



HELLENIC REPUBLIC  
MINISTRY OF DEVELOPMENT  
DIRECTORATE GENERAL OF ENERGY  
RENEWABLE ENERGY SOURCES &  
ENERGY SAVING DIRECTORATE  
SECTION A'

Athens, 6 February 2002  
Ref. No. D6/F1/2000

## DECISION

**Procedures for the issue of installation and operating permit of power generation plants using renewable energy sources and large-scale hydroelectric plants, as well as forms of electric power purchase contracts**

### THE MINISTER OF DEVELOPMENT

Having considered:

- a) Law 2244/1994 "*Regulation of issues pertinent to the generation of electrical energy from renewable energy sources and fossil fuels and other provisions*" (Official Gazette A 168) and especially article 5 par. 1 thereof,
- b) Law 2647/1998 "*Transfer of competencies to the Regions and local authorities and other provisions*" (Official Gazette A 237), and especially the provisions of article 1 par. 1B case 1,
- c) Law 2773/1999 "*Liberalization of the Electricity market – regulation of energy policy issues and other provisions*" (Official Gazette A 286),
- d) Law 1558/1985 "*Government and Government Bodies*" (Official Gazette A 137) as currently in force, in combination with Presidential Decree 381/1989 "*Internal rules of the Ministry of Industry, Energy and Technology*" (Official Gazette A 168) and Presidential Decree 27/1996 "*Merging of the Ministries of Tourism, Industry, Energy, and Technology, and Commerce into the Ministry of Development*" (Official Gazette A 19),
- e) the need for keeping pace of the rules established by Law 2244/1994 in the field of issue of installation and operating permits of electric power generation plants using renewable energy sources in the country with the regime introduced by law 2773/1999, as well as
- f) the fact that the application of this decision does not incur any financial charge on the Greek State,

has decided as follows:

### CHAPTER A GENERAL PROVISIONS

#### Article 1 Scope of application

1. The regulations laid down in this decision are applicable to the issue, extension, modification or renewal of installation permits, extension permits being also included herein, as well as operating permits of power generation plants using renewable energy sources as they are defined in article 2 of Law 2773/1999, as well hydroelectric plants with an installed capacity in excess of 10 MW<sub>e</sub>.

2. The regulations included herein are not applicable to the issue of operating permits of plants of the previous paragraph falling covered by the unified generation authorization and the provisional unified operating permit issued on the basis of article 42 par.1 of Law 2773/1999 as amended by article 8 par. 5 of Law 2941/2001 (Official Gazette A 201).

## **Article 2**

### **Definitions**

1. Without prejudice to the provisions of article 2 of law 2773/1999, small-scale hydroelectric plants are termed those with an installed capacity less than, or equal to 10 MW<sub>e</sub>, and large-scale hydroelectric plants are termed those with an installed capacity in excess of that limit.
2. The Authority in charge of issuing the installation or extension permits and the operating permits of plants using renewable energy sources is the Region having jurisdiction thereto according to the rules put forth in article 1 par. 1B clause 1 of Law 2647/1998. Authority having jurisdiction over the issuing of installation or extension permits and operating permits of large-scale hydroelectric plants is the Ministry of Development.

## **CHAPTER B**

### **FORMALITIES NECESSARY FOR THE ISSUE OF INSTALLATION OR EXTENSION PERMITS**

#### **Article 3**

##### **Submission of application and supporting documents**

1. For the issue of the installation or extension permit the applicant should file an application with the Authority having jurisdiction thereto according to the relevant form included in the schedule attached hereto.
2. Requirement for filing in an application for the issue of an installation or extension permit is the holding of a valid electricity generation authorization.
3. The application should indispensably be accompanied by the supporting documents of article 4 clause a), as well as of article 5 clause a) hereof in case the plant is connected to the System or Network and of clause b) of the same article in case a siting preliminary approval is necessary.  
In case of plants falling into the category AII' of projects and activities of the joint ministerial decision 69269/1990 (Official Gazette B 678) as amended by the joint ministerial decision 30557/1996 (Official Gazette B 136) and are exempted from the obligation of being granted a siting preliminary approval or are included in the category B' of projects and activities of the above decisions, the supporting documents of article 5 clause c) or d), as the case may be, are submitted along with the initial application.
4. All supporting documents of articles 4 and 5 hereof are submitted to the licensing authority.
5. The number of copies of the data to be submitted is determined on a case by case basis in article 6 hereof.
6. By the consideration of the initially submitted data and prior to its dispatching to the competent Services according to article 7 and 8 hereof, the Authority having jurisdiction over licensing checks the completeness thereof, as well as whether they are identical with the data upon which the issue of the relevant power generation authorization was based. The identification checking covers primarily the data referring to the installation site of the plant according to the topographic map of article 4 subclause a), the nominal electric installed capacity of the plant, the eventual provision of autoproduction, as well as the name of the applicant. In case of failing identification, the application is not given further consideration.

## Article 4

### General supporting documents

Supporting documents to be submitted for the issue of installation or extension permit in all categories of plants are the following:

- a) A concise design-description of the works accompanied by a topographic map at a 1:5.000 scale with accurate indication of the plant site. These data shall have been viewed by the Regulatory Authority for Energy [*RAE, greek abbrev.: RAE*] and should be identical with the data upon which the issue of the relevant generation authorization was based.
- b) A legal certificate proving exclusive use of the installation lot or site of the plant by virtue of real or contractual rights or like:
  - i) Ownership or usufructuary right.
  - ii) Lessee's right in the form of a notarial deed lawfully registered with the competent mortgage registry according to articles 618 and 1208 of the Civil Code, or lessee's right under a leasing contract.
  - iii) Decision establishing the right of the applicant for intermeddling with forest expanses according to the relevant provisions of article 58 par. 2 of law 998/1979 (Official Gazette A 298) as amended by the provisions of article thirteen of Law 1822/1988 (Official Gazette A 272) and article 2 of Law 2941/2001 in case of plant installation in public forest expanses not termed as the most barren and therefore not falling under the provisions of article 13 par. 2Ac of Law 1734/1987 (Official Gazette A 189).
  - iv) A joint decision of the Ministers of Development and Agriculture for the concession of a public area according to the provisions of article 2 par. 5 of Law 2641/2001 and Legislative Decree 221/1974 (Official Gazette A 368) for installation of plants in the most barren public forest areas falling under the provisions of article 13 par. 2Ac of Law 1734/1987.
- c) An authenticated copy of any individual approval or rejection of an application submitted for a granting of a permit issued by a public authority according to the laws in force in case such a document is not officially communicated to the licensing Authority. In that case, those interested should promptly submit that copy to the licensing Authority.
- d) A solemn declaration of the plant's owner stating the assignment of the plant's design [to a design professional].
- e) A solemn declaration of the design professional stating that he has been undertaken the preparation of the plant's design.
- f) The following supporting documents evidencing payment of taxes, deductions, dues, etc to be submitted after the completion of the application file with all other necessary supporting documents provided for in article 5 and 6 hereof, as well as the decision approving the environmental impact assessment study:
  - i) Deduction 1‰ of the works budget in favor of the Engineers and Public Works Contractors Pension Fund [*greek abbrev.: TSMEDE*] and 0,5‰ in favor of the National Technical University of Athens [*NTUA, greek abbrev.: EMP*] according to the provisions of Law 2326/1940 (Official Gazette A 145) with an upper limit of the above amounts €2.93 and €1.47 respectively, according to the provisions of article single of Law 1889/1951 (Official Gazette A 211) and the rules applicable to the conversion of GRD into EUR and rounding thereof.

- ii) Deduction 2% from the design fee in favor of TSMEDE and 1% in favor of EMP according to the provisions of article 11 of Law 915/1979 (Official Gazette A 103) without any upper limit to the amount.
- iii) Payment of 10% of the design professional's fee and especially in the case of the design of hydraulic works and surveying jobs 10% to the competent Revenue Office [*greek abbrev.: DOY*] as partial advance payment of the income tax according to article 52 of Law 2238/1994 (Official Gazette A 151).
- iv) Deposit voucher with the National Bank of Greece [*NBG, greek abbrev.: ETE*] of the design fee in the name of the design professional.
- v) Stamp duty 2‰ on the design professional's fee deposited with the competent DOY instead of affixing adhesive stamps on drawings, cost estimates, designs and the copies thereof, if any, according to article 25 of Law 2873/2000 (Official Gazette A 151).
- vi) Deposit of €27.88 in total in favor of the State (account No. 1459) for the electrical and mechanical installation in the name of the plant owner issued by the competent DOY according to article 2 of Legislative Decree 1150/1949 (Official Gazette A 249), article single of Law 1889/1951, joint ministerial decision 13959/22.2.1952 and the valid rules of conversion of GRD into EUR and rounding thereof.

The vouchers provided in the cases ii), iii) and iv) of this clause f) are not required if the design professional acts in the capacity of a depended employment by the applicant. In that case a legal proof of the dependent employment should be provided.

## **Article 5**

### **Special supporting documents**

In addition to the supporting documents provided for in article 4 hereof the following special supporting documents are required as the case may be.

- a) In case of a plant connected to the System or Network, at least the following documents which are necessary for preparing the plant's connection offer:
  - i) A topographic map prepared on the background of the Army Geographical Service [*greek abbrev.: GYS*] at a 1:50.000 scale with clear indication of the plant site.
  - ii) Physical plan at a 1:200 or 1:500 scale of the proposed facilities with indication of the generation units, connection/voltage stepping-up substations and control buildings.
  - iii) One-line electrical diagram showing in detail the main parts of the plant equipment and especially the generation units (wherein every unit shall be identified using discrete numbering), voltage stepping-up transformers, power factor correction arrangements and disconnection and protection means.
  - iv) Description of central power-factor correction arrangements of the plant, if they exist, as well as of their control system.
  - v) Description of the protection arrangements, including of possible or those recommended by the manufacturer regulations for any kind of applied generators.
  - vi) Description of the starting/synchronization arrangement of any kind of generator. The description shall include the starting/synchronization mode, the specific values for the time duration and speed of revolution by the connection, as well as the voltage and frequency deviation limits controlled by the synchronization arrangement. In case the supervision and control system of the units and the plant restricts the frequency of controls or/and the stated in point 7.1 of the schedule hereto number of units which start simultaneously, then more detailed data should be provided.

- vii) Description of power factor compensation for any kind of generator provided with individual power factor compensation means, as well as information data for central compensation arrangements, if any, covering the overall plant.
- viii) With reference to wind farms, a measurement certificate of the power quality features issued by the Centre of Renewable Energy Sources [CRES, greek abbrev.: KAPE] or a certificate issued by a foreign body acknowledged by the relevant country's competent authorities and acceptable by CRES. That certificate shall preferably issued according to the standard IEC 61400-21 or another of similar scope.
- ix) With reference to plants using power converters, a measurement certificate of the maximum anticipated amplitude of the output harmonics issued by a acknowledged certification body, as well as a description of the harmonics filters, if any. The measurement mode of harmonics should conform to the standard IEC 61000-4-7.
- b) With reference to examination in view of issuing a siting preliminary approval regarding plants of category AII' of works and activities provided for in the joint ministerial decision 69269/1990 (Official Gazette B 678) as amended by the joint ministerial decision 30557/1996 (Official Gazette B 136) and not falling into the exemption of second clause of par. 2 of article 8 hereof, the file of the study being the basis of the siting preliminary approval and whose scope meets the provisions in force from time to time.
- c) With reference to the examination in view of issuing an environmental impact assessment study approval of a plant falling under the category AII' of works and activities, the file of the environmental study meeting the provisions in force from time to time.
- d) With reference to the examination in view of issuing an environmental impact assessment study approval of plant falling under the category AII' of works and activities, the file of the environmental study meeting the provisions in force from time to time.
- e) Especially, for wind parks, an approval certificate of the specific type of wind turbine issued by CRES after a testing of the wind turbine or a certificate issued by a foreign body acknowledged by the relevant country's competent authorities and accepted by CRES.
- f) With respect to hydroelectric plants according to Law 1739/1987 (Official Gazette A 201), the water use permit in any case, whereas in the case the applicant is a legal entity not included in the broader public sector, the municipal water supply and sewerage enterprises being included, or a natural person, also the water-resources utilization works permit.

According to article 6 par. 1 of Presidential Decree 256/1989 (Official Gazette A 121) and article 6 par. 1 of the joint ministerial decision 5813/1989 (Official Gazette B 383) the licensing Authority may issue a unified permit of water use and water-resources utilization works or incorporate that permit in the installation permit.

