behalf of) BIHOREAN ALEXANDRU  
*Illegible signature and stamp*

**ANNEX TO THE APPLICATION FOR CONNECTION**

**1. Energy data**

**1.1. Details of receivers, their characteristics, operating mode, installed and absorbed power:**

No.	Consumer energy data		M.U.	Existing situation <sup>1)</sup>	Power required per year					Final situation	OBS		
					2022	2023	2024	2025	2026				
1.	Total installed power		0,022	MW		0,022	0,022	0,022	0,022	0,022			
2.	Maximum power simultaneously absorbed		0,015	MW		0,015	0,015	0,015	0,015	0,015			
3.	Power absorbed during peak load hours			MW									
4.	Power absorbed per shift (% of Pmax)		Shift 1	%									
			Shift 2	%									
			Shift 3	%									
5.	Power of shock mode receivers <sup>2)</sup>		P <sub>inst</sub>	MW									
			P <sub>abs</sub>	MW									
6.	Shock duration			seconds									
7.	Shock frequency			shocks/min									
8.	Maximum shock amplitude			A									
9.	Power of receivers with deforming regime <sup>2)</sup>		P <sub>inst</sub>	MW									
			P <sub>abs</sub>	MW									
10.	Power of receivers with non-symmetrical regime		P <sub>inst</sub>	MW									
			P <sub>abs</sub>	MW									
11.	Installed and absorbed power at electricity use voltages	U <sub>1</sub> =...kV	P <sub>inst</sub>	MW									
			P <sub>abs</sub>	MW									
		U <sub>2</sub> =...kV	P <sub>inst</sub>	MW									
			P <sub>abs</sub>	MW									
		U <sub>3</sub> =...kV	P <sub>inst</sub>	MW									
			P <sub>abs</sub>	MW									
12.	Own CET		P <sub>inst</sub>	MW									
			W <sub>anuala</sub>	MWh									

<sup>1)</sup> Data from existing supply contract; <sup>2)</sup> The characteristics of the phenomenon will be indicated separately

**1.2. Typical load curves for the existing and final consumer in case of consumers with a maximum simultaneous power absorption of more than 1 MW in the final situation.**

**1.3. If there are other users, the energy situation shall be presented in total and split for the consumer and for each of these other users.**

Details on other users connected to the grid

	SUB-CONSUMER	INSTALLED POWER (kW)	MAXIMUM SIMULTANEOUS ABSORBED POWER (kW)
1.			
2.			

Translation from Romanian

2. **Other data** on consumer, its activity, energy elements of the installations and receivers, operating conditions, etc., which are considered necessary for the definition and characterization of the consumption location and which allow a complete analysis in terms of energy:

.....  
.....

Applicant signature  
(on behalf of) BIHOREAN ALEXANDRU  
*Illegible signature and stamp*

Translation from Romanian

**Letterhead DELGAZ GRID**

*Delgaz Grid SA, Bd. Pandurilor 42. et 4,540554 Târgu Mures*

*Seal: SNTGN Transgaz SA Medias  
Design and Research Department APC 101  
No. 217  
November 18, 2022*

*Seal: SNTGN Transgaz SA  
No. 90071  
November 14, 2022*

To:

Ciprian Oniga, representative of  
S.N.T.G.N. TRANSGAZ SA  
6 UNIRII STREET, MEDIAS CITY  
SIBIU COUNTY  
ROMANIA

Delgaz Grid SA  
Electricity Network Operation  
and Maintenance Division  
CORE Vaslui  
Vasile babusanu

T 0727810506  
vasile.babusanu@delgazgrid.ro

**No 1004903280/20.08.2022**

Abbreviation  
DEMRE-CORE-EARE Vaslui

**Dear Sir/Madam,**

With reference to your request/enquiry No 1004903280 of 22.07.2022 we inform you that for the electricity supply of the facility: **Balteni connection and DRMS**, located at the following address: **Zapodeni village**, Vaslui county, it is necessary to extend the public distribution grid.

