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ASPECTS OF THE MARKET COUPLING OPERATION INTEGRATION PLAN

The basic document for all Nominated Electricity Market Operators (hereinafter – NEMOs) that sets up the main principles of developing and maintaining the algorithms, systems and procedures for single day-ahead and intraday coupling (hereinafter – MCO Functions) is the Market Coupling Operator Plan (hereinafter – MCO Plan) [1].

The MCO Plan was developed by all NEMOs pursuant to article 7(2) of Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management (hereinafter – CACM Regulation) [2] and took into account the general principles and goals set in the CACM Regulation.

In accordance with the Treaty establishing Energy Community [3], the main purpose of which is to organize relations between the parties to the treaty, namely the Member States of the European Union on the one hand and the countries of South-Eastern Europe on the other (hereinafter – Contracting Parties), within the framework of the integration process, Contracting Parties’ electricity market spot segments are joining to market coupling – pan-European Single Day-ahead Coupling (hereinafter – SDAC) and Single Intraday Coupling (hereinafter – SIDC). Contracting Parties’ NEMOs should also perform the MCO Functions with peculiarities envisaged in separate document – the MCO Integration Plan (hereinafter – MCO IP). The main principles of the MCO IP are defined by the Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management, as adapted and adopted by the Energy Community Ministerial Council Decision 2022/03/MC-EnC of 15 December 2022 (hereinafter – CACM for Contracting Parties) [4].

In accordance with Article 7 (3) of the CACM for Contracting Parties by twelve months after the entry into force of this CACM for Contracting Parties all NEMOs from Contracting Parties and Member States shall submit to all regulatory authorities,

the Energy Community Regulatory Board and the ACER a plan on integration of NEMOs from Contracting Parties in the MCO Functions.

As the CACM for Contracting Parties is currently being implemented in Contracting Parties, including Ukraine, market operators are not designated as NEMOs, but have observer status. However, taking into account the provisions of the CACM for Contracting Parties, the EU NEMOs developed and submitted to the Agency for the Cooperation of Energy Regulators (hereinafter – ACER) their own MCO IP version [5] without taking into account Contracting Parties market operators' comments and proposals. Therefore, it is relevant to study the impact of the MCO IP provisions on the role and rights of JSC “Market Operator” in performing the NEMO function. After review of the submitted MCO IP, main aspects were identified that would significantly future market coupling with European spot market (Table 1).

Table 1.

Main aspects of the MCO IP

| Aspects | Comments |
|--|--|
| 1. NEMOs from Contracting Parties are not entitled to carry out the MCO Functions jointly with EU NEMOs. | <p>NEMOs from Contracting Parties are not responsible for the development, maintenance and operation of algorithms, unlike the EU NEMOs; NEMOs from Contracting Parties can communicate the validation of the results only through or together with their EU NEMOs, as a service. On this case, EU NEMOs shall be a NEMO MCO Function Asset co-owner.</p> <p>EU NEMOs formulated abovementioned by referring to the CACM for Contracting Parties provisions. However, according to these provisions, the following is provided:</p> <ul style="list-style-type: none"> - Article 7 (2): NEMOs may carry out MCO functions jointly with NEMOs from Member States; - Article 7 (4): The joint performance of MCO functions shall be based on the principle of non-discrimination; - Article 10: TSOs (transmission system operators) and NEMOs shall jointly contribute to organisation of the day-to-day management of the single day-ahead and intraday coupling. They shall meet regularly to discuss and decide on day-to-day operational issues. |
| 2. Disparity in voting rights NEMOs from Contracting Parties and EU NEMOs. | <p>NEMOs from Contracting Parties are not entitled to vote on proposals for: terms, conditions or methodologies (hereinafter – pan-European TCM) adopted pursuant to the Article 9 (6) CACM for Contracting Parties; operational decisions (with the exception of resolution of incidents that concern their area); decisions on the financial aspects of SDAC and SIDC functioning.</p> <p>EU NEMOs and/or TSOs independently develop and approval or submit to approval abovementioned proposals that affecting the pan-European market coupling, even without involving NEMOs from Contracting Parties. Absence of such voting rights in the such decision-making process will create a precedent of physical, economic and financial discrimination against NEMOs from Contracting Parties.</p> |

Due to above MCO IP is inherently discriminatory towards NEMOs from Contracting Parties. Such provisions implementation may lead to disruption of the local day-ahead markets and intraday markets operation; and additional financial burden on NEMOs from Contracting Parties. In results, a list of recommendations for amendments to the MCO IP has been formed (are given in Table 2).

