



## **ELIA TRANSMISSION BELGIUM**

# **RULES FOR COORDINATION AND CONGESTION MANAGEMENT**

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## Table of content

<b>TITLE 1</b>	<b>Introduction</b> .....	<b>7</b>
<b>TITLE 2</b>	<b>General Provisions</b> .....	<b>7</b>
	Article 1. Subject matter and scope .....	7
	Article 2. Publication and implementation of the Rules .....	7
	Article 3. Definitions and interpretations .....	8
<b>TITLE 3</b>	<b>Coordination of Technical Units</b> .....	<b>14</b>
	Article 4. Purpose of coordination of Technical Units.....	14
	Article 5. Means for coordination .....	15
	Article 6. Rules for requesting the amendment of an availability plan.....	15
	Article 7. Rules for reserving a schedule until one hour before the gate closure time of the Day-ahead Market .....	16
	Article 8. Criteria for acceptable costs .....	17
<b>TITLE 4</b>	<b>Congestion management</b> .....	<b>18</b>
	Article 9. Purpose of Congestion management .....	18
	Article 10. Remedial Actions used for Congestion management.....	18
	Article 11. Rules to choose between Curative, Preventive, or Restoring Remedial Actions.....	19
	Article 12. Principles for the activation of Remedial Actions in Day-ahead Procedure Timeframe and Intraday Procedure Timeframe .....	20
	Article 13. Countertrading & cross-border redispatching.....	21
	Article 14. Activation of the compensation mechanism for the neutralization of the impact of the activation of Congestion bids on the system imbalance.....	22
	Article 15. Priority Dispatch .....	23
	Article 16. Cost-based redispatching .....	23
	Article 17. Red Zones .....	24
<b>TITLE 5</b>	<b>Reporting</b> .....	<b>25</b>
	Article 18. Monitoring.....	25
	Article 19. Publication of information .....	27
<b>TITLE 6</b>	<b>Final Provisions</b> .....	<b>27</b>
	Article 20. Language.....	27

THE BELGIAN TRANSMISSION SYSTEM OPERATOR, TAKING INTO ACCOUNT THE FOLLOWING:

Whereas:

1. article 20 of the Regulation (EU) 2017/1485 establishing a guideline on electricity transmission system operation (hereafter referred to as “**SOGL**”) requires that each TSO *“shall endeavour to ensure that its transmission system remains in the normal state and shall be responsible for managing operational security violations. To achieve that objective, each TSO shall design, prepare and activate Remedial Actions taking into account their availability, the time and resources needed for their activation and any conditions external to the transmission system which are relevant for each Remedial Action.”*
2. article 22 of the SOGL lists the categories of Remedial Actions.
3. article 21(1) of the SOGL lays down the principles applicable to Remedial Actions designed, prepared and activated by a TSO, whether or not in a coordinated way with other concerned TSOs. The events requiring coordination with other concerned TSOs will comply with the methodology on Coordinating Operational Security Analysis (hereafter referred to as **CSA**) set up in accordance with article 75 of the SOGL, as well as with articles 76(1)(b) and 78(4) of the SOGL specifying the requirements for a regional Operational Security coordination at Capacity Calculation Region level.
4. the methodology for CSA (in accordance with article 75(1) of the SOGL) has been approved by the Agency for the Cooperation of Energy Regulators in the decision 07/2019 of 19 June 2019.
5. article 35(4) of the Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and Congestion management (hereafter referred to as “**CACM**”) requires each TSO to *“abstain from unilateral or uncoordinated redispatching and countertrading measures of cross-border relevance.”*
6. article 21(2) of the SOGL specifies the criteria a TSO shall apply when selecting appropriate Remedial Actions.
7. article 25(1) of the CACM requires that *“each TSO within each capacity calculation region shall individually define the available Remedial Actions to be taken into account in capacity calculation to meet the objectives of this Regulation.”*
8. in compliance with article 35(1) of the CACM coordinated Redispatching and Countertrading shall be subject to a common methodology developed and proposed by all the TSOs in each Capacity Calculation Region. In compliance with article 74(1) of the CACM coordinated Redispatching and Countertrading cost sharing shall be subject to a common methodology developed and proposed by all the TSOs in each Capacity Calculation Region.
9. articles 12 and 13 of the regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity (hereafter referred

to as “**Electricity Regulation**”) describe the rules on the priority of dispatch for electricity produced from renewable energy sources or high-efficiency cogeneration.

10. article 223 of the Royal Decree with respect to a grid code for the management of the transmission grid of electricity and the access to this grid of 22 April 2019 (hereafter referred to as “**Federal Grid Code**”) list the Ancillary Services which can be developed by Elia and can be referred to in the Rules.
11. the functioning rules for the access to the intraday market of electricity in the framework of Congestion management (hereafter referred to as “**ID market rules**”) have been approved by the Commission in the decision 1905 of 4 April 2019.
12. proposals for grid investments triggered by risks of structural Congestion are approved by the relevant authority and published in accordance with the legislations regarding the European development plan (Ten-Year Network Development Plan), the Federal Development Plan, and the development plans for the Flemish, Walloon and Brussels regions in Belgium. These development plans determine the Elia Grid that is considered in grid models, security analyses and Contingency Analyses that Elia performs for day D.
13. articles 82-103 of the SOGL lay down the rules for the Outage Planning Coordination at the level of the Outage Coordination Region.
14. the methodology for assessing the relevance of assets for outage coordination in accordance with article 84 of the SOGL describes the principles to define Cross-border Relevant Assets.
15. Elia receives Daily Schedules of Technical Units in respect of the Terms and Conditions for the Scheduling Agent.
16. article 13 of the Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets (hereafter referred to as “**Transparency Regulation**”) requires each TSO to provide information relating to Congestion management measures to ENTSO-e.
17. article 15 of the Transparency Regulation requires each TSO to provide information relating to the unavailability of generation and production units to ENTSO-e.
18. article 10(1) of the Regulation (EU) 2016/1719 of 26 September 2016 establishing a guideline on forward capacity allocation (hereafter referred to as “**FCA**”) requires the submission of a common proposal of the TSO’s in a Capacity Calculation Region for regulatory approval of a common capacity calculation methodology for long-term time frames.
19. article 20(2) of the CACM requires the submission of a common proposal of the TSO’s in a Capacity Calculation Region for regulatory approval of a common capacity calculation methodology for the Day-ahead Market and Intraday Market timeframes.

