



REPORT ON “PUBLIC CONSULTATION: NEW EU GUIDELINE COMPLIANT APPROACH FOR THE COORDINATION OF ASSETS FOR SYSTEM OPERATIONS AND MARKET PROCEDURES”

Public Consultation held between 11/12/2017 – 15/01/2018

12/04/2018

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INTRODUCTION

From December 11, 2017, until January 15, 2018, ELIA organized a public consultation on a set of notes proposing a new design for the coordination of assets for system operations and redispatching, compliant with the requirements as set in the new EU guidelines. The consultation documents can be found on the ELIA web page ([link to the consultation documents](#)) and include four notes (one providing the context and three design notes describing specific procedures in the coordination of assets):

- **Future roles and responsibilities for the delivery of ancillary services**
- **Design note for the coordination of assets: Part I – Outage Planning**
- **Design note for the coordination of assets: Part II – Scheduling and Redispatching**
- **Design note for the coordination of assets: Part III – Congestion Risk Indicator**

The consultation aimed to receive input from stakeholders regarding the design principles and the adaptations to be foreseen in the new Federal Grid Code. This report consolidates the received consultation feedback and presents the responses and positions of ELIA regarding this stakeholder feedback.

The report is organized per design note and per topic.

The main conclusion is that no fundamental issues have been identified that require a review of the proposed design for asset coordination and redispatching. Indeed most of the received inputs are requests for clarification. Besides there is also an important concern when and how the proposed design will be implemented as this might have a significant operational and implementation impact for stakeholders. Therefore we consider the proposed design as sufficiently stable to serve as input for the preparation of the implementation trajectory.

As next steps Elia will further refine the design and finalize discussions with DSOs and concerned regulators how the proposed design can be transposed to distribution connected assets. Then an implementation trajectory – including transition phase - shall be developed in close collaboration with the different stakeholders. The implementation, taking into account the feedback of the stakeholders, will be formalized in regulatory and contractual documents (which will be clarified during implementation phase).

1. Received stakeholder feedback

ELIA received consultation responses from the following parties:

- Edora – Febeg – Ode
- Direct Energie (also in support of the contribution of Edora – Febeg – Ode)
- Febeliec
- Restore
- TeaMWise & Anode
- And one anonymous and confidential feedback

The non-confidential stakeholder feedback is available on the consultation web page ([link](#)).

2. Feedback on generally applicable topics

▪ Classification of Power Generating Modules

Febeliec and Edora-Febeg-Ode repeat their opposition to the minimum threshold of 0.250MW for PGM type B and request that the design proposed in the iCAROS notes is taken into consideration to reopen the discussions.

ELIA discusses the PGM threshold with the stakeholders on other platforms. The final decision on the PGM B threshold will be taken before the implementation of the iCAROS design. The Federal Grid Code proposal that is now open for consultation sets the PGM B threshold at 1MW and not 0.250MW.

▪ Definition of classification of storage devices

Febeliec and Edora-Febeg-Ode ask for clarification on the definition of classification of storage devices, in specific, whether the classification will depend only on the installed capacity or also on the voltage level of the connection.

ELIA clarifies that the iCAROS design will implement the classification of storage as described in the "Storage connection requirements": since the finalization of the iCAROS design notes, it has indeed been decided that storage devices will be classified according to installed capacity only and not depending on their voltage connection level. The definition in the design notes is adapted accordingly.

▪ Emergency generator and emergency storage devices

At several points Febeliec requests clarification on the applicability of the proposed design for emergency generator and emergency storage devices.

ELIA clarifies that emergency assets that do not operate parallel to the grid for more than 5 minutes per month in normal system state are not subject to the requirements described in the iCAROS design notes. This is clarified in the design notes.

▪ **Process-driven generators**

At several points Febeliec requests clarification on the applicability of the proposed design for process-driven generators.

ELIA clarifies that, unless if explicitly stated that a design aspect is not applicable to process-driven generators, they are not by default excluded. The applicability of some design principles to process-driven generators will be assessed on a case-by-case basis (site specific).

▪ **Level playing field between asset types**

Edora-Febeg-Ode regrets that different requirements apply for generation and demand and asks ELIA to impose more obligations on demand providing flexibility and/or fewer obligations on PGM type B.

ELIA agrees that there are differences in the requirements but these are inevitable due to the specific characteristics of the asset types (differences in level of controllability) and due to different legal requirements (different European connection codes and different requirements in operational codes). Nevertheless the proposed design aims for a level playing field where possible (e.g., light approach for outage planning for PGM < 25MW; choice between MW or ON/OFF scheduling proposed for PGM < 25MW; case-by-case evaluation of obligations for process-driven generators (as similar to demand, the coordinability level cannot be derived purely based on its structural characteristics); outage planning also for non-cross-border relevant TSO-connected demand facilities).

Given stakeholder requests for level playing field with production, for (voluntary) scheduling in case of demand side response management for redispatching and the link between scheduling and redispatching activations, ELIA adds scheduling obligations in Day-ahead and Intraday for demand facilities or delivery points offering demand flexibility for redispatching:

- Either way redispatching activation requires a baseline other than last quarter-hour. A schedule serves this purpose.
- The schedule obligation would be for the delivery point on which the flexibility is offered (therefore not by default the demand facility as a whole)

▪ **Voltage levels**

The design proposed by ELIA is applicable for assets connected on the ELIA grid and to ELIA-connected CDS, regardless of whether the asset is directly connected to the ELIA grid or locally on the site of a demand facility or CDS. The inclusion of assets connected to DSO grids is subjects to a separate trajectory between ELIA and Synergrid and will be communicated and discussed with stakeholders at a later time.

TeaMWise & Anode express to be in favour of one unique design generally applicable across voltage levels. Edora-Febeg-Ode requests ELIA to clarify the open question regarding applicability on DSO level as soon as possible to avoid lack of coherence, unlevelled playing field, and inefficient implementation.

Febeliec “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 Ember 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.”

As the requirements for demand facilities are limited to the information exchange that can improve ELIA's analyses for grid security, and other aspects (such as bidding) are kept voluntary, ELIA considers the impact on the competitive position compared to demand facilities in other European countries too low to defend a different design for demand facilities connected to 36-70kV grid.

- **CDS Operators**

Febeliec correctly remarks not to be included so far in discussions between ELIA and the distribution system operators on the design for DSO-connected assets.

ELIA will coordinate with Febeliec on the role of the CDS operator connected to the ELIA grid. ELIA will indeed also coordinate with all stakeholders in due time on the design for DSO-connected assets (also applicable on assets connected to a DSO-connected CDS).

- **CDS specificities**

Febeliec indicates that for several aspects the implications for CDS as grid user are not clear.

ELIA will discuss these aspects with Febeliec to clarify implications before formalization is required in regulated documents.

- **Combination of assets**

TeaMWise & Anode ask about the possibilities to combine assets (for example, a renewable energy production combined with a storage device) and makes some suggestions.

ELIA proposes to first implement the new design for individual assets before analyzing the usefulness of considering combinations of assets.

- **Link with Transparency/REMIT**

ELIA noted questions from Febeliec and Edora-Febeg-Ode on the link between the proposed iCAROS design and regulation for Transparency/REMIT. A preliminary analysis has been initiated and any potential links will be further discussed in implementation phase.

3. Feedback regarding “Future roles and responsibilities for the delivery of ancillary services”

The design note provided an overview of the roles and responsibilities as required by the European Guidelines, including contractual and operational frameworks, overview of future milestones and projects, interdependencies between different roles, and references to other useful documentation. The iCAROS design focuses specifically on the Outage Planning Agent and Scheduling Agent, therefore only comments related to the appointment and responsibilities of these agents and the role of the grid user in coordination are included in this consultation report. Remarks on other roles will be considered in the foreseen projects (e.g. on the Mvar ancillary service) according to the timeline as described in the design note “Future roles and responsibilities for the delivery of ancillary services”.

Stakeholder	Stakeholder feedback	ELIA response
Teamwise/Anode	<p>Elia dient consequent te zijn in haar setup: A. Oftewel stelt ze de Grid User centraal, en laat ze vandaar uit alle rollen toewijzen, inclusief de BRP (en deel-BRP's voor bandlevering,...) B. Oftewel stelt ze de Access Holder centraal, en laat ze deze professionele partij (die de Grid User zelf kan zijn), alle rollen toewijzen. Het huidige voorstel van Elia is vis noch vlees op dit vlak. Wij zijn voorstander van het Bmodel, daar het verzekert dat een professionele partij uitdrukkelijk de verantwoordelijkheid opneemt inzake de organisatie van de toegang tot het aansluitpunt. Het zou eveneens een vereenvoudiging van het technisch reglement kunnen opleveren, daar veel bepalingen rechtstreeks in het Toegangscontract geregeld kunnen worden, zonder specificatie in het Technisch Reglement. In model A zien we het risico voor de netbeheerder dat bij het ontbreken van bepaalde toewijzigingen/verantwoordelijkheden, de Grid User verantwoordelijk zal zijn, zonder dat hij daarbij expliciet hiervoor heeft aangegeven dat hij zich ervan bewust is. De enige juridische basis zal het Technisch Reglement zijn, wat</p>	<p><i>CLARIFICATION</i></p> <p>ELIA proposed a contractual framework that respects the responsibilities assigned to the grid user and the possibilities for delegation as described in the European System Operation Guideline while considering relevant confidentiality aspects with respect to the use of flexibility. ELIA does not block the possibility for bilateral agreement between the grid user and the access holder for a redivision of assigned tasks and responsibilities for operational efficiency.</p>

	<p>een indirecte, omslachtige en nietklantvriendelijke (grid-user vriendelijke) manier is om deze verantwoordelijkheden aan te duiden. Men zal de Grid User ten hoogste aansprakelijk kunnen houden voor nalatigheid, wat veel zwakker is dan de garanties die een professionele Access Holder zal kunnen bieden voor diverse marktprocessen. De Europese netwerkcodes stellen de Grid User ad ultimam verantwoordelijke voor het falen van diverse taken van de verschillende rollen, en wij geloven dat de professionaliseringstap via de Access Holder een sterkere garantie kan geven voor een robuust marktdesign tussen alle partijen dan het huidige voorstel van Elia. Een duidelijk voorbeeld van deze problematiek is dat Elia aangeeft dat in geval van een operationeel issue met bijvoorbeeld de nominaties en de schedules, alle partijen zich tot de Grid User moeten wenden. De praktijk leert ons dat de Grid User de slechtst geplaatste partij is om dit proces te coördineren, in de 30 tot 60 minuten die voor handen zijn om een dergelijk issue op te lossen (weekend, nacht,...). De Grid User kan dergelijke coördinatie beter overdragen aan een centrale Access Holder, wat onmogelijk is, contractueel gezien, in het huidige voorstel van Elia en dus tot operationele risico's zal leiden. Uiteraard is bovenstaande enkel een verbetering als de Access Holder een delegatie van de verantwoordelijkheid inzake de te betalen grid fee kan doen aan een zelfgekozen derde partij (nieuwe rol).</p>	
<p>Febeliec</p>	<p>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</p>	<p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <p>The iCAROS design follows the definition of grid user in the grid code: the grid user is regarded as the owner of the asset or as the user of the asset (in case the owner is another party with whom the grid user has a contract). As ELIA (or the</p>

