

FEBELIEC ANSWER TO THE FORMAL CONSULTATIONS OF ELIA REGARDING THE DRAFT PROPOSALS FOR THE CONTRACT OF THE BALANCING RESPONSIBLE PARTY (THE BRP CONTRACT) AND THE CONTRACTS OF THE BALANCING SERVICE PROVIDERS (THE BSP CONTRACTS)

Introduction

Febeliec would like to thank Elia for this consultation on the draft proposals for the BRP contract and the BSP contracts. Febeliec appreciates that Elia (to a large extent) has reused parts of existing contracts and product specifications by merely rearranging them in the contracts and terms and condition documents that are currently under consultation.

For this consultation, Febeliec will make a range of general comments, relevant for all documents, as well some more punctual comments to some of the documents. Febeliec has been involved in the discussions on these documents in the Elia working groups, workshops and meetings and the topics covered in them. Febeliec is confident that the proposed contracts judiciously reflect the consensus and sometimes compromises with respect to the modifications as compared to the current situation reached throughout the discussions on these matters.

General comments

With respect to the definitions, Febeliec would like Elia to crosscheck and align all definitions in all the documents under consultation, and especially with the definitions in the final draft version of the Federal Grid Code (FGC) that will be submitted mid of May 2018 to the FPS Economy. Febeliec (as well as other stakeholders) have voiced many comments to those definitions and as a result, Febeliec wants to have a concise alignment between the definitions in the FGC and those in these BRP and BSP contracts. Febeliec notices that some concepts defined in the FGC have been reintroduced in these documents but with other descriptions as in the FGC, which does not increase the readability and might even lead to confusion as it might be unclear which definition to apply. Moreover, with respect to specific definitions and notwithstanding the above comments, Febeliec would like to draw attention to those of:

-) “CDS-toegangspunt”, where replacing this by “Achterliggend CDS-toegangspunt” might increase readability
-) “Gebruiker van het Gesloten Distributienet”, where replacing this by “Achterliggende Gebruiker van het Gesloten Distributienet” might increase readability
-) “Gesloten Distributienet”, where Elia refers to only those grids connected to the Elia grid, whereas this is not in line with the definition hereof in the FGC. Febeliec does not understand why all the definitions and concepts related to Closed Distribution Grids have not been brought in line with the discussions and texts as elaborated in the working groups and the text proposal of the FGC (and the comments on the consultation on the draft FGC made by the stakeholders).
-) “Dossier Volumes”: The reference to this concept has been (or should have been, as far as Febeliec can still follow) removed in the FGC, as the European concept, scope and name for this analysis has now changed. This definition should thus be brought in line with the FGC and the European legislation on this topic.
-) “Grid Codes”, where Elia only refers to the FGC and the Regional Grid Codes, but not towards European Grid Codes, even though the latter arguably have even more impact and in many cases are directly applicable to Belgian Grid Users, without any intervention of Belgian legislation.
-) “Distribution Grid”, where Elia refers in its definition to only the public distribution grids, although European legislation makes no distinction between closed and public distribution grids. As such, Febeliec urges Elia to make a clear distinction in its documents between both by always referring to *public* and/or *closed* distribution grids explicitly and especially if only one of both types is referred to. The same applies when Elia refers to DSO, as European legislation ranks CDSOs to be DSOs, and thus Elia should always make a clear distinction between public DSOs¹ and CDSOs.

In general, Febeliec would like to refer explicitly to all its comments made in the scope of the consultation on the draft FGC and would like Elia to align all documents in this consultation with the final version of the FGC². Febeliec would also like to refer explicitly to the numerous comments it has made on the BRP contract and the balancing products of Elia during the meetings of the working group Balancing of Elia as well as numerous task forces, multilateral and bilateral

¹ For example also with respect to the reference to the BSP-DSO contract, which only refers to public DSOs

² For example also with all the references to Force Majeure, confidentiality, real-time communication, ...

meetings, consultations, etcetera. In many occasions, the comments of Febeliec were discarded by Elia and/or the CREG, but Febeliec insists on the on-going validity of its comments and with its answer to this consultation, Febeliec does not, explicitly nor implicitly, accept all the proposals of Elia and/or CREG that are not in line with the comments made by Febeliec in the past³. Febeliec for example also deplores that certain documents, such as notably the BRP contract, refer to concepts that have only been very summarily discussed (e.g. system defence plan and restoration plan) and only receive a placeholder in the FGC. For Febeliec, it is, just as noted in the comments on the draft FGC, very difficult to validate any reference to concepts that have not been discussed.

