

Febeliec answer to the Elia design notes on the coordination of assets for system operations and market procedures (iCAROS)

Febeliec would like to thank Elia for its public consultation on its “Design notes on the coordination of assets for system operations and market procedures (iCAROS)”. These four documents give a clear overview of all the future roles (insofar already known and described in-depth) that will play part in the interactions in both data and energy transfers between parties within the electricity landscape in Belgium, with all the corresponding obligations and limitations; or at least insofar the transmission and local transport grid are concerned. As Elia mentions, the scope of the design notes concerns the assets connected in facilities directly connected to the ELIA grid and to Grid Users connected to an ELIA-connected CDS, while the inclusion of assets connected to DSO grids is still subject to a future separate trajectory between Elia and Synergrid.

As a first general comment, Febeliec would like to state that while most of the proposed changes as a result of the implementation of the European Network Codes as well as some national changes proposed by Elia are required, either for legal or regulatory or for practical reasons, the impact on Grid Users cannot be neglected, especially not on Demand Facilities as defined under the DCC Network Code, as a large range of new obligations and requirements are imposed to them that previously did not exist or could (more easily) be transferred to a third party. The Grid User will have to play a much more central role and has to take more responsibilities under the new scheme of roles and interactions between roles. Febeliec is of the opinion that this is an evolution in the good direction, as it empowers the Grid User to play an active role in the electricity system of tomorrow, while still options remain for those more “passive” Grid Users to transfer most of these new obligations to one or more third parties if desired so. Febeliec would also like to thank Elia for the very nicely presented work on these iCAROS documents under consultation, with very nice examples, Q&As, interaction descriptions, etcetera, but wants to point out that in the near future, when these elements will be implemented in Belgium, an important task will still be at hand for all stakeholders, including Elia and the regulators, to inform all Grid Users of the practical changes to their daily operations based on these evolutions. Febeliec can imagine that even with these comprehensive documents Grid Users will still have myriads of questions on the practical modalities of the implementation. Febeliec thus hopes that Elia as well as the regulators and all other involved stakeholders will continue to clearly inform Grid Users on the expected changes, including clear, concrete and achievable implementation timelines, in order for Grid Users to be ready internally and contractually to cover all the required modifications.

Febeliec would also like to point out that it still does not agree at all with the proposed application of **limits ABCD** for power generating facilities by Elia, as repeated at every occasion where this topic is touched, nor with the proposed approach by Elia for categorisation for Energy Storage Devices. On the terminology part of each of the documents of this consultation, Febeliec wants to voice its utmost concern with the **definition of “Energy Storage Device”** as proposed by Elia, as also already mentioned during the third Workshop on the Federal Grid Code of 18/12/2017. Febeliec strictly opposes the approach by Elia to make all energy storage devices connected to 110kV or higher type “D”. According to Febeliec, such element, which does exist in the RfG Network Code, should not be introduced here. Rather, every storage device should be considered on its own characteristics and not based on the voltage level of its connection point. Within the framework of RfG, Elia has already indicated to apply

for a derogation for all types A and B¹, to avoid that for example PV-installations or micro-CHPs or windmills in an industrial site with a connection point on a voltage level at or above 110kV would all have to comply with the stringent requirements for type D generation facilities, which would be technically impossible or economically unaffordable. Febeliec thus does not at all understand why Elia now wants to introduce this distinction based on voltage level for energy storage devices, where the aforementioned derogation procedure does not even exist as (except for pump storage facilities) they are not covered by the RfG Network Code! This is even not coherent with Elia's own Energy Vision 2050, where Elia expects hundreds of MWs or even GWs of storage devices in Belgium, needed according to Elia for the operation of the grid, while at the same time creating additional barriers for such storage devices on industrial sites.

Febeliec furthermore, as has always been the case and repeated at every occasion where this topic is touched, remains opposed to the Elia interpretation that all demand facilities connected to the 36kV and 70kV are to be considered "**transmission-connected**" as this implies numerous additional obligations for these facilities, which will not exist for such facilities in other European Member States where they are considered "distribution-connected". This approach by Elia exacerbates the competitive position of these facilities, as this goes against a European level-playing field.

Moreover, Febeliec hopes that in the near future there will be more clarity on the **timelines** for the concrete implementation of iCAROS in the Belgian electric system, in order for Grid Users and all other involved entities to prepare the required modifications, also on the practical level (e.g. IT or hardware changes, ...)

