

Vision paper:

Multiple supply contracts per Access Point

Appendix 1: Received feedback

This appendix to the vision paper “Multiple supply contracts per Access Point” collects and reproduces in the feedback Synergrid received on the vision paper “Multiple supply contracts per Acces Point” from different market parties. All feedback is reproduced here exactly as it was received by Synergrid.

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1 Feedback from Infrabel

Beste,

Bijgaand vindt U een reactie van Infrabel op deze paper. Van de gelegenheid heeft Infrabel gebruik gemaakt om de discussie open te trekken naar een aantal andere topics die met de marktwerking gelieerd zijn.

Binnen Synergrid is er een proces opgestart waarbij marktdeelnemers geraadpleegd worden over de ontwikkeling van een aantal nieuwe producten. Daarbij zijn er drie groepen opgestart:

- Regelbare toepassingen;
- Energiedelen;
- Flexibiliteit.

In de werkgroep regelbare toepassingen is er een draft paper uitgewerkt met betrekking tot meerdere leveringscontracten voor regelbare toepassingen. Feedback wordt verwacht voor 7 december 2022. Het is in dit kader dat deze mail moet bekeken worden.

In eerste instantie is Infrabel verheugd dat Synergrid aan marktdeelnemers de kans biedt om mee te denken over nieuwe ontwikkelingen. Dat daarbij de drie bovenstaande werkgroepen zijn opgericht, is logisch mede gelet op de ontwikkelingen van het wetgevend kader.

Infrabel stelt echter vast dat de netbeheerders mooie toepassingen ontwikkelen maar dat deze te veel gericht zijn op particuliere aansluitingen. Deze nieuwe systemen zijn niet gemaakt voor bedrijven die over tientallen, laat staan honderden, aansluitingen op het distributienet beheren. Zo heeft Fluvius een mooie webtoepassing voor digitale meters maar moet steeds per een meerdere acties ondernomen worden voor het openen van een poort van een digitale meter, het aanpassen van een vermogen in kader van capaciteitstarief,....).

In de voorliggende nota stelt Synergrid dat de daarin voorgestelde principes zoveel mogelijk op andere domeinen zullen worden toegepast. In dit verband wenst Infrabel zich te verzetten tegen het handhaven van het cascadeprincipe zoals geponeerd in punt 6.5. Voor een multi-site user is het veel logischer dat de DNB rechtstreeks factureert aan de netgebruiker dan aan de leverancier. Doel van de vrijgemaakte markt is dat je regelmatig van leverancier wijzigt. De enige vaste relatie die er bestaat, is deze tussen de netgebruiker en de netbeheerder. Het is ook dan ook logisch dat de informatie-uitwisseling en de facturatie tussen deze 2 partijen plaatsvindt zonder dat de leverancier een intermediaire rol moet spelen. Bij wijziging van leverancier dienen telkens zware ICT ontwikkelingen plaats te vinden om de informatiedoorstroming opnieuw op te starten. Overigens zien we nu in de praktijk dat de informatie-uitwisseling vanuit de distributienetbeheerder naar de leverancier en vervolgens de netgebruiker slecht verloopt. In Wallonië hebben we op korte termijn 3 gevallen waar een EAN nummer onterecht is afgesloten na werken door de DNB waarbij de DNB ons voorafgaandelijk uitdrukkelijk heeft laten weten dat het EAN nummer behouden zou blijven. Na het openstellen van een nieuwe aansluiting duurt het ook maanden voordat we de gegevens zien in het klantenportaal van de leverancier of dat we meetgegevens ontvangen. Als er problemen zijn, wijst de ene partij (leverancier) naar de andere (netbeheerder). Als netgebruiker sta je erbij en kijk je ernaar. Kortom het zou maar logisch zijn dat de uitwisseling van meetgegevens en de facturatie rechtstreeks verloopt tussen de netbeheerder en de gebruiker.

Infrabel stelt ook vast dat er nog steeds geen regeling is ten aanzien van het Tractienet Spoor, nochtans een problematiek die reeds voor enkele jaren werd aangekaart. Het betreft hier een wettelijk statuut dat aan Infrabel werd toegekend maar waarbij de distributienetbeheerders tot op

heden geen gevolgen aan geeft. Aangezien er nog geen achterliggende verbruik gebruik heeft gemaakt van zijn recht op vrije leverancierskeuze, heeft dit nog niet geleid tot een probleem. Vraag is echter wat de gevolgen zijn indien dit wel gebeurt. Het probleem stelt zich prioritair ten aanzien van de mobiele verbruiken omdat er geen link kan gelegd worden tussen het verbruik en het koppelpunt met het publieke net. De enige optie is dan ook een globale evenwichtszone in te stellen voor alle koppelpunten van waaruit in de bovenleiding wordt geïnjecteerd. Het betreft hier zowel toegangspunten op het Elia-net als op het distributienet. Infrabel heeft deze oplossing reeds enkele jaren geleden voorgesteld maar nog geen steeds positieve reactie van Synergrid ontvangen.