	<p>agent and strictu sensu this owner could be a financial investor or other third party who does not operate the asset.</p>	<p>Relevant System Operator (RSO for assets not connected to the ELIA grid) has a contract for connection with the grid user, the appointment of the Outage Planning Agent and Scheduling Agent must be done by the grid user.</p>
<p>Febeliec</p>	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>As indicated in the note on the future roles ELIA will discuss during the implementation phase the need and possibilities for interfaces that facilitate an efficient and well-arranged coordination by the Grid User.</p>
<p>EDORA - FEBEG - ODE</p>	<p>By outsourcing the current activities performed by the ARP towards new roles and/or the grid users, 'EFO' observes that complexity is increasing significantly. This complexity combined with the increased responsibilities of the grid user – i.e. coordinating data exchanges between the various roles, remaining liable for the transmitted information and ensuring compliance to the regulation, ... - could lead to the adverse effect that grid users no longer invest in on site decentralized generation or select different parties for the various roles. 'EFO' therefore propose to Elia to reconsider and simplify the scope of the project or to provide a framework for the grid users which they can use to fulfill this coordinating role, e.g. as done for the implementation of Transfer of Energy. Such a framework will also strengthen the confidence of other actors</p>	<p><i>CLARIFICATION</i></p> <p>ELIA would like to remind that Grid Users can still appoint – like today - one entity to take responsibility for all roles. The proposed design is only creating the free choice for grid users to appoint different entities for specific roles. Elia agrees that grid users should be well informed about the consequences when making such a choice.</p> <p>ELIA will inform grid users on the changes ahead during workshops on the topic and bilateral discussion. The grid users will also be involved during implementation: the new design will be translated to a new contractual framework replacing CIPU and also will be taken into consideration during the</p>

	<p>to make full usage of the proposed market design. [...]</p> <p>Given the increased responsibilities of the grid users, 'EFO' would like to know when Elia foresees to inform the grid users of their new responsibilities and liabilities.</p>	<p>review of the connection agreement.</p>
EDORA - FEBEG - ODE	<p>Elia mentions the new Federal Grid code will enter into force by the end of 2018, however according to the System Operations Guideline the deadline is set at 4/2019.</p>	<p><i>CLARIFICATION</i></p> <p>The deadline of March 2019 is for the implementation of the requirements on operational information exchanges as imposed by the European Guideline on Electricity Transmission System Operation. The entry into force of the new Federal Grid Code is determined by other drivers.</p> <p>Elia will inform stakeholders how the contractual, regulatory & operational framework shall be implemented in different phases when appropriate.</p>
Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>In general based on contractual and locational information ELIA is capable of mapping the different information flows. Practical implementation of interdependencies and coherency checks will be handled in the implementation project.</p>

4. Feedback regarding “Design note for the coordination of assets: Part I – Outage Planning”

The design note describes the modalities regarding outage planning, such as the role and responsibilities of the Outage Planning Agent, asset obligations, exchange of information in terms of content and timing, possibilities to modify outage plans, and remuneration.

Stakeholders reacted to the following design elements:

- Amendments to outage planning & remuneration
- The status “Testing”
- Outage planning for demand & CDS
- Interdependencies with other providers

4.1.1. Stakeholder feedback on amendments of outage plans & remuneration

Stakeholder	Stakeholder feedback	ELIA response
Febeliec	<p>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.</p>	<p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <p>The requirements described in the iCAROS design notes are not applicable on emergency assets that operate in parallel with the grid less than 5 minutes per calendar month while the system is in normal system state.</p> <p><i>CLARIFICATION</i></p> <p>The coordinability level of the asset can play a role in the possibility and conditions to amend the availability plan, but ELIA cannot, as a general rule, exempt assets from amendments in the outage planning based on the coordinability level.</p>

Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>The interdependencies between the Scheduling Agent and the Outage Planning Agent explained in section 9.4 of Part I - Outage Planning [on the interdependency with the Scheduling Agent] are not applicable to assets that are not subject to Must-Run/May-not-Run requests (i.e. in the proposed design notes this means not applicable to demand facilities).</p>
Febeliec	<p>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 required 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.</p>	<p><i>CLARIFICATION</i></p> <p>As indicated by the examples in the design note the (amendment of the status towards) "unavailability" of a demand facility is in many cases expected to be of a nature for which ELIA cannot request an amendment (e.g., incident, bankruptcy). A request to reschedule a "testing" status is possible for a test that must be coordinated with ELIA for the benefit of grid security. The level of coordination with ELIA will depend on the reason and the nature of the test and will of course be discussed with the Outage Planning Agent.</p>
Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>So far, the negotiations between ELIA and the ARP (currently the signatory of the CIPU contract) have always resulted in an acceptable outcome. ELIA counts on the same pragmatic approach should future negotiations be necessary, without needing a third party to be involved. As a measure of last</p>

	<p>[...] Amendments by Elia (p25): What if Elia and outage planning agent don't come to an agreement with regards planning or remuneration?</p>	<p>resort both parties can address the court of justice.</p> <p>ELIA notes the question of Febeliec whether a specific competent authority must be appointed for an advice or a position on the reasonableness of requested amendments and remuneration in case of difficult negotiations.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Page 26, on demonstrable remuneration costs: It should be possible to provide an estimation based on past experiences and to only provide the proof when the request is confirmed.</p>	<p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <p>A reasonable cost estimation directly linked to the amendment of the status for a future period can be demonstrated based on similar past experiences. The design proposal does not oppose this. The Outage Planning Agent should nonetheless be able to give the proof at least before reaching an agreement.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Page 26, §2: If an amendment annuls a previously requested amendment, it is not acceptable that the previous remuneration should be paid back. If there is for example 6 months between the two amendments, it is very likely that costs will need to be made twice (e.g. changing schedule with subcontractor, ...)</p>	<p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <p>Page 26 §2 refers to the case where an amendment request of party X 'annuls' a previously agreed amendment requested the other party Y. For example:</p> <ul style="list-style-type: none"> - the Outage Planning Agent asks an amendment in M-6 and covers ELIA's costs. - In M-2 ELIA for the same period requests an amendment annulling the previous one: ELIA should pay back the costs paid by the Outage Planning Agent for the first amendment. <p>The proposed rule does not reflect the case where the same party requests two amendments: in this case the party requesting the amendment must pay the other party at both occasions (if a payment would be needed as a condition to accept the requested amendment).</p>

Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>We are talking about substantial changes that can be planned or known in advance. This is sometimes also referred to as a “partial outage”.</p> <p>Example:</p> <ul style="list-style-type: none"> - for demand facilities with a holiday period during which the site will substantial take off less electricity than in non-holiday periods. - for PGM, a malfunction which limits the Pmax of the unit awaiting a reparation to bring the Pmax again at its full range.
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4.1.2. Stakeholder questions on the status “Testing”

Stakeholder	Stakeholder feedback	ELIA response
Teamwise/Anode	<p>Planning: Status “In testing”</p> <p>We zien het nut in van de status “In testing” maar de eisen die bij deze status horen lijken soms wat zwaar voor de impact die de tests kunnen hebben. De eis om een maand op voorhand een gedetailleerd testplan voor te leggen lijkt zijn doel ver voorbij te schieten voor de indienstname van bijvoorbeeld een WKK van 250 kW. Een indicatief productieprogramma is voor zulke eenheden mogelijk moeilijk voor te leggen en lijkt weinig toegevoegde waarde te hebben.</p>	<p><i>ADAPTATION ADDED TO THE DESIGN NOTES</i></p> <p>ELIA should receive the information on the test plan and the indicative schedule within the period of one month before the day of the test and at the latest 1 week in advance. At that moment, the Outage Planning Agent may indicate which parts of the test plan (if any) are uncertain and may be subject to change.</p>
Febeliec	<p>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</p>	<p><i>ADAPTATION ADDED TO THE DESIGN NOTES</i></p> <p>ELIA should receive for information the test plan and indicative schedule also of assets connected in a CDSO yet agrees that the Outage Planning Agent should coordinate with</p>

	<p>example in case the testing of an asset on its grid has a significant impact on the Elia-grid. Moreover this an operational task for the Relevant System Operator and not in scope of an information provider such as an Outage Planning Agent.</p>	<p>the CDS operator as relevant system operator. ELIA nonetheless will keep the option open to discuss modifications in the test plan in coordination with the Outage Planning Agent and the relevant system operator. For example, it may be useful for reasons of adequacy or availability of ancillary services to avoid that the test is performed at a critical moment and to delay the test to later during the day (if possible). For the same reason ELIA should be able to amend the status and, for example, delay the test with a day.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Page 15-16: It is good that the 'testing' status is introduced. However it is not clear why it's not possible for a PGM to set the testing status after the 'Available' status (e.g. for tuning of regulating engine, R2 testing,...) while this is possible for demand facilities. Couldn't the same reasoning for demand facilities be used for PGM?</p>	<p><i>ADAPTATION ADDED TO THE DESIGN NOTES</i></p> <p>ELIA agrees to allow a period of "testing" status in between periods of "available" status for PGM and storage devices. ELIA requests that the Outage Planning Agent adds a short explanation for the reason of the test at the moment of informing ELIA of the "testing" status (therefore possibly starting from year-ahead) as this allows ELIA to better estimate the impact of the test and possibilities to amend outage plans.</p> <p>Note that prequalification tests for specific ancillary services (such as R2) can be organized while the PGM is available, and therefore do not require a "testing status" at that moment.</p>
<p>Febeliec</p>	<p>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),</p>	<p><i>CLARIFICATION</i></p> <p>If the part of the facility that is being tested can be separated from other delivery points on the site, then an outage planning can be delivered per delivery point and therefore ELIA agrees not to block commercial bidding on those other delivery points that are not being tested.</p>

