

To the network users of Fluxys TENP GmbH

Date
13/10/2017

Consultation:

Interconnection Agreement cross-border point Wallbach

Dear Sir or Madam,

According to Article 4 (2) of the Commission regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules (NC INT) Fluxys TENP GmbH (Fluxys TENP) invite their network users to comment on the designated Interconnection Agreement Wallbach.

Citation NC INT Art. 4 (2) for information:

“Before concluding or amending an interconnection agreement which contains rules referred to in Article 3(c), (d) and (e), transmission system operators shall invite network users to comment on the proposed text of those rules at least two months before the agreement is concluded or amended. The transmission system operators shall take the network users’ comments into account when concluding or amending their interconnection agreement. “

If your company uses or plans to use capacities at the cross-border point Wallbach, you will be given the opportunity to send us your remarks, objections and proposals on the rules for matching, allocation and communication procedures. Please send your answer to mailbox

Info.FluxysTENP@fluxys.com by **17 December 2017**.

Yours sincerely,

Fluxys TENP GmbH

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Attachment: Excerpt of Designated Interconnection Agreement Wallbach (8 pages)

Excerpt of Designated Interconnection Agreement Wallbach

INTERCONNECTION AGREEMENT

between

FluxSwiss Sagl

Fluxys TENP GmbH

Open Grid Europe GmbH

Swissgas

and

Transitgas AG

for Wallbach Interconnection Point

[...]

Excerpt of Designated Interconnection Agreement Wallbach

[...]

This Agreement is made by and between:

FluxSwiss Sagl, Via della Posta 2, 6900 Lugano, Switzerland , a company incorporated under the laws of Switzerland, (hereinafter called “FS”),

Fluxys TENP GmbH, Elisabethstraße 11, 40217 Düsseldorf, Germany, a company incorporated under the laws of Germany, (hereinafter called “FT”),

Open Grid Europe GmbH, Kallenbergstraße 5, 45141 Essen, Germany, a company incorporated under the laws of Germany, (hereinafter called “OGE”),

Swissgas, Grütlistraße 44, 8002 Zürich, Switzerland, a company incorporated under the laws of Switzerland, (hereinafter called “SG”) and

Transitgas AG, Horüti 12, 6110 Wolhusen, Switzerland, a company incorporated under the laws of Switzerland, (hereinafter called “TG”)

Hereafter collectively referred to as “Parties” and individually referred to as “Party”.

[...]

Excerpt of Designated Interconnection Agreement Wallbach

[...]

3 Matching, Flow Control and Coordination of Operations

The Parties agree to perform the flow control at the Interconnection Point on the basis of an Operational Balancing Account. The arrangements for the nomination and matching procedure, flow control, the coordination of operations and communication procedures in case of Exceptional Events at the Interconnection Point are set out in Appendix F, Gas Control Procedure.

[...]

Excerpt of Designated Interconnection Agreement Wallbach

[...]

5 Allocation of Gas Quantities and Operational Balancing Account

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

[...]

Excerpt of Designated Interconnection Agreement Wallbach

[...]

Appendix F - Gas Control Procedure

F1. Roles and Rules of the Nomination and Matching Procedure

- F1.1. The Parties agree to perform Double-Sided Nomination.
- F1.2. 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”.
- F1.3. In the Matching Process OGE shall operate as Initiating Transmission System Operator and FS shall act as Matching Transmission System Operator.
- F1.4. Regarding nomination and matching procedures within Appendix F.1, OGE acts on behalf of FT.
- F1.5. FT sends to OGE the matching request containing the shipper nominations for each pair of shipper codes nominated at FT at the Interconnection Point. The Matching Process starts with the matching requests sent by OGE to FS containing the shipper nominations for each pair of shipper codes, nominated at FT and OGE at the Interconnection Point. Furthermore, SG sends to FS the matching request containing the shipper nominations for each pair of shipper codes, nominated at SG at the Interconnection Point.
- F1.6. For each pair of shipper codes, the matching notice will contain figures for 24 (23/25) hours and only directional positive figures.
- F1.7. In the Matching Process FS compares for each pair of shipper codes and for each direction the hourly quantities of the last matching request received from OGE to the hourly quantities on the corresponding pair of shipper codes. After the Matching Process FS sends the matching confirmation including the Confirmed Quantities at the Interconnection Point for each pair of shipper codes to OGE and SG. OGE forwards the matching confirmation to FT.
- F1.8. In case the hourly quantities for a direction and for a pair of shipper codes received by FS are different to the quantities sent by OGE, the “lesser rule” principle shall apply as described in the CBP 2014-001/01.
- F1.9. Further details of the nomination and matching procedure, will be agreed between the respective dispatching departments on basis of operational commitments by email or telephone.
- F1.10. Each Party shall be capable to receive and process the agreed Edig@s- Protocol.

[...]

Excerpt of Designated Interconnection Agreement Wallbach

[...]

F4. Coordination of Operations and Communication Procedures in Case of Exceptional Events

[...]

F4.3 In cases of Exceptional Events, all 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.

F4.4 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 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.

F4.5 Any communication in cases of Exceptional Event 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.

F4.6 In case of an Exceptional Events 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.

[...]

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[...]

Appendix G - Allocation of Gas Quantities and Operational Balancing Account

The allocation shall be performed as follows:

- G1. The Parties shall work together to ensure consistency between the allocated quantities at both sides of the Interconnection Point.
- G2. The allocation for a particular pair of shipper codes will be equal to the last Confirmed Quantities for that particular pair of shipper codes.
- G3. The difference between the measured quantity and the total allocations are allocated to the Operational Balancing Account (OBA). The OBA shall not be used for commercial purposes.
- G4. The Parties define the limit of the OBA at ± 12 Million kWh (hereinafter the "Original Limit").
- G5. Where the Original Limit of the OBA is reached, the Parties may agree to extend the limit in order to provide allocations to Shippers that are equal to their Confirmed Quantities or otherwise allocate quantities to Shippers proportionally based on the measured quantity. This limit extension might be required during change-over process in order to optimize the overall flow reversal process.

The OBA account shall not exceed the Original Limit. If at the end of any Hour the OBA account exceeds the Original Limit, the Parties have the right to request the other Party to take mutual action in order to bring the OBA account back within the Original Limit. In that event the Parties will agree as soon as possible in which manner and at which time any volume in the OBA account will be corrected and, if requested by one of the Parties, will be brought back to 0 kWh.

- G6. The extension of the limits as described in paragraph G5 of this Article 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.

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G7. In the event that

- (i) the original limits of the OBA are reached and the Parties do not agree to extend the Original Limits, or
- (ii) one Party has requested to bring back the OBA into its Original Limits and the other Parties failed to do so,

Parties should investigate on short notice further possible measures depending on the specific situation (e.g. Swaps to recover achievable flows, market measures to reduce capacities at IP Wallbach) to allow allocations to Shippers that are equal to their Confirmed Quantities. If the Parties do not agree on short notice about measures to solve the situation, the Parties will allocate quantities to the Shippers proportionally based on the measured quantity after having informed the Shippers of the change of the allocation method. For the sake of clarification it is mentioned that Confirmed Quantities in the opposite direction of the physical flow will remain unchanged when proportional allocation is used.

[...]