Een bijkomende problematiek is de situatie van stationsgebouwen waar NMBS beheerder is van de lokale gesloten distributienetten. Deze gesloten distributienetten zijn achterliggend op het Tractienet Spoor aangesloten. Het koppelpunt met het publiek net kan zowel op het niveau van de transmissienetbeheerder als van de distributienetbeheerder. Het moge duidelijk zijn dat in deze stationsites zich ook laadpalen of warmtepompen kunnen bevinden. Er zou duidelijk in de nota moeten gesteld worden dat de voorgestelde concepten niet van toepassing zijn op gesloten distributienetten.

In dit kader is de benadering van submetering in de voorliggende nota van Synergrid (5.2) niet correct. Deze onderverdeling is puur toegespitst op de mate van betrokkenheid van de DNB. Ons inziens is een meter die geplaatst wordt door een beheerder van een CDS niet meer of minder gereguleerd dan een meter van een DNB. Het woordje “gereguleerd” is dan ook ongepast. Zo zijn energiemeters op tractievoertuigen geplaatst worden, volledig gereguleerd via de spoorwegwetgeving, zelfs indien deze meters door een vehicle keeper worden geïnstalleerd en beheerd (deze zouden in het schema van Synergrid onder de noemer private vallen).

De nota (punt 8.1) merkt perfect op dat er momenteel verwarring is rond een aantal begrippen. Het voorstel om voortaan toegangspunt als een fysisch gegeven te aanzien en allocatiepunt als een marktgegeven, zal echter nog tot meer verwarring leiden. Op het niveau van Elia is een aansluiting het fysische gegevens en het toegangspunt het marktgegeven. Het lijkt aangewezen om deze terminologie ook op DNB-niveau door te trekken; 1 toegangspunt kan dan bijvoorbeeld slaan op 4 aansluitingen (afzonderlijke kabels). Allocatie kan best voorbehouden blijven aan de toewijzing van elektriciteit aan evenwichtsverantwoordelijken.

Infrabel is bereid om over deze punten verder in discussie te treden met Synergrid.

2 Feedback from Febeliec

Febeliec answer to the Synergrid consultation on the vision paper concerning multiple supply contracts per access point

Febeliec would like to thank Synergrid for this consultation on its vision paper concerning multiple supply contracts per access point. In general, Febeliec supports the reasoning behind and the work done by Synergrid to enable multiple supply contract per access point and considers the vision paper a very good step forward for residential and other low voltage grid users. However, for medium voltage/industrial/professional grid users, and as already indicated from the start of the discussions, Febeliec is adamant that more degrees of freedom are necessary than for residential grid users, as the use cases are different from a house with an electric vehicle (from the same or a different owner) and a heatpump and thus the model should tailor for more elaborate use cases with (many) more delivery points than envisaged for residential grid users in more complex patterns. Moreover, these medium voltage/industrial/professional grid users will need more degrees of freedom in how they re-invoice grid tariffs, surcharges, taxes and so on, as these can and will be tackled in their contractual arrangements related to all those delivery points. Last but not least, a specific solution will have to be found for Infrabel as it is connected to several distribution grids (but also local transport grids and the transport grid) and will have yet again other use cases and constellations of delivery points behind its access points. Febeliec also wants to refer to and support the answer to this consultation by Infrabel.

As mentioned above, the needs for medium voltage/industrial/professional grid users are different than those for low voltage/residential grid users, and could for example be better covered with the possibility to allocate self-consumption over several additional headpoints. The same applies to the allocation of the total grid fee charged to the grid user, which might for professional grid users be allocated according to contractual arrangements that differ from the “standard” approach for residential grid users with e.g. an electric vehicle, home battery or heatpump as the use cases might be more complex, including (many) more delivery points and headpoints as well as different constellations of ownership of metering devices. Febeliec thus asks for more degrees of freedom as compared to a “*standard (to be defined) algorithm*” in order to be able to tackle splitting the grid related fees in respect of contractual arrangements. Also regarding settlement, for medium voltage/industrial/professional grid users it is important that all three options for commodity optimization are allowed (while Febeliec could understand that for residential/low voltage grid users a more standardized approach would be chosen) and that in any case at this point of the design no (future) options are to be excluded.