20. article 24.3(c) of the Common Grid Model methodology in accordance with article 17 of the CACM requires TSO's to jointly specify the Common Grid Model alignment methodology.
21. article 13 of the Electricity Regulation describes the rules on financial compensation of Redispatching, specifying in article 13.3 the conditions that allow a non-market-based Redispatching, namely situations where:
  - a. *"no market-based alternative is available;*
  - b. *all available market-based resources have been used;*
  - c. *the number of available power generating, energy storage or demand response facilities is too low to ensure effective competition in the area where suitable facilities for the provision of the service are located; or*
  - d. *the current grid situation leads to Congestion in such a regular and predictable way that market-based redispatching would lead to regular strategic bidding which would increase the level of internal Congestion and the Member State concerned either has adopted an action plan to address this Congestion or ensures that minimum available capacity for cross-zonal trade is in accordance with Article 16(8)."*
22. article 16 (paragraphs 4 and 8 in specific) of the Electricity Regulation describe the principles regarding the allocation of interconnection capacity to market participants and the use of Countertrading and Redispatching as a Remedial Action to maximize availability of the minimum provided capacity.
23. article 70(1) of the SOGL requires the submission of a common proposal of the TSO's for regulatory approval of a methodology for building the day-ahead and intraday Common Grid Models (CGM) from Individual Grid Models (IGM), taking into account the Common Grid Model methodology in accordance with article 17 of the CACM.
24. Elia submits the Rules for regulatory approval in accordance to articles 8 (§1,5°) and 23 (§2, alinea 2, 36°) of the law of 29 April 1999 concerning the organization of the electricity market (hereafter referred to as "**Electricity Law**"), article 59(10) of the Directive (EU) 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity and amending Directive 2012/27/EU (hereafter referred to as "**Electricity Directive**"), and article 241 of the Federal Grid Code.
25. should differences and/or contradictions exist between the Rules and any of the national contracts or terms and conditions for Ancillary Services (as listed in article 4 (§1, 4°-7°) of the Federal Grid Code) that are into force and are referred to in the Rules, the specification set in the Rules shall prevail, unless expressly stated otherwise in the Rules.
26. should differences and/or contradictions exist between the Rules and any of the European and/or regional regulatory methodologies coming from SOGL, CACM or FCA, the later shall prevail.



27. Elia published the draft proposal of the Rules for public consultations from 16/09/2019 until 16/10/2019.

SUBMITS THE FOLLOWING FOR APPROVAL TO THE COMPETENT REGULATORY AUTHORITY  
(in casu CREG):

## TITLE 1 Introduction

This set of rules for coordination and Congestion Management (hereafter referred to as “Rules”) is a proposal developed by Elia Transmission Belgium (hereafter referred to as “Elia”) pursuant to articles 8 (§1,5°) and 23 (§2, alinea 2, 36°) of the Electricity Law, article 59 (10) of the Electricity Directive, and article 241 of the Federal Grid Code.

## TITLE 2 General Provisions

### Article 1. Subject matter and scope

1. The Rules concern the coordination of Technical Units subject to the Terms and Conditions for the Outage Planning Agent and the Terms and Conditions for the Scheduling Agent and Congestion Management by Elia for the secure and reliable operation of the Elia Grid.
2. In accordance with articles 8 (§1,5°) and 23 (§2, alinea 2, 36°) of the Electricity Law and article 59 (10) of the Electricity Directive the underlying Rules contain the following:
  - i. rules for the coordination of Technical Units , as described in TITLE 3;
  - ii. rules for the national management of Congestion as described in TITLE 4;
  - iii. rules for the international management of Congestion and coordination of interconnections as described in TITLE 4 (more specifically Article 13) as far as not described in European methodologies implemented in accordance with SOGL or CACM (see Whereas 3 and 8) or if related to aspects to be defined on a national level in support of those European methodologies;
  - iv. the rules for the management of Congestion described in TITLE 4 must take into account the priority of production given to installations using renewable energy sources and installations with combined heat power production, as far as not endangering the secure operation of the transmission grid, as described in TITLE 4 (more specifically Article 15);
  - v. the overview of publications and reporting by Elia allowing the competent regulatory authority to monitor Congestion Management as described in 0.
3. Although articles 8 (§1,5°) and 23 (§2, alinea 2, 36°) of the Electricity Law and article 59 (10) of the Electricity Directive require the underlying Rules to contain the following information, the following topic is considered out of scope of the Rules:
  - i. capacity allocation as part of Congestion Management is not described in the Rules as fully covered by the CACM and European methodologies in implementation thereof.

### Article 2. Publication and implementation of the Rules

1. After notification of approval by the competent regulatory authority to whom Elia had submitted the Rules Elia will inform market parties affected by (amendments to) the Rules of their entry into force.

2. After notification of approval by the competent regulatory authority to whom Elia had submitted the Rules Elia shall publish the Rules.

Unless specified otherwise in the relevant article, the Rules will enter into force after notification by Elia of the impacted market parties as described in paragraph 1, but not earlier than one month after the approval of the Rules.

3. The Rules will enter into force for an undetermined duration.
4. Amendments to the Rules at the request of a competent regulatory authority (in casu CREG) (in accordance with article 23 (§2, alinea 2, 36°) of the Electricity Law and article 59 (10) of the Electricity Directive) or at the proposal of Elia shall be consulted upon publically before submission for approval to the competent regulatory authority (in casu CREG).