For all the documents under consultation, Febeliec reserves the right to change its position as discussions on products and concepts evolve within Elia working groups or are finally started. Febeliec sees the consultation at hand as only a first (albeit important) step and not as a final point, and believes that the documents currently under consultation will have to evolve multiple times in the near future in order to reflect the changes discussed both on the European and Belgian/regional level.

Specific comments

BRP Contract

-) Febeliec does not understand why on p3⁴ Elia has added “*De Partijen begrijpen dat dit BRP Contract geen contract is dat de BRP toegang geeft tot het Elia net*”, as indeed this contract is not the Access Contract, but it should give in the BRP some type of access to the Elia Grid.
-) With respect to point 15.2, Febeliec regrets that Elia makes a distinction between BRPs linked to an FSP and those not linked to an FSP with respect to the possibility to deviate in real-time from the general objective of maintaining the balance of its balancing perimeter, as this erodes the level-playing field so often mentioned by for example FEBEG and creates a discrimination.
-) With respect to point 19.7, Febeliec believes and hopes that this point will still evolve in the future as Transfer of Energy will be made available for an increasing number of balancing (and other) products (even though Febeliec sometimes deplores that Elia is not more ambitious for some elements related to Transfer of Energy). Febeliec especially regrets that point 19.7.1.b is not yet in line with ToE stipulations, as this makes a real comparison in a merit order of non-reserved capacity for tertiary reserves of non-CIPU units. The same applies for 19.7.3 where no correction is done in case of activation of the Strategic Demand Reserve.
-) With respect to point 25.1, Febeliec takes note that Elia states that for both planned and unplanned unavailability of the E-nomination system and/or the Intraday allocation will not lead to any compensation, but Febeliec does not agree insofar Elia can influence the probability and number of occurrences of such unavailability. Febeliec would propose a follow-up of such unavailabilities and any decision on compensation to the competent authority.

Contract for Frequency Containment Reserve (FCR) Service

-) Febeliec notes in point 4.2 that this contract terminates on December 31st 2021 and wonders why such final date has been included per default.

Terms and Conditions for the FCR Service by CIPU Technical Units

-) With respect to Annex 16, Febeliec regrets the lack of accuracy of Elia in verification of its proposal, as this annex for CIPU technical units mentions non-CIPU technical units in the text. Febeliec is confident that Elia will correct this error, but hopes that there are not too many of such errors spread throughout the documents under consultation.

Terms and Conditions for the FCR Service by non-CIPU Technical Units

Contract for Secondary Control Service

³ For example but not limited to combination of products on delivery points, measurement validation, CDS-related topics, availability testing, simulation testing, remuneration, consistency checks, pooling of resources, bid sizes, merit order activation of products, pre-qualification criteria, penalties, ramp rates, ...

⁴ All page references refer to either the Dutch version of the documents (if both a Dutch and French version exist) or the English version (if such version exists)

Terms and Conditions for Secondary Control Service by CIPU Technical Units

-) On p3, Elia has twice the definition of “Confirmed Transfer of Obligation”
-) Febeliec regrets that there is still no possibility for non-CIPU units to deliver secondary control services to Elia and hopes that such service will soon be made available, as tests and pilots have been conducted in the past years to validate the possibility for such units to deliver the service. For Febeliec, this should increase competition and should thus result in a lower overall system cost to the benefit of all grid users.

Contract for Tertiary Control Service

Terms and Conditions for Tertiary Control by CIPU Technical Units

Terms and Conditions for Tertiary Control by non-CIPU Technical Units

Terms and Conditions for the R3 Non-Reserved Service by non-CIPU technical Units

Terms and Conditions for the Tertiary Control non-Reserved Service by CIPU Technical Units