Concerning serial or parallel configurations and in light of the above, Febeliec appreciates the fact that both configurations will still be possible, as the parallel configuration resembles a shared connection,

which could be of use in certain cases (and even combinations of e.g. a parallel with behind that a serial configuration). Concerning submetering, Febeliec appreciates the different types of submeters that are envisaged in the model, yet regrets that the number of submeters and related commercialised “appliances” (a description that is not really applicable to industrial grid users) are limited to 6 (or any lower limit defined in regional legislation) and would like to oppose such limitation for medium voltage grid users (as a future-proof design and implementation should not impede any further increase in this number in any case). Similarly, it is important for medium voltage/industrial/professional grid users to be able to have an access point which can be split several market headpoints which can be split again in several service delivery points. In general, it is important to acknowledge that the needs for multiple supply contract on an access point for medium voltage/industrial/professional grid users are very much diverging from the mainly used use case of electromobility (one or two cars), a home battery and/or a heatpump, as it will concern more contracts, multiple charging points, different ownership structures, ... For a specific case such as Infrabel, with the Tractienet Spoor, some concepts such as the cascade-principle could create issues as it concerns a multi-site user, where this principle could creates problems (for a more detailed insight, Febeliec refers to the answer of Infrabel on the consultation).

Febeliec would greatly appreciate the possibility for having virtual and calculated meters, which allow closer linking to contractual arrangements without necessarily the obligation to install submeters everywhere, as long as delineation of the perimeters of service delivery points can be correctly done. Concerning (sub)meters, Febeliec also wants to point specifically to the situation of closed distribution grids, where the operator of the CDS will in any case have to be implicated to ensure correct allocation (and which immediately also gives an indication of how multiple supply contracts behind a single access point are currently already used with the application and management of an access register within these CDSs and which could be an inspiration on how to organise this for medium voltage/industrial/professional grid users in general). Moreover, some of the submeters in closed distribution grids could also be regulated meters, albeit potentially by other applicable regulation (e.g. Tractienet Spoor). Furthermore, Febeliec wants strongly to insist that the principles proposed in this vision paper are not directly and necessarily transposed to closed distribution systems.

In any case as a final comment, Febeliec insists that any design choices made at this point to kickstart the possibility for multiple supply contracts per access point do not impede future evolutions towards the points raised by Febeliec regarding the specific cases of medium voltage/industrial/professional grid users and their future needs.

3 Feedback from ODE

Brussel, 7 December 2022

Concerning: ODE reaction on Synergrid-consultation regarding Multiple Supply Contracts for Adjustable Appliances (MSC4AA)

ODE Vlaanderen wants to thank Synergrid and the DSOs for being actively involved in the consultation process and for all the work that has been done on the topic of Multiple Supply Contracts for Adjustable Appliances (MSC4AA). ODE believes that MSC4AA will support new business models and help facilitate a smooth energy transition. In what follows, ODE share several points of attention and insights that should be considered in this vision paper and the further development of MSC4AA.

Technology-neutral approach for multiple supply contracts

The first target use cases one thinks of could be households with a heat pump and a leased electric vehicle, but it is important that there is a **technology-neutral approach**. All adjustable appliances need to be able to have a different supply contract from the introduction of this framework.

- Electric boilers, heat pump boilers, private electric vehicles, and other electric (heating) appliances will also be part of this scheme. For clarity, these could be mentioned on page 7 and 11.
- It should be noted that batteries and solar panels are adjustable appliances that can deliver useful services like reducing injection and providing reactive power. In situations where a third party owns these appliances, a submeter might be part of the business model. This could be mentioned on pages 7 and 11. On page 8, the sentence “Baseload, PV production and battery are not measured separately” should be completed with the words “in this example” to make clear the example is not limitative.

The focus in this vision paper is on residential cases, but there are huge opportunities in non-residential settings and on higher voltage levels. ODE supports that it is explicitly mentioned that the principles for the residential households would also apply for non-residential cases.

Non-communicating meters

A good methodology to deal with non-communicating meters might be important for the customer acceptance of MSC4AA. Unlike the current methodology for main meters, the estimation in light of MSC4AA can impact who must pay the bill: the entity linked to the main meter, or the entity linked to a submeter will often be different.

Extra attention needs to be given to missing data in the fifteen minutes that define highest monthly peak on the main meter (considering the Flemish capacity tariff).

Example: if the missing data is assigned to the main meter while an electric vehicle was charging via a submeter that is billed to the employer, the employee will have to pay for the missing kWhs and there

could be significant impact on its electricity bill because of the capacity tariff that is assigned wrongfully. Therefore, it should be very clear for which 15-minute intervals an estimation has happened, to allow this to be contractually arranged if no general rule is applied.

Split of bill components (such as grid fee)

As a principle, **ODE believes a grid fee split is important for a level playing field.**

Following, some points to take into consideration.

Capacity tariff

As for the split of the capacity tariff, we want to emphasize that we are in favor of the first option, as this maximizes the incentives of each appliance to reduce power when there is offtake by other devices.

Maximum offtake by an individual adjustable appliance should not be hindered when other devices are not consuming, so the second option is unfavorable and should be dismissed. For example: it could be preferable that a heat pump shifts consumption maximally to moments where there is no EV charging rather than focusing on limiting the monthly peak and consuming at the same moment the EV is being charged.