### Article 3. Definitions and interpretations

1. All references to other legislation is explicitly defined. All Articles without explicit reference to other legislation concern Articles in these Rules.
2. In the Rules, unless the context requires otherwise:
  - the singular indicates the plural and vice versa;
  - references to one gender include all other genders;
  - the table of contents, titles and headings are for convenience only and do not affect their interpretation;
  - the word “including” and its variations are to be construed without limitation;
  - any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force.
3. For the purposes of these Rules, the terms used have the meaning of the definitions included in article 3 of the SOGL, in article 2 of the CACM, in article 2 of the Federal Grid Code, and article 2 of the methodology for CSA, unless if specified differently in paragraph 4.
4. For the purposes of these Rules, the following definitions shall also apply:

(1)	Ancillary Services	means ancillary services as defined in point (52) of article 2 of the Federal Grid Code.
(2)	Capacity Calculation Region	means capacity calculation region as defined in point (3) of article 2 of the CACM.
(3)	Common Grid Model (CGM)	means common grid model as defined in point (2) of article 2 of the CACM.
(4)	Conditional Outage	Conditional outage on a network element means that a security analysis (N-1) in case the element is

		<p>not in service, results in overloads at some specific times/conditions after application of mitigating actions such as Remedial Actions. In other words, this means that this element can only be cut under specific conditions. There are 2 types of conditions:</p> <ol style="list-style-type: none"> <li>1. Conditions with an unpredictable character, e.g. wind, solar, international flux ... There can be more favourable periods to plan the outage, however, there will always be a validation to be done in Day Ahead. For this type of outage there is a consequence towards the organization of the maintenance and infrastructure work, since back-up works have to be prepared.</li> <li>2. Conditions with a predictable character, e.g. outage of a generation unit, load level ... This outage can be planned as soon as the condition is known.</li> </ol>
(5)	Congestion	means Congestion as defined in point (4) of article 2 of the Electricity Regulation.
(6)	Congestion Management	<p>The preparation and implementation of actions by Elia to prevent the occurrence of detected physical Congestions or to solve unexpected occurring physical Congestions of active power flows in real-time.</p> <p>In scope of this document the definition of Congestion Management is limited to the local actions performed by Elia, excluding the detailed processes of how TSO's coordinate (in relation to capacity calculation and allocation, cross-border Redispatching, Countertrading), which is regulated via European methodologies except aspects to be defined on a national level in support of those European methodologies.</p>
(7)	Congestion Relevant Grid Element	means relevant grid elements as defined in point (85) of article 3 of the SOGL as well as other grid elements of the 150kV and 220kV Elia Grid, which are subject to regularly require Non-Costly or Costly Remedial Actions (Redispatching) for Congestion Management

(8)	Contingency	means contingency as defined in point (10) of article 2 of the CACM.
(9)	Contingency Analysis	means contingency analysis as defined in point (27) of article 3 of the SOGL.
(10)	Control Area	means control area as defined in point (67) of article 2 of the Electricity Regulation;
(11)	Costly Remedial Action	A Remedial Action involving a financial compensation of an external party.
(12)	Countertrading	means countertrading as defined in point Article 2 (27) of the Electricity Regulation.
(13)	CREG	The federal regulatory authority of gas and electricity markets in Belgium.
(14)	Cross-border Relevant Asset	means relevant asset <sup>1</sup> as defined in point (84) of article 3 of the SOGL;
(15)	Curative Remedial Action	means curative Remedial Action as defined in point (24) of article 2 of the CSA methodology.
(16)	Daily Schedule	means daily schedule as defined in the Terms and Conditions for the Scheduling Agent.
(17)	Day-ahead Market	means day-ahead market time-frame as defined in point (34) of article 2 of the CACM.
(18)	Day-ahead Procedure Timeframe	The timeframe of the (day-ahead) nomination procedure as determined in the Terms and Conditions for the Scheduling Agent <sup>2</sup>
(19)	Electrical Zone	The Elia Grid is divided in a number of electrical zones. <sup>3</sup>
(20)	Elia Grid	The electricity grid owned by Elia, or at least has the right to use or operate, and for which Elia has been appointed as system operator.

<sup>1</sup> To clarify: this includes demand facilities and power-generating modules (which can be Technical Units in the framework of the Rules) as well as grid elements.

<sup>2</sup> For information, at the moment of submission of the Rules, this timeframe is generally between 12:00 to 18:00 on day D-1.

<sup>3</sup> Elia assess on an ad hoc basis whether a review of the number of zones is needed. At the moment of submitting the Rules the number of zones is ten: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. However this number can change if Operational Security Analysis indicates a need or if requested by market parties. If this need is detected Elia will present its analysis to the impacted market parties before adapting the number of Electrical Zones. Before implementing the update of the number of Electrical Zones the impacted market parties will be informed of the moment from which the update will apply.

(21)	Green Zone	A zone that does not show a congestion risk based on the contingency analysis performed by Elia, after receiving the active power schedule in accordance with the Terms and Conditions for the Scheduling Agent after the closure of the day-ahead market.
(22)	Individual Grid Model (IGM)	means individual grid model as defined in point (1) of article 2 of the CACM.
(23)	Intraday Market	means intraday market time-frame as defined in point (37) of article 2 of the CACM.
(24)	Intraday Procedure Timeframe	The timeframe of the intraday nomination procedure as determined in the Terms and Conditions for the Scheduling Agent <sup>4</sup> .
(25)	May-Not-Run Active Power Schedule	An active power schedule for an Technical Unit reflecting a production of 0 MW for the concerned quarter-hour(s).  Depending on the procedure engaged, May-Not-Run Active Power Schedule (MNR) has different names in T&C OPA and T&C SA, namely May Not Run (in Stand by procedure) and May Not Ready-to-Run (in Ready to run procedure).
(26)	Must-Run Active Power Schedule	An active power schedule for an Technical Unit producing, for the concerned quarter-hour(s), at Pmin Available, being the minimum instantaneous value of the power, expressed in MW, that the Technical Unit can inject into the Elia Grid for a certain quarter-hour, taking into account all technical, operational and meteorological or other restrictions known at the time of notification to Elia of the Pmin Available value, without taking into account any participation of the Technical Unit in the provision of balancing services.  Depending on the procedure engaged, Must-Run Active Power Schedule (MR) has different names in T&C OPA and T&C SA, namely Stand by Reserved (in Stand by procedure) and Ready to Run Reserved (in Ready to run procedure).
(27)	Non-Costly Remedial Action	A Remedial Action not involving a financial compensation to an external party.

