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An die Netznutzer der Gasunie Deutschland Transport Services GmbH

Datum
06 12 2018

Betreff
Konsultation:
Aktualisierung des Netzkopplungsvertrags am Grenzübergangspunkt Ellund (DEUDAN)

Sehr geehrte Damen und Herren,

gemäß Artikel 4 (2) der Verordnung (EU) 2015/703 der Kommission vom 30. April 2015 zur Festlegung eines Netzkodex mit Vorschriften für die Interoperabilität und den Datenaustausch (NC INT) lädt Gasunie Deutschland Transport Services GmbH (GUD) ihre Netznutzer dazu ein die Aktualisierung des Netzkopplungsvertrags am Grenzübergang Ellund (DEUDAN) zu kommentieren.

(Zitat NC INT art. 4 (2) Informationspflicht:
Vor dem Abschluss oder der Änderung eines Netzkopplungsvertrages, der die in Artikel 3 Buchstaben c, d und e genannten Vorschriften enthält, geben die Fernleitungsnetzbetreiber den Netznutzern mindestens zwei Monate Gelegenheit, zu dem vorgesehenen Wortlaut dieser Vorschriften Stellung zu nehmen. Die Fernleitungsnetzbetreiber berücksichtigen die Anmerkungen der Netznutzer, wenn sie ihren Netzkopplungsvertrag schließen oder ändern.)

Wenn Ihr Unternehmen Kapazitäten an dem Grenzübergangspunkt Ellund nutzt oder plant, bekommen Sie die Möglichkeit Ihre Anmerkungen, Einwände und Vorschläge bezüglich der Vorschriften für Matching, Allokation und des Kommunikationsverfahrens bei außergewöhnlichen Ereignissen zu senden. Bitte senden Sie Ihre Antwort an die Mailadresse: Transport@gasunie.de bis zum 06.02.2019.

Mit freundlichen Grüßen

Gasunie Deutschland Transport Services GmbH

Anhang: Auszug aus der vorgesehenen Aktualisierung der Netzkopplungsvereinbarung Ellund (DEUDAN) (11 Pages)

Gasunie Deutschland Transport Services GmbH gehört zur Gasunie Deutschland GmbH & Co. KG

INTERCONNECTION AGREEMENT

for Ellund Interconnection Point (DEUDAN)

between

Energinet Gas TSO A/S

and

Open Grid Europe GmbH

and

Gasunie Deutschland Transport Services GmbH

This Agreement is made between:

Energinet Gas TSO A/S, Tonne Kjærsvej 65, 7000 Fredericia, Denmark, a company incorporated under the laws of Denmark, (hereinafter called "Energinet") on the one part

and

Gasunie Deutschland Transport Services GmbH, Pasteurallee 1, 30655 Hannover, Germany, a company incorporated under the laws of Germany, (hereinafter called "GUD")

and

Open Grid Europe GmbH, Kallenbergstrasse 5, 45141 Essen, Germany, a company incorporated under the laws of Germany, (hereinafter called "OGE") on the other part.
Hereafter collectively referred to as "Parties" and individually referred to as "Party".

[…]

1 Definitions

In this agreement the terms listed below shall have the following meaning and shall include the plural as well as the singular:

[…]

"Active Transmission System Operator":

Shall mean the system operator receiving the Single-Sided Nomination from the Active Shipper at the Interconnection point.

[…]

"Day"

Shall mean the period of beginning at 06:00 o'clock on each day and ending at 06:00 o'clock on the following day and the date of any day shall be the date of its beginning as defined herein.

"Dispatching Service Provider"

Shall mean the Party conducting all activities related to the flow control in the DTS [DEUDAN Transmission System], scheduling and gas quality management on behalf and on account of the Transmission System Operators of DTS.

"Downstream shipper"

Shall mean a company receiving gas at Ellund.

[…]

"Exceptional Event":

Shall mean any unplanned event that is not reasonably controllable or preventable and that may cause for a limited period, capacity reductions, affecting hereby the quantity or quality of gas at a given interconnection point, with possible consequences on interaction between transmission system operators as well as between transmission system operator and network users.

[…]

"Forward Flow":

Is defined as a flow in the same direction as the physical flow.

"Forward Flow Nomination":

Is a nomination for gas to be delivered in the same direction as the Forward Flow.

