CONSULTATION REPORT

Report on the public consultation regarding the Terms and Conditions for the Outage Planning Agent (T&C OPA) in the framework of the Release 1 of Phase 2 of iCAROS project

1st April 2025

Contents

1. Introduction

Elia organized a public consultation from 31st of January 2025 to 3rd of March 2025 regarding the Terms and Conditions for the Outage Planning Agent (T&C OPA in the framework of the Release 1 of phase 2 of iCAROS project.

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

2. Feedback received

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

- *Belgian Offshore Platform (BOP)*
- *FEBEG*
- *FEBELIEC*

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

3. Instructions for reading this document

This consultation report is structured as follows:

- Section 1 contains the introductory context;
- Section 2 gives the list of the parties who sent a response to the public consultation;
- Section 3 contains instructions for reading this document;
- Section 4 summarizes the various comments received during the public consultation and ELIA's position on each of them;
- Section 5 describes the next steps that will follow public consultation;
- Section 6 contains the annexes of the consultation report.

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

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

Subject/Article/Title	Stakeholder	Comment	ELIA's view
A	B	C	D

A. Subject covered by the question(s)/feedback(s) received.
B. Stakeholder having provided the question/feedback.
C. Question/feedback received by the stakeholder.
D. ELIA's answer to the question/feedback received, including the reasons why ELIA has or has not taken the stakeholder's feedback into account in the final proposal.

4. Comments received during the public consultation

4.1 General comments received during the public consultation

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

Subject	Stakeholder	FEEDBACK RECEIVED	ELIA'S VIEW
General comment	*Febeliec*	Febeliec would like to thank Elia for its public consultation on the modification of the Terms and Conditions for the Outage Planning Agent I the framework of the Release 1 of Phase 2 of the iCAROS project. Febeliec has no direct comments on the proposed amendments for release 1 of phase 2, but supports the need for an improved outage planning, to ensure that the grid, mostly paid by the consumers, is used and made available in an optimal way, avoiding undue (additional) limitations on (new or extended) connections. Regarding further releasees, in particular release 3, which would also include TSO-connected demand sites, Febeliec can only reiterate its position that it is adamant that a pragmatical solution is implemented that does not lead to an additional burden for consumers. This is even more so the case when scheduling processes will be extended to (TSO-connected) demand facilities, as this entails a totally new obligation for them and the quality of the provided data and information will be in phase with the user-friendliness and usability of the tools provided by Elia, including the possibility for multi-purpose use of the data and information to be provided. Febeliec also wants to stress that certain processes which are relevant or clear in the context of generation and/or storage, are not necessarily straightforward or even feasible for demand, such as a.o. the proposed change request process (which would create a myriad of issues at demand level), the pricing of offers, the testing status, forced outage status, must-run, may-not-run, and so on. Febeliec understands that Elia has such issues in mind for the development of the terms and conditions and tools for an extension to demand but nevertheless insists to remind all involved parties of the fundamental differences which require a thorough analysis and potentially different implementation track.	Elia is aware that the extension foreseen in iCAROS phase 2 release 3 includes market parties that have no experience with providing OPA (nor SA) relevant information. As such, Elia and its DSO colleagues are prepared to develop user-friendly and versatile tools with input of market parties, enabling multi-purpose use of data and information, if feasible at reasonable cost. When extending the design to new market parties, the design in place as well as the implementation plan will be reviewed for feasibility with the parties impacted by the changes.