<sup>4</sup> For information, at the moment of submission of the Rules, this timeframe is generally from the end of the Day-ahead Procedure Timeframe until real-time

(28)	Operational Security	means operational security as defined in point (1) of article 3 of the SOGL.
(29)	Operational Security Analysis	means operational security analysis as defined in point (50) of article 3 of the SOGL.
(30)	Outage Coordination Region	means outage coordination region as defined in point (82) of article 3 of the SOGL.
(31)	Outage Planning Agent (OPA)	Any natural person or legal entity as defined in article 3 (87) of the SO GL, and with whom Elia has concluded a contract for the Outage Planning Agent in accordance with article 244 of the Federal Grid Code. In compliance of article 377 of the Federal Grid Code the Balance Responsible Party (BRP) takes on the role of Outage Planning Agent during a transition period in which these Rules are applicable.
(32)	Outage Planning Coordination (OPC)	outage coordination performed by Elia in accordance with articles 82-103 of the SOGL.
(33)	Partial May-Not-Run Active Power Schedule	An active power schedule for an Technical Unit reflecting a production remaining below an agreed MW threshold for the concerned quarter-hour(s).
(34)	Preventive Remedial Action	means preventive Remedial Action as defined in point (18) of article 2 of the CSA methodology.
(35)	Priority Dispatch	means priority dispatch as defined in point (20) of article 2 of the Electricity Regulation.
(36)	Redispatching	means redispatching as defined in point (26) of the Electricity Regulation.
(37)	Red Zone	A zone that shows a congestion risk based on the contingency analysis performed by Elia, after receiving the active power schedule in accordance with the Terms and Conditions for the Scheduling Agent after the closure of the day-ahead market.
(38)	Regional Security Coordinator (RSC)	means regional security coordinator ('RSC') as defined in point (89) of article 3 of the SOGL.
(39)	Remedial Action	means Remedial Action as defined in point (13) of article 2 of the CACM.
(40)	Residual Load	The residual load (or net load) is defined here as the electricity demand minus generation from variable

		renewable energy sources (wind, solar and run of river hydro-electric plants following weather profiles) and, other ‘must run’ decentral generation (combined heat and power and waste incineration following operational constraints such as heat profiles).
(41)	Restoring Remedial Action	means restoring Remedial Action as defined in point (13) of article 2 of the CSA methodology.
(42)	Scheduling Agent (SA)	Any natural person or legal entity as defined in article 3 (90) of the SOGL, and with whom Elia has concluded a contract for the Scheduling Agent in accordance with article 249 of the Federal Grid Code. In compliance of article 377 of the Federal Grid Code the Balance Responsible Party (BRP) takes on the role of Scheduling Agent during a transition period in which these Rules are applicable.
(43)	Technical Unit	means technical unit subject to the Terms and Conditions for the Outage Planning Agent and the Terms and Conditions for the Scheduling Agent, and defined therein. <sup>5</sup>
(44)	Terms and Conditions for the Balancing Service Provider	Means the terms and conditions for balancing service providers in accordance with article 18 of the EBGL.
(45)	Terms and Conditions for the Outage Planning Agent (T&C OPA)	<p>Terms and Conditions including the contract between the Elia and the Outage Planning Agent in accordance with article 244 of the Federal Grid Code, which governs the exchange of information between the Outage Planning Agent and Elia with respect to availability plans of Technical Units and possible amendments thereof.</p> <p>Until entry into force of a first approved version of contract for the Outage Planning Agent, the terms and conditions of this contract are included in the Contract for the Coordination of the Injection of Production Units (CIPU contract) in accordance with article 377 of the Federal Grid Code.</p>

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<sup>5</sup> Technical Units in these Rules are those Technical Units that are coordinated and used for the purpose of Congestion Management by Elia, and subject to the Terms and Conditions for the Outage Planning Agent or to the Terms and Conditions for the Scheduling Agent, unless expressly stated otherwise in the Rules.

(46)	Terms and Conditions for the Scheduling Agent (T&C SA)	<p>Terms and Conditions including the contract between the Elia and the Scheduling Agent in accordance with article 249 of the Federal Grid Code, which governs the exchange of information between the Scheduling Agent and Elia with respect to active power schedules (Daily Schedules) and possible amendments thereof.</p> <p>Until entry into force of a first approved version of contract for the Scheduling Agent, the terms and conditions of this contract are included in the Contract for the Coordination of the Injection of Production Units (CIPU contract) in accordance with article 377 of the Federal Grid Code.</p>
(47)	Total Load	<p>Total electrical consumption takes account of all the loads on the Elia Grid, as well as on the distribution system (including losses). Given the lack of quarter- hourly measurements for distribution systems, this load is estimated by combining calculations, measurements and extrapolations.</p>
(48)	Transfer of Balancing Capacity	<p>means transfer of balancing capacity as defined in point (26) of article 2 of EBGL.</p>
(49)	Transitory Admissible Overloads	<p>means transitory admissible overloads as defined in point (65) of article 3 of the SOGL.</p>

### TITLE 3 Coordination of Technical Units

#### Article 4. Purpose of coordination of Technical Units

1. Parallel to the Outage Planning Coordination for Cross-border Relevant Assets on a European level as referred to in Whereas 13 and 14, Elia monitors the compatibility of availability plans delivered by Outage Planning Agents for all Technical Units subject to and in respect of the conditions set in the Terms and Conditions for the Outage Planning Agent.
2. Within the compatibility check referred to in paragraph 1 Elia pays special attention to (no order of priority):
  - i. Matching the maintenance of grid elements with availability plans of Technical Units with as main objective to avoid risks for grid security while at the same time try to avoid market distortions.

- ii. Monitoring the availability of Technical Units for Ancillary Services to the extent that monitoring of availability is needed in case of a limited or insufficient supply of the Ancillary Service. In particular Elia monitors:
    - the availability of Technical Units prequalified for the delivery of balancing services. Note that this check occurs independent of the procurement of balancing capacity and is therefore not a replacement of actual availability controls as described within the contract of the concerned Ancillary Service.
    - the availability of Technical Units contracted for the delivery of restoration services.
    - the availability of Technical Units with flexibility available for Redispatching within each Electrical Zone.
  - iii. Monitoring the scarcity risk based on the planned availability of electricity generating Technical Units throughout the year.
  - iv. Specifically for restoration services, Elia also verifies per Restoration Service Provider whether the contractual rules regarding simultaneous unavailability of restoration services are not breached.
3. In addition for Technical Units that are planned to be available based on the availability plans delivered by the Outage Planning Agent, Elia coordinates the scheduled active power on the Technical Unit in order to:
- i. facilitate the planned or forced outage of grid elements in order to minimize risks of grid security;
  - ii. ensure operational readiness to provide voltage control capabilities within each Electrical Zone.

