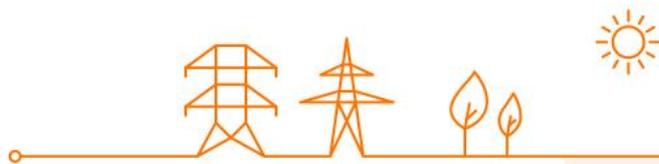


**CONSULTATION REPORT**

**Report on the public consultation  
regarding the Terms and  
conditions for balance responsible  
parties (T&C BRP)**

**17 December 2020**



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## 1. Introduction

Elia organized a public consultation from 22 October 2020 to 22 November 2020 regarding the proposal of amendment of the terms and conditions for balance responsible parties (hereafter referred to as the T&C BRP) in the context of the implementation of Transfer of energy (ToE) for the day-ahead and intraday markets and the requests formulated by the CREG and the VREG in earlier decisions.

The purpose of this report is to consolidate the feedback received from the public consultation, while at the same time reflecting Elia's position on these reactions.

## 2. Feedback received

In response to the public consultation, Elia received the following non-confidential replies from the following parties:

- FEBEG
- Febeliec
- Fluvius

All responses received have been appended to this report. These reactions, together with this consultation report, are available on Elia's website.

## 3. Instructions for reading this document

This consultation report is structured as follows:

- Section 1 contains the introductory context,
- Section 2 gives a brief overview of the responses received,
- Section 3 contains instructions for reading this document,
- Section 4 discusses the various comments received during the public consultation and Elia's position on them,
- Section 5 discusses the next steps,
- Section 6 contains the annexes of the consultation report.

This consultation report is not a 'stand-alone' document, but should be read together with the proposal submitted for consultation, the reactions received from the market participants (annexed to this document) and the final proposal.

Section 4 of the document is structured as follows with additional information on the content per column below.

Subject/Article/Title	Stakeholder	Comment	Justification
A	B	C	D

- A. Subject matter covered by the various responses received.
- B. Stakeholder providing the comment.
- C. Description of the comment received.
- D. Elia's arguments as to why a comment was or was not included in the final proposal.

## 4. Comments received during the public consultation

### 4.1 General comments

This section provides an overview of the general reactions and concerns of market players that Elia received to the documents submitted for consultation.

SUBJECT	STAKEHOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Consultation Process	FEBEG	FEBEG regrets the whole debate around ToE DA-ID is imposed in a way that Elia & CREG disregard nearly all of the comments shared in the past. As mentioned at many previous accounts, FEBEG considers that the way the ToE issue has been handled/discussed/consulted in the (recent) past is problematic and is hoping that the all the stakeholders will, in the steps still to be taken, duly consider the problems and issues raised by other stakeholders and market parties.	Elia takes note of and regrets that FEBEG is not satisfied with the process.  However, Elia is of the opinion that it has taken sufficient actions to consult the different market parties including FEBEG, and has provided explanations and justifications for its decisions. Specifically for ToE for DA/ID, 3 public consultations were held (study in 2019, consolidated design note during the summer of 2020 and the current public consultation of the ToE Rules and the T&C BRP) and several workshops were organized. Elia emphasizes that all comments were taken into consideration and that a reaction to all comments provided by market parties has been provided.
Transfer of Energy for DA and ID markets	FEBEG	Most of the comments on Transfer of Energy DA-ID have already been shared in previous position papers <sup>2</sup> . FEBEG considers this market design is biased, not technology-neutral, ideological, discriminatory and imposed top-down.	Elia reminds that it duly justified (see study of 2019) the reasons to implement ToE for DA/ID with a cost-benefit analysis, concluding with the recommendation

