

Febeliec answer to the Elia consultation on framework of the Network Code Emergency and Restoration

Febeliec would like to thank Elia for the public consultation regarding the rules for suspension and restoration of market activities and specific rules for the settlement of imbalances and balancing energy during the period of market suspension as well as the terms and conditions to act as restoration service provider.

With respect to the **rules for suspension and restoration of market activities and specific rules for the settlement of imbalances and balancing energy during the period of market suspension**, Febeliec would like to make following comments:

- Febeliec thanks Elia for the interesting discussions on this topic during several working groups, but still has a number of issues that will require clarification. Nevertheless, Febeliec would like to thank Elia for the improvements that were made as compared to the very first proposal and for the extensive work that has been done in the meantime.
- On Art 2, Elia refers to the CIPU-contract. Febeliec understands this under the current framework, but wonders how this will be handled when the iCAROS project will have concluded and what would be the implications. Febeliec asks that this topic is also taken into account during the discussions on iCAROS. Even though the likelihood of the need for these procedures is (hopefully) low, the implications could be very big and should thus not be neglected during the discussions.
- Art 5, point 1, elia refers to the “relevant parties”. Which parties does Elia intend with this? Only the parties under Art4, point 2 or all stakeholders or grid users or another list? It would be good to have a clearer indication of the involved parties here.
- Art 6 point 3, the same comment as above for ‘different stakeholders’: which stakeholders are included or excluded here?
- Art 6, point 4, Elia refers to ‘other system operators’, could Elia clarify which system operators are all included and also explicitly indicate whether or not CDSOs are also intended here. In the same point, Elia also refers to “loads”, but it is unclear what loads would have to do during TSO controlled Dispatch, and whether Elia means here that loads have to follow a certain set point (or alternatively, what is meant); the sentence is not clearly constructed on this point, from a language point of view, and needs thus clarification as different interpretations could be given. In any case, Elia should indicate whether it is the intention to make arrangements in advance or ad hoc.
- Art7 point 3, Elia should clarify whether CDSOs are also intended here. For clarity reasons, Febeliec would like to ask Elia to either always state explicitly DSOs and CDSOs or alternative state in general that whenever the terminology DSO is used this always includes CDSO unless explicitly mentioned differently.
- Art 10, point 3: Elia mentions that communication messages will continue to be sent out by the NEMOs “and/or” the concerned TSOS. For Febeliec, messages should be sent out by both, as during any emergency there can never be too many communication channels in order to insure that every concerned party has received the information. On point 5, Febeliec appreciates that Elia mentions “at least those parties directly participating” but would prefer that Elia tries to include all (interested) stakeholders (e.g. via an opt in system). In point 6, Elia mentions a pre-registration, when will this be done, who will be contacted and how will this be done?
- On Art 12, Febeliec agrees with Elia that a restoration tariff needs to be chosen, but wonders why Elia has opted to go for the average of day-ahead prices Belpex Spot the last 28 calendar days. On point 6, Febeliec also wonders whether CDSOs are also intended and if so, which specific allocation procedures need to be applied and how such procedures would be determined. On point 7, Febeliec does not understand why Elia chooses to take the maximum of the two options for the remuneration of the BRP, especially since this cost will have to be payed by the grid users and thus mostly by the consumers. Febeliec would like to get a clear analysis and clarification of Elia on its choice in this matter, with an impact assessment of the additional cost resulting from this choice. Moreover, on point 8, Febeliec does not understand why this needs to be covered by the transmission tariffs and not for example explicitly be covered by the imbalance tariffs.
- On Art 15, point 1b, Febeliec wonders whether there will be transparent upfront and ad hoc (in case of activation) communications on the bilateral contractual arrangements and more specific on the financial cost implications.

With respect to the **terms and conditions to act as restoration service provider**, Febeliec would like to make following comments:

- In section 2, Elia refers to the CIPU contract, but what with all units that do not fall under a CIPU contract, especially since the service will now also possible be offered by groups of generating units, of which not all necessarily fall under CIPU. Moreover, how will this be handled under iCAROS in the future?
- On the last paragraph of section 2 on p5, Febeliec wonders whether this information is supposed to be part of the Terms and Conditions. Febeliec does not contest the information, but does not believe this has its place in this regulatory document, as it also could limit flexibility towards future contracting.
- In section 3.7 paragraphs 2 and 3, Elia takes 2PM as a parameter to define whether a generator should pay for a full day of outage or not. Febeliec wonders why this criterion is chosen and if this should be based on the timing of day-ahead market clearing, whether it would not be better to refer to that in a relative way instead of introducing a fixed point in time. More in general, Febeliec does not understand why any distinction based on time should be added; if a generator is not available, he is not available and should not get a remuneration, independent of the time during the day.
- On section 7.3, Febeliec takes note of the modifications made by Elia compared to the current mechanisms, but wonders why Elia for example only applies the reimbursement of 1 month (~8,3%) with an unavailability of 20 to 29%, 2 months (~16,7%) for 30 to 39% unavailability and only 3 months (25%) for any unavailability lower than 60% (so even only 3 months penalty for an availability of 25%!). Moreover, why are no clauses there for the block between 81 and 100%?
- In section 9.1, Elia refers to Art11 of the General Terms and Conditions, but it is unclear to which document Elia exactly refers. It would be good to clearly indicate which document is concerned here. This also relates to the abovementioned comments on CIPU.