#### **Article 5. Means for coordination**

When Elia, based on the checks described in Article 4, identifies potential risks for grid security Elia can use the following procedures:

- i. Elia can request an amendment of an availability plan of Technical Units subject to the Terms and Conditions for the Outage Planning Agent and in accordance with Article 6.
- ii. Elia can request a Must-Run or (Partial) May-Not-Run Active Power Schedule until one hour before the gate closure time of the Day-ahead Market on Technical Units subject to the Terms and Conditions for the Scheduling Agent and in accordance with Article 7.

#### **Article 6. Rules for requesting the amendment of an availability plan**

1. Elia may request amendments for Technical Units that are Cross-border Relevant Assets in accordance with the Outage Planning Coordination referred to in Whereas 13 and in accordance with the Terms and Conditions for the Outage Planning Agent.

2. Elia may request amendments for Technical Units that are not Cross-border Relevant Assets in accordance with the Terms and Conditions for the Outage Planning Agent.
3. When Elia requests to amend a period of planned unavailability, Elia shall share with the Outage Planning Agent(s) the periods in which to avoid the unavailability of the concerned Technical Unit.
4. If efficient multiple amendments of availability plans are possible to reduce one of the risks monitored as described in Article 4, Elia will agree with the concerned Outage Planning Agent(s) on the amendment that:
  - most effectively reduces the risk underlying the amendment request<sup>6</sup>,
  - without creating (other) risks of grid security (as described in Article 4),
  - and can be executed at the lowest cost.
5. When receiving an amendment request of an availability plan from an Outage Planning Agent in line with the conditions set in the contract for the Outage Planning Agent, Elia verifies the acceptability of the request monitoring the risks described in Article 4. Elia responds to the Outage Planning Agent in line with the modalities specified in the Terms and Conditions for the Outage Planning Agent.
6. In case an Outage Planning Agent requests an amendment on a Cross-border Relevant Asset, Elia will coordinate with the other TSO's in the Outage Coordination Region in accordance with article 100 §1-3 of the SOGL. In case an Outage Planning Agent requests an amendment on a Technical Units that is not a Cross-border Relevant Asset Elia will respond to the Outage Planning Agent without coordination within the Outage Coordination Region.
7. Both parties may set conditions that must be met in order to agree to an amendment requested by the other party. The conditions set by Elia may be financial or non-financial in nature.
8. Financial conditions (costs) for the acceptability of a requested amendment must be in line with the Rules defined in Article 8.
9. When Elia detects a non-compliance to contractual rules as referred to in Article 4 paragraph 2(iv), Elia will demand at no cost the amendment of the availability plan.

#### **Article 7. Rules for reserving a schedule until one hour before the gate closure time of the Day-ahead Market**

1. Before the deadline to receive Daily Schedules as referred to in Whereas 15 and until one hour before gate closure time of the Day-ahead Market Elia may request to the Scheduling Agent of a particular Technical Unit, as introduced in Article 5(ii), a Must-Run Active Power Schedule on the Technical Unit in order to:

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<sup>6</sup> Meaning the goal is to achieve highest impact with lowest cost.

- ensure that a net offtake of the concerned Technical Unit from the Elia Grid remains within acceptable limits thereby facilitating a planned maintenance on the grid for the purpose described in Article 4 paragraph 3(i);
  - ensure the operational readiness of the Technical Unit for the purpose described in Article 4 paragraph 3(ii).
2. Before the deadline to receive Daily Schedules as referred to in Whereas 15 and until one hour before gate closure time of the Day-ahead Market Elia may request to the Scheduling Agent of a particular Technical Unit, as introduced in Article 5(ii), a (Partial) May-Not-Run Active Power Schedule on the Technical Unit in order to ensure that no active power or not more than a maximum level of active power will be produced on the concerned Technical Unit, thereby facilitating a maintenance on the Elia Grid.
  3. If Elia has an availability plan of the concerned Technical Unit, provided by an Outage Planning Agent, then Elia can only request a Must-Run or (Partial) May-Not-Run Active Power Schedule if the availability status for the Technical Unit is “available” and respecting the temporary active power capability restrictions during the period for which Elia requests the schedule reservation.
  4. The concerned Scheduling Agent may inform Elia of conditions that must be met in order to agree to the Must-Run Active Power Schedule or (Partial) May-Not-Run Active Power Schedule requested by Elia and in line with the modalities specified in the Terms and Conditions for the Scheduling Agent. The conditions set by the Scheduling Agent may be financial or non-financial in nature.
  5. Financial conditions (costs) for the requested Must-Run Active Power Schedule or (Partial) May-Not-Run Active Power Schedule must be in line with the Rules defined in Article 8.
  6. If multiple efficient Must-Run Active Power Schedules or (Partial) May-Not-Run Active Power Schedules are possible to reduce one of the risk monitored as described in Article 4, Elia will agree with the concerned Scheduling Agent(s) on the Must-Run Active Power Schedule or (Partial) May-Not-Run Active Power Schedule that:
    - most effectively reduces the risk underlying the requested Must-Run Active Power Schedule or (Partial) May-Not-Run Active Power Schedule<sup>7</sup>,
    - without creating (other) risks of grid security (as described in Article 4),
    - and can be executed at the lowest cost.

## **Article 8. Criteria for acceptable costs**

Elia considers costs for amending an availability plan as described in Article 6 or for requesting a schedule as described in Article 7 to be acceptable when in line with the following principles:

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<sup>7</sup> Meaning the goal is to achieve highest impact with lowest cost.

- The cost is reasonable, reflecting an additional cost that cannot be recovered elsewhere, based on reliable information available at the moment of agreement on the request. In case of electricity produced from renewable energy sources the loss of revenue from green certificates is accepted as an additional cost.
- The cost is directly related to the request, meaning the cost would not be incurred if the change would not be requested.
- The cost is demonstrable, meaning the party charging the cost must be able to support it by documents (invoice, price offer of a contractor, a reliable source of, for example, reference prices) justifying the amount at the moment of agreement on the request. The supporting documents must be kept at disposal for the competent regulatory authority approving the Rules (in casu CREG) and for Elia.

