



Consultation report on the T&C Restoration Service Providers

Market Development

20/12/2019

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Introduction

In accordance with article 7 of the Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (NC ER), Elia organized a formal public consultation on a new proposal of the Terms and Conditions to act as Restoration Service provider (T&C RSP). A first version of these T&C had been submitted to the CREG on the 18th of December 2018 as required by article 4(4) of the NC ER, after a public consultation held in October 2018.

Elia publicly consulted a revised version of the T&C RSP from the 14th of October 2019 to the 21th of November 2019 in order to gather feedback from the market players. The documents under consultation can be found on [the Elia website](#)

Elia received feedback on the T&C RSP from the following stakeholders:

- Febeliec
- Febeg

All non-confidential received feedback can be consulted on Elia's website.

This consultation report consolidates the contributions received and provides Elia's response to the comments made.

The contributions are explained in detail below.

Stakeholders contributions

Stakeholder	General feedback
FEBELIEC	On the terms and conditions for restoration service providers, Febeliec wants to refer to its comments on the general conditions, which were the subject of a different public consultation yet are also relevant related to this consultation.
Answer Elia – No change to the T&C RSP	
<p>Elia confirms that these comments were duly taken into account and would like to refer to her answer provided in the public consultation on the General Conditions: "<i>Elia understands the concerns of Febeliec with respect to the separate consultation of different parts of a same contract. However, Elia underlines that:</i></p> <ul style="list-style-type: none"> ➤ <i>The process was proposed to the CREG, as it would guarantee consistency of the general conditions among all the cited T&Cs. The general conditions are de facto general and can be analysed on their own.</i> ➤ <i>A differentiation of the general conditions per T&C is not excluded if the need should be identified. All amendments to the general conditions will be consulted with the stakeholders and follow an approval procedure by the regulator. "</i> 	

Stakeholder	General feedback
FEBELIEC	Febeliec also wants to stress the importance of a good design, in order to foster sufficient competition while guaranteeing the availability of restoration services such as black start, and this all in order to limit the cost for the grid users
Answer Elia - No Change to the T&C BRP	
<p>Elia agrees with Febeliec regarding the importance of a good design and proposed developments of the restoration services considering, among others, stakeholder's feedback while taking into account the specific characteristics required to efficiently contribute to the restoration plan (technical specifications, geographical repartition...). Elia refers to the RSP design note consulted and published in 2018 for more information about the evolution of the restoration services.</p>	

Stakeholder	Definitions
FEBELIEC	On the content of the document, Febeliec would like Elia to revise the definition of electrical zones, excluding the exhaustive list, in order to avoid to have to go through a complete revision of all documents containing this definition at any modification of the delineation of the electrical zones (this comment was also already made in the course of numerous other consultations).
Answer Elia – Change to the T&C RSP	
<p>This remark was already received in other consultations (T&C SA/OPA) and, as already answered in those consultations, Elia will adapt the definition in order to refer to the electrical zones as defined in the Rules for Coordination and Congestion Management. Consequently, only the definition in the coordination rules would be impacted in case of modification of the electrical zones.</p> <p>Nevertheless, Elia wants to remark that a change of the electrical zones could potentially have an impact on the restoration plan and thereby on the Annex 5 of the RSP contract which is about the geographic distribution of the Restoration Facilities.</p>	

Stakeholder	Definitions
FEPEG	The Black Start service is currently the only restoration service contracted by Elia, but it could evolve in the future. It would be clearer to speak about 'Black Start Restoration Facilities' instead of 'Restoration Facilities'.
Answer Elia - Change to the T&C RSP	
<p>Restoration facility is the generic term for all restoration services that is used to make a futureproof contract in case other restoration services would be available in the future as requested by the CREG in its decision (B)1928.</p> <p>However, Elia agrees to follow FEPEG's comment and introduce the notion of 'Black Start (BS) Restoration Facility' in the part II of the contract (which is about Black Start) for clarity reasons.</p>	

