

	GRID CODE	PO-KO-005
	<i>ver. 2.1</i>	<i>page 1 from 10</i>

GRID CODE – GENERAL CONDITIONS CODE

	Prepared by	Controlled by	Approved by
Name of Company	KOSTT	KOSTT	ERO
Date	22.11.2010	09.12.2010	10.09.2010

TABLE OF CONTENTS

1	Introduction.....	3
2	Objective.....	3
3	Scope.....	4
4	Unforeseen Circumstances	4
5	Revision of the Grid Code	5
5.1	General	5
6	Disputes.....	5
6.1	General	5
6.2	Dispute Procedure	6
7	Derogations	6
7.1	General	6
7.2	Application for Derogation	6
7.3	Granting of Derogation	7
7.4	Failure to Obtain a Derogation.....	7
7.5	Failure of the TSMO to Meet a Grid Code Condition	7
8	Code Administrator	7
8.1	General	7
8.2	Functions of the Code Administrator.....	7
9	Confidentiality	8
9.1	General	8
10	Communication between Parties	8
11	General Information	9
12	Resources and Documents.....	9

	GRID CODE	PO-KO-005
	<i>ver. 2.1</i>	<i>page 3 from 10</i>

Chapter 1: General Conditions Code

1 Introduction

1.1.1.1 Each individual section of this **grid code** contains the rules and provisions relating specifically to that code or section of code. The specific codes that this **general conditions code** applies to are as follows:

- This **general conditions code**;
- The **planning code**;
- The **connections code**;
- The **operational planning code**;
- The **balancing code**;
- The **operations code**;

1.1.1.2 There are provisions that apply generally and that require to be included in this **grid code**. These provisions apply to all the above codes that comprise the total **grid code** and are detailed in this **general conditions code**.

1.1.1.3 Terms that are in bold type are defined terms and shall be interpreted according to the definition in the **glossary** of the **grid code**. A word that forms all or part of defined term and which is not in bold type shall not be treated as a defined term.

1.1.1.4 Where the **glossary** refers to any word or term that is more particularly defined in a code or section of the **grid code**, then the definition in that code or section of the **grid code** prevail over the definition in the **glossary** in the **event** of any inconsistency.

1.1.1.5 This **grid code** is written in the English language. In the **event** of any contradiction, inconsistency or confusion arising between the English original and the Albanian translation then the English language version shall prevail.

2 Objective

2.1.1.1 The overall objective of this **general conditions code** is to ensure, as far as is possible, that the various sections of this **grid code** work together and with the other

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 4 from 10</i>

codes and rules for the electricity market in Kosovo, for the benefit of the operation of the Kosovan **power system** and for all **parties**.

2.1.1.2 The specific objective of this **general conditions code** is to have in place rules for dealing with the following:

- Unforeseen Circumstances as per section 4;
- The management of this **grid code** including the procedures to be followed for proposing, making and implementing changes;
- **Derogations** where a **party** cannot meet the requirements set out in this **grid code**;
- Disputes;
- Code administrator;
- Confidentiality;
- Communications between **parties**:

3 Scope

3.1.1.1 This **general conditions code** applies to the following:

- The **TSMO**;
- **Distribution system operators (DSOs)**;
- **Generators**;
- All other **parties** operating in the Kosovan **power system** who are bound by the requirements of this **grid code**;
- the **regulator**:

4 Unforeseen Circumstances

4.1.1.1 If circumstances arise that the provisions of this **grid code** could not reasonably have foreseen, the **TSMO** shall, to the extent reasonably practicable in the circumstances, consult promptly with all affected **parties** in an effort to reach

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 5 from 10</i>

agreement as to what actions, if any, should be taken. If agreement between the **TSMO** and those **parties** cannot be reached in the time available, the **TSMO** acting as a **reasonable and prudent operator** shall determine what actions, if any, should be taken. The **TSMO** shall notify the **parties** and the **regulator** of its decision and the reasons for it as soon as practicable.

4.1.1.2 Whenever the **TSMO** makes a decision, it shall do so having regard, wherever possible, to the views expressed by the other **parties** and, in any **event**, to what is reasonable in all the circumstances.

4.1.1.3 Each **party** shall comply with all the instructions given to it by the **TSMO** following such a decision provided that the instructions are consistent with the ongoing safe operation of the **system** of the particular **party**. The **TSMO** shall promptly refer all such unforeseen circumstances and any such decisions to the operational codes governance committee (**OCGC**) for consideration in accordance with paragraph 5 of this **general conditions code**.

5 Revision of the Grid Code

5.1 General

5.1.1.1 This **grid code** lays down the conditions that have to be complied with by all **parties**. Revisions to this **grid code** will be undertaken by the operational codes governance committee (**OCGC**) as per ‘The Rule on Governance Procedures for Technical /Operational Codes’ approved by the **regulator**. The **TSMO** shall take responsibility for incorporating any amendments agreed by the **OCGC** and approved by the **regulator** and for issuing the amended code.

6 Disputes

6.1 General

6.1.1.1 The **grid code** contains rules that are mandatory and are generally specific covering most of the situations that are likely to arise in the areas covered by this **grid code**. All **parties** should in the implementation of these rules act at all times in good faith. The aim should be to try, as far as is possible, and ensure that disputes do not occur.

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 6 from 10</i>

6.2 Dispute Procedure

6.2.1.1 Disputes arising from the operation of this **grid code** shall be dealt with in accordance with the ‘The Rule on Dispute Settlement Procedures’ approved by the **regulator** for disputes arising between parties in the power market.

