

Febeliec answer to the Elia consultation on the proposal of amendment of the T&C BRP following the introduction of Transfer of Energy for the DA and ID markets and following requests of the CREG and the VREG

Febeliec would like to thank Elia for this consultation on the proposal of amendment of the T&C BRP following the introduction of Transfer of Energy for the DA and ID markets and following requests of the CREG and the VREG.

Febeliec would like to stress that it considers the roles of the BRP as quintessential to the functioning of the electricity market and to ensure that the residual imbalance to be covered by the TSO is as small as possible, which also has an impact on the overall cost for consumers through the tariffs of the TSO. As such, Febeliec welcomes the work done on the T&C BRP to align them with all the evolutions in the market, in particular also now the opening up of ToE for the day ahead and intraday market timeframes.

Febeliec in this framework would also like to refer to its answers to the Elia consultation on the rules for the organization of ToE, which closed a few days before this consultation, in which Febeliec pointed out that ToE in DA/ID is important to ensure that all market parties, in particular consumers, are able to capture as much value from market participation as possible, which according to Febeliec implies that the success of ToE in DA/ID does not necessarily lie in the market volume that is applying this ToE solution, but rather in the better bargaining position that it gives consumers in order to be able to valorise their flexibility. Febeliec also pointed out that it strongly regrets that Elia will not implement the activation combo which would allow for a delivery point to provide two services within the same quarter hour, as by this omission, Elia forces market players with demand side response to choose between markets, whereas such limitation does not exist for generation facilities. As a result, Febeliec indicated that it cannot accept this discrimination and market barrier and thus ask explicitly to remove it by allowing an activation combo. Febeliec also provided a similar reasoning in that consultation on the omission of a multiple FSP functionality on a single delivery point, which also forces market players with demand side response to select only one FSP in the only market (see above) they are allowed to valorise their flexibility, even more limiting their ability to valorise their flexibility as this does not allow them to select for every product that FSP that would give them the best value, but rather would have to select one single FSP for all products which would not necessarily allow them to optimize and maximize their flexibility valorisation, to the detriment of their revenue but also to market functioning. In light of this consultation, Febeliec most strongly urges Elia but also CREG to reconsider these positions and remove these market barriers and duly adapt the T&C BRP to this effect.

Febeliec also most strongly continues to urge Elia and CREG to remove the exclusion of simultaneous participation to SDR and balancing services, as it would be strange that delivery points could participate to DA/ID and balancing, but not to any combination with SDR (and even more strange not to a combination of DA/ID and SDR, which would exclude delivery points completely from the market, which would be an aberration as price formation is done on those markets), also in these T&C BRP.

Febeliec furthermore opposes the proposed exclusion for a given quarter hour of simultaneous participation to balancing and DA/ID markets, as this severely limits the valorisation of flexibility and according to Febeliec is even an undue market barrier that does not exist for other flexibility (see above) and urges that these T&C BRP are duly adapted to this effect. Febeliec reiterates that the proposed penalty (exclusion for one month from the DA/ID flexibility service or even 3 months if another occurrence within 12 months of the first occurrence) seems extremely punitive for Febeliec as it is based on a unilateral decision by Elia to not develop a combo activation capability and does not exist for other sources of flexibility. For Febeliec, this is not acceptable as this could strongly jeopardize market participation of delivery points, and as such should be remedied and adapted in these T&C BRP.

Specific comments:

1. Throughout the documents, some of the references are missing (reference source not found or referring to "0").
2. The contract still refers to David Zenner as Key Account Manager. Febeliec does not know if this is still correct and wonders in general whether this regulated contract should refer to a specific person at Elia or rather a specific function.

3. For the definition of delivery point, Elia refers to a point offering balancing services, strategic reserve services or ToE DA/ID, yet Febeliec wonders whether this should not include all ancillary services, including a.o. blackstart services and reactive power services.