As mentioned earlier, extra consideration is needed for the split of the capacity tariff when there is missing meter data in those fifteen minutes.

VAT

VAT is applied to the grid fees and the commodity. The total VAT-cost would be lower with Optimized Gross Commodity Volume (OGCV) than with the Gross Commodity Volume (GCV) approach. This is one of the reasons we believe there should be a choice between OGCV and GCV.

An extra attention point with VAT is that it can be recuperated by companies but not by residential owners. This could impact the assignment preferences when there is more than one submeter.

GSC/WKC Quota + ODV and taxes

It is mentioned GCV would be used for GSC Quota. However, with OGCV the total quota obligation would be lower and as such OGCV would be preferred in certain scenarios, for example when there are bilateral agreements between multiple suppliers or when both submeters and main meter have the same supplier. This is another reason there should be a choice between OGCV and GCV.

We want to point to the Flemish Flexibility Plan¹ where the Flemish Energy and Climate Agency (VEKA) will analyze whether there can be an exemption of ODV or taxes for electricity storage systems that provide flexibility services, similarly to the exemption of GSC and WKC quota that already exists.

- In a parallel meter setup, with two physical main meters, the storage installation would be directly coupled to the grid. As such, the current solution could be contradictory with the current Flemish exemption of GSC and WKC quota for storage. (Article 7.1.10 and 7.1.11 of the Energy Decree)
- A reference to this initiative by VEKA in the vision paper could be welcome and it should be considered that in the future an exemption could be introduced for standalone storage and storage that is located behind a submeter.

¹ <https://beslissingenvlaamseregering.vlaanderen.be/document-view/635A45301EA6B745D23CC9F2>

A possible methodology that could be used as an inspiration for the exemption of ODV, taxes or GSC/WKC quota is a methodology used in Germany, where there is a virtual “priority-assignment” and where all loading of batteries from the grid is considered as implicit flexibility.

An example calculation would be welcome but could also be added at a later stage.

Market introduction

There are merits in both the approach with OGCV and GCV. Therefore, it is important that choice between both is possible.

For example, when a homeowner has a contract for his adjustable appliance with a dynamic price and a fixed price for the baseload on the same name, a reduction of the VAT or GSC/WKC-quota is preferred via OGCV.

As for electric vehicles both GCV and OGCV can have their merits, depending on the situation and agreements with the employer. For privately owned electric vehicles, the OGCV might be preferable in many cases, although GCV might have its merits when injection can be sold for a fixed price on the main meter and the electric vehicle has a dynamic contract and much flexibility in charging times.

Multiple injecting submeters, proportionality and priority

The examples that were presented during the product design group should be added to the vision text analogous to figure 22.

ODE believes all the aspects of proportionality and priority should be thoroughly explained in the vision text. This would provide clarity for the readers and stakeholders that are not acquainted with the topic.

The proportionality system could be complex to explain to residential consumers. ODE prefers the priority option at all steps of the algorithm. As such, self-consumption could first be allocated to the submeter with the highest offtake price, or the contract where the bill is paid by the same entity, etc.

We remain at your disposal for further discussions on this topic and would like to remain involved during the implementation of multiple supply contracts for adjustable appliances.

4 Feedback from Flux50

PDG 'Multiple supply contracts for adjustable appliances'.

Feedback Flux50 on draft vision paper 'Multiple supply contracts per Access Point.

1. General remarks

- a. The list of abbreviations is not complete. (p.4)
- b. Is it possible to re-explain all the definitions used in this vision paper?
The many definitions and their abbreviations seem very confusing.
- c. We agree on: in time, we may increase this limit and/or differentiate between LV and MV customers but we prefer to start simple and gain maturity before supporting more complex configurations. (p.11)
- d. The MDGU or his representative (e.g. the 3rd party) therefore has the obligation to register the submeter with the DSO.(p.11) and
'In our opinion, the MDGU is responsible for managing and approving third party access to all meter data (both for the main meter and the submeters)'.(p.31)

It is correct that the MDGU is responsible for signing multiple supply contracts but the management and administration should be done by the service provider who wants to unburden his customer.

It is a very big barrier to contracting the MDGU when he has to perform so many tasks.

The market processes and procedures should for instance take this into account by mentioning always 'The MDGU or his representative'.

For the service provider it is of the utmost importance that the administration can be done quickly and in bulk.

