

Bemerkingen en suggesties naar aanleiding van de publieke consultatie omtrent de T&C OPA, T&C SA en de regels voor de coördinatie en het congestiebeheer

In dit document groepeert het BOP haar bemerkingen en suggesties, samen met die van haar leden. Het BOP blijft ter beschikking voor verdere verduidelijking indien gewenst.

Algemene opmerkingen

Op donderdag 26 september bespraken het BOP en Elia de procedure voor het beheer van storm op zee in detail tijdens een bilateraal overleg. Tijdens deze meeting werden een aantal afspraken gemaakt om wijzigingen aan te brengen aan de procedure ten opzichte van de design nota (versie 18 juli 2019) en het T&C BRP contract met integratie van de procedure voor het beheer van storm op zee zoals geconsulteerd van 16 augustus tot 16 september 2019.

Reflectie van de overeengekomen wijzigingen werden nog niet opgenomen in de T&C OPA en T&C SA die voorliggen in deze publieke consultatie. Het betreft aanpassingen aan onder andere de volgende artikels:

OPA Contract

- ART. II. 16 Communication of storm risk:
 - II.16.3 Unilaterally adapting its Outage Status and/or Pmax available as soon as a cut-out occurs → It was agreed to not change the availability status, but reduce the Pmax to a minimum of 25%.
 - II.16.4 An agreement was made on the details of the comeback procedure (i.e. maximum time for reintroduction and a best effort clause to approve a change of Pmax as fast as possible) and also: impact of late Status change (e.g. referring to art. II.19)

SA Contract

- ART. II.14 Communication of storm risk
 - II.14.3 Mentioning of maximum evaluation time and best effort clause

Gelieve alle wijzigingen op te nemen zoals overeengekomen op 26 september 2019.

Specifieke opmerkingen

T&C OPA

- Recital (23) does not seem to 100% reflect what is included in Art. 252 of the FGC: art. 252 states that interruptions / decrease should be communicated, not “that the OPA of an offshore wind park should amend its availability plan including the max available power due to a forecasted or ongoing storm event. Please rephrase to following (or similar) wording: *“pursuant to article 252 and 253 of the Federal Grid Code, the OPA of an OWP should communicate any complete or partial disruption or decrease of electricity production of an OWP as soon as possible to the TSO [...]”*.

T&C SA

- Recital (20) does not seem to 100% reflect what is included in Art. 252 of the FGC: art. 252 states that interruptions / decrease should be communicated, not “that the OPA of an offshore wind park should amend its availability plan including the max available power due to a forecasted or ongoing storm event. Please rephrase to following (or similar) wording: *“pursuant to article 252 and 253 of the Federal Grid Code, the OPA of an OWP should communicate any complete or partial disruption or decrease of electricity production of an OWP as soon as possible to the TSO [...]”*.
- Art. 3 (c) which Recital is this referring to?
- Art. 3 (f): which Recital is this referring to?
- II.8.7+8: please revise as follows, in order to ensure compliance with art. 13 of the Electricity Regulation:

“II.8.7 For Offshore Power Park Modules, Art. II.8.5 is not applicable for Incrementals or start-ups.

II.8.8 During this procedure, Elia will use all reasonable and possible means to guarantee the ~~respect the~~ priority of dispatch for electricity produced from renewable energy sources or high-efficiency cogeneration ~~described in~~ as required by article 13 of the Electricity Regulation. Nevertheless, Elia may request bids on Offshore Power Park Modules if the safety, reliability and efficiency of the Elia Grid so requires while respecting article 13 of the Electricity Regulation. Elia remunerates the SA for Decrementals in accordance with Art. II.18.7.”

- Art. 1 (5): something has gone wrong with the second to last sentence?