## **Article 6**

### **Number of copies and stamping**

1. For the purpose of making easier the checking by the jointly competent authorities, any section of data making up the supporting documents of article 5 clauses a), b), c) and d) should be included in a separate file.

2. The file containing the data upon which the siting preliminary approval was granted as provided for in article 5 clause b) hereof should be submitted in seven (7) copies, the file containing the data upon which the environmental impact assessment study was approved as provided for in subparagraph d) hereof in eight (8) copies and the environmental study provided for in clause d) in six (6) copies. In case the authorities having jurisdiction over environmental licensing ask for extra copies of the above studies, they are sought and submitted through direct communication between these authorities and the applicants.
3. The supporting documents of the rest subparagraphs 4 and 5 are submitted in one copy.
4. According to article 25 of Law 2873/2000 (Official Gazette A 285) in lieu of affixing an adhesive stamp on the drawings, cost estimates, engineering reports, as well as their copies, a stamp due 2‰ is imposed with a minimum amount of €2.93 calculated on the design fee and paid to the relevant DOY.
5. The supporting documents shall be provided with TSMEDE adhesive stamps wherever so required according to the provisions in force.
6. The data to be submitted should be signed by design professionals of the proper specialties as provided for in the laws in force.

### **Article 7**

#### **Formulation of connection terms to the System or a Network**

1. In case of connection of a generation plant to the country's System or a Network with the exception of the Networks of the islands which are not connected to the mainland system, the licensing authority within ten (10) working days as from their submission sends a copy of the application for issuing an installation or extension permit along with the file of the data provided for in clause a) of article 5 hereof to the Hellenic Transmission System Operator S.A. (System Operator) [*HTSO SA, greek abbrev.: DESMIE AE*], which within the time set in article 22 par. 4 of the System Operation Code (Official Gazette B 654/2001) from taking delivery of it establishes the mode, extent, terms and preconditions for the connection of the plant according to the rules laid down in that Code.

In case the connection to the System is implemented through the Network, the System Operator promptly sends the above data to the Public Power Corporation S.A. [*PPC S.A., greek abbrev.: DEI AE*], which in its capacity as Network Operator, establishes the mode, terms and presuppositions for the connection of the plant to the Network on the basis of the Network Operation Code and forwards the relevant reply to the System Operator the soonest possible.

2. In case of connection of a plant to the Network of islands which are not connected to the mainland system, the licensing authority sends to PPC S.A., acting in its capacity as Network Operator, within ten (10) working days as from its submission, a copy of the application for the issue of an installation or extension permit along with the file containing the data provided for in clause a) of article 5 hereof. On the basis of that design PPC S.A. establishes within the time put forth in the Network Operation Code from the date of taking delivery the mode, extent, terms and preconditions according to which the plant shall be connected to the Network and thereupon PPC S.A. following RAE's approval shall absorb the energy produced in the plant according to the rules laid down in the said Code.
3. The connection offer which includes the least requirements the connection facilities should meet on any occasion should finally be submitted to the licensing authority by the System Operator in case the plant has to be connected to the System or Network of the country's

mainland part and the connected thereto islands or PPC S.A. in case the plant has to be connected to the Network of the islands which are not connected to the mainland system , and is notified to the applicant and RAE.

4. Any necessary extra communication between the applicant and the System or Network Operator is carried out directly between them. The requesting producer and the System or Network Operator are under obligation to notify simultaneously the licensing Authority and RAE the data of that communication along with the accompanying data, if any.

## **Article 8 Environmental licensing procedure**

1. With reference to the issue of a siting preliminary approval regarding plants of category AII' the licensing Authority forwards the siting preliminary study provided for in article 5 subparagraph b) in six (6) copies to the competent Service, as the case may be, within ten (10) days as from their submission date.

Plants of category AII' installed in zones earmarked for productive activities as provided for in article 24 of Law 1650/1986 (Official Gazette A 160), for which it is foreseen the siting in Industrial and Business Estates [*greek abbrev.: VEPE*] are exempted from the obligation of getting a siting preliminary approval according to Law 2545/1997 (Official Gazette A 254).

2. With reference to the issue of an environmental impact assessment study approval regarding plants of the category AII' the licensing authority forwards the environmental impact assessment study as provided for in article 5 subparagraph c) in seven (7) copies to the competent authority, as the case may be, within ten (10) days from their submission date.
3. With reference to the issue of the environmental impact assessment study approval regarding plants of the category B which are exempted from the obligation of being granted a siting preliminary approval according to article 4 par. 6 of Law 1650/1986 the licensing Authority forwards the environmental study file as provided for in article 5 clause d) in five (5) copies to the competent Service, as the case may be, within ten (10) days as from their submission date.
4. The number of the environmental licensing supporting documents is referred to in article 6 par. 2 hereof.

## **Article 9 Issue of installation or extension permit**

The licensing Authority issues the installation or extension permit within fifteen (15) working days as from the date the file has been completed by taking delivery of the last of the supporting documents of articles 4 and 5 hereof, the plant connection offer to the System or Network, and the environmental impact assessment study approval.

## **CHAPTER C INSTALLATION OR EXTENSION PERMIT TERMS**

### **Article 10 General terms**

1. The installation or extension of plants is subject to the terms, preconditions and restrictions laid down in the generation authorization.
2. During the performance of the installation works, the permit holder should strictly observe the terms and restrictions laid down in the siting preliminary approval and the environmental impact assessment approval.

3. Additional terms and restrictions may be included in the installation or extension permits or their future revision there with regard to:
  - a) the safety of life and health of the working people and the protection of the environment,
  - b) safeguarding the technical perfection of the construction of the plant,
  - c) the safety of the facilities.
4. **The System or Network Owner, as the case may be, shall install at producer's cost a suitable metering equipment along with the required transmission equipment. The producer is under obligation to provide at no cost a telephone line for the transmission of the metering readings to the System Operator. In addition thereto auto-producers are under obligation to install, at the terminals of each power generating unit of their installation, metering equipment along with the appropriate required transmission equipment.**<sup>1</sup>
5. Without prejudice to the provisions of article 2 par. 7 of Law 2941/2001, the holder of the relevant permit is obliged to get a building permit or another relevant permission from the competent town planning Service prior to commencing any building works.
6. **In case the plant has to be connected to the System or to the Network, the holder of the installation or extension permit, after its issue, should proceed promptly with entering into agreement with the System Operator, in case the plant is directly connected to the System, or with the Network Operator, in case the plant is connected to the Network or through it to the System.**<sup>2</sup>
7. By the completion of the installation works the holder of an installation or extension permit should submit promptly to the licensing authority the application and the required supporting documents in order to be granted the operating permit.
8. In the case of wind farms the safety distances of the wind turbines provided for in article 12 hereof should be observed. After the issue of the joint decision of the Ministers of Development and Environment, Physical Planning and Public Works provided for in article 2 par. 7 of Law 2941/2001 there should exclusively be observed the safety distances laid down therein.
9. The holder of a wind farm installation or extension permit should take any necessary measure according to Law 2260/1952 (Official Gazette A 285) and the Royal Decree of 9.4.1955 "*Ratification of the Technical Regulation re: "Suppression of industrial interference" and enforcement of article 3 par. 4 of Law 2260/1952*" (Official Gazette A 161).
10. With reference to the installation of hydroelectric plants applicable are in addition thereto the special terms and restrictions put forth in the water use permits and the water resources development scheme permits according to Presidential Decree 256/1989 (Official Gazette A 121) and the joint ministerial decision 5813/1989 (Official Gazette B 383).
11. With reference to the installation of plants for the utilization of geothermal energy applicable are in addition thereto the special terms and restrictions put forth in the relevant permit establishing the exploitation right of the geothermal potential according to the combined relevant provisions of Legislative Decree 210/1973 (Official Gazette A 277), article 2 par. 3 and article 3 of Law 1475/1984 (Official Gazette A 131), article 8 of Law 2244/1994 and article 1 par. 1B clause 5 of Law 2647/1998.

<sup>1</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

<sup>2</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)



12. The holder of the said permit should observe any other legally imposed rule pertinent to his activity.
13. With respect to the assessment of any breach of the law and the procedure of imposing sanctions in case of non observance of the terms laid down in the installation or extension permit by its holder, applicable are the combined provisions of article 1 par. 1A case 4 of Law 2647/1998 and ministerial decision 13129/1996 (Official Gazette B 766).

### **Article 11**

#### **Validity time of installation and extension permits and progress monitoring of works**

1. The validity of installation and extension permits of power generation plants using renewable energy sources is fixed at two (2) years.
2. With reference to large-scale hydroelectric plants with an installed capacity up to 100 MW<sub>e</sub>, the validity time of the installation or extension permits lasts five (5) years and for hydroelectric plants with a greater installed capacity seven (7) years.
3. The time extension of installation and extension permits of plants using renewable energy sources cannot be more than one (1) year. With respect to large-scale hydroelectric plants the time extension is fixed at eighteen (18) months.
4. On any occasion, necessary presupposition for granting a time extension to installation or extension permits is the performance of at least 70% of the overall works, as that percentage is ascertained by the licensing authority possibly assisted by a CRES by paying a visit at the site carried out independently of the checking which may be made by RAE within its duties pertinent to the monitoring of the actual progress of the works against the scheduling and planning data thereof.
5. Should for whichever reason the generation authorization be revoked, the installation or extension permit shall also be revoked by virtue of an act of the licensing authority.

### **Article 12**

#### **Safety distances of wind turbines from adjacent activities**

1. The least distance of any wind turbine from the nearest wind turbine of an adjacent wind farm possessing a valid power generation authorization, or installation or extension permit, should be equal to seven-fold the diameter of the greater blade length of the wind turbines under consideration.
2. The zoning provisions in force within the boundaries of a settlement not under subdivision control should be taken into consideration. Especially, in case the installation is permitted, the least distance of the nearest moving part of a wind turbine from:
  - a) the boundaries of a adjacent lot should be at least equal to the wind turbine tower,
  - b) the ground should be at least 5 m,
  - c) any premises within the lot should be one blade radius and anyway not less than 3 m, and
  - d) a provincial road or a higher class highway or a public area should be at least equal to the wind turbine tower height.
3. Outside of the boundaries of a settlement not under subdivision control and within the boundaries of a residential area, the distance of the nearest moving point of a wind turbine from:
  - a) the boundaries of an adjacent lot should be at least equal to the wind turbine blade,

- b) the ground should be at least 5 m,
  - c) any premises within the lot should be at least one blade length and anyway not less than 3 m, and
  - d) a provincial road or a higher class highway or an area destined for common use should be at least equal to the wind turbine tower height.
4. Outside the boundaries of a settlement not under subdivision control and outside the boundaries of a residential under subdivision control, i.e. in rural districts, the distance of the nearest moving point of a wind turbine from:
- a) the boundaries of a adjacent lot should be at least equal to half the wind turbine blade length,
  - b) the ground should be at least 5 m,
  - c) any premises within the lot should be one blade length and anyway not less than 3 m, and
  - d) a provincial road or a higher class highway or an area for common use should be at least equal to the wind turbine tower height.
5. In industrial estates and industrial parks the distance of the nearest moving point of wind turbine from:
- a) the boundaries of a adjacent lot should be at least equal to one wind turbine blade length,
  - b) the ground should be at least 8 m,
  - c) any premises within the lot should be at least 5 m
6. The height of the wind turbine tower is measured from the upper surface of the concrete foundation up to the nacelle shaft and the blade length is measured from the nacelle shaft to their tip.

## CHAPTER D

### OPERATING PERMITS

#### Article 13

##### Tentative operation of plants

1. No tentative operation of electric power generation plants is permitted prior to the conclusion of the relevant contracts between the producer and the Operator for the connection of the plant to the System or Network and the purchase of electric power.
2. **Prior to the issue of the operating permit and in any case after the completion of the plant's installations and for a time period not exceeding four (4) months there may be done a temporarily connection of the plant to the System or Network for the performance of the necessary testing of the facilities.**<sup>3</sup>
3. The price for the power supplied during the period of temporarily connection of a plant utilizing renewable energy sources is payable after the operating permit has been granted.

#### Article 14

##### Operating permits issuing procedure

1. With reference to the granting of an operating permit, the application is submitted to the licensing authority in one copy according to the relevant form included in the schedule hereto.