2. Specific remarks and need for clarification.

- a. It is not clear how the metering data from a semi-regulated meter are transmitted to the DSO. (p.10)
- b. The validation, estimation and rectification processes may be less stringent than those of a (fully) regulated submeter: Why less stringent? (p.16)
- c. The gridfee split (p.25):
Please take into account that an Energy Management System (EMS) can control the maximum capacity of the Access Point and can control the capacity of the EV charging never surpassing the usual domestic capacity. In that case there is no reason to split the gridfee.
- d. The submeter must be physically connected to the main meter: How is that possible? (p.31)
- e. There is a need for more explanation about the market introduction step by step. Experience learns that the market introduction by non-optimized steps makes the stakeholders unhappy.

Step by step introduction for complexity reasons is acceptable but not for optimization reasons.

5 Feedback from Elia

Elia heeft met interesse de besprekingen in de Product Design Group gevolgd die geleid hebben tot de totstandkoming van de Vision Paper mbt “Multiple supply contracts per Access Point”. Als beheerder van het plaatselijk vervoersnet en betrokken partij wenst Elia Transmission Belgium (hierna ‘Elia’) ook graag schriftelijk haar input over te maken op deze Vision Paper. Elia speelt niet enkel een rol als netbeheerder van het plaatselijk vervoersnet in Vlaanderen maar ook als beheerder van het lokaal transportnet in het Brussels Gewest en Wallonië alsook als transmissienetbeheerder voor de Belgische regelzone. ELIA wenst daarom, in samenwerking met de marktpartijen, netbeheerders en regulatoren verder actief mee te werken aan het openen van de markt(en) en diensten voor flexibele assets, zoals elektrische voertuigen en warmtepompen. Belangrijk aandachtspunt hierbij is om maximaal in te zetten op oplossingen voor de marktpartijen die in de verschillende regio’s en over de verschillende spanningsniveaus werkbaar en interoperabel zijn.

De opmerkingen hieronder zijn in het Engels opgelijst om de link naar de consultatietekst te verduidelijken.

Related to section 5.2 Submetering:

- Tabel 2 provides good overview on what is in and out of scope for the data access management aspect for semi-regulated submeters. However, it is not clear which less stringent rules the DSOs have in mind for the treatment of the data. In concreto:
 - It is not clear how to differentiate between the responsibilities and associated actions with respect to data quality and validation, estimation, rectification. How is the data quality guaranteed?
 - If DSOs are not responsible for the data acquisition, what are the implications with respect to data quality?
 - For the purpose of cross-regional harmonization, it is advisable to apply common rules to facilitate data exchange originating from (sub)meters.
 - Moreover, submeter requirements (incl. precision, accuracy, communication) and rules for data quality and treatment (validation, estimation, rectification, cf. section 6.2.2) should also apply for flexibility purposes (cf. section 7.1). Therefore, ELIA urges for alignment between SOs for the setting of these submeter requirements.
 - Are these standard specifications the same as those applied to the main meters?
- Furthermore it is stated that *“Unless legally imposed, the DSO only provides third party access to data of (fully) regulated (main or sub) meters, as these are the only meters for which the DSO is the primary data source. For semi-regulated submeter data, the third party providing the data is the primary data source and should manage the access to the data.”* Hence, Elia assumes that semi-regulated meters will be organized in the same way as OEM or other 3rd party data providers.
- Finally, is it the intention that the DSO systems communicate with the 3rd party submeters directly or should the data be put at disposal of the DSO by the 3rd party backend system?

Related to section 6.2.4.3 Commodity volume after energy sharing

- The local correct mechanism applied in the calculation of virtual injection to the PMHP allows to isolate the assignable volumes for a separate supplier. ELIA welcomes this local correction philosophy as it aligns with the philosophy of decentralized exchange of energy blocks between consumers and many other parties, on and behind the meter.

- As grid users may participate to supply split in combination with flexibility and/or energy sharing, ELIA would like to understand how DSOs see the combinability of these services with respect to structuring, metering, volume calculation, grid fee billing and settlement. ELIA is willing to actively contribute to this debate in order to apply uniform conditions across regions and voltage levels.

6 Feedback from FEBEG

Subject: **Synergrid Product Design Group**
Vision paper: Multiple supply contracts per Access Point : FEBEG Position

Date: 7 December 2022

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The current note exposes the FEBEG's reaction in the context of the consultation organised by Synergrid on its draft vision paper related to "Multiple supply contracts per Access Point", as the result of the discussions carried out through the Synergrid Product Design Group- Multiple Supply Contracts for Adjustable Appliances (MSC4AA).

1. Introduction

FEBEG and its members appreciate the work of co-construction undertaken by Synergrid through the "product design group" concertation process. The process put in place and organised in a pragmatical way around several use cases, enable a better comprehension of needs and constraints of each actor, ensuring that all involved actors are able to correctly evaluate and estimate any potential benefits, implications and costs related to the proposals and their evolutions put forward by the DSOs

Regarding the Multiple Supplier Use Case, FEBEG notes that the ideas and proposals have evolved in a positive manner in the past months and that the vision paper contains many interesting elements to ensure that suppliers, BRPs, and all actors involved are treated in a correct and balanced manner. For FEBEG, several improvements have been made over time to have a first draft vision which is globally positively assessed by FEBEG and its members.