General comment	*FEBEG*	FEBEG would like to thank Elia for the proposed evolutions which FEBEG members support on the main principles. We consider the continuous use of Optiflex on the full horizon and the merge of transparency and outage planning flows as positive evolutions. Going more into the details of the proposal behind those principles, FEBEG still sees several issues in the design which will be commented in the specific feedback below. The main issues relate to the large validation periods (to either accept or refuse an event) that Elia grants himself which complexifies the execution of OPA management as manual intervention prevail over automation, reduces the benefits of implementing modern tooling more generally and puts at risk the crucial role of timely and correctly publishing availabilities in IIP. The go-live of iCAROS in May 2024 included the new continuous process (Optiflex) and maintaining the gates (xls for revision, standby and RTR) for OPA communication which raised significant IT problems for some FEBEG members. Considerable IT resources have been spent on allowing the coexistence of optiflex and gates xls-based communication. This point was transparently shared with Elia well ahead of iCAROS go-live. The proposal to move to a continuous process for the full horizon is consequently a positive evolution in the management of Outage plans. However, FEBEG regrets that its feedback was not considered at the time (of consultations) before iCAROS go-live. It is very unfortunate that considerable resources have been invested by the market parties to allow the coexistence of gates (RTR, SB, etc) and Optiflex, while it is clear that they have been deployed for only a limited period of time and OPA's are now asked to dismantle them. This consultation also includes several elements that were raised by market participants after the go-live, which in general FEBEG can support and FEBEG wants to thank Elia for that. For example, the proposal that a wider definition of Forced Outage which can be indicated up to 45 minutes before RT. Finally, FEBEG acknowledges that several workshops have been organized since May 2024 and considers it is good practice to involve the market. For the sake of timing and giving transparency to Outage planning Agent, the technical guides have been delivered before the consultation started. FEBEG has always repeated that this approach should not come with the consequence that valid points raised on the market design consultation should be ignored because it is too impactful on the technical guides.	Elia acknowledges that it has been stated by FEBEG before the go-live of iCAROS phase 1 that it preferred to include the full-time horizon for availability plans (Y-3 till RT and not D-7 till RT). However, given that the go-live of iCAROS phase 1 originally planned February 2023 was postponed till May 2024, Elia did not want to enlarge the scope further because this would trigger additional delays. Already the scope of iCAROS phase 1 was very challenging for a lot of the impacted market parties and continuous follow-up was put into place to ensure that the go-live of iCAROS phase 1 was feasible for all impacted market parties. Elia tried to reduce the impact for market parties as much as possible by developing an automatic translation of the gates xls-based information towards the Optiflex system. The reason for moving on is that existing OPAs indicated in the REX following the go-live that they would very much appreciate the extension of the OPA design to the full-time horizon but also because Elia wants to avoid that new market parties taking up the role of OPA need to develop the 2 systems. To limit the impact on migration for the existing OPAs, a launch of the new system before the data submission for Y-1 is preferred. As such Elia hopes to launch the new tooling before the summer of 2025. However, if not feasible for all market parties a new go-live date will be proposed, and Elia will try to facilitate as much as possible this more complex migration. In the next part of this report the remaining points raised in the general feedback from FEBEG are specifically addressed and answered more in detail.
General comment	*BOP*	BOP took notice of the public consultation launched by Elia on 31 January 2025 on the "proposal for modification of the terms and conditions for the outage planning agent in the framework of the release1 of the phase2 of the iCAROS project". In this reaction we would like to respond to this consultation. We remain available for further collaboration and questions whenever deemed necessary.	

4.2 Specific comments received during the public consultation on T&C OPA

Subject	Stakeholder	FEEDBACK RECEIVED	ELIA'S VIEW
Availability Plan Definition	*FEBEG*	FEBEG notes that the full horizon is to be understood as Intraday until Year + 5 and Optiflex cannot accept events more in the future. This raises significant challenges in the management of availabilities because OPA will need to store events which cannot be accepted in Optiflex and send those events at the moment it fits the Year +5 horizon. For instance, an unavailability covering the period 2026 until 2031 can only be partially pushed in Optiflex. This unavailability needs to be split into two events: (i) one event covering the period 2026 until 2030 can already be pushed in Optiflex and (ii) a second event covering the period 2031 can only be sent as of January 1st 2026. FEBEG asks Elia to consider the full horizon without limitation until Year +5 because it will help a lot in the daily management of outage plans and it will be aligned with the time horizon of IIP's.	Given that the Art. 93 of SOGL indicates that the Availability Plans should be provided up to three years ahead, the original timeframe foresaw a horizon till Year + 5. After additional bilateral clarification provided by market parties, revealing specific use cases in the OPA database where no end date is given for an unavailability event, Elia will add a "Tag" in the unavailability event to allow OPAs to indicate that a technical unit is unavailable beyond this end date of Y+5 or a start date beyond the Y+3. When using this "Tag" the following conditions need to be respected: • Unavailability event type = Planned unavailable • Pmax available = single value for the whole duration of the unavailability These conditions are in line with the specific cases mentioned by the market parties requiring an end date beyond the horizon of Year +5 or a start date beyond the Y+3 but allow at the same time to keep the database at Elia side manageable. The Elia system will only generate the Availability Plans for the upcoming 5 years, but the OPA will be able to send all the information in its database and the OPA will not need to update this information if no changes in this unavailability occurs. When generating these yearly availability plans, the technical unit will be indicated per default as unavailable along with its submitted Pmax. The Technical Guide will be updated to incorporate these the proposed changes.
Modalities for the provision of a Testing Status	*FEBEG*	For the planification of tests, FEBEG does not understand why it should be communicated one month ahead at the latest. If a test needs to be planned in 2 weeks and it enables a Technical Unit to be available earlier, Elia should allow it and in case of conflicts, make use of the reasons to request a shift in the proposed timing.	Elia understands the request of FEBEG, but Elia cannot guarantee that the tests can be supported by Elia if not informed less than one month in advance. As such Elia proposes to add in the T&C OPA Art. II 5.5 "If a test neither requested, agreed upon nor imposed by ELIA, is submitted by the OPA less than one month before the start of the test, Elia cannot guarantee its acceptance. ELIA will validate the test request, pursuant to the timings mentioned in Art.II.8.6."
Modalities for the provision of a Testing Status	*FEBEG*	For the Test status, FEBEG reads in the document that "As from day-ahead 3 PM before the test, the Scheduling Agent has to provide a schedule for the test period as well. As an exception to the freedom of dispatch, this schedule related to a	Given that a technical unit with Testing Status is not obliged to provide redispatch bids, Elia has no means to modify the provided schedule in case of operational security issues. As such Elia believes that an operational security check is needed before an agreed testing schedule between Elia and SA can be

