Market Consultation 69 - report

Access Code for the Connection Agreement – Local producer of non-compatible gases

1. Introduction

From October 15th 2024 until November 5th 2024 included, Fluxys Belgium consulted the market on its proposed changes to the regulatory documents in a continuous effort to further improve its service offering for network users:

(i) The introduction of a new Connection Agreement for local producers of non-compatible gases.

2. Consultation process

Fluxys Belgium launched this market consultation by publishing the proposed changes in the regulated documents on its website – at the usual location for such consultations, supported by an announcement on the homepage – and via direct e-mailing to all registered market participants and associations.

From 15 October until 5 November 2024 included, stakeholders were invited to submit their written feedback and, if needed, to seek additional information through bilateral contact with Fluxys Belgium.

Taking into account the comments received, Fluxys Belgium submits for approval to the CREG, the so amended version of the above-mentioned regulatory documents, the Connection Agreement for local producers of non-compatible gases, that aims to become applicable as from publication.

3. Outcome of consultation process

Feedback regarding the proposed changes was received from two End Users (Local Producers and two Representing Organisations and are summarised below. One of the respondents required its answers to be kept as confidential.

All comments are listed in the appendices of the present report.

One respondent asked for clarifications on art. 3.2.11 of the Standard Connection Agreement, in which is stipulated that injection of non-compatible gases is subject to reduction or interruption, more specifically about the conditions, motivation and compensation.

Fluxys Belgium needs to guarantee that the gas after blending remains withing the contractual H-gas specifications. This implies that the maximum hydrogen flowrate to be injected by the local producer or non-compatible gas depends on, among other elements, the availability of compatible gas and the level of H_2 already present in this compatible gas, hence the need for the interruptibility of the service. Interruptible services do not guarantee any minimum flow. The Standard Connection Agreement is applicable to each network user and Producer on a non-discriminatory basis. Some historical information from the past can be provided to the potential producer but cannot be a guarantee for the future.

Interruptible services are invoiced at a lower tariff to compensate for the risk of being interrupted.

Several respondents asked to adapt art. 7.5 in a way that the mentioned period is a fixed period of at least 3 years.

A respondent asked that project specific agreements and guarantees should prevail on the general clauses of the contract. However, the Standard Connection Agreement for Local Producers of Non-Compatible Gases is applicable to each producer and on a non-discriminatory basis. Additional specificities or operational clauses can only be applied and described in additional documentation, this within the framework of the Standard Connection Agreement and on a non-discriminatory basis.

There was also a remark with regard to having the required quality and environmental management systems, especially in the project phase. It is clarified that the requirements have to be met at the time of the start of injection into the network but that it does not stand in the way of the proper and timely advancement of the project itself.

One respondent asked to make it possible in the Standard Connection Agreement that in exceptional cases certain aspects of the safeguarding system are owned and operated by the operator, as would be the case for the metering system. Fluxys Belgium agrees with the remark, but contrary to a metering system whose components are built together into a whole at a specific location, a safeguarding system consists of separate components/controls (certain aspects) that can be located at either the producer or Fluxys Belgium. For this reason, to answer to all possible configurations, it is proposed to add to §4.2 of attachment 1 of the Standard Connection Agreement that the design of the Safeguarding System (including the risk assessment and the specification of the safety requirements, as well as the proposed equivalent alternatives that guarantees at least the same safety level) must be submitted for evaluation to Fluxys and each modification to the Safeguarding System must be duly documented and shared with Fluxys.

Two respondents had a remark about transfer of contracts between associated companies and that it would be possible for a parent company to provide the necessary bank guarantee. As long as all entities meet the necessary requirements, Fluxys Belgium has no intention to limit these transactions.

A respondent requested to include in article 3.2.9 that the removal of off-spec non-compatible gas by the Local Producer will be done with the support of Fluxys, for which the corresponding article in the Standard Connection Agreement will be adapted.

Several remarks were made on the possible impact of hydrogen in the natural gas network for end users. The proposed service for blending non-compatible gas into the natural gas network is requested by the market and is in line and authorised by European regulation up to 2%. The gas after blending remains in the current specs applicable to the Belgian end users, those of who might be potentially impacted will be informed at least 22 months in advance of the start of injection.