	<p>Febeliech 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.</p>	
<p>EDORA - FEBEG - ODE</p>	<p>Page 16: 'A request by Elia to reschedule the testing status before a mutual agreement is reached will not be remunerated' How is this sentence to be interpreted? If a unit is starting up after a revision (for which the end date was already long agreed upon) and therefore it has a 'testing' status, does Elia in this situation need to agree on this status? If Elia has not yet agreed, can Elia request to start the unit on a different moment?</p>	<p><i>CLARIFICATION/ADAPTATION ADDED TO THE DESIGN NOTES</i></p> <ul style="list-style-type: none"> - If the test would require actions on ELIA side (a role for ELIA within the test), then ELIA requires the Outage Planning Agent to contact ELIA before setting the "Testing" status of an asset. Logically in such a case a mutual agreement on the planning of the test is required. - In other cases, ELIA agrees that less coordination by ELIA is needed and therefore also no approval of the test plan. - The Outage Planning Agent has to add a short explanation for the reason of the test at the moment of informing ELIA of the "testing" status (therefore possibly starting from year-ahead) which allows ELIA to better estimate the impact of the test and possibilities to amend outage plans. - Modifications in the test plan in coordination with the Outage Planning Agent (and other relevant system operator if any) can be always required in case system security is affected. For example, it may be useful for reasons of adequacy or availability of ancillary services to avoid that the test is performed at a critical moment during the day and to delay the test to later during that same day or a next day.
<p>EDORA - FEBEG - ODE</p>	<p>Page 26, §3, comment related to 'testing' status: It is not clear how Elia can ask to reschedule a testing status which occurs for a PGM after an 'unavailability status'; it would make sense if it is after an 'Availability' status.</p>	<p><i>CLARIFICATION</i></p> <p>A rescheduling can have several forms. A rescheduling of a 'testing' status would in this case go hand in hand with a rescheduling of the 'unavailability' status. For example, a request to start the test a day later would imply the extension of the 'unavailability' status with one day as well.</p>

4.1.3. Stakeholder feedback outage planning for demand and CDS

Stakeholder	Stakeholder feedback	ELIA response
Febeliec	<p>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.</p>	<p>iCAROS discusses operational requirements for assets (PGM, storage and demand facilities) and therefore the responsibilities of grid users; iCAROS does not discuss operational requirements for grid elements or the responsibilities of system operators such as a CDSO.</p> <p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i> Regarding assets (as described in the iCAROS design notes):</p> <ul style="list-style-type: none"> - mandatory outage planning for PGM that are TSO-connected or connected to a TSO-connected CDS - mandatory outage planning for demand facilities that are TSO-connected. ELIA clarifies that this is not applicable on demand facilities connected to TSO-connected CDS. <p><i>CLARIFICATION</i> Regarding ELIA-CDSO coordination (not described in iCAROS design notes):</p> <ul style="list-style-type: none"> - ELIA discusses provisions on load with all ELIA-connected demand facilities and ELIA-connected CDS (and not with CDS-connected demand facilities directly). In these discussions the CDSO can equally indicate to ELIA whether outages in its grid would have a substantial impact on the flows between the grids, based on information the CDSO may have from its own grid users. - Note that there is also outage planning of grid elements, which is relevant in the cooperation

		<p>between system operators. Outage planning on the grid connection points between ELIA and the CDSO is organized via ELIA-CDSO connection agreements.</p> <p>This is also adjusted accordingly in the proposal of the federal grid code.</p>
Febeliec	<p>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).</p>	<p><i>CLARIFICATION</i></p> <p>A distribution system in itself can indeed not by definition be regarded as a demand facility even if it is under a similar application of the DCC requirements. However, a TSO-connected CDS is considered as a significant grid user in the System Operations Guideline. Therefore different requirements could apply for a TSO-connected CDS than for other CDS or TSO-connected DSO.</p> <p>In the context of iCAROS this implies that the same design is proposed for TSO-connected PGM as for PGM connected to a TSO-connected CDS.</p> <p>ELIA clarifies that a CDSO is not regarded as a demand facility:</p> <ul style="list-style-type: none"> - regarding outage planning see previous question - bidding is voluntary for demand flexibility and on delivery point level
Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>The criteria for cross-border relevance of assets are determined by the ENTSO-e working group Coordinated Security Analysis. The methodology will be submitted to the NRA by 14/9/2018 after a public consultation of the stakeholders organized in March-April 2018.</p>

<p>EDORA - FEBEG - ODE</p>	<p>Page 21, footnote 18: Why do PGM's need to communicate without delay, while for demand that can be done in occasional meetings? Doesn't this demonstrate the lack of level playing, i.e. having the same requirements for participants in the same market?</p>	<p><i>CLARIFICATION</i></p> <p>Note that cross-border relevant demand facilities must abide by the same rules as PGM C/D.</p> <p>ELIA also for (not cross-border relevant) demand facilities distincts between planned and unplanned outages. Unplanned outage must also be informed to ELIA without delay. Planned "outages" can be discussed during the meetings between ELIA and the Grid User (as said in footnote 18 of page 21): to clarify, these meetings take place yearly and discuss the load forecasts for the next 5-7 years (as input for grid developments). Therefore "planned outages" (e.g., annual holidays with factories running at significantly lower capacities) are often implicitly already included in the these discussions; outages related to renovations or works to extend factories are already implicitly included as well and therefore discussed even before year-ahead. The different approach towards demand facilities therefore does not necessarily imply that ELIA accepts to be informed later than is the case for PGM.</p>
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4.1.4. Stakeholder feedback on interdependencies

Stakeholder	Stakeholder feedback	ELIA response
<p>Febeliec</p>	<p>With respect to 11. verifications & liability (p27):</p> <ul style="list-style-type: none"> - 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 0 MW. The Scheduling Agent however does not have any active power exchange, this is an obligation for the Grid User. 	<p><i>CLARIFICATION</i></p> <p>Example 2: As Elia has requested the activation of flexibility, the Scheduling Agent's (lack of) response will be subject to activation control and penalties.</p> <p>Example 4: The request to reduce the power will be communicated via the Scheduling Agent.</p>

5. Feedback regarding “Design note for the coordination of assets: Part II – Scheduling and Redispatching”

The design note describes the role and responsibilities of the Scheduling Agent and rules on asset obligations (with respect to the delivery of schedules and the bidding of flexibility to be used by ELIA for redispatching), exchange of schedules and possible schedule modifications, congestion bids, remuneration schemes, activation controls, and penalties.

Stakeholders reacted to the following design elements for scheduling:

- The role of the Scheduling Agent
- Asset obligations regarding schedule delivery
- Timing and schedule amendments
- Return-to-schedule requests and link with real-time metering
- Must-Run & May-Not-Run requests
- Interdependencies with other providers
- Redispatching obligations depending on asset type
- Bids, activations, and baselines used for redispatching
- The impact of redispatching and the imbalance position (BRP impact, compensation activation)
- The lack of Transfer of Energy for congestion activations

5.1.1. Stakeholder feedback on the Scheduling Agent

Stakeholder	Stakeholder feedback	ELIA response
Febeliec	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., FSP/BSP) to manage its flexibility”, however the entity Grid User can enter into agreement with multiple parties, this should be should be specified per Delivery Point or CDS Access Point.	<i>CLARIFICATION ADDED TO THE DESIGN NOTES</i> An FSP can indeed be appointed per delivery point. In case of different FSPs for different delivery points, the Scheduling Agent must also be appointed per delivery point.

<p>EDORA - FEBEG - ODE</p>	<p>Page 11, footnote 15 on delegation: the grid user may delegate the scheduling obligation by giving access to a data platform for schedules and bids but needs to remain responsible for settlement and liabilities. 'EFO' would like to understand what settlement is applicable here and why the scheduling agent may not perform this task as well?</p>	<p><i>CLARIFICATION</i></p> <p>The scheduling agent by default performs the task of entering the data on DA/ID schedules on the data platform. The delegation implies that the scheduling agent (in the example the Grid User) may request ELIA to also give the 'data entry rights' to another party, but ELIA will not recognize this party as the signatory of the agreements with ELIA related to scheduling: the scheduling agent remains the signatory of the agreement with ELIA, and therefore the party with whom ELIA settles.</p>
<p>Restore</p>	<p>FSP and scheduling agent roles should be distinguished as much as possible, or at least not lead to any irrelevant obligations or complications. The role of FSPs is to value the flexibility of a site, and not to forecast and follow the power profile of the site: the FSP only ensures that a delta power is available and can be activated when needed. Therefore, the FSP should not be automatically and inevitably be considered as scheduling and outage agent: this has to remain optional.</p>	<p><i>CLARIFICATION</i></p> <p>The Grid User by default takes on the roles or appoints a third party as Outage Planning or Scheduling Agent. The FSP is therefore not automatically considered as the party taking on these roles. ELIA does not limit the appointment possibilities for the Grid User with respect to the Outage Planning Agent to the FSP. ELIA does limit the appointment of the Scheduling Agent to the FSP given the strong link between redispatching activations and schedules and the responsibility of the Scheduling Agent to follow a schedule (and therefore needs full transparency of the schedule).</p> <p>The FSP for balancing (BSP) ensures that a delta power is available but the FSP for redispatching does need to follow the power profile of the site or at least a minimum or maximum value. In both cases FSP must have minimum knowledge on the active power profile of a delivery point in order to correctly value the site's flexibility.</p>

Restore	<p>Also, this can raise issues for sites where the flexibility has not been valued yet and where the supplier could secure its position as scheduling agent, therefore blocking access to an independent aggregator wanting to become FSP afterwards.</p>	<p><i>CLARIFICATION</i></p> <p>The behavior referred to by Restore is not allowed by law as every grid user should be able to commercialize its flexibility with the flexibility service provider of its choice. Therefore ELIA considers the risk addressed by Restore as limited.</p>
Teamwise/Anode	<p>Mogelijkheid om een derde partij aan te duiden als Scheduling Agent Elia lijst enkele specifieke gevallen op³ waarmee rekening gehouden moet worden bij het ontwerp van de regels m.b.t. de Scheduling Agent. De eerste situatie, waar er al een BSP is voor balancing, hebben we hierboven besproken. In de tweede situatie, waar flexibiliteit (nog) niet wordt aangeboden voor balancing, mag de gebruiker een Scheduling Agent aanduiden. Indien een leverancier hiervan gebruik zou maken om zichzelf in het leveringscontract op te leggen als Scheduling Agent (een clause die bij veel Grid Users vermoedelijk geen achterdocht zou opwekken), kan de leverancier zo de facto de uitbating van de flexibiliteit door derde partijen (vb. aggregators) verhinderen. De beperking dat een Grid User slechts met één partij een overeenkomst mag sluiten om zijn flexibiliteit te beheren, zou dus kunnen leiden tot een daling van de beschikbare flexibiliteit, en zou kunnen verhinderen dat de Grid User vrij kan kiezen hoe hij zijn flexibiliteit valoriseert (dit is nochtans een van de principes die CREG naar voren heeft geschoven in eerdere publicaties). Dergelijke contractuele clauses zouden dus moeten worden verhinderd, of de rollen van Scheduling Agent en FSP zouden moeten worden losgekoppeld. In de derde situatie, waar gesproken wordt over niet-coördineerbare assets, wordt de Grid User verplicht om zelf</p>	<p><i>CLARIFICATION</i></p> <p>The behavior referred to by TeamWise/Anode in the second situation is not allowed by law as every grid user should be able to commercialize its flexibility with the flexibility service provider of its choice. Therefore ELIA considers the risk addressed by TeamWise/Anode as limited.</p> <p>The third situation where TeamWise/Anode refers to: as there is no flexibility on non-coordinable assets to offer, there is no FSP who can take on the role of Scheduling Agent. Therefore the Grid User must take on the role himself.</p> <p>However, ELIA allows an operational delegation (but not a contractual delegation). See footnote 15 on page 11 of the design note on scheduling: “Note that the Scheduling Agent may operationally delegate the exchange of information to a third party without delegating the contractual agreement of taking on the role towards ELIA. For example, the Grid User is Scheduling Agent (and therefore the contact person for ELIA for all aspects such as settlement and liabilities) but a third party may be given access to the data platform to deliver schedules and bids.”</p>