## **TITLE 4    Congestion Management**

### **Article 9.    Purpose of Congestion Management**

Elia manages Congestion risks on the Elia Grid in accordance with the purposes and requirements set in SOGL and CACM. The management of Congestion risks is based on the results of the Contingency Analyses and Operational Security Analyses as described in articles 34 and 72 of the SOGL. The national Congestion Management in specific serves the following purposes:

- i.    Avoiding or resolving physical Congestions on the grid
- ii.    Ensuring a level of security in line with the operational guidelines

### **Article 10.    Remedial Actions used for Congestion Management**

1. Elia can coordinate Technical Units in order to ensure availability of Remedial Actions for the concerned day by using the means for coordination as described in Article 5.
2. After the closure of the Day-ahead Market, identified Congestion risks can be resolved by the following actions (not listed in order of priority):
  - a. internal actions of Elia:
    - i. Amendment of the outage planning of a grid element (in accordance with article 22.1(a) of the SOGL).
    - ii. Topological modifications and/or tap changes of phase-shifting transformers (in accordance with article 22.1(b) of the SOGL).
  - b. by the activation of a Congestion bid available to Elia on Technical Units subject to the Terms and Conditions for the Scheduling Agent (in accordance with article 22.1(e) of the SOGL). More particularly these Remedial Actions concern the activation of an incremental or a decremental Congestion bid on an Technical Unit with or without start-up or shut-down of the Technical Unit.

- c. by curtailment of a electricity generating Technical Unit subject the modalities concerning grid connection with flexible access and in accordance with article 170 of the Federal Grid Code, article III.2.4.5 of the “Technisch Reglement Plaatselijk Vervoernet van Elektriciteit Vlaams Gewest”, article III.3.3.25 of the “Technisch Reglement voor de Distributie van Elektriciteit in het Vlaamse Gewest” of 15 May 2015.
- d. by the activation of balancing bids for purposes other than balancing in accordance with article 29 of the Regulation (EU) 2017/2195 establishing a guideline on electricity balancing (hereafter referred to as “**EBGL**”) and in line with the Terms and Conditions for the Balancing Service Provider.
- e. by Remedial Actions with neighboring TSOs:
  - i. by Redispatching with one or more TSOs in accordance with article 22.1(e) of the SOGL;
  - ii. via Countertrading on one or more bidding zone borders in accordance with article 22.1(f) of the SOGL;
  - iii. by adjusting active power flows through HVDC systems in accordance with article 22.1(g) of the SOGL;
  - iv. in accordance with article 22.1(i) of the SOGL and article 72 of the CACM, by curtailment of already allocated cross-zonal capacity, which would only be allowed as a Remedial Action in the event of force majeure or if the Elia system is in emergency situation, if all TSOs at a given interconnector agree to such adjustment, and if Redispatching or Countertrading is not possible.
- f. by additional non-predefined Remedial Actions in accordance with article 22.2 of the SOGL.

#### **Article 11. Rules to choose between Curative, Preventive, or Restoring Remedial Actions**

1. Elia can take Remedial Actions listed in Article 10 paragraph 2 as a Preventive, Curative, or Restoring Remedial Action.
2. As Curative and Preventive Remedial Actions are the result of an operational planning process, Elia prepares both in advance in order to be ready for activation if needed, regardless of the actual moment of activation.
3. Elia may take Curative Remedial Actions in specific circumstances:
  - if the expected overload is a Transitory Admissible Overload and, upon activation, the Remedial Action can be completely implemented within the defined duration of the Transitory Admissible Overload;

- and if there is no significant risk that the Remedial Action will not be available after occurrence of the Contingency.
4. Elia may take Preventive Remedial Actions:
    - if the conditions in paragraph 3 are not met (for Congestion bids this is generally the case);
    - or for reasons of optimizing the grid topology (limited to Non-Costly Remedial Actions involving topology changes and specific phase-shifting transformer tap settings);
    - or for the purpose of international coordination in accordance with Article 13.
  5. Given the limited defined duration of the Transitory Admissible Overloads (which is usually around one quarter-hour), Elia does not combine more than two Curative Remedial Actions for a single Contingency.

#### **Article 12. Principles for the activation of Remedial Actions in Day-ahead Procedure Timeframe and Intraday Procedure Timeframe**

1. Elia selects appropriate Remedial Actions with the purpose of effectively and efficiently resolving the Congestion risk in accordance with article 21(2) of the SOGL.
2. Elia activates Remedial Actions as listed in Article 10 paragraph 2 according to the following principles:
  - i. A first categorization based on direct (quantifiable) costs differentiating between the categories of Non-Costly Remedial Actions and Costly Remedial Actions, with a preference for Remedial Actions with the lowest cost.
  - ii. Within each cost category of paragraph 1(i) and given Whereas 3, a categorization based on international impact with a preference for Remedial Actions without international impact. Remedial Actions with an international impact are subject to coordination with other TSOs and the support of its Regional Security Coordinator (RSC) pursuant to whereas 3 and 5 and article 78(2) of the SOGL.
3. In exceptional cases, an indirect impact, meaning a non-quantifiable impact such as legal obligations or deadlines, safety measures, or organizational difficulty to reschedule, may cause a Remedial Action to shift to the end of the order list created based on the principles described in paragraph 2, meaning the action would be less preferred as Remedial Action vis-à-vis other Remedial Actions. Elia will justify the impact of such indirect impact when relevant via the report on Congestion Management described in Article 18.1.
4. Elia reserves some non-costly topological actions (mainly PST taps range) for timeframes remaining after capacity calculation (closer to real-time) so that available Remedial Actions are sufficient to ensure Operational Security.

5. Elia will take into account the rules on priority of dispatch described in Article 15 when performing internal Redispatching using Technical Units available in accordance with Article 10 paragraph 2(b).
6. Elia may deviate from the principles described in paragraphs 2-5 under specific circumstances, as reported in TITLE 5.

