

CONSULTATION REPORT

**Connection with flexible access: evolution
of the framework at federal level**

**Non-confidential report on the public
consultation on the design note**

01/10/2024



Contents

1.	Introduction	4
2.	Feedback received	4
3.	Instructions for reading this document	5
4.	Clarification on the Flemish regulatory framework following a discussion with the VREG	6
5.	Resulting changes	8
	Connection process: studies & capacity reservation (section 4 from design note)	8
	Procedures and criteria for client-connection studies	8
	Guarantees provided to Grid User with flexible access	8
	Clarification of operational principles	9
6.	Comments received during the public consultation	10
6.1	General comments	10
6.2	Comments on the regulatory framework (Section 2 from Design Note)	15
6.3	Comments on the notion of flexible access and early connection (Section 3 from Design Note)	17
6.4	Comments on the connection process (Section 4 from Design Note)	19
6.5	Comments on the procedures and criteria for client-connection studies (Section 5 from Design Note) ..	26
	Reserved and allocated capacities	26
	Growth potential	27
	Profiles for existing, reserved and allocated storage connections (other than the connection request)	27
	Profiles for existing, reserved and allocated load	27
	Additional considerations regarding the input hypothesis taken for the studies	28
	Conclusions and proposed way forward	28
6.6	Comments on the Guarantees provides to Grid Users that have a connection with flexible access (Section 6)	42
6.7	Comments on the clarification of operational principles (Section 7)	75
6.8	Comments on the reporting and transparency (Section 8)	86

6.9	Comments related to Princess Elizabeth Zone (PEZ)	87
	The requestor in the case of the PEZ is the FPS Economy and FPS Public health, not the OWF.	87
	The present public consultation is focused on the evolution of the framework for flexible access at federal level, not on the type of access to be granted for the first lot of the PEZ.	87
	Elia is obliged to a non-discriminatory treatment against all requestors.	87
7.	Attachments	94

1. Introduction

Elia organized a public consultation from 31 May 2024 to 5 July 2024 on the design note on the evolution of the framework related to Connections with flexible access at federal level. Prior to this public consultation, the proposed amendments have been discussed with stakeholders during four dedicated workshops:

- the workshop that took place on 23/02/2024¹; and
- the workshop that took place on 26/03/2024²; and
- the workshop that took place on 16/04/2024³; and
- the workshop that took place on 14/06/2024⁴(during the public consultation); and
- the Working Group Belgian Grid session on 28/08/2024⁵.

The purpose of this report is to consolidate the feedback received during the public consultation and to reflect Elia's response and position.

2. Feedback received

During the public consultation, Elia received the non-confidential replies from the following parties:

- Febeliec
- ODE/Edora
- Cogen Vlaanderen
- Yuso
- FEBEG
- BOP
- BSTOR
- Parkwind
- Continuum Industries⁶

In addition, Elia received two confidential replies.

All responses are appended to this report.

¹ The slides presented during the workshop of 23/02/2024 are available on the [Elia website](#)

² The slides presented during the workshop of 26/03/2024 are available on the [Elia website](#)

³ The slides presented during the workshop of 16/04/2024 are available on the [Elia website](#)

⁴ The slides presented during the workshop of 14/06/2024 are available on the [Elia website](#)

⁵ The slides presented during the workshop of 28/08/2024 are available on the [Elia website](#)

⁶ This feedback is out of the scope of this public consultation and therefore not treated in this report.

3. Instructions for reading this document

This consultation report is structured as follows:

- Section 1 contains the introductory context.
- Section 2 gives an overview of the responses received.
- Section 3 contains instructions for reading this document.
- Section 4 gives some clarification related to the regional regulatory framework in Flanders (TRPV proposal)
- Section 5 summarizes the changes in the design.
- Section 6 discusses the various comments received during the public consultation and Elia’s position related to the provided comments.
- Section 6 summarizes the resulting changes.
- Section 7 lists the annexes of the consultation report.

This consultation report is not a ‘stand-alone’ document but should be read together with the documents published for consultation, the reactions received from the market participants (annexed to this document) and the proposed amendments of the Code of Conduct sent to the CREG.

Section 5 of the document is structured as follows with additional information on the content per column below.

Subject	Stakeholder	Comment	Justification
A	B	C	D

- A. Subject matter covered by the various responses received.
- B. Stakeholder making the comment. In general, the comments are listed alphabetically in the name of the parties concerned.
- C. This document contains an overview of the main, but also specific comments on the document submitted for consultation.
 - In doing so, an attempt was made to list/consolidate all comments received.
 - In order to maintain authenticity, the comments have been copied as much as possible in this document. However, the comments have sometimes been shortened and the terminology has been harmonized to make the report easier to read.
- D. This column contains Elia’s arguments as to why a comment was or was not included in the proposal of Code of Conduct sent to the CREG.

4. Clarification on the Flemish regulatory framework following a discussion with the VREG

During the consultation period, the VREG has reached out to Elia about the regulatory framework described in chapter 2 of the design note. More specifically regarding the proposal to amend the TRPVN, which was launched by the VREG for public consultation on February 23, 2024, and which is currently under evaluation by the VREG.

First and foremost, it deserves to be noted that the reaction from the VREG only concerns the described Flemish regulatory framework and does not entail an official consultation response.

Based on the exchange with the VREG, and in order to avoid any confusion, Elia would like to point out the following elements:

- Table 1 from the Design Note exists out of a comparison of the current applicable federal legal framework, the applicable Walloon legal framework (also indicating the proposed changes to this framework) and the **proposed amendments to the TR PVN** by the VREG for the local transport level. It deserves to be noted that the legal frameworks that are under revision are, by definition, not final and still subject to evolution. Hence this table must be considered as an ‘instantaneous picture’ of the evolving legal framework and not as a final analysis.
- The table 1 is based on a version of the proposal to amend the TRPV which was still subject to an ongoing consultation at the time. Consequently, everything is still subject to change as a result of consultation process and responses. In addition, the proposal is only temporary, as an alternative pending the transposition of EMD5.
- **The proposal for TRPVN launched by the VREG for public consultation on February 23, 2024^[1] – used as basis for the comparison in Table 1, entails only a temporary regional regulatory framework that is proposed by the VREG awaiting further evolutions of the applicable regional decree – awaiting the transposition of the EMD5 package.** This can be derived from the VREG’s report from the stakeholder meeting TRPVN organized by the VREG on January 30, 2024^[2] (own underlining):

“Er is op Europees niveau regelgeving in de maak betreffende flexibele aansluitovereenkomsten. Deze bepalingen waren eerst voorzien als onderdeel van de Verordening, maar later is beslist om ze te verplaatsen naar de Richtlijn, waardoor het langer zal duren vooraleer deze regels op nationaal niveau toepasbaar zullen zijn. Gegeven de nood die we horen vanuit de markt aan flexibele aansluitovereen-

^[1] https://www.vreg.be/sites/default/files/document/bijlage_1_trpv_2024.pdf

^[2] [verslag stakeholderoverleg trpv.pdf \(vreg.be\)](#)

komsten, stellen we een tijdelijke regeling voor voor productie-installaties die hernieuwbare energiebronnen gebruiken. We willen echter niet zomaar vooruitlopen op het ganse Europese kader, waardoor we momenteel geen verdere bepalingen wat betreft load of opslag voorzien.”

- For the Flemish level, as referred to in the description in section 2.3.2, it deserves to be highlighted once more that there is currently no framework for connections with flexible access, hence also not for the local transport level; this means that **flexible connections are not allowed under the current Flemish legal framework.**

5. Resulting changes

On the basis of the feedback received from market players and Elia’s response, as set out in this consultation report, Elia has adapted the following design elements (refer to section 6 for the justification and detailed design):

Connection process: studies & capacity reservation (section 4 from design note)

- The **serial approach** is abandoned.
- Elia proposes a maximal **delay of 120 WD** to perform **an orientation and a detailed study**
- The principle to introduce a **Bank deposit** for the allocation of capacity is **kept** but the formula needs to be adapted (too high) and the details need to be further discussed. The Code of Conduct will only introduce the bank deposit, the details will be part of the connection contract.
- Elia would like to clarify that – even as this is not explicitly mentioned in the design note, the grid user capacity should be taken into account as of the EDS request.

Procedures and criteria for client-connection studies

- In the reference context, the **growth potential of the other technologies that the one of the grid user connection request will also be considered** in the same way as reserved and allocated capacity is considered.
- For **already existing/reserved/allocated capacities for storage**, to use “**energy market-based dispatch**” **without flooring for storage.**;

Guarantees provided to Grid User with flexible access

- **BRP perimeter correction :**

Elia proposes to introduce the following mechanism to mitigate the impact of the imbalance price: when Elia sends a Gflex setpoint to a Grid User and that the imbalance price during that quarter hour exceeds a to be defined threshold in the corresponding direction, Elia compensates the Grid User for the impact above the threshold. The mechanism would be symmetric (also applicable to negative imbalance prices).

- **Temporary period definition**

Elia has proposed the following approach for the temporary period in the Code of Conduct:

- 1) The standard periods are defined as proposed in the design note (15, 10 or 5 years depending on the voltage level of the impacted grid elements). In no case the temporary period will be longer than this standard period. This is formulated explicitly in the Code of Conduct.
- 2) In case the infrastructure projects necessary to solve the congestions have reached the status "in study" in the last publicly available planning at the moment the connection contract is signed, the planning of those projects are taken into account in the definition of the temporary period.
- 3) A margin of 2 years on this planning is proposed given that the status "in study" is early in the project's lifecycle and hence can't yet be qualified as a robust planning, as the concept for the project is not always defined. This explains the margin of 2 years.

4) The possibility to request, once for each connection contract, an extension of the temporary period or a postponement of a phase within the temporary period has been maintained but strictly limited to issues related to permits.

- **Reevaluation of the flexibility need**

Based on the feedback from the Market Parties and after further analysis, Elia believes the main benefit of the reevaluation is to evaluate the flexibility needs after cleaning up reserved capacities that will not lead to a connection.

- A single reevaluation can be done following a formal request from the (candidate) grid user in the context of a valid EDS/reserved capacity
- The revision can result in better or in worse flexibility level (Elia estimates this is necessary in order to maintain a balanced approach). Regardless of the result, these updated flexibility levels will replace the previous results and be used for the remainder of the study and connection process.

To give CREG and the (candidate) grid user sufficient time to analyze and decide, the candidate (grid user) must request a revision at the latest at the end of the first validity period of its capacity reservation (120 WD). A reevaluation of the flexibility levels may not result in a longer capacity reservation period.

- **Annual/multiannual cap**

Elia has proposed option 2 in the Code of Conduct (i.e. annual cap carrying unused flexibility over subsequent years) but has introduced a limitation of 3 years for carrying over the volumes. Elia believes this is the most balanced approach, for the reasons explained in the design note with the additions developed in section 5.6

Clarification of operational principles

- **Order of activations**

Elia has clarified and adapted the Gflex activation merit-order. In case multiple connections with flexible access contribute to the same congestion in real-time, the connections for which the cap is not exceeded are selected as follows (considering only their flexible volume):

- Connections with flexible access are first divided in different groups based on their efficiency on the congestion (PTDF larger/lower than a threshold value)
- Within the same PTDF group, the selection is based on the technology:
 1. Storage and grey production together
 2. Green production
- Within each technology group, a Last In First Out (LIFO) principle is applied

If this is not sufficient to solve the congestion, the connections with flexible access for which the cap is exceeded are then considered following the same selection steps as described above. Finally, if this is still not sufficient to solve the congestion, the permanent power of connections with flexible access (within their cap or not) can be considered again following the same selection steps as described above.

6. Comments received during the public consultation

6.1 General comments

SUBJECT	STAKEHOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
General comment	Febeliec	Febeliec reiterates that it appreciates the efforts done to allow earlier connection of projects and agrees that such voluntary choice for earlier connection under certain imitations (in this case, a non-firm connection) should not lead to additional costs and risks to be socialized to all grid users through the tariffs, including redispatching costs	Elia thanks Febeliec for this feedback and Elia agrees with the importance of finding the right balance between the impact for the Grid User connecting and the impact for the tariffs. Elia strived to do so in the design note and in the modifications proposed.
Scope of the design note	COGEN Vlaanderen	De huidige klemtoon in het debat binnen de design nota rond flexibele toegang wordt gelegd op het tijdelijk kunnen aansluiten van nieuwe projecten (hernieuwbare energie, opslag en geëlektrificeerde processen) in afwachting van bijkomende netinvesteringen om ten allen tijde toestanden in N-1 situatie aan te kunnen ("gegarandeerde netcapaciteit"). Omtrent dit uitgangspunt wensen we vanuit COGEN Vlaanderen te duiden dat de aanwezigheid van decentrale, niet-geëlektrificeerde processen, zoals cogeneratie, echter mee kunnen bijdragen tot de optimalisatie van het bestaande elektriciteitsnet (en haar toekomstige uitbreidingen) in zowel N als N-1 situatie, door er voor te zorgen dat de elektrische vraag van Grid Users flexibel blijft. Zodoende kan	In line with our proposal described in section 9.3 of the design note on the Target Model, we share the view that activation of flexibility of all grid users that have the technical capability to be flexible, should be possible and fairly remunerated as it would allow to connect more grid users with the same grid infrastructure or would allow to delay or even reduce the need for additional infrastructure. In line with our statements provided in section 9.5 the exact design modalities of such mechanism should be further defined. Elia will therefore foresee additional workshops with Market Parties, presenting its view on the need for future product and proposing a roadmap to address those needs for evolution.

		<p>de nood om bijkomende netinvesteringen, alsook de bijhorende maatschappelijke kost, beperkt worden.</p> <p>Flexibele, decentrale opwekking van elektriciteit via cogeneratie, ter aanvulling van intermitterende hernieuwbare elektriciteitsproductie uit bijvoorbeeld zon en wind, zorgt niet enkel voor een energie-efficiënte benutting van kostbare, schaarse energiedragers (aardgas, biogas, biomassa, biomethaan, vloeibare brandstoffen, waterstofgas, e-fuels, etc.), maar ook voor een efficiënte benutting van de net-infrastructuur. Deze voordelen van cogeneratie liggen in lijn met de Europese visie op de ontwikkeling van een geïntegreerd energiesysteem en de toepassing van het energie-efficiëntie-eerstbeginsel (EE1st-beginsel) in het kader van de energietransitie.</p> <p>Net als hernieuwbare energie, verdient cogeneratie dus ook de nodige aandacht binnen alle besluitvormingen, zodanig dat het EE1st-beginsel wordt nagestreefd en niet in het gedrang komt. (full references in stakeholder's feedback)</p>	
	<p>BSTOR</p>	<p>As a reminder, in the spirit of the Electricity Directive, contracts with flexible access to the grid should facilitate connection of new entrants, not jeopardize their development by putting unjustified, unmanageable and unbalanced burden and risk on those new entrants as proposed in Elia's design.</p> <p>One of the main reasons for this is that Elia actually mixes up two subjects in the design note:</p> <ul style="list-style-type: none"> - Specific conditions applying to connection contracts with flexible access. - The wider regulatory and operational framework for congestion remedial actions ("RA") and the fact that Elia may need two 	<p>Elia's approach should be understood based on the priorities set by the CREG on developing further the framework for flexible access. Elia explained in the workshops that, in order to provide grid connection solutions with guarantees on the use of flexibility to Grid Users as soon as possible, Elia would first focus on units which have the technical capability to react in real-time, and that complementary solutions for Grid Users who don't have that possibility will be developed in a later stage.</p> <p>Regarding cost-efficiency, the principle is applied after the cap. If it was to be applied to Grid Users with a flexible connection within the cap, it would not be consistent with the principle that costs of congestions created by the Grid User connecting before the grid is ready should be</p>

		<p>types of RA: one ahead-of-real-time RA (redispatching) and a real-time RA (G-FLEX).</p> <p>This second topic should actually not be the subject of the design note. Mixing up both topics leads Elia to treat “G-FLEX as a RA” and “connection with flexible access” as being the exact same thing. This is not, and may in BSTOR opinion not be the case for not creating obvious barriers to new entrants. There is absolutely no justification why grid users with flexible access would be the only grid users taking (compulsory) part to G-FLEX, nor why G-FLEX would be the only way to use the “compensation free” flexibility from “flex-GUs”, which explicitly goes against provision of Regulation 2017/1485 to always uses most cost-efficient remedial action first.</p>	<p>borne by that Grid User to provide the right incentive to connect at the right place and at the right time.</p>
<p>Applicability to demand facilities</p>	<p>Febeliec</p>	<p>Standalone vs integrated project</p> <p>Febeliec still does not completely grasp which elements are applicable to demand, how the product will be designed, what will be applicable to embedded generation and storage (as opposed to stand alone generation and storage, the impact on the grid is different)</p> <p>There is a substantial difference in impact on the grid of standalone projects or integrated projects. The impact of a storage, demand or generation facility on an existing (industrial) site will have a totally different impact on the grid, as additional measures can be taken and/or synergetic effects would apply. Nevertheless, this element is currently completely absent from the design note.</p>	<p>In the specific context of the connection of storage or local generation within an existing demand facility and without adaptation of the PPAD of this demand facility, no active power flow constraints need to be verified in the context of the connection study. Grid studies for the validation the connection would then be limited to the verification that no short-circuit power, voltage & reactive power other dynamic constraints are needed. In case the connection study requests an adaptation of the connection capacity (PPAD), the study will focus on the impact of active power exchange above the existing connection capacity of the total upgraded sites following the same approach as for a new industrial site with mixed installation.</p> <p>In the context of a modification of an existing installation of renewable generation for which a specific production profile was considered in the context of the connection contracting, the new constraints could be identified below the existing maximum capacity (but above the existing firm capacity) linked to the new profile of the total upgraded sites.</p>

			<p>Finally, Elia would also like to remind that we will further discuss the cases of mixed sites during the workshops planned in Q4 2024.</p>
		<p>Febeliec misses a bit the overview of which costs would be taken into account, as it is clear that a large part of the incurred costs for such (industrial) consumers is related to other markets than the electricity/energy markets and these should be taken into account</p>	<p>Elia specifies that the focus of the design note was on production and storage units and that specific discussions related to (industrial) consumers will take place in the context of Elia's Target Model about flexible access.</p>
		<p>Dedicated products for load</p> <p>Dedicated products should be developed for demand: certain product design elements which could be appropriate for generation or storage would not match very well with demand, a.o. because of reaction times that go beyond the technical capabilities of most if not all demand facilities.</p>	<p>Elia fully agrees with Febeliec. As explained during the workshop, demand facilities that have the capability to react in real-time can benefit from the new framework. Elia is aware that this doesn't cover all the needs. Therefore, we have to collect and analyze the needs and constraints of Grid Users for whom real-time flexibility activations are not possible. Those discussions are ongoing and will eventually result in the definition of new congestion flexibility products, which are part of the Target Model.</p>
		<p>The proposed approach with setpoints every 10 seconds would lead to a very high workload and impact for grid users, in particular demand and industrial sites with assets under a flexible connection agreement</p>	
		<p>Such fast setpoints and required reaction times would presumably lead to the impossibility for demand to agree with flexible connection agreements, thus rendering in result this whole reflection exercise and design useless. Febeliec remains of the opinion that the note focuses mostly on (intermittent) generation and storage, and does not properly address the needs and capabilities of demand units, thus de facto potentially delaying important investments (e.g. related to the expected transition goals).</p>	

Tariff discount	Febeliec	Given that majority of the grid costs are paying by consumer through their grid tariffs, a tariff discount should apply to consumer with a flexible access	<p>Elia understands the reasoning from the Grid User's perspective, as the infrastructure is not yet fully ready. However, an important principle of the flexible connections is to give the incentives to Grid Users to connect at the most appropriate place on the grid. For the temporary period until the grid is reinforced, giving a tariff discount would go exactly against this incentive.</p> <p>In the Target Model, for the flexible access beyond the temporary period, this topic will be investigated more in detail, especially for the demand facilities which could benefit from a tariff reduction instead of being remunerated for the activations.</p>
	FEBEG	Regarding the tariffs, as FEBEG we have already stressed that, for FEBEG, grid users who need to accept a flexible connection should get a discount, since they don't get the same service as other grid users	
Target Model	FEBEG	<p>Overall FEBEG supports the approach proposed by ELIA*, as it is only logic to strive for the societal optimum</p> <p>(*This comment related to the "Target Model for Grid User flexibility in grid planning & operations")</p>	

6.2 Comments on the regulatory framework (Section 2 from Design Note)

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Harmonization of regulatory framework	FEBEG	<p>FEBEG support harmonization in principle so long that it is done in a non-discriminatory manner. The proposal of ELIA of harmonizing the rules in line with current legislation in the Walloon region (where new connected renewables or grey production have priority over storage) is not acceptable, as it clearly goes against the principle of non-discrimination in the first place. Indeed, the overall costs of activation should be minimal, therefore, a merit-order approach is needed</p>	<p>The AGW proposal of the CWaPE of 31/07/2023 foresees 2 options to activate units in case of congestion :</p> <ul style="list-style-type: none"> - an activation principle based on a predefined list of types of units complemented by a LIFO principle for which a derogation is possible to minimize costs (on distribution level). - an activation principle based on the highest PTDF (on transmission level). <p>Elia proposes to activate based on the PTDF first, then based on the type of unit and ultimately based on the LIFO principle (see updated proposal in section 5.7).</p>
	BSTOR	<p>BSTOR develops a 5-pages regulatory argumentation, with following main elements / conclusions (full text is available in BSTOR's feedback):</p> <p>1.1 Electricity Regulation 2019/943 on Redispatching</p> <p>BSTOR understands (but this is to be confirmed by Elia) that Elia considers G-FLEX as a Remedial Action falling under the concept of redispatching, as defined in Article 2-26 and 13 of Electricity Regulation.</p> <p>[...]</p> <p>1.3 Electricity Directive 2019/944 on connections with flexible access</p> <p>[...]</p> <p>Conclusion: this Article explicitly prohibits any kind of discrimination between storage and generation, in general in the connection process, and in particular when offering connections with flexible</p>	<p>1.1 Electricity Regulation 2019/943 on Redispatching</p> <p>The GFlex product is to be understood based on article 42 of the Electricity directive 2019/944 and article 6a of Directive (EU) 2024/1711 amending the Electricity directive. These define a specific framework for flexible connections that is different from the one for remedial actions as in article 13 of the Electricity Regulation 2019/943. Therefore, principles from article 13 are not de facto applicable to flexible connections. Nonetheless</p> <p>1.3 Electricity Directive 2019/944 on connections with flexible access</p> <p>On the non-discrimination principle from article 42.2 we deem it as respected to the extend flexible connections do not discriminate between types of grid users. Indeed, we propose flexible connections for all types of grid users. Regarding the barriers to new entrants, we refer to other answers on more specific paragraphs of BSTOR.</p> <p>1.4 ACER's opinion on applicable exemption to market-based redispatching in Belgium</p>