Nevertheless, through this note, FEBEG would like to complete its general evaluation by providing some specific comments and suggestions.

2. General comments and observations

The more concrete proposals and the further implementation of the vision will still require some time and should also be done in an open and transparent manner, considering the feedback and concerns of the market parties:

- The implementation of all these new principles will have a huge impact on all domains (Metering, Structuring, Settlement, Reporting, IT,...).

- The implementation in MIG6 will be far from easy and will require a lot of effort from all involved stakeholders (DSOs, suppliers, ...)
- Inevitable, the complexity will only increase for all actors, customers included.
- Some of the required changes imply changes in the legislation in the 3 regions (this will take some time). In addition, it is clear that we should avoid any change of the model for only one region at the time.
- Overall, the implementation will be a big challenge for the experts in all of the domains. It will not be a sprint, but more like a marathon.

FEBEG asks that an implementation planning is made with clear priorities. We must implement these changes taking into account realistic implementation times for all involved parties.

While FEBEG does support the work done and will continue to cooperate with the DSOs and the relevant stakeholders and authorities, we do have some more high level observations and concerns that we consider to be very important in the overall framework of the development of more complex market models. In this respect, for FEBEG, the absolute priority must be to build and to implement a correct and sustainable operational system enabling suppliers to correctly execute their job regarding 5 fundamental points:

- a. **Level playing field:** each commercial actor active on a same point must compete for the customer only **on the basis of its own costs and own risks**. Each actor must bear its own obligations, prohibiting any transfer of risks of obligations from one actor to other actors. In this context, it is essential that all non-commodity related costs (grid fee, levies, taxes, quotas) are **spread among all market operators in a proportional way to its activity** on an access point.
- b. **Harmonized approach:** FEBEG asks consistency avoiding handling multiple models in Belgium and the subsequent market fragmentation.
- c. **Metering (net):** the net metered volume must be calculated and transmitted by the DSO to each supplier implied, and this exclusively via the operational systems and informatic flows.
- d. **Allocation process:** a solution must be developed and implemented for a correct allocation process to the suppliers implied. This allocation process must be based on the **net volumes**.
- e. **Forecast:** models for the forecasting must be adapted between DSO and suppliers enabling suppliers to have correct and sufficient information to forecast its allocations.

For FEBEG, the creation of separate EAN Headpoints as proposed by DSOs in their draft vision paper is a fundamental and positive step to achieve these objectives.

While we are relatively positive about the vision paper which clarifies how the future model can work and how everything can be arranged to offer new and more complex services to the customer, we ask to also not ignore the current consumer needs and priorities. For FEBEG, it is important to ask ourselves some questions from the consumer perspective, what is he really asking for? What are the potential benefits? How will it impact/improve the consumer experience? We need to compare these use-cases with more simple Home Energy Management Systems which do not require complex market model changes nor additional (semi-regulated) digital/smart meters. As mentioned before by FEBEG, a stepwise and cost efficient implementation and a realistic roadmap (taking into account technological evolutions) to reach the objectives are needed.

3. Specific Comments

3. Management summary

The vision paper mentions that *“Assuming that a compensation for unpaid grid fees towards the primary supplier would not be regarded as an exogenous cost by the regulators, the total grid fee will be divided between and collected by all suppliers that are active on the Access Point according to a standard (still to be defined) algorithm.”*

FEBEG thanks Synergrid to officially foresee a split of the grid fee between all active suppliers on the access point. In order to guarantee a level playing field, it is important that each actor on the access point supports its own costs, including the invoicing of non-commodity related costs like grid fees. In such a context of fair split per supply contract, Febeg remains in favour of the cascade principle.

Indeed, it would be unfair if the entire grid fee needs to be collected by the primary supplier. In such mechanism, the main/residual supplier is still responsible for the invoicing of grid fee for other actors active on the point, what for FEBEG is unfair:

- Must the residual/main supplier be responsible for the invoicing of peak grid costs linked to another supplier?
- Must the residual/main supplier be responsible for the invoicing of all grid fees even if the volume supplied is substantially lower than the volume supplied by a secondary supplier (eg. EV volume)?

Also, to ensure that the consumer has a good readability and comprehension of the cost per contract, and more globally for transparency reason, FEBEG is of the opinion that each actor must also invoice its own non-commodity related costs.

So for FEBEG, the solution of “grid fee split” is the only one solution, regardless the fact that the cost of compensation of unpaid gridfee could be considered as exogeneous.

4. TARGET USE CASE

The vision paper mentions that *“Even though the vision is developed on and explained by this concrete use case, this does not prevent it from being more broadly applicable to other more complex use cases and to non-residential cases with Access Points connected to the Medium Voltage network”*.