### **Article 13. Countertrading & cross-border Redispatching**

1. The rules in paragraphs 2 – 10 are subject to changes following the entry into force of new methodologies as referred to in Whereas 8.
2. In anticipation of the entry into force and implementation of relevant common TSOs proposals for the methodologies developed in accordance with articles 35(1) and 74 of CACM and article 76 of the SOGL Elia may perform Countertrading or cross-border Redispatching in coordination with TSOs of neighboring Control Areas in compliance with the rules described in paragraphs 2 - 9. Concrete implementation of these rules may be further defined in bilateral agreements between Elia and the concerned TSO regarding Countertrading and/or cross-border Redispatching.
3. Each TSO has the right to reject requests for Countertrading or cross-border Redispatching from neighboring TSOs if leading to a violation of Operational Security limits or if insufficient local compensation bids (as described in Article 14) are available.
4. Each TSO may request Countertrading or cross-border Redispatching after the day-ahead coordinated security analysis in compliance with article 75 of the SOGL has been performed.
5. Elia may request Countertrading or cross-border Redispatching as a Preventive, Curative, or Restoring Remedial Action if in line with European methodologies for the concerned Capacity Calculation Region or with the bilateral agreement with the concerned TSO. In bilateral agreements, Elia and the concerned TSO must agree on a minimum time between the activation request and the start of the activation.
6. The TSO requesting the Countertrading or cross-border Redispatching action can, [in line with the modalities specified in article 26 §3 of CACM](#), decrease the intraday available transfer capacity on the affected border during the period of the activation and in the direction of the Congestion to ensure that further intraday allocations will not aggravate the Congestion risk, without jeopardizing the firmness of already allocated capacities.
7. The TSO requesting the Countertrading or cross-border Redispatching shall bear the net costs of the Remedial Action. Only if the Congestion is on a common tie-line, costs shall be shared equally between the involved TSOs.
8. Elia in agreement with the concerned TSO must specify the position of cross-border Redispatching and Countertrading within the order list of Remedial Actions created based on the principles described in Article 12. The position can be:
  - either Countertrading or cross-border Redispatching if no other effective and efficient Remedial Actions are available to Elia;

- or a cost-based order of internal Remedial Actions and Countertrading or cross-border Redispatching if equally effective to solve the Congestion risk. In this case at least indicative prices are to be exchanged between the TSOs in order to enable a cost optimization by the requesting TSO.
9. If Elia is the TSO requesting the Countertrading or cross-border Redispatching, Elia may use all available compensation means described in Article 14, cross-border Redispatching, or Countertrading.
  10. In case Elia receives a request for Countertrading or cross-border Redispatching from another TSO, Elia may use the means listed in Article 14.5 for compensation.
  11. The bilateral agreements regarding Countertrading and/or cross-border Redispatching can foresee support of the Regional Security Coordinator if deemed valuable by the TSOs<sup>8</sup>.

#### **Article 14. Activation of the compensation mechanism for the neutralization of the impact of the activation of Congestion bids on the system imbalance**

1. Elia aims to minimize the effect of Congestion Management on the system imbalance of the Elia Control Area via a compensation mechanism when activating flexibility (as a Congestion bid):
  - as a Remedial Action for internal Redispatching (as described in Article 10 paragraph 2(b));
  - as a Remedial Action activated for Countertrading or cross-border Redispatching (as described in Article 13).
2. Elia abides by the principle of compensation providing there are no agreements on European level rendering the principle of compensation redundant.
3. The compensation mechanism entails the activation of one or more compensation bids using flexibility described in paragraphs 5 and 7 only when available and without creating other risks of grid security.
4. The compensation mechanism entails the activation of one or more compensation bids using flexibility described in paragraphs 5 and 7 for a total volume equal to the net impact of the Congestion bids activated during the Day-ahead Procedure Timeframe and the Intraday Procedure Timeframe for the concerned quarter-hour. The compensation bids do not have to be selected together or at the same time as the Congestion bid.
5. Flexibility available for compensation may be:
  - i. The flexibility put at the disposal of Elia in accordance with the Terms and Conditions for the Scheduling Agent in compliance with article 248 of the Federal Grid Code to be activated as a compensation bid before the earliest balancing gate closure time for aFRR or mFRR.

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<sup>8</sup> For example, typically in the detection phase of the process

- ii. The flexibility put at the disposal of Elia on non-reserved balancing capacity in accordance with the Terms and Conditions for Balancing Service Providers and in compliance with article 226 of the Federal Grid Code (meaning flexibility offered but not reserved for balancing during the concerned quarter-hour).
  - iii. Other means available (if any) in compliance with the ID market rules.
6. Elia activates the flexibility for compensation in accordance with the principles described in Article 12 paragraphs 1, 2 and 3. In order to avoid creating Congestions, Elia does not activate the availability flexibility in a zone determined as Red Zone (as described in **Error! Reference source not found.**).
7. For activations described in paragraph 5(i) Elia takes into account the rules on Priority Dispatch described in Article 15.
8. If none of the flexibility listed in paragraph 5 is available Elia may activate for compensation the energy of balancing capacity reserved in accordance with the Terms and Conditions for the Balancing Service Provider.
9. If due to specific circumstances Elia cannot comply with the rules described in paragraphs 1-8, Elia shall report those instances to the competent regulatory authority as described in TITLE 5.

#### **Article 15. Priority Dispatch**

1. When activating downward flexibility as a Remedial Action in accordance with Article 10 paragraph 2(b) or as a compensation bid in accordance with Article 14 Elia will aim to comply with the requirements for Priority Dispatch for electricity produced from renewable energy sources or high-efficiency cogeneration described in article 13 of the Electricity Regulation. The priority dispatch can, however, not be a reason not to activate flexibility as a Congestion bid or as a compensation bid.
2. Elia will prioritize electricity produced from renewable energy sources or high-efficiency cogeneration, meaning not activate downward flexibility on such Technical Units, provided that alternative actions are available at an acceptable cost (meaning not at a significantly disproportionate costs in accordance with article 13 (6) of the Electricity Regulation) and do not severely increase the risks for a secure operation of the transmission grid.
3. When Elia activates downward flexibility on units producing electricity from renewable energy sources or high-efficiency cogeneration due to a lack in alternative actions available in accordance with the criteria in paragraph 2, Elia will stop the activation as soon as alternative actions become available.