	<p>access, which should be seen as tool providing for cost-efficient connection of generation and storage in order to foster their development. In any case rules for granting such contracts with flexible access may not create undue entry barriers to new entrants.</p> <p>1.4 ACER's opinion on applicable exemption to market-based redispatching in Belgium</p> <p>In the document "Demand response and other distributed energy resources: what barriers are holding them back?" published by ACER on 19/12/2023, ACER states that: "it is in the spirit of the Clean Energy Package to set market based re-dispatching (i.e., local markets for congestion management) with only four exceptions: no market-based alternative is available, all available market-based resources have been used, lack of competition or predictability of network congestions (Article 13 of the Electricity Regulation). At transmission level, TSOs use non-market procurement for re-dispatching in eleven Member States. Their reasons for not implementing a market-based procurement method are found to be in line with the exceptions allowed by the Clean Energy Package, except in Belgium and Slovakia."</p> <p>Acerc's opinion is crystal clear: Belgium High Voltage Grid does not fall under the conditions listed under Article 13-3 of the Electricity justify an exemption to market-based redispatching.</p>	<p>This comment is out of the scope of this public consultation given the answer provided in 1.1. Still we would like to inform BSTOR that Elia has submitted a derogation request to CREG in order to implement cost-based redispatching in Belgium based on article 13.3 of Regulation EU 2019/943. The derogation request has been approved by CREG's decision (B)2752 of February 29, 2024. ACER's opinion in the quoted survey seems not to have considered all the necessary input to come to an informed assessment about the situation in Belgium.</p>
--	--	--

6.3 Comments on the notion of flexible access and early connection (Section 3 from Design Note)

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Notion of flexible access and early connection	ODE/Edora	ODE/EDORA are in favor of the principle of having the option to agree on a flexible connection agreement pending a grid investment if there is not enough grid capacity available	Elia thanks ODE/Edora for this feedback.
Flexible access and early connection for demand facilities	Febeliec	A connection with a non-permanent character will for most industrial sites be a very negative element in investment decisions (apart from certain very specific voluntary instances), as most industrial processes prefer stability. In some cases, measures can be taken to accommodate flexible access but as mentioned above there are also trade-offs linked to those.	As mentioned in the design note, development plans are proposed to ensure decarbonization of industries and the subsequent electrification of industrial processes. Regular data collections and touchpoints are organized by Elia with grid users. This collection of information aims at anticipating the needed grid reinforcements and aims at proposing firm connections to demand users. Additionally, the process of formal connection request and connection contracting, if triggered in due time to allow for grid reinforcements to be realized, ensures firm connection for demand users.
		Febeliec most strongly insists that any such non-firm connection of industrial consumers should however be to the extent possible exceptional, limited in time and clearly delineated, unless explicitly otherwise agreed.	
		It would be unacceptable that existing demand facilities would involuntarily see their connections be moved from a guaranteed to a flexible status, as this would greatly jeopardize their operations. However, Febeliec could accept the voluntary modification of connection agreements towards a non-guaranteed volume if such would be acceptable for an industrial consumers, e.g. because of differentiated grid tariffication	Elia would like to clarify that it's not the objective that existing demand facilities would involuntarily see their connections be moved from a guaranteed to a flexible status. Regarding the voluntary modification of connection agreements towards a non-guaranteed volume if such would be acceptable for an industrial consumer, this is a discussion that will take place in the context of the Target model
Flexible access and early connection for renewables	ODE/Edora	Renewables projects cannot choose their project location (and therefore cannot always ask a connection where there is available grid capacity)	This is well acknowledged and taken into account in the proposed approach. As mentioned in section 9.4, in the context of the elaboration of the development plans, a network

			<p>infrastructure is proposed in order to reach well defined objectives of energy mix for Belgium and its regions. These scenarios include the expected localization of future renewable projects. With this network infrastructure, foreseen demand and generation capacities of this energy mix will be connected with no or very limited flexibility. However, and this is of prior importance, perfect forecast of localization and timing of the connection of demand and generation capacities cannot be performed. The development plans are therefore designed in a robust manner for different scenarios of localization of demand and generation capacities. As an example, a local grid infrastructure is proposed to host a realistic scenario of a best estimate local potential of renewable generation and a best estimate local potential of demand electrification. After the publication of the development plans, the planning of realization of infrastructure is adapted regularly based on the latest updates of the local and global scenario in order to both prioritize the connection of the allocated capacities and in order to delay investments which were planned for grid robustness in case these scenarios do not materialize. This could then lead to the exceptional need to temporary flexibilize connection requests which falls within the initially identified potential. It is therefore of importance to, as soon as possible in the elaboration of a renewable generation project to formally request a connection capacity to the grid.</p>
--	--	--	---

6.4 Comments on the connection process (Section 4 from Design Note)

A Working Group Belgian Grid session fully dedicated on the connection process took place on the 28/08/2024. The comments and feedback from the Market Parties were discussed in detailed and led to adaptations of the design.

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
General comments	Febeliec	Febeliec considers that the proposal is not mature enough to be consulted and therefore only provide preliminary remark (its position could still evolve)	As mentioned above, based on the remarks gathered during the public consultation, another WG Belgian Grid is held to further align on the design. The conclusions of this workshop are taken into account in the Code of Conduct.
	FEBEG	FEBEG appreciates the proposal of ELIA to develop the possibility for existing Grid Users to ask a connection request through its client portal, this would indeed save time on both sides.	
		FEBEG therefore welcomes ELIA's proposal to include clarifications on the connection process in the scope of the present design note and in the proposition of Code of Conduct that will follow. However, FEBEG believes that further discussion will be needed before these elements can be adapted in the Code of Conduct. FEBEG requests ELIA to continue its alignment and coordination with the Grid Users, since many of the proposals are not yet mature and require additional discussions	As mentioned above, based on the remarks gathered during the public consultation, another WG Belgian Grid is held to further align on the design. The conclusions of this workshop are taken into account in the Code of Conduct.
BSTOR	Request for connections for battery storage is subject to fierce speculative behaviour leading to much higher requests for allocating/reserving capacity than the capacity that can be in the end realistically connected to grid. As a result new connection requests for storage will get contracts offered with highly flexibilized access for reasons that have nothing to do with the actual full and direct increase of congestion risk by the request, but are mainly related to the fact that the potential for storage is (artificially, no	Elia would like to remind that the updated proposal for the client connection and capacity reservation processes (f.e. the limited EDS validity period and the bank deposit for the allocated capacities) aims at limiting reservation and allocation of capacity without concrete realizations.	

		<p>one knows if corresponding capacity ever will be developed) exhausted with sometimes on top of, large (and also artificial) allocated/reserved capacity.</p> <p>BSTOR comes to the conclusion that the changes proposed by Elia if the connection process fail to satisfyingly reach two objectives that according to BSTOR should drive those changes, being:</p> <ul style="list-style-type: none"> - To put Elia in a position to provide an answer (id est a connection contract) to grid users within anticipable and decent (id est within a period of time of about 1 year max) time after initiation of the connection request. - To provide for decent monitoring and filtering principles to avoid that capacity is unduly reserved/allocated and to reflect such in the way cap is defined in contracts for flexible contracts to avoid individualizing costs that are in essence mutual and unnecessarily deteriorate economic viability of such grid users with flexible access. <p>BSTOR believe that those objectives could be much better satisfied without unacceptable additional workload by Elia through below alternative proposal which also aims at increasing the transparency of the process to acceptable levels.</p> <p>(Alternative proposal made by available in their reply)</p>	<p>Elia would like to thank BSTOR for its contribution with an extended and detailed alternative proposal. Based on several feedback and discussions held during the workshop after the public consultation, Elia has adapted its proposal for the connection process taking into account the main concerns expressed by the market parties and by BSTOR in particular. Those adaptations answer to the main objectives stressed by BSTOR, i.e. :</p> <ul style="list-style-type: none"> - ensure a clear, decent, transparent and anticipable lead time to get to a connection proposal by introducing firm deadlines for the exchange of information between Elia and the (candidate) grid user and for the delivery of the study results - avoid gaming and “shadow” capacity reservation by some grid user - that would negatively impact the projects of other grid users - by demanding the (candidate) grid user to provide Elia with extra information (f.e. contact with terrain owner) and guarantees in order for Elia to be able to perform control and monitoring of the reserved and allocated capacities. <p>Elia also intends to bring the needed modification to the connection contract in order to be able to guarantee that all the allocated capacities are duly and effectively used by the grid users and to have the possibility to retrieve (part of) the allocated capacity if it is clearly established that the allocated capacity is not intended to be used</p>
<p>Serial approach / linked studies</p>	<p>Febeliec</p>	<p>Serial approach could lead to very long delay for delivery of EOS and EDS and final signature of contracts. The proposed approach could lead to unacceptable for getting study results (even some years) and mainly advantages Elia's operations but doesn't consider reality of grid users' investment cycles</p>	<p>During the workshop held after the public consultation, the serial approach is discussed. The conclusion was to abandon the serial approach in order to limit the impact on the delivery time of the orientation study.</p>
	<p>FEBEG</p>	<p>For EOS a worst and best case scenario for flexibilization resulting from the orientation study is a better approach than freezing assumptions and linking studies (and thus long waiting times)</p>	

	ODE/Edora	<p>In case there are other linked EOS ongoing, Elia should provide:</p> <ul style="list-style-type: none"> • The available capacity without taking these other EOS into account • The information that there are other linked EOS (or EDS) currently ongoing, and that this capacity is thus at risk • - If possible, the maximum and minimum capacity that could be obtained, depending on those other linked EOS/EDS 	
	FEBEG	<p>Serial approach for study (EDS)</p> <p>For detailed studies we consider that while the advantage is that there is a guarantee that the results are valid at the time of sending the study report, the consequence of this approach - in case of linked studies the defined timing will be depending on the number of linked studies - should be further discussed and assessed before adoption. For FEBEG, a reasonable timing is essential to ensure that market participants are still capable and motivated to start new projects. For example, FEBEG considers that “benefits of scale” could be found when 2 or 3 projects are in an EOS phase for the same area in the grid, where, for example, the 2nd and 3rd study could take (much) less than 40 WD.</p> <p>It would be advisory to have a clear view of the amount of applications for studies that are placed and also to have an update if the delivered studies have become obsolete due to termination of time validity</p>	<p>In the design note, the serial approach was only introduced for orientation studies. For a detailed study the grid study results are valid at the time of sending the study report.</p>
Maximal delay for grid connection studies	FEBEG	<p>FEBEG doesn't agree with the scrapping of the deadlines in its entirety and thus pulling the brakes on the energy transition. ELIA should instead dedicate sufficient resources to be able to respect the deadlines, and be incentivized to deliver them on time. In the</p>	<p>During the workshop held after the public consultation, the timing of an orientation study is discussed. Elia agrees to adapt the design note and define a clear and transparent timing for an orientation and detailed study. Due to the large increase in study requests (multiplication by a factor 5 over the last 4 years), the increased complexity of the studies</p>

		<p>current proposal grid users could wait years for their grid studies which is completely unacceptable</p>	<p>as well as of the reference context (flexible access, modernization, ...) Elia proposes 120 WD for an orientation and detailed study.</p>
<p>ODE/Edora</p>	<p>ODE/EDORA objects to the removal of the maximum delay for the execution of studies. The result of the EOS should be delivered within the allowed timeframe</p>		
<p>Bank deposit for allocated capacity</p>	<p>Febeliec</p>	<p>Regarding the proposed bank deposit during this process, while Febeliec appreciates that Elia tries to avoid reserved but unused and thus also unpaid capacity on its grid (meaning that the costs is socialized through the grid tariffs to all grid users except the grid user who has reserved but unused capacity), Febeliec regrets that this will not solve anything for the historically reserved but unused capacity. Moreover, the proposed approach with a bank guarantee and the proposed formula are unacceptable, as the approach does not necessarily reflect the realization of investment projects and the amount becomes quickly prohibitive, thus creating an investment barrier. It is also very unclear what the impact would be if delays would be the result of issues on Elia's side, as it is clear that there should not only be correct signals for Elia to ensure its timing but also grid users should not additionally be negatively impacted through bank guarantees for such delays. Febeliec remains open to discuss this further and has already suggested alternative solutions, including the application of clear milestones.</p>	<p>During the workshop held after the public consultation, the bank deposit is discussed. The conclusion was that the principle of introducing a bank deposit is acceptable. However, the formula needs to be adapted (too high) and the details need to be further discussed. The Code of Conduct will only introduce the bank deposit, the details will be part of the connection contract. The idea of introducing milestones will be partially covered by the connection contract.</p>
	<p>FEBEG</p>	<p>FEBEG agrees that some kind of bank guarantee can be useful to prevent unnecessary blocking of capacity. However, the amounts proposed by ELIA right now are far too high and easily reach millions of euros, especially for projects with longer lead times. FEBEG considers that 10% of the proposed amount of ELIA seems more reasonable. There should also be a cap on the total amount of the bank guarantee</p>	

		<p>ELIA mentions in its proposal that “If the project is realized but delayed, ELIA keeps the yearly bank deposit amount for each full year of delay and reimburses the rest.” It should be made explicit that if the delay is caused by ELIA itself (e.g. delays on cable works or at the connection bay in the substation), the amount will still be reimbursed fully.</p>	
	Yuso	<p>The bank deposit is currently calculated using the grid access fees as a reference. This raises the question of whether a storage asset, which has an exemption for the first 10 years, will still be required to pay this bank deposit. Moreover, the proposed calculation of the bank deposit seems rather high. It might be more logical to base it on the connection cost, a portion of which is due shortly after the connection agreement is signed, rather than on the grid access fees. Additionally, since there is already a bank deposit required to participate in the CRM Auction, a double bank deposit might not be reasonable. It also seems impractical to require a bank deposit for the period when Elia is physically unable to connect the grid user. For instance, if a detailed study concludes that the grid user can only be connected in 2030, it would be unreasonable to require the yearly bank deposit to be paid to Elia before this date. Finally, it appears inequitable for a storage unit to have to pay a double bank deposit for both injection and offtake</p>	
	ODE/Edora	<p>ODE/EDORA believe the asked bank deposits are way too high and will put an extra and unnecessary burden and increased financial risk on the grid user</p>	
Capacity reservation : difference in timing for load and production/storage	Yuso	<p>We advocate for a similar treatment of load and other types of connection. Nowadays, load receives its capacity reservation at EDS request while BESS only at the reception of the results of the EDS.</p>	<p>The design note not explicitly mentioning this. However, the grid connection study methodology states that from the EDS request the capacity should be taken into account. During the workshop held after the public consultation it is stated that this will be adapted in the Code of Conduct.</p>

	<p>BSTOR</p>	<p>Storage cannot reserve capacity at the same time as a load, while directly competing on the off-take bend. Load gets capacity reserved upon ordering of the EDS, storage upon delivery of the EDS (from which timing isn't guaranteed and can massively exceed the regulatory delay). Next to the fact that it is making it impossible to define the reference context for the grid study under the EDS and therefore makes the whole process unmanageable for Elia (as long as the EDS isn't delivered to storage, reference context can still be updated by any EDS request for load), this is according to BSTOR a second, this time obvious and explicit discrimination of storage that must be removed. Nothing justifies such difference in treatment. Capacity to be allocated to load either storage is already arbitrated in the definition of the preidentified potential. Beyond such potential, deviating from the FCFS principle can in no way be justified and obviously causes discriminative entry barriers.</p>	
<p>Limited prolongation of capacity reservation</p>	<p>FEBEG</p>	<p>It should be noted that permitting issues on projects can take much longer than the two times 120WD proposed by ELIA, so many projects will sign connection agreements before reaching financial close. Grid users should remain flexible on when to request ELIA to order equipment once they reach FiD and can submit an NTP to ELIA. FEBEG requests that a more practical and</p>	<p>During the workshop held after the public consultation, the prolongation of capacity reservation is discussed. The conclusion was that 120 + 120 WD is acceptable in case some specific rules are considered not to lose the bank deposit (for example in case of permitting issues).</p>

		<p>'case by case' approach is put in place, to consider particularities of the project. If the project developer can demonstrate that the project is still very much viable and that delays are due to reasons which cannot be controlled by the (candidate) Grid Users (legal issues, permitting) there should be an option to extend further the period (beyond the proposal of two times 120 WD).</p>	
	<p>ODE/Edora</p>	<p>ODE/EDORA agree on the principle that grid capacity should not be reserved indefinitely while not being used. On the proposal to limit the reservation period to two times 120 working days, ODE/EDORA can not agree since this period is far too short for projects that often have long permitting procedures</p>	

6.5 Comments on the procedures and criteria for client-connection studies (Section 5 from Design Note)

During the public consultation of the design note, stakeholders have provided their feedback on the methodology for the grid connection studies and have expressed that the methodology seem too conservative leading therefore to unnecessarily high flexible volumes.

Based on stakeholders' feedback, Elia:

- Has proposed a process to reevaluate the flexibility needs;
- Has clarified the reasons behind some hypotheses taken;
- Has proposed adaptations of some hypothesis to take into account stakeholder's feedback;

In her methodology to calculate the additional congestions appearing with the presence of this new connection, Elia has to take several input-hypothesis on future evolutions of the electricity landscape such as:

- The reserved and allocated capacities (for other projects) considered;
- The profiles used for the reserved and allocated (existing or new) grid users;
- Expected connection date and growth potential of other technologies.

Elia wishes to remind that input hypothesis will per definition deviate from the reality (even more where estimations are made one decade in advance in a changing electricity context) ; some of them would induce overestimation while other under-estimation. The purpose of the methodology is to provide a balanced and reasonable manner to estimate the flexibility volumes, trying to avoid too much overestimation which is costly for the candidate grid user but also too much underestimation which leads to unfair socialization of costs. Hence a balance between hypothesis that are “on the safe side” and hypothesis that lead to under-estimation of volumes should be maintained.

Reserved and allocated capacities

In her connection studies for the request of a new connection, Elia takes into account all reserved or allocated capacities for other connections to calculate the cap. Today, with the recent important increase of connection requests, sometimes for projects in competition with each-other, it is not certain that all the reserved and allocated capacities will materialize in new connections. In addition, the capacity reservation can easily be prolonged. Consequently, today the reserved or allocated capacities that are considered in the connection studies can be very high and, if of the same technology, can result in high values of “CAP”.

Elia believes that taking all reserved/allocated capacities is the right approach as Elia has no means to know and shouldn't have to judge on a case-by-case basis which projects have a chance to be realized and which not.

To improve the quality of the forecasted scenario and forecasted CAP, Elia proposes:

- To adapt the grid connection process with aim to eliminate reserved and allocated capacity having a low probability of realization: This can be achieved by reducing the maximum duration of a capacity reservation and to require a bank deposit for its allocation at the connection contract signature.
- To give the possibility to the Grid User to ask for one re-evaluation of the flexibility level of his connection (only during the first 120 WD's of its capacity reservation – see description of the detailed process in section 6.6 of

the report). This reevaluation once there is more clarity on the projects that will be concretized would provide more accurate and realistic flexibility levels to the Grid User.

Growth potential

As described in the design note, Elia considers the connection timing of the growth potential difficult to estimate and takes therefore a worst-case approach to avoid over-socialization of costs: i.e. growth potential that reduce the congestion risk (meaning potentials in the opposite direction) are assumed to be connected after the temporary period.

Additionally, Elia already proposed in the design note to further improve the transparency and quality of the forecasting of growth potentials with the involvement of stakeholders in the context of a “Task Force Scenarios” and to publish not only potential at national level but also at a more local level.

Following stakeholders’ feedback, Elia proposes the following approach:

- To improve the quality of localization and timing of development of growth potential for all technologies (as indicated in design note).
- To adapt the methodology and to consider the growth potential of technologies other than that of the grid user connection request in the same way as reserved and allocated capacity is considered. This would imply accepting socializing cost in case of forecasting uncertainties.

Profiles for existing, reserved and allocated storage connections (other than the connection request)

In the connection study for a new storage connection, the current methodology uses for each direction (injection or offtake) a profile representing the **behaviours** of all existing, reserved and allocated storages in the zone of influence of the requested new storage. This profile is based on an “energy market-based dispatch” and is limited to 0 MW in the opposite direction than the direction considered. This acknowledges the fact that uncertainties remain in the forecasting of storage **dispatching**. This allows to not rely on other (incl. low realization probability) reserved capacities to fictively increase the grid hosting capacity by – in the same region – immediately absorbing the energy produced by the storage unit for which the new connection is being studied, or vice versa.