A final remark treats is about the ownership of the "blending stations", and the role of Fluxys Belgium on the natural gas and hydrogen market. Fluxys Belgium will however not become a player in the hydrogen commodity market and will not become a producer of hydrogen, but the blending station enables Fluxys Belgium to provide a service to the customers to bring gas within

the gas quality specifications, covered by the specific tariff of the service "Quality Conversion to H". As such there will not be any cross-subsidies.

4. Conclusions and next steps

Based on the market feedback and the arguments provide earlier in this document, Fluxys Belgium will adapt the necessary elements in the regulated documents that will be submitted to the CREG for approval, in line with the clarifications given in §3.

5. Appendices

E-mail invite for consultation

Fluxys Belgium: Market Consultation 69: Update for all regulatory documents and a new connection agreement Local Producer non-compatible gas

Dear Customer,

Participate in our market consultation that will take place from **15 October 2024 to 5 November 2024**. The following changes are introduced in the regulatory documents:

- To the Access Code for Transmission (ACT) – Attachments A and B

  (i) Updating the procedure for using Capacity Conversion Service
  (ii) Updating the procedure in case an End User Domestic Exit Point has an Allocation Agreement with multiple Network Users and one of the concerned Network User decides to terminate the transport services towards this End User Domestic Exit Point
  (iii) Removal of the L Capacity Switch Service, in the framework of the physical L-gas to H-gas conversion project
  (iv) Removal of the non-peak capacity exceeding and associated calculation method

- To the Transmission Program

  (i) Removal of obsolete references to OCUC and Wheeling Services

- To the Standard Transmission Agreement

  (i) Small changes to include into an allocation agreement the Local Producer and the Domestic Point for Injection

- Introduction of a new Connection Agreement for local producers of non-compatible gases.

The documents can be consulted on our website.

You are kindly invited to send your written comments to marketing@fluxys.com **by 5 November 2024 before 17:00 CET.**

Please mention in your response, whether the content is to be treated as confidential or not. Unless otherwise mentioned, all comments will be treated as non-confidential.

Yours sincerely,

The Commercial Team

E-mail invite for consultation

The documents are available in our website: https://www.fluxys.com/en/natural-gas-and-biomethane/empowering-you/customer-interactions/consultations-in-belgium---transmission/fluxys-belgium-market-consultation-69 .

Fluxys Belgium market consultation 69: Update for all regulatory documents and a new connection agreement Local Producer non-compatible gas

Participate in our market consultation that will take place **from 15 October 2024 to 5 November 2024**. The following changes are introduced in the regulatory documents:

- To the Access Code for Transmission (ACT) – Attachments A and B:
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  - (iii) Removal of the L Capacity Switch Service, in the framework of the physical L-gas to H-gas conversion project
  - (iv) Removal of the non-peak capacity exceeding and associated calculation method
- To the Transmission Program
  - (i) Removal of obsolete references to OCUC and Wheeling Services
- To the Standard Transmission Agreement
  - (i) Small changes to include into an allocation agreement the Local Producer and the Domestic Point for Injection
- Introduction of a new Connection Agreement for local producers of non-compatible gases.

The following document summarises the proposed changes: **Key Note Consultation 69**

Documents in consultation (with track changes):

- **Transmission Program**
- Access Code for Transmission (**Attachment A**)
- Access Code for Transmission (**Attachment B**)
- **Standard Transmission Agreement**
- **Connection Agreement – Local producer of non-compatible gases** (FR)
- **Connection Agreement – Local producer of non-compatible gases** (NL)

You are kindly invited to send your written comments to **marketing@fluxys.com** by **5 November 2024 before 17:00 CET**.

Please mention in your response whether the content is to be treated as confidential or not.
Unless otherwise specified, all comments will be treated as non-confidential.

