Feedback on public consultation on the General Framework Agreement for the Tertiary Control Non-Reserved Power

- TeaMWise

General

We welcome the possibility to use non-CIPU units to offer non-reserved tertiary control power to Elia via the BidLadder project, and believe Elia is making good and rapid progress on this matter. We do however have some feedback, as indicated in the below paragraphs.

DSO access

As mentioned above, we support the project. We however urge for an opening of the BidLadder to DSO level as soon as possible.

Perhaps DSO access could in fact already be supported, in case a Joint Arrangement exists between the Provider, the Provider ARP, and ARP and Supplier of the DSO Delivery Point, similar to the proposed agreement for TSO Delivery Points. It seems that the same checks and procedures could in such cases be used as for the TSO Delivery Points with such Joint Arrangement.

Especially since no ToE will be implemented, DSO access would make it possible to provide the necessary liquidity to the BidLadder.

In fact, §7.5 of Elia's proposed "functioning rules for the compensation of quarter-hourly imbalances", about which CREG recently consulted, doesn't seem to exclude DSO Delivery Points. The only conditions mentioned there are that the Provider is itself the ARP and Supplier of the Delivery Point, or that he has an agreement with all involved parties. No exclusivity is given to TSO access points.

If, as required in §3.8 (3rd bullet), only Delivery Points that are already prequalified for reserved R3 would be allowed to participate, the concerned DSO would have already agreed to the participation of those delivery points to similar services offered to Elia.

In absence of the possibility to use DSO Delivery Points, the threshold for the APP service (currently 25 MW) could be lowered and non-CIPU units could be allowed to participate.

Point-by-point feedback

- The definition of "Delivery Point" should be altered in line with the above feedback about DSO access. The definition shouldn't be exclusive for Access Points connected to the Elia Grid or a CDS, and should be open to DSO clients.

- Bullet three of §3.8 (page 11) seems too strict. It's unclear why, if the Provider wants to offer to the BidLadder while also providing reserved Tertiary Control, all BidLadder Delivery Points also need to be contained in a GFA for reserved R3, and thus be prequalified for it. Why would a Delivery Point that would never be used as reserved

R3, and only for the BidLadder, need such R3 prequalification, as a prequalification procedure exits for the BidLadder?

An exception could be foreseen if this would allow DSO access: to ensure DSO approval, the existing prequalification procedure for reserved R3 could be used for DSO Delivery Points, which would justify the above requirement for those delivery points only.

- Bullet eight of §3.8 (page 11) contains a typo: it says Sumbetering, instead of Submetering.

- §5.6 indicates that over-delivery will constitute a failed activation. This isn't in line with the principles of reactive balancing: why would an ARP be allowed to have an imbalance that helps to restore system balance on all access points in its portfolio, expect for those access points that have been involved in a BidLadder activation, where over-delivery would also help to restore system balance?

  We refer to the point about over-delivery in combination with ToE that we made in the consultation from September 2016 about the BidLadder concept, and stress that (although we still support that position) we don't want to reopen that discussion. The above point is valid for access points within the portfolio of the Provider ARP.

- The last sentence of §6.5 allows Elia to exclude the Provider from the bidding procedure, in case intentional falsification of data is proven. Elia should indeed have the right to act firmly in such cases, but shouldn't punish the Provider for any intentional falsification committed by a Grid User. This could be clarified.

- The list in §9.2 only has one bullet. Are bullets missing? If not, removing the bullet might improve readability and ease of understanding.

- Annex 2B requires the Provider to meet certain criteria, such as having a secure and redundant communication channel. The criteria in this annex differ from the criteria of the GFA R3, while the aim is probably the same. We suggest that Elia copy the requirements from the GFA R3 where possible, to maximize harmonization between both specifications.

Thank you for considering our feedback.

Best regards,
-TeaMWise