	<p>de rol van Scheduling Agent op te nemen. Het lijkt ons nuttig om hier toch toe te laten om toch een derde partij als Scheduling Agent aan te duiden. Het verschil met de tweede situatie – waar wel een derde partij als Scheduling Agent mag worden aangeduid – lijkt ons nogal theoretisch, dus we zien niet in waarom in de éne situatie wel een derde partij mag worden aangeduid en in de andere niet.</p>	
Febeliec	<p>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 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.</p>	<p><i>CLARIFICATION</i></p> <p>ELIA's design indicates the Grid User or FSP/BSP as Scheduling Agent, not the CDS operator.</p>
Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>"Joint and several liability" is a legal term meaning "hoofdelijke aansprakelijkheid" / "responsabilité solidaire".</p>

Febeliec	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)?	<p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <p>This is indeed the definition of the Scheduling Agent in the SO GL, which is assumed to be coherent with the European regulation for REMIT. Note, however, that the Scheduling Agent in the iCAROS framework is extended towards all assets with the obligation to deliver active power schedules in DA/ID, and these do not necessarily reflect ‘market’ schedules. This is also described in the new proposed Federal Grid Code.</p>
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5.1.2. Stakeholder feedback on asset obligations regarding schedule delivery

Stakeholder	Stakeholder feedback	ELIA response
Febeliec	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.	<p><i>CLARIFICATION</i></p> <p>The iCAROS design does not include proposals on the delivery of reactive power schedules or forecasts. This will be discussed in the planned project on the Mvar ancillary service redesign.</p>
EDORA - FEBEG - ODE	Page 17, on the sentence ‘Elia may exempt ...’: Does this mean that the exemption is not confirmed yet, or that the exemption is not applicable on all PGM’s?	<p><i>CLARIFICATION</i></p> <p>No specific meaning intended. ELIA proposes to give the Scheduling Agent the choice to deliver MW or ON/OFF schedule on PGM type B/D < 25MW and storage type B.</p>
EDORA - FEBEG - ODE	More in general, ‘EFO’ is of the opinion that the situation of the prosumers deserves more attention. ‘EFO’ has several questions with regard to the prosumers: o If local generation is 100 % self-consumed at a given moment, can the system operators that still require a	<p><i>CLARIFICATION</i></p> <p>The requirements are the same for directly connected PGM and for PGM connected on an industrial site, feeding a local demand facility. - the use of flexibility for congestion management is</p>

	<p>curtailment for congestion management?</p> <ul style="list-style-type: none"> o Is an exemption also required if $P_{prod} \ll P_{demand}$? o On page 54 it is mentioned that SOGL imposes schedules for PGM B, C, D with not exemption possible through national regulation. This is not our understanding of the text as it states the following: ‘as an exception to points (a) and (b), in regions with a central dispatch system, data requested by the TSO for the preparation of its active power output schedule’. o In the same line as the previous comment, SOGL article 110(3) seems to imply that national regulation can exempt some SGU from designating a scheduling agent. 	<p>independent of whether the local generation is self-consumed or not as there is still an impact on the net offtake from the grid and therefore can serve as a remedial action for the congestion risk on the grid.</p> <ul style="list-style-type: none"> - SO GL article 46.1.d allows the TSO only in a central dispatch system to request data for PGM type B/C/D as input for its active power output schedules. Belgium currently does not have a central dispatch system. - SO GL art. 110 indeed refers to national terms and conditions which can describe the obligations for delivering schedules and appointing a scheduling agent. As exemptions for scheduling may be given for TSO-connected demand facilities (SO GL art. 52) and DSO-connected PGM (art. 49), SO GL art. 110 indeed also refers to the possibility to formalize exemptions via national regulation for those cases where SO GL permits so.
<p>Febeliec</p>	<p>Febeliec appreciates the chosen option by Elia [...] to allow for generation and storage facilities of type B to allow ON/OFF schedules.</p> <p>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).</p>	<p><i>CLARIFICATION</i></p> <p>ELIA is glad to hear that the proposed options are considered as useful by Febeliec.</p> <p>ELIA proposed, however, to take the coordinability level into account for the delivery of flexibility, but not for the delivery of schedules.</p>
<p>Teamwise/Anode</p>	<p>Scheduling voor opslag</p> <p>Elia stelt dat voor opslag twee schedules vereist zullen zijn, een voor het opladen en een voor het ontladen. Dit lijkt ons</p>	<p><i>CLARIFICATION</i></p> <p>The choice for two separate schedules or one schedule</p>

	omslachtig en foutgevoelig. Eén schedule met bijvoorbeeld negatieve waarden voor het ontladen en positieve waarden voor het opladen lijkt eenvoudiger en minder foutgevoelig (aangezien twee afzonderlijke schedules onderling inconsistent zouden kunnen zijn).	reflecting both injection and offtake can be discussed further in preparation of the implementation.
EDORA - FEBEG - ODE	<p>Schedules for batteries in day ahead are unable to foresee the ancillary activation in intraday strongly impacting the ‘the state of charge management’. It will be difficult to accept or offer (re-)dispatching bids for this reason.</p> <p>Are storage schedules compensated on a 15 minutes basis or not? If not, it could be simplification to have one schedule with + and – values, rather than two schedules.</p>	<p><i>CLARIFICATION</i></p> <p>Bids and schedules should be firm based on the information at hand at the time of delivering the schedule and bid to ELIA (starting from Day-ahead).</p> <p>Activations of ancillary services must lead to an update of schedules and bids in Intraday. Specificities for batteries compared to PGM will yet be finetuned in the next phase of the project. State of charge management and reserved balancing capacities will be among the aspects to take into consideration.</p> <p>The choice for two separate schedules or one schedule reflecting both injection and offtake can be discussed further in preparation of the implementation.</p>
Teamwise/Anode	Assets zonder intraday MW scheduling verplichting Elia geeft aan dat een baseline moet worden vastgesteld voor flexibiliteit die geen intraday MW scheduling verplichting heeft. We zijn het ermee eens dat de “last QH” methode niet geschikt is voor redispatching acties. Aangezien andere methodes, zoals de “X of ” methode, inherente nadelen hebben, zou de mogelijkheid moeten worden voorzien om ook voor deze flexibiliteit (optionele) schedules in te dienen, die dan als baseline kunnen dienen. Men zou zelfs verder kunnen gaan en schedules verplichten. De aanbieder kan in	<p><i>CLARIFICATION</i></p> <p>The provision of schedules in case of the bidding of demand flexibility for redispatching: see section 2.</p> <p>Requirements for remote surveillance are discussed in the framework of implementation of the network codes. (cf. proposal for ABCD-limits).</p> <p>The applicability of the design on DSO-connected assets is yet under discussion between ELIA and Synergrid and will be</p>

zulk geval zelf kiezen welke methode hij gebruikt om de schedules te bepalen, vb. "X of Y", de productieplanning, of een andere methode. Elia kan de kwaliteit van de schedules monitoren. **De kosten voor submetering moeten hiervoor zo laag mogelijk worden gehouden, en dit lijkt het eenvoudigst te garanderen door deze taak vrij te maken.** Er is immers geen reden waarom de netbeheerders een monopolie zouden moeten hebben op het plaatsen van submeters. Het uitlezen van dit soort "energiemarkt faciliterende" submeters kan uiteraard wel een taak van de netbeheerders blijven (maar het Nederlandse voorbeeld toont aan dat eigendom van de meter door de netbeheerder daarvoor niet noodzakelijk is), in lijn met de huidige mogelijkheden met betrekking tot submeters op het TSO niveau. De toepassing van deze werking op het TSO net naar de DNB netten zou tevens een verstoring van het level playing field voorkomen tussen installaties op het TSO niveau en het DNB niveau. **Aangezien alle eenheden waarvoor de netbeheerders momenteel een telecontrolekast vereisen, door de nieuwe iCAROS regelgeving ook coördineerbaar zullen worden, lijkt het onnodig om nog (dure) telecontrolekasten te vereisen.** De functionaliteit hiervan kan worden overgenomen door de Scheduling Agent, die in staat zal moeten zijn de eenheid een nulschedule (dus geen injectie) op te leggen. Het volstaat dus in het marktdesign de mogelijkheid op te nemen voor zowel TSO als DNB om een setpoint door te sturen naar een eenheid. Gezien de intensieve samenwerking tussen TSO en DNB met betrekking tot flexibiliteit, nu en in de toekomst, zien wij dit als een logische en eenvoudige stap in de evolutie van de markt.

shared with the stakeholders in due time.

5.1.3. Stakeholder feedback on timing and schedule amendments

Stakeholder	Stakeholder feedback	ELIA response
EDORA - FEBEG - ODE	- Page 20: The consistency between the intraday market access and scheduling deadline needs to be ensured. Generally speaking the scheduling deadline should not go beyond any market gate closure deadline for coordinable units.	<i>CLARIFICATION</i> The proposed iCAROS design aims at limiting the impact of congestion management on intraday markets to the extent possible for ELIA to manage the grid securely. ELIA should, however, receive information on time to be able to assess the risks, therefore a minimum scheduling deadline is required which is independent of market gate closure times.
EDORA - FEBEG - ODE	- Page 20: 'EFO' would like to point out that the re-dispatching deadline per asset may vary if the unit is warm or cold. This variable will have to be considered if the schedules are required to be firm.	<i>CLARIFICATION</i> Indeed, as the redispatching deadline may vary if the unit is warm or cold, so may the scheduling deadline.

5.1.4. Stakeholder feedback on schedules and return-to-schedule requests

Stakeholder	Stakeholder feedback	ELIA response
Teamwise/Anode	Return to schedule in geval van MW schedules Elia geeft aan dat return-to-schedule requests ook mogelijk zullen zijn wanneer ON/OFF schedules gebruikt worden. Het is echter onduidelijk waarop Elia zich in geval van een ON schedule zou baseren om te weten welk vermogen een eenheid in dat geval zou moeten injecteren na de return-to-schedule request.	<i>CLARIFICATION</i> The ability to deliver a schedule is not dependent on the installment of a meter, neither is the requirement that the schedules should be qualitative. An alternative method can be used as an incentive for qualitative schedules and for the correct follow-up of the delivered schedule. This is indeed to be analyzed further in the finetuning of the design: the issue is to verify the correctness of an ON schedule in case the active power exchange is 0MW. Alternatives may be to use a benchmarked profile or to receive status updates from RTU.