On the four documents, Febeliec would like to make following comments:

1. Future roles and responsibilities for the delivery of ancillary services

Febeliec would like to thank Elia for the clear and well documented introductory note, which provides a good overview of the broader picture of the future roles and responsibilities in the Belgian electricity system.

As Elia mentions itself, the Grid User plays a key role to coordinate the different roles, oversee coherence between their operations and assure that they operate in compliance with the regulation. As seen on Figure 2, the Grid User will become the central linchpin of all the different roles. Nevertheless, with three roles (Restoration Service Provider, Defence Service Provider and Voltage Service Provider) currently not well described, it is difficult to give an opinion on the full interaction of all the roles (more on these three roles below).

Febeliec would also like to make a comment on the references to the **KORRR** (Key Organizational Requirements, Roles and Responsibilities) document of ENTSO-e, for which the final proposal is to be submitted by ENTSO-e to all National Regulating Authorities by 14/03/2018, with a final approval even further in the future. This KORRR document could still have an impact on the iCAROS design (especially as all involved stakeholders, other than ENTSO-e, have voiced their major concerns on the overall quality of the consulted version of this KORRR document). Febeliec hopes that Elia will continue and even increase its endeavour to mitigate the most worrisome elements of the consulted version and

¹ Febeliec wants to point out that Elia does not want to apply for such a derogation for type C, despite this being also the request of both Febeliec as well as other stakeholders. Febeliec would like to have the derogation also cover these units, as this would otherwise entail discrimination and the non-respect of a level playing field.

make sure that the iCAROS proposals in Belgium are not incompatible with the final approved version of the KORRR document.

Elia has done a good job in describing the interactions between all the different roles, which is greatly appreciated by Febeliec. Nevertheless, and as mentioned in the general comments, Febeliec believes that a practical checklist for each **Grid User** will be required, to make sure that none of these roles and/or interactions between these roles, where the Grid User will have to play a central role, is being overlooked when the implementation phase starts. Especially since the Grid User, as described by Elia, remains liable in case the Outage Planning Agent or Scheduling Agent does not deliver the operation information to the TSO and is also responsible for executing the availability plans in real-time as agreed between the Outage Planning Agent and the TSO. It is important to point out that not only a Grid User signs the necessary contracts with its relevant system operator (such as an access and a connection agreement), but that also a CDSO enters into similar agreements with Elia. Therefore a CDSO could be considered as a Grid User. However, the responsibilities to fulfil the different roles as described in the consultation documents do not apply for a CDSO (insofar his role as operator of a CDS). Febeliec would therefore welcome a more precise description/nomenclature of the different connection/access contracts to avoid misunderstandings. In some cases, it could also be useful to list and/or clarify the obligations of the Grid User towards either the TSO and/or the Relevant System Operator (RSO), which can be different².

A general comment the **Outage Planning Agent**, which has also been voiced during the discussions on the Federal Grid Code, concerns the necessity to give a very clear definition on the interpretation of “owner” from the European Network Codes in the Belgian context of the Federal Grid Code and iCAROS, as the “owner” has to appoint the outage planning agent and strictu sensu this owner could be a financial investor or other third party who does not operate the asset. The statement given on p9/10 *“The Outage Planning Agent delivers Elia the information on whether or not a particular asset will be available for exchanging energy in the electricity markets”* leads for us to the conclusion that no outage and/or scheduling planning is necessary for assets that do not exchange energy with the markets (an example here are emergency generators that cannot connect parallel to the grid and only operate locally in island mode without physical connection to the grid nor connection to the energy market). Febeliec would like Elia to confirm this interpretation. Febeliec has also an additional question on the comment from Elia (p10) that the *“different information must be exchanged on a coherent level (‘delivery point’) for all services to allow a correct coordination”* and wonders how this will be mapped for demand facilities under the proposed outage planning procedure, as Demand Response services could be offered to system operators from a more granular level than that of the connection point of the demand facility (for example, but not limited to, in the case of CDSs).