		"Testing" status has to be validated by Elia. These modalities will be later described in the SA contract." This timing makes it very difficult to organize a test as it is very late to announce to (sub-)contractors that works can be cancelled in such a short notice. Moreover, the energy associated with the test profiles have been offered to EPEX market and creates a large risk in terms of energy management. FEBEG believes that continuous communication means such tests will be announced earlier than 3 PM in D-1 by OPA. Elia should move away from the concept of gates and preferably react promptly any time a Test is announced in Optiflex. We could consider a validation following automatic rules which would enable OPA to reschedule the test in case of conflicts. Coming in the day-ahead and ID timeframe, Elia may still use Redispatching in the situation where a test would happen to be in conflict with high or medium CRI.	changed, longer in advance than the normal schedules. These modifications for test schedules will only be described in a next version of the T&C Scheduling Agent and will come only into force as soon as this modification in a next version of the T&C SA has received the necessary regulatory approvals.
Modalities for the provision of a Testing Status	*FEBEG*	FEBEG reads that an OPA needs to send a justification to perform some Tests or submit an answer for a MNR request. However, we struggle to see how it will work in Optiflex and hope it can be automated as much as possible.	For tests the OPAs must provide additional information of the unavailability via the unavailability event's "reason field" (so information is exchanged when sending the unavailability event and no additional information shall be provided via any other channel). This is applicable and mandatory for all types of unavailability events and not only for testing. If the information provided in this mandatory field indicates that further alignment between OPA and Elia is needed due to the complexity of the requested test, this will be set up. The MNR request is not part of the OPA contract but in scope of the T&C SA. The MNR request is out of scope of this public consultation.
Provision of year-ahead availability plan	*BOP*	BOP understands the OPA has to submit a year-ahead availability planning subject to Elia's validation with a quarter-hourly granularity. Any changes to the Availability plan from that moment in time are to be communicated as soon as possible and require active/manual approval by Elia. This timing might make sense for traditional and predictable production units but seems rather odd for weather-dependent production units. Especially offshore, also maintenance is weather dependent and can thus not be accurately forecasted in that timeframe with the requested granularity. Even if such granular info could be given (for other technologies) at that timeframe, would Elia already draw any conclusions from that quarter-hourly data that Elia would not be able to draw if only daily (or hourly, as an intermediate step) data would have been provided? BOP proposes to only move to quarter hourly basis much closer to real-time, e.g. 1 month before.	OPAs are expected to inform Elia of any unavailability as soon as it is known by submitting an unavailability event. On 1st of January Y-3, Elia will automatically generate for the coming 3 years an availability plan for the full year (with a quarter-hour granularity) for all Delivery Point based on the assumption that the Delivery Point is available at its contractual maximum power. To submit unavailability events the OPA has the freedom to use any (combination) of the following granularities: • PT1M = per minute • PT15M = 15 minutes • PT1H = 1 hour • PT1D = 1 day • P1M = 1 month Regardless of the granularity used to communicate the unavailability events, Elia will update the availability plans to a quarter-hour granularity. As such the request of BOP to move to quarter hourly basis only one month before is already available. As such Art II.6.2 and Art II.7.2 of T&C OPA will be modified: • Art II.6.2 towards "The information provided by the OPA is used to adapt the indicative Availability Plan for which the granularity is 1 quarter-hour"