[…]

"kWh":

Shall mean kilo watt hours and is the quantity of heat expressed in kWh that develops in accordance with the definitions of GCV.

"Lesser Rule":

Shall have the meaning as described in Appendix F.

[…]

"Initiating Transmission System Operator":

Means the Transmission System Operator initiating the matching process by sending the necessary data to the Matching Transmission System Operator.

"Matching Procedure":

Shall be the procedure described in Article Appendix F.

"Matching Transmission System Operator":

Means the Transmission System Operator performing the matching process and sending the result of the Matching process to the Initiating Transmission System Operator.

"Month":

Shall mean a period beginning at 06:00 o'clock on the first day of a calendar month and ending at 06:00 o'clock on the first day of the following calendar month.

"Monthly Allocation Report":

Shall be the notice described in Appendix G.

"Network Code Interoperability" (NC INT):

Commission Regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules, as it might be amended from time to time.

[…]

"Operational Balancing Account (OBA)":

Shall mean the operational balancing account as set out in Appendix G.

"Reverse Flow":

Is defined as the flow in opposite direction of the physical flow.

"Reverse Flow Nomination":

Is a nomination for gas to be delivered in the same direction as the Reverse Flow.

"Single-Sided Nomination":

A Single-Sided Nomination means that there is no corresponding nomination transmitted by the counter Shipper to its system operator.

"Shipper":

Shall mean a Downstream Shipper and/or an Upstream Shipper.

[…]

"Upstream Shipper":

Shall mean a company delivering gas at Ellund.

[…]

"Working Day":

Is defined as a week day from Monday to Friday which is not an official bank holiday in the state of Lower Saxony, Germany. December 24 and 31 are likewise not deemed to be Working Days.

[…]

4 Matching, Flow Control and Coordination of operations

The arrangements for the Nomination and Matching Procedure and Flow Control are set out in Appendix F, Gas Control Procedure.

5 Allocation of Gas Quantities and Operational Balancing Account (OBA)

The Parties agree to perform the allocation of quantities at the Interconnection Point on the basis of an Operational Balancing Account (OBA).The arrangements for such allocation and the OBA are set out in Appendix G Allocation.

[…]

12.1 Communication procedures in case of Exceptional Events

In cases of exceptional events, the Parties shall at least perform an oral communication in English for information, followed by an electronic written confirmation and coordinate the necessary actions to minimise the impact of such event on the Shippers.

The Party affected by an exceptional event shall be required, as a minimum, to inform its Shippers with respect to point (ii) and (iii) of this paragraph if there is a potential impact on their confirmed quantities and the adjacent Transmission System Operator(s) with respect to point (i) and (iii) of this paragraph of the occurrence of such exceptional event and to provide all necessary information about:

(i) The possible impact on the quantities and quality of the gas that can be transported through the Interconnection Point
(ii) The possible impact on the confirmed quantities for shippers active at the Interconnection Point
(iii) The expected and actual end of the exceptional event

Any communication in cases of exceptional events applies without prejudice to the provisions set forth under Regulation (EC) No 1227/2011 of the European Parliament and of the Council and to its implementing acts.

In case of an exceptional event at either the Interconnection Point or elsewhere on one of both Parties Transmission Systems, the Parties shall collaborate upon request by the other Party on a reasonable endeavours basis allowing deviations (upwards/downwards) from the agreed flow schedule. In case of an emergency situation, where the Parties are not able to apply the Matching Procedure, they shall contact each other in the most appropriate way with a request for an immediate action to minimize the consequences of this emergency situation. The quantities to be allocated to the relevant Shippers for the period of time during which the emergency situation occurred, shall be defined ex-post and in mutual agreement between the Parties and in such a way that all relevant Shippers of all Parties shall be treated equally.

[…]

APPENDIX F: GAS CONTROL PROCEDURE

1. Matching Procedure

The Nomination and Matching Procedure shall be performed on basis of the related Business Requirement Specification of the Nomination and Matching Procedures (NOM BRS) and the Common Business Practice (CBP) 2014-001/01 "Harmonization of the Nomination and Matching Process for Double-Sided and Single-Sided Nomination" as amended from time to time.

In the Matching Procedure, Energinet shall operate as "Initiating Transmission System Operator", the Dispatching Service Provider shall act as "Matching Transmission System Operator".

The Lesser Rule as described in the above mentioned CBP shall apply. Parties shall keep each other informed.