The extension of the public distribution grid **in Vaslui** area can be made **at the application of the Territorial Administrative Unit and/or the Users/User Group submitted by means of a proxy, and can be co-financed by applicants** in accordance with **ANRE order no. 36/2019** - "Methodology for the assessment of the financing conditions of the investments for the electrification of localities or for the expansion of electric energy distribution grids", as amended by ANRE Chairmen's **Order no. 159/02.09.2020** published in the Romanian Official Journal no. **829/09.09.2020**.

President of the Board of Directors  
Volker Raffel  
General Managers  
Cristian Secosan (general Manager)  
Mihaela Loredana Cazacu (Deputy)  
Anca Liana Evoiu (Deputy)  
Petre Stoian (Deputy)  
Headquarters: Târgu Mureş  
Sole Registration Number: 10976687  
Fiscal Attribute: RO  
J26/326/June 08, 2000  
BRD Târgu Mureş Bank  
IBAN:  
R011BRDE270SV27540412700  
Subscribed share capital 778.208.685 lei of  
which 777.168.994,25 lei paid-up

In order to start the procedure specified in the ANRE Order, the Public Authority and/or the User/User Group shall submit to the Distribution Operator **a written application** (this being a binding firm offer) for the development of the electricity distribution grid for each requested locality or area, (**public lighting** is not subject to these extensions according to the ANRE Order).

If there are multiple areas/streets within the same municipality/towns where the extension of the electricity grid is desired, please be informed that a single Feasibility Study with General Specifications will be carried out for each area/street.

Only one address/application will shall be done for the documents submitted for multiple zones/streets, and the common documents (e.g.: General Urban Plan/Zoning urban plan, agreement for TAU co-financing and agreement for the grid location on the public domain) shall be submitted only once together with the grid extension application.

If the TAU/Municipality requests the extension of the electricity network for different localities within the same municipality, then the documents will be submitted separately, and a separate FS shall be made for each locality.

**Public lighting** is not subject to these extensions according to ANRE order.

**The public authority's application shall be submitted to the concessionaire distribution operator along with the following documents, and the distance over which the network extension is to be carried out for each area must be specified:**

- a) **The general urban plan (PUG)** in force on the date of the request, for the locality where the electrification/extension of the electrical distribution grid is proposed, with the presentation of the existing urbanistic equipment and the proposals for its development, including the power grids to ensure the necessary consumption: written parts and drawn parts;

The public authority shall make a copy of the PUG available to the user/user group applying to the operator for the development of the electricity grid in order to be connected; ( pursuant to art. 1 para 13 of ANRE order 159/2020)

- b) **The zonal urban plan (PUZ)** in force at the date of the request for the development area of the administrative-territorial unit where the development of the electrical distribution grid is proposed, with the presentation of the existing



urbanistic equipment and the proposals for its development, including the power grids, to ensure consumption needs: written parts and drawn parts;

The public authority shall make a copy of the PUZ available to the user/user group applying to the operator for the development of the electricity grid in order to be connected; ( pursuant to art. 1 para 13 of ANRE order 159/2020)

The PUZ may be replaced by a similar document, approved by a decision of the local council, such **as the cadastral plan with the land subdivision of the new consumption sites endorsed by the land and real estate publicity office (OCPI)**, which must indicate the information referred to in paragraph 1. (1), including the destination of the land in the area for which the grid development is applied for, required to prepare the feasibility study (according to art. 1 point 14 of ANRE order 159/2020).

Where the application is submitted to the distribution system operator **by a user/ users group**, the information needed to prepare the feasibility study, which the applicants do not have, shall be made available to the distribution system operator at its request by the public authority.