		<p>FEBEG already expressed its concerns regarding the biased regulated price imposed by CREG which undoubtedly favor the BSP's. This is further exacerbated as BRP's are imposed a volume/ deviation risk resulting of the baseline method, something that is only applicable to DPpg to our knowledge. FEBEG is also disappointed that the technology-neutrality principle is not applied consistently throughout all market designs. FEBEG regrets the absence of a decent cost benefits analysis which should be a sound prerequisite to any project. Comparable market design such as the mFRR non-reserved bids for DPpg did not deliver (yet) any value to the market. Consequently, FEBEG believes that market designs should be the result of rational decisions (CBA) and not ideological ones. Balancing projects recently implemented indicate that market parties are limited in resources. FEBEG believes that Elia should target projects with high added-value and deprioritize those with limited benefits, especially if the required workload for market parties is very high or sometime even impossible to deliver in the required/suggested timeframe.</p> <p>Even more worrying, FEBEG members fear to be discriminated because of the lack of level-playing field between technologies and the costs imposed to them. The members will bear costs as a result of the volume risks involved by the baseline method and the biased regulated price formula. They will bear costs resulting in the potential implementation of this project as well. Pushing a market design with very limited value is one thing, imposing costs to BRPs is another thing. Consequently, FEBEG urges Elia to do its best efforts to foresee (if deemed useful for the market) an implementation where no costs are imposed to BRPs.</p>	<p>to implement ToE in DA/ID but to postpone the decision to implement some features that were considered as less efficient.</p> <p>A detailed response to each of the elements listed by FEBEG is presented in Section 4.3.</p>
<p>Transfer of Energy for DA and ID markets</p>	<p>Febeliec</p>	<p>Febeliec would to thank Elia for this consultation on the proposal of amendment of the T&amp;C BRP following the introduction of Transfer of Energy for the DA and ID markets and following requests of the CREG and the VREG.</p> <p>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</p>	<p>Elia thanks Febeliec for its appreciation and takes note of the position of Febeliec regarding the importance of ToE in DA/ID markets and the valuation of the success of ToE.</p>

		<p>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&amp;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.</p> <p>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.</p>	
<p>Combo and Multiple FSP functionality for DP<sub>PG</sub></p>	<p>Febeliec</p>	<p>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.</p> <p>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</p>	<p>Elia takes note of the comments made by Febeliec regarding the Combo and the Multiple FSP functionality. As this is out of the scope of the consultation on the T&amp;C BRP, it is not discussed here. However, a detailed response to the comments provided by Febeliec is presented in the report on the public consultation regarding the Rules organizing the Transfer of energy and the FSP Contract DA/ID.<sup>1</sup></p>

<sup>1</sup> The report on the public consultation regarding the Rules organizing the transfer of energy and the FSP Contract DA/ID can be consulted on the following link: [https://www.elia.be/en/public-consultation/20201019\\_public\\_consultation\\_on-the\\_rules\\_on\\_the\\_organization\\_of\\_the\\_transfer\\_of\\_energy](https://www.elia.be/en/public-consultation/20201019_public_consultation_on-the_rules_on_the_organization_of_the_transfer_of_energy).

		<p>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&amp;C BRP to this effect.</p> <p>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&amp;C BRP.</p> <p>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&amp;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&amp;C BRP.</p>	
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## 4.2 Specific comments related to Transfer of Energy

SUBJECT	STAKEHOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Counterbalancing and notifications to the BRP	FEBEG	<p>Individual Balance Responsibility BRPs have an obligation of means to be balanced in real-time. This market design will hence decrease the means of the BRPs as they will loose control of the volumes concretely activated within their portfolio. Indeed, the confidentiality of the DPpg performing the activations will decrease the visibility of the BRP's RT deviations. BRPs have no way to take or not take corrective measures such as counter-balancing. Do BRPs need to understand that this obligation of means will be less important in the future?</p> <p>FEBEG has expressed many times that aggregating the activations per BRP source will prevent him from taking corrective measures such as avoiding counter-balancing. BRP source do need a breakdown per DPpg on top of this aggregated volumes activated. FEBEG regrets that Elia justifies this for the sake of "a more user-friendly and clear overview of the total impact..." As such, this sentence disregards previous comments shared by FEBEG and also disregards the importance of BRPs taking the correct measures for the grid.</p>	<p>Elia first of all emphasizes that providing aggregated information is required to respect confidentiality in line the principles outlined in Art. 19ter of the Electricity law. In addition, Elia stresses that the current proposal of the ToE Rules does not contain a change to these principles.</p> <p>Elia furthermore reminds that it is the responsibility of the BRP to manage his balance responsibility and to perform the necessary actions to do so. These actions include taking the measures required to get a clear view on the RT position of its balancing perimeter. In this regard, Elia has recently also did significant efforts to facilitate BRPs to get a better view on the DSO allocations by publishing the last infeed measurements to the Belgian DSOs and by providing quasi real-time estimations of DSO allocations. Elia thus considers that the planned notifications, containing information regarding the total (i.e., aggregated) impact of activations of DP<sub>PG</sub> in the perimeter of the BRP, are sufficient to enable the BRP to meet its balancing responsibility.</p> <p>Finally, Elia also reminds that, in line with Art. 16.2 of the BRP Contract, BRPs have the right -under certain conditions- to deviate from a balanced position to support balancing the zone. As such, Elia observes that the global position of the zone and the imbalance tariff provide important incentives for the real-time actions taken by BRPs. These incentives are independent of the position of the perimeter of each BRP.</p>