Some market parties consider this approach as too simplistic, and conservative given that all storage will not have a synchronous **behavior** (due for example to different revenue streams in the DA, ID and RT implicit or explicit balancing markets). No market parties are able to propose a better forecasting approach for LT planning.

Elia acknowledges that this model could be improved in the future. However, no better alternative exists to model storage in LT Grid Planning today. Therefore, Elia proposes the following approach:

- To adapt the grid connection process with aim to eliminate reserved and allocated capacity having a low probability of realization;
- To use “energy market-based dispatch” **without flooring** for storage, **and therefore** accepting that cost could be socialized;
- To ensure that real-time congestion management can be done within the permanent band in order to deal with the uncertainties arising from less conservative study assumptions.
- In the mid-term, to develop other **modelling** approaches for storage with the support of stakeholders and based on experience feedback of the already installed storage capacities.

Profiles for existing, reserved and allocated load

In the design note, the profile of the existing load is kept but scaled to their PPAD. This approach is deemed to be reasonable given that those customers are paying for their PPAD and have the right to reach their PPAD at any time.

Doing otherwise would imply the impossibility for the existing load to consume up to his PPAD and would imply to sell the same hosting capacity to different Grid Users.

Additional considerations regarding the input hypothesis taken for the studies

While some dimensions of the methodology are “on the safe side” for the grid it is nevertheless important to also remind that for some other dimensions this estimation exercise would inevitably result in a lower estimation of flexibility volumes compared to those needed in real time.

For example:

- The connection studies consider the initial grid in its “N state” (where all grid elements are available, except for already planned outages works foreseen in the 3 upcoming years) and simulate load flows in N and in “N-1” state (with different elements missing). In operations, there are inevitably very often grid elements in the zone of influence which are out of service for maintenance, outages, works or other reasons... but still system security must be guaranteed in case of subsequent N-1 (outage of one additional element). This means that the studies provide per definition more optimistic results.
- Balancing is not modeled in the grid connection studies. If batteries react to implicit and/or explicit balancing signals in the same direction, they might do this all together, which could lead to important congestions that are not simulated at the grid study stage.

Conclusions and proposed way forward

The purpose of the methodology is to provide a balanced and reasonable manner to estimate the flexibility volumes, trying to avoid too much overestimation which is potentially costly for the candidate grid user but also too much under-estimation which leads to unfair socialization of costs, or even the impossibility to safely operate the system⁷. Hence a balance between hypothesis that are “ on the safe side” and hypothesis that lead to under-estimation of volumes has to be maintained. Elia believes this balance can be achieved with the methodology presented and the modifications brought as a result of stakeholders’ feedback. Elia would also like to remind that operational constraints will be set on a grid user only if the identified need of the power system effectively materializes in real-time. The effective flexibility to which the Grid User will be subject can therefore be lower than the calculated cap is the assumed hypothesis would appear to be too strict.

Finally, Elia is ready to analyze and reevaluate in concertation with stakeholder's whether other improvements of the methodology are possible if systematic important deviations between estimations and reality are observed that are due to the methodology.

⁷ Especially for the regional grid, if the Grid User received a firm access and that there aren't alternative congestion management means.

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Reference context	Febeliec	Febeliec wonders whether the approach with the reference context is not overly conservative, meaning that in case certain assumptions from government policy would not materialize, projects would unduly be delayed or given a non-firm connection with a potential negative impact on the investment decision and/or conditions	<p>Elia aims at proposing a balanced approach where:</p> <ol style="list-style-type: none"> 1. Grid Users are incentivized to anticipate their connection request and to connect at the best possible place on the grid. 2. Grid Users receive guarantees on the impact of connections with flexible access 3. A socialization of costs (via the grid tariffs), resulting from the created congestions is avoided or at least mitigated. 4. Already allocated or reserved capacities for existing or potential Grid Users shall be honored. In other words, a new connection proposal cannot impact existing or reserved capacities, by rendering its connection to the grid or the usage of its capacity impossible. <p>It must also be recalled that the proposal does not only include an approach for connection contracting but also an approach for activation of flexibility which will only set operational constraints on a grid user if the identified need of the power system effectively materializes in real-time.</p> <p>The proposed methodology is based on the assumption that the proposed adaptations of the grid connection process with aim to eliminate reserved and allocated capacity having a low probability of realization are put in place. This measure is expected to be achieved by reducing the maximum duration of a capacity reservation and to require a bank deposit for its allocation at the connection contract signature. Additionally, as proposed in the design note, Elia proposed to work at improving the quality of localization and timing of development of growth potential for all technologies. With this improvement made, Elia could then adapt the connection study methodology and to consider growth potentials (of</p>
	BSTOR	The cap under which there is no compensation is defined through a currently proposed methodology which is not meant to investigate consequences of a connection in a “best estimate of the most likely situation” but under a “worst case what if situation” in terms of flows on the grid: what if all existing grid users shift their demand to PPAD; if load, storage and generation evolve as per the pre-identified potential behind the federal grid development plan, with load/injection profiles as assumed by Elia; and if on top of that all allocated and reserved capacity is actually connected in due time, with load/injection profiles as assumed by Elia. Unless if all these “what ifs” turn to be true in reality (which is totally unlikely), the cap defined as per current methodology will be significantly higher than the true “full and direct” contribution to congestion risk by the grid user, since such cap is defined using a “reference context” which is much more “congestion prone” than the most likely reality. As a result: the way the cap is defined in current methodology already inherently individualizes costs on flex-GUs	

	<p>that are fundamentally mutual and this must be taken into account, mitigated and in any case not worsened, for not creating a fundamental imbalance in the scheme putting excessive and unjustified burden on grid users with flexible access.</p> <p>The pre-identified potential behind the federal grid development for a certain type of request can be exhausted by allocated/reserved capacity that in the end will never be developed. Even if requesting a bank deposit could help “cleaning up” such “dead weight” (which in BSTOR’s opinion won’t be sufficient, see §2.3), there will always be a lead time of few years before allocation of capacity and freeing up of the capacity that in the end won’t be developed in the assumptions for the grid study a grid user with flexible access, which will be too long for providing grid users with cap value than not include such fundamentally mutual risk at the moment where entry barrier is the highest: when an investment decision must be taken. BSTOR believes it is fundamentally wrong to pretend that the optimal cost-benefit ratio for the society is to have all risks related to as to whether the allocated/reserved capacity materializes or not fully individualized on grid users with a request “later on in the queue” and that next to measures needed to reduce such risk, the principle of non-mutualization of costs related to individual risks must be applied with sufficient flexibility (meaning compensation may apply under certain conditions, even within the cap)</p> <p>Request for change 13 :</p> <p>Whether requests are within or without the potential (within the potential, it should not be relevant since a grid user should get a grid study with permanent access without needing a grid study to</p>	<p>different technology than the one of the grid user requesting a connection) the same way reserved and allocated capacity are considered (i.e. considered present regardless whether this potential leads to an increase or a decrease of the hosting capacity). This updated approach would provide a more accurate estimation of the cap but also could lead to higher risk of socializing costs due to forecasting uncertainties. It is therefore also important that real-time means to alleviate congestion in real-time are available even beyond the cap or below the Pperm. Therefore, Elia proposes that (remunerated) real-time power modulation for congestion management within the permanent band is possible for all generation and storage systems with flex access.</p> <p>Finally, critics were raised for profiling reserved and allocated storage systems, especially the limitation of the energy-based market profile to 0 MW if this profile would virtually increase the grid hosting capacity for the connection request. With the acceptance of a higher risk for socializing cost and taking into account the above-mentioned changes, Elia proposed to use a pure "energy market-based dispatch" for profiling all reserved and allocated storage system.</p> <p>With regards to the profiles used for storage systems for which the connection request is being analyzed, the proposed approach is fully coherent with the approach proposed for demand (constant absorption profile) and dispatchable generation (constant production profile). Which such an approach, in case of firm capacities, no operational constraints are imposed on the grid users regarding their use of the allocated capacity.</p>
--	--	--

		<p>be performed), the potential in the opposite direction of the request should always be considered in grid studies. It is absolutely unreasonable to let individual grid users individually bear the risk of the actual development of such potential (and the order of the connection requests corresponding to this potential, which could have a huge impact on flex caps computed).</p>	
	<p>ODE/Edora</p>	<p>ODE/EDORA argue it is not realistic to calculate the congestion risk and the cap based on all contracted capacities. There should be a more realistic approach to calculate this since just adding up all contracted capacities or PPAD, in the case of batteries also with unrealistic profiles, will lead to much higher caps than necessary</p>	
	<p>FEBEG</p>	<p>FEBEG considers that the “first come first served” approach should be the standard practice. FEBEG is not convinced that alternative approaches offer significant advantages. Using scenarios is in our view very risky, since it is very hard to predict the future developments and new projects (where will onshore wind or battery installations be connected?).</p>	<p>In the context of the elaboration of the development plans, a network infrastructure is proposed in order to reach well defined objectives of energy mix for Belgium and its regions, in line with the ambitions and plans determined by the government(s). With this network infrastructure, foreseen demand and generation capacities of this energy mix should be connected with no or very limited flexibility as long as this infrastructure is not used by other, not foreseen capacities.</p> <p>An approach of a pure first-come-first served, regardless of the capacities of the future energy mix would not allow to guarantee the needed hosting capacity for the envisioned energy mix, and would not allow for a harmonized build-out of the grid as required by the Code of Conduct. However, and this is of prior importance, a perfect forecast of localization and timing of the connection of demand, generation and storage capacities is impossible. The development plans are therefore designed in a robust manner for different scenario of localization of demand and generation capacities, while keeping the risk of overinvestment under control.</p> <p>However, within the growth estimate defined for a specific technology, the principle of first-come-first-served is applied for new connection requests. Similarly, also for remaining hosting capacity on top of the identified growth estimates, a technology agnostic first-come-first-served is applied.</p>

			<p>Finally, the planning of realization of infrastructure is adapted on yearly basis based on the latest updated of the local and global scenario in order to both prioritize the connection of the allocated capacities and in order to delay investment which were planned for grid robustness to scenario in case these scenarios do not materialize. We therefore believe that the proposed approach by Elia cannot be reduced to an approach based on a perfectly forecasted best-estimate scenario and takes as well into consideration the principle of first-come-first-served.</p>
		<p>FEBEG requests that the approach in any case should be very transparent, avoid that ELIA can allocate capacity where there is a risk that projects will not materialise, and ultimately, allow for the market to decide which projects are needed and where the best locations are for such projects.</p>	<p>Elia shares the view on the need for transparent hypothesis. As mentioned in the design note, "in preparation of the Federal Development Plan 2024-2034 and subsequent regional network development plans, Elia established in 2021 the "Task Force Scenarios" as a consultative body for the development of future scenarios used in power system analysis. The Task Force aimed at co-creating storylines & scenarios for electrical demand and supply, both qualitatively & quantitatively for the use in studies performed by Elia. The final deliverable of this scenario creation process is the publication of a Belgian scenario report that serves as input for the above-mentioned studies. The "Belgian Electricity Scenario report" was ultimately published in the beginning of 2022. Given the broad positive stakeholder feedback, Elia is committed to undertake such a scenario co-creation trajectory to construct the scenarios for each upcoming update of the Federal Development plan." These exercises were in the past mainly focused on aggregated capacities at Belgian or regional level but could, in the future, be extended to local potential definition.</p> <p>Additionally, after the elaboration of the development plan, local and global scenarios are updated to take into account the latest information about the reserved capacity, the localization and expected realization date of potential and other macro-objectives. The planning of realization of infrastructure is then adapted on yearly basis based on the latest updates of the local and global scenario in order to both prioritize the connection of the allocated capacities and in order to delay investment which were planned for grid robustness to scenario in case these scenarios do not materialize. This has for consequences</p>

			that the updated hosting capacity for the potential could evolve based on the expected realization of this potential.
	FEBEG	FEBEG considers allocating flexible capacity in function of potential or future scenario's per technology as not cost efficient. Flexible capacity – and the resulting risks – is imposed to grid users while the potential or future scenario might be wrongly estimated and not be realized. The required flexibility should be assessed based on the actual situation at the moment of the connection request, not future scenarios.	The approach proposed by FEBEG would then be a first-come-first-served approach. An answer on why Elia believes a pure first-come-first-served approach is not suitable to reach goals in terms of energy mix has been provided to FEBEG comment "FEBEG considers that the "first come first served" approach should be the standard practice. FEBEG is not convinced that alternative approaches offer significant advantages. Using scenarios is in our view very risky since it is very hard to predict the future developments and new projects (where will onshore wind or battery installations be connected?). "
	BSTOR	<p>Request for change 6</p> <p>The reference context during the temporary period should evolve to reflect the expected evolution of load/generation/storage in the pre-identified potential (if the assumptions behind the federal grid plan are detailed enough about such evolution) or allocated/reserved capacity (depending on requested connection date in the corresponding request). It is not clear to BSTOR from the design note if Elia proposes it to be the case. In workshop Elia pretended it would be the case, but in results from grid studies received by BSTOR so far it doesn't seem to be the case. In order to limit the computation burden for Elia, this could happen with higher granularity than on a yearly base, and granularity in EOS phase could be higher than in EDS phase (e.g.: 5 yearly periods granularity in EOS and 3-yearly in EDS?)</p>	<p>After the elaboration of the development plan, local and global scenario are updated to take into account the latest information about the reserved capacity, the localization and expected realization date of potential and other macro-objectives. The planning of realization of infrastructure is then adapted on yearly basis based on the latest updates of the local and global scenarios in order to both prioritize the connection of the allocated capacities and in order to delay investments which were planned for grid robustness in case these scenarios do not materialize.</p> <p>As mentioned in the design note, in the context of a connection study, Elia identifies phases which are periods during which the constraints will be considered equivalent. Depending on the evolution of the scenarios and of the grid, each phase can have a different time duration.</p>
		<p>Request for change 10</p> <p>For not creating undue market barriers, all requests within the pre-identified potential must obtain a contract with permanent access. Grid studies upon EOS and EDS stage should provide clear,</p>	After the elaboration of the development plan, local and global scenarios are updated to take into account the latest information about the reserved capacity, the localization and expected realization date of potential and other macro-objectives. The planning of realization of infrastructure is then adapted on yearly basis based on the latest updates of the local and global scenarios in order to both prioritize the connection of allocated capacities

		transparent and auditable definition on as to whether request falls within pre-identified potential and why.	and in order to delay investments which were planned for grid robustness in case these scenarios do not materialize. This has for consequence that the updated hosting capacity for the potential could evolve based on the expected realization of this potential. For this reason, even for connection requests falling within the identified planned potential, a connection study is needed and in some cases, flexibility could be temporarily needed.
Methodology 100 Points-in-Time	BSTOR	<p>Request for change</p> <p>As part of this transparency, Elia should provide demonstration that its methodology for defining annual cap values based on model outcome for 100 individual situations of 1h, then allocated to the 8760 hours of a full year is not inherently excessively conservative (e.g. allocation of “situations” to hours of the year where congestion risk is in fact lower than in the considered situation) and correctly takes into account impact on congestion from generators with “continuity constraints” (e.g. gas turbines due to minimum stable generation and energy limited assets due to energy management constraints, from which dispatch cannot be correctly modelled when looking at individual hours).</p>	The approach of clusterization of 8760h to 100 clusters is following well defined and recognized mathematical methodologies allowing a correct representation of the full year. Each of the 100 points are centroids of a cluster and are taken into account for the computation of the flexible energy by the statistical weight of the cluster they represent. If requested, a theoretical workshop can be organized to explain the foundations of this approach.
Considered profiles	ODE/Edora	ODE/EDORA do not believe the current methodology is realistic and will increase the costs for the developers and thus, the end consumer. ODE/EDORA believe the effectively measured peak offtake and peak injection (synchronous peaks instead of sum of PPAD's) on grid elements plus reserved capacities with their respective profile should be used as a basis for calculating remaining capacity and thus, risk for congestion because of newly added capacity	It must be clarified that forecasted profiles for existing, reserved and allocated capacity is used in the local reference context of the connection studies. If needed, these profiles are scaled up or down in order for the max production/consumption of each profile to reach the PPAD. Therefore the method is not based on a constant profile at synchronous peak nor on a constant PPAD profile. the desynchronization between profiles is therefore kept.

	<p>COGEN Vlaanderen</p>	<p>Conventionele elektriciteitsopwekking, waaronder cogeneratie, evolueert meer en meer naar een flexibele exploitatie ter aanvulling van intermitterende hernieuwbare elektriciteitsproductie uit bijvoorbeeld wind en zon. Deze tendens wordt dan ook best meegenomen binnen de verschillende scenario's in het kader van de netstudies en de resulterende verwachtingen inzake netcongestie.</p>	<p>We share the view that the profile used in the context of connection studies for dispatchable cogeneration installation shall reflect the expected profile in the considered scenario. The current approach for generating the profile of all dispatchable generation of the reference context is based on sequential monte-carlo simulations of the hourly market coupling of the modelled scenario.</p>
	<p>BSTOR</p>	<p>Elia models the impact from storage based on a simplistic and excessively conservative market-based dispatch, assuming (as BSTOR understands) that all storage assets will do the same at the same moment, in a reaction to SPOT market prices signals. This method clearly exaggerates the impact from storage on congestions in a way that is totally unrealistic since SPOT arbitrage isn't a viable business model for batteries as admitted by Elia itself since the economic valuation of new built BESS in the adequacy study hardly delivers any "autonomous growth" (100 MW extra capacity in 2028 in las AdFlex study).</p> <p>This is further reinforced by the fact that BSTOR understands that Elia will only look at the negative impact of storage capacity under potential and under allocated/reserved in the reference context: when looking at a storage request in injection profile (or a generation request) it will only consider spot market based modelled profile from non-existing storage capacity in the reference context in injection, that creates a potential conflict with the request, and not to the spot market based profile in off-take, that doesn't conflict with the request but can help mitigating congestions from e.g. renewable production. BSTOR finds this totally unacceptable, totally inconsistent and potentially creating a first discrimination for</p>	<p>The proposed approach for generating the profile of storage system used in the reference context is fully coherent with the approach proposed for profiling other dispatchable generation of the reference context. Sequential Monte-Carlo simulations of the hourly market coupling are performed in the same way this is done for adequacy studies such as the one leading to CRM capacity needs.</p> <p>In the consulted design note, the profile is based on an "energy market-based dispatch" and is limited to 0 MW in the opposite direction of the direction considered. This acknowledges the fact that uncertainties remain in the forecasting of storage dispatching, this also allows not to rely on other (incl. low realization probability) reserved capacities to fictively increase the grid hosting capacity. However, some market parties consider this approach as too simplistic, and conservative given that all storage will not have a synchronous behavior (due for example to different revenue streams in the DA, ID and RT implicit or explicit balancing markets) but no market parties are able to propose a better forecasting approach for LT planning. Elia acknowledges that this model could be improved in the future. However, no better alternative exists to model storage in LT Grid Planning today. Therefore, Elia proposes the following approach:</p> <ul style="list-style-type: none"> - To adapt the grid connection process with aim to eliminated reserved and allocated capacity having a low probability of realization as proposed in the design note - To use "energy market-based dispatch" <u>without flooring</u> for storage accepting that cost could be socialized

	<p>storage (and load) since for other technologies, Elia will look at all the full allocated/reserved capacity “in the opposite direction of the request”. In the end, the methodology for defining the annual cap based on simulations for 100 individual situations of 1 hour must be consistent for the total annual output, not for every single situation: for some, negative impact of storage will be exaggerated compared to reality due to the simplistic dispatch model used by Elia, for others the impact will be underestimated. But for not creating a fundamentally biased and exaggeratedly negative impact, Elia absolutely has to take “errors of its simplistic methodology in both directions” into consideration to model the year average impact from storage on congestion caused by a new request.</p> <p>Request for change 21</p> <p>Elia must improve the methodology for modelling impact from battery storage on congestions in the grid studies. BSTOR understand that this may first require return on experience on the large capacity that is expected to connect in the coming years. However, in the meantime, Elia must consider the output of the market-based dispatch model for storage as a whole, and not only look at the dispatch in the same direction as the one from the considered grid user for which cap is being determined in a grid study. Such “cherry picking” in the reference context is clearly likely to impact storage more than other technologies (because of higher chances of being outside of preidentified potential) and therefore could be potentially discriminative, but more fundamentally this even further deteriorates the overall rights/obligation of any grid user with flexible access with storage in its reference context leading to unjustified excessively conservative cap definition.</p>	<ul style="list-style-type: none"> - To ensure that real-time congestion management can be done within the permanent band. - In the mid-term, to develop other modeling approaches for storage with the support of stakeholders and based on experience feedback of the already installed storage capacities.
--	--	---

	<p>The chance for obtaining a contract with permanent access are too low, and totally fail to be transparent as explicitly requested in Article 42 of Electricity Directive 2019/944. In particular, BSTOR finds it totally unacceptable that connection requests falling within the pre-identified potential behind the Federal Grid Development plan wouldn't automatically obtain a permanent access as proposed by Elia. BSTOR finds it also totally unacceptable that when carrying out a grid study, Elia only considers the part of the preidentified potential in the same direction as the request.</p> <p>This clearly puts a disproportionate cost on grid users in relations with risk that have nothing to do with their request and can't be managed in no way whatsoever by them, which clearly constitute undue market barriers that cannot be tolerated in light of the European Regulatory Framework.</p>	<p>In the context of the elaboration of the development plans, a network infrastructure is proposed in order to reach well defined objectives of energy mix for Belgium and its regions. With this network infrastructure, foreseen demand and generation capacities of this energy mix will be connected with no or very limited flexibility as long as this infrastructure is not used by other, not foreseen capacities. However, and this is of prior importance, perfect forecast of localization and timing of the connection of demand and generation capacities cannot be performed. The development plans are therefore designed in a robust manner for different scenario of localization of demand and generation capacities.. After the publication of the development plans, the realization planning of infrastructure is adapted on regular basis based on the latest updates of the local and global scenario in order to both prioritize the connection of the allocated capacities and in order to delay investments which were planned for grid robustness to scenario in case these scenarios do not materialize. This could then lead to the exceptional need for temporary flexible connections which fall within the initially identified potential.</p> <p>Additionally, Elia aims at proposing a balanced approach where:</p> <ol style="list-style-type: none"> 1. Grid Users are incentivized to anticipate their connection request and to connect at the best possible place on the grid. 2. Grid Users receive guarantees on the impact of connections with flexible access 3. A socialization of costs (via the grid tariffs), resulting from the created congestions is avoided or at least mitigated. 4. Already allocated or reserved capacities for existing or potential Grid Users shall be honored. In other words, a new connection proposal cannot impact existing or reserved capacities, by rendering its connection to the grid or the usage of its capacity impossible. <p>It must also be recalled that the proposal does not only include an approach for connection contracting but also an approach for activation of flexibility which will only set operational constraints on a grid user if the identified need of the power system effectively materializes in real-time.</p>
--	---	--