With respect to the **Scheduling Agent**, Febeliec is very pleased to see that Elia has taken the decision not to request schedules in day ahead nor intraday from demand facilities, which is appreciated as providing gross consumption data would be a new procedure for these grid users, and that Elia extends this exemption to those demand facilities which voluntarily bid flexibility for redispatching. Nevertheless, Febeliec has a question on the Scheduling Agent as role for the bidding of flexibility for redispatching in case of CDSs. Which actor will then have to bid the redispatching volumes? The owner of the power generating facility and/or demand facility or the CDS Operator (CDSO) as Scheduling Agent for this demand facility (CDS), although he might not have own scheduling obligations for his (internal) demand facilities? During the discussions, Febeliec was of the impression that it is always

² Cf. Closed Distribution Systems (CDS), as TSO-connected CDSs and their underlying Grid Users are also covered by these design notes

the Grid User who is Scheduling Agent (or appoints a third party to fulfil this role) and never the CDSO, not even for redispatching purposes. Febeliec would like to get clarity on this issue, as it could have an important impact on the CDSOs and their operational procedures.

As for the definition of Scheduling Agent "*means the entity or entities with the task of providing schedules from **market participants** to TSO's, or where applicable third parties*", is the definition and interpretation of "market participant" to be seen as defined in the context of Regulation (EU) 1227/2011 (REMIT)?

Concerning the **BRP**, Febeliec has no remarks other than that it must be specified that (p19) Must-Run and May-Not-Run schedules are only for coordinable generation and storage facilities and not demand facilities (this is more explicitly specified in the other documents, but not in this document). The same applies when discussing the **BSP** (p22).

Concerning the correction of the BRP imbalance in case of redispatching by Elia, is this meant as an ex-post correction on the imbalance invoice? Communication in real time in case of a redispatch activation is relevant as well for the BRP as unjustified counter measures could be taken with regard to open imbalance positions.

Concerning the **Voltage Service Provider**, Febeliec takes note that the exact translation towards the Belgian context is yet to be determined, as stated by Elia, but has question on Art29 6° of SO GL that "*Each TSO shall be entitled to use all available transmission-connected reactive power capabilities*" and how this will be translated to such capabilities within demand facilities, as opposed to generation (and storage?) facilities.

Concerning the **Defence Service Provider** and **Restoration Service Provider**, Febeliec at this point has no clear view on the concrete content of these roles and the impact they might have on other roles and on Grid Users. Febeliec has already voiced a wide range of first general comments and questions on these roles and related topics during the WG EMD & SO of the Elia Users' Group in December 2017 as to the concrete implications of the implementation of the Network Code Emergency & Restoration in Belgium. Febeliec believes that these roles and their translation into the Belgian context still need an in-depth analysis. Febeliec thus reserves itself the right to come back to these roles in a later, more elaborated, phase, in different discussion platforms, consultation documents, the announced study by Elia in 2018, etcetera.

In general, Febeliec also wonders how from a **practical** point of view Elia will **block** for example scheduling agents or BRPs to submit information that is incoherent with outage planning information or prevent BSPs to send bids that would be incoherent with other information etcetera.

2. Design note for the coordination of assets: Part I – Outage Planning

With respect to this document, Febeliec would like to make following comments:

On the **terminology**, Febeliec asks Elia to clarify the position of CDSs as "Demand Facility" or not, as Elia states from DCC that "*a distribution system [...] do not constitute a demand facility*", yet Elia seems to cover all transmission-connected demand facilities, including CDSs and their connected demand facilities, with the proposed approaches. A CDSO enters into a connection and access agreement with

Elia. However, this is with the goal to get physically connected to the grid of Elia in order to have market access for the Grid Users connected to the CDS. It is not the main purpose of a CDSO to get market access. Therefore, the responsibilities to fulfil the different roles as described in the consultation documents do not apply to a CDSO. We therefore would welcome a more precise description/nomenclature of the different connection/access contracts to avoid misunderstandings (e.g. distinction between the physics and the market).

On page 3, in the graph at the top of the page, Febeliec takes note of a “**TSO-DSO agreement**” and would like Elia to specify if this agreement will also cover the CDOs, as they are also to be considered DSOs under the scope of the European Network Codes and should as such presumably also be included in such agreement.

Febeliec appreciates the fact that Elia states that *during 2018 it will create together with the concerned stakeholders a more **specific implementation plan**, including regulatory, contractual and IT-related aspects* and asks to be included in these discussions as a concerned stakeholder. Also the fact that Elia will investigate how to avoid double data flows is appreciated by Febeliec, in order to avoid undue additional burdens on Grid Users.

On p4 is stated that “*Elia may contact the Outage Planning agent to negotiate a rescheduling of the foreseen outage period*”. In this respect the coordinability level of the specific asset has to be taken into account, which should avoid rescheduling for non- or limited coordinable assets such as emergency generators, emergency battery storage and process-driven generators.