<sup>3</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

2. In case of connection of a plant to the System or Network, the application shall indispensably be accompanied by a copy of the contract provided for in article 15 par. 1 clause a) in case the plant utilizes renewable energy sources and its installed capacity does not exceed the limits set in article 35 of Law 2773/1999 and also by a copy of the contract provided for in par. 1 clause b) of the same article.
3. Within ten (10) working days from the date the file has been completed with the supporting documents of article 15, the licensing authority issues the operating permit.

### **Article 15** **Supporting documents for granting operating permits**

1. With reference to the issue of an operating permit the supporting documents to be submitted are:
  - a) **An authenticated copy of the relevant connection contract having been concluded between the producer and HTSO S.A. in case the plant is going to be connected directly to the System, or between the producer and PPC S.A., as Network Operator, in case the plant is going to be connected to the Network or through it to the System. The contract is concluded after the relevant generation authorization and installation permits have been granted.**<sup>4</sup>
  - b) In case of plants which utilize renewable energy sources and their installed capacity does not exceed the limits set in article 35 of Law 2773/1999, and which are connected to the System or Network, an authenticated copy of the relevant electric power supply contract having been concluded between the producer and HTSO S.A. or PPC S.A. as Network Operator according to the relevant form established in articles 21 or 22 hereof, as the case may be. That contract is concluded after the signing of the connection contract.
  - c) **A certificate issued by the System Operator, in case the plant is going to be connected directly to the System, or by the Network Operator, in case the plant is going to be connected to the Network or through it to the System, stating that there have been completed the works of the connection network, as well as the other necessary facilities of the producer for the implementation of the connection, by observing the minimum specifications provided for in the connection contract, the System Operation Code and the Network Operation Code.**<sup>5</sup>
  - d) An authenticated copy of the building permit regarding the civil works, as the buildings of the hydroelectric plants, foundations of wind turbine towers, and power and control electrical and mechanical equipment housing premises, including the transformers, and a copy of a relevant attestation of the competent town-planning authority for solar and wind power generation plants, as well as hydroelectric plants which according to the provisions of article 3 par. 4 of Law 2244/1994 are considered as electrical and mechanical installations and as such are exempted from the obligation of being granted a building permit by virtue of the provisions of article 2 par. 7 of Law 2941/2001.
  - e) A certificate issued by the competent Service of the Fire Department and stating that all necessary fire-safety measures have been taken according to its instructions.
  - f) Report on the basis of an on-the-spot inspection, issued by the licensing authority or the competent authority of the Region having jurisdiction thereto and attesting to the satisfaction of the terms and restrictions put forth in the installation permit.

<sup>4</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

<sup>5</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

- g) A solemn declaration of the plant owner stating that the terms set in the environmental impact assessment approval have been satisfied during the stage of construction of the works and that they shall be met during the operation of the plant. In case of revealed modifications in terms and restrictions, there shall be required the granting of a new environmental impact assessment approval.
  - h) A joint solemn declaration of the applicant and the project engineer stating that all works have been performed according to the installation permit, the regulations and provisions in force and the rules of science and art.
  - i) A solemn declaration of the plant owner stating the assignment of the plant operation to an engineer legally qualified therefor.
  - j) A solemn declaration of the engineer in charge of the plant operation stating the acceptance of the assignment and the observance, during the operation of the plant of the terms and regulations concerning the protection of the environment and the safety and health of the personnel working in the plant.
2. Without prejudice to the provisions of Law 2773/1999 and the relevant generation authorizations PPC S.A., in its capacity as Network Operator, is exempted from the obligation of concluding the contracts provided for in clauses a) and b) of the previous paragraph regarding the plants which PPC S.A. itself erects and is going to operate in Networks of the islands which are not connected to the mainland system.

#### **Article 16** **Operating permit terms**

1. The operation of the plants should conform to the terms, preconditions and restrictions laid down in the generation authorization.
2. The operating permit or any subsequent revision thereof there may be imposed terms and restrictions regarding the safe operation of the plants, the safety of life and health of the people working there and the protection of the environment, as well as any other terms under the laws in force.
3. The holder of the operating permit should observe all necessary fire-protection measures according to the provisions in force and the instructions of the Fire Department.
4. The holder of the operating permit should inspect at regular time intervals all the facilities to avert any preventable damage that might effect the safety of the working people in the plant and neighbors, as well as the environment.
5. In case of hydroelectric plants applicable are also the special terms and restrictions laid down in the water use permits and also the water resources utilization works permits according to Presidential Decree 256/1989 and ministerial decision 5813/1989.
6. With respect to the assessment of the breaches and the procedure of imposing sanctions in case of non observance of the terms of a permit by its holder, applicable are the combined provisions of article 1 par. 1A case 4 of Law 2647/1997 and ministerial decision 13129/1996.
7. The holder of the operating permit should observe any other legal rule applicable to his activity.

#### **Article 17** **Validity time and renewal of operating permits**

1. The operating permit is granted for at least ten (10) years and may be renewed. The validity time of a renewed permit cannot exceed the validity times of the generation authorizations and, in case of hydroelectric plants, also the water-use permit.

2. For the renewal of the operating permit those interested submits to the licensing authority the relevant application according to the form included in the schedule hereto.
- 3. In case the plant is connected to the System or a Network, for the renewal of the operating permit it is required the submission of the renewed connection contract, as well as of the renewed power selling and buy contract in case of a non auto-producer plant which utilizes renewable energy sources and its capacity does not exceed the limits put forth in article 35 of Law 2773/1999.<sup>6</sup>**
4. Should for whichever reason the generation authorization be revoked, the licensing authority indispensably revokes also the operating permit.

### Article 18

#### Operating permit of plants falling under provisions of article 3 par. 7 of Law 2244/1994

1. Plants which in spite of having been exempted from the obligation of being granted an installation, extension or operating permit according to the provisions of Law 2244/1994, do have adverse impact on the environment or pose a health hazard to the people working therein, may by virtue of article 3 par. 7 of the above law be abrogated from the exemption status through a decision taken by the prefect-level local government. In that case the issue of an operating permit is necessary for the continuation of their operation.
2. For the issue of the operating permit under article 3 par. 7 of Law 2244/1994, it is necessary the submission to the licensing authority of an application according to the relevant form of the schedule hereto. For the issue of the permit there are required the supporting documents of the following sections.
  - a) A copy of the generation authorization or RAE's decision according to article 10 par. 2 of Law 2773/1999, as amended by article 2 par. 11 of Law 2941/2001, whereby it is ascertained the joint satisfaction of the legal preconditions for being included in the exceptions from the obligation of being granted a generation license.
  - b) A brief engineering report including necessarily a description of the technical features of the works (installed capacity, connection mode to the existing power transmission infrastructure etc), personnel, neighbors and facilities safety systems, intended use of the energy to be produced, and surveyor's diagrams accurately indicating the position of the plant. These data should be identical with those having been the basis for RAE to issue an electric energy generation authorization or an act ascertaining the exemption from the obligation of being granted such a permit, all these data being authenticated by RAE.
  - c) A legal document evidencing the lawful use of the plant installation lot or area as per article 4 clause b) hereof.
  - d) A copy of the siting preliminary approval, if required, and of the environmental impact assessment approval of the plant for which issue the relevant supporting documents are submitted to the licensing authority.
  - e) An authenticated copy of the connection and electric power supply contracts in case of a plant connected to the System or Network.
  - f) The supporting documents of article 15 clauses d) to j) hereof, as well as the permits of article 5 clause f) hereof, as the case may be.
3. The holder of the permit should observe the terms laid down in 16 hereof.

<sup>6</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

## **CHAPTER E**

### **EXEMPTION FROM LICENSING AND REVISION OF PERMITS**

#### **Article 19**

##### **Exemption from installation or extension and operating licensing**

1. According to article 3 par. 2 of Law 2244/1994, no issue of installation or extension permits is required for
  - a) plants with an installed capacity up to 20 kW,
  - b) experimental or research plants installed by educational institutions and for as long as research or experimental activity is carried out,
  - c) plants erected by CRES for reasons of certification or metering and for as long as measurements or certification activities are carried out.
2. These plants are not exempted from other permits or approvals provided for in the laws in force.
3. With prejudice to the provisions of article 18 par. 1 any plants exempted from the obligation of being granted an installation permit, are also exempted from the obligation of being granted an operating permit.

#### **Article 20**

##### **Revision of installation or extension and operating permits**

1. With reference to the revision of installation or extension and operating permits, their holder submits to the licensing authority an application according to the relevant form included in the schedule hereto.
2. Any revision of the installation or extension and operating permits with respect to the data that make necessary the revision of the generation authorization can be done only after the granting of the latter.
3. The licensing authority addresses in writing a summons to the applicant to submit as necessary such supporting documents as the authority considers fit.
4. The modifications of some terms of the said permits does not effect the validity of other terms thereof.
5. The ownership transfer of an operating plant upon a relevant revision of the generation authorization according to the relevant Regulation is followed by the modification of the operating permit according to article 3 par. 6 of Law 2244/1994 which henceforth is valid in the name of the new owner of the plant. The new owner of the plant is substituted for the previous one with respect to any rights and obligations arising out of the electric power sell and buy contract having been concluded with HTSO S.A. or PPC S.A.

## **CHAPTER F**

### **FORMS OF ELECTRIC POWER SUPPLY CONTRACTS**

#### **Article 21**

##### **Form of electric power purchase and sale contract between System Operator and Producer**

1. The electric power purchase and sale contact concluded between the System Operator and a producer of electric power from plants utilizing renewable energy sources and connected to the country's System or Network, with the exemption of the Networks of the islands which

are not connected to the mainland system, refers at all times to a magnitude of installed capacity which, without prejudice to the limits put forth in article 35 of Law 2773/1999, corresponds to the small-scaleer of the magnitude for which there have been issued the relevant generation authorization and the installation and operating permits. The contract is concluded according to the following form:

2. *“The contracting parties being on the one hand the company HELLENIC TRANSMISSION SYSTEM OPERATOR S.A., 11 Amfitheas Avenue, Nea Smirni, called hereinafter System Operator and for this contract legally represented by Mr/Mrs ..... according to the board of directors resolution No. .... and on the other hand the firm ..... called hereinafter “Producer” and which for the same contract is legally represented by Mr/Mrs ..... according to .....*

*bearing in mind:*

- a) Law 2773/1999 “Liberalization of the Electricity market – regulation of energy policy issues and other provisions” (Official Gazette A 286),*
  - b) System Operation Code having been approved by virtue of the ministerial decision 8989/2001 (Official Gazette B 654)*
  - c) Electric Power Exchange Code having been approved by virtue of the ministerial decision 8988/2001 (Official Gazette B 623)*
  - d) Ministerial decision 11444/2001 re: Fixing of amount and reimbursement procedure of the requisite fee levied on renewable energy producers in favor of local governments (Official Gazette B 826),*
  - e) Contract entered into on 3.5.2001 by and between the System Operator and the Owner of the Power Transmission System for the concession of the control of Power Transmission System, as approved by Minister of Development decision Δ5/ΗΑ/Β/Φ1/οικ.8219/3.5.2001.*
  - f) Electric power generation authorization No. .... in possession of the producer (or decision No. .... by virtue of which exemption was granted from the obligation of being granted an electric power generation authorization), as well as*
  - g) Installation (or/and extension) permit No. .... possessed by the producer (if required),*
- hereby agree as set forth below:*

### ***1<sup>st</sup> Term Contract Scope***

- 1. The System Operator agrees and assumes the obligation to buy from the producer electrical energy according to the provisions of Laws 2244/1994 and 2773/1999, other laws pertinent to the electric energy market and the terms established herein and the producer acting according to the same provisions and terms agrees and assumes the obligation to sell to the System Operator electric energy generated in the producer’s plant situated in ..... within the administrative boundaries of the Municipality (Community) ..... of the department (nomós) of .....*
- 2. That power will be supplied in the form of three-phase alternative current of a nominal voltage of ... V and a nominal frequency of fifty cycles per second (50 Hz) in parallel and synchronous operation to the producer’s generation units with the System or the Network. The maximum of the power to be supplied by the producer shall be ... kW (15-minute mean value).*

**2<sup>nd</sup> term****Observance of codes and relevant laws**

1. *The contracting parties are under obligation to act according to the System Operation Code and the Power Exchange Code as they are in force from time to time, as well as the overall legal context governing the electric power market.*
2. *Any matter not explicitly regulated in this contract shall be covered by the System Operation Code and the Power Exchange Code.*
3. ***Presupposition for entering into and signing this contract is the granting to the producer of electric energy generation authorization and installation (or extension) permit of the plant, or an exemption from these obligation pursuant to the relevant provisions of Laws 2244/1994, 2773/1999 and 2941/2001, and also the signing by the producer of the contract stipulating the connection terms.<sup>7</sup>***