Market Consultation 69 - report

Annex – Public reactions

Questions & Answers

Questions and Answers					
#	From	Confidential?	Topic	Questions / Comments by Stakeholders	Answers / Comments by Fluxys Belgium
1.1	Virya	non	CA Local producer NCG	M.b.t. art. 3.2.11 - Het is niet duidelijk wat de voorwaarden zijn van deze beperking, en wat de limieten zijn op het mandaat van de netbeheerder om de injectie aan beperkingen te onderwerpen, dan wel te reduceren of te doen stoppen. Het is tevens belangrijk dat een verzoek tot onderbreking redelijk en proportioneel is, en afdoende wordt gemotiveerd.	Fluxys Belgium needs to guarantee that the blended gas remains within the contractual H-gas specifications (max [H_2] = 2%). This implies that the maximum hydrogen flow rate to be injected by the local producer of non-compatible gas depends on, among other elements, the availability of compatible gas and the level of H_2 already present in this compatible gas.
				- Indien project specifieke minimum-debieten werden afgesproken nog voor de goedkeuring van dit aansluitingscontract, kan het niet de bedoeling zijn dat deze overschreven worden door het standaard aansluitingscontract.	Interruptible services do not guarantee any minimum flow. The Standard Connection Agreement is applicable to each network user and Producer on a non-discriminatory basis. Some historical information from the past can be provided to the potential producer but cannot be a guarantee for the future.
				- Gelet op het belang van de continuïteit van injectie voor de Lokale Producent, dient een compensatiemechanisme uitgewerkt te worden om onderbrekingen financieel te vergoeden. Bovendien dient het duidelijk te zijn welke limieten er gelden op deze onderbrekingen met betrekking tot de frequentie ervan en de mogelijke oorzaken.	Interruptible services are invoiced at a lower tariff to compensate for the risk of being interrupted.
1.2	Virya	non	CA Local producer NCG	M.b.t. art. 7.5 : Bij deze clausule dient te worden toegevoegd dat dit gaat om een ononderbroken periode van minstens 3 jaar.	Ok with the remark. Proposal of standard Connection Agreement will be adapted : "voor een vaste periode van minstens 3 jaar"
1.3	Virya	non	CA Local producer NCG	M.b.t. art. 8.2: Bij deze clausule dient te worden verduidelijkt dat de toestemming niet redelijkerwijze mag weerhouden worden, en dat de technische en financiële waarborgen gelijkaardig zijn aan deze destijds voorgelegd door de Lokale Producent. De Lokale Producent dient in de mogelijkheid te worden gesteld het contract over te dragen aan een Verbonden Onderneming zonder dat	It is not the intention of Fluxys Belgium to limit the possibility to transfer contracts, as long as they meet all client requirements (a.o. the KYC and provision of collateral) in each case.

				hiervoor de toestemming van de netbeheerder vereist is.	
1.4	Virya	non	CA Local producer NCG	M.b.t. art. 8.6: Het is belangrijk dat project specifieke afspraken en waarborgen voorrang hebben op de generieke clausules, dan wel dat er van de generieke clausules kan worden afgeweken op basis van afspraken die gemaakt werden reeds voor de inwerkingtreding van het aansluitingscontract, maar ook erna.	The Standard Connection Agreement – Local Producer – Non-Compatible Gas is applicable to each producer on a non-discriminatory basis. Additional operational specificities linked to the injection process of the producer (e.g.: predictability on the flow D-1, stability, modulation of the flow, content, procedure and timing of information exchange, ...) can be applied and described in additional documentation, this within the framework of the Standard Connection Agreement and on a non-discriminatory basis.
1.5	Virya	non	CA Local producer NCG	M.b.t. bijlage 1 §4.1: De Lokale Producent moet beschikken over een Kwaliteitscontrolesysteem (ISO 9001 of gelijkwaardig) en een Milieubeheersysteem (ISO 14001) Compliance met ISO9001 and 14001 ==> Op welke manier is deze vereiste van toepassing op projectniveau, en op welk moment dient de Lokale Producent hierover te beschikken en wat zijn de consequenties hiervan?	The requirement applies but "without prejudice to the proper and timely execution of the project" will be added in the proposal of standard Connection Agreement.
3.1	FEBELIEC	No	Possible impact on industrial processes	Provide feedback on the possible impact on industrial processes (especially for gas used as a raw material) of an increased share of argon in the gas flows as a consequence of biogas injection in the gas grid	The service Quality Conversion to H does not allow the injection of biogas in the network system. We also refer to our comments in consultation 66 that are still applicable.
3.2	FEBELIEC	No	Possible impact on industrial processes	Is it appropriate to blend hydrogen (whatever the purity or the molecule it is part of) in the Belgian (or European) natural gas network, given that the final aim is to use hydrogen as a molecule?	Blending of non-compatible gas is requested by the market and is authorized by European Regulation (EU) 2024/1789 of 13 June 2024 on the internal markets for renewable gas, natural gas and hydrogen, for up to 2%. Proposal of a new Standard Connection Agreement also aims to support the market needs. We also refer to our comments in consultation 66 that are still applicable.
3.3	FEBELIEC	No	Possible impact on industrial processes	Is it desirable that the hydrogen content in natural gas is "artificially" increased to a specific level (today 2%)? Will this increase the volatility of the composition of natural gas and this cause additional technical challenges and costs for industrial consumers? What if the maximum	The gas after blending remains in the current specs applicable to the Belgian end users. The potential impacted end users are informed at least 22 months in advance of the start of the injection.