FEBEG appreciates this clarification, indeed, as it is important that the principles which are outlined in the vision document can also be applied to more complex cases in the future, such as a network of small business with a large PV parc, multiple charging points, etc... This was also underlined by other parties during the PDG sessions and is clearly an important element to consider in further future developments. In the longer run, FEBEG is of opinion that use cases with the “choice of optimisation” based on the free choices and own characteristic of each consumer, must be the final objective to achieve and to implement.

5. CUSTOMER INSTALLATION

Regarding the target use case, the vision mentions that *“It consists of a main meter connected to the distribution grid. This can be a digital meter or an Automatic Meter Reading device (AMR).”*

FEBEG is surprised to still use the notion of “AMR”, what are the technical capabilities of such meter in comparison with a smart merer. WE would urge to strive for such use cases (as the target model) to only be implemented in combination with a smart meter as provided by the DSOs for the metering of the head Point. We find the mentioning of AMR confusing in this sense.

On the same page we read *“The base load, PV production and battery are not measured separately”*. We understand that, as a consequence, the consumer will not know for the PV and the battery what the flows are, and therefore, on the sub-meter point for EV, heat

pump, he will not know where the electron went. If, in this case, the EV is owned by and supplied via a leasing company contract, the consumer nor the leasing company will know what electricity (PV, battery or “other) was used to charge the car. This could lead to uncertainties and confusing regarding the electricity price charged for the car. From the discussions in the PDG working group we understand that a separate metering for a battery is however possible in the model, even if not mentioned explicitly in the “target use case” presented in the paper. Additional meters could indeed help in providing more info to the consumer/leasing company to address the above concern if deemed useful.

Today there are already a lot of charging points installed at residential level, these have a status of ‘public charging’. This means that the costumer/EV owner can charge at a friend’s place over the weekend or even via a double socket for a family with 2 EVs, reimbursed by two leasing companies for people working at different companies. The note is explaining in detail the future use cases but this one doesn’t seem to be detailed, while it is present in the market already today. We would advise the DSOs, for sake of completeness, to also add this example in the vision.

5.1 Serial and parallel meters

FEBEG considers the proposed approach as logical and indeed a good solution to treat the 2 use-cases (parallel and serial). However, we wish to clarify that the intention to “*logically treat both configurations as a serial configuration, by computing a virtual main meter for the parallel configuration that sums, for each 15’ interval, the offtake and injection measured by each main meter*” is not the current standard approach. Indeed a change in the current approach would be required.

5.2 Submetering

The Vision mentions that “*Even though we will refrain from building in architectural limits to the number of submeters, we therefore argue in favor of limiting, in a start-up phase, the number of separately commercialized appliances (and hence the number of submeters) to a maximum of 6 or any lower limit defined in regional legislation.*”

FEBEG agrees that a certain limit should be used in the beginning to avoid extremely complex cases. For FEBEG a limit of 3 or exceptionally 4 would be preferable as this is already a significant increase in complexity compared to the current situation.

5.3 Roles and responsibilities

This chapter is still relatively vaguely described, but overall contains not stringent issues for FEBEG as such.

6. SUPPLY MARKET MODEL

6.1 Concepts

FEBEG understands from the proposal that there will be extra headpoints for the physical submeters but they will have each a separate headpoint EAN for that specific submeter. Consequently, suppliers will receive the necessary metering /volume data related to that new EAN headpoint. We are positive about such a model which works with separate EAN headpoints.

For FEBEG it is very important that the metering data/volumes for the new headpoints are sent via MIG messages and not via alternative channels¹.

6.2 Metering

The vision mentions that “*All calculated meter computations are performed on 15 minute data. In order to ensure this, and to use precise data in market processes, we propose that each SDP behind an Access Point with multiple MHP be configured for SMR3 (the measured load curve is used in the market processes). The process starts by converting the measured index from each submeter into a 15’ volume.*”

FEBEG does not question this, but we do understand that such solution is only possible in combination with a smart meter, we refer to our previous comments on the AMR meter which seem not compatible, to our understanding, with the above. In addition, we like to clarify that this will have a huge impact on the IT systems of the suppliers which will have to be able to process a much larger amount of data.

Regarding the use-case of an EV with charging infrastructure. This currently contains a MID certified meter, does Synergrid assume (or not?) that such a meter can be used? Or, alternatively, is it required that another additional meter is needed on top of the MID certified already in place? Will Synergrid emit a formal list of approved MID certified meters?

¹ no snapshotfiles

6.3 Structuring

Regarding the 'end of the contract' in case of a consumer changing address.

It is to FEBEG not fully clear when customer moves if they can ask for a different optimization of his home vs previous owner ?