			<p>The proposed methodology is based on the assumption that the proposed adaption of the grid connection process with aim to eliminated reserved and allocated capacity having a low probability of realization is put in place. This measure is expected to be achieved by reducing the maximum duration of a capacity reservation and to require a bank deposit for its allocation at the connection contract signature. Additionally, has proposed in the design note, Elia proposed to work at improving the quality of localization and timing of development of growth potential for all technology. With this improvement made, Elia could then adapt the connection study methodology and to consider growth potentials (of different technology that the one of the grid user connection requests) the same way reserved and allocated capacity are considered (i.e. considered present regardless is this potential leads to a increase of a decrease of the hosting capacity). This updated approach would provide a more accurate estimation of the cap but also could lead to higher risk of socializing cost due to forecasting uncertainties. It is therefore also important that real-time means to alleviate congestion in real-time are available even beyond the cap or below the Pperm. Therefore, Elia proposes that (remunerated) real-time power modulation for congestion management below the permanent band is possible for all generation and storage system with flex access. Finally, critics were raised for profiling reserved and allocated storage system, especially the limitation of the energy-based market to OMW if this profile would virtually increase the grid hosting capacity for the connection request. With the acceptance of a higher risk for socializing cost and taking into account the above-mentioned changes, Elia proposed to use a pure "energy market-based dispatch" for profiling all reserved and allocated storage system.</p>
	<p>FEBEG</p>	<p>FEBEG considers that the modelling of ELIA is extremely conservative (for example for storage where a constant Pmin and Pmax is assumed). This very conservative and risk averse approach is unfair, as it increases the risk for the market participants (and no risk at all on ELIA side). FEBEG requests that more realistic modelling is used to avoid that projects with a guaranteed</p>	<p>Elia would like to remind that the flat profile at Pmax/Pmin is only used for the storage asking for a grid connection. The existing and reserved/allocated capacities for storage will be modeled by using an “energy-market based” dispatch.</p> <p>The approach for the storage capacities asking for a grid connection entails no conservatism, as it’s fully consistent with the way the cap consumption is measured. Indeed, the Gflex setpoint will be sent independently of the injection / offtake of the storage system,</p>

		connection would no longer be possible in the near future. The improved modelling should be applied in a technology neutral way	and the cap will be “consumed” even when the Gflex setpoint is not constraining the storage system. It’s to be noted that the proposed approach for the profile of storage systems is fully coherent with the approach proposed for demand (constant absorption profile) and dispatchable generation (constant production profile). Which such an approach, in case of firm capacities, no operational constraints are imposed on the grid users on their use of the allocated capacity.
Permanent and flexible power	FEPEG	Distinction between flexible part and guaranteed part of the connection For new projects, it can make a big difference in bankability or feasibility to have a minimal amount of guaranteed capacity (minimal amount of permanent power) that will never be impacted by G-Flex. FEPEG requests that such “fixed” capacity is fixed at the start to offer more guarantees to the (candidate) Grid User, and therefore, that G-Flex is never activated below the firm/guaranteed part of the capacity	The grid study performed in the context of a connection request aims at defining the firm (or permanent) capacity and to define the contractual annual flexibility volumes within the flexible capacity. Within the Pfirm capacity, the grid users access is equivalent to a firm access and all activations will be remunerated. In order to minimize the operational constraints and cost for the grid user within the flexible capacity, activations are performed in real-time used the Gflex mechanism. As this mechanism is in place, Elia proposes, in order to minimize operational constraints and costs borne by the tariff payers to also allow the use of the Gflex mechanism (in addition to the iCAROS activation) for remunerated congestion management within the Pfirm capacity.
	BSTOR	'Request for change 12 For the same reason, even for grid user with a cap higher than such threshold therefore receiving a contract with flexible access (5%), a permanent bend should always be defined coinciding with the connection power with flexible volume equal to the threshold.	The definition of the firm (or permanent) capacity and of the contractual annual flexibility volumes within the flexible capacity is the result of the grid study based on the proposed methodology.
Technical criteria	BSTOR	Figure 9 of the design note (§5.1.6.2): Aren't there typos in this graph? - 220kV should be higher than 150kV? - 220kV at a 380kV post should be higher than 220 kV standalone post?	The values presented in Figure 9 of section 5.1.6.2 of the design note are correct. These are based on the typical transformer capacities used by Elia for the 380/220kV transformation which are smaller than the one used for the 380/150kV transformation. This is justified by the more rural character (except for the zone of Liege) of the area supplied by 220kV. Concerning the difference between 220kV remote end substation capacities and source substation capacities, the typical overhead lines used by Elia for the 220kV

			do not allow to reduce the capacity of remote-end substations compared to the one of source substations.
Threshold for giving a flexible access	FEPEG	Referring also to the CREG vision note, and the proportionality principle, we believe firm connections should be given to projects that induce only a limited congestion risk. Chances are high (especially given the calculation method of ELIA) that these small risks might not materialize. We believe that if the cap would be smaller than 5%, a firm connection should be given	In the design note section 5.2, Elia already foresees a threshold for the following situations: <i>"It should be noted that, if the need for flexibility is only present in rare situations (with a probability of occurrence below a threshold) and other means are available in real time to ensure the sound operation of the network), a connection with firm access will be proposed. Among these rare situations, we will find the need for flexibility in the case of N-1-1 for the maintenance of grid elements (N-1-1 for infrastructure project not included here) which are then only taken into account if there are no other real-time means to ensure the sound operation of the network."</i> These rare situations of unplanned outage combined with planned outage (N-1-1) correspond to a threshold of 0,1% and not to a value of 5%. The main argument for this threshold is to streamline the process and accelerate the delivery of the study towards the grid user in case the congestion risks are too low to justify a flexible access. In these cases, cost of activation of flexibility are expected to be borne by the tariff payers. .
	BSTOR	Request for change 11 For the same reason and to compensate for the conservative character of the cap definition methodology grid users with a low impact on congestion risk (for instance with cap lower or equal to a threshold if 5%) should be offered a contract with permanent access. Any year-to-year transfer of the cap should be limited to the same threshold defined for obtaining a permanent access if such is commonly accepted as the "tolerance" of the computation.	
Transparency	Yuso	Transparency in study phase It is generally accepted that the concept of flexible grid access creates a risk for the investor which can be determining for the bankability of any project. Project developers must be able to assess this risk with a maximum of information to be provided by the TSO regarding the nature of the constraints. In this respect, the table at the bottom of page 47 of the design note should be complemented with quantitative scenarios, allowing the project developer to quantify the risks related to the access flexibility in his business plan. This will involve some interactive communication (e.g. via workshops) between the Elia services and the project	Connection studies are performed in a non-discriminatory and transparent manner and aim at supporting the grid users in its project. Therefore, in addition to the needed information for the selection of the connection solution and for subsequent connection contract, Elia is providing to the grid users additional information such as the % of time where preventive activation of flexibility is expected, the % time where curative activation of flexibility is expected as well as a description of market conditions with limitation of available power of the connection request (e.g. high offtake and low production in the zone, or high imports from FR combined with high offshore wind infeed).

	<p>developers and further development of the study tools in this respect.</p> <p>We feel that it is important to have transparency in how the locational potential for the different technologies is determined by Elia and what the provisions are that Elia is making per location.</p>	
BSTOR	<p>Request for change 5</p> <p>As long as Elia hasn't implemented market based redispatching and in particular considering ACER has rejected the motivation for deviating from such market based rule in Belgium, Elia must strictly comply with the obligation of transparency, explicitly required in Article 13-6 of Electricity regulation where non-market-based downward redispatching is used, which is absolutely not the case for the moment. All the steps, assumptions, simplification, models used, output behind the study should be duly documented in a way enabling the grid users to understand results and decisions and enabling auditing by a third party to make sure that no discrimination occur.</p>	<p>Elia would like to remind that in 2024, many workshop related to flexible access were organized in order to increase transparency regarding the grid study methodology and the management of flexible access in operation. This have led to the public consultation of the proposed design and to an amendment of the Code of Conduct. The methodology for the grid connection study will also be published on Elia website.</p> <p>Finally, Elia also refers to its answer in section 6.2.</p>
FEBEG	<p>Regarding the grid connection studies, CREG (and the Grid User at his request) need to be informed of the assumptions and details behind the study (on which basis the permanent connection was refused). A third party appointed by the CREG should be allowed to audit the study at the request of the Grid User.</p>	<p>Elia reminds that each grid study leading to a flexible access is to be reviewed and approved by the CREG.</p>

6.6 Comments on the Guarantees provides to Grid Users that have a connection with flexible access (Section 6)

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Binding limits (cap, permanent power and temporary period)	FEBEG	FEBEG very much welcomes ELIA's proposal to have binding values on the period and on the amount of flexibility as well as the proposal to remunerate the flexibility activations exceeding the binding caps	Elia thanks FEBEG for this feedback.
	Parkwind	<p>Table with binding yearly flexibility and permanent power (chapter 6.1)</p> <p>Elia proposes to translate the flexibility required at a connection as determined in the connection study in a table in the connection contract, listing the yearly flexibility and permanent power. These values would be binding. Parkwind welcomes this proposal. A firm (binding) cap on the flexibility and permanent power is a prerequisite for the Grid User to make a sound business plan for his planned investment. We are in favour of adopting this proposal.</p>	Elia thanks Parkwind for this feedback.
Risk balance	Febeliec	It is important to ensure that a correct balance is found between the impact for individual grid users, who can connect earlier or under different constellations to the grid, and the costs, through direct or indirect socialization, for all grid users. it remains important to ensure that incentives and allocation of costs remain in line with the current approach, thus without full socialization of costs and privatization of benefits.	<p>Elia agrees with the importance of finding the right balance between the impact for the Grid User connecting and the impact for the tariffs. Elia strived to do so in the design note and in the modifications proposed.</p> <p>It's to be noted that Elia already has incentives to realize infrastructure projects on time. Therefore Elia does not agree that it should bear part of the risk to provide additional incentive.</p>

		<p>There should be a balance between the risk borne by the grid user and the risk of socialization, as the flexible connection is mostly to ensure earlier connection to the grid, as compared to a firm connection, and as such the individual connection risk and costs should not be charged to the collective.</p>	<p>Elia disagrees with the fact that the proposed design leads to undue market barriers, certainly with the modifications proposed. Elia refers to sections 6.5 (grid methodology) and 6.7 (operational principles) for the detailed justification.</p>
	<p>Elia should bear part of the risk, related to its own project management, as it is clear that also Elia can take steps to ensure timely (and within budget) delivery of its own investment projects, and that costs due to the non-respect of its planning should not be the problem of the grid user with a non-firm connection agreement, but also not necessarily be socialized as this would lead to unwanted signals towards projects follow-up at Elia</p>		
<p>FEPEG</p>	<p>Without a sufficiently robust and balanced framework, and without the option of early connections, reaching more than 40% of renewables (in all sectors) in EU and more than 30% in Belgium by 2030 will be extremely challenging, or even impossible</p>		
<p>BSTOR</p>	<p>On top of this BSTOR understands and agrees with the principle that “costs to solve congestion risks that would be caused by a grid user who cannot obtain a permanent access may not be mutualized” but BSTOR believe that the second fundamental imbalance creating undue market barriers for new entrants is created the proposed methodology for the cap definition and related operating principles that obviously put a burden on grid users with flexible connection that is much bigger than their direct and full contribution to congestion issues. This imbalance is further reinforced by the fact Elia is not consequent with the corollary of that principle of on-mutualization of cost from individual impact which should be a full mutualization of costs that are not caused by individual risks contribution.</p>		

Robustness against gaming	Febeliec	The process should not lead to any gaming opportunities, allowing certain grid users to unduly reserve grid capacity without any intention to use it, as this leads to an unacceptable cost for society	Elia agrees with this comment and is proposing to improve the connection process to reduce this risk.
Definition of the cap (annual or multi-annual)	Febeliec	Regarding a multi-annual cap, Febeliec has no preferences on the approach, but insists that again a balance needs to be found between the impact on the individual grid user and the socialization of the costs, as it is clear that e.g. risks related to a change of planning of infrastructure projects that impact the phases identified in the grid connection study or risks related to the planning of maintenances should not be completely pushed towards Elia, because of the costs but also because this would create a risk that Elia would take significantly higher risk margins on its side, negatively impacting the size/duration of the non-firm capacity and thus the business cases of the individual grid users. A such, Febeliec at first glance finds an approach with an annual cap carrying unused flexibility over to subsequent years (with some limitations over time) a rather balanced approach but is open to other proposals insofar they ensure a correct distribution of risks and costs.	<p>Elia has proposed option 2 of the design note in the Code of Conduct (i.e. annual cap carrying unused flexibility over subsequent years) with a limitation of carrying over the volumes of 3 years. Elia believes this is the most balanced approach, for the reasons explained in the design note with the additions developed below.</p> <p>Regarding the link between the congestion identified in the grid study and the congestions for which the flexibility is used</p> <p>Elia doesn't agree with the argument that the reasons for activation will have nothing to do with the congestion created by the Grid User. Elia will still be tackling the congestions caused by the Grid User, but future operation of the grid can differ from its planning such as, for example:</p> <ol style="list-style-type: none"> 1. The grid connection methodology uses average climate years, while there will be years with f.i. more/less wind, impacting the flexibility needs from years to years. This is not covered with a purely annual cap. 2. Likewise, every grid maintenance is not planned several years in advance. Hence, an average value is considered for each year. 3. Finally, even for the planned works, it can't be expected that guarantees are given on the exact timing of execution several years in advance, while in some cases the related projects are not yet fully defined and hence don't have a robust planning. <p>Therefore, Elia believes the design proposed is rather balanced. It doesn't allow to completely cover all of those aspects and hence already implies a risk of socialization of congestion costs. It also provides the Grid User a maximal guarantee the first year following the connection.</p>
	FEBEG	<p>Cap duration (annual / multiannual)</p> <p>FEBEG believes that a 3-year multi-annual cap would not help the financial viability of projects as it significantly dampers the added value of the cap</p>	
		<p>Cap duration (annual / multiannual)</p>	

		<p>The proposal of having an annual cap carrying unused flexibility over to subsequent years is not acceptable either as this transfers the unused flexibility and increases the un-renumerated flexibility potential to unacceptable levels in specific years. Transferring unused capacity will add complexity and risk reducing the advantage of having a cap</p>	<p>Regarding the impact on financing</p> <p>Elia understands market parties' concerns on the bankability of new energy assets and is fully aware of the importance of stable cash flows to secure financing for a project.</p> <p>Given the importance of the topic for the Grid Users and impact of socialization in case of change towards a purely annual cap, Elia has requested advice from an external consultant. This advice confirms Elia's opinion: the proposed solution meets stakeholders' concerns and provides a solid contractual basis to seek financing for new assets for the following reasons:</p> <ol style="list-style-type: none"> 1. The maximum volume to curtail the asset is known upfront and can be taken into account in the cash flow analysis of investors. 2. Elia understands that lenders might have issues with the uncertainty linked to carrying forward unused curtailment volumes (MW) to later years. However, Elia is of the opinion that mitigating measures can be included in the financial contract to manage such risk towards the lenders. Examples are the adoption of reserve accounts or clauses to prevent the distribution of excess cash (resulting from lower curtailments at the beginning of the projects) towards investors.
	<p>Cap duration (annual / multiannual)</p> <p>In section 6.4.1.2 ELIA list a number of risks that could result in the cap being exceeded. All of these risks are risks that ELIA can manage and the grid user cannot. We therefore see no reason to transfer the cap in between years, instead ELIA should be incentivized to manage these risks, transferring them on grid users doesn't make much sense as it removes ELIA's incentives to actively manage these risks</p>		
<p>Yuso</p>	<p>It is necessary to apply the cap on a strictly yearly basis, without carry-over to subsequent years. The argument for this is again based on the crucial aspect of quantification and mitigation of risks in the business plan for the bankability of the project.</p>		
<p>BSTOR</p>	<p>Request for change 4</p> <p>For the same reason, BSTOR finds it totally unacceptable to consider multi-annual usage of the cap as this put burden on a grid user that has nothing to do with congestion risks it directly and fully caused. This is furthermore even further impacting bankability of new build projects since lenders will size debt on a worst-case scenario "every single year", meaning that in the financial model defining repayment capability, the bank will consider that the multiannual cap is used every single year. Elia should be aware that its current proposal would make it totally impossible</p>		

		<p>for a project to source finance on project level starting from flexibility caps around 15%, leading to grid unavailability of ~50% in the lender’s financial model. Considering the conservative definition methodology of the cap, reaching such cap in one single year should already be a “exceptional worst case” since it almost by definition means that G-FLEX was activated on a grid user for reasons that have nothing to do with its own full and direct impact on congestion risk. BSTOR therefore believes it is absolutely unacceptable for Elia to provide for options to use such cap every single year on an average basis. BSTOR however understand that Elia may need some flexibility to cover uncertainty of the timing of maintenance/network works temporarily affecting the grid capacity, and leading to situations of increased flexibility for a grid user for a short period (typically 1-3 years).</p> <p>BSTOR could support the idea whereby Elia would define such higher temporary flexibility in (well identified and limited in time) “N-1-1 situation” and would have the option to shift such period in time. But for the rest, the cap should be interpreted as an absolute annual limit. The only acceptable exemption could be a tolerance equal to the flexibility threshold under which a grid user would obtain permanent access (see below).</p>	
	<p>ODE/ Edora</p>	<p>The updated proposal where the cap can be transferred does not provide enough certainty on the investment decision and will lead to projects not getting the needed funds or at extremely high costs. Transferring unused volumes in the cap from one year to another is not acceptable. Projects can not be financed with this level of uncertainty. The current proposal again shifts the risks of the grid operator to the grid user. The cap should be annual and binding.</p>	

	<p>Parkwind</p>	<p>Annual or multi-annual cap</p> <p>Elia identified multiple ways of implementing the cap on flexibility proposed in chapter 6.1. Parkwind strongly prefers to use a ‘simple’ annual cap because it is the only method that makes the risk pricing of the flexible access contract in the business case somewhat manageable.</p> <p>The reason is as follows. If Elia can save up the flexibility ‘budget’ on a connection for several years and later use it up in a short time span, the Grid User could face cash flow problems and issues to repay its debt. It is practically impossible for the Grid User to build up financial reserves to mitigate that risk, because the financial impact of the unremunerated Gflex activations depends on the power prices at the moment of the activations. When there is so much uncertainty about when in the coming years the flexibility budget will be used by Elia, this is challenging to price properly. For projects that are debt financed, this risk will lead to higher financing costs or possibly the inability to reach financial close.</p> <p>Even with a ‘simple’ annual cap, it is important to note that other design elements such as the uncorrected BRP perimeter still can make it impossible to properly price the risks encompassed in the flexible access contract - see further our response to the perimeter correction proposal.</p>	
	<p>BSTOR</p>	<p>Request for change 11</p> <p>Any year-to-year transfer of the cap should be limited to the same threshold defined for obtaining a permanent access (%) if</p>	<p>Given the elements provided above, Elia does not see the link between the threshold defined for obtaining a firm access and the volume that could be transferred to the subsequent years.</p>

		such is commonly accepted as the “tolerance” of the computation.	
Definition of the cap (volume)	FEPEG	ELIA proposes to express the cap on volume either in MWh either in % of time at nominal power depending on the technologies. FEPEG thinks a technology neutral approach is required to guarantee a level playing field. FEPEG therefore proposes to have a cap on both volume in MWh and in % of time. It might be considered to start compensation as soon as the first of the two caps is hit	<p>The cap will be expressed in MWh for all technologies. Elia has proposed baseline approaches which are specific to each technology in order to allow for a better precision, and hence better guarantees for the Grid User. For example, the possibility to use the AAP approach for wind parks can't be applied to electric storage systems.</p> <p>The % in time is still provided for information in the technical report of the EOS / EDS. However, Elia believes it is not appropriate to be used for the cap definition, as the Gflex setpoint can be sent for a value which is very close to the nominal power.</p>
Activations counted towards the cap	Febeliec	The combination of the different options should lead to a balanced approach, and that thus the complete package should be taken into account and not the sum of individual options, as this could lead to an unbalanced approach. This could for example lead to a situation where Febeliec accepts that Gflex activations within the permanent power are not included towards the cap, but that at the same time no distinction is made between the reasons of the activation, for simplicity reasons but also to strike a balance	<p>Elia takes note of the comments but would like to repeat the arguments stated in the design note. It would indeed not be efficient to complexify design and implementation when it's not expected to have a significant impact. Elia has focused the design improvements on the key elements to enhance the risk assessment and hence the bankability of the projects. Elia believes the list of CNEs is not a determining factor compared to the duration of the temporary period, the cap on the volume, the permanent power and the cap on the imbalance price.</p> <p>Regarding the grid connection study methodology:</p> <ul style="list-style-type: none"> • It's important to note that the Grid User impacts more CNEs than those considered in the methodology in order to calculate the flexibility levels. The reasons are twofold (see also section 6.5): <ul style="list-style-type: none"> ○ There are uncertainties on the assumption of the studies ○ The methodology doesn't consider all grid states in order to calculate the flexibility levels (e.g. the N-1-1 are not considered in the calculation of the flexibility levels
	FEPEG	For FEPEG, only Gflex activations within the flexible band, up to the cap, and related to a congestion on the CNEs predetermined in the grid connection study could be allowed and are not to be compensated if within the cap. Therefore FEPEG does not agree with ELIA' s proposal to not make the distinction between the reasons of the activation. The only acceptable option is the 2nd option mentioned in the design note, stating that both the cap and the CNEs identified in the contract are binding. Also the	