				percentage increases over time? What if specific levels for other molecules are introduced (e.g.CO2)?	
3.4	FEBELIEC	No	Blending stations for NCG	Fluxys proposes to become the owner of the "blending stations". This requires a more in-depth analysis and assessment: - What will be the impact on the hydrogen market? Will Fluxys become a player in the Belgian hydrogen market?	Fluxys Belgium will not become a player in the Belgian hydrogen commodity market. Owner of the blending station does not mean the production of hydrogen, but the blending station enables Fluxys Belgium to provide a blending service to the customers to bring gas within the gas quality specifications.
				- What will be the impact on the natural gas transmission tariffs? How to avoid cross-subsidies?	The impact on the natural gas transmission tariffs is covered by the specific tariff of the service Quality Conversion to H. Moreover there are no cross-subsidies.
				- What will be the respective roles and responsibilities of Fluxys, the local noncompatible gas producers and possible other involved players on the natural gas and hydrogen markets?	Fluxys Belgium controls that the injected non-compatible gas respects the specs in attachment 7 and that the gas after blending is within the specs of the Belgian market.
5.5	FEBEG	No	CA Local producer NCG	Regarding article 3.2.11, FEBEG would like to know what the conditions and limits are, with regards to the limitation, reduction or cessation of injection by the grid operator. Are there stipulations on project-specific minimum flows? And what compensation mechanism is worked out to compensate for interruptions?	Interruptible services are invoiced at a lower tariff to compensate for the risk of being interrupted. Fluxys Belgium provides for the possibility of injecting non-compatible gas, more specifically hydrogen, to facilitate the development of this market. Indeed, if there are no direct customers for hydrogen, the superfluous production will be absorbed by injection into the natural gas network. Fluxys Belgium considers that offering this possibility corresponds to proof of facilitator for which it does not wish to be exposed to financial or other compensation.
5.6	FEBEG	No	CA Local producer NCG	Regarding article 7.5, FEBEG wishes to stipulate that this should be an uninterrupted period of 3 years	See 1.2
5.7	FEBEG	No	CA Local producer NCG	Regarding article 8.2, FEBEG would appreciate that such a transfer would be facilitated in the case of an Affiliated Company.	See 1.3

Printed copy of written comments

All reactions			
Company	**First Name**	**Last Name**	**Confidential**
FEBEG	Luc	Huysmans	No
Febeliec	Peter	Claes	No
VIRYA	Cathy	Suykens	No

FEBEG

marketing@fluxys.com

From: Luc Huysmans (Febeg) <luc.huysmans@febeg.be>
Sent: 05 November 2024 17:13
To: marketing@fluxys.com
Subject: FEBEG reaction Fluxys cons 69
Attachments: 241105_FEBEG_CONS_Fluxys_69_allocation agreement_local producer.docx

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear all

Please find in attachment our reply to market consultation 69

Best regards

Luc Huysmans
power generation & energy policy advisor

Federation of Belgian Electricity and Gas Companies vzw/asbl
Rue Royale – Koningsstraat 146
1000 Brussels
www.febeg.be

T: + 32 2 500 85 85
M: + 32 496 59 54 15
Email: luc.huysmans@febeg.be
Please consider the impact on the environment before printing this e-mail

POSITION

Subject: FEBEG reaction on Fluxys market consultation 69
Date: 5 November 2024

Contact: Luc Huysmans
Telephone: +32496595415
Mail: Luc.huysmans@febeg.be

Introduction

FEBEG thanks Fluxys for the opportunity to react to Market Consultation 69: Update for all regulatory documents and a new connection agreement Local Producer non-compatible gas.

