

Subject: FEBEG comments on ELIA's public consultation on the CRM Capacity Contract
Date: 30 April 2024

Contact: Jean-François Waignier
Telephone: +32 485 77 92 02
Mail: jean-francois.waignier@febeg.be

FEBEG thanks ELIA for having the opportunity to react to the Formal public consultation on the CRM Capacity Contract¹.

The inputs and suggestions of FEBEG are not confidential.

FEBEG welcomes simplification on invoicing

FEBEG welcomes and supports the proposed changes aimed at simplifying and streamlining the settlement process in capacity contracts. We are particularly appreciative of the initiative to eliminate the two-step pro-forma and final invoice/credit note approach. These changes represent a significant step forward in making the invoicing process more efficient and transparent for all stakeholders involved.

General comments

Stability CRM Capacity Contract

FEBEG would like to reiterate its position that modifications to the capacity contract should be carefully considered, especially as some projects are being realized in a rather complex financial and contractual set-up. As a result, the capacity contracts interact with various other agreements, such as service and tolling agreements. Modifications to the operational processes and obligations within the capacity contracts might therefore necessitate amendments to these interconnected contracts. This could potentially lead to renegotiations and an increase in administrative burden.

In light of these complexities, FEBEG strongly advises that Elia strives for stability in capacity contracts and provides a sufficient transition period for any changes. This will help mitigate potential disruptions and allow all parties to adjust to the new processes effectively.

¹ https://www.elia.be/en/public-consultation/20240402_formal-public-consultation-on-the-crm-capacity-contract

Introduction MTU

Furthermore, consistent with our feedback provided during the ELIA consultation on the Functioning Rules, FEBEG maintains its view regarding the MTU concept. We disagree with the assertion that it does not impact remuneration or penalties and therefore propose that these elements should not be retroactively applied to existing contracts.

Practical modalities modifications CRM Capacity Contract

Finally, we would welcome some visibility on how the changes will effectively be implemented for existing contracts: will it require the signature of a new contract or will an amendment to the existing contract be made?

Specific comments on the contract

In Art 5.3.2 and 6.2.4, the terms or reference to 'pro forma' should be removed.