			• Art II.7.2 "The information provided by the OPA is used to adapt the year-ahead Availability Plan for which the granularity is 1 quarter-hour".
Provision of year-ahead availability plan	*FEBEG*	iCAROS came with the promise to benefit from modern tooling with state-of-the-art communication processes. Reserving the right to benefit from large validation windows is contradictory with the ambitions of iCAROS projects and does not currently allow the OPA's to automate their processes. More specifically for the validation windows, FEBEG has following remarks regarding the different timeline: For the Year-ahead planning: Elia has a large window (from Aug 1st to Nov 1st) to validate the planned unavailability. While FEBEG understands the complexity to coordinate the revisions for the entire market, FEBEG believes faster feedback could be shared because it strongly impacts the accuracy of REMIT publications. Also, FEBEG believes that the point of moving excel based communication to Optiflex should be to get rid of gates and use only continuous communication. If the point is to move what is currently done in excel as an exact copy to Optiflex, then FEBEG prefers current processes. FEBEG proposes to continuously introduce events for the next year; this way, Elia does not need to wait until August 1st to start analysing the revision planning for the year after. Elia should have the ambition to validate the events by September 1st which leaves one month to validate the events.	It is foreseen in the new T&C for OPAs to be able to continuously introduce events for the next year up until August Y-1. However, considering that: - The Elia grid asset maintenance planning for year Y can only be finalized for end of August Y-1; - A full view of all unavailability events from all OPAs for next year is only available at the deadline for all OPAs A correct analysis of the revision planning for next year cannot be anticipated before 1st of August Y-1. Elia will treat all received unavailability events as from 1st of August Y-1 as soon as possible, generally the OPAs will receive an approval/refusal before 1st of September Y-1. The deadline of 1st of November Y-1 is defined to align with SOGL requirement. For amendments received during the validation period (from 1st of August Y-1 to 1st of November Y-1), Elia will endeavour to take these into account. If not possible, these amendments will be treated afterwards as updates of the final availability plan. This is line with Art. 94 of SOGL which states "Where this is not possible, it shall examine the requests for amendment of an availability plan after the year-ahead outage coordination has been finalised."
Changes to the availability plan	*BOP*	The maintenance schedules for offshore wind farms are only tentatively planned one week ahead, and subsequently confirmed on D-3 (or even D-2) with a final GO/NOGO decision on D-1, depending on the weather forecasts. In the proposed approach the availability plans will always need to be manually approved for all offshore wind parks. Offshore wind farms will thus always be at risk (as opposed to other technologies) of having their internal maintenance planning rejected or conditionally accepted (leading to costs for the OWF). Some comfort is given in the Explanatory Note provided with this public consultation that change request will be handled fast: "To handle the change request of the OPA, Elia has an operational team available 24/24 7/7 that gives priority to change request linked to a time horizon D-2. As such in practice the approval for changes without any operational security risks feels like automatic acceptance." Furthermore, from bilateral discussions, we understood that rejection of change requests for offshore wind parks will be rare as (i) for adequacy reasons, maintenance of Elia assets is maximally planned during low wind timeframes (ii) congestion issues typically reduce when lowering the Pmax of offshore assets	Elia indeed confirms that a rejection of a change request in D-2 for an offshore wind park will be rare because (i) the maintenance of the Elia offshore assets are planned maximally during low wind timeframes and (ii) by the Elia offshore maintenance team in consultation with the offshore wind parks according to the procedures set out in the connection agreement while respecting the Royal Decree MOG (and soon the Royal Decree MOG2) and (iii) operational security issues are not triggered by the unavailability of offshore wind parks. Elia furthermore confirms that thresholds are in place to indicate to the operational team responsible for validating the change request whether a new assessment is needed. If a new assessment is needed, priority is given to the change request with an occurrence closer to real time compared to other change requests also requiring a new assessment.

		(iii) Elia uses thresholds within its security analyses to check the importance of change requests and in order to prioritise them and (iv) offshore maintenance works are too the largest extend possible aligned and discussed between the maintenance teams of Elia and the offshore wind parks. Could Elia please confirm this in its response to this consultation.	
Changes to the availability plan	*BOP*	BOP states that the T&C OPA does not provide any comfort to the OPA that (i) a request will be dealt with as soon as possible (a 'best effort' obligation on Elia) (ii) will only be refused in case of serious grid issues where other market-based measures are not available, and (iii) Elia will provide sufficient justification in case of a refusal. BOP understands from Elia that it is indeed their intention to apply the approval process in such manner; it should therefore not be controversial to formalize this in the T&Cs.	Elia believes that the current T&C OPA gives comfort to the OPA regarding the timing with which change requests are dealt with. The last validation time linked to the reception time of the OPA change request is given in Art II. 8.7 of T&C OPA. Regarding the justification of refusal and rules for approval of a change request regarding an unavailability event, comfort is given to the OPA through Art. II.8.8 of the T&C OPA and Art. 4 and Art. 6 of the Rules for Coordination and Congestion Management.
Changes to the availability plan	*BOP*	BOP requests Elia to further investigate options to (semi-)automate the approval process, especially under circumstances without operational security risks, in order to handle inevitable change request for offshore wind parks as fast as possible and to reduce the amount of manual approvals by Elia to situations entailing security risks.	Elia will investigate to implement (semi-)automation for circumstances without operational security risks based on return on experience, however given the fact that these rules may be very dynamic because circumstances leading to operational security issues are as well, these cannot be incorporated in an explicit way in the T&C OPA.
Changes to the availability plan	*BOP*	BOP highlights the lack of reference in the T&C OPA Art. II.8 "Changes to the availability plan" to the change request evaluation criteria described in the Rules for Coordination and Congestion Management. Additionally BOP highlights the lack of detail with regards to the methodology used by Elia to evaluate change requests in the Rules for Coordination and Congestion management (Art. 4). The report on Congestion Management to the CREG does not provide sufficient comfort neither as it lacks information on the change request approval criteria. BOP insists on the need of transparent evaluation criteria used to approve/reject the status change request in the T&C OPA and/or the Rules for Coordination and Congestion Management. This transparency is required to guarantee and verify the correct implementation of the freedom of dispatch and avoid the excessive usage of "security of the grid" unilateral TSO decision.	Elia agrees that references to the Rules for Coordination and Congestion Management are missing. The change request evaluation criteria are well indicated in these rules and as specified in the T&C OPA Elia provides a reason in case of rejection. Elia will therefore add references to the Rules for Coordination and Congestion Management within Art II.8 of the T&C OPA. The following two changes are added: (1) a new Art II.8.3 - Changes to the Availability Plan are assessed by ELIA taking into account the controls regarding operational security as described in Art. 4 of the Rules for Coordination and Congestion Management and (2) an additional sentence at the end of the renumbered Art. II.8.11 of the T&C OPA stating that if Elia requests a change to the Availability Status it will respect the rules specified in Art. 6 of the Rules for Coordination and Congestion Management. By adding these 2 references to the Rules for Coordination and Congestion Management in the T&C OPA, Elia believes that the process regarding the approval/rejection of a change request of an Availability Status is sufficiently transparent.
Changes to the availability plan	*FEBEG*	As stated in the general feedback, FEBEG considers that Elia grants itself very long and loose validation windows in several processes detailed below. It has several negative impacts as (i) it complexifies the execution of availability management	As explained in the Explanatory Note, paragraph 5.2 - *Harmonization with Transparency and REMIT processes - guidelines for publication*, there is no risks