In addition, we are wondering, when a customer moves, today, he has the possibility to also move his charging cable/installation and remove this from the premises and reinstall this in his new home. In such a case, what happens to the (semi regulated) meter? Is this meter "attached to the house" or does he bring along the additional meter?

6.4 Settlement

It is stated that the choice between OGCV (optimized gross consumption volume) and GCV (gross consumption volume) may impact the obligations based on the reported allocation volume. We would like to stress that legislation determines the obligation and not the reported allocation volume. In case of exemptions or differences per region, the reporting will need to be adjusted so that market parties can fulfill their obligations in line with the legal requirements.

Section 6.4.2 mentions "*In case the SDP participates in energy sharing or peer-to-peer selling, an additional CVaES may be communicated.*" For Febeg, it is premature to mention an additional CVaES, see our feedback in next section.

6.6 Energy Sharing

FEBEG is surprised to see a specific chapter on energy sharing as we consider that the initiated concertation process on this specific topic through the PDG "energy sharing" has not been finalized and the discussions aren't sufficiently mature to conclude;

FEBEG pleads not to introduce this topic in the current vision paper but to deal with this topic in a specific vision paper dedicated to energy sharing.

As a general principle, we repeat our vision that Energy sharing must be treated as much as possible in the same way as a separate supply contract in terms of level playing field, harmonized approach and very important net volumes in the metering and allocation process (see above).

In the context of multiple supply contracts, customers have signed different contracts in order to have the best conditions per appliance in function of their needs. Spreading the

shared volume over those different contracts will likely deteriorate the potential benefit as all actors will take the risks and costs of energy sharing into account. Therefore, we propose to execute a cost-benefit analysis before introducing such complexity into the market processes for customers with multiple supply contracts.

7.1 Flexibility

Similarly to the chapter on Energy Sharing, FEBEG considers this topic not sufficiently mature to discuss or evaluate in detail this use-case.

However, we wish to already underline and clarify some issues we see with the solutions proposed by Synergrid.

First and foremost, FEBEG asks to ensure consistency: same volumes (GCV,...) should be used in all processes, in all regions, etc. We cannot handle multiple models in Belgium, certainly not if the number of households/PMEs that will make use of these new possibilities, a number that will increase a lot in the future.

As a high-level principle, which has been mentioned before by FEBEG previously in this context but also in discussions with the TSO, it is very important for FEBEG that under no circumstances the costs or burdens (for the activation of flexibility) are transferred to the electricity supplier. Indeed, the Flexibility Provider (active on the SDP-F) should take this into account in his costs and portfolio.

Regarding the 4 options put forward by Synergrid, FEBEG is mostly concerned about the last one. In option 4 there is no link between SDP-F on the head-meter and the SDP-S on the sub-meters. We do not see how such a combination would be feasible in practice and still be in line with some basic/important principles for FEBEG. For example, it is not possible to correctly assign the flexibility to an asset (house, battery, EV or heat pump) in this option. The solution proposed by Synergrid is an algorithm, but this is very arbitrary and thus by definition incorrect. We are very worried that this solution will result in unfair allocations and distorted incentives. We are convinced that a model based on the real metered data and not on arbitrary algorithms is needed.

In addition, the Vision mentions the use of the ToE model. We like to state clearly that FEBEG considers the currently implemented solution for ToE to be very burdensome. We ask to improve and simplify the model soon. Indeed, we are not in favor of solutions that would be based on the current ToE model. However, FEBEG understands that Elia is working on a more simplified version of the ToE model which would reduce the current complexity while also removing the burdens for the suppliers. Therefore, we urge SYNERGRID to align

with Elia to ensure that any solution for the Flexibility use case is indeed simple and cost effective to implement, and most important, doesn't generate additional burden/costs for the suppliers.

7.2 Data Access

FEBEG wishes to recall the current regulatory framework:

- The DSO is “Controller” regarding the 15’ data on the head meter (P4).
- The DSO can decide to give 3rd parties access to this data in case there is a valid / important reason to do so (for example, to suppliers in order to receive correct billing).
- For this type of transaction, no explicit approval is needed from the consumer.

However, the situation is different for other forms of data:

- The consumer is responsible when it comes to more detailed data (P1 – 4”).
- However, consent is not always (strictly) required, a market party can sign a contract with the consumer in order to use the consumers flexibility (based on P1 data). In such a case, the consumer can give the OK to the DSO to give access to this data to another market party. Based on the signed contract, the market party can use (process) the data.

Related to the vision note, FEBEG considers that (under the current regulatory framework) the above principles apply also to sub-meters:

- Regarding the 15’ data, the DSO is controller.
- Regarding the more detailed data (P1 / seconds) the consumer can give a “controller” function to a market party based on a signed contract and prior to consent from the consumer.

FEBEG remains at your disposal for further discussions on this matter, bilateral and/or via the Product Design Groups.
