

Subject: Elia consultation on the proposal of amendments of the T&C BRP following the integration of the offshore storm mitigation process: FEBEG Position
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1. Introduction

On the 16th of August, 2019 Elia launched a formal public consultation on the proposals of amendments of the T&C BRP following the integration of the offshore storm mitigation process. The deadline of this consultation is 16th of September, 2019.

FEBEG welcomes this consultation and would like to thank Elia for creating this opportunity for all stakeholders to react on the proposals of amendments of the T&C BRP.

FEBEG would like to put forward the following non-confidential feedback, comments and suggestions.

2. Article 1: definition of 'STORM AT SEA'

A definition of 'Storm at sea' is added in article 1 of the T&C BRP.

The proposed definition is very vague and leaves a lot of room for interpretation. What are 'bad' weather circumstances? When are bad weather circumstances 'predictable'? How to interpret a 'non-negligible risk of involuntary cut-out'? What are the 'technical characteristics of the offshore-power park modules that will be taken into account'? **As the T&C BRP links obligations and liabilities to the concept of 'storm at sea', such a vague definition is not acceptable.** A more precise definition of 'storm at sea' is described in the Elia design note, but this is not a binding regulatory document.

On top of that, the sentence 'with as consequence a non-negligible risk of an imbalance for the concerned BRP and the Belgian balancing zone' describes a consequence, but has no added value for the definition. To the contrary, it increases potential confusion and interpretation issues. The definition is not met when there's only a negligible risk for an imbalance? Who will assess the impact of the imbalance on the Belgian balancing zone?

For the abovementioned reasons, FEBEG proposes to modify the definition of ‘storm at sea’. As the detection of a ‘storm at sea’ triggers obligations and liabilities, the definition should not leave any room for interpretation: therefore

FEBEG suggests that the definition refers to a storm at sea ‘as detected and communicated by Elia’. In other words: a decision of Elia determines whether or not there’s a storm at sea and whether or not obligations and liabilities are triggered.

3. Article 15: balancing obligation

3.1 General comments

The Elia proposals for the design of the offshore integration have been intensively discussed and have evolved considerably over time. FEBEG welcomes this evolution and supports the main principles of the resulting design, basically consisting of two improvements to the market design:

- an improved information exchange between the offshore BRP and Elia;
- use of slow start units by Elia to anticipate a possible imbalance due to cut-outs of offshore parks.

The design agreed upon needs now to be **accurately translated in the relevant regulatory documents**, especially the T&C BRP’s. FEBEG assumes that also the future T&C’s ‘Outage Planning Agent’ and T&C’s ‘Scheduling Agent’ will be impacted.

In this respect, FEBEG wants to express **the following two general concerns**:

Nature of the balancing obligation:

The balancing obligation of the BRP is an obligation of means which is clearly described in the NC ‘Electricity balancing’: i.e. article 17: ‘In real time, **each balance responsible party shall strive to be balanced** or help the power system to be balanced’. The integration of the offshore design should not change the nature of the balancing obligation which should remain an obligation of means.

In its design note, Elia states that it will require justification from the BRP’s who did not follow published storm forecasts and that it might decide to trigger the termination procedure. In this context it is important to point out that – as the balancing obligation is an obligation of means – Elia still needs to prove that the BRP did not act as a ‘normal, product BRP’ (bonus pater familias).

Distinction between BRP's and BRP's responsible for an off-shore power park module

Elia should make a clear distinction between the BRP's – in general – and the BRP's responsible for an off-shore power park module for which modifications to the market design have been discussed. The integration of the offshore design should not be used to increase obligations or liabilities for BRP's that don't have offshore in their portfolio.

So, according to FEBEG Elia should, at the one hand, **respect the nature of the balancing obligation which is an obligation of means** and, on the other hand, **make a clear distinction between BRP's – for which the current rules should not be changed – and BRP's responsible for off-shore power park modules – for which new rules will become applicable.**

3.2 Detailed comments

New section in paragraph 1 of article 15.1:

Elia should make a clear distinction between 'BRP's' and 'BRP's responsible for the follow-up of an offshore park': this differentiation is missing.

The consequence is the following:

- 'BRP is assumed to take into account and to anticipate predictable events': this wording is strengthening the balancing obligation for all BRP's and opens the discussion on the definition of 'predictable events'; this modification is touching upon the balancing obligation of the BRP's and was not discussed before as out of scope of the design note market integration;
- 'BRP shall dispose of the forecasting tools that are needed to detect a storm at sea': this obligation is apparently applicable to all BRP's as it is not limited to BRP's responsible for the follow-up on an offshore power park module;
- 'BRP shall foresee all reasonable and necessary measures in order to ...': again, this obligation seems to be applicable to all BRP's, and not only the BRP's responsible for the follow-up of an offshore power park module.
- In the last paragraph of this section, Elia states that the 'BRP should foresee all reasonable and necessary measures in order to'. FEBEG is of the opinion that the balancing obligation is and should remain an obligation of means. Therefore, this sentence should be rephrased: 'BRP will foresee all reasonable means to ...'.

New section between paragraph 6 and paragraph 7 of article 15.1:

Elia states that an offshore BRP should follow a specific procedure ‘to anticipate a predictable risk of a storm at sea that could create an imbalance in its portfolio and in the Belgian balancing zone. This is very confusing as Elia is referring to a defined term as well as to the definition itself. Better: ‘to anticipate a storm at sea’.

The sentence ‘This procedure consists of, after detection of such a situation, the communication to Elia of ...’. It should be clarified by whom the detection should be done to trigger the communication obligation. FEBEG is of the opinion that only a storm at sea detected and communicated by Elia can trigger the communication procedure.

The sentence ‘The BRP commits to effectively deploy the means communicated to Elia in the framework of this procedure’. This sentence should be modified. The balancing obligation has the character of an obligation of means: it should remain like to be in line with the NC ‘Electricity Balancing’. Therefore, the sentence should be: ‘The BRP shall strive to effectively deploy the means communicated to Elia’. A very strict result obligation – taken into account potential penalties and liabilities – could discourage off shore BRP’s to communicate all potential means as they will be held responsible for the deployment thereof. An obligation of means will ensure Elia of transparent and constructive cooperation of the involved BRP’s. On top of that, the BRP’s should keep – at all times – their freedom to choose the means they want to deploy to strive to be in balanced, in the most cost-efficient way.

Elia will also ask the BRP responsible of an offshore power park module to submit proof of the implementation of forecasting tools and procedures (only BRP’s responsible of an offshore park need to submit proof, while all have to implement them?). Could Elia further elaborate? Which kind of proof? What are the technical requirements for this tool? What happens if Elia is of the opinion that the tool or the procedure is not sufficient?

Elia says also that such tool and communication protocol should be in the year following the designation of a BRP as responsible of an offshore. What if the BRP is already active? Will the 1y deadline also of application?

4. Annex 6

The description in annex 6 should be modified and brought in line with the abovementioned comments, e.g. in title 1: only a storm at sea detected and communicated by Elia should trigger the specific procedure especially as a notification by the BRP would trigger result obligations and higher responsibilities by the BRP (see above).

The first sentence of title 2 'From 24 hours until 4 hours before the storm at sea' is not in line with the design note in which the timing is still fixed at 16.00 hours. The timing in the design note still needs to be modified.

5. Other comments

Some uncertainty still exists with regard to the restart – after cut-out – of the power park modules. As there are no specific changes to the T&C BRP in this respect, it seems logic that the restart of the power park modules is managed by the BRP's according to the existing standard operational processes in which BRP's nominate and balance for the offshore power module.