		and (ii) puts at risk the crucial role of timely and correctly publishing availabilities in IIP. Furthermore, FEBEG notices that the validation process is run manually which creates additional issues because the events pushed for a given Technical Facility in Optiflex are not treated in First-in First out basis and some events are simply not validated at all (remaining without status). Respecting the sequence in the queue is quite crucial for a correct management of the events pushed in Optiflex.	for publications on IIP. If Elia is the data provider for IIP, Elia publishes the unavailabilities of technical units as soon as they are received and before the validation (if relevant) is performed at Elia side. Elia understands the need of the OPA to be able to execute an efficient availability management, as such it confirms that unavailability events sorting functionalities are in place to facilitate sequenced validation process as well as a warning that pops-up when Elia tries to validate an unavailability event on a DP for which other events happening before are still pending validation. After additional bilateral clarification provided by market parties, they confirmed that this meets their requirement to have a First-In-First-Out principle for the queue. An additional need identified during the bilateral clarification was the ability to split an active accepted unavailability event into multiple events without rejecting new overlapping unavailability events covering the same period than the active unavailability event. To facilitate the development at the OPA side, Elia will adapt the current implementation so that the "Waiting for confirmation" for these newly submitted unavailability events can be considered. This adaptation would allow the OPA to send in batch all unavailability events with the purpose to replace the original accepted one. The unavailability events sent in batch would result in a request for modification of the original approved unavailability event. Until the modification of the original unavailability event is not approved/rejected by Elia, the newly submitted unavailability events, covering the same period as the original event, would go in "Waiting for confirmation" instead of being automatically rejected by the system. The OPA will also have the possibility to provide the list of linked unavailability events to be treated together using a specific reason code. This will be included in the Technical Guide.
Changes to the availability plan	*FEBEG*	FEBEG strongly believes that the validation of events should evolve to an automated process which would promptly give feedback to the OPA and would handle the events of a given Technical Facility submitted in Optiflex in the order in the queue with First-in First-out princple.	
Changes to the availability plan	*FEBEG*	For continuous planned unavailability, the fact that Elia has 24h to validate an unplanned unavailabilities brings a lot of complexity to FEBEG members as stated above.	Depending on the timeframe Elia will do its best effort to reply to any change request to the Availability Plan as soon as possible but Elia can only guarantee the timings specified in Art.II.8.6 of the T&C OPA.
Changes to the availability plan	*BOP*	BOP requires clarifications regarding the Art. II.8.8 - "In deviation of Art. II.8.5, ELIA will not reject an OPA change request concerning a prolongation of maximum 5 Working Days of planned maintenance that has already started. This involves solely an Availability Status change requested during a period of Unavailability to change one or more subsequent quarter-hour(s) from Available to Unavailable" - and more precisely that this extension does not interfer with unplanned events during maintenance leading to Forced Outage status.	Elia confirms that unplanned event during a maintenance leading to reclassification of the unavailability from maintenance towards forced outage will be accepted.
Changes to the availability plan	*BOP*	BOP requests clarification on the wording of the Art.II.8.8 as current wording seems to indicate that extension beyond 5 days would automatically be rejected. BOP mentions that the intentions of the document seemed to be that for changes up to 5 days it is automatically approved, while for changes beyond 5 days they	Elia confirms that its intention is indeed to treat a first extension of an already started planned maintenance beyond the 5 Working Days as any other change request. For the sake of clarity, a first extension of an already started maintenance means that the starting date, reason and Pmax cannot vary. For the last