**3<sup>rd</sup> Term****Scheduling of operation and dispatch**

1. *The operation of the producer's plant is made according to the System Operation Code.*
2. *The System Operator shall buy the above energy under the following conditions:*
  - a) *The energy demand exceeds the minimum permissible technical restrictions of the generation units integrated in the System,*
  - b) *The System plants operate in a faultless way, without an emergency state due to fault or technical irregularity or maintenance, the lifting of which could make necessary the temporary interruption of generation in the producer's plant, or if*
  - c) *It is so permitted by the stability and trouble-free operation of the System.*
3. ***The System Operator may deviate from the above limits if it is deemed fit for the Network or for the System and the producer consents thereto.<sup>8</sup>***

**4<sup>th</sup> Term****Producer's facilities power factor ( $\cos\phi$ )**

1. *The power factor ( $\cos\phi$ ) is determined through measurements taken at the output of the producer's plant and is computed as the quotient of the produced energy in one hour (kWh) and the square root of the sum of the squares of that energy and the produced or absorbed reactive energy in one hour (kVARh). Any of the above values shall be recorded by the meters referred to in 8<sup>th</sup> term hereof.*
2. *The producer's power factor ( $\cos\phi$ ) should be in the range 0.95 inductive (absorption of reactive power) and 0.85 capacitance (generation of reactive power) at nominal operating conditions and according to the terms laid down in chapter  $\Theta$  article 76 of the System Operation Code.*
3. *Especially in the case of generation units using asynchronous generators or power converters without control of  $\cos\phi$ , the power factor should be greater than 0.95 inductive at generation conditions over 50% of the nominal generation capacity. For that purpose the producer should install suitable compensation equipment, if necessary.*
4. *The System Operator may deviate from the limits laid down in paragraphs 2 and 3 of this article in case it is considered fit for the System and the producer consents thereto.*

<sup>7</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

<sup>8</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)



5. *In case the producer's power factor is not kept within the limits laid down in paragraphs 2 and 3 of this article, the producer calls in writing by the System Operator should not later than six (6) months from the notification to take suitable measures. Should the producer not comply within this time, the System Operator interrupts the purchase of energy from the producer until suitable corrective measures have been taken. The interruption is considered to constitute a fault of the producer.*
6. *The contract establishing the connection terms to the System can provide for further compensation measures if so required by the special conditions of the System.*

#### **5<sup>th</sup> Term**

##### **Application presuppositions**

*Presupposition for starting the payment of electric power bought by the System Operator is that the producer's power plant has been granted the foreseen operating permit or has legally exempted from the obligation to have been granted one. The price for the power generated prior to the issue of the operating permit and during the period of tentative operation of the plant is paid after the issue of the operating permit.*

#### **6<sup>th</sup> Term**

##### **Duration of contract and launching of power purchase**

1. *Without prejudice to more special stipulations contained herein this contract lasts ten (10) years and its validity starts on the date of issue of the operating permit of the plant it refers to.*
2. *The performance time of this contract may be extended upon the submission of a relevant written application to the Ministry of Development by either of the contracting parties at least twelve (12) months prior to its expiration date, provided that by the submission time of the relevant application, the operating permit of the plant is still in force or has been renewed according to the laws in force for a period not less than the contract time extension.*
3. *All revisions of this contract should be made in writing and signed by both contracting parties.*
4. *This contract ceases to exist ipso jure in case there has been revoked the generation authorization issued in the name of the producer.*

#### **7<sup>th</sup> Term**

##### **Power purchase price and charge of reactive power**

1. ***Any producer connected to the low, medium or high-voltage networks and operating in parallel to the interconnected system shall charge the entire amount of net power produced by him and supplied to the System or Network as follows:<sup>9</sup>***

*Energy part is the 90% percentage of the energy part of the general use tariff applicable from time to time. (Especially for auto-producers the rate of the surplus power to be sold is the 70% percentage of the power part of the general end-use tariff applicable from time to time on monthly basis at the low voltage or general use tariff in the mean voltage, according to the voltage level at which the auto-producer is connected to the System or Network).*

*Capacity price is the 50% percent of the capacity part of the same tariff (not applicable to auto-producers).*

*The amount of the energy charge for a period between two successive metering readings is defined as follows: Energy charge (kW) =  $\sigma(MI)$  where (MI) is the maximum measured power*

<sup>9</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

between two successive metering readings and ( $\sigma$ ) a constant coefficient equal to 0.50 for wind farms and solar plants, 0.70 for hydroelectric plants with an installed capacity up to 10 MW<sub>e</sub> and 0.90 for geothermal and biomass plants (this paragraph does not find application in case of auto-producers).

With reference to the charge of reactive power the following terms are applicable:

- a) **In case the power factor ( $\cos\phi$ ) of the producer's facilities equipped with asynchronous generators as laid down in the System Operation Code is lower than 0.95, the additional reactive power absorbed by the producer's facilities in kVArh shall be charged to the System Operator by the producer at 5% of the kWh rate of the power part (kWh) of the general use, low voltage tariff in force from time to time.<sup>10</sup>**
  - b) *In case the Producer using synchronous generators supplies reactive power to the System, that power is accrued to the System Operator at no charge to him.*
  - c) **For auto-producers applicable are the terms put forth in case (a) on the basis of the power factor ( $\cos\phi$ ) of the whole installation of the auto-producer, i.e. the power factor which is measured at the connection point and is related to the power generation units and the consumption of the auto-producer.<sup>11</sup>**
2. *The above percentages of power part and capacity part of par. 1 of this article may be modified by virtue of a Minister of Development decision issued upon an opinion delivered by RAE.*

### **8<sup>th</sup> Term** **Power metering**

**With reference to the metering of active and reactive power, as well as capacity, applicable are the System Operation Code, the Power Exchange Code and article 10 of Minister of Development Decision 2000/2002 (Official Gazette B 158), as applicable from time to time. In addition thereto, the following terms are applicable:**

1. **The Owner of the System or the Network, as the case may be, shall install at the output of the facilities of the producer at his own cost, the necessary and approved by the System Operator, metering system of both the ingoing and the outgoing from the System or Network active power, reactive power and capacity. The capacity will be determined wherever so required every quarter of an hour.**
2. **In case the facilities of the producer are connected to the System via a medium-voltage (MV) connecting line and a substation (SS) for voltage stepping up (MV/HV), the Network Operator shall also install at the arrival of the connecting line of the 20/150 kV stepping-up substation at Producer's cost a suitable metering system of the power and capacity supplied by the Producer of the same precision class for the determination of the finally supplied power and capacity to the System Operator.<sup>12</sup>**
3. *The System Operator should take care for an extraordinary checking of the metering equipment is so asked for by the Producer. The checking cost shall be borne by the Producer in case there turns out that the meter is accurate or exhibits an error within the prescribed error limits of the measuring arrangements of par. 1 of this term under the normal load of the Producer.*

<sup>10</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

<sup>11</sup> Text in bold as added by ministerial decision 10200/2002 (Official Gazette B 902)

<sup>12</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

4. *Should the checking reveal an error of the measuring arrangement in excess of the predetermined error limits of the measuring arrangements of par. 1 of this term, the accounts shall retroactively be readjusted by the percentage that error exceeds the above said limits and specifically from the date the System Operator was notified in writing by the Producer about the error status.*
5. *Should the meters cease to provide recordings, the magnitudes metered by them shall be assessed for that period according to article 21 of the Power Exchange Code. However, both the System Operator and the Producer are under obligation with respect to the part either of them is held responsible for to restore the metering mode to its normal and accurate condition in the soonest possible time.*

### **9<sup>th</sup> Term**

#### **Accounts and payments**

1. *The computation of the price of the power sold to the System Operator is made by himself according to the Power Exchange Code and a relevant notice is sent to the Producer. The notice includes claims, if any, of the System Operator on the Producer. On the basis of the above notice the Producer issues an invoice in which these claims are set off against the price the System Operator should pay to the Producer. The invoice is sent to the System Operator for payment. That Producer's invoice is payable the latest twenty (20) days from its deposit with the System Operator.*
2. *The payment of the Producer's invoice is made within the time set in the previous paragraph even if there are objections or reservations raised by either of the contracting parties with regard to the accuracy of the account. The contracting party having raised objections or reservations promptly notifies them in writing to the other party. In case that finally an error has been revealed, the other contracting party than that charged with the difference should refund it to the other contracting party in an interest bearing manner, the legal default rate of interest being applicable from the date of invoice payment until the date of refunding the difference.*
3. *In case of default payment of an account or an invoice beyond the time-limit of par. 1 of this term, the System Operator should pay the Producer also a default rate of interest on the owed amount as from the day following the expiration date, any other notification being not necessary.*
4. *The settlement and the payments shall be made by the System Operator according to the provisions of the Power Exchange Code.*

### **10<sup>th</sup> Term**

#### **Producer's selfconsumption**

*In case the Producer supplies his own loads through the interconnection line, he enters into a relevant contract with a supplier of his own choice under the electrification terms and suppositions applicable to all consumers.*

### **11<sup>th</sup> Term**

#### **Losses**

1. *It is explicitly agreed that in case of connection of the producer's facilities through a medium-voltage interconnection line and a substation from stepping up from medium to high voltage, the losses occurred by the transmission of power through the medium-voltage interconnection line from the facilities of the Producer to the substation 20/150 kV at the position at which he is connected, charge in whole the Producer in case that line does not serve customers except producers consuming a part of the power produced by them and. falling in the provisions of article 35 of Law 2773/1999.*

2. *For that purpose two metering arrangements are placed of the power and capacity output of the producer, one being at the producer's facilities exit and the other at the arrival point to the stepping-up substation. The power and capacity losses is the difference of the readings of kWh and kW of the real power and capacity meters.*
3. *It should be made clear that in case other producers are connected to the same interconnection line, all producers bear the losses according to the method established in the connection contract.*

### **12<sup>th</sup> Term**

#### **Force Majeure**

1. *The performance of the obligations of the contracting parties arising out of this contract is suspended in case of occurrence of force majeure events which impede the performance of these obligations. As such events are especially considered flood, lightning, earthquake, explosion, war, national emergency state, serious fault in the operation of the facilities of the contracting parties which cannot be attributed to their fault, as well as any unforeseen event which cannot be averted by means of utmost care and prudence.*
2. *In case of occurrence of the above events, the contracting party which is not capable to fulfil his obligations arising out of the contract, notifies promptly that state of incapacity to the other party and takes any proper measures for lifting that incapacity. The suspension lasts as long as the force majeure.*
3. *The validity time of this contract is prolonged as long as lasts the event constituting the force majeure, provided that the operating permit of the plant is still valid.*
4. *Any event constituting force majeure is acceptable only as reason of delay and not as reason for indemnification of the contracting parties. The non fulfillment or the delay in the fulfillment of the obligations of some subcontractor or supplier vis-à-vis the Producer is not considered as an event of force majeure.*

### **13<sup>th</sup> Term**

#### **Rights arising out of the contract**

*Any rights of the Producers arising out of this contract are enforceable as long as the issued generation authorization and operating permit are in his name.*

### **14<sup>th</sup> Term**

#### **Termination of contract**

1. *Either of the contracting parties, upon giving the other reasonable time, is entitled to terminate this contract in case of non performance or deficient performance of the obligations of the other party according to the stipulated terms of this contract, all these obligations being considered as equally substantial.*
2. *The termination is affected by serving a notice of termination via a process server or in any other way provided for in the laws in force and its sequences are occasioned after the eleventh (11) day from the date of serving and in no case not later than thirty (30) days after the said date. Should be ascertained within that time the lifting in writing of the reason of termination, the termination does not have any effect.*
3. *In case of termination of this contract, either of the contracting parties is under obligation to pay the other party any amounts for the supply of power, the interest and any amount owed for another reason and to make good any other damage.*
4. *This contract does not have any effect from the date of possible revocation or non renewal of the operating permit pursuant to the relevant provisions of Laws 2244/1994, 2647/1998 and 2773/1999 and for as long as lasts that revocation or non renewal.*

