

Febeliec answer to the Elia consultation on the terms and conditions for outage planning agent

Febeliec would like to thank Elia for this consultation on the terms and conditions (T&C) for outage planning agent (OPA).

As a general point, Febeliec would like Elia to clarify the situation for emergency generators, as described in art 2 of the Federal Grid Code. For Febeliec, these should not be subject to these T&C OPA.

As a second general point, Febeliec would like Elia to explicitly mention the consultation of and collaboration with the other relevant system operators (such as public or closed distribution grid operators). Febeliec appreciates the efforts done by Elia to facilitate such steps, but would also like to see this included explicitly in the terms and conditions.

Furthermore, Febeliec wants to state that it has analysed these T&C OPA in light of the current state of discussion in the Elia iCAROS project. Any future (major) evolutions in these discussions with respect to the scope of information exchange will according to Febeliec have to be considered in a new consultation of the stakeholders on these T&C OPA as well as all other related documents, after discussion with the stakeholders in the relevant for a within the Users' Group of Elia.

One of the major elements for Febeliec related to the comment above is related to the scope of technical units that are subject to these T&C OPA, currently defined as those power generation modules that are currently subject to the CIPU contract as well as those that would voluntarily want to exchange information according to these T&C OPA. Except for the latter, which would be on a voluntary basis and with knowledge of all the consequences¹, the current impact of this version of the T&C OPA would thus be limited and remain at the BRPs that are currently already performing the information exchange on these units towards Elia. Febeliec appreciates that demand facilities are currently considered out of scope of these T&C OPA, as the discussion for these facilities and all the implications is still on-going within the iCAROS project

On the translations of these T&C OPA that are consulted upon in English towards French and Dutch, Febeliec wants to urge Elia to do a very thorough check of these translations, as experiences in the past have shown some concerns on proposed translations (e.g. Federal Grid Code). Febeliec wants to stress that the responsibility for any mistakes in translations is solely the responsibility of Elia and urges CREG to clearly validate the proposed translations.

On the contract itself, Febeliec regrets that Part I (General Conditions) is lacking, as this makes it very difficult to get a full grasp on the scope of this contract. These General Conditions are subject of a separate public consultation, but the final General Conditions resulting from that consultation are not yet known. Febeliec refers to its preliminary comments to that consultation. In any case, Febeliec reserves itself the right to come back on this contract and its content once the final General Conditions will be known.

On the definitions, Febeliec would propose not to use an exhaustive list of electrical zones (which would imply updating these rules as well as all other regulatory documents where this definition is used in case of modification) but rather refer to a methodology for defining these zones.

On the remuneration described in the contract, Febeliec strongly supports the criteria for the acceptability of costs, more precisely reasonable, demonstrable and directly related to the request, in order to limit the cost of the system.

Febeliec would also like to draw the attention of Elia to the situation of generation facilities covered by a shared energy responsibility (2 BRPs). In order to cover these cases, Elia should more explicitly indicate which of both BRPs is subject to the specific obligations throughout the document.

¹ Febeliec would like to urge Elia to make a full list of all consequences, also those related to the participation to balancing products, in order to guarantee that all involved or interested parties are aware of the full list of consequences. Such list should be made available publicly on the Elia website on all relevant pages.

Whereas (9) indicates that the owner of a Technical Unit needs to appoint both an OPA and SA, yet whereas (10) indicates that it is the BRP that shall fulfil both roles. Febeliec understands that the latter is the situation for this version of the document, referring to the transition period, but this should then either explicitly be mentioned or whereas (9) should be removed.

Whereas (10) indicates that the role of OPA and SA has to be taken up by the BRP responsible for the Access Point. However, in the Federal Grid Code this is defined as the access point to the transmission grid. In case of a production-unit connected to a CDS, this does not necessarily refer to the correct BRP.

Elia refers in the document (whereas 10) to the *“BRP in charge of the Access Point with which the Technical Unit is connected to the transmission grid or connected to the transmission grid through a CDSO”*. Febeliec suggests to modify the wording slightly to *“connected to a CDS that is connected to the transmission grid”*. Moreover, in the context of OPA, this reasoning is not a correct identification of the BRP that should fulfil the OPA obligations for a generation unit in a CDS. It would rather be advisable to state *“BRP verantwoordelijk voor de Evenwichtspereimeter waaraan het Injectiepunt is toegewezen met uitzondering van een Gedeelde Injectie waar de BRP verantwoordelijk voor de energie-opvolging van de productie-eenheid de rol van OPA zal opnemen”*.