		would be treated as any change requestion, therefore with an option for rejection.	parameter a tolerance of 10% will be implemented. Elia proposes to modify Art. II.8.8 of the T&C OPA and add that "Any planned maintenance that has started is subject to the OPA change request procedure as specified in Art. II.8.4 till Art. II.8.10 if it is prolonged for more than 5 Working Days, or if it has already been prolonged." An initial prolongation with more than 5 working days means that Elia would allow an impact on the grid up to more than one additional week without any additional operational security checks. Additional operational security analyses and bilateral discussions between OPA and ELIA are required even if it concerns an extended prolongation of an already started planned maintenance (same start date, reason and Pmax) from the moment the prolongation go beyond the W+1 horizon. The initial prolongation with 5 working days already implies the introduction of a buffer of one week in the operational processes that optimize the maintenance of the grid at Elia-side. From W+1 onwards, additional operational security analysis are needed and an auto-accept is no longer possible.
Changes to the availability plan	*BOP*	BOP agrees with the automatical acceptation of prolonged maintenance within 5 days for most maintenance campaigns mentioned in Art.II.8.8, but suggests the option that for other (non-standard) longer maintenances a longer period would be more suited (i.e. 30 days).	
Changes to the availability plan	*FEBEG*	Elia introduces the auto-accept of an extension of a current outage which is a very good evolution. Based on experience, FEBEG recommends to review the threshold of 5 days to period of auto-accept without limitation. In the end, it is in no one's interest to extend an outage and a threshold of 5 days does not play a role in the ability of a unit to be back sooner.	
Modalities to declare a Forced Outage	*FEBEG*	FEBEG notes that a larger window is foreseen to invoke Forced Outages and considers it to be a very positive evolution. FEBEG believes the definition of FO in T&C OPA should be aligned with this time window (read possibility to declare a FO 45' before RT).	No review of the definition of Forced Outage is needed in the T&C OPA given that no time is specified from which this is valid. Current definition is the following "As defined in article 3(77) of the SOGL where an unplanned removal from service means that the injected and/or offtaken active power (as measured at Delivery Point level) is equal or lower than the Pmax Available provided by the OPA when submitting the FO status;"
Modalities to declare a Forced Outage	*FEBEG*	FEBEG also wants to remind that an OPA should have the right to invoke a Forced Outage anytime within a day. This would typically occur when a maintenance needs to be scheduled later that day. This cannot be indicated as Planned Unavailable because OPA cannot afford to wait up to 24 hours that Elia would validate this event.	ELIA confirms that an OPA has the right to invoke a Forced Outage. However, maintenance should not be indicated as a Forced Outage but as a Planned Unavailability. ELIA asks FEBEG to respect the statuses. ELIA will validate the change request of the Availability Plan pursuant to the timings mentioned in Art. II.8.7. Nonetheless, ELIA is aware that a change request sent in D-1 is an urgent request and foresees the necessary operational warnings to ensure that this change request is treated with priority and as such the timings set in Art. II.8.7 should be seen as worse case timings. Furthermore, in emergency situations the OPA can always call ELIA dispatching to explain the urgency of the situation. The situation described by FEBEG could be solved by either submitting straightaway a Forced Outage but with a normal Pmax and a Pmax of zero during the moment the issue is being solved or submitting a planned unavailability in a timeframe shorter then D-1 10 AM by contacting the Elia dispatching. This possibility has been explicitly added in art II.8.7
Transparency and publication	*FEBEG*	FEBEG calls to Elia's attention the fact that regulation requires different things when it comes to Transparency and Outage planning. While the flows and sources of both processes would be aligned, FEBEG considers that Elia must publish on ETP only the data that is strictly required by Transparency and not more than that. This means that a unit of 25 MW will share outage plans in Optiflex but Elia does not have to push this data in ETP. In such a case, the unit is deemed relevant for	As specified in the Explanatory Note paragraph 5.1 "*Publication of unavailabilities of technical units*", more specifically the section "*Approach for publication on ENTSO-e Transparency Platform (ETP)*" Elia publishes and will continue to publish, in line with transparency requirements, the data received from the OPA at delivery point level in the following cases:

		congestion management and info shall be used in the grid security analysis; however, such unit would not be relevant for publications on ENTSOE platform. Indeed, only information of capacities of more than 100 MW are relevant for publication on the ENTSO-E platform. Elia cannot unilaterally lower filters without explicit consent of involved market actor. Market actors are responsible for the information they publish and should therefore be in control of the information that is disclosed. They need to be able to explain, ensure consistency, etc.… which is operationally and contractually a lot more challenging for smaller capacities, below 100 MW and certainly below 25 MW.	• Planned unavailability, changes in actual availability or change in planned unavailability of 100 MW or more of a technical unit expected to last at least one quarter-hour • Planned unavailability of a technical facility of 200 MW or more including changes in actual availability or in planned unavailability of 100 MW or more expected to last at least one quarter-hour and not already published at technical unit level. This is in line with the received comment of FEBEG. As specified in the explanatory note paragraph 5.1 "*Publication of unavailabilities of technical units*", more specifically the section "*Approach for publication on ELIA website*", Elia asks feedback regarding the continuation of the publishing of the data received from the OPA for all technical facilities without considering any thresholds related to the size of the technical facilities. Elia notes that market parties request to respect the filters agreed with market parties. Elia has 2 publication platforms, namely Elia.Be and OpenData. For Elia.be, Elia will stop publishing the unavailability data. For Open Data, Elia will continue to publish the unavailabilities in line with the filters set by the 'Transparency EU regulation'.
Transparency and publication	*FEBEG*	FEBEG is very concerned about the possibility to merge the flows of OPA and Transparency with REMIT. While Elia just offers it as a possibility, it must remain the only choice of each market party to freely choose its IIP and by no means Elia may use OPA data on its own IIP without the consent of this market party. FEBEG wants to remind that OPA and REMIT serve different purposes. Accurate and timely publications on IIP is of utmost importance and a market party may freely choose to perform this task on the platform of its choice. OPA and transparency flows in Optiflex can in no way have impacts on the ability to publish information on an IIP which is not owned by Elia.	As specified in the explanatory note paragraph 5.2 "Guidelines for publication" the current design respects the freedom of the market party to choose another IIP while respecting the current REMIT guidelines. The information will not be published by Elia on its IIP if it's not requested by the market party as he has selected another IIP.
Transparency and publication	*FEBEG*	Lastly, Elia should also strengthen the contractual set up – especially regarding accountability and liability – for the availability and functioning of the hardware and software processing the information flows.	As indicated in the explanatory note paragraph 5.1 "Publication of unavailabilities of technical units", more specifically the section "Approach for publication on ELIA website", market parties that want to publish on Elia IIP have to sign an IIP contract with Elia. The accountability and liability regarding this will be specified in the specific IIP contract which is out of scope of the public consultation.
Impact on Royal Decree Liabilities	*BOP*	The risk of unavailability of Elia offshore assets is protected for the offshore wind park via the Royal Decree Liabilities and Royal Decree MOG (and soon a Royal Decree MOG2). We want to raise that any changes to the T&C OPA may not have any effect on compensations foreseen in these royal decrees. Could Elia please confirm there is no interference between the T&C OPA and the protection of the offshore wind parks as provided for in the RD Liabilities, RD MOG and RD MOG2?	Elia confirms that the modalities described in the RD liabilities are not impacted by the T&C OPA and that Elia will respect the obligations that come from this RD liabilities. Elia expects that the OPAs will also respect the obligations coming from the T&C OPA. The T&C OPA is a bilateral contract between Elia and the OPA that is used for the coordination of technical units as described in the Coordination Rules Title 3. As such as indicated in Art II.8 of the T&C OPA changes

		As a concrete example, let's consider that: An OWF has a maintenance planned for week 3 in August. Based on this planning, Elia plans a partial outage of the MOG2 assets (over and above the threshold for non-compensation under the RD Liabilities; i.e. compensation would be due). However, due bad weather, the OWF postpones its maintenance campaign. Can Elia confirm that the compensation due by Elia under RD Liabilities to other OWF would not be a cost associated with the change request, and thus be paid by the OWF. If the OWF is to remain curtailed due to the unavailability of the MOG, this could be achieved via two routes: (i) the change request is refused based on this argument, or (ii) the change request is accepted, but Elia sends a curtailment signal to the OWF (as standard in case of MOG unavailability). Given the real-time nature of the curtailment signal, BOP prefers the latter option. Can Elia however confirm that in both cases, Elia has no grounds to refuse compensation due to the OWF based on the RD Liabilities.	in the availability plan are subject to approval of the other party. The other party can reply in three ways to the request of the other party to change a previous agreement, namely accepted; or accepted on the condition that associated costs are compensated; or rejected with justifications. Elia will respect also the obligations as specified in Art II.8 of the T&C OPA. Elia confirms that it will strive to accept change requests coming from the OPAs however with respect to the rules set out in Title 3 of the Coordination Rules. If Elia would need to accept on the condition that associated costs are compensated these costs will in case of Offshore Wind Farms (OWF) not include the compensations following from RD liability. However, if the OWF would unilaterally change the agreed availability plan Elia will not compensate the OWP requesting the unilateral change based on the RD liability as the unavailability was agreed upon by the OWF and it cannot unilaterally change the agreement.

