

Subject: Comments on the public consultation on the revised version of the Terms and Conditions to act as Restoration Service provider (T&C RSP).

Date: 21 November 2019

Contact: Jean-François Waignier

Phone: +32 485 779 202

Mail: Jean-francois.waignier@febeg.be

Please find hereafter the comments of FEBEG on ELIA's public consultation on the revised version of the Terms and Conditions to act as Restoration Service provider (T&C RSP).

Comments

- 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'.
- Art. II.2.1. In case the RSP is the BRP, "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". Annex 6 concerns the designation by the Grid User of the RSP, the reference to this annex is confusing and should be removed.
- Art. II.2.2 "... after the end of the temporary closure..." : we think it should be "... after the day of the temporary closure..."
- Art. II.3.3 (5) 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.
- Art. II.4.1 "... 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".
- Art II.4.3 The reference to Art II.4.2 is not correct (probably II.3.3)
- Art II.4.6 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...)

- Art. II.4.7 : “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?
- Art II.8.1 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.
- Art. II.8.2. 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.
- Art II.8.7 and II.10.2 The remuneration for the tests in accordance with Art II.7.2 should be added in these articles.
- Annex 6 : 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.