		<p>CREG mentioned in its vision note that only CNEs predetermined in the grid connection study are not to be compensated</p>	<ul style="list-style-type: none"> • Elia made some modifications to the methodology and proposed a process of reevaluation, with the objective to avoid overestimation of the cap (cfr. section 6.6).
	<p>Yuso</p>	<p>Transparency in operational phase</p> <p>A direct link between the Critical Network Elements (CNEs) and the (not compensated) flex activations seems to be crucial to ensure this transparency. Therefore, the option with the CNEs being part of the contract is the preferred one. This is option 2 of page 55. We have noticed Elia's arguments in favour of option 1, but it appears that the following points are more determining for the choice of option 2:</p> <ul style="list-style-type: none"> • the general concern for transparency • the level playing field between connections with firm and with flexible access: if a certain constraint is related to general grid issues beyond the critical constraints identified in the study phase, there is no justification for a different treatment between both groups of connections. <p>However, from an operator point of view, we could agree to less transparency on the activation methodology as stipulated under option 1 in case the congestion is managed via a new real-time redispatching product that is freely traded and market based.</p>	<p>Finally, it should be reminded that the Gflex setpoint is a constraint on the maximum injection or on the maximum offtake. In no case the Gflex setpoint will constraint the Grid User to inject a minimum power or to offtake a minimum power. As a result, the Gflex setpoint will only mitigate the impact of a congestion to which the Grid User is contributing, not solve congestions strictly created by other Grid Users.</p> <p>As a result, the cap offers the guarantee to the Grid User that the flexibility will be used in a reasonable way.</p>
	<p>BSTOR</p>	<p>Request for change 9</p> <p>For not creating undue market barriers, remedial actions triggered for other reason than the ones pre-identified in the grid study must be compensated the same way as above the cap.</p>	

	<p>Parkwind</p>	<p>Elia proposes not to make a distinction between the reasons of the Gflex activations. In other words, Elia would like to use the Gflex product on a connection irrespective of whether a congestion arises on the Critical Network Elements (CNEs) predetermined in the grid connection study or not.</p> <p>Parkwind is not in favour of this proposal and is of the opinion that it would be better to distinguish between the reasons of the activation. We believe that activating the unremunerated Gflex on a grid connection should be limited to solving issues on the CNEs that lead to the need for a flexible contract for that grid connection in the first place. Otherwise, the Grid User of that grid connection is either:</p> <ul style="list-style-type: none"> • bearing the cost of what otherwise would have been solved with a market-based redispatch activation, for which the cost is socialized, or; • bearing the cost of another Grid User with flexible access for which the CNE was predetermined in its grid connection study. <p>In either case, a cost is unfairly shifted to the Grid User in question.</p>	
	<p>FEBEG</p>	<p>Gflex activations within the permanent power should in principle not be allowed and be impossible, FEBEG therefore agrees with ELIA that possible Gflex activations within the permanent power should not be included in the cap.</p> <p>ELIA wishes to use G-flex activations beyond the flexible band, outside the cap, for CNEs not identified during the detailed study and for “other operational security issues”. This clearly goes far beyond the congestion caused by the grid user’s early connection and is totally unacceptable for FEBEG as it opens the door</p>	<p>Elia would like to emphasize that the permanent power and the cap results from a calculation based on assumptions that can evolve. As explained in section 6.5 of the present report, Elia believes it's important to have a reasonable estimation of the flexibility needs, but that implies that in some cases the cap and/or the permanent power will be underestimated. While it's important to provide guarantee to Grid Users on non-compensated activations, it's important for Elia to be able to activate Gflex beyond the cap and within the permanent power when there is no alternative to solve the congestion.</p>

	<p>for 'Free Flex' for the TSO and clearly can lead to situations of conflict of interest, incentivizing ELIA to be very conservative in attributing guaranteed connection capacity to (candidate) Grid Users.</p> <p>FEBEG believes G-flex should only be used:</p> <ul style="list-style-type: none"> • Inside the cap • Within the flexible band (PPADflex) • For CNEs identified in the detailed study 	<p>Therefore, to be sure that Elia could only agree to completely avoid activations beyond the cap, beyond the flexible band and on other CNEs than those identified in the detailed study if the Grid connection study was very conservative, giving the necessary insurance that congestion issues occurring can be solved. Elia believes that this approach would not be in the interest of the Grid User connecting to the grid. Elia reminds that it has no incentive to attribute costs to the Grid User connecting. The proposals are designed to ensure a correct balance of risks between the Grid User connecting and the tariffs.</p>
	<p>ODE/EDORA do not agree on the fact that elia proposes to be able to add grid elements to the list of grid elements on which congestion can occur after performing the connection study (detailed reasoning in comment) as :</p> <ul style="list-style-type: none"> - it gives the possibility to the grid operator to maximise the use of flexibility within the cap - it strengthens the belief that flexible access will be used to circumvent the use of redispatching and the related remuneration - the flexibility needs should decrease over time <p>ODE/EDORA can not at all agree on the volumes within the cap to be used to solve other congestions that could be or not be anticipated. Activations for other reasons should always be neutralized through the redispatching remuneration scheme, even those within the cap</p>	<p>Elia specifies that the connection study uses hypothesis of the future grid situation that might change in reality, and which are not representing all the diversity of the grid situations that can be observed in operation (e.g. the various outages). The addition of a grid element is limited to cases in which the actual grid situation deviates from the hypothesis or was not considered in the grid study due to the methodology and requires the systematic monitoring of an additional grid element for which the cause of the congestion is the connection of the grid user. Elia proposes this approach amongst others to keep system operations manageable for cases where the grid situation deviates from the assumptions of the grid connection study.</p> <p>Any other grid security issues that could appear on non-monitored grid elements are first resolved via other available means including redispatching as described in the design note.</p>
	<p>Parkwind does not agree with Elia's proposal to consider possible Gflex activations within the permanent power as not included in the cap. Activations within the permanent power should fall under market-based products, such as redispatch. By not counting these activations under the cap, Elia has an incentive to (ab)use the Gflex activations to avoid market-based products to</p>	<p>Elia would like to clarify the proposal:</p> <ul style="list-style-type: none"> • Either an activation is not compensated (remuneration + BRP perimeter correction). In that case, the corresponding volume is "counted towards the cap", which means the Grid User will have its remaining non-compensated flexibility reduced

		<p>solve its congestion issues. Parkwind is in favour of counting the Gflex activation within the permanent power toward the cap.</p>	<ul style="list-style-type: none"> • Either an activation is compensated or partially compensated (f.i. in case of activation within the permanent power, where the volume corresponding to the activation of the flexible power will not be compensated, while the volume corresponding to the activation of the permanent power will be compensated). In this case, the (part of) the activation which is compensated will not be "counted towards the cap". <p>Therefore, there is no incentive for Elia to (ab)use the flex activations within the permanent power, as those are subject to the same compensation as redispatching activations.</p>
	<p>BSTOR</p>	<p>Request for change 8</p> <p>The same transparency obligation must prevail for operating principles and in particular for reDispatching and G-FLEX activation within the cap and in general for every single uncompensated activation. All activations should be duly documented in a way enabling establishing as to whether the congestion solved by the remedial action was indeed fully and directly caused by the activated grid user, and if such cannot be established, the same compensation mechanism should apply as above the cap. In other words, for not creating undue market barriers: if, without the presence of the activated grid user, Elia still would have had to activate remedial actions, that amount of remedial action that still would have been needed must be compensated to the grid user in the same way as an activation beyond the cap.</p>	<p>Elia reminds that, if a congestion occurs and is solved by sending a Gflex setpoint to a Grid user, the congestion would not have occurred without that grid user, as GFlex activations are only reducing injection/offtake (and not requesting an additional injection/offtake like it can be the case for Redispatching). As a result, when a GFlex activation is sent, it will only mitigate the impact of that unit on the congestion.</p> <p>Furthermore, Elia reminds that below their cap all activations on connections with flexible access are not remunerated independent of the type of operational security issue.</p>
<p>Temporary period duration</p>	<p>FEPEG</p>	<p>For congestions planned to be resolved by an infrastructure project</p> <p>FEPEG is of the opinion that the Elia proposal of adding a 1 year margin compared to the planning of the reinforcement project (if sufficiently robust and having the possibility to extend the period</p>	<p>Based on stakeholder's comments and on further analyses, Elia has proposed the following approach for the temporary period in the Code of Conduct:</p> <p><u>1) The standard periods are defined as proposed in the design note (15, 10 or 5 years depending on the voltage level of the impacted grid elements). In no case</u></p>

	<p>based on justifications and for elements beyond its control is not acceptable, as in the proposal ELIA is simply passing on its own risks to grid users. ELIA is the only one who can manage the risks of a timely grid reinforcement (it should be considered one of its core competencies), not its grid users.</p> <p>For congestions planned to be resolved by an infrastructure project</p> <p>FEPEG is in favour of the CREG proposal where the temporary period runs for a standard period depending on the type of grid reinforcement and starting at the first development plan in which the grid reinforcement was approved. If the development plan included an end date of the grid reinforcement project, this date should be used instead of the standard period</p> <p>For congestions planned to be resolved by an infrastructure project</p> <p>FEPEG requests explicitly that the possibility to extend the temporary period should be removed as well, as this would again result in an overall increased risk for the project developer. This will properly incentivize ELIA to manage its construction projects in a timely manner and ensure the timing is fixed towards the grid user. This is a fair split of the costs and risks: ELIA takes the costs and risk linked to respecting the planning of the grid reinforcement while the grid user takes the costs and risk linked to the early connection</p> <p>For congestions planned to be resolved by an infrastructure project</p>	<p><u>the temporary period will be longer than this standard period.</u> - This is formulated explicitly in the Code of Conduct.</p> <p><u>2) In case the infrastructure projects necessary to solve the congestions have reached the status "in study" in the last publicly available planning at the moment the connection contract is signed, the planning of those projects are taken into account in the definition of the temporary period. A margin of 2 years on this planning is proposed.</u></p> <p>The status "in study" is early in the project's lifecycle and hence can't yet be qualified as a robust planning, as the concept for the project is not always defined. This explains the margin of 2 years. Elia believes this proposal is in the interest of the Grid Users as it allows to reduce the amount of cases where the standard period will have to be used. Elia acknowledges that the 2 years margin can seem inappropriate when projects are close to realization. However, we need to keep simple rules, and those can go in both directions. For example, there is no margin at all on projects leading to a change of phase, while those can considerably reduce the flexibility needs.</p> <p><u>3) The possibility to request, once for each connection contract, an extension of the temporary period or a postponement of a phase within the temporary period has been maintained but strictly limited to issues related to permits.</u></p> <p>Elia understands it could be perceived as a transfer of risk for from the tariffs to the Grid User. However, while Elia is already doing whatever is in its own power to deliver the infrastructure projects on time, it remains important to have the Grid User concerned by the permitting process. Other reasons that could be considered out of Elia's control, like f.i. major supply chain issues, are not included in</p>
--	---	--

		<p>The wish of ELIA for the grid user to be concerned by ELIA's permitting process is nonsensical. ELIA should manage its own permitting procedures without grid users lobbying for this</p>	<p>the possibility to request <u>an extension of the temporary period (or a postponement of a phase)</u>.</p>
		<p>For congestions without planned infrastructure projects</p> <p>If no infrastructure project is identified and pending the outcome of the reflections on the long term grid planning, the temporary period could be set in function of the ELIA proposals described in the note: i.e. maximum duration of 15 years for 380-220kV, 10 years for 150-70-36kV and 5 years for MV on the condition that the binding limit on volume is reasonable and the temporary period is fixed. In any case, the temporary period should stop upon completion of the infrastructure project</p>	<p>For the sake of clarity, when the infrastructure project is realized, the flexible connection becomes a firm connection. However, when the temporary period is over (f.i. because of the standard period), and that the project is not yet realized, the flexibility is still needed. In that case, the connection remains flexible but possible remaining activations will lead to a remuneration and a correction of the BRP perimeter.</p>
	<p>Febeliec</p>	<p>Febeliec takes note of Elia's comments I the design note concerning provisions to keep the grid user concerned by the permitting process and to mitigate the risk of socialization of costs, but this also should apply to Elia itself.</p>	
		<p>Febeliec remains with many questions regarding delays on Elia's side (or even the full cancellation of Elia investment projects altogether), with significant impact on the timing and even viability of projects on grid user side, especially for industrial consumers as they would be severely impacted by such delays or cancellations in their business cases.</p>	
	<p>Yuso</p>	<p>Finally, we oppose the idea of permanent flex connections. We think that a maximum period of 8 years for a project on 220-380kV would be reasonable, and 6,5 years for 36-70-150 kV. There needs to be an incentive for the TSO to properly build infrastructure that can accommodate the renewable assets of the future.</p>	

	<p>BSTOR</p>	<p>These undue market barriers are further reinforced by the fact that Elia consider as “costs” to be individualized, elements that in fact are related to fundamentally mutual risks that are not “fully and directly related to the grid user”, including:</p> <ul style="list-style-type: none"> o The risk related to the speed at which Elia can deliver infrastructure, which Elia proposes grid users with flexible access to carry through multi annual usage of the cap and trough a duration of the temporary period which is flexible. 	
	<p>BSTOR</p>	<p>Request for change 3</p> <p>The duration of the temporary period set in the connection contract must be fixed and binding, with sufficient but reasonable margin but without “joker” for Elia to extend it. Next to the fundamental unbalance between individual/mutual risks/consequences it would otherwise create, not having such a fixed and guaranteed period with significantly complexifies seeking banking finance for new built projects since lenders will always look at the most conservative scenario for looking at repayment capacity of a project with as a result a very strong and negative impact on the social benefits from grid investments: assets are not developed or developed with higher cost of capital which will be reflected in service price.</p>	
	<p>ODE/ Edora</p>	<p>"The maximum temporary period that is suggested is not workable for renewable energy or storage projects. The suggested maximum periods do not create any certainty in the investment cycle of these projects. The temporary period should be binding and predefined in the EDS.</p>	
	<p>Parkwind</p>	<p>Guarantees on the duration of the temporary period</p>	

		<p>Parkwind wants to comment on Elia’s proposal for those connection contracts for which the infrastructure project expected to solve the congestions has a planning which is sufficiently robust at the moment the connection contract is signed. For that situation, Elia proposes to allow itself to extend the temporary period or postpone a phase within the temporary period. We believe this allowance defeats the purpose of having guarantees about the duration of the temporary period. It hence jeopardizes the Grid User’s business case. We are not in favour of providing this allowance. That way, there is a strong incentive for Elia to provide a solid project planning at the moment the connection</p>	
<p>Temporary period duration – Boucle du Hainaut</p>	<p>FEBEG</p>	<p>FEBEG requests ELIA to confirm that Boucle du Hainaut is an “ongoing and planned” infrastructure project, where the Flex Connection will end as currently foreseen in the planning and that the impacted (candidate) Grid Users will get a fixed connection as per current planning</p>	<p>Boucle du Hainaut has reached the study phase in the latest publicly available planning. Hence, the planning at the time of the signature of the contract will be used as a basis to define the temporary period.</p> <p>Elia clarifies that the connection remains flexible as long as the infrastructure project is not realized. If the temporary period has ended before the realization of the infrastructure project, the connection remains flexible and all activations lead to remuneration and BRP perimeter correction.</p>
<p>BRP Perimeter correction</p>	<p>Febeliec</p>	<p>Gflex activations within the cap should not be socialized. The BRP perimeter should therefore not be corrected</p>	<p>Elia considers that the Grid User connecting where there is insufficient capacity should bear the costs related to the created congestions. The imbalance cost is part of the financial consequence of the Gflex activation, hence not correcting the BRP perimeter is in line with this vision.</p>
	<p>FEBEG</p>	<p>FEBEG also agrees with the proposal of ELIA to correct the perimeter for activations beyond the cap only. With binding limits on time and volume we can accept that within the cap the cost is borne by the grid user.</p>	<p>In addition, it would not be consistent to correct the BRP perimeter but not to remunerate the activation. E.g. a thermal unit receiving a Gflex in injection would</p>

	<p>Parkwind</p>	<p>When Elia activates Gflex, it creates an imbalance for the concerned BRP. Elia proposes to correct the perimeter for activations only once the cap has been reached. Parkwind fundamentally disagrees with this proposal and sees this as a critical design flaw in the flexible access contract. We are adamant that all Gflex activations get corrected in the BRP's perimeter, irrespective of whether the cap has been reached. The reasons are the following:</p> <ul style="list-style-type: none"> • The imbalance price is meant to incentivize BRPs to have a balanced portfolio. Elia now proposes to (ab)use this incentive for another purpose: to steer location, dimensioning, and timing of new grid connection requests. We believe this is not what the imbalance price should be used for. • We also don't believe it is effective as a price incentive to steer said grid connection requests, because it is impossible for the Grid User to forecast how the Gflex activations will correlate with imbalance prices and how imbalance prices in general will develop in the future in Belgium. The imbalance risk to be taken by the Grid User if the BRP perimeter won't be corrected is to a large extent an open ended risk that cannot be quantified. It hence cannot be taken into account in a cost-benefit analysis by the Grid User when choosing the location, timing, and dimensioning of his new grid request. • Most importantly, the unquantifiability and unmanageability of this imbalance risk make the planned investments leading to the grid connection request unbankable. Grid Users that need external financing will not be able to find it, since investors and lenders will not accept a risk that cannot be priced and cannot be managed. Elia's proposal will hence hinder the development of renewable energy, BESS, and electrification unnecessarily. 	<p>produce less, would not have to pay for the fuel and CO2 and would have its perimeter corrected, neutralizing the impact of the Gflex setpoint on its perimeter. So, the remuneration and perimeter correction must remain combined.</p> <p>Elia however understands that imbalance prices can reach very high values and that the related risk can be a barrier to investment decisions. While it's fundamental for Elia to keep the incentive to the Grid User to connect at the best possible place on the grid, having the Grid User connecting bearing 100% of the risk related to high imbalance prices might not be the most optimal approach from a societal point of view. Therefore, Elia proposes the following modification compared to the design note:</p> <p>If Elia sends a Gflex setpoint to a Grid User and that the imbalance price during that quarter hour exceeds a to be defined threshold in the corresponding direction, Elia compensates the Grid User for the impact above the threshold. The mechanism would be symmetric (also applicable to negative imbalance prices). The threshold will have to be defined in the connection contract.</p> <p>Example, assuming a threshold of 1.000€/MWh:</p> <ul style="list-style-type: none"> • A 50MW battery receives a setpoint at 0MW in injection during the full quarter hour • The corresponding volume amounts to 5MWh (determined according to the historical baseline methodology) • The imbalance price during this quarter hour is 3.000€/MWh (system is short) • Compensation to the Grid User amounts to 5MWh x 2.000€/MWh = 10.000€ • The mechanism ensures that incentives to the BRP to remain balanced / help the system are not affected as the BRP is still exposed to the full imbalance cost.
--	-----------------	---	--

	<p>• To our knowledge, Elia has not provided a clear view of how it will balance out Gflex activations with a counter activation elsewhere in the grid. We assume that Elia decides whether to activate a counter balancing activation or not based on the overall Belgian system imbalance. If the Gflex activation helps the overall Belgium system imbalance, we expect Elia will not counter-balance the Gflex activation. In that case, the Gflex activation is de facto a free balancing activation for Elia. An activation that would otherwise have been remunerated, is now turned into a cost for the grid user. There should be no incentive for Elia to use Gflex assets for which the cap hasn't been reached as a means of free balancing power.</p> <p>Our conclusion is that not correcting the balancing perimeter leads to several undesirable effects, of which the unbankability of the investments by the Grid User is the most problematic one. We propose that the imbalance impact of Gflex activations is neutralized by Elia.</p>	
	<p>ODE/Edora</p> <p>ODE/EDORA believe that perimeter correction for activations of Gflex would be a good solution that balance between reduced activations due to (near) real-time activation and costs for congestion management.</p>	
	<p>BSTOR</p> <p>The imbalance risk caused by a G-FLEX activation is a risk that a grid user with flexible access can in no way manage, nor a cost he is directly and fully causing: he doesn't control volumes of G-FLEX he get activated, doesn't control the moment of G-FLEX activations, and he cannot control what will be the System Imbalance nor the Imbalance tariff when activated under G-FLEX. Furthermore, BSTOR understanding is that correction of BRP</p>	<p>A quantification is obviously not possible, but Elia expects Gflex activations to lead to an increase of imbalances more often than it will lead to a decrease of imbalances. Elia agrees that a Gflex setpoint can go in the same direction than the imbalance (f.i. a constraint in injection when the system is long). However, in that case, a Grid User that can react in real-time may react to the imbalance price and hence avoid to inject, independently of the Gflex setpoint. As a result, the</p>