4.3 Specific comments received during the public consultation on the planning and content of iCAROS releases

Subject	Stakeholder	FEEDBACK RECEIVED	ELIA'S VIEW
iCAROS planning	*FEBEG*	In the explanatory note, the scope of the iCAROS project is detailed in steps and releases. However, the content of each of the releases has not been discussed with the market but was pushed top-down by Elia without giving proper justification on why some evolutions would prevail over others nor did Elia came up with an analysis on congestion (e.g. CRI impact) which would help reducing the total costs of congestion management. This last point is key for FEBEG. FEBEG misses a fact-based analysis showing which evolutions should be prioritized in a view of maximizing social welfare. We do not support the approach presented by Elia which is clearly lacking a consistent methodology. For instance, FEBEG cannot understand why an injection unit of 1 MW DSO-connected would be in the same release as a large TSO-connected demand facility of 100 MW +. Similarly, relevant assets in terms of congestion management should provide MW schedules to help decreasing the total costs. Or ad minima, an analysis should demonstrate that this must prioritized differently.	The stepwise approach in the explanatory note is in line with what was presented during WG Grid of the 4th of October 2024 and the public consultation during the summer of 2023. Since no information is available for Technical Facilities (TF) between 1 and 25 MW nor for large TSO-connected demand facilities, the objective is to first obtain high-quality input data to detect congestion problems. This will start with availability plans, followed by scheduling information, whose quality can only be assessed if an availability plan is present. Furthermore, we are still in a learning phase of iCAROS phase 1 and the reported issues are linked mainly to the obligations of the scheduling agent (high-quality schedules and redispatching bids). These lessons learned need to be integrated in the design before the extension to smaller TFs and demand sites is possible. Furthermore, the decision of the CREG and the Vlaamse Nutsregulator requested an extension of the design for small units as soon as possible to be compliant with SOGL requirements. Last element to consider is parallel ongoing discussions regarding the management of congestion, such as the design foreseen in the framework of flexible connections (Guflex). Clarity regarding

			this is needed to avoid that implementations requested by market parties need to be revoked. This is a non-existing risk for the detection of congestion issues as such the decision to proceed with availability planning. The design and the actual implementation timing will be discussed in future iCAROS workshops. Furthermore, given the request of market parties to have at least similar design for Technical Facilities (TF) between 25 and 1 MW connected to the DSO grid, Elia together with its DSO colleagues will propose a common design for Technical Facilities (TF) between 25 and 1 MW.

4.4 Specific comments received during the public consultation on the implementation impact of Release 1 of iCAROS phase 2

Subject	Stakeholder	FEEDBACK RECEIVED	ELIA'S VIEW
Provision of availability plan - implementation impact	*FEBEG*	Elia mentions that "… from an implementation point of view (see section 4.4), Elia considers that a delivery point is Available unless stated otherwise". This creates significant challenges in terms of DB management and requires a migration. FEBEG is very worried about this cut-off where Optiflex will cover the full horizon (from one day to the other) whereas many events do exist in IIP and ETP but have never been pushed in Optiflex. Also, there are still a lot of events in Optiflex which do not have a status either accepted or refused as a result of the manual validation process (as indicated above). FEBEG strongly believes that opening Optiflex to the full horizon comes with the prerequisite to organize a migration between OPA & Elia. Unfortunately, "a delivery point is Available unless stated otherwise" is not a reasonable solution to the challenge raised by the evolutions of Optiflex. A database population or migration of already existing events is a necessity without which it will be impossible to implement the proposed design.	Elia is aware that the migration from the old to the new database is not straightforward, but Elia ensures that it will support the migration from the old to the new database. As FEBEG indicates Elia noticed that the information on IIP and ETP is not aligned with the information in the old database. As such by asking the OPA to enter all unavailability events for the DP in its portfolio, Elia will capture all unavailability information and not only the one in the old database. To facilitate the migration, Elia foresees a week for the migration from the old to the new system. During this week at Elia the necessary resources will be foreseen to ensure that all unavailability requests that were already approved will be accepted directly. For new unavailability requests the process will be as described in the T&C OPA.

5. Next steps

Based on the reactions received from market players and its views, as set out in this consultation report, Elia will adapt the Terms and Conditions for the Outage Planning Agent (T&C OPA) and will submit these documents, together with this consultation report, for regulatory approval.

After submission to the regulators, the updated versions of the T&C OPA and the consultation report will be published on ELIA's website.

6. Annexes

The non-confidential reactions Elia received to the document submitted for consultation:

- *Belgian Offshore Platform (BOP)*
- *FEBEG*
- *FEBELIEC*

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