EDORA - FEBEG - ODE	<p>Page 23, 6.4 on sentence ‘in line with current practice, the scheduling agent should inform’. This is not in line with current practice, ‘EFO’ doesn’t see how market actors could send the set point to Elia</p>	<p><i>CLARIFICATION</i></p> <p>The CIPU contract requires the ARP to inform ELIA of schedule deviations by sending setpoint changes in the Exploitation Procedure (i.e., after the neutralization time for schedule updates).</p>
EDORA - FEBEG - ODE	<p>Page 24: A return to schedule request by Elia will not trigger a correction to the perimeter of the BRP. This can only be applied in case the BRP receives the latest schedule sent by the scheduling agent, and thus balances based on the latest available information. Again, ‘EFO’ doesn’t see how the grid user could comply with this in case the BSP/Grid User is using ‘transfer of energy’, and thus has to ensure confidentiality.</p>	<p><i>CLARIFICATION</i></p> <p>The access of the BRP to the scheduling information of the Scheduling Agent must be discussed among the concerned parties.</p>
EDORA - FEBEG - ODE	<p>Page 25, 6.4.1: The fact that existing units without real-time metering are still subjected to the scheduling obligation and can thus be subjected to a return to schedule request can be seen as an extreme requirement. Elia mentions that no real-time metering equipment would be required, however if the unit has to be schedulable, some type of remote controlling have to be installed and thus result in additional costs for the grid user.</p> <p>This issue also raises some questions on the interpretation and implementation of SOGL:</p> <ul style="list-style-type: none"> o The link is made between articles 111 (obligation of Scheduling Agent) and article 46 (schedule data required). What about articles 45 (structural data) and 47 (real time data)? Is this information also sent also by the Scheduling Agent or by the Grid User? o Articles 45 and 46 are applicable on existing unit, but article 47 not? o Articles 45, 46, 47 are used to define data exchange in the 	<p><i>CLARIFICATION</i></p> <p>- The ability to deliver a schedule is not dependent on the installment of a meter, neither is the requirement that the schedules should be qualitative. An alternative method can be used as an incentive for qualitative schedules and for the correct follow-up of the delivered schedule. For example, ex post measurements can be used to verify whether in zones with congestion risks (in which case ELIA would call out assets in the zone to return to their schedule) the schedules were respected. During the period with congestion risks all schedules would be subject to quality control (whether the unit is coordinable or not) and deviations can be penalized.</p> <p>Regarding the interpretation of SOGL:</p> <p>- Structural data and specifications for real-time data are (to be) included in the connection agreement if not linked to the delivery of a particular service. The Scheduling Agent is only</p>

	<p>general requirements for the NC RfG, but the NC RfG is not applicable on existing unit. So, what does this mean for articles 45, 46 and 47?</p>	<p>responsible with respect to the delivery of schedules.</p> <ul style="list-style-type: none"> - Operational requirements (as the requirements in SO GL) are applicable to both existing and new units: this applies for articles 45, 46, and 47. Contrary to articles 45 and 46, the TSO may provide exemptions for the application of the requirements in article 47 on real-time metering. The lack of technical capabilities is acknowledged as a possible argument for exemptions for real-time data provision only (as described in the KORRR proposal that is submitted to the NRA in March 2018). - There are no conclusions to draw on the applicability of the SOGL articles 45-47 based on the “Proposal for NC RfG requirements of general application”: the document (published for public consultation on March 15) does not refer to SOGL articles 45 and 46, and refers to article 47 only to indicate coherence.
<p>Febeliec</p>	<p>With respect to the assets without real-time 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 SOGL 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</p>	<p><i>CLARIFICATION</i></p> <p>The iCAROS design follows the distinction between new and existing assets as defined in the European network codes. For PGM this is explained in the NC RfG article 4 and in the proposal for the new Federal Grid Code articles 74.</p> <p>New PGM means those PGM subject to the RfG, including those PGM which would become subject to RfG after a substantial modification.</p> <p>ELIA can look into the use of timestamping rather than real-time metering for the purpose of the asset coordination proposed in the implementation.</p>

	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).	
Febeliec	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.	<p><i>CLARIFICATION</i></p> <p>A definition of real-time metering will be provided in the General Requirements for generators.</p>

5.1.5. Stakeholder feedback on Must-Run/May-not-Run Requests

Stakeholder	Stakeholder feedback	ELIA response
EDORA - FEBEG - ODE	If balancing bids will be deactivated when a congestion bid is activated, 'EFO' would like to point out that this rule will also be applicable in case of a 'must-run' or 'partial may not run'.	<i>CLARIFICATION</i> Indeed a must-run or (partial) may-not-run will affect the bidding of energy for balancing.
EDORA - FEBEG - ODE	Page 27: Why can 'must run' or 'may not run' be applied on PGM, but not on demand? If demand can determine at which price they want to offer balancing bids, they should be able to determine a price offer for 'must run' or 'may not run': Elia can then still decide to impose constraints or not.	<i>CLARIFICATION</i> Although possible in theory the use for ELIA at this moment seems too limited. The added value of such use cases can be reviewed based on future experiences with the type of demand flexibility offered for redispatching.
EDORA - FEBEG - ODE	Page 28: If a PGM is below the 'must run' schedule, it needs to reimburse and pay a penalty; if it is above the schedule, it needs to reimburse. It seems to be very difficult to keep a payment.	<i>CLARIFICATION ADDED TO THE DESIGN NOTES</i> ELIA will specify acceptable margins for deviations in case a must-run is requested.
EDORA - FEBEG - ODE	Page 28, 7.1.2: If Elia cancels a must run request before DA GCT, the remuneration should be reimbursed – again unacceptable – as the market might have changed and actions to lock costs, might already have been taken (e.g. buying the necessary fuel); this is even more valid if the 'must run' constraint was initially fixed before D-1	<i>CLARIFICATION ADDED TO THE DESIGN NOTES</i> ELIA suggests making this part of the negotiation. As the costs for the MR/MNR have to be demonstrated it can also be discussed at that time which costs the Scheduling Agent would have in case of an annulment of the MR/MNR in the future.
EDORA - FEBEG - ODE	'EFO' would like to specify that it will need to be clarified how a 'partial may not run' will effect the bidding obligations.	<i>CLARIFICATION</i> The partial May-not-Run implies a maximum value for the schedules to be introduced in Day-ahead and Intraday. This value will therefore be regarded as the 'Pmax,available' for the period on which the partial May-not-Run applies and used to verify the upward flexibility that is bid compared to the schedule.

EDORA - FEBEG - ODE	<p>Balance between TSO and PGM as regards risks and costs 'EFO' has the impression that the relationship between the TSO and mainly the PGM is not balanced with regard to redispatch, must run and may not run remuneration. Flexibility is remunerated at cost leading to a loss of opportunity for the PGM, while the TSO has even opportunities to revoke the remuneration at any moment. The proposed remuneration is not in any way related to the risk the PGM bears in case of under-delivery, which will be penalized much higher than any possible incurred damages for the TSO.</p>	<p><i>CLARIFICATION</i></p> <p>The exact penalty is yet to be determined. Congestion management is necessary because of "any possible incurred damages" for the TSO but also for other stakeholders connected to a grid that may be disconnected due to an unmanaged overload. Therefore underdelivery of congestion activations should be discouraged dissuasively to have effect and contribute to efficient congestion management. ELIA proposes to apply the penalty for large deviations; the exact threshold is yet to be determined.</p>
EDORA - FEBEG - ODE	<p>Page 30, in the frame: It is not true that if the PGM runs above PMin during one or some hours, this indicates that the PGM is reimbursing all its costs of running: there should be no such thing as reimbursing the Elia payment.</p>	<p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <p>The Grid User/Scheduling Agent should take into consideration that if they want to dispatch the PGM into the market and hence the unit would run above Pmin, also the costs that ELIA was willing to pay for the Must-Run should be considered in their decision making process. The market transaction should cover the same cost for running the unit as if the Must-Run was not requested. To avoid that the Must-Run request by ELIA causes market disturbance, the reimbursement to ELIA is needed and logic.</p> <p>The reimbursement would concern the quarter-hours of the day that the unit is running above Pmin, as well as the quarter-hours that would have been needed for start-up/shut-down.</p>
Febeliec	<p>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</p>	<p><i>CLARIFICATION</i></p> <p>So far, the negotiations between ELIA and the ARP (currently the signatory of the CIPU contract) have always resulted in an</p>

	<p>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.</p>	<p>acceptable outcome. ELIA counts on the same pragmatic approach should future negotiations be necessary, without needing a third party to be involved. As a measure of last resort both parties can address the court of justice.</p> <p>ELIA notes the question of Febeliec whether a specific competent authority must be appointed for an advice or a position on the reasonableness of requested amendments and remuneration in case of difficult negotiations.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Page 31: Costs of reserve restoration caused by annulment of a 'must run' request are foreseen: this means that there is a procedure described on how reserve restoration is managed?</p>	<p><i>CLARIFICATION</i></p> <p>The procedure of reserve restoration yet has to be developed and discussed with stakeholders. This implies also the interactions with other procedures like iCAROS.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Page 32: Elia mentions that 'the scheduling agent will be held liable for any consequences and will have to remunerate to ELIA the costs of the actions taken by ELIA to prevent or correct the insecure situation on the grid'. This seems to be inconsistent with the general remark made in 'Future roles and responsibilities', notably 'the grid user remains responsible for assuring that the third party operates in compliance with the regulation'.</p> <p>In addition 'must run' and 'may not run' requests which are not respected in real-time may lead to insecure situation on the grid. However it is impossible for a generator to guarantee that a unit would not trip. These situations should be included in the document.</p>	<p><i>CLARIFICATION</i></p> <p>The rules on liabilities will be specified in the related contractual or regulatory documents. In general, ELIA in first instance holds the party with whom it has a contract liable and may charge costs following from incorrect transactions of said party (i.e., in the proposed design this concerns the Scheduling Agent or Outage Planning Agent). However, if the Grid User delegates those tasks to a third party, the Grid User is responsible for assuring that the delegated party acts in compliance with European regulation, and the Grid User remains jointly and severally liable for the actions of the delegated party. Therefore in case of non-response of the delegated party, ELIA will address the Grid User to solve problems in the execution of the contract. A grid user cannot renounce the obligations and responsibilities from being connected to the grid by delegating a task to a third party.</p>

		Liabilities in case of forced outages will be clarified before formalization of the design in regulatory and contractual documents.
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5.1.6. Stakeholder feedback on interdependencies