Concerning **obligations on asset level for demand facilities**, Febeliec wants to state that the European Network Code does only foresee availability plans for cross-border relevant demand facilities (where the definition of cross-border relevant remains unclear for the time being) and that Elia proposes to additionally receive such availability information for all demand facilities that are not cross-border relevant, which goes beyond the scope of the European Network Codes. Febeliec however can agree, as already indicated during bilateral and multilateral meetings, with this approach, insofar providing such information does not concern a new process but rather the formalization of existing practice, as indicated by Elia, which will be implemented via a lighter process than the default outage planning. However, Febeliec takes note (p19 and 21) that the default outage calendar for cross-border relevant and non-cross-border relevant demand facilities will be different and will be heavier for cross-border relevant demand facilities and asks from Elia as soon as possible clarification on the **definition of cross-border relevant** as this will have an impact on those grid users that are considered cross-border relevant as well as on the concrete workload for these facilities as compared to non-cross-border relevant demand facilities.

We would also like to draw the attention to the current transparency obligations (EU) Regulation 543/2013. For this regulation the planned unavailability or changes in actual unavailability of 100 MW or more of a consumption unit, has to be reported via the TSO to the ENTSO-E. Relevant information for consumption units is therefore already reported to the TSO. Somehow this reporting obligation has to be reflected in the outage planning for consumption units.

Also following the REMIT obligations, power generating modules with a capacity >10MW also have similar reporting obligations. These obligations should be aligned with the outage planning obligations.

Febeliec appreciates that demand facilities will be **exempted from scheduling obligation** and can **voluntary** bid flexibility for redispatching purposes, as already indicated above.

On **data exchange for demand facilities** and the availability statuses, Febeliec appreciates the clarification brought by Elia on how to interpret the “Available”, “Unavailable” (*electricity offtake is extremely low to nearly zero*) and “Testing” (for new demand facilities or extension of existing ones) from the European Network Codes. Only on “Testing”, where Elia states that this *logically leads to a test schedule and no commercial bidding of flexibility for redispatching or for balancing* (p18), Febeliec has some additional question on how this should be read (status per delivery point?) as this could create problems for CDSs but also for (large) non-CDS demand facilities with multiple delivery points, as this would exclude the entire site from any commercial bidding of flexibility.

With respect to 7.Data exchange (p14): In the obligations of the Outage Planning Agent, Elia states that the Outage Planning Agent must deliver information on the active power capability restriction, a.o. when contractual capacity “will not be used to its full extent” . Whether the contractual capacity is used to its full extent is market and/or process driven and thus not to be determined upfront.

With respect to Testing status (p16): The agreement of a test plan between Grid User and Elia is only applicable for installations which are connected directly to the Elia-grid. On a CDS level, it is the CDSO who should evaluate the test plan of the Grid User to the CDS and inform Elia when relevant, for example in case the testing of an asset on its grid has a significant impact on the Elia-grid. Moreover this is an operational task for the Relevant System Operator and not in scope of an information provider such as an Outage Planning Agent.

On the **amendments requested by the Outage Planning Agent** for approval by Elia, Elia (p24) states that it will analyse the impact of the requested modification and inform the Outage Planning Agent of its decision, with three possible replies: *Accepted the requested modification without conditions, refuse the requested modification and Elia communicates the reason for refusal, or conditionally accept the requested modification, communication of the reason and conditions*. Febeliec wonders if Elia will also apply this approach to Demand Facilities and refuse or impose conditions on consumption of these demand facilities and if so, under which legal framework it will do so. The same applies for modification of availability plans (p25) for demand facilities, where Elia states that the Outage Planning Agent will search for and discuss an alternative planning with Elia.

Amendments by Elia (p25): What if Elia and outage planning agent don’t come to an agreement with regards planning or remuneration?

On **title 9.4**, Febeliec would like Elia to specify that this approach is not applicable to demand facilities, as they will not have a scheduling obligation.

On the **remuneration**, Febeliec supports the combination of a reasonable remuneration, which is demonstrable and directly related to the amendment, as long as the goal is to lower the overall system cost and the control of the costs of the TSO is under control from the regulator. But Febeliec wonders what the procedure is if no reasonable remuneration can be decided after negotiation and which party has to take the final decision.

With respect to 11. verifications & liability (p27):

- example2 (p27): why is there a penalty of scheduling agent following activation control?

- Example4 (p28): Elia states that in this example the Scheduling Agent can in real time, however, be forced to reduce its active power exchange to 0MW. The Scheduling Agent however does not have any active power exchange, this is an obligation for the Grid User.

