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Response Public Consultation on the terms and conditions outage planning agent and the terms and conditions scheduling agent.

[Your contact: Wim Luyckx: wim.luyckx@statkraft.com; Tel. 0049 211 60244 131]

Dear Madam/Sir,

We refer to the public consultation on the **terms and conditions outage planning agent and the terms and conditions scheduling agent** and want to thank you for the granted opportunity to provide feedback.

In Annex you will find a punctual overview of comments with respect to specific clauses regarding the terms and conditions. Apart from these, we would briefly like to provide feedback on some generic observations:

- The Terms & Conditions for both Outage Planning Agent and Scheduling Agent have been labelled as a mere update of the current CIPU-Contract with respect to nomenclature and is said to reflect as such an "as is" status. In forthcoming case, this is to be adhered to and consequently no new elements can be introduced. In case new elements are, explicitly or implicitly introduced, this is to be clearly mentioned with a documented rationale.
- Both Term & Conditions specify that OPA and SA will be appointed; it needs to be clarified that consent of the respective parties assuming this role is required. A procedure needs to be foreseen to enabling parties terminating their obligations as OPA and SA. Finally, no duration is specified although the general conditions refer to their Part II in this respect, which we take refer to the different sets of Terms & Conditions, including these of OPA and SA. With respect to liabilities, design notes have always specified Grid User to remain liable, this needs to be reflected unambiguously.
- The specifications in both Terms & Conditions with respect to the communication of storm risk are subject to interpretation (*regularly, as soon as, ...*) and put an undue burden on the OPA and SA.
- Despite the thorough work performed to come to both documents, unclarities remain. After consultation with the relevant services of Elia these items remain outstanding (incorrect references, uncertainty regarding applicability of certain provisions, background and intent of certain provisions etc.). Both documents are to be void of any ambiguities, to be updated and to be consulted upon again.

Kind regards,



Pieter Schipper
SVP Continental Energy Management
Managing Director
Statkraft Markets GmbH

Annex

Terms and Conditions Outage Planning Agent

- Notion of Cross Border Relevance to be clarified.
- Article II.12.1. According to Article II.12.6 this is not applicable to Offshore Power Park modules: we fail to see the rationale for this.
- Article II.12.2. Relevance (or not) for the MOG to be clarified.
- Article II.15.2: different wording versus current CIPU-contract and as such not respecting the “reflecting as is” approach. UMM’s communicated to any transparency platform are to be sufficient.
- Article II.20.3: not be applicable on Offshore Power Park Modules as status MNR is not applicable.
- Article II 22: not to be applicable for Offshore Power Park Modules.

Terms and Conditions Scheduling Agent

- Instruction: Definition (and Article II 10.5) to be clarified.
- Article II.6: notion of ‘generated peak power’ not included in current CIPU-contract;
- Article II.7.5 and II.7.6 and applicability of Bid Prices in Ready to Run Procedure not to be applicable for Offshore Power Park Modules.
- Article II.9.4 a) not to be applicable on Offshore Power Park Modules: current CIPU contract clearly foresees entitlement for Offshore Power Park Modules to update IDPCR’s irrespective of the colour of the zone.
- Relevance of Article II.9.8 for Offshore Power Park Modules to be checked.
- Erroneous references with respect to the applicability of the specifications in Title 4 regarding Offshore Power Park Modules.
- Applicability of Article II.19 with regards to Offshore Power Park Modules to be clarified. Article II.19.3 last bullet not aligned with current CIPU contract for Offshore Power Park Modules.
- Article II.19.5 not to be applicable for Offshore Power Park Modules.