Stakeholder	Stakeholder feedback	ELIA response
EDORA - FEBEG – ODE	Page 12, on the sentence ‘Elia will not accept incoherent levels for data exchange’. ‘EFO’ would like to point out that the iCAROS project is creating a more complex communication framework with several levels for data exchange (e.g. balancing on perimeter level, nomination based on access point, scheduling based on connection point, certain ancillary services per delivery point). This increased complexity – on top of that managed by different roles which need to be coordinated - will require a very transparent and updated view on what Elia considers as coherent.	<p><i>CLARIFICATION</i></p> <p>The complexity is the result of an ongoing evolution in the organization of electricity markets and ancillary services and is not created by the iCAROS project: balancing on perimeter level, nomination based on access point, scheduling based on PU, certain ancillary services per delivery point is already the case today. The iCAROS project is giving an overview of the different evolutions and aims at removing remaining entry barriers for new market entrants while assuring that necessary information and actions remain available for ELIA to manage a secure grid. The Grid User may, as today, decide to appoint one entity to take on the responsibilities of all roles and thereby avoid the complexity.</p> <p>The criteria for coherence of data will be described in the terms and conditions of the involved services.</p>
EDORA - FEBEG – ODE	Page 13, §2: Elia is making many efforts to facilitate the explicit biddings and scheduling obligations, e.g. by sending the updated schedule after an activations, or by putting balancing bids unavailable after activation of a redispatch bid. In this paragraph ‘Elia will penalize the BSP in case of unavailability of the flexibility when Elia revokes the May-Not-	<p><i>CLARIFICATION</i></p> <p>In the implementation phase ELIA suggests to analyze with the relevant stakeholders which modalities would be useful to indeed facilitate the stakeholders in their roles and in assuring</p>

	<p>Run'. 'EFO' would expect Elia to accommodate this and to warn the BSP in advance that the 'may-not-run' has been revoked so balancing bids can be restored.</p>	<p>coherence of data.</p>
<p>EDORA - FEBEG – ODE</p>	<p>Page 14: It appears unfair to block the scheduling agent from providing information based on an inconsistency which is out of his role of control. If so, there should be time foreseen for the coordinating role to clarify the inconsistency. Secondly, it should be possible to clearly isolate the inconsistencies and allow the scheduling of any other assets for which there are scheduling obligations.</p>	<p><i>CLARIFICATION</i></p> <p>ELIA cannot accept information of which it is certain that it is not coherent with other information, and therefore not useful. As described in article 270 of the proposal for the new Federal Grid Code, the grid user has a key role in assuring coherence of information delivered by different parties. The Scheduling Agent should in his contract with the Grid User foresee to receive the correct information to avoid blocks by ELIA due to inconsistency.</p> <p>The incoherence must be clarified as soon as possible which is incited by blocking the delivery of information.</p> <p>The blocking of information delivery will be on the level of the asset/access point/delivery point for which the inconsistency is discovered, not on the level of all assets/access points/delivery points under the responsibility of the involved information provider.</p>
<p>Direct Energie</p>	<p>Interdependency of bids Concerning Interdependency with Balancing bids from the Balancing Service Provider, Elia proposes the following in the Design notes part II Scheduling and Dispatching (p34). From Direct Energie's point of view, and in order to avoid activation conflict or incorrect bid volumes, a symmetrical approach should be done for congestion bids when balancing bids are activated, and thus :</p> <ul style="list-style-type: none"> - Elia should set a mapping in the IT system so it is visible for 	<p><i>CLARIFICATION</i></p> <p>ELIA indeed intends to facilitate the parties by sharing such information (activation of bids for one purpose implying the unavailability of bids or need for bid updates for another purposes) when possible.</p> <p>Risks of conflict or complexities can be avoided when possible as the BSP can take on the role of the Scheduling Agent.</p>

	<p>both ELIA and the Scheduling Agent that the congestion bids due to a balancing activation a congestion bid may need to be updated.</p> <ul style="list-style-type: none">- Elia should also set Congestion bids as 'unavailable' if congestion bids have not been updated since a balancing activation occurred on one of the delivery points of the congestion bid. <p>It would be really simpler if there were a unique bidding of flexibility (done either by BSP or Scheduling Agent), as there would be any risk of conflict or risk of not updating the other bids in due time.</p>	<p>The contractual framework for balancing energy bids and redispatching flexibility differs (e.g., firmness and gate closure times, settlement) resulting in different modalities for bidding. Moreover, as some characteristics (e.g., price) are different, there cannot be a unique bid.</p>
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5.1.7. Stakeholder feedback on redispatching obligations per asset type

Stakeholder	Stakeholder feedback	ELIA response
EDORA - FEBEG - ODE	<p>Elia announced to have the intention to integrate a framework for flexible access in the federal grid code. The details of the rights and obligations of all parties as well as the modalities still need to be discussed and agreed upon. In this respect, 'EFO' considers it important to harmonize – also among TSO and DSO's - the mechanisms and procedures to provide the signal to lower the output of a generation facility. In certain circumstances this flexible access will be limited, e.g. in volume or in time. Elia will have to compensate the grid user if it wants to use flexibility beyond these limits. 'EFO' is convinced that a mechanism with a financial compensation will never be able to correctly compensate all involved parties – grid user and BRP – and to fully neutralize the impact of the flexibility activation on market functioning. Therefore, 'EFO' urges Elia to use the mechanism of redispatch – with correction of the BRP perimeter – to neutralize the impact of an activation of flexible access whenever such compensation is obligatory. The use of the redispatch mechanism for the compensation of flexible access is not foreseen yet.</p>	<p><i>CLARIFICATION</i></p> <p>GFlex is a regulatory mechanism that is to be created and will be discussed with the stakeholders in due time. The flexible access is defined before connection of the PGM.</p> <p>ELIA aims to assure that no confusion exists on when the Gflex modalities apply and when the redispatching mechanism applies (if modalities would be different). As in the past ELIA will continue to advocate a correction of the BRP perimeter when activating according to Gflex modalities.</p>
EDORA - FEBEG - ODE	<p>Page 34: If balancing is not mandatory on category B units but redispatching is, discrepancies are created. Offering for redispatching from category B assets could be voluntarily as well.</p>	<p><i>CLARIFICATION</i></p> <p>Bidding for redispatching (when there is flexibility to bid on full or limited coordinable assets) is mandatory given the local character of congestion risks and the resulting lack of liquidity on the markets. The bidding obligations for balancing are different given the different nature of balancing issues.</p>

5.1.8. Stakeholder feedback on redispatching (bids, activations, and baselines)

Stakeholder	Stakeholder feedback	ELIA response
Teamwise/Anode	<p>Activatie van redispatching biedingen Het is onduidelijk of Elia in geval van activatie van flexibiliteit voor redispatching, het te activeren vermogen zou communiceren, of het bijgewerkte schedule.</p>	<p><i>CLARIFICATION</i></p> <p>An activation request for redispatching is a request of a new schedule (minimum or maximum): ELIA would therefore communicate the new schedule.</p>
EDORA - FEBEG - ODE	<p>Page 50, underdelivery is considered as unacceptable and will be severely penalized: Shouldn't this penalty be cost reflective or in relation to incurred damages? This will lead to a totally asymmetric relationship in which a PGM is remunerated at cost, but bears enormous risks.</p>	<p><i>CLARIFICATION</i></p> <p>The aim is to work with a generalized system for penalties: relating the penalty to incurred damages would require a penalty to be determined separately for each individual case in which an activation for redispatching was not executed properly. Note that in this case the risk may be enormous as well. A penalty serves a dissuasive purpose, incentivizing the provider to correctly execute the bid, and it should therefore be known ex ante how the penalty would be determined.</p> <p>ELIA proposes to apply the penalty for large deviations; the exact threshold is yet to be determined.</p>
EDORA - FEBEG - ODE	<p>Page 38: Elia mentions 'For information, in the above case, ELIA also intends to use the same MW schedule as a baseline for mFRR activations'. When a baseline is used for perimeter correction - congestion or transfer of energy - the schedule should reassemble the realized consumption. Elia mentions that only deviations that go against a possible congestion will be submitted to a return to schedule. It would mean that certain deviations will be seen as part of the activation and lead to a remuneration of the BSP without him taking action. In addition the BRP will receive a perimeter correction for a</p>	<p><i>CLARIFICATION</i></p> <p>Elia agrees that the design choices should be made in such a way to limit gaming behaviour and believes therefore that the use of an alternative baseline for redispatching – different then the last submitted schedule - would be suboptimal. First of all, as redispatching of assets is typically requested for longer periods, Elia believes that a baseline 'last Qh' is not a correct reference as baseline for redispatching. Moreover an activation of a redispatching bid implies a modification of a</p>

	<p>not realized deviation which results in an imbalance position opposite to the congestion or balancing signal. 'EFO' advises that in case activations are only known shortly before activation, the realized consumption is considered as applied currently for bid ladder (last Qh). When activations are known longer before, the maximum effort should be done to avoid gaming behavior.</p>	<p>schedule which an asset needs to follow. Therefore the use of a different baseline than the last submitted schedule is not considered as a realistic alternative from an operational point of view either.</p> <p>In the proposed design the grid user is playing a key role in the coordination of information between the different roles in the market, in particular when he chooses to appoint different entities for executing the different roles related to his asset. In this perspective it is obvious that in such a case a BRP needs to make clear contractual arrangements with the grid user.</p> <p>Elia takes note of the concerns expressed by EDORA-FEBEG-ODE related to possible gaming behavior of the BSP and will consider these concerns when finetuning the design for balancing.</p>
<p>Restore</p>	<p>2. Voluntary intraday scheduling of a site could constitute an interesting material to implement new baseline methodologies for R3 activations. Having the opportunity to generate and use intraday schedules can be an interesting option to widen the scope of methodologies used for baselining and settlement of activations of demand-response in R3: this type of methodologies has been implemented in other countries like in France, and is very well suited for some sites for which the standard baseline method used in R3 does not work.</p>	<p><i>CLARIFICATION</i></p> <p>The baseline used in case of balancing activations will be discussed in the framework of the design for balancing.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Page 39: 'EFO' doesn't understand why one could not have implicit for redispatch and explicit for balancing as this is what is being allowed for demand and PGM for category B [...] Page 45, on bid size option 2: With regard to the scheduling limits – this is the same as implicit bidding – there</p>	<p><i>CLARIFICATION</i></p> <p>Implicit bidding implies that ELIA calculates the volumes or margins available for activation for each quarter-hour. ELIA proposes explicit bidding for all types of flexibility. The</p>

	are again not the same requirements for demand and production. Why can it work for one and not for the other?	alternative bidding method of "scheduling limit" proposed for redispatching is not to be understood as implicit bidding: ELIA will not determine the scheduling limit per quarter-hour, but this is the task and responsibility of the Scheduling Agent. The bid must be firm, therefore the Scheduling Agent must assure that any activations between the schedule/baseline and the limit are possible for the concerned quarter-hour.
Febeliec	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.	<i>CLARIFICATION</i> Limitations on number of activations can be communicated via another bid property. ELIA will finalize the list of useful bid properties with the stakeholders for the finalization of the design.
EDORA - FEBEG - ODE	<p>'EFO' is convinced that it is in the interest of all concerned parties to be able to efficiently offer the required flexibility to the TSO for grid security reasons. In this perspective, the proposals have some downsides. It moves away from the efficient implicit biddings for congestion and balancing purposes of large coordinable units towards complex explicit biddings for a large group of units.</p> <p>On top of that the provided explicit bids need to be firm: this implies one cannot longer freely re-nominate R2 between units like now without updating bids and schedules. The new rules will thus increase complexity and workload for market parties possibly impacting efficiency in offering flexibility to the TSO.</p>	<p><i>CLARIFICATION</i></p> <p>Implicit bidding requires a minimum amount of information which ELIA should receive from the market parties as well. The change from implicit to explicit bidding requires the same amount and type of data: the efficiency, complexity and workload are not necessarily impacted, but the responsibility for calculating the availability of flexibility is moved from ELIA to the market parties who actually control the information.</p> <p>ELIA experiences a need, even in a system of implicit bidding, to have more information on renominations of, for example R2.</p>
EDORA - FEBEG - ODE	Obliging market participants to submit all available capacity as from category B - for both coordinable and low coordinable units- as firm explicit bids, will require a platform that can	With respect to the obligation to "bid the full available flexibility":