7 Derogations

7.1 General

7.1.1.1 All **parties** bound by the terms of this **grid code** must fully comply with its provisions in all relevant aspects. Where a **party** to this **grid code** cannot fully meet the requirements of this **grid code** then that **party** must seek for **derogation**.

7.2 Application for Derogation

7.2.1.1 As soon as a **party** becomes aware that it is unable to meet in full one or more of the conditions of this **grid code** then that **party** must immediately inform the **TSMO** and request a **derogation**. The request will contain the following information:

- The condition that cannot be met;
- The reason for the inability to meet the condition;
- The time that the condition cannot be met – i.e. totally, occasionally, etc;
- The impact of the failure to meet the particular condition;
- The likely date when the condition will be met in full:

7.2.1.2 **Derogations** must be applied for in respect of every site or plant item¹ and under no circumstances will blanket **derogations**, covering different sites and different types of **generating units** or other equipment be granted.

¹ In the case of a **power plant** where two or more identical **generating units** fail to comply with all the conditions of this **grid code** and there is a common reason for this failure then a single derogation can be applied for and could be granted. Where a **power plant** has **generating units** that are not identical then an application for a derogation must be submitted in respect of each type.

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 7 from 10</i>

7.3 Granting of Derogation

7.3.1.1 The **TSMO** will consider all the facts in deciding whether or not to grant a derogation and will provide the decision within one month. Unless there are exceptional circumstances a **derogation** will only remain in place for a maximum period of three years when a re-application will be required.

7.4 Failure to Obtain a Derogation

7.4.1.1 If a **party** who cannot fully meet the requirements of this **grid code** and fails to obtain a **derogation** then the following sanctions will apply:

- He will receive a warning in writing from the **TSMO**;
- If the situation is not rectified within two months of receipt of the above warning a final warning will be issued;
- If within a further two months the situation has still not been rectified then the **TSMO** will consult with the **regulator** and will apply a sanction ranging from a monetary fine to disconnection from the system:

7.5 Failure of the TSMO to Meet a Grid Code Condition

7.5.1.1 If the **TSMO** cannot meet all the conditions of the **grid code** then the **TSMO** must inform the **regulator** as soon as possible and in no circumstances in more than 14 days from becoming aware of the condition.

7.5.1.2 The **regulator** will consult with the **TSMO** and with who ever else he considers necessary and within 28 days will agree the action to be take.

8 Code Administrator

8.1 General

8.1.1.1 The **TSMO** shall act as code administrator and as such will carry out the functions detailed below in a professional, timely and non-discriminatory manner.

8.2 Functions of the Code Administrator

8.2.1.1 The functions of the code administrator shall include the following:

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 8 from 10</i>

- Maintain the fully serviced master copy of the **grid code** ensuring that all agreed revisions are incorporated;
- Post the current approved version on the internet;
- Post proposed changes on the internet (for consultations);
- Post approved changes on the internet;
- Inform, in writing, all **parties** who have registered with the **TSMO** for such information that there are proposed changes, approved changes or a new version of the **grid code** available on the internet.

9 Confidentiality

9.1 General

9.1.1.1 In order for the provisions of this **grid code** to be fully adhered it is important that confidentiality of data and/or information is fully respected.

9.1.1.2 All data and information exchanged between the **parties** to this **grid code** and required by them in order to properly carry out their obligations under this **grid code** must be treated as confidential information unless agreed otherwise.

9.1.1.3 Data and information exchanged for a particular purpose must only be used for that purpose unless both **parties** agree otherwise.

9.1.1.4 The **TSMO** is released from the obligations under this section when data has to be provided either through regular reporting or on request, from the government, **regulator**, courts and other state institutions, based on the existing regulation or legal proceedings. Under these circumstances the **TSMO** is obliged to notify the **party** that submitted the relevant data in each case.

10 Communication between Parties

10.1.1.1 Unless otherwise specified in this **grid code**, all instructions given by the **TSMO** and communications between the **TSMO** and other **parties** shall take place between the staff in the **TSMO** control centre and the staff notified to the **TSMO** by each other **party**.

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 9 from 10</i>

10.1.1.2 Unless otherwise specified in this **grid code** all instructions given by the **TSMO** and communications between the **TSMO** and other **parties** will be carried out by telephone or in writing (see section 11). Where they are given by telephone then they should if either **party** requests it be backed up a written conformation.

10.1.1.3 If the **TSMO** control centre or the control centre of another **party** is moved to another location, due to an emergency or for any other reason, the **TSMO** or the other **party** as appropriate shall inform one another of the new location as soon as practicable following the move.

11 General Information

11.1.1.1 Within this document certain words and phrases have the following meanings:

- References to the masculine shall include the feminine and references in the singular shall include references in the plural and *vice versa*;
- Where this **grid code** specifies written information or written confirmation to be given then any other suitable means of electronic transfer that enables the recipient to retain the information – such as electronic mail or FAX – fulfils this requirement;
- Except where explicitly stated otherwise all references to section shall be a reference to a section in this **grid code**;
- Except where explicitly stated otherwise, all references to paragraph shall be a reference to a paragraph in the appropriate section of this **grid code**:

12 Resources and Documents

12.1 Resources

Nr.	Name of Document
1.	Law on Electricity
2.	Transmission System Operator Licence
3.	
4.	

12.2 Documents and forms

	GRID CODE	PO-KO-005
	<i>ver.2.1</i>	<i>pages 10 from 10</i>

12.3 Revision Information

Version	Date	Description	Preservation time
1.1	27.01.2007	Edition 1, Revision 1	1 year
2.0	14.01.2008	Edition 2	2 years
2.1	10.09.2010	Edition 2, Revision 1	