- c) **the documents attesting the ownership** of the land on which the electrical distribution grids are to be located; (excerpt from the inventory of goods belonging to the public domain of the locality/TAU or land book excerpt for the private access way, accompanied by the notary statements necessary for the layout of the power grid on the private domain).
- d) **the mark-up reports (marking-for the studied area)** of public roads and other lands on which the electrical distribution grids will be located and/or the situation plan scale 1.\*2000 with public roads and other lands on which the electrical distribution grids will be located, **validated by the cadastre service of the public authority**. On the situation plan, **the locations of the places of consumption of the natural and legal persons users who requested the development of the network in that area** will be indicated;
- e) **building permits or town planning certificates** for construction related to future places of consumption in the area where the development of the electrical distribution grid is requested, if these have been issued; (if there are other consumers who request connection to the power grid in the studied area)

- f) **report** containing the existing degree of development and the development perspective for the studied area (2021-2022-2023), including the following information:
- i. **the number of existing consumption places**, under construction or with building permits within the validity period, specifying the locations for which building permits have already been issued, including by marking them on the drawings submitted according to the specifications in point a) ;
  - ii. **the final number of consumption sites in the area;**
  - iii. the number of users, other than domestic final customers, specifying the destination of consumption, if applicable;
  - iv. **staggering over time of the number of users** corresponding to the stages of completion of houses or constructions with other purposes;
  - v. documented data on the **total power required by stage of development of the area and the final power**, both for domestic and non-domestic consumption, if the public authority has these data.
- g) **the principle agreement of the natural and legal users**, who have applied for the grid development in that area, **to participate in the works co-financing, or the mayor's reference to the fact that the co-financing participation is made only with TAU funds;**

Users who have applied for connection to the grid in the area for which the public authority has requested the development of the electricity distribution network and have submitted the principle agreement, may provide co-financing of the works in a total share of at least 20% of the amount to be jointly allocated to the public authority and the users according to the provisions of Art. 11 para. (2).

If the application for grid development with a view to connection has been submitted to the Operator by a user/user group, the difference up to  **$I_{total}$**  **shall be carried by him/them.**

If the users do not agree on a way to establish individual quotas, the contribution of each user to the financing shall be determined by the Distribution Operator according to the consumer category, proportionally to the maximum power simultaneously absorbed by it.

**According to art 1, item 12, letter b of ANRE order no 159/2020 for the amendment of ANRE order 36/2019, the documentation must be completed with the answer of the public authority / municipality on the fact that it can / cannot participate in the co-financing of the electricity grid extension in the studied area.**

- h) **the principle agreement of the land owners** and the right of use and servitude over the land affected by the works (notary agreements) if the grids are placed on the private domain **or** the municipality statement that it agrees with the placement of the electrical grid on the public domain;
- i) **the feasibility study on the investment project** for which the Local Authority is requesting the grid extension, if available.

### **Legislative provisions:**

Taking into account the provisions above, please be ready to go through the necessary steps with DELGAZ GRID S.A. to carry out the works for the connection to the electric energy distribution grid of the objective for which the request was made and to start the drafting of the feasibility study.

After the submission of the application and the complete documentation, referred to in Art. 7 of the Methodology, DELGAZ GRID S.A. will prepare the feasibility study in order to determine the economic efficiency of the investment necessary for the electrification of the locality or for the requested extension of the distribution grid and the technical solution for the grid development will be established in accordance with the provisions of the technical rules in force, based on the data specified in the documentation attached to the request by you (technical solution, availability/loading of the transformer stations in the area, respectively of the related LV/MT power grids).

The assessment of investment works from the point of view of economic efficiency is carried out according to the provisions of Art 10 of the Methodology, by analyzing the following financial performance indicators established by the feasibility study:

- a) net updated value (VAN);
- b) investment recovery period (DRI).

We will consider economically efficient the works for which the values of the indicators resulting from the feasibility study meet the conditions:

- a)  $VAN > 0$ ;
- b)  $DRI \leq 25$  years.