	<p>manages huge complexity and a vast amount of data. On top of that, the interaction between the balancing and the congestion bids will need to be managed on that platform which will require a large amount of data to be continuously exchanged between the TSO and the grid user.</p> <p>[After request for clarification by ELIA on the specific concerns with explicit bidding, it was made clear that the concern involves the obligation to “bid the full available flexibility” and how this would be defined and implemented.]</p>	<p><i>CLARIFICATION</i></p> <ul style="list-style-type: none"> - Bids reflect energy volumes or possible limits to set new schedules based on which ELIA determines the new schedule; it is not up to the Scheduling Agent to provide the list of all possible schedule to ELIA. Therefore the proposal as intended by ELIA is less complex and requires less work load than as it was interpreted by Edora-Febeg-Ode. This will be clarified in more detail during implementation. <p><i>CLARIFICATION ADDED TO THE DESIGN NOTES</i></p> <ul style="list-style-type: none"> - ELIA understands the concerns of Edora-Febeg-Ode with the principle to “bid all available flexibility” and that this can be interpreted as providing an exhaustive list of possible configurations/bids. This was not the intent of ELIA and ELIA proposes to implement a pragmatic solution to avoid that the Scheduling Agent has an unnecessary workload in the bidding process. This will be clarified in more detail during implementation together with the market stakeholders and the regulator
<p>EDORA - FEBEG - ODE</p>	<p>With regard to balancing and re-dispatching bids, Elia argues that both have to be done explicitly, but for category B assets it is only mandatory for re-dispatching. How is the proposal for ON/OFF schedule for category B assets to be interpreted in this context? Why could one not keep the implicit bidding for category B assets, and especially the low coordinable units.</p>	<p><i>CLARIFICATION</i></p> <p>Implicit bidding is not possible in case of ON/OFF schedules as ELIA lacks the information to calculate the available volume starting from day-ahead.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Redispatching at cost is only possible if free dispatching is allowed in that sense that reacting to further impeding market opportunities and optimizing reserves are still possible.</p>	<p>Feedback noted as coherent with the design proposed by ELIA.</p>

<p>Direct Energie</p>	<p>Direct Energie strongly supports the proposition made in the iCaros project (as well as in the design notes) by allowing freedom of dispatch for generators with remunerated congestion management. We consider this as a major improvement (from no compensation to regulated compensation), even if we would have preferred that congestion bids should be based on a free pricing rather than on a regulated basis. According to Direct Energie, Free bids for congestion would allow:</p> <ul style="list-style-type: none"> - A better market signal that can really incentivize a sustainable resolution of the congestion, - A simpler bidding strategy and process for both Scheduling Agent (in charge of Congestion bidding) and BSP (in charge of Balancing bidding on mFRR markets) as we could have bid exactly the same on both markets. In this case one could even imagine that Balancing and Congestion bids could have been merged in a unique bidding managed by Elia. On top of this, a unique bidding could have offered as well the possibility for Elia and for Scheduling Agent and for BSP to have a simpler management of conflict between Congestions bids and Balancing bids proposed for the same generation unit. 	<p><i>CLARIFICATION</i></p> <ul style="list-style-type: none"> - The price of congestion bidding as such does not incentivize resolutions for congestion but the need to restore capacity does. Redispatching is not considered as a structural alternative for investments to reinforce the grid. The difference in redispatching costs due to cost-based pricing or free pricing will therefore not change the grid development plans. - Risks of conflict or complexities can be avoided when possible as the BSP can take on the role of the Scheduling Agent instead of the Grid User. <p>The contractual framework for balancing energy bids and redispatching flexibility differs (e.g., firmness and gate closure times, settlement) resulting in different modalities for bidding. Moreover, as some characteristics (e.g., price) are different, there cannot be a unique bid.</p>
<p>EDORA - FEBEG - ODE</p>	<p>Balance between TSO and PGM as regards risks and costs 'EFO' has the impression that the relationship between the TSO and mainly the PGM is not balanced with regard to redispatch, must run and may not run remuneration. Flexibility is remunerated at cost leading to a loss of opportunity for the PGM, while the TSO has even opportunities to revoke the remuneration at any moment. The proposed remuneration is not in any way related to the risk the PGM bears in case of under-delivery, which will be penalized much higher than any possible incurred damages</p>	<p><i>CLARIFICATION</i></p> <p>Concern noted regarding the possibilities for ELIA to revoke activations and remunerations. ELIA will discuss the rules for possible activation annulments in more detail with the stakeholders.</p> <p>Congestion management is necessary because of "any possible incurred damages" for the TSO but also for other stakeholders connected to a grid that may be disconnected due to an unmanaged overload. Therefore underdelivery of</p>

	<p>for the TSO.</p> <p>[...] Annulment of congestion activation is free of charge to Elia, but the grid user loses possible market opportunities between day ahead and the intraday annulment</p>	<p>congestion activations should be discouraged dissuasively to have effect and contribute to efficient congestion management.</p>
EDORA - FEBEG - ODE	<p>Page 48, below the frame of §3: if upwards flexibility is being activated at cost by Elia, the opportunity to market in the intraday markets is taken away without this being compensated: what is stated is wrong.</p>	<p><i>CLARIFICATION</i></p> <p>The text refers to the advantages to adapt schedules that are not determined by previous activations or not blocked due to congestion risks. The proposal allows the Scheduling Agent to maintain the financial benefits of the Intraday market deals before the moment of activation for redispatching, contrary to the current Red Zone Mechanism which does not allow the BRP (as 'Scheduling Agent') to modify the schedule in a red zone regardless of activation for redispatching.</p>
Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>So far, the negotiations between ELIA and the ARP (currently the signatory of the CIPU contract) have always resulted in an acceptable outcome. ELIA counts on the same pragmatic approach should future negotiations be necessary, without needing a third party to be involved. As a measure of last resort both parties can address the court of justice.</p> <p>ELIA notes the question of Febeliec whether a specific competent authority must be appointed for an advice or a position on the reasonableness of requested amendments and remuneration in case of difficult negotiations.</p>

Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>Suggestion noted and will be taken into account in the finalization of the design. The idea is indeed to ex ante understand the factor which would influence a bid price for demand when decided that the demand flexibility will be offered for redispatching purposes.</p>
EDORA - FEBEG - ODE	<p>Page 23, 6.3.3: Elia will update the schedule in case of redispatch or mFRR activation: what will happen other (none contracted) balancing bids?</p>	<p><i>CLARIFICATION</i></p> <p>mFRR services refer to both contracted ('R3') and non-contracted balancing bids ('free bids').</p>
EDORA - FEBEG - ODE	<p>Page 47, frame: Why does a PGM need to bid at cost while the demand facility can bid at opportunity cost?</p>	<p><i>CLARIFICATION</i></p> <p>The opportunity cost for demand does not reflect the opportunity cost in the electricity market, but the opportunity losses in the market where the demand facility is active.</p>

5.1.9. Stakeholder feedback on redispatching and the imbalance position (BRP impact, compensation activation)

Stakeholder	Stakeholder feedback	ELIA response
Febeliec	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>ELIA aims to inform the BRP of activations of flexibility in the BRP perimeter to avoid counter measures, therefore the communication to the BRP should be as soon as possible after activation.</p>
EDORA - FEBEG - ODE	<p>Evolution towards explicit bidding</p> <p>The shift from an implicit to an explicit bidding methodology will, in combination with the obligation to offer all available flexibility, have a severe impact on the functioning of the BRP as this will limit the possibilities for the BRP to use his own capacity to balance his portfolio in real-time. Suppose the BRP wants to balance his portfolio in real-time with the new rules. To be able to activate his own capacity the BRP will be obliged to first ask to his Scheduling Agent to send in a new schedule: as from the scheduling deadline until real-time he is thus obliged to use the imbalance market, which does not necessarily represent the cheapest unit at that time. [...]</p> <p>Finally, 'EFO' does not understand how the obligation to firmly bid in all available capacity could be combined with the responsibility of the BRP to be able to have all means available to balance its perimeter (e.g. offshore wind parks).</p>	<p><i>CLARIFICATION</i></p> <p>The change from implicit to explicit bidding does not affect the possibilities of the BRP to use flexibility to balance his portfolio in real-time, it only affects the information exchange. The BRP may still use the flexibility in real-time as long as this action does not create or aggravate congestion risks (the same rule as today). As is the practice today ELIA will request a return-to-schedule only for deviations that create or aggravate congestion risk.</p> <p>In the case that the BRP uses the flexibility of the unit to balance his portfolio ELIA could expect that the entity which is BRP, also takes on the role of BSP and therefore also Scheduling Agent (if agreed with the Grid User) and therefore the complexities and required coordination between different parties would be limited.</p> <p>Note that the obligation for the BRP to foresee and to use means and procedures to balance its perimeter (see proposal for new Federal Grid Code article 201) can refer to other means and procedures than having the physical capacities</p>