### **15<sup>th</sup> Term Cession**

1. *Without prejudice to the reservations stated herein below, and also of article 13 of the Power Exchange Code, it is prohibited the cession and any kind of transfer of rights and obligations of the Producer arising out this contract without a prior written consent of the System Operator and a relevant notification of the Ministry of Development. The breach of this article establishes a right of contract termination and interruption of the purchase of electric power by the System Operator.*
2. *Without prejudice to the exceptions under par. 3 herein below, it is prohibited any cession and transfer of rights in total or in part by the Producer without a prior written consent of the System Operator and a relevant notification of the Ministry of Development and RAE.*
3. *It is allowed the cession and transfer of rights of the Producer arising out of this contract:*
  - a) *to one or more first class Greek or foreign banks heaving their seat and operating in European Union countries and also to one or more leasing companies of corresponding size, standing and solvency in order to be financed the construction and operation of the plant and in that case the cession and transfer is simply notified to the System Operator, the authority which issued the installation (or extension) permit, and RAE, and*
  - b) *to any company affiliated to the Producer in the meaning of article 42(e) of Codifying Law 2190/1920, and having as its objective-matter the construction and operation of plants on condition that a notification about the substitution has been served to the System Operator, the authority which issued the installation (or extension) permit, and RAE.*

*Any other cession or substitution is null and void and does not have any effect vis-à-vis the System Operator, the Ministry of Development and the authority which issued the installation (or extension) permit.*
4. *In case the Producer proceeds with the cession or transfer of rights provided for in par. 3 case a) herein above to a creditor as securing of the lending for the construction of the plant, the contracting parties agree to not impede and instead to recognize as binding any act or omission of the creditor to be made on account of the Producer and which is provided for in this contract. That act and its consequences shall operate at Producer's favor as if himself had proceeded with that act or omission so that no breach of any contract term would ensue.*
5. *With reference to the above par. 3 case a) should this contract be terminated and the creditor has been granted financial support from a European Union, national or regional program for the implementation of the works and a generation authorization, the creditor is entitled to enter into a new contract with the System Operator on the same stipulations with this contract and with a duration equal to the time left for the normal expiration hereof.*
6. *Either of the contracting parties agrees that during all performance time of this contract, in case a written notification has been served by the other party, shall provide a written statement to that other party that this contract has not been modified and is fully in force (or that it has been amended with reference to the amendments) and that no breach has been occurred (or that a breach has been occurred with reference to the breach nature).*
7. *The System Operator acknowledges the validity of the relevant provisions of the Greek laws regarding the cession of rights and therefore acknowledges the relevant rights of the financier as assignee.*

**16<sup>th</sup> Term****Value added tax and other taxes/charges**

The price provided for in 7<sup>th</sup> term hereof does not include the value-added tax which shall separately be entered on the invoice and shall be paid by the System Operator. Any other taxes and charges shall be borne by the Producer.

**17<sup>th</sup> Term****Indemnification of contracting parties for sustained detriment**

1. Either of the contracting parties shall abstain from any damageable acts and shall reimburse the other party for any direct losses it might sustain and to the degree these losses were occasioned by acts or omissions of the party held responsible for indemnification (the employed personnel being also included) due to malice or gross negligence.
2. The liability of the party held responsible for providing indemnification to the other party shall be reduced in proportion to the degree the act or omission of the party entitled to be granted indemnification has contributed to the occasioning of the damage, bodily injury or property destruction. Further, no party shall be indemnified under this contract for any damage, civil responsibility, bodily injury and destruction occasioned solely by its own negligence or malice.

**18<sup>th</sup> Term****Settlement of disputes**

1. The System Operator and the Producer agree that during all performance time of this contract they will cooperate harmoniously and in a spirit of good faith with the exclusive goal of implementing the scope of this contract.
2. **Without prejudice to any contrary stipulation of the Power Exchange Code, for the settlement of any disputes that may arise out of the performance of this contract, the Producer may ask for a settlement of his dispute by means of amicable negotiations. In that case the competent management body of the System Operator sets up an amicable negotiations committee which enters into negotiations with the Producer for the settlement of the dispute. In case it is impossible such a settlement based on the terms put forth hereby or an amicable settlement, the issue shall be referred to arbitration according to the rules put forth in the Internal Operation and Management Regulation of the Regulatory Authority for Energy following a consent thereto of the parties. Should not be accepted settlement by arbitration, it is explicitly agreed that the jurisdiction thereto lies with the Athens civil courts.<sup>13</sup>**
3. It is explicitly agreed that during the time the contracting parties have resorted to amicable negotiations or arbitration the performance of this contract is not suspended.

**19<sup>th</sup> Term****Notifications and Communication**

1. Official language shall be the Greek and in case of referring for official translation to the Ministry for Foreign Affairs, the relevant cost shall be borne by the Producer. All documents, notes, drawings, letters etc shall be drawn up in the Greek language and the correspondence of the contracting parties shall be carried out in Greek.

<sup>13</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

2. *The notification of any document sent by either of the contracting parties to the other shall be done as put forth in article 14 of the Power Exchange Code.*
3. *The announcements and communication between the contracting parties shall be done according to the procedure detailed in chapter E of the System Operation Code.*

**20<sup>th</sup> Term**  
**Governing laws**

1. *This contract is governed by the Greek laws.*
2. *Upon the signing of this contract the Producer should notify in writing the System Operator the name of a person as his representative in Athens, called master representative. That person shall also function as process agent (anticletos) and shall be legally authorized to represent the Producer with respect to any matters regarding the performance of this contract and to proceed in his name with the settlement of any differences and disputes that might arise.*
3. *In case the Producer has not his seat in Greece, he should appoint a process agent residing in Greece.*

**21<sup>st</sup> Term**  
**Explanatory stipulations**

1. *The terms used in this contract have the meaning ascribed to them in Law 2773/1999, the System Operation Code approved by virtue of ministerial decision 8989/2001, and the Power Exchange Code approved by virtue of ministerial decision 8988/2001.*
2. *The annulment of any particular stipulation of this contract does not entail an overall annulment hereof.*

*Athens .....*

*The contracting parties*

*For the Hellenic Transmission System Operator S.A.*

*For the Producer*

”.

**Article 22**

**Form of electric power purchase and sale contract between Network Operator and Producer**

1. *The electric power purchase and sale contact concluded between the Network Operator and a producer of electric power from plants utilizing renewable energy sources and connected to a Network of islands which are not connected to the mainland system, refers at all times to a magnitude of installed capacity which, without prejudice to the limits put forth in article 35 of Law 2773/1999, corresponds to the smaller of the magnitude for which there have been issued the relevant generation authorization and the installation and operating permits. The contract is concluded according to the following form:*
2. *“The contracting parties being on the one hand the company Public Power Corporation S.A. in its capacity as Network Operator, and for this contract legally represented by Mr/Mrs ..... according to the board of directors resolution No. .... and on the other hand the firm ..... called hereinafter “Producer” and which for the same contract is legally represented by Mr/Mrs ..... according to .....*

bearing in mind:

- a) Law 2773/1999 "Liberalization of the Electricity Market – Regulation of energy policy issues and other provisions" (Official Gazette A 286),
- b) Network Operation Code having been approved by virtue of the ministerial decision ..... (Official Gazette B ....),
- c) Power Exchange Code having been approved by virtue of the ministerial decision 8988/2001 (Official Gazette B 623),
- d) Ministerial decision 11444/2001 re: Fixing of the amount and reimbursement procedure of the requisite fee levied on renewable energy producers in favor of local governments (Official Gazette B 826),
- e) Electric energy generation authorization No. .... in possession of the producer (or decision No. .... by virtue of which exemption was granted from the obligation of being granted an electric power generation authorization), as well as
- f) Installation (or/and extension) permit No. .... possessed by the producer (if required),

hereby agree as set forth below:

### **1<sup>st</sup> Term**

#### **Contract Scope**

1. The Network Operator agrees and assumes the obligation to buy from the producer electrical energy according to the provisions of Laws 2244/1994 and 2773/1999, other laws pertinent to the electric energy market and the terms established herein and the producer acting according to the same provisions and terms agrees and assumes the obligation to sell to the Network Operator electric energy generated in the producer's plant situated in ..... within the administrative boundaries of the Municipality (Community) ..... of the department (nomós) of .....
2. That power will be supplied in the form of three-phase alternative current of a nominal voltage of ... V and a nominal frequency of fifty cycles per second (50 Hz) and in parallel and synchronous operation to the producer's generation units with the Network of the island ..... (or the islands .....). The maximum of the power to be supplied by the producer shall be ... kW (15-minute mean value).

### **2<sup>nd</sup> Term**

#### **Observance of codes and relevant laws**

1. The contracting parties are under obligation to act according to the Network Operation Code as it is in force from time to time, as well as the overall legal framework governing the electric power market.
2. Any matter not explicitly regulated in this contract shall be governed by the Network Operation Code.
3. Presupposition for entering into and signing this contract is the granting to the producer of electric energy generation authorization and installation (or extension) permit of the plant, or the exemption from these obligation pursuant to the relevant provisions of Laws 2244/1994, 2773/1999 and 2941/2001, and also the signing by the producer of the contract stipulating the connection terms to the Network.

### **3<sup>rd</sup> Term**



### ***Scheduling of operation and dispatch***

1. *The operation of the producer's plant is made according to the Network Operation Code.*
2. *The Network Operator shall buy the above energy under the following conditions:*
  - a) *The energy demand exceeds the minimum permissible technical restrictions of the conventional generation units,*
  - b) *The Network facilities operate in a faultless way, without an emergency state due to fault or technical irregularity or maintenance, the trouble-shooting of which would make necessary the temporary interruption of generation in the producer's plant,*
  - c) *It is so permitted by the stability and trouble-free operation of the Network.*
3. *On the basis of the presuppositions of the previous par. 2 and a relevant engineering ... of the Network Operator with respect to the specific grid it is established the procedure of entering the facilities of the producers using renewable energy sources into a separate annex which constitutes an integral part of this contract.*

### ***4<sup>th</sup> Term***

#### ***Producer's facilities power factor (cosφ)***

1. *The power factor (cosφ) is determined through measurements taken at the output of the producer's plant (not autoproducer) and is computed as the quotient of the produced energy in one hour (kWh) and the square root of the sum of the squares of that energy and the produced or absorbed reactive energy in one hour (kVARh). Any of the above values shall be recorded by the meters referred to in 8<sup>th</sup> term hereof.*
2. *The producer's power factor (cosφ) should be in the range 0.95 inductive (absorption of reactive power) and 0.85 capacitance (generation of reactive power) at nominal operating conditions and according to the instructions of the Network Operator and as laid down in the Network Operation Code.*
3. *Especially in the case of generation units using asynchronous generators or power converters without control of cosφ, the power factor should be greater than 0.95 inductive at generation conditions over 50% of the nominal generation capacity. For that purpose the producer should install suitable compensation equipment, if necessary.*
4. *In case the producer's power factor is not kept within the limits laid down in paragraphs 2 and 3 of this article, the producer having been called in writing by the Network Operator should not later than six (6) months from the notification take suitable measures. Should the producer not comply within this time, the Network Operator interrupts the purchase of energy from the producer until suitable corrective measures have been taken. The interruption is considered to constitute a fault of the producer.*
5. *The contract establishing the connection terms to the Network can provide for further compensation measures if so required by the special conditions of the Network.*

### ***5<sup>th</sup> Term***

#### ***Application presuppositions***

*Presupposition for starting the payment of electric power bought by the Network Operator is that the producer's power plant has been granted the foreseen operating permit or has legally exempted from the obligation to have been granted one. The price for the power generated prior to the issue of the operating permit and during the period of tentative operation of the plant is paid after the issue of the operating permit.*

## **6<sup>th</sup> Term**

### **Duration of contract and launching of power purchase**

1. *Without prejudice to more special stipulations contained herein this contract lasts ten (10) years and its validity starts on the date of issue of the operating permit of the plant it refers to.*
2. *The performance time of this contract may be extended upon the submission of a relevant written application to the Ministry of Development by either of the contracting parties at least twelve (12) months prior to its expiration date, provided that by the submission time of the relevant application, the operating permit of the plant is still in force or has been renewed according to the laws in force for a period not less than the contract performance time extension.*
3. *All revisions of this contract should be made in writing and signed by both contracting parties.*
4. *This contract ceases to exist ipso jure in case the generation authorization issued in the name of the producer has been revoked.*

## **7<sup>th</sup> Term**

### **Power purchase price and charge of reactive power**

1. *Any producer connected to the Network of an island not connected to the mainland system shall charge the entire amount of net power produced by him and supplied to the Network as follows:*