	<p>perimeter does not necessarily result in a (significant) cost for Elia that may significantly impact the tariffs:</p> <ol style="list-style-type: none"> 1) compensation of the G-FLEX activation doesn't necessarily cause a net increase of the NRV since it will increase (chance of) NRV activation in one direction but reduce (chance of) NRV activation in the other direction with the same volume; 2) there will be netting between all G-FLEX activation, reducing the aggregated impact on the NRV in terms of volume, which could be low to negligible compared to NRV activations for balancing purpose ; 3) even if the NRV would increase, this doesn't necessarily lead to a (significant) increase of the balancing costs depending on as to whether the FRCE zone is either short/long when compensating a G-Flex activation on injection/off-take. 	<p>Gflex setpoint is expected to have an impact on the imbalance primarily when it prevents the Grid User to remain balanced or to help the system.</p> <p>In addition, regarding the resulting costs, a single Grid User might be activated for a significant volume, pushing activation of balancing resources towards the end of the merit-order.</p>
	<p>Request for change 14</p> <p>Elia should provide demonstration that having the BRP perimeter corrected also below the cap truly creates a significant risk of impact on the grid tariffs or otherwise accept such correction even within the cap.</p>	
	<p>Request for change 19</p> <p>Elia should adapt BRP correction for storage as follows:</p> <ul style="list-style-type: none"> o BRP perimeter correction of the part of the schedule that is modified by the G-FLEX signal. o Rest of the impact on BRP perimeter defined as eligible cost in the compensation definition (i.e. if a grid user get an imbalance penalty passe through by its BRP that can be duly and fully imputed to such G-FLEX activation -and that the cap is exhausted-, such cost may be claimed in compensation by the grid user). 	<p>Elia acknowledges that the baseline methodology for batteries as discussed in the workshops and described in the design note is not perfect. Elia remains open to possible improvements of the baselining approach, based on stakeholder's feedback and return of experience in Belgium and abroad.</p> <p>Using the schedules has been considered but could lead to gaming issues when congestions are predictable, particularly in the absence of BRP perimeter correction.</p> <p>Regarding the possibility to define incurred costs as eligible, Elia sees the same issues as in the definition of a more representative baseline: on the bases of</p>

		<p>Provisions must be taken for making sure that principles for BRP perimeter correction, when applicable are as efficient as for other type of grid user in a context where “it can impossibly be defined what would have been the dispatch of a battery without G-FLEX signal” and where to the opposite of other grid users, batteries main business model is to offer hedging/opportunity value to BRPs by enabling to exit/enter a short/long position until the very last minutes before real-time, with as a result, a much higher impact from G-FLEX than other type of grid user.</p>	
<p>BRP perimeter correction – Access point with multiple BRP's</p>	<p>Febeliec</p> <p>Regarding setpoints and optimization, it is unclear at this point how a setpoint would be defined for assets on an industrial site, as the impact of embedded assets could potentially not be so easily attributed. Moreover, Febeliec is worried about the fact that Elia stipulates that optimization could only be considered for access points behind which the delivery points have the same baselining approach, which would be unacceptable from the point of view of industrial sites as this would severely limit the potential for participation in the markets and/or ancillary services, which can hardly be the purpose of this design note, while the alternative without the possibility of optimization would lead to sub-par results from an overall perspective. Febeliec insist that Elia reconsiders this position and looks for alternatives. A similar comment can be made for dynamic repartition keys, as these would lead to an overly complex situation for grid users (but would make Elia's work presumably easier), which would undermine the attractiveness and thus the application of this dynamic repartition key. Moreover, Febeliec is also not convinced that such approach could even work for industrial sites. Febeliec takes note of Elia's preference for option 3 without optimization, but this could lead to a loss for society as a whole.</p>	<p>which criteria should those "eligible costs" be considered accepted or rejected by Elia or by the CREG?</p> <p>Elia thanks the Grid Users which have already shared some views. Given the complexity of the topic and the feedbacks received up to now, Elia believes specific discussions on this will be necessary in upcoming workshops.</p>	

	Yuso	<p>Access point - Delivery point</p> <p>The perimeter correction needs to be done at the point where the BRP_supplier is appointed and sending the Schedules. In absence of any other agreement this is typically done at the access point.</p>	
	Parkwind	<p>Perimeter correction on Access Point or Delivery Point Level</p> <p>Elia investigated different approaches for correcting the BRP perimeter in case of Access Points with multiple BRPs on downstream Delivery Points. Parkwind has not had the time to consider all possible scenarios. However, we believe using option 3 as proposed by Elia is in any case a pragmatic and workable solution.</p>	
Remuneration beyond the cap	Febeliec	Remuneration beyond the cap should lead to the lowest possible cost impact	Elia thanks stakeholders for their feedback and confirm the intention to apply the same remuneration philosophy for Gflex beyond the cap (and beyond the temporary period / the flexible power) than for Redispatching.
	FEBEG	FEBEG therefore agrees with ELIA's proposal to remunerate beyond the cap based on the rules for remuneration applicable in the iCAROS framework, including a correction of the perimeter.	
	Parkwind	Elia proposes to base the rules for remuneration for activations beyond the cap on the rules applicable in the iCAROS framework. This means remuneration would be cost-based. Parkwind agrees with this proposal.	
	Yuso	The Design Note addresses also the quantification and remuneration of flexibility beyond the cap. For the remuneration, reference is rightly made to the iCAROS framework, the detailed discussion of which is not part of this consultation (page 69). The following seemingly obvious point deserves confirmation on this:	

		<p>whatever quantification or remuneration of activations beyond the cap, and whatever the future evolution of the iCAROS framework or a more market-oriented redispatch, the treatment of connections with flexible access and "firm" access will be strictly the same.</p> <p>The above statement implies that the socialization of activation costs, which is mentioned as a major concern in the Elia document, is strictly identical between "firm" and "flexible" access for all activations beyond the cap. This is fully justified, since these activations are beyond the constraints identified in the study phase. For example, if a planned investment cannot be realized in the contractual Temporary Period, society is at the origin, since investment planning is the result of the trilateral decision process between TSO, regulator and authorities. Hence, where the Elia document mentions the search for a balance between risks for investors and socialization of costs, it are clearly those elements (Cap, Temporary Period, CNE's) that define the borders for this balance.</p>	<p>access will be activated via Redispatching (which a.o. entails an activation request ahead of real-time in most cases), while Grid Users with a flexible access can be activated both via Gflex and via Redispatching.</p> <p>Regarding the borders beyond which the Grid User is remunerated and the BRP perimeter is corrected, those are the temporary period, the cap (in MWh) and the flexible power (in MW).</p>
	<p>BSTOR</p>	<p>A fourth, explicit discrimination of storage obviously comes from the proposal to apply the redispatching compensation principle for G-FLEX compensation for storage.</p> <p>[...]</p> <p>Such proposal is anyway in direct and obvious breach of provisions of Article 13-7 of the Electricity Regulation requiring that when non-market-based redispatching is used, all costs (including loss of remuneration) are compensated.</p> <p>[...]</p>	<p>Elia refers to the above answer to Febeliec, FEBEG and Parkwind comments and would like to add that regarding the impact of Gflex activations on electric storage:</p> <ol style="list-style-type: none"> 1. It is not the purpose of Redispatching activations that activated asset uses infra quarter-hour variations and only respect the average delta power requested. This behavior could put the system at risk. 2. In practice, the Gflex solution is wired and tested. Therefore, it's unlikely to have disconnections because of non-respect of Gflex setpoints. As there are no financial penalties for Gflex, it might actually be considered as an advantage for Gflex all together.

		<ol style="list-style-type: none"> 1. Redispatching provides for a MWh baseline to follow per quarter-hour, allowing infra quarter-hourly variability, without MW limit to respect. G-FLEX provides for a hard MW limit that cannot be exceeded. 2. Consequences from not following a re-dispatching bid are economic (penalty), consequences from not following G-FLEX are operational (disconnection). G-FLEX comes over as a close to physical limitation that compares with an outage. 3. Redispatching bid will (or at least can) be sent longer ahead than G-FLEX which is real-time leaving the BRP/BSP with more options to find alternative flexibility in its perimeter (and or adapt bidding). <p>[...] (Full text in BSTOR's feedback)</p>	<ol style="list-style-type: none"> 3. Elia acknowledges that this difference between Redispatching and Gflex increases the challenge for BRP/BSP to find the flexibility. That's why Elia will as much as possible inform market parties of activation risk. Elia also refers to the proposed mechanism to mitigate risks related to imbalance price. <p>In any case, Elia doesn't agree that applying the same remuneration principles to all technologies is discriminatory.</p>
	BSTOR	<p>BSTOR reminds that dispatching should be organized as a market as per Article 13-2 of Electricity regulation and that Elia failed, according to ACER, to justify that conditions for an exemption to such market-based organization are met in Belgium. Under such circumstances of “unjustified exemption to market-based rules”. BSTOR therefore requires Elia to define a roadmap for implementing ASAP market-based re-dispatching principles (not as part of a “sine die” long-term model as suggested in the design note).</p>	<p>Elia refers to the iCAROS framework concerning the reasons why Elia is not in favor to introduce a market-based mechanism for congestion management. Those reasons are even more valid for Gflex activations (price gaming due to possibility to anticipate the congestions). Elia specifies that introducing a cost-based remuneration for redispatching is in line with the exemptions on market-based mechanisms foreseen in the Article 13.2 of the Electricity Regulation as indicated in the Rules for Coordination and Congestion Management that have been approved by the regulator.</p>
	ODE/ Edora	<p>Elia completely ignores the development of the long existing basic principle in the EU Regulation that the first option to solve congestion should be by market-based solutions. By doing so, the grid operator is blocking the development of demand response which should be the primary solution for congestion problems</p>	

		Elia and stakeholders should initiate as soon as possible discussion aiming at setting up a flexibility market for congestion	
		Congestion Management should be market-based (as Belgium is short in renewables, Belgium should be leader in demand-side flexibility. Congestion Management should be market-based to unlock this flexibility)	Elia refers to the above answer as regards to market-based remuneration. In addition, Elia also specifies that demand-side flexibility is currently not in the scope of iCAROS phase I (nor was the scope of this design note) and that specific discussions related to the modalities for the participation of demand will take place in the context of Elia's Target Model about flexible access.
	COGEN Vlaanderen	Het recht op activiteiten door Elia om congestieproblemen te verhelpen dienen, net als voor andere ondersteunende diensten voor flexibiliteit, correct te worden gecompenseerd en vergoed. COGEN Vlaanderen is daarom niet akkoord met het voorstel van Elia om: a. het gemoduleerd volume binnen de cap niet te vergoeden b. het ongebruikte volume van de cap in een bepaald jaar over te kunnen overdragen naar de daaropvolgende jaren Vergoedingen en compensaties voor congestiemanagement, in het kader van injectie, kunnen bijvoorbeeld via de ontwikkeling van een marktgebaseerd product worden vergoed waartoe zowel TSO als DSO-geconnecteerde assets aan kunnen deelnemen. In het kader van afnamecapaciteit (gelinkt aan elektrificatie van de vraag), zou het recht op activatie bovendien ook beter worden vergoed via de toepassing van gereduceerde nettarieven voor “nietgegarandeerde afnamecapaciteit” van Grid Users, ...	Regarding the remuneration of the Grid User within the cap, Elia refers to section 6.4 from the design note. Regarding the market based products, Elia refers to the above answers. Regarding demand facilities, Elia will investigate this as part of the Target model.
	Febeliec	Febeliec also wonders how the inclusion of a cost-based formula in the connection contract would work for units without Scheduling Agent, as it is clear that such formula might require regular updates and would lead to a significant workload for both the grid user and Elia	Elia specifies that similar modalities are to be made available for grid users without Scheduling Agent i.e. that the formula could be part of an annex of the connection contract and could be updated at the request of the grid user after agreement of Elia. The practical modalities will be defined and discussed during the implementation phase.

	<p>BSTOR</p>	<p>Request for change 18</p> <p>Compensation principles of G-FLEX activations on storage beyond cap must deviate from the compensation rules under redispatching (ICAROS) since impact is totally different. This means that for not creating obvious discrimination of storage compensation should be sufficient to cover the entire value destruction from the G-FLEX activation in line with Article 13-7 of Electricity Regulation, in particular in a context where ACER is of the opinion that deviation from marketbased redispatching rules in Belgium is not justified.</p>	<p>Elia first specifies that the parameters of the cost-based price are not necessarily the same for every type of units. Specific components that should be included for batteries can be discussed in the framework of the discussion about the cost-based formula (e.g. at the signature of the Scheduling Agent contract). This being said, Elia does not see why using the same cost-based remuneration mechanism for all type of units (including electrical storage) appears to be a discrimination. As mentioned in Section 6.2, Elia has submitted a derogation request to CREG in order to implement cost-based redispatching in Belgium based on article 13.3 of Regulation EU 2019/943. The derogation request has been approved by CREG's decision (B)2752 of February 29, 2024. ACER's opinion in the quoted survey seems not to have considered all the necessary input to come to an informed assessment about the situation in Belgium.</p>
<p>Impact on BSP and CRM</p>	<p>FEPEG</p>	<p>FEPEG finds it unacceptable for ELIA to apply penalties related to unavailability caused by G-Flex activation, to participants in the Balancing Services (and CRM). While the logic in ELIA's explanation is understood, such provision results in the wrong incentive for ELIA to perform its duties, as well as puts unmanageable risk on the BSPs</p> <p>Firstly, from the principle point of view, ELIA will have an incentive to disconnect the installations with G-Flex activations who do provide Balancing Services (and CRM), as such activation will not be a cost to ELIA (until the cap is reached) while it will be a revenue stream/cost saving (depending on the point of view) towards ELIA. In this case, ELIA is the judge, executioner and beneficiary in one, in fact giving ELIA gaming possibilities, especially considering the proposal of ELIA in point 6.4.1.1 of not making distinctions and not reporting on the reasons of activations.</p>	<p>As mentioned in the design note, Elia acknowledges that this should be improved in the Target model. Elia is of course continuing the work to further develop the balancing markets and is hence actively working on finding solutions to this. This being said, besides the elements listed in the design note, there is also a high complexity when defining how exactly to compensate the penalties. F.i. for the BSP, depending on the balancing product and on the use of DPSU or DPPG for the delivery of the service, it will not always be possible to determine the impact of the balancing activation request on the discrepancy of the BSP. Market parties have suggested several concrete approaches to fix the impact on the BSP. Elia has analyzed those options, and listed the following elements in addition to those already identified in the design note:</p> <ol style="list-style-type: none"> 1) <u>CRI filtering</u>. Gflex can be used for local congestions, not necessarily corresponding to the electrical zones. In addition, aFRR energy bids are currently not systematically filtered in order to decrease the risk of unavailabilities.

	<p>Secondly, the risk is not manageable by the BSPs. ELIA points to gaming risk of assets with large activation costs. It must be noted that activations for Balancing Services are considered by most as an essential income stream necessary to recoup the investment costs (especially for assets like storage, where ‘sitting still’ is a huge opportunity cost). In a liquid capacity market, and after connection to the PICASSO platform, these costs should be mitigated. The current procurement of aFRR capacity (pay-as-bid) provides more gaming opportunity, as the providers do not bid their actual expected costs of reservation, rather bidding the price based on expected market clearing price.</p> <p><u>In FEBEG’s view, the BSPs (and CRM participants) should not bear the penalty costs in case of unavailability caused by ELIA G-Flex activations.</u></p>	<p>2) <u>Forced outage</u>. Elia believes this mechanism is not suited for Gflex activations, a.o. because they can occur for a short period and a limited reduction of power, potentially not impacting balancing activations at all.</p> <p>3) <u>Cancellation of penalties</u>. In the current design of the balancing products, this would allow the BSP to keep its remuneration (as remuneration is based on requested volumes and not on delivered volumes) while being exempted from penalties. Particularly for large BSPs which have several Delivery Points, this would lead to an "overcompensation", potentially even incetivizing the BSP to use Delivery Points behind a flexible connection in its portfolio to decrease penalties.</p> <p>4) <u>Making sure that the compensation paid by Elia to the activated grid user may include compensation of penalties and loss of remuneration on BSP activities</u>. In order to do so, we should be able to quantify the impact of a Gflex activation on the BSP. For the reasons explained above, Elia currently doesn't see how to design a consistent set of rules achieving this objective.</p>
Yuso	<p>Impact of Ancillaries and CRM</p> <p>Beyond the cap, there should be no distinction between firm and flex connections. Hence it is not acceptable that there would be curtailment beyond that cap that could lead to penalties for non-delivery. Beyond the cap, only redispatch is an option.</p> <p>Yuso expects Elia to apply CRI filtering in the aFRR energy bids. Otherwise, even without aFRR activation, penalties would apply during curtailment for not making the contracted balancing capacity available with energy bids.</p> <p>Impact of Ancillaries and CRM</p> <p>The BSP is encouraged not to adjust the EMS strategy to ensure continuous delivery of the ancillary services based on the risk of</p>	<p>Therefore, those approaches appear not be suited. Elia is currently investigating possibilities to define alternative proxies, allowing to mitigate the impact on the BSP while respecting as much as possible the risks identified in the design note for the 3 pillars. Elia will discuss possible options with the market parties in the planned workshops.</p> <p>Regarding the impact on prequalification, Elia confirms the position of the design note: all Delivery Points behind an access point with a flexible access are allowed to participate to the balancing (and CRM) markets.</p> <p>The impact on availability tests is however different: if Elia commits to avoid availability tests during Gflex activations or to cancel the related penalties, it comes down to secure capacity remuneration even in case of identified risk of Gflex activation.</p>

	<p>curtailment. Yet the penalty of failing to deliver the ancillary service because of curtailment is fully passed on to the BSP. At least after the cap there needs to be a level playing field between firm and flex connected assets providing the service. Hence it is not acceptable that there would be curtailment beyond that cap that could lead to penalties for non-delivery. Beyond the cap, only redispatch is an option</p>	<p>Regarding the activations beyond the cap, Elia refers to section 7 of the design note, detailing why activations can be reduced but not completely avoided.</p> <p>Regarding the incentive for Elia to disconnect installations with G-Flex activations who do provide Balancing Services (and CRM), Elia is surprised about FEBEG's comment.</p>
<p>BSTOR</p>	<p>Request for change 15</p> <p>As for the impact from G-FLEX on BSP activities, the scheme must be updated to limit the impact, both beyond the cap</p> <ul style="list-style-type: none"> o For not creating obvious entry barriers and discrimination of grid users with flexible access and in application of Article 13-7 of the Electricity Regulation providing for compensation of all costs (including loss of remuneration) when activating non market-based redispatching, beyond the cap (and/or when it cannot be demonstrated that the RA was fully and directly due to the grid user), G-FLEX activation (and redispatching) may not lead to any impact on BSP activities. This can either be achieved through considering redispatching/G-FLEX (beyond the cap) as an unplanned outage giving right to a portfolio reconstitution window as per BSP T&C, or by making sure that the compensation paid by Elia to the activated grid user may include compensation of penalties and loss of remuneration on BSP activities. o Within the cap, BSTOR understands that penalties and loss of remuneration apply, but BSP T&Cs should be updated to limit the consequences to the related penalty (no availability test, no impact on prequalification) to a level not creating undue market barriers (since it would de facto create a risk of excluding grid users with flexible access from participating to BSP activities). 	<p>Firstly, Elia has no incentive to reduce balancing costs to the detriment of a specific Grid User. The hypothetical gains would benefit the tariffs, not Elia.</p> <p>Secondly, Elia explained during the GUFlex workshops how the (mainly automatic) congestion management processes will be implemented. Likewise, the balancing processes have been explained in detail to market parties. There is no intention nor latitude to introduce these kind of links in the congestion and balancing processes.</p> <p>Elia reminds it will in any case inform the relevant market parties when a risk of activation is identified.</p>

	BOP	<p>(ii) Hinders participation to FRR</p> <p>As the flexible access would be signalled to the producers in real-time (after closing of all the auctions, including the reserve auctions, as well as after the redispatch timeframe), offshore wind farms would not be able to participate in any of the ancillary services (such as the FRR markets, but also Voltage control), as they would face unavailability and undelivery penalties when being curtailed in real-time.</p> <p>Elia has -so far- always strongly encouraged renewable energy assets to participate in these flexibility markets, as it opens up these ancillary services to new players, deepens the liquidity in these markets, breaks a former technological hegemony, all while creating downward pressure on prices. Several offshore developers have, in the past few years, invested significantly in being able to offer these services at competitive prices. All these efforts would be lost, and PEZ assets (assuming they could even be built on a flexible access contract) would not participate to any ancillary services</p>	
	Parkwind	<p>Obligations related to Balancing Services & CRM</p> <p>In the current process, Gflex is activated independently of the activation of balancing services and of the activation control (Availability Monitoring) of the Belgian CRM. This could lead to failed delivery of either service. This is different from redispatch, where these impacts are considered.</p> <p>Elia seems to want to use the financial risk of or inability to participate in the balancing services and CRM auctions during the temporary period as an incentive for Grid Users to carefully consider their connection requests. We however think this might be</p>	