**If the works required to electrify the locality/extend the electrical distribution grid are economically efficient**, according to the legal provisions, Delgaz Grid SA shall ensure the financing of the total investment,  $I_{total}$

The methodology provides in **art. 11**:

- (1) If, as a result of the analysis of the VAN and DRI economic efficiency indicators, it is found that at least one of the conditions provided for in art. 10 paragraph (3) is not fulfilled, the value of the  $I_{ef}$  investment is calculated as the maximum value of the investment for which both conditions provided for in art. 10 paragraph (3) are fulfilled
- (2) In the situation provided for in paragraph (1), the licensee distribution operator has the obligation to ensure the financing of the investment value, as follows:
  - a)  $I_{total}$  if  $I_{ef}$  is  $\geq 80\%$  of the  $I_{total}$  value of the investment;
  - b)  $I_{ef}$  if the  $I_{ef}$  falls between 50% and 80% of the  $I_{total}$  value of the investment;
  - c)  $I_{total}/2$  if  $I_{ef}$  is  $\leq 50\%$  of the  $I_{total}$  value of the investment, under the conditions of participation in the co-financing of the works with the value of the difference up to  $I_{total}$  of the public authority and/or of the user/group of users who requested the development grid for connection purposes.

After the completion of the feasibility study, DERG will send to the Public Authority and/or the User/User Group who requested the electrification of the locality or the extension of the electrical distribution grid, a notification containing:

- ✓ the results of the feasibility study, respectively the description of the technical solution, the value obtained for  $I_{total}$  and, if applicable, the  $I_{ef}$  value;
- ✓ indicative schedule for carrying out the work;
- ✓ the proposal to participate, in accordance with the provisions of the Law, in the financing of the respective works.

The specifications regarding the co-financing manner of natural or legal persons are made in Art. 7 letter g and Art. 12 of the Methodology for assessing the financing conditions of

investments for the electrification of localities or for the extension of electricity distribution grids.

Please note that an eventual refusal from your side to start the procedure for carrying out the works of development and/or extension of the electricity grids, would lead to the restriction of the right conferred by the Consumer Law, on access to the electricity distribution grid and to public utilities in general, with negative consequences on the beneficiaries, who in such a situation would make you directly responsible.

We assure you of our full consideration and availability for a better cooperation. Please do not hesitate to contact us for further information

Coordinator of the Vaslui Electricity Grid  
Access Team,  
Constantin ROTARIU  
*Seal: DELGAZ GRID*  
*Illegible signature*

Connection Management  
Vasile Babusanu  
*Illegible signature*



NO.DMEAS57205/02.08.2023

To,

**SC DELGAZ GRID S.A.**

**Târgu Mureș, str.Pandurilor, nr.42, cod 540554**

Attn: Mr. Ciprian Tataru

E-mail: [ciprian.tataru@delgaz-grid.ro](mailto:ciprian.tataru@delgaz-grid.ro)

Ref: Power supply SRMP Balteni

In response to the notification DELGAZ GRID SA with no. 40470/06.07.2023 registered in SNTGN TRANSGAZ SA with no.52386/14.07.2023, regarding the request of SNTGN TRANSGAZ SA for the supply of electricity to MRS B LTENI, Vaslui county, we confirm the estimated co-financing share, amounting to 113.726,94 lei excluding VAT, with which SNTGN TRANSGAZ SA is required to participate in the financing of the works for the electricity supply of this objective, in accordance with ANRE Order no. 36/2019, subsequently amended by ANRE Order no. 159/02.09.2020 - "Methodology for the assessment of financing conditions for investments for the electrification of localities or for the extension of electricity distribution networks".

in accordance with the specification in Notification No 40470/06.07.2023 concerning the indicative timetable for carrying out the works - stage I - we request that the Joint Venture Contract and the Co-financing Contract between DELGAZ GRID SA and SNTGN TRANSGAZ SA be submitted as soon as possible for signature.

Yours sincerely,

**DIRECTOR GENERAL**

**STERIAN ION**

*illegible signature and stamp*



S.N.T.G.N. TRANSGAZ S.A.		
INTRARE	Nr.	52386
IEȘIRE		
Ziua 15	Luna 07	Anul 2023

S.N.T.G.N. TRANSGAZ S.A. MEDIAȘ		
DEPARTAMENTUL PROIECTARE ȘI		
CERCETARE		
INTRARE Nr.		1629
Anul 2023	Luna 07	Ziua 14

Delgaz Grid SA, Bd. Pandurilor 42, et. 4, 540554 Târgu Mureș

To,

**SNTGN TRANSGAZ S.A.**

Mun. Mediaș, str. Unirii, nr. 6,

jud. Sibiu

[anita.vlas@transgaz.ro](mailto:anita.vlas@transgaz.ro),

[claudia.schmidt@transgaz.ro](mailto:claudia.schmidt@transgaz.ro)