<p>Removal asymmetric imbalance adjustment</p>	<p>FEBEG</p>	<p>Art 20.8.2 Balancing perimeter corrected on volumes delivered and not requested.</p> <p>The removal of the cap raises some questions to FEBEG. Is the notification process still consistent and useful for BRPs if BSPs may deviate from the volumes they initially intended to activate? How can BRPs (not) take measures if the volumes provided within the notification messages are not accurate? Why does Elia allow a deviation between requested and delivered volume while Elia introduced the possibility to exclude BSPs that are not performing correctly? How will the difference between requested and delivered volumes managed at Elia side as multiple parties will bear this risk?</p> <p>The data exchange needs to be further elaborated if the market design foresees that the delivered volumes are not capped by the requested volumes. BRPs are likely to fear that the volumes communicated through the data exchange are misestimated... with all the negative consequences already mentioned.</p>	<p>First, Elia reminds that the removal of asymmetric imbalance adjustment (AIA), for DA/ID markets was proposed by BRPs during the workshops in 2019 to avoid that over delivery can have a negative impact on the BRP-Supplier in case of a DA/ID activation (this would be the case if the direction of the activation is not helping to restore the balance in the zone). The removal of AIA is thus needed to fully neutralize the impact of the activation on the BRP-Supplier. In addition, the removal of AIA is needed to ensure an identical treatment of an over delivery for DP<sub>SU</sub> and DP<sub>PG</sub>.</p> <p>Second, Elia reminds that even with asymmetric imbalance adjustment (i.e., the removal of the cap, corresponding to the requested volume of flexibility, in the calculation of the delivered volume of flexibility), there can be a difference between the requested and the delivered volume, for instance in case of under delivery. Furthermore, the removal of asymmetric imbalance adjustment does not relax the FSP's responsibility for providing the notifications and should thus not impact the notification accuracy.</p> <p>Finally, Elia reminds that the delivered volume of each delivery point is still capped by its DP<sub>max,up/down</sub>, and that based on this, BRPs will still receive information regarding the maximally activated flexibility volume (aside from the information regarding the estimated activated volume).</p>
<p>Definition delivery point</p>	<p>Febeliec</p>	<p>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.</p>	<p>First, Elia notices that the term "Delivery point" is not used in the T&amp;C VSP and the contract for black-start services.</p> <p>In addition, the term "Delivery point" is used in the BRP Contract only in the context of the perimeter corrections, which is not applicable for voltage services and restoration services.</p>

			<p>Given the above, Elia believes that extending the definition of Delivery point in the BRP contract to include voltage and/or restoration services would mainly result in the need to make more exceptions in the article related to the perimeter corrections, and therefore negatively impact the readability of the contract.</p>
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### 4.3 Specific comments not related to Transfer of Energy

