



Προς τη
ΡΥΘΜΙΣΤΙΚΗ ΑΡΧΗ ΕΝΕΡΓΕΙΑΣ
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Αθήνα, 30 Σεπτεμβρίου 2021
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Θέμα: : Δημόσια διαβούλευση της ΡΑΕ για τον Κώδικα Διαχείρισης του Ανεξάρτητου Συστήματος Φυσικού Αερίου Αλεξανδρούπολης – Alexandroupolis LNG Terminal Access Code

Αξιότιμοι,

Επισυνάπτεται στο παρόν, κείμενο με τις απόψεις της εταιρείας μας «ΔΕΠΑ Εμπορίας Α.Ε.» κατά τη διαδικασία της εν θέματι διαβούλευσης.

Παραμένουμε στη διάθεση σας για ό,τι περαιτέρω απαιτηθεί.

Με εκτίμηση,


Γιώργος Πολυχρονίου
Συντονιστής Διευθυντής Δραστηριοτήτων
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Συνημμένα: (3) σελίδες



**DEPA Commercial S.A. comments on
RAE's Public Consultation re GASTRADE – ALEXANDROUPOLIS
LNG TERMINAL ACCESS CODE**

Chapter 2 “General Principles”, para. 2.1 “Definitions”

Allowable Volume Tolerance: It is proposed to examine the possibility for the Allowable Volume Tolerance to be within the range of $\pm 5\%$ in terms of volume (m³), (instead of the suggested in the consultation document limit of $\pm 2\%$), so as to be compatible with typical spot cargoes tolerance limits.

Retainage: Calculation of Retainage should take into account Technical specifications of the Terminal and International standard and practices for similar LNG Terminals. So a clear procedure of its calculation approved by the NRA is proposed to be established.

Chapter 4 “Capacity and Annual Plan”

Para. 4.2.3: A platform for secondary trading, where Users will trade secondary capacity products, such as unused capacity, is suggested to be provided by the Terminal Operator to facilitate secondary market transactions among Users.

Para. 4.3.4: It is suggested in the first period of Terminal Operation (e.g. for the first 1- 2 years), that a transitional Annual Plan process to be implemented, providing to Users more extended time frames in order to arrange their Annual Scheduling. For this period it is proposed for Users at Stage 2, to submit to the Terminal Operator their revised and firm ReqACDS and ReqSOS by 31st August so as to have more time to arrange their final LNG cargo unloads and consequently at Stage 3 for the Terminal Operator to issue the finalized Annual Plan to all Users until the 15th of September of each of the first years.

Para. 4.5.1: Rules and specific criteria of prioritization regarding Annual Plan determination are suggested to be provided in detail by the Terminal Operator, so as to achieve non-discriminatory and impartial planning. Regarding the process for the Annual Plan, the determination of an auction process for slots could also be examined among potential other alternatives, after the Terminal Operator has estimated the cargo needs according to the Requested Annual Cargo Delivery Schedule (ReqACDS) and Requested Send Out Schedule (ReqSOS).

Chapter 7 “Nominations and Regasified LNG”

Para. 7.1.3 “Revised Nominations-Timing”



It is proposed for the Revised Renomination in respect of a Day to be received no later than 16:30 instead of the proposed 15:00, so as to enable Users to take into consideration as much as possible updated gas flow data. The Terminal Operator is proposed to notify the Users by 17:30. Taking into account that the Nomination Process is related with many parameters that may be modified within the forthcoming years until Commercial Operation of the Terminal, it is proposed that the Revised Nominations-Timing be re-examined through an additional consultation at least six (6) months before the COD.

Chapter 8 “LNG Lending and Borrowing”

Para. 8.3.1: It is proposed to insert reference in the TAC that the reconciliation mechanism in any case should secure the financial neutrality of the Terminal Operator at the end of the Contract Year.

The proposed IUA shall also be reviewed and be subject to a consultation.

Chapter 9 “LNG Cargo deliveries and Failed LNG Cargo events”

Para. 9.5.3: In Paragraphs 9.5.3a and 9.5.3b, it is suggested to also include the Capacity booking Costs in Mitigation Funds that Terminal Operator will be entitled to draw from Inter User Guarantee in case of a Failed LNG Cargo Event. Thus, the following amendment is proposed: “*Such Mitigation Funds may be applied **indicatively** to the following costs, as applicable:*”, as other costs may also occur as a consequence of a Failed LNG Cargo Event.

Para. 9.6.2: It is proposed that the Terminal Operator takes into consideration minimum offers oriented in European Gas Hubs.

Chapter 10 “Terminal Use”

Para.10.4.3 “LNG Cargo Notices”: The First Notice is suggested to be provided between a time period that begins five (5) days before the departure of the vessel and ends the day of the departure, taking into account that it is not granted that in all cases a 5-day notice before the departure of the vessel may be accommodated by the supplier.

Para. 10.12 “Terminal Maintenance”

It is proposed that the Interconnection Agreement foresees potential collaborations and synergies of the adjacent TSOs with the LNG Terminal, during the maintenance period in order to minimize the impact for the Users and provide possibilities for complementary gas supply, due to the fact that during maintenance periods, hydraulic restrictions that minimize gas flow within transmission networks may be altered or even cancelled.



Chapter 11 “Invoicing and payments”

Para. 11.10.1: Any amount determined (pursuant to clause 13.5) to have been unduly paid, shall be paid back with the applicable default interest rate.

Chapter 13 “Other”

Para. 13.1. “Port Liability Agreement”

It is suggested that the Port Liability Agreement, after having been formulated, to be set under public consultation.

The Port Liability Agreement could include technical specifications in order for the vessel to be compatible with the Terminal (e.g. mooring process, Bathymetric Charts etc.)

It is proposed that the Port Liability Agreement to also include all obligations that the vessel should comply with in order to be accepted by the Terminal Operator (including Insurance, Environmental obligations etc.). It is considered important for the Terminal User to have feedback by potential Suppliers prior entering into an agreement with them, regarding the ability of the LNG Suppliers to accommodate the Port Liability Agreement provisions.

Para. 13.3.3 & 13.3.4 second sentence

- The insurance obligations set out under 13.3.3(iii) and 13.3.3(iv) shall apply only to Users that are either Shippers or charterers and not to Users that are simply receivers of an LNG cargo.
- 13.3.3 shall be reviewed taking into account that the obligations provided for therein do not apply to Users who are neither shippers nor charterers.

Para. 13.5.1: This provision shall be subject to the final and binding decision of the expert which may decide otherwise (e.g., the defeated party to indemnify the other party).