Ref.: Extension of the electricity network in order to connect the gas pressure regulating and metering station (MRS) Balteni, Zăpodeni commune, Vaslui county

No 40470/06.07.2023

Dear Sir,

Further to your request for the extension of the electricity network to supply electricity to the Balteni gas pressure regulating and metering station (MRS), Zăpodeni commune, Vaslui county, we inform you that the Feasibility Study and the economic efficiency indicators have been approved by the Approval Commission (CTE) of SC Delgaz Grid SA (DEGR).

In accordance with the provisions of art. 13 of ANRE Order no. 36/2019 - "Methodology for the assessment of financing conditions of investments for the electrification of localities or for the extension of electricity distribution networks" subsequently amended by ANRE Order no. 159/02.09.2020 published in the Official Gazette of Romania no. 829/09.09.2020, we are sending you the description of the technical solution, established in accordance with the provisions of Article 9, and the necessary costs, as follows:

a) The technical solution approved in the CTE Commission - of SC Delgaz Grid SA (DEGR) validated with the CTE opinion dated 06.07.2023 from FS no. 62/2023 drawn up by SC Proing Serv SRL and consists of:

- Works for the extension of the electricity network:

- LEA 20 kV with electric conductors OIAI 70/8 mmp -360m
- PTA 20/0,4 kV 50kVA -1 pcs.

b) The total estimated costs for the above mentioned extension works are **227453,87 lei without VAT.**

**Delgaz Grid SA**

Electricity Investment  
Management Department

Electricity Grid Connection  
Unit **Tataru Ciprian**

T +40-730 039 204

[ciprian.tataru@delgaz-grid.ro](mailto:ciprian.tataru@delgaz-grid.ro)

Abbreviation: DEGR-DMIE-SRRE

Chairman of the BOD

Volker Raffel

Director General

Cristian Secosan DG

Mihaela Loredana Cazacu  
(deputy)

Anca Liana Evoiu (deputy) ifrim  
Cristian Nicolae (deputy)

Headquarters: Târgu Mureș

CUI: 10976687

Tax attribute: RO

126/326/08.06.2000

Bank BRD Târgu Mureș

IBAN:

RO11BRDE270SV27540412700

Subscribed and Paid-up Share

Capital: 773.257.777,5 RON



c) Total estimated value of extension works,  $I_{tot}$  = 227453,87 lei without VAT

d) Value  $I_{cf}$  = 25905,19 lei, for which  $DRI \leq 25$  years and  $VAN > 0$ ;

e) Amount of co-financing borne by DEGR is of  $I_{DEGR} = 113726,94$  lei without VAT, because  $I_{cf} = 1,39\% I_{tot}$  (  $I_{cf} < 50\% I_{total}$ ).

The estimated value supported by DEGR is 113726,94 lei without VAT.

The final value of the works will be established following the public procurement procedure organised by DEGR in accordance with the provisions of Article 17 (2), after which it will be possible to establish the works corresponding to the values of the respective  $I_{cf}$  and  $I_{total} - I_{cf}$ .

The indicative amount with which SNTGN TRANSGAZ S.A. is required to participate in the financing of the works is 113726,94 lei without VAT.

In accordance with the provisions of art.11(2) of ANRE Order no. 36/2019 - "Methodology for the assessment of financing conditions for investments for the electrification of localities or for the extension of electricity distribution networks" subsequently amended by ANRE Order no. 159/02.09.2020 financing by DEGR with the  $I_{cf}$  value is conditional on your acceptance of the financing of the above mentioned value.

In this regard, please send us your acceptance by a confirmation letter. Failure by DEGR to receive confirmation from SNTGN TRANSGAZ S.A. within 60 days is tantamount to non-acceptance of the proposal for participation in the financing and will result in DEGR's closing the application for extension and recovery from the City of the costs incurred for the preparation of the SF, in accordance with the provisions of art. 17(1),(2),(4) and (5) of the Methodology approved by Ord. ANRE no. 36/2019 subsequently amended by Ord. no. 159/2020.