*Energy part is the 90% percentage of the energy part of the general use monthly tariff applicable from time to time at the low voltage. (Especially for auto-producers the rate of the surplus power to be sold is the 70% percentage of the power part of the general end-use tariff applicable from time to time on monthly basis at the low voltage).*

*With reference to the charge of reactive power the following terms are applicable:*

- a) ***In case the power factor ( $\cos\phi$ ) of the producer's facilities equipped with asynchronous generators as laid down in the Network Operation Code is lower than 0.95, the reactive power absorbed additionally by the producer's facilities in kVArh shall be charged to the Network Operator by the producer at 5% of the kWh rate of the power part (kWh) of the general use, low-voltage tariff in force from time to time.<sup>14</sup>***
  - b) *In case the Producer using synchronous generators supplies reactive power to the Network, that power is accrued to the Network Operator at no charge to him.*
  - c) ***For auto-producers, the terms determined in case (a) are applied, based on the power factor ( $\cos\phi$ ) of the whole installation of the auto-producer, that means the power factor measured at the connection point and is related to the power generation units and the consumption of the auto-producer.<sup>15</sup>***
2. *The above percentages of the power part of par. 1 of this article may be modified by virtue of a Minister of Development decision issued upon an opinion delivered by RAE.*

<sup>14</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

<sup>15</sup> Text in bold as added by ministerial decision 10200/2002 (Official Gazette B 902)

## **8<sup>th</sup> Term**

### **Power metering**

*With reference to the metering of active power, reactive power and capacity applicable are the Network Operation Code and the Power Exchange Code. In addition thereto, the following are applicable:*

- 1. The Network Operator shall install at the exit of the facilities of the producer at his own cost, the necessary metering system of both the ingoing and the outgoing from the Network active power and reactive power. The capacity shall be determined wherever so required every quarter of an hour.*
- 2. In case the facilities of the producer are connected to the Network via an exclusive medium-voltage (MV) connecting line which terminates at a substation (SS) for voltage stepping-up (MV/HV), or at the medium-voltage busbars of autonomous power stations (APS) or local power stations (LPS), then the Network Operator shall also install at the arrival of the connecting line at Producer's cost a suitable metering system of the power and capacity supplied by the Producer of the same precision class, as well as the necessary remote monitoring for the determination of the finally supplied power and capacity to the System Operator.*
- 3. The Network Operator, in his judgement or if so asked by the Producer, may proceed with an ordinary or extraordinary checking of the metering equipment. The cost of checking shall be borne by the Producer.*
- 4. Should the checking reveal an error of the measuring arrangement in excess of the predetermined error limits of the measuring arrangements of par. 1 of this term, the accounts shall retroactively be readjusted by the percentage that error exceeds the above said limits and specifically from the date the error was revealed.*
- 5. Should the meters cease to provide recordings, the magnitudes metered by them shall be assessed for that period according to article 21 of the Network Operation Code. However, both the Network Operator and the Producer are under obligation with respect to the part either of them is held responsible for to restore the metering mode to its normal and accurate condition in the soonest possible time.*

## **9<sup>th</sup> Term**

### **Accounts and payments**

- 1. The computation of the price of the power sold to the Network Operator is made by himself according to the laws in force and a relevant notice is sent to the Producer. The notice includes claims, if any, of the Network Operator on the Producer. On the basis of the above notice the Producer issues an invoice in which these claims are set off against the price the Network Operator should pay to the Producer. The invoice is sent to the Network Operator for payment. That Producer's invoice is payable the latest twenty (20) days from its deposit with the Network Operator.*
- 2. The payment of the Producer's invoice is made within the time set in the previous paragraph even there are objections or reservations raised by either of the contracting parties with regard to the accuracy of the account. The contracting party having raised objections or reservations promptly notifies them in writing to the other party. In case that finally an error has been revealed, the other contracting than that charged with the difference should refund it to the other contracting party in an interest bearing manner, the legal default rate of interest being applicable from the date of invoice payment until the date of refunding the difference.*

3. *In case of default in payment of an account or an invoice beyond the time-limit put forth in par. 1 of this term, the Network Operator should pay the Producer also a default interest on the owed amount as from the day following the expiration date, any other notification being not necessary.*

### **10<sup>th</sup> Term**

#### ***Producer's selfconsumption.***

*In case the Producer serves his own loads through the interconnection line, he enters into a relevant contract for power consumption under the electrification terms and preconditions applicable to all consumers.*

### **11<sup>th</sup> Term**

#### ***Losses***

1. *It is explicitly agreed that in case of connection of the producer's facilities through an exclusive medium-voltage interconnection line which terminates at a medium to high voltage transformation substation or at the medium-voltage busbars of the autonomous power stations or local power stations, the power losses through the connection line shall be borne by the Producer in case that line does not serve other power consumers. For that purpose two metering arrangements are placed of the producer's power and capacity output, each of them provided at both ends of the producer's connecting line. The power and capacity losses is the difference between the readings of kWh and kW of the real power and capacity meters.*
2. *There should be made clear that in case of other producers connected to the same interconnection line, the losses are borne by all producers according to the method established in the Network connection contract.*

### **12<sup>th</sup> Term**

#### ***Force Majeure***

1. *The performance of the obligations of the contracting parties arising out of this contract is suspended in case of occurrence of force majeure events that impede the performance of these obligations. As such events are especially considered flood, lightning, earthquake, explosion, war, national emergency situation, serious fault in the operation of the facilities of the contracting parties which cannot be attributed to their fault, as well as any unforeseen event which cannot be averted by means of utmost care and prudence.*
2. *In case of occurrence of the above events, the contracting party which is not capable of fulfil his obligations arising out of the contract, notifies promptly that incapacity to the other party and takes any proper measures for lifting that incapacity. The suspension lasts as long as the force majeure.*
3. *The validity time of this contract is prolonged as long as lasts the event constituting the force majeure, provided that the operating permit of the plant is still valid.*
4. *Any event constituting force majeure is acceptable only as reason of delay and not as reason for indemnification of the contracting parties. The non fulfillment or the delay in the fulfillment of the obligations of some subcontractor or supplier vis-à- vis the Producer is not considered as an event of force majeure.*

### **13<sup>th</sup> Term**

#### ***Rights arising out of the contract***

*Any rights of the Producers arising out of this contract are enforceable as long as the issued generation authorization and the operating permit are in his name.*

### **14<sup>th</sup> Term**

#### **Termination of contract**

1. *Either of the contracting parties, upon giving the other a reasonable time, is entitled to terminate this contract in case of non performance or deficient performance of the obligations of the other party according to the stipulated terms of this contract, all these obligations being considered as equally substantial.*

*Termination reason of this contract is the non fulfillment or faulty fulfillment of the obligations arising out of the connection-to-Network contract or the power supply contract regarding the specific plant.*

2. *The termination is affected by serving a notice of termination via a process server or in any other way provided for in the laws in force and occasions its sequences after the eleventh (11) day from the date of serving and indispensably not later than thirty (30) days after the said date. Should within that time be ascertained in writing the lifting of the reason of termination, the terminations does not have any effect.*
3. *In case of termination of this contract either of the contracting parties is under obligation to pay the other party any amounts for the supply of power, interest and any amount owed for another reason and to make good any other damage.*
4. *This contract ceases tot have any effect from the date of possible revocation or non renewal of the operating permit pursuant to the relevant provisions of Laws 2244/1994, 2647/1998 and 2773/1999 and for as long as lasts that revocation or non renewal.*

### **15<sup>th</sup> Term**

#### **Cession**

1. *Without prejudice to the reservations stated herein below, and also of article 13 of the Power Exchange Code, it is prohibited the cession and any kind of transfer of rights and obligations of the Producer arising out this contract without a prior written consent of the Network Operator and a relevant notification of the Ministry of Development. The breach of this article establishes a right of contract termination and interruption of the purchase of electric power by the Network Operator.*
2. *Without prejudice to the exceptions of the par. 3 herein below it is prohibited any cession and transfer of rights in total or in part by the Producer without a prior written consent of the Network Operator and a relevant notification of the Ministry of Development and RAE.*
3. *It is allowed the cession and transfer of rights of the Producer arising out of this contract:*
  - a) *to one or more first class Greek or foreign banks heaving their seat and operating in European Union countries and also to one or more leasing companies of corresponding size, standing and solvency in order to be financed the construction and operation of the plant and in that case the cession and transfer is simply notified to the System Operator, the authority which issued the installation (or extension) permit, and RAE,*
  - b) *to any company affiliated to the Producer in the meaning of article 42(e) of Codifying Law 2190/1920, the scope of this company being the construction and operation of plants under the supposition that a notification about the substitution has been served to the System Operator, the authority which issued the installation (or extension) permit, and RAE.*

*Any other cession or substitution is null and void and does not have any effect vis-à-vis the Network Operator, the Ministry of Development and the authority which issued the installation (or extension) permit.*

4. *In case the Producer proceeds with any cession or transfer of the rights provided for in par. 3 case a) herein above to a creditor as securing of the lending for the construction of the plant, the contracting parties agree to not impede and instead to recognize as binding any act or omission of the creditor to be made on account of the Producer and which is provided for in this contract. That act and its consequences shall operate at Producer's favor as if himself had proceeded with that act or omission so that no breach of any contract term would ensue.*
5. *With reference to the above par. 3 case a) should this contract be terminated and the creditor has been granted financial support out of a European Union, national or regional program for the implementation of the works and a generation authorization, the creditor is entitled to enter into a new contract with the Network Operator on the same stipulations with this contract and with a duration equal to the time left for the normal expiration hereof.*
6. *Either of the contracting parties agrees that during all performance time of this contract, in case a written notification has been served by the other party, shall provide a written statement to that other party that this contract has not been modified and is fully in force (or that it has been amended with reference to the amendments) and that no breach has been occurred (or that a breach has been occurred with reference to the nature of the breach).*
7. *The Network Operator acknowledges the validity of the relevant provisions of the Greek laws regarding the cession of rights and therefore acknowledges the relevant rights of the financier as assignee.*

#### **16<sup>th</sup> Term**

##### **Value added tax and other taxes/charges**

*The price provided for in 7<sup>th</sup> term hereof does not include the value-added tax which shall be separately entered on the invoice and shall be paid by the Network Operator. Any other taxes and charges shall be borne by the Producer.*

#### **17<sup>th</sup> Term**

##### **Indemnification of contracting parties for sustained detriment**

1. *Either of the contracting parties shall abstain from any damageable acts and shall reimburse the other party for any direct losses it might be sustained and to the degree these losses were occasioned by acts or omissions of the party held responsible for indemnification (the employed personnel being also included) due to malice or gross negligence.*
2. *The liability of the party held responsible for providing indemnification to the other party shall be reduced in proportion to the degree the act or omission of the party entitled to be granted indemnification has contributed to the occasioning of the damage, bodily injury or property destruction. Further, no party shall be indemnified under this contract for any damage, civil responsibility, bodily injury and destruction occasioned solely by its own negligence or malice.*

#### **18<sup>th</sup> Term**

##### **Settlement of disputes**

1. *The Network Operator and the Producer agree that during all performance time of this contract they will cooperate harmoniously and in a spirit of good faith with the exclusive goal of implementing the scope of this contract.*
2. *Without prejudice to any contrary stipulation of the Power Exchange Code, for the settlement of any disputes that may arise out of the performance of this contract, the Producer may ask for a settlement of his dispute by means of amicable negotiations. In that case the competent management body of the Network Operator sets up an amicable*

***negotiations committee which enters into negotiations with the Producer for the settlement of the dispute. In case it is impossible such a settlement according to the terms put forth herein or an amicable settlement, the issue shall be referred to arbitration according to the rules put forth in the Internal Operation and Management Regulation of the Regulatory Authority for Energy following a consent thereto of the parties. Should not the settlement by arbitration be accepted, it is explicitly agreed that for the settlement the jurisdiction lies with the Athens civil courts.<sup>16</sup>***

3. *It is explicitly agreed that during the time the contracting parties have resorted to amicable negotiations or arbitration the performance of this contract is not suspended.*

### **19<sup>th</sup> Term**

#### **Notifications and Communication**

1. *Official language shall be the Greek and in case of referring for official translation by the Ministry for Foreign Affairs, the relevant cost shall be borne by the Producer. All documents, notes, drawings, letters etc shall be drawn up in the Greek language and the correspondence of the contracting parties shall be carried out in the Greek language.*
2. *The notification of any document sent by either of the contracting parties to the other shall be done as put forth in article 14 of the Power Exchange Code.*
3. *The announcements and communication between the contracting parties shall be done according to the procedure detailed in chapter E of the System Operation Code.*