Febeliec is concerned that while the document indicates a hierarchy of data, with data from OPA being prioritised over data from SA in case of inconsistency, it also stipulates that Elia can modify data for both, which creates an ambiguity that should be resolved.

Febeliec invites Elia to make more clear and explicit (e.g. Art. II.5 or the articles describing the various procedures) which data needs to be delivered throughout each of the procedures (e.g. not only the status but also Pmin and Pmax).

With respect to for example Art.II.10.1 and Art.II.10.4 , the document seems to contain inconsistencies on the granularity of data (15 min versus hour).

In Art.II.12.2, Febeliec thinks that *“installed capacity”* should be revised to *“installed generation capacity”*.

In Art.II.12.5, Febeliec thinks that the *“Available”* status is omitted and wonders whether this was purposefully done.

As also stated during the workshop, the document does not clearly indicate what has to be done in case a status that was imposed by Elia is impossible to achieve and/or maintain for a generation facility (e.g. Art.II.10.4, what if the Technical Unit is unavailable when Elia imposes Ready-to-Run Reserved)

With respect to the Annexes, Febeliec wonders whether annexes 7, 8 and 10 should not rather be part of the BRP or SA contracts instead of OPA.

Febeliec answer to the Elia consultation on the terms and conditions scheduling agent

Febeliec would like to thank Elia for this consultation on the terms and conditions (T&C) for scheduling agent (SA).

As a general point, Febeliec would like Elia to clarify the situation for emergency generators, as described in art 2 of the Federal Grid Code. For Febeliec, these should not be subject to these T&C SA.

As a second general point, Febeliec would like Elia to explicitly mention the consultation of and collaboration with the other relevant system operators (such as public or closed distribution grid operators). Febeliec appreciates the efforts done by Elia to facilitate such steps, but would also like to see this included explicitly in the terms and conditions.

Furthermore, Febeliec wants to state that it has analysed these T&C SA in light of the current state of discussion in the Elia iCAROS project. Any future (major) evolutions in these discussions with respect to the scope of information exchange will according to Febeliec have to be considered in a new consultation of the stakeholders on these T&C SA as well as all other related documents, after discussion with the stakeholders in the relevant for a within the Users' Group of Elia.

One of the major elements for Febeliec related to the comment above is related to the scope of technical units that are subject to these T&C SA, currently defined as those power generation modules that are currently subject to the CIPU contract as well as those that would voluntarily want to exchange information according to these T&C OPA. Except for the latter, which would be on a voluntary basis and with knowledge of all the consequences¹, the current impact of this version of the T&C SA would thus be limited and remain at the BRPs that are currently already performing the information exchange on these units towards Elia. Febeliec however remains with questions with respect to the impact for demand facilities delivering demand response services and to which these are subject to these T&C. Febeliec would strongly urge Elia to make clear how these units are impacted (e.g. in case of delivering services in the balancing market or strategic reserve) and to what extent these facilities would have new or modified obligations to comply with.

On the translations of these T&C SA that are consulted upon in English towards French and Dutch, Febeliec wants to urge Elia to do a very thorough check of these translations, as experiences in the past have shown some concerns on proposed translations (e.g. Federal Grid Code). Febeliec wants to stress that the responsibility for any mistakes in translations is solely the responsibility of Elia and urges CREG to clearly validate the proposed translations.

On the contract itself, Febeliec regrets that Part I (General Conditions) is lacking, as this makes it very difficult to get a full grasp on the scope of this contract. These General Conditions are subject of a separate public consultation, but the final General Conditions resulting from that consultation are not yet known. Febeliec refers to its preliminary comments to that consultation. In any case, Febeliec reserves itself the right to come back on this contract and its content once the final General Conditions will be known.

On the definitions, Febeliec would propose not to use an exhaustive list of electrical zones (which would imply updating these rules as well as all other regulatory documents where this definition is used in case of modification) but rather refer to a methodology for defining these zones.

Febeliec also wonders why the contract includes a wide range of specificities for offshore power park modules and would like Elia to provide a clarification for this specific treatment.

On the remuneration described in the contract, Febeliec strongly supports the criteria for the acceptability of costs, more precisely reasonable, demonstrable and directly related to the request, in order to limit the cost of the system.

¹ Febeliec would like to urge Elia to make a full list of all consequences, also those related to the participation to balancing products, in order to guarantee that all involved or interested parties are aware of the full list of consequences. Such list should be made available publicly on the Elia website on all relevant pages.