SUBJECT	STAKEHOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Invoice objection	FEBEG	<p>Art 5.3 the amendment to this clause considers that both parties would have the same interest. However, as already voiced to CREG and Elia, FEBEG considers that the price formula for ToE compensation is unilaterally in the advantage of the BSP. Also, it breaches some principles such as uncertainty at the moment of the activation, price formula should be in the disadvantage of all parties, etc. FEBEG expects that BSPs participating to ToE DA-ID (if any) will very likely not want to land on a negotiated price formula. As a result of that, the sentence added in Art 5.3 imposing that a mistake needs to be acknowledged by both parties at the same time does not make sense.</p>	<p>Elia first of all would like to clarify that Art. 5.3 relates to an objection of the BRP to an invoice for the imbalances received by Elia. Hence, the terms “both parties” refer to Elia and the BRP. Although the comment makes a link to the Transfer of Energy framework, Elia would like to stress that this article has a significance regardless of whether a market situation with Transfer of Energy applies. In addition, Elia does not respond to the part of the comment related to the price formula as the determination of the default transfer price is a competence of the CREG.</p> <p>Elia believes to understand from this comment that FEBEG has a general concern regarding the fact that, due to confidentiality reasons, BRPs cannot verify (and hence object) the perimeter corrections performed in the context of the activation of DP<sub>PE</sub> for which a market situation with Transfer of Energy applies. However, Elia reminds that respecting confidenci-</p>

			<p>ality is one of the fundamental principles of the Transfer of Energy framework, and that the calculation of the delivered volume of flexibility is based on a transparent and objective methodology as presented in the Rules for the Organization of the Transfer of Energy.</p>
<p>Force majeure</p>	<p>FEBEG</p>	<p>The following paragraph, referring to a reason for “overmacht” seems rather “light” compared to the other examples listed (which refer to war, computer virus, or other extreme and rare events). The event mentioned here seems not very extreme, and too vague to effectively evaluate. Maybe Elia could be more precise or add some elements to specify the “extremeness” of an event that would be sufficiently dramatic to be valid as “overmacht”.</p> <p>“de tijdelijke of voortdurende technische onmogelijkheid voor het net om elektriciteit uit te wisselen vanwege storingen binnen de regelzone veroorzaakt door elektriciteitsstromen die het resultaat zijn van energie-uitwisselingen binnen een andere regelzone of tussen twee of meerdere andere regelzones en waarvan de identiteit van de marktdeelnemers betrokken bij deze energie-uitwisselingen niet gekend is door Elia en redelijkerwijs niet gekend kan zijn door Elia”</p>	<p>Elia clarifies that the term “Force majeure” and the conditions for a situation to qualify as a Force majeure are presented in Art. 7.3 §2. Specifically, it concerns an <u>unforeseeable or unusual event, or an event over which the Party has reasonably no control and that is not caused by a fault of the Party, that with reasonable foresight and precaution could not have been prevented and that could not be resolved by measures of the Party that can be considered reasonable from a technical, financial or economic point of view, and that has actually taken place and is objectively verifiable and resulting in the Party being temporarily or permanently not capable to meet his obligations resulting from the BRP Contract.</u></p> <p>In this regard, the (non-exhaustive) list of situations presented in Art. 7.3 §4 aims to provide certain <u>examples</u> that could qualify as a force majeure, but only if the conditions for a situation to be qualified as a force majeure as outlined in Art. 7.3 §2 apply. The occurrence of a situation corresponding to one of the situations listed in Art. 7.3 §4 thus does not necessarily qualify as a Force majeure. Indeed, the situations listed in Art. 7.3 §4 are to be interpreted in combination with the conditions listed in 7.3 §2, as explicitly stated in the BRP Contract.</p> <p>Elia acknowledges that the loop flows observed on a day-to-day basis do not meet the requirements outlined in Art. 7.3 §2 and hence would not</p>

			<p>qualify as a Force majeure. However, it is not excluded that an extreme situation might occur for which the conditions outlined in Art. 7.3 §2 would be met.</p>
Suspension	Fluvius	<p>De bepalingen met betrekking tot schorsing beïnvloeden ook de distributienetbeheerder in zijn rol als noodleverancier. Immers zal schorsing van de BRP niet langer voldaan zijn aan alle voorwaarden voor toegang van de betrokken toegangshouder. Daarom vraagt Fluvius volgende bijsturingen:</p> <ul style="list-style-type: none"> <li>- Melding in een vroegere fase: nu is voorzien dat Fluvius geïnformeerd wordt bij de beslissing tot schorsing, vraag zou zijn om dit al bij de start van de schorsingsprocedure te doen</li> <li>- Termijn van de schorsingsperiode (10 à 35 dagen): vraag om deze af te stemmen op de periode die nodig is om een mass BRP switch uit te voeren (20 kalenderdagen)</li> </ul>	<p>The general suspension procedure consists of 2 subsequent periods:</p> <ol style="list-style-type: none"> <li>1. A first period in which the BRP is given the opportunity to resolve the issue that led to the start of the suspension procedure.</li> <li>2. A second period until the start of the actual suspension (if applicable)</li> </ol> <p>The first period aims to provide the BRP the opportunity to resolve the issues without being exposed to naming-and-shaming. As such, in this period only the relevant regulators will be informed.</p> <p>To consider the impact of a suspension of a BRP on the DSOs, the second period was extended in the consulted version of the T&amp;C BRP (from 5-10 days up to 10-35 days). As such, the possible duration of this period can consider constraints faced by DSOs, for instance to perform a mass BRP switch.</p>
Missing references	Febeliec	<p>Throughout the documents, some of the references are missing (reference source not found or referring to "0").</p>	<p>An additional check has been performed and all reference issues have now been resolved.</p>
Key Account Manager	Febeliec	<p>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.</p>	<p>Elia has adapted the contract so that it only refers to a specific function. The responsible person(s) will be added to the contract at the moment of signature.</p>