The Parties shall inform each other in due time about changes of the shipper code pairs.

1.1. Single-Sided Nomination

At Ellund, Single-Sided Nomination is offered. In the single sided nomination process the active system operator shall be responsible for the reception and the processing of the Single-Sided Nomination.

The forward deadline for the Active System Operator to forward nominations to the Passive System Operator for use on gas day D shall be fifteen (15) minutes.

The designation of the roles Active and Passive System Operator for the Single-Sided Nomination process is provided in Appendix H List of responsibilities.

APPENDIX G: ALLOCATION OF GAS QUANTITIES AND OPERATIONAL BALANCING ACCOUNT

1. General

Each Party shall allocate the quantities which are to be delivered and taken off at Ellund among each Party's respective shippers according to the confirmed quantities established in the Matching Procedure or according to the fall back allocation principles (cf. Article 3)

The determined allocation rules shall be: Operational Balancing Account ("OBA") or the fall back allocation Pro rata as defined in Article 3.

2. Operational Balancing Account ("OBA")

The Dispatching Service Provider and Energinet will use an OBA for operational issues. Steering differences and measurement corrections shall be allocated to this account. The OBA shall not be used for commercial purposes. The amount of the OBA is determined by the absolute difference between:

(i) The sum of confirmed quantities; and
(ii) Measured quantities corrected as described in Article 4

and limited to […] kWh.

Where the defined limit is reached, the Parties may agree to extend those limits in order to provide allocations to Shippers that are equal to their confirmed quantities.

The extension of the limits is deemed to be agreed upon if and as long as no Party requests to bring the OBA back into its original limits. The Parties will monitor the content of the OBA and each Party has the right at any time to request the other Parties to bring back the OBA into its original limits. Upon request of one Party, the Parties shall agree on how and when the OBA shall be brought back into its original limits, without affecting the confirmed quantities of the Shippers.

3. Fall Back Allocation "Pro Rata"

If the Parties cannot agree on the extension of the OBA limits, and one Party so requests, the Parties may allocate quantities to Shippers proportionally based on measured quantities. Before the Fall Back Allocation methodology will be used the

Parties will inform each other how and when the Shippers will be informed accordingly.

Fall back allocation shall be defined as follows:

- The allocation of a Forward Flow Nomination of each individual shipper shall be performed on a pro rata basis by using the matched nomination of this shipper, divided by the sum of the matched Forward Flow Nomination of all shippers and multiplied by the aggregate of the physical Forward Flow plus the (absolute) sum of the matched Reverse Flow Nomination of all shippers; and
- The allocation of a Reverse Flow Nomination of each individual shipper at Ellund shall be performed by using the matched Reverse Flow Nomination of the shipper.

The Dispatching Service Provider will inform OGE about the result of the Pro Rata Allocation.

The Parties shall cooperate to reinstall the allocation based on an OBA as soon as possible.

4. Monthly Allocation Report

The Parties exchange a Monthly Allocation Report according to the principles in the Matching Procedure or the fall back allocation procedure.

Until 12 o'clock on the fifth Working Day of each Month, the Dispatching Service Provider shall issue to Energinet the Monthly Allocation Report containing all allocated quantities expressed in kWh on shipper pair basis for the previous Month. After each Month, the hourly measured quantities shall be corrected according to the verified hourly metered quantities for said Month. The quantities shall be added to the OBA and shall be made up according to Article 2.

If Energinet disagrees on the figures, Energinet shall reply to the Dispatching Service Provider as soon as possible and to the extent possible within two (2) Working Days after having received the figures. If Shippers of OGE are affected, the Dispatching Service Provider informs OGE accordingly and the parties will cooperate to clarify the differences.

APPENDIX H: LIST OF RESPONSIBILITIES

The following table designates the responsibilities according to the Interconnection Agreement.

Table 5 Responsibilities

Source in the contract		
Recital	Dispatching Service Provider	Gasunie Deutschland Transport Services GmbH
Appendix F	Initiating Transmission System Operator	Energinet Gas TSO A/S
Appendix F	Matching Transmission System Operator	Dispatching Service Provider
Appendix F	Active Transmission System Operator	Gasunie Deutschland Transport Services GmbH/Open Grid Europe GmbH
Appendix F	Passive Transmission System Operator	Energinet Gas TSO A/S
Appendix G	Calculation of OBA	Dispatching Service Provider