Febeliec would also like to draw the attention of Elia to the situation of generation facilities covered by a shared energy responsibility (2 BRPs). In order to cover these cases, Elia should more explicitly indicate which of both BRPs is subject to the specific obligations throughout the document.

Whereas (9) indicates that the owner of a Technical Unit needs to appoint both an OPA and SA, yet whereas (10) indicates that it is the BRP that shall fulfil both roles. Febeliec understands that the latter is the situation for this version of the document, referring to the transition period, but this should then either explicitly be mentioned or whereas (9) should be removed.

Whereas (10) indicates that the role of OPA and SA has to be taken up by the BRP responsible for the Access Point. However, in the Federal Grid Code this is defined as the access point to the transmission grid. In case of a production-unit connected to a CDS, this does not necessarily refer to the correct BRP.

Elia refers in the document (whereas 10) to the *“BRP in charge of the Access Point with which the Technical Unit is connected to the transmission grid or connected to the transmission grid through a CDSO”*. Febeliec suggests to modify the wording slightly to *“connected to a CDS that is connected to the transmission grid”*.

Febeliec is concerned that while the document indicates a hierarchy of data, with data from OPA being prioritised over data from SA in case of inconsistency, it also stipulates that Elia can modify data for both, which creates an ambiguity that should be resolved.

Febeliec asks Elia to revise Art.II.4.2, as the article does not take into account the specific situation of a unit connected to a CDS.

With respect to Art.II.5.4, Elia refers to the net injection. This is not clear for Febeliec and should be made more explicit; in case Elia envisages to obtain a forecast with respect to net injections on the Elia grid, this will not be feasible in a CDS context.

In Art.II.6.4, Febeliec surmises that Elia with *“generated peak power”* actually refers to *“peak power generation”* and would ask Elia to modify the sentence accordingly.

In Art.II.9.4 b), Elia mentions *“day-ahead prices”*. Febeliec would like Elia to clarify that it refers to the Bid Prices communicated in the day-ahead timeframe and not day-ahead market prices (if this is the intention of Elia, otherwise it should be explained what is meant here).

In Art.II.10.5, Febeliec would like Elia to clarify what it means with *“During day D”*. Does this refer to the exploitation procedure in day D? If not, the reference to *“Instructions”* is new and it should then be clarified when such instruction would be sent in the different procedures.

Art.II.13.3 mentions that the communication is conducted by electronic messages, but is also confirmed by phone *“if necessary”*. Febeliec would like Elia to clarify for which situations the latter would be required.

Febeliec answer to the Elia consultation on the rules for coordination and congestion management

Febeliec would like to thank Elia for this consultation on the rules for coordination and congestion management.

Febeliec takes note that the scope for these rules are those technical units that are subject to the terms and conditions for outage planning agent and scheduling agent. Febeliec can support this approach in the framework of the terms and conditions for outage planning agent and scheduling agent that are consulted in parallel with this consultation on rules for coordination and congestion management. Febeliec however wants to point out that it will be essential to consult again on these rules for coordination and congestion management in the future, when those terms and conditions will be modified, in order to make sure that all aspects are aligned.

On the definitions, Febeliec only has two minor comments on definition 4 (conditional outage) where the numbering of the second bullet has disappeared and where “consequence towards the terrain” should be reformulated as the scope is presumably not geographical, as well as a comment on definition 19 (electrical zones), where Febeliec would propose not to use an exhaustive list of zones (which would imply updating these rules as well as all other regulatory documents where this definition is used in case of modification) but rather refer to a methodology for defining these zones.

On article 5, Febeliec would like to stress that this should be linked to the coordinability of these units, as some might be only limited or not at all coordinable (e.g. process-driven generators, cogenerators, ...). This comment also applies to article 7, where requests can only be honoured if technically feasible (and does not create a safety concern for the concerned installations). In any case, Febeliec appreciates that in article 5, but also throughout the document, the criterion of execution at lowest cost is applied by Elia in the selection process.

On article 10, point 2.a.ii, Febeliec would like Elia to clarify where the information on the possibilities for topological modifications and/or tap changes of PSTs can be found, as it is currently unclear which means Elia has in its arsenal in this context.

On article 14.4, Febeliec would like Elia to clarify the last sentence, as activation will have to be done at the same time, whereas selection of the compensation bids can happen at different moments.