With respect to the summary & impact on federal grid code (p30): Elia states that TSO-connected demand facilities and TSO-connected CDS are subject to the requirements for outage planning whereas prior it was stated that CDS's are exempted from outage planning.

3. Design note for the coordination of assets: Part II – Scheduling and Redispatching

Febeliec appreciates the chosen option by Elia to **not apply a scheduling obligation** (day ahead or intraday) **to demand facilities** and to allow for generation and storage facilities of type B to allow ON/OFF schedules. Febeliec also appreciates that with respect to the bidding obligation of the available flexibility Elia will be **taking into account the coordinability level of the asset**, which should avoid for non-coordinable assets such as emergency generators and emergency storage, but also for limited or non-coordinable assets such as process-driven generators, to have to offer (non-existent) flexibility as well as providing (useless) schedules. Elia also has included these elements in the examples of coordinability (p36).

Febeliec takes nota that Elia states that *“the inclusion of **assets connected to DSO grids** is subject to a separate trajectory between Elia and Synergrid and will be presented at a later time”* and wonders when this information will become available, but also wonders why CDSOs are not included, as they are also considered DSOs for the purpose of the European Network Codes and are not part of Synergrid, where only public system operators are represented, and whether the CDSOs not connected to the Elia grid will also be included in this trajectory, as they will presumably also have roles to fulfil as relevant system operators for those grid users connected to their grids.

With respect to redispatching and the role of the scheduling agent, Febeliec would like to refer to its previous comments on this topic with respect to the role of CDSOs, if and which role they will have to play for this with respect to the power generating facilities within their grids.

With respect to 4.Responsible Party: Scheduling Agent (p10), Elia states *“As a Grid User may only enter into an agreement with one other party (i.e., FSP³/BSP) to manage its flexibility”*, however the entity Grid User can enter into agreement with multiple parties, this should be specified per Delivery Point or CDS Access Point.

On p11, Elia states that *“the Scheduling Agent delivers the service in compliance with the European Guideline and remains jointly and severally liable for the consequences of non-compliance”*. Febeliec believes an error has occurred in this sentence, and presumes “severally” should be “separately”, but would like Elia to confirm this. Moreover, Febeliec also wonders what this entails, to be jointly as well as separately liable.

With respect to p17 and the *“Alternative for PGM/storage type B and PGM/storage type D with an installed capacity of less than 25MW”*, Febeliec would like to refer to its general comment on the **definition of energy storage devices**, as there should überhaupt not exist any storage type D <25MW

³ For Febeliec, it is very important to keep the scope of FSP and not BSP, the latter only being a subgroup of the former which is only offering balancing services.

for the sole reason of being connected at equal or above to 110 kV, and Febeliec also understood Elia was going to apply for a class derogation for PGM type D <25MW, so there should also not be any alternative solution (although Febeliec for the latter has no problem to discuss this alternative here in case no derogation would be granted).

Under 6.1.2, we assume that Elia exempts all demand facilities not only from delivering active power schedules, but also for delivering reactive power schedules or forecasts.

With respect to the assets without **real-time⁴ metering obligation**, Febeliec is pleased to see that Elia has followed the European consensus on this topic and not to require an existing asset to install real-time metering in order to fulfil an obligation for a.o. schedule monitoring. This is in line with the discussions on the distinction between on the one hand the Connection Network Codes, only applicable to new and substantially modernized facilities, and the SO GL on the other hand, applicable to all, but without retroactive application of requirements on capabilities.

On 6.4.1 (p25). Special case: assets without real-time metering obligations; What is meant by New Power-generation modules with regards to installment of real-time metering? Does this also apply for modifications?

For new PGM B, the metering requirements can according the regulation 2016/631 art. 14.5 (d) also be periodically with time stamping and real-time metering is not necessary (e.g. for the purpose of ON/OFF schedule verification).

- (i) power-generating facilities shall be capable of exchanging information with the relevant system operator or the relevant TSO **in real time or periodically with time stamping**, as specified by the relevant system operator or the relevant TSO;

Under point 7 “Must-Run & May-Not-Run Schedule request by Elia”: we also assume that the coordinability level of the specific PGM or energy storage device is taken into account, which should avoid rescheduling for non- or limited coordinable assets such as emergency generators, emergency battery storage and process-driven generators.