Table 2.

Recommendations for amendments to the MCO IP

| Recommendations | Comments |
|---|--|
| 1. According to performing the MCO Functions. | Granting NEMOs from Contracting Parties the rights to carry out the MCO Functions jointly with EU NEMOs as follows: became a co-owner of the MCO Function Assets; or have a license providing them with the right to use MCO Function Assets in its own name jointly with EU NEMO. Since the MCO Functions is performed simultaneously by two NEMOs, it is proposed to provide for NEMOs alternation, according to which one of the NEMOs from Contracting Parties will be together with the one of EU NEMOs perform the MCO Functions. There cannot be two NEMOs from Contracting Parties at the same time. |
| 2. According to voting rights. | Since pan-European TSM provisions/amendments to them, operational decisions and decisions on the financial aspects of SDAC and SIDC functioning directly affect the physical, economic, and financial stability of all parties' local markets, NEMOs from Contracting Parties should be given voting rights in this decision-making process. Even in case non-discriminatory playing field between NEMOs from Contracting Parties and EU NEMOs will not be established, EU NEMOs should undertake a legal obligation arising out of the MCO IP, that decisions taken without NEMOs from Contracting Parties will not create a different scope of rights and obligations of EU NEMOs and NEMOs from Contracting Parties. |

Summarizing the above we can come to conclusion that successful integration of the Ukrainian electricity market spot segments is possible in case abovementioned recommendations for amendments to the MCO IP are taken into account ACER, when it will make a final decision.

References:

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Community Ministerial Council Decision 2022/03/MC-EnC. URL: <https://www.energy-community.org/legal/acquis.html>;

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ГРАНТОВІ МЕХАНІЗМИ ПІДТРИМКИ БІЗНЕСУ, ЩО СПРИЯЮТЬ ВІДНОВЛЕННЮ ЕКОНОМІКИ

Визнання: ця публікація підготовлена в рамках виконання стипендіальної роботи Верховної Ради України на тему «Інструментарій сталого розвитку в управлінні змінами малого підприємництва для відновлення економіки України» відповідно до Постанови Верховної Ради України "Про іменні стипендії Верховної Ради України для молодих учених – докторів наук" від 22.08.2024 № 3925-IX. Державний реєстраційний номер НДДКР: 0124U004203.

Повномасштабна війна суттєво ускладнила діяльність малого та середнього бізнесу України, спричинивши податковий тиск, кадрові втрати, зростання цін, здорожчання логістики та падіння купівельної спроможності. У таких умовах кредити та субсидії виявляються малоефективними, що підкреслює необхідність безповоротного фінансування через гранти [1]. Грантові програми сприяють збереженню робочих місць, перенавчанню кадрів, компенсації витрат на працевлаштування та підтримці релокованого бізнесу, а інкубаційні й акселераційні програми допомагають підприємцям адаптуватися до нових реалій. Крім того, синергія грантових механізмів з державними програмами та застосування підходу розвитку ринкових систем (PPC або MSD / Market Systems Developmen) дозволяють забезпечити точковий вплив на стратегічно важливі галузі, сприяючи їх зміцненню та сталому зростанню [2]. У цьому контексті особливо актуальним є дослідження та аналіз ефективності грантових механізмів як інструменту підтримки бізнесу у процесі відновлення економіки України [3].

Під час воєнного стану український бізнес зазнав суттєвих втрат через податкове навантаження, мобілізацію кадрів, зростання витрат і зниження купівельної спроможності населення, що вимагає безповоротної фінансової підтримки у вигляді грантових механізмів. Станом на 2024 рік 91% підприємств відновили роботу, а економіка демонструє зростання на 5,3% після падіння на