The consultation focuses on updating the procedure for using Capacity Conversion Services; updating the procedure in case one Network User decides to terminate the transport services towards this End User Domestic Exit Point; changes to the Access Code Transmission and the Transmission Program; and the introduction of a New Connection Agreement for Local Producers of Non-Compatible Gas.

The deadline for this consultation is 5 november 2024, EOB.

The remarks and suggestions of FEBEG are not confidential.

Remarks

1. On the procedure in case one Network User decides to terminate the transport services towards this End User Domestic Exit Point

- In the case where multiple clients are associated with a single point, FEBEG suggests Fluxys could disconnect the supply for the client without a shipper, ensuring this action does not impact the other client. If necessary, the administrative configuration of the point should be modified, such as splitting it into two GELs.
- For cases involving multiple shippers for one client:
  - as mentioned in the "Standard Connection Agreement – Client Final" §3.4.3, Fluxys is the shipper of last resort for 10+2 days for the portion allocated to the failing shipper. This should also be mentioned in the ACT.
  - in case of service termination by one of the shippers, we suggest the same way of working, meaning Fluxys as shipper of last resort for 10+2 days for the portion allocated to that particular shipper. If after this period there still is no

solution and/or no new allocation agreement, FEBEG proposes that Fluxys is given the possibility to go close the valve after that period.

- In any case, FEBEG is of the opinion that the fact that a shipper which is party to an allocation agreement with multiple shippers and/or end consumers, and which is deciding to early terminate its transmission services with Fluxys towards the concerned end consumer(s), should by no means impact the other remaining shippers.
  The current text proposal "*applying a proportional allocation rule based on the subscribed capacity of the concerned* ***remaining Network User(s)*** *for the concerned End User Domestic Exit Point or Domestic Point for Injection, until a signed Allocation Agreement is received by the TSO*" is just unfair, since the remaining Network User(s) have entered into a sales contract with the end user, and hence have taken positions not only on related volumes and capacity bookings, but also with regards to credit and financial risks.
  Putting the burden on the remaining Network User(s) leads to even more risks and could be detrimental to it/them, as it results in i) additional volumes, ii) capacity exceedings, and iii) additional credit/financial exposure, none of which are covered by the sales contract.

2. On the changes to the Access Code Transmission and the Transmission Program

ACT Attachment B, point 3.5.6.1: "*The TSO does not allow ex-post capacity conversion for newly acquired Bundled Capacity on PRISMA*".

FEBEG believes allowing a manual ex-post capacity conversion in case of a technical problem with the Prisma process is necessary.

3. On the Connection Agreement – Local producer of non-compatible gases

3.2.11. "The Local Producer accepts that the injection of Non-Compatible Gas (given the need for blending into Compatible Gas), may be subject to restrictions and, if necessary, should be temporarily reduced or stopped, at the explicit request of and within the predetermined time by the Operator, in accordance with the interruption procedure of the Quality Conversion to H Service as set out in Annex C.4 of the Access Code for Transmission."

FEBEG would like to know what the conditions and limits are, with regards to the limitation, reduction or cessation of injection by the grid operator. Are there stipulations on project-specific minimum flows? And what compensation mechanism is worked out to compensate for interruptions?

7.5. "Provided that three (3) months' notice is given, the Operator shall be entitled to request that the connection of the Local Injection Station to the Natural Gas Transmission Network be discontinued and this Contract terminated, subject to the payment of the Regulated Tariffs for this operation, and provided that no Standard Natural Gas Transmission Contract was concluded during a period of at least three (3) calendar years for this Local Injection Station, and provided that the Operator is held to and can demonstrate to take measures beyond the normal management and maintenance of the transmission facilities to keep the physical connection of the Local Injection Station active."