On the two separate instances where **remuneration** is discussed in this document, Febeliec supports the combination of a reasonable remuneration, which is demonstrable and directly related to the amendment, as long as the goal is to lower the overall system cost and the control of the costs of the TSO is under control from the regulator. But Febeliec wonders what the procedure is if no reasonable remuneration can be decided after negotiation and which party has to take the final decision. For the **remuneration for congestion activation**, in case of **decremental bids** for increased consumption of a **demand facility** (p48), Febeliec would rather state that the bid price reflects the price for *extra* offtake of electricity, as this might be a different price than the price for the normal offtake of electricity (e.g. going beyond volume agreements with suppliers and thus falling under a different contractual price). With respect to the bid price of demand flexibility offered for redispatching, Elia correctly states that a generalized price formula is not feasible, but also states that, “*via the contract the Scheduling Agent could explain which components are most critical in the determination of a reasonable price*”. Febeliec wonders whether this information will have to be provided ex ante, so even before any voluntary (as it concerns demand facilities) congestion bid is proposed or at the moment of offering the bid.

⁴ Febeliec asks Elia to provide a clear definition of real-time metering, as this point is still not completely clear from the discussion on the European level. For clarity and comprehensiveness, it would be useful if a concise and clear definition would be provided in the Federal Grid Code or other relevant documents.

On the proposed **option 2 for bid size, scheduling limits** (p45), Febeliec agrees that this might be useful for flexibility on assets without MW schedules (e.g. demand facilities), but on the basis of the document it is unclear to Febeliec whether this means an unlimited number of activations could then be requested by Elia.

On the **compensation of congestion bids** on the imbalance position, Elia states *“that in the event that a congestion is very predictable (e.g. minimized volumes risk) pro-active compensation activation may turn out to be cheaper than to await the Intraday or close to real-time timeframe”*. Febeliec is a proponent of any approach that reduces the overall system cost, but wonders how it can be guaranteed that such pro-active action approach is not more expensive.

4. Design note for the coordination of assets: Part III – Congestion Risk Indicator

On this document, the main question from Febeliec is **whether the Congestion Risk Indicator (CRI) will also apply to demand facilities**, leading to limitations on power offtake. Such approach would be unacceptable to Febeliec, as this would de facto lead to curtailment of demand, which can only be done under very strict conditions with a different legal basis or under force majeure. The primary purpose of the grid is to provide power to consumers, for which purpose the grid has also been dimensioned and for which purpose the consumers are paying the (largest part of the) cost of operating and maintaining the transmission grid.

With respect to portfolio bids, Febeliec is worried about the **exclusion of all bids** where even only one delivery point would be in a zone with a high or medium CRI and hopes that the proposed solution by Elia (p15) with the publication of the CRI before Balancing Gate Closure Time will be sufficient for those aggregators to change the composition of their portfolios by excluding such delivery points, in order to avoid losing liquidity on the markets and thus leading to higher overall system costs.

General remarks with respect to the contractual relations

Contractual relations between the CDSO, Elia and the Grid User of the CDS are not taken into account. For example: a Grid User of the CDS does not appoint its Access Holder, and a CDS as Grid User to the Elia-grid will never appoint BRPs for Grid Users on its CDS.

General remarks with respect to definitions:

Grid User: this is not fully applicable in a CDS context. Grid User in CDS could mean:

1. grid user at CDS-connection point
2. grid user as CDSO connected to the TSO grid and access holder to the TSO grid

The obligations are not the same in the different definitions, application of a more precise “Grid user to relevant grid” would clarify this.

Moreover, the relation between grid user and owner is not always clear.

Definition of different points:

The same wording is used in different definitions in different guidelines, f.i. **Connection Point** used as:

- physical connection point at TSO grid
- physical connection point at CDS grid in the sense of “achterliggend hoofdpunt”
- interface point to the market in the sense of a “marktwerkingspunt”

Access Point is not defined (fi p18 in the design note part I outage planning

Delivery Point is defined as a physical point on the grid, but can however also be a virtual point (Cf. SDR).

General remarks with respect to CDS clarifications:

Level of outage scheduling needed in a CDS, connection point to Elia-grid, connection point at CDS grid, connection point at asset level,

General remarks with respect to interpretations:

In the different design notes some wordings could lead to discussions, f.i. “immediately, nearly zero (p16 of Part 1), substantial impact (p17 of part 1), as soon as possible (p18 of part 1), as quickly as possible ... → Febeliec proposes that these points are clarified more specifically in order to avoid any misunderstanding and/or misinterpretations