## 5. Next steps

On the basis of the reactions received from market players, as set out in this consultation report, Elia will finalize its proposal of amendment of the T&C BRP. The finalized documents are submitted to the relevant regulators on December 17<sup>th</sup> 2020. A non-confidential version of the consultation report will be published on Elia's website after the submission to the CREG.

After approval by the CREG, market parties will be informed regarding the final documents and the planned go-live.

## 6. Attachments

### Contact

#### Elia Consultations

Consultations@elia.be

#### Elia System Operator SA/NV

Boulevard de l'Empereur 20 | Keizerslaan 20 | 1000 Brussels | Belgium



Subject: FEBEG's comments on ELIA's public consultation on the rules on the organization of the Transfer of Energy and the FSP Contract DA/ID

Date: 23 November 2020

Contact: Jean-François Waignier

Phone: +32 485 779 202

Mail: Jean-francois.waignier@febeg.be

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FEBEG thanks ELIA for having the opportunity to answer ELIA's Public consultation on the proposal of amendment of the T&C BRP<sup>1</sup>.

The comments and suggestions of FEBEG are not confidential.

## General comments

Most of the comments on Transfer of Energy DA-ID have already been shared in previous position papers<sup>2</sup>. **FEBEG considers this market design is biased, not technology-neutral, ideological, discriminatory and imposed top-down.**

FEBEG already expressed its concerns regarding the **biased** regulated price imposed by CREG which undoubtedly favor the BSP's. This is further exacerbated as BRP's are imposed a volume/ deviation risk resulting of the baseline method, something that is only applicable to DPpg to our knowledge. FEBEG is also disappointed that the **technology-neutrality** principle is not applied consistently throughout all market designs.

FEBEG regrets the absence of a decent cost benefits analysis which should be a sound prerequisite to any project. Comparable market design such as the mFRR non-reserved bids for DPpg did not deliver (yet) any value to the market. Consequently, FEBEG believes that market designs should be the result of rational decisions (CBA) and not ideological ones. Balancing projects recently implemented indicate that market parties are limited in resources. FEBEG believes that Elia should target projects with high added-value and deprioritize those with limited benefits, especially if the required workload for market parties is very high or sometime even impossible to deliver in the required/suggested timeframe.

Even more worrying, FEBEG members fear to be **discriminated** because of the lack of level-playing field between technologies and the costs imposed to them. The members will bear costs as a result of the volume risks involved by the baseline method and the biased regulated price formula. They will bear costs resulting in the potential implementation of this project as well. Pushing a market design with very limited value is one thing, imposing costs to BRPs is another thing. Consequently, FEBEG urges Elia to do its best efforts to foresee (if deemed useful for the market) an implementation where no costs are imposed to BRPs.