Indicative timetable for the works:

- stage I: conclusion of the Association/Co-financing contract between DEGR and SNTGN TRANSGAZ S.A.;
- Phase II: procurement of works in accordance with public procurement regulations;
- Phase II: drafting of the PTh+CS, DTAC, obtaining the building permit and execution of the works - scheduled for 2024 provided that the co-financing contracts are signed by the end of 2023.

According to Article 22 of the Methodology, you have the possibility to opt for the design and execution of the works with a specific certified economic operator, in compliance with the legal provisions in force, if its offer is more economically advantageous than that of the distribution operator.

If you choose this option, please send us the contract concluded by you with the certified economic operator for the design and execution of the electricity distribution installation. In this case a co-financing contract will be concluded between **DEGR and SNTGN TRANSGAZ S.A.**

According to Article 13(c), on completion of the works, the joint committee established in the financing contract will determine the share of ownership of the fixed assets according to the contributions to the financing, established in accordance with the memorandum containing the development perspective, in relation to the total value of the works and the final adjustments will be made for the contributions of each party. We assure you of our full consideration and availability for the best possible cooperation.

**Delgaz Grid S.A.,**

Checked,

Head of Electricity Connection  
Unit **Patricia Constantin**

Carmen Patricia  
Constantin

Drafted,

Electricity Grid  
Connection Specialist

**Tatarn Ciprian**

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## Translation from Romanian

*The letterhead of SNTGN Transgaz S.A.*

ENERGY MANAGEMENT, AUTOMATION AND SCADA DEPARTMENT

ENERGY UNIT

ELECTRICAL INSTALLATION OFFICE

No. 64396/01.09.2023

(replaces RN no.S8953/09.08.2023)

APPROVED  
ION STERIAN  
DIRECTOR GENERAL  
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### NECESSITY REPORT

on the start of the procurement of works for the connection to the public electricity supply network of the SRMP BĂLTENI / ET BRĂILA, in accordance with ANRE Order no. 36/2019f subsequently amended by ANRE Order no. 59/02.09.2020 - "Methodology for assessing the conditions for financing investments for the electrification of localities or for the extension of electricity distribution networks".

#### 1. Object of procurement:

Electricity supply works according to ANRE Order no.36/2019, subsequently amended by ANRE Order no. 59/02.09.2020 - "Methodology for the assessment of financing conditions for investments for the electrification of localities or for the extension of electricity distribution networks".

#### 2. Category - works

The connection contracts are concluded with the concessionaire distributor, whose activity has the nature of a natural monopoly, and the framework for carrying out the connection stages is regulated by the Electricity and Natural Gas Law 123/2012, ANRE's Presidential Order no. 59/2013 for the approval of the Regulation on connection of users to the electricity networks of public interest, Order of the President of ANRE

102/2015 for the approval of the Regulation on the establishment of solutions for the connection of users to electricity networks of public interest, ANRE Order no.53/2021, subsequently amended by ANRE Order no.80/2023 - "Methodology for the assessment of financing conditions for investments for the electrification of localities or for the extension of electricity distribution networks".

### **3. Allocated funds**

PMDI 2023, Annex 17, Access works to NTS, Pos.4, Connection and SRMP Balteni

PROJECT CODE TG\_RCD\_10023

### **4. Description and justification of the need for works**

MRS B LTENI is a new location, located in an area with privately owned agricultural land. In order to supply electricity to this objective, the request for issuing the Technical Connection Notice no. DPC58085/21.07.2022 was submitted and registered with DELGAZ GRID SA under no.1004903280/20.08.2022.

DELGAZ GRID SA communicates by address registered with SNTGN TRANSGAZ SA with no.90071/14.11.2022 that for the supply of electricity to this objective it is necessary to extend the existing distribution network, which is why the connection procedure can be carried out in accordance with ANRE Order no.36/2019, subsequently amended by ANRE Order no.159/02.09.2020 - "Methodology for assessing the conditions for financing investments for the electrification of localities or for the extension of electricity distribution networks".