### **20<sup>th</sup> Term**

#### **Governing laws**

1. *This contract is governed by the Greek laws.*
2. *Upon the signing of this contract the Producer should notify in writing the Network Operator the name of a person as his representative in Athens, called master representative. That person shall also function as process agent (anticletos) and shall be legally authorized to represent the Producer with respect to any matters regarding the performance of this contract and to proceed in his name with the settlement of any differences and disputes that might arise.*
3. *In case the Producer has not his seat in Greece, he should appoint a process agent residing in Greece.*

### **21<sup>st</sup> Term**

#### **Explanatory stipulations**

1. *The terms used in this contract have the meaning ascribed to them in Law 2773/1999, the Network Operation Code approved by virtue of ministerial decision 8989/2001, and the Power Exchange Code approved by virtue of ministerial decision 8988/2001.*
2. *The annulment of any particular stipulation of this contract does not entail an overall annulment hereof.*

*Athens .....*

*The contracting parties*

*For the Public Power Corporation S.A.*

*For the .....*

<sup>16</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

## **CHAPTER G MISCELLANEOUS PROVISIONS**

### **Article 23 Transitional provisions**

1. The validity of the provisions of article 12 hereof lasts until the entering into effect of the joint decision of the ministers of Development and Environment, Physical Planning and Public Works to be issued by delegation of the provisions of article 2 par. 7 of Law 2941/2001.
2. The stipulations put forth herein do not have any effect on the validity of installation, extension and operating permits of plants having been issued according to the preexistent provisions.
3. Applications pending on the date of entering into effect this decision regarding granting of installation or extension plants for locations at which plants are erected for which a generation authorization has been granted in favor of other applicants are shelved.
4. The stipulations of article 9 of ministerial decision 12230/1999 (Official Gazette B 1560) regarding wind farms licensing on the basis of proposals submitted according to the call 2265/21.6.2000 of the Crete Region are applicable with regard to the issue of installation permits and are valid until the issue of the relevant operating permits.
5. Applications pending on the date of entering into effect this decision regarding granting of installation, extension or operating permits cannot be met prior to the issue of the relevant power generation authorization. After the issue of the generation authorization its holder should promptly submit a copy thereof along with a corresponding surveyor's diagram authenticated by the Regulatory Authority for Energy and providing a detailed physical plan of the plant. The basic elements of these applications should be identical with the relevant elements of the generation authorization as provided for in article 3 par. 6 hereof, otherwise these applications are not given further consideration.
6. With reference to applications pending on the date of entering into effect this decision regarding granting of installation or extension permit of plants connected to the System or Network and for which no justified opinion has been delivered nor decision has been issued as provided for in Law 2244/1994, the issue of the generation permit is a precedent for the formulation of the terms of the connection offer. Upon its issue the applicant submits the said permit along with the necessary data for the formulation of the terms of that connection offer as mentioned in section a) of article 5 hereof, as well as an application on the basis of the form provided in the schedule hereto. Prior to their dispatch to the relevant Operator according to the stipulations laid down in article 7 hereof, the licensing authority checks the identification of the relevant data with those of article 3 par. 6 hereof.
7. Until the entering into effect of the Network Operation Code, for the formulation of the terms of the connection offer of a plant with the Network of islands not connected to the mainland system as per article 7 par. 2 hereof, there should be satisfied the requirements applicable to the connection offer according to article 22 par. 5 of ministerial decision 8989/2001 by virtue of which the System Operation Code was approved. Until the entering into force of that Code, deadline for the formulation of the terms of the connection offer is that provided in article 22 par. 4 of ministerial decision 8989/2001.
8. Until the issue of Network Operation Code applicable are the existing specifications of PPC S.A. with regard to the connection of plants to the Network of the islands which are connected to the mainland system.



- 9. With reference to plants for which an installation or extension permit has already been granted according to the pre-existing provisions, the lapse of the validity time of these permits is suspended for the period starting from their issue date until the issue date of the relevant generation authorization. If the installation or extension permit has been issued before 8 December 2000, being the date of entering into effect the ministerial decision 17951/2000, then the lapse of the validity time of these permits is suspended for the period starting from this date until the issue date of the relevant generation authorization.**<sup>17</sup>
10. Until the issue of the generation authorization it is not interrupted the two-month tentative operation, according to the preexisting provisions, of plants for which a relevant application is pending provided that all other operation presuppositions are observed. In that case the price for the power supplied to the System or Network shall be paid after the issue of the generation authorization and the operating permit.
11. With reference to the issue of operating permits of plants which have already been granted an installation or extension permit on the basis of the preexisting provisions, simultaneously with the submission of the application for the issue of the operating permit, it is required the submission, in addition to the supporting documents of article 15, to the licensing authority of a copy of the relevant generation authorization along with a corresponding physical plan authenticated by the Regulatory Authority for Energy and providing a detailed mapping of the plant location. Upon its issuance the holder of a production authorization is under obligation to immediately submit it along with the above diagram should that authorization exist on the date of entering into force this decision. After the submission of the production authorization the licensing authority checks the identification of basic data of the petition for granting an operating permit with the data upon which the production authorization was based according to article 3 par. 6 hereof.
12. With reference to plants for which installation or extensions permits have been granted on the basis of the preexisting provisions for an installed capacity greater than that of the relevant generation authorization, the corresponding power purchase contract of article 21 or 22 hereof and without prejudice to the capacity limits laid down in article 35 of Law 2773/1999, as well as the operating permit shall be referred to the power capacity stated in the generation authorization. Otherwise, the said contract and operating permit shall be referred to the installed capacity of the relevant installation or extension permit.
13. With reference to already concluded contracts by and between PPC S.A. and Producer on the basis of the pre-existing provisions regarding plants connected to the System or the part of the Network that does not include the islands not connected to the mainland system, HTSO S.A. substitutes for PPC S.A. with respect to the rights and obligations arising out of these contracts unless by common consent power purchase contracts are concluded by and between them as put forth in article 21 hereof.

#### **Article 24 Abolished provisions**

1. Upon the entering into effect of this decision the ministerial decisions 8860/1998 (Official Gazette B 502), 2190/1999 (Official Gazette B 120) and 12160/1999 (Official Gazette B 1552) are abolished.

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<sup>17</sup> Text in bold as amended by ministerial decision 10200/2002 (Official Gazette B 902)

2. With reference to power generation plants using renewable energy sources and large-scale hydroelectric plants the ministerial decision 8295/1995 (Official Gazette B 385) is abolished with the exception of the provisions to which reference is made in article 38 par. 2 of Law 2773/1999 regarding the amount of capacity charge of the producers per plant category, ministerial decision 51298/1996 (Official Gazette B 766), and ministerial decision 12230/1999 withstanding the provisions of article 23 par. 4 hereof.
3. Without prejudice to the provisions of Law 2773/1999 as being currently valid and its executive acts, the decisions stated above in par. 2 continue to be applied to the rest plant categories under Law 2244/1994.

### **Article 25**

#### **Entering into effect of this decision**

1. This decision shall enter into effect as from the date of its publication in the Official Gazette.
2. We order the publication of this decision in the Official Gazette.

Athens, 6 February 2002

**The Minister**

**APOSTOLOS – ATHANASIOS TSOCHATZOPOULOS**

**SCHEDULE****PART 1****APPLICATION FORM**

For the issue of permits under Law 2244/1994 according to the regulations of this ministerial decision

Code Number (KA):

A	B	Γ	Δ	E	Z	H				Θ	

<b>1. APPLICANT'S DATA</b>	
<p>1.1. For Natural persons</p> <p>Surname: <input type="text"/></p> <p>Name: <input type="text"/></p> <p>Father's [or mother's] name: <input type="text"/></p> <p><i>Home address</i></p> <p>Street: <input type="text"/></p> <p>Number: <input type="text"/></p> <p>Postal Code: <input type="text"/></p> <p>City: <input type="text"/></p> <p>Telephone number: <input type="text"/></p> <p>Telefax number: <input type="text"/></p> <p>E-mail address: <input type="text"/></p> <p>Identification card No: <input type="text"/></p> <p>Date of issue: <input type="text"/></p> <p>Issuing authority: <input type="text"/></p>	<p>1.2. For Legal entities</p> <p>Name: <input type="text"/></p> <p>Trade name: <input type="text"/></p> <p><i>Seat</i></p> <p>Street: <input type="text"/></p> <p>Number: <input type="text"/></p> <p>Postal Code: <input type="text"/></p> <p>City: <input type="text"/></p> <p>Telephone number: <input type="text"/></p> <p>Telefax number: <input type="text"/></p> <p>E-mail address: <input type="text"/></p> <p><i>Authorized representative data</i></p> <p>Surname: <input type="text"/></p> <p>Name: <input type="text"/></p> <p>Father's [or mother's] name: <input type="text"/></p> <p>Identification card No: <input type="text"/></p> <p>Date of issue: <input type="text"/></p> <p>Issuing authority: <input type="text"/></p>

<b>2. TYPE OF LICENSE FOR ELECTRIC POWER PRODUCTION PLANT</b>	
2.1. Installation permit	<input type="checkbox"/>
2.2. Extension permit	<input type="checkbox"/>
2.3. Renewal of installation or extension permit	<input type="checkbox"/>
2.4. In case of hydroelectric plant, permit to incorporate the water use permission or the unified permission for both water use and project development	<input type="checkbox"/>
2.5. Modification of installation or extension permit	<input type="checkbox"/>
2.6. Operation permit	<input type="checkbox"/>
2.7. Renewal of operation permit	<input type="checkbox"/>
2.8. Modification of operation permit	<input type="checkbox"/>
2.9. Transfer of operation permit	<input type="checkbox"/>

<b>3. PLANT TYPE</b>	
3.1. Wind	<input type="checkbox"/>
3.2. Hydro	<input type="checkbox"/>
3.3. Solar	<input type="checkbox"/>
3.4. Biomass	<input type="checkbox"/>
3.5. Geothermal	<input type="checkbox"/>
3.6. Wave Energy	<input type="checkbox"/>
3.7. Combination of <input type="text"/> and <input type="text"/> (in case of hybrid systems)	<input type="checkbox"/>
3.8. Co-generation from RES using <input type="text"/> and <input type="text"/>	<input type="checkbox"/>

<b>4. CATEGORIES OF POWER PRODUCERS</b>	
4.1. Isolated autoproducer using RES, (connected neither to the System nor to Network)	<input type="checkbox"/>
4.2. Autoproducer using RES, connected to the System or Network	<input type="checkbox"/>
4.3. Producer using RES, connected to the System or Network, being autoproducer for part of the requested capacity	<input type="checkbox"/>
4.4. Producer using RES, not included in the above categories	<input type="checkbox"/>
4.5. Hydroelectric plant of installed capacity more than 10 MW <sub>e</sub>	<input type="checkbox"/>

<b>5. CONNECTION GRID</b>	
5.1. Interconnected System or Network of the Interconnected System	<input type="checkbox"/>
5.2. Network of Non-Interconnected Islands	<input type="checkbox"/>

<b>6. CAPACITY DATA</b>	
6.1. Electrical and thermal capacity of plant	<input type="text"/> <input type="text"/>
6.2. Electrical capacity of plant of case 3.7	<input type="text"/> <input type="text"/>
6.3. Electrical capacity to be licensed for part of autoproduction as in case 4.3.	<input type="text"/>
6.4. Electrical capacity of autoproducer's own consumption	<input type="text"/>

<b>7. TECHNICAL DATA OF PLANT (required for the connection offer)</b>	
7.1. Maximum number of units (generators) which can start simultaneously	<input type="text"/>
7.2. Data of plant's transformer in case no individual transformers are provided for each generation unit	
I. Nominal capacity	<input type="text"/>
II. Winding connection mode	<input type="text"/>
III. Primary voltage (nominal)	<input type="text"/>
IV. Secondary voltage (nominal)	<input type="text"/>
V. Impedance	<input type="text"/>
VII. Grounding resistance and reactance	<input type="text"/> <input type="text"/>
VI. Neutral earthing arrangement	<input type="text"/>