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<sup>1</sup> [https://www.elia.be/en/public-consultation/20201021\\_public-consultation-on-the-proposal-of-amendment-of-the-tc-brp](https://www.elia.be/en/public-consultation/20201021_public-consultation-on-the-proposal-of-amendment-of-the-tc-brp)

<sup>2</sup> 2020-11-19 FEBEG comments on the Rules of Transfer of energy and the FSP Contract DA-ID (final)

Finally, FEBEG regrets the whole debate around ToE DA-ID is imposed in a way that Elia & CREG disregard nearly all of the comments shared in the past. As mentioned at many previous accounts, **FEBEG considers that the way the ToE issue has been handled/discussed/consulted in the (recent) past is problematic and is hoping that the all the stakeholders will, in the steps still to be taken, duly consider the problems and issues raised by other stakeholders and market parties.**

## The specific comments on the amendments of the BRP.

Art 20.8.2 Balancing perimeter corrected on volumes delivered and not requested.

The removal of the cap raises some questions to FEBEG. Is the notification process still consistent and useful for BRPs if BSPs may deviate from the volumes they initially intended to activate? How can BRPs (not) take measures if the volumes provided within the notification messages are not accurate? Why does Elia allow a deviation between requested and delivered volume while Elia introduced the possibility to exclude BSPs that are not performing correctly? How will the difference between requested and delivered volumes managed at Elia side as multiple parties will bear this risk?

Individual Balance Responsibility BRPs have an obligation of means to be balanced in real-time. This market design will hence decrease the means of the BRPs as they will loose control of the volumes concretely activated within their portfolio. Indeed, the confidentiality of the DPpg performing the activations will decrease the visibility of the BRP's RT deviations. BRPs have no way to take or not take corrective measures such as counter-balancing. Do BRPs need to understand that this obligation of means will be less important in the future?

Data Exchange This data exchange needs to be further elaborated if the market design foresees that the delivered volumes are not capped by the requested volumes. BRPs are likely to fear that the volumes communicated through the data exchange are misestimated... with all the negative consequences already mentioned.

Data exchange aggregated information FEBEG has expressed many times that aggregating the activations per BRP source will prevent him from taking corrective measures such as avoiding counter-balancing. BRP source do need a break-down per DPpg on top of this aggregated volumes activated. FEBEG regrets that Elia justifies this for the sake of "a more user-friendly and clear overview of the total impact..." As such, this sentence disregards previous comments shared by FEBEG and also disregards the importance of BRPs taking the correct measures for the grid.

Art 5.3 the amendment to this clause considers that both parties would have the same interest. However, as already voiced to CREG and Elia, FEBEG considers that the price formula for ToE compensation is unilaterally in the advantage of the BSP. Also, it breaches some principles such as uncertainty at the moment of the activation, price formula should be in the disadvantage of all parties, etc. FEBEG expects that BSPs participating to ToE DA-ID (if any) will very likely *not* want to land on a negotiated price formula. As a result of that, the sentence added in Art 5.3 imposing that a mistake needs to be acknowledged by both parties at the same time does not make sense.

Art 7.3.

The following paragraph, referring to a reason for “overmacht” seems rather “light” compared to the other examples listed (which refer to war, computer virus, or other extreme and rare events). The event mentioned here seems not very extreme, and too vague to effectively evaluate. Maybe Elia could be more precise or add some elements to specify the “extremeness” of an event that would be sufficiently dramatic to be valid as “overmacht”.

*“de tijdelijke of voortdurende technische onmogelijkheid voor het net om elektriciteit uit te wisselen vanwege storingen binnen de regelzone veroorzaakt door elektriciteitsstromen die het resultaat zijn van energie-uitwisselingen binnen een andere regelzone of tussen twee of meerdere andere regelzones en waarvan de identiteit van de marktdeelnemers betrokken bij deze energie-uitwisselingen niet gekend is door Elia en redelijkerwijs niet gekend kan zijn door Elia”*

## **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 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 chose 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.

# Fluvius

De bepalingen met betrekking tot schorsing beïnvloeden ook de distributienetbeheerder in zijn rol als noodleverancier. Immers zal schorsing van de BRP niet langer voldaan zijn aan alle voorwaarden voor toegang van de betrokken toegangshouder. Daarom vraagt Fluvius volgende bijsturingen:

- Melding in een vroegere fase: nu is voorzien dat Fluvius geïnformeerd wordt bij de beslissing tot schorsing, vraag zou zijn om dit al bij de start van de schorsingsprocedure te doen
- Termijn van de schorsingperiode (10 à 35 dagen): vraag om deze af te stemmen op de periode die nodig is om een mass BRP switch uit te voeren (20 kalenderdagen)