		<p>counterproductive when it comes to the balancing products. Assets connecting under a flexible access contract are new assets and should be, in comparison with existing assets, better equipped technologically of being steered flexibly. By discouraging these assets from participating in the balancing products, Elia is potentially missing out on large amounts of flexibility from renewable generators, BESS, and electrified demand such as e-boilers and EV charging stations. We believe it is in Elia's own interest to remove any barriers for these assets to participate in the balancing markets. <u>We are therefore in favour of following the same approach as for redispatch when it comes to participation in the balancing products.</u></p>	
<p>Level-playing-field between Grid User with permanent access and flexible access</p>	<p>BSTOR</p>	<p>Even when the cap is reached, grid users with flexible do not seem to be treated on the same way as grid users with permanent access (the same prevails for the permanent bend in a contract with flexible access). In workshops and meetings, Elia pretends it is not the case, but the fact is that G-FLEX only applies to grid users with flexible access in Elia's proposal, and that Elia still consider activating G-FLEX on such GUs even beyond the cap or within the permanent bend, while this can't occur for GUs with permanent access. This is unacceptable for BSTOR. If flex-GUs have a compulsory participation to G-FLEX even beyond their cap or within their permanent bend, the same obligation should apply to GUs with permanent access (within their technical limitations obviously) for limiting the volume of G-FLEX activation to be received by grid users with flexible access beyond their cap or within their permanent bend.</p> <p>Request for change 2</p>	<p>Once the cap of a given connection with flexible access is reached, other actions will be used first, meaning that this specific grid user will not be activated as first measure anymore, which means that:</p> <ul style="list-style-type: none"> • In the security analysis of Elia in day-ahead and intraday, the (automatic) activation in real-time of connections with flexible access, that have not yet reached their cap, is taken into account to solve the congestion on a monitored grid element • If the required volume of flexibility will not be fully covered by these connections with flexible access, the remaining flexibility shall be covered with redispatching on technical units with an SA contract, for which all connections with flexible and permanent contract will be taken into account and treated the same way. <p>As soon as a connection with flexible access has reached its cap, it will be placed at the end of the order of activation of the automatic Gflex mechanism, meaning all other connections with flexible access related to the (risk of) congestion at hand, independent of the type of technology or connection date, will be activated first.</p>

		<p>Beyond the cap and within the permanent band, there may be no difference of treatment whatsoever between grid user with flexible access and with permanent. The risk of having a GFLEX activation (or re-dispatching bid) should be exactly the same and operating principles should be modified accordingly.</p>	<p>Therefore, the connection with flexible access beyond the cap will only be activated by the automatic Gflex mechanism in case :</p> <ol style="list-style-type: none"> 1. all other relevant connections with flexible access below their cap as well as redispatching (if available) have been activated and those measures were insufficient to solve the congestion or 2. it is used as a curative action to solve the congestion as the probability of activation is low and it minimises the activated volumes <p>An activation of the connection with flexible access beyond its cap or in its permanent band via the redispatching mechanism or Gflex mechanism, will be remunerated based on the rules applicable in the iCAROS framework as is also the case for connections with permanent access.</p> <p>Elia acknowledges that this does not yet allow for a full level-playing field between a Grid User with a flexible contract (beyond the cap, beyond the flex band and after the temporary period) and a Grid User with a firm contract, as the latter can only be activated in redispatching. This is a topic that will be further investigated in the target model, where Elia considers the possibility to develop congestion management products closer to real-time subject to technical capability.</p> <p>Elia underlines that the proposed approach corresponds to the current approach and that the level-playing field is not deteriorated with the proposed framework. Note that, for an asset that has the technical capability to do so, being activated in Real Time (through Gflex) instead of ex ante (through RD) reduces the occurrence of activation as well as the opportunity losses.</p>
<p>Volume determination</p>	<p>Febeliec</p>	<p>Febeliec has no preference but insists that gaming should be made impossible as much as possible</p>	<p>Elia thanks the stakeholders for the overall support on this topic.</p>

	<p>FEPEG</p>	<p>Baseline proposal</p> <p>FEPEG does not have major comments or concerns regarding the conclusion of ELIA for quantifying the flexibility in operation</p>	<p>Regarding electrical storage, Elia acknowledges the imperfection of the volume determination based on the historical baseline. However, schedules aren't perfect neither, a.o. because electrical storage assets that would do balancing will often have schedules at 0MW. In addition, there is a risk of gaming with schedules.</p>
	<p>Yuso</p>	<p>Quantification of activations beyond the cap for BESS</p> <p>For BESS, a theoretically determined volume based on historical measurements ('historical baseline') is not an accurate enough representation of the actual intended/ expected dispatch. A BESS will typically execute its schedule unless the realtime price exceeds a certain critical threshold and the SOC allows for such activation.</p> <p>Hence perimeter corrections can only be based on contractual schedules that have been sent to Elia.</p> <p>We consider this approach the "least bad" option. However, we would expect that there is a level playing-field for flex and firm connections and that congestion after exceeding the cap is only managed via redispatching and that curtailment is only used under the cap. Perhaps it is needed to extend the redispatching capability closer to real-time. However the alleviations of congestion would be controlled by activation of energy bids and offers with known volume and price. We refer to the progress that has been made in light of the iCaros discussion where a BESS should at least be compensated for the cost per cycle when activated for redispatching.</p> <p>In case there is no transparency on activation, we believe that the pricing of activation for real-time congestion management</p>	<p>Regarding the request to have eligible cost based on ex-post declaration of what the battery would have done, Elia doesn't see how it would be reasonably possible to verify what the Grid User would claim.</p>

		<p>should be left to the operator. There are ample general mechanisms in place to constrain (local) monopolies and monitor fair competition and restrain excessive market power.</p>	
	BSTOR	<p>Request for change 19</p> <p>The methodology proposed by Elia with “benchmarking” of injection/offtake rates for batteries over the last 4 weeks indeed create risks that other grid user will not have: Arbitrary BRP correction that may have nothing to do with the actual perimeter of the BRP should no G-FLEX signal be received and which can be “polluted” by impact from unavailabilities and G-FLEX activation within the benchmarking period.</p>	
	Parkwind	<p>Baseline methodology for the quantification of the used flexibility</p> <p>Parkwind welcomes the differentiation of baselines between technologies and agrees with Elia's proposal to use the AAP for wind and solar. Parkwind takes no position on the baselines proposed for the other technologies.</p>	
	BSTOR	<p>Request for change 18</p> <p>The compensations must apply to every single MW.h of G-FLEX activation compared to an 8760 hour flat baseline, and not the “average MWh injected/off-taken per MW.hours of available grid capacity” as Elia propose to benchmark on a reference period. It is the availability of batteries that create value in BRP perimeters, not their activation, and G-FLEX has exactly the same impact as a partial unavailability whereas it's not the case under the redispatching as this last one provides for a MWh baseline to follow,</p>	<p>Elia refers to above answer and believes it's unreasonable to correct the perimeter for a volume that the battery could never reach. Depending on the situation, it would possibly even be an issue for the BRP itself.</p>

		allowing infra quarter-hourly variability, without MW limit to respect.	
Obligations related to voltage and reactive power management	BSTOR	§6.4.4.2 (obligations related to voltage and reactive power management) We don't understand this. Isn't the line rating in apparent, not active power?	The line rating is expressed in rated current (A) and this is taken into account in the calculation of the Gflex setpoint which is sent in MW. In the calculation, the measured voltage and Mvar on the grid element are taken into account to define the maximum allowable MW for the Gflex unit. The measured voltage and MVar will thus have an influence on the MW setpoint.
Revaluation of flexibility needs	FEPEG	FEPEG supports the vision of the CREG that a revision of the connection contract as a result of the new framework should apply for the future) and only to the benefit of more firm access for the (prospective) transmission grid user: 1. Those who already have a connection contract, should have the option to request an update and fall under the new rules (optional) 2. Those who are currently in the phase of the EOS or EDS, they should automatically fall under the new framework	Based on the feedback from the Market Parties and after further analysis, Elia believes the main benefit of the revaluation is to evaluate the flexibility needs after cleaning up reserved capacities that will not lead to a connection. Elia proposes the following processes related to the revaluation of the estimated flexibility level (flexible/firm power and yearly values in MWh): <ul style="list-style-type: none"> • A single revaluation can be done following a formal request from the (candidate) grid user in the context of a valid EDS/reserved capacity • The revision can result in better or in worse flexibility level (Elia estimates this is necessary in order to maintain a balanced approach). Regardless of the result, these updated flexibility levels will replace the previous results and be used for the remainder of the study and connection process. <p>To give CREG and the (candidate) grid user sufficient time to analyze and decide, the candidate (grid user) must request a revision at the latest at the end of the first validity period of its capacity reservation (120 WD). A reevaluation of the flexibility levels may not result in a longer capacity reservation period.</p> <p>Regarding the duration of the temporary period, it is defined when signing the connection contract, and hence in any case after the revaluation. This is proposed in order to decrease cases where the standard periods of 15/10/5 years are used, as the infrastructure projects will have reached a higher maturity at the signature of the contract then at the delivery of the EDS or of the revaluation.</p>
	Yuso	The arguments developed above on transparency, level playing field and socialization of costs imply obviously that for an investor in "flexible access" resources, there can be no question of revaluation of flexibility needs which would entail an increase of either Cap, Temporary Period of CNE's. A contrario, as also mentioned in the Elia note, this would imply that connections with firm access could also be converted into flex access resources.	

			<p>As of approval of the Code of Conduct:</p> <ul style="list-style-type: none">• the Grid User asking for a new EDS/connection contract will automatically fall under this new framework, and hence have the possibility to request a revaluation• the Grid User who has an ongoing capacity reservation will still have the possibility to extend the validity of its capacity reservation for 120WD. Hence, he will also have the possibility to benefit from a revaluation.
--	--	--	--

6.7 Comments on the clarification of operational principles (Section 7)

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Order of activations	BSTOR	<p>Request for change 17</p> <p>G-FLEX activation merit order and activation definitions rules must rely on strict application of technology neutrality and cost efficiency and must be fundamentally reviewed to be compliant with requirements of transparency, cost-efficiency, non-discrimination in the Regulatory Framework. BSTOR suggest considering following activation principles [...]</p> <p>The full text is available in BSTOR's feedback. <i>Elia's understanding is that units with a permanent access above a given PTDF threshold should be activated before units with a flexible access for which the PTDF is below the threshold.</i></p>	<p>Following market parties feedback, Elia has clarified and adapted the Gflex activation merit-order.</p> <p>In case multiple connections with flexible access contribute to the same congestion, the connections for which the cap is not exceeded are selected as follows (considering only their flexible volume):</p> <ul style="list-style-type: none"> • Connections with flexible access are first divided into different groups based on their efficiency on the congestion (PTDF larger/lower than a threshold value) • Within the same PTDF group, the selection is based on the technology: <ol style="list-style-type: none"> 1. Storage and grey production together 2. Green production • Within each technology group, a Last In First Out (LIFO) principle is applied
		<p>A third, obvious and explicit discrimination of storage relies in the technology non-neutral activation order proposed under G-FLEX, always activating storage first.</p>	<p>If this is not sufficient to solve the congestion, the connections with flexible access for which the cap is exceeded are then considered following the same selection steps as described above. Finally, if this is still not sufficient to solve the congestion, the permanent power of connections with flexible access (within their cap or not) can be considered again following the same selection steps as described above.</p> <p>It is to be noted that the second criteria (based on technology) is defined to be in line with the philosophy of article 13 of the Regulation EU 2019/943 (Clean, Energy Package) that states that "system operators shall take appropriate grid-related and market-related operational measures in order to minimize the downward redispatching of electricity produced from renewable energy sources or from high-efficiency cogeneration".</p>

	ODE/Edora	<p>Regarding the activation principles in case of multiple connections with flexible access, ODE/EDORA believe that the order of activation based on the type of technology is the first step. In any case, ODE/EDORA believe that non-market-based curtailment of renewable energy may only be used as a last resort and that there must therefore be a rule or mechanism that guarantees this</p>	<p>Elia agrees with ODE that flexibilization of renewable energy should be considered after other technology and has reflected this in the activation principles. However, other criteria also need to be taken into account. First a criterion is necessary to ensure that a minimum efficiency on the congestion is guaranteed and avoid that very large volumes are necessary to solve a congestion. Second the status of the connection with flexible access (within cap or not) and the requested volume (flexible or permanent volume) is also necessary to ensure to use the most efficient solution to solve the congestion from a societal point of view.</p>
	Parkwind	<p>Elia proposes to first identify the most efficient units to resolve the congestion. Among these units, first storage, then grey production, and lastly green production assets will be activated. Within each technology type, a LIFO principle is applied.</p> <p>Parkwind agrees with the first 2 elements of this proposal, but questions whether the LIFO principle is the best. The LIFO approach would entail that the last units connected to the grid will reach their annual flexibility cap first, while earlier connected assets will reach it later or not at all. For Grid Users it will be impossible to know how many other new connections contributing to congestion on the same CNE will connect at a later date than himself. Therefore, it's hard to quantify the impact of this LIFO principle upfront. There might be alternatives that spread the impact of the Gflex activations differently. For example, Elia might activate those connections for which the lowest share of the annual cap has been used up so far first. That way, the cap is gradually used up at a similar rate among the different connections.</p>	<p>Elia first reminds that the contractual guarantee given to the grid user is the cap, independently on the activation principle. This means that the cap should remain the reference for the grid user to estimate the risk of being activated. Elia also reminds that the LIFO principle is in line and consistent with the methodology that is used to determine the levels of flexibility during the connection study. Finally, Elia specifies that a pro-rata method would lead to more frequent activations (but with a lower volumes) of all the connections with flexible access.</p>
	COGEN Vlaanderen	<p>Een efficiënt geïntegreerd energiesysteem gebaseerd op het energie-efficiëntie-eerst beginsel, tracht hernieuwbare energie efficiënt te benutten en slechts in laatste instantie te vernietigen (~</p>	<p>Elia takes note of COGEN Vlaanderen feedback and indeed intends to integrate the use of the flexibility from high-efficiency cogeneration in the activation merit-order just before the use of the flexibility from renewable energy sources. However, Elia highlights that</p>

		<p>curtailment). Oplossingen via demand side response (i.e. flexibele verhoging van de afname door elektrificatie van processen) dienen dan ook voorrang te hebben op het neerwaarts moduleren van hernieuwbare energieproductie. Deze redenering geldt ook voor cogeneratie-installaties die een (al dan niet hernieuwbare) brandstof efficiënt benutten, in lijn met achterliggende gedachte van artikel 13, 5 van Verordening (EU) 2019/943 rond redispatching. Voor congestieproblemen dienen eerst minder energie-efficiënte installaties neerwaarts te worden gemoduleerd, vooraleer cogeneratie-installaties met dezelfde brandstof worden aangesproken. Dit principe dient ook te worden gereflecteerd in de activatievolgorde zoals opgenomen in Hoofdstuk 7.2 van de Design nota.</p>	<p>some clarity on the precise definition of a "high efficiency cogeneration" should be available in the legislation in order to correctly take them into account in the merit order.</p>
<p>Timing of activations</p>	<p>FEBEG</p>	<p>Real-time activation - unjustified additional risk on the BRP's</p> <p>FEBEG does not find it technically justified to use G-Flex activations for congestion remedy actions in real time, especially for preventive remedial actions.</p> <p>From the BRP point of view, not knowing that a G-Flex activation will be executed by ELIA with reasonable lead time, leads to an open position which will be settled on imbalance. The BRP does not have control over what the imbalance price will be, and with no lead time to correct its position (i.e. by buying/selling position on intraday market) it leads to very high and unmanageable risk and costs. FEBEG urges ELIA to revise this aspect of the G-Flex activation, as in principle it does not bring additional value from the point of view of ELIA (solving structural congestion) while at the same time it exposes BRPs to unjustified and unmanageable costs. The remedy to this can be achieved by (i) allowing for a</p>	<p>Elia reminds that real-time activation lies at the basis of Gflex principle since many years and this existing approach has not been changed in the design note. Elia also specifies that real-time activation present two main advantages as it allows:</p> <ul style="list-style-type: none"> • Reducing the volumes to be activated (compared to ex-ante activations) due to the fact that real-time measured values are used to calculate the actual need for modulation • Reducing the frequency of activations as curative remedial actions (for which there is only an activation after the outage of a grid element) are possible <p>Concerning the impact on the BRP, Elia proposes to inform the concerned Grid User and its BRP when the risk of a Gflex activation is forecasted during the security analysis processes so that the BRP can have the opportunity to take actions at its side to ensure its balance.</p> <p>Furthermore, Elia refers to its proposal to mitigate the risks in case of high imbalance prices (see previous section)</p>

		perimeter correction in case of real time G-Flex activations or (ii) having a lead time of, for example, 3 hours (while the cross-border intraday market is still open) to give the BRP an opportunity to adjust its position	
	ODE/Edora	ODE/EDORA can follow the principle that Gflex should only be activated to solve (near) real-time congestions since this reduces the curtailed volumes to what is necessary for the safety of the grid	Elia confirms ODE/EDORA statement and adds that real-time activation also allows for curative activations, reducing the frequency of activations as these latter are only necessary when an outage of a grid element actually takes place.
Reasons of activations	FEBEG	<p>FEBEG does not agree with :</p> <ul style="list-style-type: none"> • Manual Gflex activations can be requested to solve some specific and non-frequent operational security issues • Considering that the flexibility from connections with flexible access can be activated as a curative RA (contrary to redispatching), having this flexibility available even after the cap is reached represents a high added value for an efficient congestion management <p>FEBEG understands from these statements that ELIA sees value in having real-time options for congestion management and for other operational security issues that go beyond what the specific grid user (with a Flex Connection) is causing. As elaborated above we don't agree with ELIA using G-flex for these use cases, in addition we don't see any legal basis for them. If ELIA however sees value in a real-time congestion tool in addition to iCAROS, we invite ELIA to create an ancillary product for this, so that these services can be provided on a cost-effective basis to the grid</p>	<p>Elia first reminds that the manual Gflex activations are limited to situations for which no alternatives exist to solve an operational issue (i.e. no efficient topological actions and no redispatching available). Elia also emphasizes that these not frequent activations are of course counted towards the cap.</p> <p>Concerning the curative Gflex activations beyond the cap, Elia reminds that these activations are of course always remunerated and leading to a BRP perimeter correction. They also allow to reduce the volume to be activated (as the activation takes place in real-time) as well as the frequency of activations (as curative activation is only requested in case an outage actually occurs on the grid).</p>
	ODE/Edora	Connection with flexible access can only be used when the congestion is directly and only caused by the grid user on in the CNE's identified in the EDS, and within the cap and as last resort	On using the flexible connection only for the CNEs identified in the EDS, Elia understands the position but would like to repeat the arguments stated in the design note. It would indeed not be efficient to complexify design and implementation when it's not expected

		<p>if a market-based solution is not available. Congestion caused by reasons related to grid issues (N-1, maintenance, repair, on other CNE than those defined in the EDS) should be solved by market-based congestion products</p>	<p>to have a significant impact. In addition, Elia made some modifications to the grid connection study methodology and proposed a process of reevaluation, with the objective to avoid overestimation of the cap (cf. sections 6.5). As a result, the cap does offer the guarantee to the Grid User that the flexibility will be used in a reasonable way.</p> <p>On using the flexible connection only as a last-resort measure if market-based solutions are not available, Elia refers to previous reactions: the concept of temporary period is to give access to grid users before needed grid reinforcements are realized so that activating first these grid users when a congestion (on monitored grid elements) occurs is actually the most efficient solution from a societal point of view.</p> <p>On using the flexible connection to solve N-1 situations, Elia refers to previous reactions: these activations are remunerated (when outside the cap, the flexible band or the temporary period) and allow to reduce the volume to be activated (as the activation takes place in real-time) as well as the frequency of activations (as curative activation is only requested in case an outage actually occurs on the grid).</p> <p>On market based products, Elia has extensively justified in the iCAROS framework why a cost-based approach is used, which led to an approval by CREG of such approach. This topic is out of scope of this consultation.</p>
<p>Interaction between Gflex and redispatching</p>	<p>FEBEG</p>	<p>FEBEG does not agree with the order of activations of proposed by ELIA. We are aligned with the CREG's proposal where G-flex activations should be ranked together with the corresponding redispatch bids.</p> <p>FEBEG does not believe the proposal of ELIA follows the requirement from Regulation (EU) 2017/1485 to "activate the most effective and economically efficient remedial actions". ELIA seems to confuse the economically most efficient solution from a societal point of view with the economically most efficient solution from its</p>	<p>As the concept of temporary period is to give access to grid users before needed grid reinforcements are ready, Elia thinks that activating first these grid users when a congestion (on monitored grid elements) occurs is actually the most efficient solution from a societal point of view. Activating remunerated redispatching in these situations would lead to additional costs to be socialized (via the tariffs) while the grid users creating these congestions that have benefitted from an early access to the grid would not contribute to solve them.</p>

		<p>own point of view by using G-flex activations first which have zero cost for ELIA.</p>	
	<p>BSTOR</p>	<p>BSTOR finds it fundamentally non-compliant with above principles to have “G-FLEX on flex-GUs” (even within the cap) considered as the first recourse for congestion management, this is significantly harming the business model of flex GUs in a way that could be reduced if such flexibility would be activated under redispatching instead of G-FLEX.</p>	
	<p>BSTOR</p>	<p>Transparency, cost-efficiency and non-discriminative congestion management should instead include:</p> <ul style="list-style-type: none"> - Operational principles enabling to define when either redispatching or G-FLEX (or return to schedule) is needed in order to reach a cost optimum between on the one hand, a principle minimizing G-FLEX activation (which have a higher cost for the GU and as consequence for Elia since Article 13-7 of Electricity regulation clearly state) without on the other hand a principle of avoiding excessive preventive recourse on redispatching volumes. - Clear and transparent definition of the T&Cs for the two services as well as the consequences on compensation when delivered by a grid user with flexible access (id est no compensation of the activation within the cap). 	
		<p>Request for change 1</p> <p>Elia must define operational procedures for activation of either redispatching or G-FLEX and define terms and conditions for both services that deliver an optimum cost-benefit (e.g. minimize G-FLEX without excessive unnecessary redispatching volume) independently from criteria for obtaining permanent or flexible access and associated rules. Then only specific conditions applying</p>	