#### **Article 16. Cost-based Redispatching**

1. In execution of article 13.3 of the Electricity Regulation as referred to in Whereas 21, in these Rules Elia appeals to the exemption on market-based mechanisms and proposes the

general use of a non-market-based mechanism for the activation of flexibility offered by a Scheduling Agent in the Day-ahead Procedure Timeframe.

2. In accordance with article 13.7 of the Electricity Regulation downward flexibility on Technical Units connected to the grid with a flexible access and activated in accordance with Article 10 paragraph 2(c) will not necessarily be financially compensated.
3. In accordance with article 13.7 of the Electricity Regulation and applying Article 8 Elia will accept the bid prices for flexibility offered by a Scheduling Agent for the purpose of Congestion Management, in a non-market-based mechanism.

#### **Article 17. Red Zones**

1. After the coordinated security analysis for day D performed at day D-1 Elia determines Red Zones.
2. Elia shall update the Red Zones during day D following the intraday Operational Security Analysis in accordance with article 70 (1) of SOGL and article 17 of the CACM (see Whereas 23), which takes place each hour of day D for the remaining hours of day D based on latest updates values
3. Red Zones determined by Elia on hourly basis are based on a check to see whether or not Daily Schedules for day D received after the closure of the Day-ahead Market or deviations of the Daily Schedules on day D could cause Congestions. In case a deviation, in a specific direction (upwards or downwards), would cause Congestions on relevant network elements, Elia will declare the concerned Electrical Zone as a Red Zone in the concerned direction.
4. Red Zones may indicate the following limitations on the margin for deviations from the Daily Schedule with an hourly granularity:
  - i. A zero margin, meaning no deviations would be acceptable
  - ii. A specific MW value, meaning some deviations would be acceptable but capped at the MW threshold.
5. Zones without an hourly limitation on the margin for deviation as described in paragraph 2 are considered as Green Zones.
6. Red Zones indicate whether the margin for deviation is limited in incremental direction, in decremental direction, or in both incremental and decremental directions depending on the relevance.
7. As a measure of Congestion Management in order to prevent that Congestion risks would worsen or that new Congestion risks would occur, Elia uses the Red Zones in the following manners:
  - i. In accordance with article 34.3 of the EBGL, Elia has the right to not allow Transfers of Balancing Capacity towards Red Zones. Elia will specify the rules in the Terms and Conditions for the Balancing Service Provider.

- ii. In accordance with article 29.14 of the EBGL, Elia has the right to set balancing energy bids for aFRR (automatic Frequency Restoration Reserve) at unavailable if containing delivery points located in a Red Zone. Elia will specify the rules in the Terms and Conditions for the Balancing Service Provider for aFRR.
  - iii. In accordance with article 29.14 of the EBGL, Elia has the right to set balancing energy bids for mFRR (manual Frequency Restoration Reserve) at unavailable if containing delivery points located in a Red Zone. Elia will specify the rules in the Terms and Conditions for the Balancing Service Provider for mFRR.
  - iv. Amendment requests during the Intraday Procedure Timeframe of the Daily Schedule on Technical Units located in a Red Zone are only approved by Elia if the deviation of the Daily Schedule resulting from the amendment is smaller than the Red Zone margin as described in paragraph 2 for the concerned quarter-hour(s) in the concerned direction. The margin available in a Red Zone with specific MW threshold (paragraph 2 (ii)) is dispatched on a 'first come first serve' basis. The Scheduling Agent therefore must submit Daily Schedule amendments for approval to Elia.
  - v. In accordance to article 251 of the Federal Grid Code Elia has the right to force a Technical Unit to return to the last approved Daily Schedule at no cost in case of deviations in real-time. Elia accepts exceptions to this rule in case of a forced outage on the concerned Technical Unit.
8. Elia informs the concerned Scheduling Agents and Balancing Service Providers of the Red Zones once determined in day D-1 or updated during day D.

## **TITLE 5    Reporting**

### **Article 18.    Monitoring**

1. As proposed in response to the incentive on "Improvement of transparency as regards the detection and management of Congestion" defined in the CREG decision (B)658E/52 of 28 June 2018, Elia will send a quarterly report on Congestion Management to CREG covering a period of three months, within one and a half months after the end of the concerned period. This report will contain the following information:
  - a. Information on the quality of the following forecasts used as operational input data for the creation of the Individual Grid Models (IGM):
    - i. Quality of production forecasts calculated based on a comparison of the forecasts with real-time measurements, categorized based on production type;
    - ii. Quality of forecasted data of grid topology based on a comparison of the forecasts with real-time measurements, for the following grid



## Article 19. Publication of information

1. Elia shall publish information via the ENTSO-e transparency platform in accordance with Whereas 16 and 17 regarding :
  - a. Congestion Management measures
  - b. Unavailability of generation and production units
2. In accordance with article 22.2 of the SO GL Elia will publish on its website the report sent to CREG in accordance with Article 18.2 on the use of additional Remedial Actions, including its justification.
3. Elia shall publish on its website a quarterly report containing the information described in Article 18.1(a and b) and relevant information about the activation of Costly Remedial Actions by Elia described in Article 18.1(c). More specific the following information will be published:
  - a. KPI on the quality of forecasts used as operational input data for the creation of the Individual Grid Models (IGM)
  - b. KPI on the quality of output data
  - c. Information about the timing, power, location, and purpose for activations of Costly Remedial Actions by Elia (including activations for downward Redispatching using Technical Units subject to the Priority Dispatch)
  - d. Historical values of a selection of relevant KPIs.
4. Elia shall publish on its website for information purposes only whether an Electrical Zone is red from 21 April 2020.<sup>9</sup>

## TITLE 6 Final Provisions

### Article 20. Language

The reference language for these Rules shall be English. For the avoidance of doubt, where Elia needs to translate this proposal into the national language(s), in the event of inconsistencies between the English version published by Elia and any version in another language, the English version shall prevail and Elia shall, in accordance with national legislation, provide the relevant national regulatory authorities with an updated translation of the proposal.

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<sup>9</sup> The information regarding whether a zone is red for a particular hour of a day is also sent to the relevant market parties through an automated B2B push communication. The information regarding whether a zone is red through the automated B2B push communication will prevail over the information that will be published on the Elia website for a particular hour of a day.