		available on coordinable and limited coordinable PGM.
EDORA - FEBEG - ODE	Page 50: With regards to the compensation bid for congestion, 'EFO' has doubts on the proposed cross-border market access of Elia. When Elia will use cross-border market access, it will block capacity for the market. Because of this lower available capacity market parties might face more difficulties in solving their residual imbalances and therefore push imbalance prices in the Belgian zone. To our understanding this solution should only be allowed in extreme situations. Similar considerations can be formulated regarding the use of non-reserved balancing capacity for congestion reasons. Overall it appears incoherent to state that the TSO will avoid an impact on the imbalance position of re-dispatching actions while the means to deal with the compensation of the re-dispatching are increased.	<p><i>CLARIFICATION</i></p> <p>The options for procuring compensation flexibility on Day-ahead/Intraday market will be analysed further. Elia should aim at minimizing the cost for society and on the same time ensure to have always sufficient means for redispatching. The exact rules and procedures still need to be developed, discussed with stakeholders and approved by the regulator.</p>
Febeliec	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.	<p><i>CLARIFICATION</i></p> <p>The options for procuring compensation flexibility on Day-ahead/Intraday market will be analysed further. Elia should aim at minimizing the cost for society and on the same time ensure to have always sufficient means for redispatching. The exact rules and procedures still need to be developed, discussed with stakeholders and approved by the regulator.</p>
EDORA - FEBEG - ODE	Page 50: Elia will no longer activate compensation bids in parallel but in a serial way aiming at the most beneficial way both from a technical and economical point of view. This will be combined with increased sourcing possibilities, e.g. (cross-border) day ahead, intraday or balancing markets and reserve market. Therefore, 'EFO' is of the opinion that the rules that Elia will apply should be clearly communicated towards the	<p><i>CLARIFICATION</i></p> <p>The options for procuring compensation flexibility on Day-ahead/Intraday market will be analysed further. Elia should aim at minimizing the cost for society and on the same time ensure to have always sufficient means for redispatching. The exact rules and procedures still need to be developed,</p>

	<p>market. In addition these rules should be monitored and evaluated from time to time to see if they bring the highest added value towards society and avoid speculative bidding behavior by the TSO. To the understanding of 'EFO' first any flexibility available within the country will be addressed/activated before cross-border deals will be performed for (local) congestion management.</p>	<p>discussed with stakeholders and approved by the regulator.</p>
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5.1.10. Stakeholder feedback on the lack of Transfer of Energy for congestion

Stakeholder	Stakeholder feedback	ELIA response
<p>EDORA - FEBEG - ODE</p>	<p>In case the BSP is using the 'transfer of energy', how can the grid user perform his coordinating role between grid user, scheduling agent and BRP while at the same time respecting the confidentiality requirements regarding the 'transfer of energy'?</p>	<p><i>CLARIFICATION</i></p> <p>The confidentiality issues between the BSP and BRP exist regardless of the new design for scheduling. As the Scheduling Agent is either the Grid User or the BSP there are no additional confidentiality issues due to the design proposed in the consulted notes. The access of the BRP to the scheduling information of the Scheduling Agent must be discussed among the concerned parties.</p>
<p>Restore</p>	<p>1. Transfer of energy regime should also be available and applied for redispatching activations According to the design note on scheduling and redispatching the Transfer of energy regime cannot be applied for redispatching (p10chapter 4): we would like to underline that activation of a flexibility for balancing or redispatching needs should answer to the same logic in terms of transfer of energy. Having a separate framework for redispatching activations raises concerns regarding the impact on valorization the flexibility of the sites involved: - two distinct frameworks will coexist for the activation of the</p>	<p><i>CLARIFICATION</i></p> <p>Transfer of Energy is applicable on the day-ahead and intra-day market, the market for strategic reserves and the market for aFRR and mFRR, as stated in Art. 19bis. § 2 of the Electricity Act. Therefore, Transfer of Energy is currently by law not applicable on congestion activations, but ELIA notes Restore's concerns.</p>

	<p>flexibility on the same site, leading to increased complexity and lack of consistency.</p> <p>- the absence of transfer of energy framework for redispatching could lead to difficulties in accessing at all the flexibility of a site for an independent aggregator (no solution in place, collateral risk to not be able to offer balancing bids on the same site).</p>	
<p>Teamwise/Anode</p>	<p>We zijn van mening dat energieoverdracht (Transfer of Energy, ToE) ook moet worden gefaciliteerd voor de activering van flexibiliteit in het kader van redispatching. Als dit niet mogelijk wordt gemaakt, worden marktpartijen (FSPs en Grid Users, maar ook ARPs/leveranciers) mogelijk geconfronteerd met twee verschillende juridische kaders en operationele procedures voor de activatie van dezelfde flexibiliteit voor twee verschillende doelen: balancing met ToE en redispatching zonder ToE. Dit heeft mogelijk (kostelijke) gevolgen. Het zou bovendien kunnen leiden tot een de facto uitsluiting van de toepassing van ToE voor bepaalde Grid Users, omdat de complexiteit van de vereiste contractuele afspraken (die zowel balancing als redispatching moeten omvatten) leveranciers mogelijk toelaat de uitbating van bepaalde vormen van flexibiliteit door FSPs te blokkeren aangezien geen adequate fallback beschikbaar is (de fallback om ToE te gebruiken is in het huidige voorstel enkel beschikbaar voor flexibiliteit voor balancing). Er is een consensus dat ToE een noodzakelijke “stok achter de deur” is voor flexibiliteit voor balancing. De argumenten die deze stok nodig maken, zijn ook van toepassing op flexibiliteit voor redispatching. Elia geeft bovendien zelf aan dat er een sterke link is tussen de rollen van Scheduling Agent en BSP, en legt daarom zelfs op dat een Grid User slechts met één partij een</p>	<p><i>CLARIFICATION</i></p> <p>Transfer of Energy is applicable on the day-ahead and intra-day market, the market for strategic reserves and the market for aFRR and mFRR, as stated in Art. 19bis. § 2 of the Electricity Act. Therefore, Transfer of Energy is currently by law not applicable on congestion activations, but ELIA notes the concerns of TeamWise & Anode.</p>

	<p>overeenkomst mag sluiten om zijn flexibiliteit te beheren. We gaan er bovendien van uit dat de nodige wetswijzigingen op tijd kunnen worden doorgevoerd om de toepassing van ToE mogelijk te maken in lijn met de voorziene timing om iCAROS te implementeren. Elia stelt bovendien voor dat, indien er al een BSP is die niet de Grid User is en waarop ToE van toepassing is, de Grid User zelf de rol van Scheduling Agent zou moeten opnemen voor het aanbieden van flexibiliteit voor redispatching. Dit lijkt ons nodeloos complex voor vele Grid Users, die dan ook geconfronteerd zouden worden met verschillende procedures en kaders voor de activering van dezelfde flex voor balancing versus redispatching. Dit lijkt foutgevoelig. De toepassing van ToE mogelijk maken, zou deze complexiteit vermijden.</p>	
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6. Feedback regarding “Design note for the coordination of assets: Part III – Congestion Risk Indicator”

The design note described how ELIA determines the congestion risks via a Congestion Risk Indicator and how this indicator will be used for congestion management and the provision of balancing services.

The Congestion Risk Indicator is a review of the Red Zone Mechanism. Edora – Febeg – Ode and Direct Energie support the proposition of ELIA to not block schedule amendments in zones with a declared congestion risk.

Stakeholder	Stakeholder feedback	ELIA response
EDORA - FEBEG - ODE	Where is it described that if one starts up a unit for reserve obligations, one does not want to buy it back at cost and receive the power in such case. If due to redispatching one cannot fulfill its reserve obligations, one should be exempted and a reserve restauration procedure should be put in place.	<i>CLARIFICATION ADDED TO THE DESIGN NOTES</i> The specific rules related to balancing will be described in the balancing design. ELIA will not penalize a BSP for unavailability of reserved balancing capacity in case the congestion risk on the ELIA grid and thereby the unavailability of the balancing flexibility in the concerned zone is declared by ELIA after the flexibility is offered to ELIA by BSP. Note that flexibility that is contracted reserved for FCR, aFRR or mFRR must not be offered for redispatching (as not ‘free’ to offer).
EDORA - FEBEG - ODE	The effect of the congestion management on the reserve obligations should be further detailed.	<i>CLARIFICATION</i> The specific rules related to balancing will be described in the design of the concerned balancing products.
Teamwise/Anode	Verband tussen bids voor redispatching en balancing Elia zal balancing bids als onbeschikbaar markeren indien (een deel van) de assets in de betreffende bids zijn afgeroepen via redispatching bids. We vragen Elia graag om te bevestigen dat	<i>CLARIFICATION ADDED TO THE DESIGN NOTES</i> The specific rules related to balancing will be described in the balancing design. ELIA will not penalize a BSP for unavailability of reserved balancing capacity in case the congestion risk on

	<p>in zulke gevallen geen penalties zullen worden toegepast op de FSP indien die hierdoor niet meer in staat zou zijn om de gereserveerde reservevermogens ter beschikking te stellen.</p>	<p>the ELIA grid and thereby the unavailability of the balancing flexibility in the concerned zone is declared by ELIA after the flexibility is offered to ELIA by BSP.</p>
<p>Direct Energie</p>	<p>Financial compensation for filtered balancing bids In Design Notes Part III – Congestion Risk Indicator (p 16), Elia indicates that there will be no compensation for balancing bid made unavailable because causing an internal TSO congestion. Direct Energie rejects the argument that compensation principles must be harmonized at a European level because it is the TSO responsibility to manage internal congestions, and in any case the responsibility of the producer who will receive less income if its plant is in a congested area. As there isn't any investment signal to install a production mean, there should be no reason a plant located in a congested area should incur a discrimination in its flexibility income compared to another plant in an uncongested area. Direct Energie asks therefore that, as for redispatching of intraday, that balancing bids remains available even with high CRI, and if activated, that Elia, activates a counter redispatching bid in the other way. If not possible, financial compensation should be envisaged.</p>	<p><i>CLARIFICATION</i></p> <p>It is out-of-discussion that rules for compensation of non-activated balancing energy need to be discussed on regional level in order to ensure a level playing field for market participants between countries.</p> <p>Balancing bids are activated in real time. Therefore they should be put ex ante on unavailable before listed in the “regional” merit order list as there will be no time to take corrective action in real time. This is even foreseen by the Guideline on Electricity Balancing (Art. 29 §14).</p>
<p>Febeliec</p>	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>ELIA proposes to publish the CRI level after the Day-ahead procedures on day D-1. ELIA will update the CRI levels during Intraday. In general this should allow for sufficient time for the BSP to adapt the bids when necessary.</p>

<p>Febeliec</p>	<p>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.</p>	<p><i>CLARIFICATION</i></p> <p>The use of the CRI to declare balancing bids as unavailable for activation due to reasons of congestion is an implementation of the article 29(14) of the European Guideline for Electricity Balancing. The CRI will be applied on all balancing bids, regardless of the type of flexibility (production, storage, demand). The CRI does not prevent the offtake of electricity by consumers for own purposes but only the commercialized flexibility which is offered for the purpose of balancing.</p>
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