		<p>to redispatching or G-FLEX activations on grid user with flexible access (id est no compensation within the cap, whether used as redispatching or G-FLEX) should be defined. There is absolutely no reason and is contrary to the regulatory framework to limit G-FLEX participation to grid users with flexible access, nor to systematically use G-FLEX/exclude redispatching for “exhausting” the free from compensation flexibility volumes from grid users with flexible users within the cap.</p>	
	<p>FEBEG</p>	<p>Return-to-schedule should be prioritized over Gflex to remedy congestion</p> <p>FEBEG finds it unacceptable that, in case of a congestion caused by a grid user (and its SA) deviating from schedule communicated to ELIA as part of SA obligation, a grid user with a flexible connection will be imposed a limitation on injection/offtake in a first order to remedy the congestion situation.</p> <p>FEBEG does not accept a solution where a grid user with a flexible grid connection contract will be bearing costs of congestions that are not solely and exclusively caused by that grid user, but by another party not fulfilling its responsibilities according to its contractual obligations. FEBEG does not accept that return-to-schedule process requires longer time than the 5 minutes G-Flex activation as justification of this clear imbalance between cause and effect of congestion. In such situations, return-to-schedule should be prioritized over G-Flex to remedy the congestion, not the other way around. In case the remedy action is preventive and not-curative, there is no technical or market process reason anyway to use G-Flex activation over return-to-schedule, if the congestion in such a scenario is caused by the grid user deviating</p>	<p>Elia understands that Febeg refers here only to the case in which a grid element is monitored by both CRI computation and Gflex. As explained in the note, the Gflex is taken into account as a remedial action in the CRI process in case a high CRI level is identified i.e. in case a congestion risk is identified even without deviation of the units in the zone from their schedules. In case the congestion only appears due to deviation from the schedules (meaning that a medium CRI applies with a defined active power cap), the Gflex is not considered to increase the defined cap and give additional margin to the other units in the zone to deviate from their schedules. This means that the return to schedule applies in case of medium CRI, independently on the presence of a Gflex.</p>

		<p>from schedule and not the grid user with flexible grid connection contract.</p> <p>This being said, FEBEG urges ELIA to not solve congestion issues with RTS on a regular basis, on the contrary, RTS should be considered as an exceptional measure. FEBEG does not want to get more frequent RTS requests related to increased number of flex connections.</p>	
	<p>BSTOR</p>	<p>Request for change 16</p> <p>Elia must look into much more details to what should be the optimal sequence of activation of Remedial Actions for battery storage that maximizes social cost/benefits and is in line with Article 21.2 of Regulation 2017/1485 and how such sequence can be materialised in the operational principles and in turn reflected in the grid study methodology. From BSTOR's point of view: G-FLEX activation to preventively prevent potential deviations from schedule/dispatch on battery storage hardly have any impact on grid congestions while having high impact on the grid user's business model and should be prevented as they goes against provisions of Article 21.2 of Regulation 2017/1485 cost efficiency Article 13 of Electricity Regulation (disproportionate cost and discrimination) and create entry barriers. Elia should not anticipatively prevent any possible deviation from schedule using such G-FLEX but only correct actual deviations from schedule if BESS doesn't sufficiently quickly react to a return to schedule instruction. In BSTOR's opinion, the sequence should therefore be</p> <ol style="list-style-type: none"> i. Re-dispatching bids to change schedule of a storage units ii. If changes from schedule cause congestion issues => return to schedule. In BSTOR's opinion, this should always be activated 	<p>In case of congestion is detected on a grid element monitored by a connection with flexible access for which the cap is not reached yet, remunerated redispatching will not be considered first:</p> <ul style="list-style-type: none"> • In D-1 / Intraday, if the congestion is detected on the monitored line, a high / medium CRI will be determined in the zone and Elia intends to inform the Grid Users about a possible modulation in real-time. • At the start of the high/medium CRI period, a Return-to-Schedule request will be sent to all units (flexible & permanent access contracts) in the Electrical zone. • If, in real-time, the congestion occurs, the actual production (schedule or deviation from the schedule) of the flexible access contract unit will be capped via GFlex signal.

	<p>before G-FLEX in light of cost-efficiency requirements under Article 21.2 of Regulation 2017/1485.</p> <p>iii. Only if actual deviation from schedule/actual dispatch causes a problem or if return to schedule not respected, G-FLEX signal to be sent</p> <p>Considering the speed of reaction of batteries (which could be reflected in lead time to follow GFLEX signal) and the fact that in last resort they can even be disconnected without damage, this sequence, limiting G-FLEX activations on storage to the strict necessary seems totally acceptable to BSTOR.</p>	
Yuso	<p>Operational efficiency - merit order</p> <p>In the "Visienota" of 28 March 2024 regarding flexible access under point 18, CREG refers to the general obligation for the TSO, pursuant to art 21(2) of the SOGL guidelines, to use the economically most efficient remedial actions to manage congestion risks. Elia's Design Note is not compliant with this obligation. We illustrate this point with an example.</p> <p>Assume a gas plant with firm access and a wind farm with flexible access, both competing for limited grid capacity in a given network node. In accordance with Elia's proposal, the gas plant will force curtailment of - at least a part of - the wind farm each time gas is in the money. Of course, such a situation is not compliant with SOGL 21(2). Since the energy transition needs a strong development of renewables up to a gradual phasing out of the gas-fired resources, and grid development cannot always (and should not always) ensure the simultaneous injection of both kinds of resources, such a situation is not to be excluded, it could rather be typical for many use cases during the energy transition.</p>	<p>Elia takes note of this feedback from Yuso and intends to address it in the coming discussion related to the Target Model.</p>

		<p>Several solutions can be envisioned for the problem. But each of them requires a further step in the development of the "flex access" mechanism as proposed by Elia, for example consider the following situation in winter:</p> <ol style="list-style-type: none"> 1. Downward Redispatch (RD) of the gas plant. In a competitive redispatch framework, the cost of this is the power market value minus the marginal cost of the plant (mainly gas). This entails a socialization which Elia intends to avoid. 2. Downward Redispatch of the gas plant, combined with a local redistribution of the RD costs to avoid socialization. In this specific case, the RD cost would be charged to the wind farm. For the "flex" part, the net revenue of the wind farm is: market value - RD cost = substitution value of the gas. This can be considered fair for the wind farm, since the only value it creates with its flex part is gas substitution: it provides no contribution to security of supply as long as the gas plant is available. The socialization is avoided, while both parties are treated in a fair way. <p>Further, there is a surplus for society, though not visible in cash: the cost (internalizing carbon) of the avoided gas. Only as a last resort, Elia will curtail the wind farm while according to the design note, the firm gas plant would get priority.</p> <p>As long as flex constraints are purely caused by grid elements and not by competition between technologies, the above example seems not to be very topical. But this is only apparently so: in the end, all grid constraints are caused by injection somewhere else, domestically or abroad.</p> <p>This example shows that further development in the direction of market-based close-to-real-time RD is needed.</p>	
--	--	--	--

		<p>We believe that Elia underestimates the potential depth of a new market for offering curtailment. On higher voltage levels (> 70 kV), the curtailment to alleviate grid congestion is possible on multiple locations in the grid.</p>	
Setpoint exchange	Parkwind	<p>Elia proposes to send Gflex setpoints directly to the concerned Access or Delivery Point. However, Parkwind prefers that all setpoints related to grid services, including the Gflex activations, go via the interfaces with the Scheduling Agent or BSP. We believe this is more manageable and efficient for both the grid user and for Elia. There is a wide variety of communication standards & interfaces used in SCADA and EMS systems. SAs and BSPs already have a lot of experience and solutions for connecting with such interfaces. We therefore believe that reusing the existing communication interfaces between Elia and the SA or BSP on the one hand and between the SA or BSP and the Grid User on the other hand is a more scalable solution.</p>	<p>Elia reminds that the Gflex concept consists in sending direct setpoint to a unit to allow a fast reaction to ensure e.g. curative activations after an outage on the grid occurs. Going through a SA/BRP does not allow to achieve this as the reliability is not high enough to allow a reaction within the requested reaction time. Elia would also like to remind that Gflex operates on local congestions and aims for a reduction of injection/offtake in a specific location, which doesn't let the opportunity for a SA/BRP to optimize their portfolio.</p>

6.8 Comments on the reporting and transparency (Section 8)

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Reporting and transparency	FEBEG	For each activation of G-Flex, there should be a strict and rigorous monitoring and reporting of the activations by ELIA, which should be auditable by CREG (or a third party appoint by the CREG) in order to verify a posteriori the utilisation by ELIA of the mechanism according to the Code of Conduct.	Elia refers to chapter 8 of the design note, where a detailed reporting towards the CREG and the Grid User is indeed proposed for each Gflex activation.

6.9 Comments related to Princess Elizabeth Zone (PEZ)

Elia received some comments related to the Princess Elisabeth Zone and the fact that the first concession of 700 MW (that will be connected prior to the realization of Boucle du Hainaut project) will get a flexible access. Elia provides the following global answer to those comments, which are themselves provided thereafter.

The requestor in the case of the PEZ is the FPS Economy and FPS Public health, not the OWF.

As such, the spirit of the flexible access was completely respected as it offered a possibility to the requestor (authorities) to accelerate the rollout of offshore RES while considering onshore constraints.

Just like for any other requestor, Elia communicated the available options, considering Belgian ambition to accelerate as much as possible the RES integration. The requestor has been informed from the very early phase of the project of the high reliance of the connection of the offshore wind farms in the PEZ to Ventilus and Boucle du Hainaut. More specifically, in the Grid Design note sent to the authorities on 15/10/2021 and approved by ministerial decree on the 7th September 2023, we can read:

"De realisatie van het Ventilus project zal toelaten om maximaal 700 MW bijkomende elektriciteitsproductie aan te sluiten (in een eerste fase wel door middel van een flexibele toegang tot het net, zie verder). Wanneer vervolgens ook het project Boucle du Hainaut in dienst wordt genomen, verhoogt de onthaalcapaciteit van de kustregio met ongeveer 4 GW (de vorige 700 MW inbegrepen). Dit laat toe om tot maximaal 3,5 GW aan offshore productie en/of interconnecties aan te sluiten. De resterende bijkomende capaciteit is dan voorzien voor onshore productie (waarvoor reeds een wachtlijst bestaat)."

A reference to this element has also been made in the Federal Development Plan 2024-2034:

"De voltooiing van Ventilus zal allereerst de aansluiting mogelijk maken van een eerste blok hernieuwbare productiecapaciteit van 700 MW. De precieze toegang die tot dit eerste blok zal worden verleend, in afwachting van het Boucle du Hainaut-project, wordt nog bestudeerd maar zal rekening moeten houden met de congestie op de as Horta-Mercator."

Note: the federal development plan 2024-2034 has been subject to a public consultation between 02/11/2022 and 16/01/2023 and published on 04/05/2023 on Elia's website: <https://www.elia.be/nl/infrastructuur-en-projecten/investeringsplannen/federaal-ontwikkelingsplan-2024-2034>

The present public consultation is focused on the evolution of the framework for flexible access at federal level, not on the type of access to be granted for the first lot of the PEZ.

We understand that some concerns raised are not directed to the proposed framework for flexible access but to the flexible access granted to the 1st lot of the PEZ itself. In that sense, these concerns are not necessarily relevant for the present public consultation. However, the framework for flexible access as proposed is clearly tackling the concern that the risk related to a flexible access would be unmanageable because unquantifiable: all the dimensions of the risks are now capped: duration, volume and price. Guarantees on the duration are provided in section 6.3 and guarantees on the volume and the price are provided in section 6.4.

Elia is obliged to a non-discriminatory treatment against all requestors.

Elia is obliged to a non-discriminatory treatment against all requestors. It's precisely this non-discriminatory treatment that obliged Elia to propose such a Flexible access to the authorities and to elaborate, with your collaboration, an overall framework for flexible access applicable to all clients.

Moreover, the level-playing field between the participants to the PEZ tender is not affected as all participants receive the same information and are exposed to the same risks.

The related comments from the Market Parties are listed in the table below.

STAKE-HOLDER	FEEDBACK RECEIVED
BOP	<p>A connection with flexible access is a no-go for offshore developments, a firm connection is a crucial requirement for bankability reasons and the only viable solution.</p> <p>Since years, BOP demands a guaranteed firm access to the Belgian grid and fixed connection capacities to be able to fully use the valuable wind assets in the PEZ and to produce renewable offshore wind power at the lowest cost for society.</p> <p>Moreover, a flexible access is understood not to be applicable for the offshore connected windfarms through the PE Island, as the projects have no option to coordinate location, delivery time and installed power which is a pre-requisite for the concept of a flexible connection as defined in the appropriate legislation.</p> <p>Any proposal for a connection with flexible access is NOT acceptable (even if it is temporary in nature, if it comes with certain guarantees on volume and/or it is partly “backed” by a 2s-CfD) as it jeopardizes the bankability of the projects and as such also a timely realization of the new offshore wind developments for Belgium.</p> <p>Elia, as party which can manage the risk associated with the build-out of the grid, has to provide a connection with a firm access from the start of the offshore projects in the PEZ and within the current planning. Any curtailments resulting from grid-related constraints are to be fully remunerated in accordance with the EU Electricity Market Regulation and the BRP perimeter is to be corrected.</p> <p>The framework of connections with flexible access is not intended for the offshore developments</p> <p>Offering a connection with flexible access primarily acts as an incentive for grid users to optimize</p> <ul style="list-style-type: none"> (i) the location of their installation (ii) the timing of their connection (iii) their overall connection capacity of the project <p>as function of the grid hosting capacity (to be) made available by the TSO.</p> <p>All three elements are not a choice for the offshore developers, as the location, timing as well as connection capacity are predetermined in the offshore tender requirements. As a consequence the project developer does not have the option to postpone the developments until realization of the grid reinforcements, if the project risks are considered to be too high or unmanageable with a flexible access.</p>

According to the EU legislation, the TSO should provide the possibility for a connection with flexible access in order to facilitate a faster rollout of renewable energy projects that might otherwise be not realised or delayed due to unavailability of grid hosting capacity. In the specific case of the PEZ, the connection contract will be part of the tender documents (which are to be published in October 2024). The connection is not requested by the offshore developer but by the Belgian government. Again, the project developer has no other choice but accepting the published connection contract and consequently the underlying nature (flexible or firm) of the connection. This undermines the voluntary aspect of the connection with flexible access.

The framework of connections with flexible access is therefore not intended for the offshore developments, and only used by Elia to solve its issues and consequently delays in the required onshore grid reinforcement projects, namely the Boucle-du-Hainaut project.

Congestion issue for the first offshore concession of the PEZ

Elia proposes a connection with flexible access for the first new concession of 700MW for offshore wind developments in the Princess Elisabeth zone, while waiting for the completion of the Boucle du Hainaut onshore grid reinforcement project. BOP has so far not received a clear justification of the need for flexible connection (cf. in this regard the recent CREG opinion (CREG(Z)2779)).

We also would like to point out that Elia communicated its intention to provide a connection with flexible access for this first offshore wind farm in PEZ to the market only very late. The integration of 3.5GW of new offshore wind on the Belgian grid has been discussed in public Elia working groups since 2020 (and the connection for a first plot of 700MW has been under consideration since 2017), but the connection with flexible access has only been on the table since late 2023. Given the large financial implications, this has caused great concern within the industry and would definitely undermine the objectives of the upcoming offshore tender.

Impacts of a connection with flexible access on the offshore wind park

(i) A flexible access makes offshore developments not bankable

Foremost, a connection with flexible access, hindering the injection of the offshore wind production due to grid constraints is not bankable and thus not acceptable at all.

This view is shared with the four major Belgian banks active in financing offshore wind parks. We would like to refer to their reaction to this public consultation of the Elia TF PEZ (January 2024) and highlight the following conclusions:

- "The introduction of non-manageable risks such as the flexible connection contract is likely to be a major blocking point for bankability. We expect this impacts bankability but also to the feasibility of the proposed carve outs with corporate ppa's and cooperative ppa's.";
- "As the curtailment risk cannot be controlled by the project company, the project would clearly not be bankable"

Impacts of a connection with flexible access on the offshore wind park

(ii) Undermines the marketability of PPAs

Based on the above, it is abundantly clear that a flexible connection completely compromises the conclusion of PPAs as in the case of unreimbursed flexible activations, the entire risk must be borne by the developer or is placed with the end user, thus compromising the marketability of the PPA, which is strictly necessary for project financing.

A flexible access disturbs the level-playing field of the offshore tender

The federal government, through a 2-sided CfD mechanism, has chosen to limit market risk faced by offshore wind developers, thereby creating a level-playing field for the offshore wind projects in the PEZ so that the various competing developers can offer competitive strike prices that purely reflect the developers' ability to develop, build, and operate an offshore wind farm at the lowest possible cost with limited risk premia. However, even with a 100% 2-sided CfD, not all risks of a connection with flexible access are covered, as the missed Guarantees of Origin and additional imbalance costs also have to be taken into account and market revenues are far from guaranteed.

Elia's proposals, which - even if the volume of flexibility would be capped - introduce unpredictable and uncontrollable (market revenue) risks in the business plan of the wind farms, is diametrically opposed to the objectives of the 2sided CfD mechanism as it re-introduces unquantifiable market risks, and thus puts bankability at risk. If the projects even get realised, it will lead to a higher strike price and thus higher costs to the federal government, socialising these costs.

On top of that, it distorts the level -playing field in the context of the award of the PEZ. Given the expected price competitiveness of the tender, bringing in this uncontrollable risk and incorporating it into their business case by the various bidders could make all the difference, on a basis that is very far from the objective: producing offshore wind energy at the lowest cost. Note also that if Belgium chooses to place these risks (and thus costs) on the wind farms, this artificially increases the strike price and thus makes a comparison between the price of offshore wind with our neighbouring countries impossible.

Introducing new elements that will significantly impact the strike price, also require an update of the price cap study, as the 95 EUR/MWh might prove to be unachievable, if the projects could be realised at all.

Transferring the risk to the offshore wind park does not avoid socializing of cost

Elia argues that the curtailments should not be reimbursed, so as not to "socialize" the costs. However, not including such costs in Elia's tariff structure does not make them -and their "socialization"- disappear. On the contrary, if the projects get realized despite the hinder on bankability, the total cost will eventually be passed on through an increase in the strike price, and thus end up in the hands of the citizens, i.e. socialized. The solution to keep these costs as low as possible is the further timely expansion of the onshore grid, and this is where the TSO, together with the permitting authorities, have the most important tools to realize this as quickly as possible and thus keep these costs down most efficiently. Laying

	<p>the appropriate incentives/penalties on the TSO should ensure that the solution is provided by the party who can actually mitigate it without jeopardizing the much needed investments in the further growth of the offshore sector. The overall cost (to society) will be higher if the risks are placed on a party that cannot mitigate them.</p>
<p>Parkwind</p>	<p>Parkwind's earlier engagements on the topic of the flexible access connection contract focused on the applicability of such connection contract to the offshore wind farms to be developed in the Princess Elisabeth Zone (PEZ). Parkwind would like to stress that it hasn't changed its position on whether a flexible access connection contract should be applied to PEZ wind farms; we believe it shouldn't. Concluding a flexible access contract should be voluntary and can therefore not be imposed on any development for which the timing, location, and dimensioning is prescribed in a government tender – as is the case for the PEZ. More details on the reasoning can be found in the BOP's response to this public consultation, to which Parkwind subscribes.</p>

Elia has also received the following comments which requires a specific answer.

SUBJECT	STAKE-HOLDER	FEEDBACK RECEIVED	ELIA'S VIEW
Regulatory framework	BOP	<p>Clarity on the connection contract is to be provided at publication of the offshore tender at the end of October 2024</p> <p>The offshore tender documents for the first concession in the PEZ are to be published at the end of October 2024. The offshore developers then have 9 months to prepare and submit their offers. In order to properly prepare their bids to obtain the lowest achievable strike price (and so maximise their chances of winning the concession), absolute clarity on the connection modalities is required.</p> <p>As it is certain today that the new regulatory framework (for which the design note is now under consultation) will not be in place nor guaranteed via retro-active measures, at the time of publication of the offshore tender (end of October 2024), only existing connection agreements can be applied.</p> <p>The current “Gflex product” is absolutely not suitable for the offshore developments, as it introduces unquantifiable and unmanageable risks into the project, which makes financing of the project impossible.</p>	
Risk allocation - BRP	BOP	<p>Grid related risks are to be allocated with the TSO who can manage these risks</p>	<p>Elia would like to remind that we are defining a general framework for connections with flexible access and not a specific framework for the flexible access of PEZ. Related to the risk on the imbalance price, Elia refers to his updated proposal in section 6.6.</p>

	<p>Imposing the risks resulting from flexible connection implicitly on the BRP (grid user), rather than on the grid operator, is justifiable from a risk allocation perspective only if the BRP (grid user) actually has the resources to prevent and/or mitigate these risks. This is clearly not the case. As a principle, uncertainties and risk introduced by Elia as a result of the grid and market topology should not be transferred to the offshore wind producers, as it increases the risk profile of the projects which increases the offshore wind production costs and could jeopardize the realization of the projects. The grid operator is the only and best party to cover these risks, with lowest societal cost.</p>	
--	--	--

7. Attachments

- The non-confidential replies from the Market Parties are available on Elia Website.
- The proposal of Code of Conduct (in Dutch) regarding connection procedures and flexible connections (hereinafter: the Proposal) as formally submitted to the CREG on 20/09/2024.

Please note the following regarding this Proposal:

Elia and the CREG have agreed that Elia would further investigate the BRP-impact. Eventually, the later could be subject to an adapted Proposal to the CREG in the coming weeks. This will be further discussed on the workshop of 10/10/2024.

The Proposal includes a central column that aims at providing supporting explanations regarding the proposed text. It should be read together with Elia's views and section 5 of this consultation report.

Contact

Elia Consultations

Consultations@elia.be

Elia System Operator SA/NV

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