By Notification no. 40470/06.07.2023, we were informed that following the feasibility study endorsed in the DELGAZ GRID endorsement commission validated with the GTE opinion dated 06.07.2023 in SF no. 62/2023, in accordance with ANRE Order no. 36/2019 it resulted that SNTGN TRANSGAZ SA should participate with a co-financing share of 113,726.94 lei excluding VAT (50% of the total value of the works 227,453.87 lei excluding VAT), based on a Joint Venture Contract respectively a Co-financing Contract, concluded between DELGAZ GRID SA and SNTGN TRANSGAZ SA.

### **5. Estimated value of works to be purchased**

The estimated value of the works to be procured results from the Notification of Feasibility Study No 40470/06.07.2023, prepared by DELGAZ GRID SA.

The estimated co-financing rate with which SNTGN TRANSGAZ SA is required to participate in the financing of the works is: RON 113 726,94 excluding VAT.

Following the public procurement procedure, the final amount with which SNTGN Transgaz will co-finance the works will be determined.

### **6. Contract award criteria**

by ANRE Order no.159/02.09.2020 - "Methodology for assessing the conditions for financing investments for the electrification of localities or for the extension of electricity distribution networks".

## **7. Proposed minimum qualification requirements**

This is not the case, given the nature of the natural monopoly attributed under the laws in force to the concessionaire distributor, connection contracts can only be concluded with the latter, in compliance with the legal framework..

## **8. Period of validity of the contract and time-limit for completion of the works According to the Co-financing Contract and the Joint Venture Contract concluded between DELGAZ GRID SA and SNTGN TRANSGAZ SA .**

We attach hereto:

- Request for issuing Technical Approval for Connection no. DPC58085/21.07.2022
- DELGAZ GRID SA address no.1004903280/20.08.2022 registered in TRANSGAZ under no.90071/14.11.2022
- Notification No 40470/06.07.2023 sent by DELGAZ GRID SA;
- Draft of the Joint Venture Contract and the Co-financing Contract drawn up by DELGAZ GRID SA.

DEPUTY DIRECTOR GENERAL

SIMIONESCU ALEXANDRU ADRIAN

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LUPEAN MARIUS

D.M.E.A.S. DIRECTOR

*illegible signature*

MOLDOVAN SEBASTIAI

HEAD OF ENERGETIC UNIT

*illegible signature*

BUCERZAN MIRCEA

HEAD OF ELECTRICAL INSTALLATION DESK

IONITA *illegible signature*

Drafted

MARMANDIU CRISTIAN-Electrical Installations Desk Engineer

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Translation from Romanian

*The letterhead of SNTGN Transgaz S.A.*

STRATEGY AND CORPORATE MANAGEMENT DIVISION  
BUDGET STRATEGY UNIT

REPORT no. 6487 dated 09.08.2023  
-updated as at 05.09.2023-

Program name	2023 Investment Development Programme		
Position in approved programme		Position	
Position in MAIS program	<i>Appendix 17 – NTS access works</i>		Position <b>B.4</b>
Amount budgeted for 2023 (lei)	0,00		
Amount budgeted fo 2024 (lei)	1.979.544,00		
<i>Report amount (lei)</i>	<b>113.726,94</b>		
remaining budget 2023 + 2024 (lei)	1.865.817,06		
Contract Scope	<i>Necessity report by DMEAS no. 64396/01.09.2023 on the start of the procurement for the works of connection to the public electricity supply network of DRMS B LTENI / BR ILA Regional Office, in accordance with ANRE Order no.36/2019, subsequently amended by ANRE Order no.159/02.09.2020 - "Methodology for the assessment of financing conditions for investments aimed at the electrification of localities or the extension of electricity distribution networks".</i>		
Comments	<i>Necessity report DMEAS no. 58953/09.08.2023</i>		

**Note:** The given amounts are VAT excluded.

BUDGET STRATEGY UNIT  
DIRECTOR OANA NICUSLESCU