FEBEG wishes to stipulate that this should be an uninterrupted period of 3 years

8.2. "The Local Producer may not assign any of its rights and obligations under this Contract, in whole or in part, except with the prior written consent of the Manager. If the Manager grants such written consent to such transfer, in whole or in part, for a period less than the remaining term of the Contract, the Local Producer shall automatically reinstate its rights and obligations under this Contract upon expiry of such temporary transfer."

FEBEG would appreciate that such a transfer would be facilitated in the case of an Affiliated Company.

FEBELIEC

marketing@fluxys.com

From:	FEBELIEC <febeliec@febeliec.be>
Sent:	05 November 2024 16:56
To:	marketing@fluxys.com
Cc:	Baerts Marie-Pierre; Van Bossuyt Michael; Tirez Andreas
Subject:	Fluxys Belgium - Market Consultation 69: Update for all regulatory documents and a new connection agreement Local Producer non-compatible gas

You don't often get email from febeliec@febeliec.be. Learn why this is important

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Febeliec thanks Fluxys Belgium for the opportunity to react on this consultation.

As a general comment, Febeliec would like to refer to our reaction to Fluxys Consultation 66 in 2023: *Febeliec reaction to Fluxys Belgium Market Consultation 66: Update for the injection of compatible and non compatible gases in the methane network (https://www.fluxys.com/en/news/fluxys-belgium/2023/231117_consultation-66_changes_in_act_sta_and_tp).*

1. *Febeliec thanks Fluxys for the opportunity to comment on the proposed changes to the regulatory documents.*
    - *As Febeliec mentioned several times in the past, more frequent variations and increased volatility of the natural gas composition are detrimental for the efficiency of several industrial processes. Febeliec invites Fluxys to indicate whether the proposed changes could increase the volatility of the gas composition.*
    - *To the extent that H2 is to be part of the future fuel mix in a climate-neutral Europe, mixing it up with natural gas does not seem to be a step in the right direction. Though Febeliec recognizes the technical possibility to increase the hydrogen content of supplied natural gas, we invite Fluxys to provide a cost/benefit analysis of this solution, proving it offers a positive balance for society. Febeliec would like to mention the potential impact of higher hydrogen shares in the natural gas used for electricity production on the turbines' efficiency.*
    - *As for the proposed changes to allow the injection of new gasses (i.e. biomethane) in the natural gas transmission grid, Febeliec refers to its answer to Market Consultation 47, and more specifically to the potential impact of the gas composition and quality on industrial processes, as well as on the importance of the predictability and speed of change of gas quality and composition for the integrity of industrial processes using natural gas. Febeliec strongly advices Fluxys*
        - *to continue to strive for a stable and predictable gas quality and composition in the whole of its grid, acknowledging that current gas quality is well within the legal specs;*
        - *to thoroughly consult grid users potentially impacted by the injection of "new gases" every time a new producer requests injection into the Fluxys grid.*
2. *Febeliec also invites Fluxys to provide feedback on the possible impact on industrial processes (especially for gas used as a raw material) of an increased share of argon in the gas flows as a consequence of biogas injection in the gas grid (see market consultation in the Netherlands on this issue, https://www.internetconsultatie.nl/gaskwaliteit/b1).*

Febeliec insists on the need to bring more clarity on several key issues:

- Is it appropriate to blend hydrogen (whatever the purity or the molecule it is part of) in the Belgian (or European) natural gas network, given that the final aim is to use hydrogen as a molecule ?
- Is it desirable that the hydrogen content in natural gas is "artificially" increased to a specific level (today 2%)? Will this increase the volatility of the composition of natural gas and this cause additional technical challenges and costs for industrial consumers? What if the maximum percentage increases over time? What if specific levels for other molecules are introduced (e.g.CO2)?
- Fluxys proposes to become the owner of the "blending stations". This requires a more in-depth analysis and assessment:
    - What will be the impact on the hydrogen market? Will Fluxys become a player in the Belgian hydrogen market ?
    - What will be the impact on the natural gas transmission tariffs? How to avoid cross-subsidies?
    - What will be the respective roles and responsibilities of Fluxys, the local non-compatible gas producers and possible other involved players on the natural gas and hydrogen markets?