Stakeholder	Art. II.2.1
FEPEG	<p>In case the RSP is the BRP, <i>“the entry into force shall be predicated upon prior signature by the RSP (or another party appointed by the Grid User with which the RSP has an agreement as per template in Annex 6) of the CIPU Contract”</i>. Annex 6 concerns the designation by the Grid User of the RSP, the reference to this annex is confusing and should be removed</p>
Answer Elia - Change to the T&C RSP	
<p>This part of Art. II.2.1 means that the entry into force of the RSP contract shall be predicated upon prior signature of the CIPU contract:</p> <ul style="list-style-type: none"> • Either by the RSP itself if the RSP is the CIPU contract holder (note in the first phase of the Icaros project the CIPU contract holder is also the BRP, but it is foreseen that those roles are split in the future) • Or by another party appointed by the Grid User as CIPU contract holder. <p>Elia agrees with FEPEGs comment and will clarify the sentence to avoid confusion.</p>	

Stakeholder	Art. II.2.2
FEPEG	<p><i>“... after the end of the temporary closure...”</i> : we think it should be <i>“... after the day of the temporary closure...”</i></p>
Answer Elia - Change to the T&C RSP	
<p>Elia confirms that the proposed text correctly refers to the end of the temporary closure. When a facility is mothballed/closed in agreement with the dispositions of the Electricity law it can by definition not provide any ancillary service during this period of closure: the contract is therefore either stopped or suspended.</p> <p>The sentence Fepeg comments refers to a theoretical situation where Elia could request, in case of temporary closure, a suspension of the contract during the temporary closure and a re-activation of it for the remaining term of the contract when the temporary closure is terminated. This is without prejudice of Art. II.2.3. which concerns the period of temporary closure itself and which specifies that a unit participating to SR can also provide Black-Start Service.</p> <p>The elements related to the temporary closure will be clarified in the article II.2.2 and some clarifications will also be provided in article II.2.3.</p>	

Stakeholder	Art. II.3.3 (5)
FEPEG	Can Elia confirm that it is not required for Black Start Restoration Facilities to be able to operate up to 52 Hz (but only to be able to maintain the frequency of the island in the range 49-52 Hz), as this is not required by the NC RfG (requirement up to 51,5 Hz) and would increase significantly the costs for new units
Answer Elia - Change to the T&C RSP	
<p>During restoration phase, Restoration Facilities have to be able to support transitory values of the frequency up to 51,5Hz without tripping by over frequency relay and to maintain the steady state frequency of the island in the range 49-51Hz.</p> <p>Restoration facilities do not have to operate at a steady state frequency higher than 51Hz but have to support transient phenomena due to the actions performed during the restoration phase.</p> <p>Elia will clarify this requirement in the contract.</p> <p>Elia wants still to remind that the article 56 of the FGC states that any new unit has to be also able to operate in the range 51 to 52,5Hz during a time determined between the TSO and the GU. Any specific requirement will be determined in the connection contract.</p>	

Stakeholder	Art. II.4.1
FEPEG	“...the Restoration Facility must be able to operate for at least the subsequent 24 hours...” : for Restoration Facilities with Limited Energy Reservoir, the minimum energy content is determined by the RSP and Elia together as set out in Art. II.4.7. During the restoration phase Elia will dispatch the Restoration Facility and so Elia is responsible for the utilization of the minimum energy content, which possibly could be exhausted after a few hours if Elia requests the maximum power of the Restoration Facility. The last paragraph of Art II.4.1 should be completed with : “in so far the minimum energy content (for Restoration Facilities with Limited Energy Reservoir) is not exhausted under responsibility of Elia”.
Answer Elia - Change to the T&C RSP	
Any restoration facility has to be able to operate for the next 24h without technical limitations related to a certain power. For Limited Energy Reservoir Restoration Facilities, this power threshold is defined as per Art. II.4.7. The constraint in Art. II.4.1 is a temporal constraint and not an energy constraint i.e. this constraint does	

not apply for the energy content of the Restoration Facility.

Elia will modify the article to clarify the link with the minimum energy content of a Restoration Facility with Limited Energy Reservoir

Stakeholder		Art. II.4.3
FEBEG		The reference to Art II.4.2 is not correct (probably II.3.3)
Answer Elia - Change to the T&C RSP		
Elia will adapt the reference.		