<b>8. GENERATION UNITS TECHNICAL CHARACTERISTICS (as required for the connection offer)</b>			
<b>8.1. <u>General features of generation unit/units</u></b>			
I. Manufacturer	<input style="width: 90%;" type="text"/>	III. Identification number/ numbers of unit/units	<input style="width: 90%;" type="text"/>
II. Type	<input style="width: 90%;" type="text"/>	IV. Technology of unit/units	<input style="width: 90%;" type="text"/>
V. Wind turbine power output control			
Stall	<input style="width: 40%;" type="text"/>	Pitch	<input style="width: 40%;" type="text"/>
VI. Speed control (for wind turbines)			
Constant speed	<input style="width: 40%;" type="text"/>	Variable speed	<input style="width: 40%;" type="text"/>
<b>8.2. <u>Type of generator/generators</u></b>			
I. Synchronous	<input style="width: 40%;" type="text"/>	Asynchronous	<input style="width: 40%;" type="text"/>
		Using power inverter	<input style="width: 40%;" type="text"/>
II. One-phase	<input style="width: 40%;" type="text"/>	Three-phase	<input style="width: 40%;" type="text"/>
III. In case of synchronous generators without power converter:			
Short-circuit ratio	<input style="width: 40%;" type="text"/>	Direct axis synchronous reactance $X_d$	<input style="width: 40%;" type="text"/>
Direct axis transient reactance $X'_d$	<input style="width: 40%;" type="text"/>	Direct axis sub-transient reactance $X''_d$	<input style="width: 40%;" type="text"/>
IV. In case of unit/units with power converter:			
- Pulse width modulation (PWM): Switching frequency, in case of PWM type:	<input style="width: 40%;" type="text"/>	YES	<input style="width: 40%;" type="text"/>
		NO	<input style="width: 40%;" type="text"/>
- Capability of continuous regulation of $\cos\phi$ :		YES	<input style="width: 40%;" type="text"/>
		NO	<input style="width: 40%;" type="text"/>
- Capability of voltage regulation:		YES	<input style="width: 40%;" type="text"/>
		NO	<input style="width: 40%;" type="text"/>
<b>8.3. <u>Generator data</u></b>			
I. Nominal voltage:	<input style="width: 40%;" type="text"/>	II. Nominal power:	<input style="width: 40%;" type="text"/>
III. Max. Instantaneous active power:	<input style="width: 40%;" type="text"/>	IV. Max. active power (continuous operation)	<input style="width: 40%;" type="text"/>
V. Nominal power coefficient ( $\cos\phi$ )	<input style="width: 40%;" type="text"/>	VI. Max. short-circuit power:	<input style="width: 40%;" type="text"/>
VII. Max. inrush current:	<input style="width: 40%;" type="text"/>	VIII. Min. time interval between consequent operations	<input style="width: 40%;" type="text"/>
IX. Reactive power variance/regulation output level:			
- no load	from <input style="width: 40%;" type="text"/>	ind./cap. to <input style="width: 40%;" type="text"/>	ind./cap.
- 50% of nominal	from <input style="width: 40%;" type="text"/>	ind./cap. to <input style="width: 40%;" type="text"/>	ind./cap.
- 100% of nominal	from <input style="width: 40%;" type="text"/>	ind./cap. to <input style="width: 40%;" type="text"/>	ind./cap.
- max value at continuous operation	from <input style="width: 40%;" type="text"/>	ind./cap. to <input style="width: 40%;" type="text"/>	ind./cap.
<b>8.4. <u>Transformer Data</u></b>			
I. Rating (MVA)	<input style="width: 40%;" type="text"/>	II. Winding connection mode:	<input style="width: 40%;" type="text"/>
III. Nominal low voltage	<input style="width: 40%;" type="text"/>	IV. Nominal high voltage	<input style="width: 40%;" type="text"/>
V. Impedance	<input style="width: 40%;" type="text"/>	VI. Earthing resistance and reactance:	<input style="width: 40%;" type="text"/>
VII. Neutral earthing arrangement	<input style="width: 90%;" type="text"/>		

**9. PLANT DATA**

9.1. Estimated cost

9.2. *Geographical data of installation site*

Region:

Department (*nomós*):

Municipality/Community:

Municipal district (ex local government):

Location:

9.3. *Ownership status*

Ownership of private land	<input type="checkbox"/>	Right of use through intermeddling with a public forest expanse:	<input type="checkbox"/>
Hiring of private land	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Concession of state land	<input type="checkbox"/>	<input type="text"/>	

The applicant

.....  
(Signature of authorized representative)

.....  
(Date)

.....  
(City)

## PART 2

### INSTRUCTIONS FOR FILLING IN THE APPLICATION FORM

1. In the field to be filled in and corresponds to the data “*Number*”, “*Date of issue*” and “*Issuing Authority*” of section “*1. APPLICANT’S DATA*” are entered the relevant data of the identity card or passport of the applicant or the authorized representative of the company as the case may be.
2. In cases of applications for issue of installation permit of hydroelectric plants for which have already been granted a water-use permit or a unified water-use and water resources utilization project permit there will be filled in point 2.2 “*Installation Permit*”. In other cases it is filled in point 2.4 “*In case of hydroelectric plant, permit to incorporate the water-use permission or the unified permission for both water use and project development*”.
3. In the first two positions of point 3.7 to be filled in are entered the code numbers of the plant categories (e.g. 3.1. and 3.2.).
4. In the position to be filled in and corresponding to the data “*Municipality/Community*” and “*Municipal district (former local government)*” of section “*9. PLANT DATA*” are entered the relevant names according to Law 2539/1997 (Official Gazette A 244).
5. The thermal capacity to be entered in the second relevant point for co-generation plant using renewable energy source only case 3.8. In other cases there is filled in only the first relevant point by metering the electric capacity of the plant.
6. With reference to the positions of point 6.2 to be filled in, the first corresponds to the installed capacity of the plant stated in the first place of point 3.7 and the second one to the second place of point 3.7, respectively.
7. The data of sections 7. and 8. are entered into in case of connection of the plant to the System or Network. These data are necessary for the formulation of the connection offer by the System or Network Operator.
8. With reference to points VI of sections 7.2. και 8.4. the first place to be filled in corresponds to the value of resistance and the second place to the value of impedance.
9. Point 7.1 refers to plants with more than one generation units.
10. Point 7.2 is not filled in case of plants for which every generation unit is provided with its own transformer. In that case point 8.4 is instead filled in.
11. Section 8 refers to a group of identical generation units. In case the proposed plant is composed of different generation units, the data of section 8 is submitted as many times as the groups of generators sharing common features. (For instance, in case of a wind farm composed of ( $\mu$ ) units with characteristics (X) and ( $\nu$ ) units with characteristics (Y), section 8 is submitted twice, one time for the wind turbines group (X) and one for the group (Y)).
12. In point III of section 8.1. to enter the number of wind turbines designating them according to the electrical one-line diagram of article 5 (par. A, subpar. iii) of this decision. According to the instructions of the previous paragraph in that point are entered the discrete numbers of the generation units only referring to the page to be filled in, i.e. those having common features.
13. In point IV of section 8.1, the category of technology used in the relevant group of generators (e.g. “*wind turbine*”, “*photovoltaic system*”) should be filled in.



14. Point III of section 8.2 is filled in in case the generation unit is equipped with power converter (e.g. variable-speed wind turbines, photovoltaics). It should be indicated whether the power converter is self-commuted using pulse width modulation (PWM) and, in that case, the switching-off frequency (kHz) is given, according to the manufacturer's. Also, there should be made clear whether the unit is provided with means for continuous regulation of the output power factor ( $\cos\phi$ ) during normal operation and automatic regulation of the output voltage in a manner analogous to APT of synchronous generators.
15. In point III of section 8.3, the maximum instantaneous power output of the unit expressed as the mean value lasting less than 1 sec is filled in.
16. In point IV of section 8.3, the maximum value of the power output of the unit at continuous operation expressed as the 10-minute mean value is filled in.
17. The query of point IX of section 8.3 refers to generation units provided with means of  $\cos\phi$  regulation at the output (synchronous generators, power converters). There should be indicated the limits of continuous regulation of the reactive power at the output during the normal operation of the unit for various levels of active power. The designations '*inductive*' and '*capacitance*' have the meaning that the reactive power is absorbed and supplied respectively.
18. In section 8.4 are sought the basic features of the transformers of the generation plants of point III of section 8.1. The filling in of this section is not required for wind turbines with incorporated stepping-up generator and whose testing certificate of article 6 (par. A), subpar. viii) is based on measurements taken at the transformer secondary (network side).
19. In case of operation permit transfer to a new beneficiary according to article 25 par. 5 hereof, the application form is signed by both the previous and the new owner of the plant.
20. Fields A, B, Γ, Δ, E και Z are filled in by the applicant according to Parts 3 and 4 of this annex. Fields H and Θ are filled in by the licensing authority.

## PART 3

## DESCRIPTION AND MODE OF ENTERING CODE NUMBER IN THE APPLICATION FORM

1. Code Number fields:

A	

B

Γ

Δ

E

Z

H					

Θ

## 2. Fields description

- Field A: Enter the code number of the Region in which the department (*nomós*) and the installation and operation area of the plant is located, as put forth in Part 4.
- Field B: Enter the code number of the department (*nomós*) in which the installation and operation area of the plant is located, as put forth in Part 4.
- Field Γ: Enter the code number designating the licensing authority as follows.
  - 1: Ministry of Development
  - 2: Region
- Field Δ: Enter the code number designating the permit type according to the following codified classification
  - 1: Installation permit
  - 2: Extension permit
  - 3: Renewal of installation or extension permit
  - 4: Permit to incorporate in the installation permit the water-use permit or the unified water-use and water-resources exploitation works permit, in case of a hydroelectric plant
  - 5: Modification of installation or extension permit
  - 6: Operation permit
  - 7: Renewal of operation permit
  - 8: Modification of operation permit
- Field E: Enter the code number designating the type of power generation according to the following codified classification
  - 1: Auto-producer using RES, not connected to the System or Network
  - 2: Auto-producer using RES, connected to the System or Network
  - 3: Producer using RES and being for a part of the capacity to be licensed auto-producer connected to the System or Network
  - 4: Producer using RES and not falling in the above categories
  - 5: Producer from a hydroelectric plant with a capacity over 10 MW<sub>e</sub>
- Field Z: To enter the code number designating the plant category under Law 2773/1999 and according to the following codified classification
  - 1: Wind
  - 2: Hydro
  - 3: Solar
  - 4: Biomass
  - 5: Geothermal
  - 6: Energy from the sea
  - 7: Combination of more than one categories
  - 8: Cogeneration using renewable energy sources
- Field H: Registration number of the application (to be filled by the licensing authority).
- Field Θ: Check code number being the successive summing of the digits of the code numbers of all previous fields (to be filled by the licensing authority).

**PART 4**  
**CODES OF REGIONS AND DEPARTMENTS (NOMÓS)**

Region of Eastern Macedonia and Thrace:	01	Region of Central Macedonia:	02
Nomós: Évros:	1	Nomós: Sérres:	1
Rodhópi:	2	Thessaloniki:	2
Xánthi:	3	Chalkidhikí:	3
Dráma:	4	Kilkís:	4
Kavála:	5	Pélla:	5
		Imathía:	6
		Piería:	7
Region of Western Macedonia:	03	Region of Epirus:	04
Nomós: Flórina:	1	Nomós: Ioánnina:	1
Kozáni:	2	Árta:	2
Kastoriá:	3	Thesprotía:	3
Grevená:	4	Préveza:	4
Region of Thessalia:	05	Region of Ionian Islands:	06
Nomós: Lárissa:	1	Nomós: Kérkira:	1
Magnisia:	2	Lefkás:	2
Tríkala:	3	Kefallinía:	3
Kardhítsa:	4	Zákynthos:	4
Region of Western Greece:	07	Region of Central Greece:	08
Nomós: Aitoloakarnanía:	1	Nomós: Fthiótis:	1
Achaïa:	2	Evritanía:	2
Ilía:	3	Fokís:	3
		Voiotía:	4
		Évoia:	5
Region of Attica:	09	Region of Peloponnese:	10
Prefecture: Athens:	1	Nomós: Korinthía:	1
Eastern Attica:	2	Argolís:	2
Western Attica:	3	Arkadía:	3
Piraeus:	4	Messinía:	4
		Lakonía:	5
Region of Northern Aegean:	11	Region of Crete:	13
Nomós: Lésvos:	1	Nomós: Chaniá:	1
Chíos:	2	Réthimnon:	2
Sámos:	3	Heráklion:	3
Region of Southern Aegean:	12	Lassíthi:	4
Nomós: Cyclades:	1		
Dodecanese:	2		