Febeliec strongly advices that a Task force is set up with all relevant stakeholders to discuss these issues. Febeliec is candidate to actively participate in these discussions.

Peter Claes*

on behalf of Febeliec vzw/asbl

Federation of Belgian Industrial Energy Consumers

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* acting as Manager of Econergy VOF, General Manager of Febeliec

Febeliec represents the industrial consumers of electricity and natural gas in Belgium.

Virya Energy

marketing@fluxys.com

From:	Cathy Suykens - Virya Energy <cathy.suykens@virya-energy.com>
Sent:	05 November 2024 16:04
To:	marketing@fluxys.com
Cc:	Dirk Vandercammen - Virya Energy; Sébastien Piret - Virya Energy
Subject:	publieke consultatie nr. 69 - aansluitingscontract non-compatible gas
Attachments:	Virya_Fluxys_ConnectionAgreement_Feedback_Virya_05112024.pdf

U ontvangt niet vaak e-mail van cathy.suykens@virya-energy.com. Ontdek waarom dit belangrijk is

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear madam, sir,

We are writing with regard to the public consultation "Update for all regulatory documents and a new connection agreement Local Producer non-compatible gas".

Thank you for the opportunity to provide feedback to the documents.

Please find attached the feedback of Virya Energy on this public consultation (on the Dutch version of the "Standaard Aansluitingscontract - Lokale Producent - Niet-compatibel gas").

Do not hesitate to contact us in case of questions or comments.

Kind regards,

virya energy

Cathy Suykens
Senior Regulatory Counsel
M: +32497571381
Boulevard de France 7 | 1420 Braine-l'Alleud | Belgium

Fluxys Belgium market consultation 69: Update for all regulatory documents and a new connection agreement Local Producer non-compatible gas

Feedback Virya Energy – 5 november 2024

Document: ***Aansluitingscontract – Lokale Producent – Niet-Compatibel Gas***	
Clausule	**Feedback**
Art. 3.2.11	--> Het is niet duidelijk wat de voorwaarden zijn van deze beperking, en wat de limieten zijn op het mandaat van de netbeheerder om de injectie aan beperkingen te onderwerpen, dan wel te reduceren of te doen stoppen. Het is tevens belangrijk dat een verzoek tot onderbreking redelijk en proportioneel is, en afdoende wordt gemotiveerd. --> Indien project specifieke minimumdebieten werden afgesproken nog voor de goedkeuring van dit aansluitingscontract, kan het niet de bedoeling zijn dat deze overschreven worden door het standaard aansluitingscontract. --> Gelet op het belang van de continuïteit van injectie voor de Lokale Producent, dient een compensatiemechanisme uitgewerkt te worden om onderbrekingen financieel te vergoeden. Bovendien dient het duidelijk te zijn welke limieten er gelden op deze onderbrekingen met betrekking tot de frequentie ervan en de mogelijke oorzaken.
Art. 7.5	Bij deze clausule dient te worden toegevoegd dat dit gaat om een ononderbroken periode van minstens 3 jaar.
Art. 8.2	Bij deze clausule dient te worden verduidelijkt dat de toestemming niet redelijkerwijze mag weerhouden worden, en dat de technische en financiële waarborgen gelijkaardig zijn aan deze destijds voorgelegd door de Lokale Producent. De Lokale Producent dient in de mogelijkheid te worden gesteld het contract over te dragen aan een Verbonden Onderneming zonder dat hiervoor de toestemming van de netbeheerder vereist is.
Art. 8.6	Het is belangrijk dat project specifieke afspraken en waarborgen voorrang hebben op de generieke clausules, dan wel dat er van de generieke clausules kan worden afgeweken op basis van afspraken die gemaakt werden reeds voor de inwerkingtreding van het aansluitingscontract, maar ook erna.
Bijlage 1 §4.1	De Lokale Producent moet beschikken over een Kwaliteitscontrolesysteem (ISO 9001 of gelijkwaardig) en een Milieubeheersysteem (ISO 14001) Compliance with **ISO9001 and 14001** ==> Op welke manier is deze vereiste van toepassing op

	projectniveau, en op welk moment dient de Lokale Producent hierover te beschikken en wat zijn de consequenties hiervan?