Stakeholder		Art. II.4.6
FEBEG		It is not clear if the remuneration will be reduced according only to the unavailability status on D-1, or also taking into account intraday modifications of the availability status (in case of Forced Outage or earlier end of a maintenance...)
Answer Elia - Change to the T&C RSP		
Elia will adapt the sentence to clarify that the intraday modifications regarding the status of the unit will also be considered to compute its availability for the RSP service.		

Stakeholder		Art. II.4.7
FEBEG		“For Restoration Facilities without a Limited Energy Reservoir, the RSP must provide Elia with the proof that the site has guarantees of uninterrupted fuel supply during a Blackout and restoration state.” As an RSP is not responsible for the security of gas supply, for Restoration Facilities using natural gas as a fuel, does Elia accept as sufficient proof an attestation by Fluxys that Firm Capacity (within the meaning of the Standard Transmission Agreement) has been subscribed in respect of the relevant facility?
Answer Elia - Change to the T&C RSP		
For gas-fired BS Restoration Facilities, an attestation from the gas system operator stating that a connection contract guaranteeing the pressure and the capacity to		

allow a full load operation during Blackout and restoration state has been signed is considered as sufficient proof. **This point will be clarified in the article II.4.7**

Stakeholder	Art. II.8.1
FEBEG	This article should also refer to Art II.4.6 according to which the price reduction is proportional to the number of quarter-hours for which the Restoration Facility has been unavailable. Similarly, for Limited Energy Reservoir Restoration Facilities, the price reduction should be proportional to the number of quarter-hours for which the minimal primary energy volume or fuel stock is not respected.

Answer Elia - Change to the T&C RSP

Elia agrees with the first part of the remark and will adapt the Art. II.8.1 accordingly and refer to the Art. II.4.6.

Concerning the price reduction for Limited Energy reservoir Restoration Facilities in case the minimal energy volume or fuel stock is not respected, Elia does not agree with FEBEG. Art. II.4.6 refers to unavailability information provided to Elia in DA that allows Elia to know in advance the unavailability of the black-start service (and then anticipate possible measures). As stated in a previous answer, update in ID resulting from an unexpected FO (independent from RSP's volunteer) will also be considered. In contrast, a violation of the minimum energy volume in RT hampers Elia from anticipating the loss of the Black Start Service and results from a voluntary behavior of the RSP (except in case of a FO). As the impact of this violation on the security of the grid is high and is due to a non-respect by the RSP of the contractual conditions, Elia estimates that the penalty should be also higher.

Stakeholder	Art. II.8.2
FEBEG	This article describes the penalty system in the event of an excessive long outage: Elia proposes to apply a penalty as soon as the annual availability of the restoration facility drops below 325 days. In the current contract, it is stipulated that a penalty applies when the availability is below 80 % (= 292 days). FEBEG doesn't agree with the strengthening of the penalty as any justification is missing.

Answer Elia - No Change to the T&C RSP

As described in the design note on restoration services from 20/12/2018, which had

been consulted between October 8th and November 19th 2018, Elia has defined an acceptable unavailability of maximum 40 days for maintenance based on historical data on outage planning of existing restoration facilities. This adaptation is one step towards the final design as described in this note.

As already specified in 2018 Elia believes that this change of parameter will not impact the existing restoration facilities.

Stakeholder		Art. II.8.7 and II.10.2
FEBEG		The remuneration for the tests in accordance with Art II.7.2 should be added in these articles.
Answer Elia - Change to the T&C RSP		
Indeed Elia reminds that the remuneration per test, whose value has to be defined in the Annex 1 of the contract, is added to the monthly remuneration. Elia will adapt the articles II.8.7 and II.10.2.		

Stakeholder		Annex 6
FEBEG		Letter template for the designation by Grid User of a RSP According to the last paragraph, in case a change of Grid User occurs, the RSP has to ensure that the new Grid User takes over the agreement under the same terms and conditions. We believe that this should be the responsibility of the initial Grid User, as the RSP has no means to ensure this.
Answer Elia - Change to the T&C RSP		
Elia agrees with FEBEG and will modify the Annex 6 accordingly		